



Planning Commission Staff Report

Meeting Date: September 16, 2014

Subject: Extension of Time Request for
Special Use Permit Case No: SW09-002

Applicant: Fish Springs Ranch, LLC

Consent Item Number: 7A

Project Summary: Extension of deadline to submit Phase 1 construction plans and obtain building permits on Special Use Permit Case Number SW09-002 (Fish Springs Ranch, LLC) from January 5, 2015 (5 years from special use permit approval) to January 5, 2020.

Recommendation: **Approval**

Prepared by: Sandra Monsalvè, AICP, Senior Planner
Washoe County Community Services Department
Planning and Development Division
Phone: 775.328.3608
E-Mail: smonsalve@washoecounty.us

Description:

Extension of Time Request (Fish Springs Ranch, LLC) – To extend the deadline to submit Phase 1 construction plans and obtain building permits on Special Use Permit Case No. SW09-002 (Fish Springs Ranch, LLC) from January 5, 2015 (5 years from special use permit approval) to January 5, 2020.

Application Information:

- Applicant/Property Owner: Fish Springs Ranch, LLC
Attn: David Merrill
3480 GS Richards Blvd., Ste. 101
Carson City, NV 89703.
- Professional Consultant: Fish Springs Ranch, LLC
Attn: Andrew Ailes
3480 GS Richards Blvd., Ste. 101
Carson City, NV 89703.
- Location: 72975 Fish Springs Road, southeastern Honey Lake Valley in Fish Springs.
- Assessor’s Parcel Numbers: 074-040-15, 074-040-23, 074-040-24, 074-040-56, 074-040-57, 074-040-58, 074-040-61, 074-070-16, 074-070-28, 074-070-72, 074-070-73, 074-070-74, 074-111-05, 074-122-10, 074-122-55, 074-412-18, 074-412-19, 074-412-45, 074-720-07, 074-420-11, 074-420-14, 074-420-15, and 074-420-16.
- Parcel Size: ±2,670 overall acreage (23-parcels)
- Master Plan Category: Rural (R)
- Regulatory Zone: General Rural (GR)
- Area Plan: High Desert
- Citizen Advisory Board: Gerlach/Empire (inactive)
- Development Code: Authorized in Article 304.25, Commercial Use Types; and Article 810, Special Use Permits
- Commission District: 5 – Commissioner Weber

Staff Report Contents

Description..... Page 1

Vicinity Maps..... Page 3

Review of Application Request..... Page 4

Recommendation..... Page 4

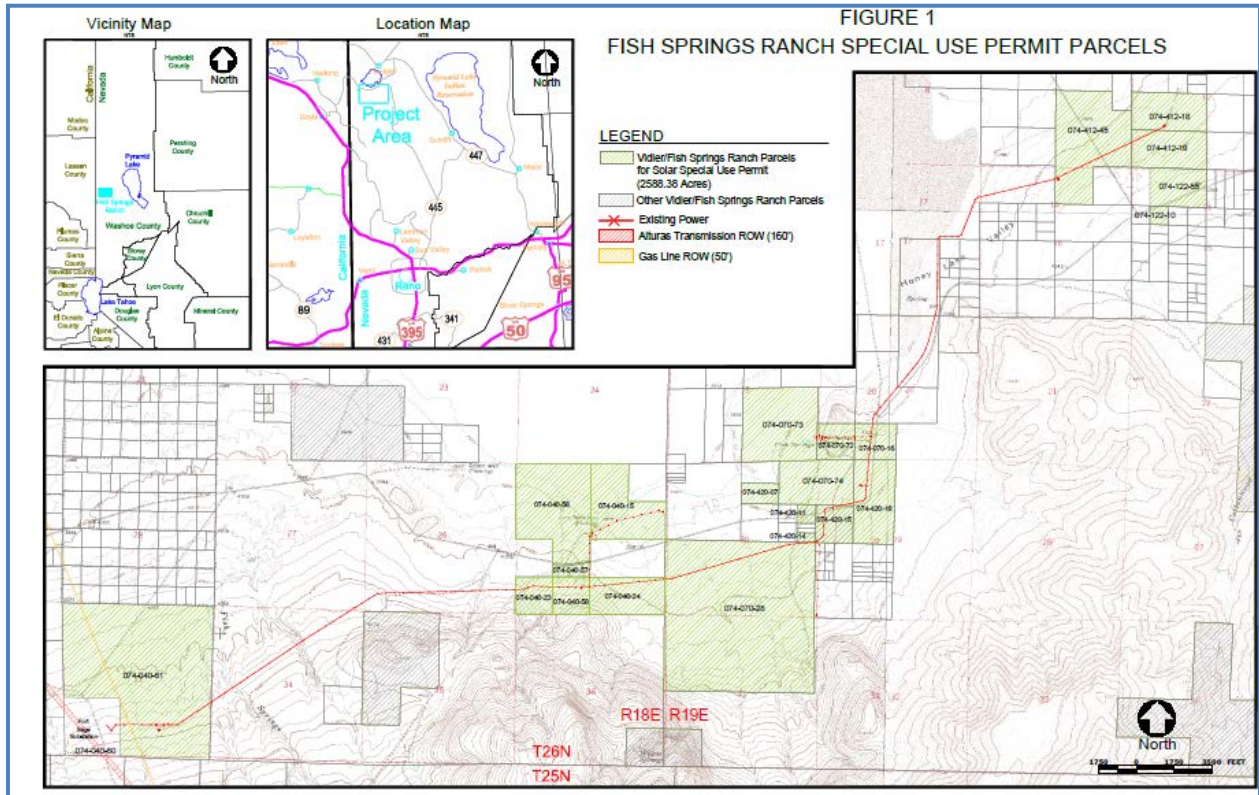
Motion..... Page 4

Exhibits Contents

Original Final Action Order (dated January 6, 2010)Exhibit A

Extension of Time Request Application materials.....Exhibit B

Vicinity Maps



Review of Application Request

The Special Use Permit for Fish Springs Ranches, LLC was issued on January 5, 2010. The Special Use Permit was approved with conditions, for the development of a 100 MW Photovoltaic Solar Array on 23 separate properties. Phase 1 of the project is proposed to consist of the construction and operation of 20 MW (of the 100 MW Photovoltaic Solar Array) to include: power facilities (2-5 new power poles) to connect to the NV Energy Ft. Sage Substation, a new control building, and all associated appurtenances for the purposes of supplying renewable sources of energy production to NV Energy as authorized in Section 110.810.00 of the Washoe County Development Code.

The approved Special Use Permit includes a deadline that completed Phase 1 construction plans and all related building permits must be issued by January 5, 2015. Since its approval, the companies associated with Fish Springs Ranches, LLC have changed and/or are no longer associated with Fish Springs. As a result Fish Springs Ranches, LLC have submitted a timely request to extend the five (5) year deadline for Phase 1 construction plan submittal and subsequent building permit issuance.

As part of the application, the applicant has specifically requested more time to 1) get a solar developer under contract, 2) complete the necessary studies, 3) allow the developer to secure a Power Purchase Agreement (PPA), 4) secure the necessary financing, 5) obtain the building and site permits required, and 6) construct the facilities.

Because the project has not substantially changed, and the applicant has submitted a timely request for an extension of time, staff is in full support recommending that the Planning Commission agree to the extension of time request.

Recommendation

It is recommended that after a review of the request to extend the deadline to submit Phase 1 construction plans and obtain building permits on Special Use Permit Case Number SW09-002 (Fish Springs Ranch, LLC), the Planning Commission agrees and approves the request. Staff offers the following motion for the Planning Commission's consideration:

Motion

I move that the Washoe County Planning Commission approve, per agreement under Washoe County Code 110.810.65 (a) and (b), Expiration, the Extension of Time Request, until January 5, 2020, for Special Use Permit Case Number SW09-002 for Fish Springs, LLC subject to the attached original Conditions of Approval (Final Action Order of January 6, 2010) having made the finding that the original findings remain valid, and that the circumstances have not appreciably changed since the original approval. Counsel for the Planning Commission and the Planning Commission Secretary are hereby directed to prepare a written Action Order consistent with this motion.

xc:

Property Owner/Applicant: Fish Springs Ranch, LLC
Attn: David Merrill
3480 GS Richards Blvd., Ste. 101
Carson City, NV 89703.

Professional Consultant: Fish Springs Ranch, LLC
Attn: Andrew Ailes
3480 GS Richards Blvd., Ste. 101
Carson City, NV 89703

Action Order xc: Greg Salter, Esq., District Attorney's Office; Carol Buonanoma, Assessor's Office (CAAS); Theresa Wilkins, Assessor's Office; Joe Stowell, Department of Water Resources; Leo Vesely, Engineering Division; Amy Ray, Truckee Meadows Fire Protection District, Gerlach/Empire Citizen Advisory Board, Chair.



Community Development

"Dedicated to Excellence in Public Service"

Adrian P. Freund, FAICP, Community Development Director
Nathan Edwards, Legal Counsel



Washoe County Planning Commission

Dian VanderWell
Neal Cobb
Roy H. Hibdon

William Weber
Vaughn Hartung
Roger M. Edwards
D.J. Whittemore

ACTION ORDER

January 6, 2010

Fish Springs Ranch, LLC
Attn: Donald Pattalock
3480 GS Richards Boulevard, Suite 101
Carson City, NV 89703

Dear Applicant:

The Washoe County Planning Commission, at its regular meeting of January 5, 2010, approved the following request with six (6) conditions.

SPECIAL USE PERMIT CASE NO. SW09-002 (FISH SPRINGS RANCH PV-1 SOLAR PROJECT) - To review the development of a 100 MW Photovoltaic Solar Array on 23 separate properties. Phase 1 of the project will consist of the construction and operation of 20 MW (of the 100 MW Photovoltaic Solar Array) on one (1) 160 acre parcel, and will include: power facilities (2-5 new power poles) to connect to the Nevada Energy Ft. Sage Substation, a new control building, and all associated appurtenances for the purposes of supplying renewable sources of energy production to NV Energy as authorized in Section 110.810.00 of the Washoe County Development Code. The project encompasses twenty-three (23) separate parcels totaling approximately 2,670 acres, located approximately 45 miles north of Reno, in the southeastern Honey Lake Valley in Fish Springs. All the subject properties are zoned General Rural (GR) and are located in the Gerlach/Empire Citizen Advisory Board boundary and Washoe County Commission District No. 5. (APNs: 074-040-15, 074-040-23, 074-040-24, 074-040-56, 074-040-57, 074-040-58, 074-040-61, 074-070-16, 074-070-28, 074-070-72, 074-070-73, 074—070-74, 074-111-05, 074-122-10, 074-122-55, 074-412-18, 074-412-19, 074-412-45, 074-720-07, 074-420-11, 074-420-14, 074-420-15, and 074-420-16)

The approval was based on the following findings:

1. Consistency. That the proposed use is consistent with the action programs, policies, standards and maps of the Comprehensive Plan and the High Desert Area Plan;
2. Improvements. That adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities have been provided, the proposed improvements are properly related to existing and proposed roadways, and an adequate public facilities determination has been made in accordance with Division Seven;
3. Site Suitability. That the site is physically suitable for a Photovoltaic Solar Array project and for the intensity of such a development;

Letter to: Fish Springs Ranch, LLC
Subject: Special Use Permit Case No. SW09-002
Date: January 6, 2010
Page: 2

4. Issuance Not Detrimental. That issuance of the permit will not be significantly detrimental to the public health, safety or welfare; injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area;
5. Effect on a Military Installation. Issuance of the permit will not have a detrimental effect on the location, purpose or mission of the military installation.

