

TENTATIVE MAP SUBMITTAL
for
Spanish Springs Self Storage LLC
APN: 534-571-02

November 8, 2023

Prepared For:
Spanish Springs Self Storage, LLC
270 S Main St. Ste 103
Bountiful, UT 84010



Community Services Department

Planning and Building

TENTATIVE PARCEL MAP

(see page 6)

PARCEL MAP WAIVER

(see page 11)

APPLICATION



Community Services Department
Planning and Building
1001 E. Ninth St., Bldg. A
Reno, NV 89512-2845

Telephone: 775.328.6100

Tentative Parcel Map

Washoe County Code (WCC) Chapter 110, Article 606, Tentative Parcel Map, prescribes the requirements for and waiver of, parcel maps. A parcel map shall be required for all subdivisions, merger, and re-subdivision of existing lots, and common-interest communities consisting of four (4) or fewer units. The Parcel Map Review Committee shall approve, conditionally approve, or deny the tentative parcel map within sixty (60) days of the date that the application is determined to be complete. See WCC 110.606, for further information.

Development Application Submittal Requirements

Applications are accepted on the 8th of each month. If the 8th falls on a non-business day, applications will be accepted on the next business day.

If you are submitting your application online, you may do so at [OneNV.us](https://www.onenv.us)

This sheet must accompany the original application and be signed by the Professional Land Surveyor.

1. **Fees:** See Master Fee Schedule. **Most payments can be made directly through the OneNV.us portal.** If you would like to pay by check, please make the check payable to Washoe County and bring your application and payment to the Community Services Department (CSD). There may also be a fee due to Engineering and Capital Projects for Technical Plan Check.
2. **Development Application:** A completed Washoe County Development Application form.
3. **Owner Affidavit:** The Owner Affidavit must be signed and notarized by all owners of the property subject to the application request.
4. **Proof of Property Tax Payment:** The applicant must provide a written statement from the Washoe County Treasurer's Office indicating all property taxes for the current quarter of the fiscal year on the land have been paid.
5. **Application Materials:** The completed Tentative Parcel Map Application materials.
6. **Title Report:** A preliminary title report, with an effective date of no more than one hundred twenty (120) days of the submittal date, by a title company which provides the following information:
 - Name and address of property owners.
 - Legal description of property.
 - Description of all easements and/or deed restrictions.
 - Description of all liens against property.
 - Any covenants, conditions and restrictions (CC&Rs) that apply.
7. **Development Plan Specifications:** (If the requirement is "Not Applicable," please check the box preceding the requirement.)
 - a. Map to be drawn using engineering scales (e.g. scale 1" = 100', 1" = 200', or 1" = 500' unless a prior approval is granted by the County Surveyor) showing all streets and ingress/egress to the property and must meet NRS standards as specified in NRS 278.466.
 - b. Property boundary lines, distances and bearings.
 - c. Contours at five (5) foot intervals or two (2) foot intervals where, in the opinion of the County Engineer, topography is a major factor in the development.
 - d. The cross sections of all right-of-ways, streets, alleys or private access ways within the proposed development, proposed name and approximate grade of each, and approximate radius of all curves and diameter of each cul-de-sac.
 - e. The width and approximate location of all existing or proposed easements, whether public or private, for roads, drainage, sewers, irrigation, or public utility purposes.

shown on the map by a prominent note on each sheet, as well as width and direction of flow of each water course within the boundaries of the development.

- g. The location and outline to scale of each existing building or structure that is not to be moved in the development.
 - h. Existing roads, trails or rights-of-way within the development shall be designated on the map.
 - i. Vicinity map showing the proposed development in relation to the surrounding area.
 - j. Date, north arrow, scale, and number of each sheet in relation to the total number of sheets.
 - k. Location of snow storage areas sufficient to handle snow removed from public and private streets, if applicable.
 - l. All known areas of potential hazard including, but not limited to, earth slide areas, avalanche areas or otherwise hazardous slopes, shall be clearly designated on the map. Additionally, active fault lines (post-Holocene) shall be delineated on the map.
8. **Street Names:** A completed "Request to Reserve New Street Name(s)" form (included in application packet). Please print all street names on the Tentative Map. Note whether they are existing or proposed.
9. **Packets:** Four (4) packets and a flash drive – any digital documents need to have a resolution of 300 dpi. One (1) packet must be labeled "Original" and contain a signed and notarized Owner Affidavit. Each packet shall include an 8.5" x 11" reduction of any large format sheets included in the application. These materials must be readable. Labeling on these reproductions should be no smaller than 8 point on the 8½ x 11" display. Each packet shall include: one (1) 8.5" x 11" reduction of any applicable site plan, development plan, and/or application map. Large format sheets should be included in a slide pocket(s). Any specialized reports identified above shall be included as attachments or appendices and be annotated as such.

- Notes:
- (i) Application and map submittals must comply with all specific criteria as established in the Washoe County Development Code and/or the Nevada Revised Statutes.
 - (ii) Based on the specific nature of the development request, Washoe County reserves the right to specify additional submittal packets, additional information and/or specialized studies to clarify the potential impacts and potential conditions of development to minimize or mitigate impacts resulting from the project. No application shall be processed until the information necessary to review and evaluate the proposed project is deemed complete by the Director of Planning and Building.
 - (iii) All oversized maps and plans must be folded to a 9" x 12" size.

I hereby certify, to the best of my knowledge,, all information contained in this application is correct and meets all Washoe County Development Code requirements.



Guillermo E. Carey, PLS 17758

Professional Land Surveyor

Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Building staff at 775.328.6100.

Project Information		Staff Assigned Case No.: _____	
Project Name: Spanish Springs Self Storage Parcel Map			
Project Description: Proposed parcel map creating 4 parcels within APN 534-571-02 and relocating Campo Rico Lane			
Project Address: 0 Campo Rico Lane, Washoe County 89441			
Project Area (acres or square feet): 11.31 Ac			
Project Location (with point of reference to major cross streets AND area locator): Northeast corner of State Route 445 Pyramid Highway and Calle De La Plata			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
534-571-02	11.31		
Indicate any previous Washoe County approvals associated with this application: Case No.(s). WTPM17-0008, WTPM19-0010, WTPM22-0013			
Applicant Information (attach additional sheets if necessary)			
Property Owner:		Professional Consultant:	
Name: Spanish Springs Self Storage, LLC		Name: Axion Engineering - Ryan T. Sims, P.E.	
Address: 270 South Main Street, Suite 103, Bountiful, Utah Zip: 84010		Address: 683 Edison Way Reno, NV Zip: 89502	
Phone: 801-349-5995 Fax:		Phone: Fax:	
Email: jareddoxey@gmail.com		Email: ryan@axionengineering.net	
Cell: Other:		Cell: 775-771-7983 Other:	
Contact Person: Jared Doxey		Contact Person: Ryan Sims	
Applicant/Developer:		Other Persons to be Contacted:	
Name: Spanish Springs Self Storage, LLC		Name: Mapca Surveys	
Address: 270 South Main Street, Suite 103 Bountiful, Utah Zip: 84010		Address: 580 Mount Rose Street Reno, NV Zip: 89509	
Phone: 801-349-5995 Fax:		Phone: 775-432-2067 Fax:	
Email: jareddoxey@gmail.com		Email: carey@mapcasurveys.com	
Cell: Other:		Cell: Other:	
Contact Person: Jared Doxey		Contact Person: Bill Carey	
For Office Use Only			
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

Tentative Parcel Map Application Supplemental Information

(All required information may be separately attached)

1. What is the location (address or distance and direction from nearest intersection)?

Northeast Corner of State Route 445 Pyramid Highway and Calle De La Plata

- a. Please list the following:

APN of Parcel	Land Use Designation	Existing Acres
534-571-02	140	11.31

2. Please describe the existing conditions, structures, and uses located at the site:

Property is currently undeveloped and undisturbed except portions along the west and south boundaries where roadways and utilities have been previously constructed

