VERDI FIRE WATER FEASIBILITY REPORT

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT



WASHOE COUNTY, NV
June 2018

PREPARED BY:



DYER ENGINEERING CONSULTANTS, INC. 9160 DOUBLE DIAMOND PKWY STE. A RENO, NV 89521 (775) 852-1440



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Introduction

This document includes Dyer Engineering Consultants (DEC) analysis and feasibility in the Verdi Area to explore potential sites for development of a new volunteer fire station for Truckee Meadows Fire Protection District (TMFPD). The focus of this feasibility study has been narrowed down to two parcels, APN's 038-060-43 and 038-060-12, in Washoe County, Nevada.

Development feasibility topics to include:

- Utility research and capacities analysis,
- Conceptual grading, maps, access and site plans, and
- Zoning and development code

Fire Station Alternatives Alternative #1- Hab Drive

The first alternative is located at 0 Hab Drive, APN 038-060-12, reference Figure 1below. This parcel is owned by NV Energy. Preliminary discussions have been held with NV Energy to discuss potential sale of the parcel to TMFPD. NV Energy is open to selling to TMFPD within the next 2-3 years (contact: Jay Tubbs 602-361-4336, JTubbs@nvenergy.com). This parcel has sufficient size (+/-3.1 acres) and mild grades (drops +/- 10 across +/-400 feet, with average slope of 2.5%), making it the prime focus of this feasibility study in meeting the needs required by TMFPD.



Figure 1: Hab Drive Vicinity Map

Sanitary Sewer and Storm Drain

Washoe County does not maintain utilities in the Hab Drive area (see Appendix A for utility confirmation email). For this site there will need to be a septic tank and leach field to provide sewer service to the proposed facility. This type of sanitary sewer system, to serve a commercial facility, requires septic and discharge permitting through the Nevada Department of Environmental Protection (NDEP). A percolation test will need to be completed in conjunction with a geotechnical investigation to verify the leach field location.

Storm water will include on-site detention to mitigate increased peak flows caused by development of the property, with outlet into the nearby drainage which currently crosses the parcel near the north/northeast portion of the site. Current drainage patterns for the site flow in this direction - this would pattern would be maintained in the developed condition.

Water

Truckee Meadows Water Authority (TMWA) will be extending a new 18-inch water main from the east side of the Truckee River along US-40 up to Hab Drive. Timing on the completion of this project will depend on TMWA's ability to obtain an easement to use the existing casing to cross the Truckee River. If the easement is obtained quickly, the project will complete construction by the end of 2018. If not, the project will push into 2019. The location of the water main extension to Hab Drive is shown below.

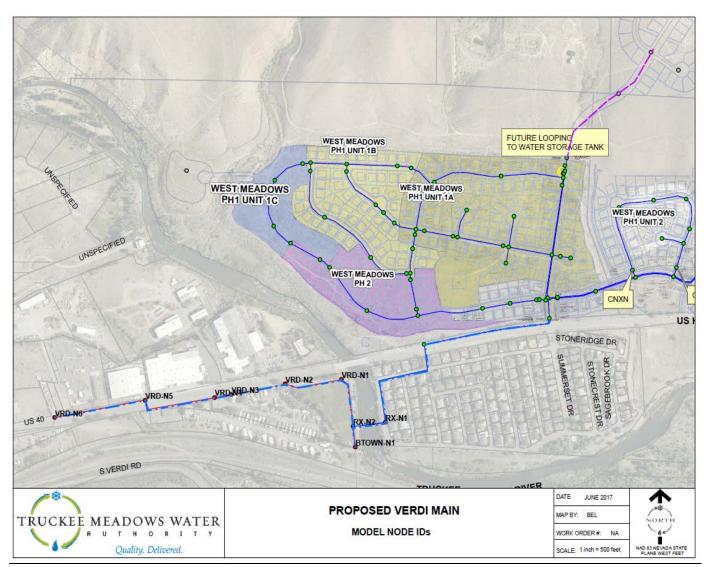


Figure 2: Proposed Verdie Water Main Existing and Future Extension

Electrical and Gas

NV Energy has confirmed (see Appendix B for utility confirmation email) there is access to both electrical and gas utilities at the Hab Drive location. Connection at this site should be a straightforward process to connect. The utility design administrator will need to be contacted when design is underway and service connection is needed. Map in Figure 3 below was provided by NV Energy; however, it does not show the locations due to overhead facilities.

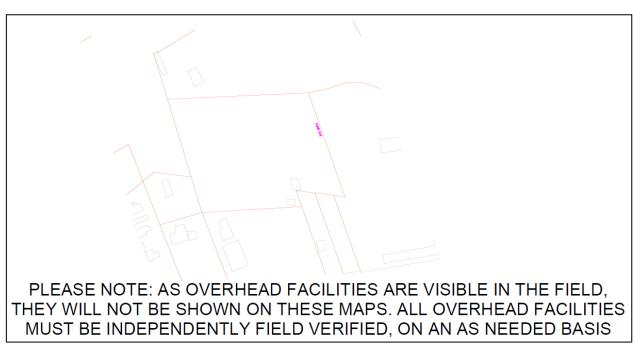


Figure 3: NV Energy Existing Utility Map at Hab Drive

The three-phase electrical source requires a new transformer as the existing one is undersized, and the secondary wire that runs to Burkhardt's parcel will have to be re-routed. It is believed the exiting pole line on TMWA's property next door is in an existing easement and can be confirmed. The gas line will need a new tap from the highway and an easement will need to be obtained across the adjacent parcel. It is recommended that discussions with the neighboring parcel owners are held, as needed, to confirm they are willing to grant the easement(s) necessary to serve the site.

Data

Charter communications has utilities within the proposed project area. Connections to the existing utility are possible. The map below in Figure 4 was provided by Charter to show the utility locations.

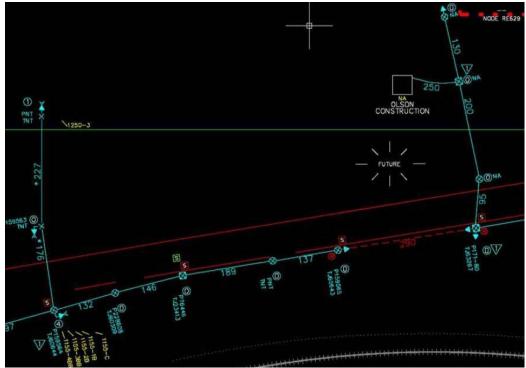


Figure 4: Charter Communications Existing Utility Map at Hab Drive

Other Telecommunications and Data

Per the USA North database, both MCI and Zayo may have fiber or other data/telecommunications near the site. Response has not been received from neither MCI nor Zayo to confirm the location and/or accessibility of their potential utilities. Further investigation is required in the future if this site is to be developed.

Access and Conceptual Site Plan

The proposed project site has limited slope (+/- 2.5%) for minimum cuts and fills and is sufficiently sized (+/- 3.1 acres) for a volunteer fire station (and possible shared facility with REMSA). A variety of site layouts are feasible for this parcel; however, a specific site plan concept has not been designed as part of this investigation. If there are any concerns with the ability to achieve turning radius, driveway lengths, parking, or other desired features, a conceptual site plan could be developed. At this time, there is no concern on the ability to create a suitable site plan for this parcel.

Access to the site is by Hab Drive off nearby US-40. Hab drive is partially improved/paved, and portions to the north near the site is unpaved/gravel road. Hab drive will require improvements including new paving, striping, signage, and signalization, as-needed, to serve the site. Some of these improvements will encroach into the US-40 right-of-way and will require permitting through NDOT. There are existing access (60' wide roadway) and utility easements along Hab Drive that will carry with the sale of the parcel (Reference Appendix D – NV Energy Title Report and Easement Documents). It is recommended that discussions be held with the parcel owner to the east (APN 038-060-31 – Alpine Bear Creek Equipment) to communicate the intent to further develop Hab Drive within the access easement limits, and if there any concerns with the proposed development/use of the site.

Environmental

Due to this site being historically owned by NV Energy with most recent use as a lay down yard, it is recommended that a Phase 1 Environmental Assessment be performed prior to purchase and/or development. There are no known past developments on the parcel; however, this is not confirmed. NV Energy has owned the parcel for many decades and it has potentially seen various uses by the utility.

Flood Zone

Per the FEMA FIRM Map 32031C3013G (see Appendix C), the parcel is located within Unshaded Zone X, which is an area of minimal hazard and above the 500-year flood level. Therefore, there are no concerns regarding flooding for this site.

Geotechnical

A geotechnical investigation was not performed as part of this investigation. It is recommended that one be conducted in the future prior to going forward with a purchase of the parcel. A soils report will confirm that soils are suitable for development without undue cost due to potentially highly expansive soils that would require major over-excavation and/or excessively costly building foundation designs.

Hab Drive Project Statistics – Zoning and Development Code

APN: 038-060-12 Parcel Size: 3.14 acres Zoning: Industrial (I)

Overlay Districts: The parcel falls within the Cooperative Planning Area Overlay (City of Reno), requiring comments

by the City of Reno staff, if any entitlements are processed through Washoe County.

Master Plan: Industrial Area Plan: Verdi Area Plan

Zoning:

<u>Industrial Regulatory Zone.</u> The Industrial (I) Regulatory Zone is intended to create and preserve areas for high intensity activities such as manufacturing, warehousing, mining and construction. The Industrial category is intended to create an environment in which industrial operations may be conducted with minimal impact on the natural environment and surrounding land uses. The minimum lot area for this regulatory zone is ten thousand (10,000) square feet, unless the provisions of Section 110.106.25(c) are met.

Height/Lot sizes/setbacks:

Density/Intensity Standards											
	HDU	GC	NC	тс	ı	PSP	PR	os	GR	GRA	
Dwelling Unit Per Acre (du/ac)	42c	n/a	5	n/a	n/a	n/a	n/a	n/a	0.025	0.025	
Height (feet)	70	80	60	45	65	65	65	n/a	35	35	

Churches, schools and public buildings may exceed the height limits subject to the approval of a special use permit.

