

COPY

HAND DELIVERED
SPARKS CITY CLERK
June 13, 2014

RECEIVED

SPARKS PLANNING COMMISSION

RE: PCN14012

Dear Commissioners:

Subject notice, PCN14012, has brought to our attention that the owner of this parcel (APN: 027-281-17) is requesting rezoning from R-5 to PO.

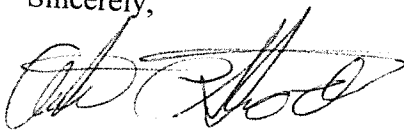
Spark Masonic Building Association owns the adjacent parcel (APN: 027-281-16) and is totally opposed to this rezoning.

We developed the combined site in accordance with Special Use Permit No. SP950022 dated June 29, 1998. A copy is attached for your review.

Also attached for your review is our CROSS EASEMENT AGREEMENT, which was signed by both parties and recorded August 1, 1997, as Doc. No. 2122751, on both parcels at the time we sold the subject parcel. The specific purpose was to define the intended use of both parcels in conformance with Special Use Permit No. SP950022.

The proposed rezoning is contrary to the Special Use Permit, Cross Easement Agreement and the desires of both parties who developed this site.

Sincerely,



Arthur C. Strode
President
Sparks Masonic Building Association

Cc: Geno Martini, Mayor, w/attachments
Ed Lawson, Ward 2 Councilman, w/attachments
Chet Adams, City Attorney, w/attachments
John McCamant, Architect

RECEIVED

JUN 13 2014

MAYOR

SP950022

**** CONDITIONS OF PERMIT/APPROVAL ****

DATE: 06/29/98

PAGE: 1

Permit No: SP950022 TYPE: SPUSE
Location: 2401 PYRAMID WY

SPECIAL USE PERMIT CONDITIONS

- 01 - THE PROJECT IS APPROVED AS SUBMITTED AND CONDITIONED. ANY SUBSTANTIVE CHANGES SHALL REQUIRE REVIEW AND APPROVAL BY THE CITY COUNCIL AS AN AMENDMENT TO THIS SPECIAL USE PERMIT.
- 02 - THE DEVELOPER SHALL DEDICATE TO THE CITY SUFFICIENT WATER RIGHTS TO SERVE THE PROJECT PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- 03 - ALL SIGNS FOR THE PROPERTY SHALL COMPLY WITH SECTION 20.55 OF THE SPARKS MUNICIPAL CODE.
- 04 - THE TRASH ENCLOSURE(S) FOR THE DEVELOPMENT SHALL BE LOCATED TO THE SATISFACTION OF THE COMMUNITY DEVELOPMENT DIRECTOR AND THE SPARKS SANITATION.
- 05 - THE APPLICANT SHALL OBTAIN A BUILDING PERMIT FOR THE SECOND PHASE OF THE DEVELOPMENT WITHIN 5 YEARS FROM THE DATE OF APPROVAL OF THIS SPECIAL USE PERMIT (05/22/95).
- 06 - THE HOURS OF OPERATION FOR THE PROFESSIONAL OFFICE BUILDING SHALL BE LIMITED TO 7:00 AM THROUGH 6:30 PM, MONDAY THROUGH FRIDAY IN ORDER TO SHARE THE 128 PARKING SPACES ON THE PROPERTY WITH THE MASONIC LODGE.
- 07 - THE APPLICANT SHALL CONSTRUCT A PERIMETER FENCING MATERIAL ALONG THE WESTERN PROPERTY LINE ABUTTING THE EXISTING SINGLE FAMILY RESIDENCES DURING THE FIRST PHASE OF CONSTRUCTION ON THE PROPERTY. THIS FENCING SHALL BE TO THE APPROVAL OF THE PROPERTY OWNERS ALONG THAT BOUNDARY. THE MATERIALS IN THIS WALL AND THE NORTH BOUNDARY SHALL BE INTEGRATED AND TO THE APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR.
- 08 - THE APPLICANT SHALL SUBMIT A GRADING/DRAINAGE PLAN (WITH A SAND/OIL SEPARATOR IF NECESSARY), HYDROLOGY REPORT, SOILS REPORT AND INFRASTRUCTURE PLAN FOR THE ENTIRE DEVELOPMENT TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY PHASE OF THE DEVELOPMENT FOR THE PROPERTY.
- 09 - THE APPLICANT SHALL OBTAIN AN ENCROACHMENT PERMIT FROM NEVADA DEPARTMENT OF TRANSPORTATION FOR ANY WORK DONE WITHIN THE STATE'S RIGHT-OF-WAY ON PYRAMID WAY.
- 10 - THE APPLICANT SHALL COMPLY WITH THE REQUIREMENTS OF THE FIRE DEPARTMENT.
- 11 - THE PROPERTY OWNER SHALL GRANT AN AVIGATION EASEMENT TO AND ACCEPTABLE TO THE AIRPORT AUTHORITY OF WASHOE COUNTY OVER THE ENTIRE PROPERTY. A COPY OF THE EXECUTED AGREEMENT SHALL BE PROVIDED TO THE COMMUNITY DEVELOPMENT DEPARTMENT PRIOR TO

