



Special Use Permit Application

New NV Energy Virginia Peak Telecom Tower Washoe County, NV

October 4, 2024

Submitted to:

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

Prepared for



Sierra Pacific Power Company d/b/a NV Energy
7155 S Lindell Road, Las Vegas, NV 89118

Prepared by



1065 Professional Cir, Suite 200
Reno, NV 89521

**NV ENERGY VIRGINIA PEAK NEW TELECOM TOWER
WASHOE COUNTY SPECIAL USE PERMIT APPLICATION
OCTOBER 8, 2024**

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*** All Washoe County Development Application Submittal Requirements are included in the sub-categories above.**

Washoe County
Development
Application Form

Washoe County Development Application

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

Project Information		Staff Assigned Case No.: _____	
Project Name: New Telecom Tower at Virginia Peak			
Installation of a new 100-foot microwave tower at an existing NV Energy telecom facility on Virginia Peak. The new telecom tower will provide communication for a new solar generation and battery storage plant. The new solar plant will provide efficiency and reliability to the existing power grid along with many construction jobs.			
Project Description: *Asking to waive parking (Article 410), signage, lighting (Article 414), and landscaping (Article 412) requirements as it is a remote, existing facility with up to 2 employees on site approximately once a quarter.			
Project Address: Remote location near 55 Microwave Rd, Reno, NV 89510			
Project Area (acres or square feet): 10,000 square feet			
Project Location (with point of reference to major cross streets AND area locator):			
39°45'17.9"N 119°27'42.7"W			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
076-580-02	10,000 square feet		
Indicate any previous Washoe County approvals associated with this application: Case No.(s).			
Applicant Information (attach additional sheets if necessary)			
Property Owner:		Professional Consultant:	
Name: H&N Properties, LLC		Name: HDR Engineering, Inc.	
Address: 225 W. Moana Lane		Address: 10615 Professional Cir Suite 200	
Reno, NV	Zip: 89509	Reno, NV	Zip: 89521
Phone:	Fax:	Phone: 312-428-8399	Fax:
Email:		Email: gerald.sullivan@hdrinc.com	
Cell:	Other:	Cell:	Other:
Contact Person:		Contact Person: Gerald Sullivan	
Applicant/Developer:		Other Persons to be Contacted:	
Name: NV Energy		Name:	
Address: 7155 S. Lindell Road, BR13		Address:	
Las Vegas, NV	Zip: 89118		Zip:
Phone: 702-339-8021	Fax:	Phone:	Fax:
Email: kristine.apikian@nvenergy.com		Email:	
Cell:	Other:	Cell:	Other:
Contact Person: Kristine Apikian		Contact Person:	
For Office Use Only			
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

Special Use Permit Application Supplemental Information

(All required information may be separately attached)

1. What is the project being requested?

The project requests the installation of a new 100-foot microwave tower adjacent to the existing tower at the NV Energy site on Virginia Peak. This addition will enhance telecommunications capabilities without requiring new infrastructure.

2. Provide a site plan with all existing and proposed structures (e.g. new structures, roadway improvements, utilities, sanitation, water supply, drainage, parking, signs, etc.)

The attached site plan illustrates the existing NV Energy tower and the location of the proposed 100-foot microwave tower. As no new roadway improvements, utilities, sanitation, water supply, drainage, parking, or signage are required, the site plan focuses on the new tower's placement within the current site layout.

3. What is the intended phasing schedule for the construction and completion of the project?

The project is intended to be completed in a single phase. Construction of the new tower is expected to begin in January 2025 upon approval of this permit and is anticipated to be completed by March 2025.

4. What physical characteristics of your location and/or premises are especially suited to deal with the impacts and the intensity of your proposed use?

The Virginia Peak site is already established for telecommunications infrastructure, with one existing NV Energy tower on-site. The location is remote with no communities in the nearby vicinity and therefore no negative impacts to communities. The existing infrastructure and premises make it well-suited to accommodate the new tower.

5. What are the anticipated beneficial aspects or affects your project will have on adjacent properties and the community?

The new telecom tower will provide communication for a new solar generation and battery storage plant. The new solar plant will provide efficiency and reliability to the existing power grid along with many construction jobs at the Sierra Solar generation facility. The facility will also provide 400 megawatts to the grid to meet the load demand in Northern Nevada.

6. What are the anticipated negative impacts or affect your project will have on adjacent properties? How will you mitigate these impacts?

There are no negative impacts anticipated due to the the fact that we are proposing to add a structure to the existing premises. The new tower's design will be consistent with the existing infrastructure. Due to the remote location of the site, the project will not involve noise, traffic, environmental or any other similar disturbances.

7. Provide specific information on landscaping, parking, type of signs and lighting, and all other code requirements pertinent to the type of use being purposed. Show and indicate these requirements on submitted drawings with the application.

Asking to waive Washoe County Development Codes Article 410 Parking, Article 414 Lighting, Article 412 Landscaping, and signage requirements as it is a remote, existing facility with up to 2 employees on site approximately once a quarter. No additional landscaping, parking, lighting, signage or other code requirements are being proposed for this project. The new tower will utilize the existing infrastructure and roads. The plans for the tower will comply with FAA regulations.

8. Are there any restrictive covenants, recorded conditions, or deed restrictions (CC&Rs) that apply to the area subject to the special use permit request? (If so, please attach a copy.)

<input type="checkbox"/> Yes N/A	<input checked="" type="checkbox"/> No
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9. Utilities:

a. Sewer Service	Not applicable.
b. Electrical Service	Existing electrical service will support the new tower.
c. Telephone Service	Not applicable.
d. LPG or Natural Gas Service	Not applicable.
e. Solid Waste Disposal Service	Not applicable.
f. Cable Television Service	Not applicable.
g. Water Service	Not applicable.

For most uses, Washoe County Code, Chapter 110, Article 422, Water and Sewer Resource Requirements, requires the dedication of water rights to Washoe County. Please indicate the type and quantity of water rights you have available should dedication be required.

h. Permit #	N/A	acre-feet per year	
i. Certificate #	N/A	acre-feet per year	
j. Surface Claim #	N/A	acre-feet per year	
k. Other #	N/A	acre-feet per year	

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

N/A

10. Community Services (provided and nearest facility):

a. Fire Station	Truckee Meadows Fire & Rescue Station 46	27.4 miles away
b. Health Care Facility	ER at Spanish Springs	27.8 miles away
c. Elementary School	Spanish Springs Elementary School	27.6 miles away
d. Middle School	Yvonne Shaw Middle School	28.1 miles away
e. High School	Spanish Springs High School	28.4 miles away
f. Parks	Gator Swamp Park	26.7 miles away
g. Library	Spanish Springs Library	29.5 miles away
h. Citifare Bus Stop	Donatello Drive at Desert Skies Middle School	32.4 miles away

**Special Use Permit Application
for Grading
Supplemental Information**
(All required information may be separately attached)

1. What is the purpose of the grading?

N/A

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

N/A

3. How many square feet of surface of the property are you disturbing?

N/A

4. How many cubic yards of material are you exporting or importing? If none, how are you managing to balance the work on-site?

N/A

5. Is it possible to develop your property without surpassing the grading thresholds requiring a Special Use Permit? (Explain fully your answer.)

N/A

6. Has any portion of the grading shown on the plan been done previously? (If yes, explain the circumstances, the year the work was done, and who completed the work.)

N/A

7. Have you shown all areas on your site plan that are proposed to be disturbed by grading? (If no, explain your answer.)

N/A

8. Can the disturbed area be seen from off-site? If yes, from which directions and which properties or roadways?

N/A

9. Could neighboring properties also be served by the proposed access/grading requested (i.e. if you are creating a driveway, would it be used for access to additional neighboring properties)?

N/A

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

N/A

11. Are you planning any berms? N/A

Yes	No	If yes, how tall is the berm at its highest?
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12. If your property slopes and you are leveling a pad for a building, are retaining walls going to be required? If so, how high will the walls be and what is their construction (i.e. rockery, concrete, timber, manufactured block)?

N/A

13. What are you proposing for visual mitigation of the work?

N/A

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

N/A

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

N/A

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

N/A

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

N/A

18. Are there any restrictive covenants, recorded conditions, or deed restrictions (CC&Rs) that may prohibit the requested grading? N/A

Yes	No	If yes, please attach a copy.
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LAND LEASE AGREEMENT

This Agreement, made this first day of July, 2016, between H & N Properties, LLC, a Nevada limited liability company, with its principal offices located at 225 W. Moana Lane, hereinafter designated LESSOR and Sierra Pacific Power Company, a Nevada corporation d/b/a NV Energy, with its principal office located at 6100 Neil Rd., Reno, NV 89520, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located within assessor parcel number 076-580-02, Washoe County, Nevada, and being described as containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress and for the placement, operation and maintenance of electric distribution facilities, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a 20' foot wide right-of-way extending from the nearest public right-of-way, Piute Creek Road, as shown on Land Map 40, file number 591202, recorded February 28, 1979 in the Official Records of Washoe County, Nevada, to the Land Space, for the planning, construction, repair, maintenance, operation, adding to, and removal of a wireless communications tower, and all necessary appurtenant facilities including antennae, wires, poles, cables, anchors, foundations, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on said Land Map No. 40 Monte Cristo Ranch Unit 2, and is further described in Document 3890230 as recorded on June 10, 2010 in the Office of the Washoe County Recorder. (See Exhibit A attached hereto).