Lot Size										
	HDU	GC	NC	тс	ı	PSP	PR	os	GR	GRA
Minimum Lot Area (1,000's of sq. ft. unless otherwise indicated)	8f	10	10	10	10	n/a	n/a	n/a	40ac	40ac
Minimum Lot Width (feet)	60	75	75	100	100	100	n/a	n/a	660	660

Yard and Setback Dimensions											
	HDU GC NC TC I PSP PR OS GR GI										
Front Yard (feet)	20	10	15	20	15	20	20	n/a	30	30	
Side Yards (feet)	5	10	15	10	10	15	15	n/a	50	50	
Rear Yard (feet)	20	10	20	10	15	20	20	n/a	30	30	

Permitted Uses:

Safety Services are defined as public safety and emergency services, including police and fire protection services, and emergency medical and ambulance services. Safety services require approval of a special use permit and approval by the Board of Adjustments.

TABLE OF USES (Civic Use Types) (See Sections 110.302.10 and 110.302.15 for explanation)

Civic Use Types (Section 110.304.20)	LDR	MDR	HDR	LDS/ LDS 2	MDS/ MDS 4	HDS	LDU	MDU	HDU	GC	NC	тс	ı	PSP	PR	os	GR	GRA
Administrative Services				-	-		Р	Р	Р	Α	Α	Α	Α	Α	Р		-	
Child Care																		
Family Daycare	Α	Α	Α	Α	Α	Α	Α	Α	Α		Р						-	Α
Large-Family Daycare	s ₂	S ₂	s ₂	s_2	S ₂		S ₂				1	-	Р	S ₂				
Child Daycare	S ₂	Р	Р	Р	Р	Р	S ₂		S ₂									
Community Center					-		Р	Р	Р	Α	S ₂	Α		Α	Α			
Community Garden	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α
Convalescent Services		-	1	S ₂	S ₂	s ₂	Р	Р	Р	Р	s ₂	-	-	Р	1	-	1	
Cultural and Library Services	S ₂	Α	Α	Α	Α	Α		Α	Α		Α	S ₂						
Education	S ₂		S ₂	S ₂		S ₂	S ₂											
Group Care Facility	S ₂	Р	Р				-		S ₂									
Hospital Services	-	-	1	1	1		-	-		Α	S ₂	1		Α	1	1	ı	S ₂
Major Services and Utilities														I I				
Utility Services	S ₂																	
Major Public Facilities			1	1	-					S ₂		S ₂	S ₂	S ₂	S ₂		S ₂	
Nature Center			1	1	1		-	-		S ₂		s ₂		<u>-</u>	s ₂	-	S ₂	
Parks and Recreation																		
Active Recreation	PR	Α	Α		PR	S ₂												
Passive Recreation	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α
Postal Services			-	1	-		Р	Р	Р	Α	Α	Α	Α	Α	-		-	
Public Parking Services			-	-				Α	Α	Α	Α	Α	Α	Α			-	
Public Service Yard			1	1	1			-					Α	s ₂	1	1	S ₂	Α
Religious Assembly	S ₂	Р	Р	Р	Р	Р	Р		S ₂	Α								
Safety Services	S ₂		S ₂															

Key: — = Not allowed; A = Allowed; P = Administrative Permit; PR = Park Commission Approval pursuant to Section 110.104.40(c); S₁ = Planning Commission Special Use Permit; S₂ = Board of Adjustment Special Use Permit



Parking Requirements:

Safety service uses require one parking stall per employee during the peak employment shift.

OFF-STREET PARKING SPACE REQUIREMENTS (Civic Use Types) (See Section 110.410.10 for explanation)

Civic Use Types (Section 110.304.20)		Spaces I	Required
	Per 1,000 Square Feet Building Space	Per Employee During Peak Employment Shift	Other
Administrative Services	4		
Child Care			
Child Daycare	1 if assembly hall included	1	1 off-street loading space for every 8 students
Family Daycare			1 in addition to any other required spaces
Large-Family Daycare		1	1 off-street loading space for every 8 students
Community Center	5	1	
Convalescent Services		1	.25 per bed
Cultural and Library Services	3	1	
Education			
College/University		1	.5 per student of driving age
Elementary/Secondary		1	.25 per student of driving age
Group Care		1	.25 per bed
Hospital Services		1	.5 per bed
Major Services and Utilities			
Major Public Facilities		As specified by use permit	
Utility Services		As specified by use permit	
Nature Center		As specified by use permit	
Parks and Recreation			
Active Recreation		1	
Passive Recreation		1	
Postal Services	2	1	
Public Parking Services		1	
Religious Assembly			1 per 3 seats or 72 lineal inches of pew space plus 1 per 300 square feet of additional public space
Safety Services		1	

Landscape Requirements:

- (a) Coverage. A minimum twenty (20) percent of the total developed land area shall be landscaped. Any disturbance to undeveloped portions of a site shall be mitigated.
- (b) Required Yards Adjoining Streets. All required yards which adjoin a public street shall be landscaped and shall include at least one (1) tree for every fifty (50) linear feet of street frontage, or fraction thereof.
- (c) Landscaped Buffers Adjoining Residential Uses. When a civic or commercial use adjoins a residential use, a landscaped buffer is required as follows:

- (1) The buffer shall be the width of the required front, side or rear yard for the entire length of the adjoining common property line; and
- (2) The buffer shall include at least one (1) tree every twenty (20) linear feet of property frontage, or fraction thereof, planted in off-set rows or groupings to achieve maximum screening.
- (d) Screening Adjoining Residential Uses. When a civic or commercial use adjoins a residential use, a solid decorative wall or fence shall be erected along the entire length of the common property line. This wall or fence shall be at least six (6) feet but not more than seven (7) feet in height.

Landscaping Requirements for Parking and Loading Areas:

- (a) At least one (1) tree shall be provided for every ten (10) parking spaces, provided the distance between required trees does not exceed twelve (12) spaces in a row and the trees are evenly distributed throughout the paved area.
- (b) When a parking or loading area adjoins a street, a landscape berm and/or decorative wall or fence shall be provided within all required years adjacent to the parking or loading area, not to exceed three (3) feet.



Figure 5: Vicinity Map, Hab Drive

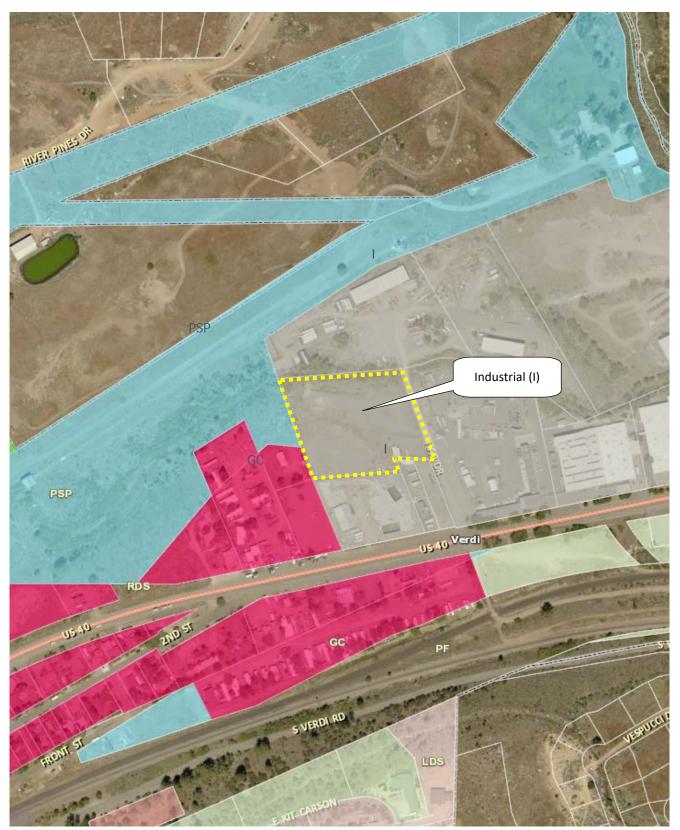


Figure 6: Zoning Map, Hab Drive

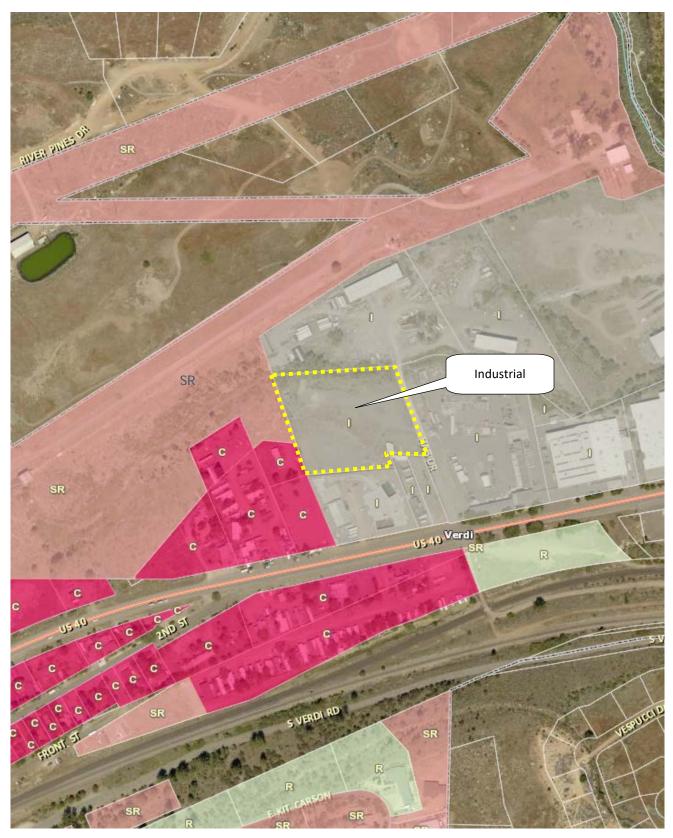


Figure 7: Master Plan Map, Hab Drive

Alternative #2- Bridge Street / US-40

The potential site located at APN 038-060-43 on Bridge Street (but accessed by US-40) will be the second alternative as the site layout is limiting and not ideal to the needs of the TMFPD. For this parcel to be feasible, TMWA (owner of the parcel) and TMFPD would need to come to an agreement to sub-divide a new, smaller parcel (+/- 2 acres) to serve the volunteer fire station. See site map in Figure 8 below. The remainder of the parcel would remain under TMWA's ownership and ongoing use. Due to the irregular shape of the portion of parcel available to sub-divide, and limited access point off US-40 into the potentially new parcel, it would be a challenge to design a suitable site plan layout for a volunteer fire station.