SP950022

**** CONDITIONS OF PERMIT/APPROVAL ****

DATE: 06/29/98
PAGE: 2

Permit No: SP950022 TYPE: SPUSE
Location: 2401 PYRAMID WY

ISSUANCE OF THE BUILDING PERMIT.

- 12 - THE APPLICANT SHALL DEDICATE ADDITIONAL RIGHT-OF-WAY (IF NEEDED) AND WIDEN THE SIDEWALK TO 6 FEET AT THE EXISTING BUS STOP ON YORK WAY TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE FIRST PHASE OF DEVELOPMENT ON THE PROPERTY.
- 13 - THE DEVELOPER SHALL SUBMIT A LANDSCAPING & IRRIGATION PLAN FOR REVIEW & APPROVAL BY THE COMMUNITY DEVELOPMENT DIRECTOR PRIOR TO ISSUANCE OF A BUILDING PERMIT. THE LANDSCAPING & IRRIGATION SHALL BE INSTALLED PER THE APPROVED PLANS PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY AND THE SPECIAL USE PERMIT FOR THE PROJECT.

197424 MC
196223 MC

2122751

COPY - has not been compared
with the Original Document - WCA

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT is made and entered into as of the 30th day of July, 1997, by and between SPARKS MASONIC BUILDING ASSOCIATION ("the Association"), a Nevada corporation, RICHARD N. BECKSTRAND PARTNERSHIP ("the Partnership"), a Utah limited partnership, and ZIONS FIRST NATIONAL BANK ("the Bank"), a national banking association.

RECITALS:

- A. The Association owns a parcel of real property located at 2425 Pyramid Way, Sparks, Washoe County, Nevada, more particularly described in Exhibit A attached hereto and included herein by this reference ("the Association property").
- B. The Partnership has acquired from the Association a parcel of real property located at 2405, 2415 and 2435 Pyramid Way, Sparks, Washoe County, Nevada, more particularly described in Exhibit B attached hereto and included herein by this reference ("the Partnership property").
- C. The Partnership owns a parcel of real property located at 2261, 2281, 2321 and 2351 Pyramid Way, Sparks, Washoe County, Nevada, more particularly described in Exhibit C attached hereto and included herein by this reference. ("the Pyramid Professional Plaza property").
- D. The Partnership intends to construct one or more professional office buildings on the Partnership property.
- E. The Pyramid Professional Plaza property consists of four (4) professional office buildings.
- F. The Association has agreed to allow tenants of the Partnership's buildings and their business invitees to use its parking facilities during normal business hours, and the Partnership has agreed to allow persons using the Association property to use its parking facilities after normal business hours.
- G. The Bank holds a first lien position on the Pyramid Professional Plaza property by virtue of a Trust Deed dated December 16, 1994 securing a term loan of \$1,700,000 ("the Trust Deed").
- H. The parties desire to impose upon the Association property and the Partnership property ("the Combined property") certain protective conditions and restrictions for the mutual benefit of each property and subject to which each property shall be held, improved, sold, conveyed, hypothecated, leased or otherwise transferred.

NOW, THEREFORE, the parties hereby certify and declare that the Association property, the Partnership property and the Pyramid Professional Plaza property shall be held, improved, sold, conveyed, leased, hypothecated or otherwise transferred subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the desirability of and which shall run with each parcel and shall be binding upon all parties having any right, title or interest in the Association property, the Partnership property and the Pyramid Professional Plaza property or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of the respective owners and lessees thereof.

