



WASHOE COUNTY

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Comptroller _____

STAFF REPORT BOARD MEETING DATE: December 19, 2017

DATE: December 5, 2017
TO: Board of County Commissioners
FROM: Dave Solaro, Arch., P.E., Assistant County Manager
Manager’s Office, 328-3600, dsolaro@washoecounty.us
THROUGH: John Slaughter, County Manager
SUBJECT: Public hearing: Second reading and possible action to adopt an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving the Amended and Restated Development Agreement with Apple, Inc. for Case Number DA11-001 for Reno Technology Park and Sparks Energy Park, approved by Ordinance 1476; which amendment permits the construction and operation of a certain Technology Park, and other matters properly related thereto. (Commission District 4.)

SUMMARY

The Washoe County Commission will hold a public hearing for the second reading and possible adoption of an ordinance adopting an Amended and Restated Development Agreement with Apple, Inc. for Case Number DA11-001 relating to development within the Reno Technology Park and Sparks Energy Park as approved with Special Use Permit Case Numbers SW11-001, SW11-002 and SW11-003.

Washoe County Strategic Objective: Proactive economic development and diversification.

PREVIOUS BOARD ACTION

Washoe County Commission:

- On August 9, 2011, the Special Use Permit for the power plant (SW11-001) was approved by the Washoe County Commission.
- On December 13, 2011, the Development Agreement for DA11-001 was approved as an ordinance by the Washoe County Commission.
- On July 30, 2012, a first amendment to the Development Agreement for DA11-001 was approved as an ordinance by the Washoe County Commission.
- On November 28, 2017, the Washoe County Commission held an introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving the Amended and Restated Development Agreement with Apple, Inc. for Case Number DA11-001 for Reno Technology Park and Sparks Energy Park, approved by Ordinance 1476; which amendment permits the

AGENDA ITEM # _____

construction and operation of a certain Technology Park and scheduled the public hearing for the second reading and possible adoption of the Ordinance for December 12, 2017.

- On December 12, 2017, the Board opened the public hearing and continued the matter to December 19, 2017, to allow for notice to property owners per Development Code requirements that did not occur for the December 12, 2017, public hearing.

Washoe County Planning Commission:

- On July 5, 2011, the Special Use Permits for the power plant, water tanks and data center (SW11-001, SW11-002 & SW11-003) were approved by the Washoe County Planning Commission.

BACKGROUND

According to NRS Section 278.0201, Washoe County may enter into an agreement with any person having a legal or equitable interest in land for such matters as the permitted uses of the land, the density or intensity of its use, the maximum height and size of the proposed buildings and any provisions for the dedication of any portion of the land for public use.

The Development Agreement for the Reno Technology Park and Sparks Energy Park between Washoe County and Unique Infrastructure Group, LLC was approved in 2011 to address permitted uses throughout the Reno Technology Park and Sparks Energy Park (also known as the “Technology Park”).

Following the approval of the first amendment to the Development Agreement, Washoe County initiated an amendment to the both Master Plan and Regulatory Zoning maps for the East Truckee Canyon planning area to change the Open Space master plan category and regulatory zoning to a Rural master plan category and a General Rural regulatory zone within a “Special Development Area.” These changes were needed to avoid future potential conflicts with development of the approved Technology Park. Additionally an amendment to the Development Code (WCC Chapter 110) was completed creating a new commercial use type that better describes the data center technology and its associated facilities. This Code Amendment was needed to respond to the commercial use (data centers) which was not envisioned in the early nineties when the Table of Uses was first established within the Development Code.

In September of 2017 United Infrastructure Group, LLC assigned its interest in the 2011 Development Agreement to Apple, Inc. as part of a property purchase. The purpose of this Development Agreement amendment is to respond to changing circumstances that have come about as a result of sale of the Technology Park. This amendment includes minor changes requested by the new owner, and Washoe County staff to capture the current status of the Technology Park, and provide for the continuation of existing Special Use Permits pertinent to the Technology Park.

Washoe County has prepared these amendments to ensure that the amended Development Agreement substantially conforms with the Washoe County Master Plan, its associated Regulatory Zoning, and the Washoe County Development Code.

The findings to support the Development Agreement are:

1. That entering into such an amended agreement is in the best interest of Washoe County and would promote the public interest and welfare of the County because the Technology Park is a significant investment in the community; is of national importance that will attract economic attention to the region; will diversify the County's economic base; will generate high paying employment; will stimulate economic and housing demand in the area; and, will increase both property tax and electric provider license revenues;
2. That the construction of the Technology Park by its new owner is imminent and within the parameters contemplated in the Development Agreement; and
3. That the amendment is consistent with the Washoe County Master Plan in that it is compatible with and does not pose a direct conflict to the Plan, especially considering that the project has previously been determined to be compatible with the Master Plan and the Truckee Meadows Regional Plan by the Truckee Meadows Regional Planning Commission, and this amendment does not alter the project description that was so determined, it only clarifies the owner, modifies the construction schedule supporting the Technology Park, removes requirements specific to the water system no longer necessary by Washoe County, and defines the current status of the project.

FISCAL IMPACT

None

RECOMMENDATION

It is recommended that the Board of County Commissioners adopt an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving the Amended and Restated Development Agreement with Apple, Inc. for Case Number DA11-001 for Reno Technology Park and Sparks Energy Park, approved by Ordinance 1476; which amendment permits the construction and operation of a certain Technology Park, and other matters properly related thereto.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to adopt an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving the Amended and Restated Development Agreement with Apple, Inc. for Case Number DA11-001 for Reno Technology Park and Sparks Energy Park, approved by Ordinance 1476; which amendment permits the construction and operation of a certain Technology Park, and other matters properly related thereto."

Attachments: A. Ordinance
B. Amended and Restated Development Agreement

cc: Apple Inc., Attn: Sr. Director, Real Estate and Development, 1 Infinite Loop,
Cupertino, CA 95014

REGULAR TEXT: NO CHANGE IN LANGUAGE

~~STRIKEOUT TEXT:~~ DELETE LANGUAGE

BOLD TEXT: NEW LANGUAGE

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

ORDINANCE APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT (RENO TECHNOLOGY PARK; SPARKS ENERGY PARK)

SUMMARY: An ordinance approving an Amended and Restated Development Agreement (Reno Technology Park; Sparks Energy Park) originally approved in January 2012 (Development Agreement Case Number DA11-001, ordinance number 1476), and first amended in July 2012 (First Amendment to Development Agreement, ordinance number 1495), which amendment permits the construction and operation of a certain Technology Park.