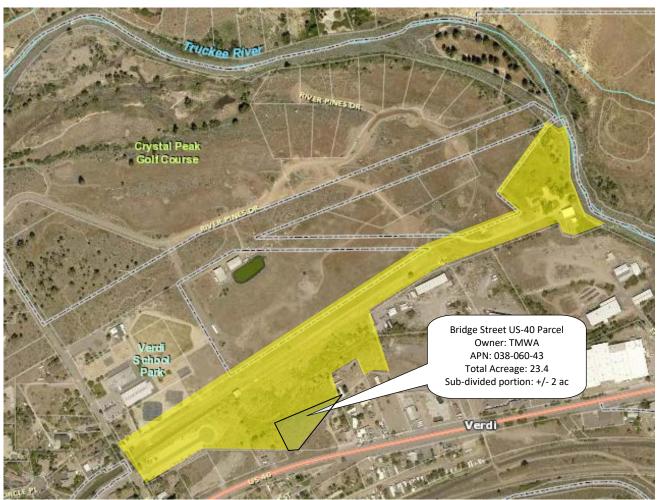


Figure 8: Bridge Street/US-40 Vicinity Map

Additionally, the 18-inch water main will need to be extended to this location beyond the extension plans provided by TMWA. TMWA will be extending the 18" Verdi Water Main down the US-40 up to Hab Drive within the next 1-2 years but will not reach this parcel in TMWA's currently planned 18-inch extension down US-40. TMWA is currently exploring possible extension of the water main up to and across this parcel in partnership with Washoe County School District (WCSD) to serve nearby Verdi Elementary School, which is situated to the north of this parcel. The timing and feasibility of this possible extension is unknown and may not occur. Reference Figure 9 below for concept on this possible future extension.



Figure 9: Bridge Street/US-40 Potential Water Main Extension

Other utilities and engineering analysis for this site have not been completed. The primary focus of this feasibility investigation is the Hab Drive parcel described above. If additional effort is desired to explore this option, more analysis can be performed in the future, as needed. A general summary of standard Zoning and Development code is provided below for reference.

<u>Bridge Street / US-40 Project Statistics – Zoning and Development Code</u>

APN: 038-060-43

Parcel Size: 23.435 acres

Zoning: Public/Semi-Public Facilities (PSP)

Overlay Districts: The parcel falls within the Cooperative Planning Area Overlay (City of Reno), requiring comments

by the City of Reno staff, if any entitlements are processed through Washoe County.

Master Plan: Suburban Residential

Area Plan: Verdi Area Plan

Zoning:

<u>Public/Semi-Public Facilities Regulatory Zone.</u> The Public/Semi-Public Facilities (PSP) Regulatory Zone is intended for public or semi-public facilities such as schools, churches, fire stations, hospitals, civic and community buildings, and utility buildings and facilities. This category includes uses developed either by public or private capital which may be public or may be restricted, as in the case of private clubs, but in both cases, a large number of people use the facility and the use is essentially public in nature. There is no minimum lot area for this regulatory zone.

Height/Lot sizes/setbacks:

Density/Intensity Standards										
	HDU	GC	NC	тс	1	PSP	PR	os	GR	GRA
Dwelling Unit Per Acre (du/ac)	42c	n/a	5	n/a	n/a	n/a	n/a	n/a	0.025	0.025
Height (feet)	70	80	60	45	65	65	65	n/a	35	35

Churches, schools and public buildings may exceed the height limits subject to the approval of a special use permit.

Lot Size										
	HDU	GC	NC	тс	1	PSP	PR	os	GR	GRA
Minimum Lot Area (1,000's of sq. ft. unless otherwise indicated)	8f	10	10	10	10	n/a	n/a	n/a	40ac	40ac
Minimum Lot Width (feet)	60	75	75	100	100	100	n/a	n/a	660	660

Yard and Setback Dimensions												
	HDU GC NC TC I PSP PR OS GR GRA											
Front Yard (feet)	20	10	15	20	15	20	20	n/a	30	30		
Side Yards (feet)	5	10	15	10	10	15	15	n/a	50	50		
Rear Yard (feet)	20	10	20	10	15	20	20	n/a	30	30		

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Child Care																		
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Child Daycare	S ₂	Р	Р	Ρ	Р	Р	S ₂	1	S ₂									
Community Center							Р	Р	Р	Α	S ₂	Α		Α	Α	1		
Community Garden	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α
Convalescent Services		-	1	S ₂	S ₂	s ₂	Р	Р	Р	Р	s ₂	1		Р		1	1	
Cultural and Library Services	S ₂	Α	Α	Α	Α	Α		Α	Α	1	Α	S ₂						
Education	S ₂		s ₂	S ₂	1	S ₂	s ₂											
Group Care Facility	S ₂	Р	Р	1				1	S ₂									
Hospital Services	-	-	1	-	-		-			Α	S ₂	1		Α	ı	1	ı	S ₂
Major Services and Utilities																		
Utility Services	S ₂	s_2	s ₂	S ₂	S ₂													
Major Public Facilities			1							S ₂		S ₂	S ₂	s_2	S ₂	1	S ₂	
Nature Center			1				-			S ₂		S ₂			s_2	ı	S ₂	
Parks and Recreation																		
Active Recreation	PR	Α	Α		PR	S ₂												
Passive Recreation	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α
Postal Services			-				Р	Р	Р	Α	Α	Α	Α	Α		1	-	
Public Parking Services			-					Α	Α	Α	Α	Α	Α	Α	-	1	-	
Public Service Yard													Α	s ₂		1	s ₂	Α
Religious Assembly	s ₂	Р	Р	<u>P</u>	Р	Р	Р	ı	S ₂	Α								
Safety Services	S ₂		S ₂															

Key: — = Not allowed; A = Allowed; P = Administrative Permit; PR = Park Commission Approval pursuant to Section 110.104.40(c); S₁ = Planning Commission Special Use Permit; S₂ = Board of Adjustment Special Use Permit

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Utility Services		As specified by use permit	
Nature Center		As specified by use permit	
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Active Recreation		1	
Passive Recreation		1	
Postal Services	2	1	
Public Parking Services		1	
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Safety Services		1	

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- (b) Required Yards Adjoining Streets. All required yards which adjoin a public street shall be landscaped and shall include at least one (1) tree for every fifty (50) linear feet of street frontage, or fraction thereof.
- (c) Landscaped Buffers Adjoining Residential Uses. When a civic or commercial use adjoins a residential use, a landscaped buffer is required as follows:
 - (1) The buffer shall be the width of the required front, side or rear yard for the entire length of the adjoining common property line; and
 - (2) The buffer shall include at least one (1) tree every twenty (20) linear feet of property frontage, or fraction thereof, planted in off-set rows or groupings to achieve maximum screening.
- (d) Screening Adjoining Residential Uses. When a civic or commercial use adjoins a residential use, a solid decorative wall or fence shall be erected along the entire length of the common property line. This wall or fence shall be at least six (6) feet but not more than seven (7) feet in height.

Landscaping Requirements for Parking and Loading Areas:

- (a) At least one (1) tree shall be provided for every ten (10) parking spaces, provided the distance between required trees does not exceed twelve (12) spaces in a row and the trees are evenly distributed throughout the paved area.
- (b) When a parking or loading area adjoins a street, a landscape berm and/or decorative wall or fence shall be provided within all required years adjacent to the parking or loading area, not to exceed three (3) feet.