1. **Easement for Ingress and Egress.** The Partnership hereby grants, bargains, sells, conveys, warrants and transfers to the Association an easement forever for ingress and egress across the Partnership property to the Association property. The location of such easement is described in Exhibit D attached hereto and included herein by this reference.
2. **Easement for Utility Services.** The Partnership hereby grants, bargains, sells, conveys, warrants and transfers to the Association an easement forever to install, repair, maintain and replace underground sewer, water, gas and electric service lines across the Partnership property to the Association property. The location of such easement is described in Exhibit E attached hereto and included herein by this reference. All excavation, construction and repair work relative to said utilities shall be at the sole expense and cost of the Association. Said excavation, construction and repair work shall be made so as to not unreasonably interfere with parking on or use of the Partnership property and shall be completed in a timely and workmanlike manner.
3. **Use of Association Parking Facilities.** The Association hereby grants, bargains, sells, conveys, warrants and transfers to the Partnership an easement forever for parking on the Association property during normal business hours, as hereinafter defined.
4. **Use of Partnership Parking Facilities.** The Partnership hereby grants, bargains, sells, conveys, warrants and transfers to the Association an easement forever for parking on the Partnership property after normal business hours, as hereinafter defined.
5. **Use of Pyramid Professional Plaza Parking Facilities.** The Partnership hereby grants, bargains, sells, conveys, warrants and transfers to the Association an easement for parking on the Pyramid Professional Plaza property after normal business hours, as hereinafter defined.
6. **Non-Exclusive.** The parties acknowledge that the easement grants referred to in paragraphs 1, 2, 3, 4 and 5 above shall not be construed to be easements given to the exclusion of the party granting the same, its successors and assigns.
7. **Perpetual Easements.** The easements granted pursuant to this Agreement shall be perpetual, shall run with the land and shall be binding upon the heirs, successors and assigns of each party.

8. Normal Business Hours. For purposes of this Agreement, the term "normal business hours" shall be deemed to mean the hours of 7:00 a.m. to 6:30 p.m., Monday through Friday as required by Special Use Permit Number SP950022 dated May 25, 1995 issued by the City of Sparks with respect to development of the Combined property. The term "after normal business hours" shall mean all other times.

9. Maintenance. The Partnership shall maintain and repair the parking lot improvements on the Association property and the Partnership property. The obligation to maintain and repair the parking lot improvements on the Association property shall run with the Partnership property and shall be binding upon the owner thereof. The Association shall pay for all utility services needed in connection with maintaining the parking lot improvements on the Association property, including but not limited to water and electricity. The Partnership shall pay for all utility services needed in connection with maintaining the parking lot improvements on the Partnership property, including but not limited to water and electricity.

10. Number of Parking Spaces. The Association and the Partnership shall at all times maintain on the Association property and the Partnership property a minimum of 128 parking spaces. Neither party shall reduce the number of parking spaces on its property so as to violate the requirements of Special Use Permit Number SP950022 issued by the City of Sparks with respect to development of the Combined property.

11. Signs. The Association and the Partnership shall have a non-exclusive right and interest in and to the use of the various signs on the Partnership property and shall have the right from time to time to list and locate their respective buildings and tenants. The style, locations and colors of ~~the signs~~ shall not be changed without the express written consent of the parties or their respective successors or assigns. The Partnership shall maintain the signs in good repair and working order. The rights and obligations of the parties under this paragraph shall be perpetual, shall run with the land and shall be binding upon the heirs, successors and assigns of each party.

12. Architectural Controls. The Partnership shall complete the exterior of the buildings on the Partnership property in accordance with the plans prepared by John McCamant. Following completion of such buildings and for a period ending on the date ten (10) years after the date of this Agreement, the Partnership shall not alter the exterior appearance of any building on the Partnership property without the express written consent of the Association. For a period of the ^{TEN} (10) years after the date of this Agreement, the Association shall not alter the exterior appearance of the building on the Association property without the express written consent of the Partnership.

13. General Provisions.

(a) This Agreement shall be subject to all easements heretofore and hereafter granted by the parties and their respective successors and assigns for the installation and

maintenance of utilities, provided the easements granted hereafter shall not unreasonably interfere with the rights granted hereunder.