3. What are the proposed lot standards?

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Proposed Minimum Lot Area	5.69	1.45	1.31	1.44
Proposed Minimum Lot Width	320'	213	191.5	209.5

4. For parcel with split zoning what is the acreage/square footage of each zoning in the new parcels?

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Proposed Zoning Area	OS 0.69 Ac			
Proposed Zoning Area	NC 5.00 Ac			

5. Was the parcel or lot that is proposed for division created (recorded) within the last 5 years? (If yes, public review of the parcel map will be required. See Planning and Building staff for additional materials that are required to be submitted.)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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6. Utilities:

a. Sewer Service	Washoe County
b. Electrical Service/Generator	NV Energy
c. Water Service	Truckee Meadows Water Authority

7. Please describe the source of the water facilities necessary to serve the proposed tentative parcel map:

- a. Water System Type:

<input type="checkbox"/> Individual wells		
<input type="checkbox"/> Private water	Provider:	
<input checked="" type="checkbox"/> Public water	Provider:	Truckee Meadows Water Authority (Ref. Appendix A)

b. Available:

<input checked="" type="checkbox"/> Now	<input type="checkbox"/> 1-3 years	<input type="checkbox"/> 3-5 years	<input type="checkbox"/> 5+ years
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c. Washoe County Capital Improvements Program project?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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8. What sewer services are necessary to accommodate the proposed tentative parcel map?

a. Sewage System Type:

<input type="checkbox"/> Individual septic		
<input checked="" type="checkbox"/> Public system	Provider:	Washoe County

b. Available:

<input checked="" type="checkbox"/> Now	<input type="checkbox"/> 1-3 years	<input type="checkbox"/> 3-5 years	<input type="checkbox"/> 5+ years
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c. Washoe County Capital Improvements Program project?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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9. For most uses, the Washoe County Code, Chapter 110, Article 422, Water and Sewer Resource Requirements, requires the dedication of water rights to Washoe County when creating new parcels. Please indicate the type and quantity of water rights you have available should dedication be required:

a. Permit #		acre-feet per year	
b. Certificate #		acre-feet per year	
c. Surface Claim #		acre-feet per year	
d. Other, #		acre-feet per year	

a. Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources):

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10. Does the property contain wetlands? (If yes, please attach a preliminary delineation map and describe the impact the proposal will have on the wetlands. Impacts to the wetlands may require a permit issued from the U.S. Army Corps of Engineers.)

<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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11. Does property contain slopes or hillsides in excess of 15 percent and/or significant ridgelines? (If yes, and this is the second parcel map dividing this property, Article 424, Hillside Development of the Washoe County Development Code will apply.)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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12. Does property contain geologic hazards such as active faults; hillside or mountainous areas; is it subject to avalanches, landslides, or flash floods; is it near a water body, stream, Significant Hydrologic Resource as defined in Article 418, or riparian area such as the Truckee River, and/or an area of groundwater recharge

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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13. Does the tentative parcel map involve common open space as defined in Article 408 of the Washoe County Development Code? (If so, please identify all proposed non-residential uses and all the open space parcels.)?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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14. If private roads are proposed, will the community be gated? If so, is a public trail system easement provided through the subdivision?

No. Public Roadway is Proposed

15. Are there any applicable policies of the adopted area plan in which the project is located that require compliance? If so, which policies and how does the project comply.

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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16. Are there any applicable area plan modifiers in the Development Code in which the project is located that require compliance? If so, which modifiers and how does the project comply?

Project Complies with Spanish Springs Area Plan

17. Is the project subject to Article 418, Significant Hydrologic Resources? If yes, please address Special Review Considerations within Section 110.418.30 in a separate attachment.

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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Grading

Please complete the following additional questions if the project anticipates grading that involves: (1) Disturbed area exceeding twenty-five thousand (25,000) square feet not covered by streets, buildings and landscaping; (2) More than one thousand (1,000) cubic yards of earth to be imported and placed as fill in a special flood hazard area; (3) More than five thousand (5,000) cubic yards of earth to be imported and placed as fill; (4) More than one thousand (1,000) cubic yards to be excavated, whether or not the earth will be exported from the property; or (5) If a permanent earthen structure will be established over four and one-half (4.5) feet high. If your project exceeds any of the above criteria, you shall either provide a preliminary grading and roadway design plan for review OR if these criteria are exceeded with the final construction drawings and not disclosed at the Tentative Parcel Map Application, you shall be required to apply for a special use permit for grading and you will be delayed up to three months, if approved.

18. How many cubic yards of material are you proposing to excavate on site?

+/- 2,000 Cubic Yards

19. How many cubic yards of material are you exporting or importing? If exporting of material is anticipated, where will the material be sent? If the disposal site is within unincorporated Washoe County, what measures will be taken for erosion control and revegetation at the site? If none, how are you balancing the work on-site?

No import or export is anticipated. site to utilize utility spoils

20. Can the disturbed area be seen from off-site? If yes, from which directions, and which properties or roadways? What measures will be taken to mitigate their impacts?

The proposed project can be seen from all directions including Calle De La Plata and Pyramid Highway. Mitigation will consist of berming, landscaping, and screening required by the Spanish Springs Area Plan.

21. What is the slope (Horizontal/Vertical) of the cut and fill areas proposed to be? What methods will be used to prevent erosion until the revegetation is established?

Maximum Slopes are 3:1. Slopes are to be hydroseeded for vegetation and watered as necessary during development

22. Are you planning any berms and, if so, how tall is the berm at its highest? How will it be stabilized and/or revegetated?

A 3'-6' lanscape berm will be utilized on the western boundary, this berm will be permanently landscaped.

23. Are retaining walls going to be required? If so, how high will the walls be, will there be multiple walls with intervening terracing, and what is the wall construction (i.e. rockery, concrete, timber, manufactured block)? How will the visual impacts be mitigated?

No retaining walls are proposed

24. Will the grading proposed require removal of any trees? If so, what species, how many, and of what size?

No

25. What type of revegetation seed mix are you planning to use and how many pounds per acre do you intend to broadcast? Will you use mulch and, if so, what type?

Standard revegetation seed mix will be used if development is halts, it is expected that all disturbed areas will be landscaped or paved with the development

26. How are you providing temporary irrigation to the disturbed area?

The proposed project will utilize TMWA infrastructure for temporary irrigation and construction water.

27. Have you reviewed the revegetation plan with the Washoe Storey Conservation District? If yes, have you incorporated their suggestions?

No.

28. Surveyor:

Name	Guillermo E. Carey, PLS
Address	580 Mount Rose Street
Phone	775-432-2067
Cell	
E-mail	carey@mapcasurveys.com
Fax	
Nevada PLS #	17758

APPENDIX A

Truckee Meadows Water Authority Water Facilities Discovery





March 27, 2017

Mr. Don Reese
450 NORTH ARLINGTON #1009
450 North Arlington #1009
Reno, NV. 89503

RE: *Discovery: Calle De La Plata _DISC (Pyramid/La Plata Center)*
TMWA PLL#: 17-5360
APN 534-570-02

Dear Mr. Reese,

Pursuant to your request, Truckee Meadows Water Authority (TMWA) has completed its Discovery for the above referenced project, also referred to as ***Calle De La Plata _DISC (Pyramid/La Plata Center)***, ***PLL#: 17-5360*** for the APN 534-570-02.

Enclosed please find two internal memoranda from TMWA's Engineering and Water Rights Departments detailing their findings. Should you have any questions after reviewing the enclosures, please feel free to contact me at (775) 834-8012 or my email at kmeyer@tmwa.com.

Thank you for the opportunity to serve your discovery and future project development needs.

Sincerely,

Karen Meyer

Karen L. Meyer
New Business Project Coordinator

Enclosures



March 27, 2017

To: Karen Meyer
 Thru: Scott Estes *SGE*
 From: Holly Flores *HMF*
 RE: **Pyramid/La Plata Center Discovery**

Purpose:

Conduct a high-level engineering analysis to determine the least cost major offsite TMWA water facility requirements and preliminary cost estimate necessary to provide water service to the proposed project.

