



Parcel Map Review Committee Staff Report

Meeting Date: May 13, 2020

Agenda Item: 7B

TENTATIVE PARCEL MAP CASE NUMBER: WTPM20-0002 Ingenuity Industrial Center

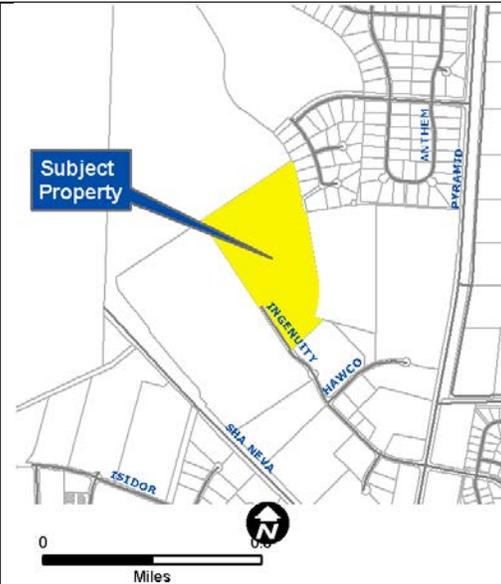
BRIEF SUMMARY OF REQUEST: Request to divide ±39.53 acres into three parcels of ±20.67 acres, ±11.03 acres, and ±8.33 acres.

STAFF PLANNER: Planner's Name: Dan Cahalane
Phone Number: 775.328.3628
E-mail: dcahalane@washoecounty.us

CASE DESCRIPTION

For possible action, hearing, and discussion to approve a tentative parcel map dividing ±39.53 acres into three parcels of ±20.67 acres, ±11.03 acres, and ±8.33 acres.

Applicant: Avenue 55
Property Owner: Ingenuity Industrial Center
Location: Approximately 0.5 miles west of the intersection of Pyramid Way and Ingenuity Ave
APN: 538-010-11
Parcel Size: 39.53 acres
Master Plan: Industrial
Regulatory Zone: Industrial
Area Plan: Spanish Springs
Citizen Advisory Board: Spanish Springs
Development Code: Authorized in Article 806, Parcel Maps
Commission District: 4 – Commissioner Hartung



STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

POSSIBLE MOTION

I move that, after giving reasoned consideration to the information contained within the staff report and the information received during the public meeting, that the Washoe County Parcel Map Review Committee approve Parcel Map Case Number WTPM20-0002 for Ingenuity Industrial Park subject to the conditions of approval included as Exhibit A with the staff report, and make the determination that the following criteria is or will be adequately provided for pursuant to Washoe County Code, Section 110.606.30

(Motion with Findings on Page 9)

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Parcel Map

The purpose of a parcel map is to allow for the creation of subdivisions, merger and re-subdivision of existing lots, and common-interest communities consisting of four or fewer parcels pursuant to Washoe County Code Chapter 110, Article 606, *Parcel Maps*. A tentative parcel map must be submitted to the Planning and Building Division for the purpose of review prior to or concurrent with the final parcel map. Every tentative parcel map must be prepared by a professional land surveyor. The parcel map process exists to establish reasonable standards of design and procedures for subdividing in order to further the orderly layout and use of land and insure proper legal descriptions and monumenting of subdivided land. Additionally, the process helps to safeguard the public health, safety and general welfare by establishing minimum standards of design and development for any land division platted in the unincorporated area of Washoe County. If the Washoe County Parcel Map Review Committee grants an approval of the tentative parcel map, that approval is subject to conditions of approval. Conditions of approval are requirements that may need to be completed during different stages of the proposed project. Those stages are typically:

- Prior to recordation of a final map.
- Prior to obtaining a final inspection and/or a certificate of occupancy on a structure.
- Prior to the issuance of a business license or other permits/licenses.
- Some conditions of approval are referred to as “operational conditions.” These conditions must be continually complied with for the life of the project.

Within 22 months from the date of approval of the tentative parcel map, the applicant must file a final parcel map along with any required supporting materials with the Planning and Building Division and the County Engineer showing that all conditions imposed by the Washoe County Parcel Map Review Committee have been met. Approval or conditional approval of a tentative parcel map imposes no obligation on the part of the Director of the Planning and Building Division or the Washoe County Board of County Commissioners to approve the final parcel map or to accept any public dedication shown on the tentative or final parcel map. Failure to submit a complete final parcel map and pay the required fees within the two year time period shall cease any further action on the map and shall render the tentative parcel map as expired.

The conditions of approval for Tentative Parcel Map Case Number WTPM20-0002 is attached to this staff report and will be included with the action order if approved by the Parcel Map Review Committee.

The subject property has a regulatory zone of Industrial (I). The industrial regulatory zone has 15ft front and rear setbacks and 10ft side setbacks.



Site Plan

Tentative Parcel Map Evaluation

Regulatory Zone:	Industrial
Maximum Lot Potential:	NA
Number of Lots on Parcel Map:	3
Minimum Lot Size Required:	10,000sf (0.2295 acres)
Minimum Lot Size on Parcel Map:	362,854.8sf (8.33 acres)
Minimum Lot Width Required:	100ft
Minimum Lot Width on Parcel Map:	436.96

The tentative parcel map meets all minimum requirements for the Industrial regulatory zone.

Development Suitability Constraints: The Spanish Springs Development Suitability Map, a part of the Spanish Springs Area Plan, identifies the subject parcel as suitable for development

Hydrographic Basin: The subject parcel is within the Spanish Springs Valley Hydrographic Basin.

The subject parcel is inside the Truckee Meadows Service Area (TMSA).

The proposed subdivision is a second or subsequent division of a parcel map approved within the last five years. For this reason this request is subject to all noticing required for a tentative subdivision map per Washoe County code.

Spanish Springs Area Plan Modifiers

The subject parcel is located within the Spanish Springs Area Plan. The following is the pertinent policy from the Area Plan:

SS 1.7 Tentative subdivision maps will not be approved for any development until the impacts of that development have been included in any applicable water resources facilities plan.

Staff Comment. The application was routed to the County Water Coordinator who provided feedback on the application. The memo can be found in exhibit B.

SS 12.1 Residential and commercial development must utilize one or a combination of the following reliable water resources that are replenished in quantities to meet the needs of the area without reliance upon groundwater mining or recharge from agricultural uses:

- A. Decreed Truckee River water rights or other approved imported surface water rights when used with an appropriate drought yield discount as determined by the water purveyor and approved by the State Engineer.
- B. Imported groundwater from a source that is replenished in sufficient quantity to meet the demands placed upon a source without groundwater mining.
- C. Certificated groundwater rights or permitted quasi-municipal groundwater rights (that existed as of May 22, 1990) matched by imported, decreed surface water from a source such as the Truckee River.
 - I. For residential developments, the quantity of imported water or decreed surface water shall be equal to 50 percent of the groundwater demand.

- II. For developments other than residential (commercial, industrial, recreational, etc.), the quantity of the matching imported or decreed surface water rights shall be equal to 100 percent of the calculated demand.
- III. The Truckee River surface water dedicated must be capable of diversion to the Orr Ditch.

Staff Comment: The application was routed to the County Water Coordinator who provided feedback on the application. The memo can be found in exhibit B.

SS 12.2 To the extent that reuse water is available to meet a new proposed non-potable water demand that is consistent with the use of reclaimed water, potable water shall not be supplied to meet the demand.

Staff Comment: The application shows that there is a 20-ft wide effluent pipeline easement nearby. Applicant shall provide an easement for effluent in order to use reclaimed water for future landscaping needs.

SS 12.7 The creation of parcels and lots in the Spanish Springs planning area shall require the dedication of water rights to Washoe County in quantities that are consistent with the water use standards set by the State Engineer and/or Washoe County.

Staff Comment: This area is served by Truckee Meadows Water Authority. The application was routed to the County Water Coordinator who provided feedback on the application. The memo can be found in exhibit B.

SS 15.1 Whenever applicable, all development within the Spanish Springs Suburban Character Management Area will connect to a community water service.

Staff Comment: This area is served by Truckee Meadows Water Authority. The proposed parcel map provides a 35ft wide waterline easement to connect to community water.

SS 15.2 Infrastructure for the storage and distribution of treated effluent for irrigation purposes will be encouraged in the Spanish Springs planning area.

Staff Comment: The application shows that there is a 20-ft wide effluent pipeline easement nearby. Applicant shall provide an easement for a future effluent pipeline.

SS15.3 Whenever feasible, the use of treated effluent for irrigation purposes will be required

Staff Comment: The application shows that there is a 20-ft wide effluent pipeline easement nearby. Applicant shall provide an easement for a future effluent pipeline.

SS16.1 Whenever applicable, all development within the Spanish Springs Suburban Character Management Area will connect to a community sewer service.

Staff Comment: Development on the subject property is required to connect to community sewer. The proposed parcel map provides access to existing community sewer service.

Development InformationThe subject parcel is undeveloped.

Reviewing Agencies

The following agencies received a copy of the project application for review and evaluation.

- Washoe County Community Services Department
 - Planning and Building Division
 - Engineering and Capital Projects Division
 - Parks and Open Spaces
 - Utilities

- Water Rights Coordinator Manager
- Truckee Meadows Water Authority (TMWA)
- Washoe County Health District
 - Vector-Borne Diseases Program
 - Environmental Health Services Division
 - Emergency Management
- Washoe County Sherriff
- Washoe-Storey Conservation District
- Truckee Meadows Fire Protection District
- Regional Transportation Commission (RTC)
- Nevada Department of Environmental Protection
- Nevada Department of Wildlife

Five out of the fourteen above listed agencies/departments provided comments and/or recommended conditions of approval in response to their evaluation of the project application. A **summary** of each agency's comments and/or recommended conditions of approval and their contact information is provided. The Conditions of Approval document is attached to this staff report and will be included with the Action Order, if granted approval.

- Washoe County Planning and Building Division, Planning Program requires that the final map be in substantial compliance with all plans and documents submitted with the tentative parcel map.
Contact: Dan Cahalane, 777.328-3628, dcahalane@washoecounty.us
- Washoe County Engineering and Capital Projects Division provided comments related to access, right of way, and flooding.
Contact: Wayne Handrock, 775.328.2318, whandrock@washoecounty.us
- Washoe County Health District provided conditions related to sewage disposal and water quality.
Contact: James English, 775.328.2610, jenglish@washoecounty.us
- Washoe County Water Management Planner Coordinator requires provision of water service to all three parcels.
Contact: Vahid Behmaram, 775.954-4647, vbehmaram@washoecounty.us
- Washoe Regional Transportation Commission requires to design and construct sidewalks along the frontage of the property.
Contact: Rebecca Kapuler, 775.348-0400, rkapuler@rtcwashoe.com

Staff Comment on Required Findings

WCC Section 110.606.30 (i) requires that all of the following findings be made to the satisfaction of the Washoe County Parcel Map Review Committee before granting approval of the request. Staff has completed an analysis of the application and has determined that the proposal is in compliance with the required findings as follows:

- 1) General improvement considerations for all parcel maps including, but not limited to:
 - a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.

Staff Comment: The proposal follows the environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to water, community or public sewage disposal and, where applicable, individual systems for sewage disposal. The application was routed to the relevant agencies who provided conditions and/or comments in exhibits A, B, C, and D.

- b) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision.

Staff Comment: The application was routed to the water resource planner, who provided comments in exhibit B. There is an availability of water which meets the applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision.

- c) The availability and accessibility of utilities.

Staff Comment: The proposed development abuts areas already served by utilities and will be required to attach to all relevant water, sewage, and energy utilities.

- d) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks.

Staff Comment: The proposed parcels are zoned industrial and therefore do not require access to schools. However, all other public services are readily accessible.

- e) Conformity with the zoning ordinances and master plan.

Staff Comment: The proposed parcel map is in conformance with the zoning ordinances and master plan.

- f) General conformity with the governing body's master plan of streets and highways.

Staff Comment: The proposed parcels are in general conformity with the governing body's master plan of streets and highways.

- g) The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.

Staff Comment: The proposed subdivision does not require the construction of new streets or highways by the county to serve its parcels.

- h) Physical characteristics of the land such as floodplain, slope and soil.

Staff Comment: The physical characteristics of the site are suitable for development.

- i) The recommendations and comments of those entities reviewing the tentative parcel map pursuant to NRS 278.330 and 278.348, inclusive.

Staff Comment: These provisions of statute refer to the preparation of tentative maps. All recommend conditions of approval from the reviewing agencies have been included with the staff report.

- j) The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.

Staff Comment: The application was routed to the Truckee Meadows Fire Protection District for review. They did not provide any comments or conditions currently.

- k) Community antenna television (CATV) conduit and pull wire.

Staff Comment: Properties will have access to CATV conduit and pull wire.

- l) Recreation and trail easements.

Staff Comment: The application was routed to the Washoe County Parks Department for review. They reviewed the application and provided no comments.

Recommendation

After a thorough analysis and review, Parcel Map Case Number WTPM20-0002 is being recommended for approval with conditions. Staff offers the following motion for the Parcel Map Review Committee's consideration.

Review Criteria

I move that, after giving reasoned consideration to the information contained within the staff report and the information received during the public meeting, that the Washoe County Parcel Map Review Committee approve Parcel Map Case Number WTPM20-0002 for Ingenuity Industrial Park subject to the conditions of approval included as Exhibit A with the staff report, and make the determination that the following criteria is or will be adequately provided for pursuant to Washoe County Code, Section 110.606.30:

- 1) General improvement considerations for all parcel maps including, but not limited to:
 - a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
 - b) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;
 - c) The availability and accessibility of utilities;
 - d) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks;
 - e) Conformity with the zoning ordinances and master plan;
 - f) General conformity with the governing body's master plan of streets and highways;
 - g) The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;
 - h) Physical characteristics of the land such as floodplain, slope and soil;
 - i) The recommendations and comments of those entities reviewing the tentative parcel map pursuant to NRS 278.330 and 278.348, inclusive;
 - j) The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands;
 - k) Community antenna television (CATV) conduit and pull wire; and
 - l) Recreation and trail easements.

Appeal Process

Parcel Map Review Committee action will be effective 10 calendar days after the written decision is filed with the Secretary to the Parcel Map Review Committee, unless the action is appealed to the Washoe County Board of County Commissioners, in which case the outcome of the appeal shall be determined by the Board of County Commissioners. Any appeal must be filed in writing within 10 calendar days from the date the written decision is filed with and signed by the Secretary of the Parcel Map Review Committee and mailed to the applicant.

Applicant: Ingenuity Industrial Center
 600 University St. Ste 2305
 Seattle, WA 98101

Developer: Avenue 55
600 University St. Ste 2305
Seattle, WA 98101

Representatives: US Geomatics
PO BOX 3299
Reno, NV 89505

Staff Report xc: Washoe County Health District, RTC Washoe



Conditions of Approval

Tentative Parcel Map Case Number WTPM20-0002

The tentative parcel map approved under Parcel Map Case Number WTPM20-0002 shall be carried out in accordance with the conditions of approval granted by the Washoe County Parcel Map Review Committee on April 9, 2020. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

Unless otherwise specified, all conditions related to the approval of this tentative parcel map shall be met or financial assurance must be provided to satisfy the conditions of approval prior to the recordation of a final parcel map. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Building Division.

Compliance with the conditions of approval related to this tentative parcel map is the responsibility of the applicant, his/her successor in interest, and all owners, assignees, and occupants of the property and their successors in interest. Failure to comply with any of the conditions imposed in the approval of the tentative parcel map may result in the institution of revocation procedures.

Washoe County reserves the right to review and revise the conditions of approval related to this tentative parcel map should it be determined that a subsequent license or permit issued by Washoe County violates the intent of this approval.

For the purpose of conditions imposed by Washoe County, “may” is permissive and “shall” or “must” is mandatory.

Conditions of approval are usually complied with at different stages of the proposed project. Those stages are typically:

- Prior to recordation of a final map.
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some “conditions of approval” are referred to as “operational conditions.” These conditions must be continually complied with for the life of the project.

The Washoe County Commission oversees many of the reviewing agencies/departments with the exception of the following agencies.

- **The DISTRICT BOARD OF HEALTH, through the Washoe County Health District, has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.**

FOLLOWING ARE CONDITIONS OF APPROVAL REQUIRED BY THE REVIEWING AGENCIES. EACH CONDITION MUST BE MET TO THE SATISFACTION OF THE ISSUING AGENCY.

Washoe County Planning and Building Division

1. The following conditions are requirements of the Planning and Building Division, which shall be responsible for determining compliance with these conditions.

Contact: Dan Cahalane, Planner, 775.328.3628, dcahalane@washoecounty.us

- a. The applicant shall attach a copy of the action order approving this project to all permits and applications (including building permits) applied for as part of this tentative parcel map.
- b. The final map shall be in substantial compliance with all plans and documents submitted as part of this tentative parcel map application, and with any amendments imposed by the Parcel Map Review Committee. All documentation necessary to satisfy the conditions noted below shall accompany the final map when submitted to the County Engineer and the Planning and Building Division.
- c. The applicant shall comply with all the conditions of approval and shall submit a final map for signature by the Director of the Planning and Building Division within 22 months from the date of approval by the Parcel Map Review Committee. Each agency responsible for imposing conditions may determine whether its conditions must be fully completed or whether the applicant shall be offered the option of providing financial assurances as a means of assuring compliance.
- d. The final map shall contain the following jurat:

DIRECTOR OF PLANNING AND BUILDING CERTIFICATE

THE FINAL PARCEL MAP CASE NO. WTPM20-0002 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 RECORDATION 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 _____, 20_____, BY THE DIRECTOR OF PLANNING AND BUILDING OF WASHOE COUNTY, NEVADA, IN ACCORDANCE WITH NEVADA REVISED STATUTES 278.471 THROUGH 278.4725.

MOJRA HAUENSTEIN, DIRECTOR, PLANNING AND BUILDING DIVISION

- e. The applicant shall provide verification to the Planning and Building Division that all conditions from the Truckee Meadows Fire Protection District have been satisfied.
- f. The applicant has indicated that the proposed improvements will not exceed the major grading thresholds that require a special use permit. If the final construction drawings for the map include grading that exceeds the *Major Grading Permit Thresholds* listed in Article 438 Grading Standards, the applicant shall apply for a special use permit for grading; this approval may take up to three months to process. In addition, all related standards within the Washoe County Development Code shall be met on the construction drawings.

- g. The approval for this tentative parcel map does not include improvements for driveways to building pads. Grading for access to building pads, if they exceed the criteria stated in the previous condition, shall require a special use permit.
- h. Applicant shall provide effluent pipeline easements to service all parcels to satisfy Spanish Spring area plan policy 15.3.

Washoe County Engineering and Capital Projects

2. The following conditions are requirements of the Engineering and Capital Projects, which shall be responsible for determining compliance with these conditions.

Contact: Wayne Handrock, 775.328.2318, whandrock@washoecounty.us

- a. Comply with the conditions of the Washoe County technical check for this map.
- b. All boundary corners must be set.
- c. Add a Security Interest Holder's Certificate to the map if applicable.
- d. Add the following note to the map; "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."
- e. Provide access easements to Parcels 1 and 3 from the public portion of Ingenuity Avenue.
- f. Dedicate right-of-way for standard Washoe County cul-de-sac at the end of Ingenuity Avenue.
- g. For the portion of Ingenuity Avenue proposed to be abandoned, provide an access easement 56' in width for the benefit of parcel 538-010-03.

Washoe County Health District

3. The following conditions are requirements of Environment Health Services, which shall be responsible for determining compliance with these conditions.

Contact: James English, 775.328.2610, jenglish@washoecounty.us

- a. Condition #1: WCHD recommends the property owner evaluate the newly created parcels for the potential for the installation of an onsite sewage disposal system. If the property is to be commercial any design and approval of the system must go through the Nevada Division of Environmental Protection.
- b. WCHD cannot determine if the existing property is within the TWMA service territory, the applicant will have to verify this prior to the WCHD approving any new water well construction permits.

Washoe County Water Resources

4. The following conditions are requirements of Environment Health Services, which shall be responsible for determining compliance with these conditions.

Contact: Vahid Behmaram, 775.954-4647, vbehmaram@washoecounty.us

- a. The Parcel Map shall contain TMWA's note and acknowledgement regards all conditions necessary for provision of water service to all three (3) parcels prior to approval of building permits. Or a valid will serve letter from TMWA for the resulting parcel is also acceptable.

*** End of Conditions ***



WASHOE COUNTY
COMMUNITY SERVICES
INTEGRITY COMMUNICATION SERVICE

P.O. Box 11130
Reno, Nevada 89520-0027
Phone: (775) 328-3600
Fax: (775) 328-3699

February 27, 2020

TO: Dan Cahalane, Planner, CSD, Planning & Development Division
FROM: Vahid Behmaram, Water Management Planner Coordinator, CSD
SUBJECT: Tentative Parcel Map Case Number WTPM20-0002 (Ingenuity Industrial Center).

Project description:

The applicant is proposing to approve division of a ± 39.53 acre parcel into three parcels of ± 20.67 acres, ± 11.03 acres, and ± 8.33 acres.

Project located at approximately 0.5 miles west from the intersection of Pyramid Way and Ingenuity Ave., Assessor's Parcel Number: 538-010-11.

The Community Services Department (CSD) recommends approval of this project with the following Water Rights comments & conditions:

Comments: Municipal water service is available and will be provided by TMWA.

Conditions: The Parcel Map shall contain TMWA's note and acknowledgement regards all conditions necessary for provision of water service to all three (3) parcels prior to approval of building permits. Or a valid will serve letter from TMWA for the resulting parcel is also acceptable.



WASHOE COUNTY

COMMUNITY SERVICES DEPARTMENT

Engineering and Capital Projects

1001 EAST 9TH STREET
RENO, NEVADA 89512
PHONE (775) 328-3600
FAX (775) 328.3699

INTEROFFICE MEMORANDUM

PARCEL MAP REVIEW

DATE: March 11, 2020

TO: Dan Cahalane, Planner - Department of Community Services

FROM: Wayne Handrock, PLS, Engineering and Capital Projects Division

SUBJECT: *Parcel Map for: Ingenuity Industrial Center*
Parcel Map Case No.: WTPM20-0002
APN: 538-010-11
Review Date: March 11, 2020

The Engineering and Capital Projects Division has reviewed the subject parcel map and the following conditions must be successfully completed prior to final approval of this application by the Division.

1. Comply with the conditions of the Washoe County technical check for this map.
2. All boundary corners must be set.
3. Add a Security Interest Holder's Certificate to the map if applicable.
4. Add the following note to the map; "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."
5. Provide access easements to Parcels 1 and 3 from the public portion of Ingenuity Avenue.
6. Dedicate right-of-way for standard Washoe County cul-de-sac at the end of Ingenuity Avenue.
7. For the portion of Ingenuity Avenue proposed to be abandoned, provide an access easement 56' in width for the benefit of parcel 538-010-03.



INTEGRITY



EFFECTIVE
COMMUNICATION



QUALITY
PUBLIC SERVICE

WASHOE COUNTY
HEALTH DISTRICT
ENHANCING QUALITY OF LIFE

March 3, 2020

Washoe County Community Services
Planning and Development Division
PO Box 11130
Reno, NV 89520-0027

RE: Ingenuity Industrial Center; APN 538-010-11
Tentative Parcel Map; WTPM20-0002

Dear Washoe County Staff:

The following conditions are requirements of the Washoe County Health District, Environmental Health Services Division, (WCHD) which shall be responsible for determining compliance with these conditions.

Contact Name – James English - jenglish@washoecounty.us

- a) Condition #1: WCHD recommends the property owner evaluate the newly created parcels for the potential for the installation of an onsite sewage disposal system. If the property is to be commercial any design and approval of the system must go through the Nevada Division of Environmental Protection.
- b) WCHD cannot determine if the existing property is within the TWMA service territory, the applicant will have to verify this prior to the WCHD approving any new water well construction permits.

If you have any questions or would like clarification regarding the foregoing, please contact James English, EHS Supervisor at jenglish@washoecounty.us regarding all Health District comments.

Sincerely,



James English, REHS, CP-FS
EHS Supervisor
Environmental Health Services
Washoe County Health District



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

February 25, 2020

FR: Chrono/PL 181-20

Mr. Dan Cahalane, Planner
Community Services Department
Washoe County
PO Box 11130
Reno, NV 89520

RE: **WTPM20-0002 (Ingenuity Industrial Center)**

Dear Mr. Cahalane,

The Regional Transportation Commission (RTC) has reviewed this request to approve dividing ±39.53 acres into three parcels of ±20.67 acres, ±11.03 acres, and ±8.33 acres.

Since there is no development proposed with this application, RTC has no comments at this time. Once a development proposal is made, RTC recommends a traffic impact study be provided to review the intersection of Pyramid Hwy and Ingenuity Way. Development of new traffic model runs based on the proposed development may be necessary to determine the impacts to the Regional Road System (RRS).

The RTP, the RTC Bicycle/Pedestrian Master Plan and the Nevada Department of Transportation Pedestrian Safety Action Plan, all indicate that new development and re-development will be encouraged to construct pedestrian and bicycle facilities, internal and/or adjacent to the development, within the regional road system. In addition, these plans recommend that the applicant be required to design and construct any sidewalks along the frontage of the property in conformance with the stated ADA specifications.

