



# Planning Commission Staff Report

Meeting Date: January 5, 2021

Agenda Item: 9B

VARIANCE CASE NUMBER: Variance Case Number WPVAR20-0007 (Rusk Side (west) and Rear (south) Yard Setback Reduction)

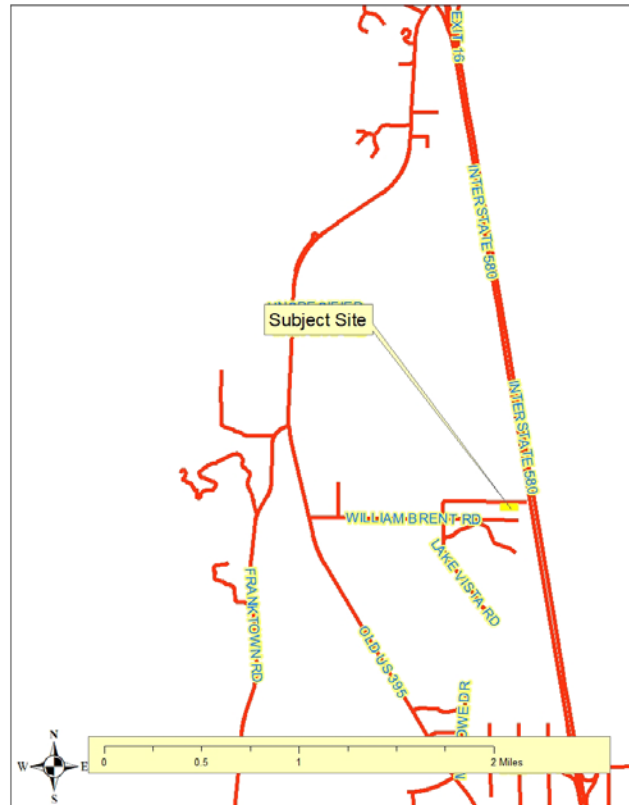
BRIEF SUMMARY OF REQUEST: Reduce the required building setbacks from 100 feet to 25 on the side (west) and to 16 feet on the rear (south).

STAFF PLANNER: Roger Pelham, MPA, Senior Planner, 775.328.3622, rpelham@washoecounty.us

## CASE DESCRIPTION

Variance Case Number WPVAR20-0007 (Rusk Side (west) and Rear (south) Yard Setback Reduction) – For possible action, hearing, and discussion to approve a variance to reduce the required building setbacks for an Agricultural Building as a Main Use from 100 feet to 25 on the side (west) and from 100 feet to 16 feet on the rear (south).

Applicant/Property Owner:	Rusk Family Trust
Location:	On the south side of Nikki Lane, at its eastern terminus, which is approximately 1/3 of a mile northeast of its intersection with William Brent Road
APN:	055-081-03
Parcel Size:	± 2.48 acres
Master Plan:	Rural
Regulatory Zone:	General Rural
Area Plan:	South Valleys
Citizen Advisory Board:	South Truckee Meadows / Washoe Valley
Development Code:	Authorized in Article 804, Variances
Commission District:	2 – Commissioner Lucey



## STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

**DENY**

## POSSIBLE MOTION

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Washoe County Planning Commission deny Variance Case Number WPVAR20-0007 for Rusk Family Trust, being unable to make all four required findings in accordance with Washoe County Development Code Section 110.804.25.

*(Motion with Findings on Page 12)*

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## Variance Definition

The purpose of a variance is to provide a means of altering the requirements in specific instances where the strict application of those requirements would deprive a property of privileges enjoyed by other properties with the identical regulatory zone because of special features or constraints unique to the property involved; and to provide for a procedure whereby such alterations might be permitted by further restricting or conditioning the project so as to mitigate or eliminate possible adverse impacts.

If the Planning Commission grants an approval of a variance, that approval is subject to conditions of approval. Conditions of approval are requirements that need to be completed during different stages of the proposed project. Those stages are typically:

- Prior to permit issuance (i.e., a grading permit, a building permit, etc.).
- Prior to obtaining a final inspection and/or a certificate of occupancy on a structure.
- 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 business or project.

There are no recommended conditions of approval for Variance Case Number WPVAR20-0007 as denial is recommended.

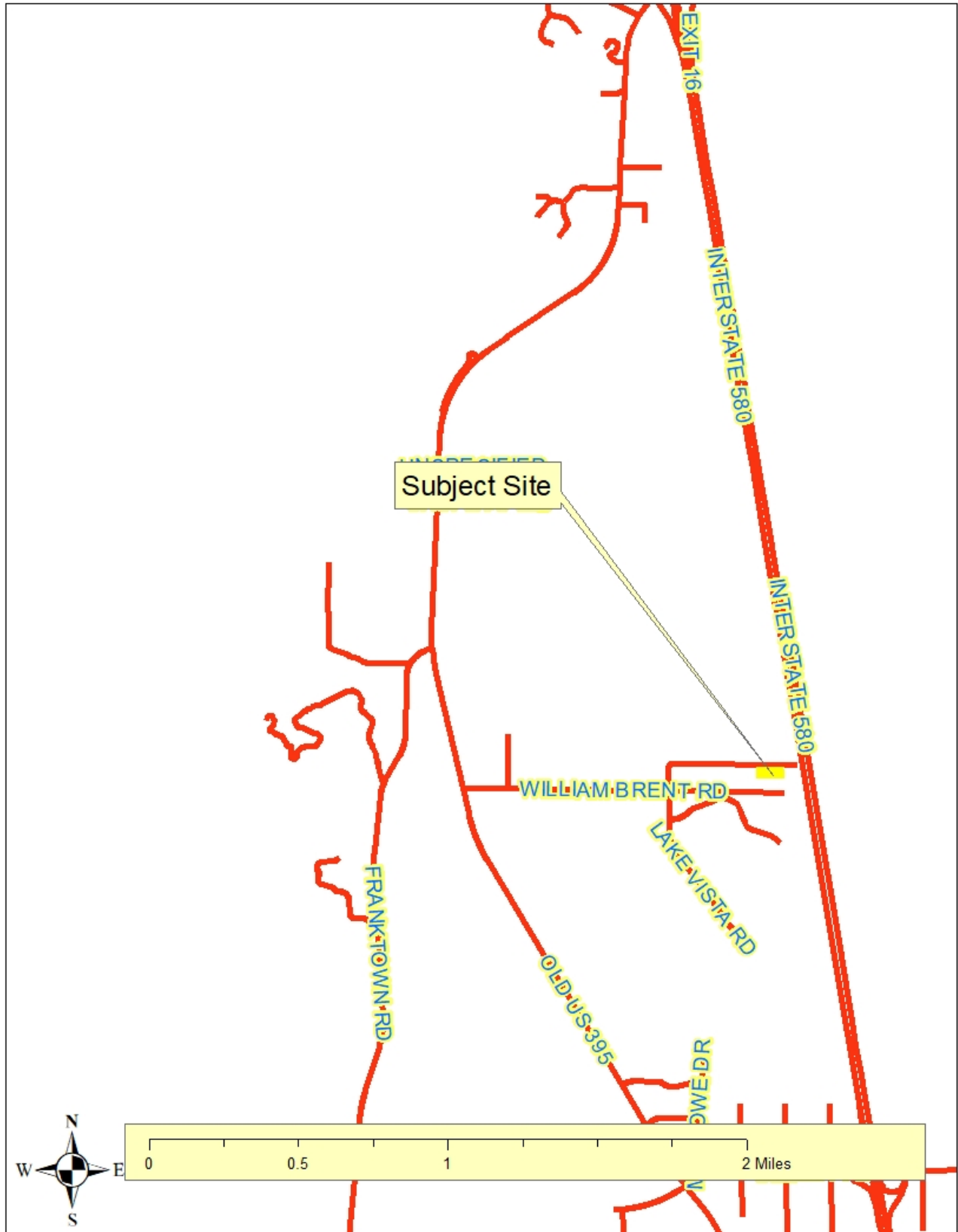
The subject property has a regulatory zone of General Rural (GR). The minimum lot size for the GR zone is 40 acres and the minimum lot width is 660 feet (WCC Table 110.406.05.1) This parcel of land is much smaller than 40 acres and was created prior to the establishment of the current regulatory zone designation. The parcel of land is approximately 2.5 acres in size and is consistent with the High Density Rural (HDR) regulatory zone. WCC 110.406.06 addresses this situation as follows, “If a lot does not meet the minimum lot size for the regulatory zoning for the lot, the yard requirements and setback dimensions shall be based on the lot size for the next densest regulatory zone for which the lot does meet minimum size for lots in that zone.” The minimum lot size for the HDR zone is 2.0 acres and the minimum lot dimension is 150 feet.

This is an extremely unusual situation. The Planning Commission (PC) does not typically review stand-alone variances. These types of applications are heard by the Washoe County Board of Adjustment (BOA). Generally speaking, the PC only reviews variances in conjunction with other types of discretionary requests, such as tentative subdivision maps or special use permits. The Development Code allows for the PC to approve such applications at 110.804.15, as follows:

**Section 110.804.15 Review Procedures.** The Board of Adjustment, the Planning Commission or a hearing examiner shall review variances in accordance with the provisions of this section.

- (a) **General Provisions.** The Board of Adjustment, the Planning Commission or a hearing examiner shall conduct a public hearing with notification for the purpose of receiving oral and written evidence relative to the application. The evidence shall be reviewed to determine if the application is consistent with existing policies, standards and required findings.
- (b) **Concurrent Processing of Applications.** A variance request related to additional Development Code action(s) which requires Board of Adjustment, Planning Commission or hearing examiner review shall be consolidated into one hearing before the appropriate approval authority for the major request being considered.

Because the BOA previously met only on even numbered months, and there is no prohibition on the PC hearing a variance request, the applicant demanded that Washoe County accept the application in November, for a hearing before the PC in January. The County is required to conduct a hearing within 65 days of submittal of an application of this type, and thus could not wait until February for a hearing before the BOA. Beginning in 2021, the BOA will conduct public hearings each month with the first meeting being in February 2021.

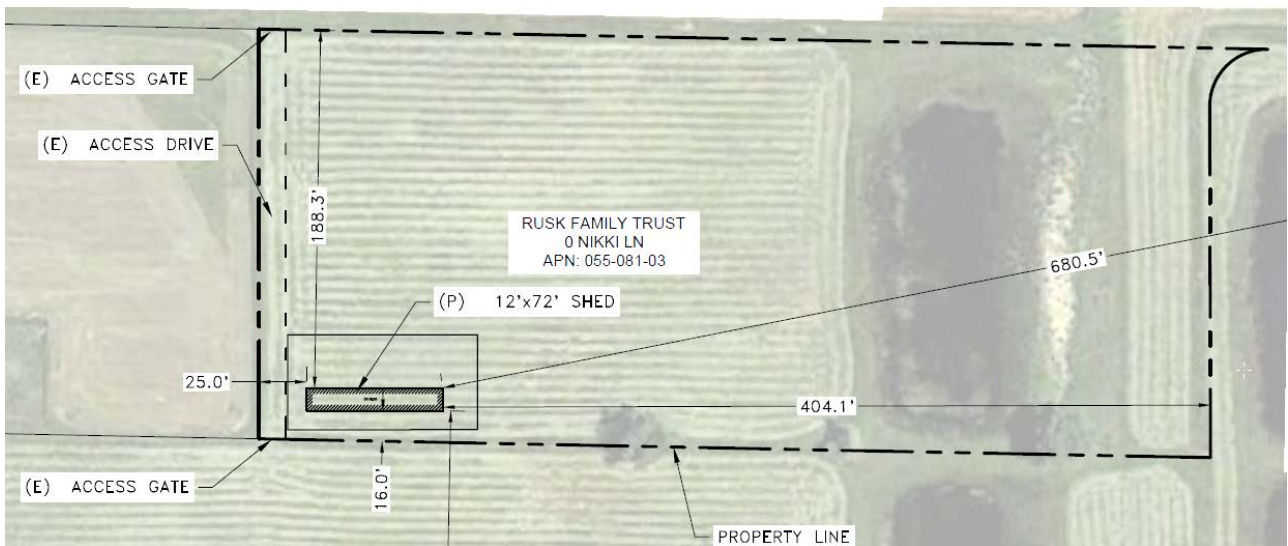


**Vicinity Map**

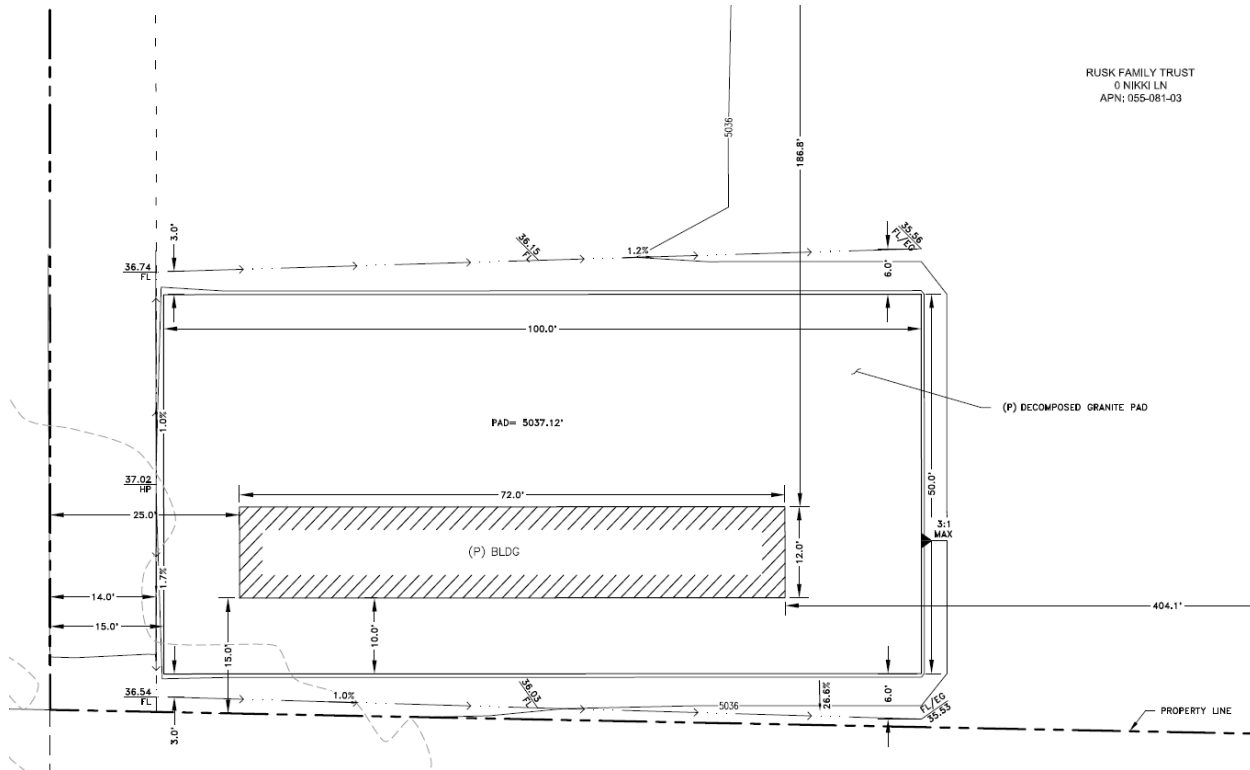




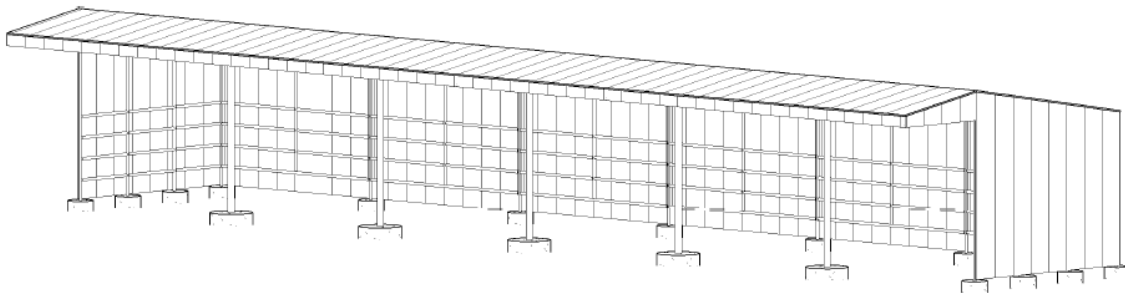
**Overhead Photo of Subject Site**



**Site Plan**



**Detail Site Plan**



**72'x12' SHELTER**

**Elevation**

**Project Evaluation**

The applicant seeks to reduce the required building setbacks for an Agricultural Building as a Main Use from 100 feet to 25 on the side (west) and from 100 feet to 16 feet on the rear (south).

Typically, detached accessory structures, such as barns or sheds are not allowed on a parcel of land without the establishment of a main use. There is one exception to this rule, that involves the establishment of an "Agricultural Building as a Main Use" which is permissible under WCC110.330.55(a), as follows:

Agricultural buildings as a Main Use. Buildings, corrals, coops, pens, stables or structures used in conjunction with agricultural uses or shelter for livestock may be constructed, erected or located, and used without a permissive main residential dwelling in any Rural and Low Density Suburban Regulatory Zone allowing agricultural use types as identified in Table 110.302.05.5, Table of Uses (Agricultural Use Types), or the shelter of livestock provided that the following conditions are met:

- (1) The structures shall be used for the storage of agricultural equipment and products related to an allowed on-site agricultural use or shelter for livestock that must live on the property;
- (2) The structure shall be located at least one hundred (100) feet from the property line, any street or highway, a public park or school; and
- (3) The structure shall maintain the height standards for the main structure in the regulatory zone in which it is located as enumerated in Table 110.406.05.1, Standards.
  - (i) The structure may include a second story for the storage of hay, tack or other agricultural related equipment.
  - (ii) No part of the structure shall be classified as habitable space according to the building code in effect in Washoe County at the time the building permit is obtained.
  - (iii) The structure shall be limited to two (2) plumbing fixtures. Automatic watering systems for livestock shall not be considered a plumbing fixture for purposes of this limitation.
  - (iv) *Exception: Two (2) story barns with a main dwelling unit incorporated into the design shall be reviewed as a dwelling unit.*

The subject parcel of land currently has no structures and shows evidence of agricultural use.

The application contends that the provision of Code above, requiring a 100-foot setback is “inappropriately” written, and that the required setback should only be from a parcel of land with street, highway, school or park. This is incorrect. This provision of Code clearly states that the setback is from the property line, this results in a buffer to all surrounding uses from the impacts associated with agricultural uses and agricultural buildings, when there is no primary use, such as a dwelling on site. In any case, to disregard the requirement, as suggested (on page 8 and 9 of the application, Exhibit D to this report) would render the section of Code essentially meaningless.

It is critical to recognize that Nevada Revised Statutes (NRS 278.300) limits the power of the Planning Commission to grant variances only under particular circumstances. The applicant has the responsibility to demonstrate that the subject property exhibits one or more of the following characteristics to demonstrate a hardship:

- 1) exceptional narrowness, shallowness, or shape of a specific piece of property; or
- 2) by reason of exceptional topographic conditions; or
- 3) other extraordinary and exceptional situation or condition of the piece of property.

If such a finding of fact can first be made, then the Commission must also determine that the strict application of the regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property.

Staff would like to emphasize that hardship is based upon characteristics of the land, not the convenience of the applicant.

This parcel of land does not demonstrate any physical characteristics that result in special circumstances, as required by NRS and WCC, to support the approval of a variance. The application submitted does not address any special circumstances, as identified in NRS and WCC. Rather, the application notes high groundwater and agricultural use of the property, and conservation easements on surrounding properties (see page 7 of the application, included at Exhibit D to this report). Staff contacted the applicant's representative upon submission of the application and provided them with a preliminary evaluation. The applicant's representative then provided another document, a few days later called "WPVAR20-0007-Hardship Finding Letter.11.12.2020" That letter is included at Exhibit C to this report.

That letter states, in part:

I have provided an exhibit, attached, that shows the location of the gravel pad and proposed equipment covering/shed located in the middle of this 2.5+/- acre parcel to meet the code identified 100-foot setback. The required surface irrigation pattern and direct/historic harvesting pattern of the land would definitely be disrupted.

The proposed location of the shed and pad in the southwest corner of the parcel, adjacent to the existing access road on the west side of the parcel presents reasonable and optimal use, irrigation and harvesting of the property. For the reasons noted in the application package that was provided on November 9th and this specific operational and functional hardship reason, The applicant and CFA believe that the proposed variance is supportable and request that the Washoe County Community Development Department recommend approval of the requested variance.

Again, the letter does not address any of the required findings necessary for approval of a variance as required by NRS and WCC. Disruption of "surface irrigation pattern and direct/historic harvesting pattern of the land" may be an inconvenience, and perhaps "not optimal use" to the applicant, but may be remedied with slight modification to the proposed development, by locating the structure within the required setbacks, and minor grading to facilitate irrigation. Because the applicant demonstrates that the proposed agricultural building is able to be constructed on the subject site without a variance, there is no opportunity for a recommendation of approval.

The applicant provided the following (next page) basic site plan showing that the proposed agricultural building is able to be constructed on the subject site in conformance with the generally applicable setback requirement. The white rectangle represents the proposed structure.





In addition to placement of the structure on the subject site within the required setbacks, the applicant stated during the Citizen Advisory Board meeting that he also owns several surrounding parcels of land. The applicant has the opportunity to combine the subject parcel with one or more adjacent parcels of land and may then be able to meet the required setbacks, perhaps even in the location as proposed with the variance request.

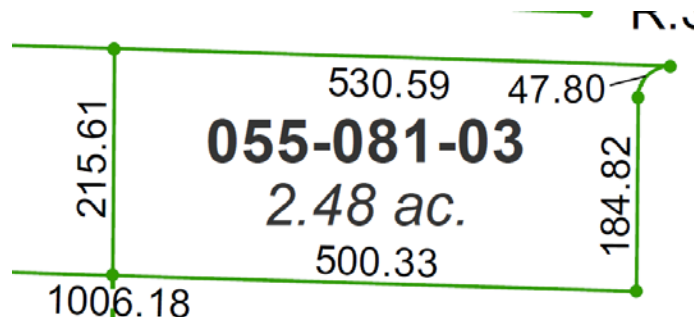
Detailed evaluation of each of the required special circumstances that may constitute a hardship, as required for approval of a variance, follow.

**Exceptional Narrowness:**

The subject site has a regulatory zone of General Rural (GR). In accordance with WCC 110.406.06, and as noted on page 3 of this report, evaluation will be done in accordance with the High Density Rural (HDR) zone, which is consistent with the size of the parcel of land.

The minimum lot width for that zone is 150 feet. The subject parcel is approximately 530 feet in width at the northern property line and approximately 500 feet in width at the southern property line. This results in an average width of approximately 515 feet and exceeds the minimum lot width requirement.

Thus, the subject parcel is not exceptionally narrow.



**Exceptional Shallowness:**

The minimum lot width for the HDR regulatory zone is 150 feet. Both the eastern and western property lines are approximately 215 feet in length.

Thus, the subject parcel is not exceptionally shallow.

**Exceptional Shape:**

The subject parcel is essentially rectangular; please see the diagram (previous page), with the dimensions of the subject site.

Thus, the parcel is not exceptionally shaped.

**Exceptional Topographic Conditions:**

The subject parcel is essentially flat, with the exception of a storm-water retention basin on the east end of the parcel which does not impact the proposed development. The following overhead photo shows the topography of the subject site with a difference in elevation of 2 feet over the width of the parcel, which is approximately 500 feet.



Thus, the parcel does not contain exceptional topographic conditions.

Denial of the variance is recommended by staff as there is no hardship of the land, and no extraordinary conditions, as required by NRS and WCC, necessary to support the approval of the variance request. In addition, the applicant has demonstrated that the proposed agricultural building can be constructed on the subject site in conformance with all generally-applicable provisions of the Development Code (see exhibit C to this report), and the applicant has the opportunity to combine the parcel with adjacent parcels and construct the proposed structure in accordance with Code.

**South Truckee Meadows / Washoe Valley Citizen Advisory Board (STM/WV CAB)**

The proposed project was presented by the applicant's representative at the regularly scheduled citizen advisory board meeting on December 2, 2020. Staff attended that meeting. The CAB voted to recommend approval. The minutes from that meeting were not available as of the writing of this report. Staff will include those notes in the presentation at the public hearing.

**Reviewing Agencies**

The following agencies received a copy of the project application for review and evaluation.

- Washoe County Community Services Department
  - Planning and Building Division

- Planning and Building Division – Parks and Open Spaces
- Engineering and Capital Projects – Land Development
- Engineering and Capital Projects - Traffic
- Engineering and Capital Projects - Operations
- Washoe County Health District
  - Air Quality Management
  - Environmental Health
  - Emergency Medical Services
- Truckee Meadows Fire Protection District
- Regional Transportation Commission
- Washoe-Storey Conservation District
- Nevada Division of Wildlife

Only Washoe County Planning and Building provided substantive comments and/or recommendations in response to their evaluation of the project application. As detailed in this report Planning and Building recommends denial of the variance.

### **Staff Comment on Required Findings**

Washoe County Development Code Section 110.804.25, Article 804, *Variances*, requires that **all** of the following findings be made to the satisfaction of the Washoe County Planning Commission before granting approval of the request. Staff has completed an analysis of the variance application and has determined that the proposal is not in compliance with the required findings as follows.

1. **Special Circumstances.** Because of the special circumstances applicable to the property, including exceptional narrowness, shallowness or shape of the specific piece of property; exceptional topographic conditions; extraordinary and exceptional situation or condition of the property and/or location of surroundings; the strict application of the regulation results in exceptional and undue hardships upon the owner of the property.

*Staff Comment: As detailed in this staff report, the subject parcel is not narrow, it is not shallow, rather it is rectangular, it is flat, and it exhibits no extraordinary or exceptional conditions.*

*Even if there were an extraordinary or exceptional situation or condition on the subject site, application of the regulation does not result in any hardship upon the owner of the property, as the applicant has demonstrated that the barn can be constructed on the subject site within all generally-applicable Code provisions, and the applicant has the opportunity to combine the parcel with one or more adjacent parcels of land, which may allow greater flexibility in location of the proposed Agricultural Building.*

2. **No Detriment.** The relief will not create a substantial detriment to the public good, substantially impair affected natural resources or impair the intent and purpose of the Development Code or applicable policies under which the variance is granted.

*Staff Comment: Granting this variance would substantially impair the intent and purpose of the Development Code by granting a variance when there is no demonstrated hardship or special circumstances of the land as required by NRS and WCC.*

3. **No Special Privileges.** The granting of the variance will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and the identical regulatory zone in which the property is situated.

*Staff Comment: Granting the variance will constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and the identical regulatory zone in which the property is situated, due to the lack of any demonstrated hardship or special circumstances of the land as required by NRS and WCC, for the approval of a variance.*

4. Use Authorized. The variance will not authorize a use or activity which is not otherwise expressly authorized by the regulation governing the parcel of property.

*Staff Comment: The applicant seeks to construct an agricultural building on the subject site, which is permissible, and has been demonstrated by the applicant to be practical, on the subject site, in accordance with all generally-applicable Code provisions, and without the requested variance.*

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.

*Staff Comment: There is no military installation within the area required for public notice for this request. For that reason, this finding is not required to be made.*

### **Recommendation**

After a thorough analysis and review, Variance Case Number WPVAR20-0007 is being recommended for denial. Staff offers the following motion for the Commission's consideration.

### **Motion**

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Washoe County Planning Commission deny Variance Case Number WPVAR20-0007 for Rusk Family Trust, being unable to make all four required findings in accordance with Washoe County Development Code Section 110.804.25:

1. Special Circumstances. Because of the special circumstances applicable to the property, including exceptional narrowness, shallowness or shape of the specific piece of property; exceptional topographic conditions; extraordinary and exceptional situation or condition of the property and/or location of surroundings; the strict application of the regulation results in exceptional and undue hardships upon the owner of the property;
2. No Detriment. The relief will not create a substantial detriment to the public good, substantially impair affected natural resources or impair the intent and purpose of the Development Code or applicable policies under which the variance is granted;
3. No Special Privileges. The granting of the variance will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and the identical regulatory zone in which the property is situated;
4. Use Authorized. The variance will not authorize a use or activity which is not otherwise expressly authorized by the regulation governing the parcel of property;
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.

### **Appeal Process**

Planning Commission action will be effective 10 calendar days after the written decision is filed with the Secretary to the Planning Commission and mailed to the applicant, unless the action is appealed to the Washoe County Board of County Commissioners, in which case the outcome of the appeal shall be determined by the Washoe County Board of County Commissioners. Any appeal must be filed in writing with the Planning and Building Division within 10 calendar days from the date the written decision is filed with the Secretary to the Planning Commission and mailed to the applicant.



Applicant/Owner: Rusk Family Trust, Attn: Bob Rusk, 4205 Old Hwy 395 N., Washoe Valley, NV 89704

Representatives: CFA, Inc., Attn: Dave Snelgrove, 1150 Corporate Blvd., Reno, NV 89502



**WASHOE COUNTY**  
**COMMUNITY SERVICES DEPARTMENT**  
**Engineering and Capital Projects**

1001 EAST 9<sup>TH</sup> STREET  
PO BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3600  
FAX (775) 328.3699

Date: December 1, 2020

To: Roger Pelham, Senior Planner, Planning and Building Division

From: Leo Vesely, P.E., Engineering and Capitol Projects Division

Re: Variance Case **WPVAR20-0007 – Rusk Side and Rear Setback Variance**  
APN 055-081-03

**GENERAL PROJECT DISCUSSION**

Washoe County Engineering and Capital Project staff has reviewed the above referenced application. The application is for a variance to reduce the required building setbacks for an Agricultural Building as a Main Use from 100 feet to 25 on the side (west) and from 100 feet to 16 feet on the rear (south). The Engineering and Capital Projects Division recommends approval with the following comments and conditions of approval which supplement applicable County Code and are based upon our review of the application prepared by CFA, Inc. The County Engineer shall determine compliance with all the following conditions of approval.

For questions related to sections below, please see the contact name provided.

**GENERAL ENGINEERING CONDITIONS**

Contact Information: Leo Vesely, P.E. (775) 328-2041

There are no general engineering related comments.

**DRAINAGE (COUNTY CODE 110.416, 110.420, and 110.421)**

Contact Information: Leo Vesely, P.E. (775) 328-2041

There are no Drainage related comments.

**TRAFFIC AND ROADWAY (COUNTY CODE 110.436)**

Contact Information: Mitchell Fink (775) 328-2050

There are no Traffic related comments.

**UTILITIES (County Code 422 & Sewer Ordinance)**

Contact Information: Tim Simpson, P.E. (775) 954-4648

There are no utility related conditions of approval.



**From:** [Way, Dale](#)  
**To:** [Pelham, Roger](#)  
**Cc:** [Lee, Brett](#); [Lemon, Brittany](#)  
**Subject:** WPVAR20-0007 (Rusk Side and Rear Yard Setback Reduction) - Conditions of Approval  
**Date:** Tuesday, November 24, 2020 9:44:54 AM

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Roger,

TMFPD has no specific conditions other than code requirements for this request.

Thank you.

## **Dale Way**

**Deputy Fire Chief – Fire Prevention | Truckee Meadows Fire & Rescue**

[dway@tmfpd.us](mailto:dway@tmfpd.us) | Office: 775.326.6000

3663 Barron Wy, Reno, NV 89511



*"Committed to excellence, service, and the protection of life and property in our community"*

**From:** [Kirschenman, Sophia](#)  
**To:** [Pelham, Roger](#)  
**Subject:** Parks Comments Re: WPVAR20-0007  
**Date:** Wednesday, November 25, 2020 11:38:55 AM  
**Attachments:** [Outlook-dia1wjun.png](#)  
[Outlook-kbwm5bi.png](#)  
[Outlook-jhgdy0f.png](#)  
[Outlook-plmq33c.png](#)  
[Outlook-fcebffh3.png](#)

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Hi Roger,

I've reviewed WPVAR20-0007 (Rusk) on behalf of Washoe County Regional Parks and Open Space and have no comments or conditions.

Hope you have a very happy Thanksgiving!



Please tell us how we did by taking a quick [survey](#).

Sophia Kirschenman  
Park Planner | Community Services Department  
775-328-3623 | 1001 E. 9th Street, Reno, NV 89512



Please consider the environment before printing this e-mail.



**From:** [Gil, Donald](#)  
**To:** [Pelham, Roger](#)  
**Subject:** FW: November Agency Review Memo II  
**Date:** Friday, December 18, 2020 10:22:13 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[November Agency Review Memo II.pdf](#)  
**Importance:** High

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Roger,

Sorry for the delay on this one. I have reviewed Item #1 and the Washoe County Sheriff's Office has no issues or concerns. Thank you and have a great Christmas.

Don

**Don Gil**

**Captain – Patrol Division**  
911 Parr Blvd. Reno, NV 89512  
Desk: 775-328-3354  
Email: [dgil@washoecounty.us](mailto:dgil@washoecounty.us)  
Web: [www.WashoeSheriff.com](http://www.WashoeSheriff.com)



1365 Corporate Blvd.  
Reno NV 89502  
775 857-8500 ext. 131  
nevadaconservation.com

## Washoe-Storey Conservation District

Bret Tyler Chairmen  
Jim Shaffer Treasurer  
Cathy Canfield Storey app  
Jean Herman Washoe app

November 27, 2020

Washoe County Community Services Department

C/O Roger Pelham, Senior Planner

1001 E Ninth Street, Bldg. A

Reno, NV 89512

R: WPVAR20- 0007 Rusk side yard & Rear yard setback

Dear Roger,

In reviewing the variance setback, the Conservation District has the following comments.

Since the setback does not meet Washoe County standards if approved to soften the location of the building, the District will require 6 inch caliper evergreen trees(4) planted on the front, back and both sides of the structure to filter the positioning of the unit. These trees monitored for a three-year period and if failure occurs, replant with the same size caliper evergreen tree.