Preliminary Water Facility Requirements and Cost Estimates:

The estimated cost for water facility charges and major offsite facility requirements associated with this project is approximately \$673,312. These costs are summarized in the table below.

Table 1: Estimated Major Water Facility Costs

Facility Description	Quantity	Unit	Unit Cost	Total Cost	Comments
8-inch Main Extension	660	feet	\$120	\$79,200	Clayton Place to W. Calle De La Plata
10-inch Main Extension	1,600	feet	\$200	\$320,000	Calle De La Plata only
Pyramid Way Jack & Bore	300	feet	\$300	\$90,000	10-inch diameter minimum
Area 12 Facility Charge	18.5	per gpm	\$5,789	\$107,097	Rate Schedule WSF
Supply and Treatment Facility Charge	18.5	per gpm	\$4,163	\$77,016	Rate Schedule WSF
Estimated Cost				\$673,312	2017 planning level estimate only

Discussion:

Location:

The proposed commercial development is located on the northeast corner of Pyramid Way and Calle De La Plata in Washoe County, Nevada on APN 534-571-02. The project consists of 11.31 acres of mixed commercial development per the attached site plan provided by the applicant. The parcel is outside TMWA's retail water service territory and will require annexation prior to service.

Estimated Project Demands:

Preliminary demand calculations were based on the water rights calculations by TMWA plus an estimated extra 20% for potable irrigation. The estimated maximum day demand is 18.5 gpm. Fire requirements were unknown at this writing and were therefore estimated at 2,000 gpm for two hours for commercial development.

Points of Connection:

Connections will be required at Clayton Place and W. Calle De La Plata. It appears an easement already exists from the end of Clayton Place to W. Calle De La Plata. A jack and bore across Pyramid Way is also anticipated to extend water service to this parcel. Larger fire requirements than anticipated in this analysis will likely require construction of other connections to existing water facilities to the north or west.

Offsite Facility Requirements:

Offsite water main extensions will be required to serve this project since no water facilities exist in the immediate area as can be seen on the attached distribution system exhibit. The conceptual water facility plan presented herein extends the existing Isidor Regulated Zone water mains to serve this parcel via W. Calle De La Plata and Clayton Place water main extensions.

Distribution System Dead Ends:

Dead ends must be eliminated and a looped water system designed, to the extent possible, per NAC 445A regulations (ref. NAC445A.6712). TMWA anticipates other projects in the area will eventually loop the water system proposed herein. However, the health authority may require changes to the enclosed water facility plan that may in turn affect the included cost estimates.

Assumptions:

1. This preliminary study was based on information provided by Odyssey Engineering in late January 2017. The project site plan is attached for reference.
2. Per TMWA standards, all services in regulated zones will require individual pressure reducing valves. Per the Uniform Plumbing Code, individual pressure reducing valves are recommended within the project where water pressures exceed 80 psi.
3. The estimated maximum day demand for the project is approximately 18.5 gpm including an estimated irrigation demand. Actual demands will be determined at the time of service.
4. TMWA plans to reevaluate and possibly revise the maximum day demand calculations for all usage types within the next twelve months as part of the Water Facility Plan Update.
5. The maximum fire flow requirement is assumed to be 2,000 gpm for two hours for the commercial development. The actual fire flow requirements will be set by the governing fire agency.
6. Facility requirements were based on the estimated maximum day demand and fire flow requirements. Changes in demand or required fire flow rates will affect the facility requirements and in turn the cost estimates included herein.
7. All cost estimates are for major offsite facilities only, are preliminary and subject to change. Actual costs will be determined at the time of application for service.
8. This estimate does not include the cost of onsite facilities including water mains, water rights for the project, nor contribution to the water meter retrofit fund.
9. The ultimate water facility plan proposed by the Truckee Meadows Water Authority must be reviewed for compliance with state and local codes and regulations and approved by the local health authority prior to service.
10. Dead ends must be eliminated and a looped water system designed, to the extent possible, per NAC 445A regulations. The health authority may require changes to the enclosed water facility plan that may in turn affect the included cost estimates.

Conclusion:

The Truckee Meadows Water Authority is agreeable to supplying water service to the project, subject to the applicant satisfying certain conditions precedent, including, without limitation, annexation to the TMWA retail service territory, the dedication of water resources, approval of the water supply plan by the local health authority, the execution of a Water Service Agreement, payment of fees, and the construction and dedication of infrastructure in accordance with our rules and tariffs.

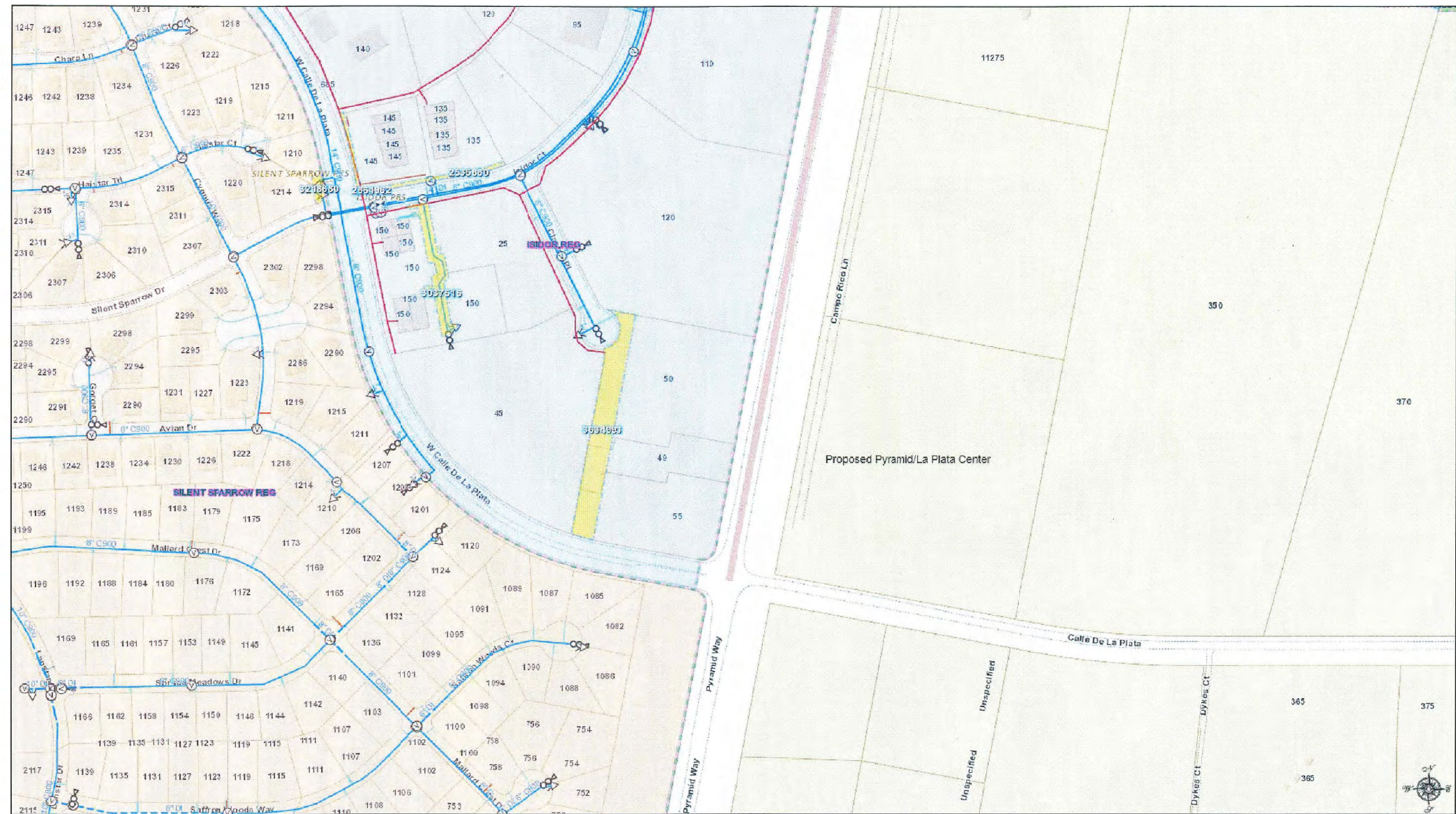
Review of conceptual site plans by the Truckee Meadows Water Authority does not constitute an application for service, nor implies a commitment by the Truckee Meadows Water Authority for planning, design or construction of the water facilities necessary for service. The extent of required offsite and onsite water infrastructure improvements will be determined by the Truckee Meadows Water Authority upon receiving a specific development proposal or complete application for service and upon review and approval of a water facilities plan by the local health authority. Because the NAC 445A water system regulations are subject to interpretation, the Truckee Meadows Water Authority cannot guarantee that a subsequent water facility plan will be approved by the health authority or that a timely review and approval of the project will be made. The applicant should carefully consider the financial risk associated with committing resources to their project prior to receiving all required approvals. After submittal of a complete application for service, the required facilities, the cost of these facilities, which could be significant, and associated fees will be estimated and will be included as part of the Water Service Agreement necessary for the project. All fees must be paid to the Truckee Meadows Water Authority prior to water being delivered to the project.