The following additional findings must also be made in regard to Development of Natural Resources:

6. That the proposed development is not unduly detrimental to surrounding properties, land uses and the environment in general;
7. That the proposed development will not unduly block scenic views or degrade any surrounding scenic resources; and
8. That the proposed development will reclaim the site and all affected areas at the conclusion of the operation.

If no appeals have been filed in the time period stipulated in the Washoe County Development Code, the decision by the Planning Commission is final.

Yours truly,



Adrian P. Freund, FAICP
Director, Washoe County Community Development
Secretary to the Planning Commission

APF/SM/EK/ds(SW09-002A1)

Attachments: Conditions

xc: Applicant: Fish Springs Ranch, LLC, Attn: Donald Pattalock, 3480 GS Richards Blvd., Suite 101, Carson City, NV 89703

Representatives: Vidler Water Company, Inc., Attn: Andrew Ailes, PE, 3480 GS Richards Blvd., Suite 101, Carson City, NV 89703

Agencies: Nathan Edwards, Esq., District Attorney's Office; Carol Buonanoma, Assessor's Office (CAAS); Theresa Wilkins, Assessor's Office; Joe Stowell, Department of Water Resources; Leo Vesely, Engineering Division; David Mills, Truckee Meadows Division, Washoe County Fire Services Coordinator; Kurt Latipow; Gerlach/Empire Citizen Advisory Board, Chair

Letter to: Fish Springs Ranch, LLC
Subject: Special Use Permit Case No. SW09-002
Date: January 6, 2010
Page: 3

**CONDITIONS OF APPROVAL FOR
CASE NO. SW09-002
APPLICANT NAME: FISH SPRINGS RANCH, LLC
(APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON JANUARY 5, 2010)**

The project approved under Special Use Permit Case No: SW09-002 shall be carried out in accordance with the Conditions of Approval granted by the Planning Commission on January 5, 2010. Conditions of Approval are requirements placed on a permit or development by each reviewing agency. These Conditions of Approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act.

Unless otherwise specified, all conditions related to the approval of this Special Use Permit shall be met or financial assurance must be provided to satisfy the conditions of approval prior to issuance of a grading or building permit. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Department of Community Development.

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

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

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

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

- Prior to permit issuance (i.e., grading permits, building permits, etc.).
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some “Conditions of Approval” are referred to as “Operational Conditions”. These conditions must be continually complied with for the life of the project or business.

Letter to: Fish Springs Ranch, LLC
Subject: Special Use Permit Case No. SW09-002
Date: January 6, 2010
Page: 4

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

- **The DISTRICT BOARD OF HEALTH, through the Washoe County Health District, has jurisdiction over all public health matters in the Health District. Any conditions set by the District Health Department must be appealed to the District Board of Health.**
- **The RENO-TAHOE AIRPORT AUTHORITY is directed and governed by its own Board. Therefore, any conditions set by the Reno-Tahoe Airport Authority must be appealed to their Board of Trustees.**
- **The REGIONAL TRANSPORTATION COMMISSION (RTC) is directed and governed by its own board. Therefore, any conditions set by the Regional Transportation Commission must be appealed to that Board.**

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

Washoe County Community Development

1. The following conditions are requirements of the Department of Community Development, which shall be responsible for determining compliance with these conditions.

Contact Name – Sandra Monsalve 775.328.3608 or Eva Krause 775.328.3796

- a. The applicant shall demonstrate substantial conformance to the plans approved as part of this special use permit.
- b. The applicant shall submit completed Phase 1 construction plans, and building permits shall be issued within five (5) years from the date of approval by Washoe County. The applicant shall complete construction within the time specified by the building permits.
- c. The special use permit is valid only for the parcels identified in this report and only for the development of solar power that is substantially consistent with the proposed project. The development of the sites shall be phased over a ten year period. If the construction of all the properties is not complete after ten years, this Special Use permit shall be reviewed by the appropriate reviewing body. This future review shall be subject to new or revised conditions.
- d. As each parcel is developed, the applicant shall submit plans to the Empire-Gerlach Citizen Advisory Board for review and comment on the impact to residential developed parcels adjacent to the sites that would warrant landscape buffering. CAB comments shall be forwarded to Community Development staff to determine if landscaping requirements should continue to be waived under Section 110.412.45 (d).

Letter to: Fish Springs Ranch, LLC
Subject: Special Use Permit Case No. SW09-002
Date: January 6, 2010
Page: 5

- e. Each parcel of development shall be reviewed as to the need for landscaping. The applicant shall contact the Empire/Gerlach Citizen Advisory Board and Community Development Staff to review the project and determine if perimeter landscaping or other forms of screening is needed to mitigate potential visual impacts to adjacent residential properties. The Citizen Advisory Board may make recommendations to staff as part of building permit review.
- f. If landscaping is necessary to protect views or screen adjacent residential properties a certification letter or series of letters by a registered landscape architect or other persons permitted to prepare landscaping and irrigation plans pursuant to N.R.S. 623A shall be submitted to and approved by the Department of Community Development. The letter(s) shall certify that all applicable landscaping provisions of Articles **410** & **412** of the Development Code have been met. Any landscaping plans and the letter shall be wet-stamped. The letter shall indicate any provisions of the code that the Director of Community Development has waived.
- g. A note shall be placed on all construction drawings and grading plans stating:

NOTE

Should any prehistoric or historic remains/artifacts be discovered during site development, work shall temporarily be halted at the specific site and the State Historic Preservation Office of the Department of Museums, Library and Arts shall be notified to record and photograph the site. The period of temporary delay shall be limited to a maximum of two (2) working days from the date of notification.

- h. Prior to any ground disturbing activity, the applicant shall submit a color palette for the proposed racking/mounting systems, the control building, and the fencing slats to the Department of Community Development. The Department of Community Development shall ensure that the color (Sudan brown or similar) is non-reflective and blends with the background to the extent possible.
- i. The applicant shall obtain a business license prior to a final inspection of the project and/or the Certificate of Occupancy (C of O) is issued for the demultiplexing control/maintenance building. The Department of Community Development shall determine compliance with this condition.
- j. The applicant shall submit a decommissioning plan prior to the issuance of a grading and/or building permit as each phase occurs. The decommissioning plan will specifically address the removal of the racking/mounting system and all panels, the removal of all inverters, the removal of all/any structural foundations, and all other associated appurtenances that include the entire solar project, and provide for revegetation. The decommissioning plan will contain a cost estimate for all aspects of the site reclamation, which shall be provided to the Community Development Department.

Letter to: Fish Springs Ranch, LLC
Subject: Special Use Permit Case No. SW09-002
Date: January 6, 2010
Page: 6

- k. A site perimeter fence for all facilities shall be constructed and shall be detailed on the plans submitted for the building permit for each phase of the project. The fencing shall be coated Sudan brown or approved equivalent in color. The fence around the control/maintenance building shall have slats of a similar color to minimize visual appearance, and shall not exceed a maximum height (including barbed wire) of eight (8) feet.
- l. All exposed facilities including the control/maintenance building, shall be painted or coated Sudan brown or equivalent approved color.
- m. Surplus excavated materials that cannot be used on the project site for backfill or reclamation shall be disposed of either on Fish Springs Ranch property or in an approved landfill. Prior to material being deposited on Fish Springs Ranch property, plans shall be submitted to the Department of Community Development and the County Engineer for approval. Stockpiling of excess material shall not be allowed.
- n. The use of straw bales for sedimentation and erosion control is prohibited. Alternative methods complying with the requirements of the Truckee Meadows Best Management Practices Handbook, the County Engineer, and Washoe County Health Department shall be used.
- o. The following **Operational Conditions** shall be required for the life of the development:
 - i. This special use permit shall remain in effect until or unless it is revoked or is inactive for one year.
 - ii. Failure to comply with the conditions of approval shall render this approval null and void.
 - iii. The applicant and any successors shall direct any potential purchaser/operator of the site and/or the special use permit to meet with the Department of Community Development to review conditions of approval prior to the final sale of the site and/or the special use permit. Any subsequent purchaser/operator of the site and/or the special use permit shall notify the Department of Community Development of the name, address, telephone number, and contact person of the new purchaser/operator within 30 days of the final sale.

Washoe County Department of Public Works

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

Contact Name – Leo R. Vesely, P.E., 775.325.8032

- a. With each phase, a complete set of construction improvement drawings, including an on-site grading plan, shall be submitted when applying for a

Letter to: Fish Springs Ranch, LLC
Subject: Special Use Permit Case No. SW09-002
Date: January 6, 2010
Page: 7

building/grading permit. Grading shall comply with best management practices (BMP's) and shall include detailed plans for grading, site drainage, erosion control (including BMP locations and installation details), slope stabilization, and mosquito abatement. Placement or removal of any excavated materials shall be indicated on the grading plan. Silts shall be controlled on-site and not allowed onto adjacent property.

- b. With each phase where 1 acre or more of surface area is disturbed, the owner/developer shall obtain from the Nevada Division of Environmental Protection a Stormwater Discharge Permit for construction and submit a copy to the Engineering Division prior to issuance of a grading permit.
- c. When required, the owner/developer shall complete and submit the Construction Permit Submittal Checklist, the Performance Standards Compliance Checklist and pay the Construction Stormwater Inspection Fee prior to obtaining a grading permit.
- d. For each phase, a grading bond of \$1,500/acre of disturbed area shall be provided to the Engineering Division prior to issuance of a grading permit.
- e. With each phase, all roadway improvements necessary to serve the project including, but not limited to, driveway approach, drainage culverts, signing shall be designed and constructed to County standards and specifications to the satisfaction of the County Engineer.
- f. With each phase, prior to any ground-disturbing activity, a proposed Construction Traffic Haul Route Plan shall be submitted to the Engineering Division for review and approval. Existing Washoe County roads that will be used as construction and operational supply haul routes must be documented as to their existing surface condition. Existing Washoe County roads shall be restored to a condition that is equal to or better than the road's original condition.
- g. For each phase, a detailed hydrology/hydraulic report prepared by a Nevada registered engineer shall be submitted to the Engineering Division for review and approval. The report shall include the locations, points of entry and discharge, flow rates and flood limits of all 5- and 100-year storm flows impacting both the site and offsite areas and the methods for handling those flows. The report shall include all storm drain pipe and/or ditch sizing calculations and a discussion of and mitigation measures for any impacts on existing offsite drainage facilities and properties.
- h. Any increase in storm water runoff resulting from the development and based upon the 5-year storm shall be detained on site to the satisfaction of the County Engineer.
- i. The developer shall verify and submit proof of acceptable truck traffic movements for fire and delivery trucks within the project.

