

# Washoe County Development Application

AP15-005

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.

ORIGINAL

<b>Project Information</b>		Staff Assigned Case No.: _____	
Project Name: Lord of Mercy Lutheran Church			
Project Description: Temporary location (about 12-18 months) until Lord of Mercy's new building is built at 391 Los Altos in Sparks			
Project Address: 9650 Pyramid Highway			
Project Area (acres or square feet): 5,500 square feet			
Project Location (with point of reference to major cross streets AND area locator): The old Blockbuster building in the Savemart shopping center on Pyramid and La Posada			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No(s):	Parcel Acreage:
534-092-08	0.773		
Section(s)/Township/Range: Township 21 Range 20			
Indicate any previous Washoe County approvals associated with this application: Case No.(s) should be one for the Blockbuster located at 9650 Pyramid			
<b>Applicant Information</b> (attach additional sheets if necessary)			
<b>Property Owner:</b>		<b>Professional Consultant:</b>	
Name: Beebe Holdings		Name:	
Address: 4435 140th Ave. S.E. Bellevue, WA		Address:	
Zip: 98006		Zip:	
Phone: 425-747-7428		Phone:	
Fax:		Fax:	
Email: bobbeebe@comcast.net		Email:	
Cell:		Cell:	
Other:		Other:	
Contact Person: Bob Beebe		Contact Person:	
<b>Applicant/Developer:</b>		<b>Other Persons to be Contacted:</b>	
Name: Lord of Mercy Lutheran church		Name:	
Address: 5245 Vista Blvd. #F3-205 Sparks, NV		Address:	
Zip: 89436		Zip:	
Phone: 775-358-7863		Phone:	
Fax:		Fax:	
Email: rhardung@hotmail.com		Email:	
Cell: 775-742-9291		Cell:	
Other:		Other:	
Contact Person: Rebecca Botsford		Contact Person:	
<b>For Office Use Only</b>			
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

# Administrative Permit Application Supplemental Information

(All required information may be separately attached)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific references to administrative permits may be found in Article 808, Administrative Permits.

**1. What is the type of project or use being requested?**

Lord of Mercy Lutheran church's temporary location (about 12-18 months) until our new building at 391 Los Altos in Sparks can be built

**2. What currently developed portions of the property or existing structures are going to be used with this permit?**

9650 Pyramid Highway (the old Blockbuster building) and parking lot for people attending worship services and church activities

**3. What improvements (e.g. new structures, roadway improvements, utilities, sanitation, water supply, drainage, parking, signs, etc.) will have to be constructed or installed and what is the projected time frame for the completion of each?**

None

- 1
4. What is the intended phasing schedule for the construction and completion of the project?

N/A. The building is complete and ready for occupancy. Lord of Mercy Lutheran Church would like to occupy the building as soon as possible.

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

The building at 9650 Pyramid Highway is a good size for Lord of Mercy's membership of approximately 115 people. A typical Sunday will have approximately 60 people attend services. During the week, the Office Administrator has office hours Tuesday - Thursday, 9:30 AM - 5:30 PM. Usually 2-6 people will visit during the day. The building is close to our church's new permanent location at 391 Los Altos (in planning phase now).

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

9650 Pyramid Highway has been vacant for 3 years. It is beneficial to the shopping center to have occupied buildings, and Lord of Mercy Lutheran Church will be a good neighbor. We are involved in several projects that benefit the community, including collection of food and money for the Northern Nevada Food Bank, gathering school supplies and clothing for Tranor Middle School and Lena Juniper Elementary School, and conducting other service projects for the Nevada Humane Society, Reno/Sparks Gospel Mission and Ridge House.

7. What will you do to minimize the anticipated negative impacts or effects your project will have on adjacent properties?

We do not anticipate any negative impacts upon adjacent properties. SaveMart corporation's real estate division approved Lord of Mercy's request to rent the building next to them. Lord of Mercy Lutheran Church actively sought their approval before moving into this shopping center, Rebecca Botsford, relocation co-chair, will go to each business, introduce the church and provide multiple contact information for complete coverage of any problems/issues that arise. The church will not conduct any activities (rummage sales, outside donation barrels, etc) that "spill out" into the shopping center.

8. Please describe operational parameters and/or voluntary conditions of approval to be imposed on the administrative permit to address community impacts.

There should be minimal community impact. Sunday morning worship services are when many people are not shopping. Each Sunday service has an attendance of approximately 25-35 people. Wednesday night services (Advent and Lent,) evening Bible studies and children's evening Bible school are lightly attended and will not take up other business's parking areas. There are parking spaces for 9650 Pyramid.

9. How many improved parking spaces, both on-site and off-site, are available or will be provided? (Please indicate on site plan.)

57 parking spaces are directly in front or back of 9650 Pyramid

10. What types of landscaping (e.g. shrubs, trees, fencing, painting scheme, etc.) are proposed? (Please indicate location on site plan.)

The shopping center has landscaping in place. CAM fees will be paid for landscaping maintenance.

11. What type of signs and lighting will be provided? On a separate sheet, show a depiction (height, width, construction materials, colors, illumination methods, lighting intensity, base landscaping, etc.) of each sign and the typical lighting standards. (Please indicate location of signs and lights on site plan.)

There will be no additional lightening provided. Lord of Mercy will use what is already present.  
Lord of Mercy hopes to have two banner type signs on either side of the owner's for rent/lease sign. These signs will be approximately four feet wide by twenty feet long with black letters against a white background. One sign would say Lord of Mercy Lutheran church Join us sundays for worship at 8:30am and 10am. The other would say Watch the progress of our new building at 391 Los Altos.

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

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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13. Utilities:

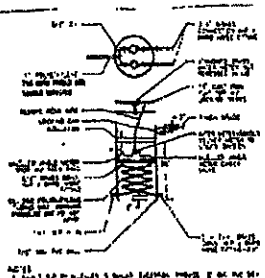
a. Sewer Service	in place
b. Water Service	in place

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

c. Permit #		acre-feet per year	
d. Certificate #		acre-feet per year	
e. Surface Claim #		acre-feet per year	
f. Other, #		acre-feet per year	

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

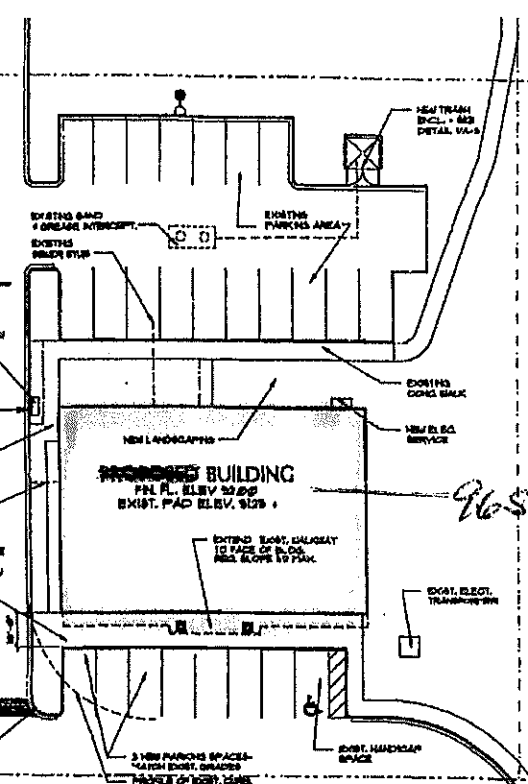
<p>Lord of Mercy has no water rights. If needed, we would have to purchase.</p>
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WATER SERVICE CONNECTION  
 EXISTING WATER SERVICE PIPE  
 EXISTING SANITARY SEWER  
 EXISTING GAS SERVICE PIPE

EXISTING **SAVEMART**  
**ALBERTSON'S**  
**GROCERY STORE**

Existing 2" Water Meter Service, Existing 4" Gas Service, Existing 6" Sewer Service



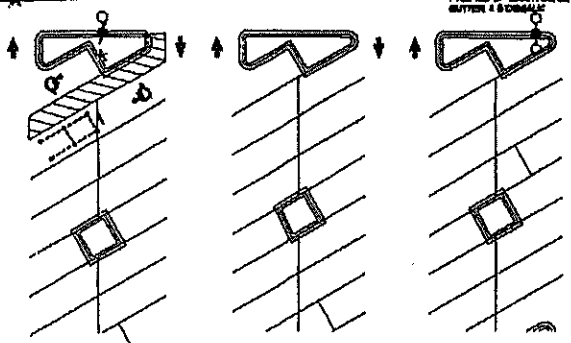
9650 PYRAMID

**PROJECT INFORMATION**

ZONING	ARTERIAL COMMERCIAL
BUILDING AREA	6,500 S.F.
CONSTRUCTION TYPE	V-NON RATED
BASIS ALLOW. AREA	TYPE V-NON-RATED 6,000 S.F.
OCCUPANCY	M - MERCHANTILE
OCCUPANT LOAD FACTOR	80 S.F./OCCUPANT
OCCUPANT LOAD	180 OCCUPANTS
ZONING	GENERAL COMMERCIAL
ASSESSOR'S PARCEL NO.	634-092-08

**DRAWING INDEX**

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A-6	BUILDING SECTION
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L-1	LANDSCAPING PLAN