BILL NO. _____

ORDINANCE NO. _____

TITLE:

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH APPLE, INC. (RENO TECHNOLOGY PARK; SPARKS ENERGY PARK) ORIGINALLY APPROVED IN JANUARY 2012 WITH UNIQUE INFRASTRUCTURE GROUP (UGI) (DEVELOPMENT AGREEMENT CASE NUMBER DA11-001, ORDINANCE NUMBER 1476), AND FIRST AMENDED IN JULY 2012 WITH UGI (FIRST AMENDMENT TO DEVELOPMENT AGREEMENT, ORDINANCE NUMBER 1495), WHICH AMENDMENT PERMITS THE CONSTRUCTION AND OPERATION OF A CERTAIN TECHNOLOGY PARK; AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS:

SECTION 1. Recitals

A. Developer purchased the Property (other than the Existing Apple Development Area) from UIG. UIG assigned Special Use Permits SW11-001, SW11-002 and SW11-003 to Apple;

B. The Parties desire to amend and restate the Existing Development Agreement. Upon approval and recordation of this Amended and Restated Development Agreement by the County, the Existing Development Agreement shall be deemed to be completely amended, restated and superseded by this Agreement;

C. The Parties desire to enter into this Agreement in order to assure that the Project, as constructed, is consistent with the regulatory zone designations (General Commercial, Industrial and General Rural) and the goals and policies of the Truckee Canyon Area Plan of the Washoe County Master Plan, any relevant findings and conditions of the Washoe County Planning Commission in approving the Special Use Permits, and that adequate infrastructure is built as the Project is built. In the Table of Uses for Commercial Use Types in Section 110.302.05 of the Washoe County Development Code, Data Center (as defined in Section 110.304.25(m)) is an allowed use by right in Industrial Regulatory Zone and by special use permit in General Commercial, Neighborhood Commercial, Tourist Commercial, Public/Semi-Public, and the General Rural Regulatory Zones. The Parties further desire to memorialize the ability of Developer to establish a data center in any size, height and configuration at any location on the Property according to the needs and priorities of Developer;

D. Condition 3(f) of the Special Use Permit SW11-002 requires Developer to offer to dedicate the Water Storage Tanks and Water Distribution System to the County. The County no longer desires dedication because: (i) the County cannot provide water service there because the Project is outside the Truckee Meadows Service Area designated in the Regional Master Plan; (ii) the purpose and use of the system is outside the scope of water distribution projects that the County undertakes because the vast majority of the proposed use of water is for non-potable commercial uses; and (iii) the County cannot undertake the risk of liability if the system fails to deliver sufficient cooling water for

the Sparks Energy Park or the Reno Technology Park. The Parties acknowledge that the County cannot and will not accept dedication of and cannot and will not provide any assistance to, or to provide financial assistance to Developer, or operate the Water Storage Tanks and Distribution System should the Developer propose to abandon it or suggest or advocate for alternative uses that are not compatible with the Truckee Meadows Regional Plan;

E. Assessor's Parcel Numbers ("APNs") are created by the Washoe County Assessor for the purposes of property tax assessment and billing. APNs are sometimes changed for the convenience of the administration of property tax assessment when parcel lines are reconfigured or ownership of diverse parcels is consolidated. For the purposes of administering this Agreement, the Property shall be officially defined by the legal description included in Exhibit A and not the APNs associated with any particular parcel;

F. A duly noticed public hearing was held on the date that the amendment was approved and the adoption of this ordinance in accordance with WCC 110.814.25 and 110.814.30;

G. Following the public hearing, based on the staff reports and information brought forward at the public hearings this Board adopted the findings contained in the staff report recommending approval of the amendment as required by WCC 110.814.30(d); and

H. This ordinance does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DOES HEREBY ORDAIN:

SECTION 2. Approval of Amended and Restated Development Agreement

The amendments described in and attached hereto as Attachment A are hereby APPROVED by this ordinance. The

Attachment A – Draft Ordinance

Chairman is authorized to execute and deliver it for recording in the official records of Washoe County.

SECTION 3. General Terms.

1. This Ordinance and the Amended and Restated Development Agreement shall be recorded in the Official Records of Washoe County.
2. All actions, proceedings, matters and things heretofore taken, had and done by the County and its officers not inconsistent with the provisions of this Ordinance are ratified and approved.
3. The Chairman of the Board and the officers of the County are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance. The District Attorney is authorized to make non-substantive edits and corrections to this Ordinance and the attached agreement.
4. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.
5. Each term and provision of this ordinance shall be valid and shall be enforced to the extent permitted by law. If any term or provision of this ordinance or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this ordinance. In any event, the remainder of this ordinance, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

Attachment A – Draft Ordinance

Passage and Effective Date (Reno Technology Park; Sparks Energy Park)

Proposed on _____ (month) _____ (day), _____ (year).

Proposed by Commissioner _____.

Passed _____ (month) _____ (day), _____ (year).

Vote:

Ayes: Commissioners

Nays: Commissioners

Absent: Commissioners
_____.

Attest:

County Clerk

Chair of the Board

This ordinance shall be in force and effect from and after the _____ day of the month of _____ of the year _____.

Amended and Restated Development Agreement

(Reno Technology Park; Sparks Energy Park)

(NRS 278.0201; WCC 100.814)

Article I. PARTIES; DEFINITIONS; RECITALS

Section 1.01 Parties

(a) County Washoe County, a political subdivision of the State of Nevada
1001 East Ninth Street
Reno, Nevada 89512
Attn: Community Services Department

(b) Developer Apple Inc.
1 Infinite Loop, MS 119RE
Cupertino, CA 95014
Attn: Real Estate Department

With a copy to:

Apple Inc.
1 Infinite Loop, MS 4-DLAW
Cupertino, CA 95014
Attn: Real Estate Counsel

Section 1.02 Definitions

Agreement means this Amended and Restated Development Agreement between the County and Developer.

Applicable Law is defined in Section 2.01

Data Center is defined in Section 110.304.25(m) of the Washoe County Development Code.

Director means the Director of the Washoe County Community Services Department (“CSD”) or his designee.

Effective Date is defined in Section 3.01.

Existing Apple Development Area means a 345.23 acre portion of the Property that Developer previously acquired which is legally described as Parcel 1C of Record of Survey in connection

with a Boundary Line Adjustment Document No. 4121670, recorded on June 13, 2012 as Map No. 5434 in the Official Records of Washoe County (the “Official Records”).

Existing Development Agreement means that certain Development Agreement between Unique Infrastructure Group, LLC (“UIG”) and the County which was approved by Ordinance No. 1476 and was recorded in the Official Records as Document No. 4072595 on January 4, 2012, as amended by the First Amendment to Existing Development Agreement.

Existing Technology Park means a technology campus developed by Developer in the Existing Apple Development Area that that includes, among other things, three (3) operational data center buildings, one (1) data center building under construction and a variety of supporting infrastructure.

First Amendment to Existing Development Agreement means that certain First Amendment to Development Agreement between UIG and the County which was approved by Ordinance No. 1495 and was recorded in the Official Records as Document No. 4137316 on July 31, 2012.

Master Plan means the Washoe County Master Plan in effect at the time of the making of this Agreement and which is a series of documents, charts, drawings, diagrams, schedules and reports for the physical development of Washoe County which is prepared and adopted pursuant to NRS 278.150 et. seq.

