



# WASHOE COUNTY

*"Dedicated To Excellence in Public Service"*

[www.washoecounty.us](http://www.washoecounty.us)

## STAFF REPORT

COMMISSION MEETING DATE: June 4, 2019

**DATE:** May 22, 2019  
**TO:** Open Space and Regional Parks Commission  
**FROM:** Sophia Kirschenman, Park Planner, Community Services Department, 328-3623, [SKirschenman@washoecounty.us](mailto:SKirschenman@washoecounty.us)  
**THROUGH:** Eric Crump, Operations Division Director, Community Services Department, 328-3625, [Ecrump@washoecounty.us](mailto:Ecrump@washoecounty.us)  
**SUBJECT:** Presentation, discussion and possible recommendation to the Board of County Commissioners for approval of an Easement Agreement and Easement Deed between Washoe County and Spanish Springs Associates L.P., for a slope and temporary construction easement totaling  $\pm 14,717$  square feet on APN 532-091-12. (Commission District 4)

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### SUMMARY

Washoe County owns a  $\pm 5$  acre site (APN 532-091-12) located adjacent to Gator Swamp Park that was donated by Spanish Springs Associates L.P. in 2016 for future expansion of the existing park. Spanish Springs Associates L.P. is requesting a Slope and Temporary Construction Easement that would allow them to refortify an unstable slope to provide lateral support for a proposed subdivision and prepare the area for future park improvements.

Under the terms of the Agreement, Spanish Springs Associates L.P. would be granted permanent access to the slope easement area for the purposes of constructing, installing, using, reconstructing, repairing, replacing, and maintaining a graded earthwork slope and related slope improvements. Additionally, Spanish Springs Associates L.P. would be granted a temporary construction easement across Washoe County property to access the slope easement area for the purposes of constructing the slope improvements. The temporary construction easement would expire upon completion of the slope improvements or within nine months from the date of recording the Agreement in the office of the Washoe County Recorder, whichever occurs first.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

### PREVIOUS ACTION

On July 12, 2016, the Board of County Commissioners (Board) approved a donation of  $\pm 5$  acres of real property from Spanish Springs Associates L.P. to Washoe County, including a portion of APN 532-091-09 for use as a public park.

On June 7, 2016, the Park Commissioners recommended that the Board of County Commissioners approve a donation of  $\pm 5$  acres of real property from Spanish Springs Associates L.P. to Washoe County, including a portion of APN 532-091-09 for use as a public park.

### **BACKGROUND**

In 2016, the Board approved the donation of a portion of APN 532-091-09 (the donated  $\pm 5$  acres is currently identified as part of APN 532-091-12) from Spanish Springs Associates L.P. to Washoe County, for use as a public park. The donated area is located adjacent to Gator Swamp Park and currently remains unimproved, but will eventually be built out to expand the existing park, as funds become available. The remaining portion of APN 532-091-09 ( $\pm 15.5$  acres) was rezoned from Parks and Recreation (PR) to Medium Density Suburban (MDS) with the intent to build a subdivision in the future. Upon designing the plans for the proposed Pyramid Ranch Annex Subdivision on the remaining  $\pm 15.5$  acres of the parcel, the developer realized that the slopes adjacent to the proposed subdivision (the land they donated that is now owned by Washoe County) would need to be stabilized in order to provide lateral support for the residential development. Thus, Spanish Springs Associates L.P. is requesting a Slope and Temporary Construction Easement that would allow them to refortify the area by grading it to a 3:1 slope. This would both provide lateral support for the proposed subdivision and prepare the area for future park improvements.

The Community Services Department has determined that the proposed project is compliant with the approved Washoe County Parkland Easement Policy as it is complementary with other planned and existing park uses at the subject site.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

It is recommended that the Park Commissioners recommend to the Board of County Commissioners approval of an Easement Agreement and Easement Deed between Washoe County and Spanish Springs Associates L.P., for a slope and temporary construction easement totaling  $\pm 14,717$  square feet on APN 532-091-12.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to recommend to the Board of County Commissioners approval of an Easement Agreement and Easement Deed between Washoe County and Spanish Springs Associates L.P., for a slope and temporary construction easement totaling  $\pm 14,717$  square feet on APN 532-091-12."