(b) Each party and its respective successors and assigns shall have the right to enforce by any proceeding at law or in equity the restrictions, covenants, conditions, easements and liens now or hereafter imposed by the provisions of this Agreement. Failure to enforce any restriction, covenant, condition, easement or lien herein contained shall in no event be deemed to be a waiver of the right to do so thereafter. All remedies provided herein at law or in equity shall be cumulative and not exclusive. Invalidity of any provision of this Agreement by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. This Agreement and every provision hereof shall continue in full force and effect unless amended, modified or terminated in accordance with the provisions hereof.

(c) This Agreement or any provision hereof may be amended, modified or terminated, as to all or any portion of the properties subject hereto only with the written consent of the owners of the land subject to this Agreement. No such amendment, modification, termination or extension shall be effective until a proper instrument in writing has been executed, acknowledged and recorded in the office of the County Recorder of Washoe County, Nevada.

(d) The parties, their respective successors and assigns, shall execute such amendments to this Agreement as may be reasonably required by any institutional lender in connection with any current or future financing on the properties subject to this Agreement so long as the rights of any party under this Agreement are not adversely affected to any material extent and so long as such amendments are consistent with the intention of this Agreement.

(e) In any legal or equitable proceeding for the enforcement or to restrain the violation of this Agreement or any provision hereof, the party or parties against whom judgment is rendered shall pay the attorney's fees of the prevailing party or parties in such amount as may be fixed by the court in such proceeding.

(f) The easements, rights and privileges provided in this Agreement shall run with the property; provided, however, that in the event of the sale or transfer by any party of its interest in one of the properties subject hereto, the selling party shall be freed and relieved of all of the obligations set forth in this Agreement with respect to the property that has been sold. As used herein, the term "sale or transfer" shall include but shall not be limited to a sale or transfer consequent to foreclosure or conveyance by deed in lieu of foreclosure. The obligations and liabilities arising or accruing after a sale or transfer shall be binding upon the then owner of the subject property.

(g) The provisions of this Agreement shall be binding upon the heirs, successors, assigns and legal representatives of the parties hereto.

14. Consent of the Bank. The Bank hereby consents to the provisions of this Agreement to the extent that they apply to the Pyramid Professional Plaza property. The Bank agrees that in the event of any foreclosure of the Trust Deed, the provisions of this Agreement shall continue to run with the land and be shall be binding upon the successors in interest to the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SPARKS MASONIC BUILDING ASSOCIATION

By Robert E. McElvie
Its: President

RICHARD N. BECKSTRAND LIMITED PARTNERSHIP

By Richard N. Beckstrand
Its: General Partner

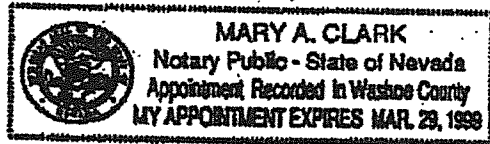
ZIONS FIRST NATIONAL BANK

By [Signature]
Its: Vice President

STATE OF NEVADA)
)
) :ss.
)
COUNTY OF WASHOE)

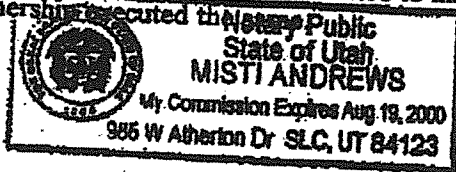
On the 30th day of July, 1997 personally appeared before me ROBERT E. M. FLECK who, being by me first duly sworn, did say that he is the PRESIDENT of the Sparks Masonic Building Association, and that the foregoing document was signed on behalf of such Association by authority of a resolution of the Board of Trustees of said Association, and the said ROBERT E. M. FLECK stated to me that Sparks Masonic Building Association executed the same.