Letter to: Fish Springs Ranch, LLC
Subject: Special Use Permit Case No. SW09-002
Date: January 6, 2010
Page: 8

- j. For each phase, prior to approval of any grading or building permit, the applicant shall provide an estimate, acceptable to the County Engineer, from a contractor or civil engineer licensed in the State of Nevada for complete restoration of all roadways utilized for construction of the project, to pre-project condition. The applicant shall provide financial assurance, acceptable to the County Engineer, in an amount equal to 120% of the estimate. The financial assurances will be held by Washoe County until the roadway restoration has been completed and approved by the County Engineer.
- k. The applicant shall prepare a roadway maintenance plan for all county maintained roads utilized for the construction of this project. The maintenance plan shall address which roads are to be maintained, when roadway maintenance is to be performed, what maintenance methods are to be utilized.

Washoe County Department of Water Resources (DWR)

- 3. The following conditions are requirements of the Department of Water Resources, which shall be responsible for determining compliance with these conditions.

Contact Name – Joe Stowell 775.954.4649

- a. Water rights in accordance with Article 422 of the Washoe County Development Code shall be dedicated to Washoe County prior to release of building permit. The water rights must be in good standing with the State Division of Water Resources and shall reflect the point of diversion, place of use, and manner of use satisfactory to the DWR.

Washoe County District Health Department

- 4. The following conditions are requirements of the District Health Department, which shall be responsible for determining compliance with these conditions. The District Board of Health has jurisdiction over all public health matters in the Health District. Any conditions set by the District Health Department must be appealed to the District Board of Health.

Contact Name – Douglas L. Coulter, P.E. 775.328.2429

- a. A complete dust control plan must be submitted [for each phase] to the District Health Department for review and approval prior to the issuance of a building permit. The plan shall be in conformance with Washoe County District Board of Health regulations governing Air Quality Management, Section 040.030.
- b. Nevada Division of Environmental Protection shall review and approval [all] on site sewage disposal system[s].
- c. A complete well construction permit application shall be submitted to the Health District. The well construction permit application shall include water rights and approved plans for on-site sewage disposal system[s].

Letter to: Fish Springs Ranch, LLC
Subject: Special Use Permit Case No. SW09-002
Date: January 6, 2010
Page: 9

Contact Name – J.L. Shaffer 775.785.4599

- d. If drainage crossings occur in connection to Nevada Energy at Fort Sage Substation (or during any future phases), any disturbance by equipment in the bottom of the drainages channels shall require the placement of 4-inch rock in disturbed areas of the upstream and downstream reaches of all channel crossings. [Article 418 Section 110.418.20(a)].

Washoe County Fire Services Coordinator

5. The following conditions are requirements of the Fire Services Coordinator of Washoe County, which shall be responsible for determining compliance with these conditions.

Contact Name – Kurt Latipow 775.846.4445

- a. The applicant shall submit to the local fire authority and the Washoe County Fire Services Coordinator for their consideration of approval, a fire safety plan that is consistent with the applicable sections of Chapter 14 of the 2003 International Fire code and Section A 104 of the 2006 International Wildland-Urban Interface Code. Following approval and prior to the commencement of grading the contractor shall confirm that all workers including subcontractors have been trained on the requirements and provision of the plan and a copy of the approved plan shall be kept on site for the duration of the project.
- b. The area where the project is located is rated High for Wildland Fire Risk rating and as such and future development must comply with the most recent version of the International Fire code as adopted by the local fire authority having jurisdiction. IN addition due to the risk rating, any future development must comply with the applicable sections of the International Wildland Urban Interface Code. Conformance with this requirement will be verified by the Washoe County Building Department and the local fire authority having jurisdiction in consultation with the County Fire Services Coordinator.

Washoe-Storey Conservation District

6. The following conditions are requirements of the Washoe-Storey Conservation District, which shall be responsible for determining compliance with these conditions.

Contact Name – Andi Kemmerer 775.322.9934

- a. The Washoe-Storey Conservation District (WSCD) recommends that you please provide a soil profile for erosion control in your plans.
- b. The WSCD recommends that you please provide a seed mixture plan for bare soil, slope treatment and creek crossings that will provide wildlife habitat, prevent noxious weeds from establishing on bare soil and will also act as host plants for native pollinators.
- c. The WSCD supports drought-resistant landscaping, which will ultimately minimize water run-off into the infrastructure.
- d. Construction of new roads and parking lots should allow for proper drainage, moreover permanent structures should be constructed to provide for storm water

Letter to: Fish Springs Ranch, LLC
Subject: Special Use Permit Case No. SW09-002
Date: January 6, 2010
Page: 10

runoff control; proper grading along the boundaries of roads and parking lots should be conducted to prevent erosion and consequential sediment transport/deposition.

- e. During construction, temporary sediment intercept barriers, such as silt fencing and/or sand bags, may be necessary to prevent sediment from reaching major roadways.
- f. To minimize the standing water in the detention basins, the WSCD suggests using a low flow channel (1 foot deep and 2-3 feet wider) connecting the inlets to the outlet pipe. If a landscape maintenance association or other mechanism is utilized, to maintain the basins, please provide the following language for them, "All vegetation, debris and blockages will be removed in the low flow channel at a minimum of once a year."
- g. WSCD recommends that all imported material for the site to be determined noxious weed free, as to help stop the spread of noxious weeds in Washoe County and surrounding counties.
- h. In Washoe County and Storey County, from a standpoint of conservation, light pollution is a growing problem with regards to growth and expansion. Applicants of any and all developments and property changes, either commercial, residential or other developments are requested to provide a light pollution prevention and dark sky conservation and improvements plan. Preservation and conservation of the night sky in Nevada is a priority for the betterment of quality living in the high desert.

***** END OF CONDITIONS *****

FISH SPRINGS RANCH, LLC
FISH SPRINGS PV 1 SOLAR PROJECT



WASHOE COUNTY
EXTENSION OF TIME REQUEST
FOR APPROVED APPLICATIONS
SPECIAL USE PERMIT CASE No. SW09-002

Prepared by:
Vidler Water Company, Inc.
3480 GS Richards Boulevard, Suite 101
Carson City, Nevada 89703

Prepared for:
Fish Springs Ranch, LLC.
3480 GS Richards Boulevard, Suite 101
Carson City, Nevada 89703

June 2014

Fish Springs Ranch PV 1 Solar Project

Table of Contents

- Extension of Time Request for Approved Application
- Current Status and Project Description
- Appendix
 - APN List
 - Tax Information
 - Landscape Waiver
 - Figures

Community Services Department
Planning and Development
ΕΥΝΟΡΨΟΡΑΪΟΑΓΤ ΟΑΟΥΑΕΪΪΪΪΧΟÖ
~~ΑΪΪΪΪ~~ APPLICATION ÆÏÏÏWÏÏV



Community Services Department
Planning and Development
1001 E. Ninth St., Bldg A
Reno, NV 89520

Telephone: 775.328.3600

Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Development staff at 775.328.3600.

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

Current Status

Fish Springs Ranch, LLC (FSR) was issued Special Use Permit (SUP) SW09-002 January 5, 2010. The permit is set to expire five (5) years hence, i.e. January 5, 2015. FSR, as the landowner, continues to market the Fish Springs Ranch as a potential solar site. FSR is no longer associated with the companies described in the original Special Use Permit application but continues the original partnership intent.

We feel the ranch has all the right facilities and features to allow a low-cost solar project. The ranch has level vacant property, a substation nearby, distribution power lines, and good irradiance numbers. FSR would like to extend the SUP associated with the site for an additional five (5) years. The extension will allow us and an appropriate developer to accomplish the original plan. The following text has been edited to reflect the project as currently envisioned.



**AERIAL VIEW OF IRRIGATED ALFALFA FIELDS AT FISH SPRINGS RANCH
SITE FOR PROPOSED FISH SPRINGS PV 1 PROJECT**

1. PROJECT DETAILS / SYSTEM FACILITIES

As originally described, it is anticipated that an entry level size Photovoltaic (PV) project of 20 Megawatts (MW) would be undertaken initially. As we understand, no additional work to the existing distribution line structure is required with a project of this size.

The facilities would consist of the installation of a PV Solar Array, power facilities to interconnect to the NV Energy Ft. Sage 345kV Substation, a control building and all associated infrastructure and operational facilities. The power plant will be designed to supply an initial 20MW of solar power with an additional 80MW build-out available for development in the future.

1.1 PROJECT TIMELINE

An extension of five (5) years would be a reasonable timeline to complete the project. Five (5) years to 1) get a solar developer under contract, 2) complete the necessary studies, 3) allow the developer to secure a power purchase agreement (PPA), 4) secure the necessary financing, 5) obtain the building and site permits required and 6) construct the facility.

1.2 INTERCONNECTION POINT

The interconnection point for acceptance of this power is located at the NV Energy Ft. Sage Substation. A 24.9kV distribution line runs through the ranch originating at this substation. Currently, there are three (3) open 345kV bays within the substation, and one (1) open 24.9kV bay. As we understand, there are two (2) viable options for the interconnection facilities. These include 1) interconnecting at the Ft. Sage Substation on the existing 24.9kV system with delivery to the NV Energy system through the existing 2-10MVA 345/24.9kV transformers; and 2) interconnecting at the Ft. Sage Substation through the existing 345kV bus. The best alternative will be determined in concert with the developer and NV Energy.

1.3 PV PANELS

The manufacturer and subsequent PV panel dimensions are unknown at this time, however, a typical large PV panel is approximately six (6) feet by four (4) feet.

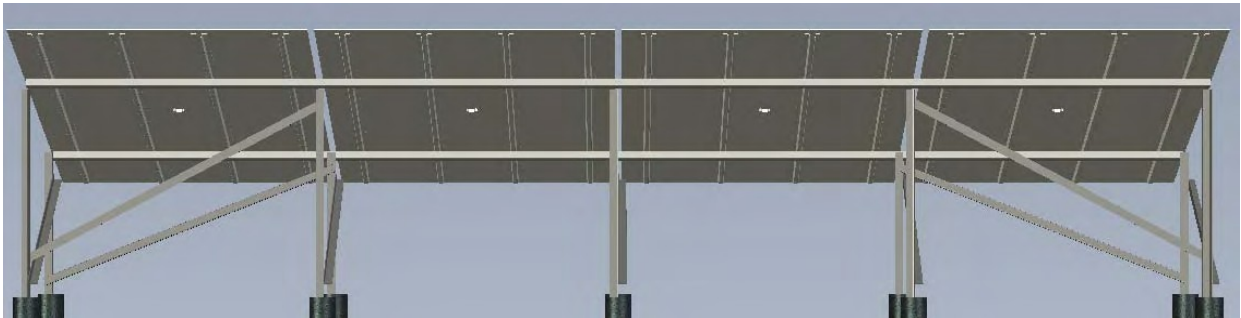
1.4 MOUNTING AND TRACKING SYSTEM FOR PV PANELS

A tracking type system is not proposed. Following is a representation of the racking/mounting system that is anticipated:

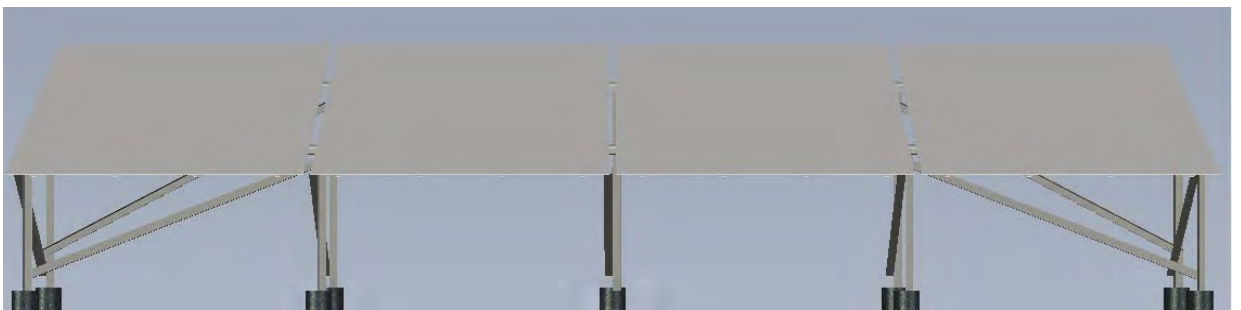
Side View:



Rear View:



Front View



1.5 INVERTER SPECIFICATIONS

500 kilowatt inverters will most likely be used. For reference, the Sunny Central 500HE-US Inverters described in the original application measure 90 inch (H) by 101inch (W) by 38 inch (D). Phase 1 of the project will use 40 such inverters. **SW09-002 EXHIBIT B**

2. PLANT OPERATION & MAINTENANCE

2.1 PLANT OPERATION

It is anticipated that the plant will be operated and maintained by a two-man onsite team. The system will also utilize a remote operational system with 24 hour per day, 7 days a week security. Specifically, the team will consist of:

- Two-man on-site teams (one (1) Operator and one (1) Technician) operating based on a three (3) shift day.
- Web-based, remote operation, on-call coverage that will be linked into the NV Energy SCADA system to allow for notification and response in the case of failure or other operational concerns that will impact power supply.
- Security – 24 hour per day, 7 days a week (three (3) employees rotating on (3) three shifts per day). The site will be designed to include full video surveillance of the area and will be monitored in the control room.

2.2 MAINTENANCE

The maintenance aspects of the O&M will be focused on ensuring the site will be well maintained to optimize panel and plant life. Specifics that have been identified include the following:

- 1) Maintaining a stock of spare parts for replacement. A detailed inventory will be established as part of the final design package and will include specific attention to ensuring long lead items and unique parts are managed in sufficient quantity on site to avoid lengthy outages.
- 2) Cleaning of solar panels on a routine basis and following dust and sand storm events. Cleaning shall include written details that operators will be required to follow to ensure that the panels are not damaged during this process.
- 3) Inspection, repair & testing of all electrical equipment. This will include detailed operational procedures to ensure that all equipment is properly monitored and any concern is immediately addressed.
- 4) Management of surrounding vegetation and brush to minimize fire risk will also be critical to the ongoing maintenance and safety of the site. This will include ensuring defensible space around all panels, interconnection facilities and operating structures.
- 5) Training will be included to ensure that the operators are well educated on the PV system, including emergency response to alarms, outage responses, and other critical aspects.

APPENDIX

SPECIAL USE PERMIT CASE NO. SW09-002, FISH SPRINGS RANCH PV-1 SOLAR PROJECT

<u>APN</u>	<u>ACRES</u>	
074-040-15	120.00	
074-040-23	40.00	
074-040-24	80.00	
074-040-56	194.07	
074-040-57	11.13	
074-040-58	40.00	
074-040-61	558.15	
074-070-16	40.00	
074-070-28	639.20	
074-070-72	40.00	
074-070-73	166.57	
074-070-74	82.67	
074-122-10	9.88	
074-122-55	61.71	
074-412-18	80.00	
074-412-19	80.00	
074-412-45	190.00	
074-420-07	20.00	
074-420-11	10.00	
074-420-14	5.00	
074-420-15	40.00	
074-420-16	80.00	
	<u>2588.38</u>	Total Acres



PRELIMINARY REPORT

Assessor's Parcel No.: 074-040-15, 23,24,56,57,58,61 Order No.: 065164-ARJ

Property Address: 074-070-16, 28, 72, 73, 74 Escrow Officer: Anu Jansse
074-122-10, 55
074-412-18,19,45
074-420-07, 11,14,15,16
Washoe NV, Office Location: Western Title Company
Douglas Office
1513 Highway 395, Suite 101
Gardnerville NV

Buyers/Borrowers: Fish Springs Ranch, LLC Reference No.:

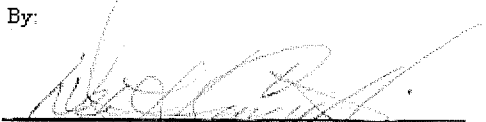
In response to the above referenced application for a Policy of Title Insurance, **Westcor Land Title Insurance Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein, hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms. The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth on the attached cover. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth on the attached cover. Copies of the Policy forms should be read. They are available from the office which issued this report.

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

Dated as of 06/03/2014 at 07:30 am

Western Title Company, an authorized agent

By:



Debbie Cimijotti

The form of Policy of Title Insurance contemplated by this report is:

Report Only

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

Fee Simple

Title to said estate or interest at the date hereof is vested in: **Fish Springs Ranch, LLC, a Nevada limited liability company**

Please read the exceptions shown or referred to below and the Exceptions and Exclusions set forth on the attached cover of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this Preliminary Report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Order No. 065164-ARJ

EXCEPTIONS

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

1. Taxes for the fiscal year **July 1, 2014 to June 30, 2015**, a lien, not yet due and payable. (APN 074-040-15, 23,24,56,57,58,61) (NO AMOUNTS AVAILABLE AT THIS TIME)
2. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.
3. Any liens that may be created for Delinquent Sewer Charges by reason of said premises lying within the **City of Reno/Sparks or the County of Washoe**. Contact the following for Sewer and/or Tax Assessment information: **City of Reno Sewer at (775) 334-2095; City of Sparks Sewer at (775) 353-2360; County of Washoe Sewer/Water at (775) 954-4601; Washoe County Treasurer at (775) 328-2510**. Delinquent amounts may be added to and collected through the secured real property tax roll of the **Washoe County Assessor's Office** and included in the tax installments referenced above.
4. The right of the County of Washoe to collect all deferred taxes, deferred interest, and penalties, if any, upon conversion from agricultural or open space use.
5. "Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Poultry and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws."
6. Water rights, claims or title to water, whether or not recorded.
7. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
8. The fact that the ownership of said land does not include rights of access to or from any road, street or highway, nor to be served by any contiguous rights of way or easements over adjoining property to any such public road or highway. The following exception will be included in any policy of title insurance concerning the subject property: Notwithstanding the insuring clauses of the policy, the Company does not insure against loss or damage by reason of a lack of a right of access to and from the land.
9. Rights of parties in possession.
10. Matters which may be disclosed by an inspection or by survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.
11. Provisions, Reservations, Easements and the effect thereof, contained in the Patent from the **State of Nevada**, recorded on **February 25, 1876, in Book A, Page 499**, Patent Records of Washoe County, Nevada. **Affects APN 074-070-73.**

Recorded: December 5, 1905, in Book B., Page 72, of Patent Records. **Affects a portion of APN 074-070-74.**

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- Recorded: December 5, 1905, in Book B, Page 85, of Patent Records. **Affects a portion of APN 074-070-74.**
- Recorded: April 19, 1955, in Book E, Page 545, of Patent Records. **Affects APN 074-070-16, 074-420-07, 11, 14 and 15.**
- Recorded: September 21, 1955, in Book E, Page 568, of Patent Records. **Affects APN 074-412-18.**
- Recorded: December 12, 1955, in Book F, Page 77, of Patent Records. **Affects a portion of APN 074-412-45.**
- Recorded: June 9, 1972, in Book 643, Page 211, of Official Records. **Affects APN 074-040-60 and 61.**
- Recorded: May 15, 1975, in Book 891, Page 324, of Official Records. **Affects APN 074-040-23, 56 and 57.**
- Recorded: May 15, 1975, in Book 891, Page 325, of Official Records. **Affects APN 074-040-15 and 24.**
- Recorded: December 31, 1980, in Book 1586, Page 160, of Official Records. **Affects APN 074-122-10.**
- Recorded: January 19, 1984, in Book 1966, Page 139, of Official Records. **Affects APN 074-070-28.**
- Recorded: May 29, 1985, in Book 2175, page 682, of Official Records. **Affects APN 074-412-19.**
- Recorded: May 29, 1985, in Book 2175, Page 685, of Official Records. **Affects APN 074-420-16.**
- Recorded: May 20, 2002, as Document No. 2689562, of Official Records. **Affects APN 074-122-50.**

12. Easement for rights of way 30 feet in width within and adjacent to all boundary lines, together with the right to dedicate said right of way to the public as reserved in Deed, and incidental purposes, reserved by **an instrument**, recorded on **August 3, 1970, in Book 480, Page 167** as Document No. **180769**, Official Records of Washoe County, Nevada. **Affects APN: 074-070-73.**
13. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Washoe County, State of Nevada on **March 26, 1984**, as Document No. **914656**. Survey Map No. **1649**. **Affects APN: 074-070-28, 72 and 74, and 074-420-15 and 16.**
14. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Washoe County, State of Nevada on **December 3, 1984**, as Document No. **965124**. Survey Map No. **1718**. **Affects APN: 074-070-16, 72 and 74, and 074-420-11, 14, 15 and 16.**
15. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. **2351**, filed in the office of the County Recorder of Washoe County, State of Nevada, on **May 10, 1989**, as Document No. **1323588**. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request. **Affects APN: 074-040-56 and 57.**
16. Reservations as contained in a Deed, executed by **FISH SPRINGS RANCH LIMITED PARTNERSHIP, formerly known as FISH SPRINGS RANCH, LTD., a Nevada limited partnership**, recorded on **April 17, 1991, in Book 3242, Page 445** as Document No. **1472639**, Official Records of Washoe County, Nevada.

And as modified by an instrument, recorded on **October 3, 1991, in Book 3338, Page 907** as Document No. **1513538**, Official Records of Washoe County, Nevada. **Affects APN: 074-040-15, 23, 24, 56, 60 and 61; 074-070-28, 73 and 74; 074-122-10; 074-412-18, 19 and 45; 074-420-07, 11 and 15.**

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17. MEMORANDUM OF GRAZING LEASE AND OPTION executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, dated **February 13, 1991**, by and between **Northwest Nevada Water Resources Limited Partnership, a Nevada limited partnership, and Harry Gray Browne, as Trustee under The Harry Gray Browne Family Trust established by the Agreement dated November 27, 1989**, recorded on **April 17, 1991, in Book 3242, Page 0461** as Document No. **1472643**, Official Records of Washoe County, Nevada.

MEMORANDUM OF ASSIGNMENT, dated October 20, 2009, executed by V&B, LLC, a Nevada Limited Liability Company, recorded on **October 23, 2009**, as Document No. **3814740**, Official Records of Washoe County, Nevada.