In the event LESSEE is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way to the LESSEE at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises as necessary.
3. TERM: RENTAL.

- a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for ten (10) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due. Total annual rental of Six Thousand and no/100 dollars (\$6000.00) to be paid in annual installments on or before July 1st of each year, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section 23 below. The Agreement shall commence on

the first day of July, 2016 ("Commencement Date"). Annual total rent will increase to Seven Thousand Five Hundred and no/100 dollars (\$7500.00) commencing July 1, 2021.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Section 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for two (2) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to [REDACTED] the annual rental for the second (2nd) five (5) year extension term shall be increased to [REDACTED]
6. ADDITIONAL EXTENSIONS. If at the end of the second (2nd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for one (1) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional one (1) year term shall be equal to the annual rental payable with respect to the immediately preceding one (1) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".
7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this section shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute

of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. LESSOR shall cooperate with LESSEE in its effort to obtain any necessary governmental approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any environmental or structural tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary. LESSEE shall have the right to terminate this Agreement in its sole discretion. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Section 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what

amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured. LESSEE may satisfy the requirements of this section with evidence of self-insurance in the amount required.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Sections 9 and 28, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.
13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this section and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s),

antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Section 32 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Section 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Section 14 and this Section 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Section 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.
16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this section, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.
17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights

hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.
20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Section 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Nevada.
22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or

control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: H&N Properties
c/o Henry B. Sprenger
225 W. Moana Lane
Reno, NV 89509

LESSEE: NV Energy
c/o Manager, Land Resources
6100 Neil Rd., M/S S4B20
Reno, NV 89520

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
25. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.
26. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the

cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. **REMEDIES.** Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due

against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

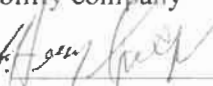
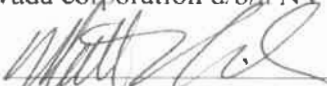
30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the

condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

33. **SURVIVAL.** The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
34. **CAPTIONS.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.
35. **JURY TRIAL WAIVER.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

<p>LESSOR:</p> <p>H & N PROPERTIES, a Nevada limited liability company</p> <p>By: </p> <p>Printed Name: <u>Henry B. Spornicich</u></p> <p>Its: <u>Manager</u></p> <p>Date: <u>9/20/16</u></p>	<p>LESSEE:</p> <p>SIERRA PACIFIC POWER COMPANY, a Nevada corporation d/b/a NV ENERGY</p> <p>By: </p> <p>Matt Gingerich, Manager of Land Resources</p> <p>Date: <u>9-23-16</u></p>
---	--



LEGAL DESCRIPTION
COMMUNICATION SITE
LEASE

APN: 076-580-02
H and N Properties LLC.

A portion of Section 23, Township 22 North, Range 22 East, M.D.M., County of Washoe, State of Nevada, more particularly described as follows:

Commencing at a found 5/8" rebar and aluminum cap stamped PLS 4787 marking the east ¼ corner of said Section 23, as shown on Record of Survey 4995 for DLS Wind Power Holdings, LLC, as recorded in the Official Records of Washoe County, Nevada on December 14, 2007 as file number 3603120;

THENCE, along said east section line, North 0°47'14" West, a distance of 486.96 feet;

THENCE North 73°42'27" West, a distance of 108.10 feet to the POINT OF BEGINNING

THENCE South 86°55'30" West, a distance of 100.00 feet;

THENCE North 02°45'15" West, a distance of 100.00 feet;

THENCE North 86°55'30" East, a distance of 100.00 feet;

THENCE South 02°45'15" East, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 10,000 square feet of land, more or less.



Basis of Bearings: Record of Survey 4995 for DLS Wind Power Holdings, LLC, as recorded in the Official Records of Washoe County, Nevada on December 14, 2007 as file number 3603120;

All as shown on attached Exhibit A-1, and hereby made a part of this description.

END OF DESCRIPTION.

Prepared by Lawrence D. Larson P.L.S.

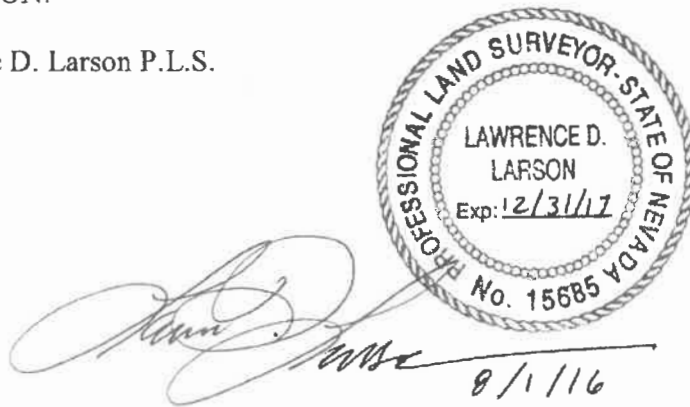
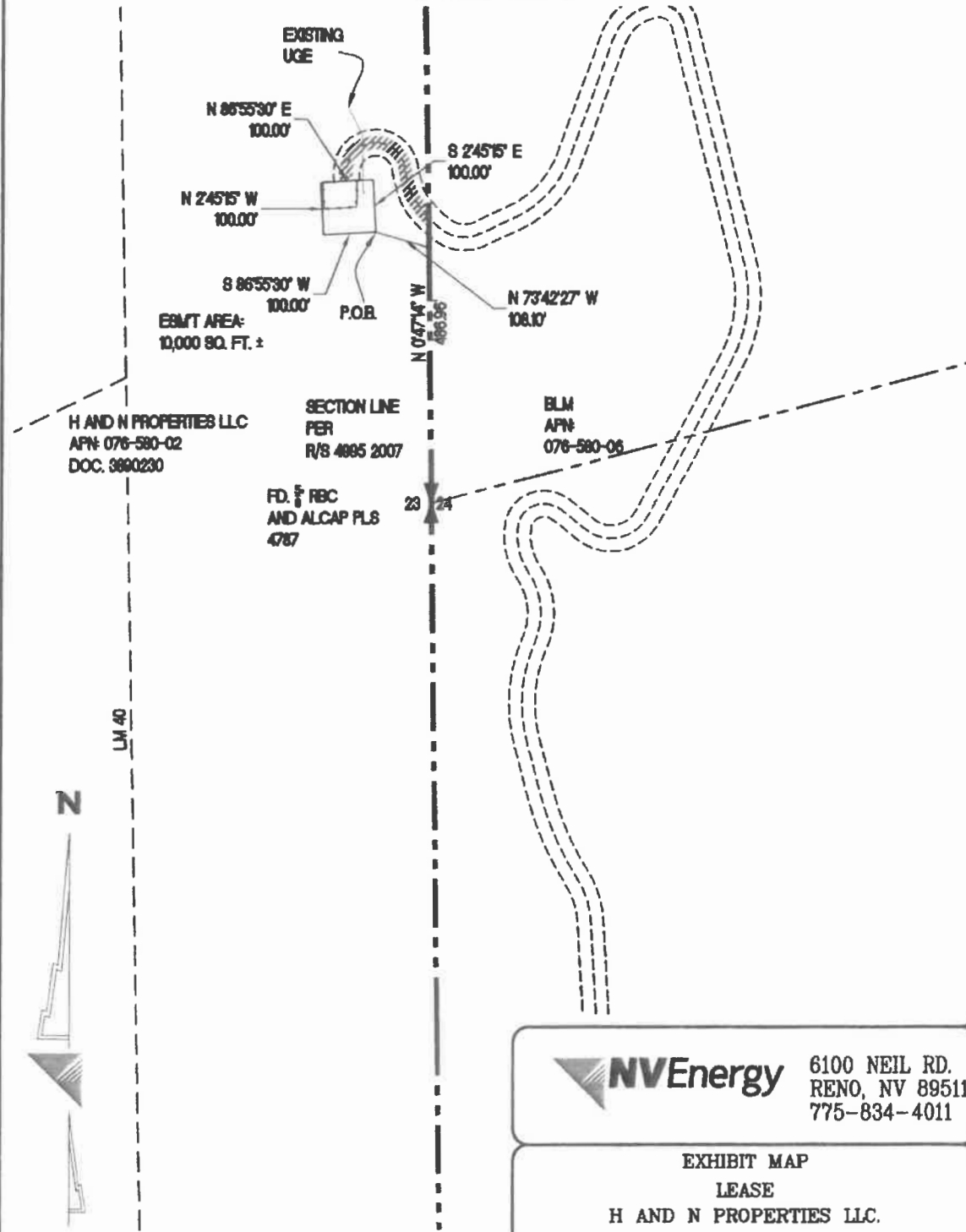


EXHIBIT A-1



H AND N PROPERTIES LLC
 APN: 076-580-02
 DOC. 3890230

SECTION LINE
 PER
 R/S 4895 2007

BLM
 APN
 076-580-06

FD. F RBC
 AND ALCAP PLS
 4787



LM 40

SCALE: 1" = 300'