Orange Book means the Standard Specifications for Public Works Construction Sponsored and Distributed by the Regional Transportation Commission of Washoe County, Cason City, Churchill County, City of Reno, City of Sparks, City of Yerington, and Washoe County as revised and amended from time to time.

Project means any development undertaken by Developer at the Property more particularly described in **Exhibit A**. Certain component parts of the Project are allowed by right under Applicable Law; at its sole discretion, Developer may also complete elements of the Project authorized by special use permits SW11-001 SW11-002, and SW11-003.

Property means approximately 1,671 acres of land more particularly described in **Exhibit A** hereto and includes Existing Apple Development Area. The Property excludes the Turquoise Solar Project, and the Parties agree that no public roads or other prescriptive access rights exist over or against the Property. The Property may be expanded or contracted from time to time as required by the needs of Developer. Any such adjustment may be incorporated into this Agreement as a minor modification that may be approved by the Director.

Reno Technology Park means a secured technology campus that includes multiple buildings, private roads and other infrastructure, energy substations and renewable energy generation facilities.

Sparks Energy Park means three (3) 120 megawatt combined cycle natural gas power plants that Developer may elect to construct (utilizing natural gas turbine generators operating in a combined cycle mode where exhaust heat is recovered, converted into steam and used to generate additional electricity) each including two (2) gas turbines, two (2) heat recovery

systems, three additional cooling towers, and one (1) steam turbine together with deaerators, boiler feed pumps, aqueous ammonia storage tanks and associated concrete containment berms, monitoring equipment, an evaporation pond, a maintenance building, two (2) story electrical switchgear building, and substations, transmission line and associated grading to support the construction and operation of the technology park. The Sparks Energy Park is authorized for development by special use permit SW11-001.

Special Use Permit(s) means special use permits SW11-001, SW11-002, and SW11-003. Other than locating Project elements on the Property, which shall be at the sole discretion of Developer, the scope of SW11-001 or SW11-002 may not be expanded in favor of Developer outside of Washoe County's ordinary planning and public hearing processes included in the Washoe County Development Code. Subsequent to the approval of SW11-003, Washoe County adopted amendments to its Master Plan and Development Code specifically allowing Data Center uses to be established as a matter of right on any parcel bearing an Industrial zoning designation. On that basis, any restriction in size, density, number, or location of structures or associated facilities attendant to any Data Center use, whether actual or implied by SW11-003, shall not be applicable to the Project.

SW11-001 means a special use permit for the Sparks Energy Park, granted by the Washoe County Planning Commission on July 5, 2011.

SW11-002 means a special use permit for Water Storage Tanks for the Project, granted by the Washoe County Planning Commission on July 5, 2011. As of the Effective Date (as defined below), two (2) of the Water Storage Tanks have been constructed and two (2) remain authorized in future development phases, subject to the needs of Developer.

SW11-003 means a special use permit authorizing establishment of a Data Center use on the Property granted by the Washoe County Planning Commission on July 5, 2011.

Turquoise Solar Project means that certain solar generating power plant to be developed by Turquoise Solar LLC or an affiliated company adjacent to the Property. The Turquoise Solar Project exists independently of the Project and is not subject to this Agreement.

Water Storage Tanks and Water Distribution System means two (2) one-million gallon water tanks to be served by potable water production wells, water pump stations, the construction of approximately 14,000 linear feet water distribution system which were previously installed by UIG, and two (2) one-million gallon water tanks to serve the Project.

Section 1.03 Recitals

A. Developer purchased the Property (other than the Existing Apple Development Area) from UIG. UIG assigned Special Use Permits SW11-001, SW11-002 and SW11-003 to Apple.

B. The Parties desire to amend and restate the Existing Development Agreement. Upon approval and recordation of this Amended and Restated Development Agreement by the County, the Existing Development Agreement shall be deemed to be completely amended, restated and superseded by this Agreement.

C. The Parties desire to enter into this Agreement in order to assure that the Project, as constructed, is consistent with the regulatory zone designations (General Commercial, Industrial and General Rural) and the goals and policies of the Truckee Canyon Area Plan of the Washoe County Master Plan, any relevant findings and conditions of the Washoe County Planning Commission in approving the Special Use Permits, and that adequate infrastructure is built as the Project is built. In the Table of Uses for Commercial Use Types in Section 110.302.05 of the Washoe County Development Code, Data Center (as defined in Section 110.304.25(m)) is an allowed use by right in Industrial Regulatory Zone and by special use permit in General Commercial, Neighborhood Commercial, Tourist Commercial, Public/Semi-Public, and the General Rural Regulatory Zones. The Parties further desire to memorialize the ability of Developer to establish a data center in any size, height and configuration at any location on the Property according to the needs and priorities of Developer.

D. Condition 3(f) of the Special Use Permit SW11-002 requires Developer to offer to dedicate the Water Storage Tanks and Water Distribution System to the County. The County no longer desires dedication because: (i) the County cannot provide water service there because the Project is outside the Truckee Meadows Service Area designated in the Regional Master Plan; (ii) the purpose and use of the system is outside the scope of water distribution projects that the County undertakes because the vast majority of the proposed use of water is for non-potable commercial uses; and (iii) the County cannot undertake the risk of liability if the system fails to deliver sufficient cooling water for the Sparks Energy Park or the Reno Technology Park. The Parties acknowledge that the County cannot and will not accept dedication of and cannot and will not provide any assistance to, or to provide financial assistance to Developer, or operate the Water Storage Tanks and Distribution System should the Developer propose to abandon it or suggest or advocate for alternative uses that are not compatible with the Truckee Meadows Regional Plan.

E. Assessor's Parcel Numbers ("APNs") are created by the Washoe County Assessor for the purposes of property tax assessment and billing. APNs are sometimes changed for the convenience of the administration of property tax assessment when parcel lines are reconfigured or ownership of diverse parcels is consolidated. For the purposes of administering this Agreement, the Property shall be officially defined by the legal description included in **Exhibit A** and not the APNs associated with any particular parcel.

NOW THEREFORE in exchange for the mutual covenants and conditions stated herein, which the Parties acknowledge are adequate consideration, the Parties agree as follows.