**SITE PLAN** 1" = 16'-0"

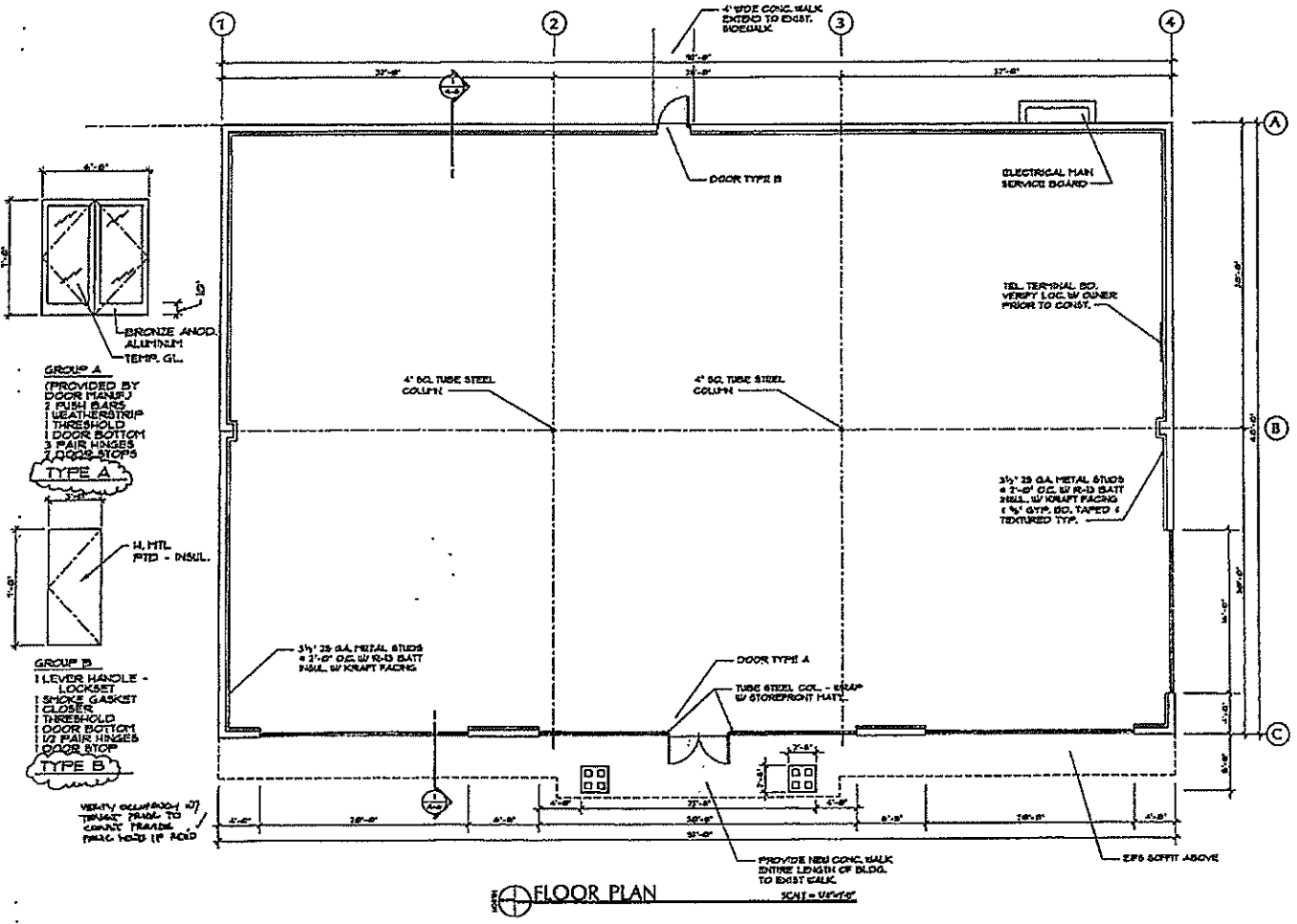
SITE MAP FOR 9650 PYRAMID.

Proposed Retail Building for **Spanish Springs Shopping Center**  
 Spanish Springs Road  
 Spanish Springs, Nevada

CHARLES R. KIBBY, AIA  
 ARCHITECT

DATE: 11/15/83  
 DRAWING NO.: A-1





**Proposed Retail Building for Spanish Springs Shopping Center**  
 Spanish Springs Road  
 Sparks, Nevada

CHASIS E. KELLY, INC.  
 ARCHITECTS

DATE: 11/15/11  
 DRAWN BY: [REDACTED]  
 CHECKED BY: [REDACTED]  
 APPROVED BY: [REDACTED]

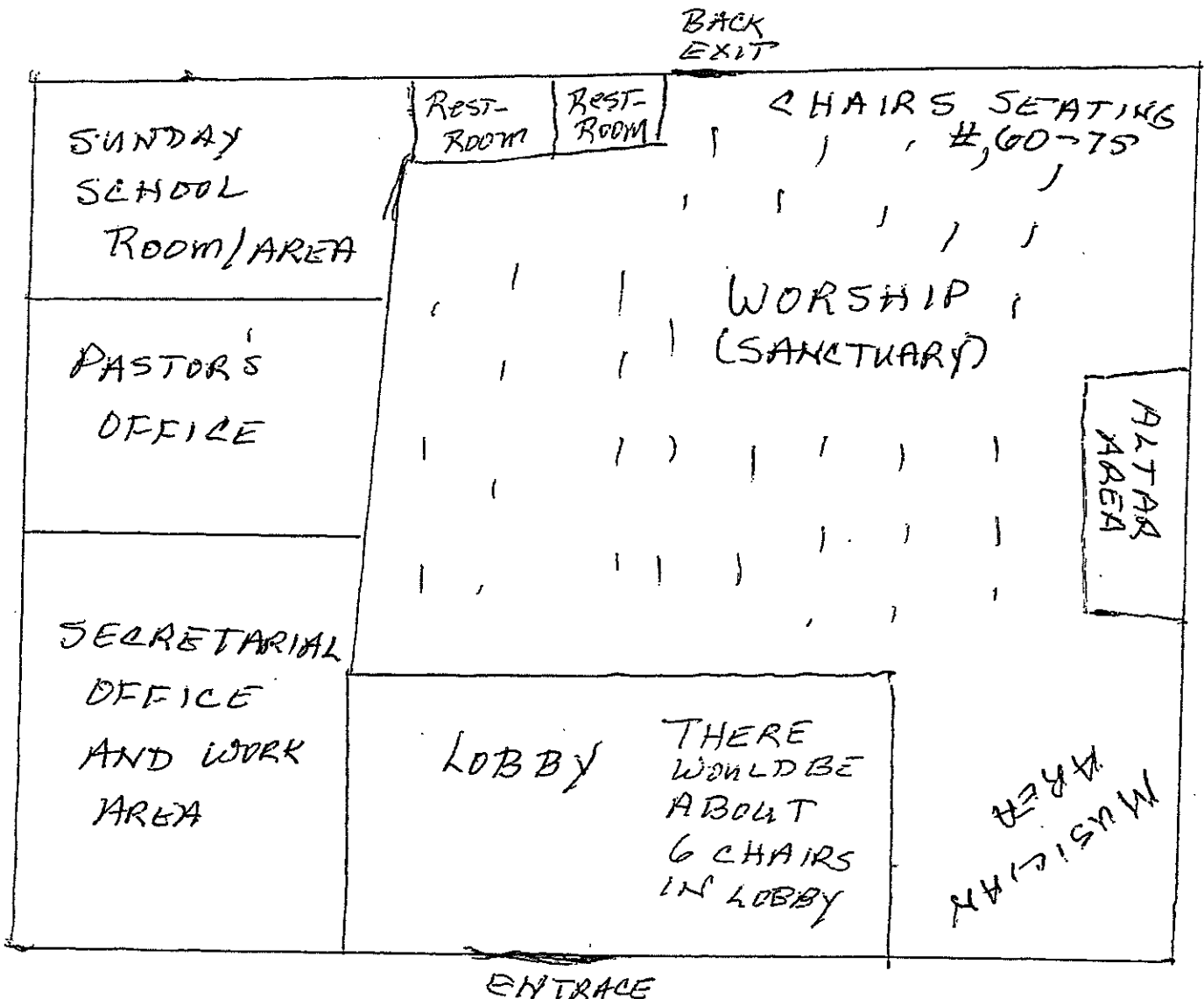
**Sheet A/2**



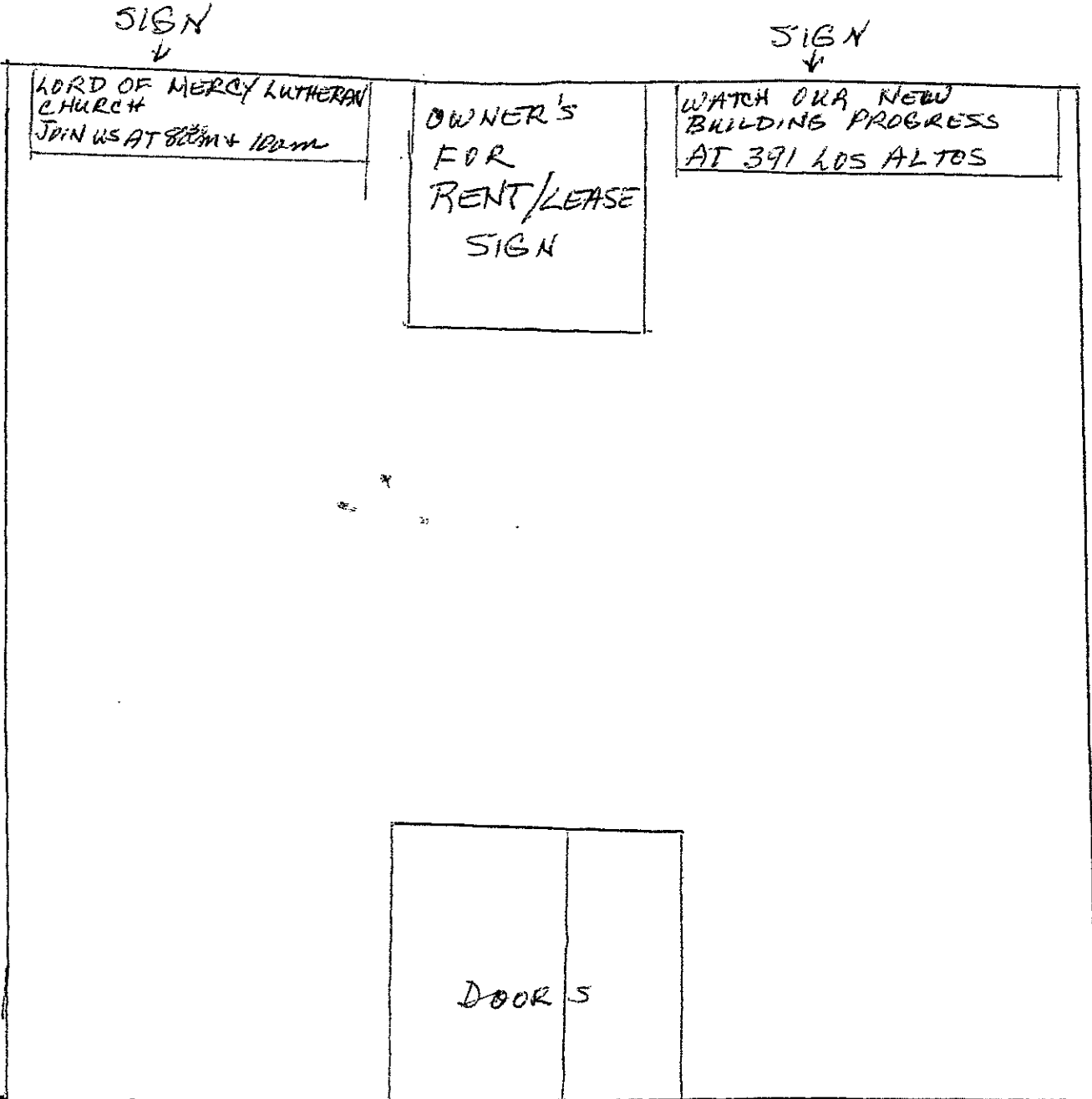
Lord of Mercy Lutheran church (LOM) is a small working class Christian church with approximately 100-115 members. LOM has about 50-55 giving units. The Sunday 8:30am service usually has about 20-25 people present. The Sunday 10am service usually has 30-35 people present. Christmas Eve and Easter would be the exceptions. The men's Bible study last Wednesday night at 6:30pm had 10 men in attendance.