NVEnergy 6100 NEIL RD.
 RENO, NV 89511
 775-834-4011

EXHIBIT MAP
 LEASE
 H AND N PROPERTIES LLC.
 A.P.N. 076-580-02

SEC. 23, T. 22 N., R. 22 E., M.D.M.
 WASHOE COUNTY NEVADA

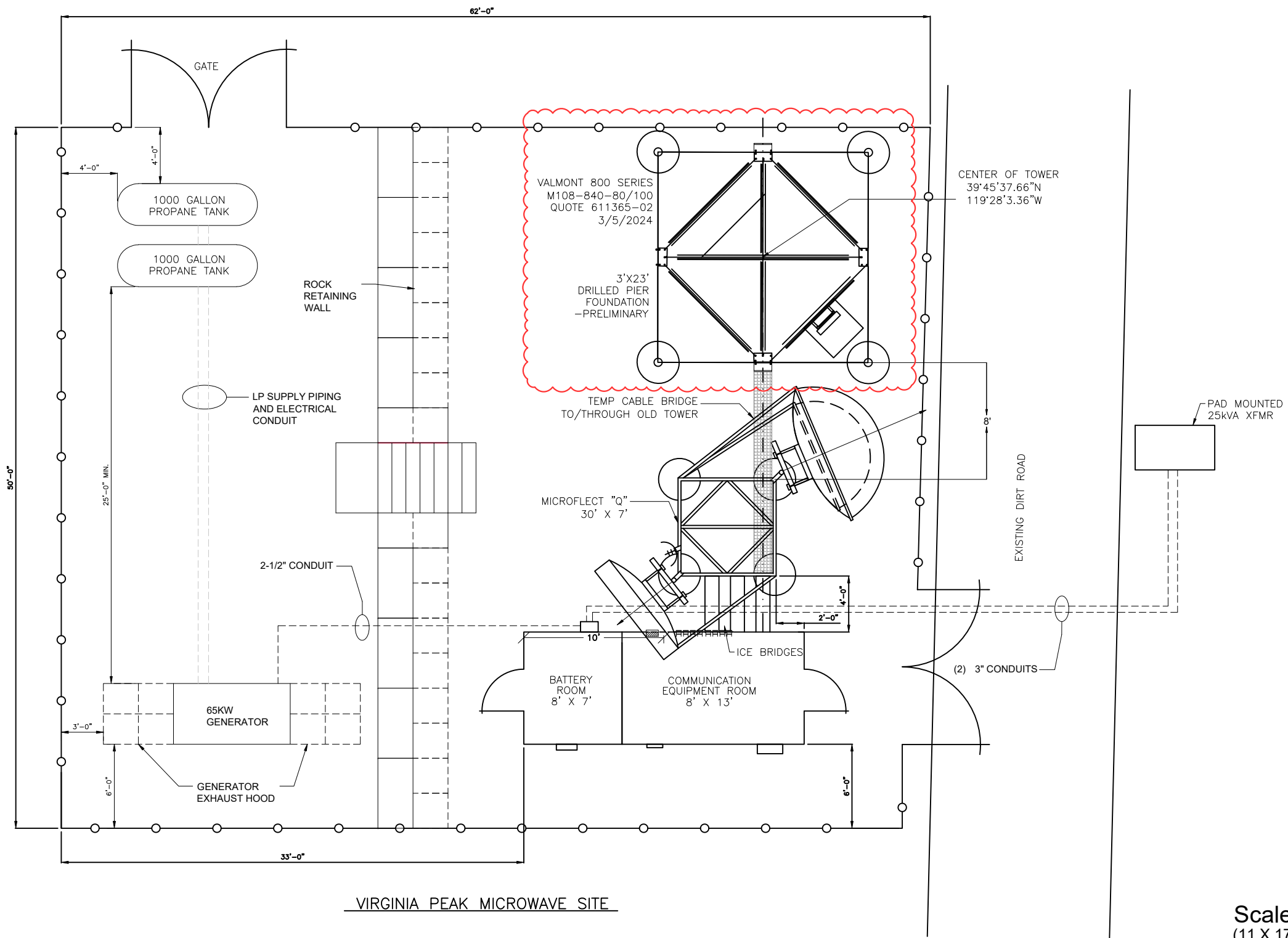
7/11/2016

PAGE 1 OF 1

K:\Survey\LAND PROJECTS\Virginia Peak Boundary\
 Virginia Peak NSPW.dwg <dl20502> 26Jul16-10:58

Proposed Site Plan Specifications

V:\Main\Projects\LANtern Switching Station\Design-VIRGINIA PEAK\331.VPK.E30.12-1.dwg



VIRGINIA PEAK MICROWAVE SITE



Scale: 1/4" = 1'-0"
(11 X 17 Print = 1/2 Scale)

80% DESIGN

RED - ADDITION/REVISED
 GREEN - REMOVED
 BLUE - NOTES

REV No.	WORK ORDER	DESCRIPTION	DATE	BY	CHKD	APPD	DATE	BY
5								
4								
3								
2								
1								

LANERN PROJECT VIRGINIA PEAK PLOT PLANS SITE PLAN	
DWG. No. 331.VPK.E30/12-1 WO No.	SHEET 1 OF 1 SCALE: NONE

Letter from Project Engineer

October 4, 2024

Project Name ("Project"): Washoe County Special Use Permit Application
Re: NV Energy New Virginia Peak Microwave Tower

("Contractor"): Telecom by Design, LLC on behalf of NV Energy

("Designer"): James Allen, NV Energy New Virginia Peak Microwave Tower Project Engineer

To: Washoe County Community Services Department Planning and Building

Re: Special Use Permit Application for New NV Energy Virginia Peak Microwave Tower

To Whom it May Concern,

In accordance with the Washoe County Community Services Department Planning and Building Special Use Permit Development Application Submittal Requirements, the NV Energy New Virginia Peak Microwave Tower Project Engineer, James Allen, is providing this letter. This letter shall serve as official notice that all project work will be facilitated and accomplished in compliance with all applicable provisions of the Washoe County Development Code.

Sincerely,



James Allen

Project Engineer and NV Energy New Virginia Peak Microwave Tower Project Designer

Telecom By Design, LLC
3225 Palacio Ct
Sparks, NV 89436
775-830-4864
NV License # 0083228, 0083228A

Property Lease
Agreement with
Easement Drawings
Depicting Existing
Roads



LEGAL DESCRIPTION
COMMUNICATION SITE
LEASE

APN: 076-580-02
H and N Properties LLC.

A portion of Section 23, Township 22 North, Range 22 East, M.D.M., County of Washoe, State of Nevada, more particularly described as follows:

Commencing at a found 5/8" rebar and aluminum cap stamped PLS 4787 marking the east ¼ corner of said Section 23, as shown on Record of Survey 4995 for DLS Wind Power Holdings, LLC, as recorded in the Official Records of Washoe County, Nevada on December 14, 2007 as file number 3603120;

THENCE, along said east section line, North 0°47'14" West, a distance of 486.96 feet;

THENCE North 73°42'27" West, a distance of 108.10 feet to the POINT OF BEGINNING

THENCE South 86°55'30" West, a distance of 100.00 feet;

THENCE North 02°45'15" West, a distance of 100.00 feet;

THENCE North 86°55'30" East, a distance of 100.00 feet;

THENCE South 02°45'15" East, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 10,000 square feet of land, more or less.



Basis of Bearings: Record of Survey 4995 for DLS Wind Power Holdings, LLC, as recorded in the Official Records of Washoe County, Nevada on December 14, 2007 as file number 3603120;

All as shown on attached Exhibit A-1, and hereby made a part of this description.

END OF DESCRIPTION.

Prepared by Lawrence D. Larson P.L.S.

Exhibit A



LEGAL DESCRIPTION
EASEMENT

APN: 076-580-02
H and N Properties LLC.

Two portions of Section 23, Township 22 North, Range 22 East, M.D.M., County of Washoe, State of Nevada, more particularly described as follows:

EASEMENT 1

A strip of land 25.00 feet in width 12.50 feet on each side of the following described centerline;

Commencing at a found 5/8" rebar and aluminum cap stamped PLS 4787 marking the east ¼ corner of said Section 23, as shown on Record of Survey 4995 for DLS Wind Power Holdings, LLC, as recorded in the Official Records of Washoe County, Nevada on December 14, 2007 as file number 3603120;

THENCE South 0°47'14" East, a distance of 245.78 feet to the POINT OF BEGINNING;

THENCE South 25°14'57" West, a distance of 709.71 feet more or less to the centerline of an existing power line and the end of this description.

Containing 17,742 square feet of land, more or less.

EASEMENT 2

A strip of land 15.00 feet in width 7.50 feet on each side of the following described centerline;

Commencing at a found 5/8" rebar and aluminum cap stamped PLS 4787 marking the east ¼ corner of said Section 23, as shown on Record of Survey 4995 for DLS Wind Power Holdings, LLC, as recorded in the Official Records of Washoe County, Nevada on December 14, 2007 as file number 3603120;



THENCE South 0°47'14" East, a distance of 965.38 feet to the POINT OF BEGINNING;

THENCE North 76°02'57" West, a distance of 604.21 feet more or less to the west line of that certain map entitled "Division of Land Map for Cattlemen's Title Guarantee Co. of Unit No. 2 of Monte Cristo Ranch" recorded as Land Map 40 in the Official Records of Washoe County as file number 591202 on February 28, 1979, and the terminus of this description.