The District will require the proposed building and roof having earth tone colors to reflect the surrounding area.

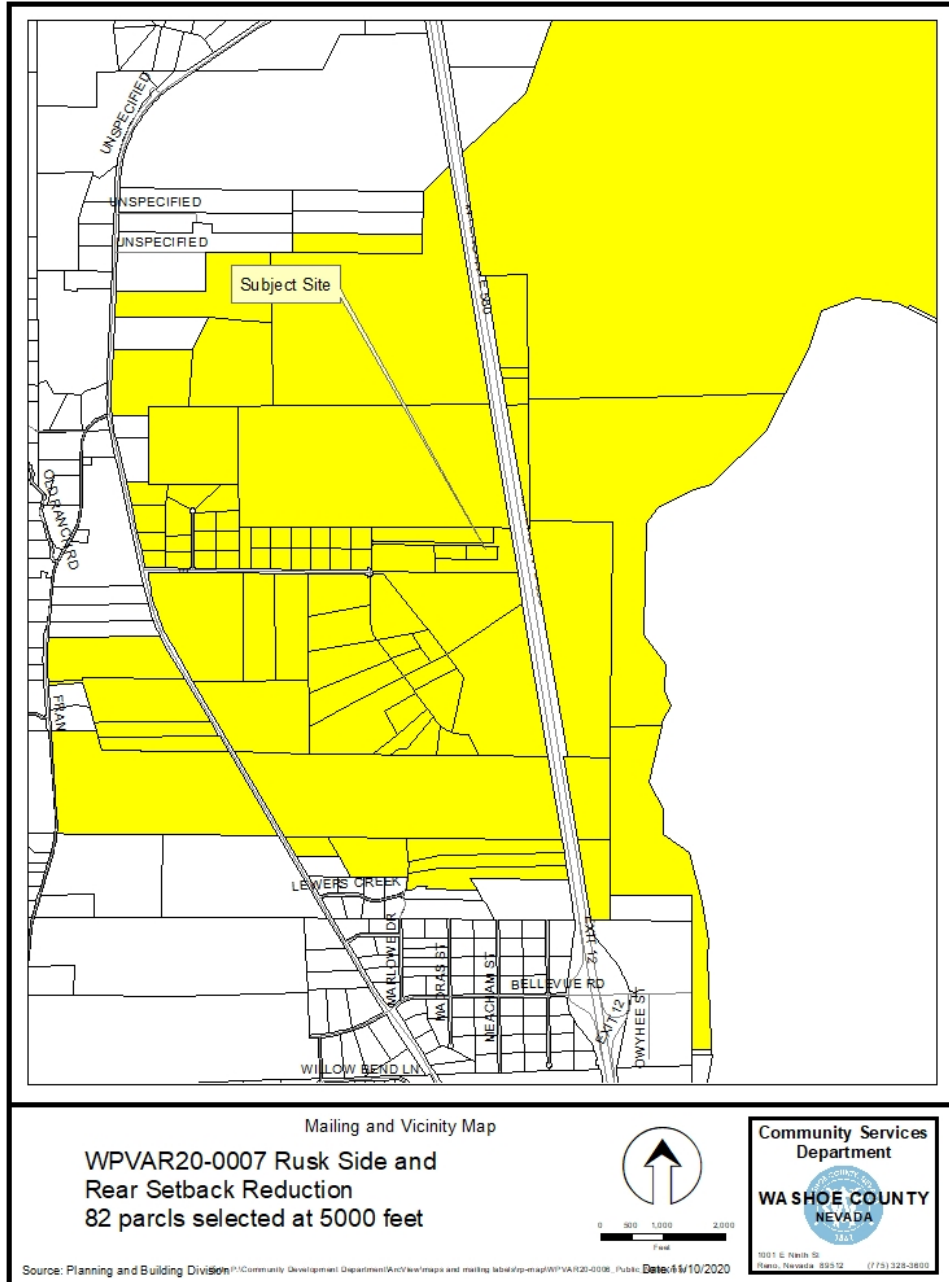
Thank you for providing us the opportunity to review the project that may have impacts on our natural resources.

Sincerely,

Tyler-Shaffer

**Public Notice**

Pursuant to Washoe County Code Section 110.804.20 public notification consists of notification by mail of at least 30 separate property owners within a minimum 500-foot radius of the subject property. This proposal was noticed within a 5000-foot radius of the subject property, noticing 82 separate property owners.



**NOTICING MAP**



**LAND SURVEYORS  
CIVIL ENGINEERS  
LAND USE PLANNERS**

November 12, 2020

VIA E-mail: rpelham@washoecounty.us

Roger Pelham  
Washoe County Community Development  
1001 E. Ninth Street, Building A  
Reno, Nevada 89512

**RE: WPVAR20-0007 – RUSK VARIANCE APPLICATION – HARDSHIP FINDING**

Dear Roger:

Per our telephone conversations Tuesday, November 10<sup>th</sup>, I met with Mr. Bob Rusk to discuss the operations and irrigation of the subject agricultural parcel that has been requested for variance to 110.330.55(a)(2). After discussing what would happen if the proposed shed structure were required to meet the 100-foot setback, Mr. Rusk noted that the irrigation pattern would be disrupted as would the harvesting of the high-quality grass hay. Requirement to locate the proposed shed would make irrigating and harvesting much more difficult for this parcel. Additionally, a non-cultivable driveway/access route would need to be provided to the pad and shed located in the middle of the parcel, substantially reducing the overall crop yield from the property.

I have provided an exhibit, attached, that shows the location of the gravel pad and proposed equipment covering/shed located in the middle of this 2.5+/- acre parcel to meet the code identified 100-foot setback. The required surface irrigation pattern and direct/historic harvesting pattern of the land would definitely be disrupted.

The proposed location of the shed and pad in the southwest corner of the parcel, adjacent to the existing access road on the west side of the parcel presents reasonable and optimal use, irrigation and harvesting of the property. For the reasons noted in the application package that was provided on November 9<sup>th</sup> and this specific operational and functional hardship reason, The applicant and CFA believe that the proposed variance is supportable and request that the Washoe County Community Development Department recommend approval of the requested variance.

Please feel free to contact me if you have any questions or comments regarding this information specific to the required variance finding for hardship.

Respectfully submitted,

R. David Snelgrove, AICP  
Planning and Right-of-Way Manager

Att: Hardship Finding Exhibit

**WPVAR20-0007  
EXHIBIT C**

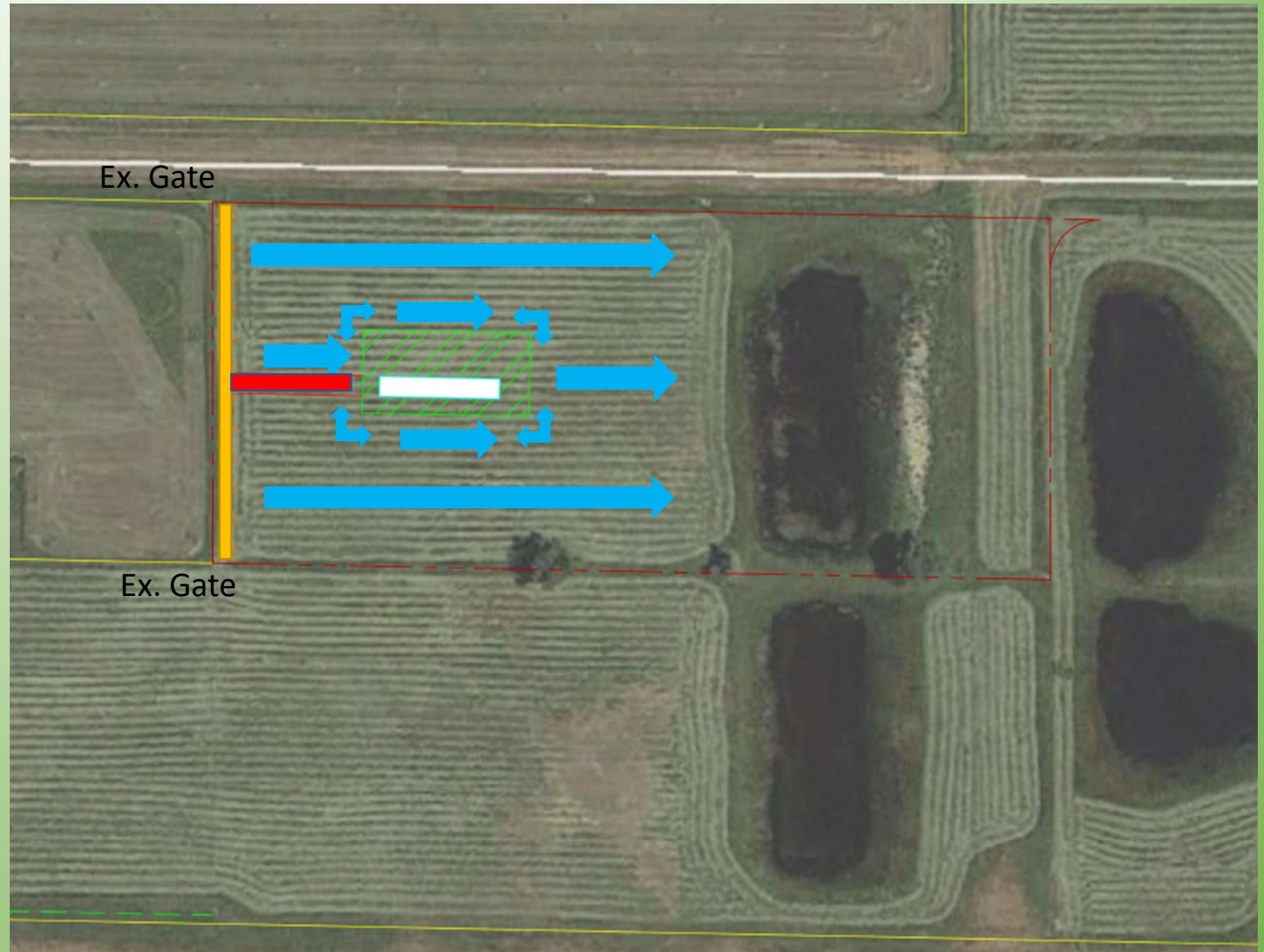
# Hardship Finding

If covering/shed is placed in middle of property to meet 100' setback requirement:

Disruption of surface irrigation and harvesting  
➡ = Irrigation/harvest path

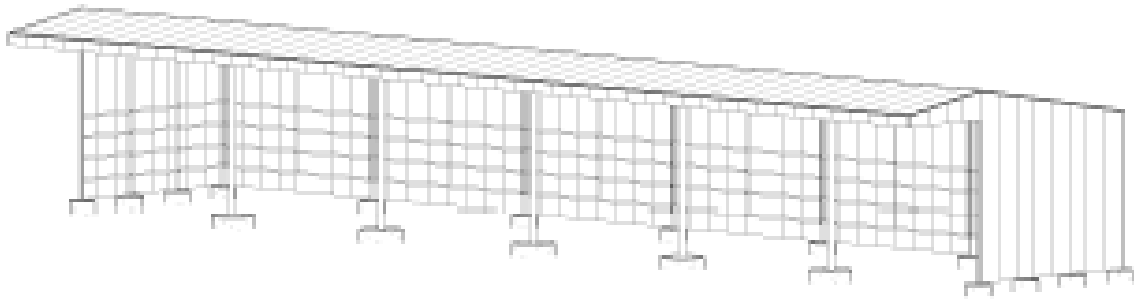
Crop area loss due to need of non-planted access road  
■ = Non-crop Access

Generally disrupts planting area, irrigation and logical ease of harvesting of parcel.





**RUSK FAMILY TRUST**  
**AGRICULTURAL EQUIPMENT COVERING/SHED**  
**VARIANCE APPLICATION**



PREPARED FOR:

**Rust Family Trust**

PREPARED BY:



**NOVEMBER 9, 2020**

**PROJECT: 97006.08**

## Washoe County Development Application

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

<b>Project Information</b>		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 <b>AND</b> area locator):			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
Indicate any previous Washoe County approvals associated with this application: Case No.(s).			
<b>Applicant Information</b> (attach additional sheets if necessary)			
<b>Property Owner:</b>		<b>Professional Consultant:</b>	
Name:		Name:	
Address:		Address:	
Zip:		Zip:	
Phone:                      Fax:		Phone:                      Fax:	
Email:		Email:	
Cell:                              Other:		Cell:                              Other:	
Contact Person:		Contact Person:	
<b>Applicant/Developer:</b>		<b>Other Persons to be Contacted:</b>	
Name:		Name:	
Address:		Address:	
Zip:		Zip:	
Phone:                      Fax:		Phone:                      Fax:	
Email:		Email:	
Cell:                              Other:		Cell:                              Other:	
Contact Person:		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):	

# Property Owner Affidavit

**Applicant Name:** Rusk Family Trust Equipment Covering/Shed Variance Request

The receipt of this application at the time of submittal does not guarantee the application complies with all requirements of the Washoe County Development Code, the Washoe County Master Plan or the applicable area plan, the applicable regulatory zoning, or that the application is deemed complete and will be processed.

STATE OF NEVADA     )  
                                  )  
COUNTY OF WASHOE    )

I, Robert F. Rusk  
(please print name)

being duly sworn, depose and say that I am the owner\* of the property or properties involved in this application as listed below and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true, and correct to the best of my knowledge and belief. I understand that no assurance or guarantee can be given by members of Planning and Building.

**(A separate Affidavit must be provided by each property owner named in the title report.)**

Assessor Parcel Number(s): 055-081-03

Printed Name Robert F. Rusk

Signed Robert F. Rusk

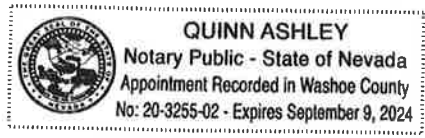
Address 4205 OLD Hwy. 395N.

Washoe Valley NV. 89704

(Notary Stamp)

Subscribed and sworn to before me this 5<sup>th</sup> day of November, 2020.

Quinn Ashley  
Notary Public in and for said county and state



My commission expires: 9/9/2024

\*Owner refers to the following: (Please mark appropriate box.)

- Owner
- Corporate Officer/Partner (Provide copy of record document indicating authority to sign.)
- Power of Attorney (Provide copy of Power of Attorney.)
- Owner Agent (Provide notarized letter from property owner giving legal authority to agent.)
- Property Agent (Provide copy of record document indicating authority to sign.)
- Letter from Government Agency with Stewardship

# Variance Application Supplemental Information

(All required information may be separately attached)

1. What provisions of the Development Code (e.g. front yard setback, height, etc.) must be waived or varied to permit your request?

**You must answer the following questions in detail. Failure to provide complete and accurate information will result in denial of the application.**

2. What are the topographic conditions, extraordinary or exceptional circumstances, shape of the property or location of surroundings that are unique to your property and, therefore, prevent you from complying with the Development Code requirements?

3. What steps will be taken to prevent substantial negative impacts (e.g. blocking views, reducing privacy, decreasing pedestrian or traffic safety, etc.) to other properties or uses in the area?

4. How will this variance enhance the scenic or environmental character of the neighborhood (e.g. eliminate encroachment onto slopes or wetlands, provide enclosed parking, eliminate clutter in view of neighbors, etc.)?

5. What enjoyment or use of your property would be denied to you that is common to other properties in your neighborhood?

6. Are there any restrictive covenants, recorded conditions or deed restrictions (CC&Rs) that apply to the area subject to the variance request?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, please attach a copy. <b>Surrounding commonly owned properties are all deed restricted to the Nature Conservancy which limits the use of the property to Ag uses.</b>
------------------------------	-----------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

7. How is your current water provided?

8. How is your current sewer provided?

# **ATTACHMENT A**

Table of Contents

Development Application, Affidavit and and Variance Application Supplemental Information

Project Narrative ..... Tab A

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Master Plan Conformance ..... 2

Zoning Conformance ..... 5

Existing Site Conditions ..... 5

Justification of Variance Request ..... 7

Legal Findings Review ..... 9

Reduced Site Plan, Building/Shed Plans, ..... Tab B

100' Setback Constraint Exhibit, Article 330, Article 306 ..... Tab C

Rusk Family Trust Conservation Easement Property Exhibit, Recorded Conservation Easement, Proof of Property Tax Payment, Vesting Document ..... Tab D

**Map Pocket – Site Plan**



## Project Narrative and Variance Justification

### Project Request & Background

Bob Rusk, Trustee of the Rusk Family Trust would like to construct an 864 s.f. equipment covering/shed on one of the parcels that the family trust owns in an agriculturally used portion of Washoe Valley. The proposed shed is proposed to be 12 deep and 72 feet long. The height of the shed structure is proposed to be 11'-3". The purposed of the shed structure is to have a covering for agricultural equipment that is used on this and other agriculturally used land that the Rusk Family Trust owns in the area.

It has been noted by County staff that the proposed location of the shed would need to be 100-feet from any property line based on Article 110.330.55(a)(2), which states:

“The structure shall be located at least one hundred (100) feet from the property line, any street or highway, a public park or school:”

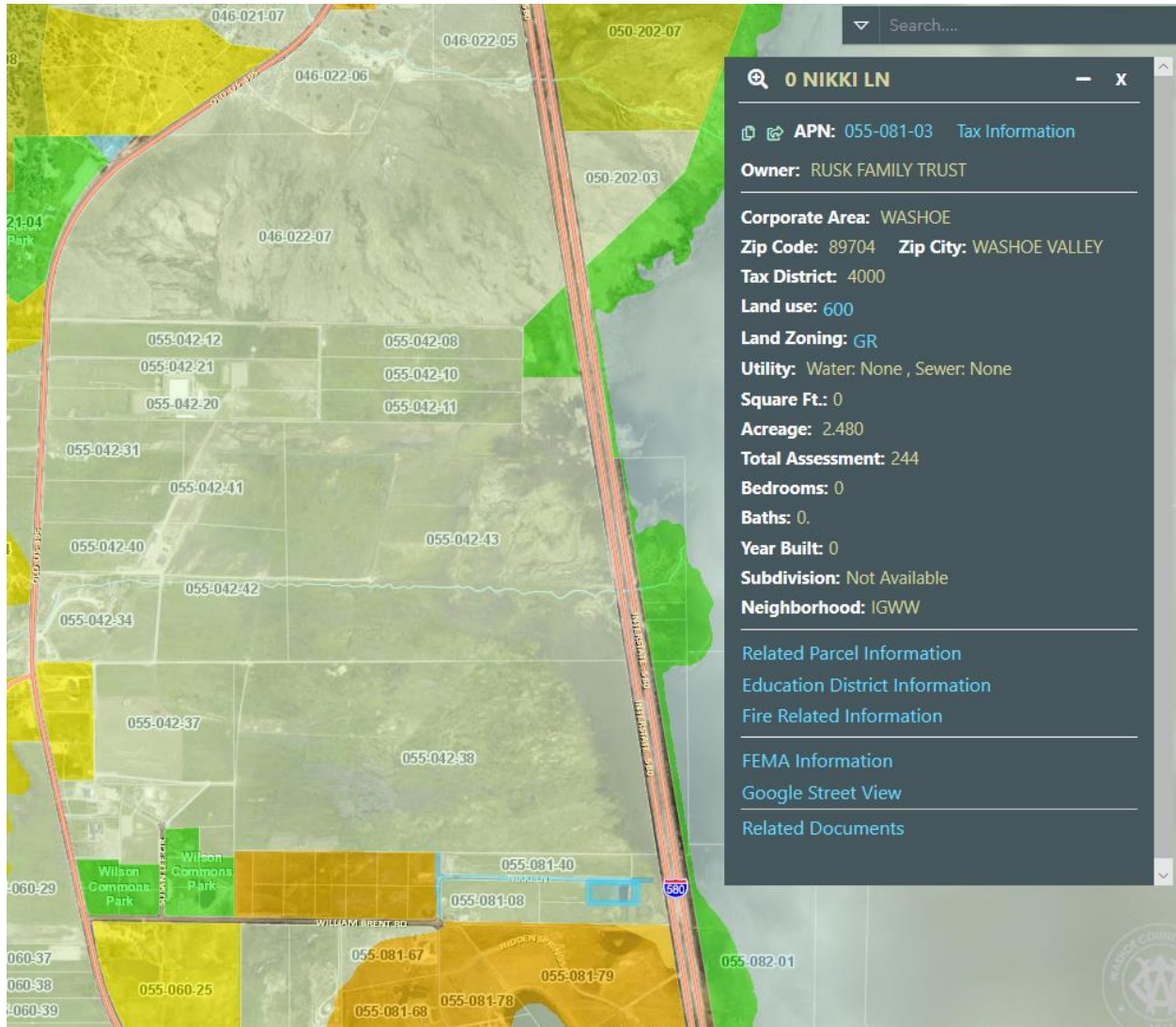
This statement is made as part of the requirements where an agricultural building is proposed as a main use on a property (without a residence or other primary use). A copy of Article 330, which has been highlighted and annotated for applicability to the proposed covering/shed structure is provided in Appendix B with this application. Due to the fact that the parcel is 2.48+/- acres, following this requirement would leave a total buildable area of approximately 4,800 s.f.. An exhibit showing this setback impact is provided in Appendix C with this application.

This brief narrative will provide justification as to why this portion of the Washoe County Development Code should not apply to this particular parcel in this particular location.

### Property Location

The subject parcel is located in Washoe Valley on the west side of Washoe Lake and U.S. 395 and east of Old U.S. 395. The property is located in a predominately agriculturally used and zoned area of Washoe Valley. There are wetlands and high groundwater tables within much of the area north and south of the subject property. A copy of the Washoe County Zoning/Vicinity Map showing the subject parcel and surrounding lands is provided on page 2 of this project narrative. A copy of the Washoe County South Valleys Area Plan Development Suitability Map is provided on page 3 of this application that highlights the area that can be easily recognized to be predominately agricultural with some large lot residential properties.

Figure 1 –Zoning/Vicinity Map



### Master Plan Conformance

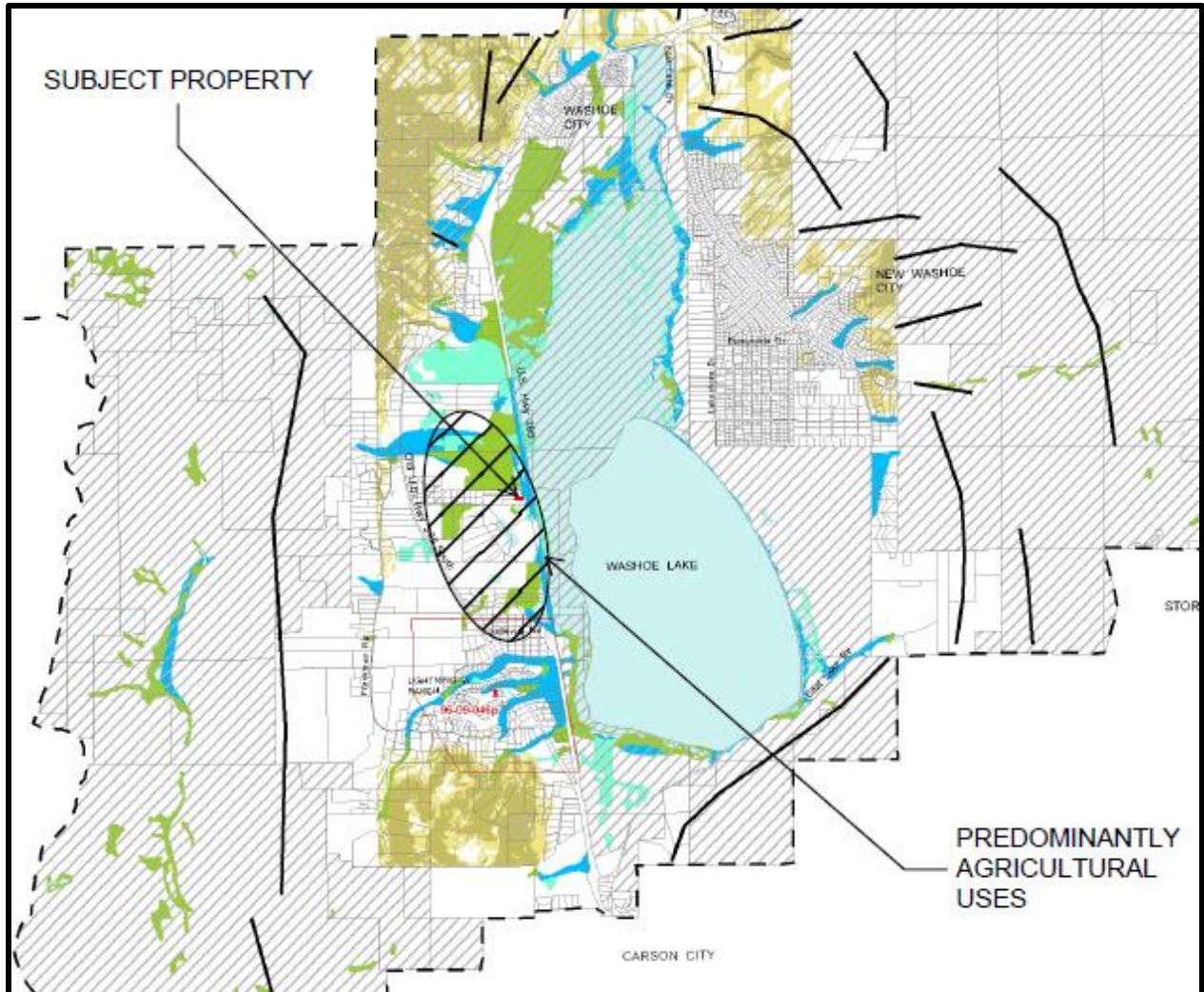
The entire valley and lower foothill portion on the west side of Washoe Valley is designated within the South Valleys Area Plan to be either Rural or Rural Residential. The proposed use of an agricultural covering or shed would fit with either of these designations. A copy of the South Valleys Area Plan Master Plan Map is provided on page 4.



# RUSK FAMILY TRUST – EQUIPMENT COVERING/SHED

VARIANCE APPLICATION

Figure 2 – Washoe County South Valleys Development Suitability Map



**SOUTH VALLEYS  
DEVELOPMENT SUITABILITY**

RIDGE LINES TO BE PROTECTED	POTENTIAL WETLANDS
SLOPES GREATER THAN 15%	BOTH POTENTIAL FLOOD HAZARD AND POTENTIAL WETLANDS
SLOPES GREATER THAN 30%	PUBLIC LAND
FLOODWAY AREA	MOST SUITABLE
100-YEAR FLOOD HAZARD	WATER BODIES
	DITCHES

SOURCE: COMMUNITY SERVICES
WQPC ADOPTION DATE: July 15, 2008  
BCC ADOPTION DATE: December 8, 2009

NOTE: THE SCALE AND CONFIGURATION OF ALL INFORMATION SHOWN HEREON ARE APPROXIMATE ONLY AND ARE NOT INTENDED AS A GUIDE FOR DESIGN OR SURVEY WORK. REPRODUCTION IS NOT PERMITTED WITHOUT PRIOR WRITTEN PERMISSION FROM THE WASHOE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT.

0 1,708 3,413 6,820  
Scale in Feet

**Department of  
Community Development**

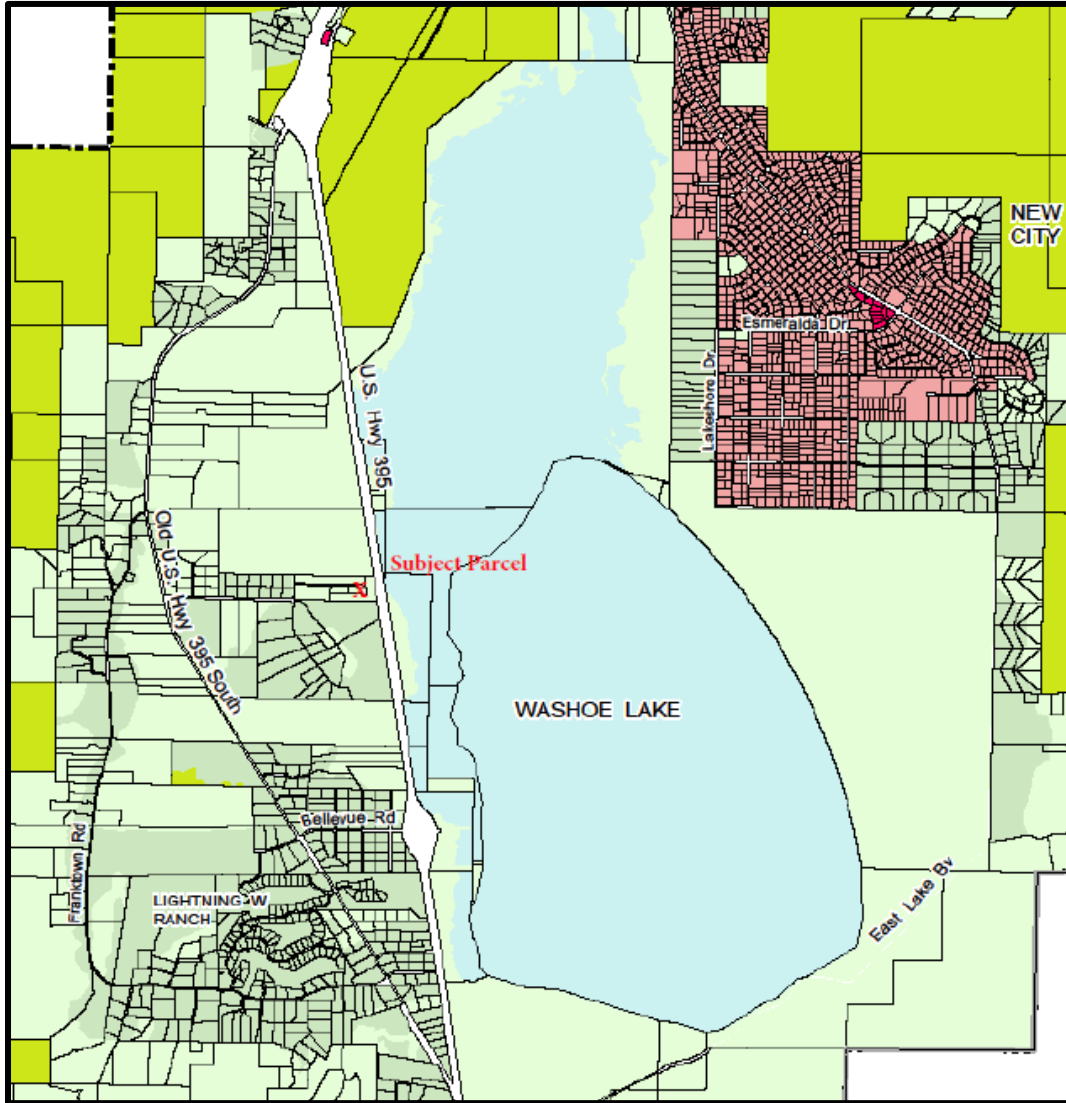
**WASHOE COUNTY  
NEVADA**

Post Office Box 11130  
Reno, Nevada 89520 (775) 328-3600

# RUSK FAMILY TRUST – EQUIPMENT COVERING/SHED

VARIANCE APPLICATION

Figure 3 – Master Plan Exhibit



<b>SOUTH VALLEYS MASTER PLAN MAP</b>		<p><b>NOTE:</b> THE SCALE AND CONFIGURATION OF ALL INFORMATION SHOWN HEREON ARE APPROXIMATE ONLY AND ARE NOT INTENDED AS A GUIDE FOR DESIGN OR SURVEY WORK. REPRODUCTION IS NOT PERMITTED WITHOUT PRIOR WRITTEN PERMISSION FROM THE WASHOE COUNTY PLANNING AND BUILDING DIVISION.</p> <p>0 1,000 2,000 4,000 Feet</p> <p>Pub: C:\arcgis\bin\arcgis\mxd\MPMA04031.mxd</p>
<p><b>CERTIFICATION:</b> THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS AN ACCURATE REPRESENTATION OF THE ADOPTED MASTER PLAN MAPS OF WASHOE COUNTY, NEVADA, BY THE WASHOE COUNTY PLANNING AND BUILDING DIVISION.</p> <p>DATE: <u>6/12/19</u> DIRECTOR: <u>[Signature]</u></p>		
<p>SOURCE: Planning and Building Division</p> <p>PC Date: February 5, 2019 BCC Date: March 20, 2019 RPC Conformance Date: June 12, 2019</p>		<p><b>Community Services Department</b></p> <p><b>WASHOE COUNTY NEVADA</b></p> <p>1001 E. Ninth St. Reno, Nevada 89512 (775) 326-3600</p>



### Zoning Conformance

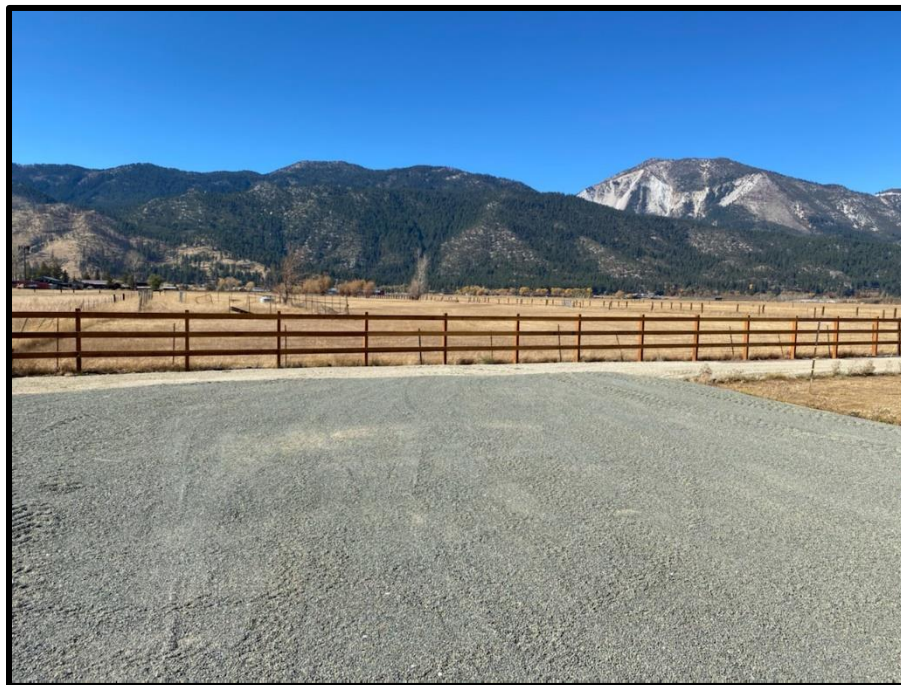
The subject property is zoned GR (General Rural) although it is only 2.48-acres in size. The allowance for setbacks on the property, per Article 110.406.05, identifies that the 2.48--acre lot size would require setbacks for the HDR (High Density Rural) zone. The required setbacks are:

- Front - 30 feet
- Side – 15 feet
- Rear - 30 feet

The zoning of the subject property and surrounding lands was provided on page 2 of this narrative.