Please call me at (775) 834-8026 if you have questions or need more information.

/hmf

cc: Frank Bidart, P.E., Odyssey Engineering Inc.
Don Reese, 4R Real Estate LLC
File 17-5360

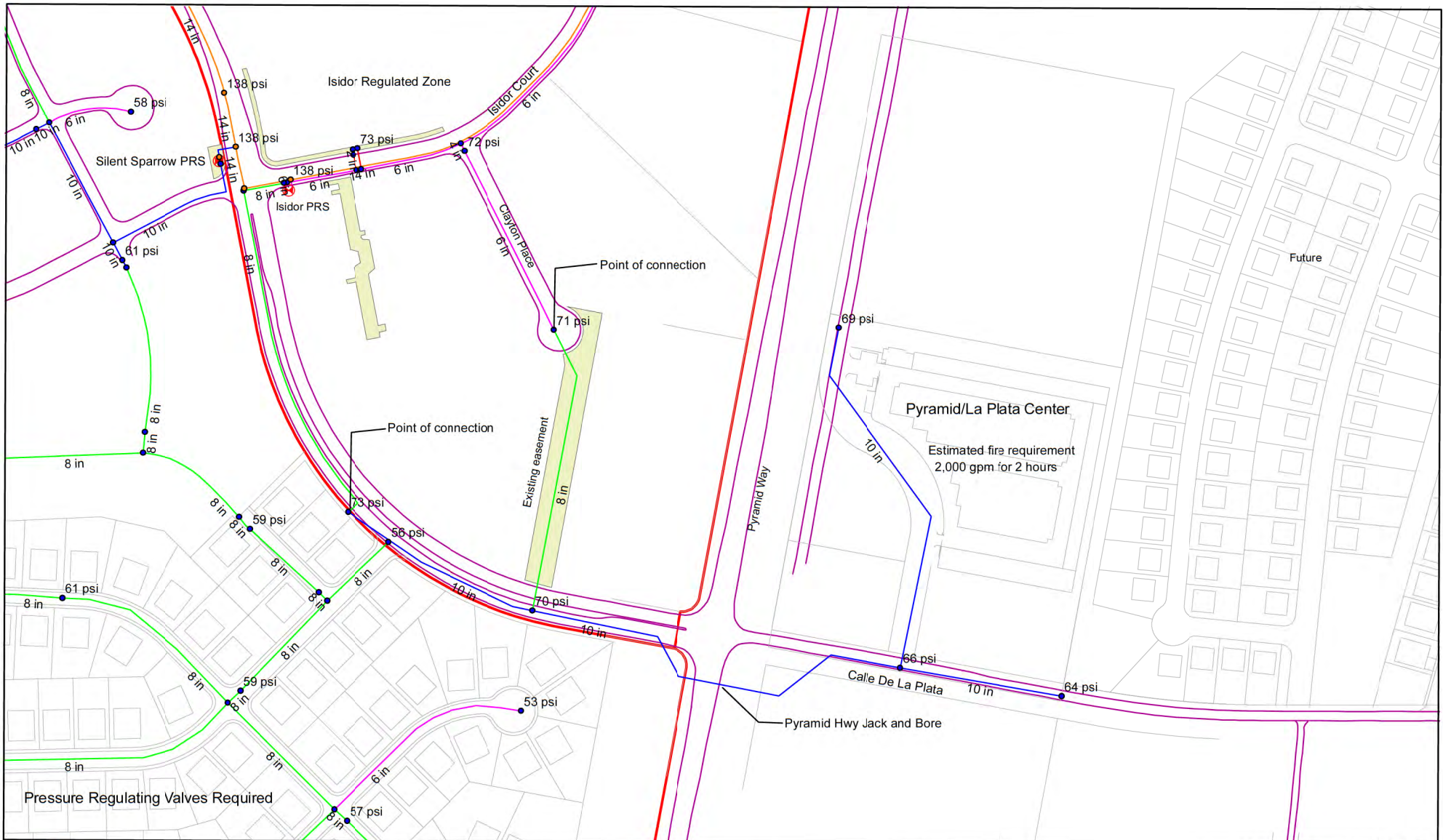
Attachments: Pyramid/La Plata Center Site Plan - provided by applicant
TMWA Distribution System Exhibit
Pyramid/La Plata Center 2017 Discovery Conceptual Water Service Plan



PYRAMID/LA PLATA CENTER DISCOVERY
 EXISTING FACILITIES, EASEMENTS AND PRESSURE ZONES

DATE: Mar 27, 2017
MAP BY:
WORK ORDER #:
SCALE: NTS






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Pyramid/La Plata Center Discovery
 Conceptual Water Service Plan - Preliminary and Subject to Change
 Desert Springs System

DATE:	3/27/17	 NORTH <small>NAD 83 NEVADA STATE PLANE WEST FEET</small>
MAP BY:	hmf	
REQUESTED BY:	KM	
SCALE:	1 inch = 205 feet	

17-5360

APPENDIX B

Tentative Parcel Map



TITLE COMPANY CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND MORRISON LIVING TRUST, BRIAN P. & G. (AND OTHERS), MAY 10, 2022 OWNS OF RECORD AN INTEREST IN THE LANDS DELINEATED HEREON AND THAT THEY ARE THE ONLY OWNERS OF RECORD OF SAID LAND, THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE OWNERS FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS, EXCEPT THE FOLLOWING DOCUMENTS:

NONE

FIRST AMERICAN TITLE INSURANCE COMPANY _____ DATE _____
NAME _____
ITS _____

TAX CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO NRS 361A.265.

APN 534-571-02

TAMMI DAVIS
WASHOE COUNTY TREASURER

BY DEPUTY _____ DATE _____

NAME _____
DEPUTY TREASURER

DISTRICT BOARD OF HEALTH CERTIFICATE

THIS MAP IS APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES. THIS MAP HAS BEEN FOUND TO MEET ALL APPLICABLE REQUIREMENTS AND PROVISIONS OF THE ENVIRONMENTAL HEALTH SERVICES DIVISION OF THE WASHOE COUNTY HEALTH DISTRICT.

FOR THE DISTRICT BOARD OF HEALTH _____ DATE _____

NAME _____
ITS _____

WATER & SEWER RESOURCE REQUIREMENTS

THE PROJECT / DEVELOPMENT DEPICTED ON THIS MAP IS IN CONFORMANCE WITH THE PROVISIONS OF ARTICLE 422 OF WASHOE COUNTY CHAPTER 110 (DEVELOPMENT CODE).

WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT _____ DATE _____

DIRECTOR OF PLANNING AND BUILDING CERTIFICATE

THE FINAL PARCEL MAP CASE NO. WTPM 22-0013 MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS, IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP AND ITS CONDITIONS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, AND THOSE CONDITIONS HAVE BEEN SATISFIED FOR RECORDED OF THIS MAP. THE OFFER(S) OF DEDICATION IS (ARE) REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NEVADA REVISED STATUTES CHAPTER 278.

THIS FINAL MAP IS APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2023, BY THE DIRECTOR OF PLANNING AND BUILDING OF WASHOE COUNTY, NEVADA, IN ACCORDANCE WITH NEVADA REVISED STATUTES 278.471 THROUGH 278.4725.

KELLY MULLIN _____ DATE _____
DIRECTOR, PLANNING AND BUILDING DIVISION

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND PERFORMED A TECHNICAL MAP CHECK OF THE GEOMETRIC DATA SHOWN HEREON, PURSUANT TO THAT INTERLOCAL AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA, AS DOCUMENT NO. _____, AND I AM SATISFIED SAID GEOMETRIC DATA IS TECHNICALLY CORRECT.

WAYNE HANDROCK _____ PLS _____ DATE _____
WASHOE COUNTY SURVEYOR
PROFESSIONAL LAND SURVEYOR NO. 20464

PARCEL MAP FOR SPANISH SPRINGS SELF STORAGE

A DIVISION OF PARCEL 2, P.M. #2182
BEING PORTION OF THE SE 1/4 OF SECTION 23,
T.21 N. - R.20 E., M.D.B.&M.
WASHOE COUNTY, NEVADA



UTILITY COMPANIES' CERTIFICATE

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED, AND APPROVED BY THE UNDERSIGNED CABLE TV, UTILITY COMPANIES, AND TRUCKEE MEADOWS WATER AUTHORITY. THE UNDERSIGNED FURTHER AGREE TO RELINQUISH ANY INTEREST IN THE POWER AND COMMUNICATIONS FACILITY EASEMENTS THAT ARE SHOWN AS RELINQUISHED BY THIS MAP.

BY: _____ DATE _____
SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY

NAME, TITLE _____

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____ AS AUTHORIZED REPRESENTATIVE OF SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT FOR THE PURPOSES STATED HEREIN.

NOTARY PUBLIC
NAME _____

BY: _____ DATE _____
NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA

NAME, TITLE _____

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____ AS AUTHORIZED REPRESENTATIVE OF NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT FOR THE PURPOSES STATED HEREIN.

NOTARY PUBLIC
NAME _____

BY: _____ DATE _____
CHARTER COMMUNICATIONS

NAME, TITLE _____

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____ AS AUTHORIZED REPRESENTATIVE OF CHARTER COMMUNICATIONS, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT FOR THE PURPOSES STATED HEREIN.

NOTARY PUBLIC
NAME _____

UTILITY COMPANIES' CERTIFICATE (CONTINUED)

BY: _____ DATE _____
TRUCKEE MEADOWS WATER AUTHORITY

NAME, TITLE _____

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____ AS AUTHORIZED REPRESENTATIVE OF TRUCKEE MEADOWS WATER AUTHORITY, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT FOR THE PURPOSES STATED HEREIN.

NOTARY PUBLIC
NAME _____

BY: _____ DATE _____
WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT

NAME, TITLE _____

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____ AS AUTHORIZED REPRESENTATIVE OF WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT FOR THE PURPOSES STATED HEREIN.

NOTARY PUBLIC
NAME _____

SURVEYOR'S CERTIFICATE

I, GUILLERMO ENRIQUE CAREY, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY SUPERVISION AT THE REQUEST OF AXION ENGINEERING.
2. THE LAND SURVEYED LIES WITHIN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 20 EAST, MOUNT Diablo BASE AND MERIDIAN, WASHOE COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON MAY 2022.
3. THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT DURABILITY.



9/29/2023

GUILLERMO ENRIQUE CAREY
NEVADA LICENSED LAND SURVEYOR NO. 17758

PARCEL MAP FOR

SPANISH SPRINGS SELF STORAGE
A DIVISION OF PARCEL 2, P.M. # 2182
LIES WITHIN THE SW 1/4 OF THE SE 1/4 OF SECTION 23,
T.21 N. - R.20 E., M.D.B.&M.
WASHOE COUNTY OCTOBER 2023 NEVADA

MAPCA 580 MOUNT ROSE ST.
RENO, NV 89509
SURVEYS IN C. 775.432.2067

**SHEET
1 OF 3**

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, MORRISON LIVING TRUST, BRIAN P. et al. (AND OTHERS) DATED MAY 10, 2022, IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH THE PROVISIONS OF N.R.S. CHAPTERS 278 AND 279 AND HEREBY GRANTS TO ALL PUBLIC UTILITIES, TRUCKEE MEADOWS WATER AUTHORITY, CHARTER COMMUNICATIONS AND WASHOE COUNTY, PERMANENT EASEMENTS AS SHOWN ON THIS PLAT FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE, POTABLE WATER, AND UTILITIES, TOGETHER WITH THE RIGHT OF ACCESS THEREON FOREVER, THE OWNERS AND THEIR ASSIGNS AGREE TO THE USE OF RESIDENTIAL WATER METERS.

BRIAN P. MORRISON, TRUSTEE, BRIAN P. MORRISON REV. LIV. TR. DTD DEC. 15, 2010

BRIAN P. MORRISON, TRUSTEE _____ DATE _____

STATE OF _____ S.S.
COUNTY OF _____ S.S.

ON THIS _____ DAY OF _____, 2022, BRIAN P. MORRISON, TRUSTEE, BRIAN P. MORRISON REV. LIV. TR. DTD DEC. 15, 2010, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT IN WITNESS WHEREOF I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

HERMANN A. LOHOURY

HERMANN A. LOHOURY _____ DATE _____

STATE OF _____ S.S.
COUNTY OF _____ S.S.

ON THIS _____ DAY OF _____, 2022, HERMANN A. LOHOURY, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT IN WITNESS WHEREOF I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

PATRICIA HAAS, TRUSTEE OF THE PATRICIA HAAS LIVING TRUST, DATED 09/01/2017

PATRICIA HAAS, TRUSTEE _____

STATE OF _____ S.S.
COUNTY OF _____ S.S.

ON THIS _____ DAY OF _____, 2022, PATRICIA HAAS, TRUSTEE OF THE PATRICIA HAAS LIVING TRUST, DATED SEPTEMBER 1, 2017, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT IN WITNESS WHEREOF I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

DANNY J. HEUTON, TRUSTEE OF THE HEUTON 2001 REVOCABLE TRUST, DATED 11/13/2001

DANNY J. HEUTON, TRUSTEE _____

STATE OF _____ S.S.
COUNTY OF _____ S.S.

ON THIS _____ DAY OF _____, 2022, DANNY J. HEUTON, TRUSTEE OF THE HEUTON 2001 REVOCABLE TRUST, DATED NOVEMBER 13, 2001, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT IN WITNESS WHEREOF I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

OWNER'S CERTIFICATE CONTINUED

ROBERT JEAN _____

ROBERT JEAN _____

STATE OF _____ S.S.
COUNTY OF _____ S.S.

ON THIS _____ DAY OF _____, 2022, ROBERT JEAN, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT IN WITNESS WHEREOF I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

MOTOMI HASEGAWA

MOTOMI HASEGAWA _____

STATE OF _____ S.S.
COUNTY OF _____ S.S.

ON THIS _____ DAY OF _____, 2022, MOTOMI HASEGAWA, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT IN WITNESS WHEREOF I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

MICHAEL S. WEST

MICHAEL S. WEST _____

STATE OF _____ S.S.
COUNTY OF _____ S.S.

ON THIS _____ DAY OF _____, 2022, MICHAEL S. WEST, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT IN WITNESS WHEREOF I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

SOW FOONG ALICE CHEE

SOW FOONG ALICE CHEE _____

STATE OF _____ S.S.
COUNTY OF _____ S.S.

