# BOARD OF REGENTS BRIEFING PAPER

1. Agenda Item Title: <u>Acquisition of Residential Real Property located at</u>

1317 N. Virginia Street, Reno, NV

2. Meeting Date: September 6-7, 2012

#### BACKGROUND & POLICY CONTEXT OF ISSUE:

This residential property previously owned by Campus Ministries has become available for sale.

**Location of Property:** Adjacent to the west border of the University of Nevada, Reno main campus fronting North Virginia Street (see Exhibits 1 & 2).

**Property Description:** Two story house with approximately 1,400 square feet of living space, with an unfinished basement, on a 0.19 acre lot.

**Zoning:** Currently Multi-Family 30 within a Transit Oriented Development zoning. Upon close of escrow the zoning will automatically, without application, convert to the University of Nevada Regional Center Plan.

**Purchase Price:** The purchase price is \$127,000.

**Appraised Value**: The current market value of the property, as determined by a certified general residential appraiser, is \$170,000 (see Exhibit 3).

**Other:** No mineral or water rights are associated with this property.

**Offer and Acceptance Agreement:** Written agreement between Buyer and Seller (Exhibit 4) was approved by Hank Stone, Esq., NSHE Counsel/Director of Real Estate Planning.

**Phase 1 Environmental Report:** Based on regulatory database review, there are no known violations of environmental laws and regulations related to the site. Evidence that a heating oil tank exists on the site was observed during the site visit. The tank is currently in use and supplies the fuel for an oil furnace heating system (See Exhibit 5).

**Phase II Environmental Report:** Core sample drilling was performed at the areas surrounding the underground oil tank. The results of this test contained no evidence to suggest a release has occurred from the underground heating oil tank. It is the opinion of the site assessor that no further assessment activities are warranted (See Exhibit 6).

**Asbestos Report:** Asbestos was found in the joint compound applied to the wallboard in the garage and in the duct tape applied to the joints on the furnace system. The report noted that the materials appeared to be in generally good condition and if left undisturbed should not pose a health hazard (See Exhibit 7).

**Title Report:** Preliminary title report reviewed and approved by UNR Real Estate and Hank Stone. Title report and insurance to be provided by Ticor Title Company at time of close (See Exhibit 8).

Closing Costs: NSHE's closing costs are estimated to be approximately \$600.

**Improvements:** Necessary improvements to utilize the property as a residential rental includes some foundation work, upgrades to the electrical system and certain cosmetic repairs. These improvements are estimated to be approximately \$40,000 and will be performed after close of escrow. The estimated cost of improvements was used to adjust the purchase price.

**Intended Use:** Managed as an income producing residential rental property, with an estimated return of 7% annually, until needed for campus programs or future development.

#### SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

President Marc Johnson requests approval to purchase residential real property at 1317 N. Virginia Street, Reno for \$127,000.

#### IMPETUS (WHY NOW?):

- Property is adjacent to the main campus boundaries and within the Campus Master Plan.
- Property is located within 250 feet to other University owned residential properties, and within 100 feet of University residence halls.
- This acquisition would prevent an assemblage of contiguous properties bordering the university campus by private developers.
- Property is available now.
- Property provides an estimated 7% return after purchase price and estimated improvement costs.

#### BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- Property is offered below appraised value even after adjusting price for planned improvements.
- Property can be rented to students or faculty until property is needed for future development.
- Property is within the main campus boundaries and within the Campus Master Plan.

#### POTENTIAL ARGUMENTS AGAINST THE REQUEST RECOMMENDATION:

Requires expenditure of Property Acquisition Account funds.

#### ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

Pass on the opportunity to acquire the property at this time and

- 1) Potentially have it be purchased by another party which will control this lot located in a strategic location of properties, or
- 2) Risk purchasing it at a future date at a higher cost, if available.

#### COMPLIANCE WITH BOARD POLICY:

X	Consistent With Current Board Policy: Title #4 Chapter #10 Section #1.9
	Amends Current Board Policy: Title # Chapter # Section #
X	Other: Procedures & Guidelines Manual, Chapter 5, Section 3, Preparation and Approval of NSHE
	Contracts.
X	Fiscal Impact: Yes X No

Explain: Expenditure of \$167,000 from the Pro	operty Acquisition Account for purchase and planned
improvements.	
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Reviewed by Chancellor	Reviewed by General Counsel as to form

#### **EXHIBIT 1**

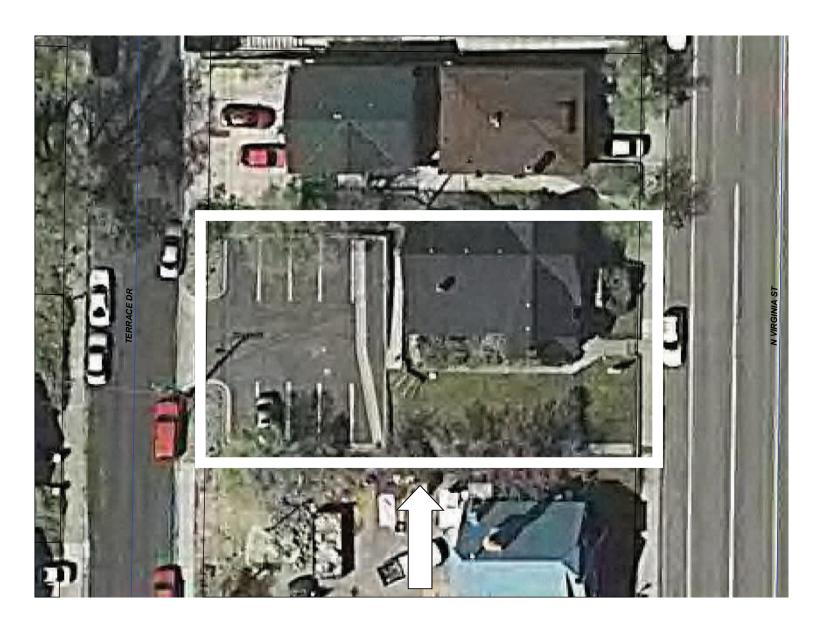
## 1317 N. Virginia Street Location



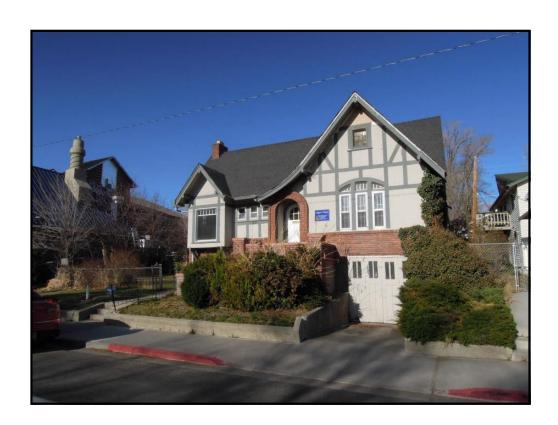
White arrow shows the location of 1317 N. Virginia Street adjacent to the University of Nevada, Reno campus

# EXHIBIT 2

## **1317 N. Virginia Street Parcel**



White border shows the property parcel of 1317 N. Virginia Street.



#### **APPRAISAL OF REAL PROPERTY**

#### **LOCATED AT:**

1317 N Virginia St Lot 5 and Portion Lot 6, Block C, Campus Heights Reno, NV 89523

#### FOR:

University of Nevada, Reno Real Estate Department Reno, NV

#### AS OF:

April 6, 2012

#### BY:

Peggy L. Zoeters Certified General Appraiser #02534 316 California Ave.#774 Reno, NV 89509 775-323-4215 PEGGY L. ZOETERS, REAL ESTATE APPRAISER 316 California Ave., #774 Reno, NV 89509 775-323-4215

Pat Martinez University of Nevada, Reno Real Estate Department Reno, NV 89503

Re: Property: 1317 N Virginia St

Reno, NV 89503

Borrower: None File No.: 12-023

Opinion of Value: \$ 170,000 Effective Date: 4/6/2012

In accordance with your request, I have appraised the above referenced property. The report of that appraisal is attached. The purpose of this appraisal is to estimate the "as-is" market value of the property described in this appraisal report in unencumbered fee simple title of ownership.

This report is based on an interior and exterior analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject, with interviews with several real estate professionals. All of the backup data is contained in my file and is available upon request.

The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice. The appraisal is also intended to comply with the FIRREA guidelines as issued under Title XI.

No signs of hazardous contamination were noted at the time of inspection. I did note both horizontal and vertical cracks in the concrete foundation in the basement, as well as multiple areas of cracking plaster in the interior of the home. Based upon my observations during the inspection, I would recommend that obtaining a structural inspection would be prudent. However, the reader is reminded that I am not an environmental engineer or a structural engineer, and I performed a visual inspection of accessible areas only. This appraisal report should not be used as an environmental or structural inspection, and this report does not warrant the environmental or structural condition of the property.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

Sincerely,

Peggy L. Zoeters

Certified General Residential Appraiser License or Certification #: 002534 State: Nevada Expires: 1/31/2013

ggn Cloeters

plzappraiser@yahoo.com

Owner	Campus Christian Assn UNR Inc.		File No. 12-023	
<b>Property Address</b>	1317 N Virginia St			
City	Reno	County Washoe	State NV Zip Code	89503
Client	University of Nevada Reno			

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Owner Property Addre		Christian Assn UNR Inc.		F	ile No. 12-023
Property Addre City	Reno		Washoe	State NV	Zip Code 89503
Client	University	of Nevada, Reno			•
APPR	AISAL AN	D REPORT IDENTIFICATION			
This Appr	aisal Report is	one of the following types:			
Set	f Contained	(A written report prepared under Standards Ru	le 2-2(a) , pursuant to	the Scope of Work, as disclo	sed elsewhere in this report.)
Sur	mmary	(A written report prepared under Standards Ru	le 2-2(b) , pursuant to	the Scope of Work, as disclo	sed elsewhere in this report.)
Res	stricted Use	(A written report prepared under Standards Ru restricted to the stated intended use by the s	le 2-2(c), pursuant to	the Scope of Work, as disclo	sed elsewhere in this report,
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Comm	ents on	Standards Rule 2-3			
I certify that	, to the best of m	y knowledge and belief:			
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involved.	. L.:			!	
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		d, I have made a personal inspection of the property th	-		
		d, no one provided significant real property appraisal a nt real property appraisal assistance is stated elsewher		signing this certification (if there a	re exceptions, the name of each
		d, I have performed no services regarding the subject p		e years, as an appraiser or in an	/ other capacity.
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	ggy L. Zoeter	General Residential Appraiser	Name: Designation:		
	: <u>04/14/2012</u>		Date Signed:		
State Certific	cation #: <u>0025</u>	34	State Certification	#:	
or State Lice State: Nev			or State License # State:	<b>#</b> :	
		n or License: <u>1/31/2013</u>		Certification or License:	
				aiser inspection of Subject Prope	
Effective Dat	te of Appraisal:	04/06/2012	Did Not	Exterior-only from street	Interior and Exterior

		Peggy L	Zoeters (775) 323-4215		Main File No. 12-023 Page #4
		FIRREA /	USPAP ADDENC	DUM	
Owner	Campus Christian As	sn UNR Inc.			
	1317 N Virginia St				
City	Reno		/ashoe	State NV	Zip Code 89503
Client	University of Nevada	, Reno			
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	ggy L./Locicio	reters	Supervisory Appraise	• •	
Effective date / R	leport date:	4/6/2012	Effective date / Repo	rt date:	

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Property Address 1317 N Virginia S	St				City Reno		S	tate NV	Zip Code 895	03			
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Legal Description Lot 5 and Portion	Lot 6, Blo	ock C, Cam	pus Heigh	nts									
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Lender/Client University of Nevac					NV 89503								
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If Yes, report the total dollar amount and	describe the	items to be pa	Id.										
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Location Urban Suburban	Rural	Property		Increasing	Stable	Declining	PRICE	AGE	One-Unit	50 %			
Built-Up  Over 75%  25-75%		25% Demand		Shortage	In Balance	Over Supply	\$ (000)	(yrs)	2-4 Unit	20 %			
Growth Rapid Stable	⊠ Slow	Marketin			ths 🔀 3-6 mths	Over 6 mths	43,000 L		Multi-Family	20 %			
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the University and include a mixt													
developments and small offices					are typically limit	ed along the n	iain roadw	ays. Marke	i acceptance	is good.			
Market Conditions (including support for	the above co	onclusions)	See add	enda.									
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Uniform Residential Appraisal Report File # 12-023 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ There are to \$ 215.000 There are 23 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 83,000 to \$ 210,000 **FEATURE SUBJECT** COMPARABLE SALE # 1 COMPARABLE SALE # 2 COMPARABLE SALE # 3 Address 1317 N Virginia St 119 Bell St 575 W 9th St 1501 Hillside Dr Reno, NV 89503 Reno, NV 89503 Reno, NV 89503 Reno, NV 89503 Proximity to Subject 1.15 miles S 0.52 miles SW 0.20 miles NW Sale Price 145,000 \$ 157,500 144,900 Sale Price/Gross Liv. Area \$ sq.ft. \$ 113.97 sq.ft. \$ 106.23 sq.ft. 137.05 sq.ft. Data Source(s) MLS#100000844 MLS#100017052 MLS#110008308 Verification Source(s) Listing agent/County records County records County records DESCRIPTION VALUE ADJUSTMENTS DESCRIPTION DESCRIPTION +(-) \$ Adjustment DESCRIPTION +(-) \$ Adjustment +(-) \$ Adjustment Sales or Financing Cash New Convent Cash Concessions Short sale/No None noted None noted Date of Sale/Time 08/31/2011 -3,000 09/15/2011 -2,500 08/09/2011 -3,000 I ocation **UNR Area** Downtown area **UNR Area UNR Area** Leasehold/Fee Simple Fee Simple Fee Simple Fee Simple Fee Simple Site 8,280 Sq.Ft 6,970 Sq.Ft 4,745 Sq.Ft +5,000 12,145 Sq.Ft View UNR/Resident. Mixed res/com Residential Residential Design (Style) Bungalow Ranch Bungalow Bungalow **Quality of Construction** -10,000 Average/Sup Fair-Average Fair-Average Average/Sup. -10,000 Actual Age 86 yrs 80 yrs 77 yrs 71 yrs Condition -10,000 Fair-Average Fair-Average Fair-Average Average Above Grade Total Bdrms. Baths Total Bdrms. Baths Total Bdrms. Baths Total Bdrms. Baths Room Count 1 1.5 -2.000 5 3 4 2 1 1,368 sq.ft. 1,058 sq.ft. **Gross Living Area** 1,382 sq.ft. 1,364 sq.ft. +13,950 0 Basement & Finished 968 sf unfin. 100 sf unfin. +9,000 640 sf unfin. +3,500 1,058 sf unfin Rooms Below Grade O **Functional Utility** Average Average Average Average Heating/Cooling Oil FA/None Gas FWA/None -4,000 Gas FWA/None -4,000 Oil FA/None Energy Efficient Items None noted None noted None noted None noted Garage/Carport -6,000 None None None 1-car Porch/Patio/Deck Entry/Patio Entry/Patio Entry/Patio Entry/Patio Landscaping/sprinklers Some Indsp/fnc Similar Similar Lndscp/Fence Development/Potential MF/Comm MF/Comm. MF +25,000 MF +25,000 Net Adjustment (Total)  $\boxtimes$  + 17,000  $\boxtimes$  + 9,950 <u></u> + Adjusted Sale Price Net Adi. 11.7 69 Gross Adj. 157,500 Gross Adj. 34.5 % \$ 469 % \$ of Comparables % **|**\$ 161,900 Gross Adj. 154,950 I 🔀 did 🔲 did not research the sale or transfer history of the subject property and comparable sales. If not, explain My research did 🖂 did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal. Assessor's Records Data Source(s) did 🖂 did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale. My research Data Source(s) Assessor's Records Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3). ITEM SUBJECT COMPARABLE SALE #1 COMPARABLE SALE #2 COMPARABLE SALE #3 Date of Prior Sale/Transfer None within 3 years None within 1 year of sale None within 3 years None within 3 years Price of Prior Sale/Transfer Assessor's Records Data Source(s) Assessor's Records Assessor's Records Assessor's Records Effective Date of Data Source(s) 04-2012 04-2012 04-2012 04-2012 Analysis of prior sale or transfer history of the subject property and comparable sales The subject property has not sold or transferred within 3 years of the effective date of this appraisal. None of the comparable sales have been involved in arm's length transactions within 1 year of their respective sale dates used in this appraisal. Summary of Sales Comparison Approach Six closed sales and two listings are analyzed for the Sales Comparison Approach. Four sales and one listing are located in the subject's market area, as defined in this report, while two sales and a listing were from the competing downtown Reno area. All of the sales are located less than 1.5 miles from the subject. Due to the unique nature of the subject property, being located across the street from UNR, with both multi-family and commercial development potential, both types of sales are analyzed. All of the sales are older properties on typically-sized lots. It is noted that three of the closed sales are short sale properties. As these are the predominant sales in the area, they are considered to be relevant to value. Due to the unique nature of the subject property, its deferred maintenance and its development potential, some of the adjustments are high. However, the sales and listings in this analysis are considered to be the best and most timely comparables available. Discussion Continued on Additional Comparables Addendum. Indicated Value by Sales Comparison Approach \$ 170,000 Indicated Value by: Sales Comparison Approach \$ 170,000 Cost Approach (if developed) \$ Income Approach (if developed) \$ 165,000 The sales comparison approach is considered to best reflect the current motivations of buyers and sellers in the market. The cost approach was not considered due to the difficulty of estimating accrued depreciation for a building of the subject's age. The income approach was not given as much weight due to the limited comparable rental data and since it is not the approach relied upon by the marketplace in the current climate subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been This appraisal is made  $\boxtimes$  "as is", completed, 🔲 subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or 🔲 subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: It is noted that I am not a structural

Freddie Mac Form 70 March 2005

, as of

4/6/2012

170,000

which is the date of inspection and the effective date of this appraisal.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is

engineer and this appraisal cannot be relied upon to disclose structural conditions and/or defects in the property.