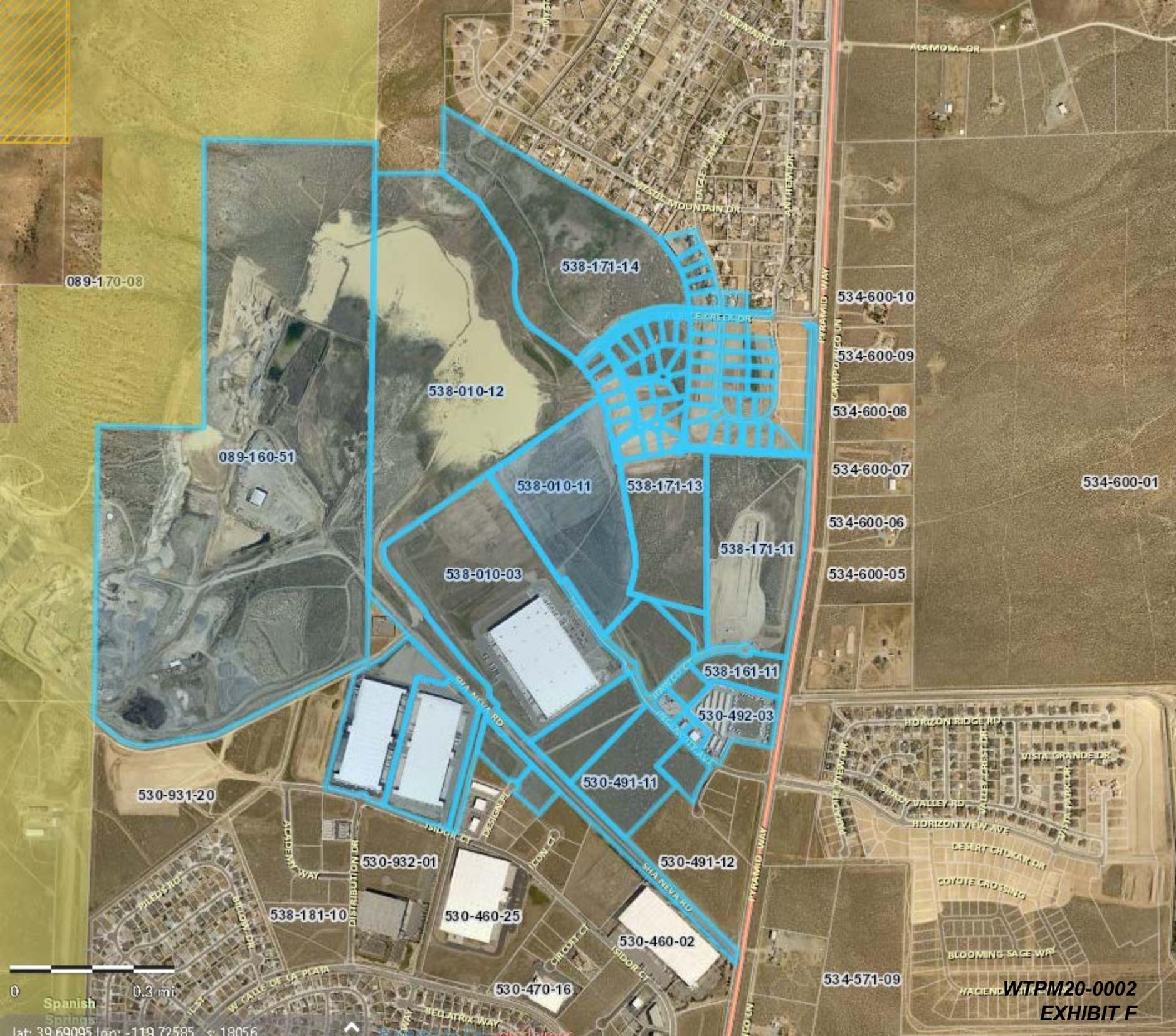
Thank you for the opportunity to comment on this application. Please feel free to contact me at 775-332-0174 or email me at rkapuler@rtcwashoe.com if, you have any questions or comments.

Sincerely,

Rebecca Kapuler
Senior Planner

Daniel Doenges, Regional Transportation Commission
Mark Maloney, Regional Transportation Commission
Julie Masterpool, Regional Transportation Commission
Tina Wu, Regional Transportation Commission
Scott Miklos, Regional Transportation Commission
Brian Stewart, Regional Transportation Commission

Ingenuity Industrial Center



089-170-08

089-160-51

538-171-14

538-010-12

538-010-11

538-171-13

538-171-11

538-010-03

538-161-11

530-492-03

530-491-11

530-491-12

530-931-20

530-932-01

530-460-25

530-460-02

538-181-10

530-470-16

534-600-10

534-600-09

534-600-08

534-600-07

534-600-06

534-600-05

534-600-01

WTPM20-0002
EXHIBIT F

Spanish Springs
lat: 39.690951, lon: -119.72585, zoom: 18056

0.3 mi

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:			
Project Description:			
Project Address:			
Project Area (acres or square feet):			
Project Location (with point of reference to major cross streets AND area locator):			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
Indicate any previous Washoe County approvals associated with this application: Case No.(s).			
Applicant Information (attach additional sheets if necessary)			
Property Owner:		Professional Consultant:	
Name:		Name:	
Address:		Address:	
Zip:		Zip:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	
Cell:		Cell:	
Other:		Other:	
Contact Person:		Contact Person:	
Applicant/Developer:		Other Persons to be Contacted:	
Name:		Name:	
Address:		Address:	
Zip:		Zip:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	
Cell:		Cell:	
Other:		Other:	
Contact Person:		Contact Person:	
For Office Use Only			
Date Received:		Initial:	
County Commission District:		Planning Area:	
CAB(s):		Master Plan Designation(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)?

--

- a. Please list the following:

APN of Parcel	Land Use Designation	Existing Acres

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

--

3. What are the proposed lot standards?

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Proposed Minimum Lot Area				
Proposed Minimum Lot Width				

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				
Proposed Zoning Area				

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 type="checkbox"/> No
------------------------------	-----------------------------

6. Utilities:

a. Sewer Service	
b. Electrical Service/Generator	
c. Water Service	

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 type="checkbox"/> Public water	Provider:	

b. Available:

<input type="checkbox"/> Now	<input type="checkbox"/> 1-3 years	<input type="checkbox"/> 3-5 years	<input type="checkbox"/> 5+ years
------------------------------	------------------------------------	------------------------------------	-----------------------------------

c. Washoe County Capital Improvements Program project?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

8. What sewer services are necessary to accommodate the proposed tentative parcel map?

a. Sewage System Type:

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

b. Available:

<input type="checkbox"/> Now	<input type="checkbox"/> 1-3 years	<input type="checkbox"/> 3-5 years	<input type="checkbox"/> 5+ years
------------------------------	------------------------------------	------------------------------------	-----------------------------------

c. Washoe County Capital Improvements Program project?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

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):

--

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

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 type="checkbox"/> No	If yes, include a separate set of attachments and maps.
------------------------------	-----------------------------	---

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 type="checkbox"/> No	If yes, include a separate set of attachments and maps.
------------------------------	-----------------------------	---

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 type="checkbox"/> No	If yes, include a separate set of attachments and maps.
------------------------------	-----------------------------	---

14. If private roads are proposed, will the community be gated? If so, is a public trail system easement provided through the subdivision?

--

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 type="checkbox"/> No	If yes, include a separate set of attachments and maps.
------------------------------	-----------------------------	---

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?

--

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 type="checkbox"/> No	If yes, include a separate set of attachments and maps.
------------------------------	-----------------------------	---

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?

--

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?

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?

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?

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?

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?

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

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?

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

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

28. Surveyor:

Name	
Address	
Phone	
Cell	
E-mail	
Fax	
Nevada PLS #	

Parcel Map Waiver Application Supplemental Information

(All required information may be separately attached)

1. Identify the public agency or utility for which the parcel is being created:

--

a. If a utility, is it Public Utility Commission (PUC) regulated?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

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

--

a. Please list the following:

APN of Parcel	Land Use Designation	Existing Acres

3. Please describe:

a. The existing conditions and uses located at the site:

--

b. The existing conditions and uses in the vicinity to the north, south, east and west (i.e. vacant land, roadways, buildings, etc.):

North	
South	
East	
West	

4. What are the proposed lot standards?

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Proposed Minimum Lot Area				
Proposed Minimum Lot Width				

5. Utilities:

a. Sewer Service	
b. Electrical Service/Generator	
c. Water Service	

6. Please describe the source and timing of the water facilities necessary to serve the proposed waiver.

a. Water System Type:

<input type="checkbox"/> Individual wells		
<input type="checkbox"/> Private water	Provider:	
<input type="checkbox"/> Public water	Provider:	

b. Available:

<input type="checkbox"/> Now	<input type="checkbox"/> 1-3 years	<input type="checkbox"/> 3-5 years	<input type="checkbox"/> 5+ years
------------------------------	------------------------------------	------------------------------------	-----------------------------------

c. If a public facility is proposed and is currently not listed in the Washoe County Capital Improvements Program and not available, please describe the funding mechanism for ensuring availability of water service:

--

7. What is the nature and timing of sewer services necessary to accommodate the proposed waiver?

a. Sewage System Type:

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

b. Available:

<input type="checkbox"/> Now	<input type="checkbox"/> 1-3 years	<input type="checkbox"/> 3-5 years	<input type="checkbox"/> 5+ years
------------------------------	------------------------------------	------------------------------------	-----------------------------------

c. Washoe County Capital Improvements Program project?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

d. If a public facility is proposed and is currently not listed in the Washoe County Capital Improvements Program and not available, please describe the funding mechanism for ensuring availability of sewer service. If a private system is proposed, please describe the system and the recommended location(s) for the proposed facility:

--

8. Please describe whether any of the following natural resources are related to the proposed waiver:

a. Property located in the FEMA 100-year floodplain?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

Explanation:

--

b. Does 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 type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

Explanation:

--

- c. 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, the Hillside Ordinance applies.	<input type="checkbox"/> No, it does not.
---	---

Explanation:

--

9. Surveyor:

Name	
Address	
Phone	
Fax	
Nevada PLS #	

Property Owner Affidavit

Applicant Name: Ingenuity Industrial Center LLC

The receipt of this application at the time of submittal does not guarantee the application complies with all requirements of the Washoe County Development Code, the Washoe County Master Plan or the applicable area plan, the applicable regulatory zoning, or that the application is deemed complete and will be processed.

STATE OF NEVADA)
COUNTY OF WASHOE)

I, Joe Blattner (please print name)

being duly sworn, depose and say that I am the owner* of the property or properties involved in this application as listed below and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true, and correct to the best of my knowledge and belief. I understand that no assurance or guarantee can be given by members of Planning and Building.

(A separate Affidavit must be provided by each property owner named in the title report.)

Assessor Parcel Number(s): 538-010-11



Printed Name Joe Blattner

Signed [Signature]

Address 600 University St. Suite 2305
Seattle, WA, 98101

Subscribed and sworn to before me this 9th day of December, 2019.

(Notary Stamp)

Sarah A. Stretter - State of Washington, County of King
Notary Public in and for said county and state

My commission expires: 01-19-2020

*Owner refers to the following: (Please mark appropriate box.)

- Owner
 Corporate Officer/Partner (Provide copy of record document indicating authority to sign.)
 Power of Attorney (Provide copy of Power of Attorney.)
 Owner Agent (Provide notarized letter from property owner giving legal authority to agent.)
 Property Agent (Provide copy of record document indicating authority to sign.)
 Letter from Government Agency with Stewardship

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, INGENUITY INDUSTRIAL CENTER LLC, 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 AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278.

INGENUITY INDUSTRIAL CENTER LLC

DATE _____

NAME: _____
TITLE: _____

NOTARY PUBLIC ACKNOWLEDGMENT:

STATE OF _____ } S.S.
COUNTY OF _____ }
ON THIS _____ DAY OF _____, 2020, _____ OF INGENUITY INDUSTRIAL CENTER LLC, DID PERSONALLY APPEAR BEFORE ME TO PERSONALLY ACKNOWLEDGE THIS INSTRUMENT.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

TITLE COMPANY CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT INGENUITY INDUSTRIAL CENTER LLC ARE THE ONLY OWNERS OF RECORD OF SAID LAND, THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN SAID LAND; THAT THERE ARE NO LIENS OF RECORD AGAINST SAID LAND FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL, OR LOCAL TAXES COLLECTED AS TAXES OR SPECIAL ASSESSMENTS.

FIRST AMERICAN TITLE INSURANCE COMPANY

NAME: _____ DATE _____
TITLE: _____

TAX CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THE LAND SHOWN HEREON 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 N.R.S. 361A.285.

APN: 538-010-11

WASHOE COUNTY TREASURY DEPARTMENT
NAME: _____ DATE _____
TITLE: _____

DISTRICT BOARD OF HEALTH CERTIFICATE:

THIS FINAL MAP IS APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH. THIS APPROVAL CONCERNS SWAGE 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 AND SERVICES DIVISION OF THE WASHOE COUNTY HEALTH DISTRICT.

DISTRICT BOARD OF HEALTH
NAME: _____ DATE _____
TITLE: _____



VICINITY MAP
(NOT TO SCALE)

UTILITY COMPANIES CERTIFICATE:

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED PUBLIC UTILITY COMPANIES, CABLE TV COMPANIES AND TRUCKEE MEADOWS WATER AUTHORITY.

CHARTER COMMUNICATIONS
NAME: _____ DATE _____
TITLE: _____

NEVADA BELL TELEPHONE COMPANY
DIBIA AT&T NEVADA
NAME: _____ DATE _____
TITLE: _____

SIERRA PACIFIC POWER COMPANY
DIBIA NV ENERGY
NAME: _____ DATE _____
TITLE: _____

TRUCKEE MEADOWS WATER AUTHORITY
NAME: _____ DATE _____
TITLE: _____

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 AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

WAYNE HANDROCK, PLS
WASHOE COUNTY SURVEYOR

WATER AND SEWER RESOURCE CERTIFICATE:

THE PROJECT/DEVELOPMENT DEPICTED ON THIS MAP IS IN CONFORMANCE WITH THE PROVISIONS OF ARTICLE 442 OF WASHOE COUNTY CHAPTER 110 (DEVELOPMENT CODE).

WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT
NAME: _____ DATE _____
TITLE: _____

DIRECTOR OF PLANNING AND BUILDING CERTIFICATE:

THE FINAL PARCEL MAP CASE NO. _____ 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 RECORDATION OF THIS MAP.

THIS FINAL MAP IS APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2020, BY THE DIRECTOR OF PLANNING AND BUILDING DIVISION OF WASHOE COUNTY, NEVADA, IN ACCORDANCE WITH NEVADA REVISED STATUTES 278.471 THROUGH 278.4725.

MOJRA HAUSENSTEIN
WASHOE COUNTY DIRECTOR OF PLANNING AND BUILDING
DATE _____

SURVEYOR'S CERTIFICATE:

I, GLEN C. ARMSTRONG, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

- 1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF INGENUITY INDUSTRIAL CENTER LLC.
- 2. THE LANDS SURVEYED LIE WITHIN A PORTION OF THE SOUTHWEST 1/4 OF SECTION 14, T.21N., R.20E., M.D.M., WASHOE COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON OCTOBER 16, 2018.
- 3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES 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 NUMBER AND DURABILITY.



GLEN C. ARMSTRONG
PROFESSIONAL LAND SURVEYOR NO. 18451
2-13-2020

FOR REVIEW

COUNTY RECORDER'S CERTIFICATE

FILE NO. _____
TENTATIVE PARCEL MAP FOR _____
FEE: _____
FILED FOR RECORD AT THE REQUEST OF _____
ON THIS _____ DAY OF _____, 2020,
AT _____ MINUTES PAST _____ O'CLOCK _____ M.,
OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
COUNTY RECORDER _____
BY: _____ DEPUTY

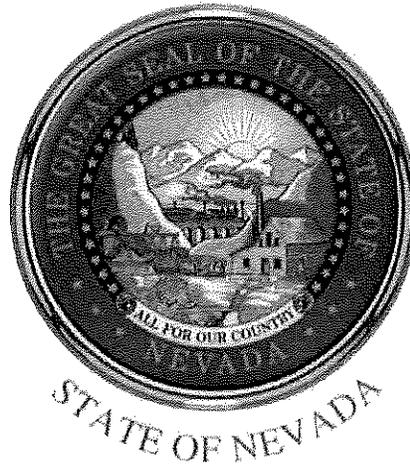
INGENUITY INDUSTRIAL CENTER LLC

PARCEL 3 OF PARCEL MAP NO. 5257
SITUATED IN THE SOUTHWEST 1/4 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 20 EAST, M.D.M.

WASHOE COUNTY NEVADA
P.O. BOX 3299
RENO, NV 89505
648 LANDER STREET
RENO, NV 89509



SECRETARY OF STATE



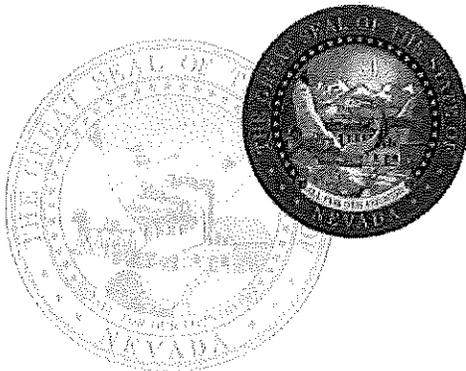
NEVADA STATE BUSINESS LICENSE

INGENUITY INDUSTRIAL CENTER, LLC
Nevada Business Identification # NV20191436439

Expiration Date: June 30, 2020

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on June 12, 2019

Barbara K. Cegavske

Barbara K. Cegavske
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases.
Failure to do so will result in late fees or penalties which by law cannot be waived.



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-6708
 Website: www.nvsos.gov



050303

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20190251539-27 Filing Date and Time 06/10/2019 11:23 AM Entity Number E0271132019-7
--	---

**Application for
 Registration of Foreign
 Limited-Liability Company**
 (PURSUANT TO NRS 86.544)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Foreign Limited-Liability Company:	Ingenuity Industrial Center, LLC	Check box if a Series Limited-Liability Company <input type="checkbox"/>
2. Name Being Registered with Nevada: (see instructions)	The name under which this foreign limited-liability company proposes to register and transact business in Nevada is: Ingenuity Industrial Center, LLC	
3. Entity Domicile: (date and state or country of formation)	3/4/2019 Date Formed	Delaware State or Country where Authorized
	<input checked="" type="checkbox"/> This entity is in good standing in the jurisdiction of its incorporation/creation.	
4. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: Paracorp Incorporated Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <u>OR</u> <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Street Address City Nevada Zip Code Mailing Address (if different from street address) City Nevada Zip Code <i>In the event the above-designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.</i>	
5. Records Office: (see instructions)	c/o 600 University Street, Suite 2305 Street Address	Seattle WA 98101 City State Zip Code
6. Street Address of Principal Office: (or office required to be maintained in the domicile state by the laws of that state)	251 Little Falls Drive Street Address	Wilmington DE 19808 City State Zip Code
7. Name and Address of each Manager or Member: (attach additional pages if more than 1)	BI Ingenuity LLC Name 600 University Street, Suite 2305 Street Address	Seattle WA 98101 City State Zip Code
8. Name and Signature of Manager or Member:	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. JOSEPH D. BLATTNER Name <i>[Signature]</i> Authorized Signature	
9. Certificate of Acceptance of Appointment of Registered Agent:	<input checked="" type="checkbox"/> I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Application for Registration, submit a separate signed Registered Agent Acceptance form. Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date	

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86.544 FLLC
 Article Revised: 9-28-17



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov



180301

**Registered Agent
 Acceptance**
 (PURSUANT TO NRS 77.310)

This form may be submitted by: a Commercial Registered Agent, Noncommercial Registered Agent or Represented Entity. For more information please visit <http://www.nvsos.gov/index.aspx?page=141>

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Acceptance of Appointment by Registered Agent

In the matter of Ingenuity Industrial Center, LLC

Name of Represented Business Entity

Paracorp Incorporated

am a:

Name of Appointed Registered Agent OR Represented Entity Serving as Own Agent*

(complete only one)

- a) commercial registered agent listed with the Nevada Secretary of State,
- b) noncommercial registered agent with the following address for service of process:

Street Address _____ City _____ Nevada _____ Zip Code _____
 Mailing Address (if different from street address) _____ City _____ Nevada _____ Zip Code _____

- c) represented entity accepting own service of process at the following address:

Title of Office or Position of Person in Represented Entity

Street Address _____ City _____ Nevada _____ Zip Code _____
 Mailing Address (if different from street address) _____ City _____ Nevada _____ Zip Code _____

and hereby state that on 06/04/2019 I accepted the appointment as registered agent for the above named business entity. Date

Jody Moua Jody Moua, Assistant Secretary
 Authorized Signature of R.A. or On Behalf of R.A. Company

6/4/2019
 Date

*If changing Registered Agent when reinstating, officer's signature required.

 Signature of Officer _____ Date _____

Nevada Secretary of State Form RA Acceptance
 Revised: 1-5-15

**INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE
BUSINESS LICENSE APPLICATION OF:**

Ingenuity Industrial Center, LLC
NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

FOR THE FILING PERIOD OF 6/2019 TO 6/2020
USE BLACK INK ONLY - DO NOT HIGHLIGHT



Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20190251540-59
	Filing Date and Time 06/10/2019 11:23 AM
	Entity Number E0271132019-7

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$150.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE: \$150.00 LATE PENALTY: \$75.00 (if filing late) BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

NRS 76.020 Exemption Codes

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

001 - Governmental Entity
006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME BI Ingenuity LLC	MANAGER OR MANAGING MEMBER		
ADDRESS 600 University Street, Suite 2305	CITY Seattle	STATE WA	ZIP CODE 98101
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X
Signature of Manager, Managing Member or
Other Authorized Signature

Title: Managing Member Date: 06/05/2019

Nevada Secretary of State List ManagMem
Form: 100403 Revised: 11-7-17

Parcel Map for Ingenuity Industrial Center LLC

Contact Information Sheet

Owner – Ingenuity Industrial Center LLC

Name & Company: Spencer Holcomb – Avenue 55

Address: 600 University Street, Suite 2305, Seattle, Washington 98101

Phone:

Office: (206)-707-9696

Email: sholcomb@avenue55.net

Miscellaneous Contacts:

Name & Company: Dylan Marchand – U.S. Geomatics Inc
Parcel Map Draftsman

Address: 648 Lander Street, Reno, Nevada 89509

Phone:

Office: (775)-786-5111

Cell: (775)-636-0008

Email: dmarchand@usgeomatics.com

Name & Company: Ryan Toole, PLS – U.S. Geomatics Inc
Survey Department Director

Phone:

Office: (775)-786-5111

Cell: (775)-750-0682

Email: rtoole@usgeomatics.com

Name & Company: Glen Armstrong, PLS – U.S. Geomatics Inc

Phone:

Office: (775)-786-5111

Cell: (775)-560-8516

Email: garmstrong@usgeomatics.com

APN 530-280-10
Pebble Creek Unit 1

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made and entered into this 7th day of July, 2001, by and between SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership, Party of the first part, hereinafter referred to as "Grantor", and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, Party of the second part, hereinafter referred to as "Grantee",

WITNESSETH

For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantee a permanent easement and right-of-way for sanitary sewer facilities upon, over, across and through the land herein described, together with the perpetual right to enter upon said land to construct, reconstruct, maintain and repair said facilities and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said facilities.

The easement and right-of-way hereby granted is situate in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, said easement and right-of-way unto the Grantee and unto its successors and assigns forever.

This is a non-exclusive Grant of Easement and to the extent that other uses do not interfere with the use of said easement by Grantee as permitted herein, Grantor, his/her/their/its successors and assigns, shall be permitted to use the same for any purpose they may desire.

The covenants and agreement herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

IN WITNESS WHEREOF, the Grantor hereto has executed this Grant of Easement the day and year first above written.

SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership

By: HAWCO DEVELOPMENT COMPANY,
a Nevada corporation, as General Partner



James G. Haw, Sr., President



2578900
07/27/2001
1 of 6

WTPM20-0002
EXHIBIT G

STATE OF NEVADA)
)SS
COUNTY OF WASHOE)

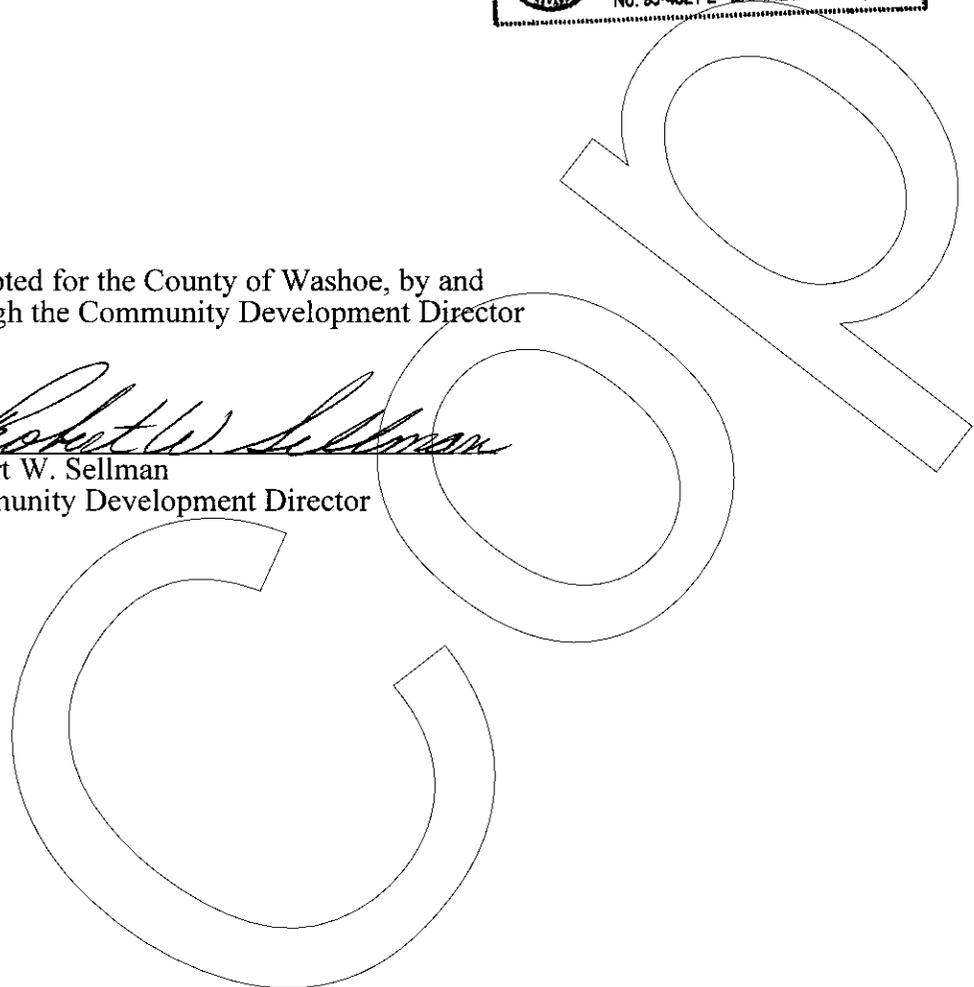
This instrument was acknowledged before me on July 12th, 2001, by James G. Haw, Sr., President of Hawco Development Company, a Nevada corporation, as General Partner of Spanish Springs Associates Limited Partnership, a Nevada limited partnership.