A.P.N: 532-091-12

After Recordation Return To:

Spanish Springs Associates L.P.  
550 W. Plumb Lane, #B-505  
Reno, NV 89509

**EASEMENT DEED  
GRANT OF SLOPE AND TEMPORARY CONSTRUCTION EASEMENT**

**THIS GRANT OF SLOPE AND TEMPORARY CONSTRUCTION EASEMENT (“Deed”) is entered by and between WASHOE COUNTY, a political subdivision of the State of Nevada “GRANTOR” and “SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP”, a Nevada limited partnership, hereinafter referred to as “GRANTEE”.**

**W I T N E S S E T H:**

WHEREAS, Grantor is the owner of certain real property situate in the County of Washoe, State of Nevada, currently Assessor's Parcel No. 532-091-12 (“Grantor’s Property”), identified and described in Exhibit “A” attached hereto and property described in Exhibit “B” (“Slope Easement Area”); and

WHEREAS, Grantee is owner of certain real property situate in the County of Washoe, State of Nevada, described in Exhibit “C” attached hereto (“Grantee’s Property”); and

WHEREAS, Grantor and Grantee have entered into an Easement Agreement dated \_\_\_\_\_, pursuant to which Grantor has agreed to convey a permanent non-exclusive slope easement across a portion of the Grantor’s Property described in Exhibit “B” (“Slope Easement Area”) and depicted in the map on Exhibit “B-1” attached hereto and a temporary construction easement to Grantee across Grantor’s Property; and

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

1. Slope Easement. Grantor hereby grants to Grantee a non-exclusive easement in gross in, on, over, under, and across the Slope Easement Area for the purposes of constructing, installing, using, reconstructing, repairing, replacing, and maintaining a graded and compacted earthwork slope and related slope improvements in accordance with improvement plans prepared by a professional engineer to facilitate grading for residential development within the Grantee Property. Grantor also grants to Grantee a temporary construction easement over, under, and across the Grantor Property for purposes of constructing the slope easement

improvements. Said temporary construction easement shall expire on the earlier to occur of: (i) completion of the slope easement improvements; or (ii) nine (9) months from the date of recording of this Agreement in the office of the Washoe County Recorder.

2. Easement Access. Grantee shall have at all times ingress and egress to the Slope Easement Area for the purposes set forth above, including without limitation constructing, installing, using, reconstructing, repairing, replacing, and maintaining said earthwork slope. Grantee understands that the Slope Easement Area is located on a property that will eventually be built out as a park and Grantee will not unreasonably interfere with Grantor's operation, maintenance, or future improvements of Grantor's Property.

3. Grantor's Reservation of Rights. Subject at all times to the limitations and provisions of Section 3.1, Grantor reserves to itself, and to its successors, agents and assigns, (i) the right of ingress and egress over the surface of the Slope Easement Area and to use the surface area of the Slope Easement Area for parks and recreation purposes and uses by the general public. Grantor reserves the right to make reasonable improvements to the Slope Easement Area for public recreation purposes and consistent with its use.

3.1 No Unreasonable Interference. Grantor shall not (a) erect or place or permit to be erected or placed any buildings or improvements on the Slope Easement Area that are inconsistent with or unreasonably interfere with Grantee's full use and enjoyment of the rights granted herein; (b) disturb any grading, compaction or other improvements placed within the Slope Easement Area pursuant to this Agreement in a manner that places an unreasonable burden or unreasonably interferes with Grantee's full use and enjoyment of the rights granted herein; or (c) grant any other easements pertaining to or make any other use of the Slope Easement Area that is inconsistent with or interferes with Grantee's full use and enjoyment of the rights granted herein.

Grantee acknowledges by acceptance of the Slope Easement Area that Grantor's present and future public recreational uses of, and practices on, the surface area of Grantor's Property are compatible with the purpose of this Easement. Grantor reserves the right to use and enjoy Grantor's Property and surface area of Easement in accordance with those present parks and recreational practices and uses now and in perpetuity. Grantor and Grantee recognize that the future uses of, and practices on, the surface of Grantor's Property may change over time as a result of the development and the public's need for recreation. Grantee acknowledges that the County owns this property and that Grantee's use of the Slope Easement Area shall be subject to and not interfere with any existing restrictions placed on the County Property.

4. Reimbursement for Breach. Each party shall reimburse the other party for all reasonable expenses, damages, and costs, including attorney fees, incurred by the injured party as a result of either party's breach of any covenant set forth herein.

5. Covenants Running with the Land. This Slope Easement shall run with the land and bind Grantor, but shall not inure to the benefit of the future owners of each subdivided lot within Grantee Property, described in Exhibit "C" attached hereto. This Slope Easement shall be

binding on current and future owners of the Slope Easement Area and all persons claiming under them. Grantee may assign its rights and obligations under this Agreement to the Pyramid Ranch Annex Association, a Nevada nonprofit corporation, which includes as member the owners of the Grantee Property, by a written instrument recorded in the official records of Washoe County, Nevada, referencing this Agreement. Grantor and its successors, agents, employees, licensees and assigns shall have no obligation to repair or maintain slopes constructed by or on behalf of Grantee within the Slope Easement Area except for repair of any damage caused by the acts of Grantor or its successors or their contractors, agents, employees, licensees or assigns. The covenants, easements and agreements contained may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded for any violation; provided, however, that nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought.