File#	12-023

	as listed prior to the effective date of the appraisal at a price not more	
5% above the opinion of value reached herein, the estimated exposure tin		
substantial changes in the market, other than those discussed in the body		ın
the value derived herein, the reasonable marketing time for the subject af	ter the effective date of the appraisal is under 6 months.	
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File # 12-02

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

- 1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
- 2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
- 3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- 4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
- 5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
- 6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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File # 12-023

### APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

- 1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
- 2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
- 3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
- 5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
- 6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
- 7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
- 8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
- 9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
- 10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
- 11. I have knowledge and experience in appraising this type of property in this market area.
- 12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
- 13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
- 14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
- 15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
- 16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
- 17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
- 18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
- 19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
- 20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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File # 12-02

- 21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
- 22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
- 23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
- 24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
- 25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

#### SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER	SUPERVISORY APPRAISER (ONLY IF REQUIRED)
Signature Name Peggy L. Zberers Company Name PEGGY L. ZOETERS, REAL ESTATE APPRAISE	SignatureName
• •	
Company Address 316 California Ave., #774, Reno NV 89509	Company Address
Telephone Number <u>775-323-4215</u>	Telephone Number
Email Address plzappraiser@yahoo.com	Email Address
Date of Signature and Report April 14, 2012	Date of Signature
Effective Date of Appraisal 4/6/2012	State Certification #
State Certification # 002534	or State License #
or State License #	State
or Other (describe) State #	Expiration Date of Certification or License
State Nevada	
Expiration Date of Certification or License <u>1/31/2013</u>	SUBJECT PROPERTY
ADDRESS OF PROPERTY APPRAISED	☐ Did not inspect subject property
1317 N Virginia St	☐ Did inspect exterior of subject property from street
Reno, NV 89503	Date of Inspection
APPRAISED VALUE OF SUBJECT PROPERTY \$ 170,000	☐ Did inspect interior and exterior of subject property
LENDER/CLIENT	Date of Inspection
Name Pat Martinez	OOMDADADI E OAL EO
Company Name University of Nevada, Reno	COMPARABLE SALES
Company Address Reno, NV 89503	☐ Did not inspect exterior of comparable sales from street
	Did inspect exterior of comparable sales from street
Email Address pmartinez@unr.edu	Date of Inspection

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				11110				ntiai A	<u>pp</u> i					File #				
FEATURE SUBJECT					COMP	ARABI	LE SALE	# 4	COMPARABLE SALE #5					COMPARABLE SALE #6				
Address 1317 N Virginia St				847 Washington St 1				100 Vine St				321 W 11th St						
Reno, NV 89503				Reno, NV 89503				Reno, NV 89503				Reno, NV 89503						
	to Subject			0.63	miles	<u>sw</u>			1.24 miles S		SW			0.27	mile	s SW		
Sale Price		\$					\$	161,700				\$	132,500				\$	115,000
Sale Price/Gross Liv. Area \$ sq.			sq.ft.	\$	150.00	sq.ft.					2 sq.ft.			\$ 1	13.	19 sq.ft.		
Data Sour				MLS	#1100	1282	2		MLS	#1100	002977	7		MLS#	<del>‡</del> 11(	000578	1	
	n Source(s)				nty rec					nty red						ecords		
	JUSTMENTS	D	ESCRIPTION	DE	SCRIPTI	ON	+(-)\$	Adjustment	DE	SCRIP	TION	+(-)\$	Adjustment	DES	SCRI	PTION	+(-)\$	Adjustment
Sales or Fi	•			Cash	1					Conv				New	Cor	vent.		
Concessio					t sale/l					e note				Short				
Date of Sa	ıle/Time				5/2011				10/2	0/201	1			09/06				-2,000
Location			R Area		Area					ntown				UNR				
	/Fee Simple		Simple		Simple					Simpl				Fee S				
Site			30 Sq.Ft.		8 Sq.F			+4,000					+5,000	6,000	) Sq	.Ft.		+4,000
View			R/Resident.		<u>dential</u>					d res/	com			Resid				
Design (St			galow	Rand						galow					galow			
	Construction		-Average		age/Su	ıp.		-10,000			or		+10,000			ior		+10,000
Actual Age	3	ر 86		65 yı					86 y					76 yr:				
Condition			-Average	Aver				-10,000					-10,000					+10,000
Above Gra Room Cou			Bdrms. Baths		Bdrms.	Baths				_	. Baths					ns. Baths		
Room Cou		5	2 1	4	2	_1_			5	2	1			4	2	1		
Gross Livi			1,368 sq.ft.		1,078			+13,050		1,03	1 sq.ft.		+15,165		_	16 sq.ft.		+15,840
	& Finished		sf unfin.	997	sf unfir	1			0				+10,000					
	elow Grade	0		_										2 bdr		ath		-10,000
Functional			rage	Aver					Aver					Avera				
Heating/Co			FA/None		FWA/I			-4,000					-5,000			4/None		-4,000
•	icient Items		ne noted		notec	<u> </u>	-6,000		Entry/Patio		d			None noted		ed		
Garage/Ca		Nor		1-ca										None				
Porch/Pati			ry/Patio		//Patio									Entry/Deck				
	ing/sprinklers			Simil	ar		-				Some Indsp/fnc				e Inc	dsp/fnc		
Developmo	ent/Potential	MF/	Comm.	MF				+25,000	MF/0	Jomm	۱.			MF				+25,000
Net Adiust	ment (Total)				] + [	_	\$	40.050		1+	$\neg$	<b>.</b>	05.405			П.	\$	40.040
Adjusted S	ment (Total)			Net A		<u> </u>		12,050	Net A		<u> </u>	\$	25,165	Net Ad		42.5 %	7	48,840
of Compa								173,750		•		<b>.</b>	157,665		•			400.040
	rapies results of the researc	h and	analysis of the		Adj. 4													163,840
neport the	ITEM	II allu		IBJECT		119161 1		IPARABLE SA					BLE SALE # !			COMPAR		IF#6
Date of Pri	ior Sale/Transfer		None within					ithin 1 yea					1 year of s					r of sale
Drice of D	rior Sale/Transfer		None within	o yea	15		NOHE W	numi i yea	1 01 5	ale	INOHE	WILLIIII	i yeai oi s	ale	INO	ie wiliii	птуеа	i di sale
Data Sour			Assessor's F	Pacar	de		Λοοοοο	or's Recor	de		۸۵۵۵	ecor'e l	Records		۸۵۵	sessor's	Pocor	de
Effective C	Date of Data Source(s)		04-2012	(GCOI	us		04-201:		us		04-20		vecolus				IVECOL	uo
Analysis o	of prior sale or transfer			nrone	rtv and o				nrev	ious c	discuss			04-2012				
Data Sour Effective D Analysis o	ה אווטו סמוט טו נומווסוטו	motu	ij vi uio aubjevi	. prope	ity unu t	Jonipal	יעטוט טעונ	,, Jee	, piet	ious C	aiocuos	,,OI I.						

#### Analysis/Comments Continued from Summary of Sales Comparison Approach:

Sales 1 and 5, as well as both listings, are located in a Mixed Use development area or have the potential of further a more intense development than only Multi-family development. These properties are considered to be the most similar to the subject property. Upward adjustments are made to the other comparables, which all have only multi-family development potential.

Some slightly older sales are considered due to the limited number of comparable sales to the subject property. Due to the slightly declining market within the last year, small adjustments are required to the sales which closed more than six months from the date of value.

Some upward adjustments are made for the subject's slightly larger lot, since this would expand the design flexibility on the property for any additional development. It is noted that although Sale 3 has a larger lot than the subject, this lot is more sloping, and is felt to have a similar utility to the subject.

The adjustments for quality were based upon quality ratings by the Assessor's Office and verification by my exterior inspections of the comparable properties. The condition adjustments are based upon my physical inspection of the subject property and the interior photos and descriptions of the comparable properties by the listing agents.

All of the properties are 65 years or older, and therefore no adjustments for age were made. Any difference in updating was taken into consideration in condition adjustments. The majority of the properties have some type of basement, similar to the subject. Although there is a garage area in the subject's basement, due to the condition of the exterior door, the slightly difficult access and the overall condition of this area, the garage area is considered part of the total basement as opposed to a separate garage. Finally, adjustments for heating/cooling are considered if the comparable has superior natural gas heat or central air conditioning.

Both of the listings are current. Listing 7 is located a few properties from the subject and has similar design, appeal and development potential. This property is in slightly superior condition when compared to the subject. The property has been on the market for over five months. According to the listing agent, the owners are not in a hurry to sell and have turned down one offer. The property has gotten some interest, mostly from buyers who are interested in its residential potential.

The listing agent for Listing 8 indicated that interest in this property has not been high, mostly due to the listing price which she feels is above the market. This property has only been listed for about two months. Both listings are considered to be high indications of value.

Overall, strong consideration is given to the positive aspects of the subject property including its location, development potential, gross building area and larger lot size. On the other hand, strong consideration is also given to the older age of the property as well as to its fair to average condition currently. The estimated value per square foot is at the high end of the adjusted values, but at the low end of the range of prices per square foot as indicated by the comparables, and is considered to be reasonable.

Freddie Mac Form 70 March 2005

Uniform Residential Appraisal Report File # 12-023

	FEATURE	SUB	JECT		COM	Parabi	LE S	SALE #7		COMPARABLE SALE #8				COMPARABLE SALE #9			
	Address 1317 N Virginia S	St		1349 N Virginia			_			Vinter	St						
	Reno, NV 89503				o, NV		3		Reno, NV 89503			ı					
	Proximity to Subject			0.04	miles	N	_		1.29	miles	<u>s</u>	i					
		\$			\$ 215,000						\$ 209,000				\$		
		\$	sq.f		197.6				\$	178.02	2 sq.ft.		\$		sq.ft.		
	Data Source(s)				#1200		8										
	Verification Source(s)	DECO	IDTION		sting agent					Listing agent DESCRIPTION		/ \ <b>A</b> A I!		OODIDI	1011	/\ <b>^ ^ !</b> !	
	VALUE ADJUSTMENTS	DESCI	RIPTION		SCRIP1		+	(-) \$ Adjustment				+(-) \$ Adjustment	DE	SCRIPT	IUN	+(-) \$ Adjustment	
	Sales or Financing				Assume cash				Assume cash		ash						
	Concessions Date of Sale/Time			None			$\vdash$		Non			20,000					
	Location	LINID A		Listin	<u>ng</u> ≀ Area		$\vdash$	-20,000				-20,000					
5	Leasehold/Fee Simple	UNR A			Simpl		-			/ntown							
Ş	Site	8,280 S			31111 <u>8</u> 1.p2 0		$\vdash$	+5,000		Simple		+5,000					
APPROACH	View	UNR/R			R/Resi		$\vdash$			ed res/		+5,000					
	Design (Style)	Bungalo			galow	ueni.				galow	COIII						
SON	Quality of Construction	Fair-Av			·Avera	ae				Inferio	r	+10,000					
	Actual Age	86 yrs	nago	84 y		go			82 y			110,000					
COMPAR	Condition	Fair-Av	erage		age/A	va+		-20,000				-10,000					
ģ	Above Grade		ms. Baths		Bdrms.		T	_0,000		Bdrms.	Baths	. 0,000		Bdrms.	Baths		
ŝ	Room Count	-	2 1	5	3	1		-5,000	4	2	1						
Ë	Gross Living Area	1,	368 sq.f	:	1,088	8 sq.ft.		+12,600		1,174	sq.ft.				sq.ft.		
Ś	Basement & Finished	968 sf u			8 sf u				528	s.f finis							
	Rooms Below Grade	0					L										
	Functional Utility	Average		Aver						rage							
	Heating/Cooling	Oil FA/N		Oil F	A/Nor	ne			Gas	FWA/	None	-4,000					
	Energy Efficient Items	None n	oted		e note	d				e note	d						
	Garage/Carport	None		None					Non								
	Porch/Patio/Deck	Entry/P			y/Patio					y/Patic	)						
	Landscaping/sprinklers	Some li							Simi								
	Development/Potential	MF/Cor	nm.	MF/0	Comm	١.	_		MF/	Comm							
	Not Adington and (Tatal)			+ -	٦. ١	$\overline{}$	ļ.	07.400		¬ . r		<b>*</b> 40.000		1. [	_	Φ.	
	Net Adjustment (Total)			Not A		<u>×                                    </u>	\$	-27,400	Not A		<u>⊠ -</u> 9.1 %	\$ -19,000	Net A	_  +   _	<u> </u>	\$	
	Adjusted Sale Price			Net A					Net A					•	% %	¢	
	of Comparables Report the results of the research	and anal	reie of the		Adj. 2			187,600	roport	Nand o	.3.4 % omparal	\$ 190,000					
	ITEM	i aliu aliai		UBJEC1		alisiei i	IISLU	COMPARABLE SA	IF#	y anu ci 7		MPARABLE SALE #				ge s). ABLE SALE #9	
	Date of Prior Sale/Transfer	No	ne within					COMI ATTABLE OA	LL //		- 00	WII THINDLE ONLL II	<u>,                                     </u>	<del>                                     </del>	OIVII 7 II I	NDEL ONEE II 9	
	Price of Prior Sale/Transfer	110	ic within	o yea	113												
Š	Data Source(s)	Ass	essor's	Recor	rds												
2	Effective Date of Data Source(s)		2012	110001	<u> </u>												
SALE HISTORY	Analysis of prior sale or transfer			ct prope	rty and	compai	rable	e sales									
Ï	· '																
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	Analysis/Comments																
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ANALYSIS/COMMENTS																	
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Freddie Mac Form 70 March 2005

Supplemental Addendum

	Supplemental Addendum		File	No. 12-023	
Owner	Campus Christian Assn UNR Inc.				
Property Address	1317 N Virginia St				
City	Reno	County Washoe	State NV	Zip Code 89503	
Client	University of Nevada, Reno				

#### • URAR : Neighborhood - Market Conditions

In 2006, housing prices in the general Reno-Sparks market started to decrease from the exceptionally strong appreciation of 2004 and 2005. In the subject area, MLS Area 120, the median overall single family home price is currently \$117,500 down from a median price of \$138,500 (- 15.16%) from the previous 12 months. However, current home prices within the last six months appear to be stabilizing somewhat. For example, within the previous three months from the date of value, the median sale price is indicated to be \$113,215, while the median home price in the 4-6 month period prior to the date of value is \$115,000, just slightly higher. The first six months of this period indicates a higher median sale price of \$122,900.

The above data is for all home sales within MLS Area 120, which includes portions of northwest Reno which are outside of the neighborhood boundaries as set out in this report. The area in proximity to UNR typically supports slightly higher overall prices and stronger market acceptance.