C. King
NOTARY PUBLIC



Accepted for the County of Washoe, by and through the Community Development Director

Robert W. Sellman
Robert W. Sellman
Community Development Director



When recorded, return to mail tax statements to
Washoe County Utility Services Division
P. O. Box 11130
Reno, NV 89520



2578900
07/27/2001
2 of 6

WTPM20-0002
EXHIBIT G

EXHIBIT "A"

DESCRIPTION

An easement situate within Sections 14 and 23, T21N, R20E, MDM, Washoe County, Nevada, being a portion of Parcel 4 of Parcel Map 3732, as shown on the plat thereof, recorded January 9, 2001, as Document No. 2514037, Official Records of Washoe County, Nevada, more particularly described as follows:

Commencing at a point on the westerly line of State Route 445 from which the northeast corner of said Section 14 bears S 80°46'05" E, 882.31 feet;
thence along said westerly line, S 03°18'35" W, 1930.02 feet;
thence along the arc of a 43.00 foot radius curve to the left from a tangent bearing N 03°18'35" E through a central angle of 90°00'16" a distance of 67.55 feet;
thence N 86°41'41" W, 50.81 feet;
thence along the arc of a 206.00 foot radius curve to the right through a central angle of 03°43'57" a distance of 13.42 feet;
thence N 82°57'45" W, 102.18 feet;
thence along the arc of a 194.00 foot radius curve to the left through a central angle of 03°43'57" a distance of 12.64 feet;
thence N 86°41'41" W, 146.79 feet;
thence along the arc of a 25.00 foot radius curve to the left through a central angle of 90°07'27" a distance of 39.32 feet;
thence S 03°10'51" W, 10.00 feet;
thence N 86°32'49" W, 42.00 feet;
thence N 03°10'51" E, 10.00 feet;
thence along the arc of a 25.00 foot radius curve to the left through a central angle of 89°52'34" a distance of 39.22 feet;
thence N 86°41'41" W, 415.31 feet;
thence along the arc of a 25.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 39.27 feet;
thence S 03°18'19" W, 10.00 feet;
thence N 86°41'41" W, 1.18 feet to the POINT OF BEGINNING;
thence continuing N 86°41'41" W, 30.00 feet;
thence S 03°18'23" W, 319.00 feet;
thence S 03°18'19" W, 400.00 feet;
thence along the arc of a 210.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 329.87 feet;
thence S 86°41'41" E, 9.50 feet;
thence along the arc of a 29.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 45.55 feet;
thence S 03°18'19" W, 234.00 feet;
thence along the arc of a 29.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 45.55 feet;
thence N 86°41'41" W, 535.37 feet;
thence N 03°18'19" E, 43.60 feet;
thence N 86°41'41" W, 58.00 feet;
thence S 03°18'19" W, 30.75 feet;
thence S 48°18'19" W, 45.07 feet;
thence S 80°23'59" W, 553.14 feet;
thence S 09°36'01" E, 769.72 feet;
thence along the arc of a 987.00 foot radius curve to the right through a central angle of 69°54'35" a distance of 1204.29 feet;
thence S 60°18'34" W, 784.81 feet;



thence along the arc of a non-tangent 25.00 foot radius curve to the right from a tangent bearing N 86°49'50" W through a central angle of 57°08'24" a distance of 24.93 feet;
 thence N 29°41'26" W, 5.00 feet;
 thence S 60°18'34" W, 30.00 feet;
 thence S 29°41'26" E, 27.63 feet;
 thence S 49°03'34" W, 328.74 feet;
 thence S 15°18'26" W, 2151.96 feet;
 thence N 74°41'34" W, 26.00 feet;
 thence S 15°18'26" W, 30.00 feet;
 thence S 74°41'34" E, 5.00 feet;
 thence along the arc of a 25.00 foot radius curve to the right through a central angle of 57°08'24" a distance of 24.93 feet;
 thence S 15°18'26" W, 394.03 feet to a point on the northerly line of an existing sanitary sewer easement granted to the County of Washoe by instrument recorded June 29, 2000, as Document No. 2459912, Official Records of Washoe County, Nevada;
 thence along said northerly line, S 75°49'28" E, 30.01 feet;
 thence N 15°18'26" E, 393.44 feet;
 thence along the arc of a non-tangent 25.00 foot radius curve to the right from a tangent bearing N 48°10'02" E through a central angle of 57°08'24" a distance of 24.93 feet;
 thence S 74°41'34" E, 5.00 feet;
 thence N 15°18'26" E, 30.00 feet;
 thence N 74°41'34" W, 26.00 feet;
 thence N 15°18'26" E, 2142.86 feet;
 thence N 49°03'34" E, 313.68 feet;
 thence S 29°41'26" E, 23.78 feet;
 thence N 60°18'34" E, 30.00 feet;
 thence N 29°41'26" W, 5.00 feet;
 thence along the arc of a 25.00 foot radius curve to the right through a central angle of 57°08'24" a distance of 24.93 feet;
 thence N 60°18'34" E, 784.81 feet;
 thence along the arc of a 1017.00 foot radius curve to the left through a central angle of 69°54'35" a distance of 1240.90 feet;
 thence N 09°36'01" W, 739.72 feet;
 thence N 80°23'59" E, 491.19 feet;
 thence S 86°41'41" E, 111.58 feet;
 thence along the arc of a 45.00 foot radius curve to the left through a central angle of 50°45'36" a distance of 39.87 feet to a point of reverse curvature;
 thence along the arc of a 35.00 foot radius curve to the right through a central angle of 23°05'58" a distance of 14.11 feet;
 thence S 86°41'41" E, 1204.70 feet to a point on the westerly line of State Route 445;
 thence along said westerly line N 03°18'35" E, 30.00 feet;
 thence N 86°41'41" W, 653.32 feet;
 thence N 03°18'19" E, 322.00 feet;
 thence N 86°41'41" W, 68.50 feet;
 thence along the arc of a 180.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 282.74 feet;
 thence N 03°18'19" E, 400.00 feet;
 thence N 03°16'23" E, 319.00 feet to the point of beginning.

Basis of bearings is Nevada State Plane Coordinate System,
 West Zone Grid, NAD83, per Parcel Map 3732.
 cfa, Inc.
 1150 Corporate Blvd.
 Reno, NV 89502



2578900
 07/27/2001
 4 of 6

WTPM20-0002
EXHIBIT G



SCALE: 1" = 1000'

PEBBLE CREEK
UNIT 1

SANITARY SEWER
LIFT STATION SITE

SANITARY
SEWER
EASEMENT

EXISTING SANITARY SEWER
EASEMENT PER DOCUMENT
NO. 2459912

ISIDOR
COURT

STATE
ROUTE

445



PLANNERS • ENGINEERS • SURVEYORS
LANDSCAPE ARCHITECTS

1150 CORPORATE BLVD. RENO, NV 89502
(775) 856-1150 FAX: (775) 856-1160

EXHIBIT MAP
SANITARY SEWER EASEMENT
PEBBLE CREEK UNIT 1

JOB NO.:
96-013.43

DATE:
5/30/01

SHEET 1 OF 1



2578900
07/27/2001
5 of 6

WTPM20-0002
EXHIBIT G

COPY

DOC # 2578900

07/27/2001 01:23P Fee:NC

BK1

Requested By

PEBBLE CREEK LLC

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 6 of 6 RPT 0.00



WTPM20-0002
EXHIBIT G

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made and entered into this 27th day of JUNE, 2003, by and between SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership, Party of the first part, hereinafter referred to as "Grantor", and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, Party of the second part, hereinafter referred to as "Grantee",

WITNESSETH

For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantee a permanent easement and right-of-way for sanitary sewer facilities upon, over, across and through the land herein described, together with the perpetual right to enter upon said land to construct, reconstruct, maintain and repair said facilities and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said facilities.

The easement and right-of-way hereby granted is situate in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

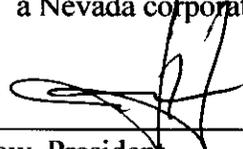
TO HAVE AND TO HOLD, said easement and right-of-way unto the Grantee and unto its successors and assigns forever.

This is a non-exclusive Grant of Easement and to the extent that other uses do not interfere with the use of said easement by Grantee as permitted herein, Grantor, his/her/their/its successors and assigns, shall be permitted to use the same for any purpose they may desire.

The covenants and agreement herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

IN WITNESS WHEREOF, the Grantor hereto has executed this Grant of Easement the day and year first above written.

SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership
By: HAWCO DEVELOPMENT COMPANY,
a Nevada corporation, as General Partner



Jesse Haw, President



STATE OF NEVADA)
)SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on June 27, 2003, by Jesse Haw, President of Hawco Development Company, a Nevada corporation, as General Partner of Spanish Springs Associates Limited Partnership, a Nevada limited partnership.

Diane L. Banks
NOTARY PUBLIC



Accepted for the County of Washoe, by and through the Director of Community Development

Adrian P. Freund
Adrian P. Freund, AICP
Director of Community Development

When recorded, return to:
Washoe County Department of Water Resources
P. O. Box 11130
Reno, NV 89520
Attn: Tom Kelly



2881140
06/30/2003
2 of 5

EXHIBIT "A"

DESCRIPTION

An easement, thirty (30) feet in width, situate within the south one-half of Section 14 and the northeast one-quarter of Section 23, T21N, R20E, MDM, Washoe County, Nevada, being a portion of Parcel 4 of Parcel Map 3952, as shown on the plat thereof, recorded January 22, 2003, as Document No. 2794292, Official Records of Washoe County, Nevada; the centerline of which is more particularly described as follows:

Commencing at the most easterly corner of Parcel 1 of Parcel Map 3732, as shown on the plat thereof, recorded January 9, 2001, as Document No. 2514037, Official Records of Washoe County, Nevada, said point being on the westerly line of State Route 445; thence along said westerly line of State Route 445, N 10°29'26" E, 842.06 feet; thence leaving said westerly line, N 79°30'34" W, 265.71 feet; thence along the arc of a 720.00 foot radius curve to the right through a central angle of 34°54'57" a distance of 438.77 feet; thence N 44°35'37" W, 210.15 feet to the Point of Beginning; thence N 44°35'37" W, 515.55 feet; thence N 24°00'48" W, 786.42 feet to a point on the easterly line of an existing thirty (30) foot wide sanitary sewer easement granted to Washoe County by instrument recorded July 27, 2001, as Document No. 2578900, Official Records of Washoe County, Nevada, the point of ending.

The sidelines of said easement are to be extended or truncated as to terminate on the said easterly line of the existing thirty (30) foot wide sanitary sewer easement.

Basis of bearings is Nevada State Plane Coordinate System, West Zone Grid, NAD83/94, per Parcel Map 3952.



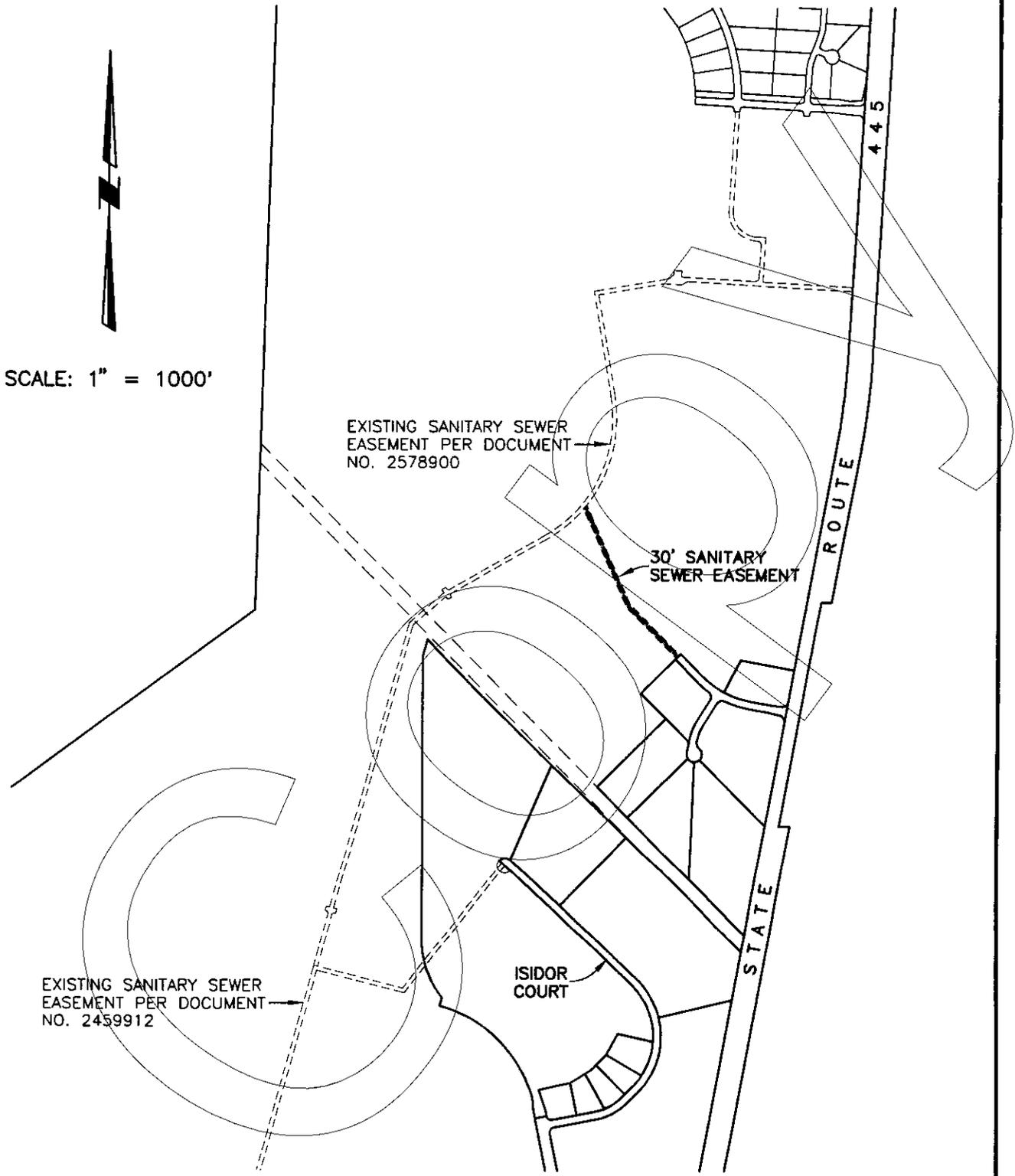
C and M Engineering
9498 Double R Blvd., Suite B
Reno, NV 89521



2881140
06/30/2003
3 of 5



SCALE: 1" = 1000'



C & M ENGINEERING AND DESIGN, LTD

520 EDISON WAY, SUITE A RENO, NV 89502
PHONE: (775) 856-3312 FAX (775) 856-3318

EXHIBIT MAP
SANITARY SEWER EASEMENT
SPANISH SPRINGS BUSINESS CENTER
PHASE II

JOB NO.:
03-02.1

DATE:
6/13/03

SHEET 1 OF 1



2881140
06/30/2003
4 of 5

COPY

DOC # 2881140

06/30/2003 01:32P Fee:NC

BK1

Requested By

WASHOE COUNTY

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 5 of 5 RPTT 0.00



APN: 530-280-33
089-160-53



Mail Tax Statements to
Grantor at Address Below.

When recorded, return to
City of Sparks
431 Prater Way
Sparks, Nevada 89431
Attn: City Clerk

E-573
Dated 11/13/03

GRANT OF EASEMENT
(Effluent Facilities)
and
(Temporary Construction)

1. Parties and descriptions

“Grantor”

Spanish Springs Associates Limited Partnership, a Nevada
limited partnership
(aka Spanish Spring Associates)
P.O. Box 444
9732 State Rt. 445
Sparks, NV 89436

“Grantee”

City of Sparks, a municipal corporation
431 Prater Way
Sparks, Nevada 89431-0857
Attn: City Clerk

**“Exclusive Access
Easement Holder”**

Martin Marietta Materials, Inc. (“Martin”)
(Successor in Interest to Rocky Acres Inc.)
Attn: John Stafne, Mngr. Geology / survey
11252 Aurora Avenue
Des Moines, IA 50322

Easement Area

See Exhibit “A” attached hereto and by reference made a part
hereof.

2. Recitals.

Grant of Easement
Page 1



a. Grantor is the fee owner of the property described in the Easement Area above and desires to grant an easement over the Easement Area for Grantee's use in constructing, reconstructing, operating and maintaining an Effluent Facilities for a public use.

b. Martin (as successor in interest to Rocky Acres Inc.) is the holder of an Exclusive Access Easement granted to Rocky Acres Inc. by Grantor; said exclusive access easement, dated February 26, 1990, was filed for record in Official Records of the Washoe County as Document No. 1382669. Grantee's proposed effluent facilities cross, at one point and perpendicular to, a portion of said exclusive access.

NOW THEREFORE, the parties agree as follows:

3. Grant, purpose and limitations on use of easement.

a. **Grant.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee a non-exclusive easement to access (including ingress to and egress from) over, under, across, and upon the Easement Area for use by Grantee for the purpose and with the limitations stated herein.

Martin hereby consents to the use by Grantee a portion of the exclusive access for providing effluent facilities for a public use described in the recitals above.

b. **Nature of easement.** This easement is in gross to Grantee, and shall burden and run with the land described above, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors subject to the terms and conditions hereof.

c. Purpose and limitations.

(1) **Purpose.** Grantee may enter and use the Easement Area for the purpose of constructing, reconstructing, installing, expanding, operating, repairing and maintaining a water pipeline and associated facilities to transport effluent produced at Grantee's sewer treatment plant, including, but not limited to, effluent pipes, lines, manholes, junctions, pump stations, interceptors, fixtures and any other necessary or convenient appurtenances connected therewith used in providing effluent services to the public ("Effluent Facilities").

(2) **Limitations.** The easement is to be used only for the purposes stated.

(3) **Dedication Of Improvements.** All Effluent Facilities within the Easement Area shall be solely owned by Grantee and Grantor hereby expressly conveys to Grantee all right, title and interest thereto, now or hereafter arising.

4. Term.



This grant commences on the date this Easement is executed by the last party, and is intended to be a permanent easement, so long as Grantee uses the Easement Area solely for the purposes described above, and so long as Grantee is not in default hereunder.

5. Temporary Construction Easement.

a. **Temporary Grant** Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, further grants an additional temporary, and nonexclusive, construction easement, for the purpose of constructing and installing Effluent Facilities. This temporary construction easement, as shown on Exhibit "B" (the "Construction Easement Area"), is attached hereto and by this reference made a part hereof.

b. **Term of Temporary Grant.** This temporary construction easement shall automatically terminate on the earlier to occur of: one (1) year from the date hereof, or completion of the initial construction and installation of the said effluent facilities. Grantee agrees that, if requested, it will execute any notice or estoppel certificate indicating when the construction has been completed and the easement therefore terminated.

6. **Warranties, reservations and obligations of Grantor.** Grantor warrants, represents and agrees that all agreements constitute covenants running with Easement Area and shall be binding on the heirs, successors and assigns of Grantor.

a. **Defects.** Grantor has no knowledge of any defect or condition of the Easement Area which would impair Grantee's use of the land for effluent facilities.

b. **Limitation on improvements.** Grantor shall not erect or construct, nor permit to be erected or constructed any building or structure, nor permit any activity which in the reasonable judgment of Grantee interferes with Grantee's use and maintenance of said effluent facilities; except without limitation sidewalks, landscaping, streets, pavement and other utilities.

Grantee shall have the right at Grantee's sole cost to remove or clear any and all buildings, structures, combustible materials, trees, brush, debris, or any other obstruction from said Easement Area, which in the reasonable judgment of Grantee may interfere with or endanger the construction, reconstruction, operation and maintenance of its effluent facilities.

c. **Nonexclusivity/Other Utilities.** This is a nonexclusive easement and Grantor shall have the right to use the Easement Area in any manner that does not interfere with Grantee's use of this easement. Grantor may excavate (including trenching and placement of other utility lines and facilities within the Easement Area) over, under, across, and next to Grantee's Improvements, so long as Grantor's trenching and placement of pipes or conduit does not interfere with Grantee's use of the easement granted herein.

7. Warranties and obligations of Grantee.



a. **Hazardous substances.** Grantee agrees to obey all Environmental Laws and not to suffer or permit the use (except those minimum amounts necessary to accomplish the purposes stated above), storage or release of any significant amount of any Hazardous Substance on the Easement Area and to remove or clean up any such release at Grantee's expense. "Environmental Laws" means any federal or state statute relating to the protection of health, safety and the indoor or outdoor environment; the conservation, management or use of natural resources and wildlife; the protection or use of surface water or ground water; or the management, manufacture, possession, presence, use generation, transportation, treatment of hazardous substances or materials, including, but not limited to the laws identified in NRS 40.504 as amended. "Hazardous Substance" has the meaning set out in NRS 40.504 as now existing or hereafter amended, and includes, without limitation, asbestos, polychlorinated biphenyls and petroleum. "Release" has the meaning set out in NRS 40.505.

b. **Indemnification.** To the fullest extent permitted by law, Grantee shall indemnify, hold harmless and defend the indemnified parties from and against all liability caused in whole or in part by an act or omission of Grantee or a related party arising out of the use of the Easement Area, regardless of whether or not the liability is also caused in part by the indemnified party. "Indemnified party" includes Grantor, its officers, employees, agents and contractors, successors and assigns. "Liability" includes all claims, actions, damages, losses, judgments, injuries, costs and expenses, including but not limited to attorney's fees and costs, including those related to bodily injury, sickness, disease or death or to injury to destruction of tangible property. "Arising out of the use of" includes all construction, maintenance and use of any improvements and landscaping now existing or hereafter constructed on the Easement Area. The terms "act or omission" includes any act, negligence, or omission. The terms "of Grantee or a related party" includes Grantee and all officers, employees, agents, contractors and subcontractors, successors and assigns of Grantee as well as anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

c. **Maintenance And Repair.** Grantee shall have the sole responsibility for maintenance and repair of the Effluent Facilities for the uses and purposes hereof, in a good and workmanlike manner. Grantee shall immediately repair at its expense any damage to pavement, landscaping or other improvements caused by maintenance, repair or use of the Effluent Facilities.

8. **General Terms.**

a. **Breach, notice and right to cure; repayment and interest on funds expended by Grantor.** In the event that any party ("breaching party") breaches any warranty, representation or agreement herein, or fails to perform any obligation herein, the other party shall provide notice thereof before exercising any remedies, and shall give the "breaching party" ten calendar days from the date of notice to cure the breach, except if the breach cannot reasonable by cured within that ten days, the "non-breaching party" shall give such additional time needed (not to exceed 20 more days) provided, however, that "breaching party" shall diligently pursue its obligations to cure. In addition to all remedies provided in law and equity, Grantor may



terminate this grant of easement and this agreement in the event of a material breach hereof which is not promptly remedied by Grantee. All remedies are cumulative to each other and any other remedies afforded by law and equity.

b. **Nontransferable, nonalienable.** Except to successor owners of the Effluent Facilities, (i) no right hereunder may be assigned, divided, transferred, encumbered or granted by Grantee; and (ii) Grantee may not sublet, grant a sub-easement or any license or permit any use of the Easement Area for anything other than to its contractors for the purpose of construction, reconstruction, operation and maintenance of facilities within the stated purpose.

c. **No third Party beneficiary rights.** This grant is not intended to nor shall it be construed as creating any rights in any parties except for Grantor and Grantee and their respective officers, employees, agents and contractors.

d. **Governing Law; choice of jurisdiction.** The ordinances of the City of Sparks and Washoe County and the laws of Nevada shall govern this agreement, without regard to conflicts of laws principles. Any action brought to enforce this agreement shall be brought in the Second Judicial District Court for the State of Nevada in and for Washoe County.

e. **Notices.** All notices, demands and correspondence required or provided for under this agreement shall be in writing and delivered in person or by courier or mailed, postage prepaid, to the addresses indicated above or any subsequent address provided in writing to the sending party. When delivered in person or by courier, notice will be deemed given when actually delivered to a person at the addresses indicated above, and when mailed, three business days after depositing in the U.S. Mail system.

f. **Claims.** Pursuant to NRS 268.020, all demands and accounts against the City of Sparks must be presented to the City Council, in writing, within six months from the time the demands or accounts become due. No demand or account may be audited, considered, allowed, or paid by the City unless this requirement is strictly complied with.

g. **Additional Documents; notice of termination or release.** The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary to carry out the purposes hereof. In the event this easement is terminated, Grantee agrees to execute and deliver to Grantor a notice of termination or release in the form requested by Grantor.

h. **Attorney's fees and costs.** If any party hereto institutes any action or proceeding (including arbitration, if authorized, or litigation) against the other or others arising out of or relating to this Agreement, each party shall pay its own attorney's fees regardless of who prevails. Costs may be allocated between the parties under the rules of such proceedings, but if the rules do not provide for allocation of costs, then each party will bear its own costs of the proceeding.



i. **No waiver.** The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement shall not constitute a waiver unless expressed in writing, and any written waiver shall be limited only to the waiver expressed therein and shall not be construed as or create an implication or expectation that any future waivers will be given.

j. **Entire Agreement and modification of agreement.** This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party unless incorporated herein. No modification to this agreement is effective unless agreed upon in writing signed by authorized agents of both parties.

k. **Enforcement; Partial Invalidity.** This agreement shall be enforced only to the extent permitted by law. If any provision herein is deemed invalid or unenforceable, it shall be deemed modified to the extent to bring it within the limits of validity, but if it cannot be so modified, then the offending provision shall be stricken from this agreement. In either event, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or modification of the invalid provision.

l. **Capacity and authorization.** Each party represents to the other that it has the legal power to enter into and that all required authorizations have been obtained to bind the party to this agreement. Each person who signs this agreement warrants and represents to the other party that he or she has actual authority to execute this agreement to bind the party for whom he or she is signing.

m. **Time.** Time is of the essence in all matters pertaining to this Agreement.