To divide the 5,500 square feet at 9650 Pyramid, LOM anticipates about 2,200 square feet for the sanctuary worship area, 1,000 square feet for a reception/narthex/lobby area, 1,000 square feet for the secretary's office/work room (secretarial activities,) and 500 square feet each for a pastor's office and a Sunday school room. There are two restrooms in the building.

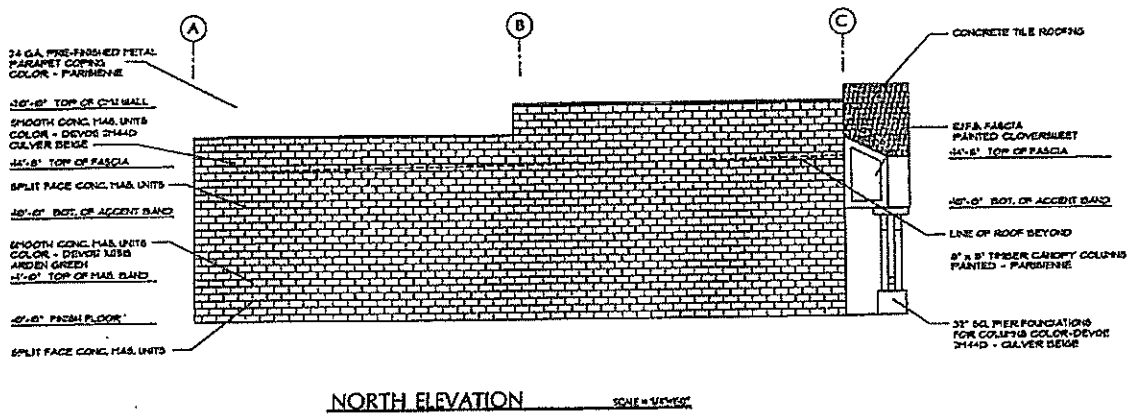
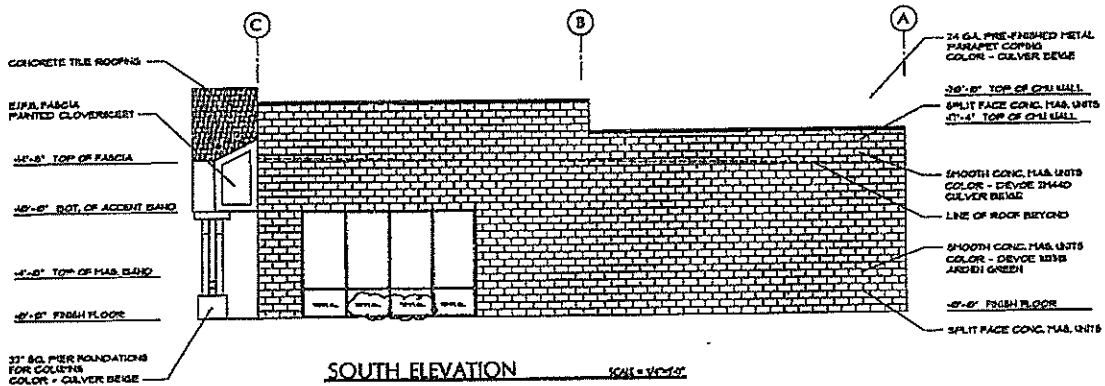
Below is a rough draft of the anticipated floor plan using movable partitions to divide the space. No permanent walls would be built.



If approved, Lord of Mercy would like to have two banner type signs at the top left and top right of the front of 9650 Pyramid. These signs would not be lighted. They would be made of canvas with black letters on a white or cream background. The dimensions would be four feet wide by twenty feet long. If the planning and development department does not approve this type of sign, Lord of Mercy will work with the department to get approved signs. If Lord of Mercy cannot afford the department's requested type of sign, Lord of Mercy will not have signs. Below is a rough sketch of the proposed sign placement.



9650 PYRAMID



**CHARLES E. KELLY, P.E.**
  
 No. 2458

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Proposed Retail Building for
   
**Spanish Springs Shopping Center**
  
 Spanish Springs Road

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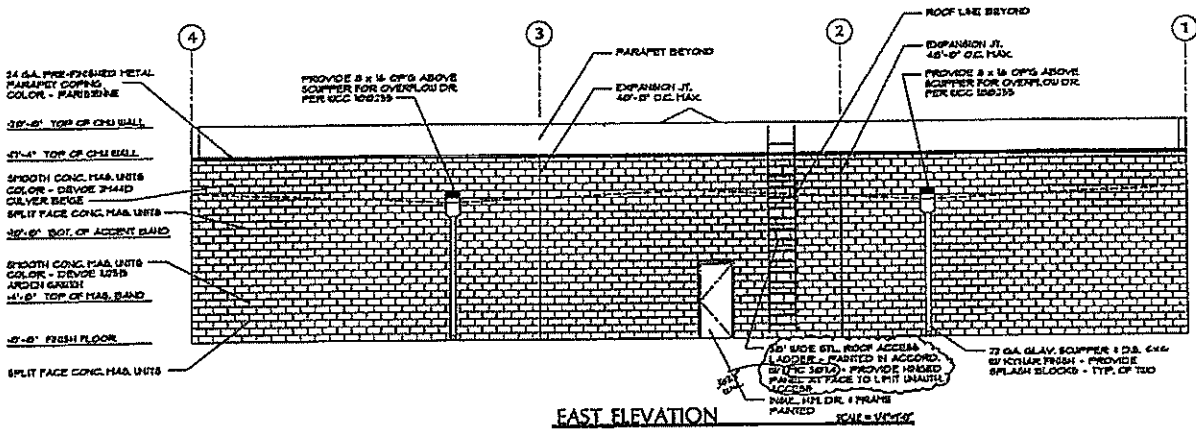
Building Elevations

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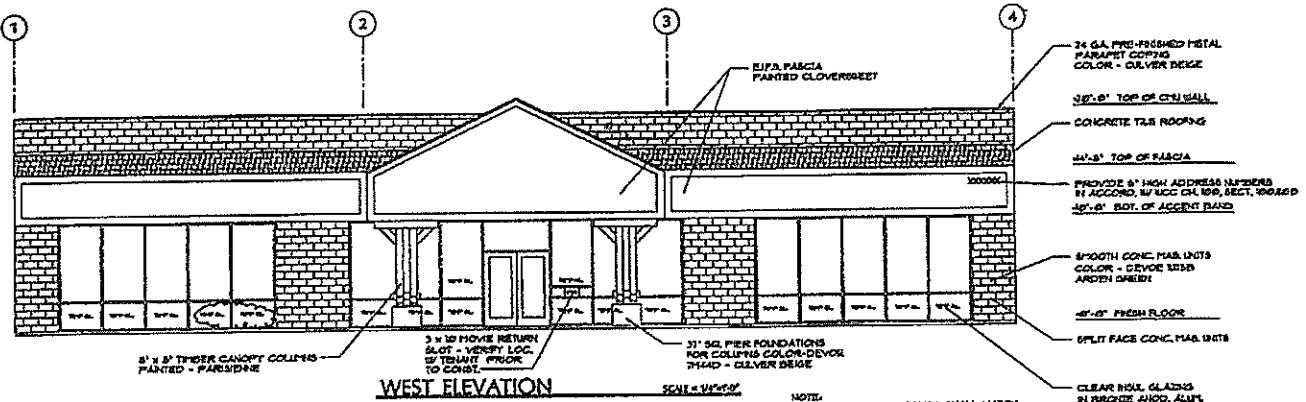
SHEET NO.
   
 TOTAL SHEETS
   
 DATE
   
 DRAWN BY
   
 CHECKED BY
   
 APPROVED BY

---

TITLE PROJECT DRAWN BY CHECKED BY APPROVED BY	SHEET NO. <b>A</b> <b>5</b>
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**EAST ELEVATION**



**WEST ELEVATION**

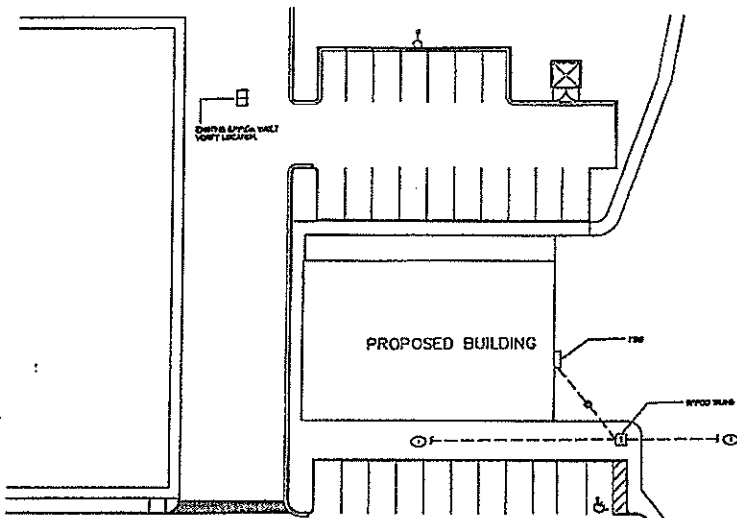
NOTE: COLORS OF ALL MATERIALS SHALL MATCH EXISTING BUILDINGS IN THE SHOPPING CENTER. ANY VARIANCE BY THE COLORS INDICATED ON THE PLANS SHALL BE REVIEWED WITH THE ARCHITECT PRIOR TO ORDERING MATERIALS.