18. Reservations as contained in a Deed, recorded on **December 16, 1993, in Book 3930, Page 370** as Document No. **1743826**, Official Records of Washoe County, Nevada. **Affects APN: 074-040-58.**

19. Easement to lay, construct, maintain, inspect, repair, replace, relocate, change the size of, operate, reconstruct, repair, remove and abandon a pipeline system and a communication system, and incidental purposes, granted to **TUSCARORA GAS TRANSMISSION COMPANY, a Nevada corporation** by an instrument, recorded on **December 21, 1994, in Book 4215, Page 242** as Document No. **1858557**, Official Records of Washoe County, Nevada. **Affects APN: 074-040-61.**

20. Easement to construct, operate and maintain electric facilities, and incidental purposes, granted to **Sierra Pacific Power Company**, by an instrument, recorded on **January 9, 1996, in Book 4470, Page 665** as Document No. **1956779**, Official Records of Washoe County, Nevada. **Affects APN: 074-040-61.**

And as modified by A NOTICE OF FINAL DESCRIPTION, recorded on **March 4, 1996, in Book 4513, Page 840** as Document No. **1973243**, Official Records of Washoe County, Nevada.

21. An unrecorded lease with certain terms, covenants, conditions, and provisions set forth therein, by **FISH SPRINGS RANCH, LLC, a Nevada Limited Liability Company**, as Lessor, and **TUSCARORA GAS TRANSMISSION COMPANY, a General Partnership**, as Lessee, disclosed by **MEMORANDUM OF LEASE**, recorded on **November 22, 2000**, as Document No. **2501936**, Official Records of Washoe County, Nevada. **Affects APN 074-070-73.**

22. Easement for permanent easement for roadway purposes, and incidental purposes, granted to **COUNTY OF WASHOE, a political subdivision of the State of Nevada** by an instrument, recorded on **April 29, 2004**, as Document No. **3029858**, Official Records of Washoe County, Nevada. **Affects APN: 074-122-50.**

23. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Washoe County, State of Nevada on **April 29, 2004**, as Document No. **3029861**. Survey Map No. **4378**. **Affects APN: 074-122-55.**

24. Easement for a utility and relocate-able access easement, and incidental purposes, granted to **FISH SPRINGS RANCH, LLC, a Nevada limited liability company** by an instrument, recorded on **June 2, 2004**, as Document No. **3047135**, Official Records of Washoe County, Nevada. **Affects APN: 074-070-72.**

25. Easement for a utility and relocate-able access easement, and incidental purposes, granted to **VIDLER & BROWNE, LLC, a Nevada limited liability company** by an instrument, recorded on **June 2, 2004**, as Document No. **3047136**, Official Records of Washoe County, Nevada. **Affects APN: 074-070-16.**

26. Matters as disclosed on Division of Land Map filed in the office of the County Recorder of Washoe County, State of Nevada on **June 2, 2004**, as Document No. **3047137**. Division Land Map No. **208**. **Affects APN: 074-070-73 and 74.**

27. Matters as disclosed on Division of Land Map filed in the office of the County Recorder of Washoe County, State of Nevada on **June 11, 2007**, as Document No. **3542413**. Division Land Map No. **223**. **Affects APN: 074-040-61.**

28. Easement for non-exclusive roadway and utility easement, and incidental purposes, granted to **RODERIC MINDEROP** by an instrument, recorded on **March 18, 2008**, as Document No. **3631156**, Official Records of Washoe County, Nevada. **Affects APN: 074-412-45.**
29. ASSIGNMENT AND ACCEPTANCE OF EASEMENTS AND INFRASTRUCTURE executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, by and between **FISH SPRINGS RANCH, LLC**, a Nevada limited liability company and **WASHOE COUNTY**, a political subdivision of the State of Nevada, recorded on **October 9, 2008**, as Document No. **3695327**, Official Records of Washoe County, Nevada. **Affects APN: 074-040-15, 23, 24, 56, 57, 58, 60 and 61; 074-070-16, 28 and 74; 074-111-05; 074-412-18, 19 and 45; 074-420-14, 15 and 16.**
30. A MEMORANDUM OF LICENSE AGREEMENT executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, by and between **FISH SPRINGS RANCH, LLC**, a Nevada limited liability company and **WASHOE COUNTY**, a political subdivision of the State of Nevada, recorded on **October 9, 2008**, as Document No. **3695330**, Official Records of Washoe County, Nevada. **Affects APN: 074-070-72, 73 AND 74; 074-122-10 AND 55; 074-420-07 AND 11.**
31. Easement for access road, pump station to tank site, utility easement, pump station, storage line, tank site and transmission line, and incidental purposes, granted to **WASHOE COUNTY, NEVADA**, a political subdivision for the State of Nevada by an instrument, recorded on **October 9, 2008**, as Document No. **3695331**, Official Records of Washoe County, Nevada. **Affects APN: 074-040-15, 23, 24, 56, 57, 58, 60 and 61; 074-070-16, 28 and 74; 074-111-05; 074-412-18, 19 and 45; 074-420-14, 15 and 16.**
32. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Washoe County, State of Nevada on **June 17, 2010**, as Document No. **3893073**. Survey Map No. **5245**.
33. Easement to construct, operate and maintain electric facilities, and incidental purposes, granted to **Sierra Pacific Power Company**, by **FISH SPRINGS RANCH, LLC**, a Nevada limited liability company, recorded on **October 13, 2010**, as Document No. **3932435**, Official Records of Washoe County, Nevada.
34. Easement for a permanent private easement for roadway, access, ingress, egress and utilities...together with the perpetual right to enter upon said land to construct, reconstruct, maintain and repair said roadway facilities...and the right to remove obstructions interfering with the location, and incidental purposes, granted to **HALL BONANZA INVESTMENTS, LLC**, a Nevada Limited Liability Company by **FISH SPRINGS RANCH, LLC**, a Nevada Limited Liability Company, recorded on **September 14, 2010**, as Document No. **3921820**, Official Records of Washoe County, Nevada.
35. An application for **Agricultural Use Assessment pursuant to Section 361A**, Nevada Revised States and Approval thereof, has been recorded on **June 28, 2011**, as Document No. **4017236**, Official Records of Washoe County, Nevada.
36. Notice of Attachment of Tax Lien of Agricultural Real Property. Amounts due and information on agricultural deferred taxes are available through the Washoe County Assessor's Office, recorded on **July 30, 2013**, as Document No. **4263847**, Official Records of Washoe County, Nevada.
37. Prior to the issuance of any policy of title insurance, the following must be furnished to the Company with respect to **Fish Springs Ranch, LLC**, a Nevada limited liability company:

This Company will require a copy of the articles of organization for **Fish Springs Ranch, LLC**, a Nevada limited liability company, and any certificates of amendments filed with the Secretary of State, together with copies of any management agreements or operating agreements, together with a current list of all members of said limited liability company.

Initial

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NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$10.02** have been paid in full. (APN 074-040-15)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$2.44** have been paid in full. (APN 074-040-23)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$8.26** have been paid in full. (APN 074-040-24)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$21.84** have been paid in full. (APN 074-040-56)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$1.70** have been paid in full. (APN 074-040-57)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$29.90** have been paid in full. (APN 074-040-58)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$59.82** have been paid in full. (APN 074-040-61)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$18.80** have been paid in full. (APN 074-070-16)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$66.08** have been paid in full. (APN 074-070-28)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$1,745.62** have been paid in full. (APN 074-070-72)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$4,583.20** have been paid in full. (APN 074-070-73)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$8.54** have been paid in full. (APN 074-070-74)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$0.66** have been paid in full. (APN 074-122-10)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$6.38** have been paid in full. (APN 074-122-55)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$8.28** have been paid in full. (APN 074-412-18)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$74.16** have been paid in full. (APN 074-412-19)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$19.66** have been paid in full. (APN 074-412-45)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$3.00** have been paid in full. (APN 074-420-07)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$1.26** have been paid in full. (APN 074-420-11)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$0.76** have been paid in full. (APN 074-420-14)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$3.98** have been paid in full. (APN 074-420-15)

NOTE: Taxes for the fiscal year **2013-2014**, in the amount of **\$8.08** have been paid in full. (APN 074-420-16)

NOTE: This report is being issued for information purposes only, no liability assumed.

THE FOLLOWING NOTES ARE FOR INFORMATION PURPOSES ONLY:

WESTERN TITLE COMPANY RESERVES THE RIGHT TO AMEND THIS PRELIMINARY TITLE REPORT AT ANY TIME.

NOTE: A search of the Official Records for the county referenced in the above order number, for the 24 months immediately preceding the date above discloses the following instruments purporting to convey the title to said land:
NONE

NOTE:

If any current work of improvements have been made on the herein described real property (within the last 90 days) and this Report is issued in contemplation of a Policy of Title Insurance which affords mechanic lien priority coverage (i.e. ALTA POLICY); the following information must be supplied for review and approval prior to the closing and issuance of said Policy: (a) Copy of Indemnity Agreement; (b) Financial Statements; (c) Construction Loan Agreement; (d) If any current work of improvements have been made on the herein described real property Building Construction Contract between borrower and contractor; (e) Cost breakdown of construction; (f) Appraisal; (g) Copy of Voucher or Disbursement Control Statement (if project is complete).

NOTE: This report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this report or a resulting title policy for such rights or ownership.

NOTE: Notwithstanding anything to the contrary in this Report, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Report. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: The map, if any, attached hereto is subject to the following disclaimer:

WESTERN TITLE COMPANY does not represent this plat as a survey of the land indicated hereon, although believed to be correct, no liability is assumed as to the accuracy thereof.

Initial

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Initial

Legal Description

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

PARCEL 1:

The Southwest 1/4 of the Southwest 1/4, Northwest 1/4 of the Northeast 1/4, South 1/2 of the Northeast 1/4 and South 1/2 of the Southeast 1/4 of Section 25, Township 26 North, Range 18 East, M.D.B.&M.

APN: 074-040-15, 23 and 24

PARCEL 2:

Parcels 1 and 2 of PARCEL MAP NO. 2351, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 10, 1989, as File No. 1323588.

APN: 074-040-56 and 57

PARCEL 3:

The Southeast 1/4 of the Southwest 1/4 of Section 25, Township 26 North, Range 18 East, M.D.B.&M.

APN: 074-040-58

PARCEL 4:

Parcel 2 of MAP OF DIVISION INTO LARGE PARCELS FOR FISH SPRINGS RANCH, LLC, MAP NO. 223, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 11, 2007, as File No. 3542413.

APN: 074-040-61

PARCEL 5:

The Southeast 1/4 of the Southwest 1/4 of Section 20, Township 26 North, Range 19 East, M.D.B.&M.

EXCEPTING THEREFROM 50% of all oil, gas, uranium and other hydrocarbon substances in and under said land as reserved in the Deed recorded August 24, 1956, in Book 421, Page 318, as Document No. 264055 of Deed Records.

APN: 074-070-16

PARCEL 6:

The South half of Section 30 and the North half of Section 31, all in Township 26 North, Range 19 East, M.D.B.&M.

APN: 074-070-28

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PARCEL 7:

The Southwest 1/4 of the Southwest 1/4 of Section 20, Township 26 North, Range 19 East, M.D.B.&M.