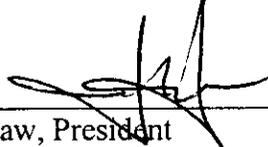
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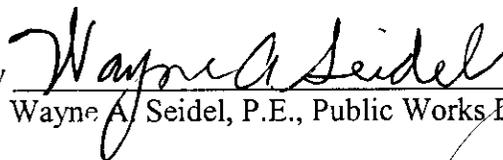
EXECUTED on the dates indicated below.

Grantor: SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP,
a Nevada limited partnership

By: Hawco Development Company, a Nevada
corporation, as General Partner

By  Date 11-4-03
Jesse Haw, President

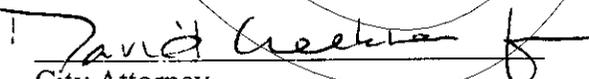
Grantee: CITY OF SPARKS

By  Date 11/13/03
Wayne A. Seidel, P.E., Public Works Director

~~Exclusive Access Easement Holder~~

By _____ Date _____
~~Robert C. Meskimen, Sr. Vice President
Martin Marietta Materials, Inc.~~

Approved as to form


City Attorney
David Creekman



EXECUTED on the dates indicated below.

~~Grantor: SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP,
a Nevada limited partnership~~

~~By: Hawco Development Company, a Nevada
corporation, as General Partner~~

~~By Jesse Haw, President~~

~~Date~~

Grantee: CITY OF SPARKS

By Wayne A. Seidel
Wayne A. Seidel, P.E., Public Works Director

Date 11/13/03

Exclusive Access Easement Holder

By Robert C. Meskimen
Robert C. Meskimen, Sr. Vice President
Martin Marietta Materials, Inc.

Date 11-5-03

~~Approved as to form~~

~~City Attorney~~

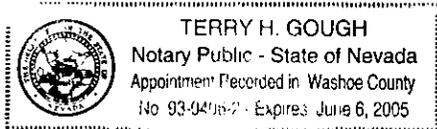


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STATE OF NEVADA)
)
COUNTY OF WASHOE)

Acknowledgment in Representative Capacity
NRS 240.1665

This instrument was acknowledged before me on November 13, 2003, by WAYNE A. SEIDEL, P.E., as Public Works Director of the City of Sparks, Nevada.



Terry H. Gough
Notary Public

STATE OF NEVADA)
)
COUNTY OF WASHOE)

Acknowledgment

This instrument was acknowledged before me on November 4, 2003, by Jesse Haw as President of Hawco Development Company, a Nevada corporation, as General Partner of SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP.

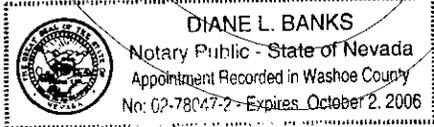


Diane L. Banks
Notary Public

STATE OF NEVADA)
)
COUNTY OF WASHOE)

Acknowledgment

This instrument was acknowledged before me on November 4, 2003, by Jesse Haw as President of Hawco Development Company, a Nevada corporation, as General Partner of SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP.



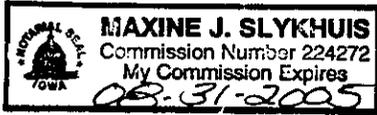
Diane L. Banks
Notary Public



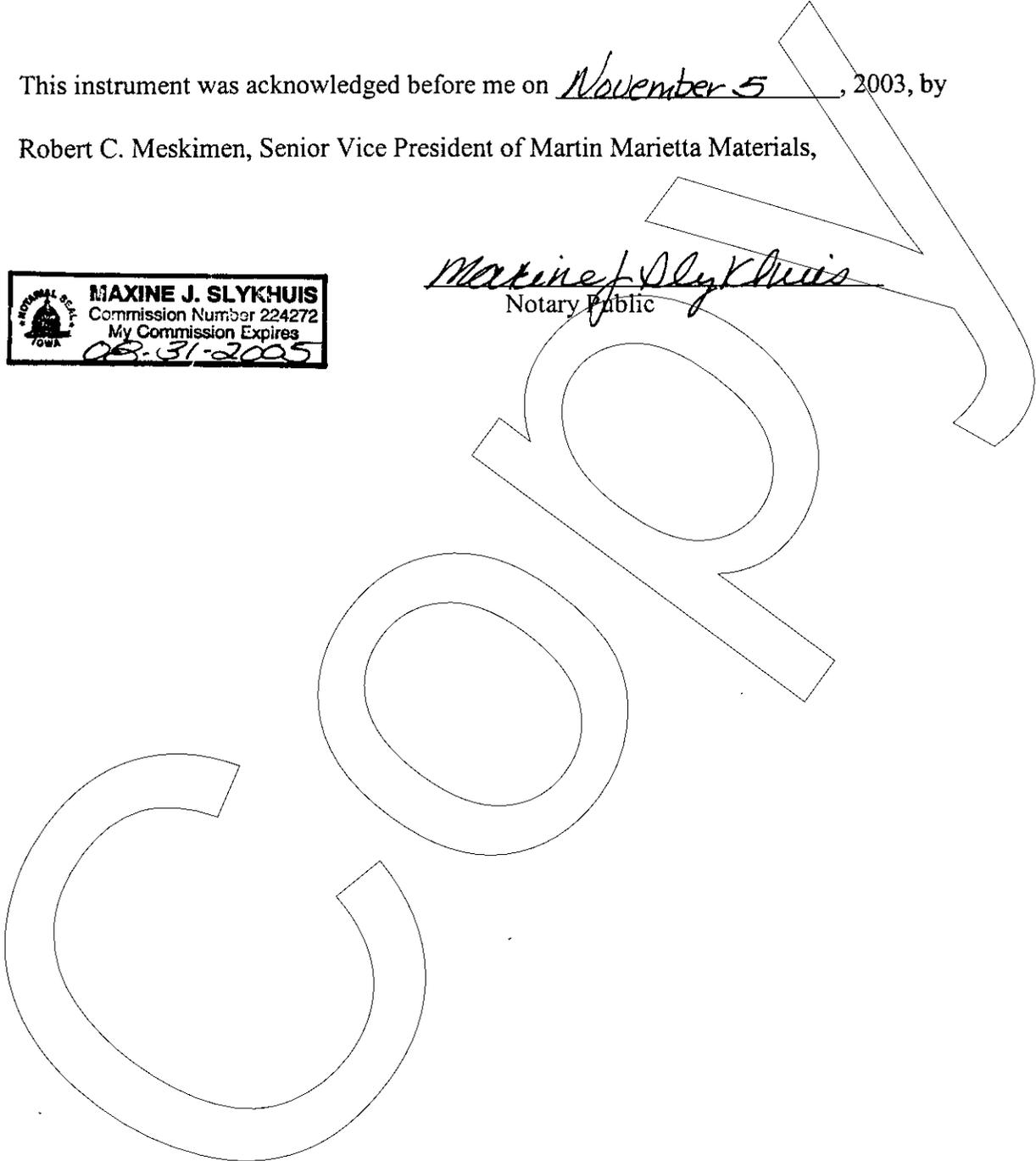
2975286
12/30/2003
18 of 29

STATE OF IOWA)
)
) Acknowledgment
COUNTY OF POLK)

This instrument was acknowledged before me on November 5, 2003, by
Robert C. Meskimen, Senior Vice President of Martin Marietta Materials,



Maxine J. Slykhuis
Notary Public





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12/30/2003
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Land Information Solutions

TRI STATE SURVEYING, LTD.

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EXHIBIT "A"
LEGAL DESCRIPTION
EFFLUENT PIPELINE EASEMENT
(A.P.N.s 530-280-03, 530-460-06, 530-460-09, 89-160-53 & 532-031-07)

DESCRIPTION NO. 1

A portion of land situate within portions of Sections 34 and 35, Township Twenty-One (21) North, Range Twenty (20) East, M.D.M., Washoe County, State of Nevada being more particularly described as follows:

BEGINNING at the most southerly corner of Parcel 1 as shown on Amended Parcel Map No. 3952, Document No. 2794292 in the Official Records of Washoe County, Nevada, also being a point on the northeasterly right-of-way line of Eagle Canyon Drive:

THENCE from the POINT OF BEGINNING, along the southerly line of said Parcel 1, North 45°59'40" East, 20.00 feet to a point on a non-tangent curve from which a radial line bears said bearing:

THENCE southeasterly, 708.85 feet along the arc of a 2804.79 foot radius curve to the left, through a central angle of 14°28'49";

THENCE South 58°29'10" East, 1520.29 feet;

THENCE South 31°30'50" West, 20.00 feet to a point on the above mentioned northeasterly right-of-way line of Eagle Canyon Drive;

THENCE along said right-of-way line, North 58°29'09" West, 1520.29 feet;

THENCE continuing along said right-of-way line, 713.91 feet along the arc of a 2824.79 foot radius curve to the right, through a central angle of 14°28'49" to the **POINT OF BEGINNING**.

Contains 44,628 square feet, more or less.

DESCRIPTION NO. 2

A portion of land situate within portions of Sections 14, 22, 23, 26, 27, 34 and 35, Township Twenty-One (21) North, Range Twenty (20) East, M.D.M., Washoe County, State of Nevada being more particularly described as follows:



BEGINNING at the most southerly corner of Parcel 2 as shown on Parcel Map 2876, Document No. 1869119 in the Official Records of Washoe County, Nevada, also being a point on the northeasterly right-of-way line of Eagle Canyon Drive.

THENCE from the POINT OF BEGINNING, North 56°06'04" East, 600.01 feet;

THENCE South 33°54'50" East, 6.83 feet;

THENCE North 78°35'52" East, 34.40 feet;

THENCE North 56°05'09" East, 158.21 feet;

THENCE North 33°54'51" West, 588.67 feet;

THENCE North 14°07'00" East, 437.41 feet;

THENCE North 14°06'39" East, 360.34 feet;

THENCE North 24°48'43" East, 920.16 feet;

THENCE North 00°47'39" West, 536.21 feet;

THENCE North 89°12'11" East, 155.55 feet;

THENCE North 01°27'35" East, 113.70 feet;

THENCE South 88°32'25" East, 30.46 feet;

THENCE North 01°27'35" East, 5.00 feet;

THENCE South 88°32'26" East, 555.80 feet;

THENCE North 02°22'13" East, 568.27 feet;

THENCE North 10°46'24" East, 185.79 feet;

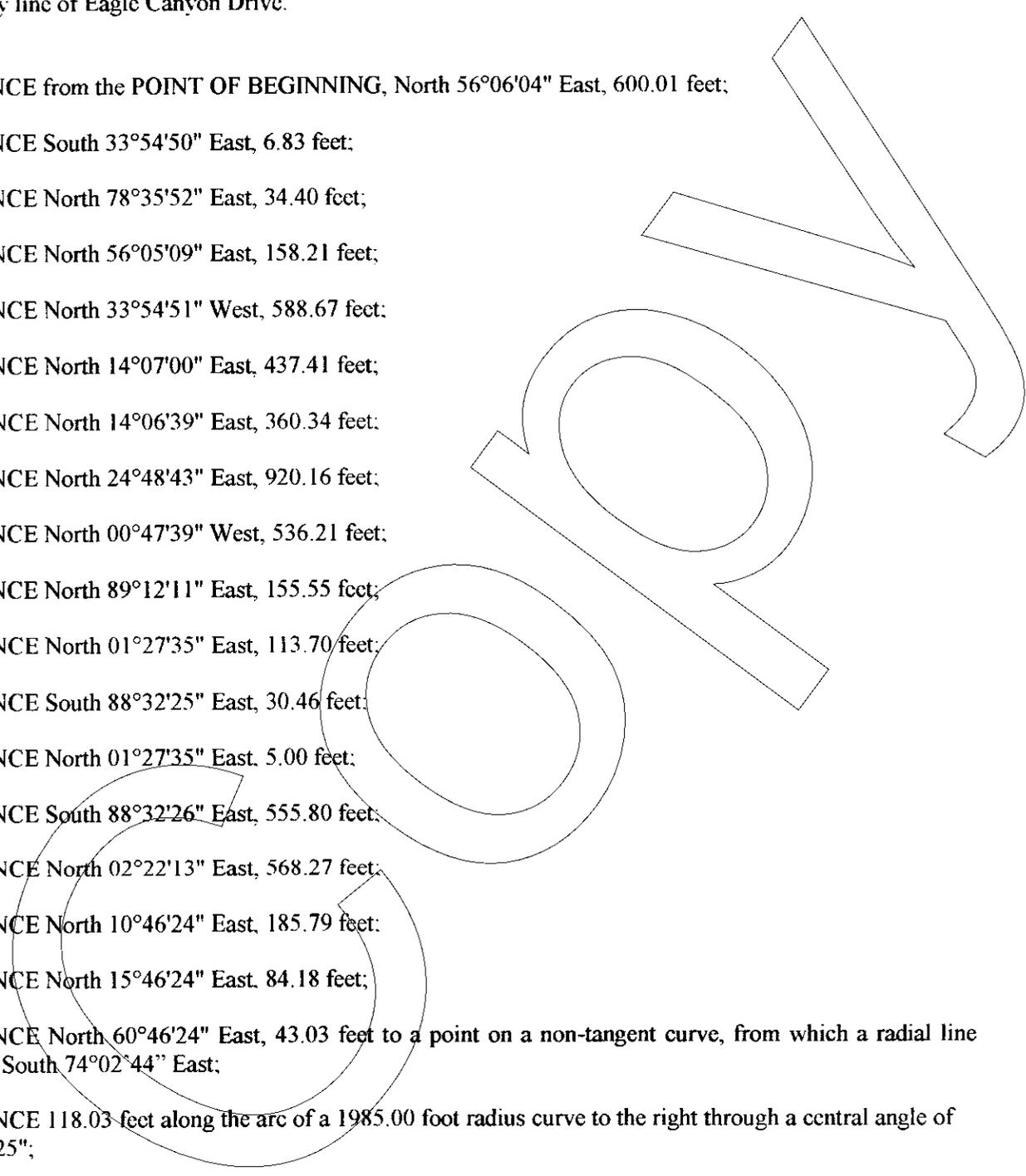
THENCE North 15°46'24" East, 84.18 feet;

THENCE North 60°46'24" East, 43.03 feet to a point on a non-tangent curve, from which a radial line bears South 74°02'44" East;

THENCE 118.03 feet along the arc of a 1985.00 foot radius curve to the right through a central angle of 3°24'25";

THENCE North 19°21'41" East, 673.60 feet;

THENCE 659.71 feet along the arc of a 2015.00 foot radius curve to the left, through a central angle of 18°45'31";





THENCE North 00°36'10" East, 452.81 feet:

THENCE 502.93 feet along the arc of 2605.00 foot radius curve to the right, through a central angle of 11°03'42";

THENCE North 11°39'52" East, 182.67 feet:

THENCE 66.49 feet along the arc of a 1045.00 foot radius curve to the right, through a central angle of 3°38'43";

THENCE North 15°18'35" East, 695.50 feet:

THENCE North 30°19'10" West, 39.69 feet;

THENCE North 14°55'59" East, 290.73 feet:

THENCE North 15°20'49" East, 370.45 feet:

THENCE North 29°40'04" West, 21.67 feet:

THENCE North 15°18'34" East, 1447.77 feet:

THENCE North 24°13'12" East, 66.89 feet:

THENCE North 15°18'27" East, 2578.80 feet:

THENCE North 49°03'35" East, 341.13 feet;

THENCE North 60°18'35" East, 819.03 feet:

THENCE 405.25 feet along the arc of 977.00 foot radius curve to the left, through a central angle of 23°45'56";

THENCE South 52°10'47" East, 20.00 feet to a point on a non-tangent curve from which a radial line bears North 53°25'49" West;

THENCE southwesterly, 413.10 feet along the arc of a 997.00 foot radius curve to the right, through a central angle of 23°44'24";

THENCE South 60°18'35" West, 817.06 feet;

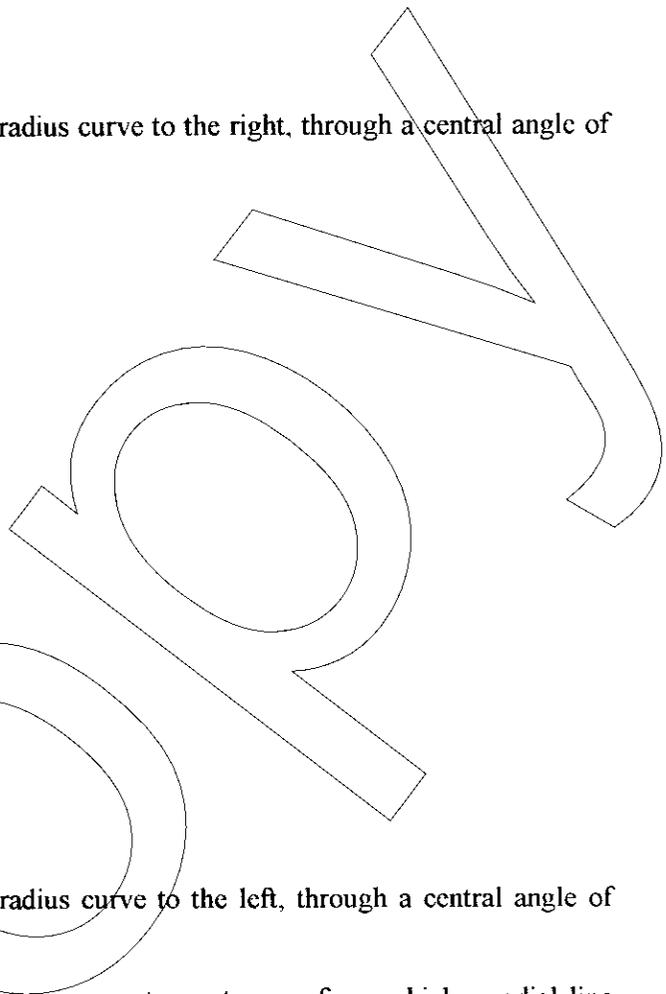
THENCE South 49°03'35" West, 333.09 feet:

THENCE South 15°18'27" West, 2574.29 feet:

THENCE South 24°13'12" West, 51.07 feet:

THENCE South 74°41'26" East, 87.16 feet;

THENCE South 45°36'29" East, 25.19 feet:





THENCE South 75°49'28" East, 827.73 feet;

THENCE 957.48 feet along the arc of a 971.00 foot radius curve to the right, through a central angle of 56°29'53";

THENCE North 76°41'18" East, 287.05 feet;

THENCE North 57°47'41" East, 173.46 feet;

THENCE North 44°32'35" East, 152.54 feet;

THENCE North 29°01'57" East, 170.03 feet;

THENCE South 60°58'03" East, 15.00 feet to the northwest corner of Parcel 1 as shown on Parcel Map No. 3688, Document No. 2473900 in the Official Records of Washoe County, Nevada.

THENCE the following four (4) courses along the westerly and northerly lines of Parcel 1 and 3 of said Parcel Map No. 3688 and Parcels 1, 2 and 3 as shown on Parcel Map No. 3759, Document No. 2535880 in the Official Records of Washoe County, Nevada:

1. South 29°01'57" West, 172.08 feet,
2. South 44°32'35" West, 156.32 feet,
3. South 57°47'41" West, 177.74 feet,
4. South 77°00'03" West, 228.64 feet;

South 75°34'01" West, 59.42 feet to a point on a non-tangent curve from which a radial line bears South 71°33'31" West,

THENCE 130.22 feet along the arc of a 971.00 foot radius curve to the right, through a central angle of 7°41'02";

THENCE South 11°20'39" East, 62.34 feet to a point on the northerly right-of-way line of West Calle De La Plata as shown on said Parcel Map No. 3688.

THENCE along said right-of-way line, South 79°14'45" West, 15.00 feet;

THENCE departing said right-of-way line, North 11°20'39" West, 62.34 feet;

THENCE 1085.67 feet along the arc of a 956.00 foot radius curve to the left, through a central angle of 65°04'01";

THENCE North 75°49'28" West, 831.78 feet;

THENCE North 45°36'29" West, 25.35 feet;

THENCE North 74°41'26" West, 85.72 feet;

THENCE South 15°18'34" West, 1438.56 feet;



THENCE South 29°40'04" East, 21.68 feet;

THENCE South 15°20'49" West, 378.67 feet;

THENCE South 14°55'59" West, 282.32 feet;

THENCE South 30°19'10" East, 39.77 feet;

THENCE South 15°18'35" West, 703.92 feet;

THENCE 65.21 feet along the arc of 1025.00 foot radius curve to the left, through a central angle of 3°38'43";

THENCE South 11°39'52" West, 182.67 feet;

THENCE 499.07 feet along the arc of a 2585.00 foot radius curve to the left, through a central angle of 11°03'42";

THENCE South 00°36'10" West, 452.81 feet;

THENCE 666.26 feet along the arc of a 2035.00 foot radius curve to the right, through a central angle of 18°45'31";

THENCE South 19°21'41" West, 673.60 feet;

THENCE 125.08 feet along the arc of 1965.00 foot radius curve to the left, through a central angle of 3°38'49";

THENCE South 60°46'24" West, 43.02 feet;

THENCE South 15°46'24" West, 75.02 feet;

THENCE South 10°46'24" West, 183.44 feet;

THENCE South 02°22'13" West, 566.48 feet;

THENCE South 88°32'26" East, 709.24 feet;

THENCE N6.36 feet along the arc of a 316.00 foot radius curve to the left, through a central angle of 21°05'55";

THENCE North 70°21'50" East, 100.00 feet;

THENCE 243.00 feet along the arc of a 284.00 foot radius curve to the right, through a central angle of 49°01'30";

THENCE South 60°36'40" East, 28.76 feet;

THENCE South 15°36'11" East, 5.64 feet;



THENCE South 60°36'25" East, 241.42 feet;

THENCE 166.39 feet along the arc of a 620.00 foot radius curve to the left, through a central angle of 15°22'35";

THENCE South 14°01'00" West, 20.00 feet to a point on a non-tangent curve, from which a radial line bears North 14°01'00" East;

THENCE northwesterly 171.76 feet along the arc of a 640.00 foot radius curve to the right, through a central angle of 15°22'35";

THENCE North 60°36'25" West 249.71 feet;

THENCE North 15°36'11" West, 5.63 feet;

THENCE North 60°36'40" West, 20.48 feet;

THENCE 225.89 feet along the arc of a 264.00 foot radius curve to the left, through a central angle of 49°01'30";

THENCE South 70°21'50" West, 100.00;

THENCE 123.73 feet along the arc of a 336.00 foot radius curve to the right, through a central angle of 21°05'55";

THENCE North 88°32'26" West, 1295.49 feet;

THENCE South 01°27'35" West, 117.93 feet;

THENCE South 89°12'11" West, 154.78 feet;

THENCE South 00°47'39" East, 520.75 feet;

THENCE South 24°48'43" West, 922.83 feet;

THENCE South 14°06'39" West, 358.47 feet;

THENCE South 14°07'00" West, 428.50 feet;

THENCE South 33°54'51" East, 594.76 feet;

THENCE South 56°05'09" West, 181.19 feet;

THENCE South 78°35'52" West, 52.25 feet;

THENCE South 56°06'04" West, 565.54 feet;

THENCE South 33°54'41" East, 375.00 feet;

THENCE South 56°05'19" West, 15.00 feet to a point on the above-mentioned northeasterly right-of-way line of Eagle Canyon Road;



THENCE along said right-of-way line, North 33°54'41" West, 390.00 feet to the **POINT OF BEGINNING**.

Contains 379,115 square feet (8.70 acres), more or less.

DESCRIPTION NO. 3

A portion of land situate within a portion of Sections 23, Township Twenty-One (21) North, Range Twenty (20) East, M.D.M., Washoe County, State of Nevada being more particularly described as follows:

BEGINNING at the most southerly corner of Parcel 2 as shown on Parcel Map No. 3581, Document No. 2393551 in the Official Records of Washoe County, Nevada, also being a point on the easterly right-of-way line of Isidor Court.