  
**CHARLES E. KELLY, AIA**  
 LICENSE NO. 100000000  
 STATE OF MISSOURI

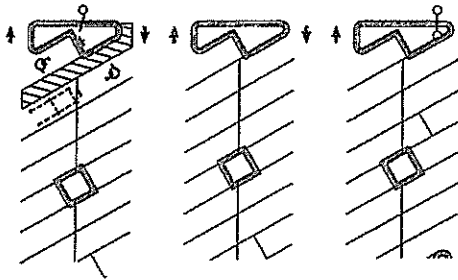
Proposed Retail Building for  
**Spanish Springs Shopping Center**  
 Spanish Springs Road  
 Sparks, Nevada

Building Developer  
 PROJECT NO. 100000000  
 SHEET NO. 4  
 DATE: 10/15/2000  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]

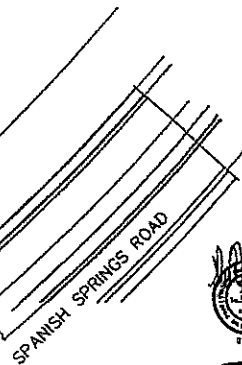
Support Provided by:	SHEET NO.
C/C/C	A
C/C/C	4



NOTES: THIS SHEET ONLY  
 1. EXISTING CONDUITS OFFSITE AS NECESSARY FOR SERVICING  
 PACIFIC POWER COMPANY SERVICE TRANSFORMERS NEAR  
 THE W-4-E.



SITE ELECTRICAL PLAN



Proposed Retail Building  
 for  
 Spanish Springs Shopping Center  
 Sparks, Nevada

CHARLES R. KELLEY, A.E.C.  
 No. 12345  
 State of Nevada  
 License No. 12345

APPROVED  
 12/15/20

DATE	12/15/20
BY	E
SCALE	2.0



06/21/201



2024390 ②

ESCROW NO. 188935MC

#1YO (185) NEC Pyramid Hwy & Spanish Springs Rd  
Sparks, NV  
7/23/96

**DECLARATION OF RESTRICTIONS  
AND  
GRANT OF EASEMENTS**



BK 4655PG0986

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DECLARATION OF RESTRICTIONS  
AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS  
("Declaration") is made as of the 26th day of Aug, 1996, by and  
between Spanish Springs-Madison Limited Partnership, a Nevada limited partnership ("First  
Party"), and Albertson's, Inc., a Delaware corporation ("Albertson's").

1. PRELIMINARY

1.1 Definitions:

(a) "Albertson's": Albertson's, Inc., a Delaware corporation, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, and any wholly owned subsidiary thereof, and whose current address is 250 Parkcenter Boulevard, P.O. Box 20, Boise, Idaho 83726.

(b) "Building Area": All those areas on each Parcel shown as Building Area on Exhibit "A" attached hereto and incorporated herein by this reference, together with those portions of any Expansion Area which are from time to time covered by a building or other commercial structure.

(c) "Common Area": All those areas on each Parcel which are not Building Area, together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or which cannot under the terms of this Declaration be used for buildings. Canopies which extend over the Common Area, together with any columns or posts supporting same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area.

BR4655760988

68609159418

(d) "Common Area Maintenance Agreement": That certain Common Area Maintenance Agreement between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(e) "Consenting Owners": The Owners of Parcels 2 and 3; provided, however, that in the event any such Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner thereof so long as it is the Prime Lessee of said Parcel.

(f) "Development Agreement": That certain Development Agreement between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(g) "Expansion Area": All those areas on Parcel 2 located within the "Expansion Limit Line" shown on Exhibit "A."

(h) "First Party": Spanish Springs-Madison Limited Partnership, a Nevada limited partnership, whose address is 6515 Grand Teton Plaza, Suite 210, Madison, Wisconsin 53719.

(i) "floor area": The total number of square feet of floor space in a building whether or not actually occupied including basement, subterranean, balcony and mezzanine space. Floor area shall be measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or non-structural components.

(j) "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

(k) "Owner": The record holder of fee simple title to a Parcel, its heirs, personal representatives, successors and assigns.

004655960990

(l) "Parcel": Parcel 1, 2, 3 or 4 as shown on Exhibit "A" and more particularly described in Schedule I attached hereto and incorporated herein by this reference.

(m) "person": Individuals, partnerships, firms, associations, corporations, limited liability companies, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

(n) "Prime Lessee": An Owner of a Parcel who sells said Parcel (whether or not such sale includes buildings and/or Common Area improvements located thereon) to an unaffiliated third party and thereafter enters into a lease (including a ground lease or building lease) for said Parcel with such third party or its lessee or sublessee. Prime Lessee includes the successors and assigns of said Prime Lessee but does not include the sublessees, licensees or concessionaires of said Prime Lessee.

(o) "Restrictions": The easements, covenants, restrictions, liens and encumbrances contained in this Declaration.

(p) "Service Facilities": Loading docks, trash compactors and enclosures, bottle storage areas, exterior coolers, electrical and refrigeration facilities and other similar service facilities.

(q) "Shopping Center": Parcels 1, 2, 3 and 4, collectively.

(r) "Sign Criteria": The Sign Criteria for the Shopping Center as shown on Exhibit "B" attached hereto and incorporated herein by this reference.

1.2 Parties: First Party is the Owner of Parcels 1, 3 and 4; Albertson's is the Owner of Parcel 2. The Shopping Center is located at the northeast corner of the intersection of Pyramid Lake Highway and Spanish Springs Road in the County of Washoe, State of Nevada as shown on Exhibit "A" and more particularly described in Schedule I attached hereto.

constructed in the Common Area except monument and directional signs (as provided in Article 4), paving, bumper guards or curbs, landscape planters, lighting standards, perimeter walls and fences, utility pads and equipment, recycle centers, cart corrals, sidewalks and, to the extent that they are located, and do not impede access, to the rear or sides of buildings, Service Facilities. The Common Area shall be constructed in accordance with the Site Plan attached hereto as Exhibit "A" and shall be kept and maintained as provided for in the Common Area Maintenance Agreement. All portions of a Building Area which cannot be used for buildings shall be developed by the Owner thereof, at said Owner's sole cost and expense, in accordance with a site plan approved by the Consenting Owners and maintained as improved Common Area. The sizes and arrangements of the Common Area improvements, including, without limitation, service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas, together with necessary planting, may not be changed without the prior written approval of the Consenting Owners; provided, however, that nothing contained in this Section 2.2 shall be in any way interpreted or construed to require the written approval of the Consenting Owners to (i) the expansion of any building into the Expansion Area shown on Exhibit "A" (except as to changes to the exterior elevation of the building, which require the prior written approval of the Consenting Owners under Section 2.3[a] below), or (ii) to the construction, alteration or relocation of any Service Facilities to the extent that they are located, and do not impede access, to the rear or sides of buildings.

**2.3 Type and Design of Building:**

(a) Each building in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and

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harmonious with all other buildings in the Shopping Center. No building may be constructed nor the exterior of any existing building changed in any way (including, without limitation, signs and color) without the prior written approval of the Consenting Owners as to the exterior elevations (including, without limitation, signs and color) of the building to be constructed or modified. The standard signs and logos of Albertson's (including, without limitation, exterior signs identifying banking or financial services located within the building on Parcel 2) as they may exist from time to time and the opening, closing or relocation of any door, however, shall not require approval. Before the construction of any building or any modification of an existing building which requires approval is commenced, sufficient information shall be sent to the Consenting Owners to enable the Consenting Owners to make a reasonable determination as to the architectural and aesthetic compatibility of said building or modification with all other buildings in the Shopping Center. No Consenting Owner may arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. Each Consenting Owner must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if such Consenting Owner disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If a Consenting Owner rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such Consenting Owner shall be deemed to have approved same provided that, when the approval was sought, the one seeking the approval stated in writing to the one whose approval was sought that, if a disapproval with explanation was not made within the thirty (30) day period, approval would then be deemed to have been given. If the proposal is disapproved as provided herein, then an

BK 4655 PG 0993

alternat proposal may be submitted, which alternat proposal shall be handled in the same manner as the initial proposal.

(b) Every building shall be either equipped with automatic sprinkler systems which meet all the standards of the Insurance Services Office (or other similar local organization having jurisdiction) and any other applicable governmental standards or shall be constructed in such a manner as not to adversely affect the fire rating of any building built upon any other Parcel. The purpose of this subsection (b) is to allow buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.

(c) No building shall be built in such a manner as to adversely affect the structural integrity of any other building in the Shopping Center.

(d) All buildings on Parcels 1, 2 and 3 shall be single story with mezzanine permitted and shall not exceed thirty-five (35) feet in height. No building on Parcel 4 shall exceed one (1) story and twenty-two (22) feet in height (including mechanical fixtures and equipment and screening for same). No mezzanine or basement shall be used for the sale or display of merchandise.

(e) Each Owner shall maintain or cause to be maintained the exterior of any building located on such Owner's Parcel(s) in a quality and condition comparable to that of first class shopping centers of comparable size and nature located in the same geographic area as the Shopping Center. All Service Facilities shall be attractively screened from view from the parking areas.

#### 2.4 Construction Requirements:

(a) All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any building, sign or Common Area improvements located in the

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Shopping Center shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the Shopping Center, or any part thereof, to or from any public right-of-way, (ii) customer vehicular parking in that portion of the improved Common Area located in front of any building constructed in the Shopping Center, or (iii) the receiving of merchandise by any business in the Shopping Center including, without limitation, access to Service Facilities. Staging for the construction, replacement, alteration or expansion of any building, sign or Common Area improvements located in the Shopping Center including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment shall be limited to that portion of the Shopping Center approved in writing by the Consenting Owners. Unless otherwise specifically stated herein, the person contracting for the performance of such work ("Contracting Party") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all buildings, signs and Common Area improvements damaged or destroyed in the performance of such work.