ON THIS _____ DAY OF _____, 2022, SOW FOONG ALICE CHEE, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT IN WITNESS WHEREOF I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

OWNER'S CERTIFICATE CONTINUED

KEN THARP AND KRISTEN THARP, JOINT TENANTS

KEN THARP _____

KEN THARP _____

STATE OF _____ S.S.
COUNTY OF _____ S.S.

ON THIS _____ DAY OF _____, 2022, KEN THARP, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT IN WITNESS WHEREOF I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

KRISTEN THARP

KRISTEN THARP _____

STATE OF _____ S.S.
COUNTY OF _____ S.S.

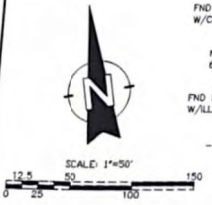
ON THIS _____ DAY OF _____, 2022, KRISTEN THARP, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT IN WITNESS WHEREOF I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

PARCEL MAP
FOR
SPANISH SPRINGS SELF STORAGE
A DIVISION OF PARCEL 2, P.M. #2182
BEING PORTION OF THE SE 1/4 OF SECTION 23,
T.21 N. - R.20 E., M.D.B.&M.
WASHOE COUNTY OCTOBER 2023 NEVADA

MAPCA 580 MOUNT ROSE ST.
RENO, NV 89509
SURVEYS IN C.775.432.2067

SHEET
2 OF 3



DETAIL 'A'
N.T.S.

PORTION OF 60' ACCESS EASEMENT AND PUE PER PM 2032 DOC NO. 1103338 & PM 2182 DOC NO. 1190960 TO BE RELINQUISHED PER THIS MAP

S.R. 445 PYRAMD WAY PER RECORD MAP #4 (PUBLIC R/W)

CURVE TABLE:

NUM	DELTA	ARC	RADIUS
C1	90°00'00"	29.85	19'00"
C2	90°00'00"	113.10	72'00"
C3	16°12'30"	36.21	128'00"
C4	38°33'07"	16.82	25'00"
C5	112°20'36"	109.82	56'00"
C6	45°02'14"	44.02	56'00"
C7	72°00'51"	31.43	25'00"
C8	90°00'00"	201.06	128'00"
C9	90°00'00"	29.85	19'00"
C10	90°00'00"	157.08	100'00"
C11	77°14'02"	134.60	100'00"
C12	45°15'26"	79.57	100'00"
C13	31°38'56"	55.23	100'00"
C14	60°52'19"	135.99	128'00"

LINE TABLE:

NUM	BEARING	DISTANCE
L1	N10°28'49"E	10.50'
L2	N10°28'49"E	10.50'
L3	N10°28'49"E	18.00'
L4	S79°31'11"E	20.00'
L5	S10°28'49"W	18.00'
L6	N79°31'12"W	20.00'

AREA TABULATIONS

PARCEL A	= ±1.45 AC.
PARCEL B	= ±5.66 AC.
PARCEL C	= ±1.31 AC.
PARCEL D	= ±1.44 AC.
CAMPO RICO LANE	= ±1.30 AC.

LEGEND

- ⊙ MON TO BE SET PER THIS MAP
- ⊙ REBAR WITH CAP PLS 17758
- ⊙ DIMENSION POINT, NOTHING FOUND OR SET
- ⊙ FOUND MONUMENT AS NOTED
- ⊙ PUBLIC LAND SURVEY SYSTEM CORNER
- ⊙ WASHOE COUNTY CONTROL POINT
- ⊙ RADIAL BEARING
- ⊙ RIGHT-OF-WAY
- ⊙ TRACT MAP
- ⊙ PARCEL MAP
- ⊙ RECORD OF SURVEY MAP
- SUBJECT PROPERTY BOUNDARY
- - - LOT LINE
- - - ADJACENT LOT LINE
- - - EASEMENT LINE
- - - ROAD CENTERLINE
- - - SURVEY TIE LINE

REFERENCES

- 1) PARCEL MAP 4741, RECORDED AS FILE NO. 5516789, APRIL 3, 2007, OFFICIAL RECORDS OF WASHOE COUNTY.
- 2) PARCEL MAP 2182, RECORDED AS FILE NO. 1190960, SEPTEMBER 9, 1987, OFFICIAL RECORDS OF WASHOE COUNTY.
- 3) RESOLUTION FOR ACCEPTING RIGHT-OF-WAY, RECORDED FILE NO. 2151752, NOVEMBER 7, 1997, OFFICIAL RECORDS OF WASHOE COUNTY.
- 4) PYRAMD WAY (SP-445) AS SHOWN ON STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION, R/W DIVISION MAP FOR PROJECT NO. RS-445(3), DECEMBER 1999.
- 5) IRREVOCABLE OFFER OF DEDICATION TO WASHOE COUNTY, RECORDED AS FILE NO. 5313357, OFFICIAL RECORDS OF WASHOE COUNTY.

GENERAL NOTES

- 1) PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED, 5 FEET IN WIDTH COINCIDENT WITH ALL EXTERIOR BOUNDARIES, 10 FEET IN WIDTH ALONG ALL DEDICATED STREET RIGHTS-OF-WAYS AND 10 FEET IN WIDTH CENTERED ON ALL INTERIOR PARCEL LINES.
- 2) A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICES TO THAT PARCEL AND THE EXCLUSIVE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY SERVICES FOR THE PURPOSE OF SERVING OTHER PARCELS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY.
- 3) ALL PUBLIC UTILITY EASEMENTS INCLUDE CABLE TELEVISION.
- 4) AREA 'A' IS A STORM DRAIN EASEMENT AFFECTING PARCEL B.
- 5) AREA 'B' IS AN EASEMENT FOR MAIL BOX PURPOSES AFFECTING PARCEL B.
- 6) WITH THE DEVELOPMENT OF EACH PARCEL AND PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR SAID PARCEL, THE OWNER SHALL DEDICATE SUFFICIENT WATER RIGHTS TO THE SERVING WATER PURVEYOR AND PROVIDE THE CITY OF SPARKS A WELL SERVICE LETTER.
- 7) SEWAGE DISPOSAL SHALL BE BY CONNECTION TO A PUBLIC SEWER SYSTEM UNLESS OTHERWISE APPROVED AT THE TIME OF DEVELOPMENT.
- 8) A PRIVATE DRAINAGE EASEMENT, 5 FEET IN WIDTH COINCIDENT WITH ALL REAR LOT LINES AND 10 FEET IN WIDTH CENTERED ON ALL INTERIOR LOT LINES IS ALSO HEREBY GRANTED FOR THE EXCLUSIVE PURPOSE OF PROVIDING DRAINAGE FOR THE MUTUAL BENEFIT OF ADJOINING PARCEL OWNERS. SAID EASEMENT IS TO BE RELOCATABLE WITH THE ADJUSTMENT OF BOUNDARY LINES AS AGREED UPON BY THE ADJOINING PARCEL OWNERS.
- 9) A 10 FEET IN WIDTH PUBLIC UTILITY, TRAFFIC CONTROL, SIGNAGE, SIDEWALK AND FLOWED SNOW STORAGE EASEMENT IS HEREBY GRANTED ADJACENT TO ALL STREET RIGHT OF WAYS, THE 10 FEET IN WIDTH FLOWED SNOW STORAGE EASEMENT IS FOR FLOWED SNOW FROM THE STREET RIGHT OF WAY ONLY.
- 10) NO HABITABLE STRUCTURES SHALL BE LOCATED ON A PLAT THAT HAS BEEN ACTIVE DURING THE HOLOCENE EPOCH OF GEOLOGIC TIME.
- 11) NATURAL DRAINAGE WILL NOT BE IMPEDED.
- 12) ALL PROPERTIES, REGARDLESS IF THEY ARE LOCATED WITHIN OR OUTSIDE OF A FEMA DESIGNATED FLOOD ZONE, MAY BE SUBJECT TO FLOODING. THE PROPERTY OWNER IS REQUIRED TO MAINTAIN ALL DRAINAGE EASEMENTS AND NATURAL DRAINAGES AND NOT PERFORM OR ALLOW UNPERMITTED AND UNAPPROVED MODIFICATIONS TO THE PROPERTY THAT MAY HAVE DETRIMENTAL IMPACTS TO SURROUNDING PROPERTIES.
- 13) FOR EACH PARCEL CREATED BY THIS FINAL MAP, ACCESS AND DRAINAGE IMPROVEMENTS MEETING THE REQUIREMENTS OF WASHOE COUNTY DEVELOPMENT CODE ARE RELEVANT WITH SAID IMPROVEMENTS TO BE INCLUDED WITHIN AN APPROVED COMMERCIAL BUILDING PERMIT.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS HAD 83/94 NEVADA WEST ZONE, PER TIES TO WASHOE COUNTY CONTROL POINTS "5525M01220" AND "5525M01449" A COMBINED GRID TO GROUND FACTOR OF 1.000197938 WAS USED TO CONVERT PUBLISHED GRID COORDINATES TO GROUND. ALL DISTANCES SHOWN ON THIS MAP ARE GROUND DISTANCES.