Article II. DEVELOPMENT STANDARDS; DEVELOPER OBLIGATIONS

Section 2.01 Applicable Law

- (a) The following laws and other codes, permits, conditions and provisions (“Applicable Law”) shall apply to and Developer agrees to build the Project in accordance with:
- i. This Agreement;
 - ii. As provided in NRS 278.0201 (5) and WCC 110.814.05, all ordinances, resolutions or regulations applicable to the Property that govern the permitted uses of the land, density and standards for design, improvements and construction as they exist on the date of this Agreement provided that all such uses, densities and standards are consistent with the Master Plan, any applicable area plan, and any applicable specific plan. As provided in NRS 278.0201 (6), the County may adopt new ordinances, resolutions or regulations applicable to the Property which do not conflict with those ordinances, resolutions and regulations in effect at the time this Agreement is made; any subsequent action by Washoe County must not prevent the development of the Project as set forth in this Agreement. As provided in NRS 278.0201 (7), if extensions of deadlines in this Agreement are granted, laws applicable at the time of the extension may apply to the Project; and
 - iii. To the extent permitted by NRS 278.0201(5) and Section 2.01(a)(iii) above, all other ordinances, statutes, regulations adopted by Washoe County, State of Nevada, and the United States of America as amended from time to time and as they apply at the time of enforcement to construction or operation of the Project. Without limiting the generality of the foregoing, the County may apply current codes relating to building and safety such as building codes, fire codes, plumbing codes, mechanical codes, electrical codes, housing codes, sign codes, energy conservation standards for new building construction, existing building codes, Engineering Design Standards, codes for the abatement of nuisances, and similar codes as they exist at the time of construction.

Section 2.02 Construction Schedule

Developer expects to continue developing the Project in phases and anticipates nearing completion within approximately fifteen (15) years of the Effective Date. Notwithstanding the forgoing, there is no requirement that Developer initiate or complete development of any phase or portion of the Project within any period of time or in any particular order. It is the intention of this provision that Developer be able to develop in accordance with Developer’s own schedule.

Section 2.03 General Development Standards

- (a) Uses, Density and Buildings. Applicable Law (to the extent not in conflict with this Agreement) shall govern the permitted uses of the Property, the density and intensity of its use, the maximum height and size of proposed buildings and provisions for the dedication of any portion of the land for public use, as required by NRS 278.0201 (1).
- (b) Applicable Law. The Project shall be built in accordance with Applicable Law as modified, clarified, or explained in this Agreement. Where Applicable Law conflicts with this Agreement, the terms and conditions of this Agreement shall control.
- (c) Orange Book Standards. Roadways and facilities to be offered for dedication to the County shall be constructed in accordance with County specifications, including the specifications in the Orange Book.
- (d) Security. The County will allow fencing up to ten (10) feet in height surrounding the technology and energy park developments. Security is extremely important and access into the Property shall be safely controlled. The fencing may consist of, but not limited to, iron and barbed wire, chain link, and wrought iron. The use of solid block or concrete will be limited to posts, pillars and similar uses and not be used for panel or wall sections.
- (e) Lighting. Developer shall minimize the number of street lights, building lighting and lighting surrounding the Project to the extent practical and in accordance with the Site Design Standards of the Washoe County Development Code.
- (f) Landscaping. Any landscaping requirements included in the Washoe County Code or the conditions of approval attached to the Special Use Permits shall not apply to the Project.
- (g) Noise Standards. All noise generated by the Project must meet the standards of Article 414 of the Washoe County Development Code as those standards exist on the Effective Date.
- (h) TMSA. The County will not unilaterally expand the Truckee Meadows Service Area (the "TMSA") to include the Property. The County is limited in its ability to expand the TMSA and extending the TMSA to cover the Property would be at the expense of other projects involving health and public safety and is inconsistent with County priorities, policies and goals regarding application of limited resources. Should Developer desire that the Property be included in the TMSA, it may petition the Washoe County Commission for such inclusion.

Section 2.04 Project Review

- (a) Developer shall submit any necessary site plan or building plan to the Washoe County CSD for review and approval, which shall not be unreasonably withheld, delayed or conditioned provided such plans and specifications are complete and generally consistent with this Agreement and Applicable Law. The County shall have forty-five (45) days to review and approve such plans or specifications. Should the County fail to review such plans or specifications within the period provided for by this subsection, the plans or specifications shall be deemed approved as submitted. Any proposed plan and/or building

with plumbing will require a plan approval and verification from the State of Nevada, Division of Environmental Protection (NDEP) for the commercial on-site sewage disposal system. Approved plans must be submitted for compliance and verification to the Washoe County Health District for compliance with Applicable Laws.

- (b) The Parties agree that certain conditions of approval associated with the Special Use Permits are no longer appropriate, whether because of changes in Applicable Law or due to consolidation of Project ownership. Those conditions which reference conformance to prior plans, timing of construction, or otherwise require the Project to develop specifically as contemplated by the Special Use Permits are of no force or effect and are hereby declared null and void. Those conditions which have been superseded by this Agreement or any of its prior iterations are of no force or effect and are hereby declared null and void. Conditions related to financial assurances for, or dedication of, the Water Storage Tanks and Water Distribution System are of no force or effect and are hereby declared null and void.
- (c) In no case shall the conditions of approval associated with the Special Use Permits be construed as applying to those portions of the Project that are developed as a matter of right.

Section 2.05 Water

- (a) Developer shall comply with Applicable Laws related to: (i) all the water rights and water resources acquired or otherwise available to the Developer, (ii) current commitments against said water rights and water resources, and (iii) future anticipated projects and their estimated water demands.
- (b) With each building permit for each facility, the duty of water rights to be committed to the Project for use by that facility will be determined by a professional engineer licensed in the State of Nevada who is experienced in estimating water demands and water rights needed to serve such a facility. Duty calculations are subject to the approval of the Washoe County CSD and Washoe County Health District, which approval shall not be unreasonably withheld, delayed or conditioned.
- (c) All water rights associated with the Project shall have appropriate Points of Diversion, Place and Manner of Use. All water rights must have all necessary approvals from the State Engineer.

Section 2.06 Construction/Dedication of Fire Station

- (a) General. Subject to Section 2.06(d), below, Developer shall build and dedicate to the County, or its designee, a fire station as contemplated in Sections 2.06(a)-(c).
- (b) Specifications and Location. The fire station shall be built on two (2) acres of land located on the Property at a location west of the Patrick Interchange, with convenient access to US Interstate 80, as determined by mutual agreement between Developer and the County. The fire station shall include the following general configuration: (i) single-story, (ii) brick-façade, (iii) standing seam metal roof, (iv) warm shell condition, (v) two

(2) drive through bays, and (vi) designed and built to accommodate a four (4) person fire crew. The final design of the fire station shall be determined by mutual agreement of the Parties, but in no event shall Developer be required to furnish or otherwise equip the fire station in any manner. Developer agrees to deliver the fire station in habitable condition, including but not limited to, operational electrical, plumbing, and HVAC systems, and finished interior walls and floors. Developer shall dedicate or otherwise convey the fire station to the County or the Truckee Meadows Fire Protection District, at the sole election of the County, within six (6) months after the issuance of a certificate of occupancy. Developer shall also offer to the County or the Truckee Meadows Fire Protection District, any access or use easements reasonably required for the operation of the fire station.