APN: 074-070-72

PARCEL 8:

Parcel A and B of MAP OF DIVISION INTO LARGE PARCELS FOR FISH SPRINGS RANCH, LLC, MAP NO. 208, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 2, 2004, as File No. 3047137.

APN: 074-070-73 and 74

PARCEL 9:

The Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 15, Township 26 North, Range 19 East, M.D.B.&M.

EXCEPTING THEREFROM one-half of all mineral, oil, coal, and gas rights which have not heretofore been reserved by the State of Nevada, as reserved in the Deed from Midrea Werner recorded July 21, 1954 as Document No. 231504 of Deeds.

ALSO EXCEPTING THEREFROM 50% of all oil, gas, uranium and other hydrocarbon substances in and under said land as reserved in the Deed from Robert King Smigel and Suzan K. Smigel recorded August 4, 1958, as Document No. 290644 of Deeds.

APN: 074-122-10

PARCEL 10:

Parcel B of Record of Survey Map No. 4378, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 29, 2004, as File No. 3029861 of Official Records, being the East One-Half (E1/2) of the Northwest One-Quarter (NW1/4) of the Northwest One-Quarter (NW1/4) and the Northeast One-Quarter (NE1/4) of the Northwest One-Quarter (NW1/4) of Section 15, Township 26 North, Range 19 East, M.D.B.&M., County of Washoe, State of Nevada, more particularly described as follows:

Commencing at a 1/1/4" diameter iron pipe monument for the Section Corner common to Sections 9, 10, 15, and 16, Township 26 North, Range 19 East,

Thence South 88°09'54" East, a distance of 672.48 feet, along the common line between Sections 10 and 15, to the true point of beginning;

Thence continuing along said common line, South 88°09'54" East, a distance of 2017.42 feet;

Thence South 0°56'38" East, a distance of 1331.41 feet;

Thence North 88°19'15" West, a distance of 2016.48 feet;

Thence North 0°58'25" West, a distance of 1336.94 feet, to the true point of beginning.

APN: 074-122-55

Document Number 3029860 is provided pursuant to the requirements of Section 1.NRS 111.312.

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PARCEL 11:

The North 1/2 of the Southwest 1/4 and the South 1/2 of the Southwest 1/4 of Section 10, Township 26 North, Range 19 East, M.D.B.&M.

APN: 074-412-18 and 19

PARCEL 12:

The Southeast 1/4 of Section 9, Township 26 North, Range 19 East, M.D.B.&M. excepting therefrom that portion conveyed by Deed recorded July 25, 1971, as Document No. 684650 described as the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 9.

The Northwest 1/4 of the Northeast 1/4 of Section 16, Township 26 North, Range 19 East, M.D.B.&M.

APN: 074-412-45

PARCEL 13:

The South 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 26 North, Range 19 East, M.D.B.&M.

EXCEPTING THEREFROM 50% of all oil, gas, uranium and other hydrocarbon substances in and under said land as reserved in the Deed form Robert King Smigel and Suzan K. Smigel recorded December 31, 1956, as Document No. 268913, of Deeds.

APN: 074-420-07

PARCEL 14:

The Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 26 North, Range 19 East, M.D.B.&M.

APN: 074-420-11

PARCEL 15:

The South 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 26 North, Range 19 East, M.D.B.&M.

APN: 074-420-14

PARCEL 16:

The Southwest quarter of the Northwest quarter of Section 29, Township 26 North, Range 19 East, M.D.B.&M.

APN: 074-420-15

PARCEL 17:

The East 1/2 of the Northwest 1/4 of Section 29, Township 26 North, Range 19 East, M.D.B.&M.

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EXCEPTING THEREFROM 50% of all crude oil, petroleum, gas, brea, asphaltum, precious metals and all kindred substances and other minerals under and in said land, as reserved in the Deed from Robert King Smigel and Suzan K. Smigel recorded September 16, 1957, as Document No. 278923 of Deeds.

ALSO EXCEPTING THEREFROM 50% of all crude oil, petroleum, gas, brea, asphaltum, precious metals and all kindred substances and other minerals under and in said land, as reserved in the Deed from Sam Green and Resa Green, recorded March 29, 1973, as Document No. 280715 of Official Records.

APN: 074-420-16

Assessor's Parcel Number(s):
074-040-15, 23,24,56,57,58,61

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LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE-Schedule B, Part I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records,
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

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

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

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violations or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
 3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to US, unless they appeared in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date -- this does not limit the coverage described in Covered Risk 7, 8d, 22, 23, 24 or 25.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
- This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

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

For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limited of Liability shown in Schedule A.

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	1% of Policy Amount or \$ 2,500 (whichever is less)	\$ 10,000
Covered Risk 15:	1% of Policy Amount or \$ 5,000 (whichever is less)	\$ 25,000
Covered Risk 16:	1% of Policy Amount or \$ 5,000 (whichever is less)	\$ 25,000
Covered Risk 18:	1% of Policy Amount or \$ 2,500 (whichever is less)	\$ 5,000

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the exceptions in Schedule B, you are not insured against loss, costs, attorney's fees and expenses resulting from:

1. Governmental policy power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to the violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in item 3 of Schedule A, or
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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EXCEPTIONS FROM COVERAGE

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

- 1. Someone claiming an interest in your land by reason of:
 - A. Easements not shown in the public records
 - B. Boundary disputes not shown in the public records
 - C. Improvements owned by your neighbor placed on your land
- 2. If, in addition to a single family residence, your existing structure consists of one or more Additional Dwelling Units, Item 12 of Covered Title Risks does not insure you against loss, costs, attorneys' fees, and expenses resulting from:
 - A. The forced removal of any Additional Dwelling Unit, or,
 - B. The forced conversion of any Additional Dwelling Unit back to its original use.
 If said Additional Dwelling Unit was either constructed or converted to use as a dwelling unit in violation of any law or government regulation.

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
 WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
 and
 AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)
 WITH ALTA ENDORSEMENT - FORM 1 COVERAGE**

EXCLUSIONS FROM COVERAGE

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

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character dimensions or location of any improvement now or hereafter erected on the land, (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- 7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to purchaser for value or a judgment or lien creditor.

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

EXCEPTIONS FROM COVERAGE

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

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1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
and
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92)

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

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2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY

EXCLUSIONS FROM COVERAGE

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

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

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- (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

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Initial

Initial

Initial

PRIVACY POLICY

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes requires Western Title Company, LLC, a Nevada limited liability company, to explain to you how we collect and use customer information.

Western Title Company has always and will continue to adhere to strict standards of confidentiality when it comes to protecting the privacy, accuracy and security of customer information provided to us.

PERSONAL INFORMATION WE MAY COLLECT:

Western Title collects information about you (for instance, your name, address and telephone number), and information about your transaction, including the identity of the real property you are buying or refinancing. We obtain copies of deeds, notes or mortgages that may be involved in the transaction. We may obtain this information directly from you or from the lender, attorney, or real estate broker or agent that you have chosen. When we provide escrow, or settlement services, or mortgage loan servicing, we may obtain your social security number, along with other information from third parties including appraisals, credit reports, land surveys, loan account balances, and sometimes your bank account information in order to facilitate your transaction.

HOW WE USE THIS INFORMATION:

Western Title Company does *NOT* share your information with marketers outside our own family. There is *NO* need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you, your lender or in other ways permitted by law. The privacy law permits some sharing of information without your approval. We may share your information internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

HOW WE PROTECT YOUR INFORMATION:

We restrict access to nonpublic information about you to our employees that need the information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with the law to guard your nonpublic information. We reinforce Western Title's privacy policy with our employees.

You do not need to respond to this notice, unless you have concerns about any information we have obtained. You can write us at:

Western Title Company, LLC, a Nevada limited liability company
Attention: Operations Manager
P.O. Box 3059
Reno, NV 89505

Initial

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Initial

Initial

Western Title Company, LLC, is an agent for Chicago Title Insurance, Westcor Land Title Insurance Company, Fidelity National Title insurance Company, Old Republic National Title Insurance Company, Commonwealth Land Title, and Stewart Title Guaranty Company. You may receive additional Privacy Policy information from these companies.

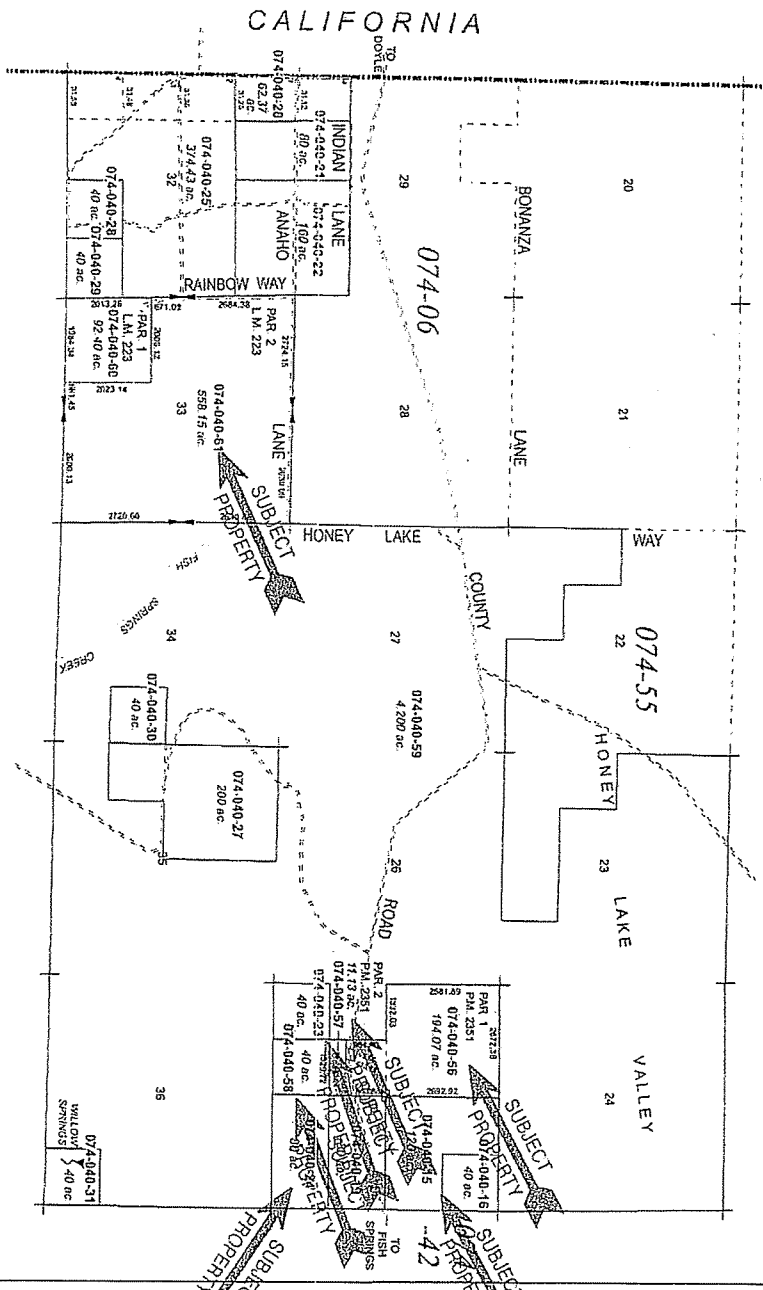
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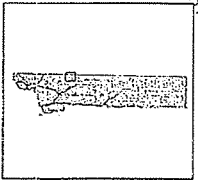
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**SECTIONS 24 - 27 & 32 - 36
& PORTS. OF SECS. 22, 23 & 29
T26N - R18E**