6. Indemnification. Grantee shall defend, indemnify and hold Grantor, its officers, agents, and employees harmless from any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorneys' fees) to any person, persons, or property arising out of Grantee's use of, or negligent construction of the improvements within, the Slope Easement Area.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee their successors, agents, contractors, licensees and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

*(signatures and notaries to follow on next page)*

“GRANTOR”

WASHOE COUNTY, a political subdivision  
of the State of Nevada

By: \_\_\_\_\_  
Chair  
Washoe County Commission

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF WASHOE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, \_\_\_\_\_ personally  
appeared before me, a Notary Public, and acknowledged to me that he/she executed the above  
instrument for the purpose therein contained.

\_\_\_\_\_  
Notary Public

“GRANTEE”

Spanish Springs Associates L.P.  
a Nevada limited partnership

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

By: \_\_\_\_\_  
Jesse Haw  
President

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF WASHOE        )

On this 28 day of May, 2019, Jesse Haw,  
personally appeared before me, a Notary Public, and acknowledged to me that he/she executed the  
above instrument for the purpose therein contained.



\_\_\_\_\_  
Notary Public

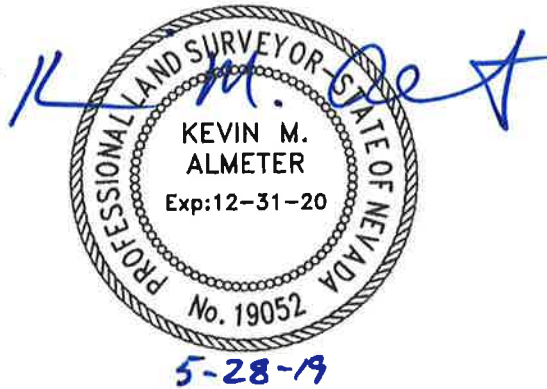
**EXHIBIT A  
LEGAL DESCRIPTION FOR  
GRANTOR'S PROPERTY**

All that certain real property situate within a portion of the Southwest One-Quarter (SW 1/4) of Section Twenty-Six (26), Township Twenty-One (21) North, Range Twenty (20) East, Mount Diablo Meridian, County of Washoe, State of Nevada, being more particularly described as follows:

BEING Parcel B-3 as shown on Record of Survey Map No. 5820, recorded on April 5, 2017, as File No. 4693477, filed in the Official Records of Washoe County, Nevada.

APN: 532-091-12

Prepared by:  
Wood Rodgers, Inc.  
1361 Corporate Blvd.  
Reno, NV 89502



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Kevin M. Almeter, P.L.S.  
Nevada Certificate No. 19052

**EXHIBIT B**  
**LEGAL DESCRIPTION FOR**  
**SLOPE EASEMENT AREA**

All that certain real property situate within a portion of the Southwest One-Quarter (SW 1/4) of Section Twenty-Six (26), Township Twenty-One (21) North, Range Twenty (20) East, Mount Diablo Meridian, County of Washoe, State of Nevada, being a portion of Parcel B-3 as shown on Record of Survey Map No. 5820, recorded on April 5, 2017, as File No. 4693477, filed in the Official Records of Washoe County, Nevada, being more particularly described as follows:

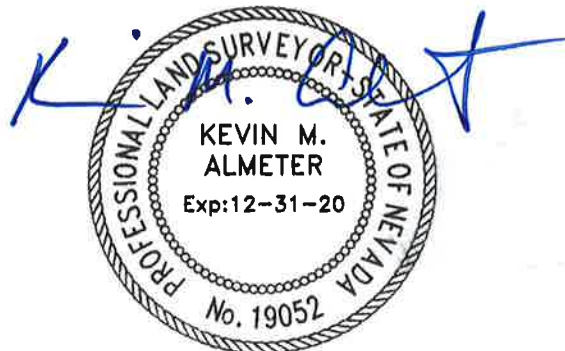
BEGINNING at the northwesterly corner of said Parcel B-3;  
THENCE along the northerly line of said Parcel B-3, North 76°00'37" East a distance of 15.18 feet;  
THENCE departing said northerly line, South 05°15'19" East a distance of 288.31 feet;  
THENCE South 24°01'32" East a distance of 485.30 feet to the westerly line of Lot 11 as shown on Subdivision Tract Map No. 4626, recorded on March 29, 2006, as File No. 3367687, filed in said Official Records, also being the beginning of a non-tangent curve to the left;  
THENCE along said westerly line from a radial line which bears South 85°24'49" East, 56.02 feet along the arc of a 1375.00 foot radius curve through a central angle of 02°20'04" to the northerly right-of-way terminus of Sand Dune Drive,  
THENCE along said northerly right-of-way, North 87°44'53" West a distance of 46.00 feet to the easterly line of Parcel 1-B as shown on said Record of Survey No. 5820;  
THENCE along said easterly line the following three (3) courses and distances;  
1. North 14°19'54" West a distance of 78.80 feet;  
2. South 75°40'06" West a distance of 106.00 feet;  
3. North 05°15'19" West a distance of 733.78 feet to the POINT OF BEGINNING;

Containing 47,717 square feet of land, more or less.