- (c) Timing. Conceptual planning of the fire station shall commence within one (1) year of the Effective Date. Construction shall begin within three (3) years of the Effective Date. Completion shall occur not more than five (5) years from the Effective Date with a certificate of occupancy furnished to the County or its designee. Developer shall prepare and present plans and specifications for the fire station for approval to the County or its designee prior to commencing construction. Unresolved disagreements between Developer and the Director may be appealed to the Board of County Commissioners.
- (d) Nonappropriation. In the event that funds sufficient to staff and equip the fire station (i) are not appropriated by the Truckee Meadows Fire Protection District Board of Fire Commissioners prior to the commencement of construction as required in Section 2.06(c), or are (ii) otherwise not legally available for such purpose, then an event of nonappropriation shall be deemed to have occurred. If an event of nonappropriation shall occur, Developer shall not be obligated to comply with the requirements of Section 2.06(c) and the obligation to construct a fire station shall be held in abeyance until such time as the requisite appropriation is made by the Board of Fire Commissioners. Should this Agreement expire prior to any such appropriation being made, Developer's obligations set forth herein regarding the fire station shall also be deemed expired and of no force or effect.

Section 2.07 Construction and Operation of Technology Park

Pursuant to the First Amendment to the Existing Development Agreement, the Board of County Commissioners modified certain Special Use Permit conditions prohibiting structures to be constructed in Tourist Commercial and Open Space zoning districts to allow the Existing Technology Park to be built in the Existing Apple Development Area. The Parties agree that under the definition of Data Center, the construction and operation of the Reno Technology Park is permitted in all portions of the Property (including that portion of the Property previously located within the Tourist Commercial regulatory zone). The Parties further agree that construction and operation of Data Center uses on the Property is allowed by right in Industrial Regulatory Zones, and on that basis, is not restricted to any designs, descriptions, proposals, or other plans associated with special use permit SW11-003, which now serves only to authorize Data Center uses in all other Regulatory Zones existing on the Property.

Article III. GENERAL TERMS AND CONDITIONS

Section 3.01 Duration of Agreement; Extensions; Effect of Expiration

- (a) Term of Agreement. This Agreement commences when it has been approved, executed by all the Parties and recorded in the Official Records (the “Effective Date”). Unless sooner terminated under NRS 278.0205, it expires on the first (1st) business day following the fifteenth (15th) anniversary (5,475 days) of the Effective Date.
- (b) Reports by Developer. Upon request by the County, Developer shall prepare a report and provide information regarding Developer’s compliance with this Agreement and the Special Use Permits, and shall agree to appear before the Board of County Commissioners for a review of the agreement as required by NRS 278.0205 (1).
- (c) Review by Department; Report to Board. As required, the Director shall file reports with the Board of County Commissioners and the Board may cancel or amend this Agreement under NRS 278.0205.
- (d) Minor Modifications. The Director of the Washoe County CSD is authorized to negotiate and implement minor modifications to this Agreement in order to accommodate the construction and operation of the Reno Technology Park.

Section 3.02 Default and Remedies

- (a) Default. An event of default occurs under this Agreement in any of the following events: (i) any representation of a material fact expressed herein or to the County was materially untrue at the time it was made; (ii) any (“material”) warranty made herein is breached at the time made or, if a continuing warranty is breached as a result of a subsequent event or occurrence; (iii) a Party breaches any (“material”) covenant or fails to perform any material provision of this Agreement; (iv) any event expressly described as a (“material”) breach or default hereunder occurs; or (v) Developer liquidates all of Developer’s assets and Developer ceases to do business except in connection with the assignment by Developer pursuant to Section 3.04.
- (b) Notice and Right to Cure Default. Upon an event of default, the non-defaulting Party shall give notice and an opportunity to cure the default within sixty (60) days of the delivery of the notice, provided that if the default cannot reasonably be cured within sixty (60) days, then the default shall be deemed cured if the defaulting Party commences and diligently pursues and completes action that remedies the default.

The County, upon providing Developer any notice of an event of default under this Agreement, shall at the same time provide a copy of such written notice each lender which is a beneficiary pursuant to a deed of trust which encumbers all of the Property or any portion thereof. From and after such notice has been given, such lender(s) shall have the same period of time as Developer to cure, after the receipt of notice from the County any event of default or acts or omissions which are the subject matter of a notice of an event of default to causing the same to be remedied, plus in each instance, an additional

period reasonably necessary to either (i) diligently remedy the event of default or acts or omissions which are the subject matter of such notice, or (ii) such time as is reasonable to foreclose upon the deed of trust encumbering the Property and obtain title to the Property and cure the event of default. The County shall accept performance by such lender as if the same had been performed by Developer.

- (c) Remedies by County. In the event of default by Developer, the County may (i) subject to the notification requirements under NRS 278.0205 and in Section 3.02(b) above, cancel or seek to amend this Agreement, or (ii) file an action to seek injunctive relief. Any remedies of the County shall not impact or affect vested rights of Developer in the Property to proceed with the development.
- (d) Remedies by Developer. In the event of default by the County, Developer may appeal any actions by the Director to the Board of County Commissioners or file an action to seek damages or injunctive relief.
- (e) Litigation. Litigation to enforce this Agreement shall be brought in the District Court for the State of Nevada, County of Washoe, or the United States District Court for the District of Nevada.
- (f) Attorney's Fees and Costs. In any litigation or proceedings to enforce this agreement, the prevailing Party may be awarded reasonable attorney's fees and costs as determined just by the court.
- (g) Remedies Cumulative; Waivers. All remedies provided herein are cumulative with each other and with any other remedy afforded under Nevada law, and the election of one remedy does not preclude the election or pursuit of any other remedy.

Section 3.03 Effect of Expiration or Cancellation of Agreement

If this Agreement expires or is cancelled, Applicable Law will continue to govern any facilities or buildings for which a building permit has been issued, and Applicable Law becomes the current statutes, ordinances, resolutions and regulations of Washoe County, the State of Nevada, and the United States of America. Construction warranties survive the cancellation of this Agreement.

Section 3.04 Assignment; Binding Effect

- (a) Assignment. Subject to the provisions relating to lenders in Section 3.04(b), Developer may assign all or any portion of its rights and delegate any obligations under this Agreement to third parties who acquire fee title to any portion of the Property, provided, however, that (i) the County consents to the assignment/delegation, which consent shall not be unreasonably withheld, (ii) a written agreement is entered into between the County and the assignee which is approved by ordinance and recorded, and (iii) partial assignments and delegations shall be related only to the portion of the Property acquired.