### Existing Site Conditions

Below are site photos taken from the proposed location of the covering/shed. These photos all exhibit that the use of the property surrounding the shed location is all rural/agricultural in use and the location of the shed structure, as proposed will not present a nuisance to the very limited residential uses in the general area.



View to the west from the proposed shed location. A couple residences can be seen in the distance, across the agricultural used property to the west. The nearest existing residence is over ¼ mile away (1,400+ feet) on APN 055-081-08.



# RUSK FAMILY TRUST – EQUIPMENT COVERING/SHED

VARIANCE APPLICATION



View to the south from the proposed shed location The property immediately adjacent to the south is encumbered by a Conservation Easement that the Rusk Family put on that property



View to the west from the proposed shed location U.S. 395 can be seen in this direction with the roadway located approximately 700 feet from the proposed shed location. All of the property in the foreground is owned by the Rusk Family Trust.



View to the north from the proposed shed location Only Agricultural uses land can be seen in the valley view in this photo.

### **Justification of Variance Request**

#### **Property is surrounded by Agricultural Uses – predominately grazing land.**

As evidenced by the included aerial maps, photos in all directions from the proposed covering/shed location, zoning, master plan and development suitability maps for the South Valleys area, the subject property has constraints to development (wetlands, high-groundwater table and flood areas) that are reflected in a low density zoning. Throughout history residential, commercial or other more intense zoning designation have not taken hold, leaving this area laden with agricultural uses on the properties.

#### **Rusk Family Conservation Easement**

Additionally strengthening this limitation is the fact that the Rusk Family placed a conservation easement on the property that surrounds the subject parcel to the south, east and north, as well as 13 parcels to the west of the subject parcel, near Wilson Common Park. The conservation easement, recorded in Washoe County Recorder's Office on December 22, 2010 under document number 3956188 was provided by the Rusk Family Trust to the Nevada Land Conservancy "...for the primary purpose of assuring that agricultural productive capacity and open space character of the property will be conserved and maintained forever." A

copy of the Rusk Family Trust Conservation Easement Properties Exhibit is provided in Appendix C with this application. Additionally, a copy of the recorded conservation easement document is provided in Appendix C after the Exhibit.

### **Height of Structure would allow for a 5-foot setback in standard conditions**

The height of the proposed covering/shed structure is only 11'-3". If the subject property had a residential structure located on it, the allowed setback would be 5 feet from the side and rear property line, per Article 110.306.10(b)(1), which states:

“Accessory Structures 12 feet in height or less may be located within the required rear or side yard setbacks provided they are five feet or more from the rear and side yard property line.”

A copy of the front portion of Article 306 (where this text allowance is covered) is provided in Appendix B of this application.

It seems overly burdensome that an agricultural structure (such as the proposed covering/shed) would need an additional 95 feet of setback simply because there is no primary residence on this parcel. As has been shown through this project narrative, the property is constrained in many different ways (zoning, development suitability, and a conservation easement covering many of the Rusk Family Trust owned parcels in this area) that preclude reasonable or desired residential development of the property. The subject property and surrounding parcels have been, and are anticipated to continue to be, used as agricultural properties for grazing and crop production due to the property constraints that have been noted.

### **Section of Code Requiring 100-Foot Setback Appears to be Inappropriately Written**

As noted on the first page of this narrative, the need for this variance originated with the identification by County staff that the proposed location of the covering/shed would need to be 100-feet from any property line based on Article 110.330.55(a)(2), which states:

“The structure shall be located at least one hundred (100) feet from the property line, any street or highway, a public park or school:”

Upon reading and re-reading this section of code, it appears clear that the section is inappropriately written as the intent appears to clearly be that a 100-foot setback would be required from any street or highway, a public park or school. These are all typical planning related sensitive or scenic concern uses. The fact that this section of code identifies 100 feet from any property line, any street or highway, a public park or school seems very odd. If the intent of this section of code were to require a 100-foot setback from any property line, it would have stopped at “from any property line.” A street or highway would not be on a private parcel that would have the capacity to build an accessory structure. Similarly, a public park or school would also

have a property line separating that particular use from the proposed structure. It is believed that this code section was intended to be written as follows, where one comma is substituted for the word “of.”

“The structure shall be located at least one hundred (100) feet from the property line OF any street or highway, a public park or school.”

This format of the code section makes complete sense as it defines the sensitive or scenic protected uses that are typical in planning codes and regulations. To include every property negates the need to have the specific, sensitive or scenic protective uses noted.

### **Justification Summary**

In short, the Applicant believes that the parcel that is proposed to have the covering established at 25 feet from the side yard property line and 16 feet from the rear property line is:

Appropriately zoned

Site is constrained in the area that is shown by the South Valleys Area Plan Development Suitability Map to contain wetlands, high groundwater table and flood zones that make development of residential structures more difficult and costly if not impossible or not desired due to environmental protection.

Surrounding land uses are all agricultural for well over 100 feet

The Rusk family has established a conservation easement on properties surrounding this parcel that preserve the future non-developed and agricultural use of the area.

### **Legal Findings Review**

#### **Variance**

Section 110.804.25 Findings. Prior to approving an application for a variance, the Board of Adjustment, the Planning Commission or hearing examiner shall find that findings (a) through (d) apply to the property and, if a military installation is required to be noticed, finding (e):

(a) Special Circumstances. Because of the special circumstances applicable to the property, including either the:

(1) Exceptional narrowness, shallowness or shape of the specific piece of property, or

(2) By reason of exceptional topographic conditions, or

(3) Other extraordinary and exceptional situation or condition of the property and/or location of surroundings,



the strict application of the regulation results in exceptional and undue hardships upon the owner of the property;

*It has been shown through this Project Narrative that the subject property has many extraordinary circumstances inclusive of the high groundwater table, wetlands and flood zones within the area of the site to reasonably conclude that the area around the proposed site will remain in either an undeveloped or agricultural use, as has been historically seen on the properties on the west side of Washoe Lake, near U.S. 395. Additionally, the existence of the conservation easement on the property surrounding the subject parcel (north, east and south) create an additional buffer and ensure (as much as possible) that sensitive development will not come near the proposed covering/shed structure.*

(b) No Detriment. The relief will not create a substantial detriment to the public good, substantially impair affected natural resources or impair the intent and purpose of the Development Code or applicable policies under which the variance is granted;

*Due to the constraints identified in finding a, it is foreseen that agricultural or very low-level development is likely to continue in the area. This 864 s.f., 11'-3" tall agricultural equipment covering/shed will be a typically silent use and will not present any significant noise, dust, odor, light or other nuisance to surrounding properties. It will simply provide a covering for farm/agricultural equipment and supplies.*

(c) No Special Privileges. The granting of the variance will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and the identical regulatory zone in which the property is situated; and

*As was noted in the text of this narrative, if a residential use were on this parcel, a 5 foot setback would be allowed, rather than 100-feet. For the constraint reasons noted in Finding a, development of a residential use in this area and on this parcel is particularly challenging. The high ground water table requires that engineered septic systems be incorporated into development and no community sewer or water exists in reasonable proximity to the site. In short, no special privileges would be provided with the approval of this variance request.*

(d) Use Authorized. The variance will not authorize a use or activity which is not otherwise expressly authorized by the regulation governing the parcel of property.

*Agricultural uses are specifically allowed in the GR zone and the proposed covering/shed fits within the agricultural use allowance.*

(e) Effect on a Military Installation. The variance will not have a detrimental effect on the location, purpose and mission of the military installation.

*Not applicable as no military installation exists in proximity to the subject property.*



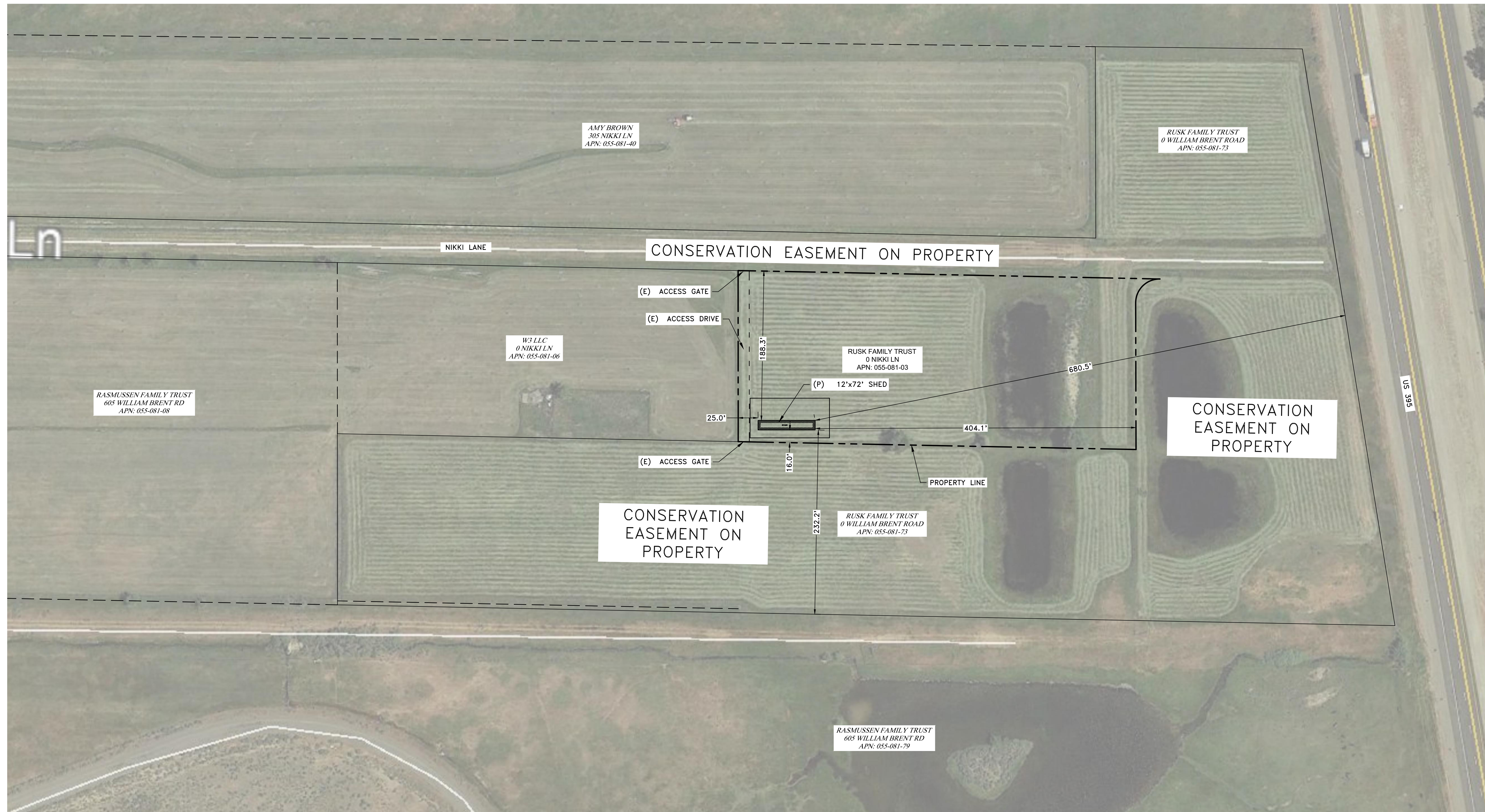
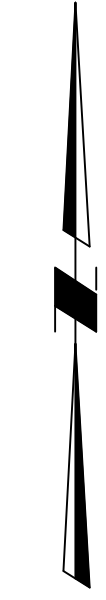
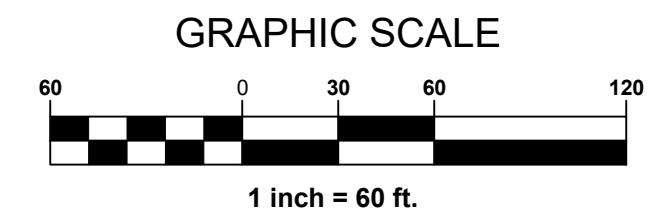
# **ATTACHMENT B**





**CAUTION – NOTICE TO CONTRACTOR**

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AND FEATURES AS SHOWN ON THESE PLANS IS BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE LOCATIONS AND/OR ELEVATIONS AT THE PROPOSED POINTS OF CONNECTION AND IN AREAS OF POSSIBLE CONFLICT PRIOR TO BEGINNING CONSTRUCTION. SHOULD THE CONTRACTOR FIND ANY DISCREPANCIES BETWEEN THE CONDITIONS EXISTING IN THE FIELD AND THE INFORMATION SHOWN ON THESE DRAWINGS, HE SHALL NOTIFY THE ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE OR RELOCATE ALL EXISTING UTILITIES AND FEATURES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. CONTRACTOR SHALL OBTAIN APPROVALS FROM THE GOVERNING AGENCIES, THE ENGINEER, AND THE UTILITY COMPANIES PRIOR TO SUCH REMOVAL AND/OR RELOCATION.
4. THE CONTRACTOR ASSUMES ALL RISK FOR ANY CONSTRUCTION PERFORMED WITH PRELIMINARY OR NONAPPROVED PLANS.
5. CONTRACTOR TO PROVIDE TRAFFIC CONTROL IN CONFORMANCE WITH THE LATEST EDITION OF MUTCD WHENEVER CONSTRUCTION IS IN PROGRESS WITHIN THE PUBLIC TRAVEL WAY.



NO.	DATE	MARK	REVISIONS	BY

PROFESSIONAL SEAL:  
**PRELIMINARY NOT FOR CONSTRUCTION**

**CFA, INC.**  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 LAND USE PLANNERS  
 1150 CORPORATE BOULEVARD • RENO, NEVADA 89502  
 775-866-1150 MAIN • 775-866-1160 FAX • CFA@CFA.NV.COM

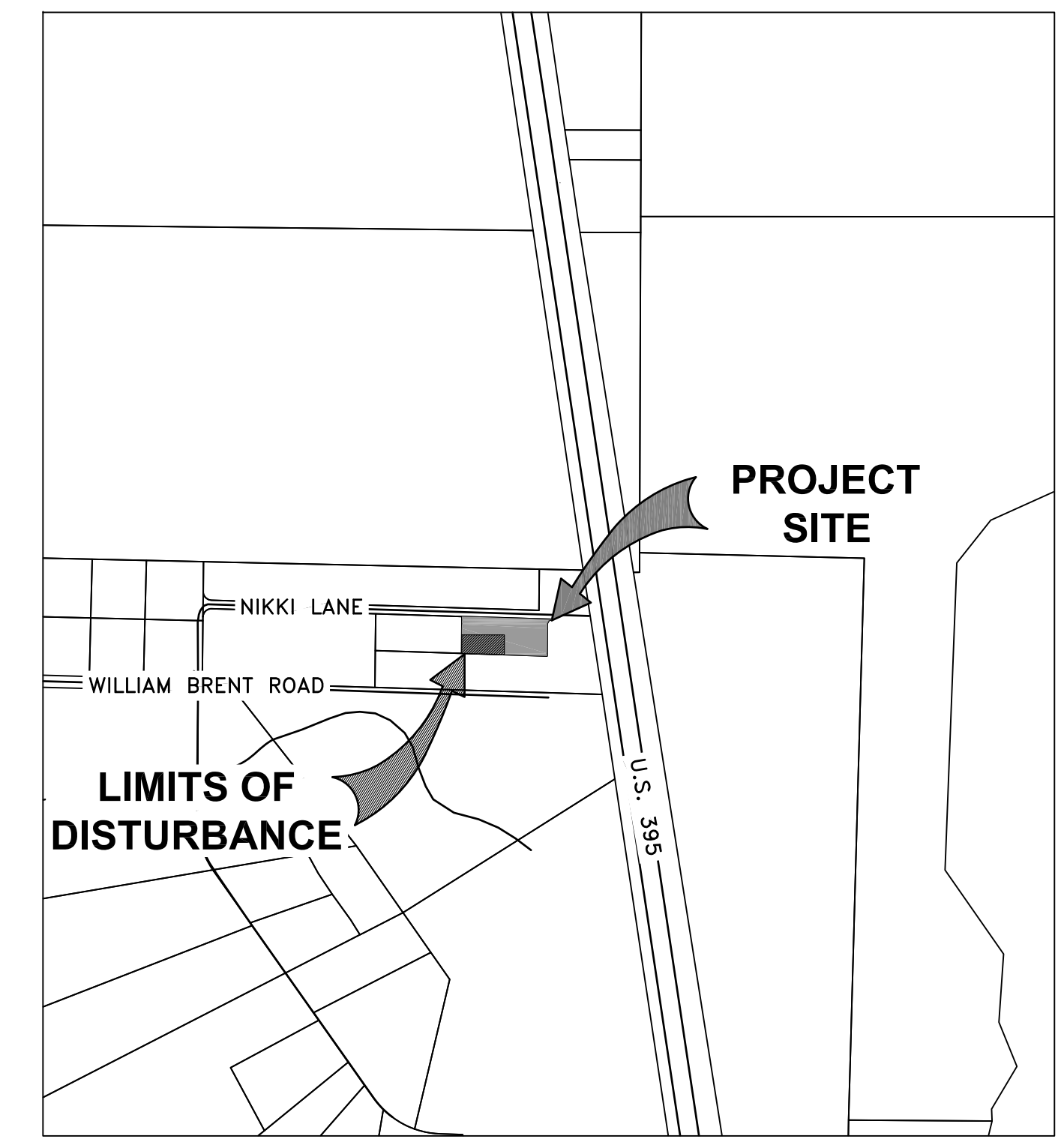
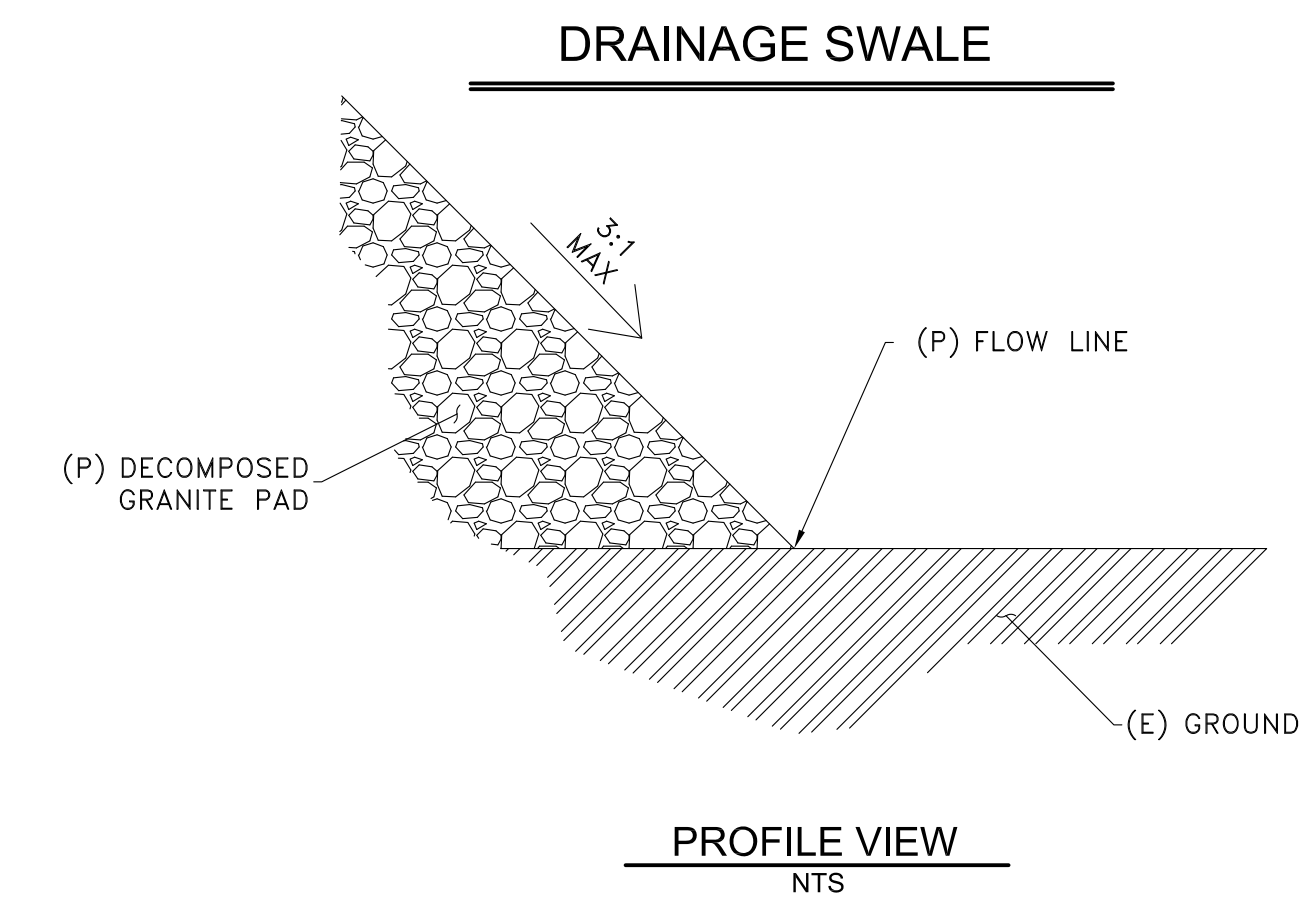
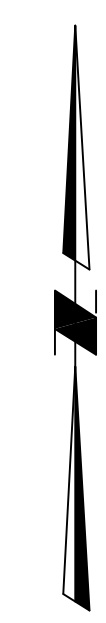
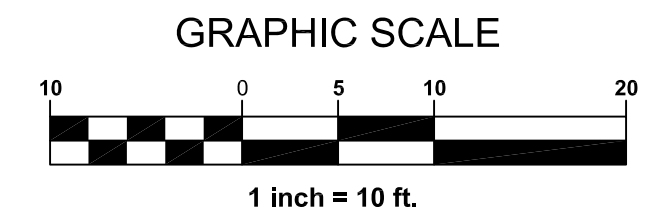
RUSK SHELTER  
**SITE PLAN**  
 4205 OLD US 395  
 RENO, NEVADA 89704

JOB NO. 97006.08  
 DESIGNED BY IM  
 CHECKED BY KK  
 DATE 11-09-2020  
 SHEET  
**C1.0**  
 1



**CONSTRUCTION NOTES**

1. ALL DISTURBED AREAS SHALL BE CONSTRUCTED WITH DECOMPOSED GRANITE
2. SLOPES SHALL NOT EXCEED 3:1



**VICINITY MAP**  
SCALE: NTS

**OWNER/DEVELOPER:**

BOB RUSK  
4205 OLD US HIGHWAY 395 N  
WASHOE VALLEY, NV 89704  
(775) 741-8424 VOICE

**EARTHWORK SUMMARY**

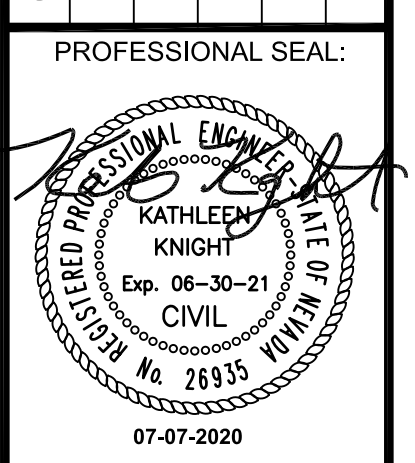
	DISTURBED AREA	CUT	FILL	NET
QUANTITIES	12,800 SQ FT	0	514 C.Y.	514 C.Y. <FILL>



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NO.	DATE	BY	REVISIONS
1	07-07-2020	IM	WC COMMENTS

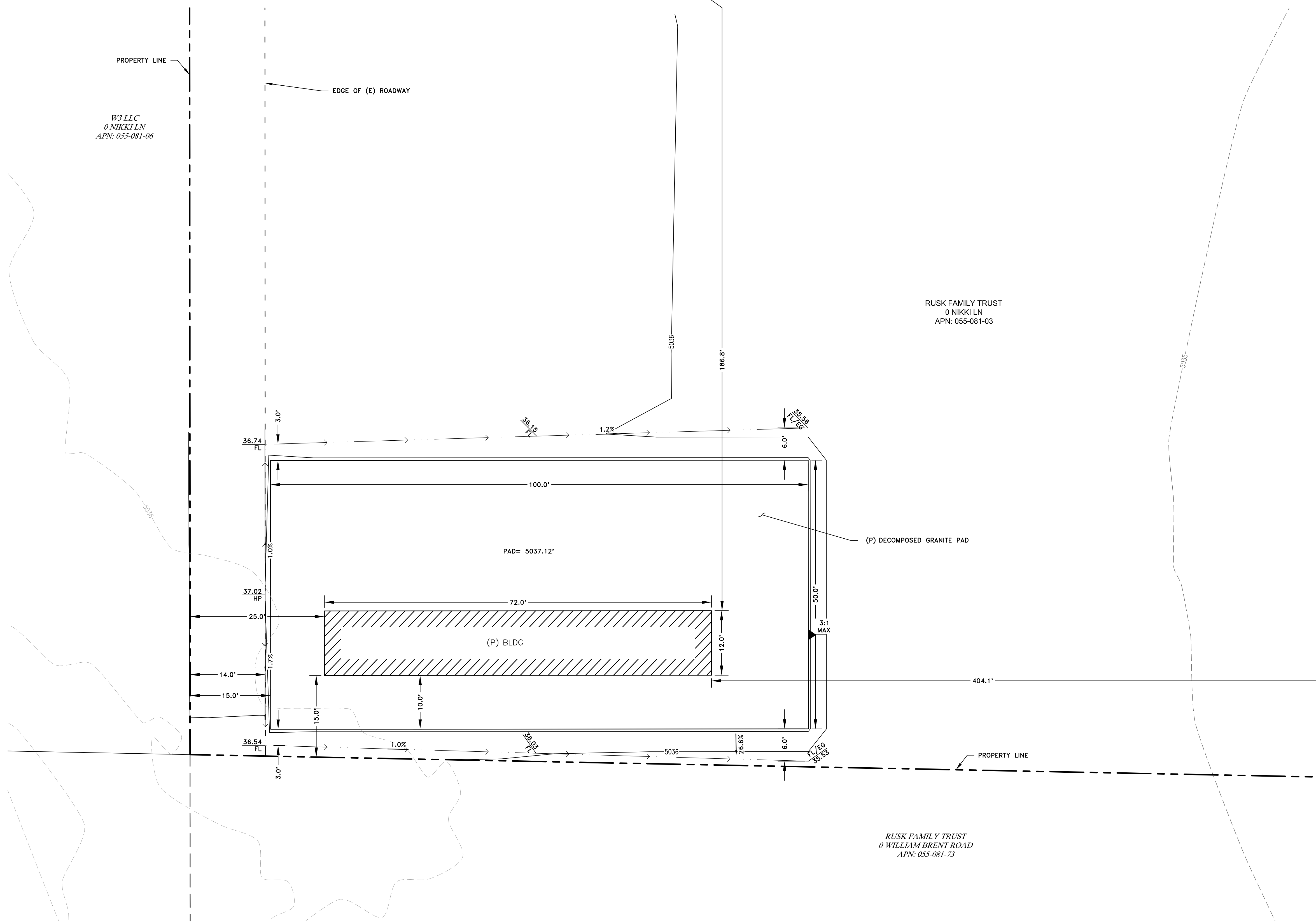


**CFA, INC.**  
LAND SURVEYORS  
CIVIL ENGINEERS  
LAND USE PLANNERS  
1150 CORPORATE BOULEVARD • RENO, NEVADA 89502  
775-856-1150 MAIN • 775-856-1160 FAX • CFAREN0.COM

RUSK SHELTER  
**SITE PLAN**  
4205 OLD US 395  
RENO, NEVADA 89704

WASHOE COUNTY NEVADA

JOB NO. 97006.08  
DESIGNED BY IM  
CHECKED BY KK  
DATE 07-07-2020  
SHEET C1.0 OF 1



WARNING: WRITTEN CONSENT IS REQUIRED OF CFA, OWNER OF DESIGNS & DRAWINGS AS INSTRUMENTS OF SERVICE, FOR DUPLICATION AND/OR DISTRIBUTION OF DOCUMENTS.



**ABBREVIATIONS:**

ADDITIONAL	ADDL
ALTERNATE	ALT
ANCHOR BOLT	A.B.
APPROXIMATE	APPROX
BEAM	BM
BEARING	BNG
BELOW	BEL
BETWEEN	BET
BLOCK	BLK
BOTH SIDES	B.S.
BOTTOM	BOT
BOUNDARY NAILING	B.N.
BUILDING	BLDG
CANISTER	CAN
CARRIAGE BOLT	C.B.
CEILING	CLG
CENTERLINE	CHNL
CHANNEL	CHL
CLEAR	CLR
COLUMN	COL
COMPLETE PENETRATION	CP
CONCRETE	CONC.
CONCRETE MASONRY UNIT	CMU
CONTINUOUS	CONT
CONTROL JOINT	CJ
CONTROL MASONRY JOINT	CM.J.
COUNTERSINK	CS
DEAD LOAD	D.L.
DETAIL	DET
DIAMETER	DIA.
DIMENSION	DIM
DITTO	DO
DOWEL JOINT	DJ
DOUBLE	DBL
ELEVATION	ELEV
DRAWING	DWG
EACH	EA
EACH END	EE
EACH FACE	EF
EACH SIDE	ES
EACH WAY	EW
EDGE NAIL	E.N.
ELEVATION	ELEV
EMBEDMENT	EMBED
EQUAL	EQ
EXISTING	(E)
EXPANSION	EXP
EXPANSION BOLT	E.B.
EXPANSION JOINT	EJ
EXTERIOR	EXT
FACE OF CONCRETE	F.O.C.
FACE OF MASONRY	F.O.M.
FACE OF STUD	F.O.S.
FIELD NAIL/FACE NAIL	F.N.
FINISH	FIN
FLOOR	FLR
FOOTING	FTG
FACE OF CONCRETE	F.O.C.
FACE OF MASONRY	F.O.M.
FACE OF STUD	F.O.S.
FIELD NAIL/FACE NAIL	F.N.
FINISH	FIN
FLOOR	FLR
FOOTING	FTG
FORCED-ENTRY FASTENERS	FEF
FOUNDATION	FDN
GAGE	GA
GALVANIZED	GALV
GLU-LAM	G.L.
GLUED-LAMINATED BEAM	G.L.B.
GYP/SUM BOARD	GYP BD
HANGER	HGR
HEADED STUD ANCHOR	HSA
HEADER	HDR
HEIGHT	HT
HEM-FIR	HFB
HIGH-STRENGTH BOLT	HSB
HORIZONTAL	HORIZ
INFO	INFO
INSIDE DIAMETER	ID
INTERIOR	INT
ISOLATION JOINT	IJ
JOIST	JST
KILN DRIED	KD
KING STUD	KING
LAMNATED VENEER LUMBER	LVL
LIGHT	LT
LIVE LOAD	LL
LONG	LG
LONG LEG HORIZONTAL	LLH
LONG LEG VERTICAL	LLV
MACHINE BOLT	MB
MALLEABLE IRON WASHER	MW
MANUFACTURER	MANUF.
MAXIMUM	MAX
MECHANICAL	MECH
MICRO-LAM (BY TRUS JST)	ML
MINIMUM	MIN
MISCELLANEOUS	MISC
NEW	(N)
NOT IN CONTRACT	N.I.C.
NOT TO SCALE	NTS
NUMBER/POUNDS	#
ON CENTER	O.C.
ONE SIDE	O/S
OPPOSITE	OPP
OPPOSITE HAND	OH
ORIENTED STRAND BOARD	O.S.B.
OUTSIDE DIAMETER	OD
OVER	OV
PARALLAM (BY TRUS JST)	PSL
PARALLEL	PARL or //
PARTIAL PENETRATION	PP
PENETRATION	PEN
PLATE	PL
PLYWOOD	PLY
POUNDS PER SQUARE FOOT	PSF
POUNDS PER SQUARE INCH	PSI
POWER ACTUATED FASTENER	P.A.F.
POWER DRIVEN FASTENER	PDF
PRESSURE TREATED or PRESERVATIVE TREATED	PT
PROPERTY LINE or PLATE	PL
RADIUS	R
REDWOOD	RWD
REFERENCE	REF
REQUIRED	REQD
ROSBORO MFG. TIMBER	RMT
SCHEDULE	SCHED
SEE ARCHITECTURAL DWGS	SAD
SEE MECHANICAL DWGS	SMD
SELF-TAPPING SCREW	STS
SHEAR WALL	SW
SIMILAR	SIM
SLAB ON GRADE	S.O.G.
SOLID BLOCK	SB
SPECIFICATION	SPEC
SQUARE	SQ
STANDARD	STD
STEEL	STL
SYMMETRICAL	SYM
THREADED	THRD
TOE NAIL	T.N.
TONGUE & GROOVE	T&G
TOP & BOTTOM	T&B
TOP OF	T.O.
TUBE STEEL	TS
TRIMMER	TRMR
TYPICAL	TYP
UNIFORM BUILDING CODE	UBC
UNLESS NOTED OTHERWISE	UNO
VERTICAL	VERT
WEIGHT	WT
WELDED STUD/WOOD SCREW	WS
WELDED WIRE FABRIC	WWF
WELDED WIRE MESH	WWM

**GENERAL NOTES AND SPECIFICATIONS:**

- DIVISION 1 - GENERAL**
- All work shall conform to the 2012 IBC and applicable local codes.
  - Where applicable allowable stresses have been increased 15% (Except Alpine and Placer Counties) for short duration and 60% for seismic and wind loading.
  - Dunagan Engineering, Inc. is responsible for the structural items in the plans only. Should any changes be made, or should the results of these calculations not be fully or properly transferred to the plans by others, Dunagan Engineering, Inc. assumes no responsibility for the structure. No deviation from structural details shall be made without the written approval of the Structural Engineer. Approval by governing agency does not constitute authority to deviate from plans or specifications.
  - All codes and standards shall be the most current edition as of the date of the calculations.
  - The details shown on the drawings are typical. Similar details apply to similar conditions.
  - The calculations are based upon a complete structure. Should an unfinished structure be subjected to loads, Dunagan Engineering, Inc. should be consulted for an interim design or if not, will assume no liability.
  - Temporary supports, etc., are the sole responsibility of the framing contractor and have not been considered by the structural engineer. Framing contractor is responsible for the stability of the structure prior to the application of shear walls, roof and floor diaphragms and finish materials. He shall provide the necessary bracing to provide stability prior to the application of the aforementioned materials. Observation visits to the site by representative of the Structural Engineer do not include inspections of construction means and methods.
  - Observation performed by Architect and/or Structural Engineer during construction are not continuous and detailed inspection services are performed by others. Observations performed by Structural Engineer are performed solely for the purpose of determining if contractor understands design intent conveyed in the contract documents. Observations do not guarantee contractor's performance and are not to be construed as supervision of construction.
  - Dunagan Engineering, Inc. expressly reserves its common law copyright and other property rights in these plans. These plans are not to be reproduced, changed or copied in any manner whatsoever, nor are to be assigned to a third party without first obtaining the written permission and consent of Dunagan Engineering, Inc. In the event of unauthorized reuse of these plans by a third party, the third party shall hold Dunagan Engineering, Inc. harmless. These drawings and all written material herein are instruments of service and constitute original and unpublished work of the Engineer. They remain the property of the Engineer, whether the project for which they are made be executed or not. They may not be duplicated, used on other projects or by other than the original Owner whose name appears herein without the express written consent of the Engineer.
  - Adhesive anchors shall be Simpson SET-XP Epoxy per ICBO ESR-2508 with ASTM A36 threaded rod or approved equal, u.n.o. Expansion anchors shall be Simpson Strong Bolts per ICBO-ESR-1771, u.n.o. Adhesive or expansion anchors shall not be installed without authorization by Structural Engineer and until concrete and masonry has cured to design strength.
- DIVISION 2 - FOUNDATION**
- Building sites are assumed to be drained and free of clay or expansive soil. Any other conditions should be brought to the attention of Dunagan Engineering, Inc.
  - These calculations assume stable, undisturbed soils and level or stepped footings. Any other conditions should be reported to Dunagan Engineering, Inc.
  - All footings shall bear on undisturbed soil with a footing depth 24" below frostline.
  - All finish grade shall slope away from foundation for a minimum of 10'-0".
  - An assumed soil bearing pressure is determined and will be increased in accordance with IBC Table 1806.2.
  - Fill material shall be free from debris, vegetation, and other foreign substances.
  - Backfill trenches shall be compacted to 90% relative density per ASTM D1557 to within 12" of finished grade. The top 12" shall be landscape fill.
  - Backfill at pipe trenches shall be compacted on both sides of pipe in 6" lifts.
  - Waterproof exterior faces of all foundation walls adjacent to usable spaces. Waterproofing of all foundation and retaining walls to be the responsibility of the owner and/or contractor.
  - All backfill against foundation walls must be compacted to 90% relative density, unless otherwise directed by a soils report.
  - Perforated pipe sub-drain typical behind all retaining walls. Use 4" diameter PVC except where noted otherwise. Slope pipe to drain to daylight and drywell.