Assessor's Map Number
074-04

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
Joshua G. Wilson, Assessor
3011 East Clark Street
Sparks, Nevada 89512
(775) 328-7231



074-040-16	074-040-17	074-040-18	074-040-19
074-040-20	074-040-21	074-040-22	074-040-23
074-040-24	074-040-25	074-040-26	074-040-27
074-040-28	074-040-29	074-040-30	074-040-31
074-040-32	074-040-33	074-040-34	074-040-35
074-040-36	074-040-37	074-040-38	074-040-39
074-040-40	074-040-41	074-040-42	074-040-43
074-040-44	074-040-45	074-040-46	074-040-47
074-040-48	074-040-49	074-040-50	074-040-51
074-040-52	074-040-53	074-040-54	074-040-55
074-040-56	074-040-57	074-040-58	074-040-59



Created by: **TW/T 11/12/2011**
Last update: _____
Area previously shown on map(s): _____

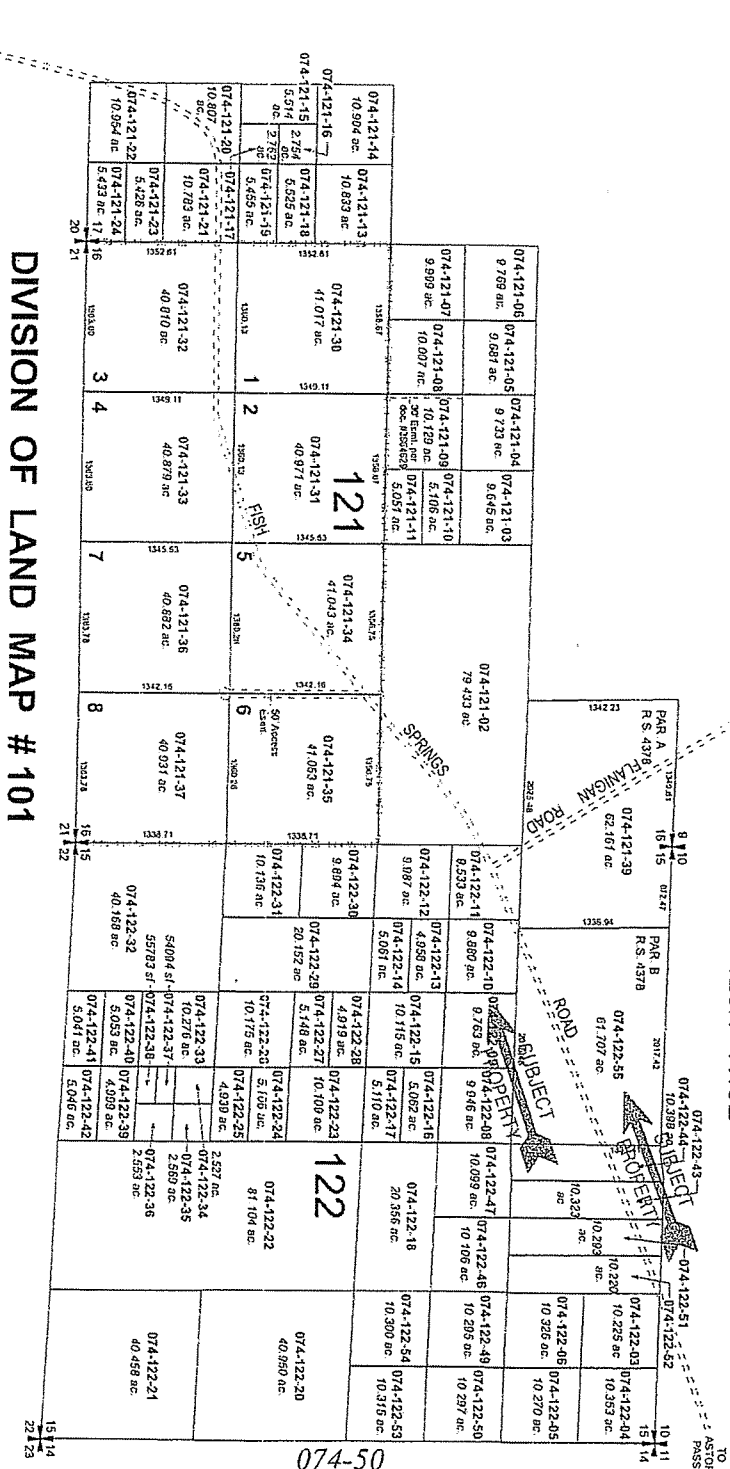
NOTE: This map was prepared for the use of the Assessor's Office. It is not intended to be a survey of the property. No liability is assumed for any errors or omissions. The Assessor's Office is not responsible for the accuracy or completeness of the data shown on this map.

Assessor's Map Number
074-12

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
Joshua G. Wilson, Assessor
1001 East Main Street
Reno, Nevada 89512
(775) 322-2211

SW09-002
EXHIBIT B

SECTION 15 & PORTIONS OF SECTIONS 16 & 17
T26N - R19E

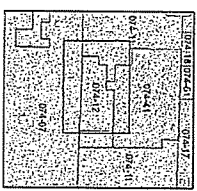
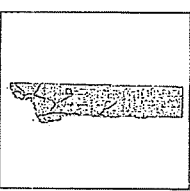


DIVISION OF LAND MAP # 101

FISH SPRINGS



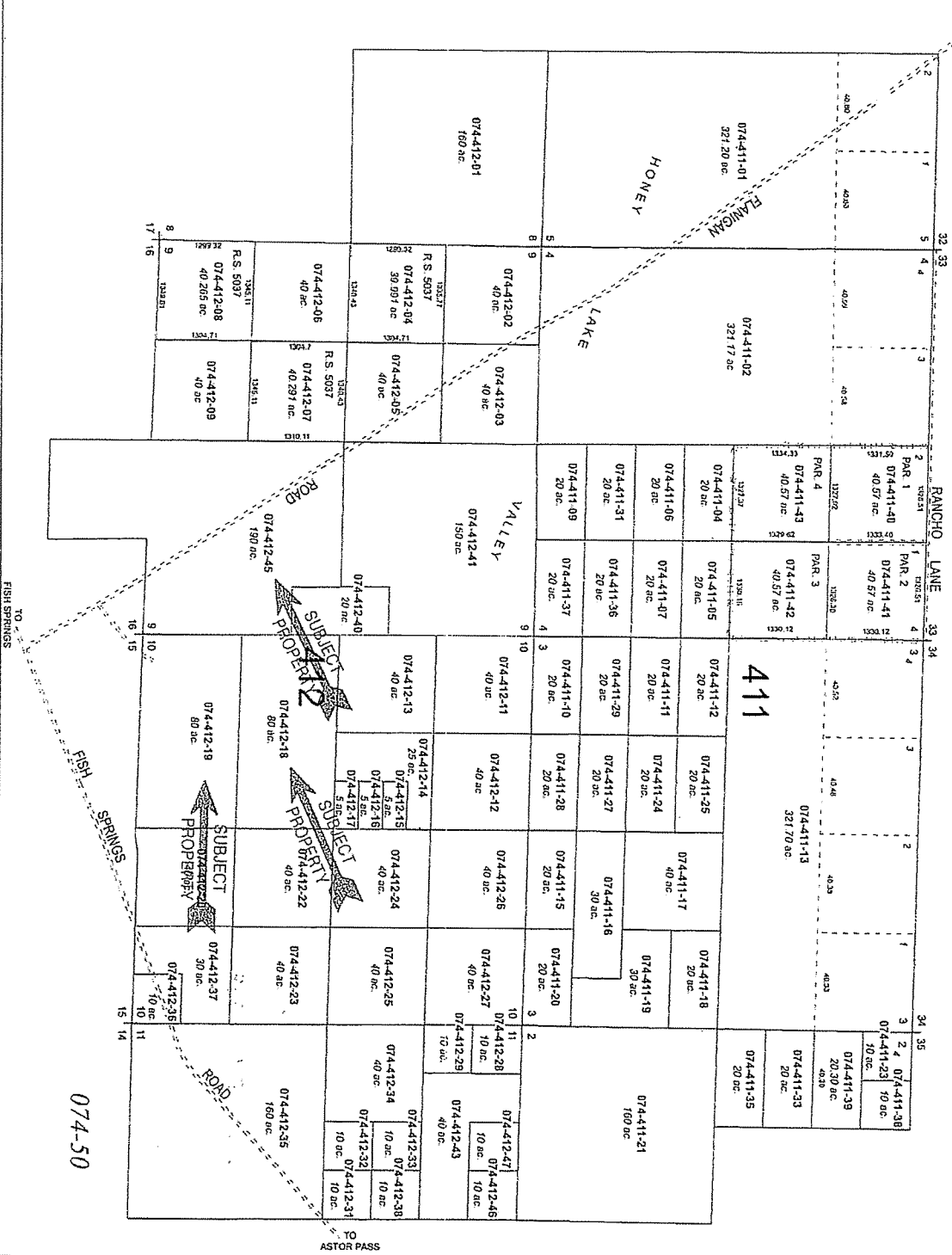
1 inch = 1,000 feet



created by: TWF 1/7/2011
last update: _____
also property shown on map(s) _____

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and a survey of the premises. No liability is assumed as to the efficiency or accuracy of the data obtained thereon.