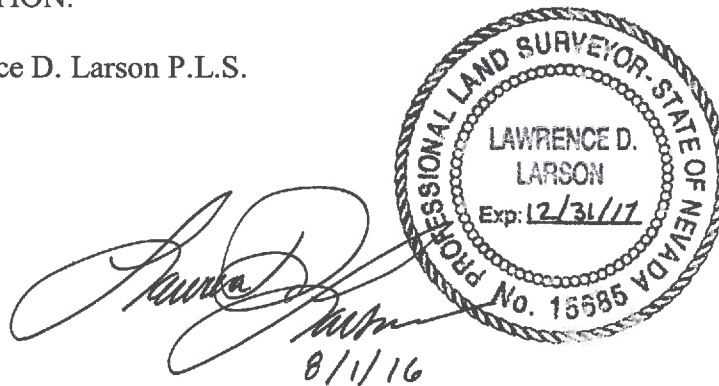
Containing 9,065 square feet of land, more or less.

Basis of Bearings: Record of Survey 4995 for DLS Wind Power Holdings, LLC, as recorded in the Official Records of Washoe County, Nevada on December 14, 2007 as file number 3603120;

All as shown on attached Exhibit A-1, and hereby made a part of this description.

END OF DESCRIPTION.

Prepared by Lawrence D. Larson P.L.S.



APN(s): 076-580-02

WHEN RECORDED MAIL TO:

Land Resources
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

H&N Properties, LLC, a Nevada limited liability company, (“Grantor”), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy (“Grantee”) and its successors and assigns a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements (“Utility Facilities”) upon, over, under and through the property legally described and generally depicted in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“Easement Area”);
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in Item 1 of this document and for all other activities permitted by this agreement.
3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities.

APN(s): 076-580-02

RW# n/a

Proj. # n/a

Project Name: Virginia Peak telecom site

GOE

Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

APN(s): 076-580-02

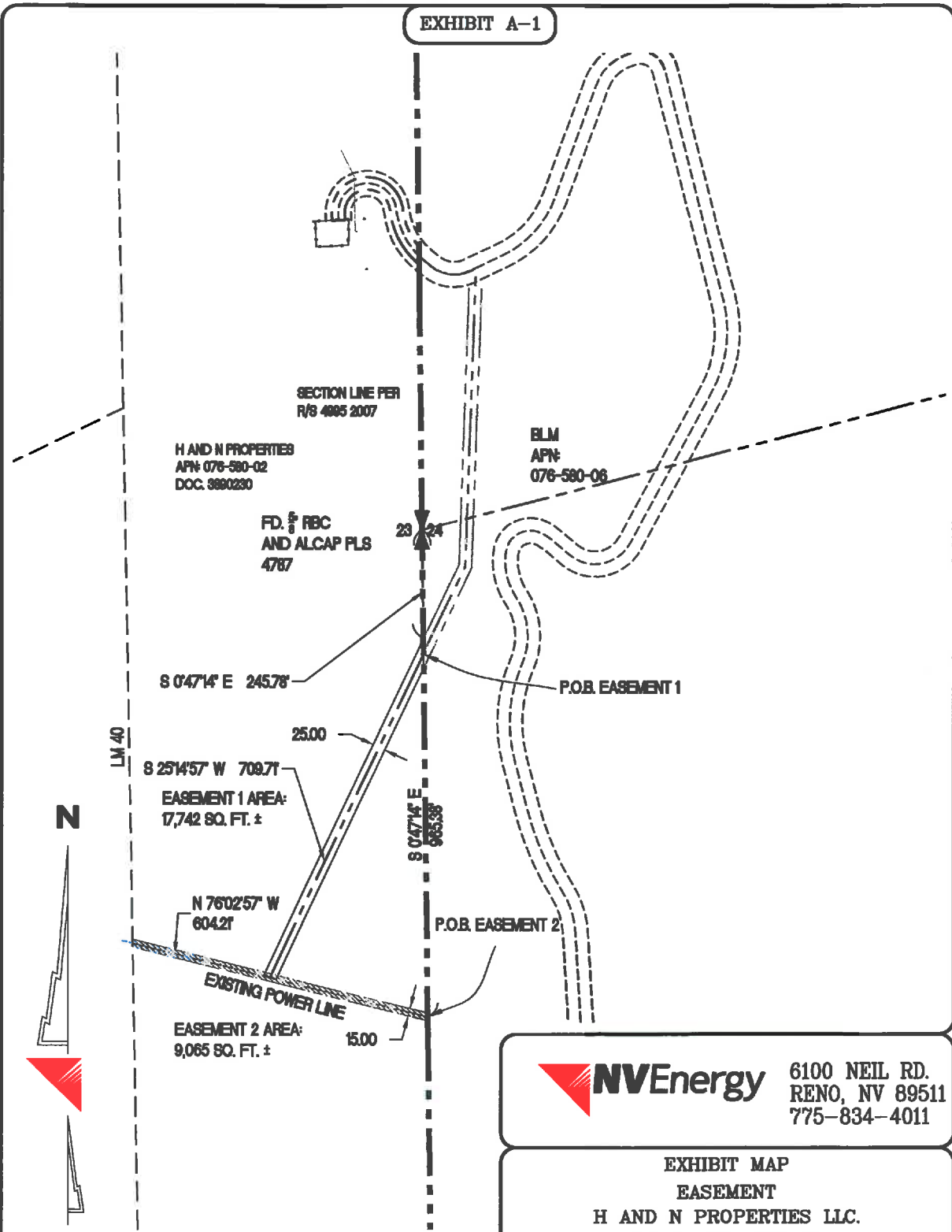
RW# n/a

Proj. # n/a

Project Name: Virginia Peak telecom site

GOE

EXHIBIT A-1



LM 40

N



SCALE: 1" = 300'

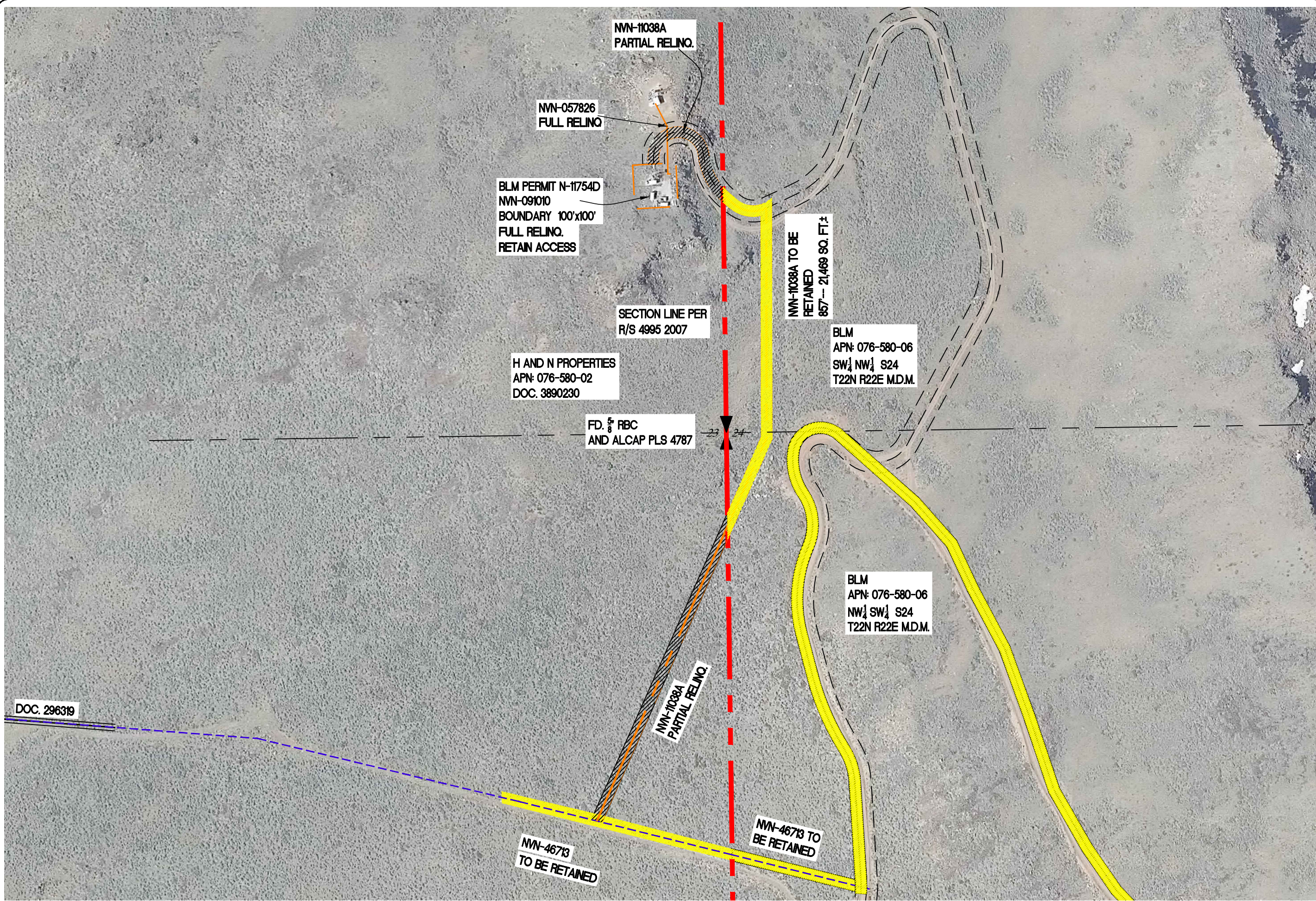
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Virginia Peak NSPW.dwg <d120502> 26Jul16-10:48

 6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP
EASEMENT
H AND N PROPERTIES LLC.
A.P.N. 076-580-02

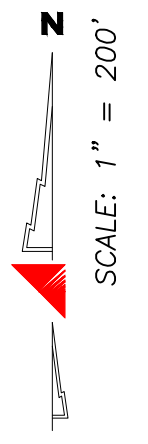
SEC. 23, T. 22 N., R. 22 E., M.D.M.
WASHOE COUNTY NEVADA

7/11/2016	PAGE 1 OF 1
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DOC. 296319

SURVEYOR:	LDL
PHONE NUMBER:	775-834-5391
PROJECT NUMBER:	LR6691VE12
PROJECTION:	NSPWBJUST



U:\Survey\LAND PROJECTS\Virginia Peak Boundary\Virginia Peak NSPWBJUST.dwg 2/25/2025 11:46:18 AM

NVEnergy
 6100 NEIL RD.
 RENO, NV 89511
 775-854-4011




EXHIBIT MAP
 VIRGINIA PEAK PUBLIC LANDS
 REQUIREMENTS
 T22N R22E S23
 WASHOE COUNTY NEVADA

Satellite View of Project

NVE Virginia Peak

Write a description for your map.