*See Exhibits B-1, plat to accompany description, attached hereto and made a part hereof.*

The Basis of Bearings for these descriptions is identical to that as shown on said Record of Survey Map No. 5820.

Prepared by:  
Wood Rodgers, Inc.  
1361 Corporate Blvd.  
Reno, NV 89502



5-28-19

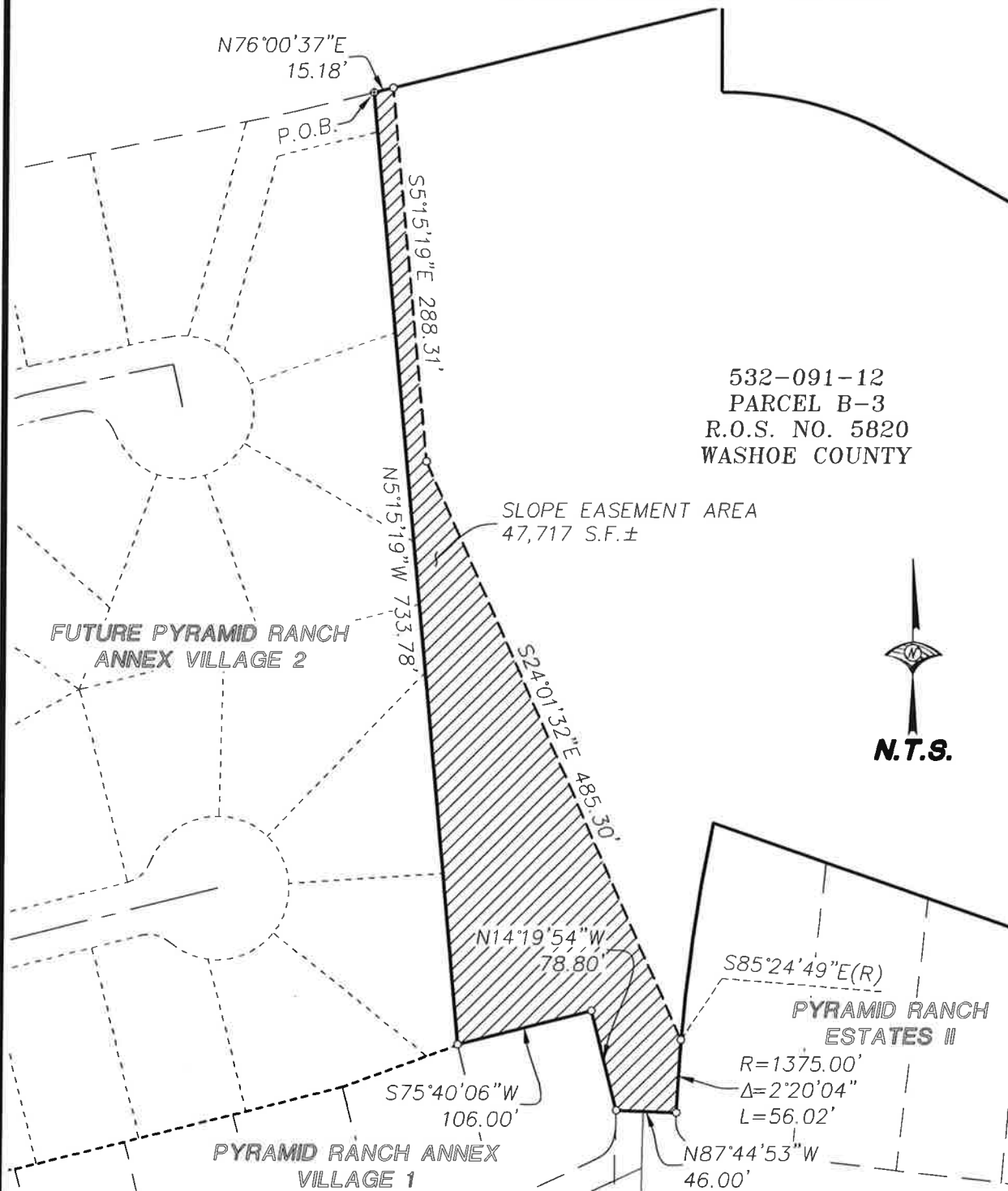
Kevin M. Almeter, P.L.S.  
Nevada Certificate No. 19052



**EXHIBIT B-1**

PLAT TO ACCOMPANY

**SLOPE EASEMENT AREA**  
BEING A PORTION OF THE SW 1/4 OF SECTION 26  
TOWNSHIP 21 NORTH, RANGE 20 EAST, M.D.M.  
WASHOE COUNTY NEVADA