PARCEL MAP
FOR
SPANISH SPRINGS SELF STORAGE
A DIVISION OF PARCEL 2, P.M. # 2182
BEING PORTION OF THE SE 1/4 OF SECTION 23,
T.21 N., R.20 E., M.D.B.&M.
WASHOE COUNTY OCTOBER 2023 NEVADA

MAPCA 580 MOUNT ROSE ST. SHEET
SURVEYS INC 775.432.2067 RENO, NV 89509
3 OF 3

APPENDIX C

Tentative Site Plan



Axion
ENGINEERING
Civil Engineering • Land Development
Mapping • Surveying

GENERAL NOTES

1. PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED, 5 FEET IN WIDTH COINCIDENT WITH ALL EXTERIOR BOUNDARIES, 10 FEET IN WIDTH ALONG ALL DESIGNATED STREET RIGHTS-OF-WAYS AND 10 FEET IN WIDTH CENTERED ON ALL INTERIOR PARCELS.
2. A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICES TO THAT PARCEL AND THE EXCLUSIVE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY SERVICES FOR THE PURPOSE OF SERVING OTHER PARCELS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY.
3. ALL PUBLIC UTILITY EASEMENTS INCLUDE CABLE TELEVISION.
4. WITH THE DEVELOPMENT OF EACH PARCEL AND PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR SAID PARCEL, THE OWNER SHALL DEMONSTRATE SUFFICIENT WATER RIGHTS TO THE SERVING WATER PURVEYOR AND PROVIDE THE CITY OF SPARKS A WILL SERVE LETTER.
5. SEWAGE DISPOSAL SHALL BE BY CONNECTION TO A PUBLIC SEWER SYSTEM UNLESS OTHERWISE APPROVED AT THE TIME OF DEVELOPMENT.
6. A PRIVATE GRASS EASEMENT, 5 FEET IN WIDTH COINCIDENT WITH ALL REAR LOT LINES AND 10 FEET IN WIDTH CENTERED ON ALL INTERIOR LOT LINES IS ALSO HEREBY GRANTED FOR THE EXCLUSIVE PURPOSE OF PROVIDING DRAINAGE FOR THE MUTUAL BENEFIT OF ADJOINING PARCEL OWNERS. SAID EASEMENT TO BE RECEIVABLE WITH THE ADJUSTMENT OF BOUNDARY LINES AS AGREED UPON BY THE ADJOINING PARCEL OWNERS.
7. A MINIMUM 10.00 FOOT PUBLIC UTILITY, TRAFFIC CONTROL, SIGNAGE, SIDEWALK AND PLOWED SNOW STORAGE EASEMENT IS HEREBY GRANTED ADJACENT TO ALL STREET RIGHTS OF WAYS. THE 10.00 FOOT PLOWED SNOW STORAGE EASEMENT IS FOR PLOWED SNOW FROM THE STREET RIGHT OF WAY ONLY.
8. NO HABITABLE STRUCTURES SHALL BE LOCATED ON A FAULT THAT HAS BEEN ACTIVE DURING THE HOLOCENE EPOCH OF GEOLOGIC TIME.

FLOOD ZONE INFO:

SITE LIES WITHIN ZONE 1 (UNSHADED) PER FEMA PANEL 32031C28650 AS REVISED 5/29/09

BASIS OF BEARING:

NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD'83 (94 HAVR)

BASIS OF ELEVATION:

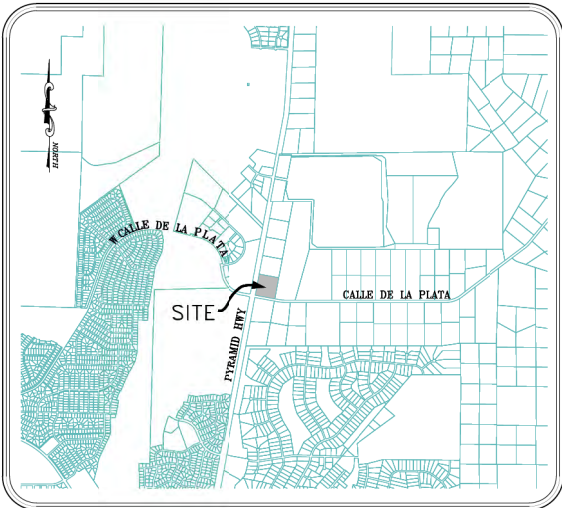
NAD'88

EARTHWORK:

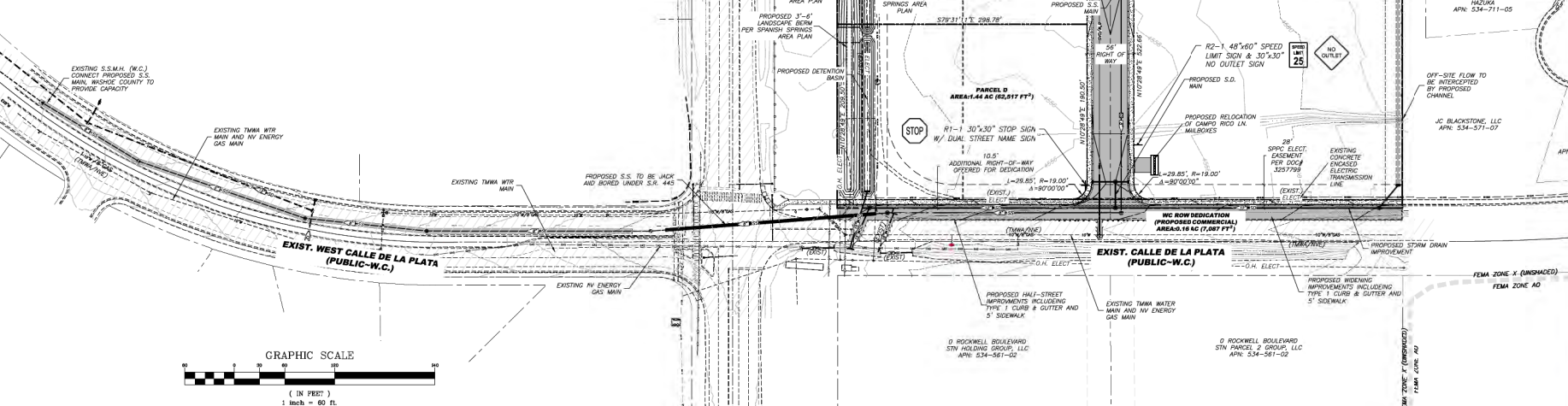
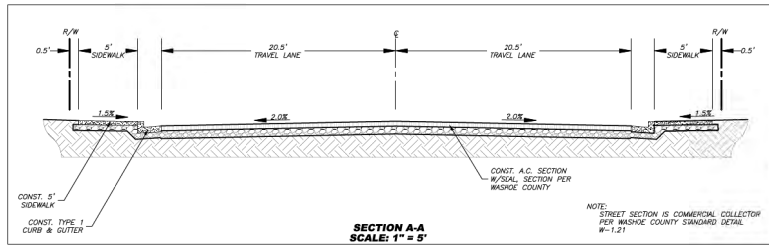
AS SHOWN: 42,000 CUBIC YARDS MOVED, BALANCED ON SIZE BETWEEN DRAINAGE EXCAVATION AND SR445 BUTTER BETWING.