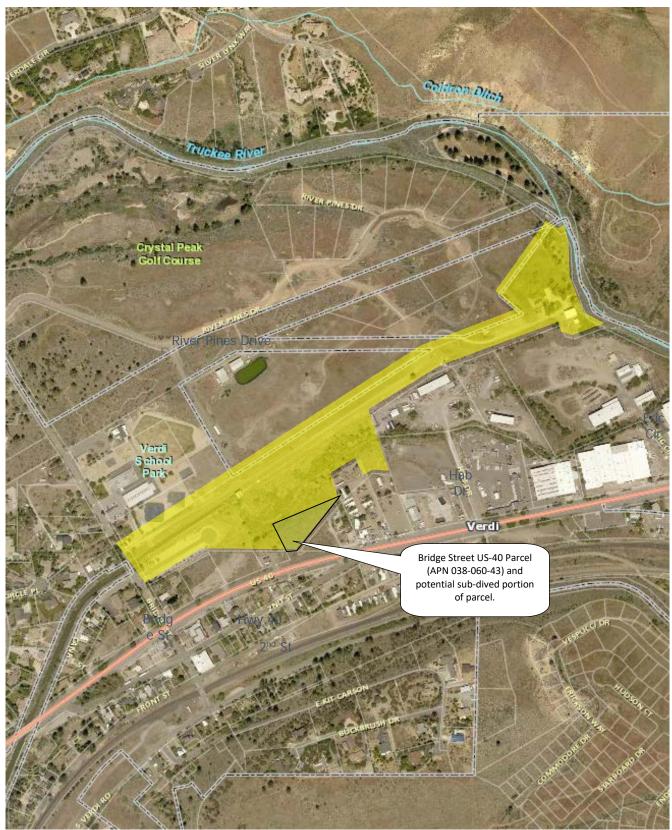


Figure 10: Bridge Street/US-40 Vicinity Map

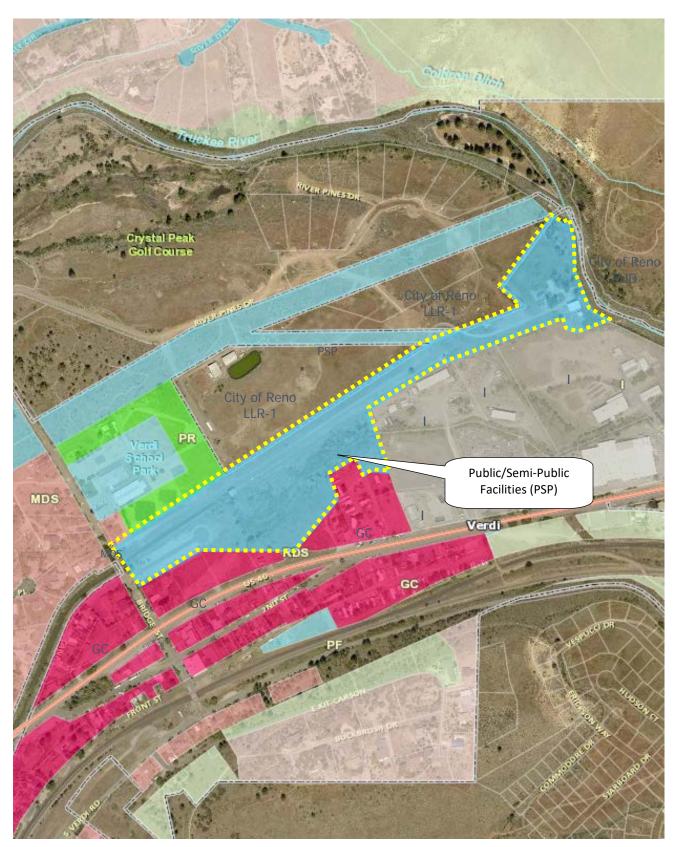


Figure 11: Bridge Street/US-40 Zoning Map

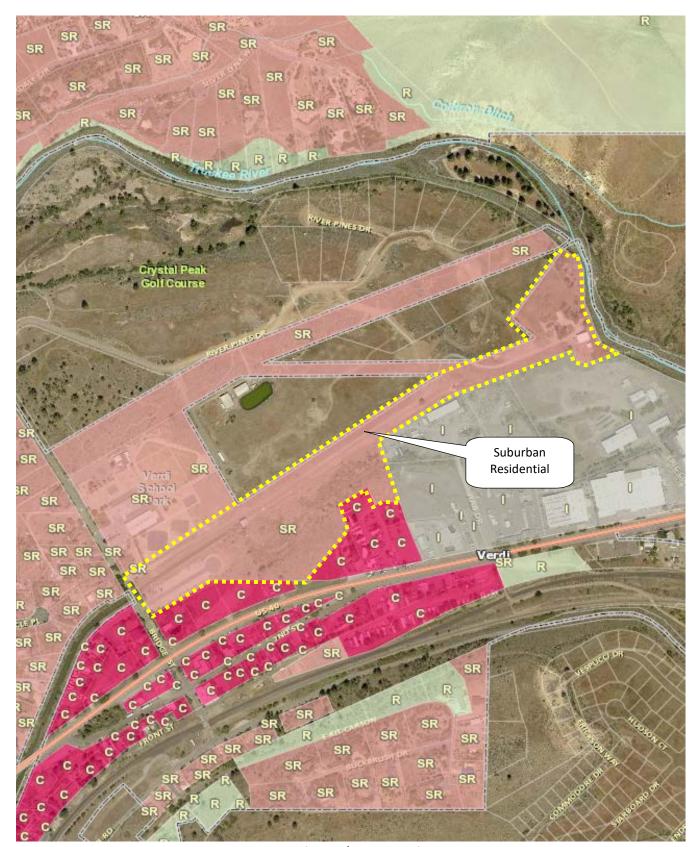


Figure 12: Bridge Drive/US-40 Master Plan Map



Appendix A

Washoe County Utility Confirmation Email

5/14/2018

Dyer Engineering Mail - Re: Utility Information Request



Ashley Elson <aelson@dyerengineering.com>

Re: Utility Information Request

1 message

Ashley Elson <aelson@dyerengineering.com> To: "Warner, Rick" <RWarner@washoecounty.us>

Tue. Apr 24, 2018 at 4:36 PM

Thank You Rick

Ashley H. Elson P.E. Project Engineer



Dyer Engineering Consultants, Inc. 9160 Double Diamond Pkwy, Ste. A Reno, NV 89521 (775) 432-6789 Direct (775) 233-1752 Cell www.dverengineering.com

On Tue, Apr 24, 2018 at 4:15 PM, Warner, Rick <RWarner@washoecounty.us> wrote:

Thanks Ashley for the opportunity to review.

Washoe County does not maintain utilities within this vicinity.

Thank you, Rick Warner

From: Ashley Elson [mailto:aelson@dyerengineering.com]
Sent: Tuesday, April 24, 2018 4:06 PM
To: Warner, Rick

Subject: Utility Information Request

Dear Mr. Warner.

We are working on a design project at 0 Hab Dr., Verdi, NV 89439. We have completed a design inquiry through USA North, and your company was listed as a USA North member who may have underground facilities within our work area. I have attached an aerial image showing the project location and boundary. Our design will be new construction at site, APN 038-060-12. Any information you can provide on locations, depths, sizes and capacities of your facilities in these areas would be greatly appreciated.

Regards,

Ashley H. Elson P.E.

Project Engineer



Dyer Engineering Consultants, Inc.

9160 Double Diamond Pkwy, Ste. A

Reno, NV 89521

(775) 432-6789 Direct

(775) 233-1752 Cell

www.dyerenglneering.com



Appendix B NV Energy Utility Confirmation Email

Subject: FW: Verdi Parcel

To: Lonnie Johnson < jjohnson@dyerengineering.com>

Lonnie,

Below is a short summary of our current understanding of the electrical and gas access to the Verdi parcel. Jeff Cunningham's direct line is 834-7436, feel free to give him a call if / when you need more detailed information. Let me know what else we can do to assist.

Jay Tubbs
Director, Real Estate and Facilities
NV Energy
6100 Neil Rd.
Reno NV 89511
O 775.834.5951
M 602.361.4336

From: Lambert, Kathy

Sent: Friday, May 11, 2018 10:59 AM
To: Tubbs, Jay < Tubbs@nvenergy.com>

Subject: Verdi Parcel

Hi Jay,

Yes, there is access to both; it should be a fairly straightforward process to connect. Jeff Cunningham, utility design admin, said to have the customer contact him for assistance, when the time comes. Three phase will require a new transformer as the existing one isn't big enough, and the secondary wire that runs to Burkhardt's parcel will have to be re-routed. I believe the exiting pole line on TMWA's property next door should be in an existing easement, and I can check on that. The gas line will need a new tap from the highway and an easement will need to be obtained across the adjacent parcel.

FYI – I was out there yesterday for a special meeting of the board for Verdi Mutual Water Company. I will fill you in on that on Monday.

Kathy Lambert (formerly Renfrow), SR/WA Sr. Property Management Administrator 775-834-4273 klambert@nvenergy.com



Appendix C FEMA FIRM – Flood Zone

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

consuded to possible updated or destinonal room hazars information. To obtain more delimination areas where Base FROM Elevations the Flood Elevations and the Flood Elevations and the Flood Insurance of the Flood Insurance of the Flood Insurance of the Flood Insurance of the Flood Insurance Study (Filip right that econopanies that the companies study of the Flood Insurance of the Flood I

Coastal Base Flood Elevations shown on this map apply only landward of Or North American Vertical Datum of 1988 (NAVD 86), Users of this FiRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Trood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for many properties when the properties of the still properties of the should be used for the still properties of the should be used for the elevations shown on this FIRM.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic oraniserations with repart to requirements of the National Flood insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood** control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The projection used in the preparation of this map was State Plane Nevada West FIPS Zone 2703. The horizontal datum was NAD 83, GR\$80. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight postional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1938, visit the National Geodetic Survey or Northact National Geodetic Survey are supported to the Survey of North American Vertical Datum of 1938, visit the National Geodetic Survey or Northact National Geodetic Survey at National Geodetic Survey at Northact Survey at National Geodetic Survey at National Geod

NGS Information Services NOAA, N/NGS12 National Geodetic Survey

National Geodetic Survey SSMC-3, #9202 1315 East-West Highway Silver Spring, Meryland 20910-3282 (301) 713-3242

http://www.ngs.nosa.gov.

To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at

Base map road centerline information shown on this FIRM was provided by the Washoe County GIS Program. This date, dated 2005 or later, was provided in digital format, at a scale of 1:1,200 in urban areas and 1:2,400 in rural areas.