THENCE from the **POINT OF BEGINNING**, THENCE North 76°13'14" East, 9.97 feet to a point on a non-tangent curve from which a radial line bears South 76°13'13" West;

THENCE 598.54 feet along the arc of a 588.00 foot radius curve to the right through a central angle of 58°19'21";

THENCE South 44°32'35" West, 108.50 feet;

THENCE 75.49 feet along the arc of a 438.00 foot radius curve to the right, through a central angle of 9°52'29";

THENCE South 18°03'01" West, 50.79 feet;

THENCE South 63°17'58" West, 64.47 feet;

THENCE North 67°03'07" West, 46.35 feet to a point on a non-tangent curve from which a radial line bears North 18°28'52" West;

THENCE 59.07 feet along the arc of a 438.00 foot radius curve to the right, through a central angle of 7°43'36";

THENCE South 79°14'44" West, 310.26 feet;

THENCE 37.70 feet along the arc of a 24.00 foot radius curve to the left, through a central angle of 90°00'00";

THENCE South 79°14'44" West, 10.00 feet to a point on a non-tangent curve from which a radial line bears South 79°14'44" East;

THENCE 53.41 feet along the arc of a 34.00 foot radius curve to the right, through a central angle of 90°00'00" to a point on the southerly right-of-way line of the above-mentioned Isidor Court,

THENCE the following four (4) courses along the southerly and easterly right-of-way of said Isidor Court

1. North 79°14'42" East, 310.30 feet,



2. 259.23 feet along the arc of a 428.00 foot radius curve to the left, through a central angle of $34^{\circ}42'09''$.
3. North $44^{\circ}32'33''$ East, 108.50 feet,
4. 588.28 feet along the arc of a 578.00 foot radius curve to the left, through a central angle of $58^{\circ}18'53''$ to the **POINT OF BEGINNING**.

Contains 16,287 square feet, more or less.

The Basis of Bearing for this description is Record of Survey Map No. 3885, Document No. 2522263 in the Official Records of Washoe County, Nevada.

Prepared by:
Tri State Surveying, Ltd.



George G. Lindesmith, P.L.S.
Nevada Certificate No. 6306



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12/30/2003
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SEE SHEET 2 OF 2

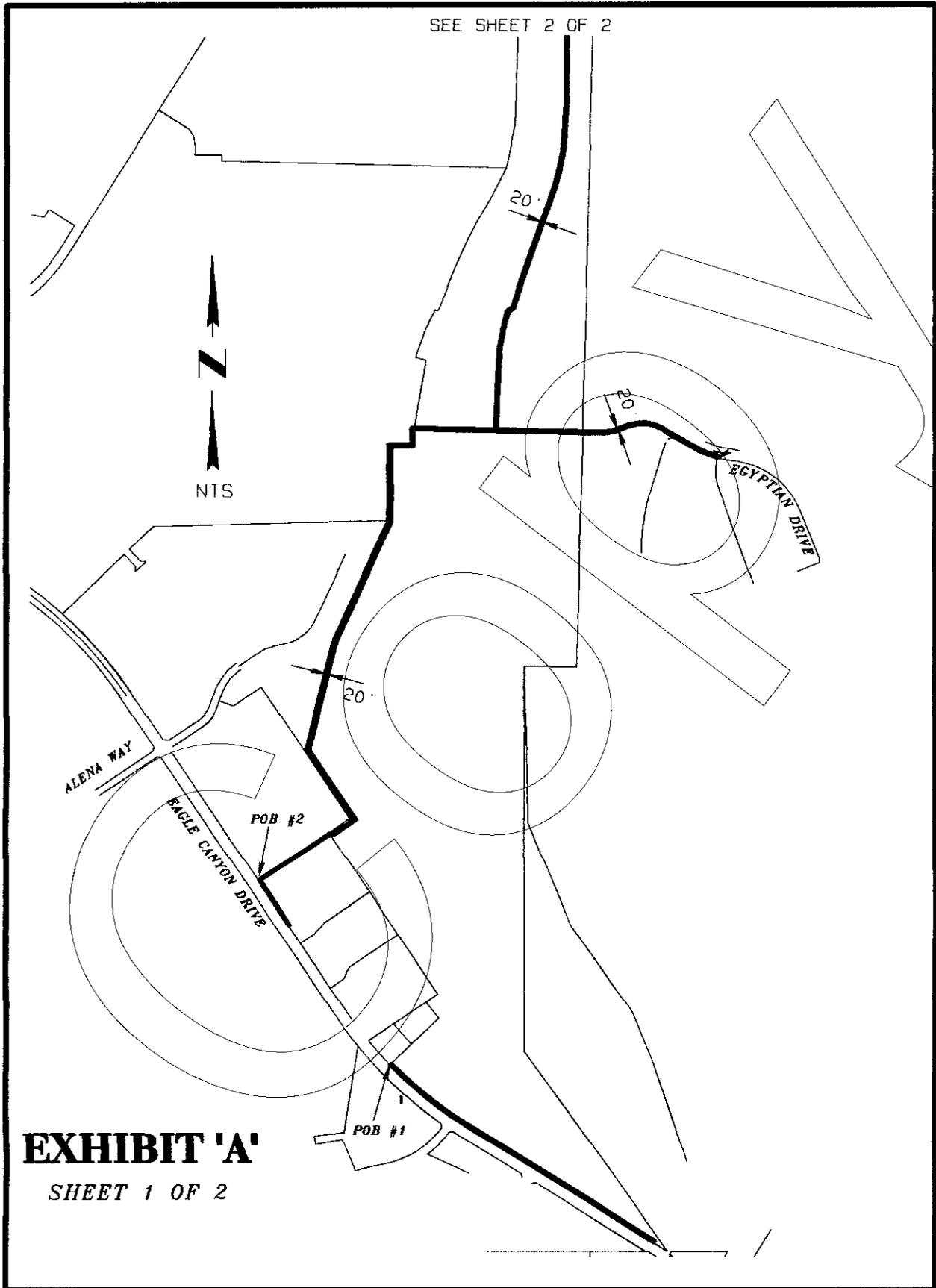


EXHIBIT 'A'

SHEET 1 OF 2

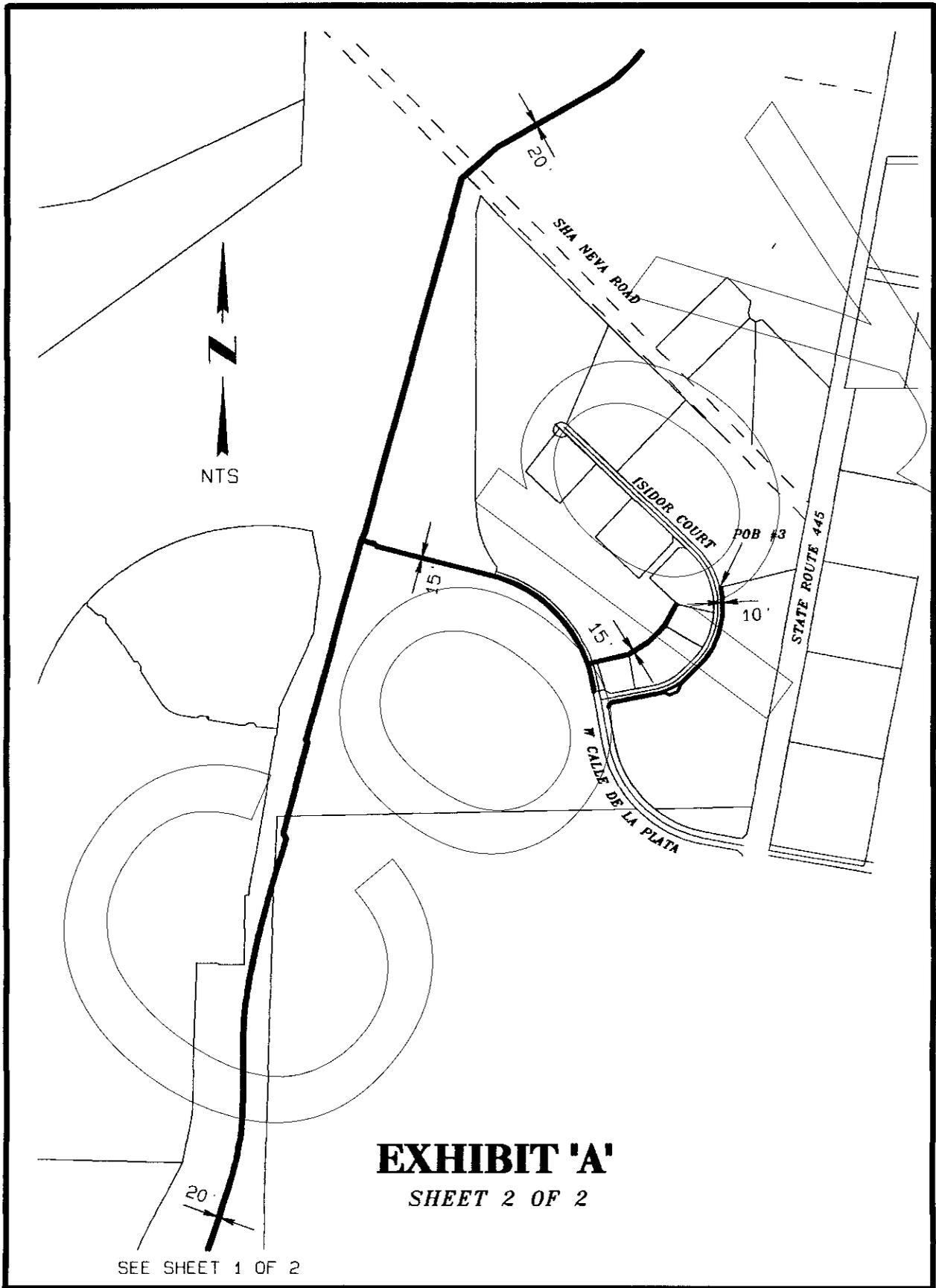


EXHIBIT 'A'

SHEET 2 OF 2

SEE SHEET 1 OF 2



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EXHIBIT "B"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
(A.P.N.s 530-280-03, 530-460-06, 530-460-09, 89-160-53 & 532-031-07)

DESCRIPTION NO. 1

A portion of land situate within portions of Sections 34 and 35, Township Twenty-One (21) North, Range Twenty (20) East, M.D.M., Washoe County, State of Nevada being more particularly described as follows:

BEGINNING at the most southerly corner of Parcel 1 as shown on Amended Parcel Map No. 3952, Document No. 2794292 in the Official Records of Washoe County, Nevada, also being a point on the northeasterly right-of-way line of Eagle Canyon Drive;

THENCE along the southerly line of said Parcel 1, North 45°59'40" East, 65.00 feet to a point on a non-tangent curve from which a radial line bears said bearing;

THENCE southeasterly, 697.48 feet along the arc of a 2759.79 foot radius curve to the left, through a central angle of 14°28'49";

THENCE South 58°29'10" East, 1478.35 feet;

THENCE South 35°55'28" East, 45.42 feet;

THENCE South 31°30'50" West, 47.57 feet to a point on the above mentioned northeasterly right-of-way line of Eagle Canyon Drive;

THENCE along said right-of-way line, North 58°29'09" West, 1520.29 feet;

THENCE continuing along said right-of-way line, 713.91 feet along the arc of a 2824.79 foot radius curve to the right, through a central angle of 14°28'49" to the **POINT OF BEGINNING**.

Contains 144,318 square feet (3.31 acres), more or less.



DESCRIPTION NO. 2

A portion of land situate within portions of Sections 14, 22, 23, 26, 27, 34 and 35, Township Twenty-One (21) North, Range Twenty (20) East, M.D.M., Washoe County, State of Nevada being more particularly described as follows:

BEGINNING at the most southerly corner of Parcel 2 as shown on Parcel Map 2876, Document No. 1869119 in the Official Records of Washoe County, Nevada, also being a point on the northeasterly right-of-way line of Eagle Canyon Drive.

THENCE along the southeasterly line of said Parcel 2, North 56°05'52" East, 775.01 feet;

THENCE along the northeasterly line of said Parcel 2, North 33°54'50" West, 575.36 feet;

THENCE North 14°07'00" East, 805.73 feet;

THENCE North 24°48'25" East, 918.23 feet;

THENCE North 00°47'49" West, 532.80 feet;

THENCE North 89°12'11" East, 170.60 feet;

THENCE North 01°27'35" East, 113.70 feet;

THENCE South 88°32'25" East, 30.46 feet;

THENCE North 01°27'35" East, 18.45 feet;

THENCE South 88°39'15" East, 516.02 feet;

THENCE North 02°22'13" East, 488.94 feet;

THENCE North 10°46'24" East, 259.22 feet;

THENCE North 20°45'47" East, 64.55 feet;

THENCE North 65°45'47" East, 24.30 feet;

THENCE North 19°06'23" East, 797.49 feet;

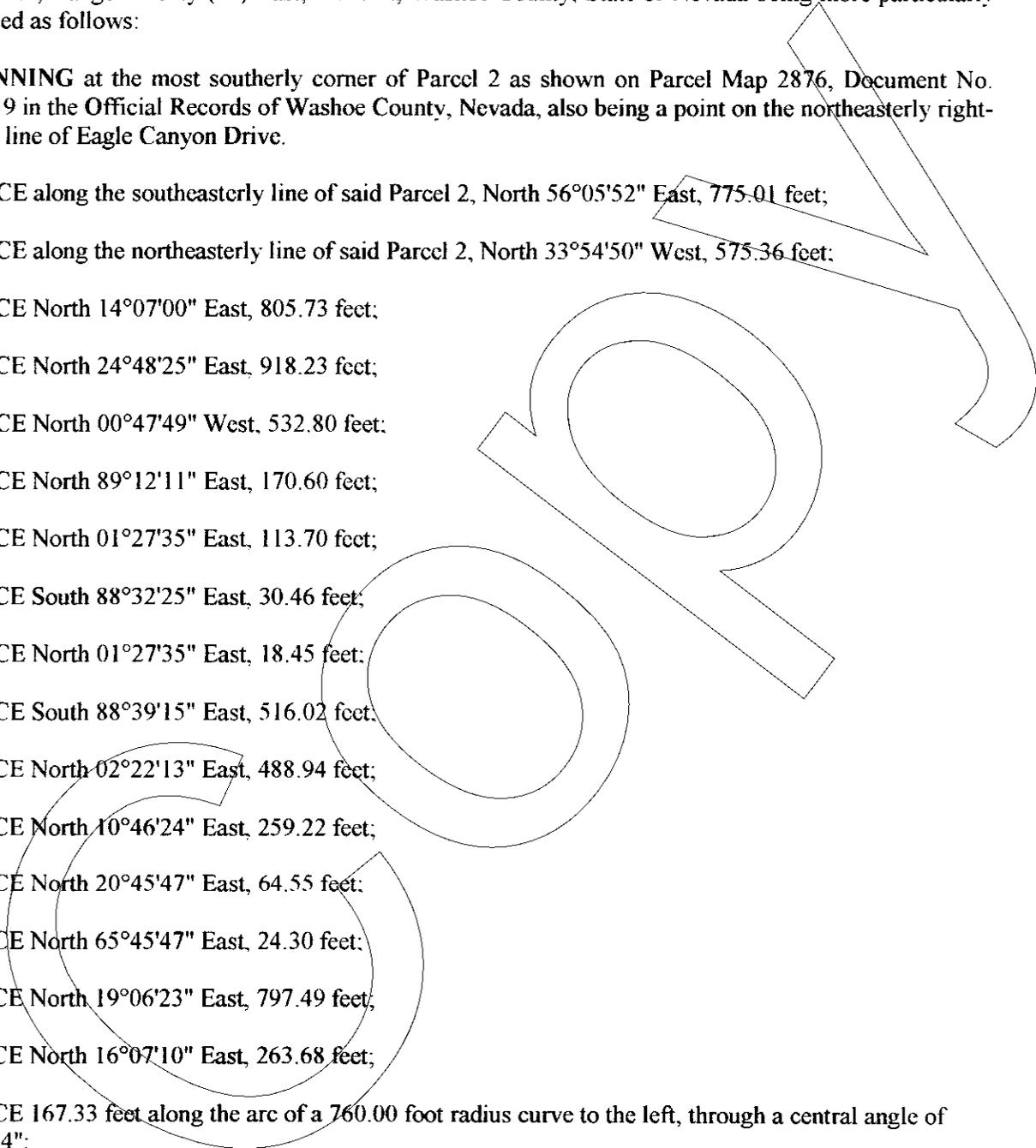
THENCE North 16°07'10" East, 263.68 feet;

THENCE 167.33 feet along the arc of a 760.00 foot radius curve to the left, through a central angle of 12°36'54":

THENCE North 03°30'17" East, 363.02 feet;

THENCE North 00°48'53" East, 353.37 feet;

THENCE 95.34 feet along the arc of 1040.00 foot radius curve to the right, through a central angle of 5°15'09":





THENCE North 06°04'02" East, 304.47 feet;

THENCE 96.99 feet along the arc of a 840.00 foot radius curve to the right, through a central angle of 6°36'56";

THENCE North 12°40'58" East, 288.17 feet;

THENCE North 15°22'20" East, 644.57 feet;

THENCE North 30°19'10" West, 36.07 feet;

THENCE North 14°55'59" East, 303.34 feet;

THENCE North 15°20'49" East, 365.20 feet;

THENCE North 29°40'04" West, 14.59 feet;

THENCE North 15°18'34" East, 4102.69 feet;

THENCE North 49°03'34" East, 365.40 feet;

THENCE North 60°18'44" East, 821.69 feet;

THENCE 392.49 feet along the arc of a 947.74 foot radius curve to the left, through a central angle of 23°43'40";

THENCE South 52°10'47" East, 75.02 to a point on a non-tangent curve, from which a radial line bears North 53°19'30" West;

THENCE 421.93 feet along the arc of a 1022.74 foot radius curve to the right through a central angle of 23°38'14";

THENCE South 60°18'44" West, 814.30 feet;

THENCE South 49°03'34" West, 335.26 feet;

THENCE South 15°18'34" West, 2590.55 feet;

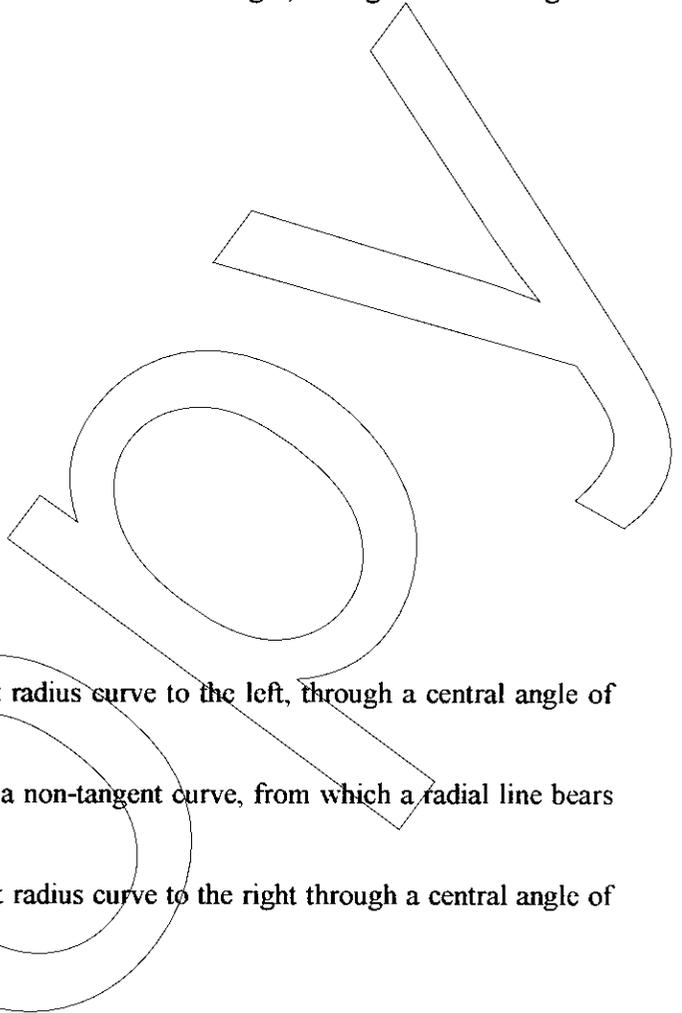
THENCE South 75°49'27" East, 908.31 feet;

THENCE 976.22 feet along the arc of a 1003.00 foot radius curve to the curve to the right, through a central angle of 55°45'58";

THENCE North 76°17'36" East, 63.28 feet

THENCE South 19°01'22" East, 30.00 feet

THENCE South 76°17'36" West, 63.19 feet to a point on a non-tangent curve from which a radial line bears South 71°39'23" West;





THENCE 122.53 feet along the arc of a 1003.00 foot radius curve to the right, through a central angle of 6°59'59";

THENCE South 11°20'39" East, 72.02 feet to a point on the northerly right-of-way line of West Calle De La Plata;

THENCE along said right-of-way line, South 79°14'44" West, 46.51 feet;

THENCE along the westerly right-of-way line of West Calle De La Plata, South 10°45'16" East, 120.28 feet;

THENCE departing said right-of-way line, South 78°39'21" West, 27.26 feet;

THENCE North 11°20'39" West, 191.81 feet;

THENCE 1044.36 feet along the arc of a 928.00 foot radius curve, to the left, through a central angle of 64°28'49";

THENCE North 75°49'27" West, 909.79 feet;

THENCE South 15°18'34" West, 1390.40 feet;

THENCE South 29°40'04" East, 14.61 feet;

THENCE South 15°20'49" West, 388.94 feet;

THENCE South 14°55'59" West, 271.81 feet;

THENCE South 30°19'10" East, 36.41 feet;

THENCE South 15°22'20" West, 674.41 feet;

THENCE South 12°40'58" West, 286.41 feet;

THENCE 88.33 feet along the arc of 765.00 foot radius curve to the left, through a central angle of 6°36'56";

THENCE South 06°04'02" West, 304.47 feet;

THENCE 88.47 feet along the arc of a 965.00 foot radius curve to the left, through a central angle of 5°15'09";

THENCE South 00°48'53" West, 355.13 feet;

THENCE South 03°30'17" West, 364.79 feet;

THENCE 183.84 feet along the arc of a 835.00 foot radius curve to the right, through a central angle of 12°36'54";

THENCE South 16°07'10" West, 265.64 feet;



THENCE South 19°06'23" West, 831.79 feet;

THENCE South 65°45'47" West, 25.58 feet;

THENCE South 20°45'47" West, 26.93 feet;

THENCE South 10°46'24" West, 247.16 feet;

THENCE South 02°22'13" West, 482.09 feet;

THENCE South 88°39'15" East, 582.20 feet;

THENCE South 88°32'15" East, 111.80 feet;

THENCE 110.56 feet along the arc of a 300.23 foot radius curve to the left, through a central angle of 21°05'55";

THENCE North 70°21'50" East, 100.00 feet;

THENCE 256.50 feet along the arc of a 299.77 foot radius curve to the right, through a central angle of 49°01'30";

THENCE South 60°36'40" East, 106.23 feet;

THENCE South 60°36'25" East, 167.95 feet;

THENCE 161.09 feet along the arc of a 600.24 foot radius curve to the left, through a central angle of 15°22'35" to a point on the westerly right-of-way line of Egyptian Drive as shown on Document No. 1427601 in the Official Records of Washoe County, Nevada;

THENCE along said right-of-way line, South 14°01'00" West, 39.76 feet to a point on a non-tangent curve from which a radial line bears North 14°01'00" East;

THENCE westerly along the northerly line of Parcel B-1 as shown on Parcel Map No. 3209, Document No. 1994628 in the Official Records of Washoe County, Nevada, 171.76 feet along the arc of a 640.00 foot radius curve to the right, through a central angle of 15°22'35";

THENCE North 69°13'31" West, 200.20 feet;

THENCE South 29°23'35" West, 5.24 feet;

THENCE North 60°36'40" West, 76.23 feet;

THENCE 192.33 feet along the arc of a 224.77 foot radius curve to the left, through a central angle of 49°01'30";

THENCE South 70°21'50" West, 100.00 feet;

THENCE 138.17 feet along the arc of a 375.23 foot radius curve to the right, through a central angle of 21°05'55";



THENCE North 88°38'38" West, 1240.49 feet;
 THENCE South 01°27'35" West, 129.34 feet;
 THENCE South 89°12'11" West, 167.70 feet;
 THENCE South 00°47'49" East, 474.92 feet;
 THENCE South 24°48'33" West, 928.19 feet;
 THENCE South 14°07'00" West, 765.30 feet;
 THENCE South 33°54'50" East, 616.94 feet;
 THENCE South 56°05'10" West, 250.00 feet;
 THENCE South 56°06'04" West, 535.01 feet;
 THENCE South 33°54'41" East, 434.91 feet;
 THENCE North 56°05'10" East, 87.00 feet;
 THENCE South 33°57'02" East, 19.72 feet;
 THENCE South 40°56'22" West, 39.35 feet;
 THENCE South 56°05'10" West, 114.00 feet;
 THENCE North 33°54'53" West, 539.93 feet to the **POINT OF BEGINNING**.
 Contains 1,433,349 square feet (32.91 acres), more or less.

DESCRIPTION NO. 3

A portion of land situate within a portion of Sections 23, Township Twenty-One (21) North, Range Twenty (20) East, M.D.M., Washoe County, State of Nevada being more particularly described as follows:

COMMENCING at the most southerly corner of Parcel 2 as shown on Parcel Map No. 3581, Document No. 2393551 in the Official Records of Washoe County, Nevada, also being a point on the easterly right-of-way line of Isidor Court and being a point on a curve from which a radial line bears South 76°13'14" West.

THENCE the following four (4) courses along the southerly and easterly right-of-way line of said Isidor Court:

1. 588.36 feet along the arc of 578.00 foot radius curve to the right, through a central angle of 58°19'21",
2. South 44°32'35" West, 108.50 feet,



3. 259.23 feet along the arc of a 428.00 foot radius curve to the right, through a central angle of 34°42'09".