(b) The Contracting Party shall not permit any liens to stand against any Parcel for any work done or materials furnished in connection with the performance of the work described in subsection (a) above; provided, however, that the Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record. The Contracting Party shall, within thirty (30) days after receipt of written notice from the Owner or Prime Lessee of any Parcel encumbered by any such lien or claim of lien, cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, failing which the Owner or Prime Lessee of said Parcel shall have the right, at the Contracting Party's

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expense, to transfer said lien to bond. The Contracting Party shall indemnify, defend and hold harmless the Owners and occupants of the Shopping Center from any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action, arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

(c) The parties acknowledge and agree that incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of buildings, signs and Common Area improvements located in the Shopping Center, all of which are permitted hereunder so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with use of the improved Common Area or with the normal operation of any business in the Shopping Center.

**2.5 Casualty and Condemnation:** In the event all or any portion of any building in the Shopping Center is (i) damaged or destroyed by fire or other casualty, or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner of such building shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. All Building Areas on which buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded by the Owner thereof to the level of the adjoining property and in such

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a manner as not to adversely affect the drainage of the Shopping Center or any portion thereof, shall be covered by a one inch asphalt dust cap and shall be kept weed free and clean at the Owner's sole cost and expense until buildings are reconstructed thereon.

2.6 Indemnification: Each Owner hereby agrees to indemnify, defend and hold harmless the other Owners and occupants from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in the interior of any building constructed on the indemnifying Owner's Parcel, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

### 3. EASEMENTS

3.1 Ingress, Egress and Parking: Each Owner, as grantor, hereby grants to the other Owners, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other Owners, as grantees, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across that portion of the Common Area located on the grantor's Parcel(s), except for those areas devoted to Service Facilities or driveup or drive through customer service facilities. The reciprocal rights of ingress and egress set forth in this Section 3.1 shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 2.2 above.

### 3.2 Utility Lines and Facilities:

(a) Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, a nonexclusive easement under,

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through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains and other public or private utilities. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings or improvements located in the Shopping Center). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved Common Area or with the normal operation of any business in the Shopping Center. Unless provided for otherwise in the Development Agreement or the Common Area Maintenance Agreement, the grantee shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Parcels upon which such utility lines and facilities are located within thirty (30) days after the date of completion of construction of same.

(b) At any time and from time to time the Owner of a Parcel shall have the right to relocate on his Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such Owner, provided that any such relocation (i) shall be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owner of each Parcel served by the utility line or facility, (ii) shall not unreasonably interfere with or diminish utility service to the Parcels served by the

utility line or facility, (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility, (iv) shall be performed without cost or expense to the Owner or occupant of any other Parcel, and (v) shall provide for the original and relocated area to be restored to the original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the Owners of all Parcels served by such utility lines and facilities within thirty (30) days after the date of completion of such relocation.

(e) Each Owner agrees to grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the utility lines and facilities described herein provided such easements are not otherwise inconsistent with the provisions of this Declaration.

3.3 Signs: Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, an easement under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of the free-standing sign referred to in Section 4.3 of this Declaration and all utility lines and facilities appurtenant thereto. Except where otherwise specifically stated herein to the contrary, the grantee(s) shall bear all costs related to the installation, maintenance, repair and replacement of the free-standing sign and appurtenant facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Parcels upon which such facilities are located within thirty (30) days after the date of completion of construction of same.

3.4 Building Encroachments: Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, an easement

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for any portion of any building or structure located on any such Parcel which may encroach into or over the grantor's adjoining Parcel(s); provided the easement for footings, piers, piles, grade beams and building encroachments does not exceed two (2) feet, and the easement for canopies, eaves and roof overhangs does not exceed four (4) feet and further provided that the foregoing is intended to accommodate inadvertent encroachments and is not intended to permit any party to intentionally include encroachments in its building design plans. The easements granted in this Section 3.4 shall survive this Declaration and shall last so long as the encroaching building is standing following its initial construction or following its reconstruction where such building is substantially restored to its prior condition following a casualty or condemnation.

3.5 **Permanent Service Drive:** Each Owner hereto, as grantor, hereby grants to the other Owners, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other Owners, as grantees, a perpetual non-exclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across that portion of the Common Area located on the grantor's Parcel(s) shown on Exhibit "A" as "Permanent Service Drive" and more particularly described in Schedule II attached hereto and incorporated herein by this reference.

#### 4. OPERATION OF COMMON AREA

4.1 **Parking:** There shall be no charge for parking in the Common Area without the prior written consent of the Consenting Owners or unless otherwise required by law.

4.2 **Employee Parking:** Anything in this Declaration to the contrary notwithstanding, areas to be used for motor vehicle parking by employees of occupants of the Shopping Center may be designated within the Shopping Center from time to time with the prior written consent

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be subject to the prior written approval of the Consenting Owners; provided, however, that Albertson's (including, without limitation, any banking or financial services located within the building on Parcel 2) and any regional chain of ten or more stores may use such standard fascia as Albertson's and such regional chain from time to time use generally in conducting their businesses. The Owner or occupant of Parcel 2 shall have the top designation on the Center Monument Sign.

(b) There shall be no other signs, except directional signs and signs on buildings, in the Shopping Center. All exterior building signs on Parcels 1, 3 and 4 shall be restricted to identification of the businesses or services located or provided therein and shall conform to the Sign Criteria attached hereto as Exhibit "D." No exterior building sign shall be placed on penthouse walls or extend above the building roof (except as otherwise approved in writing by the Owner of Parcel 2 in its sole and absolute discretion) or be painted on the exterior building surface. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances.

**4.4 Protection of Common Areas:** Each Owner and Prime Lessee shall have the right to take such steps as it deems necessary to prevent those persons not authorized by this Declaration to use the Common Area from using the Common Area for ingress, egress and parking. Such steps shall include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Shopping Center except along the common boundary line of any Parcel with any other Parcel.

**4.5 Sales:** No portion of the Common Area, except sidewalks, shall be used for the sale or display of merchandise; provided, however, that the seasonal sale of merchandise by the Owner or occupant of Parcel 2 shall be permitted from the parking lot located on Parcel 2.

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subject to the following restrictions: (i) all booths, stands, displays and other structures erected in connection with such sales shall be promptly removed by the Owner or occupant of Parcel 2 upon termination of said activities; (ii) the Common Area shall be promptly repaired to its condition immediately prior to said sale at the sole cost and expense of the Owner or occupant of Parcel 2; and (iii) sales shall not interfere with the free movement of vehicular traffic within the Shopping Center or with access to or from the Shopping Center, or any part thereof, to or from any public right-of-way.

**5. RESTRICTIONS ON USE**

5.1 Food and Drug Restrictions: No part of Parcel 1, 3 or 4 shall be used as a supermarket (which shall be defined as any store or department containing at least 2,000 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption); as a bakery or delicatessen; for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; for the sale of alcoholic beverages for off-premises consumption; or for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist.

5.2 Shopping Center Restrictions: No part of the Shopping Center shall be used as a bar, tavern, cocktail lounge, adult book or adult video store, automotive maintenance or repair facility, warehouse, car wash, entertainment or recreational facility or training or educational facility; for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer; or for industrial purposes. For the purpose of this Declaration, the phrase "entertainment or recreational facility" shall include, without limitation, a theater, bowling alley, skating rink, gym, health spa or studio, dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing more



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(than four [4] electronic games). The phrase "training or educational facility" shall include, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees as opposed to customers.

**5.3 Location Restrictions:** No part of Parcel 1 or 3 shall be used as a restaurant or as a medical, dental, professional or business office. Notwithstanding the foregoing, the following shall apply:

(a) One (1) restaurant shall be permitted on the northernmost one hundred twenty (120) feet of Parcel 3 provided that such restaurant does not exceed 4,000 square feet of floor area, and does not sell alcoholic beverages except for beer and wine sold only to supplement the menu (i.e., for on-premises consumption);

(b) A total of two (2) food shops, each not to exceed 1,800 square feet of floor area, shall be permitted on Parcel 3 provided no alcoholic beverages of any type may be sold from such shops (for purposes of this clause [b] and clause [d] below, a food shop shall mean a sandwich shop [i.e., "Subway," "Blimpie" or similar business], a yogurt or ice cream parlor, a donut shop, a bagel shop, a cookie shop, a pretzel shop or a take-out only pizza shop);

(c) A total of two (2) offices (either medical, dental, professional or business), each not to exceed 2,000 square feet of floor area, shall be permitted on Parcel 3;

(d) One (1) food shop, not to exceed 1,800 square feet of floor area, shall be permitted on Parcel 1 provided no alcoholic beverages of any type may be sold from such shop; and

(e) One (1) office (either medical, dental, professional or business), not to exceed 2,000 square feet of floor area, shall be permitted on Parcel 1.

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5.4 **Driveup and Drive Through Facilities:** No restaurant, bank or other facility featuring vehicular driveup or drive through customer service shall be located in the Shopping Center unless the Consenting Owners have first given their written consent, which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility. The parties hereby approve any vehicular driveup and drive through customer service facilities shown on Exhibit "A."

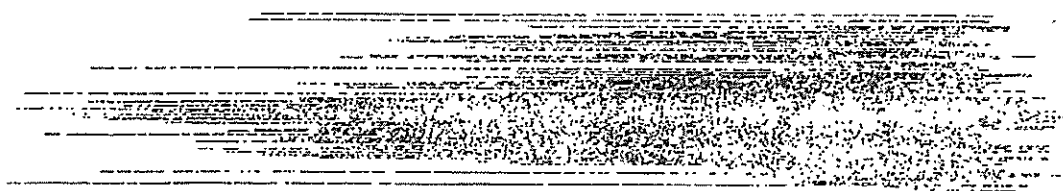
5.5 **Mail Restrictions:** There shall be no open or enclosed mails in the Shopping Center unless the Consenting Owners have first given their written consent, which shall not be unreasonably withheld, to the location of the entrance to such mail.

5.6 **Restaurant and Office Use on Parcel 4:**

(a) No more than one (1) restaurant shall be permitted to operate on Parcel 4, and the permitted size of such restaurant shall be as follows: (i) up to (but not exceeding) 4,800 square feet of floor area for any fast-food restaurant utilizing a drive-up aisle and window; or (ii) up to (but not exceeding) 2,400 square feet of floor area for any restaurant which is not a fast-food restaurant utilizing a drive-up aisle and window.

(b) In the event Parcel 4 is used as a restaurant, it is agreed that any recreational area (i.e., "playland") to be built in connection therewith shall be located (i) entirely within the Building Area on Parcel 4, and (ii) under the same roof which covers the restaurant area. Additionally, the design and specifications for such recreation area shall be subject to the prior written approval of the Consenting Owners, which approval may be granted or withheld by the Consenting Owners in their sole and absolute discretion.