- DIVISION 3 - CONCRETE**
- All concrete shall have a minimum 28 day compressive strength of 2500 psi for footings and 2500 psi for retaining walls, U.N.O. Per Table R402.2 of the IRC and Table 1904.2 of the IBC all exterior vertical concrete and slabs on grade exposed to weather, including garage slabs, shall have a minimum 28 day compressive strength of 3500 psi. No special inspection is required as design assumes 2500 psi.
  - Reinforcement shall be per ASTM A615 grade 60 ksi, U.N.O.
  - Lap reinforcing Per Detail 10/SO.2, U.N.O.
  - Reinforcement cover in cast-in-place concrete shall be as follows:
    - 3" - Concrete cast against and permanently exposed to earth.
    - 1 1/2" - Concrete exposed to earth or weather with #5 bars or smaller.
    - 1 1/2" - Concrete not exposed to weather or in contact with ground, #11 bars and smaller.
    - 1 1/2" - Beams, columns, and plaster, cover over ties.
    - 1 1/2" - Clear to top for reinforcement in slabs on grade.
  - All slabs on grade, S.O.G., shall have a minimum thickness of 4" and be reinforced with #3 at 18" o.c., or with Fibermesh as per manufacturers specifications equivalent to reinforcement specified above, U.N.O.
  - Concrete shall be air-entrained to 6% +/- 1%. (For exterior slabs only)
  - Provide slab control joints (saw cut or plastic inserts) at 10'-0" maximum spacing each way for 4" slab. Joint depth to be 1/4 of slab depth.
  - All Post Tension concrete shall be Type II and have a minimum 28 day compressive strength of 4000 psi, U.N.O.
  - Post Tension Concrete shall be air-entrained per Post Tension Designer.

- DIVISION 5 - METALS**
- All hardware called for shall be Simpson Strong-Tie Co., Inc. and installed per the manufacturers specifications, U.N.O.
  - Structural steel shall conform to ASTM A992, grade 50 U.N.O. Miscellaneous steel such as plates, channels and angles may be ASTM A36. Steel pipe columns shall conform to ASTM A53, Type E or S. Steel tube sections shall conform to ASTM A500, Grade B.
  - All steel exposed to weather shall be hot-dip galvanized after fabrication or other approved weather proofing methods may be used.
  - Where finish is attached to steel provide 1/2" dia. bolt holes at 36" o.c., U.N.O. For attachment of nailers see architectural drawings for finishes. (alternate 1/2" dia. x 3" nelson studs at 36" o.c., U.N.O.)
  - Provide slab control joints (saw cut or plastic inserts) at 10'-0" maximum spacing each way for the manufacturer.
  - Shop drawings shall be submitted to the Structural Engineer for review and comment prior to fabrication.
  - All welding shall conform to the American Welding Society specifications. All welding shall be performed by certified welders approved by the local building authority. All shop welding shall be in an approved fabricator shop authorized by the local building authority or special inspection per the IBC shall be provided. All field welding shall require special inspection per IBC Section 1704.
  - All welding electrodes shall be E70XX or shielded wires with Fy = 70 ksi.
  - All nails specified are common nails. No substitutions unless approved in writing by Dunagan Engineering, Inc. or specifically addressed in these calculations or the plans. All nails exposed to weather shall be galvanized. Fasteners for pressure-preservative treated and fire-retardant treated wood shall be of hot-dipped zinc coated galvanized, stainless steel, silicon bronze or copper.
  - The minimum nailing for all framing shall conform to IBC Table 2304.9.1
  - All bolts specified must meet ASTM A307. Bolt holes to be 1/32" to 1/16" larger than specified bolt. Washers shall be used at each bolt head and nut next to wood. All washers to be not less than standard cut washers.
  - Wood plates or sills shall be bolted to the foundation or foundation wall. Steel bolts with a minimum nominal diameter of 1/2" inch shall be used. Bolts shall be embedded at least 7 inches into the concrete or masonry. In a two pour system embedment shall be into the first pour. There shall be a minimum of two bolts per piece with one bolt located not more than 12 inches or less than 7 bolt diameters from each end of the piece.
  - Plate washers a minimum of 3"x3"x1/4" thick shall be used on each bolt. See IBC section 2305.3.11 for alternate.

**THESE NOTES APPLY TO ALL SHEETS**

- It shall be the contractor's direct responsibility to comply with typical details and general notes as delineated or defined on the typical detail drawings of these contract documents regardless of specific flagging or reference to applicable note or detail.
- It shall be the contractor's responsibility to coordinate with all trades regarding utilities passing through and under footings. Structural requirements for these conditions are delineated in typical details.
- Top of footing elevations noted are minimum. See note 2 for additional requirements.
- Contractor to verify and coordinate all locations and sizes of openings in slabs, slab depressions, and curbs for all related construction prior to floor layout or construction. Contractor shall then use appropriate details or appropriate wall section for each applicable condition.
- Contractor to verify dimensions with architect prior to construction.
- Drawings are diagrammatic in nature and are not intended to indicate every opening or penetration in roof or other structure. Contractor shall coordinate and verify location and size of all such openings and penetrations with related subcontractors prior to roof or other framing layout or construction. Contractor shall then use appropriate typical or referenced details for each opening or penetration.
- Contractor to verify with appropriate sub-contractors the exact location, weight, and intended method of attachment of all items to be suspended from or in any way attached to any roof framing or other structural member unless such item(s) are clearly addressed by the structural construction documents. This information shall be transmitted in writing to structural engineer prior to final design or fabrication of structural framing members.
- Contractor to verify all existing conditions and dimensions and notify the architect in writing of any discrepancies.

**SPECIAL INSPECTIONS AND DEFERRED SUBMITTALS:**

- Special inspection, per the International Building Code chapter 17, Table 1704.3 for steel and 1704.4 for concrete shall be required for the following types of work. See project Specifications for specified requirements:
  - All concrete work for strengths greater than 2500 psi, except for slabs on grade, footings and non structural concrete.
  - All reinforcing steel for concrete strengths greater than 2500 psi.
  - All field welding (except metal studs, furring channels, etc.). Shop welding for procedures and multiple pass welds.
  - All full penetration welds shall be specially inspected in accordance with AWS and the current International Building Code.
  - All fillet welds shall be visually inspected in accordance with AWS and the current International Building Code.
  - All masonry work, see notes under "MASONRY" for requirements. All masonry inspection shall also comply with the National Concrete Masonry Institute.
  - Bolts installed in conc. or masonry. Does not include sill PL, anchor bolts and Holdown anchor bolts.
  - All ASTM A-325 and/or ASTM A-490 High Strength Bolts.
  - All expansion bolts and adhesive anchors.
  - All grouted dowels.
  - All insulating concrete.

**DESIGN CRITERIA**

2012 International Building Code (IBC)  
Local Building Department Standards  
Soil Bearing (IBC Table 1806.2)

**WIND DESIGN DATA**

Ultimate Design Wind Speed, Vu = 130 m.p.h. (3-Second Gust)  
Risk Category II  
Wind Importance Factor, Iw = 1.00  
Wind Exposure C  
Internal Pressure Coefficient = +/- 0.18  
Components & Cladding Design Pressures (ASCE 7 Section 30.5.2):  
a = 3.0 ft (ASCE 7 Figure 30.5-1)

**SEISMIC DESIGN DATA**

Importance Factor, Ie = 1.00 (Risk Category II)  
Ss = 1.402 g and S1 = 0.472 g  
Site class = D  
SDs = 0.935 g, SD1 = 0.481 g  
Seismic design category = D  
Basic seismic-force-resisting system(s) =  
Ordinary Steel Moment Frames; R = 3.5  
N/S Design Base Shear (LRFD) =  
E/W Design Base Shear (LRFD) =  
Cs = 0.187  
Analysis Procedure Used = Equivalent Lateral Force Procedure

**SNOW LOAD DATA:**

Site Elevation < 5000 FT  
Ground Snow Load Pg = 41 psf  
Flat-Roof Snow Load Pf = 25 psf  
Snow Exposure Factor Ce = 0.8  
Snow Importance Factor Is = 0.9  
Thermal Factor Ct = 1.2

**RAFTER LOADING:**

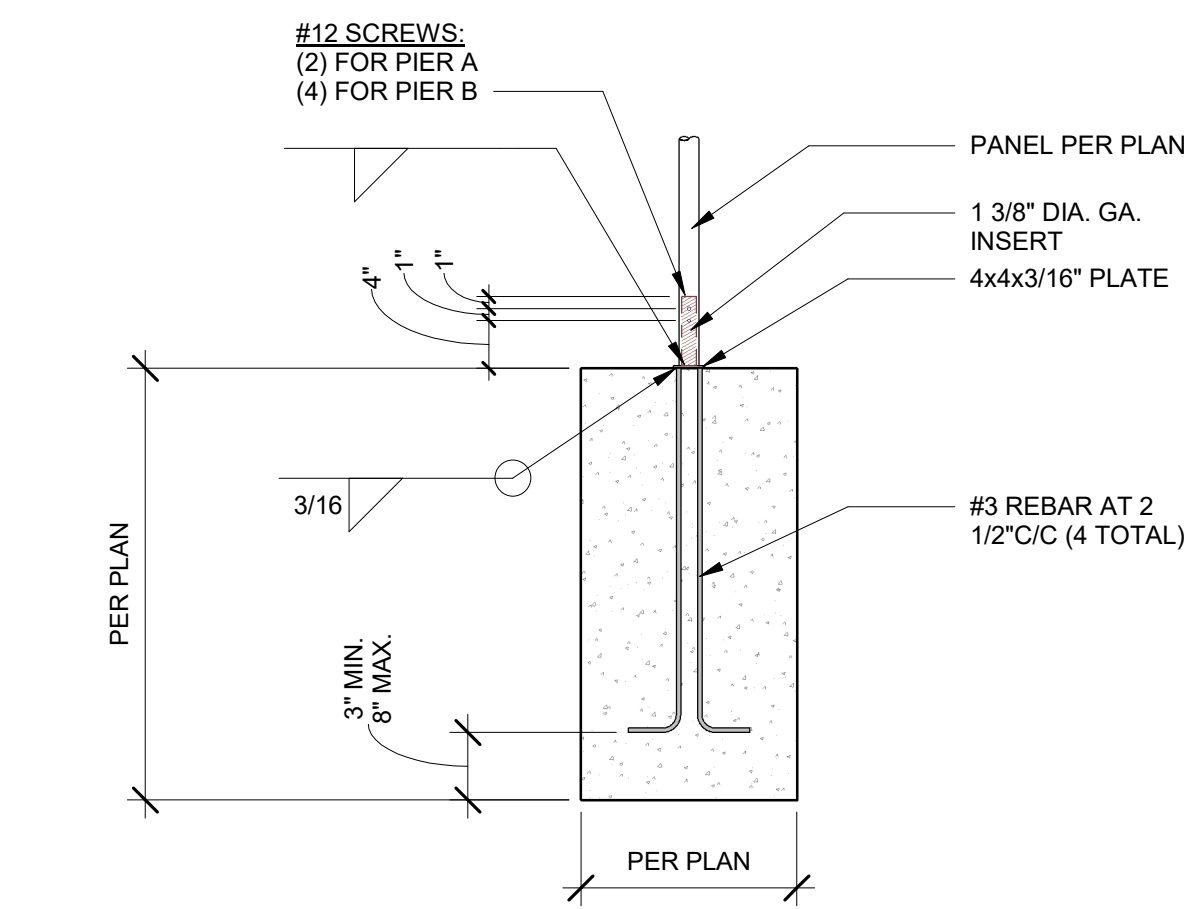
Snow Load =	25 PSF	(INCLUDES 5 PSF DEAD LOAD FOR SOLAR PANELS; DO NOT LOCATE AT EYEBROW ROOF)
Dead Load =	10 PSF	
Total Load =	35 PSF	

**SOILS & FOUNDATIONS**

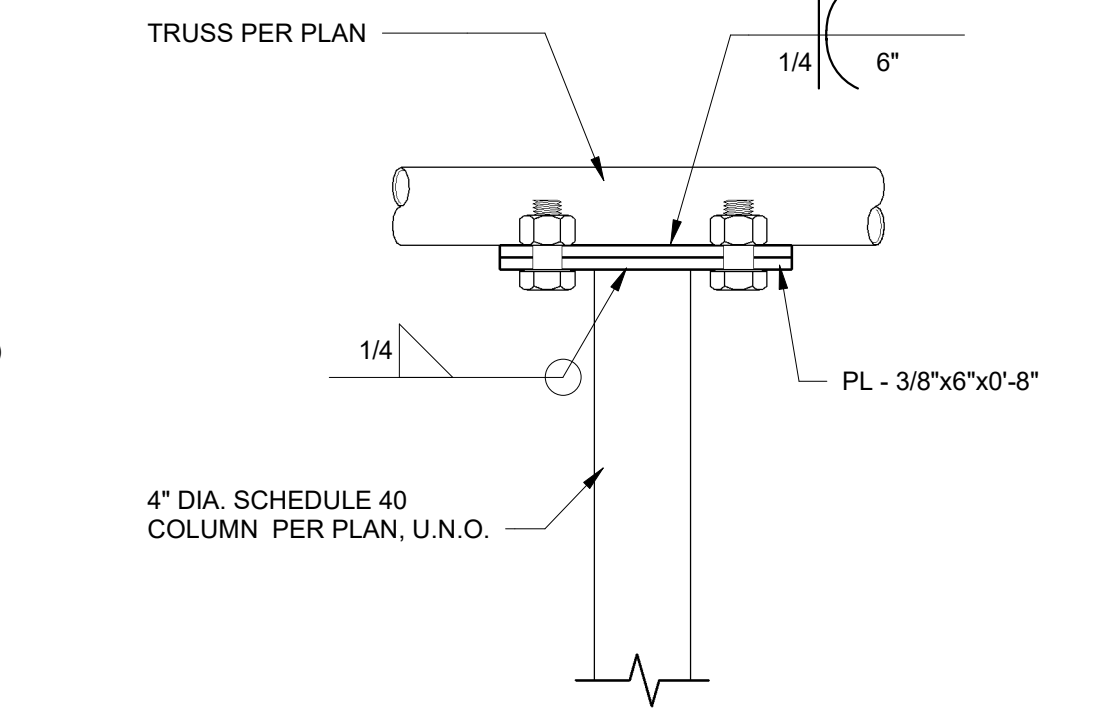
Dunagan Engineering, Inc. has not made a geotechnical review of the building site and is not responsible for general site stability or soil suitability for the proposed project. A review by a geological engineer or qualified civil engineer may be desirable. Foundation design is based on minimum footing dimensions and bearing capacities set forth in Table 1806.2 of Chapter 18 in the 2012 International Building Code. Assume Class 4 soil with allowable soil bearing pressure of 2000 psf., with a constant expansion index less than 20. Footings shall extend 24" (minimum) below grade.

**PLAN NOTES:**

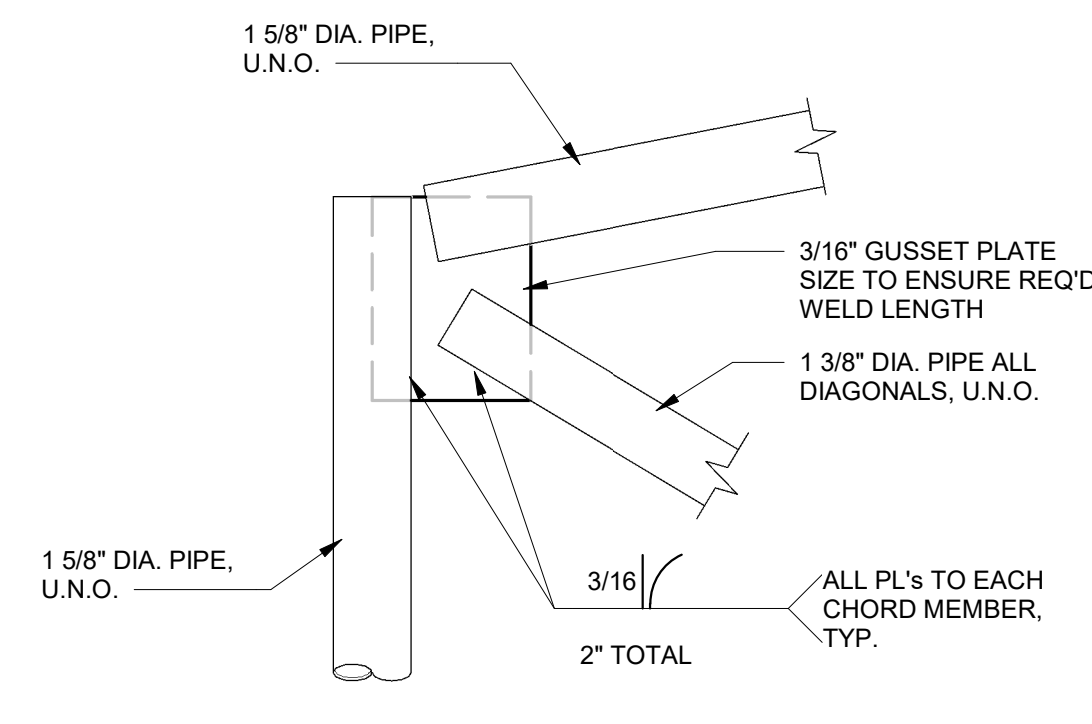
- STEEL PIPE COLUMNS SHALL CONFORM TO ASTM A53 TYPE E or S PROVIDE 16 GA. TUBING U.O.N.
- STEEL TUBING SETIONS SHALL CONFORM TO ASTM A500, GRADE B.
- ALL WELDING SHALL BE IN ACCORDANCE w/ AWS SPECIFICATIONS. ALL SHOP WELDING SHALL BE BY FABRICATOR AUTHORIZED BY THE LOCAL BUILDING AUTHORITY w/ U.B.C.
- ALL WELDING ELECTRODES SHALL BE E70XX OR SHIELDED WIRES w/ Fy > 70 KSI
- NO FIELD WELDING
- METAL ROOFING:  
AMERICAN BUILDING NUCOR - 26 GA LONG SPAN ROOFING ATTACH AS FOLLOWS:  
SUPPORTS: 3/12 TEK SCREWS AT 12" o.c  
ROOF SIDE LAP: (2) #10 TEK SCREWS PER PLAN  
SIDING: 3 ROWS (TOP, MIDDLE & BOTTOM) #2 TEK SCREWS AT 12" o.c.



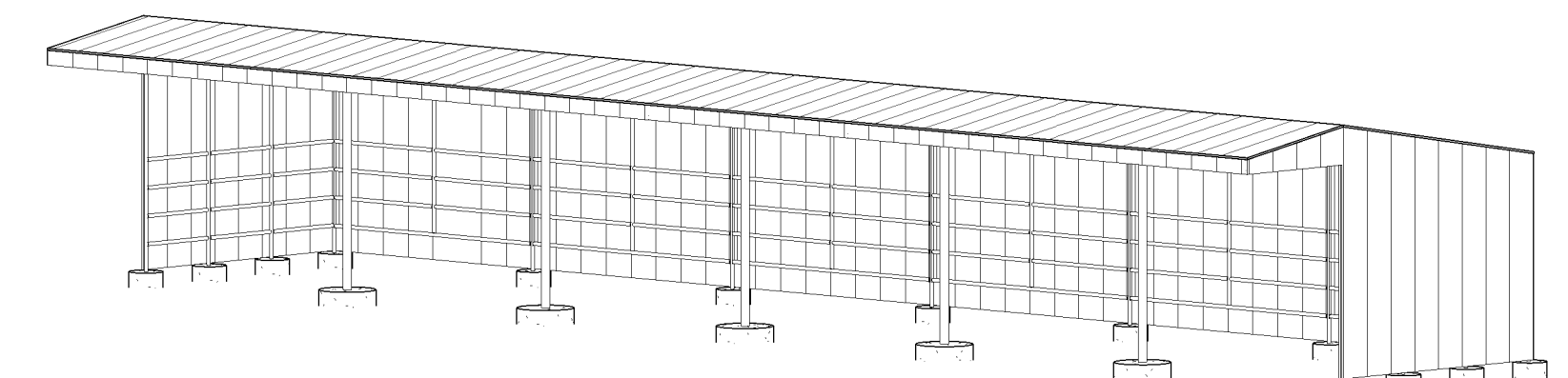
**4 PIER FOOTING**  
3/4" = 1'-0"



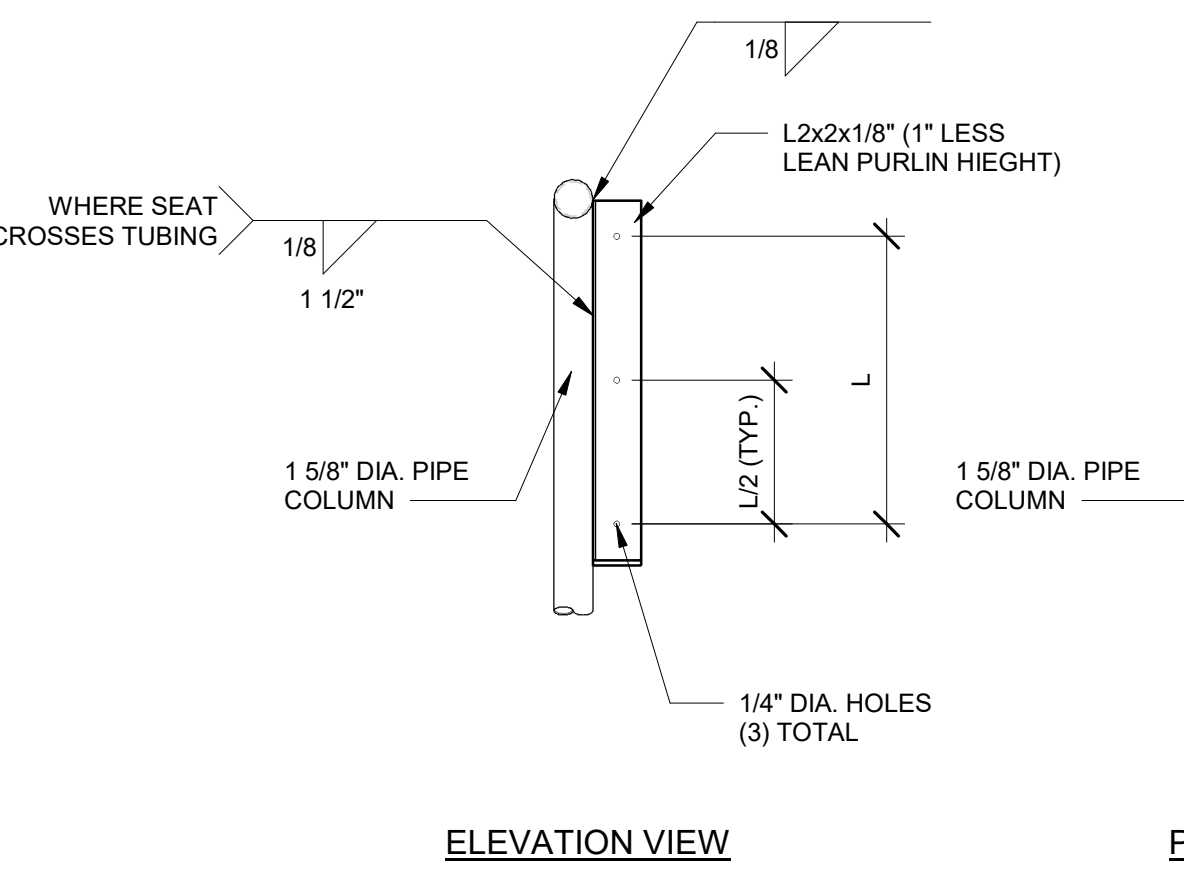
**5 TOP OF POST TO TRUSS**  
3" = 1'-0"



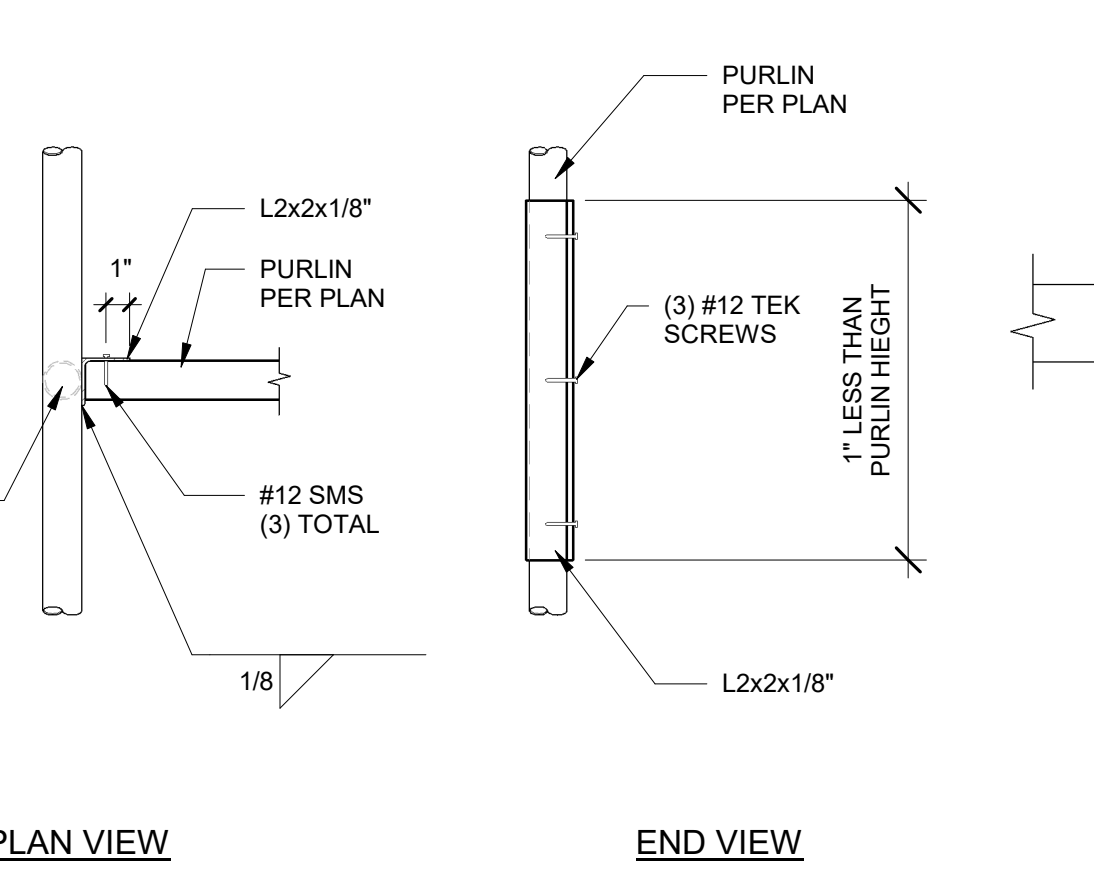
**6 TYP. GUSSET PLATE**  
3" = 1'-0"