It is noted that the large number of foreclosures, defaults, short sales and other distressed sales in the area and the Reno-Sparks market as a whole continues to negatively impact the market. Within the subject neighborhood, 67% of the sales within the last twelve months are these types of distressed special conditions sales. Additionally, 81% of the current listings and pending sales are special conditions sales. As a result, the foreclosures and short sales are the predominant sales in the market, are heavily influencing overall prices and are expected to continue to impact the subject market for the foreseeable

Current inventory of homes in the subject area does appear to be in balance, with approximately 6 months of inventory available. Marketing times are steady at between 3 and 6 months. Typical financing is new conventional and FHA, with continuing competitive interest rates. However, lenders are being more selective with financing.

#### • URAR : Site - Highest and Best Use

The subject property is currently being used as a meeting facility for a church. The underlying City of Reno zoning for the property is MF-30, which allows single family, multi-family or office uses with conditions. The subject is also located within the University of Nevada Regional Center Plan, a special planning area. The subject's Land Use designation under this Special Plan is for residential development. However, according to the Regional Plan, as properties within the plan are acquired by the University of Nevada, they convert to a Mixed Use zoning which allows for a variety of residential and commercial uses in conjunction with the University.

Current market research indicates that residential conversions (residences which have been converted into offices or smaller commercial businesses) are typically purchased by owner-users and are generating a similar to slightly higher price as a single family residence. There are improvements which are required to residences in order to classify them as commercial buildings, such as upgraded electrical, ADA requirements and parking requirements. According to City of Reno representatives, no record of permits could be found on the subject structure. As a result, even though the property is improved with a parking lot and an ADA ramp, it appears not to have been permitted. My inspection of the subject property did not reveal any other type of commercial upgrades, although I am not an expert at detecting electrical upgrades. Overall, it appears that the building is basically a single family residential structure. However, due to its location across the street from the University of Nevada and adjacent to a commercial use, as well as for its location within the UNR Regional Plan, it is possible that an owner of the property could utilize the structure for commercial purposes.

Overall, with strong consideration to the subject's location, access and street visibility, quality and condition, as well as to the current market climate and conditions, I have determined that the highest and best use of the subject property is for either continued use as a support facility for campus activities and/or services, or for the use as a residential rental, with the possibility of building additional rental units on the property.

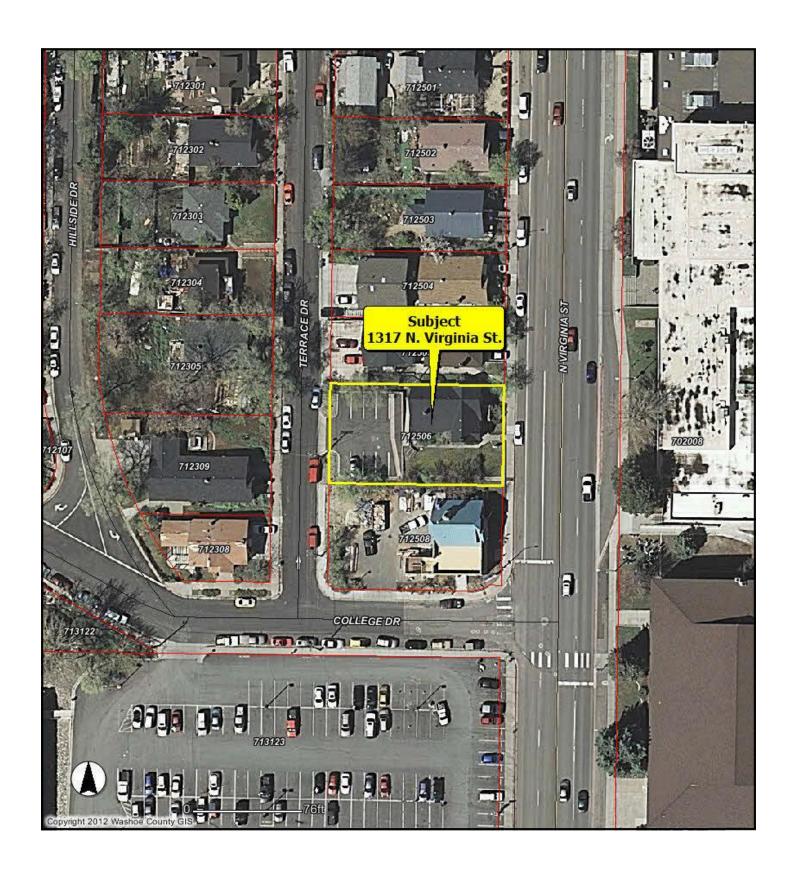
#### • URAR : Improvements - Condition of the Property

The home has been constructed of fair to average quality materials and is in fair to average condition at the present time. The home has had very little updating from its original date of construction in 1926, including the original kitchen flooring and cabinetry as well as a mostly original bathroom. There is a built-in sideboard in the dining room and a wood burning stove. The windows appear to be the original single pane windows, most of which are covered with storm windows. The hardwood floors have been well-maintained. The vinyl flooring in the kitchen and bath is showing signs of wear and curling.

Other signs of deferred maintenance include an older composition shingle roof which appears to sit directly on top of the original wood shingle roof. The composition shingle is showing signs of wear, and evidence of a ceiling leak was noted in the living room. Much of the brick wainscoting on the exterior is pulling away from the building, allowing water to get between it and the stucco. The concrete steps at the side porch are pulling away from the home. There are also many signs of cracking in the interior plaster walls. More disturbingly, there are both a wide vertical and a long horizontal crack in the concrete wall foundation visible in the basement. At the base of the vertical crack there is evidence of water leakage and exterior soil pushing through. The reader is referred to the photographs of some of the deferred maintenance. As I am not a structural engineer, I cannot verify the structural soundness of the subject building. However, I would suggest that a prudent purchaser of the property obtain a structural inspection of the subject property. For the purposes of this analysis, I am assuming that the subject structure is basically sound, but with some deferred maintenance which can be cured. If this is not found to be the case, the estimated value herein is subject to change.

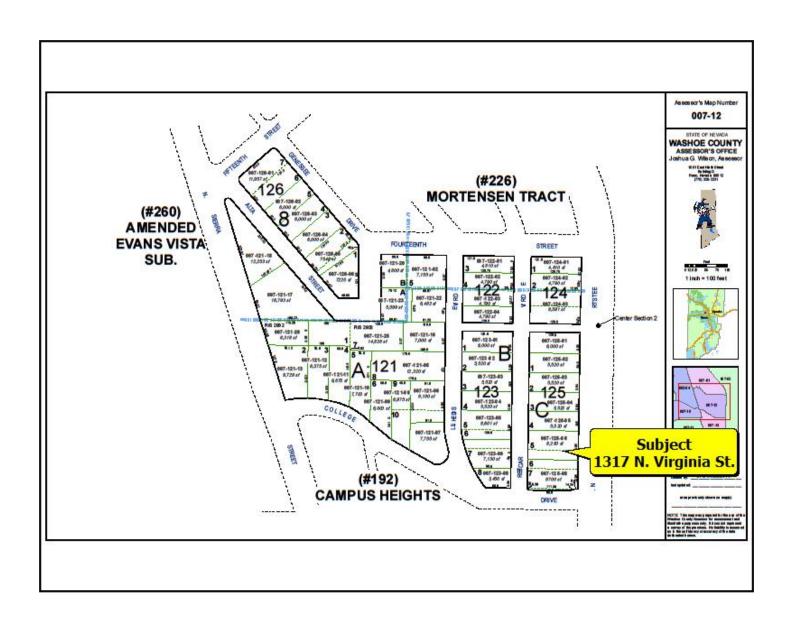
#### **Aerial Map**

Owner	Campus Christian Assn UNR Inc.				
Property Addre	ess 1317 N Virginia St				
City	Reno	County Washoe	State NV	Zip Code 89503	
Client	University of Nevada, Reno				



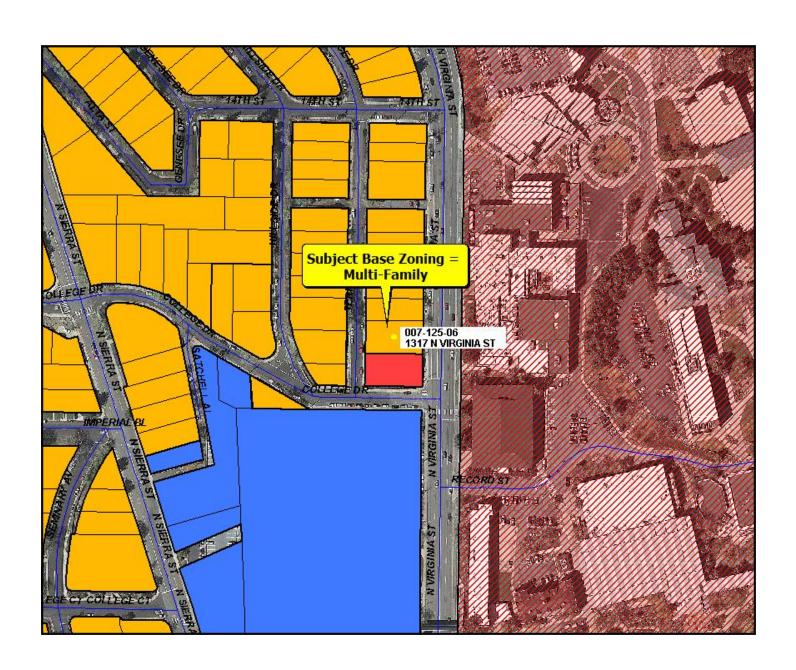
#### **Plat Map**

Owner	Campus Christian Assn UNR Inc.			
Property Address	s 1317 N Virginia St			
City	Reno	County Washoe	State NV	Zip Code 89503
Client	University of Nevada Reno			



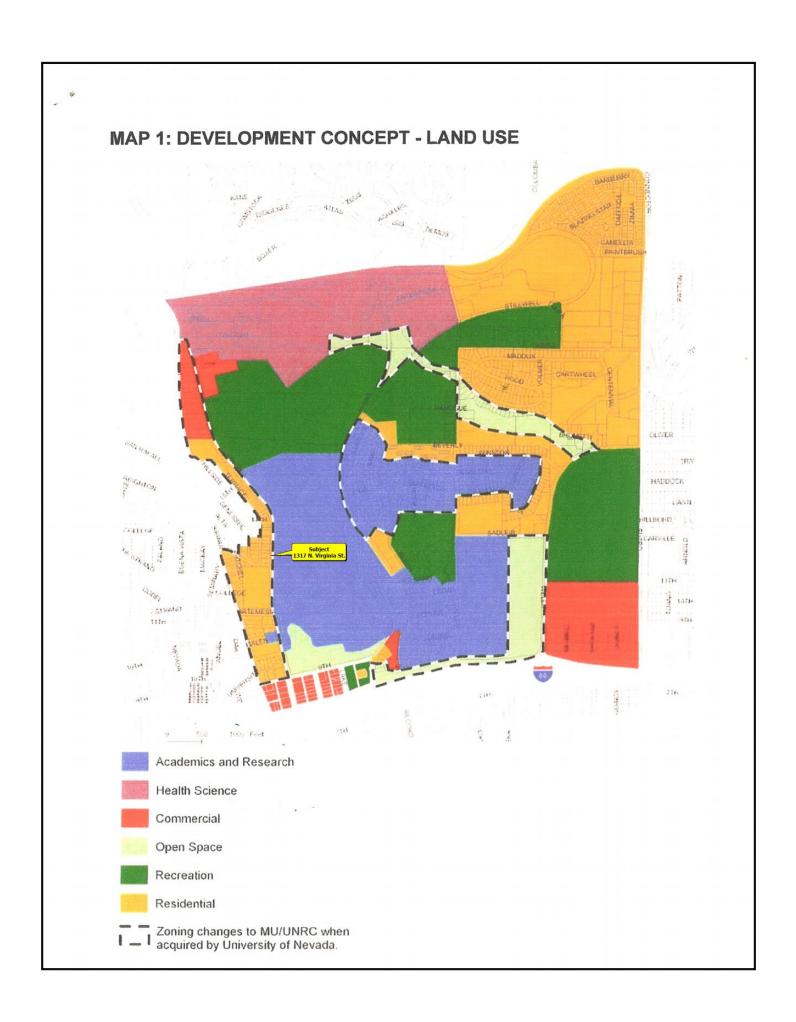
## **Zoning Map**

Owner	Campus Christian Assn UNR Inc.			
Property Address	1317 N Virginia St			
City	Reno	County Washoe	State NV	Zip Code 89503
Client	University of Nevada, Reno			



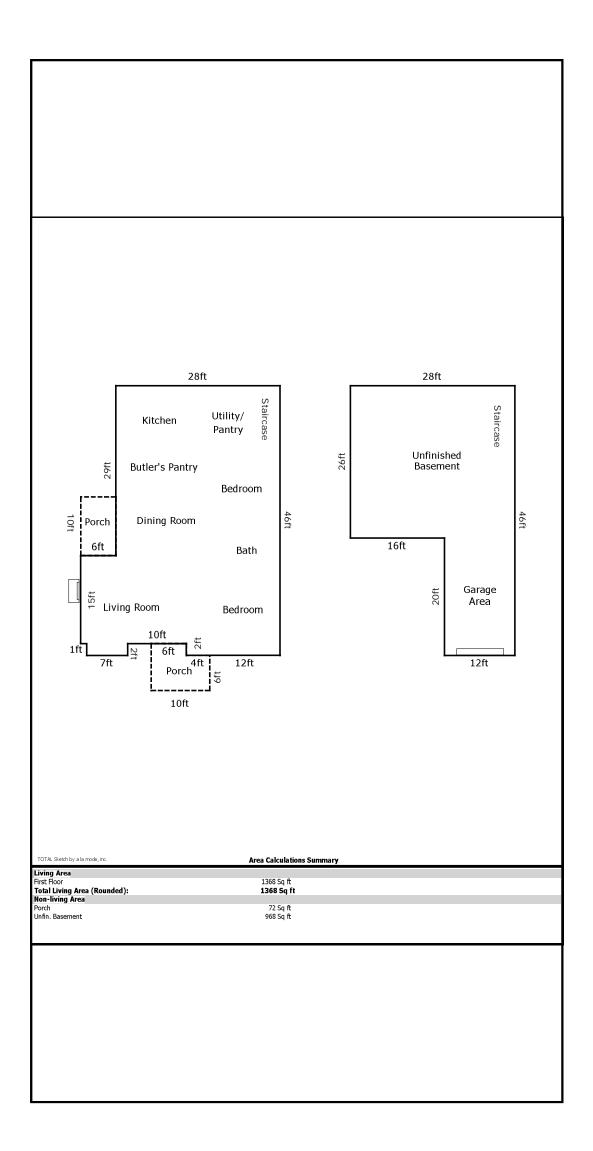
## **UNR Regional Plan Land Use Map**

Owner	Campus Christian Assn UNR Inc.			
Property Addre	ess 1317 N Virginia St			
City	Reno	County Washoe	State NV	Zip Code 89503
Client	University of Nevada, Reno	·		<u> </u>



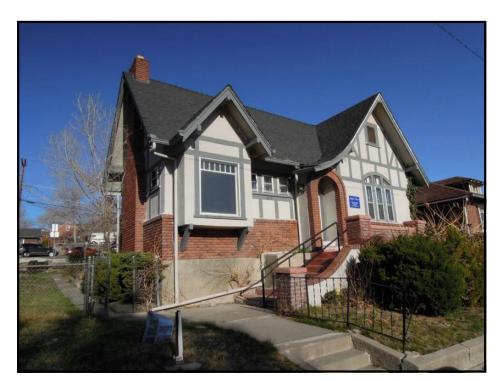
#### **Building Sketch**

Owner	Campus Christian Assn UNR Inc.				
Property Address	1317 N Virginia St				
City	Reno	County Washoe	State NV	Zip Code 89503	
Client	University of Nevada Reno				



## **Subject Photo Page**

Owner	Campus Christian Assn UNR Inc.			
Property Address	1317 N Virginia St			
City	Reno	County Washoe	State NV	Zip Code 89503
Client	University of Nevada Reno			



## **Subject Front**

1317 N Virginia St

Sales Price

Gross Living Area 1,368
Total Rooms 5
Total Bedrooms 2
Total Bathrooms 1

Location UNR Area
View UNR/Resident.
Site 8,280 Sq.Ft.
Quality Fair-Average
Age 86 yrs