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(c) Under no circumstances shall the total floor area of any and all office use on Parcel 4 exceed 2,400 square feet.

6. GENERAL PROVISIONS

6.1 Covenants Run With the Land: Each Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof and shall run with the land.

6.2 Successors and Assigns: This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if any Owner sells all or any portion of its interest in any Parcel, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

6.3 Duration: Except as otherwise provided herein, the term of this Declaration shall be for sixty-five (65) years from the date hereof.

6.4 Injunctive Relief: In the event of any violation or threatened violation by any person of any of the Restrictions contained in this Declaration, any or all of the Owners and Prime Lessees of the property included within the Shopping Center shall have the right to enjoin

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such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

**6.5 Modification and Termination:** This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Consenting Owners, and then only by written instrument duly executed and acknowledged by the Consenting Owners and recorded in the office of the recorder of the county in which the Shopping Center is located. No modification or termination of this Declaration shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification or termination.

**6.6 [Intentionally Deleted].**

**6.7 Not a Public Dedication:** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

**6.8 Breach Shall Not Permit Termination:** It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

**6.9 Default:** A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any Owner or Prime Lessee specifying the particulars in which such person

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has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

6.10 Notices:

(a) All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of the county in which the Shopping Center is located. All notices to First Party or Albertson's shall be sent to the person and address set forth below:

First Party: Spanish Springs-Madison Limited Partnership  
6515 Grand Teton Plaza, Suite 210  
Madison, WI 53719  
Attention: E. J. Plesko

With copies to: Terry Furmanek  
c/o E. J. Plesko & Associates, Inc.  
2140 Professional Dr., #200  
Roseville, CA 95661

and Christoffel, Elliot & Albrecht, P.A.  
805 Capital Centre  
386 N. Wabasha Street  
St. Paul, MN 55102  
Attention: Andrew Plesko

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Albertson's:           Albertson's, Inc.  
                          250 Parkcenter Boulevard  
                          P.O. Box 20  
                          Boise, ID 83726  
                          Attention: Legal Department

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) For the purpose of this Declaration, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subsection (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subsection (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**6.11 Waiver:** The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

**6.12 Attorney's Fees:** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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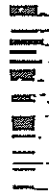


6.13 **Sale & Sale-leaseback Purchaser:** Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that in the event an Owner sells its Parcel (whether or not such sale includes buildings and/or Common Area improvements located thereon) to an unaffiliated third party and thereafter enters into a lease (including a ground lease or building lease) for such Parcel with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Prime Lessor"), so long as said Owner is in possession of the property as a Prime Lessee the parties hereto shall look solely to said Prime Lessee (and said Prime Lessee shall be liable therefor) for the performance of any obligations either the Prime Lessee or the Prime Lessor shall have under this Declaration and the Prime Lessor shall be relieved of any obligation for the performance of or liability for the Restrictions set forth herein relating to either the Prime Lessee or its Parcel. In the event that any Prime Lessee no longer remains in possession of its Parcel, the Prime Lessor shall become fully liable for any obligation for the performance of or liability for the Restrictions set forth herein.

6.14 **Severability:** If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

6.15 **Not a Partnership:** The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

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6.16 **Third Party Beneficiary Rights:** This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

6.17 **Captions and Headings:** The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

6.18 **Entire Agreement:** This Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

6.19 **Construction:** In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

6.20 **Joint and Several Obligations:** In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

6.21 **Recordation:** This Declaration shall be recorded in the office of the recorder of the county in which the Shopping Center is located.

6.22 **Counterparts:** This Declaration may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

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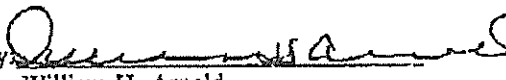
EXECUTED as of the day and year first above written.

**ALBERTSON'S:**

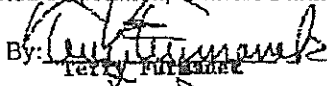
**FIRST PARTY:**

Albertson's, Inc.,  
a Delaware corporation

Spanish Springs-Madison  
Limited Partnership  
a Nevada limited partnership

By:   
William H. Arnold  
Vice President, Real Estate Law

By: E.J. Plesko & Associates, Inc., a  
Florida corporation, General Partner

  
By: Terry Plesko  
Its: UICC-Plesko

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EXHIBIT "A" - Site Plan

EXHIBIT "B" - Sign Criteria

SCHEDULE I - Legal Descriptions of Parcels 1 through 4

SCHEDULE II - Legal Description, Permanent Service Drive

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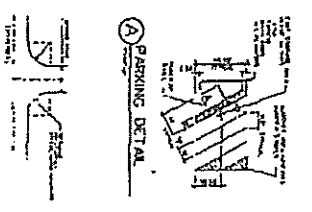
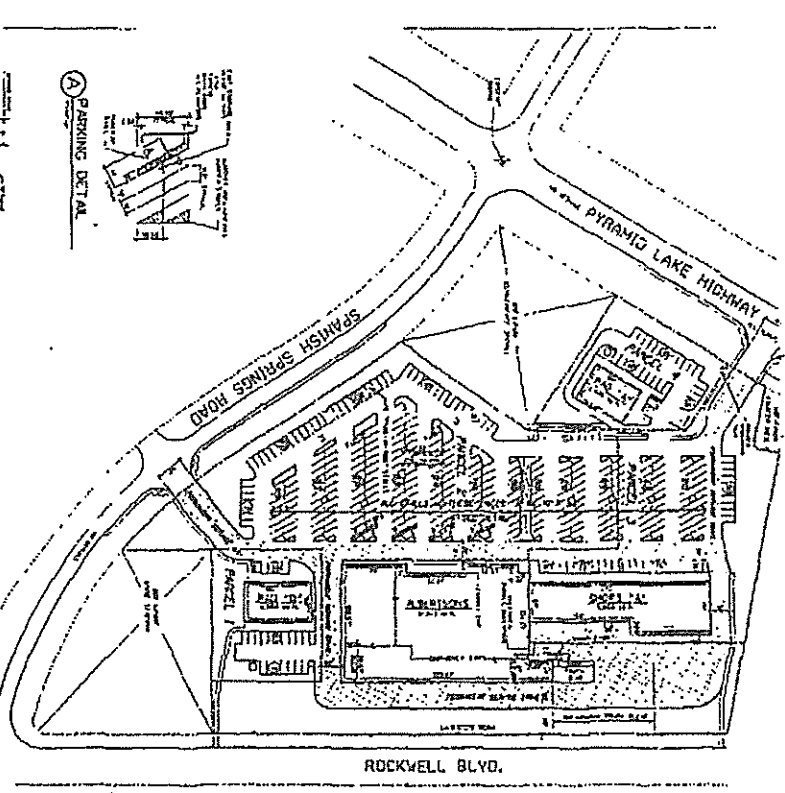
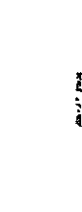


EXHIBIT "A" SITE PLAN

TOTAL COVERED AREA: 15,000 SQ. FT.  
 TOTAL UNCOVERED AREA: 15,000 SQ. FT.  
 TOTAL AREA: 30,000 SQ. FT.  
 TOTAL LOT AREA: 30,000 SQ. FT.



NO.	DESCRIPTION	DATE
1	PRELIMINARY	11/15/78
2	REVISED	11/22/78
3	REVISED	12/05/78
4	REVISED	12/15/78
5	REVISED	12/22/78
6	REVISED	01/05/79
7	REVISED	01/15/79
8	REVISED	01/22/79
9	REVISED	02/05/79
10	REVISED	02/15/79
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14	REVISED	03/22/79
15	REVISED	04/05/79
16	REVISED	04/15/79
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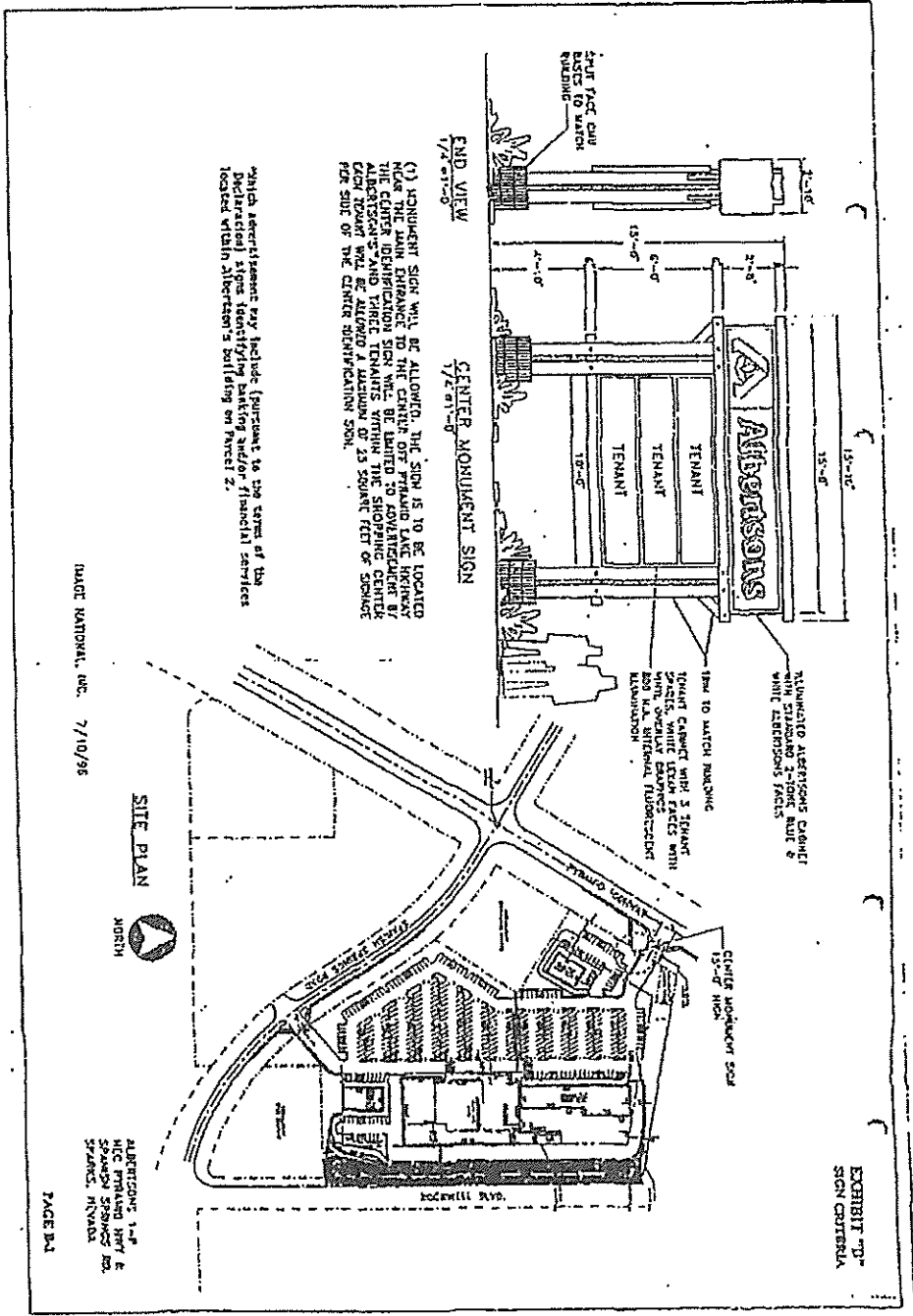
LEGEND