4. South 79°14'44" West, 284.27 feet to the **POINT OF BEGINNING**:

THENCE from the **POINT OF BEGINNING**, departing said right-of-way line, South 79°14'44" West, 26.03 feet;

THENCE South 11°20'39" East, 28.79 feet;

THENCE South 78°39'21" West, 60.01 feet to a point on a non-tangent curve from which a radial line bears South 11°20'39" East;

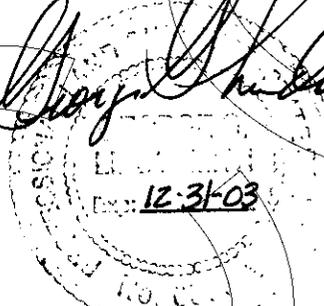
THENCE northeasterly, 48.80 feet along the arc of a 34.00 foot radius curve to the right, through a central angle of 82°13'50" to a point on the southerly right-of-way line of Isidor Court;

THENCE along said right-of-way line, North 79°20'49" East, 26.03 feet to the **POINT OF BEGINNING**.

Contains 1503 square feet, more or less.

The Basis of Bearing for this description is Record of Survey Map No. 3885, Document No. 2522263 in the Official Records of Washoe County, Nevada.

Prepared by:
Tri State Surveying, Ltd.



George G. Lindesmith, P.L.S. 11-04-2003
Nevada Certificate No. 6306



SEE SHEET 2 OF 2

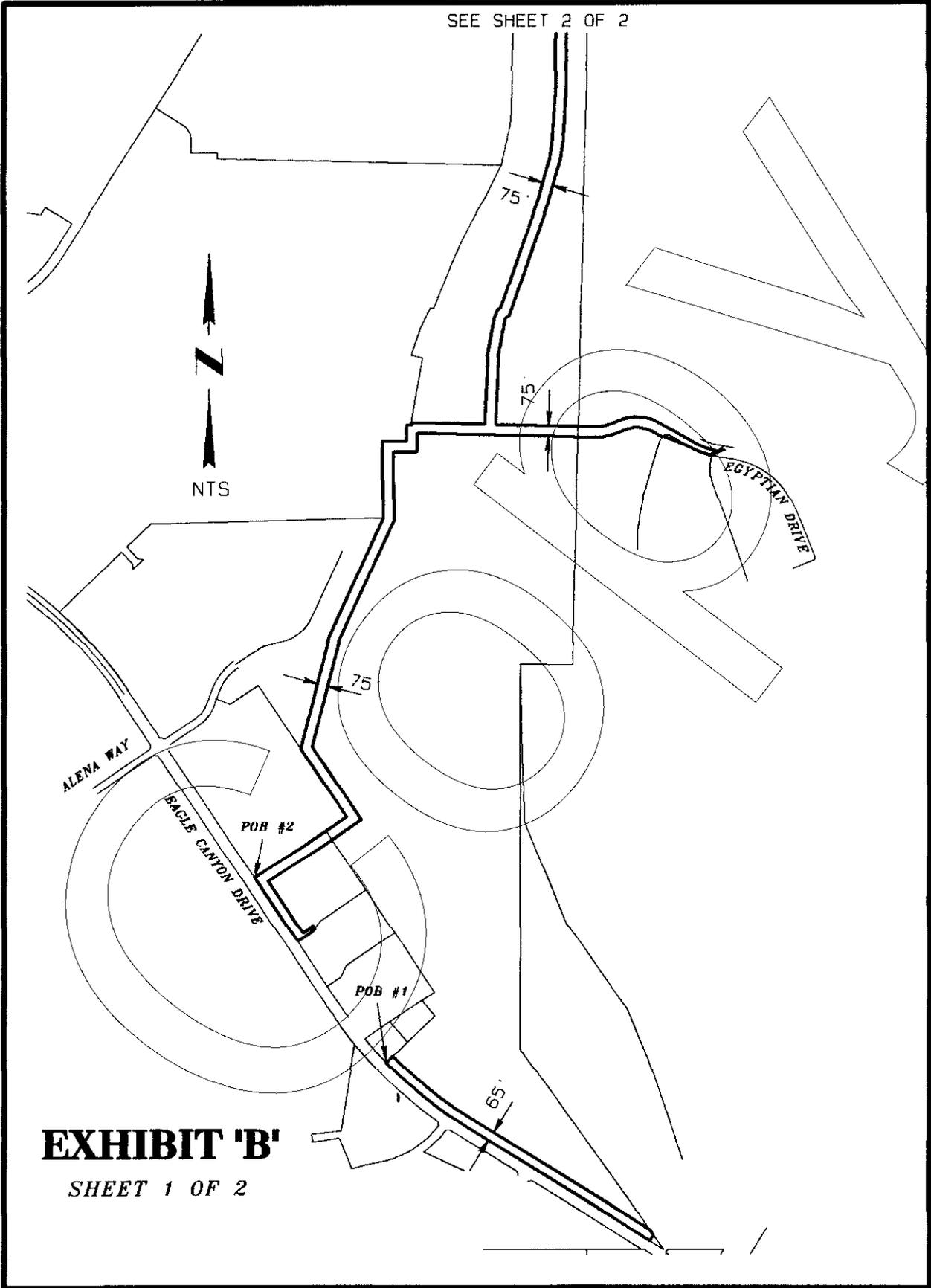


EXHIBIT 'B'
SHEET 1 OF 2

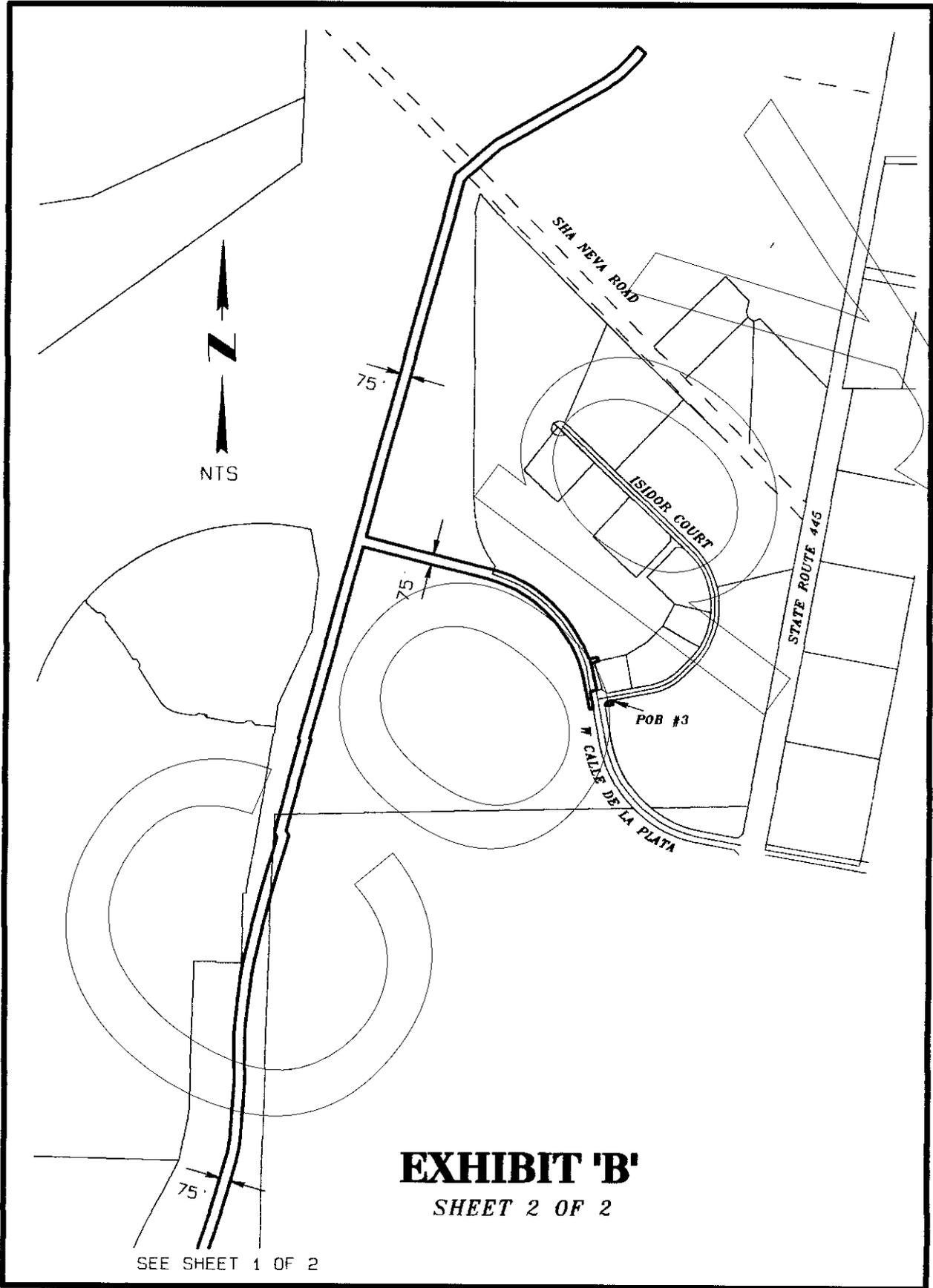


EXHIBIT 'B'
SHEET 2 OF 2

SEE SHEET 1 OF 2

WHEN RECORDED, RETURN TO:

SSBC Owners Association
c/o Robert M. Sader, Esq.
8600 Technology Way, Suite 101
Reno, NV 89521

APN: Portions of 530-931-04, 538-141-06,
538-141-08, and 538-171-01



COMMON AREA USE AND MAINTENANCE EASEMENT
(Private Water System Facilities)

THIS GRANT OF EASEMENT, made and entered into this 8th day of February, 2006,
by and between **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada
limited partnership (aka Spanish Springs Associates), hereinafter referred to as "Grantor"; and
SSBC OWNERS ASSOCIATION, a Nevada nonprofit corporation, and its successors and assigns,
hereinafter referred to as "Grantee".

WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable
consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantee a permanent
easement for the purpose of use, operation, construction, repair and maintenance of private water
system facilities (e.g., pump station, valves, hydrants, pipelines, etc.) as common area (as defined in
that certain Declaration Of Covenants, Conditions And Restrictions For Spanish Springs Business
Center recorded on November 5, 1999 as Document No. 2395858 in the office of the Recorder of
Washoe County, Nevada) upon, over, across, under and through the land herein described, together
with the perpetual right to enter upon said land to use, construct, maintain and repair said common
area.

The easement granted hereby is located in the County of Washoe, State of Nevada, and is
more particularly described on Exhibit "A", attached hereto. Grantor and Grantee acknowledge and
agree that all said facilities located within the easement area are the sole property of Grantee.



This is a nonexclusive grant of easement and to the extent that other uses do not interfere with the use of said easement by Grantee as permitted herein, Grantor, its successors and assigns, shall be permitted to use the same for any purpose it may desire.

The covenants and agreement herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and are covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

TO HAVE AND TO HOLD, said easement unto the Grantee and unto its successors and assigns forever.

IN WITNESS WHEREOF Grantor hereto has executed this Grant of Easement the day and year first above written.

GRANTOR:

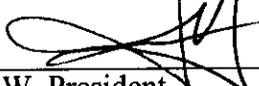
**SPANISH SPRINGS ASSOCIATES
LIMITED PARTNERSHIP, a Nevada
limited partnership**

By: Hawco Development Company,
a Nevada corporation,
as General Partner

By: 
JESSE HAW, President

ACCEPTED:

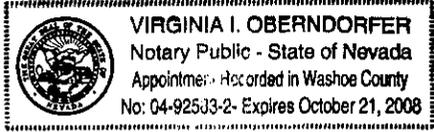
**SSBC OWNERS ASSOCIATION,
a Nevada nonprofit corporation**

By: 
JESSE HAW, President



STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

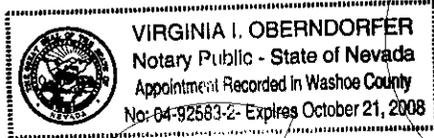
This instrument was acknowledged before me on February 8, 2006, by JESSE HAW as President of HAWCO DEVELOPMENT COMPANY, a Nevada corporation, as General Partner of SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership.



Virginia I. Oberndorfer
NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on February 8, 2006, by JESSE HAW as President of SSBC OWNERS ASSOCIATION, a Nevada nonprofit corporation.



Virginia I. Oberndorfer
NOTARY PUBLIC



EXHIBIT "A"

DESCRIPTION
PRIVATE WATERLINE EASEMENT

Easements situate within the S1/2 of Section 14 and the N1/2 of Section 23, T21N, R20E, MDM, Washoe County, Nevada, being a portions of Parcel 1 of Parcel 4431, Parcel 2 of Parcel Map 4505, Parcels 1, 2, and 3 of Parcel Map 4506, Parcels 1, 2, and 3 of Parcel Map 4507, Parcels 1 and 2 of Parcel Map 4508, and Parcel 3 of Parcel Map 4509, as shown on the plats thereof, recorded August 5, 2005 and January 31, 2006, as Documents No. 3257104, 3343027, 3343028, 3343031, 3343032, and 3343033, Official Records of Washoe County, Nevada; more particularly described as follows:

Easement 1:

Commencing at the southwest corner of said Parcel 1 of Parcel Map 4506, said point being on the northerly line of Isidor Court;
thence N 15°18'26" E, 15.07 feet to a point on the northerly line of that fifteen (15) foot wide private waterline easement as described in that instrument recorded August 30, 2004 as Document No. 3089995, the Point of Beginning;
thence continuing N 15°18'26" E, 1123.59 feet;
thence N 49°03'34" E, 7.33 feet;
thence N 49°03'34" E, 122.06 feet;
thence N 49°03'34" E, 195.67 feet;
thence N 60°18'34" E, 815.09 feet;
thence along the arc of a 1017.00 foot radius curve to the left through a central angle of 23°37'43" a distance of 419.41 feet;
thence S 24°00'48" E, 729.30 feet;
thence along the arc of a 310.00 foot radius curve to the left through a central angle of 20°34'49" a distance of 111.35 feet;
thence S 44°35'37" E, 640.62 feet to a point on the easterly line of said Parcel 1 of Parcel Map 4431;
thence along said easterly line, S 30°19'13" W, 15.54 feet to a point on the northeasterly line of Ingenuity Avenue;
thence along said northeasterly line and its extension, N 44°35'37" W, 654.28 feet;
thence along the arc of a 272.00 foot radius curve to the right through a central angle of 20°34'49" a distance of 97.70 feet;
thence N 24°00'48" W, 691.79 feet;
thence S 65°59'12" W, 55.69 feet;
thence along the arc of a non-tangent 1027.00 foot radius curve to the right from a tangent bearing S 41°24'46" W through a central angle of 18°53'49" a distance of 338.72 feet;
thence S 60°18'34" W, 774.71 feet;
thence along the arc of a 400.00 foot radius curve to the left through a central angle of 11°15'00" a distance of 78.54 feet;
thence S 49°03'34" W, 281.64 feet;
thence S 15°18'26" W, 877.18 feet;
thence S 69°01'37" E, 5.02 feet;



thence S 15°18'26" W, 244.35 feet to a point on the said northerly line of that fifteen (15) foot wide private waterline easement as described in that instrument recorded August 30, 2004 as Document No. 3089995;

thence along said northerly line, N 69°07'11" W, 15.07 feet to the point of beginning.

Easement 2:

Beginning at the most westerly corner of said Parcel 1 of Parcel Map 4507, said point being on the easterly line of Design Place;

thence along said easterly and the northeasterly line of said Design Place the following four (4) courses and distances:

N 26°38'19" E, 201.77 feet;

on the arc of a 472.00 foot radius curve to the right through a central angle of 15°41'45" a distance of 129.30 feet to a point of compound curvature;

on the arc of a 44.00 foot radius curve to the right through a central angle of 48°24'52" a distance of 37.18 feet to a point of reverse curvature;

on the arc of a 56.00 foot radius curve to the left through a central angle of 148°48'30" a distance of 145.44 feet;

thence N 31°56'26" E, 15.00 feet;

thence along the arc of a non-tangent 71.00 foot radius curve to the right from a tangent bearing S 58°03'34" E through a central angle of 148°48'30" a distance of 184.40 feet to a point of reverse curvature;

thence along the arc of a 29.00 foot radius curve to the left through a central angle of 48°24'52" a distance of 24.50 feet to a point of compound curvature;

thence along the arc of a 457.00 foot radius curve to the left through a central angle of 15°41'45" a distance of 125.19 feet;

thence S 26°38'19" W, 203.95 feet to a point on the southwesterly line of said Parcel 1 of Parcel Map 4507;

thence along southwesterly line, N 55°04'13" W, 15.16 feet to the point of beginning.

Easement 3:

Beginning at the most southerly corner common to Parcels 1 and 2 of said Parcel Map 4505, said point being on the northerly line of Icon Court;

thence along said northerly line of Icon Court on the arc of a 56.00 foot radius curve to the right from a tangent bearing S 76°03'10" E through a central angle of 31°51'06" a distance of 31.13 feet to the terminus of the southerly line of that easement as describe in deed recorded December 17, 2004, as Document No. 3144511, Official Records of Washoe County, Nevada;

thence along the terminus of said easement, N 45°47'56" E, 15.00 feet;

thence along the arc of a non-tangent 71.00 foot radius curve to the left from a tangent bearing N 44°12'04" W through a central angle of 31°51'06" a distance of 39.47 feet to a point on the west line of said Parcel 2;

thence along said west line, S 13°56'50" W, 15.00 feet to the point of beginning.

Easement 4:

Beginning at the southwest corner of said Parcel 3 of Parcel Map 4509;

thence S 87°27'49" E, 242.82 feet;



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02/08/2006
6 of 8

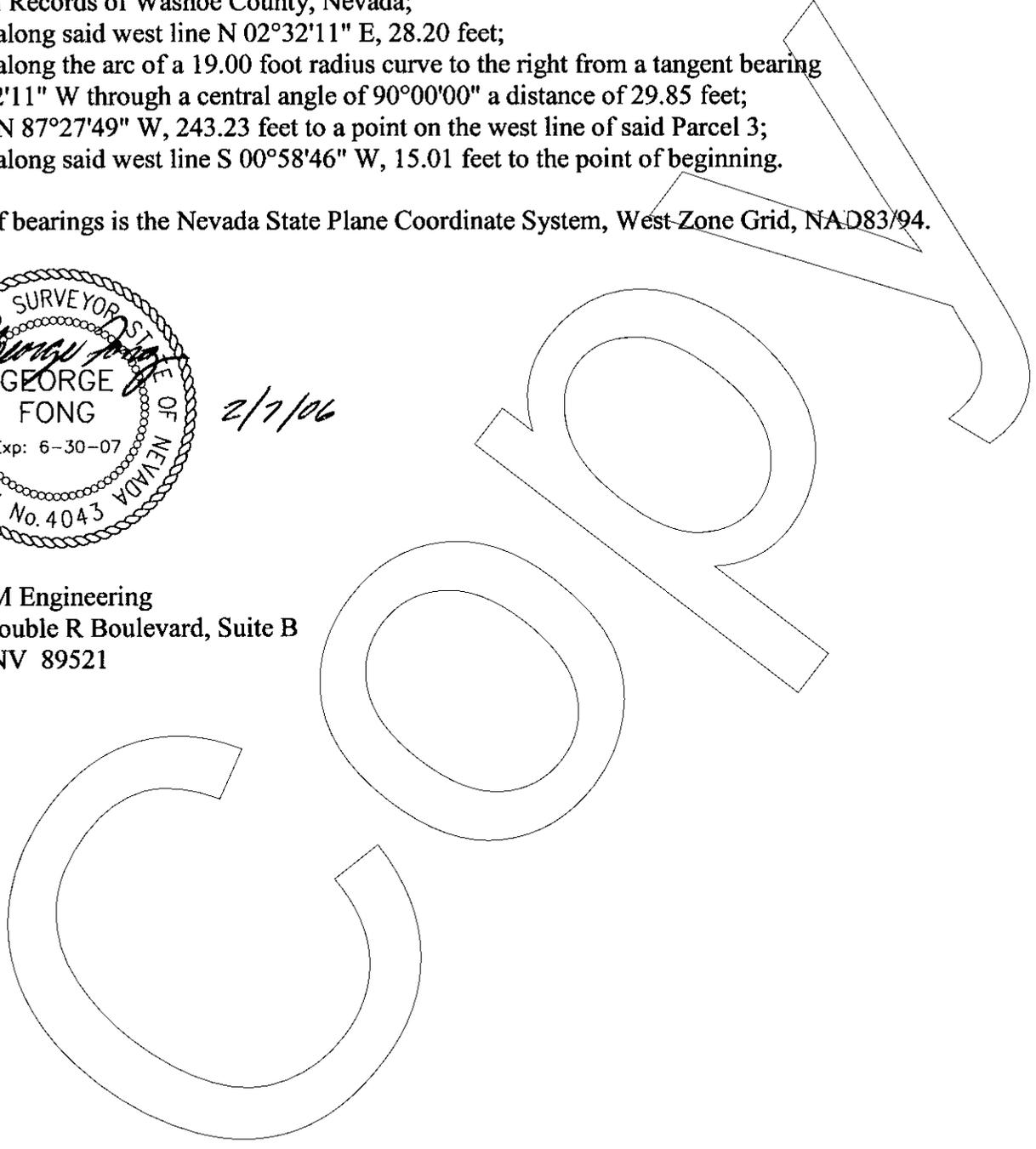
thence along the arc of a 34.00 foot radius curve to the left through a central angle of 33°58'28" a distance of 20.16 feet to a point on the west line of that fifteen (15) foot wide private waterline easement as described in that instrument recorded August 30, 2004 as Document No. 3089995, Official Records of Washoe County, Nevada;
thence along said west line N 02°32'11" E, 28.20 feet;
thence along the arc of a 19.00 foot radius curve to the right from a tangent bearing S 02°32'11" W through a central angle of 90°00'00" a distance of 29.85 feet;
thence N 87°27'49" W, 243.23 feet to a point on the west line of said Parcel 3;
thence along said west line S 00°58'46" W, 15.01 feet to the point of beginning.

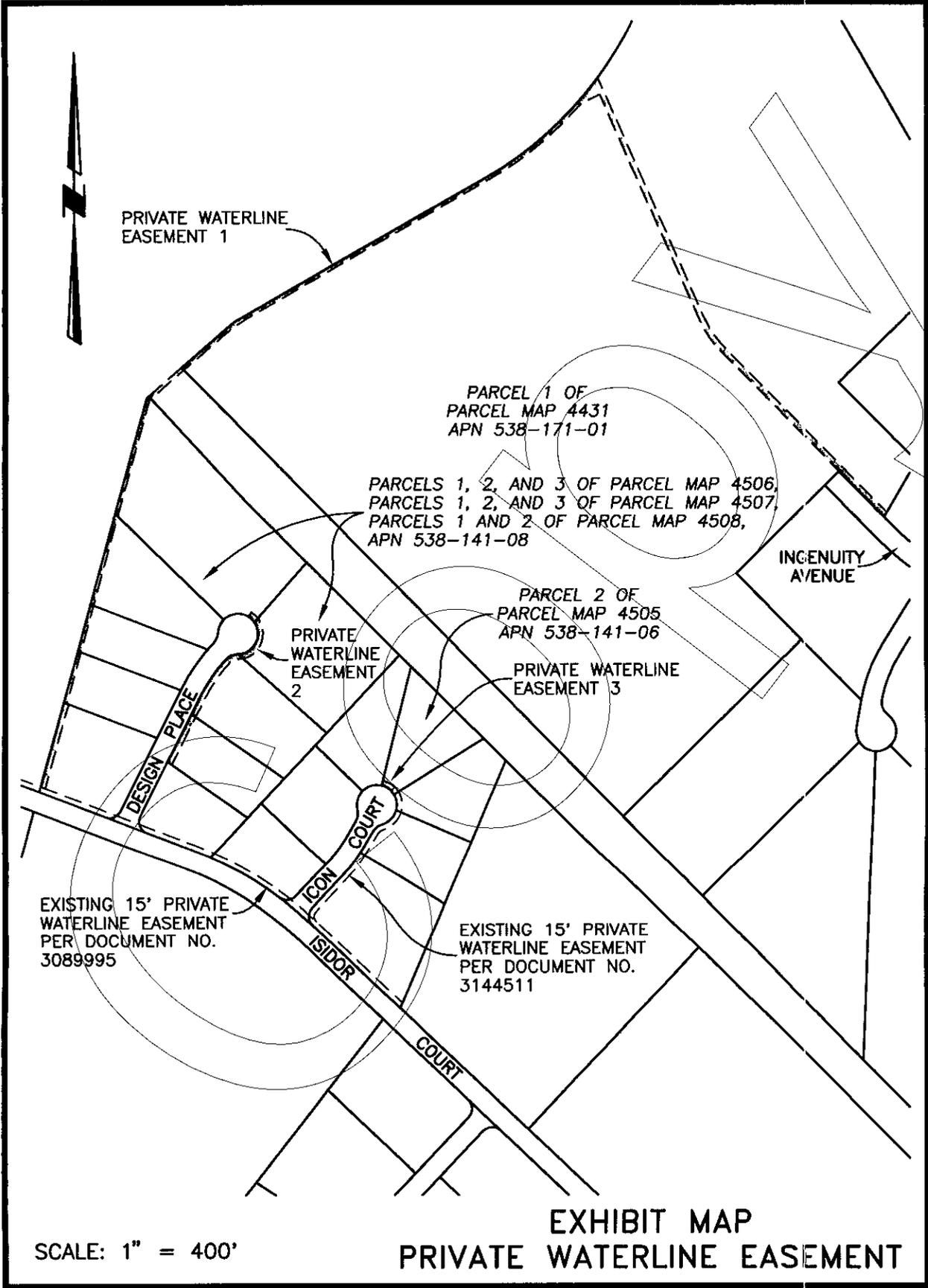
Basis of bearings is the Nevada State Plane Coordinate System, West Zone Grid, NAD83/94.