## Subject Rear

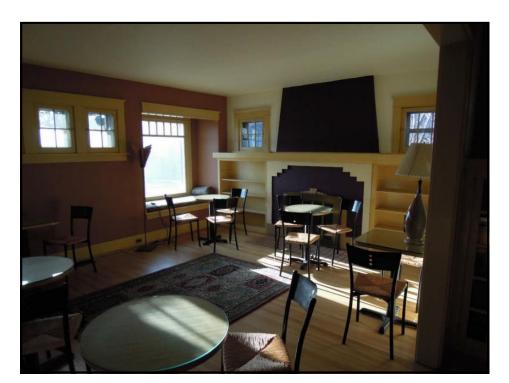


**Subject Street** 

Form PIC3x5.SR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

## **Subject Interior Photo Page**

Owner	Campus Christian Assn UNR Inc.			
Property Address	1317 N Virginia St			
City	Reno	County Washoe	State NV	Zip Code 89503
Client	University of Nevada Reno			



### **Subject Living Room**

1317 N Virginia St

Sales Price

Gross Living Area 1,368
Total Rooms 5
Total Bedrooms 2
Total Bathrooms 1

Location UNR Area
View UNR/Resident.
Site 8,280 Sq.Ft.
Quality Fair-Average
Age 86 yrs



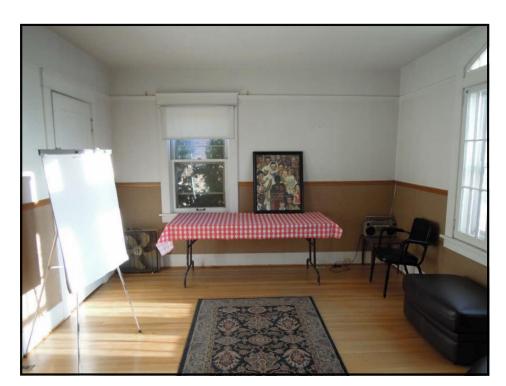
#### **Subject Kitchen**



## **Dining Room**

## **Subject Interior Photo Page**

Owner	Campus Christian Assn UNR Inc.			
Property Address	1317 N Virginia St			
City	Reno	County Washoe	State NV	Zip Code 89503
Client	University of Nevada Reno			



#### **Bedroom**

1317 N Virginia St

Sales Price

Gross Living Area 1,368
Total Rooms 5
Total Bedrooms 2
Total Bathrooms 1

Location UNR Area
View UNR/Resident.
Site 8,280 Sq.Ft.
Quality Fair-Average
Age 86 yrs



#### **Bathroom**



**Bedroom** 

Form PIC3x5.SI — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

## **Photograph Addendum**

Owner	Campus Christian Assn UNR Inc.				
Property Address	1317 N Virginia St				
City	Reno	County Washoe	State NV	Zip Code 89503	
Client	University of Nevada Reno				



VIEW OF BASEMENT



VIEW OF EXTERIOR BASEMENT ACCESS (GARAGE DOOR)



VIEW OF REAR PARKING AREA

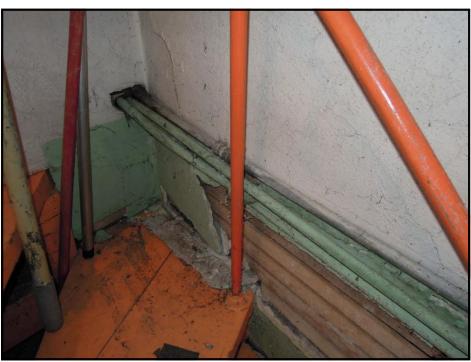
Form GPIC3X5 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

## **Photograph Addendum**

Owner	Campus Christian Assn UNR Inc.			
Property Address	1317 N Virginia St			
City	Reno	County Washoe	State NV	Zip Code 89503
Client	University of Nevada Reno			



VIEW OF STAIRS DOWN TO BASEMENT



DEFERRED MAINTENANCE AT BASEMENT STAIRS

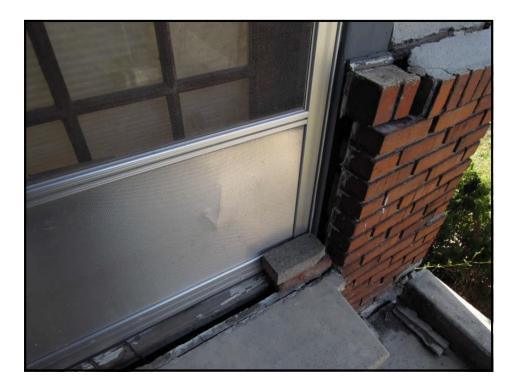


CRACKING AND EVIDENCE OF LEAKAGE IN BASEMENT FOUNDATION

Form GPIC3X5 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

## **Photograph Addendum**

Owner	Campus Christian Assn UNR Inc.			
Property Address	1317 N Virginia St			
City	Reno	County Washoe	State NV	Zip Code 89503
Client	University of Nevada Reno			



DEFERRED MAINTENANCE AT SIDE PORCH



INTERIOR CRACKING



EVIDENCE OF POSSIBLE LEAK IN LIVING ROOM CEILING

Form GPIC3X5 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

#### **Comparable Photo Page**

Owner	Campus Christian Assn UNR Inc.			
Property Addre	ess 1317 N Virginia St			
City	Reno	County Washoe	State NV	Zip Code 89503
Client	University of Nevada, Reno			



#### **Comparable 1**

119 Bell St

 Prox. to Subject
 1.15 miles S

 Sales Price
 157,500

 Gross Living Area
 1,382

 Total Rooms
 5

 Total Bedrooms
 2

 Total Bathrooms
 1.5

Location Downtown area
View Mixed res/com
Site 6,970 Sq.Ft.
Quality Fair-Average
Age 80 yrs



#### Comparable 2

575 W 9th St

 Prox. to Subject
 0.52 miles SW

 Sales Price
 144,900

 Gross Living Area
 1,364

 Total Rooms
 5

 Total Bedrooms
 3

 Total Bathrooms
 1

Location UNR Area
View Residential
Site 4,745 Sq.Ft.
Quality Average/Sup.
Age 77 yrs



#### Comparable 3

1501 Hillside Dr

 Prox. to Subject
 0.20 miles NW

 Sales Price
 145,000

 Gross Living Area
 1,058

 Total Rooms
 4

 Total Bedrooms
 2

 Total Bathrooms
 1

 Location
 UNR Area

View Residential
Site 12,145 Sq.Ft.
Quality Average/Sup.
Age 71 yrs

#### **Comparable Photo Page**

Owner	Campus Christian Assn UNR Inc.			
Property Addre	ess 1317 N Virginia St			
City	Reno	County Washoe	State NV	Zip Code 89503
Client	University of Nevada, Reno			



#### Comparable 4

847 Washington St

 Prox. to Subject
 0.63 miles SW

 Sales Price
 161,700

 Gross Living Area
 1,078

 Total Rooms
 4

 Total Bedrooms
 2

 Total Bathrooms
 1

Location UNR Area
View Residential
Site 6,098 Sq.Ft.
Quality Average/Sup.
Age 65 yrs



#### Comparable 5

100 Vine St

Prox. to Subject 1.24 miles SW Sales Price 132,500 Gross Living Area 5 Total Bedrooms 2 Total Bathrooms 1

Location Downtown area
View Mixed res/com
Site 4,750 Sq.Ft.
Quality Fair/Inferior
Age 86 yrs



#### Comparable 6

321 W 11th St

Prox. to Subject 0.27 miles SW
Sales Price 115,000
Gross Living Area 1,016
Total Rooms 4
Total Bedrooms 2
Total Bathrooms 1

Location UNR Area
View Residential
Site 6,000 Sq.Ft.
Quality Fair/Inferior
Age 76 yrs

Form PIC3x5.CR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

#### **Comparable Photo Page**

Owner	Campus Christian Assn UNR Inc.			
Property Address	1317 N Virginia St			
City	Reno	County Washoe	State NV	Zip Code 89503
Client	University of Nevada Reno			



#### Comparable 7

1349 N Virginia St

Prox. to Subject 0.04 miles N
Sales Price 215,000
Gross Living Area 1,088
Total Rooms 5
Total Bedrooms 3
Total Bathrooms 1

Location UNR Area
View UNR/Resident.
Site 5,520 Sq.Ft.
Quality Fair-Average
Age 84 yrs



## Comparable 8

33 Winter St

Prox. to Subject 1.29 miles S
Sales Price 209,000
Gross Living Area 1,174
Total Rooms 4
Total Bedrooms 2
Total Bathrooms 1

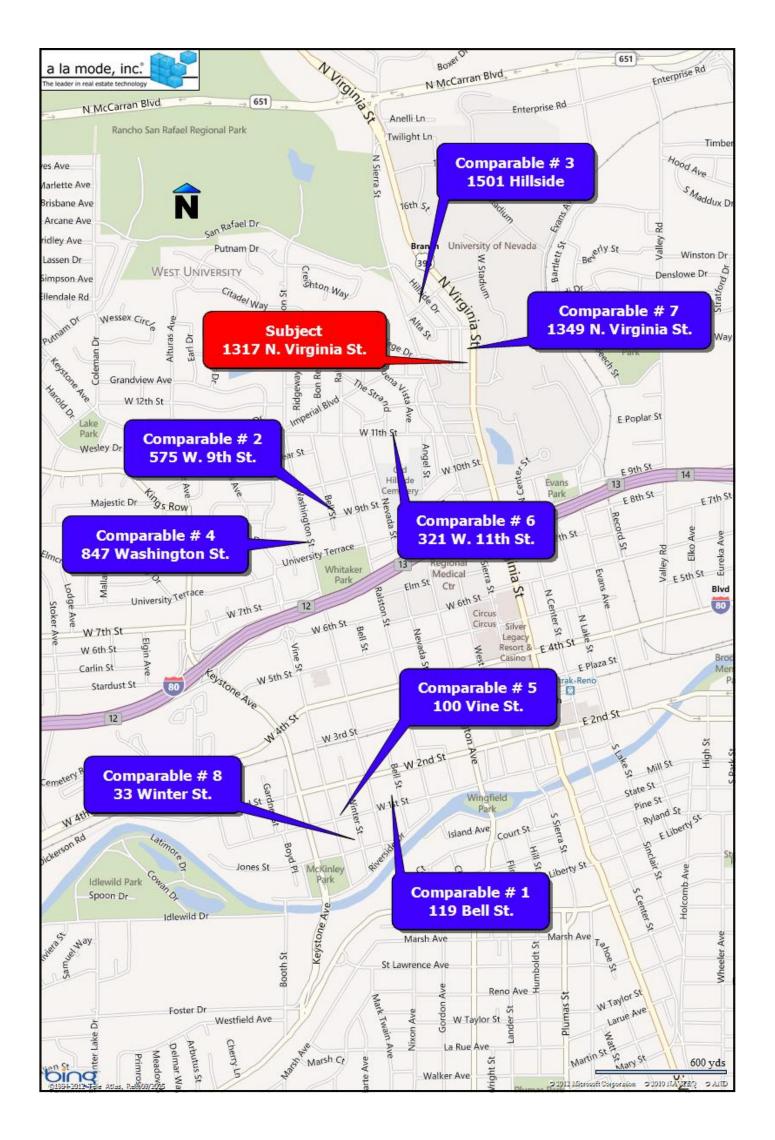
Location Downtown area
View Mixed res/com
Site 4,792 Sq.Ft.
Quality Fair/Inferior
Age 82 yrs

### Comparable 9

Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

### **Comparable Sales Map**

Owner	Campus Christian Assn UNR Inc.			
Property Addre	ess 1317 N Virginia St			
City	Reno	County Washoe	State NV	Zip Code 89503
Client	University of Nevada, Reno	·		<u> </u>



### **EXHIBIT 4**



# OFFER AND ACCEPTANCE AGREEMENT RESIDENTIAL PROPERTY



1	RECEIVED FROM Board of Regents of the Nevada System of Higher Education for the benefit of the University of Nevada	, Reno
2	2 hereinafter designated as RINED, the amount set forth below as FARMICT MONEY DEBOOK or assessed of the BURGLAST	PRICE
3	3 OF \$ 127,000.00  4 situated in the City OR Unincorporated Area of Reno, County of Washoe  5 State of Nevada, described as 1317 N. virginia Street  6 APN 00712506 (legal description to be supplied in escrow).  7 BUYER Udoes, El does not intend to occupy the property as a residence.	property
5	5 State of Nevada described as	
6	6 APN 00712506 (legal description to be supplied in escrow)	<del></del>
7	7 BUYER does, does not intend to occupy the property as a residence.	
8	8	
9	9 EARNEST MONEY DEPOSIT Evidenced by © Check, or other \$ 1,0	00.00
10	9 EARNEST MONEY DEPOSIT Evidenced by Check, or other \$ 1,000 payable to Ticor Title , held uncashed until acceptance and then deal within one (1) business day of acceptance with Rabacca Rich - Ticor Title	posited
けし	2 Authorized escrow holder to be selected by 2 BUYER   SELLER.	
13		
	4 DISPOSITION OF EARNEST MONEY DEPOSIT IN THE EVENT OF DEFAULT	
	5 In the event BUYER shall default in the performance of this Agreement, SELLER may, subject to any rights of a BROKER	herein.
16	6 retain such portion of the deposit to cover damages sustained, and/or take such actions as deemed appropriate by SELLER to colle	ct such
17	7 damages. BUYER shall have the right to take such action as deemed appropriate by BUYER to recover such portion of the deposit	as may
18 19	8 be allowed by law.	
	BALANCE OF CASH DOWN PAYMENT (not including closing costs) \$ 126,0	00 00
21	Source of down payment Cash	<u> </u>
22	2	
23	3 CASH PURCHASE The BUYER to provide evidence, satisfactory to SELLER, of sufficient cash available to complete this p	urchase
24	4 within days of written acceptance.	
25 26	FINANCING TERMS	
20 27	NEW FIRST LOAN PROCEEDS: Conventional, FINANCING LERINS	ľ
28	R D Fixed Rate for vears. Interest not to exceed %.	
9		- %.
30	Payment shall include: Interest only OR Principal and Interest	_
3 1		Ì
32	NEW SECOND LOAN PROCEEDS: D Conventional, D FHA, D VA, D Rural, D Private \$	
13 14		%.
35	Payment shall include:  Interest only OR  Principal and Interest	— №
6		ļ
7	Taxes and Insurance shall be impounded monthly by lender or paid directly by BUYER.	
8		
9		ľ
Ю 11	1	
2		<u> </u>
3		
4	SELLER agrees to pay up to \$ in fees which cannot be paid by the BUYER pursuant to FHA or VA regul	ation.
5	All remaining loan fees shall be paid as required by law, ordinance and/or regulation.	
6		Ī
7		1
9		
Ō	1	
1		
2	LOAN APPROVAL Within five (5) days of acceptance, BUYER agrees to (1) submit a loan application, including all document	atation,
3	to a lender of BUYER's choice, (2) authorize ordering of the appraisal and (3) furnish a pre-approval letter to SELLER based	upon a
	standard factual credit report and review of debt to income ratios.  This offer is conditioned upon BUYER's ability to deliver to SELLER a letter of loan approval which includes income verification.	on and
6	verification of available funds, subject only to acceptable appraisal and lender review of preliminary report from title company	within
7	Ala days of acceptance. By signing below, BUYER consents to the lender's release of loan status and conditions of approva	to the
8	SELLER and Brokers.	
9	If loan approval is not obtained within said time frame, SELLER reserves the right to terminate this Agreement. Both parties a	gree to
0	cancel the escrow and have earnest money deposit returned to BUYER less expenses incurred by BUYER.	
1	CLOSING Close of escrow to be On or Before 9/30/12 . Unless otherwise agreed upon in writing, close of	Ascrow
3	date shall not change from the originally agreed upon closing date. Both parties shall deposit with the authorized escrow holder all	l funds
4	and instruments necessary to complete the transaction in accordance with the terms herein.	
-	Address 1317 N. Virginia Street Reno NV 89503	
D	RSARO	09/30/11
. ag	307	OA 1/7
	Production with an Formato by zind only 18076 Filteen Nite Road, Fraser, Michigan 48026, www.zigl.ogix.com	Viceinia