- PROPERTY LINES
- EXISTING LOT LINES
- EXISTING BUILDINGS
- EXISTING DRIVEWAYS
- EXISTING CURBS
- EXISTING SIDEWALKS
- EXISTING UTILITIES
- EXISTING LIGHT FIXTURES
- EXISTING SIGNAGE
- EXISTING TREES
- EXISTING LANDSCAPE
- EXISTING PAVEMENT
- EXISTING DRIVEWAYS
- EXISTING CURBS
- EXISTING SIDEWALKS
- EXISTING UTILITIES
- EXISTING LIGHT FIXTURES
- EXISTING SIGNAGE
- EXISTING TREES
- EXISTING LANDSCAPE
- EXISTING PAVEMENT

GENERAL NOTES

- SEE SHEET 465596+014 FOR GENERAL NOTES.
- SEE SHEET 465596+015 FOR GENERAL NOTES.
- SEE SHEET 465596+016 FOR GENERAL NOTES.
- SEE SHEET 465596+017 FOR GENERAL NOTES.
- SEE SHEET 465596+018 FOR GENERAL NOTES.
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- SEE SHEET 465596+048 FOR GENERAL NOTES.
- SEE SHEET 465596+049 FOR GENERAL NOTES.
- SEE SHEET 465596+050 FOR GENERAL NOTES.





ALBERTSONS 1-F  
NIC PRINARD HWY &  
SPANISH SPRINGS RD.  
SPARKS, NEVADA

ALBERTSONS 1-F  
NIC PRINARD HWY &  
SPANISH SPRINGS RD.  
SPARKS, NEVADA

ALBERTSONS 1-F  
NIC PRINARD HWY &  
SPANISH SPRINGS RD.  
SPARKS, NEVADA

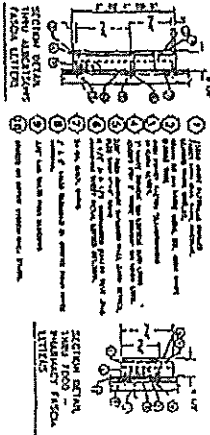
PAGE BA

8K4655PG1016

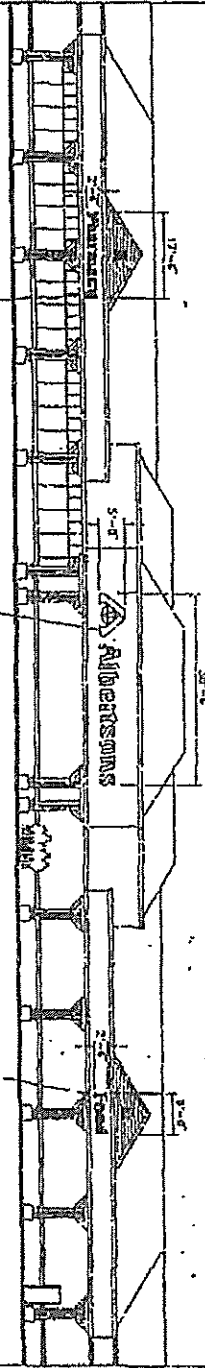
111111111111

Albertsons  
Pharmacy & Food

ALBERTSONS BUILDING SIGNS



PREPARED DARK BLUE ALUMINUM LETTER & LOGO RETURNERS WITH 7/16" WHITE FLEX ROUND LIGHT FACETS  
ALBERTSONS SIGNAGE WITH 1/2" x 1/2" x 1/2" ALUMINUM ANGLE WITH WHITE OVERLAY LEAVING WHITE OUTLINE  
LOGO - 2430-157 MEDIUM BLUE & 3535-137 DARK BLUE WITH WHITE OVERLAY LEAVING WHITE OUTLINE  
PHARMACY & FOOD - 2630-167 MEDIUM BLUE WITH WHITE OVERLAY LEAVING WHITE OUTLINE  
HID: POWER FACTOR TRANSFORMERS INSIDE LETTERS, FLEX ROUND LIGHT THROUGH WALL



The above diagrams and the diagrams on the previous page are for illustration purposes only and do not constitute the rights of Albertsons, under the declaration, including the right to display signs identifying banking and/or financial services located within Albertsons' building on Parcel 2.

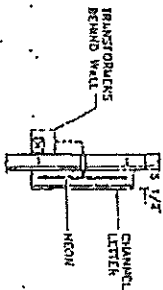
BUILDING ELEVATION - ALBERTSONS  
1/26-21-00

BLAKE NATIONAL, INC. 7/8/98

ALBERTSONS 1-10  
NCC PHARMACY 1987 &  
SPRINKLER SERVICES CO.  
SPRINKLER SERVICES  
SPRINKLER SERVICES

PAGE B-2

BK 465596 1017



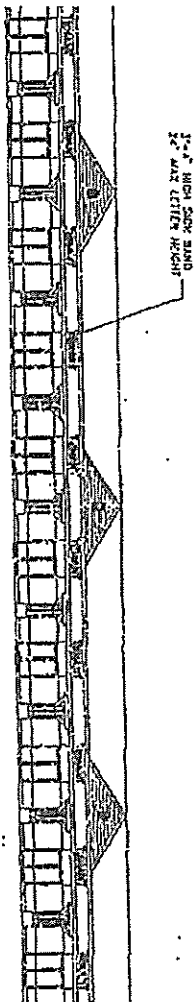
SECTION DETAIL

MAINTAIN ELEVATION 200' OR SHORTER

# TENANT

TYPICAL TENANT SIGN

ONE BUILDING FASCIA SIGN WILL BE ALLOWED PER FASCIA  
 IN THE SPACE BETWEEN EACH SIGN IS TO BE CENTERED  
 ON THE FACIA OVER EACH TENANT SPACE.  
 TENANT SIGNS TO BE SUBMITTAL. CHANNEL LETTERS WITH  
 FLEX FACIA AND INTERNAL NEON ILLUMINATION. TRANSFORMERS  
 BEHIND WALL. COLORS AND COPY STYLE AS PER CUSTOMER'S  
 SPECIFICATIONS.  
 TYPING WITH 3/4\"/>



BUILDING ELEVATION - SHOPS  
 1/16\"/>

IMAGE NATIONAL, INC. 7/19/96

PAGE 24

ALL SIGN CONTRACTS  
 ARE SUBJECT TO THE  
 TERMS AND CONDITIONS  
 OF THE SIGNAGE AND  
 SPACING MANUAL

8101155PG1018

**SCHEDULE I**

**LEGAL DESCRIPTION, PARCEL 1**

All that certain parcel situate within a portion of the Southwest One-Quarter of Section Thirty-Five (35), Township Twenty-One (21) North, Range Twenty (20) East, Mount Diablo Meridian, Washoe County, Nevada, being a portion of Parcel 1, of Parcel Map No. 1747, filed October 11, 1984 in the Official Records of Washoe County, Nevada, as Document No. 955447, and being more particularly described as follows:

**BEGINNING** at an angle point on the southeasterly property line of Parcel 1 of said PM 1747, from which the northerly right-of-way line of Spanish Springs Road as shown and so designated on said Parcel Map No. 1747 bears South 00°44'25" West, 138.56 feet;

**THENCE** from the **POINT OF BEGINNING**, North 00°35'35" East, 165.00 feet;

**THENCE** South 89°24'25" East, 204.02 feet;

**THENCE** South 00°35'35" West, 164.97 feet to the southeasterly line of said Parcel 1 of PM 1747;

**THENCE** along said southeasterly line, North 89°24'50" West, 204.02 feet to the **POINT OF BEGINNING**, and containing 33,661 square feet, more or less.

The Basis of Bearings for this description is Parcel Map No. 1747.