532-091-12  
PARCEL B-3  
R.O.S. NO. 5820  
WASHOE COUNTY

SLOPE EASEMENT AREA  
47,717 S.F. ±



JOB NO. 3618003  
SHEET 1 OF 1



**WOOD RODGERS**  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

1361 Corporate Blvd  
Reno, NV 89502

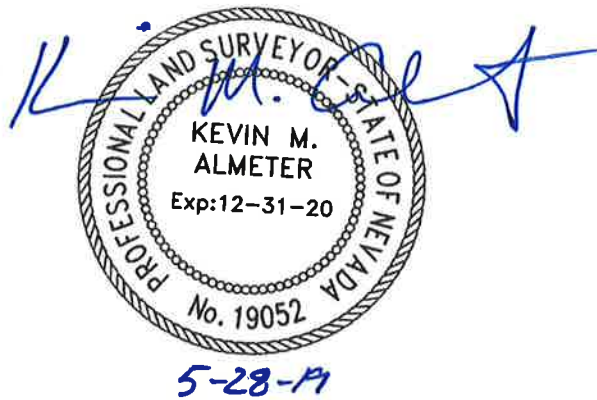
Tel 775.823.4068  
Fax 775.823.4066

**EXHIBIT C  
LEGAL DESCRIPTION FOR  
GRANTEE PROPERTY**

All that certain real property situate within portions of the Southwest One-Quarter (SW 1/4) of Section Twenty-Six (26), and the Southeast One-Quarter (SE 1/4) of Section Twenty-Seven (27), Township Twenty-One (21) North, Range Twenty (20) East, Mount Diablo Meridian, County of Washoe, State of Nevada, being more particularly described as follows:

BEING Parcel A, as shown on Official Plat of "Pyramid Ranch Annex Village 1", recorded as Subdivision Tract Map No. 5326, on May 21, 2019, as File No. 4912481, filed in the Official Records of Washoe County, Nevada.

Prepared by:  
Wood Rodgers, Inc.  
1361 Corporate Blvd.  
Reno, NV 89502



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Kevin M. Almeter, P.L.S.  
Nevada Certificate No. 19052

## EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Washoe County, a political subdivision of the State of Nevada ("County") and Spanish Springs Associates L.P., a Nevada limited partnership.

### WITNESSETH:

WHEREAS, County owns certain real property located in Washoe County, Nevada, known currently as Assessor's Parcel Number 532-091-12 (the "County Property") as described in Exhibit "A", a portion of which comprises the "Slope Easement Area", also described in Exhibit "C" attached hereto;

WHEREAS, Spanish Springs Associates L.P. is a private entity responsible for the development of land in the area and owner of real property described in Exhibit "B" attached hereto ("Grantee Property");

WHEREAS, Spanish Springs Associates L.P. donated a portion of APN 532-091-12 to the County in 2016;

WHEREAS, Spanish Springs Associates L.P. desires a slope and temporary construction easement and County desires to grant the slope and temporary construction easement on a portion of the County property.

NOW, THEREFORE, in consideration of the premises and mutual promises set forth below and for other good and valuable consideration, Washoe County and Spanish Springs Associates L.P. covenant and agree as follows:

1. Easement Utilization. The Slope Easement shall be a non-exclusive easement in gross for the Slope Easement Area for the purposes of constructing, installing, using, reconstructing, repairing, replacing, and maintaining a graded slope and associated improvements. The Temporary Construction Easement shall grant temporary access over, under, and across County property for the purposes of constructing the slope easement improvements. The Temporary Construction Easement will expire upon completion of the slope easement improvements or within nine months from the date of the recording of the Easement Deed in the office of the Washoe County Recorder, whichever comes first.

2. No Unreasonable Interference. County shall not (a) erect or place or permit to be erected or placed on the Slope Easement Area any improvements that are inconsistent with or interfere with Grantee's use of the Slope Easement Area; (b) disturb any grading, compaction or other improvements placed or located within the Slope Easement Area pursuant to the Easement Deed; or (c) grant any other easements pertaining to or make any other use of the Slope Easement Area that is inconsistent with or interferes with Grantee's use of the Slope Easement Area.

Spanish Springs Associates L.P. acknowledges by acceptance of the Easement that County's present recreational uses of, and practices on, the County Property adjacent to the Slope Easement Area are compatible with the purpose of the Easement. Spanish Springs Associates L.P. acknowledges by acceptance of the Easement that County's future improvements of the property for recreational uses are compatible with the purpose of the Easement, so long as those improvements are consistent with the Grantee's use of the Slope Easement Area. County reserves the right to use and enjoy the surface of County Property for the benefit of the public and the Easement in accordance with those current and future recreation practices and in perpetuity. County and Spanish Springs Associates L.P. recognize that the future recreation uses of, and practices on, the County Property may change over time as a result of the County Property's development and the public's need for recreation. Spanish Springs Associates L.P. acknowledges that the County owns the County Property and that use of the Easement does not interfere with any restrictions placed on the County Property.

3. Easement Locations. County and Spanish Springs Associates L.P. agree that the Easement shall be located on the County Property as stated in the Easement Deed, which is attached hereto as Exhibit "A".