34 56 78 10 11 13	ADDITIONAL CONTRACT TERMS  DEFINITIONS The BROKER includes cooperating Brokers and all Licensees. DAYS means calendar days unless otherwise specified ACCEPTANCE means the date on which this Agreement and any other counter offers are fully executed and delivered. DELIVEREJ means personally delivered to principals or respective Licensees, transmitted by facsimile machine, Electronic PostMark <sup>TM</sup> , or mailed by certified mail. In the event of fax transmission, delivery shall be deemed to be complete at the time noted on the confirmation shed generated by the sender's fax. In the event of certified mailing, delivery shall be deemed to have been made on the third day following the date of mailing, evidenced by the postmark on the envelope containing the delivered material. RECEIPT means personally accepted by the designated recipient or the authorized representative, in the case of personal delivery; accepted by the designated recipient's farmachine; verification of Electronic PostMark <sup>TM</sup> or three (3) days following the date of mailing, evidenced by the postmark on the envelope containing the delivered material, in the case of a certified mailing, not withstanding the date the recipient, or the authorize representative, actually signs for the certified mailing.  CONDITIONS SATISFIED OR WAIVED IN WRITING Each condition, contingency, approval and disapproval shall be satisfied condition in the case of interest with the satisfied condition.	D y et e y x ie id
15 16 17	according to its terms unless waived in writing by the beneficiating party within the time limits specified, or an extension in writing i agreed to by the parties or, this Agreement shall terminate and all deposits be returned to BUYER less expenses incurred by BUYER to the date of termination of this transaction. Each party shall diligently pursue the completion of this transaction.	is O
18	APPRAISAL BUYER Initial Required	
19	Included Waived	
20 21 <b>(</b> 22 23	Appraisal fee to be paid by BUYER SELLER. It is expressly agreed not withstanding any other provisions of this contract, the BUYER shall not be obligated to complete the purchase of the property or to incur any penalty by forfeiture of earnest money deposit if the appraised value of the property (excluding closing costs) is less than the amount specified as the purchase price. The BUYER shall, however, have the option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation.	o e
	OATE OF OTHER PROPERTY. NUMBER	
	SALE OF OTHER PROPERTY BUYER must check one of the following:	
	A. This Agreement is not contingent upon conveyance of BUYER's property	
	OR CONTRACTOR OF	
29	☐ B. This Agreement is contingent upon conveyance of BUYER's property described as:	
30	which is	
31	in escrow OR	
32	currently listed in an MLS System by a REALTOR®, or will be listed within days of Acceptance.	
33	SELLER is shall OR is shall not have the right to continue to offer this property for sale and accept written offers subject to the	2
34	BUYER's rights under this Agreement.	
35	Should SELLER accept such an offer, the Acceptance shall be made subject to BUYER's rights under this Agreement, and written	
		1
36	notice of the contingent acceptance of any such offer shall be immediately delivered to BUYER's Broker.	
37	If BUYER fails to deliver a written waiver of this contingency within hours of the delivery of SELLER's notice to BUYER or Broker, this Agreement shall terminate, earnest money deposit shall be returned to BUYER, less expenses incurred by	1
38	BILVER or Broker this Agreement shall terminate earnest money denosit shall be returned to RILVER less expenses incurred by	,
		,
39	BUYER and escrow shall be terminated.	
10	If BUYER delivers a timely waiver of this contingency, BUYER's earnest money deposit shall be increased to \$	,
4 I	and BUYER shall pay the balance of that increased deposit within hours of the delivery of the waiver.	
12	Concurrent with the written waiver, BUYER must also deliver proof of adequate funds to close escrow and that the financing is	
	not conditioned upon the sale and/or closing of any property.	•
43		
14	If BUYER fails to timely pay the increased deposit, the waiver and proof will be deemed ineffective and this Agreement shall	l
45	terminate, and all BUYER's deposits will be refunded, less any expenses incurred by the BUYER.	
16	If "B" is checked above, BUYER shall provide information regarding the listing or escrow on BUYER's property and related	ŧ
17	escrows, including, but not limited to, closing date, loan status, inspections and all additional contingencies, withindays	
	for a property of the first CFI I FD at CFI I FD Balant to a train and attack of DIVFD little or respectively.	\$
18	of acceptance. BUYER authorizes SELLER or SELLER's Broker to obtain updates on BUYER's listing or escrow. If the escrow	1
19	on BUYER's property does not close by, this Agreement will terminate unless the BUYER and SELLER otherwise	
50	agree in writing.	
51		
52	Should BUYER waive this contingency, all inspections shall be completed within days of the delivery of BUYER's	:
-	waiver of this contingency. If this contingency is waived, the close of original escrow date will hold unless otherwise agreed upon	
53		l
54	in writing.	
55		
56	SELLER'S REAL PROPERTY DISCLOSURE FORM The SELLER will provide BUYER, at time of written acceptance, a	ı
	completed Seller's Real Property Disclosure Form which, by this reference, shall be incorporated into this Agreement. BUYER shall	
		•
	return an acknowledged copy to SELLER within four (4) working days of receipt.	
9	DISCLAIMER: BUYER understands that the above Seller's Real Property Disclosure Form is for disclosure purposes and is not a	1
60	substitute for property inspections by experts, including, but not limited to, engineers, geologists, architects, general contractors, specialty	
51	contractors such as roofing contractors and pest control operators. BUYER is urged to retain such experts that are believed appropriate	١.
	BUYER understands and acknowledges the Brokers in the transaction cannot warrant the condition of the property or guarantee all defects	
72	to the designation of the Designation of the Designation of the Committee of the Property of gentlement of the Committee of t	
	have been disclosed by SELLER. Both parties acknowledge Brokers will not be investigating the status of permits, location of property	•
٠4	lines, and/or code compliance.	
	Address 1317 N. Virginia Street Reno NV 89503	
	<b>^3</b>	
Par	e 2 of 7 Buyer 1 A and Seller 1 M 1 have read this page.	ı
· of	e 2 of / Buyer [ ] and Seller [ ] have read this page. ROA 2/7	

	VESTED TITLE	Title shall vest as design	ated in Escrow Instruction	ms.	
4	EXAMINATION ( (1) Real Estate Tax any, which do not n	tes not yet due, and (2) C materially affect the value	ovenants, Conditions, & or intended use of the	Restrictions (CC&Rs), rights of property. Within two (2) busing	te title to the property subject to: way, and easements of record, if ess days of acceptance, SELLER hin five (5) days from BUYER's
7 8 9	receipt of the prelin Broker within this exceptions before cl	ninary report and CC&Rs, five (5) day period. Shou lose of escrow. If those ex-	all exceptions shall be do ald BUYER object to an ceptions cannot be remove	emed approved unless written of y exceptions, SELLER shall us ted before close of escrow, BUY	objection is delivered to SELLER's to due diligence to remove those ER may elect to purchase, subject
11 12 13	BUYER, less expen SELLER shall deliv	uses incurred by BUYER fer written notification to I	to the date of terminatio	s and congations hereutider, an n. If SELLER is unwilling or u ten (10) days of receipt of said	d the deposit shall be returned to nable to remove such objections, objections.
15	CLOSING COSTS  BUYER B SELI	S LER shall pay for a (Stand LER shall pay for a (Stand	lard) owner's policy of the	tie insurance.	
17 18	BUYER is aware as BUYER, D SELI	dditional coverage policie LER,	es are available. All cost	s associated with additional co-	verage policies to be paid for by
20	Transfer Tax(es) to	id by □ BUYER, □ SEL be paid by □ BUYER, ☑	SELLER.  other		
21 22	All remaining closin	ig costs shall be paid in cu	stomary manner as requir	ed by law, ordinance and/or regu	ılation.
23 24	<b>BONDS AND ASSI</b>	or requires settlement in	Common-Interest Con full prior to close of e	scrow, the bond or assessment	s a bond or assessment which has shall be  paid by SELLER, or
	OMISSIONS FRO			n from escrow instructions of ad warranties shall survive the co	any provision herein shall not nveyance of the property.
30 31 32	BUYER, and other ex	y and all rents, taxes, in expenses of the property sh volving future lease credit	all be prorated as of the d	ate of recordation of the deed. Se	is and assessments assumed by ccurity deposits, advance rentals,
			The BUYER is advised t	he property may be reassessed t	ipon change of ownership which
36	may result in a tax in				
38 39	not limited to, all exiclean condition, and	isting structures, landscapi remove all debris and per	ing, grounds, appliances a	ELLER shall maintain the propound systems. SELLER agrees to od. The following items are specific	arty in its entirety, including, but deliver the property in a neat and ically excluded from the above:
41	No Exclusions	<del></del>			
	HOME WARRAN' BUYER Initial Req	uired			
44 45		Waived ]	A home warranty contr	act, shall be selected by 🚨 BUY	ER, SELLER and paid for by
47 48	at close of escrow to that such protection	f not less than one year, a	t a price NOT to exceed s rokers do not approve or	. The home warrant The Brokers it endorse any particular program.	y contract shall become effective nerein have informed both parties
		LEST COMMUNITY DI		-	
52	If so, complete the fo		_	*F	. The amount of
54 55	any delinquent asses paid current by the S	sments including penaltic ELLER at close of escrov	es, attorney's fees, and of v. SELLER must disclose	her charges provided for in the e knowledge of upcoming and pe	management documents shall be
57	Assessments levied,	s levied shall be paid by I but not yet due, shall be p	aid by 🚨 BUYER, 🗖 SI	ELLER, 🗖 other	
59		Resale Package for review			y NRS. BUYER to have five (5) written notice to cancel must be
61 62	AREA RECREAT	TION PRIVILEGES A	ND RULES if applica	ble, SELLER shall relinquish,	on or before close of escrow, lities and general improvements.
64 65	Upon close of escre shall become famil	ow, SELLER agrees to pa	ay replacement charges f mon-interest community	or identification cards or keys t	hat are not relinquished. BUYER nent policies regarding recreation
	Address	1317 N. Virginia	Street	Reno	NV 89503
Pa	ge 3 of 7	Buyer /	and Seller	have read this page.	RSAR© 09/30/11 ROA 3/7
		Produced with zone mile	by zinLogix, 18070 Fifteen Mile Road	Freser, Michigan 48026 www.ziol.ogix.com	Virginia

]	ITEMS NOT ADDRESSED Items of a general maintenance or cosmetic nature which do	not materially affect value or use of the
2	subject property, which existed at the time of acceptance and which are not expressly address	ed in this Agreement are deemed accepted
_	by the BUYER.	
	INSPECTIONS AND FINAL WALK-THROUGH Acceptance of this offer is subject to	the following reserved right BIIVED
Č	have the property inspected and select the licensed contractors, certified building inspectors an	d/or other qualified professionals who will
7	inspect the property. The following is not an exhaustive list of possible inspections: therefore	the BUYER shall initial those inspections.
2	included and waived AND add under "OTHER" any additional inspections necessary to sa	tisfy the BUYER.
10	OR D according to the deadline inserted in the above "Sale of Other Property"	
11	OR D within days of Lien Holder(s) Approval of Short Sale,	
	all inspections shall be completed and BUYER shall deliver to SELLER, at BUYER's sole ex	opense, copies of all inspection reports and
13	written notice signed by BUYER providing for one of the following:	, , , , , , , , , , , , , , , , , , , ,
14		
15 16		Addendum listing all required repairs to
17		ealed by any inspection report materially
18	and/or reasonably justify such a decision.	•
19	If any inspection is not completed and delivered to SELLER by the deadline set forth above, E	BUYER is deemed to have waived the right
	to that inspection and SELLER is released from liability for the cost of repairs said inspection	
	been conducted, except as otherwise provided by law. If BUYER acts reasonably in terminating conditions revealed by the inspection(s), BUYER is released from any and all obligations to	
23	earnest money deposit, less expenses incurred by BUYER.	SELECT and entitled to a letting of the
24	•	
	BUVER Initial Required	
26	included Waived	B. H. GREEN COLLER
27 28		Paid by:  BUYER,  SELLER Paid by:  BUYER,  SELLER
29	HEATING SYSTEM INSPECTION	Paid by: 23 BUYER, C SELLER
30	COOLING SYSTEM INSPECTION	Paid by: DBUYER, DSELLER
31	[/] [Q_/] OIL TANK TEST_Type	Paid by: DBUYER, DSELLER
32	If oil tank needs to be filled to perform test, BUYER D will, D will not reimburse SELLER.	
33 34	[] [	Paid by: BUYER, SELLER
	In the event device does not meet all applicable codes and/or laws, the cost of its removal s	hall be the responsibility of the SELLER
36	Stovepipe to be capped off at ceiling or fireplace to be restored to working order at SELLER's	expense.
37		nill Springs Services
38	[/ ] [/ ] FIREPLACE INSPECTION [/ ] [/ ] SURVEY Type	Paid by: DBUYER, DSELLER
39 40	SURVET Type  [	Paid by: DBUYER, DSELLER Paid by: DBUYER, DSELLER
41	WELL QUALITY	Paid by: DBUYER, DSELLER
42	[/ ] [/ ] SEPTIC PUMPING	Paid by: D BUYER, D SELLER
43	SEPTIC INSPECTION	Paid by: DBUYER, DSELLER
44 45	[/] [/] OTHER	Paid by: D BUYER, D SELLER
46	[ / _] [ / ] RE-INSPECTIONS	Paid by: D BUYER, D SELLER
47		•
48	SELLER agrees to provide reasonable access to the property to BUYER, as well as inspectors	representing BUYER, for both inspections
	and re-inspections as provided in this Agreement and to representatives of lending institutions	
	have all utilities in service the day of inspection and until close of escrow. BUYER shall have the no later than7 days prior to close of escrow to ensure compliance with the terms of the terms	
52	and the second of control to the second of t	ing rigitorium.
53	LIMITATION OF REPAIR COSTS The SELLER agrees to pay for and complete repairs in	
	of \$ for all repair conditions indicated on Page 2, lines 18-24 (Appraisal	
	Maintenance); Page 4, lines 5-49 (Inspection and Final Walk Through); and/or any defect Disclosure Form or discovered by SELLER but not disclosed in the Seller's Real Proper	
	discovered to be materially worse than was indicated.	ty Disclosure Form of which has been
58	In the event BUYER's required repairs are not completed by close of escrow, BUYER shall	
	SELLER's funds for the remaining repairs shall be disburse on behalf of the BUYER. The Brok	
	in the payment of any repair, correction or deferred maintenance on the subject property whi	ch may have been revealed by the above
62	inspections, agreed upon by the BUYER and SELLER or requested by one party.	
	DESTRUCTION OF IMPROVEMENTS If the improvements of the property are destro	yed, materially damaged, or found to be
64	materially defective prior to close of escrow, BUYER may terminate the Agreement by writt	en notice delivered to SELLER's Broker,
65	and earnest money deposit shall be returned to BUYER. In the event BUYER does not elect to	terminate the Agreement, BUYER shall be
66	entitled to receive, in addition to the property, any insurance proceeds payable on account of th	e damage, destruction and/or defect.
	Address 1317 N. Virginia Street Reno	NV 89503
Par	e 4 of 7 Buyer A 1 and Seller ( M ) have read this page.	RSAR© 09/30/11
1 stř		ROA 4/7
	Produced with an Formal by 2iol only, 18070 Fifteen Mile Road, Fraser, Michigan 48026, Wasy, zio	Logix.com Virginia