2/7/06

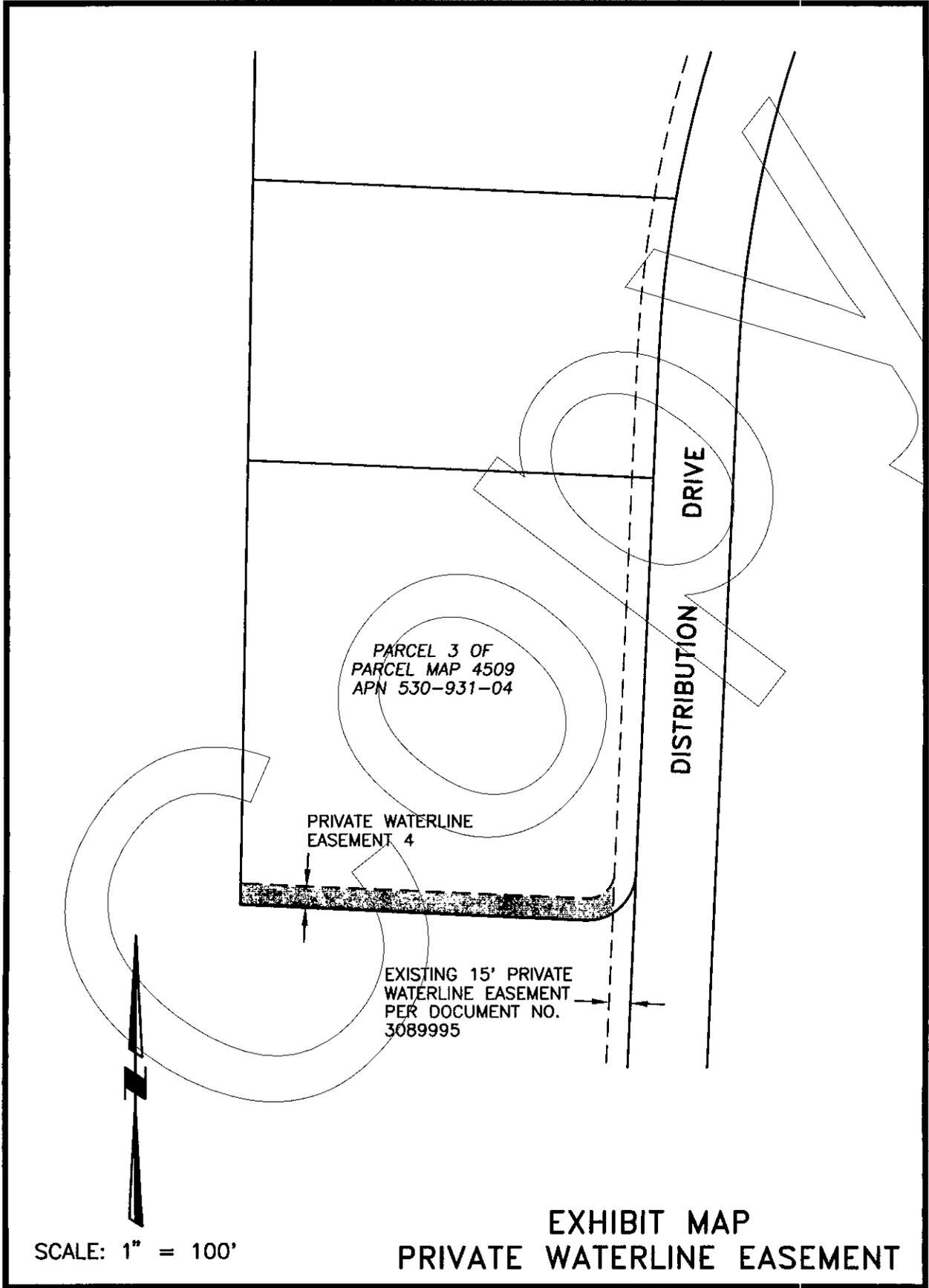
C and M Engineering
9498 Double R Boulevard, Suite B
Reno, NV 89521





SCALE: 1" = 400'

**EXHIBIT MAP
PRIVATE WATERLINE EASEMENT**



SCALE: 1" = 100'

EXHIBIT MAP
PRIVATE WATERLINE EASEMENT

APN 530-280-71 and 72

When recorded, return to:
Washoe County Engineering
P. O. Box 11130
Reno, NV 89520



GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made and entered into this 1ST day of FEBRUARY, 2007, by and between SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership, Party of the first part, hereinafter referred to as "Grantor", and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, Party of the second part, hereinafter referred to as "Grantee",

WITNESSETH

For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantee a permanent easement and right-of-way for storm drainage facilities and appurtenances upon, over, across and through the land herein described, together with the perpetual right to enter upon said land to construct, reconstruct, maintain and repair said facilities and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said facilities.

The easement and right-of-way hereby granted is situate in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, said easement and right-of-way unto the Grantee and unto its successors and assigns forever.

This is a non-exclusive Grant of Easement and to the extent that other uses do not interfere with the use of said easement by Grantee as permitted herein, Grantor, his/her/their/its successors and assigns, shall be permitted to use the same for any purpose they may desire.

The covenants and agreement herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

IN WITNESS WHEREOF, the Grantor hereto has executed this Grant of Easement the day and year first above written.

SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership
By: HAWCO DEVELOPMENT COMPANY,
a Nevada corporation, as General Partner

Jesse Haw, President

STATE OF NEVADA)
)SS
COUNTY OF WASHOE)

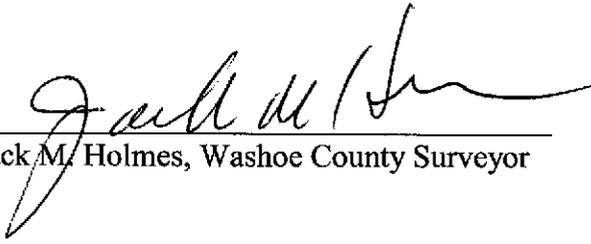
This instrument was acknowledged before me on FEBRUARY 1, 2007, by
Jesse Haw, President of Hawco Development Company, a Nevada corporation, as General
Partner of Spanish Springs Associates Limited Partnership, a Nevada limited partnership.

Virginia I. Oberndorfer

NOTARY PUBLIC

 VIRGINIA I. OBERNDORFER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 04-92583-2- Expires October 21, 2008

Accepted for the County of Washoe, by and
through the Department of Public Works

 2/07/07

Jack M. Holmes, Washoe County Surveyor

COPY

EXHIBIT "A"

DESCRIPTION
STORM DRAIN EASEMENT

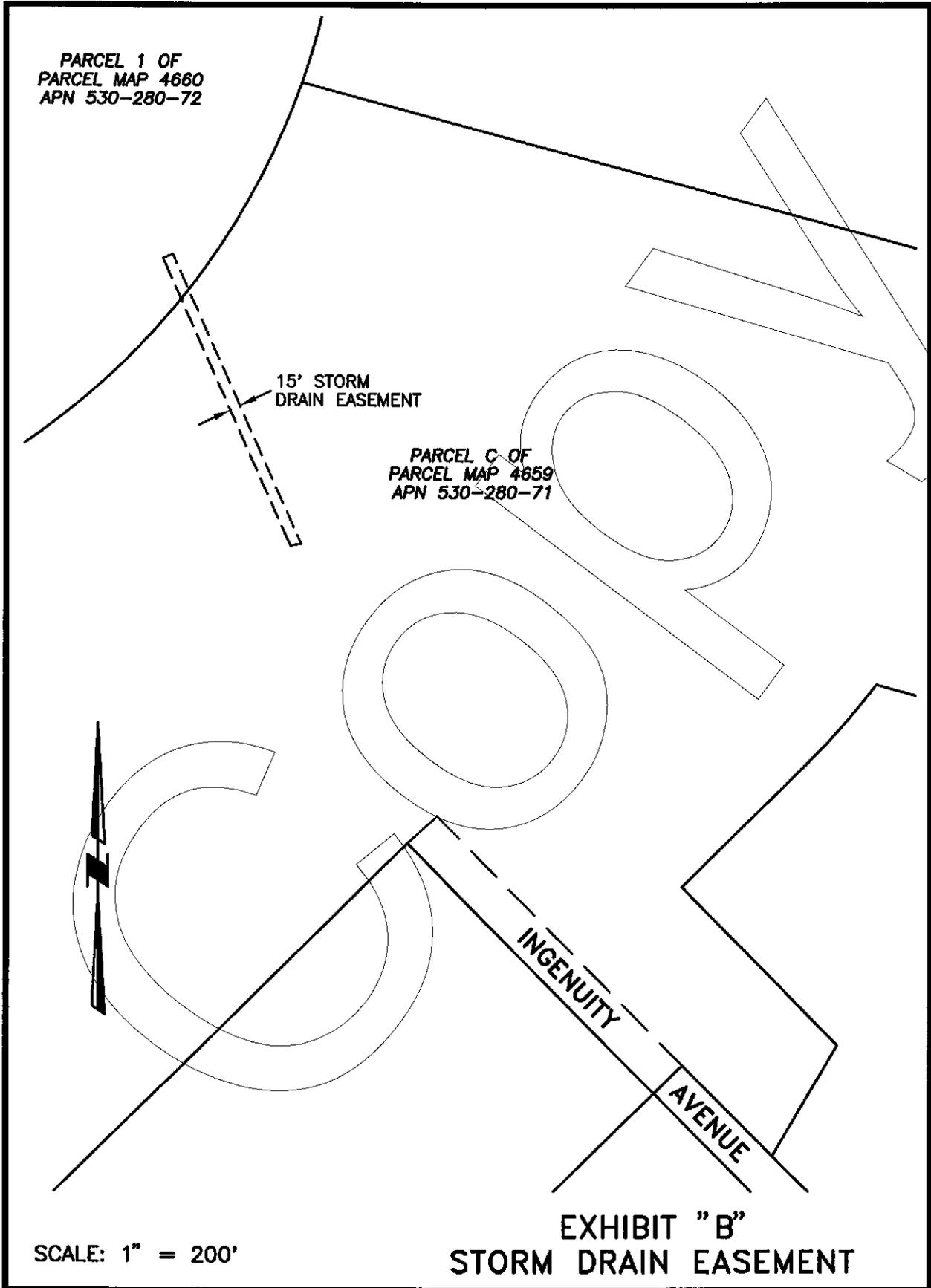
A parcel of land, fifteen (15) feet in width, situate within the SW1/4 of Section 14, T21N, R20E, MDM, Washoe County, Nevada, being a portion of Parcel C of the 12th Parcel Map for Spanish Springs Associates Limited Partnership and Parcel 1 of the Parcel Map for Spanish Springs Associates Limited Partnership and Business Center Limited Partnership, as shown on the plats thereof, recorded September 28, 2006, as Parcel Maps 4659 and 4660, Documents No. 3443793 and 3443796, Official Records of Washoe County, Nevada; more particularly described as follows:

Commencing at the most northerly corner of said Parcel C of Parcel Map 4659;
thence southwesterly along the line common to said Parcels C and 1 on the arc of a 1017.00 foot radius curve to the right from a tangent bearing S 19°22'42" W through a central angle of 18°40'57" a distance of 331.61 feet to the Point of Beginning;
thence S 24°00'48" E, 388.27 feet;
thence along the arc of a non-tangent 56.00 foot radius curve to the left from a tangent bearing S 88°33'50" W through a central angle of 15°54'43" a distance of 15.55 feet;
thence N 24°00'48" W, 438.71 feet;
thence N 65°59'12" E, 15.00 feet;
thence S 24°00'48" E, 54.35 feet to the point of beginning.

Basis of bearings is the Nevada State Plane Coordinate System, West Zone Grid, NAD83/94.



C and M Engineering
9498 Double R Boulevard, Suite B
Reno, NV 89521



WHEN RECORDED, RETURN TO:

Pebble Creek Homeowners Association
c/o Richard D. Edwards, Esq.
Stephens, Knight & Edwards
401 Ryland, Suite330
Reno, NV 89502



APN: a portion of 538-010-10 & 11

COMMON AREA DRAINAGE & MAINTENANCE EASEMENT

(Drainage - Pebble Creek, Unit 7)

THIS GRANT OF EASEMENT, made and entered into this 2 day of, December 2016, by and between **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada limited partnership, herein after referred to as "Grantor"; and **PEBBLE CREEK HOMEOWNERS' ASSOCIATION**, a Nevada nonprofit corporation, herein after referred to as "Grantee".

WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantee a permanent easement for the purpose of use, repair and maintenance of a drainage channel and related drainage facilities as common area (as defined in that certain Declaration Of Covenants, Conditions And Restrictions Of Pebble Creek Subdivision recorded on July 30, 2001 as Document No. 2579756, and last modified on October 02, 2003 as Document No. 2933697, both in the office of the Recorder of Washoe County, Nevada) upon, over, across and through the land herein described, together with the perpetual right to enter upon said land to maintain and repair said common area.

The easement granted hereby is located in the County of Washoe, State of Nevada, more particularly described in Exhibit "A", and as depicted on Exhibit "A-1", attached hereto and by this reference made a part hereof.

This is a nonexclusive grant of easement and to the extent that other uses do not interfere with the use of said easement by Grantee as permitted herein, Grantor, its successors and assigns, shall be permitted to use the same for any purpose it may desire.

Grantee shall be obligated to repair and maintain the drainage channel and related drainage facilities located in the easement area described in Exhibit "A". By signature below Grantee agrees to assume said obligations.

The covenants and agreement here in contained shall inure to the benefit of and shall be binding upon the executors, administrators heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

TO HAVE AND TO HOLD, said easement and right-of-way unto the Grantee and unto its successors and assigns forever.

IN WITNESS WHEREOF, Grantor hereto has executed this Grant of Easement the day and year first above written.

GRANTOR:
SPANISH SPRINGS ASSOCIATES
LIMITED PARTNER SHIP, a
Nevada limited partnership

By: Hawco Development Company
A Nevada Corporation,
General Partner

By: 

JESSE HAW, President

ACCEPTED:
PEBBLE CREEK HOMEOWNERS'
ASSOCIATION, a Nevada Nonprofit
Corporation

By: 

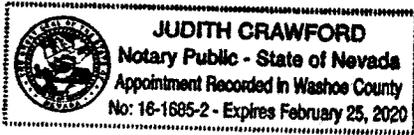
Title: PRESIDENT
Edward Moore

STATE OF NEVADA)

) SS

COUNTY OF WASHOE)

This instrument was acknowledged before me on December 2, 2016 by Jesse Haw as President of HAWCO DEVELOPMENT COMPANY, a Nevada corporation, as General Partner of SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership.



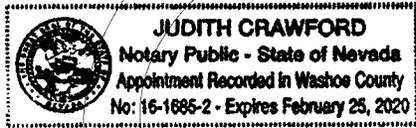
NOTARY: Judith Crawford

STATE OF NEVADA)

) SS

COUNTY OF WASHOE)

This instrument was acknowledged before me on November 28, 2016 by Edward Moore as President PEBBLE CREEK HOMEOWNERS' ASSOCIATION, a Nevada nonprofit corporation.



NOTARY: Judith Crawford

**EXHIBIT A
LEGAL DESCRIPTION FOR
PERMANENT DRAINAGE & ACCESS EASEMENT**

All that certain permanent drainage and access easement situate within a portion of the West One-Half (W 1/2) of Section Fourteen (14), Township Twenty-One (21) North, Range Twenty (20) East, Mount Diablo Meridian, County of Washoe, State of Nevada, being a portions of Parcel 3 and Parcel 4 per Parcel Map No. 5257 recorded October 26, 2016 as File No. 4646827 in the Official Records of Washoe County, Nevada, being more particularly described as follows:

BEGINNING at the northerly terminus of the line labeled "S 09°36'01" E 769.72' " on the East boundary of said Parcel 3;

THENCE departing said northerly terminus and along the East boundary of said Parcel 3, South 09°36'01" East, 90.00 feet;

THENCE departing said East boundary and along the following nine (9) courses:

- 1) South 80°23'59" West, 87.87 feet;
- 2) North 10°58'13" West, 522.11 feet;
- 3) North 13°32'44" West, 84.64 feet;
- 4) North 20°55'27" West, 107.15 feet;
- 5) South 80°46'16" West, 781.89 feet;
- 6) North 09°13'44" West, 40.00 feet;
- 7) North 80°46'16" East, 626.45 feet;
- 8) North 09°13'44" West, 35.00 feet;
- 9) North 80°46'16" East, 200.00 feet to the aforementioned East boundary of Parcel 4;

THENCE along said East boundary, South 29°14'31" East, 8.05 feet;

THENCE along said East boundary and along the East boundary of said Parcel 3, South 20°55'27" East, 167.47 feet;

THENCE continuing along the East boundary of said Parcel 3 the following three (3) courses:

- 1) South 13°32'44" East, 89.86 feet;
- 2) South 10°58'13" East, 434.87 feet;

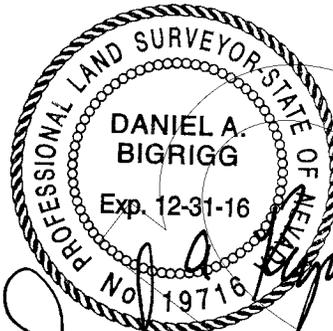
- 3) North $80^{\circ}23'59''$ East, 30.00 feet to aforementioned northerly terminus of the line labeled " S $09^{\circ}36'01''$ E 769.72' " and the **POINT OF BEGINNING**;

Containing 86,146 square feet of land, more or less.

See Exhibit "A-1", plat to accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is identical to said Parcel Map No. 5257.

Prepared by:
Wood Rodgers, Inc.
5440 Reno Corporate Dr.
Reno, NV 89511



Daniel A. Bigrigg, P.L.S.
Nevada Certificate No. 19716

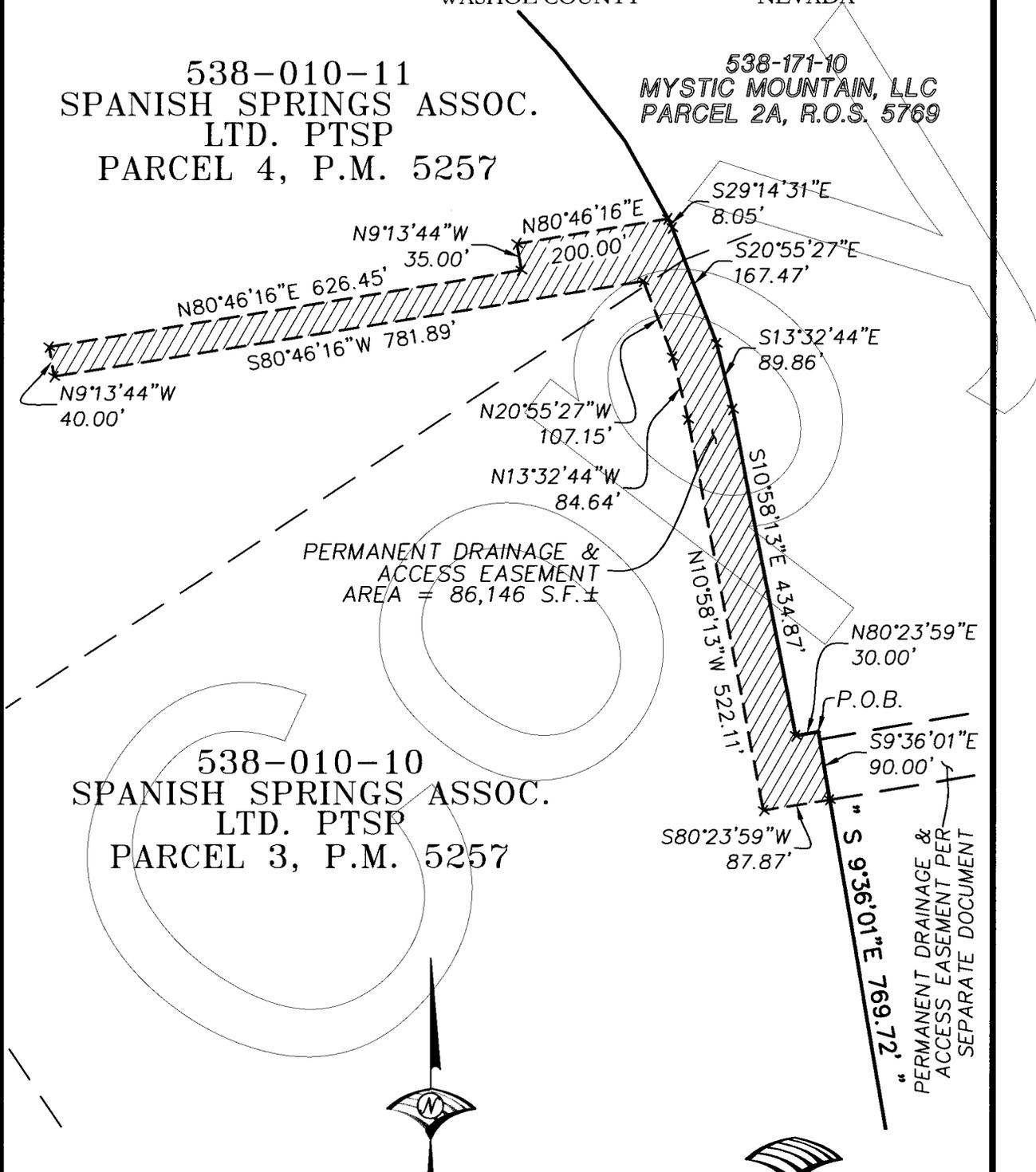
EXHIBIT A-1

PLAT TO ACCOMPANY

PERMANENT DRAINAGE & ACCESS EASEMENT
BEING A PORTION OF W 1/2 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 20 EAST, M.D.M
WASHOE COUNTY NEVADA

538-010-11
SPANISH SPRINGS ASSOC.
LTD. PTSP
PARCEL 4, P.M. 5257

538-171-10
MYSTIC MOUNTAIN, LLC
PARCEL 2A, R.O.S. 5769



538-010-10
SPANISH SPRINGS ASSOC.
LTD. PTSP
PARCEL 3, P.M. 5257



JOB NO. 2954.008
SHEET 1 OF 1

1" = 200'

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
5440 Reno Corporate Drive Tel 775.823.4068
Reno, NV 89511 Fax 775.823.4068

APN:538-010-11

Pebble Creek – Unit 7

(Subdivision Name)

When Recorded Return to:
Washoe County Engineering
PO Box 11130
Reno, NV 89502



AMENDMENT TO DRAINAGE FACILITIES EASEMENT

THIS EASEMENT AMENDMENT, made and entered into this 12th day of January, 2018, by and between **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada **limited partnership**, Party of the First Part, herein after referred to as “Grantor”, and **COUNTY OF WASHOE**, a **political subdivision of the State of Nevada**, Party of the Second Part, hereinafter referred to as “Grantee”. All defined terms in the Easement shall have the same meanings when used herein.

WITNESSETH:

WHEREAS, Grantor granted the Drainage Facilities Easement per Document No. 4669879, recorded January 11, 2017 in the Official Records of Washoe County, Nevada, hereinafter referred to as the “Easement”.

WHEREAS, the location of a portion of the Easement does not align with the current design improvements.

NOW THEREFORE this instrument is executed to amend the Easement as follows:

FOR AND IN CONSIDERATION of this Easement, Grantor hereby grants to Grantee a permanent easement and right-of-way for drainage facilities upon, over, across and through the land herein described. All easement areas described in Exhibit “A” to the “Easement” which is not described in Exhibit “A” of this amendment is hereby relinquished and terminated.

The easement and right-of-way hereby granted is situate in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" and depicted in Exhibit "A-1", attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, said easement and right-of-way, unto the Grantee and unto its successors and assigns forever.

It is understood and agreed that the maintenance of the easement hereinabove referred to is the responsibility of the Grantor, its successors and assigns.

This is a non-exclusive Grant of Easement and to the extent that other uses do not interfere with the use of said easement by Grantee as permitted herein, Grantor, its successors and assigns, shall be permitted to use the same for any purpose they may desire.

The covenants and agreements herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

IN WITNESS WHEREOF, the Grantor hereto has executed this Grant of Easement the day and year first above written.

Hawco Development Company
(Grantor's Name)

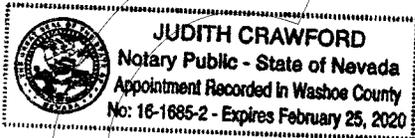
By: [Signature]
Signature

Jesse Haw, President
(Name & Title Printed)

STATE OF NEVADA)
) SS:
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 8, 2018
(Date)

by Jesse Haw
(Name)
as President
(Title)
of Hawco Development Company
(Grantor's Name)



Judith Crawford
NOTARY PUBLIC

Accepted for the County of Washoe,
by and through the Director of Planning & Building

By: [Signature]
Director of Planning & Building

**EXHIBIT A
LEGAL DESCRIPTION FOR
DRAINAGE EASEMENT**

All that certain drainage easement situate within a portion of the Southwest One-Quarter (SW 1/4) of Section Fourteen (14), Township Twenty-One (21) North, Range Twenty (20) East, Mount Diablo Meridian, County of Washoe, State of Nevada, being a portion of Parcel 3 per Parcel Map No. 5257 recorded October 26, 2016 as File No. 4646827 in the Official Records of Washoe County, Nevada, being more particularly described as follows:

COMMENCING at the northerly terminus of the line labeled "S 09°36'01" E 769.72'" on the East boundary of said Parcel 3;

THENCE departing said northerly terminus and along said East boundary, South 09°36'01" East, 32.00 feet to the **POINT OF BEGINNING**;

THENCE continuing along said East boundary, South 09°36'01" East, 54.00 feet;

THENCE departing said East boundary and along the following three (3) courses:

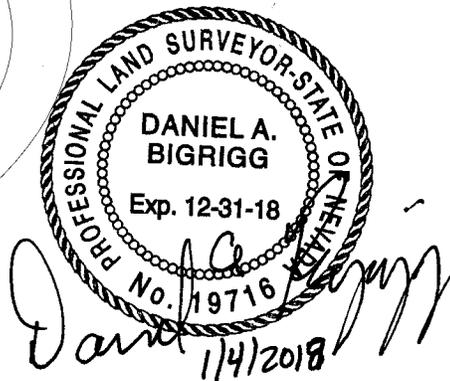
- 1) South 80°23'59" West, 47.71 feet;
- 2) North 09°36'01" West, 54.00 feet;
- 3) North 80°23'59" East, 47.71 feet to the aforementioned East boundary of said Parcel 3 and the **POINT OF BEGINNING**.