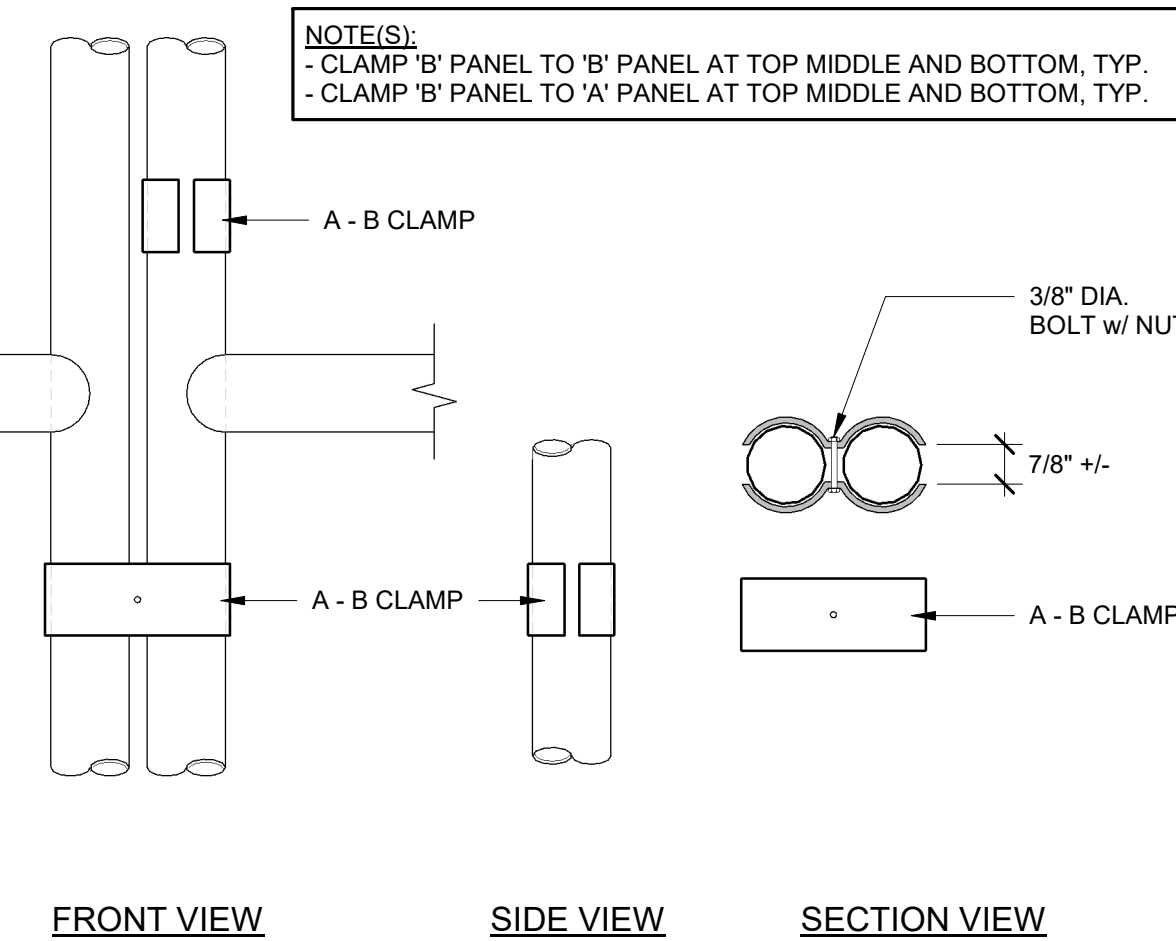
**72'x12' SHELTER**



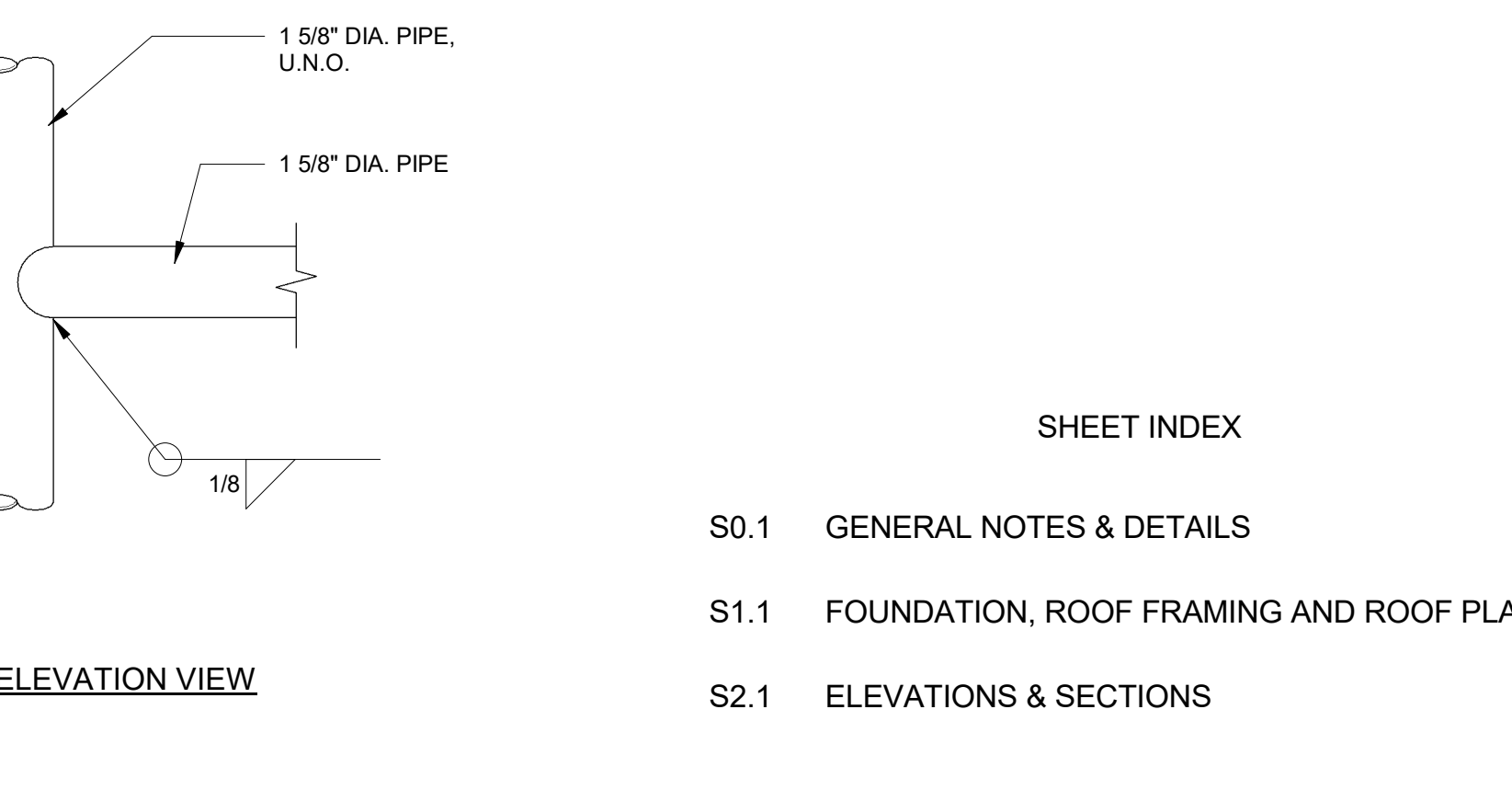
**1 PURLIN SEAT**  
1 1/2" = 1'-0"



**2 TYP. CLAMP DETAIL**  
3" = 1'-0"



**3 TYP. PIPE WELD**  
3" = 1'-0"



**ELEVATION VIEW**

**SHEET INDEX**

S0.1	GENERAL NOTES & DETAILS
S1.1	FOUNDATION, ROOF FRAMING AND ROOF PLAN
S2.1	ELEVATIONS & SECTIONS

REVISIONS		
#	Date	Description

**BARY MANUFACTURING & SUPPLY**  
16 STOKES DRIVE  
CARSON CITY, NEVADA 89706  
OFFICE: 775-246-9181

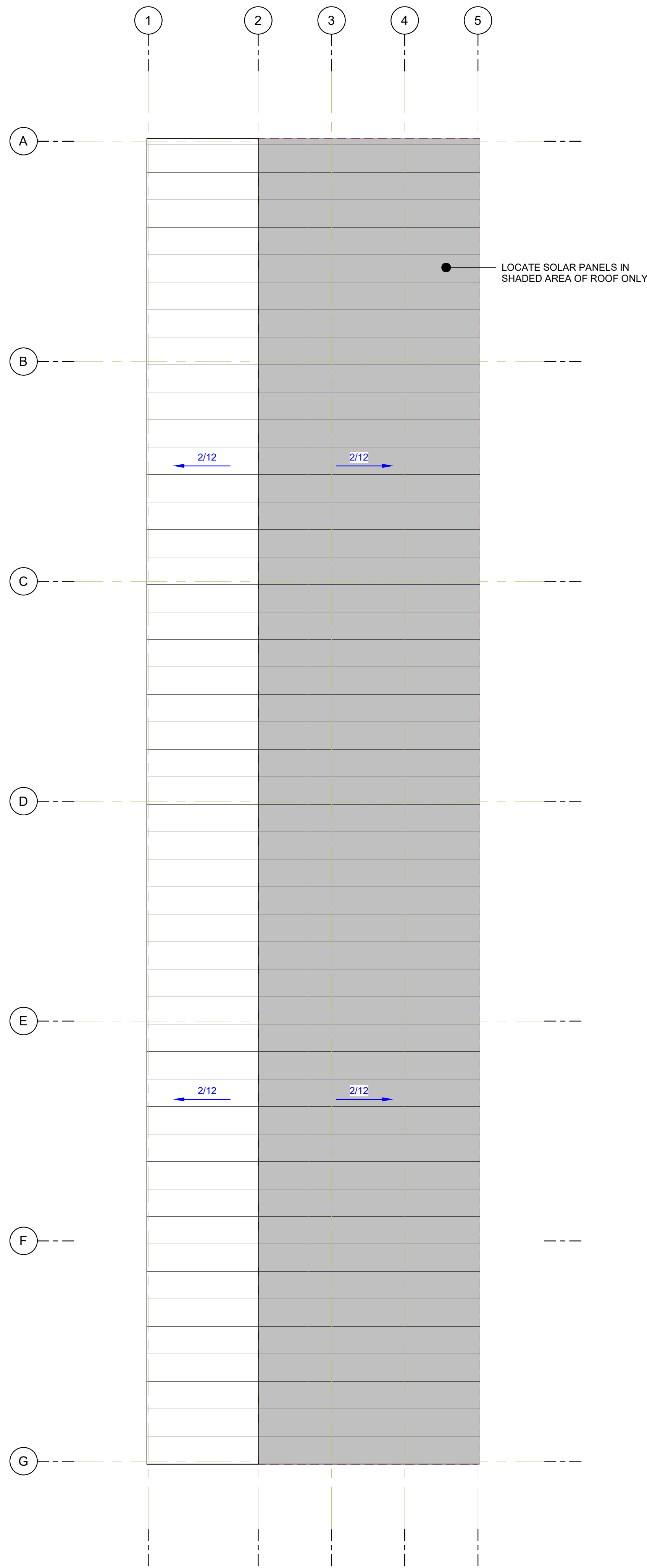
**DEI**  
engineers  
Dunagan Engineering, Inc.  
4790 Caughlin Parkway #766, Reno, NV 89519  
P. 775.329.2733 F. 888.673.0790 | W. DEEngineers.com

**STRUCTURAL ONLY**  
Professional Engineer Seal for Brian Dunagan, State of Nevada, No. 9987, Exp. 12-31-2020.  
3/18/2020 9:23:54 AM

**RUSK SHELTER**  
72'x12' - 5 STALL SHELTER  
4205 OLD US 395  
RENO, NEVADA 89704

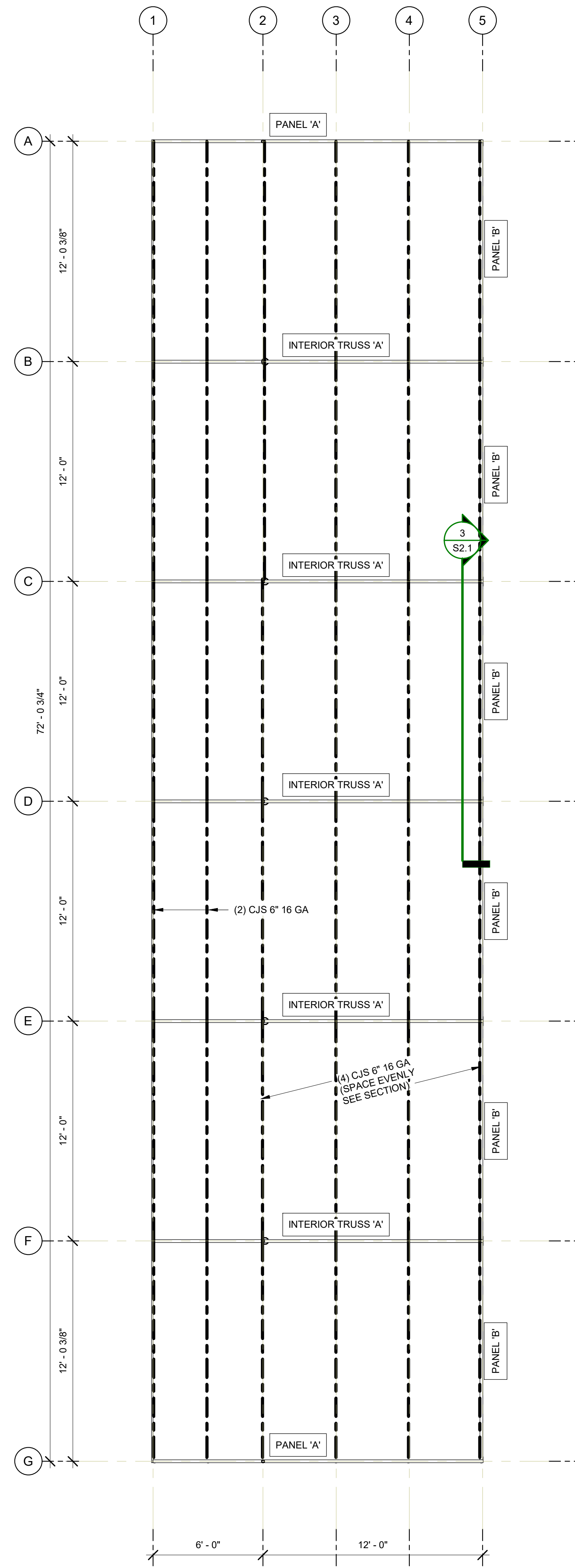
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DATE	3-18-20
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JOB NO.	B16020
SHEET NO.	S0.1
OF SHEETS	





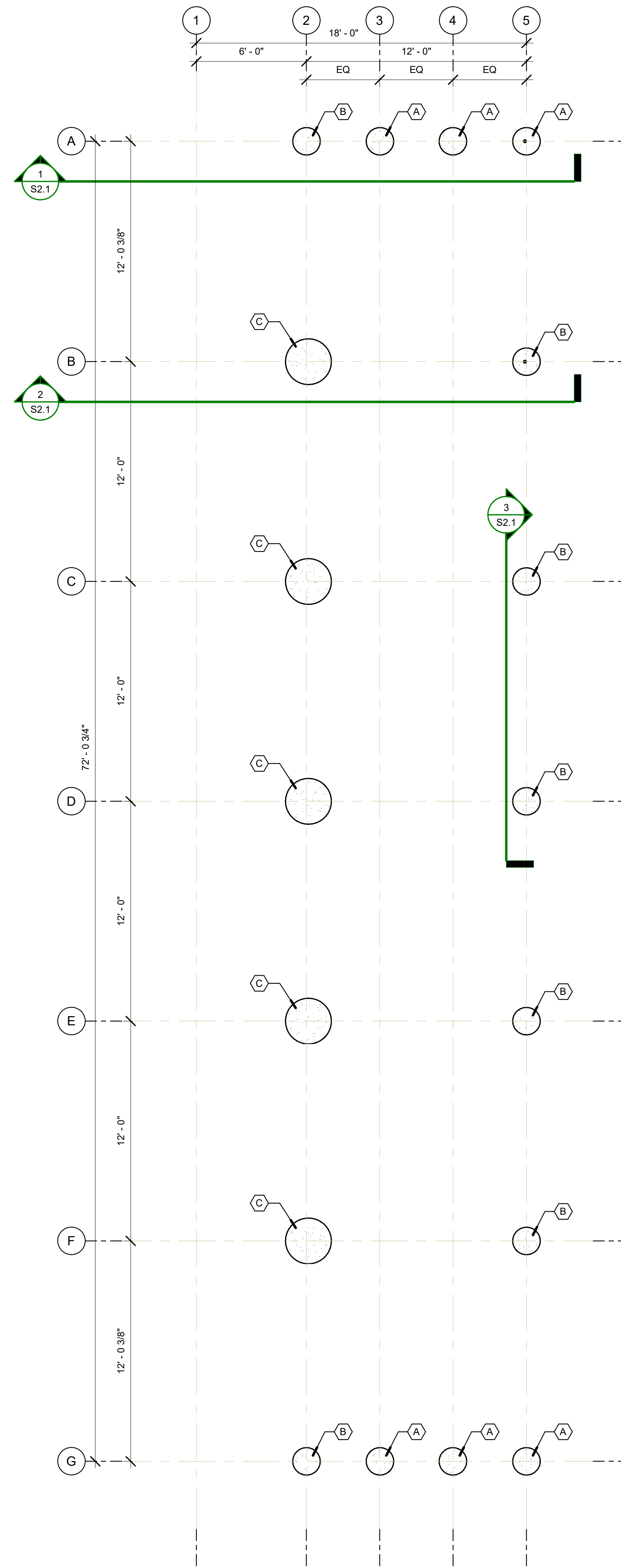
**ROOF PLAN**

1/4" = 1'-0"



**ROOF FRAMING PLAN**

1/4" = 1'-0"



**FOUNDATION PLAN**

1/4" = 1'-0"

**PIER SCHEDULE:**

A	18" DIA. x 24" CONCRETE PIER
B	18" DIA. x 36" CONCRETE PIER
C	30" DIA. x 48" CONCRETE PIER

ALL PIERS TO BE PLACED A MIN. 24" BELOW GRADE

**REVISIONS**

#	Date	Description	By

**BAR-Y MANUFACTURING & SUPPLY**  
 16 STOKES DRIVE  
 CARSON CITY, NEVADA 89706  
 OFFICE: 775-246-9181

**DEI Engineers**  
 Dunagan Engineering, Inc.  
 4790 Caughlin Parkway #766, Reno, NV 89519  
 P. 775.329.2733 F. 888.873.0790 | W. DEEngineers.com

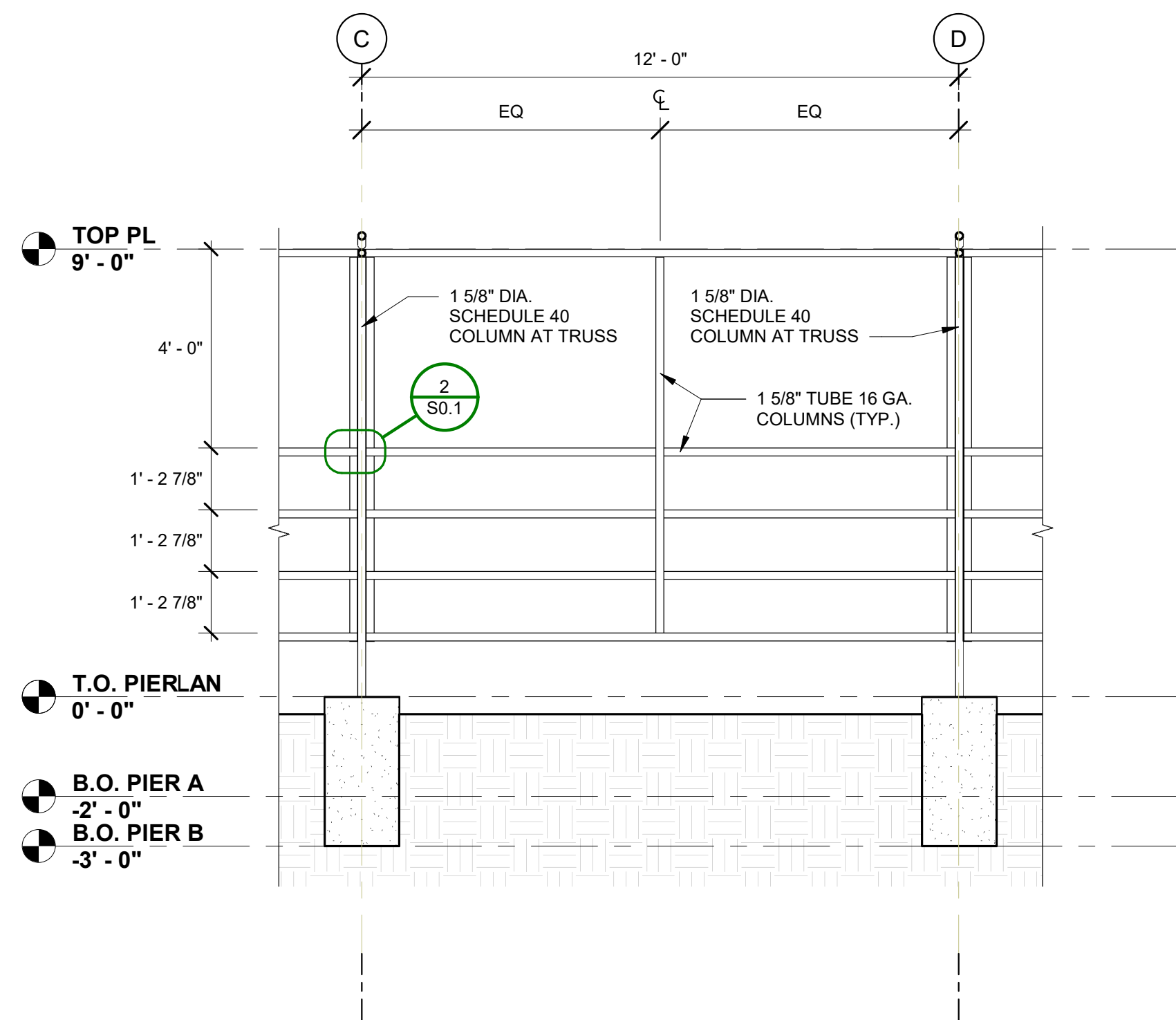
**STRUCTURAL ONLY**

REGISTERED PROFESSIONAL ENGINEER - STATE OF NEVADA  
 BRIAN D. DUNAGAN  
 EXP. 12-31-2021  
 No. 9981

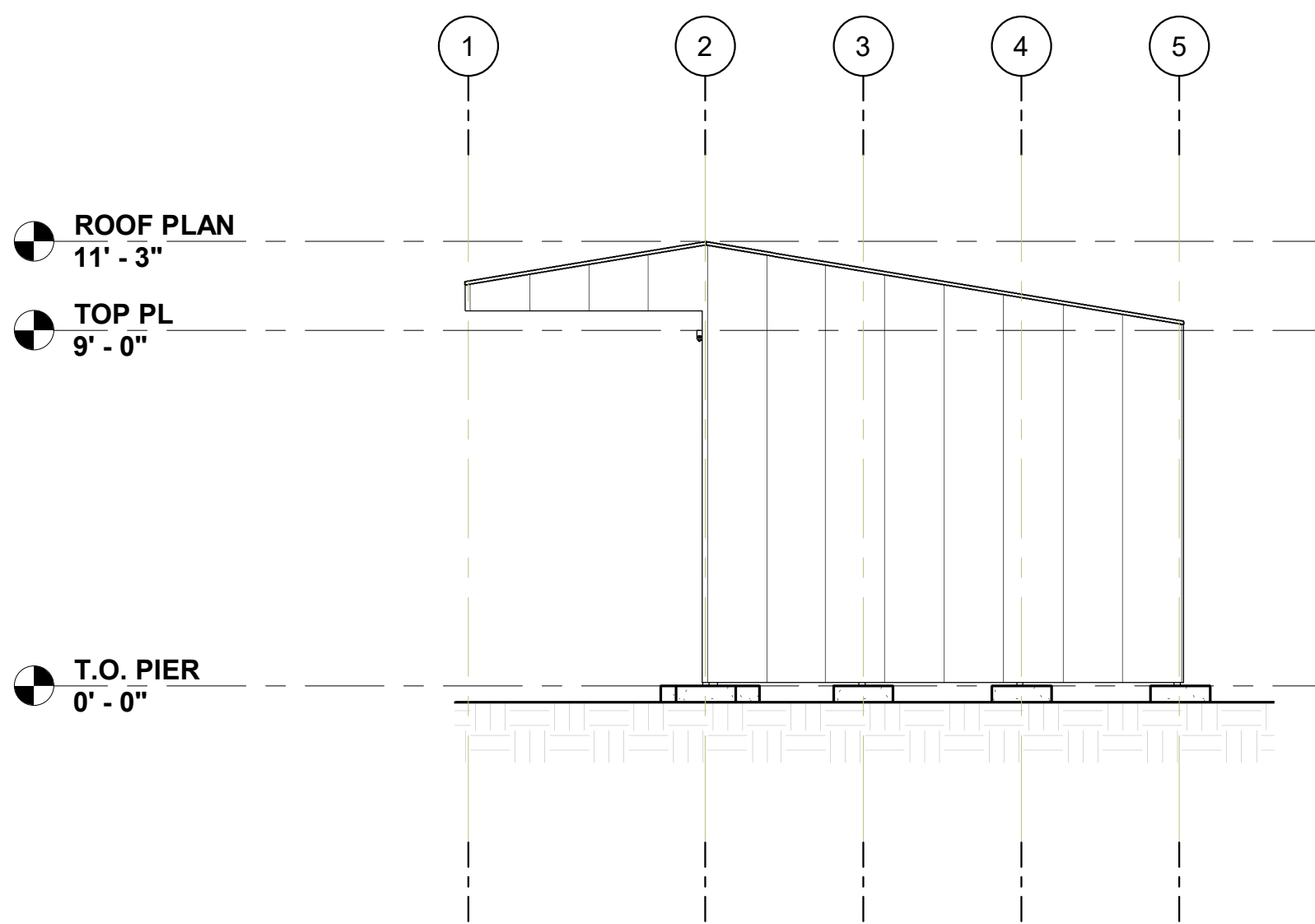
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**RUSK SHELTER**  
 72'x12' - 5 STALL SHELTER  
 4205 OLD US 395  
 RENO, NEVADA 89704

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DATE	3-18-20
SCALE	AS NOTED
JOB NO.	B16020
SHEET NO.	<b>S1.1</b>
OF SHEETS	

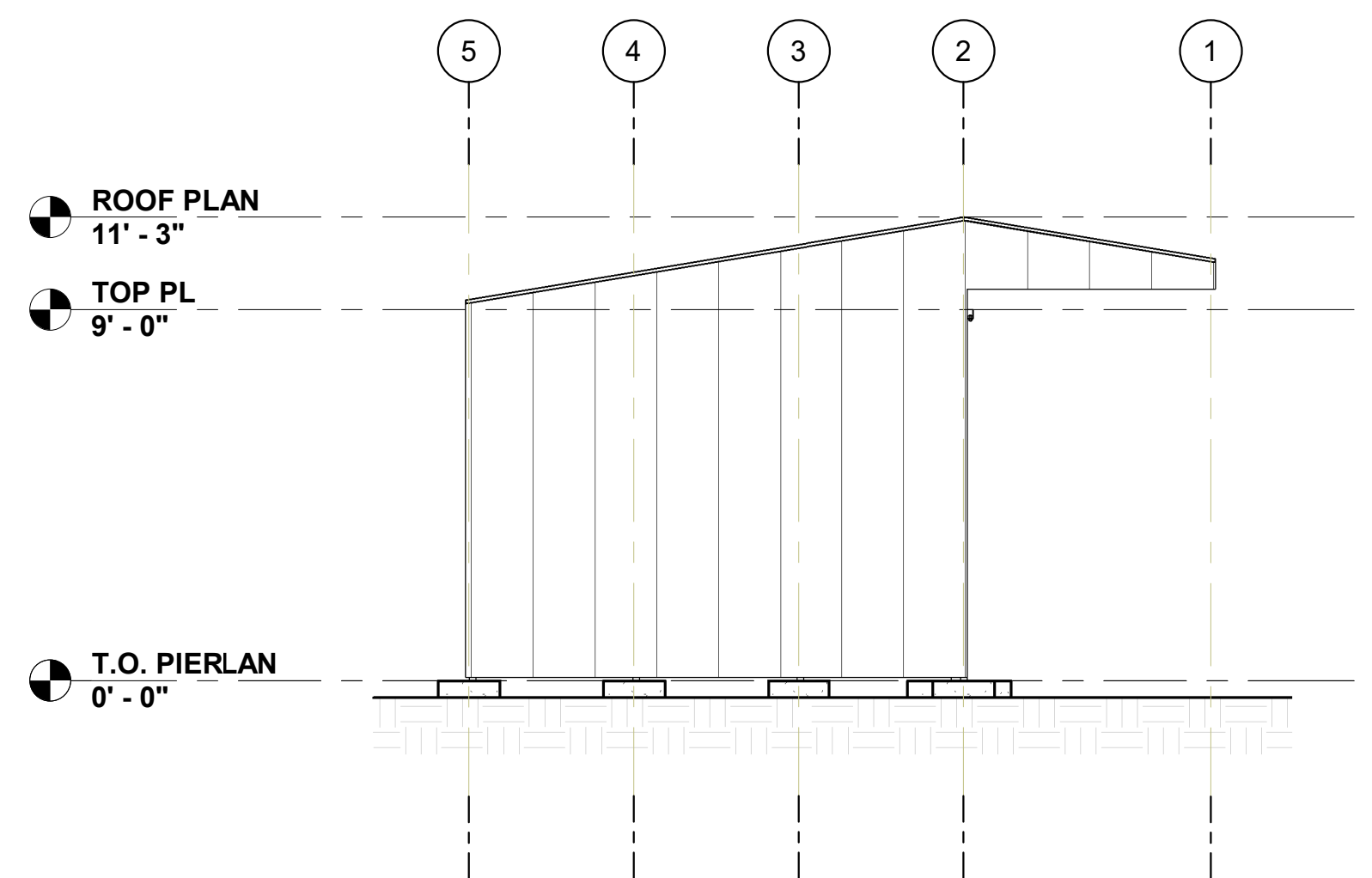


**3** PANEL 'B'  
3/8" = 1'-0"



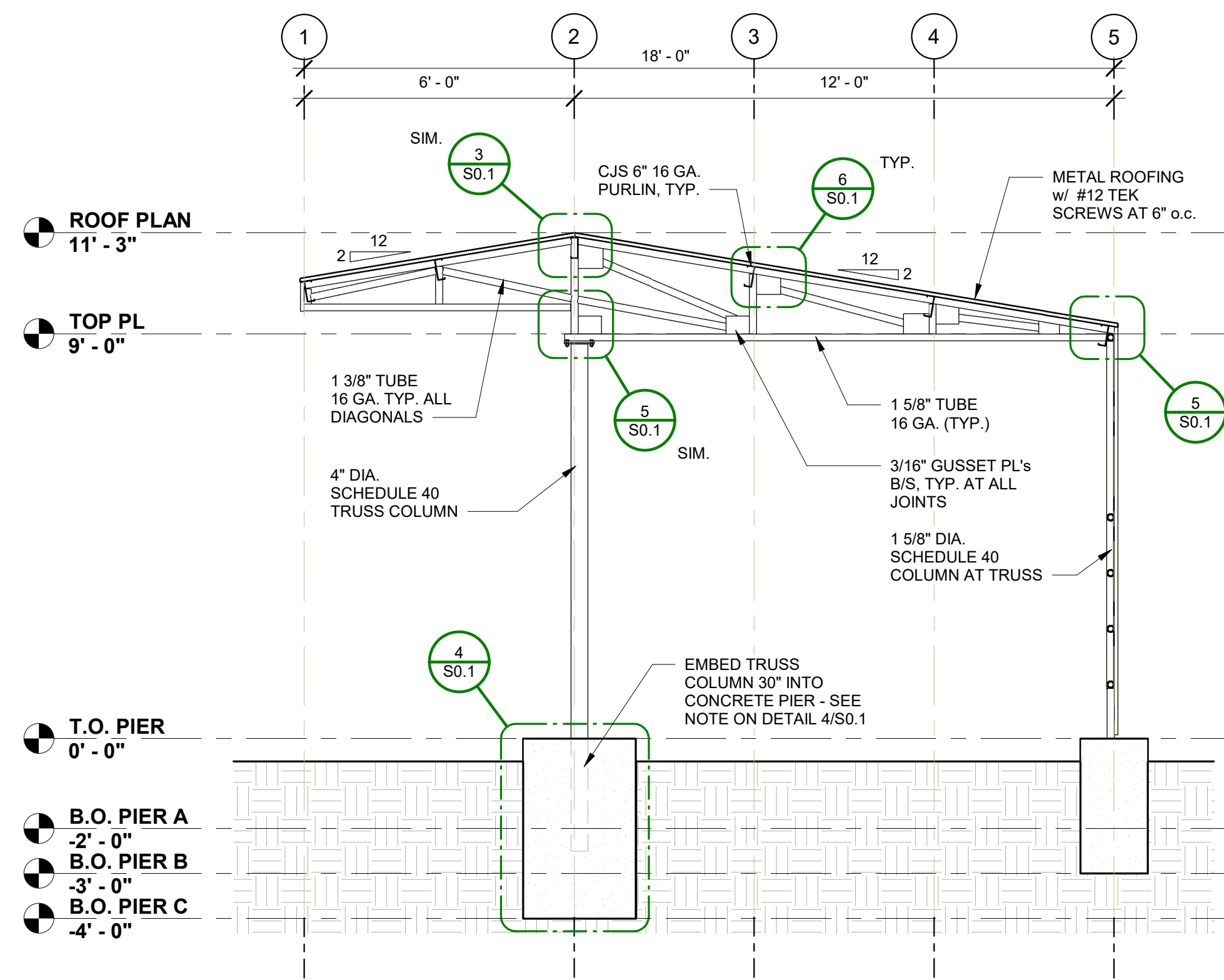
**WEST ELEVATION**

1/4" = 1'-0"

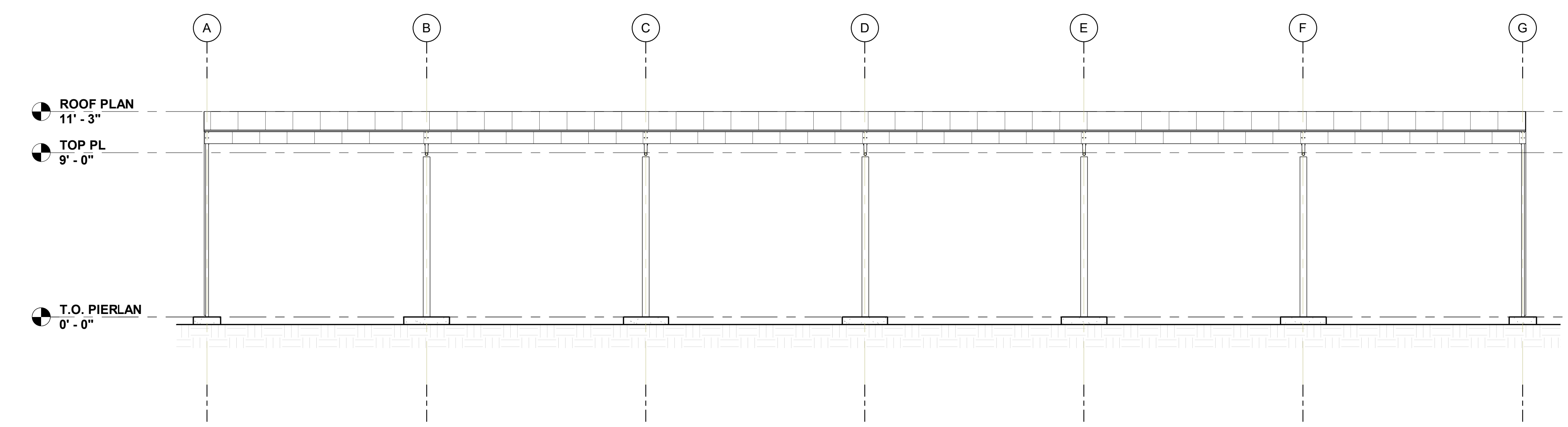


**EAST ELEVATION**

1/4" = 1'-0"