1 OIL AND PROPANE If applicable, any oil or propane existing at time of written acceptance, allowing for normal use up to close of 2 escrow, will be purchased by BUYER m included in the purchase price. If fuel is purchased by BUYER, SELLER to contact fuel 3 company to measure existing fuel no later than five (5) days prior to close of escrow. Fuel credit amount to be submitted to title company 4 for credit to SELLER for remaining fuel. 6 PHYSICAL POSSESSION Physical possession of the property, with keys to all property locks, community mailbox keys, alarms, 7 and garage door opener(s), if applicable, shall be delivered to BUYER 🗵 upon recordation of the deed or 🗆 by separate Agreement. 8 9 VERIFICATION OF INFORMATION Any information relating to square footage, land or its use, and/or improvements of 10 the land are approximate or estimates only, and neither the SELLER nor the Brokers involved make any representation or guarantee It regarding the accuracy. Any oral or written representations by SELLER or Brokers regarding age of improvements, size, and square 12 footage of parcel or building, or location of property lines, may not be accurate. Apparent boundary line indicators such as fences. 13 hedges, walls, or other barriers may not represent the true boundary lines. Brokers are not obligated to investigate the status of permits, 14 zoning, or code compliance. BUYER to satisfy any concerns with conditions that are an important or critical element of the purchase 15 decision. BUYER has not received or relied upon any representations by either Brokers or SELLER with respect to the condition of the 16 property which are not contained in this Agreement or in any attachments. The information contained in the Multiple Listing Service, 17 computer or advertisements, and feature sheets pertaining to this property are not warranted or guaranteed by the Brokers. Errors and/or 18 omissions in inputting information, while uncommon, are possible. BUYER shall be responsible for verifying the accuracy of pertinent 19 information. Deposit of all funds necessary to close escrow shall be deemed as final acceptance of the property. SELLER agrees to hold 20 all Brokers in the transaction harmless and to defend and indemnify them from any claim, demand, action or proceedings resulting from any omission or alleged omission by SELLER's statements. 23 FIXTURES All items permanently attached to the property as of this date, including, but not limited to, light fixtures, attached 24 floor coverings, draperies, blinds and shades including window hardware, door and window screen(s), storm sash, combination doors, 25 awnings, TV antenna(s), satellite dish, burglar, fire and smoke alarms, built-in pools and spas and related equipment, solar system(s), 26 conforming woodstoves, attached fireplace screen(s), electric garage door opener(s) with control(s), outdoor plants and trees, (other than 27 in movable containers), are included in the purchase price, free of liens, EXCLUDING No Exclusions 28 29 30 31 PERSONAL PROPERTY The following personal property, on the premises when inspected by BUYER, is included in the purchase 32 price and shall be transferred to BUYER free of liens at close of escrow with no warranty implied as to the condition of any personal property after close of escrow: Kitchen Appliances including Refrigerator. 33 35 36 WATER RIGHTS Water rights, if any, to be included with the property unless specifically excluded by deed or mutual agreement. 38 WATER METERS The BUYER may be required, at some future date, to incur the costs of installation of water meters and/or 39 conversion to metered rates. 40 41 WELLS Many factors may affect the performance of a well system. If the property includes a well, BUYER may be required, at some 42 future date, to incur the costs of connecting the residence to a public water system. See Authorization for Release of Water Quality and 43 Water Quantity Testing Results and Information Regarding Private Well and Septic System. ADDITIONAL FEES Some areas may include/impose additional fees or charges for the remediation of water systems. 45 46 47 SEPTIC SYSTEMS If the property includes a septic system, BUYER may be required, at some future date, to incur the costs of 48 connecting the residence's plumbing to a public sewer system. See Information Regarding Private Well and Septic System. 49 50 At close of escrow, BUYER assumes all future costs associated with water meters, wells and septic systems. 51 52 PRIVATE ROADS If the property shares a common road or access driveway or right of way with other property, the SELLER shall 53 disclose the existence of any road maintenance agreement. 54 55 LAND USE REGULATION The BUYER is advised the property may be subject to the authority of the federal government, state, 56 county, Tahoe Regional Planning Agency, city and/or the various courts having jurisdiction. These governmental entities, from time to 57 time, have adopted and revised land use and environmental regulations that may apply to the property, and which, among other things, 58 may restrict new construction, expansion, remodeling and rebuilding of buildings and other improvements. Due to the uncertain effect of 59 land use and environmental regulations that may apply to the property and may affect BUYER's intended use of the property, the Broker 60 makes no representations or warranties regarding the existing permissible uses or future revisions to the land use regulations. 61

66 insurance carrier or other appropriate agency.

62 ENVIRONMENTAL CONDITIONS The BUYER is advised the property may be located in an area found to have special flood 63 hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or wildland fires. It may be 64 necessary to purchase additional insurance in order to obtain a loan secured by the property from any federally regulated financial 65 institution or a loan insured or guaranteed by an agency of the U.S. Government. For further information, consult your lender.

1 TAX WITHHOLDING (FIRPTA) Unless the property is acquired for use as a primary residence and is sold for no more than 2 \$300,000. SELLER agrees to provide BUYER with (a) NON-FOREIGN SELLER AFFIDAVIT (PPC Form 101-V), or (b) 3 WITHHOLDING CERTIFICATE FORM from the Internal Revenue Service stating that withholding is not required. In the event none of 4 the foregoing is applicable, BUYER must withhold 10% of the Gross Sales Price under the FOREIGN INVESTMENT AND REAL 5 PROPERTY TAX ACT (IRC Section 1445). 7 TAX DEFERRED EXCHANGE In the event BUYER or SELLER wishes to enter into an IRC tax deferred exchange for the real 8 property described herein, each of the parties agrees to cooperate with the other party in connection with such exchange, including the 9 execution of documents as may be reasonably necessary to effectuate the same. Provided that the other party shall not be obligated to 10 delay the closing, all additional costs in connection with the exchange shall be borne by the party requesting the exchange, and the other 11 party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability which would 12 survive the exchange. The other party shall be indemnified and held harmless against any liability arising or is claimed to have arisen on 13 account of the acquisition of ownership of the exchange property. 14 15 ADDITIONAL TERMS AND CONDITIONS: 16 This agreement is contingent upon the approval of the terms of the purchase by the Board of 17 Regents of the Nevada System of Higher Education. 17 Regents of the Nevada System of Higher Education. If the Board of Regents, in its sole and 18 absolute discretion, does not approve the terms of the proposed agreement, the offer made 19 herein shall be deemed null and void without the necessity of further documentation and 20 shall be deemed to be of no binding effect whatsoever. 21 22 THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER: 23 Common Interest-Community Information Statement "Before You Purchase Property in a Common-Interest Community Did You Know...." 25 Duties Owed by a Nevada Real Estate Licensee 26 Environmental Contact List 27 Information Regarding Private Well and Septic System 28 Residential Disclosure Guide 29 The New Reality of Property Insurance 31 THE FOLLOWING ADDENDA AND EXHIBITS ARE ATTACHED AND INCORPORATED 32 Authorization of Release of Water Quality and Water Quantity Testing Results 33 Consent to Act 34 D Financing Addendum 35 Lead Based Paint Addendum (if property built prior to 1978) 36 Range Land Disclosure 37 Used Manufactured/Mobile Home Disclosure 38 Seller's Energy Consumption Evaluation or Waiver 39 **D** Other 40 42 ELECTRONIC TRANSMISSION The electronic transmission of a signed copy hereof or any counter offer/amendment to the other 43 party or the Broker shall constitute delivery of said signed document. Signatures appearing on electronically transmitted documents 44 shall be accepted as originals. 46 TIME IS OF THE ESSENCE Time is of the essence of this Agreement. 47 48 NEVADA LAW TO APPLY Nevada law shall apply to the interpretation and enforcement of this Agreement. 49 50 MEDIATION For information purposes only. If a dispute arises out of or relates to this Agreement, or its breach, the parties are 51 aware that the local Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon 52 request. 53 54 ATTORNEY FEES In the event either party is required to engage the services of an attorney to enforce this Agreement, the 55 prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses and costs. 57 CODE OF ETHICS Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National Association of 58 REALTORS® and therefore subscribes to a higher ethical standard in the industry, known as the REALTOR® Code of Ethics. To receive 59 a copy of the REALTOR® Code of Ethics, ask your real estate professional OR, the local Association of REALTORS®. 61 PROFESSIONAL CONSULTATION ADVISORY A real estate Broker is qualified to advise on real estate. The parties are advised 62 to consult with appropriate professionals, including, but not limited to, engineers, surveyors, appraisers, lawyers, CPAs, or other 63 professionals, on specific topics, including, but not limited to, land use regulation, boundaries and setbacks, square footage, physical 64 condition, legal, tax, water rights and other consequences of the transaction. NV 89503 1317 N. Virginia Street Reno Address Page 6 of 7 RSAR© 09/30/11 have read this page <u>`</u>] and Seller [<u>∭</u>271• **ROA 6/7** Produced with zipForm® by zipLogix, 18070 Filteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com Virginia

1 BROKERAGE FEE The SELLER agrees to pay in cash	the following real estate commission for services rendered, which SELLER
2 nereby irrevocably assigns from escrow: % of th	e accepted price, or \$ , shall be paid to the BUYER's Broker:
4 separate Listing Agreement. Escrow instructions with respec	the accepted price, or \$, shall be paid to the BUYER's Broker: espective of the agency relationship. Listing Broker's commission shall be per ct to commissions may not be amended or revoked without the written consent
5 of the Brokers herein.	•
7 EXPIRATION OF OFFER This offer shall expir	e unless acceptance, including delivery thereof, to BUYER or to
7	nts incorporated and attached contain the entire Agreement of the parties and
I supersede all prior Agreements or representations with resr	pect to the property which are not expressly set forth herein. This Agreement
12 may be modified only in writing, signed and dated by both it of any real estate Brokers which are not herein expressed.	parties. Both parties acknowledge that they have not relied on any statements
14	
15 BUYER acknowledges having read and approved each of the for the price and on the terms and conditions specified.	he provisions of this Agreement and agrees to purchase the described property
17	
18 19 DATED 6-26-11 TIME	Description The DINCOL Linear in
30	Representation: The BUYER's Licensee is:
21 BUYER COLOR	BUYER's Licensee Print Name
22 23 BUYER	BUYER Broker Name N/A
24	
25 BUYER	BUYER Company Name
27 BUYER	BUYER Licensee Signature
2 <b>8</b>	(Licensees acknowledgement of receipt of deposit)  Office Address
30	
31	
33	Phone Fax
34 35	Email
36	CORD
37 38 SELLER acknowledges having read and engroved each of t	the provisions of this Agreement. Authorization is hereby given the Brokers
39 in this Agreement to deliver a signed copy to BUYER and	I to disclose the terms of sale to members of a Multiple Listing Service or
O Association of REALTORS® at close of escrow.	•
2 SELLER'S ACCEPTANCE, COUNTER OFFER OR RI	EJECTION OF AGREEMENT
3 SELLER to check one of the following options and date, tim	e and sign this Agreement.
5 Acceptance of Offer The undersigned SELLER accept	ots this offer to purchase, agrees and has the authority to sell the above
6 described property on the terms and conditions as stated here	ein.
8 Counter Offer The SELLER signs this offer subject to a	Counter Offer dated
19	
0 □ Rejection By the signature below, SELLER rejects the for	· -
2 DATED 6/25/12 TIME 8:00 am	Representation: The SELLER's Licensee is:
4 SELLER Reggy & Hall	SELLER's Licensee
5 <b>/ '</b> ()	Print Name
66 SELLER	Broker Name
8 SELLER	Company Name
9 60 SELLER	Office Address
)]	
<sup>2</sup>	
4	Phone Fax
is ————————————————————————————————————	Email
···	
Address 1317 N. Virginia Street	Reno NV 89503
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# **EXHIBIT 5**



Reno Office

815 Maestro Dr. Reno, NV 89511 Ph: 775.829.2245 Fax: 775.829.2213

Las Vegas Office

6280 S. Valley View Blvd. Suite 604 Las Vegas, NV 89118 Ph: 702.260.4961 Fax: 702.260.4968

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	Regulatory Compliance
	Environmental Audits
	Hydrogeology
1	Hazmat Response

# PHASE I ENVIRONMENTAL SITE ASSESSMENT

1317 North Virginia Street Reno Washoe County Nevada

Prepared for:

UNR Real Estate Office Business Center North 895 North Center Street Reno, Nevada 89501

April 19, 2012

# **EXECUTIVE SUMMARY**

The subject property is comprised of a single parcel of land located at 1317 North Virginia Street in Reno, Washoe County, Nevada. McGinley and Associates, Inc. (MGA) performed a Phase I Environmental Site Assessment (ESA) of this property at the request of the University of Nevada, Reno (UNR) to determine potential environmental concerns associated with the property.

The subject property comprises an area of approximately 8,280 square feet and presently consists of one single-family residential structure and its associated utilities. The structure is a single-story former residence, approximately 1,399 square feet in size with a 1,028 square foot unfinished basement and garage. Currently, it is utilized as a non-profit charity office for meetings and special events. The structure is surrounded by a paved parking lot to the west and by landscaping to the north, east and south. The parcel has an approximate five percent downward slope to the south-southeast. A heating oil underground storage tank (UST) is located at the northeast portion of the property.

Access to the site is gained via North Virginia Street to the east or Terrace Drive to the west. The subject property is bordered by the following: a residential property to the north; a restaurant business to the south; N. Virginia Street and the UNR campus beyond to the east; and Terrace Drive and residential properties beyond to the west.

The subject property is located within the Truckee Meadows region of northern Nevada at an elevation of approximately 4,520 feet above mean sea level. Average minimum and maximum annual temperatures for Reno, Nevada during the period from 1937 to 2007 were 34.2 and 67.2 degrees Fahrenheit, respectively, while total annual precipitation averaged 7.29 inches. The geology of the subject property has been mapped as Quaternary-age Tahoe Outwash. The deposits are described as a boulder to cobble gravel, sandy gravel, and gravely sand. Giant boulders are not uncommon. Surficial soils at the subject site have been mapped as a hybrid of Reno stony sandy loam with slopes of two to eight percent and Xman very stony loam with slopes of 15 to 30 percent. The soil unit is described as well drained with very low to low available water capacity. There are no surface water bodies such as streams, ponds, or wetlands located on the subject property. The nearest major surface water body to the subject property is the Truckee River, which is located approximately one mile to the south. Runoff from the site during storm events would most likely travel overland towards North Virginia Street to the east. Depth to groundwater in the vicinity of the subject property is approximately 30 to 80 feet below ground surface (fbgs). MGA estimates that groundwater flow direction is towards the south-southeast. In addition, no wells were observed on the property and a search of the State of Nevada Division of Water Resources (NDWR) database did not indicate any wells on the property.

A site reconnaissance revealed a recognized environmental conditions (REC) in the form of an active underground storage tank (UST) containing heating oil. The fill port is located in the driveway at the northeast portion of the subject property. According to the property owner, the UST has never been replaced. In addition, reconnaissance of the publicly accessible portions of those properties located immediately adjacent to the subject property revealed no evidence of RECs at the time of the site visit.

A historical assessment indicates that the residential structure located on the subject property was originally constructed in 1926. No historical recognized environmental conditions were noted for the subject property.

A review of regulatory agency records did not identify the subject property as a regulated site. In addition, the review of regulatory agency records did identify one Resource Conservation and Recovery Act (RCRA) large quantity generator (RCRA-LQG), 90 state hazardous waste sites (SHWS), one state and tribal landfill and/or solid waste disposal site (SWF/LF), and one RCRA non-generator (NonGen) site. Each of the sites identified are located far from the subject property, are at locations that are considered likely to be hydrologically downgradient from, or cross gradient to, the subject property, have had no

reported releases, have had no reported violations of hazardous waste regulations, and/or have received regulatory closure. For these reasons, these sites are considered unlikely to cause, or have caused, environmental impact to the subject property and do not appear to serve as RECs to the subject property at this time.

A plume of the organic solvent perchloroethylene (PCE), which has been attributed to historic disposal practices from commercial and industrial operations such as dry cleaners and automobile repair shops, is known to exist throughout much of Reno-Sparks area, including the area of the subject property. In order to address the PCE issue, the Nevada Division of Environmental Protection (NDEP) and the Washoe County District Health Department (WCDHD) created a special "remediation district" in 1998 known as the Central Truckee Meadows Remediation District (CTMRD). Because the issue is a regional one, it is considered unlikely that responsible parties will be named.

Identification and sampling for the presence of asbestos, mold, and radon gas were beyond the Scope of Work for this Phase I ESA. However, MGA is of the opinion that these substances may be present at the subject property. Should the user of this Phase I ESA wish to gain confidence with respect to the presence (or absence) of these substances within the on-site structure, MGA recommends that a qualified inspector be contacted for that purpose.

Upon conclusion of our Phase I ESA, and based on the information reviewed, MGA is of the opinion that there exists the possibility of impacts to subsurface soils and/or groundwater as a result of past and present utilization of the on-site heating oil UST. For this reason, MGA recommends that a limited Phase II ESA be conducted on the subject property. This assessment has revealed no evidence of recognized environmental conditions in connection with the subject property, except for the UST.

# **EXHIBIT 6**



**Reno Office** 815 Maestro Drive Reno, NV 89511

ph: 775.829.2245 fax: 775.829.2213 www.mcgin.com Las Vegas Office 6280 So. Valley View Blvd Suite 604 Las Vegas, NV 89118

ph: 702.260.4961 fax: 702.260.4968

May 15, 2012 Project #UNR046

University Of Nevada, Reno Real Estate Division 895 N. Center St. Reno, NV 89501

**ATTN:** Mr. Troy Miller

RE: LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT (ESA)

ACTIVITIES, 1317 N. VIRGINIA ST., RENO, NV

Mr. Miller,

McGinley and Associates, Inc. (MGA) is pleased to submit this report summarizing the results of a limited Phase II Environmental Site Assessment (ESA) conducted at 1317 N. Virginia St. in Reno, Nevada. The site location is indicated in *Figure 1*.

### 1. OBJECTIVES

The objectives of the ESA activities were to assess for the presence of petroleum product impacted soil in the vicinity of an existing fuel oil underground storage tank (UST).