4. Construction of Facilities. Spanish Springs Associates L.P. shall install, operate, and repair any disturbances or damage caused by its operation, and maintain the Slope Easement Area at its sole cost and expense. No work shall be performed on the Slope Easement Area until County has been given at least five (5) days prior written notice of the time during which the grading work will take place. All work shall be performed in compliance with all applicable laws and ordinances.

5. County's Representations and Warranties. As a material inducement to Spanish Springs Associates L.P., the County represents and warrants that:

5.1 Property, Title and Related Matters. County is and shall be at the Closing, the owner of all right, title and interest in the County Property and the Easement, and shall have and convey to Spanish Springs Associates L.P. good and marketable title to the Easement free and clear of all security interests, mortgages, liens, pledges, charges, claims, or encumbrances of any kind or character. There is no lease affecting any portion of the Easement, and no person or entity has any right or option to purchase the County Property or any portion thereof.

5.2 Litigation. There is no litigation, proceeding, claim or investigation, including, without limitation, any condemnation proceeding, pending or, to the best of County's knowledge, threatened, which adversely affects the County Property or the Easement, in any court or before any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality.

5.3 No Misstatement. No representation, statement or warranty by County contained in this Agreement or in any exhibit hereto contains or will contain any untrue statements or omits, or will omit, any material fact necessary to make the statement of fact recited not misleading.

5.4 No Agreements. Neither the execution and delivery of this Agreement by County nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which County is a party, or to which it is bound.

6. Spanish Springs Associates L.P.'s Representations and Warranties. Spanish Springs Associates L.P. represents and warrants to County as follows:

6.1 Status, Power and Authority. Spanish Springs Associates L.P. is a Nevada limited partnership, validly existing under the Laws of the State of Nevada, and authorized to do business in Nevada, with all requisite power and authority to enter into and carry out its obligations under this Agreement.

6.2 Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement by the persons executing the same on behalf of Spanish Springs Associates L.P. have been duly and validly authorized.

6.3 Legal, Valid, Binding and Enforceable. This Agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of Spanish Springs Associates L.P., enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general applicability.

7. Indemnification for Breach of Representations and Warranties. The parties hereby make the following indemnifications:

7.1 To the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), County agrees to indemnify and hold harmless Spanish Springs Associates L.P. and its officers, directors, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including reasonable attorneys' fees) which Spanish Springs Associates L.P. may incur by reason of or in connection with any untrue statement in this Agreement made by County or the breach of any representation or warranty of County contained in this Agreement.

7.2 Spanish Springs Associates L.P. agrees to indemnify and hold harmless County and its Board Members, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including reasonable attorneys' fees) which County may incur by reason of or in connection with any untrue statement in this Agreement made by Spanish Springs Associates L.P. or the breach of any representation or warranty of Spanish Springs Associates L.P. contained in this Agreement.

8. Covenants of Further Assurance. The parties to this Agreement covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the parties under this Agreement.

9. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or delivered by U. S. mails, postage prepaid on the date posted, and addressed to the other party at the following addresses:

County: Washoe County  
Assistant County Manager, Community Services Dept.  
1001 E. 9<sup>th</sup> Street  
Reno, NV 89512

Spanish Springs Associates L.P:  
Attn: Jesse Haw  
550 W. Plumb Lane, #B-505  
Reno, NV 89509

10. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada, and venue shall be in Washoe County, Nevada.

11. Effectiveness and Counterparts. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

12. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Spanish Springs Associates L.P. and County and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date first above written.

“COUNTY”

WASHOE COUNTY, a political subdivision of the State of Nevada

By: \_\_\_\_\_  
Chair,  
Washoe County Commission

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF WASHOE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, \_\_\_\_\_ personally appeared before me, a Notary Public, and acknowledged to me that he/she executed the above instrument for the purpose therein contained.

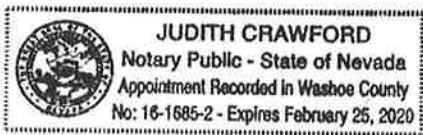
\_\_\_\_\_  
Notary Public

Spanish Springs Associates L.P.  
A Nevada Limited Partnership

By: \_\_\_\_\_  
Print Name: Jesse Haw  
Title: President of Hawco Development Company, a Nevada corporation, General Partner of Spanish Springs Associates L.P.

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF WASHOE        )

On this 28 day of May, 2019, Jesse Haw personally appeared before me, a Notary Public, and acknowledged to me that he/she executed the above instrument for the purpose therein contained.