- (b) Developer's Right to Encumber its Interest. Notwithstanding any other provision contained in this Agreement, for the purpose of financing construction, or reconstruction, operation, and maintenance or refinancing of any such financing, Developer shall have the right to encumber or assign its interest in this Agreement, by deed of trust, financing statement, or collateral assignment to any institutional lender, publicly-traded company, or other entity with the financial; capability to assume Developer's obligations under this Agreement. If such encumbrance by lender is a deed of trust, foreclosure by a lender may occur by the exercise of a power of sale in accordance with the provisions of NRS Chapter 107 and conveyance to lenders as a result of a foreclosure sale is permitted without consent of the County, including lender's right to operate the Property or delegate or assign its interest to third parties, provided, however that such lender or its assigns take subject to Applicable Law. Upon execution of a deed of trust, financing statement or collateral assignment, notice of such encumbrance or assignment shall be delivered to the County together with written notice of the name and mailing address of the lender, which shall be deemed such Party's address pursuant to this Agreement.
- (c) Binding on Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and permitted successors and assigns of the Parties hereto.
- (d) No Agency or Partnership. The Project is a private development and the County has no interest in any improvements until the County accepts dedication of such improvements in accordance with Nevada law. The County and Developer hereby renounce the existence of any form of agency relationship, joint venture, partnership or other co-relationship and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the County and Developer.
- (e) No Third-Party Beneficiaries Intended. Unless otherwise specifically identified in this Agreement, there are no third-party beneficiaries intended by this agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

Section 3.05 Further Assurances

Each Party agrees to honor any reasonable requests by the other Party to complete, execute and deliver any document necessary to accomplish the purposes hereof. The approval of this Agreement at a public meeting is not a breach of any provision of a non-disclosure agreement.

Section 3.06 Severability; Changes in Law

- (a) Time of the Essence. Time is of the essence in the performance of this Agreement.
- (b) Governing Law. The laws of the State of Nevada, without regard to conflicts of law principles, shall govern the interpretation and enforcement of this Agreement.
- (c) Severability. Each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law. If any term or provision of this Agreement or the application thereof is held to be invalid or unenforceable by a court of competent jurisdiction, it shall be deemed to be modified to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be severed from this Agreement, but in either event the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.
- (d) Changes in Law. Unless this Agreement is amended, terminated or canceled pursuant to the provisions herein, or by applicable law or regulation, this Agreement shall be enforceable notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, building regulation or development moratorium, or similar County action, adopted by the County which changes, alters or amends the rules, regulations and policies applicable to the development of the Project at the time of approval of this Agreement, as provided by Nevada law.

Section 3.07 Amendments and Modifications

This Agreement may be amended, extended, or otherwise modified from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, in accordance with this agreement and NRS 278.0205. Only those parties who will be materially affected by the amendment (i.e. owners of the properties that will be affected by the amendment) need be parties to the amendment.

Section 3.08 Authority to Implement

Unless otherwise expressly provided in this Agreement or Applicable Law, the Director of the Washoe County CSD has the authority to conduct all reviews, make all approvals, and take all actions on behalf of the County. All decisions and actions of the Director may be appealed to the Board of County Commissioners by notifying the County Clerk within sixty (60) days of the action or decision and asking to be put on the agenda for a future meeting.

Section 3.09 Entire Agreement; Severability; Recording

This Agreement (including recitals) integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. When executed, this Agreement, together with its approving ordinance, shall be recorded in the

Official Records. Upon the Effective Date, the Existing Development Agreement will be deemed to be completely amended, restated and superseded by this Agreement.

[Remainder of Page Intentionally Blank. Signatures on Following Pages.]

DEVELOPER

Apple Inc., a California corporation

By _____

Name _____

Its

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara }

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

Notary Public Seal

COUNTY

Washoe County, a political subdivision of the State of Nevada

By _____
Bob Lucey, Chair
Board of County Commissioners

Date _____

Attest

By _____
County Clerk

Date _____

STATE OF NEVADA)
)
COUNTY OF WASHOE)

Acknowledgment in Representative Capacity
NRS 240.1665

This instrument was acknowledged before me on _____
By BOB LUCEY as Chair of the Board of County Commissioners of Washoe County, a political
subdivision of the State of Nevada.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT "A"
Legal Description

PARCEL 1:

BEING Parcel D of Record of Survey, Boundary Line Adjustment for STONEFIELD INC., as described in Quit-Claim Deed Document No. 4546881 and shown on Map No. 5693, File No. 4546882, both recorded on December 31, 2015 in the official records of Washoe County, Nevada.

Containing 294.35 acres feet of land, more or less.

Basis of Bearings:

Identical to that of Record of Survey, Boundary Line Adjustment for STONEFIELD INC., as described in Quit-Claim Deed Document No. 4546881 and shown on Map No. 5693, File No. 4546882, both recorded on December 31, 2015 in the official records of Washoe County, Nevada.

PARCEL 1A:

An Easement for Access as set forth in a Document entitled United States Department of the Interior Bureau of Land Management, Exclusive Road Easement, together with the terms and conditions set forth therein, recorded June 4, 1991, in Book 3270, Page 69, as Document No. 1484367, Official Records of Washoe County, Nevada.

Description provided by others, Surveyor of record takes no responsibility for the correctness.

PARCEL 1B:

An Easement for access, ingress, egress and Public Utility Purposes, as set forth in an Easement Agreement and Deed, dated July 11, 2003, by and between the Rockland Group, LLC, a Nevada Limited Liability Company, as Grantee, recorded July 15, 2003, as Document No. 2887441, Official Records of Washoe County, Nevada.

Description provided by others, Surveyor of record takes no responsibility for the correctness.

PARCEL 1C:

A 60-foot wide private Access Easement, as created by Map of Division into Large Parcels for STONEFIELD, INC., according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada on March 27, 2012, as Document No. 4097007, Official Records.

Description provided by others, Surveyor of record takes no responsibility for the correctness.

PARCEL 1D:

A Non-Exclusive Easement for the purpose of construction an access road sufficient to serve the needs of the property described in Parcel 1 above, together with the terms and conditions set

forth therein, as set forth in an Easement Agreement and Deed, recorded July 15, 2003, as Document No. 2887441, Official Records.

Description provided by others, Surveyor of record takes no responsibility for the correctness.

APN: 084-110-34

PARCEL 2:

BEING Parcel C of Record of Survey, Boundary Line Adjustment for STONEFIELD INC., as described in Quit-Claim Deed Document No. 4546881 and shown on Map No. 5693, File No. 4546882, both recorded on December 31, 2015 in the official records of Washoe County, Nevada.

Containing 115.20 acres feet of land, more or less.

Basis of Bearings:

Identical to that of Record of Survey, Boundary Line Adjustment for STONEFIELD INC., as described in Quit-Claim Deed Document No. 4546881 and shown on Map No. 5693, File No. 4546882, both recorded on December 31, 2015 in the official records of Washoe County, Nevada.

PARCEL 2A:

A Non-Exclusive Easement for the purpose of construction an access road sufficient to serve the needs of the property described in Parcel 2 above, together with the terms and conditions set forth therein, as set forth in an Easement Agreement and Deed, recorded July 15, 2003, as Document No. 2887441, Official Records.

Description provided by others, Surveyor of record takes no responsibility for the correctness.

APN: 084-110-33

PARCEL 3:

BEING Parcel 1-D of Record of Survey, Boundary Line Adjustment for STONEFIELD INC., as described in Quit-Claim Deed Document No. 4121669 and shown on Map No. 5434, File No. 4121670, both recorded on June 13, 2012 in the official records of Washoe County, Nevada.

Containing 470.11 acres feet of land, more or less.