BK4655PG1019



LEGAL DESCRIPTION, PARCEL 2

All that certain parcel situate within a portion of the Southwest One-Quarter of Section Thirty-Five (35), Township Twenty-One (21) North, Range Twenty (20) East, Mount Diablo Meridian, Washoe County, Nevada, being portions of Parcels 1, 2 and 4 of Parcel Map No. 1747, filed October 11, 1984 in the Official Records of Washoe County, Nevada, as Document No. 955447, and being more particularly described as follows:

BEGINNING at the southwesterly corner of Parcel 4 of said PM 1747, said point being on the northerly right-of-way line of Spanish Springs Road as shown and so designated on said Parcel Map No. 1747;

THENCE from the POINT OF BEGINNING, leaving said northerly right-of-way line, North 35°20'45" East, 243.47 feet;

THENCE North 09°35'35" East, 133.58 feet;

THENCE South 89°24'25" East, 182.65 feet;

THENCE South 00°35'35" West, 133.84 feet;

THENCE South 89°24'25" East, 145.00 feet;

THENCE North 00°35'35" East, 320.96 feet to the north line of Parcel 1 of said PM 1747;

THENCE along said north line, South 78°39'45" East, 141.51 feet to the northeast corner of Parcel 1 of said PM 1747;

THENCE along the east line of said Parcel 1, South 00°35'35" West, 775.54 feet to the southeast corner of Parcel 1 of said PM 1747;

THENCE along the south line of said Parcel 1, North 89°24'50" West, 80.00 feet;

THENCE leaving said south line, North 00°35'35" East, 164.97 feet;

THENCE North 89°24'25" West, 204.02 feet;

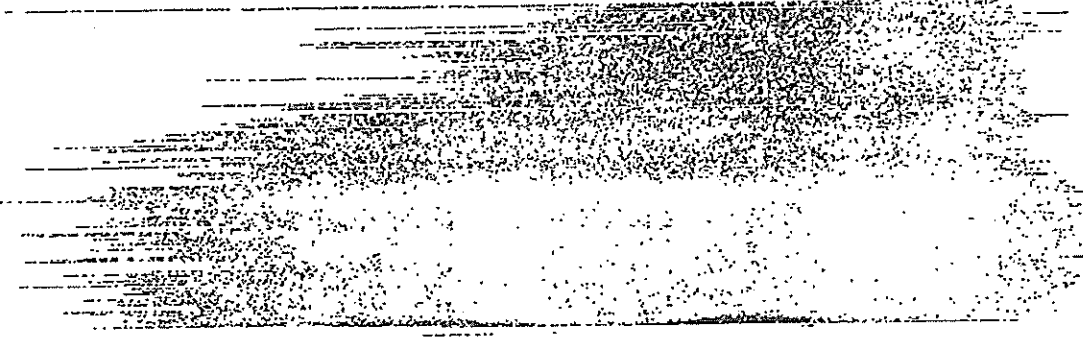
THENCE South 00°35'35" West, 165.00 feet to an angle point on the southeast property line of Parcel 1 of said PM 1747;

THENCE along said southeasterly line of Parcel 1, South 00°44'25" West, 138.56 feet to the northerly right-of-way line of Spanish Springs Road;

BK 4655PG 1020



2024390



LEGAL DESCRIPTION, PARCEL 4

*JB*

All that certain parcel situate within a portion of the Southwest One-Quarter of Section Thirty-Five (35); Township Twenty-One (21) North, Range Twenty (20) East, Mount Diablo Meridian, Washoe County, Nevada, being portions of Parcels 2 and 4, of Parcel Map No. 1747, filed October 11, 1984 in the Official Records of Washoe County, Nevada, as Document No. 955447, and being more particularly described as follows:

**BEGINNING** at the westernmost corner of Parcel 4 of said PM 1747, said point being on the easterly right-of-way line of the Pyramid Highway as shown and so designated on said Parcel Map No. 1747;

**THENCE** from the **POINT OF BEGINNING** along said easterly right-of-way line, North  $32^{\circ}25'25''$  East, 200.00 feet;

**THENCE** leaving said easterly line South  $57^{\circ}34'35''$  East, 122.02 feet;

**THENCE** South  $00^{\circ}35'35''$  West, 235.40 feet;

**THENCE** North  $57^{\circ}34'35''$  West, 246.18 feet to the **POINT OF BEGINNING**, and containing 36,820 square feet more or less.

The above described parcel being a proposed division of Adjusted Parcel 3A, as shown on Record of Survey Map No. 3094, File No. 2024393 in the Official Records of Washoe County, Nevada.

BK 4655 PG 1023





SCHEDULE II

LEGAL DESCRIPTION; PERMANENT SERVICE DRIVE

73

All that certain parcel situate within a portion of the Southwest One-Quarter of Section Thirty-Five (35), Township Twenty-One (21) North, Range Twenty (20) East, Mount Diablo Meridian, Washoe County, Nevada, being portions of Parcels 2 and 4, of Parcel Map No. 1747, filed October 11, 1984 in the Official Records of Washoe County, Nevada, as Document No. 955447, and being more particularly described as follows:  
A easement for a permanent service drive Thirty (30) feet in width, Fifteen (15) feet on each side of the centerline more particularly described as follows:

BEGINNING at a point on the westerly line of Parcel 4 of said PM 1747, said point being on the easterly right-of-way of the Pyramid Highway as shown and so designated on said Parcel Map No. 1747, from which point the western most corner of said Parcel 4 bears South 32°25'25" West, 230.00 feet;

THENCE from the POINT OF BEGINNING leaving said easterly line along the centerline of the service drive, South 57°34'35" East, 95.75 feet;

THENCE South 89°24'25" East, 204.15 feet;

THENCE North 67°19'08" East, 37.96 feet;

THENCE South 89°24'25" East, 70.53 feet;

THENCE South 78°39'45" East, 100.38 feet;

THENCE South 00°35'35" West, 572.29 feet;

THENCE North 89°24'25" West, 219.02 feet;

THENCE South 00°35'35" West, 139.38 feet;

THENCE South 52°51'52" West, 124.37 feet on a radial bearing to a point on a curve on the northerly right-of-way line of Spanish Springs Road and the POINT OF TERMINUS;

The sidelines of the above easement are to be extended or shortened as the case may be to begin on the easterly right-of-way line of the Pyramid Highway and end on the northerly right-of-way line of Spanish Springs Road.

BK 4655PG 1024



2024390

AUG 26 1996

OFFICIAL RECORDER, WASHOE COUNTY, NEVADA  
Record Prepared by  
FIRST AMERICAN TITLE COMPANY OF NEVADA  
COUNTY RECORDER  
FEE 45 - DEPUTY BOB

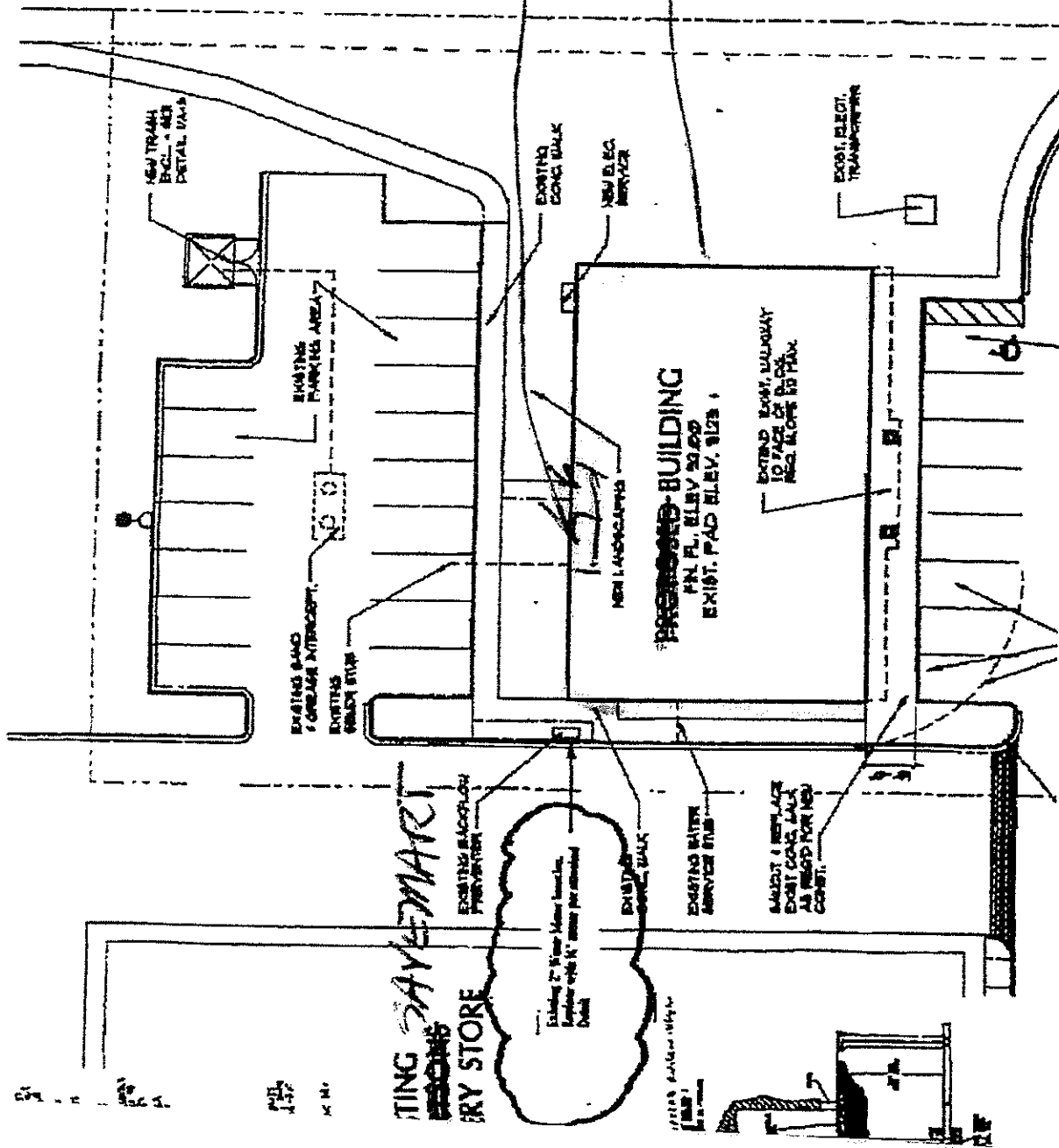
4.44 PM

6 MONTHS

P.

- ZONING
- BUILDING AREA
- CONSTRUCTION
- BASIS ALLOY
- OCCUPANCY
- OCCUPANT
- LOAD FACTOR
- OCCUPANT L
- ZONING
- ASSESSORFB

21  
 TH  
 NO  
 WAZ  
 A  
 OR



EXISTING DAYEMART  
 EXISTING BATHROOM  
 EXISTING STORE

Existing 2" Water Meter Junction. Located with 4" water per attached Detail.

PREPARED-BUILDING  
 FIN. FL. ELEV. 23.00  
 EXIST. PAD ELEV. 51.5

EXIST. & REPLACE EXIST. CONCRETE WALK AS NOTED FOR NEW CONST.

EXISTING CONCRETE WALKWAY TO FACE OF BLDG. SEE ELEV. FOR PAD.

EXISTING CONCRETE WALK  
 NEW ELEC. SERVICE

EXIST. ELEC. TRANSDUCER

EXISTING SAND CONCRETE INTERCEPT  
 EXISTING BRICK STUB

EXISTING BATHROOM  
 EXISTING STORE

NEW LANDSCAPING

EXISTING WATER SERVICE STUB

EXISTING SAND CONCRETE WALKWAY TO FACE OF BLDG. SEE ELEV. FOR PAD.