LEGEND:

- EXISTING ASPHALT PAVING
- PROPOSED ASPHALT PAVING
- PORTLAND CEMENT CONCRETE AREA
- CURB AND GUTTER (DASHED IF EXISTING)
- POST CURB (DASHED IF EXISTING)
- MANHOLE (DASHED IF EXISTING)
- TYPE A-R CATCH BASIN (DASHED IF EXISTING)
- SAWCUT LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING
- STORM DRAIN (DASHED IF EXISTING)
- SEWER SIZER (DASHED IF EXISTING)
- 10%^W/4%^S (DASHED IF EXISTING)
- EXISTING UNDERGROUND ELECTRIC
- GRADE BREAK
- ELEVATION @ CENTER LINE



VICINITY MAP



PRELIMINARY SITE PLAN
SPANISH SPRINGS STORAGE
WASHOE COUNTY, NEVADA

revisions	
drawn:	JRH
checked:	RTS
date:	NOVEMBER 2023
scale:	
project no:	19010

APPENDIX D

TITLE REPORT



Axion
ENGINEERING

Civil Engineering • Land Development
Mapping • Surveying



**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office: 215 South State Street, Ste. 380, Salt Lake City, UT 84111
Issuing Office's ALTA® Registry ID: 1153563 Title Officer Name: Richard Strong
Commitment Number: NCS-1103418P-SLC1 Title Officer Number: (801)578-8870
Issuing Office File Number: NCS-1103418P-SLC1 Title Officer Email: rstrong@firstam.com
Property Address: 0 Campo Rico Lane, Spanish Springs, NV 89441
Revision Number:

SCHEDULE A

1. Commitment Date: December 07, 2022 at 7:30 AM
2. Policy to be issued:
 - a. ALTA® Extended Owner's Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$To Be Determined
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee
4. The Title is, [at the Commitment Date, vested in:](#)

Spanish Springs Self Storage, LLC a Utah limited liability company
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

By:

Authorized Signatory

(This Schedule A valid only when Schedule B is attached)

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Commitment No. NCS-1103418P-SLC1

File No. NCS-1103418P-SLC1

SCHEDULE B, PART I—Requirements

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): 25
- (F) Other: NONE
- (G) You must give us the following information:
 - 1. Any off record leases, surveys, etc.
 - 2. Statement(s) of Identity, all parties.
 - 3. Other: NONE

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- (J) The following LLC documentation is required:
- (i) a copy of the Articles of Organization
 - (ii) a copy of the Operating Agreement, if applicable
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Company Consent to the current transaction
- (K) The following partnership documentation is required :
- (i) a copy of the partnership agreement, including all applicable amendments thereto
 - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iii) express Partnership Consent to the current transaction
- (L) The following corporation documentation is required:
- (i) a copy of the Articles of Incorporation
 - (ii) a copy of the Bylaws, including all applicable Amendments thereto
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Corporate Resolution consenting to the current transaction
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:
- Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

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- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

- (R) Financial statements from the appropriate parties must be submitted to the Company for review.

- (S) A copy of the construction contract must be submitted to the Company for review.

- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.

- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

- (V) Escrow must confirm that there are no open deeds of trust before closing.

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Commitment No. NCS-1103418P-SLC1

File No. NCS-1103418P-SLC1

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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 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 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 that are not shown by the Public Records.
5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, 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, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

Exceptions 1-6 will be omitted on extended coverage policies

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- 7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 8. Water rights, claims or title to water, whether or not shown by the Public Records.
- 9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
- 10. Any taxes that may be due as provided under NRS 361.4725.
- 11. Any unpaid charges due the Washoe County Sewer & Water District. Specific amounts may be obtained by calling the Washoe County Water Resources, Utility Services Division at P.O. Box 11130, Reno, NV 89520, (775) 954-4601.

- 12. Those taxes for the fiscal year July 1, 2022 through June 30, 2023, including any secured personal property taxes collected by the County Treasurer.

APN 534-571-02

1st installment	\$ 183.71	DELINQUENT
2nd installment	\$ 181.89	DELINQUENT

3rd installment	\$ 181.88
4th installment	\$ 181.88

Total	\$ 729.36
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NOTE:

Said taxes become a lien on July 1, 2022, each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2022.
- 2nd installment is due on the 1st Monday of October, 2022.
- 3rd installment is due on the 1st Monday of January, 2023.
- 4th installment is due on the 1st Monday of March, 2023.

Each installment will become delinquent ten (10) days after due.

- 13. Reservations and provisions as contained in Patent from the United States of America, recorded February 19, 1889, in [Book A of Patents, Page 387](#), as Instrument No. N/A.

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14. An easement for construct, operate and maintain communication and electric facilities and incidental purposes in the document recorded January 31, 1978 in Book 1190, Page 251 as Instrument No. [511810](#) of Official Records.
15. An easement for construct, operate and maintain communication facilities and incidental purposes in the document recorded March 09, 1978 in Book 1207, Page 443 as Instrument No. [518572](#) of Official Records.
16. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Parcel Map No. [2032](#). Reference is hereby made to said plat for particulars.
17. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Parcel Map No. [2182](#) referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.
18. The terms and provisions contained in the document entitled "Road Maintenance Agreement" recorded August 30, 1991 in Book 3320, Page 728 as Instrument No. [1505747](#) of Official Records.
19. An easement for access and incidental purposes in the document recorded November 08, 1991 in Book 3360, Page 848 as Instrument No. [1522855](#) of Official Records.
20. The terms and provisions contained in the document entitled "Road Maintenance Agreement" recorded May 22, 1996 in Book 4578, Page 993 as Instrument No. [1997012](#) of Official Records.
21. The terms and provisions contained in the document entitled "Road Maintenance Agreement" recorded July 15, 1996 in Book 4621, Page 894 as Instrument No. [2012141](#) of Official Records.
22. The terms and provisions contained in the document entitled "Roadways Maintenance Agreement" recorded July 15, 1996 in Book 4621, page 903 as Instrument No. [2012142](#) of Official Records.
23. An easement for public utilities and incidental purposes in the document recorded August 09, 2005 as Instrument No. [3257799](#) of Official Records.
24. An easement for public utilities and incidental purposes in the document recorded February 07, 2008 as Instrument No. [3618310](#) of Official Records.

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25. A Deed of Trust to secure an original indebtedness of \$2,200,000.00 recorded June 09, 2022 as Instrument No. [5309373](#) of Official Records.
Dated: June 08, 2022
Trustor: Spanish Springs Self Storage, L.L.C., a Utah limited liability company
Trustee: First American Title Company, a Nebraska corporation
Beneficiary: Stonefield, Inc., a Nevada corporation
26. A document entitled "Irrevocable Offer of Dedication" recorded June 24, 2022 as Instrument No. [5313357](#) of Official Records.
27. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
28. Rights of parties in possession.

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INFORMATIONAL NOTES

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which the map is attached.

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Commitment No. NCS-1103418P-SLC1

File No. NCS-1103418P-SLC1

EXHIBIT A

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

PARCEL 2 OF PARCEL MAP NO. [2182](#), FOR LSB ENTERPRISES, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON SEPTEMBER 09, 1987.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN CALLE DE LA PLATA, BY RESOLUTION RECORDED NOVEMBER 07, 1997, IN BOOK 5037, PAGE 604, AS DOCUMENT NO. [2151752](#), OF OFFICIAL RECORDS.

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**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

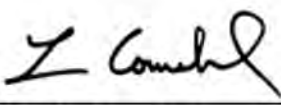
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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