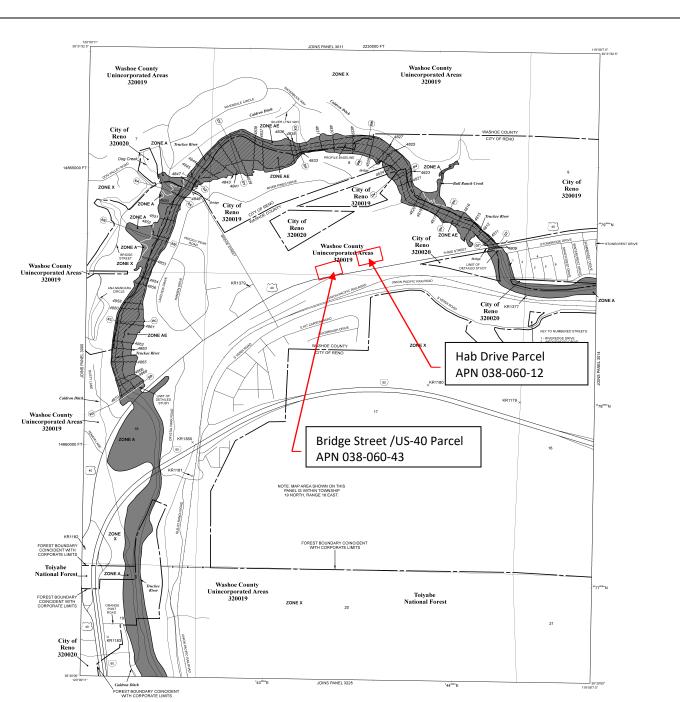
This may reflects more detailed and us-lo-date stream channel configurations than those shown on the previous FIFM for this justication. The floodpass that were transferred from the previous FIFM may have been adjusted to confirm to these new stream channel configurations. As a result, the Flood confirms of these new stream channel configurations. As a result, the Flood contains authoritative hydraulic data) may reflect stream channel distances that differ from what is aboven on this may be confirmed to the confirmed than the confirmed that the confirmed tha

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this may owe published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each

Contact the FEMA Map Service Center at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include proviously issued Letters of Map Change, a Flood Insurance Study report, and/or digital viewions of this may. The FEMA Map Service Center may also be reached by Fac at 1-100-3-358-9620 and its website at https://mss.fema.gov/.

If you have questions about this map or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA MAP (1-877-336-2527) or visit the FEMA website at http://www.fema.gov.







To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.



Appendix D

NV Energy Title Report & Easement Documents



Lonnie Johnson < ljohnson@dyerengineering.com>

Verdi Parcel

Lambert, Kathy <KLambert@nvenergy.com> To: Lonnie Johnson < liohnson@dyerengineering.com> Thu, Jun 21, 2018 at 1:15 PM

Hi Lonnie,

I'm sending you the title report along with a map showing the easement. You can access copies of the documents by clicking on the link outlined in blue for each exception. I hope this helps out.

Kathy Lambert (formerly Renfrow), SR/WA

Sr. Property Management Administrator

775-834-4273

klambert@nvenergy.com



From: Lonnie Johnson [mailto:ljohnson@dyerengineering.com]

Sent: Friday, June 15, 2018 1:53 PM

To: Lambert, Kathy < KLambert@nvenergy.com> Subject: [INTERNET] Re: [INTERNET] Re: FW: Verdi Parcel

This message originated outside of Berkshire Hathaway Energy's email system. Use caution if this message contains attachments, links or requests for information. Verify the sender before opening attachments, clicking links or providing information.

Hello Kathy.

Just checking back on this. Are there any easement records or a title report that might be available for this?

Thanks,

Lonnie

On Thu, Jun 7, 2018 at 10:27 AM, Tubbs, Jay <JTubbs@nvenergy.com> wrote:

Lonnie.

Kathy Lambert in my office is best suited to look into this and give us an answer. She is out today and possible tomorrow. We will look in to the question and have something for you next week.

See you tomorrow.

Jay Tubbs

Director, Real Estate and Facilities

NV Energy

6100 Neil Rd.

Reno NV 89511

0 775.834.5951

M 602.361.4336

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Verdi Lumber Yard - ePre with Plotted Easements.pdf 804K



PRELIMINARY REPORT

PROPOSED BUYER:

PROPOSED LENDER:

PROPERTY ADDRESS: 0 Hab Drive, Verdi, NV

Escrow Office: Title Office:

NV Energy Ticor Title of Nevada, Inc. 6100 Neil Road 5441 Kietzke Lane, Suite 100

Reno, NV 89511 Reno, Nevada 89511

Phone: (775) 834-4273 Fax: (775) 834-4189

Escrow Officer: Kathy Renfrow

Customer No.: LS126YEVLY / Order No.: 01504355-TO

The information contained in this report is through the date of September 30, 2015 at 7:30 A.M.

Phone: (775) 324-7400 Fax: (775) 324-7402

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

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

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

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

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

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

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

1

Countersigned

Timothy S. Palko, Title Officer

Order No.: 01504355-TO

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

NONE AT THIS TIME

Order No.: 01504355-TO

2

SCHEDULE A

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

FEE as to Parcel 1; AN EASEMENT as to Parcel 2

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

SIERRA PACIFIC POWER COMPANY, a Nevada corporation

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

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

Order No.: 01504355-TO

3

SCHEDULE B

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

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 6. Any lien or right to lien for services, labor or material not shown in the Public Records.
- 7. The herein described property, together with other properties owned by Vestee herein is centrally assessed by the Nevada Department of Taxation. Specific amounts may be obtained by calling: Carson City Phone: (775) 684-2000; Fax: (775) 684-2020

Las Vegas – Phone: (702) 486-2300; Fax: (702) 486-2373 Reno – Phone: (775) 688-1295; Fax: (775) 688-1303

APN: 038-060-12

- 8. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Nevada Revised Statutes.
- 9. Any liens which may be levied by reason of the Land being within the Washoe County Public Works Department, Utility Division. Specific amounts may be obtained from Washoe County Public Works Department, Phone Number (775) 954-4601.
- 10. Any unpaid charges for Waste Management, plus any interest and/or penalties, which would create a lien and attach to said Land, pursuant to Nevada Revised Statutes.
- 11. Water rights, claims or title to water, whether or not disclosed by the public records.
- 12. Rights of way for any existing roads and alleys, trails, canals, ditches, flumes, conduits, pipes, poles or transmission lines on, under, over, through or across the Land.
- 13. Rights of way for Hab Drive, and any easements pertaining thereto, including but not limited to any prescriptive or implied rights and/or easements.

4 Order No.: 01504355-TO

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: SIERRA PACIFIC POWER COMPANY, a Nevada corporation and

VERDI SPRINGS WATER COMPANY, INC., a Nevada corporation

Purpose: to construct, install, alter, repair, operate and maintain underground

electric, gas and water distribution lines, hereinafter called "utility facilities", together with the necessary or convenient appurtenances

connected therewith

Recording Date: October 28, 1971

Recording No: Book 588, Page 441, as Document No. 223951, Official Records

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: SIERRA PACIFIC POWER COMPANY, a Nevada corporation

Purpose: to construct, operate and maintain an electric power line and the right to

install, inspect, repair, and replace thereon poles, crossarms, wires, cables, communication equipment, guys, anchors, fixtures and other

appurtenances

Recording Date: July 30, 1973

Recording No: Book 751, Page 263, as Document No. 295700, Official Records

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: SIERRA PACIFIC POWER COMPANY, a Nevada corporation

Purpose: to construct, operate and maintain an electric power line and the right to

install, inspect, repair, and replace thereon poles, crossarms, wires, cables, communication equipment, guys, anchors, fixtures and other

appurtenances

Recording Date: July 30, 1971

Recording No: Book 751, Page 265, as Document No. 295701, Official Records

17. Terms, provisions and conditions as contained in an instrument

Entitled: MEMORANDUM OF AGREEMENT

Executed by: SIERRA PACIFIC POWER COMPANY, a Nevada corporation and the

TRUCKEE MEADOWS WATER AUTHORITY, a political subdivision

of the State of Nevada

Recording Date: June 21, 2001

Recording No.: 2565969 Official Records

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers

Authority

Purpose: a permanent access easement

Recording Date: June 9, 2009

Recording No: 3768472, Official Records

5 Order No.: 01504355-TO

19. A General and Refunding Mortgage Indenture to secure an indebtedness in the amount stated therein from time to time:

Dated: May 1, 2001

Mortgagor: SIERRA PACIFIC POWER COMPANY
Mortgagee: THE BANK OF NEW YORK, AS TRUSTEE

Filed: with the Nevada Secretary of State on May 23, 2001, as File No. UTL

01-6

As further evidenced by "Notice of Filing Security Instruments by Sierra Pacific Power Company, a Public Utility" recorded May 22, 2001 as Document No. 2555473 in Official Records, Washoe County, Nevada; in Book 142, Page 469, as Document No. 89435, in Official Records, Storey County, Nevada; as File No. 2001 2073, in Official Records, Humboldt County, Nevada; as Document No. 261361, in Official Records, Lyon County, Nevada; and in Book 488, Page 319, as Document No. 219067 in Official Records, Lander County, Nevada.

Order No.: 01504355-TO

INFORMATIONAL NOTES

Note: Due to the Nevada Supreme Court's interpretation of N.R.S. §116.3116 (2)(c) in SFR Investments Pool 1, LLC v. U.S. Bank, N.A. 334 P. 3d 408 (2014), the Company is unwilling to issue the ALTA 9-06 Endorsement, but instead will issue the ALTA 9.10-06 Endorsement. This does not apply to common interest communities that are not subject to N.R.S. §116.3116 (i.e. apartment complexes, commercial condominiums that are exempt or other commercial properties).

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

Type of Dwelling: Vacant Land

Address: 0 Hab Drive, Verdi, Nevada

Note: The total liability assumed by Ticor Title of Nevada, Inc. and/or Chicago Title Insurance Company by the issuance of this report is limited to the amount of the fee collected for same.

Order No.: 01504355-TO

Order No.: 01504355-TO

EXHIBIT A

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

PARCEL 1:

A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 18 EAST, M.D.B.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE NORTH 04°32'04" EAST 192.12 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 40; SAID POINT ALSO BEING THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY LINE AND THE CENTER LINE OF A PROPOSED ERIK CIRCLE.

THENCE NORTH 21°26'00" WEST ALONG SAID CENTER LINE OF ERIK CIRCLE 231.10 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 21°26'00" WEST 325.08 FEET;

THENCE SOUTH 85°24'15" WEST 414.97 FEET;

THENCE SOUTH 18°58'00" EAST 1350.00 FEET;

THENCE NORTH 84°25'30" EAST 293.41 FEET;

THENCE NORTH 21°26'00" WEST 50.36 FEET;

THENCE SOUTH 84°35'33" EAST 145.70 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A PORTION OF THE SW 1/4 SE 1/4, SE 1/4 SW 1/4 OF SECTION 8, T. 19 N., R. 18 E., M.D.B.&M.