Basis of Bearings:

Identical to that of Record of Survey, Boundary Line Adjustment for STONEFIELD INC., as described in Quit-Claim Deed Document No. 4121669 and shown on Map No. 5434, File No. 4121670, both recorded on June 13, 2012 in the official records of Washoe County, Nevada.

PARCEL 3A:

A 40-foot wide, re-locatable, non-exclusive private access easement, as set forth in a Boundary Line Adjustment Quitclaim Deed & Grant of easement Recorded February 10, 2012, as Document No. 4083644, Official Records, Washoe County, Nevada.

Description provided by others, Surveyor of record takes no responsibility for the correctness.

APN: 084-110-30

PARCEL 4:

BEING the East One-Half (E 1/2) of the Southeast One-Quarter (SE 1/4) and the East One-Half (E 1/2) of the Southeast One-Quarter (SE 1/4) of Section Thirty (Sec. 30), Township Twenty North (T.20N)., Range Twenty-Two East (R.22E.), Mount Diablo Meridian (MDM), Washoe County, State of Nevada.

E 1/2 of the SE 1/4 and the E 1/2 of the SE 1/4 of Sec. 30, T.20N., R.22E., MDM.

APN: 084-110-20

PARCEL 5:

BEING Parcel A of Parcel Map for FORREST J. HESS, JR., as shown on Parcel Map No. 129 recorded on January 28, 1975 in the official records of Washoe County, Nevada.

Containing 43,560 square feet of land, more or less.

Basis of Bearings:

Identical to that of Parcel Map for FORREST J. HESS, JR., as shown on Parcel Map No. 129 recorded on January 28, 1975 in the official records of Washoe County, Nevada.

PARCEL 5A:

BEING a Fifty-foot (50') wide non-exclusive access easement and right-of-way for a roadway to provide ingress to and egress from the above-mentioned Parcel, over the fifty-foot (50') strip of real property as shown on Parcel Map for FORREST J. HESS, JR., Parcel Map No. 129 recorded on January 28, 1975 in the official records of Washoe County, Nevada, of which the center line is described as follows:

BEGINNING at the Southeast Corner (SE Cor) of Parcel A, coincident with the Southwest Corner (SW Cor) of Parcel B of said Parcel Map No. 129, of which the Northeast Corner of Section 31 (NW Cor Sec. 31), Township Twenty North (T.20N.), Range Twenty-Two East (R.22E.), Mount Diablo Meridian (MDM), County of Washoe, State of Nevada, bears North 35°15'06" East, 1,810.28 feet;

THENCE South 30°56'16" East, 498.71 feet;

THENCE South 59°03'44" West, 3,264.32 feet;

THENCE North 84°04'05" West, 290.00 feet;

THENCE South 59°03'44" West, 443.75 feet;

THENCE South 30°56'16" East, 63.99 feet to the northerly right-of-way of Interstate 80 and the **POINT OF TERMINUS.**

The side lines of said 50' wide easement is to begin at the southerly line of said Parcel A and Parcel B and end at said northerly right-of-way.

Basis of Bearings:

Identical to that of Parcel Map for FORREST J. HESS, JR., as shown on Parcel Map No. 129 recorded on January 28, 1975 in the official records of Washoe County, Nevada.

APN: 084-191-05

PARCEL 6:

BEING Parcel B of Parcel Map for FORREST J. HESS, JR., as shown on Parcel Map No. 129 recorded on January 28, 1975 in the official records of Washoe County, Nevada.

Containing 43,560 square feet of land, more or less.

Basis of Bearings:

Identical to that of Parcel Map for FORREST J. HESS, JR., as shown on Parcel Map No. 129 recorded on January 28, 1975 in the official records of Washoe County, Nevada.

PARCEL 6A:

BEING a Fifty-foot (50') wide non-exclusive access easement and right-of-way for a roadway to provide ingress to and egress from the above-mentioned Parcel, over the fifty-foot (50') strip of real property as shown on Parcel Map for FORREST J. HESS, JR., Parcel Map No. 129 recorded on January 28, 1975 in the official records of Washoe County, Nevada, of which the center line is described as follows:

BEGINNING at the Southeast Corner (SE Cor) of Parcel A, coincident with the Southwest Corner (SW Cor) of Parcel B of said Parcel Map No. 129, of which the Northeast Corner of Section 31 (NW Cor Sec. 31), Township Twenty North (T.20N.), Range Twenty-Two East (R.22E.), Mount Diablo Meridian (MDM), County of Washoe, State of Nevada, bears North 35°15'06" East, 1,810.28 feet;

THENCE South 30°56'16" East, 498.71 feet;

THENCE South 59°03'44" West, 3,264.32 feet;

THENCE North 84°04'05" West, 290.00 feet;

THENCE South 59°03'44" West, 443.75 feet;

THENCE South 30°56'16" East, 63.99 feet to the northerly right-of-way of Interstate 80 and the **POINT OF TERMINUS.**

The side lines of said 50' wide easement is to begin at the southerly line of said Parcel A and Parcel B and end at said northerly right-of-way.

Basis of Bearings: Identical to that of Parcel Map for FORREST J. HESS, JR., as shown on Parcel Map No. 129 recorded on January 28, 1975 in the official records of Washoe County, Nevada.

APN: 084-191-06

PARCEL 7

BEING Parcel 1-B of Record of Survey, Boundary Line Adjustment for STONEFIELD INC., as described in Quit-Claim Deed Document No. 4121669 and shown on Map No. 5434, File No. 4121670, both recorded on June 13, 2012 in the official records of Washoe County, Nevada.

Containing 147.28 acres of land, more or less.

Basis of Bearings: Identical to that of Record of Survey, Boundary Line Adjustment for STONEFIELD INC., as described in Quit-Claim Deed Document No. 4121669 and shown on Map No. 5434, File No. 4121670, both recorded on June 13, 2012 in the official records of Washoe County, Nevada.

APN: 084-191-07

PARCEL 8

BEING Parcel 1-A of Record of Survey, Boundary Line Adjustment for STONEFIELD INC., as described in Quit-Claim Deed Document No. 4121669 and shown on Map No. 5434, File No. 4121670, both recorded on June 13, 2012 in the official records of Washoe County, Nevada.

Containing 180.92 acres of land, more or less.

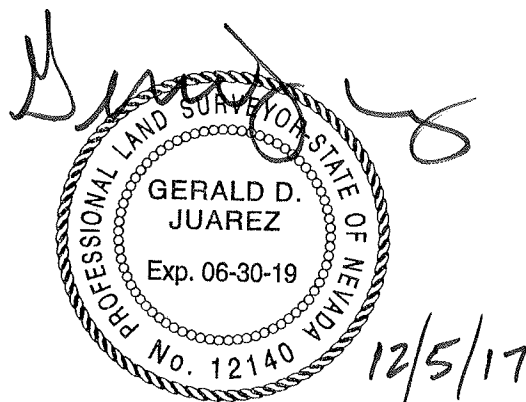
Basis of Bearings: Identical to that of Record of Survey, Boundary Line Adjustment for STONEFIELD INC., as described in Quit-Claim Deed Document No. 4121669 and shown on Map No. 5434, File No. 4121670, both recorded on June 13, 2012 in the official records of Washoe County, Nevada.