\_\_\_\_\_  
Notary Public

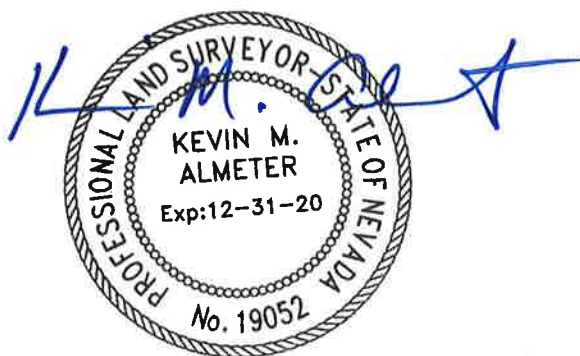
**EXHIBIT A  
LEGAL DESCRIPTION FOR  
COUNTY PROPERTY**

All that certain real property situate within a portion of the Southwest One-Quarter (SW 1/4) of Section Twenty-Six (26), Township Twenty-One (21) North, Range Twenty (20) East, Mount Diablo Meridian, County of Washoe, State of Nevada, being more particularly described as follows:

BEING Parcel B-3 as shown on Record of Survey Map No. 5820, recorded on April 5, 2017, as File No. 4693477, filed in the Official Records of Washoe County, Nevada.

APN: 532-091-12

Prepared by:  
Wood Rodgers, Inc.  
1361 Corporate Blvd.  
Reno, NV 89502



5-28-19

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Kevin M. Almeter, P.L.S.  
Nevada Certificate No. 19052

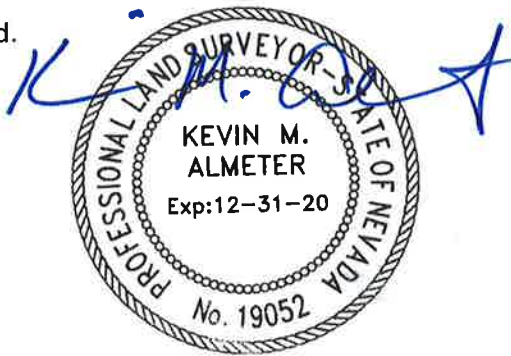


**EXHIBIT B  
LEGAL DESCRIPTION FOR  
GRANTEE PROPERTY**

All that certain real property situate within portions of the Southwest One-Quarter (SW 1/4) of Section Twenty-Six (26), and the Southeast One-Quarter (SE 1/4) of Section Twenty-Seven (27), Township Twenty-One (21) North, Range Twenty (20) East, Mount Diablo Meridian, County of Washoe, State of Nevada, being more particularly described as follows:

BEING Parcel A, as shown on Official Plat of "Pyramid Ranch Annex Village 1", recorded as Subdivision Tract Map No. 5326, on May 21, 2019, as File No. 4912481, filed in the Official Records of Washoe County, Nevada.

Prepared by:  
Wood Rodgers, Inc.  
1361 Corporate Blvd.  
Reno, NV 89502



5-28-19

\_\_\_\_\_  
Kevin M. Almeter, P.L.S.  
Nevada Certificate No. 19052

**EXHIBIT C**  
**LEGAL DESCRIPTION FOR**  
**SLOPE EASEMENT AREA**

All that certain real property situate within a portion of the Southwest One-Quarter (SW 1/4) of Section Twenty-Six (26), Township Twenty-One (21) North, Range Twenty (20) East, Mount Diablo Meridian, County of Washoe, State of Nevada, being a portion of Parcel B-3 as shown on Record of Survey Map No. 5820, recorded on April 5, 2017, as File No. 4693477, filed in the Official Records of Washoe County, Nevada, being more particularly described as follows:

BEGINNING at the northwesterly corner of said Parcel B-3;  
THENCE along the northerly line of said Parcel B-3, North 76°00'37" East a distance of 15.18 feet;  
THENCE departing said northerly line, South 05°15'19" East a distance of 288.31 feet;  
THENCE South 24°01'32" East a distance of 485.30 feet to the westerly line of Lot 11 as shown on Subdivision Tract Map No. 4626, recorded on March 29, 2006, as File No. 3367687, filed in said Official Records, also being the beginning of a non-tangent curve to the left;  
THENCE along said westerly line from a radial line which bears South 85°24'49" East, 56.02 feet along the arc of a 1375.00 foot radius curve through a central angle of 02°20'04" to the northerly right-of-way terminus of Sand Dune Drive,  
THENCE along said northerly right-of-way, North 87°44'53" West a distance of 46.00 feet to the easterly line of Parcel 1-B as shown on said Record of Survey No. 5820;  
THENCE along said easterly line the following three (3) courses and distances;

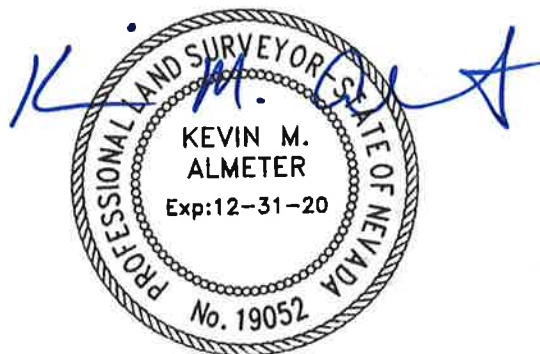
1. North 14°19'54" West a distance of 78.80 feet;
2. South 75°40'06" West a distance of 106.00 feet;
3. North 05°15'19" West a distance of 733.78 feet to the POINT OF BEGINNING;

Containing 47,717 square feet of land, more or less.