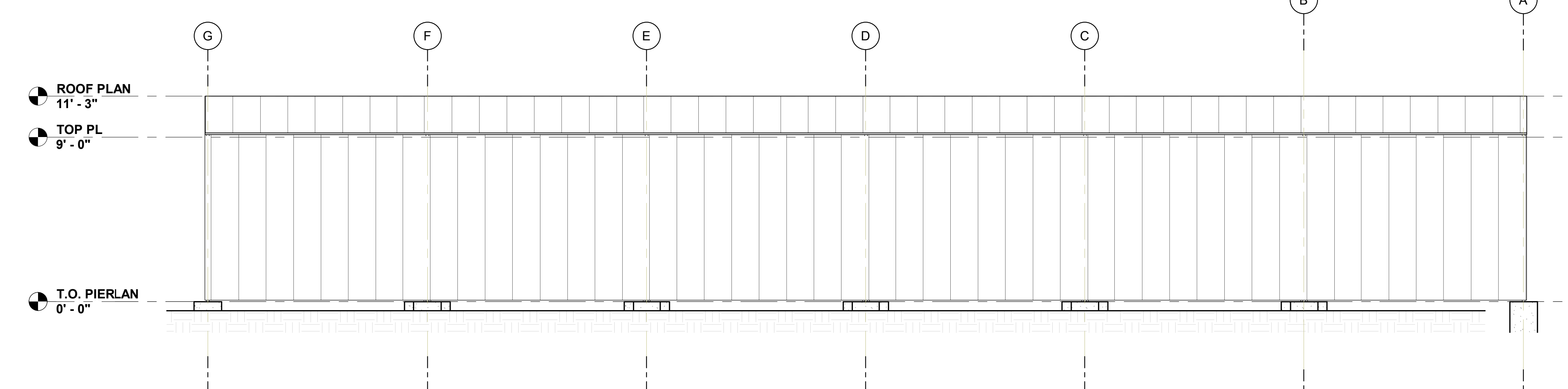


**2** INTERIOR TRUSS 'A'  
3/8" = 1'-0"



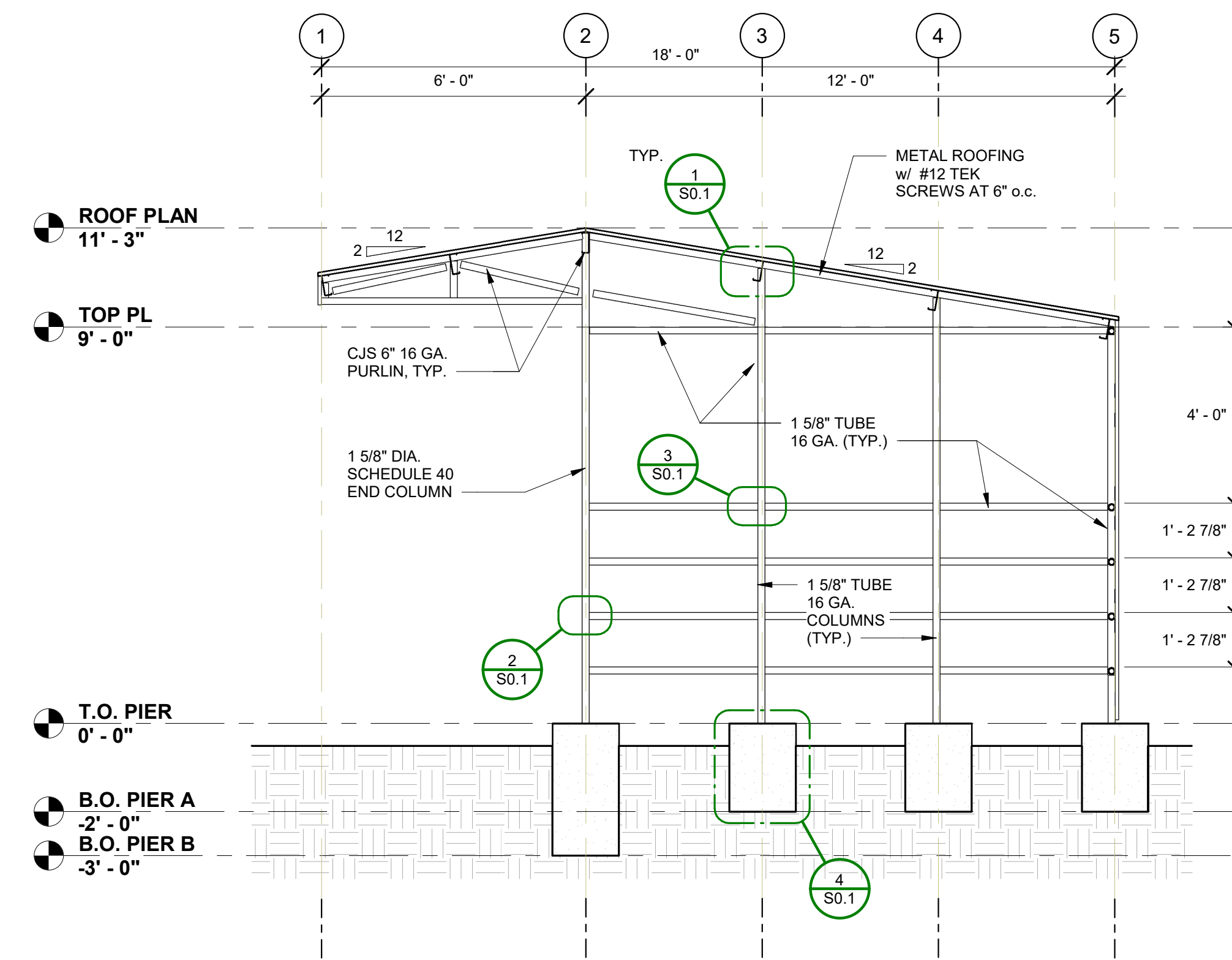
**NORTH ELEVATION**

1/4" = 1'-0"



**SOUTH ELEVATION**

1/4" = 1'-0"



**1** PANEL 'A'  
3/8" = 1'-0"

REVISIONS			
#	Date	Description	By

**BARY MANUFACTURING & SUPPLY**  
16 STOKES DRIVE  
CARSON CITY, NEVADA 89706  
OFFICE: 775-246-9181

**DEI**  
*engineers*  
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STRUCTURAL ONLY

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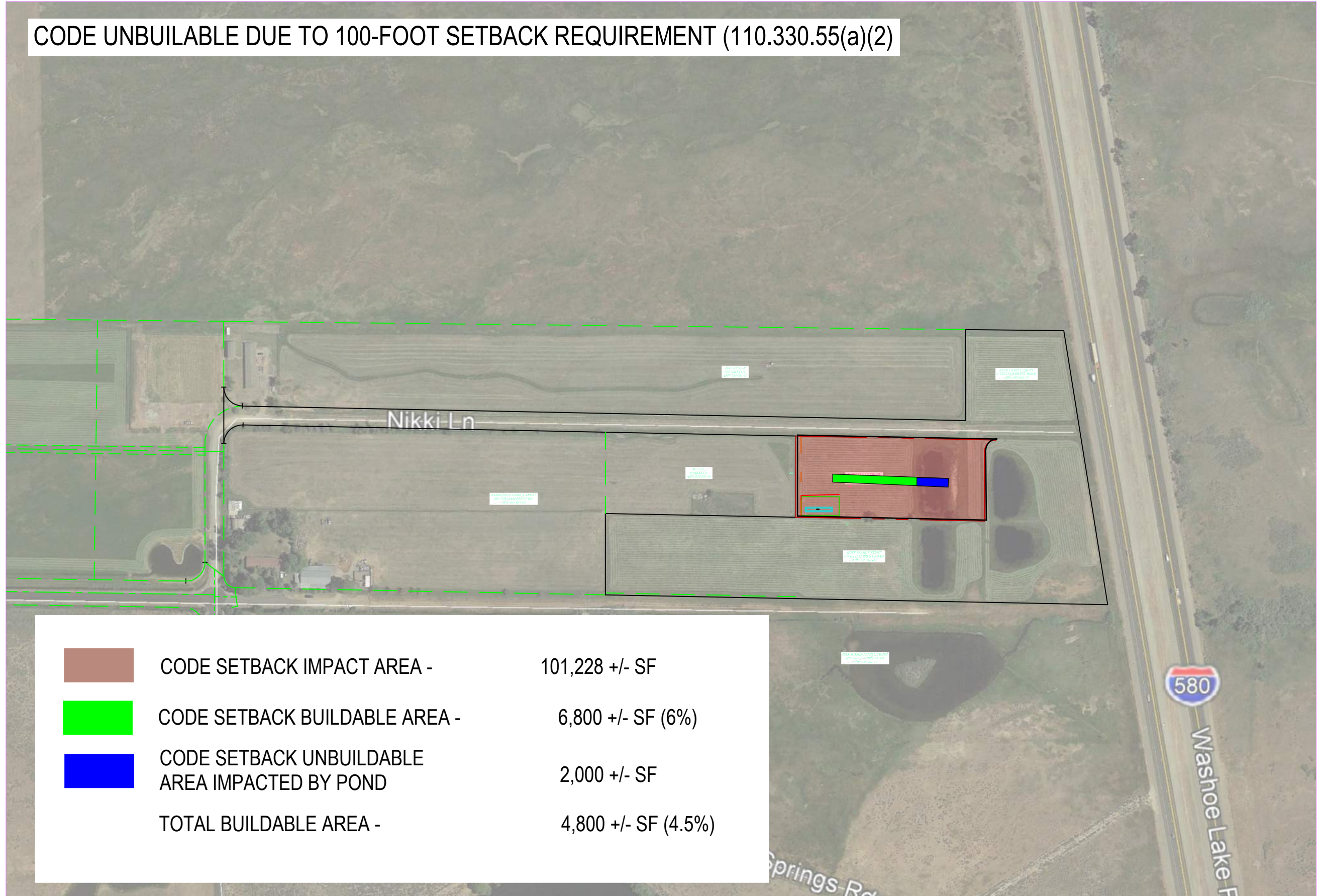
**RUSK SHELTER**  
72'x12' - 5 STALL SHELTER  
4205 OLD US 395  
RENO, NEVADA 89704

DRAWN BY	CSB
CHECKED BY	BDD
DATE	3-18-20
SCALE	AS NOTED
JOB NO.	B16020
SHEET NO.	<b>S2.1</b>
OF SHEETS	

# **ATTACHMENT C**



CODE UNBUILDABLE DUE TO 100-FOOT SETBACK REQUIREMENT (110.330.55(a)(2))





## Article 330

# DOMESTIC PETS AND LIVESTOCK

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### Sections:

110.330.00	Purpose
110.330.05	Applicability
110.330.10	Keeping of Animals
110.330.15	Poultry and Rabbits
110.330.20	Livestock
110.330.25	Dogs and Cats
110.330.30	Birds
110.330.35	Miniature Pigs
110.330.40	Exotic Animals
110.330.45	4H and Future Farmers of America Livestock Projects
110.330.50	Dog Training Services
110.330.55	Agricultural Buildings

**Section 110.330.00 Purpose.** The purpose of this article, Article 330, Domestic Pets and Livestock, is to provide the number of permitted animals, standards and conditions for regulating domestic pets and livestock in Washoe County.

*[Added by Ord. 1238, provisions eff. 6/4/04.]*

**Section 110.330.05 Applicability.** Domestic pets, livestock and fowl kept for non-commercial private enjoyment and use are subject to the provisions set forth in this article along with structures used to support their shelter and maintenance. Animals kept for commercial or agricultural uses are regulated by Article 304, Use Classification System.

*[Added by Ord. 1238, provisions eff. 6/4/04.]*

**Section 110.330.10 Keeping of Animals.** All animals must be kept in compliance with this article, including all provisions of Washoe County Code Chapter 55, Animals and Fowl; all Washoe County Health Department regulations including Regulations for Solid Waste Management; and Nevada Revised Statutes 574, Cruelty to Animals. Animals kept for private, non-commercial use under a non-conforming status in development existing on or before August 3, 1993 must adhere to the above standards.

*[Added by Ord. 1238, provisions eff. 6/4/04.]*

**Section 110.330.15 Poultry and Rabbits.** Poultry and rabbits may be raised for domestic, non-commercial use in all Rural and the Low and Medium Density Suburban Regulatory Zones. A minimum lot area of twelve thousand (12,000) square feet shall be required for keeping poultry and rabbits in these regulatory zones.

*[Added by Ord. 1238, provisions eff. 6/4/04.]*

**Section 110.330.20 Livestock.** Livestock, including cows, pigs, sheep, goats and horses as defined in Section 55, Animals and Fowl, of the Washoe County Code or any mutations or

hybrids thereof, donkeys, burros, mules, llamas, alpacas and miniature pigs (except as provided for in Section 110.330.35), shall be permitted in all Rural, and the Low and Medium Density Suburban Regulatory Zones, subject to the following provisions:

- (a) Such animals shall not be maintained on any parcel of less than one-half (.5) acre.
- (b) On parcels ranging in size from one-half (.5) acre to less than thirty-five thousand (35,000) square feet in size, two (2) adult livestock may be kept. Offspring of the permitted livestock may remain on the parcel until they reach twelve (12) months of age.
- (c) On any parcel thirty-five thousand (35,000) square feet or more in size, there shall be no restriction on the number of such animals kept, provided such animals are kept in compliance with all applicable provisions of Washoe County Code Chapter 55, Animals and Fowl; Washoe County District Health Department regulations; and not subject to Nevada Revised Statutes 574, Cruelty to Animals.

*[Added by Ord. 1238, provisions eff. 6/4/04.]*

**Section 110.330.25 Dogs and Cats.** Dogs, cats and other small household pets are permitted in all regulatory zones. The number of household pets allowed on a property may be restricted by Washoe County Code Chapter 55, Animals and Fowl.

*[Added by Ord. 1238, provisions eff. 6/4/04.]*

**Section 110.330.30 Birds.** Birds kept as household pets are permitted in all regulatory zones.

*[Added by Ord. 1238, provisions eff. 6/4/04.]*

**Section 110.330.35 Miniature Pigs.** A Vietnamese potbellied pig (*sus scrofa vittatus*) or other similar miniature pig breeds may be considered a domesticated pet, similar to a dog or cat, and shall be permitted in all Urban and Suburban Regulatory Zones on property less than one-half (.5) acre subject to the following conditions:

- (a) The pig must be registered or certified by a veterinarian to be a purebred miniature pig that has received all appropriate vaccinations;
- (b) The pig must be spayed or neutered upon reaching maturity and so certified by a veterinarian;
- (c) No more than one (1) pig will be kept per residence; and
- (d) An outdoor pen or enclosure for the pig must not be located within fifteen (15) feet of a property line and must be kept clean and odor free.

*[Added by Ord. 1238, provisions eff. 6/4/04.]*

**Section 110.330.40 Exotic Animals.** Exotic animals including, but not limited to, any bear, canine, feline, hoofed animal, marsupial, primate, raptor or reptile shall be allowed only as set forth in Chapter 55, Animals and Fowl, of the Washoe County Code.

*[Added by Ord. 1238, provisions eff. 6/4/04.]*

**Section 110.330.45 4-H and Future Farmers of America Livestock Projects.** In the Medium Density Suburban Regulatory Zone, poultry (hens only), rabbits, cavy, sheep, swine and goats may be raised as 4-H or Future Farmers of America (FFA) projects for a limited time, not to exceed the duration of the project year, subject to the provisions of this section and all provisions of Washoe County Code Chapter 55; all Washoe County District Health Department regulations; Nevada Revised Statutes 574; subject to the code of conduct and standards of the 4H or FFA organization, and the following:

- (a) A minimum lot area of six thousand (6,000) square feet shall be required for the keeping of no more than a total of six (6) poultry (hens only), cavy or rabbits; and
- (b) A minimum lot area of twelve thousand (12,000) square feet shall be required for the keeping of a sheep, swine or goat. No more than one (1) animal may be kept on a property with a lot size from twelve thousand (12,000) square feet to one-half (.5) acre.

*[Added by Ord. 1238, provisions eff. 6/4/04; amended by Ord. 1247, provisions eff. 9/24/04.]*

**Section 110.330.50 Dog Training Services.** Dog training services shall be permitted with the issuance of a general business license and shall comply with the provisions of this section.

- (a) Location. A minimum lot area of twelve thousand (12,000) square feet in all regulatory zones or within existing commercial, industrial or civic development.
- (b) Incidental Use of Residential Property. If the dog training services are located on a property designated for residential use, the use of the residence for the dog training service shall be clearly incidental and subordinate to its use for residential purposes. The dog training services may be conducted in the principal dwelling, permitted detached accessory structure, rear or side yard, or adjacent property associated with the residential use. When conducted in a garage, the dog training service shall not eliminate the use of the garage as a parking space for a vehicle.
- (c) Outdoor Storage. There shall be no outdoor storage of materials, equipment, supplies or solid waste used or associated with the dog training services that can be viewed from any street, access or adjoining property.
- (d) Business Vehicle. Within residential land use designations, one (1) vehicle used for the dog training services, not to exceed eight thousand (8,000) pounds gross unladen weight and no larger than two (2) axles shall be permitted. Accessory utility trailers or dog boxes may be permitted, provided they are parked off the street, regularly used off-site in the conduct of the dog training and not used solely for storage or advertising.
- (e) Annual Inspection. All dog training services may be required to submit to an annual inspection by Community Development staff for safety and compliance purposes.
- (f) Noise. Noise associated with the use, measured at the property line of residential regulatory zones during times of operation shall be 65dB, A-weighted or less average during the duration of the class. No mechanical amplification of sound shall be allowed during the dog training.

- (g) Light. Light in association with the dog training services shall adhere to the limitations within Section 110.414.21, Light and Glare.
- (h) Control of Dogs. All dogs associated with the dog training services shall be controlled in a manner consistent with the training instruction being given, so as to provide a safe and secure environment for the dogs, their handlers and the public.
- (i) No Boarding. Dogs may not be boarded in association with dog training services. (See Commercial Kennels, Section 110.304.35(c)(1) for classification allowing boarding.)
- (j) Operations Plan Required. An operations plan must be submitted to the Department of Community Development prior to the issuance of a general business license.
  - (1) A sketch, to scale, of the exterior yard area or interior space to be used for the dog training.
  - (2) The plan shall indicate the type of training to be held, the number of dogs in each class, the length of time for each class, the number of classes to be held each day, the days the classes will be held and the maximum number of spectators that may be present for each class.
    - (i) A parking plan indicating the maximum number of vehicles to be parked on and off the site, projected needs for parking at the site and means to satisfy the projected needs. In no case shall a parking plan be approved which obstructs public and/or emergency vehicles or relies on parking adjacent to neighboring residential properties without the consent of the adjacent property owner.
    - (ii) If the dog training services are held outdoors utilizing a property with an established commercial, civic or industrial use, the classes shall not reduce the number of parking spaces needed for the primary use. Sharing of the parking lot during hours when the primary use is not operating is encouraged.
  - (3) A written statement from the applicant agreeing to adhere to the provisions of this section and the conditions placed on the business license.
  - (4) The operations plan shall be reviewed and may be subsequently approved, modified or approved with conditions by the Director of Community Development or his/her authorized representative. The final operations plan will serve as the conditions placed on the business license.

*[Added by Ord. 1238, provisions eff. 6/4/04.]*

**Section 110.330.55 Agricultural Buildings.** Agricultural buildings may be established subject to the provisions of this section.

- (a) Agricultural Buildings as a Main Use. Buildings, corrals, coops, pens, stables or structures used in conjunction with agricultural uses or shelter for livestock may be constructed, erected or located, and used without a permissive main residential dwelling in any Rural and Low Density Suburban Regulatory Zone allowing agricultural use types as identified in Table 110.302.05.5, Table of Uses (Agricultural Use Types), or the shelter of livestock provided that the following conditions are met:
- (1) The structures shall be used for the storage of agricultural equipment and products related to an allowed on-site agricultural use or shelter for livestock that must live on the property; **Met**
  - (2) **The structure shall be located at least one hundred (100) feet from the property line, any street or highway, a public park or school; and** **Should not Apply**
  - (3) The structure shall maintain the height standards for the main structure in the regulatory zone in which it is located as enumerated in Table 110.406.05.1, Standards. **Met**
    - (i) The structure may include a second story for the storage of hay, tack or other agricultural related equipment. **N/A**
    - (ii) No part of the structure shall be classified as habitable space according to the building code in effect in Washoe County at the time the building permit is obtained. **N/A**
    - (iii) The structure shall be limited to two (2) plumbing fixtures. Automatic watering systems for livestock shall not be considered a plumbing fixture for purposes of this limitation. **N/A**
    - (iv) Exception: Two (2) story barns with a main dwelling unit incorporated into the design shall be reviewed as a dwelling unit. **N/A**
- (b) Agricultural Buildings as Accessory Structures. Any structure used for agricultural purposes or the shelter of livestock established within a residential regulatory zone or rural property with an established main residential dwelling shall adhere to the standards in Section 110.306.10, Detached Accessory Structures, with the following exceptions:
- (1) The structure may include a second story for the storage of hay, tack or other agricultural related equipment when the setback is at least one hundred (100) feet from any property line, street or highway, public park or school; and
  - (2) No part of the structure is classified as habitable space according to the building code in effect in Washoe County at the time the building permit is obtained.
  - (3) The structure shall be limited to two (2) plumbing fixtures. Automatic watering systems for livestock shall not be considered a plumbing fixture for purposes of this limitation.
- (c) Requirements for the Agricultural Slaughtering of Animals. Animals must be slaughtered within a building subject to the following conditions:

- (1) All agricultural buildings used for the agricultural slaughtering of animals shall conform to the following requirements:
  - (i) Must be located on a parcel of land that is a minimum of two-and-one-half (2.5) acres in size;
  - (ii) Must be located at least one hundred (100) feet from a property line, any street or highway, a public park or school;
  - (iii) Be limited to only one (1) agricultural building for animal slaughtering on any one (1) parcel; and
  - (iv) Must be of a size to accommodate the entire slaughtering process and shall include an area large enough to hold the animal or animals to be slaughtered, an area for preparing the animal product, an area for storing the animal product, animal waste and carcasses, and an area for cleanup.
- (2) All animal waste and carcasses created through the agricultural slaughtering process shall be removed from the premises to an approved District Health Department disposal area within twenty-four (24) hours of the slaughtering of the animal.
- (3) Only animals raised on-site may be slaughtered as part of an agricultural slaughtering process.

*[Added by Ord. 1238, provisions eff. 6/4/04.]*

# Article 306

## ACCESSORY USES AND STRUCTURES

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### Sections:

110.306.00	Purpose
110.306.05	Applicability
110.306.10	Detached Accessory Structures
110.306.15	Main Structures Required
110.306.20	Attached Accessory Dwellings
110.306.25	Detached Accessory Dwellings
110.306.30	Hallways, Breezeways, and other Similar Connections
110.306.35	Outdoor Storage/Outdoor Display
110.306.45	Personal Landing Fields
110.306.50	Non-municipal Air Strips and Glider Ports
110.306.53	Cottage Foods
110.306.55	Nonconformance

**Section 110.306.00 Purpose.** The purpose of this article, Article 306, Accessory Uses and Structures, is to allow accessory uses and structures and provide standards and conditions for regulating them.

**Section 110.306.05 Applicability.** Accessory uses and structures that are incidental and subordinate to existing principal uses and established main structures are allowed in all regulatory zones except as otherwise provided herein. This is not to be construed as permitting any commercial uses, including the outdoor storage of commercial vehicles, in residential regulatory zones unless specifically allowed by this Development Code or other applicable chapters of the Washoe County Code.

*[Amended by Ord. 1451, provisions eff. 1/1/11.]*

**Section 110.306.10 Detached Accessory Structures.** Detached accessory structures are defined in Article 304, Use Classification System, under Section 110.304.15, Residential Use Types. The following development requirements shall apply to detached accessory structures:

- (a) **Lot Coverage.** The establishment of detached accessory structures shall not exceed the following lot coverage limitations:
  - (1) On lots in the High Density Suburban (HDS) and Medium Density Suburban (MDS) Regulatory Zones, the combined area (i.e. square footage) of all building footprints on the lot shall not exceed 50 percent of the total lot acreage;
  - (2) On lots in the Low Density Suburban (LDS) Regulatory Zones, the combined area (i.e. square footage) of all building footprints on the lot shall not exceed 25 percent of the total lot acreage;



- (3) On lots in the High Density Rural (HDR) Regulatory Zone, the combined area (i.e. square footage) of all building footprints on the lot shall not exceed 20 percent of the total lot acreage;
- (4) On lots in the Medium Density Rural (MDR) Regulatory Zone, the combined area (i.e. square footage) of all building footprints on the lot shall not exceed 15 percent of the total lot acreage;
- (5) On lots in the Low Density Rural (LDR) Regulatory Zone, the combined area (i.e. square footage) of all building footprints on the lot shall not exceed ten percent of the total lot acreage or 80,000 square feet, whichever is less;
- (6) Exemptions to lot coverage limitations. Parcels 40 acres in size or larger in the General Rural (GR) and General Rural Agricultural (GRA) Regulatory Zones, and all parcels in the Commercial, Industrial, and Urban Regulatory Zones, are exempt from the lot coverage limitations of this section.
- (7) On legal non-conforming lots, when the lot size does not meet the minimum lot size for the actual regulatory zone applicable to the lot, the allowed lot coverage under this section will be based on the regulatory zone thresholds set forth in this section for the next densest regulatory zone for which the actual lot size does meet the minimum lot size requirements.

(b) **Setbacks.**

- (1) Accessory structures 12 feet in height or less may be located within the required rear and side yard setbacks provided they are five feet or more from the rear and side property line. The height of an accessory structure located within the required rear and side yard setback as provided in this subsection shall be measured from the lowest finished grade of the structure to the average height of the highest gable of a pitched or hipped roof. Except as otherwise specifically provided, all accessory structures are prohibited within the required front yard setback.
- (2) Accessory structures more than 12 feet in height shall comply with the yard setbacks for the main dwelling units stipulated in Article 406, Building Placement Standards. Except as otherwise specifically provided, no accessory structure shall exceed 35 feet in height.

(c) Height Limits. The height of an accessory structure located outside of all required setbacks shall be measured in accordance with the building height provision in Article 902 of this Code.

(d) Size. A proposal to establish a detached accessory structure that is larger (i.e. has more square footage or a larger building footprint) than the existing main structure shall require the approval of an Administrative Permit (pursuant to Article 808), to include review of building height and architectural compatibility with surrounding dwellings, prior to the issuance of a building permit. Parcels 40 acres in size or larger in the General Rural (GR) and General Rural Agricultural

(GRA) Regulatory Zones, and all parcels in the Commercial and Industrial Regulatory Zones, are exempt from this requirement.

(e) Location/Slopes. A detached accessory structure used as a private garage on any interior lot where the slope of the front half of the lot is greater than a two foot rise (or fall) for every ten feet above (or below) the established street grade may be built to the property line, provided such structure shall not exceed 15 feet in interior height when measured from parking surface and providing the Engineering Division has been able to determine that:

- (1) County snow removal operations will not be impeded or sufficient measures have been incorporated in the structure's design to mitigate an impediment to County snow removal operations and/or the County has been held harmless from liability resulting from the County's snow removal operations;
- (2) The speed of traffic and the volume of traffic on the street is such that the placing of the garage at the property line will not cause a safety problem for vehicles using the street; and
- (3) The placement of the garage at the property line will not impede the ability of the County to widen the street in accordance with the adopted Capital Improvements Program, or in accordance with a possible widening of the street as shown in the adopted Master Plan.

(f) Building Setback. A detached accessory structure shall not be located closer than ten feet to any main building on an adjoining parcel.

(g) Cargo Containers. Cargo containers, as defined within Article 902, Definitions, may be established as a detached accessory structure for the sole purpose of storage subject to the provisions below.

- (1) All cargo containers must adhere to the following regulations:
  - (i) Must meet all Washoe County placement standards for a detached accessory structure.
  - (ii) Only one cargo container of not more than 200 square feet of floor space shall be allowed on a parcel of land less than one-half acre in size; two cargo containers of any size shall be allowed on a parcel of land between one half acre and five acres in size. Parcels larger than five acres are limited to one container (of any size) per acre or portion thereof.
  - (iii) The cargo container shall be painted one, solid, muted color that blends with the surrounding vegetation, structures or topography.
  - (iv) All cargo containers shall be free from severe damage, shall not be structurally altered, and shall be free from severe rust. The Director of the Planning and Building Division shall have the authority to determine if these standards have been met.
    - a. A cargo container may potentially be used as structural support for other elements of a detached accessory structure as

# **ATTACHMENT D**

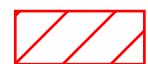


# RUSK FAMILY TRUST - CONSERVATION EASEMENT PROPERTIES



November 5, 2020

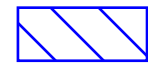
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RUSK FAMILY TRUST - CONSERVATION EASEMENT

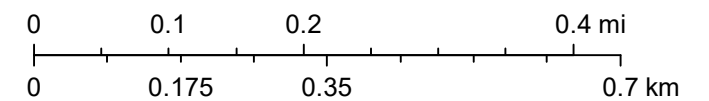


SUBJECT PROPERTY



NON RUSK OWNED PROPERTIES

1:9,028



Washoe County  
 Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community  
 Washoe County GIS



**Recording requested by and  
when recorded return to:**

Nevada Land Conservancy  
P.O. Box 20288  
Reno, NV89515

*Arrow 07005393-KR*

APNs: 55-081-51, 55-081-71, 55-081-54, 55-081-53, 55-081-70, 55-081-56, 55-081-55, 55-081-72, 55-081-58, 55-081-57, 55-081-50, 55-081-73, 55-081-59, 55-081-52

Space Above This Line for Recorder's Use

**AFFIRMATION COVER PAGE TO:  
CONSERVATION EASEMENT**

**AFFIRMATION STATEMENT:**

The undersigned hereby affirms that the attached document, including any exhibits, hereby submitted for recording DOES NOT contain the social security number of a person or persons as required by law.

By: *Becky Stock*  
Print Name: Becky Stock

An Employee of Nevada Land Conservancy

## CONSERVATION EASEMENT

This Deed of CONSERVATION EASEMENT ("Conservation Easement") is granted this 9 day of December, 2010 by and between Robert F. Rusk & Marilyn L. Rusk, as Trustees of the Rusk Family Trust (U/D/T: April 30, 1996), ("Grantors"), Nevada Land Conservancy, a Nevada non-profit corporation ("Grantee"), and the United States of America ("United States") acting by and through the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS") on behalf of the Commodity Credit Corporation as its interest appears herein.

### RECITALS

- A. Property. Grantors are the sole owners in fee simple of approximately 45 acres of real property in Washoe County, Nevada ("Property"), legally described in Exhibit A and depicted on a map ("Property Map") in Exhibit B. Exhibits A and B are attached to this Conservation Easement and incorporated by reference. The Property includes two specific areas or zones: "Agricultural Zone" and the "Homestead Zone", which are depicted on the Property Map and described in Exhibit C attached hereto and incorporated by reference.
- B. Water Rights. Grantors own or control certain water rights appurtenant to the Property ("Water Rights"), more particularly described as the right to use 136.22 acre-feet annually with a pro rata rate of diversion from Franktown Creek, Washoe County, Nevada. Said Water Rights are a portion of Grantors' right, title and interest in the water rights identified in Proof V02395 in the records of the Nevada State Engineer. A copy of Proof V02395 and the supporting map for said Proof are attached hereto as Exhibit E and incorporated herein by reference. Grantors also own all right, title and interest in certain ditch rights for the conveyance of the 136.22 acre-feet annually of water to the Property ("Ditch Rights"), as documented and authorized by the Grantors' nine (9) shares in the Franktown Creek Irrigation Company ("Irrigation Company"), titled in the name of Washoe Ranches Irrigation Co., Share Certificate No. 8, a true and correct copy of which is attached hereto as Exhibit E and incorporated herein by reference.
- C. Grantors' Intentions. The Property consists of agricultural and open space land. The Property is well endowed with the characteristics required for productive agriculture, i.e., fertile soils, an adequate supply of high quality irrigation water, excellent climate and a long growing season. Further, the Property abuts Washoe County Wilson Commons Park land which includes a complex of building and network of corrals and pens listed in the National Register of Historic Places to the west and provides important scenic values to travelers on U.S. Hwy 395. The Property is part of the Washoe Valley Important Bird Area identified as habitat for more than 215 bird species that include raptors, owls and Neotropical migrant bird species, which depend in part on the Rusk Ranch wet meadow and grassland habitat. Grantor grants this Conservation Easement to Grantee for the primary purpose of assuring that the agricultural productive capacity and open space character of the Property will be conserved and maintained forever, and that the uses of the land that are inconsistent with these purposes will be prevented or corrected.
- D. Conservation Values. The Property has the following significant agricultural, natural, ecological, scenic, and open space values (collectively, the "Conservation Values") of importance to Grantors, Grantee and the people of the State of Nevada:

The Property contains irrigated agricultural land important to the State of Nevada and Grantee, currently producing grass hay.

The Property includes several irrigation ponds that, in addition to providing a source of water for the agricultural operations, provide riparian habitat including surface waters utilized by

birds, animals and insects. The Property serves as a stopover for migratory birds and insects.

The eastern boundary of the Property is adjacent to Hwy 395 and within easy sight of Washoe Lake State Park to the east. The Property provides open space scenic value to thousands of commuters and other travelers that drive directly past the ranch as they travel between Reno and Carson City.

The western boundary of the property is adjacent to Washoe County Wilson Commons Park. Protection of the property as agriculture open space will provide a beneficial open space boundary for this public park.

E. Conservation Policies. The grant of this Conservation Easement, and continued agricultural use of the Property will have significant public benefits and will serve the protection of farmland and open space pursuant to the following clearly delineated public policies:

The Property has significant agricultural, ecological and open space values defined in Nevada's "Easements for Conservation" statute, N.R.S. Sections 111.400 to 111.440, and provides habitat for plant and wildlife;

Section 111.390 et seq. of the Nevada Statutes, recognizes the importance of private conservation efforts by authorizing conservation easements to retain or protect the natural, scenic, open space values of real property; to assure its availability for agriculture, recreation or open space uses; or to protect natural resources;

Federal Farm and Ranch Lands Protection Program's purpose is to purchase conservation easements on land with prime, unique, and other productive soil for the purpose of protecting the agricultural use and related conservation values of eligible land from conversion to nonagricultural uses (16 USC 3838h and 3838i).