Containing 2,576 square feet of land, more or less.

See Exhibit "A-1" attached hereto and made a part hereof.

The Basis of Bearings for this description are identical to said Parcel Map No. 5257.

Prepared by:
Wood Rodgers, Inc.
5440 Reno Corporate Dr.
Reno, NV 89511



Daniel A. Bigrigg, P.L.S.
Nevada Certificate No. 19716

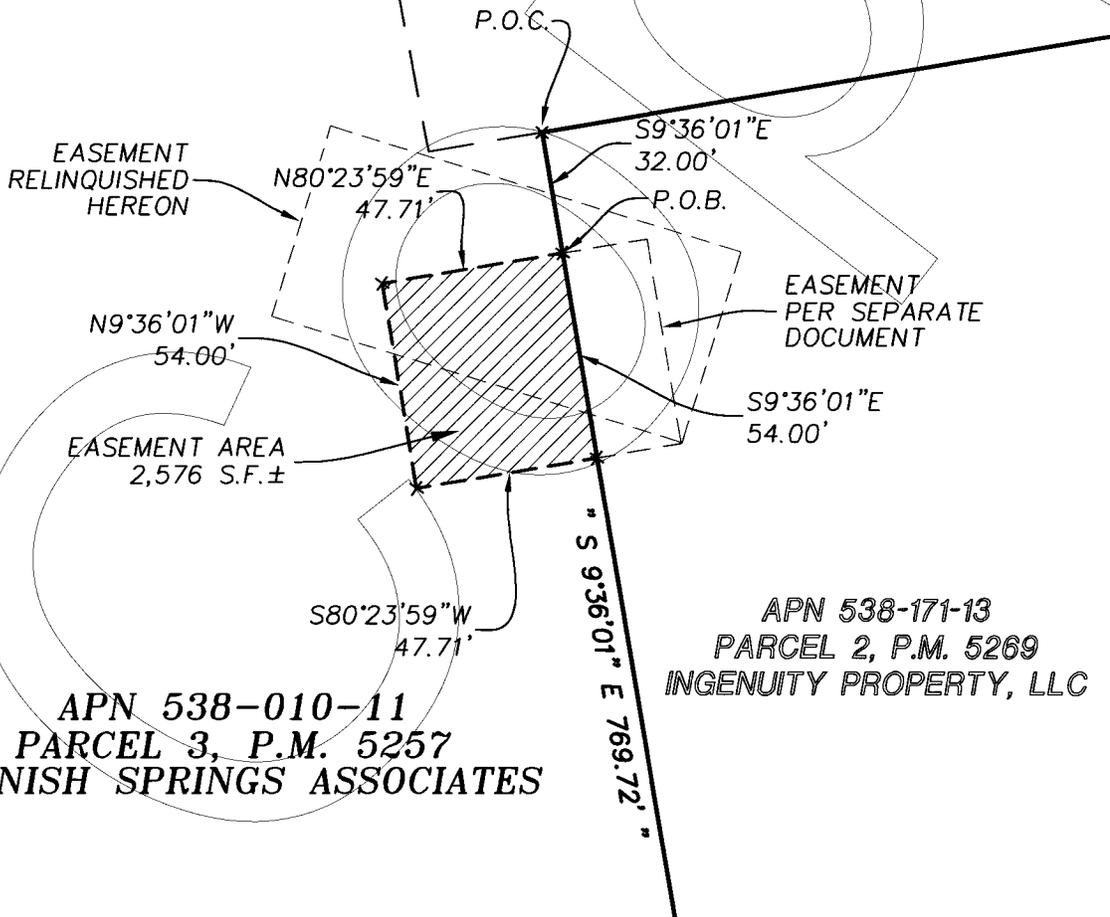
EXHIBIT A-1
PLAT TO ACCOMPANY

PRIVATELY MAINTAINED DRAINAGE EASEMENT
BEING A PORTION OF SW 1/4 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 20 EAST, M.D.M
WASHOE COUNTY NEVADA



1"=50'

APN 538-171-12
PARCEL 1, P.M. 5269
MYSTIC MOUNTAIN, LLC



APN 538-171-13
PARCEL 2, P.M. 5269
INGENUITY PROPERTY, LLC

APN 538-010-11
PARCEL 3, P.M. 5257
SPANISH SPRINGS ASSOCIATES



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Blvd Reno, NV 89502
Tel 775.823.4068 Fax 775.823.4066

JOB NO. 2954.008
SHEET 1 OF 1



WASHOE COUNTY RECORDER

OFFICE OF THE COUNTY RECORDER
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

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

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

Signature

1-12-2018

Date

Walter West

Printed Name

A.P.N: 538-010-11

After Recordation Return To:
Truckee Meadows Water Authority
P.O. Box 30013
Reno, Nevada 89520-3013
Attn: Amanda Duncan, ARWP, Land Agent
TMWA WO# 17-5763



The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

GRANT OF EASEMENT FOR WATER FACILITIES

THIS INDENTURE, made and entered into this 3rd day of May, 2018, by and between **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada limited partnership, (hereinafter referred to as "Grantor"), and **TRUCKEE MEADOWS WATER AUTHORITY**, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 (hereinafter referred to as "Grantee").

RECITALS:

- A. Grantor owns the real property located in the County of Washoe, State of Nevada, more particularly described as APN: 538-010-11 (the "Grantor Property");
- B. Grantee operates a municipal water system in Washoe County;
- C. Grantor desires to grant an easement to Grantee over a portion of the Grantor Property, for the purposes of and on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

///

///

GRANT OF EASEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns, agents, and licensees a permanent and non-exclusive easement and right of way to construct, alter, maintain, inspect, repair, reconstruct, and operate water system facilities, together with the appropriate mains, markers, conduits, pipes, generators, pump stations, valve boxes, meters, fixtures, and any other facilities or appurtenances deemed necessary or convenient by Grantee to provide water service (hereinafter called "Water Facilities"), over, across, upon, under, and through that portion of the Grantor Property more fully described on **Exhibit "A"** and shown on **Exhibit "A-1"** attached hereto and made a part hereof (the "Easement Area").

2. Access. Grantee shall have at all times ingress and egress to the Easement Area, including over the Grantor Property to the extent necessary, for the purposes set forth above.

3. Hold Harmless. Subject to the limitation of NRS Chapter 41 and Paragraph 4 below, Grantee shall be responsible for any loss, damage or injury suffered or sustained by Grantor for any damage to the personal property or improvements located on the Grantor Property, to the extent directly caused by any negligent act or omission of Grantee in constructing, maintaining, and operating the Water Facilities in the Easement Area.

4. No Interference. Grantor shall not, without Grantee's prior written consent (which consent shall not be unreasonably withheld), plant, erect or construct, nor permit to be planted, erected or constructed, within the Easement Area, any shrubs, trees, buildings, fences, structures, or any other improvement or obstruction which in the reasonable judgment of Grantee interferes with Grantee's access to and use of the Easement Area for the intended purposes, nor shall Grantor engage in or permit any activity to occur within the Easement Area which in the reasonable judgment of Grantee is inconsistent with Grantee's use of the Easement Area.

Notwithstanding the foregoing, Grantor may install or construct asphalt paving or standard concrete for purposes of providing parking within the Easement Area with Grantee's consent, which shall not be unreasonably withheld. Except as to landscaping, pavement or concrete otherwise permitted by Grantee pursuant to this Section, Grantee shall have the right, without payment, liability or notice to Grantor, to remove or clear any and all buildings, fences, structures, paving, combustible materials, trees, brush, debris, or any other obstruction from the Easement Area, which in the reasonable judgment of Grantee may interfere with or endanger Grantee's access to or use of the Easement Property or the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of the Water Facilities.

5. Reimbursement for Grantor Breach. Grantor shall reimburse Grantee for the reasonable costs incurred by Grantee as a result of Grantor's breach of any covenant of Grantor set forth herein.

6. Relocation of Easement Area and Water Facilities. Grantor may, at any time, request the relocation of the Easement Area and Water Facilities to a new location on the Grantor Property, and Grantee agrees to perform such relocation provided (i) such new location is suitable to Grantee for Grantee's intended purposes; (ii) Grantor convey to Grantee an equivalent easement in the new location; and (iii) Grantor pay for all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the relocation of the Water Facilities, whether on or off the Grantor Property, including design costs and retirement of existing facilities.

7. Grantor Warranties. Grantor warrants and represents to Grantee as follows:

a. Title to Grantor's Property. Grantor owns fee title to Grantor's Property and the Easement Area and there are no prior encumbrances, liens, restrictions, covenants or conditions applicable to the Easement Area which will frustrate or make impossible the purposes of the easements granted herein.

b. Authority. The person(s) signing this Easement on behalf of Grantor is duly authorized to so sign and has the full power and authority to bind Grantor, to sell and convey the Easement Area to Grantee, and to enter into and perform the obligations hereunder.

c. Defects. Grantor has no knowledge of any defects or conditions of the Easement Area or Grantor's Property which would impair Grantee's ability to enjoy the use and purpose of this Easement.

d. Legal Access. Legal and sufficient access to this Grant of Easement exists through either the access easement granted hereunder, another easement transferred to Grantee or from a public road.

e. Contracts or Leases. There are no leases, licenses, permits or other contracts with third parties which affect any portion of the Easement Area.

f. Pending Litigation. Grantor is not aware of any pending or threatened litigation or regulatory actions regarding the Easement Area and the Easement Area is not subject to any foreclosure or deed in lieu of foreclosure.

EXHIBIT "A"

DESCRIPTION
WATERLINE EASEMENTS

Easements situate within the SW1/4 of Section 14, T21N, R20E, MDM, Washoe County, Nevada, being portions of Parcel 3 of the 20th Parcel Map for Spanish Springs Associates Limited Partnership, as shown on the plat thereof, recorded October 26, 2016 as Parcel Map 5257, File No. 4646827, Official Records of Washoe County, Nevada; described as follows:

EASEMENT 1:

An easement, twenty (20) feet in width, the centerline of which is more particularly described as follows:

Commencing at the most southerly corner of said Parcel 3, said point being on the northeasterly line of Ingenuity Avenue;

thence along the southwesterly line of said Parcel 3, and said northeasterly line of Ingenuity Avenue the following two (2) courses and distances:

on the arc of a 472.00 foot radius curve to the right from a tangent bearing N 36°46'09" E through a central angle of 03°16'33" a distance of 26.99 feet;

N 33°29'36" W, 30.48 feet to the Point of Beginning;

thence N 56°30'24" E, 24.41 feet;

thence N 47°50'31" E, 77.54 feet;

thence S 87°09'29" E, 12.22 feet to a point on the northwesterly line of that existing thirty-five (35) foot wide easement granted to the Truckee Meadows Water Authority by said Parcel Map 5257, the point of ending.

The sidelines of said easement are extended or truncated as to terminate on the said southwesterly line of Parcel 3, and the northwesterly line of said existing thirty-five (35) foot wide easement granted to the Truckee Meadows Water Authority.

EASEMENT 2:

An easement, ten (10) feet in width, the northwesterly line of which is coincident with the southeasterly line of that existing thirty-five (35) foot wide easement granted to the Truckee Meadows Water Authority by said Parcel Map 5257; bounded by the boundary of said Parcel 3, and lying north of the following described line:

Commencing at the most easterly corner of said Parcel 3, said point also being the most northerly corner of Parcel 1 of said Parcel Map 5257;

thence along the line common to said Parcels 1 and 3, S 45°24'07" W, 373.73 feet to the Point of Beginning;

thence N 87°09'29" W, 8.52 feet to a point on the northwesterly line of said existing thirty-five (35) foot wide easement granted to the Truckee Meadows Water Authority by Parcel Map 5257, the point of ending.

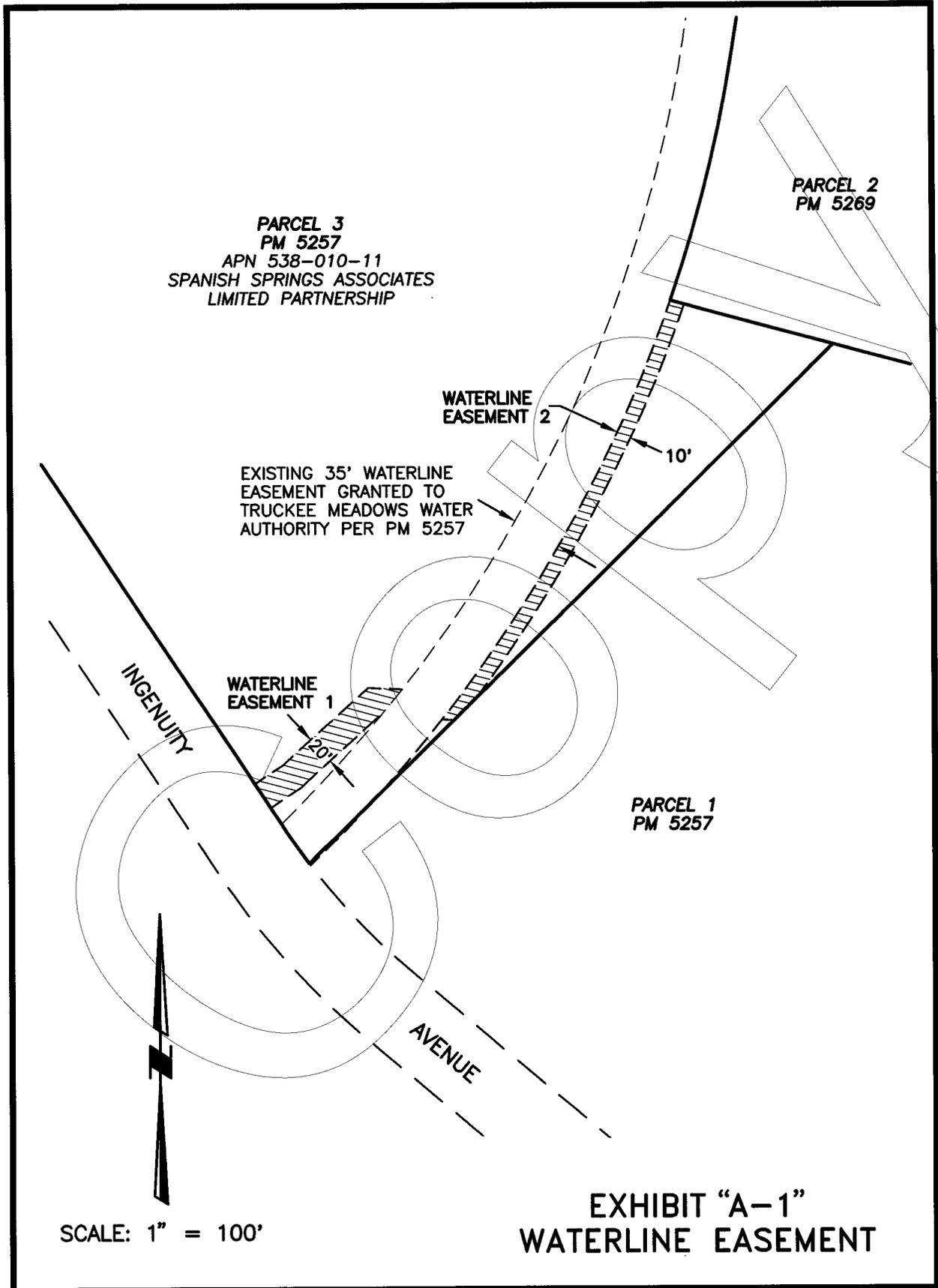
Basis of bearings is the Nevada State Plane Coordinate System, West Zone Grid, NAD83/94, per Parcel Map 5257.



4/26/18

C and M Engineering
5488 Reno Corporate Drive, Suite 200B
Reno, NV 89511

COPY



PARCEL 3
PM 5257
APN 538-010-11
SPANISH SPRINGS ASSOCIATES
LIMITED PARTNERSHIP

PARCEL 2
PM 5269

**WATERLINE
EASEMENT 2**

10'

EXISTING 35' WATERLINE
EASEMENT GRANTED TO
TRUCKEE MEADOWS WATER
AUTHORITY PER PM 5257

**WATERLINE
EASEMENT 1**

20'

INGENUITY

PARCEL 1
PM 5257

AVENUE

SCALE: 1" = 100'

EXHIBIT "A-1"
WATERLINE EASEMENT



WASHOE COUNTY RECORDER

OFFICE OF THE COUNTY RECORDER
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 1130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

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

A handwritten signature in cursive script, appearing to read "Amanda Duncan".

Signature

5/4/18

Date

Amanda Duncan

Printed Name

WHEN RECORDED, RETURN TO:

SSBC Owners Association
c/o Robert M. Sader, Esq.
8600 Technology Way, Suite 101
Reno, NV 89521



APN: Portion of 538-010-11

Recorder Affirmation Statement: The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030)(2)).

COMMON AREA USE AND MAINTENANCE EASEMENT
(Western Addition Channel)

THIS GRANT OF EASEMENT is made by **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada limited partnership, hereinafter referred to as "Grantor"; to **SSBC OWNERS ASSOCIATION**, a Nevada nonprofit corporation, and its successors and assigns, hereinafter referred to as "Grantee".

WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantee a permanent easement for the purpose of use, operation, construction, repair and maintenance of surface water drainage facilities (e.g., channels, ditches, pipes, headwalls, culverts) as common area (as defined in that certain Declaration Of Covenants, Conditions And Restrictions For Spanish Springs Business Center recorded on November 5, 1999 as Document No. 2395858 in the office of the Recorder of Washoe County, Nevada) upon, over, across, under and through the land herein described, together with the perpetual right to enter upon said land to use, construct, maintain and repair said common area.

The easement granted hereby is located in the County of Washoe, State of Nevada, and is more particularly described on Exhibit "A", attached hereto, (the "Channel"). Grantor and

Grantee acknowledge and agree that all improvements constructed within the easement area are the sole property of Grantee.

The following additional provisions shall apply.

1. Grantee shall construct the Channel improvements on or before December 27, 2018.
2. Grantee shall be solely liable and responsible for repair and maintenance of the Channel after its improvements are constructed.
3. In the event Grantor conveys the real property of which the Channel is a part to a third party purchaser ("TPP") prior to completion of construction of Channel improvements, Grantor and Grantee agree: (i) to indemnify, defend and hold harmless the TPP from all liability and claims arising from construction of Channel improvements; (ii) to name the TPP as an additional insured on their liability insurance policies; (iii) if prior to August 29, 2020 the TPP subdivides the Channel into a separate legal parcel, Grantee shall accept conveyance of the Channel by grant, bargain and sale deed to Grantee, provided that said conveyance shall be at no charge to Grantee; and (iv) Grantee shall remove no soils excavated by Channel construction from the TPP's property, but instead shall stockpile the excavated soils at a location of the TPP's choice on said property.

This is a nonexclusive grant of easement and to the extent that other uses do not interfere with the use of this easement by Grantee as permitted herein, Grantor, its successors and assigns, shall be permitted to use the same for any purpose it may desire. In the event that Washoe County agrees to accept dedication of the easement area, upon fee title conveyance thereof to Washoe County, the real property and all improvements shall be transferred to Washoe County and this easement shall be terminated.

The covenants and agreement herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and are covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

TO HAVE AND TO HOLD, said easement unto the Grantee and unto its successors and assigns forever.

IN WITNESS WHEREOF Grantor hereto has executed this Grant of Easement the day and year written below.

GRANTEE:

SSBC OWNERS ASSOCIATION,
a Nevada nonprofit corporation

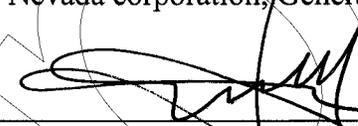
By: 
JESSE HAW, President

Date: 7-27-18

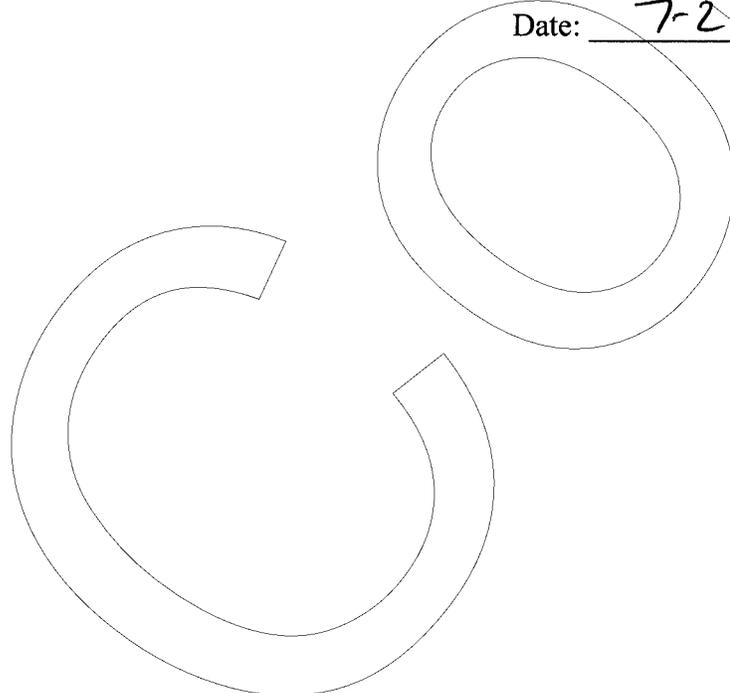
GRANTOR:

**SPANISH SPRINGS ASSOCIATES
LIMITED PARTNERSHIP,** a Nevada
limited partnership

By: Hawco Development Company,
a Nevada corporation, General Partner

By: 
JESSE HAW, President

Date: 7-27-18

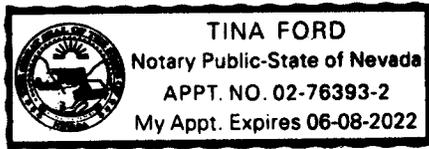


STATE OF NEVADA)

) ss.

COUNTY OF WASHOE)

This instrument was acknowledged before me on July 27, 2018, by JESSE HAW as President of HAWCO DEVELOPMENT COMPANY, a Nevada corporation, as General Partner of SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership.



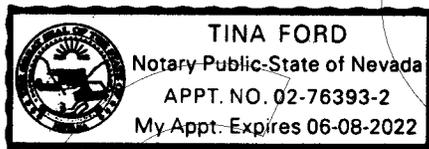
Tina Ford
Notary

STATE OF NEVADA)

) ss.

COUNTY OF WASHOE)

This instrument was acknowledged before me on July 27, 2018, by JESSE HAW as President of SSBC OWNERS ASSOCIATION, a Nevada nonprofit corporation.



Tina Ford
Notary

EXHIBIT "A"

DESCRIPTION
DRAINAGE EASEMENT

An easement situate within the SW1/4 of Section 14, T21N, R20E, MDM, Washoe County, Nevada, being a portion of Parcel 3 of the 20th Parcel Map for Spanish Springs Associates Limited Partnership, recorded on October 26, 2016, as Parcel Map 5257, File No. 4646827, Official Records of Washoe County, Nevada; more particularly described as follows:

Beginning at the most southerly corner of said Parcel 3, said point being on the northeasterly line of Ingenuity Avenue;
 thence along the southeasterly line of said Parcel 3 N 45°24'07" E, 67.34 feet to a point on the southeasterly line of that thirty (30) foot wide sanitary sewer easement granted to Washoe County per instrument recorded on July 27, 2001 as Document No. 2578900; Official Records of Washoe County, Nevada;
 thence along the southeasterly line of said sanitary sewer easement on the arc of a 1017.00 foot radius curve to the left from a tangent bearing N 42°13'00" E through a central angle of 22°50'18" a distance of 405.38 feet to a point on the easterly line of said Parcel 3;
 thence along said easterly line of Parcel 3 the following six (6) courses and distances:
 continuing along the arc of said 1017.00 foot radius curve to the left through a central angle of 28°58'43" a distance of 514.37 feet;
 N 09°36'01" W, 769.72 feet; S 80°23'59" W, 30.00 feet; N 10°58'13" W, 434.87 feet;
 N 13°32'44" W, 89.86 feet; N 20°55'27" W, 118.10 feet to the most northerly corner of said Parcel 3;
 thence along the northwesterly line of said Parcel 3 S 56°30'24" W, 61.47 feet;
 thence S 20°55'27" E, 100.85 feet;
 thence S 13°32'44" E, 84.64 feet;
 thence S 10°58'13" E, 522.11 feet;
 thence S 09°36'01" E, 679.72 feet;
 thence along the arc of a 929.14 foot radius curve to the right through a central angle of 49°05'50" a distance of 796.19 feet;
 thence S 50°30'11" E, 57.86 feet to a point on the northwesterly line of said thirty (30) foot wide sanitary sewer easement granted to Washoe County per Document No. 2578900;
 thence along said northwesterly line on the arc of a non-tangent 987.00 foot radius curve to the right from a tangent bearing S 39°29'49" W through a central angle of 06°15'17" a distance of 107.75 feet to a point on the said northeasterly line of Ingenuity Avenue;
 thence along said northeasterly line the following two (2) courses and distances:
 S 33°29'36" E, 1.87 feet;
 on the arc of a 472.00 foot radius curve to the left through a central angle of 03°16'33" a distance of 26.99 feet to the point of beginning.

Basis of bearings is the Nevada State Plane Coordinate System, West Zone Grid, NAD83/94, per Parcel Map 5257.