AN EASEMENT 60.00 FEET IN WIDTH FOR ROADWAY AND PUBLIC UTILITY PURPOSES BEING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 40, FROM WHICH POINT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 8 BEARS SOUTH 04°32'04" WEST 192.12 FEET;

THENCE NORTH 21°26'00" WEST 556.18 FEET TO THE POINT OF ENDING.

THE BOUNDARY LINES OF THE SAID EASEMENT ARE TO BE EXTENDED OR FORE-SHORTENED SO AS TO TERMINATE ON THE PROPERTY LINES OF THE GRANTOR.

EXCEPTING THEREFROM ALL THAT PORTION WHICH LIES WITHIN THE BOUNDS OF THE ABOVE DESCRIBED PARCEL 1.

APN: 038-060-12

This is referencing the incorrect document. Should be Doc. 223953, which matches the above description.

Document No. 228753 is provided pursuant to the requirements of Section 6.NRS 111.312.

Order No.: 01504355-TO

EXHIBIT A

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

PARCEL 1:

A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 18 EAST, M.D.B.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE NORTH 04°32'04" EAST 192.12 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 40; SAID POINT ALSO BEING THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY LINE AND THE CENTER LINE OF A PROPOSED ERIK CIRCLE.

THENCE NORTH 21°26'00" WEST ALONG SAID CENTER LINE OF ERIK CIRCLE 231.10 FEET TO THE TRUE POINT OF BEGINNING;

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THENCE NORTH 21°26'00" WEST 50.36 FEET;

THENCE SOUTH 84°35'33" EAST 145.70 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A PORTION OF THE SW 1/4 SE 1/4, SE 1/4 SW 1/4 OF SECTION 8, T. 19 N., R. 18 E., M.D.B.&M.

AN EASEMENT 60.00 FEET IN WIDTH FOR ROADWAY AND PUBLIC UTILITY PURPOSES BEING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 40, FROM WHICH POINT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 8 BEARS SOUTH 04°32'04" WEST 192.12 FEET;

THENCE NORTH 21°26'00" WEST 556.18 FEET TO THE POINT OF ENDING.

THE BOUNDARY LINES OF THE SAID EASEMENT ARE TO BE EXTENDED OR FORE-SHORTENED SO AS TO TERMINATE ON THE PROPERTY LINES OF THE GRANTOR.

EXCEPTING THEREFROM ALL THAT PORTION WHICH LIES WITHIN THE BOUNDS OF THE

ABOVE DESCRIBED PARCEL 1.

This is referencing the incorrect document (Repeated from Page 8). Should be Doc. 223953, which matches the above description.

APN: 038-060-12

Document No. 228753 is provided pursuant to the requirements of Section 6.NRS 111.312.

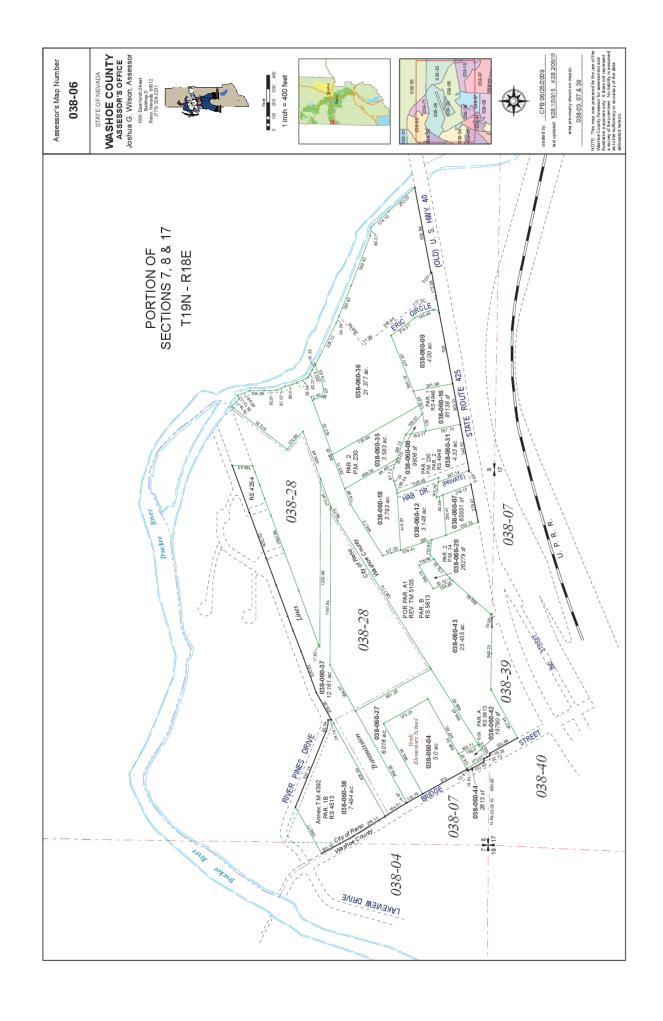


Exhibit A (Revised 06-05-14)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 (04-08-14)

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

 Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

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

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

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

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

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

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

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

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

- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

		<u>Our Maximum Dollar</u>
	Your Deductible Amount	<u>Limit of Liability</u>
	1.00% of Policy Amount Shown in Schedule A	
	or \$2,500.00	
Covered Risk 16:	(whichever is less)	\$10,000.00
	1.00% of Policy Amount Shown in Schedule A	
	or \$5,000.00	
Covered Risk 18:	(whichever is less)	\$25,000.00
	1.00% of Policy Amount Shown in Schedule A	
	or \$5,000.00	
Covered Risk 19:	(whichever is less)	\$25,000.00
	1.00% of Policy Amount Shown in Schedule A	
	or \$2,500.00	
Covered Risk 21:	(whichever is less)	\$5,000.00

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

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

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land:
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, tor This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

PART I

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

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

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes
 or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in
 taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the
 Public Records.
- 2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
- 7. Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

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

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

accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
- 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Note: Notice of Available Title Insurance and Escrow Discounts

Your transaction may qualify for one of the discounts shown below. In order to receive these discounts, you will need to contact your escrow officer or a company representative to determine if you qualify and to request the discount. Your escrow officer or company representative will provide a full description of the terms, conditions and requirements associated with each discount.

Available Title Insurance Discounts (These discounts will apply to all transactions where the company is issuing a policy of title insurance, including such transactions where the company is not providing escrow closing services.

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENT CANCELLATION CHARGES ON SUBSEQUENT POLICIES

Where an order was cancelled and no major change in the title has occurred since the issuance of the original report or commitment, and the order is reopened within 24 - 36 months, all or a portion of the charge previously paid upon the cancellation of the report or commitment may be credited on a subsequent policy charge.

SHORT TERM RATE

The Short Term Rate is a reduction of the applicable insurance rate which is allowable only when the current order is placed within 60 months from the date of issuance of a prior policy of title insurance to the vested owner or an assignee of the interest insured. The short term rate is 80% of the Basic Rate. Unless otherwise stated, the reduction only applies to policies priced at 80% or greater of the basic rate. This reduction does not apply to Short Sale transactions or to any surcharge calculated on the basic rate.

PRIOR POLICY DISCOUNT (APPLICABLE TO ZONE 2, DIRECT OPERATIONS ONLY)

The Prior Policy Discount will apply when a seller or borrower provides a copy of their owner's policy upon opening escrow. The prior policy rate is 70% of the applicable owner's title premium. This discount may not be used in combination with any other discount and can only be used in transactions involving property located in Zone 2 (Zone 2 includes all Nevada counties except Clark, Lincoln and Nye) that are handled by a direct operation of the FNF Family of Companies.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities the charge for a policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. This discount shall not apply to charges for loan policies issued concurrently with an owner's policy.

EMPLOYEE RATE

No charge shall be made to employees of the Company, its subsidiary or affiliated companies (including employees on approved retirement) for policies issued in connection with financing, refinancing, sale or purchase of the employee's bonafide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

INVESTOR RATE

This rate is available for individuals, groups of individuals or entities customarily engaged in real estate investments. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties in the State of Nevada within the past twelve (12) months to qualify for this rate. On a sale transaction, the investor rate is 70% of the basic rate. This reduction does not apply to any surcharge calculated on the basic rate. On a refinance transaction or where the investor is obtaining a loan subsequent to a purchase, the rate shall be 85% of the applicable rate with a minimum charge of \$385.00. The loan discount shall only apply to transactions priced under Section 5.1 B (1b) of the title insurance rate manual. This rate is available upon request only.

<u>Available Escrow Discounts</u> These discounts will apply only to the escrow fee portion of your settlement charges, and the discounts will apply only if the company is issuing a policy of title insurance in conjunction with providing escrow services.

SENIOR CITIZEN RATE

If a valid identification is provided, principals to a given transaction who qualify as Senior Citizens (55 year of age and over) shall be charged 70% of their portion of the escrow fee wherein a valid identification is provided. This discount shall only apply on residential resale transactions wherein the principal resides in the subject property. This discount may not be used in combination with any other escrow rate discount. This rate is available upon request only.

MILITARY DISCOUNT

Any person on active military duty or a Veteran of the U.S. Armed Forces shall be charged 80% of their portion of the escrow fee. A copy of a current military identification card or a copy of the DD-214 (Certificate of Release or Discharge from Active Duty) must be provided. This discount may not be used in combination with any other discount. This rate is for sale transaction and it is available upon request only.

FIRST TIME HOMEBUYER RATE (APPLICABLE TO ZONE 2 ONLY)

A first time homebuyer of an owner-occupied residential property shall be charged 75% of their portion of the escrow fee, provided reasonable evidence is presented that this is their first home. Applies to all counties **except** Clark, Lincoln and Nye. This discount may not be used in combination with any other discount. This rate is for sale transactions and it is available upon request only.