Assembly Bill No. 9 of the 17<sup>th</sup> Special Session of the Nevada Legislature, Chapter 6, Statutes of Nevada 2001, authorized the State of Nevada to issue general obligation bonds to preserve water quality; protect open space, lakes, rivers, wetlands, and wildlife habitat; and to restore and improve parks, recreational areas, and historic and cultural resources.

F. Qualified Organization. Grantee is qualified to hold conservation easements under NRS Section 111.410 and is also a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder.

G. Conservation Intent. To effectuate the intentions of the parties, Grantor is granting to Grantee a perpetual and irrevocable conservation easement over the Property, which in addition to the other rights conveyed, will extinguish irrevocably and perpetually the right of Grantor and Grantors' successors to develop the Property except as expressly permitted in this Conservation Easement. By accepting this Conservation Easement, Grantee is undertaking to preserve and protect in perpetuity the Conservation Purpose of this Conservation Easement and the Conservation Values of the Property.

H. Baseline Report. The conditions relating to the specific Conservation Values of the Property are documented and described in a "Baseline Report" dated October 19, 2010 October 19, 2010. The Baseline



Report also identifies all existing improvements, their condition, and their current use. The Baseline Report and an acknowledgment of the Baseline Report in the Grant are attached as Exhibit "D" and incorporated by this reference. The Baseline Report, which consists of reports, maps, photographs and other documentation, provides an accurate, though nonexclusive representation of the Property as of the date of this Conservation Easement. One of the purposes of the Baseline Report is to serve as a baseline for monitoring compliance with the terms of this Conservation Easement. Grantors and Grantee acknowledge that it is accurate as of the date of this Conservation Easement. Grantors and Grantee shall retain copies of the Baseline Report. The Baseline Report may be used to establish that a change in the use or condition of the Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Property as of the date of this Conservation Easement.

I. State of Nevada, Division of State Lands. Under the authority of the State of Nevada, provided by Subsection 1-35, Section 2 of Assembly Bill No. 9 of the 17<sup>th</sup> Special Session of the Nevada Legislature, Chapter 6, Statutes of Nevada 2001, the Nevada Department of Conservation and Natural Resources, Division of State Lands, Conservation and Resource Protection Grant Program has provided funds to Grantee for the acquisition of this Conservation Easement and entitling it to certain rights herein, as set forth in Section 8.22.

J. United States Department of Agriculture. Under the authority of the Farm and Ranch Lands Protection Program, "FRPP," the United States Department of Agriculture's Natural Resources Conservation Service (hereinafter "NRCS", "USDA" or "United States") has provided funds to Grantee for the acquisition of this Conservation Easement, entitling the United States to certain rights herein, as set forth in Section 8.23.

## GRANT OF CONSERVATION EASEMENT

For and in consideration of the facts recited above and the mutual covenants, terms, conditions and restrictions contained herein and other good and valuable consideration, and pursuant to the laws of the State of Nevada, Grantors hereby voluntarily grant and convey to Grantee, its successors and assigns, a perpetual conservation easement over the Property, Water Rights and Ditch Rights on the following terms and conditions.

I. General Conservation Purpose. The "Conservation Purpose" of this Conservation Easement is to assure that the Property will be preserved in perpetuity in its predominantly agricultural, scenic and open space condition and to prevent any use of the Property that will significantly impair or interfere with its "Conservation Values," identified in Recital C, above, and more specifically identified by the two "zones" described below and as set forth in Exhibit C. (The location of the Agricultural Zone may be modified to accommodate relocation of the access road as contemplated in section 3.2.c, below.) Grantors intend that this Conservation Easement will confine the particular uses of each Zone to activities that are permitted by the terms of this Conservation Easement. Grantors accept such restrictions on behalf of themselves as well as on behalf of their heirs, successors and assigns.

Agricultural Zone. The Agricultural Zone consists of approximately 45 acres of soil important to the State of Nevada and the United States. The Conservation Values include productive farmland, irrigation water, and soils of statewide importance.

Homestead Zone. The Homestead Zone consists of approximately 1.5 acres, which if developed, will not include more than 38,700 square feet of impervious surface.

2. Restrictions and Prohibited Uses. The following activities and uses and any activity on or use of the Property that will significantly impair or interfere with the Conservation Purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited in all Zones of the Property except as permitted in section 3 below:

a. Commercial and Industrial Activity. Non-agricultural industrial or commercial activity is prohibited on the Property except as permitted in section 3 below.

b. Subdivision and other Development Rights. The division, subdivision, de facto subdivision or partition of the Property, including transfer of development rights is prohibited. The Property is currently comprised of fourteen assessor's parcels all owned by Grantors. Except for those rights reserved in Section 3.2 below, all development rights appurtenant to the Property are terminated and extinguished, and may not be used on the Property or transferred to any portion of the Property as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield, building density, lot coverage or open space requirements or similar development-related benefits of the Property or any other property. Grantors will not apply for or otherwise seek recognition of additional legal parcels or lots within the Property based on certificates of compliance or any other authority. Grantors shall continue to maintain all the parcels comprising the Property, and all of Grantors' current interests therein, as though a single, legal parcel.

c. Dumping and Trash. No trash, refuse, vehicle bodies, rubbish, debris, junk, waste, garbage, sewage, hazardous or toxic substances, or other unsightly material shall be placed on the Property. This does not prohibit burning or composting of excess brush or other plant material resulting from activities permitted herein. Disposal of any waste materials generated by activities permitted under this Conservation Easement shall be in accordance with any Federal, State, and local laws and regulations.

d. Mining and Surface Alteration. There shall be no mining, drilling, exploring for or removal of any minerals from the Property. Any alteration or change in the topography of the surface of the Property, including ditching, dredging, draining, diking, filling, and excavation or removal of soil, sand, gravel, rock or other materials, is prohibited except as provided in section 3.

e. Rights-of-Way; Roads. No additional rights-of-way shall be granted across the Property to allow access to land not protected by this Conservation Easement for the purpose of industrial or commercial use or residential development of other property. No new paved or unpaved roads may be constructed or established except as permitted under section 3 below.

f. Structures. Except as expressly permitted in this Easement, the construction or placement of any buildings, residential dwellings, camping accommodations, temporary living quarters of any sort, mobile homes, signs, billboards or other advertising materials, utility towers, or other structures on the Property is prohibited. Notwithstanding the preceding, Grantor may have occasional guests staying in one recreational vehicle parked in the Homestead Zone.

g. Commercial Recreational Facilities. Resort structures, golf courses, non-residential swimming pools, non-residential tennis courts, playing fields, airstrips, helicopter pads, hunting-related facilities or any other commercial recreational structure are prohibited on the Property.

h. Animals. There shall be no introduction, removal or collection of any wild animals on the Property without the prior written approval of Grantee. The Property may not be used as a game farm, shooting preserve, fur farm or deer farm, except as specifically permitted in section 3 below.

i. Vehicles. Motorcycles, all-terrain vehicles or other types of motorized recreational vehicles and cars, trucks, skidders, bicycles and farm vehicles may only be operated on existing roads and driveways unless such operation is necessary to carry-out an activity otherwise specifically permitted in section 3 below.

j. Water. There shall be no alteration of surface and/or groundwater or any activities on or use of the Property detrimental to water quality and quantity except as specifically authorized in section 3 below or with the prior written approval of Grantee. The 136.22 acre/feet of Water Rights shall remain appurtenant to the Property in perpetuity. Grantors shall not transfer, encumber, lease, sell or otherwise sever the Water Rights or Ditch Rights from the Property. Grantee shall have the right to notify the State Engineer that this Conservation Easement is an encumbrance upon the Water Rights contained herein. Grantors shall not change the place or manner of use of the Water Rights. Grantors shall not change the point of diversion of the Water Rights without prior approval of Grantee. Outside of the Homestead Zone, Grantors shall not disturb the natural course of the surface water drainage or runoff flowing over the Property except as permitted in section 3.3(c) below.

3. Grantors' Reserved Rights; Permitted Activities, Uses and Management Practices. Grantors reserve for themselves, their heirs, successors and assigns, all rights as owners of the Property to conduct activities and uses on the Property which are not expressly restricted or prohibited by this Conservation Easement and which are not inconsistent with the Conservation Purposes of this Conservation Easement. Grantors need not obtain approval of Grantee in order to exercise any reserved right, unless otherwise stated herein. Grantors may not, however, exercise these rights in a manner that would adversely impact the Conservation Values of the Property. Grantors shall notify and obtain prior written approval from Grantee before exercising any reserved right that may have an adverse impact on the conservation values associated with the Property. Without limiting the generality of the foregoing, the following rights are expressly reserved:

3.1. Conveyance. Grantors may sell, give, mortgage, lease or otherwise convey the Property provided that such conveyance is subject to the terms of this Conservation Easement and is in accordance with the terms set forth in section 8.20 below.

a. Grantors shall reference the terms of this Conservation Easement in any subsequent deed or other legal instrument by which Grantors divest themselves of any interest in all or part of the Property.

b. Grantors will notify Grantee of any such conveyance in writing at least fifteen (15) days prior to the conveyance, and provide Grantee with the name and address of the recipient of the conveyance and a copy of the legal instrument by which the Property will be transferred.

c. Failure of Grantors to perform any act required by this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

3.2. Structures and Improvements. Any construction or placement of any buildings, structures or improvements, or any use of the land, otherwise permitted under this Conservation Easement, shall be in accordance with all applicable ordinances, statutes and regulations of Washoe County and the State of Nevada. Moreover, impervious surfaces, whether existing or permitted and including, but not limited to, driveways, rooftops, and other surfaces that prevent percolation of water directly into the soil, may not exceed two percent (2%) of the area of the Property (0.9 acres). Grantors may use and develop the Property as follows:

- a. Fences. Grantors may repair, replace, improve or remove existing fences. Additional fencing may be constructed in the Homestead Zone to secure the residences, or as needed in carrying out activities permitted by this Conservation Easement. Wildlife-friendly fencing (using Natural Resource Conservation Service specifications for wildlife) is also allowed in the Agriculture Zone.
- b. Signs. Grantors may place small, unlighted signs on the Property for the following purposes: interpretation of natural features, boundary markers, directional signs to control entry or use, historic markers, to state the name and address of the property owners, temporary signs indicating that the Property is for sale or lease, temporary political signs and, with advance written approval of Grantee, memorial plaques.
- c. Roads.
  - (a) Access inside the Property and, in particular to the Homestead Zone will be adjacent to Nikki Lane, as more particularly shown on the map attached hereto and incorporated herein as Ex. C. Since construction of an access road from Nikki Lane will not reduce the acreage of the Agricultural Zone, Grantors shall consult with Grantee regarding the location of the access road. Grantors may not change the location of existing roads or fuelbreaks with the prior approval of Grantee, which approval shall not be unreasonably withheld.
  - (b) Grantors may perform such maintenance on existing and future roads and driveways as necessary to maintain the functionality. Permitted future roads and driveways on the Property may be maintained to remain serviceable. All road construction shall be in accordance with practices permitted in section 3.2 Structures and Improvements
- d. Homestead Zone. One home may be developed, maintained, improved or replaced. Additional agricultural related buildings such as a barn, shed, shop or storage for harvested products and related accessory structures, structures and improvements necessary for agricultural purposes, septic system, and utilities necessary to carry-out permitted uses on the Property, may be constructed and maintained, within the 1.5 acre Homestead Zone.
- e. Utilities. Utility systems and facilities may be installed, maintained, repaired, extended and replaced only to serve uses and activities in the Homestead Zone and as specifically permitted by this Conservation Easement. This includes, without limitation, all systems and facilities necessary to provide power, electricity, fuel, water, waste disposal and communication. No underground fuel

tanks shall be allowed on the Property. Utility systems and facilities shall be installed with minimal grading and disturbance to vegetation. Following installation, the surface of the Property shall be restored to a condition consistent with the conservation purposes of this Conservation Easement.

3.3 Land Management. Grantors may undertake the following vegetation and land management activities on the Property:

- a. Agricultural Operations in the Agricultural Zone. Conducting agricultural operations, grazing of animals, viticulture, horticulture, ranching, establishing, maintaining, and using cultivated fields, orchards, and pastures in accordance with generally accepted agricultural practices and sound husbandry principles and as permitted by the Conservation Plan under section 3.3f, below. Sod-farming and harvest of horticultural crops with root balls is prohibited unless the soil loss from the field in which the crop is located is less than the soil loss tolerance for the soil in the field established by NRCS. Livestock maintained on the Property shall be limited to an equivalent number of animal units that would allow all of the manure generated by that livestock to be disposed of according to the management practices required by the Conservation Plan under Section 3.3f below and entirely within the Property.
- b. Soil Erosion Control. The best available management practices shall be employed to minimize soil erosion during and after construction of any permitted structures and improvements. In areas outside of the Homestead Zone, before any construction, or land disturbance activity is undertaken, an approved construction site erosion control plan addressing onsite storm water drainage and erosion must be obtained from the appropriate local government or permitting agency and a copy provided to Grantee prior to start of the work.
- c. Water Rights. Grantors shall be diligent in maintaining the Water Rights and Ditch Rights in good standing and shall not allow same to be impaired or lost through non-use, misuse, abandonment, forfeiture or otherwise. Grantors shall timely pay all dues and other fees assessed by the Ditch Company, its successors and assigns. Within seven (7) days after execution, Grantors shall notify the Ditch Company of this Conservation Easement by delivering a fully-executed true and correct copy of same to the Ditch Company. Grantors may construct and maintain irrigation improvements necessary or desirable to irrigate the Property for agricultural purposes, in a manner that does not impair the Conservation Values. Pond expansion or construction shall be done in a manner that minimizes impacts to protected soils to support agricultural uses and activities on the Property, subject to securing applicable permits for pond construction and the impoundment of water and Grantee's approval pursuant to Section 5. Grantors may clear, grade, terrace and contour land in connection with permitted agricultural uses to improve drainage of agricultural soils, reduce soil erosion, or improve the agricultural potential of the Property as long as such activities are carried out pursuant to the Conservation Plan described below. Grantors retain the right to develop, use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses and activities permitted on the Property by this Conservation Easement.

- d. Borrow Pits. Grantor may extract incidental amounts of sand, gravel aggregate for a borrow pit for road construction or maintenance on the Property only as permitted in the Conservation Easement. Extraction methods must result in only minor, incidental impact and disruption of the surface within the parameters of and subject to the requirements of Internal Revenue Service 179(h)(5)(b) or successor provision.
- e. Fertilizer & Trash. The following activities are permitted, subject to local, state and federal laws and regulations and Section 2.(j) herein: (1) storage and spreading of manure, lime, or other fertilizer for agricultural purposes on the Property; (2) the composting of organic materials whether generated on or off the Property, as long as the composting area and compost storage area does not exceed one-half acre. The temporary storage of Property-generated trash in receptacles on the Property, for periodic off-site disposal is permitted.
- f. Conservation Plan. As required by section 1238I of the Food Security Act of 1985, as amended, the Grantors, their heirs, successors, and assigns, shall conduct agricultural operations on highly erodible land on the Property in a manner consistent with a conservation plan prepared in consultation with NRCS. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on the date of this Conservation Easement. However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to the Grantor, in order to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.



- g. Hunting or Trapping. Grantors and their invitees may engage in noncommercial hunting, trapping or similar activities on the Property in a manner that is consistent with the protection of the conservation values.

3.4 Recreational Use. The Property may be used for noncommercial passive recreational use such as hiking, cross-country skiing, temporary camping, nature observation, and other similar low impact recreational activities. No fees shall be charged. Recreational use is permitted only for Grantors and their intended users.

3.5 Home based Businesses. Home based occupations or cottage industries shall be permitted within the Homestead Zone provided said activities are compatible with the rural character of the Property and the agricultural use of the Property, and provided that there is no advertising, except for directional signage. Examples of home based occupations or cottage industries include without limitation, professional offices, crafts production, storage and sale of farm produce, processing and packaging of farm produce.

4. Grantee's Rights of Entry.

4.1. Grantee, and its employees and agents, have the right to enter the Property in a reasonable manner, and with 48 hours prior notice to Grantors (except in cases where Grantee determines that immediate entry is required to prevent, terminate or mitigate a suspected or actual violation of this Conservation Easement) for the following purposes:

- a. To inspect the Property and monitor compliance with the terms of this Conservation Easement.
- b. To obtain evidence for use in seeking judicial or other enforcement of this Conservation Easement.
- c. To survey or otherwise mark the boundaries of all or part of the Property if necessary to determine whether there has been or may be a violation of this Conservation Easement.
- d. To otherwise exercise its rights under this Conservation Easement.

4.2. Signs. Grantee may post signs on the Property to identify the land as protected by this Conservation Easement, after securing Grantors' approval.

4.3. Research. Grantee has the right to make scientific and educational observations and studies and take samples in such a manner that will not disturb the quiet enjoyment of the Property by Grantors, with Grantor's approval.

4.4 Grantee Assistance with Implementation of Conservation Plan. Upon not less than 30 days advance written notice to Grantors, Grantee may bring staff and/or volunteers onto the Property to assist the Grantor with aspects of the Conservation Plan.

5. Grantee's Approval; Enforcement

5.1. Grantee's Procedure for Review of Proposed Actions.

- a. Grantor shall notify Grantee in writing thirty (30) calendar days prior to taking any action requiring prior approval under this Conservation Easement. The notice shall describe the purpose, nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms of this Conservation Easement. The notice shall also refer to applicable sections of the Easement governing the proposed activity. The notice shall be given in accordance with the provisions of Section 8.12, below, with copies of all documents to be provided to the State of Nevada and the United States Department of Agriculture.
- b. Grantee may withhold its approval if it lacks sufficient information to reach an informed decision, or if it determines, in its sole discretion, that the proposal (i) violates the purpose of this Conservation Easement or (ii) impairs the Conservation Values of the Property. Grantee may condition its approval on Grantors' acceptance of modifications, which would, in Grantee's judgment, make the proposed activity consistent with the purpose of the Conservation Easement. If, in the reasonable judgment of Grantee, the proposed use or activity should not be permitted in the form proposed, but could be permitted if modified, then Grantee's response shall propose to Grantor the suggested modification(s) and/or conditions that would permit the use or activity. If Grantor disagrees with the Grantee's decision, the parties may agree to mediate or to arbitrate the disagreement.

5.2. Enforcement. Grantee has the right to enforce the provisions of this Conservation Easement by proceedings at law or in equity and prevent or remedy violations through appropriate judicial action brought against Grantors or other responsible party in a court of competent jurisdiction.

a. Violations: Notice and Injunctive Relief.

(1) Except as permitted in subsection (a)(2) below, if Grantee determines that there is a violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor. The notice shall identify the violation or threatened violation. Where known to Grantee, the notice shall identify corrective action necessary to cure the violation. Where the violation involves injury to the Property resulting from any use or activity inconsistent with this Conservation Easement the notice may demand restoration of the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after Grantee gives notice, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period as determined by Grantee, if Grantor fails to begin curing the violation within the thirty (30) day period, or if Grantor does not continue diligently to cure the violation until finally cured, or as otherwise provided in this Conservation Easement. Grantee may first attempt mediation or arbitration with Grantor and/or Grantee may bring an action at law or in equity to enforce the terms of this Conservation Easement.

(2) If Grantee, in its sole discretion, determines that an ongoing or imminent violation could irreversibly diminish or impair the agricultural productive capacity and open space character of the Property, Grantee may pursue its remedies under this Section without prior notice to Grantor or without waiting for the period provided for cure to expire, including but not limited to *ex parte* judicial relief. Grantee shall have the right to seek injunctive relief pursuant to this Section 5.2 if, in Grantee's reasonable discretion, an injunction is required to prevent the irreversible and material impairment of the Conservation Values or the Conservation Purpose or otherwise to enforce this Conservation Easement.

- b. Damages. Grantee is entitled to recover damages for violation of the terms of this Conservation Easement, including, without limitation, damages for the loss of agricultural and other environmental values. Without limiting Grantor's liability, Grantee, shall apply any damages recovered to the cost of undertaking corrective action on the Property. Should the restoration of lost values be impossible or impractical for whatever reason, Grantee shall apply any and all damages recovered to furthering Grantee's mission, with primary emphasis on agricultural conservation easement acquisition and enforcement.
- c. Equitable Remedies. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor and Grantee expressly agree that the Property, by virtue of its Conservation Values, is unique and that a violation of this Conservation Easement, and the ensuing harm or alteration of the Property, may result in damages that are irremediable and not subject to quantification. Grantor agrees that Grantee's remedies at law for a violation of the terms of this Conservation Easement may be inadequate and that Grantee is entitled to seek the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement. Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereinafter existing at law or in equity. Equitable relief may include restoration of the Property to the condition that existed prior to the injury.
- d. Recovery of Costs. If Grantee prevails in any action to enforce the terms of this Easement, any and all costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor where Grantor had the legal right and had the legal obligation to have acted in a manner that would have made such enforcement action unnecessary, including, without limitation, costs of suit and reasonable attorneys' fees, and any and all costs of restoration resulting from Grantor's violation of the terms of this Conservation Easement shall be the responsibility of Grantor. If Grantor prevails in any action to enforce the terms of this Conservation Easement, any and all costs incurred by Grantor, including, without limitation, costs of suit and reasonable attorneys' fees, shall be the responsibility of Grantee. Except if authorized by federal law, the preceding sentence shall not apply to the United States should it exercise its rights under this Conservation Easement.
- e. Acts Beyond Grantors' Control. Grantee may not bring any action against Grantors for any change to the Property resulting from causes beyond Grantors' control, such as changes caused by fire, flood, storm, earth movement, natural deterioration or the unauthorized acts of persons other than Grantors or Grantors' agents, employees or

contractors, or resulting from prudent action taken in good faith under emergency conditions to prevent or mitigate damage from such causes.

- f. Right to Report. In addition to other remedies, Grantee has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.

6. Public Access. No right of access by the general public to the Property is conveyed by this Conservation Easement, except for visual access from public ways.

7. Amendment. This Conservation Easement may be amended only with the written consent of Grantor, Grantee, State of Nevada, and the United States. A copy of the Amendment shall be sent to the United States and the State. The Amendment shall be recorded in the official records for the county in which the Property is located. All Amendments shall be consistent with the Conservation Purpose and shall not impair the Conservation Values of the Property.

8. General Provisions.

8.1. Assignment. Upon approval of the United States, and the State of Nevada, Grantee may assign or transfer its interests in this Conservation Easement to an organization that is (i) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code or any successor provision then applicable, and (ii) qualified to hold conservation easements under Section 111.410 of the Nevada Statutes. As a condition of any assignment or transfer, any future holder of this Conservation Easement shall be subject to and bound by each and every term and provision of this Conservation Easement.

8.2. Controlling Law and Liberal Construction. This Conservation Easement shall be governed by the laws of the State of Nevada and the United States. Any ambiguities in this Conservation Easement shall be construed in a manner that best effectuates the Conservation Purpose of this Conservation Easement and protects the Conservation Values of the Property.

8.3. Responsibilities and Costs of Ownership; Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including maintenance of adequate comprehensive liability insurance coverage. Grantors shall keep Grantee's interest in the Property free of any mechanics liens arising out of any work performed for, materials furnished to or obligations incurred by Grantors. Grantors shall indemnify, defend and hold harmless Grantee, the State and the United States from any costs or liability resulting from Grantors' acts or omissions, including, but not limited to, the release, use or deposit of any hazardous substance on the Property.

8.4. Counterparts. The parties to this Conservation Easement may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

8.5. Definitions. The terms "Grantors" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall mean either masculine or feminine, singular or plural, and shall include Grantors' and Grantee's respective personal representatives, heirs, successors, and assigns.

8.6. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.

8.7 Termination. The parties agree that it is the intent of this Conservation Easement to run with the land in perpetuity. If, however, circumstances arise in the future such as to render the Conservation Purpose of this Conservation Easement impossible to accomplish, this Easement may be terminated, in whole or in part, only by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which the Grantee, the United States and State of Nevada shall be entitled from such sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment shall be determined, unless otherwise provided by Nevada law at the time, in accordance with section 8.8. The Grantee shall use all such proceeds in a manner consistent with the Conservation Purposes of this Easement. Grantors and Grantee intend that this Easement shall not be terminated solely as a result of changes in the surrounding land uses, changed agricultural practices, the non-availability of water, or any other changes in the condition of the Property or the land surrounding the Property. Similarly, the fact that one of the Conservation Purposes is not being satisfied, e.g. that the property is not then in agricultural use, is not by itself sufficient reason for termination of this Easement. No voluntary or involuntary sale, exchange, conversion or conveyance of any kind of all or part of the Property, or any interest in it, shall limit or terminate the provisions of this Easement.

8.8 Proceeds From Sale or Other Disposition after Termination of Conservation Easement. This Conservation Easement constitutes a real property interest immediately vested in Grantee. The parties agree that this Conservation Easement has a fair market value equal to the greater of: (a) the value determined by multiplying the fair market value of the Property unencumbered by the Conservation Easement (minus any increase in value attributable to improvements made after the date of this Easement) by the ratio of the value of the Conservation Easement at the time of this grant to the value of the Property, unencumbered by the Conservation Easement; or (b) the amount of the difference between the fair market value of the Property unencumbered by this Conservation Easement at termination and the fair market value of the Property encumbered by this Conservation Easement, as determined by an appraisal approved by Grantors and Grantee by an appraiser selected by Grantors and Grantee. If the termination was sought by Grantor, the cost of the joint appraisal shall be paid by Grantor, otherwise the cost shall be shared equally by Grantee and Grantor. The value payable to Grantee shall be paid at the time of the termination: no final court order or other instrument terminating the Conservation Easement shall be recorded or will be effective unless Grantee is paid the value as provided above.

The United States and the State of Nevada shall be immediately reimbursed by Grantee for their proportionate shares of any proceeds which is 50% and 50%, respectively, and represents the percentage of the acquisition cost of this Conservation Easement that each contributed.

8.9 Environmental Warranty and Hazardous Waste. Grantors represents to the best of his/her knowledge and warrants that no hazardous substance or toxic waste exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Property.

Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor

further warrants that it has no actual knowledge of a release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

Moreover, Grantor hereby promises to indemnify the United States and Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property.

"Environmental Law" of "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

- a. Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, the State of Nevada or the United States to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an "owner" or "operator" with respect to the Property as those words are defined and used in environmental laws, including The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended or any corresponding state and local statute or ordinance.
- b. If at any time after the effective date of this Easement there occurs a release, discharge or other incident in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that are required of Grantor under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

8.10 Joint Obligation. The obligations imposed by this Conservation Easement upon Grantors shall be joint and several.

8.11 Merger of Fee and Conservation Easement Interests. Grantors and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and Conservation Easement interests in the Property and the Grantee shall take any steps necessary to perpetuate this Conservation



Easement, including assignment to another qualified entity with advance permission of the United States and the State of Nevada.

8.12 Notice. Any notice or request for approval required by this Conservation Easement must be in writing and delivered personally or sent by certified or registered mail, return receipt requested, addressed as follows or to such other address as either party from time to time shall designate by written notice to the other:

To Grantors: Robert F. Rusk & Marilyn L. Rusk, Trustees  
The Rusk Family Trust (U/D/T: April 30, 1996)  
4205 Old Highway 395  
Washoe Valley, NV 89704

To Grantee: Nevada Land Conservancy  
P.O. Box 20288  
Reno, NV 89515

To the United States: United States Dept. of Agriculture  
Natural Resources Conservation Service  
1365 Corporate Blvd.  
Reno, NV 89502-7102

To the State of Nevada: Division of State Lands  
Dept. of Conservation and Natural Resources  
901 S. Stewart St, Ste 5003  
Carson City, NV 89701

8.13 Real Estate Taxes. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, including any taxes imposed upon or incurred as a result of this Conservation Easement. Grantee may, at its discretion, pay any outstanding taxes or assessments and shall then be entitled to reimbursement from Grantors.

8.14 Recording. Grantee shall record this Conservation Easement in a timely manner in the official records for the county in which the Property is located. Grantee may re-record this Conservation Easement or any other documents necessary to protect its rights under this Conservation Easement or to assure the perpetual enforceability of this Conservation Easement.

8.15 Severability. If any provision or specific application of this Conservation Easement is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provisions to persons or circumstances other than those to which it was found to be invalid, shall not be affected thereby.

8.17 Subsequent Conservation Easements. Grantors shall neither lease nor convey any other easement in any way affecting the use and enjoyment of this Conservation Easement without the prior written approval of Grantee.

8.18 Successors. This Conservation Easement shall run with and burden the Property in perpetuity and shall bind Grantors and Grantee and their respective personal representatives, heirs, successors and assigns, and any other parties entitled to possess or use the Property.

8.19 Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer or conveyance.

8.20 Subordination. Any mortgage or lien arising after the date of this Conservation Easement shall be subordinated to the terms of this Conservation Easement.

8.21 Administrative Costs. The administration of this Conservation Easement by Grantee requires considerable time and expense. Grantee shall bear all routine administrative expenses related to the Conservation Easement including, but not limited to the following activities: routine easement monitoring and reporting, and notices of permitted activities, and routine staff work related to Grantor's refinancing and or sale of the Property. Grantor agrees to pay the reasonable expenses (including for staff and outside contractors) for non-routine administration of the Conservation Easement including, but not limited to enforcement of Easement violations, Grantor Easement amendment requests and requests for discretionary approvals.

8.22 Title Warranty. Grantors hereby warrant and represent that Grantors are the sole owners of the Property in fee simple and have the right and the ability to grant and convey this Conservation Easement to Grantee. The Property is free and clear of all encumbrances other than those subordinated to this Conservation Easement.

8.22 Contingent Right in the State of Nevada. Pursuant to N.R.S. Section 111.410, in the event that the Grantee fails to enforce the terms and conditions of the Conservation Easement created by this Deed, as determined in the sole discretion of the State of Nevada, the State of Nevada shall have the same rights of enforcement as the Conservancy, including the right of access to monitor compliance; provided, however, that the State of Nevada agrees that it shall not exercise the enforcement rights granted herein with respect to any act, conduct or activity which:

- a. was the subject of a prior enforcement action by the Grantee, regardless of the resolution of the enforcement action, whether by judgment of a court, order of an administrative body, or through compromise and a written settlement between the Grantee and Grantor; or
- b. the Grantee approved, or was deemed to have approved, pursuant to the terms and conditions of the Conservation Easement.

In the event that Grantee(s) attempt(s) to terminate, transfer, or otherwise divest themselves of any rights, title, or interests of this Conservation Easement, or extinguish the Conservation Easement, without prior consent of the State of Nevada, and payment of consideration to the State and the United States, and the United States declines to take title to this Conservation Easement as provided for below, then, at the option of the State, Grantee shall transfer Grantee's interest in this Easement to the State or another public agency or qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Conservation Easement.

8.23 Right of Enforcement of the United States of America. Under this Conservation Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary), on behalf

of the United States, will exercise these rights under the following circumstances: In the event that the Grantee or the State of Nevada fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Secretary, the Secretary and his or her successors or assigns may exercise the United States' rights to enforce the terms of this Conservation Easement through any and all authorities available under Federal or State law.

8.24 Cooperation. The parties agree to cooperate in good faith with each other in the administration of this Conservation Easement. Each party hereto will, upon the reasonable request of the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be reasonably necessary in order to fulfill the intents and purposes of this Easement.

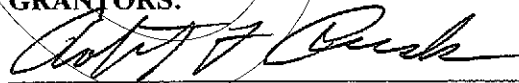
8.25 Warranty of Authority. Each person executing this Easement on behalf of a party represents and warrants that such person is duly and validly authorized to do so, has full right and authority to enter into this Easement and all of its obligations hereunder.

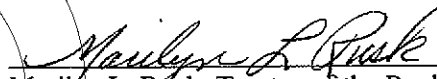
8.26 Schedule of Exhibits. Each of the Exhibits are attached and incorporated by this reference.  
Exhibit A: Legal Description of Property  
Exhibit B: Property Map  
Exhibit C: Description of Zones  
Exhibit D: Baseline Report  
Exhibit E: Proof of Water Rights

TO HAVE AND TO HOLD this Conservation Easement to the use, benefit, and behalf of the Trust, its successors and assigns forever

IN WITNESS WHEREOF, Grantors has executed this Conservation Easement this 9 day of December, 2010.


**GRANTORS:**

  
\_\_\_\_\_  
Robert F. Rusk, Trustee of the Rusk Family Trust

  
\_\_\_\_\_  
Marilyn L. Rusk, Trustee of the Rusk Family Trust

**GRANTEE:**

**NEVEDA LAND CONSERVANCY,**  
a Nevada non-profit corporation

By:   
\_\_\_\_\_  
CRAIG SCHRIBER, CHAIRMAN

State of Nevada )  
County ) of Washoe

Personally came before me this 9<sup>th</sup> day of December, 2010, the above named Robert F. Busk, Marilyn L. Busk and Craig Schreiber, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Caitlin Van Ornum  
Signature of Notary Public

Caitlin Van Ornum  
Typed Name of Notary Public

Notary Public, State of Nevada  
My Commission (expires) (is)  
October 20, 2013

**ACCEPTANCE OF PROPERTY INTEREST BY THE  
NATURAL RESOURCES CONSERVATION SERVICE**

The Natural Resources Conservation Service, an agency of the United States Government, hereby accepts and approves the foregoing Conservation Easement deed, and the rights conveyed therein, on behalf of the United States of America.