APN: 084-191-08

Gerald D. Juarez
Nevada PLS 12140
For and on behalf of



9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 746-3500

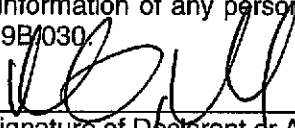


Assessor's Parcel No.: 084-110-29

RECORDING REQUESTED BY, MAIL
TAX STATEMENT TO, AND WHEN
RECORDED MAIL TO:

Apple Inc.
Attn: Dan Whisenhunt
Sr. Director, Real Estate & Development
1 Infinite Loop, MS: 47-2REF
Cupertino, CA 95014

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.


Signature of Declarant or Agent

GRANT, BARGAIN AND SALE DEED

For value received, **UNIQUE INFRASTRUCTURE GROUP, LLC**, a Nevada limited liability company, hereinafter referred to as "Grantor," hereby grants, bargains and sells to **APPLE INC.**, a California corporation, hereinafter referred to as "Grantee," all of Grantor's right, title, and interest in the real property located in the County of Washoe State of Nevada, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Real Property").

THE REAL PROPERTY is conveyed subject to the following liens and encumbrances:

1. The lien or liens for non-delinquent general and special state, county, and municipal taxes and assessments for the fiscal year July 1, 2012, through June 30, 2013, including the lien of non-delinquent supplemental property taxes;

2. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Ordinance & Development Agreement - Reno Tech Park," approving a Development Agreement for Case No. DA11-001 for Reno Technology Park and Sparks Energy Park, Special Use Permit Case Numbers SW11-001, SW11-002 and SW11-003, recorded January 4, 2012, as Document No. 4072595, of Official Records, Washoe County, Nevada, as amended by the First Amendment to Development Agreement recorded July 31, 2012, as Document No. 4137317, Official Records, Washoe County, Nevada;

3. The Declaration of Covenants, Conditions and Restrictions of Reno Technology Park recorded this same date with the Office of the County Recorder of Washoe County, Nevada; and

4. Reservations, easements, and rights-of-way of record described and set forth as items 5 through 22 on Schedule B of the Proforma Policy of Title Insurance issued by First Centennial Title Company of Nevada, as Policy No. PROFORMA-12, under Order No. 00191801, and the effect, if any, of construction activities on the Real Property being performed pursuant to construction contracts to which Grantee is a party, including subcontracts thereunder, and any liens which may arise therefrom.

THE REAL PROPERTY IS CONVEYED together with all improvements located on the Real Property, the rents, issues and profits thereof, the tenements, hereditaments, and appurtenances of the Real Property, excepting and reserving all water rights as may appurtenant to the Real Property, the right to water service for the subject Real Property being transferred and conveyed to Grantee by separate Assignment of this same date.

THE REAL PROPERTY IS ALSO CONVEYED TOGETHER WITH one membership interest in the Reno Technology Park Water Company, a Nevada non-profit corporation, one membership interest in the Reno Technology Park Owners Association, a Nevada non-profit corporation, and the rights, benefits, and obligations incident thereto, including, without limitation, the non-exclusive right to the use of the Common Areas as more particularly provided in the Declaration of Covenants, Conditions and Restrictions of Reno Technology Park referenced above.

Dated this 17th day of October, 2012.

GRANTOR:

UNIQUE INFRASTRUCTURE GROUP, LLC
a Nevada limited liability company

By: 
Name: Nicholas J. Pavich
Title: Manager

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on 10-17, 2012, by Nicholas J. Pavich, as a Manager of Unique Infrastructure Group, LLC, a Nevada limited liability company.

Lorraine Leach

Notary Public



C O O P

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL 1:

All that certain parcel of land situate within portions of Section Twenty-One (21), Section Twenty-Eight (28), Section Twenty-Nine (29) and Section Thirty-Two (32), Township Twenty (20) North, Range Twenty-Two (22) East, Mount Diablo Meridian (MDM), Washoe County, State of Nevada, being more particularly described as follows:

BEGINNING at the Section Corner common to Sections 29, 30, 31 & 32 (Sec Cor) of said Township 20 North, Range 22 East, M.D.M., marked by a brass cap stamped "PLS 2522" also being the Southwest Corner (SW Cor) of Parcel 1 as shown on Record of Survey in support of a Boundary Line Adjustment Map No. 5384, File No. 4083645 and described in Deed, Document No. 4083644 recorded February 10, 2012, Official Records of Washoe County, Nevada;

THENCE, departing said Sec Cor and SW Cor and along the west line of said Section 29 coincident with the west line of said Parcel 1, North 03°59'37" East 1608.87 feet;

THENCE, departing said west lines and along the following twelve (12) courses;

North 65°35'50" East, 6481.12 feet;
South 27°14'23" East, 1391.32 feet;
South 57°54'00" West, 3043.18 feet to the beginning of a tangent curve to the left;
294.81 feet along the arc of a 530.00 foot radius curve through a central angle of 31°52'12" to the beginning of a reverse curve;
262.18 feet along the arc of a 470.00 foot radius curve to the right through a central angle of 31°57'41";
South 57°59'29" West, 1243.35 feet to the beginning of a tangent curve to the left;
544.37 feet along the arc of a 330.00 foot radius curve through a central angle of 94°30'54" to the beginning of a reverse curve;
510.90 feet along the arc of a 270.00 foot radius curve to the right through a central angle of 108°24'57" to the beginning of a compound curve;

174.35 feet along the arc of a 2813.00 foot radius curve to the right through a central angle of 03°33'04";
South 75°26'36" West, 606.38 feet to the beginning of a tangent curve to the left;
1751.48 feet along the arc of a 7187.00 foot radius curve through a central angle of 13°57'47";
North 02°00'31" West, 1376.48 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM, a parcel of land 100 feet by 100 feet square conveyed to Bell Telephone Company of Nevada, by Deed recorded in Book 146, Page 113, File No. 101202, Official Records of Washoe County, Nevada.

Said Parcel is also referenced as Parcel 1-C of the 2nd Record of Survey in support of a Boundary Line Adjustment for STONEFIELD, INC., recorded June 13, 2012, as Document No. 4121670, Official Records.

PARCEL 2:

A non-exclusive easement and right-of-way for a roadway, as set forth in a Deed of Right-of-Way recorded January 20, 1998, in Book 5104, Page 914, as Document No. 2171674, Official Records, Washoe County, Nevada.

PARCEL 3:

A Re-locatable Private Access Easement for roadway, access, ingress and egress, and incidental purposes, as set forth in a Boundary Line Adjustment Quitclaim Deed & Grant of Easement, recorded February 10, 2012, as Document No. 4083644, Official Records, Washoe County, Nevada.