Legend

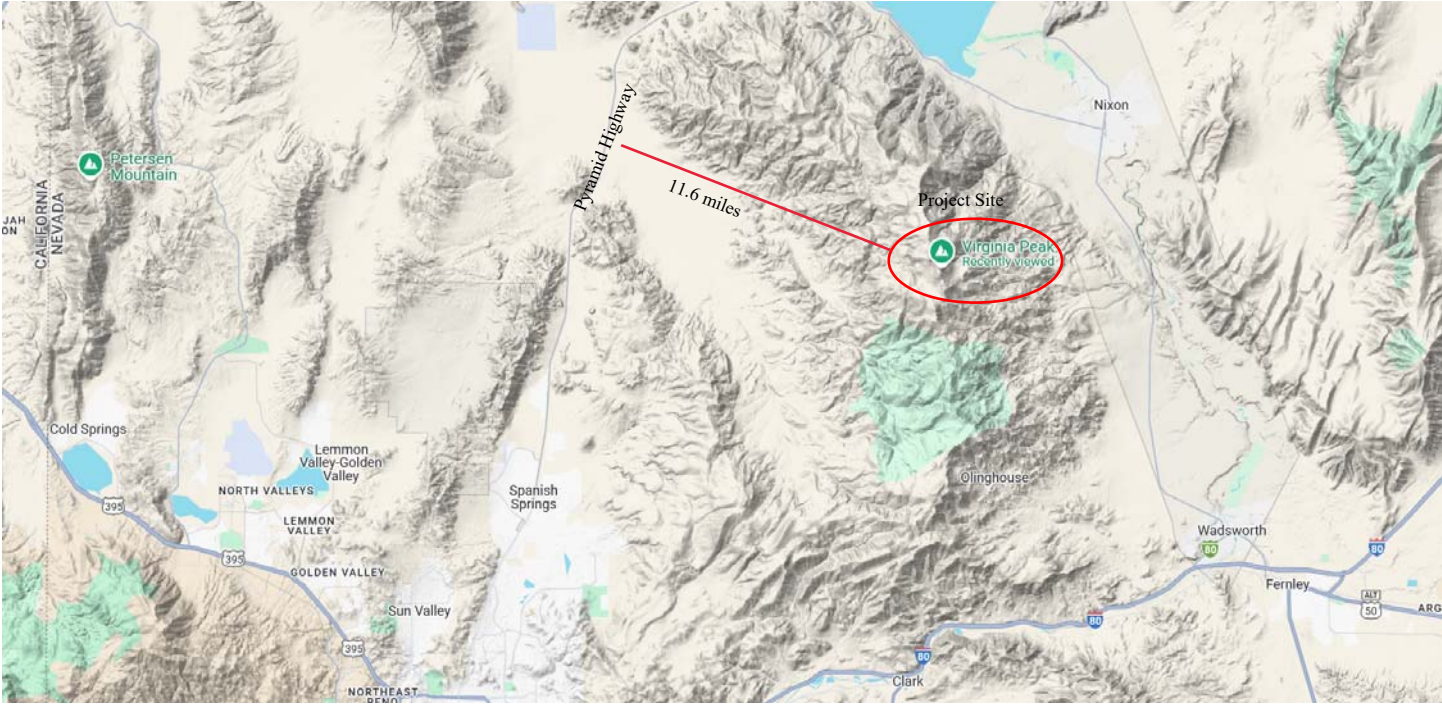
-  Current Fenced Site
-  Feature 1
-  NVE 100x 100 Leased area?



NVE fenced area

NON-NVE TOWER

Vicinity Map with Proximity to Major Roads



Google Maps



Map data ©2024 Google 2 mi

Photo of Existing Site



NOTICE
(())

Site Plan & Supporting Documents

- A. Lot size with dimensions drawn using standard engineering scales showing all streets and ingress/egress to the property.
- B. Property boundary lines, distances, and bearings.
- C. Date, scale, and number of each sheet in relation to total number of sheets

Grading Specifications

- a. Location and limits of all work to be done; no grading included in project, limits shown on Site Plan
- b. Existing and proposed contours; not included in project; footing details provided in Site Plan
- c. Overview map showing neighboring parcels provided in Site Plan

Landscaping, Signage, and Lighting Plans

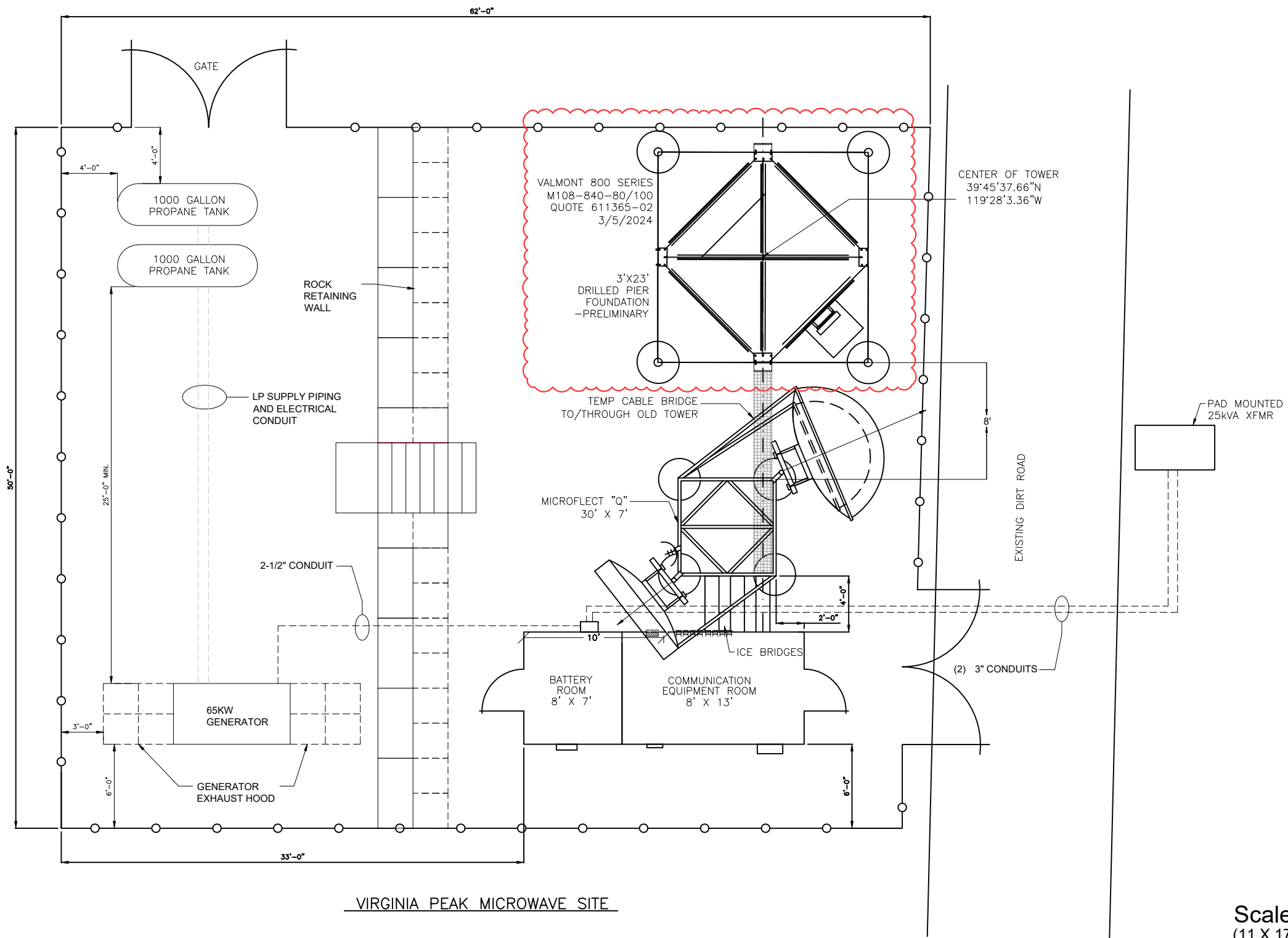
- Not included in the project; waiver request included in SUP Application Project Description

Building Elevations

- New telecom tower elevation drawing provided in Site Plan

Lot Size with Dimensions

V:\Main\Projects\LANERN Switching Station\Design-VIRGINIA PEAK\331.VPK.E30.12-1.dwg