*See Exhibits C-1, plat to accompany description, attached hereto and made a part hereof.*

The Basis of Bearings for these descriptions is identical to that as shown on said Record of Survey Map No. 5820.

Prepared by:  
Wood Rodgers, Inc.  
1361 Corporate Blvd.  
Reno, NV 89502



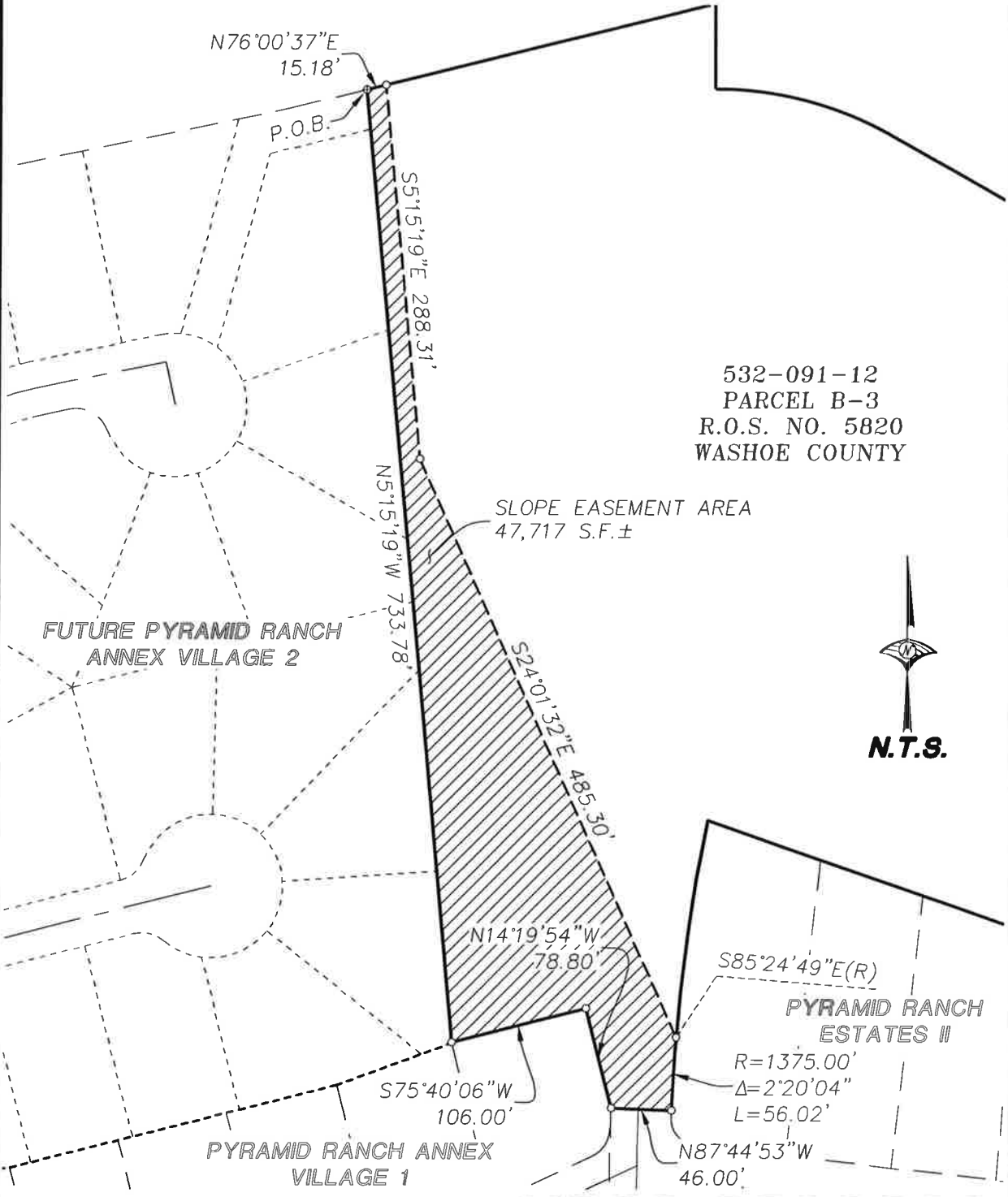
Kevin M. Almeter, P.L.S.  
Nevada Certificate No. 19052

5-29-19

# EXHIBIT C-1

PLAT TO ACCOMPANY

SLOPE EASEMENT AREA  
BEING A PORTION OF THE SW 1/4 OF SECTION 26  
TOWNSHIP 21 NORTH, RANGE 20 EAST, M.D.M.  
WASHOE COUNTY NEVADA



532-091-12  
PARCEL B-3  
R.O.S. NO. 5820  
WASHOE COUNTY

SLOPE EASEMENT AREA  
47,717 S.F.±



JOB NO. 3618003  
SHEET 1 OF 1



**WOOD RODGERS**  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

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