SECS. 3, 4, 9 & 10 AND PORS. OF SECS. 2, 5, 8, 11 & 16
LAND MAP #86
 T26N - R19E

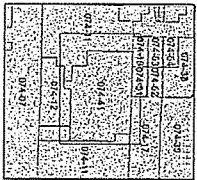
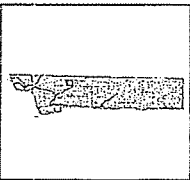


Assessor's Map Number
074-41

STATE OF NEVADA
WASHOE COUNTY
 ASSESSOR'S OFFICE
 Joshua G. Wilson, Assessor
 1001 East Main Street
 Reno, Nevada 89502
 (775) 784-2311



Scale
 0 200 400 600 800 1,200
 1 inch = 1,320 feet



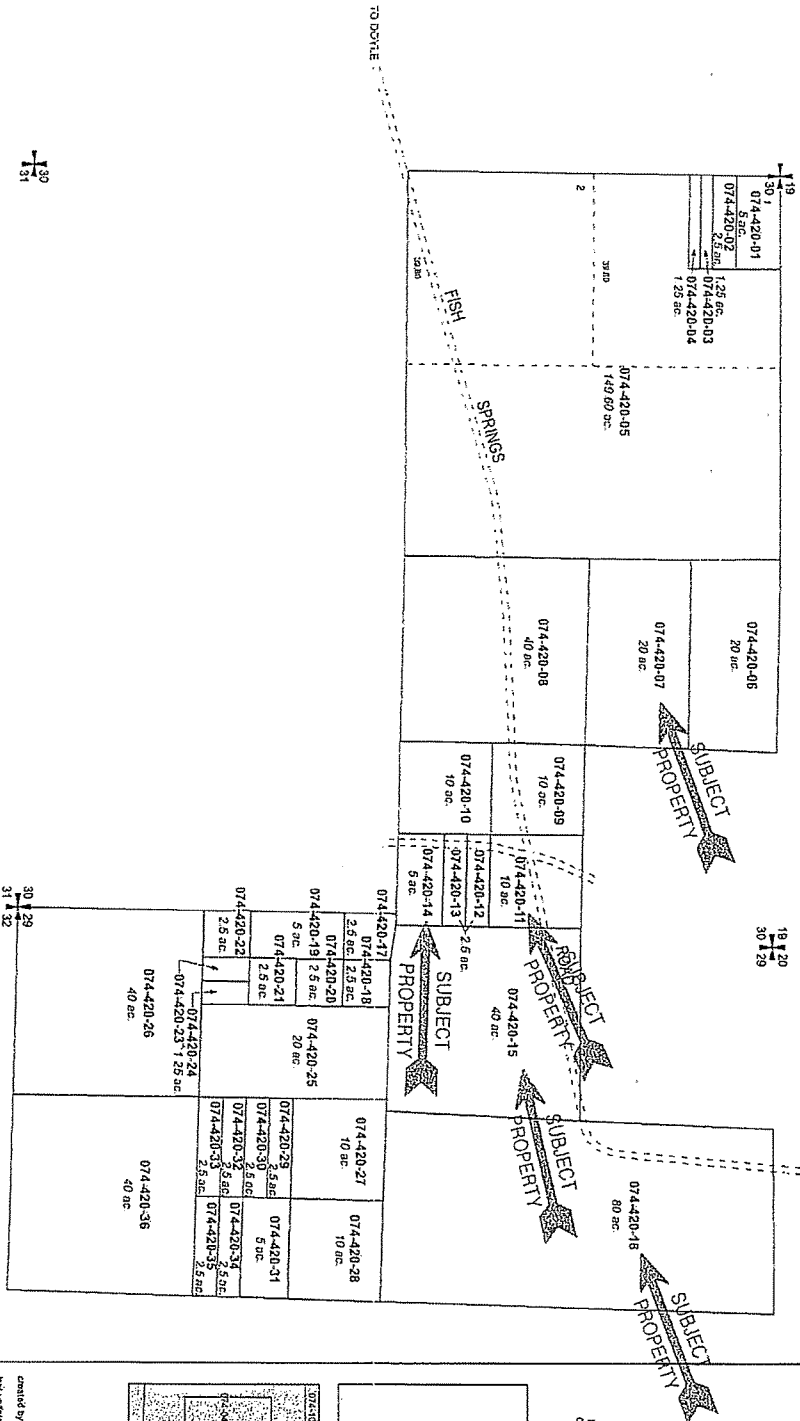
created by: **TWT 11/02/2011**
 last updated:
 area (acres) shown on map(s)

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and is not intended to be used for any other purpose. No liability is assumed by the Assessor for the accuracy of the data or the information contained herein.

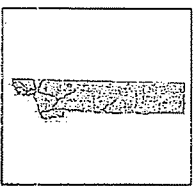
Assessor's Map Number
074-42

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
Joshua G. Wilson, Assessor
1001 East Main Street
Reno, Nevada 89502
(775) 328-2231

**PORTIONS OF W 1/2 OF SEC. 29
& N 1/2 OF SEC. 30
T26N - R19E**



074-420-01	074-420-02	074-420-03	074-420-04
5 ac	5 ac	5 ac	5 ac
1.25 ac	1.25 ac	1.25 ac	1.25 ac
074-420-05	074-420-06	074-420-07	074-420-08
149.89 ac	20 ac	20 ac	40 ac



Scale
0 200 400 600 800
1 inch = 800 feet



created by: TWT 11/11/2011
last updated: _____
area previously shown on map(s): _____

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and is not intended for any other purpose. It is not to be used as a substitute for a survey or for any other purpose. The Assessor is not responsible for any errors or omissions on this map.

Landscaping Wavier

The proposed Fish Springs Ranch PV 1 Solar Project will facilitate NV Energy's ability to meet the newly revised Renewable Portfolio Standard. The proposed project is located on or adjacent to the parcels subject to Special Use Permit SW05-009. ECO:LOGIC discussed the landscaping requirements Washoe County Development Code 412. Fish Springs Ranch is operating under the assumption that the circumstances of this project will negate any need for landscaping. Please see the attached letter.

June 14, 2005

Paul Kelly
Planner, Washoe County Community Development Department
PO Box 11130, Reno, NV 89520-0027

Principals:
David R. Bennett
Charles G. Bunker
Robert W. Emerick
John P. Enloe
Gerry O. LaBudde
Jeffrey R. Hauser
Richard E. Stowell

**RE: Waiver of Landscaping Standards – Washoe County
Development Code 412
Fish Springs Water Supply Project SUP Application**

Dear Mr. Kelly:

Vidler Water Company is proposing construction of the Fish Springs Water Supply Project to meet future water demands for the Stead, Silver Lake and Lemmon Valley area (North Valleys) within the Truckee Meadows Services Area. The proposed project consists of a new substation off of the Alturas Transmission Line, groundwater production wells, a pump station, a transmission pipeline and terminal water storage tank to convey water from Fish Springs Ranch to the North Valleys.

Washoe County Development Code 412 requires a landscaping plan to accompany a Special Use Permit. ECO:LOGIC has discussed this issue with your office and it is our understanding that in certain circumstances these plans may not be required.

The project is located approximately 12 miles east of Doyle, California in rural Nevada where this standard might not apply. A completed Special Use Permit application has been provided to your department for review and approval; however, the applicant is asking for a waiver of the landscaping standards based on the following criteria:

1. The lack of neighbors in the vicinity:

The proposed sites are located in remote rural communities that have a minimal number of residences in the region, some alfalfa farming and cattle ranching. The community would not benefit from additional landscaping at the sites.

2. Contrast to Rural Nature of Areas:

Formal landscaping at most of the sites would probable generate a greater visual impact in the region by standing out from the surrounding landscape. Mitigation measures summarized in the Draft EIS for the project include revegetation of sites with native vegetation and using color schemes on structures that blend with the land.

3. Landscaping will create additional maintenance:

The various facilities will be unmanned for the majority of its operation, and nobody will be available for the upkeep of landscaping improvements at these remote sites. Therefore, landscaping maintenance would be sporadic at best and increase operational costs for maintenance at the many remote sites.

ECO:LOGIC appreciates your consideration to waive the landscaping standards for this project. Please call me at (775) 827-2311 or John Enloe at (775) 827-2311 if you have any questions or comments.

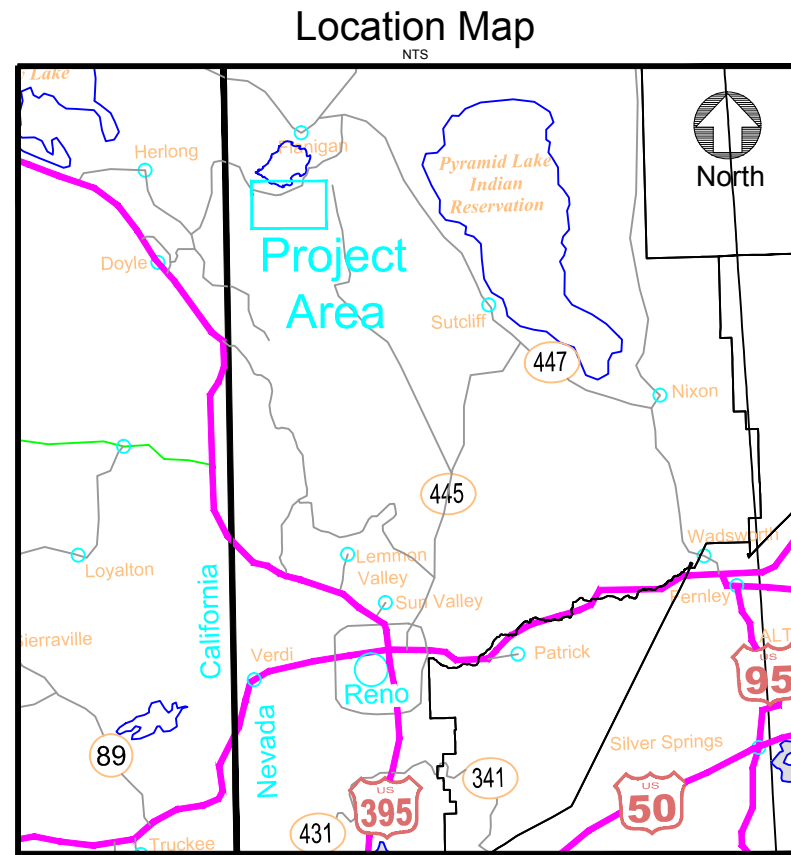
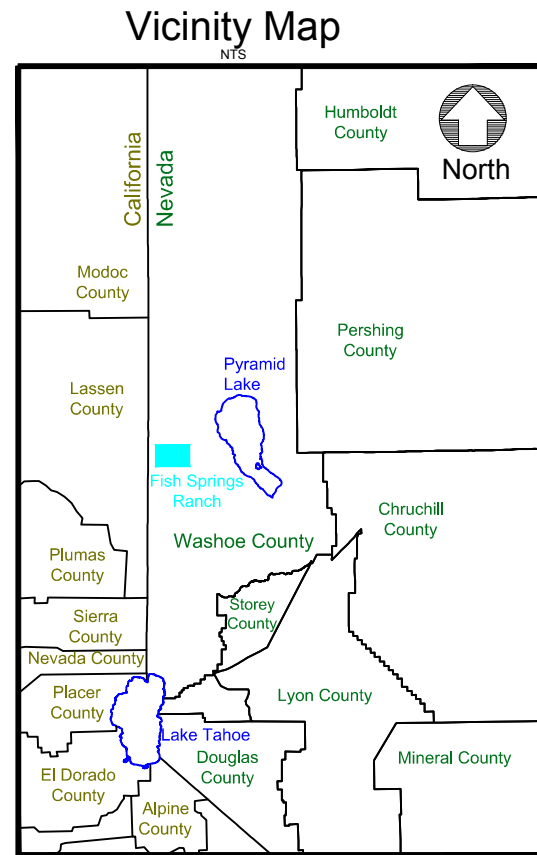
Sincerely,

A handwritten signature in black ink, appearing to read "David Kershaw". The signature is fluid and cursive, with a large initial "D" and "K".

David Kershaw, P.E.
Project Engineer
ECO:LOGIC Engineering, LLC

FIGURE 1

FISH SPRINGS RANCH SPECIAL USE PERMIT PARCELS



LEGEND

- Vidler/Fish Springs Ranch Parcels for Solar Special Use Permit (2588.38 Acres)
- Other Vidler/Fish Springs Ranch Parcels
- Existing Power
- Alturas Transmission ROW (160')
- Gas Line ROW (50')