VIRGINIA PEAK MICROWAVE SITE



Scale: 1/4" = 1'-0"
(11 X 17 Print = 1/2 Scale)

80% DESIGN

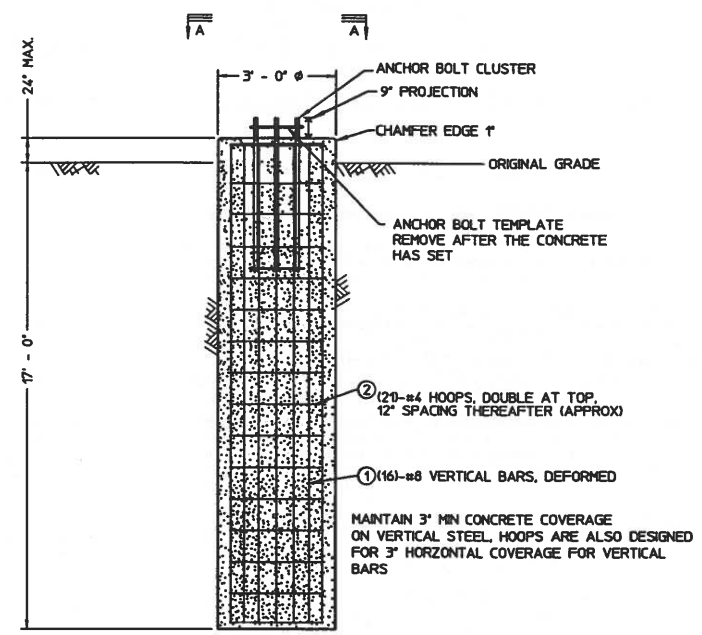
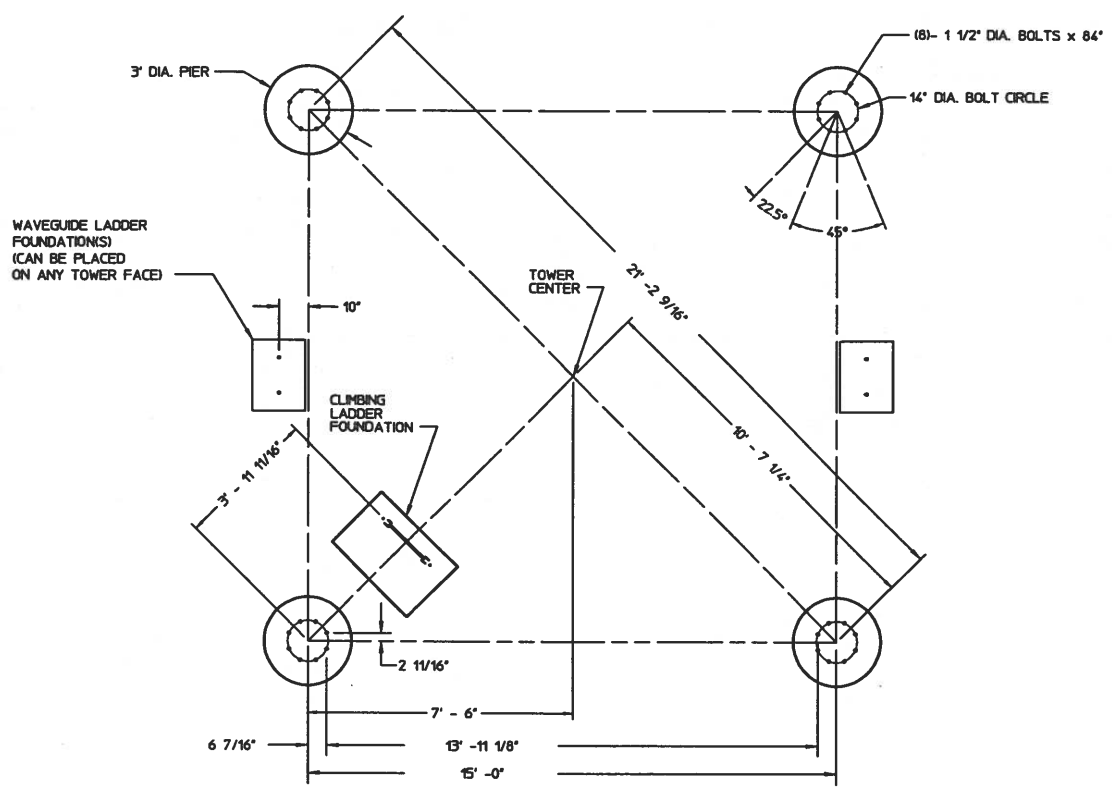
RED - ADDITION/REVISED GREEN - REMOVED BLUE - NOTES

REV No.	WORK ORDER	DESCRIPTION	DATE	BY	CHKD	APPD	DATE	BY
5								
4								
3								
2								
1								

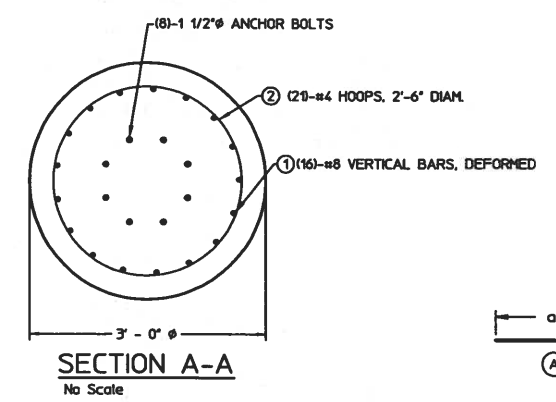
DRAWN		SCA
CHECKED		JJA
APP'D		AW
NV Energy		
LANERN PROJECT VIRGINIA PEAK PLOT PLANS SITE PLAN		
DWG. No.331.VPK.E30/12-1	SHEET 1 OF 1	
WO No.	SCALE: NONE	



Footing Details



DRILLED PIER ELEVATION
No Scale



SECTION A-A
No Scale

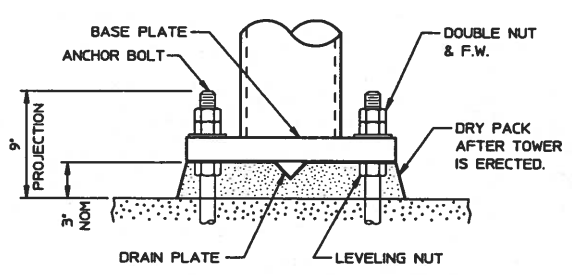
GENERAL NOTES: DRILLED PIER

- Prior to excavation, check the area for underground facilities.
- All reinforcing shall be intermediate grade deformed bars conforming to ASTM A615 Grade 60 (60,000 psi min. yield) and shall be provided by the foundation contractor. No welding is allowed on rebar cage.
- All concrete shall have a minimum compressive strength of 4,500 psi @ 28 days. Concrete slumps for the drilled piers shall be 5 to 6 inches to provide adequate workability and flowability. Other requirements for the concrete shall be as given in the ACI "Building Code Requirements for Reinforced Concrete", ACI 318, the latest edition.
- Refer to Geotech Report for installation recommendations. Concrete shall be placed using a tremie to the depth indicated on the foundation drawing. Under no circumstances should concrete be allowed to free-fall against either the steel reinforcement or the sides of the excavations during pier construction. Steel reinforcement and concrete should be placed immediately upon completion of the pier excavations. During concrete placement, the contractor shall not allow a cold joint to form in the pier. The portion above grade shall be formed.
- The top of piers at the same elevation shall be level with each other within 1/4". Trowel top of piers smooth.
- Concrete is assumed to weigh 150 pcf (normal weight).
- Dry Packing Procedures: Mix 2 parts sand, one part cement, and add just enough water to allow molding a shape by hand. Restrict the water content to a minimum to minimize the possibility of shrinkage when placed. The packing shall be done by hand, raming with bars or caulking tools, or a combination thereof.
- Estimated concrete volume for complete foundation installation = 20 cu. yards.
- Design based on the following factored (TIA-H) loads:
Maximum Download = 265 kips
Maximum Uplift = 245 kips
Maximum Leg Shear = 33 kips
- Installer should be prepared that shaft drilling through bedrock may be difficult. Clean the bottom of the shaft of any loose materials prior to placing rebar and concrete.
- This foundation design is based on the Geotechnical Report by Tetra Tech, Inc. Project No. 212K-CF-00531 Dated August, 2024 and Supplemental Design Parameter Info from September 13, 2024. Recommendations in this Report shall be followed by the foundation contractor.