EMPLOYEE RATES

An employee will not be charged an escrow fee for the purchase, sale or refinance of the employee's primary residence. The employee must be a principal to the transaction and the request for waiver of fees must be submitted to Management prior to approval.

INVESTOR RATE

This rate is available for individuals, groups of individuals or entities customarily engaged in real estate transactions. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties within the State of Nevada within the past twelve (12) months to qualify for this rate. The charge is 70% of their portion of the escrow fee. This discount may not be used in combination with any other discount. This rate is for sale transactions and it is available upon request, only.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Outsection below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at http://www.networkadvertising.org/.
- You can opt-out via the Consumer Choice Page at http://www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at http://www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

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

Privacy Notice Effective: May 1, 2015

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf:
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this

Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask

Privacy Notice Effective: May 1, 2015 individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (*e.g.*, requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial. Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

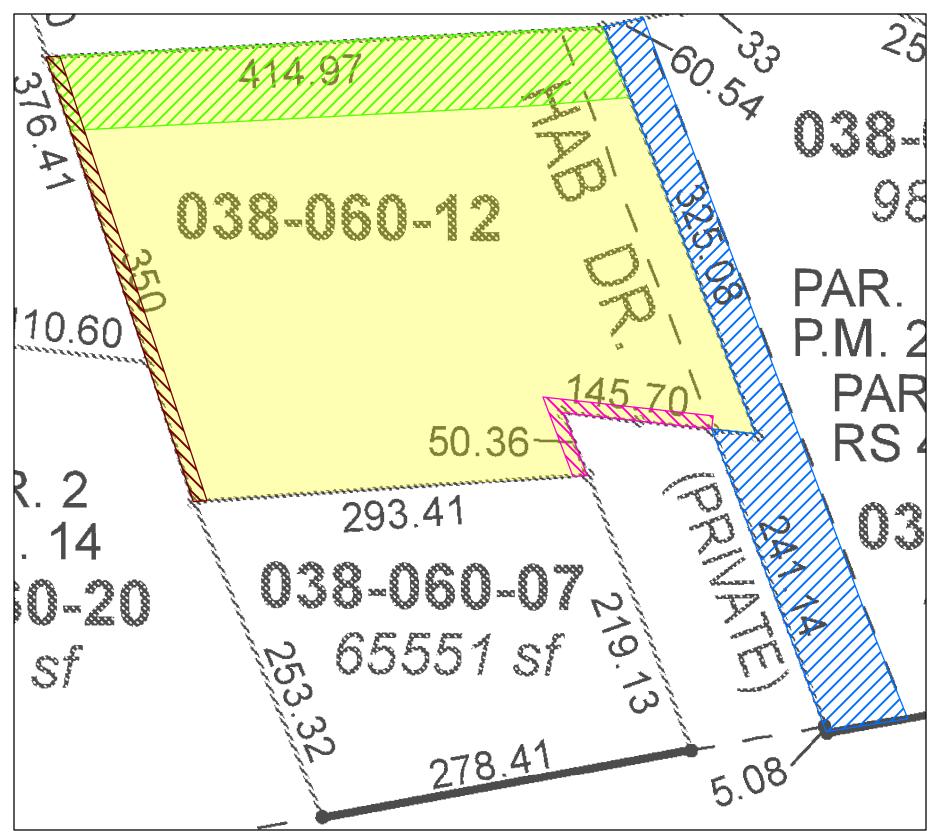
Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer (888) 934-3354 privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

Privacy Notice Effective: May 1, 2015





Legend

PARCEL 1 - Property In Question, Fee

PARCEL 2 - Easement

Item No. 14 - Easement for Utility Facilities

In 10/28/1971 Inst # 223951 Bk588 Pg441 of Official Records

Affects said portion as described in the document

Item No. 15 - Easement for Electric Power Lines
In 07/30/1973 Inst # 295700 Bk751 Pg263
of Official Records

Affects said portion as described in the document

Item No. 16 - Easement for Electric Power Lines
In 07/30/1973 Inst # 295701 Bk751 Pg265 of
Official Records

Affects said portion as described in the document

Item No. 18 - Easement for Permanent Access
In 06/09/2009 Inst # 3768472 of Official Records
Affects said portion as described in the document

Title Order No.: 1504355, Preliminary Report dated September 30, 2015

Property: 0 Hab Drive, Verdi, NV

Title Order No.: 1504355, Preliminary Report dated September 30, 2015

Reference:
Assessor's Parcel No.: 038-060-12

Drawing Date: 10/09/2015 - FNFI

Assessor's Parcel No.: 038-060-12

Data:

And Access per

Doc 223953

"This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown

Plat Showing: Portion of Land situate in the County of Washoe, State of Nevada,

Sheet 1 of 1

Archieve #



Lonnie Johnson < ljohnson@dyerengineering.com>

RE: Verdi Lumber Yard - Hab Dr. Parcel

Lambert, Kathy <KLambert@nvenergy.com> To: Lonnie Johnson < liohnson@dyerengineering.com> Wed, Jun 27, 2018 at 7:03 AM

Hi again - thought this RS from the property to the east would clarify the access easement a bit more for you.

Kathy Lambert (formerly Renfrow), SR/WA

Sr. Property Management Administrator

775-834-4273

klambert@nvenergy.com



From: Lambert, Kathy

Sent: Wednesday, June 27, 2018 6:58 AM

To: 'Lonnie Johnson' < ljohnson@dyerengineering.com>

Subject: Verdi Lumber Yard - Hab Dr. Parcel

Good morning Lonnie,

Attached are the two deeds showing the legal and vesting for Parcels 1 and 2 referenced in Exhibit A of the title report. The reference line on the bottom of this exhibit shows the reference to Parcel 1, and it seems the reference to the document for Parcel 1 was inadvertently omitted, although you'll see document 228753 matches the legal description in Parcel 2. I hope this suffices for your purposes. Please let me know if I can be of further assistance.

Thanks so much,

Kathy Lambert (formerly Renfrow), SR/WA

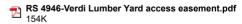
Sr. Property Management Administrator

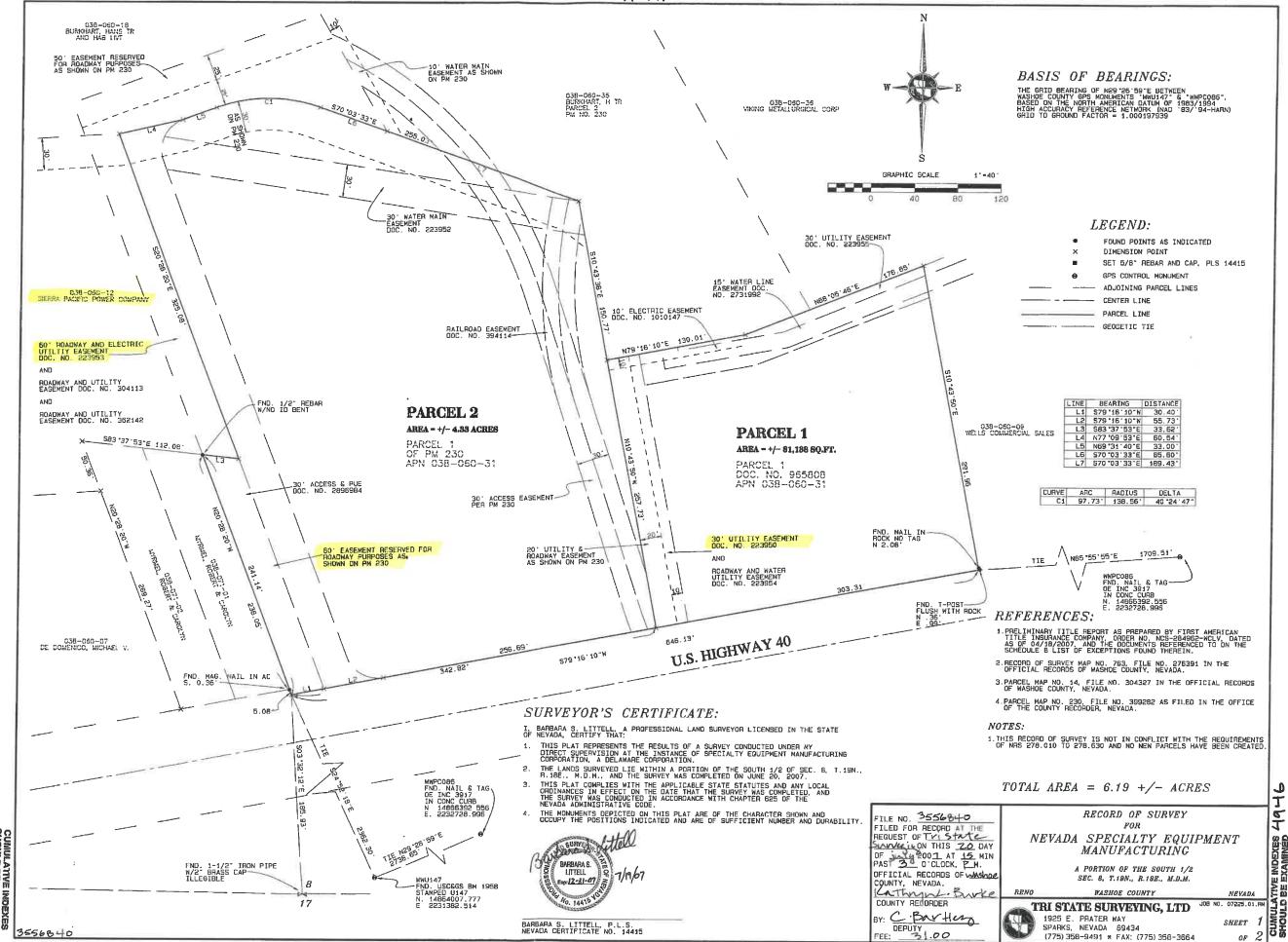
775-834-4273

klambert@nvenergy.com



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223953

ESCYOW IL 106864-JP RPTT \$ NONE

ROADWAY AND ELECTRIC UTILITY EASEMENT

Title Ins. & Trust Co. P. O. Box 10894 THIS IND Reno, NV. 89504 THIS IND

WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, this day in hand paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, and subject to all the terms and conditions hereof, the Grantor hereby gives and grants to the Grantee the privilege and authority to occupy a strip of land for roadway and electric utility purposes, all of said strip of land situate in the County of Washoe, State of Nevada, to-wit:

A portion of the SW1/4 SE1/4, SE1/4 SW1/4 of Section 8, T19N R18E, M.D.B.& M.