Mary A. Clark
NOTARY PUBLIC



STATE OF UTAH)
)
) :ss.
)
COUNTY OF SALT LAKE)

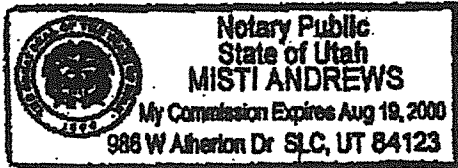
On the 22 day of July, 1997 personally appeared before me Richard N. Beckstrand, who, being by me first duly sworn, did say that he is the general partner of the Richard N. Beckstrand Limited Partnership, and that the foregoing document was signed on behalf of such Partnership by authority of the partnership agreement of said Partnership, and the said Richard N. Beckstrand stated to me that the Richard N. Beckstrand Family Limited Partnership executed the same.



Misti Andrews
NOTARY PUBLIC

STATE OF UTAH)
)
) :ss.
)
COUNTY OF SALT LAKE)

On the 23 day of July, 1997 personally appeared before me Annke Madsen who, being by me first duly sworn, did say that he is the Vice President of Zions First National Bank, a national banking corporation, and that the foregoing document was signed on behalf of such Partnership by authority of the Bylaws of said corporation, and the said Annke Madsen stated to me that Zions First National Bank executed the same.



Misti Andrews
NOTARY PUBLIC

**Exhibits to Cross Easement Agreement
between Sparks Masonic Building Association
and Richard N. Beckstrand
Limited Partnership**

Exhibit A:

Parcel A of Parcel Map No. 3235 for Sparks Masonic Building Association filed in the office of the County Recorder of Washoe County, State of Nevada on July 25, 1997, as file No. 2120075.

Exhibit B:

Parcel B of Parcel Map No. 3235 for Sparks Masonic Building Association filed in the office of the County Recorder of Washoe County, State of Nevada on July 25, 1997, as file No. 2120075.

Exhibit C:

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, described as follows:

PARCEL 1:

Parcels A, B, C and D of Amended Parcel Map No. 1090 for H.C.C. Enterprises, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 29, 1980 under File No. 670258, official Records.

PARCEL 2:

A portion of Parcel A in Block F of PYRAMID PARK SUBDIVISION NO. 2, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on November 9, 1961 and being more particularly described as follows:

Beginning at a point that bears North $00^{\circ}49'28''$ East 101.15 feet from the most Southeasterly corner of Parcel A as shown on the official plat of PYRAMID PARK SUBDIVISION NO. 2, under File No. 347455; thence North $89^{\circ}10'32''$ West 185.0 feet; thence North $00^{\circ}49'28''$ East 200.93 feet to a point on the Southerly line of York Way; thence along said Southerly line South $77^{\circ}15'20''$ East 6.38 feet to the beginning of a tangent 490.0 foot radius curve to the left concave Southwesterly; thence Southeasterly along the arc of said curve through a central angle of $12^{\circ}39'12''$ a distance of 108.21 feet; thence South $89^{\circ}54'32''$ East and tangent to the preceding arc 51.03 feet to the beginning of a tangent 20.0 foot radius curve to the right concave Southwesterly; thence Easterly, Southeasterly and Southerly along the arc of said curve through a central angle of $90^{\circ}44'00''$ a distance of 31.67 feet to a point on the Westerly line of Pyramid Way; thence South $00^{\circ}49'28''$ West along said Westerly line and tangent to the preceding arc 169.74 feet to the True Point of Beginning.

Exhibit D:

A non-exclusive easement for ingress and egress across the driveways and parking areas of Parcel B for the benefit of Parcel A of Parcel Map No. 3235 for Sparks Masonic Building Association filed in the office of the County Recorder of Washoe County, State of Nevada on July 25, 1997, as file No. 2120075.

Exhibit E:

A non-exclusive easement to install, repair, maintain and replace underground sewer, water, gas and electric service lines as more fully set forth in the "Owner's Certificate" and the "Utility Company Certificate" contained in Parcel Map No. 3235 for Sparks Masonic Building Association filed in the office of the County Recorder of Washoe County, State of Nevada on July 25, 1997, as file No. 2120075.

Hansen, Test & O'Brien, Attorneys and Counselors at Law, Southern Professional Center, 428 West Plumb Lane, Post Office Box 402, Reno, Nevada 89504, Telephone (775) 332-4661, Fax (775) 332-0341

AUG 01 1997

OFFICIAL RECORDS, WASHOE COUNTY, NEVADA
Record Requested by
FIRST AMERICAN TITLE COMPANY OF NEVADA
COUNTY RECORDER
FEE _____ DEPUTY _____