REINFORCEMENT STEEL SCHEDULE									
Sym	Type	Rebar Size	Rebar Spacing	Dimensions				Weight (lbs)	Qty
				a	b	c	d		
1	A	#8	EQUAL	18'-6"				3162	64
2	F	#4	EQUAL	2'-6"	22"			512	84
3	A	#4	9"	2'-6"				5	3
4	A	#4	1'-3"	1'-6"				3	3
5	A	#4	6"	1'-0"				3	4
6	A	#4	6"	1'-6"				3	3

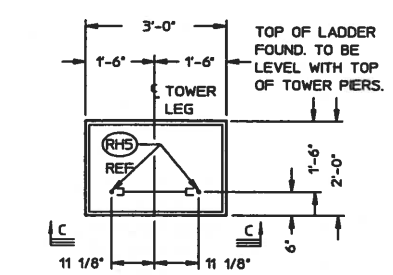
TOTAL STEEL WEIGHT FOR COMPLETE FOUNDATION INSTALLATION = 3688

(DOUBLE THE REBAR FOR THE W/G LADDER FOOTINGS IF TWO ARE INSTALLED)

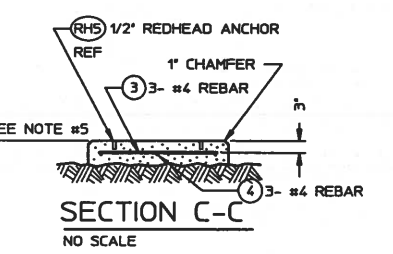


DRAIN PLATE INSTALLATION
NO SCALE

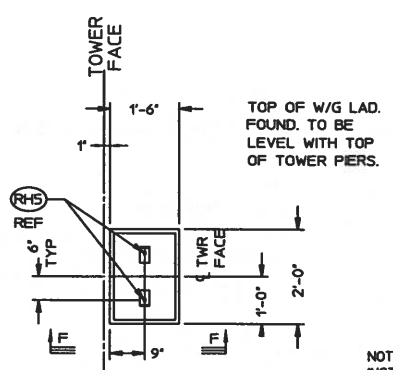
EXTREME CARE SHOULD BE TAKEN TO ASSURE THAT ALL LEVELING NUTS ARE LEVEL WITH RESPECT TO EACH OTHER PRIOR TO ERECTION OF THE TOWER.



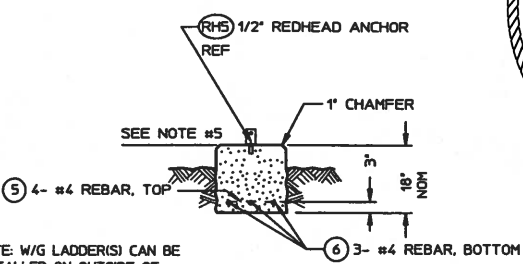
CLIMBING LADDER FOUNDATION PLAN
NO SCALE



SECTION C-C
NO SCALE

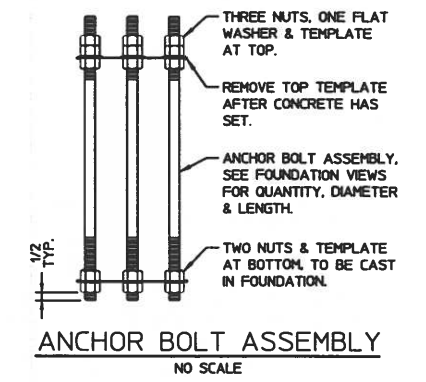
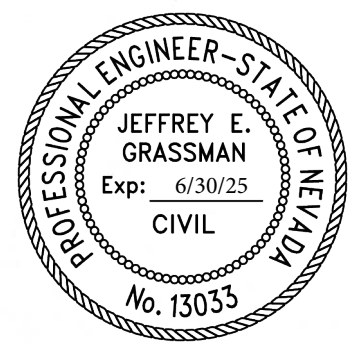


WAVEGUIDE LADDER FOUNDATION PLAN
NO SCALE



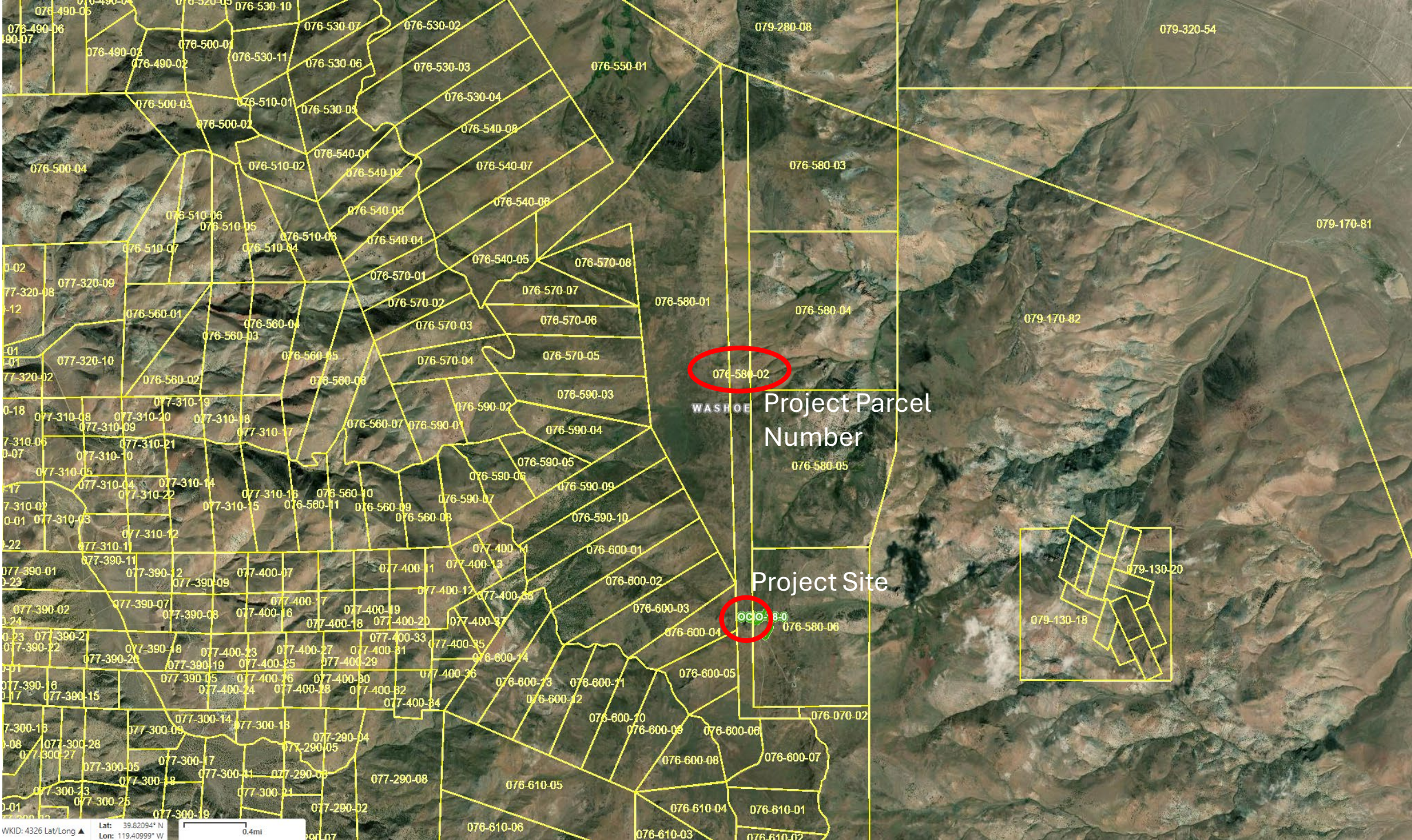
SECTION F-F
NO SCALE

NOTE: W/G LADDER(S) CAN BE INSTALLED ON OUTSIDE OF ANY TOWER FACE(S)
THE CLIMBING LADDER CAN BE INSTALLED IN ANY TOWER CORNER



UNLESS OTHERWISE STATED DIMENSIONS ARE IN INCHES TOLERANCES ON FRACTIONS DECIMALS ANGLES + 1/16" .004 .01-30"	CONTRACT NO.	611365-1	VALMONT MICROFIBER 3575 25TH STREET SE SALEM, OR 97302 PHONE: 503343-9287 FAX: 503349-2040	
	DRIVEN BY	JG		DATE
	CHECKED BY	MF	DATE	17SEP24
	SCALE	D 29189	DWG NO.	D-153505
			SHEET	1 OF 1

Adjacent Parcels Map



076-580-02

Project Parcel
Number

076-600-04

Project Site

Tower Elevation Profile

Appendices

Washoe County SUP Application Checklist

Items listed as non-applicable (N/A) were determined on a call with Trevor Lloyd, Washoe County Planning Manager on September 27, 2024.