An easement 60.00 feet in width for roadway and public utility purposes being 30.00 feet on each side of the following described center line and further depicted as the shaded area on the attached map print designated as "Exhibit A" attached hereto and made a part hereof.

Beginning at a point on the Northerly right of way line of U. S. Highway 40 from which point the South one-quarter corner of said Section 8 bears South 04°32'04" West 192.12 feet;

Thence North 21°26'00" West 556.18 feet to the point of ending.

The boundary lines of the said easement are to be extended or fore-shortened so as to terminate on the property lines of the Grantor.

IT IS UNDERSTOOD that the Grantor hereby gives and grants to the Grantee, its successors and assigns, the right, privilege and authority to construct, improve, maintain and

LAW OFFICES
PAUL A. RICHARDS, LTD.
SUITE 1, RICHARDS BUILDING
246 SOUTH SIERRA STREET
RENO, NEVADA 85505

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· J. J. J.

operate a roadway, with necessary culverts and drains, for purposes of ingress to and egress from land owned by Sierra Pacific Power Company.

It is expressly understood and agreed that the Grantor confines the herein grant, privileges and authority to Grantee, its agents, employees, contractors and servants for its own use, as well as property contiguous to Grantee's property which, at the discretion of the Grantor, a private easement for ingress and egress may be granted by them.

IT IS FURTHER UNDERSTOOD that the Grantor hereby grants to the Grantee, the right, privilege and authority to construct, operate and maintain an electric power line and the right to install, inspect, repair and replace thereon poles, crossarms, wires, cables, communication equipment, guys, anchors, fixtures and other appurtenances.

Grantee shall have the right from time to time to increase or decrease the size and number of poles, wires and appurtenances which may be installed in or upon the right of way hereby granted and to cut and remove brush and timber which may interfere with the operation of said power line.

It is further agreed that the Grantee will save and hold harmless the Grantor or its successors from loss, damage and liability which Grantor or its agents or employees may sustain by reason of injury or damage to the person or property of another caused by the operation, construction and maintenance of said roadway and electric facilities.

IN WITNESS WHEREOF, Grantor has executed these presents

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-2-

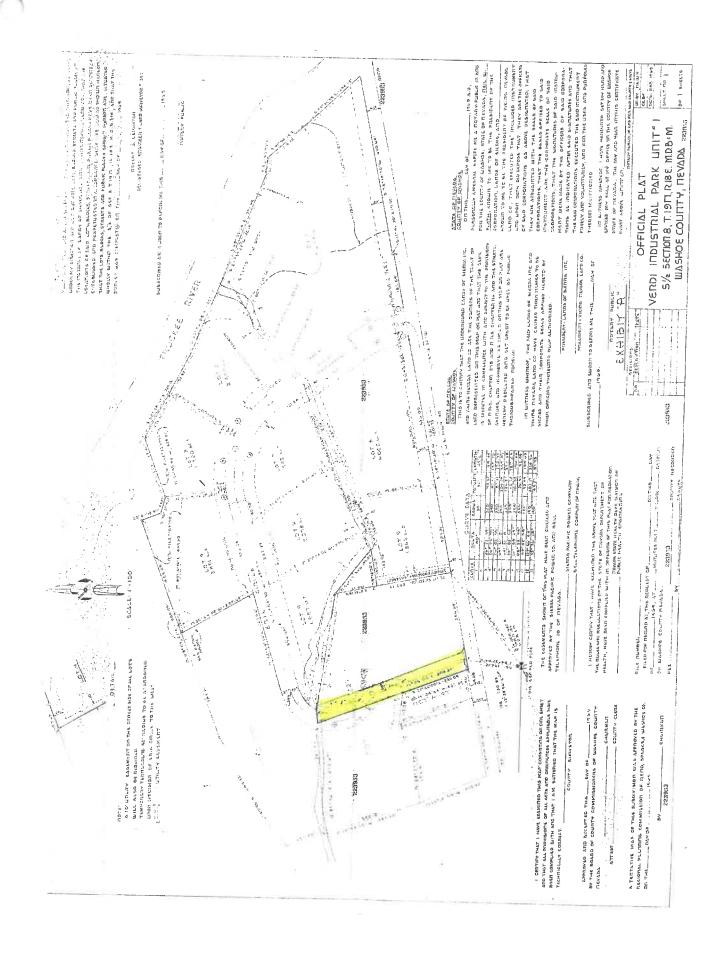
LAW OFFICES
PAUL A. RICHARDS, LTD.
SUITE 1, RICHARDS MULLDING
248 SOUTH SIERRA STREET
RENO, NEVADA 88805

Paul A. Richards Assistant Secretary	WIKING NEVADA LAND COMPANY By M. W. Walberg, President: LANDS OF SIERRA, INC.
William H. Robinson Assistant Secretary STATE OF NEVADA) STATE OF NEVADA) SS. County of Washoe) On this 23 day of appeared before me, a Notary Public and all L. Richards , is and respectively, of VIKING NEVADA LAND who acknowledged to me that they exon behalf of said corporation. TRACY A DORF Notary Public — State of Nevade Weshee County My Commission Expires Feb. 28, 1912	Christont Sectory
County of Washoe) On this 23ud day of appeared before me, a Notary Public and Walliam H. Advanced and Frespectively, of LANDS OF SIERRA, In who acknowledged to me that they execute the state of Sievana B. SEGUIN Notary Public — State of Nevada My Commission Expires Jan. 11, 1975	known to me to be the
-3-	

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RENO, NEVADA 59505

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OFFICIAL RECORDS
WASHOE COUNTY NEV.
RECORD REQUESTED BY
Tifle Ins. & Trust Co.
OCT 28 1971
ARDIS BROWN
COUNTY RECORDER
FEEL DEP



Escrow N., 3-106865-JP RPTT \$41.80

228753

Retin C: Sier t Pacific Power Co. GRANT, BARGAIN AND SALE DEED P.O. Box 10100 Rimo, Nevada

ATTN: BILL ROBINSON

THIS INDENTURE, made and entered into this 23.4 -AUGUST, 1971, , by and between VIKING NEVACA

LAND COMPANY and LANDS OF SIERRA INC., both Nevada corporations, doing business as VERDI INDUSTRIAL PARK, a joint venture, hereinafter called Grantor, and SIERRA PACIFIC

POWER COMPANY, a Nevada corporation, hereinafter called Grantee,

WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States, to it in hand paid to the said Grantee, the receipt whereof is hereby acknowledged. does by these presents grant, bargain, sell and convey unto the said Grantee, all that certain, lot, piece or parcel of land situate, lying and being in the County of Washoe, State of Nevada, and more particularly described as follows. to-wit:

minimient.

A portion of that certain real property situate in the Southeast one-quarte of the Southwest one-quarter (SE1/4 SW1/4) of Section 8, T19N R18E, M.D.B.&M. being more particularly described as follows:

Commencing at the South quarter corner of said Section 8; thence North 64°32'04" Sast 192.12 feet to a point on the Northerly right of way line of U. S. Highway 40; said point also being the intersection of said Northerly right of way line and the center line of a proposed ERIK CIRCLE.

Thence North 21°26'00" West along said center line of ERIK CIRCLE 231.10 feet to the true point of beginning:

Thence continuing North 21°26'00" West 325.08 feet;

Thence South 85°24'15" West 414.97 feet; Thence South 18°58'00" East 350.00 feet; Thence North 84°25'30" East 293.41 feet; Thence North 21°26'00" West 50.36 feet; Thence South 84°35'33" East 145.70 feet to the true point of beginning. Containing 3.148 acres, more or less.

MAIL TAX STATEMENTS TO: Sierra Pacific Power Co. P.O. Box 10100 Reno, Nevada

> LAW OFFICED PAUL A. RICHARDS, LTD.
>
> EVITE I. RICHARDS BUILDING
>
> 248 SOUTH SIERRA STREET
>
> RENO. NEVADA 88808

ATTEST:

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said Grantee, its successors and assigns forever.

IN WITNES; WHEREOF, the said Grantor has hereunto set is hand the day and year first above written.

VIKING NEVAD'. LAND COMPANY

By Stillberg

LANDS OF SIERRA, INC.

By Jag L. English

Joe L GREMBAU

JOHN SHOP

SEAL

WILLIAM A ROBINSON

PAUL A RICHARDS

STATE OF NEVADA) :ss.
County of Washoe)

on this 33 day of Lepton's ... "!, personally appeared before me, a Notary Public. In V is a fact and and a land a known to me to be the and and a land a land and a land and a land a l

respectively, of VIKING NEVADA LAND COMPANY, a Nevada corporation, who acknowledged to me that they executed the foregoing instrument on behalf of said corporation.

TRACY A DDEF

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Warn's Constituted to 16 1671

Notaty Public /

(SEAL)

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PAUL A. R'CHARDS, LTD.
SUITE I. SIDNABLE BUILDING
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RENO, NEVA 'A SUEDS



STATE OF NEVADA County of Washos) on this 23rd day of August . 1971, personally appeared before me, a Motary Public, Jel & Aremban and William & his kinson, incom to me to be the respectively. LANDS OF SIERRA, INC., a Nevada corporation, who acknowledged to me that they executed the foregoing instrument on behalf of said corporation. SICYLINA E SEGUIN Note: Parity - Detail of Ne-ada Note Part to County
No Commission Faguer Ign 11 1973 (5 E A L) BUR 599 MR 443 228753