Bruce Peterson  
Bruce Peterson, State Conservationist  
USDA, Natural Resources Conservation Service

COUNTY OF WASHOE )  
STATE OF NEVADA )

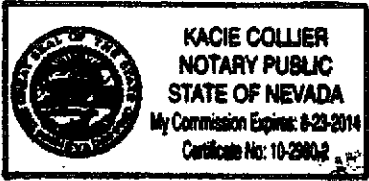
On this 20<sup>th</sup> day of December, 2010, before me, the undersigned, a Notary Public in and for the State, personally appeared Bruce Peterson known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that she is the State Conservationist of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the deed to be her voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written

Kacie Collier  
Notary Public, State of Nevada

Residing at Reno, Nevada

My Commission Expires 08/23/2014



**Legal Descriptions of Rusk Parcels: (Exhibit A)**

All those certain lots, pieces or parcels of land situate in the County of Washoe, State Of Nevada, being all those portions of Sections 10 and 11, Township 16 North, Range 19 East, M.D.M., described as follows:

**PARCEL 1:**

Commencing at the West quarter corner of Section 10, T.16N., R.19E, M.D.M.;  
Thence S 86°49'22" E, 1753.22 feet to a point on the easterly right-of-way line of Old U.S. Highway 395;

Thence along said easterly right-of-way line, N 12°28'00" W, 71.99 feet;  
Thence departing said easterly right-of-way line of Old U.S. Highway 395, along the northerly right-of-way line of William Brent Road, as shown on the Official Plat of Bellevue Ranches Unit No. 1, recorded September 30, 1969, as Tract Map 1131, Document No. 155451, Official Records of Washoe County, Nevada, S 88°56'00" E, 2014.49 feet to the POINT OF BEGINNING;

Thence continuing along said northerly right-of-way line, S 88°56'00" E, 320.49 feet;  
Thence N 00°50'50" E, 341.75 feet;  
Thence N 89°09'10" W, 320.49 feet;  
Thence S 00°50'50" W, 340.52 feet to the point of beginning.

Said Parcel being shown and delineated as Parcel 3 on Record of Survey No. 3545, filed January 12, 1999, as File No. 2295696.

APN: 055-081-51

Document Number 2295695 is provided pursuant to the requirements of Section 1.NRS 111.312

**PARCEL 2:**

Commencing at the West quarter corner of Section 10, T. 16N., R. 19E., M.D.M.;  
Thence S 86°49'22" E, 1753.22 feet to a point on the easterly right-of-way line of Old U.S. Highway 395;

Thence along said easterly right-of-way line, N 12°28'00" W, 71.99 feet;  
Thence departing said easterly right-of-way line of Old U.S. Highway 395, along the northerly right-of-way line of William Brent Road, as shown on the Official Plat of Bellevue Ranches Unit No. 1, recorded September 30, 1969, as Tract Map 1131, Document No. 155451, Official Records of Washoe County, Nevada, S 88°56'00" E., 2334.98 feet to the POINT OF BEGINNING;

Thence continuing along said northerly right-of-way line the following two courses and distances:

S 88°56'00" E, 276.12 feet;  
S 89°07'34" E, 43.81 feet;  
Thence N 00°45'03" E, 342.90 feet;  
Thence N 89°10'00" E, 319.35 feet;  
Thence S 00°50'50" W, 341.75 feet to the point of beginning.

Said Parcel being shown and delineated as Parcel 5 on Record of Survey No. 3545, filed January 12, 1999, as File No. 2295696.

APN: 055-081-53

Document Number 2295695 is provided pursuant to the requirements of Section 1.NRS 111.312

**PARCEL 3:**

Commencing at the West quarter of Section 10, T. 16N., R. 19E, M.D.M.;  
Thence S 86°49'22" E, 1753.22 feet to a point on the easterly right-of-way line of Old U.S. Highway 395;  
Thence easterly right-of-way line, N 12°28'00" W, 71.99 feet;  
Thence departing said easterly right-of-way line of Old U.S. Highway 395, along the northerly right-of-way line of William Brent Road, as shown on the Official Plat of Bellevue Ranches Unit No. 1, recorded September 30, 1969, as Tract Map 1131, Document No. 155451, Official Records of Washoe County, Nevada, the following two courses and distances:  
S 88°56'00" E, 2611.10 feet;  
S 89°07'34" E, 43.81 feet to the POINT OF BEGINNING  
Thence continuing along said northerly right-of-way line, S 89°07'34" E, 318.52 feet;  
Thence N 00°45'03" E, 343.59 feet;  
Thence N 89°14'57" W, 318.52 feet;  
Thence S 00°45'03" W, 342.90 feet to the point of beginning.

Said Parcel being shown and delineated as Parcel 7 on Record of Survey No. 3545, filed January 12, 1999, as File No. 2295696.

APN: 055-081-55

Document Number 2295695 is provided pursuant to the requirements of Section 1.NRS 111.312

**PARCEL 4:**

Commencing at the West quarter corner of Section 10, T. 16N., R. 19E., M.D.M.;  
Thence S 86°49'22" E. 1753.22 feet to a point on the easterly right-of-way line of Old U.S. Highway 395;



Thence along said easterly right-of-way line, N 12°28'00" W, 71.99 feet;  
Thence departing said easterly right-of-way line of Old U.S. Highway 395, along the northerly right-of-way line of William Brent Road, as shown on the Official Plat of Bellevue Ranches Unit No. 1, recorded September 30, 1969, as Tract Map 1131, Document No. 155451, Official Records of Washoe County, Nevada, the following two courses and distances:

S 88°56'00" E, 2611.10 feet;

S 89°07'34" E, 362.33 feet to the POINT OF BEGINNING;

Thence continuing along said northerly right-of-way line, S 89°07'34" E, 317.89 feet;

Thence N 00°45'03" E, 344.27 feet;

Thence N 89°14'57" W, 317.89 feet;

Thence S 00°45'03" W, 343.59 feet to the point of beginning.

Said Parcel being shown and delineated as Parcel 9 on Record of Survey No. 3545, filed January 12, 1999, as File No. 2295696.

APN: 055-081-57

Document Number 2295695 is provided pursuant to the requirements of Section 1.NRS 111.312

**PARCEL 5:**

Commencing at the West quarter corner of Section 10, T. 16N., R. 19E., M.D.M.;  
Thence S 86°49'22" E, 1753.22 feet to a point on the easterly right-of-way line of Old U.S. Highway 395;

Thence along said easterly right-of-way line, N 12°28'00" W, 71.99 feet;

Thence departing said easterly right-of-way line of Old U.S. Highway 395, along the northerly right-of-way line of William Brent Road, as shown on the Official Plat of Bellevue Ranches Unit No. 1, recorded September 30, 1969, as Tract Map 1131, Document No. 155451, Official Records of Washoe County, Nevada, the following two courses and distances:

S 88°56'00" E, 2611.10 feet;

S 89°07'34" E, 680.22 feet to the POINT OF BEGINNING;

Thence continuing along said northerly right-of-way line, S 89°07'34" E, 243.17 feet;

Thence along the arc of a 50.00 foot radius curve to left through a central angle of 90°54'17" a distance of 79.33 feet;

Thence S 53°18'50" E, 62.38 feet;

Thence N 00°01'51" W, 330.75 feet;

Thence N 89°14'57" W, 339.26 feet;

Thence S 00°45'03" W, 344.27 feet to the point of beginning.

Said Parcel being shown and delineated as Parcel 11 on Record of Survey No. 3545, filed January 12, 1999, as File No. 2295696.

APN: 055-081-59

Document Number 2295695 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 6:

Beginning at the southwest corner of Parcel 1 as shown on the Record of Survey Supporting a Boundary Line Adjustment for The Rusk Family Trust, recorded January 12, 1999, as Record of Survey Map 3545, Document No. 2295696, Official Records of Washoe County, Nevada;

Thence S  $88^{\circ}17'28''$  E, 190.03 feet;

Thence N  $01^{\circ}29'22''$  E, 678.61 feet;

Thence N  $88^{\circ}43'48''$  W, 198.46 feet;

Thence S  $00^{\circ}46'35''$  W, 677.18 feet to the point of beginning.

Said Parcel being shown and delineated a Parcel 1A on Record of Survey No. 3938, filed June 25, 2001, as File No. 2566741.

APN: 055-081-71

Document Number 2566740 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 7:

Beginning at the southeast corner of Parcel 1 a shown on the Record of Survey Supporting a Boundary Line Adjustment for the Rusk Family Trust, recorded January 12, 1999, as Record of Survey 3545, Document No. 2295696, Official Records of Washoe County, Nevada;

Thence N  $01^{\circ}29'22''$  E, 340.52 feet;

Thence N  $88^{\circ}30'38''$  W, 321.65 feet;

Thence S  $01^{\circ}29'22''$  W, 339.29 feet;

Thence S  $88^{\circ}17'28''$  E, 321.65 feet to the point of beginning.

Said Parcel being shown and delineated a Parcel 1B on Record of Survey No. 3938, filed June 25, 2001, as File No. 2566741.

APN: 055-081-70

Document Number 2566740 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 8:

Beginning at the northeast corner of Parcel 1 as shown on the Record of Survey Supporting a Boundary Line Adjustment for The Rusk Family Trust, recorded January 12, 1999, as Record of Survey Map 3545, Document No. 2295696, Official Records of Washoe County, Nevada;

Thence N 88°43'48" W, 321.65 feet;

Thence S 01°29'22" W, 339.32 feet;

Thence S 88°30'38" E, 321.65 feet;

Thence N 01°29'22" E, 340.56 feet to the point of beginning.

Said Parcel being shown and delineated a Parcel 1C on Record of Survey No. 3938, filed June 25, 2001, as File No. 2566741.

APN: 055-081-72

Document Number 2566740 is provided pursuant to the requirements of Section 1.NRS 111.312

**PARCEL 9:**

Beginning at the northwest corner of Parcel 2 as shown on the Record of Survey Supporting a Boundary Line Adjustment for the Rusk Family Trust, recorded January 12, 1999, as Record of Survey 3545, Document No. 2295696, Official Records of Washoe County, Nevada;

Thence S 01°29'22" W, 340.56 feet;

Thence S 88°30'38" E, 320.49 feet;

Thence N 01°29'22" E, 341.78 feet;

Thence N 88°43'48" W, 320.49 feet to the point of beginning.

Said Parcel being shown and delineated a Parcel 2A on Record of Survey No. 3938, filed June 25, 2001, as File No. 2566741.

APN: 055-081-50

Document Number 2566740 is provided pursuant to the requirements of Section 1.NRS 111.312

**PARCEL 10:**

Beginning at the northeast corner of Parcel 4 as shown on the Record of Survey Supporting a Boundary Line Adjustment for The Rusk Family Trust, recorded January 12, 1999, as Record of Survey Map 3545, Document No. 2295696, Official Records of Washoe County, Nevada;

Thence S 01°29'22" W, 341.78 feet;

Thence S 88°31'28" E, 319.35 feet;

Thence N 01°23'35" E, 342.93 feet;

Thence N 88°43'48" W, 318.77 feet to the point of beginning.

Said Parcel being shown and delineated a Parcel 4A on Record of Survey No. 3938, filed June 25, 2001, as File No. 2566741.

APN: 055-081-52

Document Number 2566740 is provided pursuant to the requirements of Section 1.NRS 111.312

**PARCEL 11:**

Beginning at the northwest corner of Parcel 6 as shown on the Record of Survey Supporting a Boundary Line Adjustment for The Rusk Family Trust, recorded January 12, 1999, as Record of Survey Map 3545, Document No. 2295696, Official Records of Washoe County, Nevada;

Thence S 01°23'35" W, 342.93 feet;

Thence S 88°36'25" E, 318.52 feet;

Thence N 01°23'35" E, 343.61 feet;

Thence N 88°43'48" W, 318.52 feet to the point of beginning.

Said Parcel being shown and delineated a Parcel 6A on Record of Survey No. 3938, filed June 25, 2001, as File No. 2566741.

APN: 055-081-54

Document Number 2566740 is provided pursuant to the requirements of Section 1.NRS 111.312

**PARCEL 12:**

Beginning at the northwest corner of Parcel 8 as shown on the Record of Survey Supporting a Boundary Line Adjustment for The Rusk Family Trust, recorded January 12, 1999, as Record of Survey Map 3545, Document No. 2295696, Official Records of Washoe County, Nevada;

Thence S 01°23'35" W, 343.61 feet;

Thence S 88°36'25" E, 317.89 feet;

Thence N 01°23'35" E, 344.29 feet;

Thence N 88°43'48" W, 317.89 feet to the point of beginning.

Said Parcel being shown and delineated a Parcel 8A on Record of Survey No. 3938, filed June 25, 2001, as File No. 2566741.

APN: 055-081-56

Document Number 2566740 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 13:

Beginning at the northwest corner of Parcel 10 as shown on the Record of Survey Supporting a Boundary Line Adjustment for The Rusk Family Trust, recorded January 12, 1999, as Record of Survey Map 3545, Document No. 2295696, Official Records of Washoe County, Nevada;

Thence S 01°23'35" W, 344.29 feet;  
Thence S 88°36'25" E, 339.26 feet;  
Thence N 00°36'41" E, 345.04 feet;  
Thence N 88°43'48" W, 334.55 feet to the point of beginning.

Said Parcel being shown and delineated a Parcel 10A on Record of Survey No. 3938, filed June 25, 2001, as File No. 2566741.

APN: 055-081-58

Document Number 2566740 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 14:

Beginning at the northeast corner of Parcel 12 as shown on the Record of Survey Supporting a Boundary Line Adjustment for The Rusk Family Trust, recorded January 12, 1999, as Record of Survey Map 3545, Document No. 2295696, Official Records of Washoe County, Nevada;

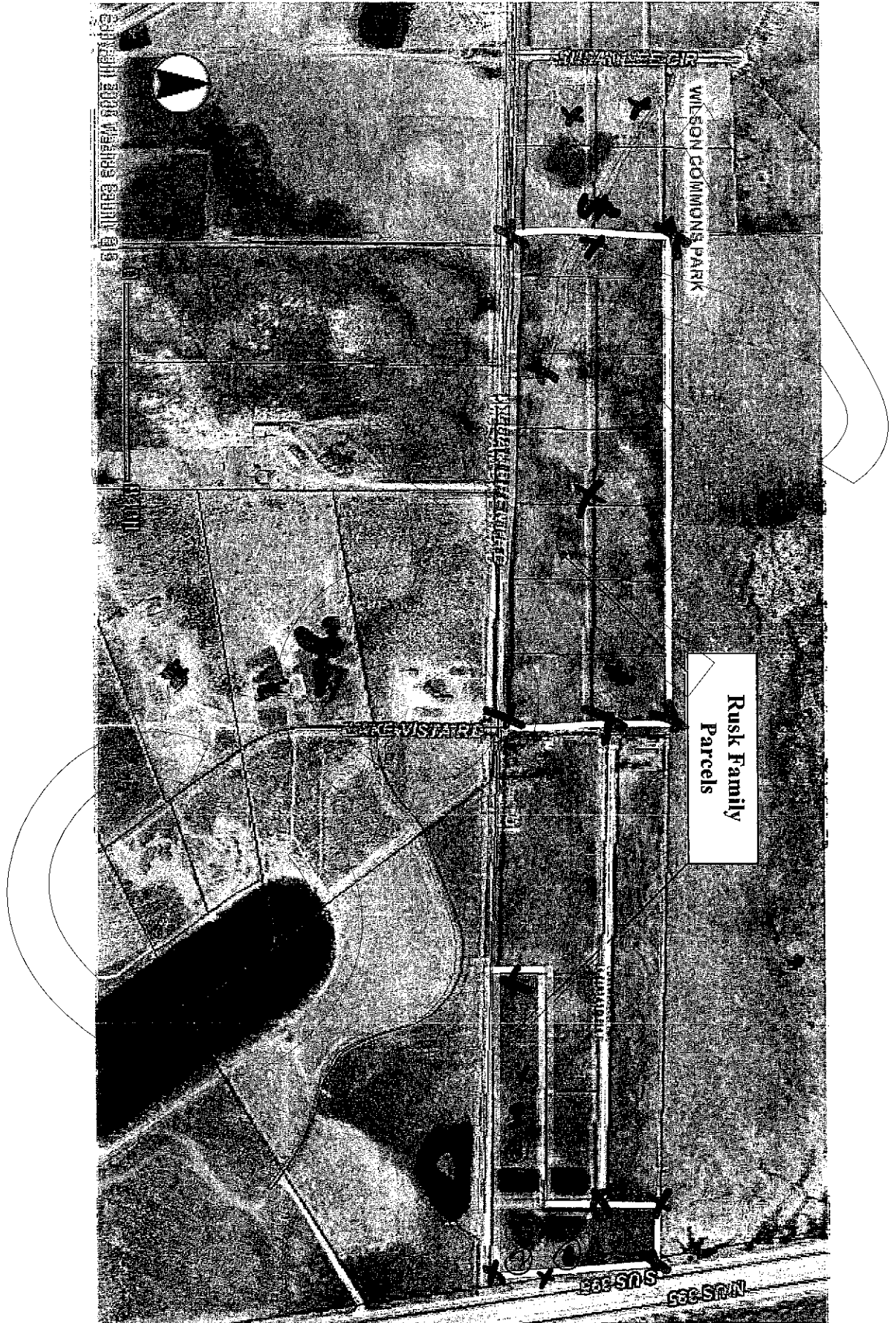
Thence N 88°43'48" W, 260.77 feet;  
Thence S 00°29'42" W, 241.18 feet;  
Thence N 88°12'41" W, 1918.66 feet;  
Thence along the arc of a 50.00 foot radius curve to the right through a central angle of 88°49'22" a distance of 77.51 feet;  
Thence S 00°36'41" W, 150.03 feet;  
Thence along the arc of a 50.00 foot radius curve to the right from a tangent bearing N 00°36'41" E through a central angle of 91°10'38" a distance of 79.57 feet;  
Thence S 88°12'41" E, 1997.40 feet;  
Thence along the arc of a 30.00 foot radius curve to the left from a tangent bearing N 88°12'41" W through a central angle of 91°17'37" a distance of 47.80 feet;  
Thence S 00°29'42" W, 184.82 feet;  
Thence N 88°13'23" W, 1006.18 feet;  
Thence S 00°36'41" W, 215.70 feet;  
Thence S 88°14'04" W, 1332.25 feet;  
Thence N 08°28'42" W, 736.05 feet to the point of beginning.

Said Parcel being shown and delineated a Parcel 12A on Record of Survey No. 3938, filed June 25, 2001, as File No. 2566741.

APN: 055-081-73

Document Number 2566740 is provided pursuant to the requirements of Section 1.NRS 111.312

Property Map of Rusk Parcels: (Exhibit B)

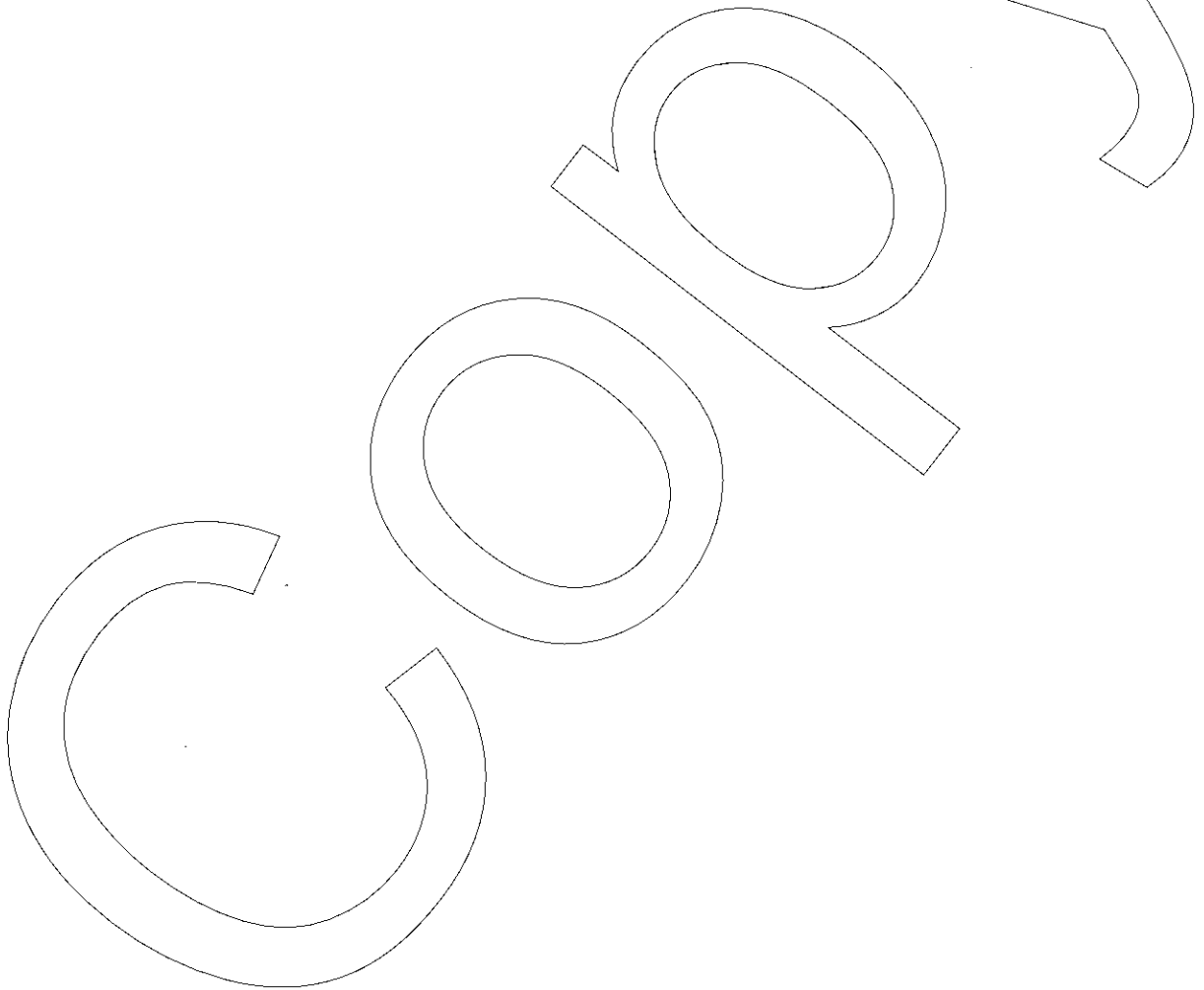




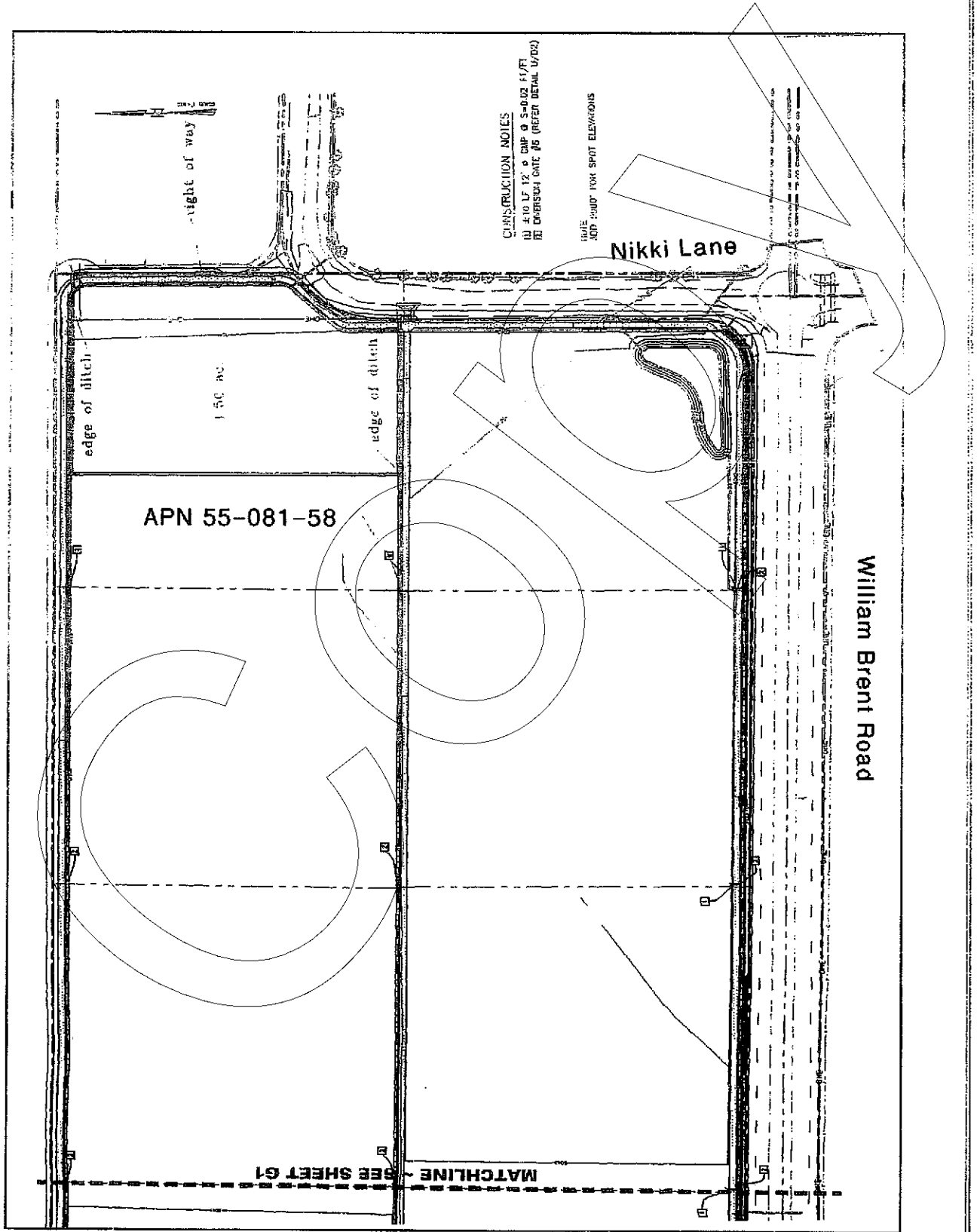
**Exhibit C: Description of Zones**

Agricultural Zone. The Agricultural Zone consists of approximately 43.5 acres of soil important to the State of Nevada and the United States. The Conservation Values include open space adjacent to Wilson Commons Park, productive farmland, irrigation water and riparian habitat, and soils of statewide importance.

Homestead Zone. The Homestead Zone consists of approximately 1.5 acres of the east side of Parcel 10A on record of survey number 3938 filed June 5, 2001 2566741, APN 55-080-58, which if developed, will not include more than 38,700 square feet of impervious surface.



### Homestead Zone Location Map





# WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER  
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3661  
FAX (775) 325-8010

## LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

*Shelly Saltz*  
\_\_\_\_\_  
Signature

12/22/2010  
\_\_\_\_\_  
Date

Shelly Saltz  
\_\_\_\_\_  
Printed Name

Bill Detail

[Back to Account Detail](#)
[Change of Address](#)
[Print this Page](#)

Washoe County Parcel Information		
Parcel ID	Status	Last Update
05508103	Active	11/4/2020 1:41:11 AM
<b>Current Owner:</b> RUSK FAMILY TRUST 4205 OLD US HIGHWAY 395 N WASHOE VALLEY, NV 89704		<b>SITUS:</b> 0 NIKKI LN WCTY NV
<b>Taxing District</b> 4000		<b>Geo CD:</b>
Legal Description Township 16 Range 19 Section 11 SubdivisionName _UNSPECIFIED		

Installments						
Period	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	8/17/2020	2020	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Due:</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Tax Detail			
	Gross Tax	Credit	Net Tax
<a href="#">State of Nevada</a>	\$0.41	(\$0.02)	\$0.39
<a href="#">Truckee Meadows Fire Dist</a>	\$1.32	(\$0.07)	\$1.25
<a href="#">Washoe County</a>	\$3.40	(\$0.17)	\$3.23
<a href="#">Washoe County Sc</a>	\$2.78	(\$0.15)	\$2.63
<b>Total Tax</b>	<b>\$7.91</b>	<b>(\$0.41)</b>	<b>\$7.50</b>

Payment History				
Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2020	2020433943	B20.130929	\$7.50	7/31/2020

**Pay By Check**

Please make checks payable to:  
**WASHOE COUNTY TREASURER**

**Mailing Address:**  
P.O. Box 30039  
Reno, NV 89520-3039

**Overnight Address:**  
1001 E. Ninth St., Ste D140  
Reno, NV 89512-2845

**Change of Address**

All requests for a mailing address change must be submitted in writing, including a signature (unless using the online form).

To submit your address change online [click here](#)

Address change requests may also be faxed to: (775) 328-3642

Address change requests may also be mailed to:  
Washoe County Assessor  
1001 E 9th Street  
Reno, NV 89512-2845

The Washoe County Treasurer's Office makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. If you have any questions, please contact us at (775) 328-2510 or [tax@washoecounty.us](mailto:tax@washoecounty.us)

This site is best viewed using Google Chrome, Internet Explorer 11, Mozilla Firefox or Safari.

APN: 055-081-03

Escrow No. 00201437 - 001 -04  
RPTT \$ -0-

When Recorded Return to:  
Robert F. Rusk, Marilyn L. Rusk &  
Robert F. Rusk, Jr.  
**4205 OLD HWY 395 N.**  
**CARSON CITY, NV 89704**  
Mail Tax Statements to:  
Grantee same as above



SPACE ABOVE FOR RECORDERS USE

**Grant, Bargain, Sale Deed**

For valuable consideration, the receipt of which is hereby acknowledged,  
Robert F. Rusk and/or Marilyn L. Rusk, trustees of THE RUSK FAMILY TRUST CREATED  
BY A DECLARATION OF TRUST EXECUTED ON APRIL 30TH, 1996.

do(es) hereby Grant, Bargain, Sell and Convey to  
Robert F. Rusk and/or Marilyn L. Rusk, trustees of THE RUSK FAMILY TRUST CREATED  
BY A DECLARATION OF TRUST EXECUTED ON APRIL 30TH, 1996 as to an undivided  
50% interest, and Robert F. Rusk, Jr. an unmarried man, as to the remaining 50% interest.

all that real property situate in the City of Reno, County of Washoe, State of Nevada,  
described as follows:

**See Exhibit A attached hereto and made a part hereof.**

Together with all and singular the tenements, hereditaments and appurtenances thereunto  
belonging or in anywise appertaining.

SEE SIGNATURE PAGE AND NOTARY ACKNOWLEDGEMENT ATTACHED HERETO  
AND MADE A PART HEREOF.

SPACE BELOW FOR RECORDER

This Signature/Notary Acknowledgment page is attached to the Grant, Bargain and Sale Deed by and between THE RUSK FAMILY TRUST CREATED BY A DECLARATION OF TRUST EXECUTED ON APRIL 30TH, 1996, Grantor, and Robert F. Rusk, Jr. an unmarried man, Grantee, dated and executed herewith:

Witness my/our hand(s) this 29<sup>th</sup> day of October, 2013

THE RUSK FAMILY TRUST CREATED  
BY A DECLARATION OF TRUST  
EXECUTED ON APRIL 30TH, 1996.

*Robert F. Rusk*  
Robert F. Rusk, Trustee

*only one signature required*  
Marilyn L. Rusk, Trustee

STATE OF NEVADA  
COUNTY OF WASHOE

This instrument was acknowledged before me on October 29, 2013  
by Robert F. Rusk and ~~Marilyn L. Rusk~~, trustees

*Kat Williams*  
NOTARY PUBLIC



SPACE BELOW FOR RECORDER



**Exhibit A****PARCEL 1:**

All that certain piece or parcel of land situate in Section 11, Township 16 North, Range 19 East, M.D.B.&M., Washoe County, Nevada, described as follows:

Commencing at the West Quarter Corner of Section 10 in said Township and Range; thence South  $86^{\circ}49'22''$  East 1753.22 feet to a point on the Easterly right-of-way line of U.S. Highway 395; thence along said right-of-way line North  $12^{\circ}28'00''$  West 30.86 feet to the center line of a proposed road; thence along the center line of said proposed road the following three courses and distances: South  $88^{\circ}56'00''$  East 2601.53 feet, South  $89^{\circ}07'34''$  East 999.90 feet, South  $88^{\circ}52'36''$  East 2017.77 feet; thence leaving the centerline of said proposed road North  $00^{\circ}08'50''$  West 240.52 feet; thence South  $88^{\circ}51'55''$  East 25.00 feet to the true point of beginning; thence North  $00^{\circ}08'50''$  West 184.82 feet to a point on a curve to the right; thence along said curve to the right having a central angle of  $91^{\circ}17'37''$ , a radius of 30.00 feet, for an arc distance of 47.80 feet; thence North  $88^{\circ}51'13''$  West 530.59 feet; thence South  $00^{\circ}01'51''$  East 215.61 feet; thence South  $88^{\circ}51'55''$  East 500.33 feet to the true point of beginning.

**PARCEL 2:**

TOGETHER WITH a non-exclusive easement for roadway and utility purposes 60.00 feet in width, the center line of which is described as follows:

Commencing at the West Quarter Section Corner of Section 10, Township 16 North, Range 19 East, M.D.B.&M., Washoe County, Nevada; thence South  $86^{\circ}49'22''$  East 1753.22 feet to a point on the Easterly right-of-way line of U.S. Highway 395; thence North  $12^{\circ}28'00''$  West 30.86 feet along the Easterly right-of-way line of said highway to the center line of a proposed street, the point of beginning; thence South  $88^{\circ}56'00''$  East 2601.53 feet; thence South  $89^{\circ}07'34''$  East 999.90 feet; thence continuing along said center line 50.00 feet in width with the following course and distances: North  $0^{\circ}01'51''$  West 405.27 feet; thence on a curve to the right having a radius of 75.00 feet through a central angle of  $91^{\circ}10'38''$  for an arc distance of 119.35 feet; thence South  $88^{\circ}51'13''$  East, a distance of 2688.82 feet to the point of ending; said point of ending being the center of a 45.00 foot radius proposed cul-de-sac.

*REF 2118577*

SPACE BELOW FOR RECORDER