# 2. SCOPE OF SERVICES

The ESA activities were conducted on May 4, 2012, and included the following:

- advancing two direct-push (Geoprobe<sup>TM</sup>) borings (SB-1 and SB-2) on the subject property;
- collecting soil samples from each Geoprobe TM boring;
- analytical testing of collected samples by a Nevada-certified laboratory; and,
- preparing this report.

# 3. BACKGROUND

In April of 2012, MGA conducted a Phase I ESA at the subject property and identified an existing underground storage tank used for heating oil as a recognized environmental condition. Information obtained during this investigation indicated that the fuel tank had the potential for petroleum product release into the subsurface.

### 4. RECENT ESA ACTIVITIES

The UST was opened and dipped to verify tank depth and fuel level. The bottom of the tank was approximately six feet below ground surface (fbgs) and no fuel was present in the tank. Following verification of tank depth, two direct-push borings (SB-1 and SB-2) were advanced at the approximate locations shown in *Figure 2*. Drilling was conducted by Western Strata Exploration, Inc. (Westex) of Clarksburg, California. A MGA representative was onsite to oversee field activities and collect soil samples. The ESA activities are described in the following sections.

### 4.1 Pre-field Activities

Prior to commencing with field activities the boring locations were marked with white paint, Underground Service Alert (USA call-before-you-dig) was notified and a utility location service (Whitco Inc. of Sparks, NV) was contracted to assess for the presence of underground utilities in the areas where drilling was to be conducted. A site-specific Health and Safety Plan (HASP) was prepared, and reviewed by all onsite personnel prior to commencing with field activities.

# **4.2** Advancement of Geoprobe<sup>™</sup> Borings

The borings were advanced using truck-mounted Geoprobe<sup>TM</sup> equipment. At each boring location an approximate two-inch diameter hollow stainless steel rod was advanced into the subsurface. Decontaminated rods were used at each boring location. Each boring was advanced to approximately eight fbgs.

# 4.3 Soil Sample Collection

Continuous soil cores were collected from each boring by placing a polyethylene sleeve inside the rod and advancing the rod into undisturbed soil. The soil cores were screened for petroleum product odors and staining and classified in accordance with the Unified Soil Classification System (USCS). Soil samples were collected from the continuous soil cores at approximately 7.5 and 8 fbgs. The soil samples were cut from the soil cores (care was taken to minimize disruption of the sample), capped on each end, and preserved on ice in a cooler pending delivery to the laboratory for analysis. The borings were backfilled with cement. Soil boring logs are provided in *Appendix A*.

# 4.4 Analytical Testing

Collected samples were delivered under chain-of-custody protocol to Alpha Analytical Laboratories, a Nevada-certified laboratory for analysis. The soil samples were analyzed for total petroleum hydrocarbons, extractable (TPH-E) using EPA Method SW8015B. Chain-of-custody records and laboratory reports for the soil samples are provided in *Appendix B*.

### 5. ANALYTICAL RESULTS

The analytical results for the soil samples are summarized in *Table 1* and *Figure 2*. No detectable concentrations of TPH-E were reported in either of the soil samples collected.

# 6. CONCLUSIONS

Based on the analytical results from the soil samples, there is no evidence to suggest a release has occurred from the heating oil UST. It is the opinion of MGA that no further assessment activities are warranted at this time.

### 7. LIMITATIONS

The conclusions presented herein are based on analytical data, field measurements and observations, and well survey data. MGA makes no warranties or guarantees as to the accuracy or completeness of information provided or compiled by others. The results reported herein are applicable to the time the sampling occurred. Changes in site conditions may occur as a result of rainfall, snowmelt, water usage, or other factors.

It should be recognized that definition and evaluation of environmental conditions is a difficult and inexact science. Judgments and opinions leading to conclusions and recommendations are generally made with an incomplete knowledge of the conditions present. More extensive studies, including additional environmental investigations, can tend to reduce the inherent uncertainties associated with such studies. The geologic and hydraulic conditions at this site are complex and difficult to fully understand given the limited amount of available data. Additional information not found or unavailable to MGA at the time of writing this report may result in a modification to the conclusions and recommendations contained herein.

The presentation of data in plots of contours presented herein is intended for the purpose of the visualization of environmental conditions. A greater degree of spatial and temporal data density may result in a more accurate representation of environmental conditions. Although such data visualization techniques may aid in providing a conceptual understanding of environmental conditions, such presentations are not intended to completely depict environmental conditions. This report is not a legal opinion. The services performed by MGA have been conducted in a manner consistent with the level of care ordinarily exercised by members of our profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

The use of the word "certify" in this document constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification and does not constitute a warranty or guarantee, either expressed or implied.

# 8. CLOSING

MGA trusts the information provided herein satisfies expectations of the University of Nevada, Reno. Should you have any questions, please contact Tracy Johnston at (775) 829-2245.

Respectfully submitted,

McGinley and Associates, Inc.

Justin Fike

Staff Hydrogeologist

I, Tracy Johnston, hereby certify that I am responsible for the services described in this document and for the preparation of this document. The services described in this document have been provided in a manner consistent with the current standards of the profession and to the best of my knowledge comply with all applicable federal, state and local statutes, regulations, and ordinances.

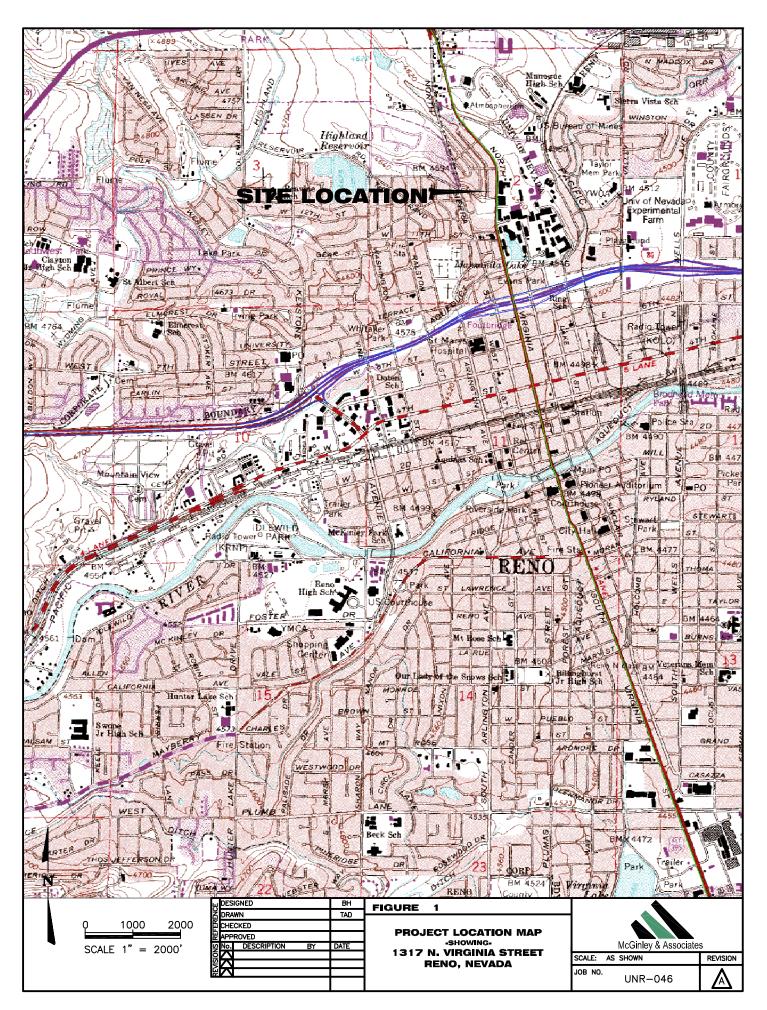
Tracy Johnston, P.E., C.E.M. #1620, Exp. 08/25/12

Project Manager

Table 1. Summary of Analytical Results for Soil Samples								
MGA SAMPLE ID	LOCATION	DEPTH (fbgs)	TPH (DRO)	TPH (ORO)				
UNR046-SB1-8ft	Boring SB1	8	<10	<10				
UNR046-SB2-7.5ft	Boring SB2	7.5	<10	<10				

TPH Total Petroleum Hydrocarbons (mg/Kg)
DRO Diesel Range Organics, C13 - C22
ORO Oil Range Organics, C22 - C40+
fbgs feet below ground surface
mg/Kg milligrams per kilogram

Note: Sample results were calculated on a wet weight basis





# **APPENDIX A**

**Soil Boring Logs** 

Project #: UNR046

Log: SB-1

Project: 1317 N. Virginia St.

Client: UNR Business Center North Supervisor: J. Fike

Site Location: Reno, NV Reviewed by: T. Johnston



			SAMPLES/LITHOLOGIC/MEASUREMENTS		w.mcgm.com
Depth (fbgs)	Sample Interval	Lithologic Symbol	Lithologic Description	PID (ppm)	Water Levels
0-			Ground Surface		
		12.45 12.45 11.111111111111111111111111111111111	Concrete Pavement		
1-			Silt w/fine Sand (ML) Orange brown, damp to dry. 10% sand. Fine grained. Sub-angular and sub-rounded. 90% silt. No plasticity. Medium dense. No Hydrocarbon (HC) odor.		
2-					
3-					
4					
-			Sandy Clay (CL) Brown, damp. 10% sand. Fine grained. Sub-angular. 90% silty clay. Low	_	
6-			plasticity. Trace fine gravel up to 1/4 in. sub-angular to sub-rounded. Stiff. No HC odor.		
7-					
8-				0.1	
9-					
10-					

Driller: WESTEX

Method: Direct Push

Date: 5-4-12

Hole Diameter: 2 in.

Note:

Project #: UNR046

Log: SB-2

Project: 1317 N. Virginia St.

Client: UNR Business Center North Supervisor: J. Fike

Site Location: Reno, NV Reviewed by: T. Johnston



	SAMPLES/LITHOLOGIC/MEASUREMENTS									
Depth (fbgs)	Sample Interval	Lithologic Symbol	Lithologic Description	PID (ppm)	Water Levels					
0-			Ground Surface							
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Concrete Pavement							
1-			Silt w/fine Sand (ML) Orange brown, damp to dry. 10% sand. Fine grained. Sub-angular and sub-rounded. 90% silt. No plasticity. Medium dense. No Hydrocarbon (HC) odor.							
3-										
4-			Silt (ML) Light brown, dry to damp. 100% silt. No plasticity. No HC odor.							
5-										
7-			Silty Sand (SM) Reddish white, dry. 80% sand. Well graded fine to coarse grained. Sub-angular and sub-rounded. 20% silt. No plasticity. Dense. No HC odor.							
8-			Silty Sand (SM) Brown, dry. 60% sand. Fine grained. Sub-angular and sub-rounded. 40% silt. Little to no plasticity. Trace coarse gravel up to 1 in. Medium dense. No HC odor.	0.0						
- 9-			Becomes yellowish red brown at 8 ft.							
-										
10-										

Driller: WESTEX

Method: Direct Push

Date: 5-4-12

Hole Diameter: 2 in.

Note:

# **APPENDIX B**

Chain-of-Custody Records and Analytical Reports for Soil Samples



# Alpha Analytical, Inc.

255 Glendale Ave. • Suite 21 • Sparks, Nevada 89431-5778 (775) 355-1044 • (775) 355-0406 FAX • 1-800-283-1183

# **ANALYTICAL REPORT**

McGinley & Associates, Inc.

815 Maestro Drive Reno, NV 89511

Attn:

Kenneth Greene

Phone:

(775) 829-2245

Fax:

(775) 829-2213

Date Received: 05/04/12

Job:

UNR046/1317 N. Virginia

# Total Petroleum Hydrocarbons-Extractable

# EPA Method SW8015B / E

Parameter	Concentration	Reporting Limit	Date Extracted	Date Analyzed
Client ID: UNR046-SB1-8 FT				
Lab ID: MGA12050404-01A TPH-E (DRO)	ND	10 mg/Kg	05/07/12	05/07/12
Date Sampled 05/04/12 10:30 TPH-E (ORO)	ND	10 mg/Kg	05/07/12	05/07/12
Client ID: UNR046-SB2-7.5 FT				
Lab ID: MGA12050404-02A TPH-E (DRO)	ND	10 mg/Kg	05/07/12	05/07/12
Date Sampled 05/04/12 10:15 TPH-E (ORO)	ND	10 mg/Kg	05/07/12	05/07/12

Diesel Range Organics (DRO) C13-C22 Oil Range Organics (ORO) C22-C40+

Sample results were calculated on a wet weight basis.

ND = Not Detected

Roger Scholl

Roger L. Scholl, Ph.D., Laboratory Director • • Randy Gardner, Laboratory Manager • • Walter Hinchman, Quality Assurance Officer Sacramento, CA • (916) 366-9089 / Las Vegas, NV • (702) 281-4848 / Carson, CA • (714) 386-2901 / info@alpha-analytical.com Alpha Analytical, Inc. certifies that the test results meet all requirements of NELAC unless footnoted otherwise.

Statement of Data Authenticity: Alpha Analytical, Inc. attests that the data reported has not been altered an any way. Alpha Analytical, Inc. currently holds appropriate and available NDEP certifications for the data reported - certification #NV00016. **Report Date** 

Billing Information:

# CHAIN-OF-CUSTODY RECORD

# Alpha Analytical, Inc.

255 Glendale Avenue, Suite 21 Sparks, Nevada 89431-5778

TEL: (775) 355-1044 FAX: (775) 355-0406

Client:

PO:

McGinley & Associates, Inc. 815 Maestro Drive

Report Attention Kenneth Greene

Phone Number (775) 829-2245 x

**EMail Address** kgreene@mcgin.com

EDD Required: Yes

Sampled by: Justin Fike

Samples Received Cooler Temp 4°C

WorkOrder: MGA12050404

Report Due By: 5:00 PM On: 07-May-12

**Date Printed** 04-May-12

04-May-12

AWENDE 1 of 1

QC Level: S3

Reno, NV 89511

Client's COC #: 58782

UNR046/ 1317 N. Virginia

Signature

= Final Rpt, MBLK, LCS, MS/MSD With Surrogates

		AND THE PROPERTY OF THE PROPER		manuscriptor at a Versal to a Publish			Re	quested Tests		
<b>Al</b> pha	Client	Collection	No. of	Bottles	5	TPH/E_S				
Sample ID	Sample ID	Matrix Date	Alpha	Sub	TAT				; ;	Sample Remarks
MGA12050404-01A	UNR046-SB1-8 FT	SO 05/04/12 10:30	1	0	1	TPH/E_N				
MGA12050404-02A	UNR046-SB2-7.5 FT	SO 05/04/12 10:15	1	0	1	TPH/E_N				

Comments:

Samples brought in by client. Frozen Ice. Amended 5/4/12 @ 14:45 to change TAT to 24hr, per phone call from Justin Fike.:

Logged in by:

Company Alpha Analytical, Inc. Date/Time

NOTE: Samples are discarded 60 days after results are reported unless other arrangements are made. Hazardous samples will be returned to client or disposed of at client expense. The report for the analysis of the above samples is applicable only to those samples received by the laboratory with this COC. The liability of the laboratory is limited to the amount paid for the report. Bottle Type: L-Liter V-Voa S-Soil Jar O-Orbo T-Tedlar B-Brass P-Plastic OT-Other Matrix Type: AQ(Aqueous) AR(Air) SO(Soil) WS(Waste) DW(Drinking Water) OT(Other)

Billing Information:

# CHAIN-OF-CUSTODY RECORD

# Alpha Analytical, Inc.

255 Glendale Avenue, Suite 21 Sparks, Nevada 89431-5778

TEL: (775) 355-1044 FAX: (775) 355-0406

Report Attention

Phone Number

EMail Address

Kenneth Greene

(775) 829-2245 x

kgreene@mcgin.com

EDD Required: Yes

Sampled by: Justine Fike

4°C

WorkOrder: MGA12050404

Report Due By: 5:00 PM On: 11-May-12

Cooler Temp

Samples Received 04-May-12 Date Printed 04-May-12

Page: 1 of 1

Reno, NV 89511 PO :

QC Level: S3

Client:

Client's COC #: 58782

815 Maestro Drive

McGinley & Associates, Inc.

Job: UNR046/ 1317 N. Virginia

-

= Final Rpt, MBLK, LCS, MS/MSD With Surrogates

A-3440- A-							 Requested Tests	\$ 	
Alpha	Client	Collection	No. of	Bottles	\$	TPH/E_S			
Sample ID	Sample ID	Matrix Date	Alpha	Sub	TAT				Sample Remarks
MGA12050404-01A	UNR046-SB1-8 FT	SO 05/04/12 10:30	1	0	5	TPH/E_N	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
MGA12050404-02A	UNR046-SB2-7.5 FT	SO 05/04/12 10:15	1	0	5	TPH/E_N			

Comments:

Samples brought in by client. Frozen Ice. :

Signature

**Print Name** 

Company

Date/Time

Logged in by:

Saralopper

Sara Coffee

Alpha Analytical, Inc.