No.	Section	Requirement	Notes
1	Fees:	See Master Fee Schedule. Most payments can be made directly through the OneNV.us portal. If you would like to pay by check, please make the check payable to Washoe County and bring your application and payment to the Community Services Department (CSD).	Pay fee online or by check
2	Development Application:	A completed Washoe County Development Application form.	SUP Application Form
3	Owner Affidavit:	The Owner Affidavit must be signed and notarized by all owners of the property subject to the application request.	Will provide
4	Proof of Property Tax Payment:	The applicant must provide a written statement from the Washoe County Treasurer's Office indicating all property taxes for the current quarter of the fiscal year on the land have been paid	Will provide
5	Neighborhood Meeting:	This project may require a Neighborhood Meeting to be held prior to application submittal. Please contact Washoe County Planning at Planning@washoecounty.gov or by phone at 775-328-6100 to discuss requirements.	County has confirmed that they will not require this.
6	Application Materials:	The completed Special Use Permit Application materials.	SUP Application Form
7	Proposed Site Plan Specifications (Special Use Permit and Stables):		
7	a.	Lot size with dimensions drawn using standard engineering scales showing all streets and ingress/egress to the property	Show on Site Plan

7	b.	Show the location and configuration of all existing and proposed buildings (with distances from the property lines and from each other), all existing buildings that will remain (with distances from the property lines and from each other), all existing buildings that will be removed, and site improvements on a base map with existing and proposed topography expressed in intervals of no more than five (5) feet.	N/A
7	c.	Show the location and configuration of wells and well houses, septic systems and leach fields, overhead utilities, water and sewer lines, and all existing and proposed easements.	N/A
7	d.	Show locations of parking, landscaping, signage and lighting.	N/A - Request waiver on SUP Form
7	e.	The cross sections of all rights-of-way, streets, alleys or private access ways within the proposed development, proposed name and approximate grade of each, and approximate radius of all curves and diameter of each cul-de-sac.	N/A
7	f.	Property boundary lines, distances and bearings.	Show on Site Plan - Request from Telecom by Design
7	g.	Contours at five (5) foot intervals or two (2) foot intervals where, in the opinion of the County Engineer, topography is a major factor in the development.	N/A
7	h.	Indication of prominent landmarks, rock outcroppings, and natural foliage which will be deciding considerations in the design of the development.	N/A
7	i.	If any portion of the land within the boundary of the development is subject to inundation or storm water overflow, as shown on the adopted Federal Emergency Management Agency's Flood Boundary and Floodway Maps, that fact and the land so affected shall be clearly shown on the map by a prominent note on each sheet, as well as width and direction of flow of each water course within the boundaries of the development.	N/A

7	j.	Existing and proposed roads, trails or rights-of-way within the development shall be designated on the map. Topography and existing developments within three hundred (300) feet must also be shown on the map.	Provide Easement Drawings in Lease Document to show Existing Roads
7	k.	Vicinity map showing the proposed development in relation to Interstate 80, Highway 395, I-580, or a major arterial. The vicinity map shall also include a north arrow.	Provide overview /vicinity map in relation to Pyramid HWY
7	l.	Date, scale, and number of each sheet in relation to the total number of sheets, and the name of the person preparing the plans.	Shown on drawings set by Telecom by Design
7	m.	Location of snow storage areas sufficient to handle snow removed from public and private street, if above 5,500 feet.	N/A
7	n.	All known areas of potential hazard (and the basis for delineation) shall be clearly designated on the map. Additionally, active fault lines (post-Holocene) shall be delineated on the map.	N/A
7	o.	Location of areas with slopes greater than fifteen percent (15%) and thirty percent (30%).	N/A
7	p.	Boundary of any wetland areas and/or floodplains within the project site.	N/A
7	q.	Note by the project engineer or design professional indicating compliance with all applicable provisions of the Washoe County Development Code.	Obtain Letter from Engineer/EOR - Telecom by Design
7	r.	Significant Hydrological Resources. Indicate the critical and sensitive buffer zones according to Article 418 of the Washoe County Development Code.	N/A
8	Site Plan Specifications for Grading:		
8	a.	Location and limits of all work to be done.	No Grading - Show limits of work on Site Plan
8	b.	Existing contours and proposed contours.	Provide Footing Details
8	c.	Location of any structures on adjacent parcels that parcel boundary.	Provide overview map showing

			neighboring parcels. (HDR)
8	d.	Existing draining (natural and man-made) and proposed drainage patterns.	N/A
8	e.	Sufficient elevation data to show the drainage will work as proposed.	N/A
8	f.	Quantities of excavation fill and disturbed surface area shall be calculated and shown on the site plan. Areas under buildings and pavement need not be included in these calculations.	N/A
8	g.	Quantities of material proposed to be removed from the site must be shown. The proposed disposal area and the disposition of fill must be noted on the plan.	N/A
8	h.	Limiting dimensions of cut and fill.	N/A
8	i.	Proposed BMPs (Best Management Practices) for controlling water and wind erosion if a disturbed area is left undeveloped for more than thirty (30) days.	N/A
8	j.	Cut and fill slopes setback from the property boundary.	N/A
8	k.	Structure setbacks from a slope.	N/A
9	Grading:	In accordance with the grading provisions of Washoe County Code, Article 438, if the thresholds for a grading permit are met or exceeded, the grading plans shall indicate the existing and proposed grades, slope treatments (i.e. rip rap, erosion control, etc.) and drainage channels and the direction of flow. Cross sections must be provided at a minimum of two key locations.	N/A
9	Traffic Impact Report (Special Use Permit and Stables):	Traffic impact reports are required whenever the proposed development project will generate 80 or more weekday peak hour trips as determined using the latest edition Institute of Transportation Engineers (ITE) trip generation rates or other such sources as may be accepted by Washoe County Engineering. Projects with less than 200 peak hour trips may not need to perform an impact analysis for future years. Traffic consultants are encouraged to contact Washoe County Engineering and Capital Projects staff	N/A

		prior to preparing a traffic impact report.	
10	Landscaping:	Landscape plans may be required, for stables. Landscape plans may include: a soils evaluation; color and type of building material, such as fencing material; type of plant material; location of plant material and proposed maintenance schedule; size of plant material at planting and size of plant material at full maturation; type and amount of mulch material; and an irrigation plan.	N/A (Waiver)
	a	<p>a. Planting Plan Specifications: The planting plan must include all necessary information to satisfy Washoe County Code Section 110.412.60, Planting Standards.</p> <p>Proposed Tree Locations. Individual trees shall be graphically depicted in the proposed locations; trees shall be identified as either evergreen or deciduous; trees shall be individually labeled or coded and cross referenced to the proposed plant species in the plant legend.</p> <p>Proposed Plant Material. The preliminary plan must identify where, and a square footage amount for, one or all of the following items: trees, mulch (rock, DG or bark), seeded areas, etc.</p> <p>Existing On-Site Vegetation. In the case of large strands of trees and shrubs, individual locations may be identified with a revision cloud symbol. Smaller numbers or strands of trees (six (6) inch caliper and greater) shall be identified individually. Shrub areas and other forms of vegetation such as grasses shall be identified with a revision cloud symbol.</p>	N/A

		<p>Plant Legend. Legend shall include all proposed plant material, including the following: common name, botanical name, size at planting, spacing and quantity (of trees only).</p> <p>Landscape Area Legend. A summary of proposed areas and their square footages shall include: lawn, existing and or proposed paving, existing trees to be preserved, existing trees to be removed and the amount of proposed shrubs.</p>	
	b	<p>b. Irrigation Plan Specifications: The irrigation plan must include all necessary information to satisfy Washoe County Code Section 110.412.65, Irrigation Standards. Location, size, and specifications of water source(s), water mains, meter(s), valves, and the controller.</p> <p>Temporary or permanent water irrigation systems.</p> <p>Equipment identification number.</p> <p>An approved backflow prevention device is required on all landscape irrigation systems.</p>	N/A
11	Signage Plan:	<p>The signage plans shall include sign elevations and delineate location, height, style, dimensions, intensity of sign lighting and finish of any proposed signage:</p>	N/A (Waiver)
12	Lighting Plan:	<p>Show the location and configuration of all proposed exterior lighting including a detail of the parking lot light fixtures, pole heights, security lighting, and wall mounted illumination fixtures.</p> <p>Parking lot areas shall be depicted showing lumen isolines demonstrating compliance with the provisions of the Washoe County Development Code.</p>	N/A (Waiver)

13	Building Elevations:	All buildings and structures including fences, walls, poles and monument signs proposed for construction within the project shall be clearly depicted in vertical architectural drawings provided in accurate architectural scale. All architectural elevations from all building faces shall be presented.	Provide Elevation Drawing of Telecom Tower
14	Submission Packets:	Two (2) packets and a flash drive. and contain a signed and notarized Owner Affidavit. Any digital documents need to have a resolution of 300 dpi. If materials are unreadable, you will be asked to provide a higher quality copy. The packet shall include one (1) 8.5" x 11" reduction of any applicable site plan, development plan, and/or application map. Labeling on these reproductions should be no smaller than 8 point on the 8 x 11" display. Large format sheets should be included in a slide pocket(s). Any specialized reports identified above shall be included as attachments or appendices and be annotated as such.	HDR to compile and prepare - Submittal on Friday 10/4 via Washoe County Portal. Physical Copies and flash drive to be delivered by hand.
Notes:			
	i.	Application and map submittals must comply with all specific criteria as established in the Washoe County Development Code and/or the Nevada Revised Statutes.	HDR to compile and prepare
	ii	Appropriate map engineering and building architectural scales are subject to the approval of the Planning and Building and/or Engineering and Capital Projects.	HDR to compile and prepare
	iii	All oversized maps and plans must be folded to a 9" x12" size	HDR to compile and prepare
	iv	Based on the specific nature of the development request, Washoe County reserves the right to specify additional submittal packets, additional information and/or specialized studies that clarify the potential impacts and potential conditions of development in order to minimize or mitigate impacts resulting from the project. No application shall be processed until the	HDR to compile and prepare

		information necessary to review and evaluate the proposed project is deemed complete by the Director of Planning and Building.	
	v	Labels: The applicant is required to submit a list of mailing addresses for every tenant residing in a mobile home park that is within five hundred (500) feet of the proposed project (or within seven hundred fifty (750) feet of the proposed project if the proposed project is a project of regional significance).	HDR to compile and prepare
	vi	Please be advised that the Washoe County Director of Planning and Building or their designee, Washoe County Board of Adjustment, and/or Washoe County Planning Commission have the ability to determine an application incomplete if they cannot ascertain what the applicant is requesting, or if there is insufficient information to determine a favorable outcome.	HDR to compile and prepare