5/4/12/12:43

NOTE: Samples are discarded 60 days after results are reported unless other arrangements are made. Hazardous samples will be returned to client or disposed of at client expense.

The report for the analysis of the above samples is applicable only to those samples received by the laboratory with this COC. The liability of the laboratory is limited to the amount paid for the report.

Matrix Type: AQ(Aqueous) AR(Air) SO(Soil) WS(Waste) DW(Drinking Water) OT(Other)

Bottle Type: L-Liter V-Voa S-Soil Jar O-Orbo T-Tedlar B-Brass P-Plastic OT-Other

\*Key: AQ - Aqueous SO - Soil WA - Waste OT - Other AR - Air \*\*: L-Liter V-Voa S-Soil Jar O-Orbo T-Tedlar B-Brass P-Plastic OT-Other NOTE: Samples are discarded 60 days after results are reported unless other arrangements are made. Hazardous samples will be returned to client or disposed of at client expense. The report for the analysis of the above samples is applicable only to those samples received by the laboratory with this coordinate of the disposal of the report.



# **Environmental Inspection & Control Services**

April 11, 2012

#### CLIENT

University of Nevada Ms. Ms. Amanda Leiner 895 N. Center St. Reno, NV 89501

#### PROJECT LOCATION

1371 N. Virginia St.

Reno, NV

#### **PURPOSE OF INSPECTION**

Pre-purchase inspection for asbestos containing materials

#### **REFERENCES**

Exhibit A

I A T L Certificate of Analysis # 269245

#### Background

EICS was engaged by the client to inspect the above noted location for presence of asbestos containing materials (acm). The site consists of a MF zoned one story, frame, single family dwelling with a full basement and garage underneath. The age of the building is approximately 75 years. The inspection was performed on April 03, 2012 by Lawrence G. Thir, owner and senior hygienist of EICS. Access was provided by the client. The building was not occupied at the time of inspection.

# Inspection

I visually inspected the building for the presence of suspect acm. I then wetted, and using a clean sharp instrument, extracted 12 bulk samples of suspect acm. Each sample was placed in a sealed and labeled container, logged on a chain of custody, and then sent via FED EX to International Asbestos Testing Laboratories in Mt.Laurel, NJ for analysis by polarized light microscopy (PLM) using EPA method 600/R-93/116.

#### Laboratory results

Sample no.	Location	Material	Asb. Content
1.	West side of roof	2 <sup>nd</sup> layer comp. roof	None detected
2.	West side exterior	Stucco finish coat	None detected
<b>3</b> .	Garage ceiling	Wallbd. Joint compound	1.3% Chrysotile
4.	Bsmnt. Stairwell wall	Wall plaster	None detected
5.	Bsmnt. HVAC system duct	Grey/white duct tape	50% Chrysotile
6.	Bsmnt. Furnace	Grey/white duct tape	50% Chrysotile
7.	Kitchen wall	Plaster scratch coat	None detected
8.	Kitchen wall	Plaster skim coat	None detected
9.	N.E. bedroom closet	Plaster skim coat	None detected
10.	N.E. bedroom, S. wall	Plaster skim coat	None detected
11.	N.W. bedroom ceiling	Wall surface texture	None detected
12.	Utility room	Sheet vinyl flooring	None detected

#### Discussion

The USEPA and NV DEISH recognize any building materials with asbestos content greater than 1% as acm. The lab results indicate the joint compound applied to the wallboard in the garage has an asbestos content of 1.3%, and the 2" duct tape applied to the joints on the furnace system with an asbestos content of 50%. Those materials appeared to be in generally good condition and if left undisturbed should not pose a health hazard. However, if disturbance of said materials becomes necessary, the removal should be conducted only by trained and protected workers, using methods and engineering controls prescribed by OSHA and USEPA.

# Limitation

This report is applicable only to the areas of the building, herein discussed. Destructive/invasive investigation was not performed. Subterranean investigation was not performed. The attic was not accessible.

Thank you for the opportunity to be of service. If you have any questions, please call me at (775)786-2800.

Respectfully submitte

Lawrence G. Thir EICS IJPM0080

Owner-Senior Hygienist

# **EXHIBIT 8**



# PRELIMINARY REPORT

PROPOSED BUYER: University of Nevada Real Estate

**PROPOSED LENDER:** To Be Determined

PROPERTY ADDRESS: 1317 N. Virginia Street

Reno, Nevada

Escrow Office: Title Office:

Ticor Title of Nevada, Inc.
5441 Kietzke Lane, Suite 100

Ticor Title of Nevada, Inc.
5441 Kietzke Lane, Suite 100

Reno, Nevada 89511 Reno, Nevada 89511

Phone: (775) 824-3232 Fax: (775) 824-3233 Phone: (775) 324-7400 Fax: (775) 324-7402

Escrow Officer: Commercial Division Order No.: 01201640-CD

# The information contained in this report is through the date of March 23, 2012 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Chicago Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This report (and any supplements or amendments thereof) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

Countersigned

Shelly Saltz, Title Officer

# **SCHEDULE A**

The estate or interest in the land hereinafter described or referred to covered by this report is:

**FEE** 

Title to said estate or interest at the date hereof is vested in:

# CAMPUS CHRISTIAN ASSOCIATION AT THE UNIVERSITY OF NEVADA, INC.

The land referred to in this Report is situate in the State of Nevada, County of Washoe and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Order No.: 01201640-CD

# SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 6. Any lien or right to lien for services, labor or material not shown in the Public Records.
- 7. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Nevada Revised Statutes.
- 8. Any unpaid sewer service charges plus interest and penalties, which would create a lien and attach to said Land, pursuant to Reno Municipal Code. Specific amounts may be obtained by calling (775) 334-2095.
- 9. Any unpaid charges for Waste Management, plus any interest and/or penalties, which would create a lien and attach to said Land, pursuant to Nevada Revised Statutes.
- 10. Easement(s) and rights incidental thereto as delineated or as offered for dedication on Tract Map No. 192

Recording Date: May 28, 1925

Recording No: 34060, Deed Records.

11. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: February 4, 1926

Recording No: in Book 68, Page 235, as Document No. 36063, Deed Records.

12. A mortgage to secure an indebtedness as shown below

Amount: \$10,000.00 Dated: June 24, 1991

Mortgagor: CAMPUS CHRISTIAN ASSOCIATION AT THE UNIVERSITY OF

NEVADA, INC.

Mortgagee: BOARD OF CONFERENCE MISSION STRATEGY OF THE

CALIFORNIA-NEVADA ANNUAL CONFERENCE OF THE

UNITED METHODIST CHURCH, a corporation

Recording Date: July 16, 1991

Recording No: in Book 3293, Page 378, as Document No. 1494271, Official Records.

Re-Recording Date: May 10, 1996

Re-Recording No: in Book 4569, Page 102, as Document No. 1993379, Official Records.

13. A Deed of Trust to secure an indebtedness in the amount shown below,

Amount: \$10,000.00 Dated: October 23, 2003

Trustor/Grantor: CAMPUS CHRISTIAN ASSOCIATION AT THE UNIVERSITY OF

NEVADA, INC.

Trustee: FIRST AMERICAN TITLE COMPANY OF NEVADA

Beneficiary: HERITAGE BANK OF NEVADA

Recording Date: October 30, 2003

Recording No: 2947570, Official Records.

The effect of a Substitution of Trustee and Full Reconveyance;

Recording date: October 27, 2011

Recording No.: 4054048, Official Records

Due to the recent recordation of the above Substitution of Trustee and Full Reconveyance of the Deed of Trust shown above with no corresponding transaction, we require that Escrow personnel contact the lender for confirmation that the mortgage has been released and provide said confirmation to the Title department prior to closing.

14. Rights and claims of parties in possession by reason of unrecorded leases, if any, that would be disclosed by an inquiry of the parties or by an inspection of said Land.

Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts

are:

Assessor's Parcel No.: 007-125-06 Fiscal Year: 2011 - 2012

Total Taxes: \$2.98

Note: The charge for a policy of title insurance, when issued through this title order, will be based on

the Basic Title Insurance Rate.

Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this

report.

Note: The following information is provided strictly as an accommodation. According to the Assessor,

the address of the Land is as follows:

Type of Dwelling: commercial building

Address: 1317 N. Virginia Street, Reno, Nevada

### THE FOLLOWING REQUIREMENTS MUST BE MET PRIOR TO CLOSE OF ESCROW:

1. The Company will require the following in order to insure title vested in, or a conveyance from, the entity named below:

CAMPUS CHRISTIAN ASSOCIATION AT THE UNIVERSITY OF Name: NEVADA, INC.

- Proof of incorporation from the state or other place of incorporation a)
- A copy of the Articles of Incorporation and By-law b)
- c) A copy of the resolution authorizing the purchase, sale or encumbrance of real property and designating appropriate officers to execute same

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

2. The Company will require the following in order to insure title vested in, or a conveyance from, the entity named below:

Name: UNIVERSITY OF NEVADA REAL ESTATE

- Proof of incorporation from the state or other place of incorporation a)
- A copy of the Articles of Incorporation and By-law b)
- A copy of the resolution authorizing the purchase, sale or encumbrance of real property c) and designating appropriate officers to execute same

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Order No.: 01201640-CD

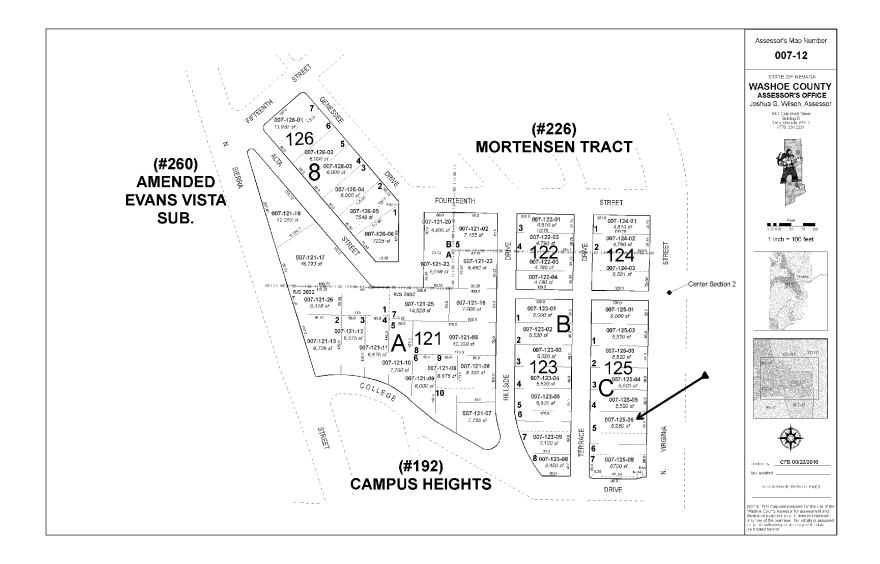
Order No.: 01201640-CD

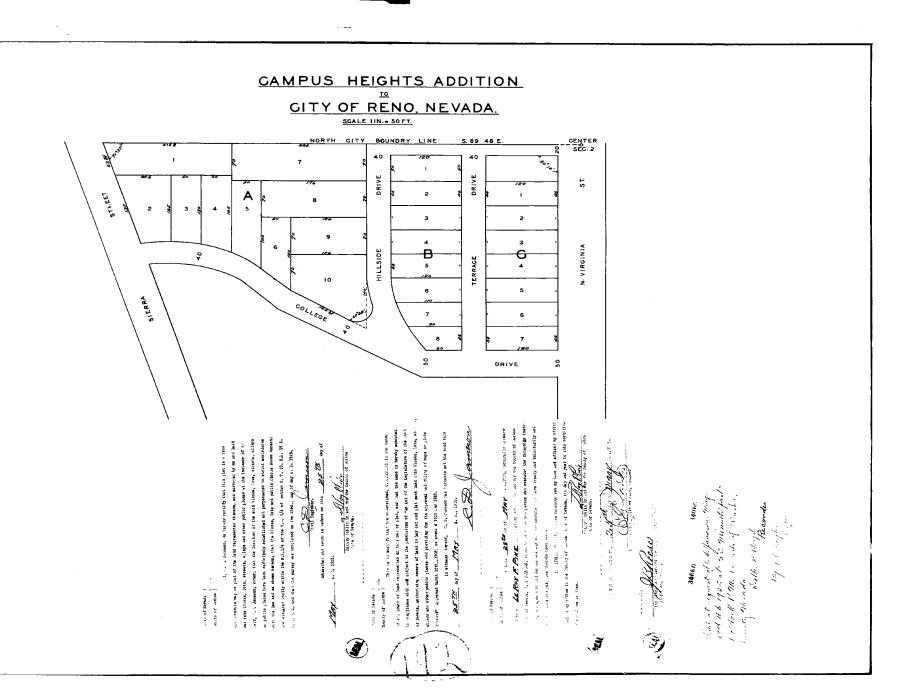
### **EXHIBIT A**

All that certain real property situate in the City of Reno, County of Washoe, State of Nevada, described as follows:

Lot 5 and the North ½ of Lot 6 in Block C of CAMPUS HEIGHTS ADDITION TO THE CITY OF RENO, NEVADA, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 28, 1925, Tract Map No. 192.

APN: 007-125-06





### ATTACHMENT ONE

#### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### **EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

# CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

#### **EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

#### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

• For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

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	Our Maximum Dollar
Your Deductible Amount	Limit of Liability
1.00% of Policy Amount Shown in Schedule A or	\$ <u>10,000.00</u>
\$ <u>2,500.00</u>	
(whichever is less)	
1.00% of Policy Amount Shown in Schedule A or	\$ <u>25,000.00</u>
\$ <u>5,000.00</u>	
(whichever is less)	
1.00% of Policy Amount Shown in Schedule A or	\$ <u>25,000.00</u>
\$ <u>5,000.00</u>	
(whichever is less)	
1.00% of Policy Amount Shown in Schedule A or	\$ <u>5,000.00</u>
\$ <u>2,500.00</u>	
(whichever is less)	
	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)  1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)  1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)  1.00% of Policy Amount Shown in Schedule A or \$2,500.00

### AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

#### **EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - improvements on the land
  - land division
  - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

- 2. The right to take the land by condemning it, unless:
  - a notice of exercising the right appears in the public records
  - on the Policy Date
  - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- 3. Title Risks:
  - that are created, allowed, or agreed to by you
  - that are known to you, but not to us, on the Policy Date unless they appeared in the public records
  - that result in no loss to you
  - that first affect your title after the Policy Date this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- 4. Failure to pay value for your title.
- 5. Lack of a right:
  - to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

• in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

### 2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

Attachment One (Revised 06-03-11)

CA, NV, HI and Guam

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

### 2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

# ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

# Fidelity National Financial, Inc. Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

#### **Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

#### **Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

<u>Disclosure to Affiliated Companies</u> – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

<u>Disclosure to Nonaffiliated Third Parties</u> – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law

### **Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

# Access to Personal Information/ Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, <u>FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.</u>

For your protection, <u>all requests made under this section must be in writing and must include your notarized signature to establish your identity</u>. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

#### **Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

Effective Date: 5/1/2008



# WIRE INSTRUCTIONS

PLEASE NOTE THESE INSTRUCTIONS ARE FOR FEDERAL RESERVE WIRE TRANSFERS ONLY. USE OF THESE INSTRUCTIONS FOR ANY OTHER TYPE OF DEPOSIT SUCH AS AN ELECTRONIC FUNDS TRANSFER, BILL PAY, OR DIRECT DEPOSIT WILL RESULT IN THE DEPOSIT BEING RETURNED.

# **Ticor Title of Nevada, Inc. WIRING INSTRUCTIONS**

# **RENO MAIN**

BANK OF THE WEST 300 SOUTH GRAND AVENUE LOS ANGELES, CA 90071

ABA NO.:121100782

Ticor Title of Nevada, Inc.
ESCROW TRUST ACCOUNT

ACCOUNT NO.: 847057221

### PLEASE REFERENCE THE ESCROW NUMBER

01201640-CD

University of Nevada Real Estate

THANK YOU,

Commercial Division
RenoCommercialUnit@fnf.com

5441 Kietzke Lane, Suite 100 Reno, NV 89511 Phone: (775) 824-3232 Fax: (775) 824-3233