



N E V A D A

AGENDA
Regular Meeting
Planning Commission

Wednesday, April 8, 2026 • 5:00 PM

Members

Jenni McCullar - Chairwoman
Angela Lewis - Vice Chair
Barry Williams Sr. - Commissioner
Cody Wagner - Commissioner
Jacob VanderHeiden - Commissioner
Robert Flores - Commissioner
Tessa Garvin - Commissioner
Julianne White - Alternate

Fernley City Council Chambers, 595 Silver Lace Boulevard, Fernley, NV 89408

Zoom information:

Please click the following link to join the webinar: <https://us02web.zoom.us/j/82966343247>, or one tap_mobile: 12532158782, Dial: 669 900 9128, Webinar ID: 829 6634 3247

Public Notice: This agenda has been physically posted in compliance with 241.020 at Fernley City Hall, 595 Silver Lace Blvd. In addition, this agenda has been electronically posted in compliance with NRS 241.020(3) at www.cityoffernley.org and NRS 232.2175 at <https://notice.nv.gov/> To obtain further documentation regarding posting, please contact the City Clerk's Office at (775) 784-9830 or cityclerk@cityoffernley.org

Public Comment: Those wishing to address the Planning Commission may submit public comment through the [online public comment form](#), or by sending an email to cityclerk@cityoffernley.org. Comments received prior to 4:00 pm the day of the meeting will be provided to the Planning Commission and added to the record but will not be read during the live meeting. Public comments received after 4 pm the day of the meeting will be included in the record but may not reach commission members before action is taken. Public comment, whether on action items or public comment, is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specifically included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda. Additionally, if you wish you can comment in person at the meeting or use the Raise your Hand feature in Zoom (*9 if you are participating via phone).

Accommodations: The Planning Commission and staff will make reasonable efforts to assist and accommodate individuals with disabilities desiring to attend the meeting. Please contact the City Clerk's Office at (775) 784-9830 in advance so that arrangements can be made.

Supporting Material: Staff reports and supporting material for the meeting are available at the City Clerk's Office, and on the City's website at www.cityoffernley.org Pursuant to NRS 241.020(6), supporting material is made available to the general public at the same time it is provided to the City Council.

Order of Business: The presiding officer shall determine the order of the agenda. The Fernley Planning Commission may combine two or more agenda items for consideration; remove an item from the agenda; or delay discussion relating to an item on the agenda at any time. All items are action items unless otherwise noted. Items scheduled to be heard at a specific time will be heard no earlier than the stated time but may be heard later.

1. INTRODUCTORY ITEMS

- 1.1. Pledge of Allegiance**
- 1.2. Roll Call**
- 1.3. Public Forum**
- 1.4. (For Possible Action) Approval of Agenda**
- 1.5. (Possible Action) Approval of Minutes**

2. GENERAL BUSINESS

- 2.1. Discussion and possible action to formally establish a Steering Committee for the City of Fernley Comprehensive Master Plan (CMP) Update and for the Planning Commission to appoint members for Steering Committee membership.**

3. PUBLIC HEARINGS

A. DISCUSSION WITH PLANNING COMMISSION & STAFF B. PUBLIC INPUT C. ADDITIONAL DISCUSSION WITH PLANNING COMMISSION & STAFF D. COUNCIL ACTION OR DIRECTION TO STAFF

- 3.1. (For Possible Action) Discussion and possible action of a Type 1 Vacation request, T1V25001, by M4 Victory Development, LLC to abandon a portion of the public roadway known as "Duffy Road", located east of Nevada Pacific Parkway and south of Interstate 80 within the Mark IV Victory Logistics District.**

4. CHAIR AND COMMISSION ITEMS

(SUMMARY OR ACTIVITY REPORTS ON PLANNING ISSUES, ACTIVITIES OR ORGANIZATIONS IN WHICH INDIVIDUAL MEMBERS MAY BE INVOLVED. THIS ITEM IS TO PROVIDE GENERAL INFORMATION TO THE COMMISSION AND PUBLIC. NO DISCUSSION SHALL TAKE PLACE AND NO ACTION WILL BE TAKEN.)

5. PLANNING DIRECTOR ITEMS

(ACTIVITY SUMMARY OR UPDATES ON PROJECTS THAT HAVE BEEN PREVIOUSLY REVIEWED BY THE PLANNING COMMISSION. THIS ITEM IS TO PROVIDE GENERAL INFORMATION TO THE COMMISSION AND PUBLIC. NO DISCUSSION SHALL TAKE PLACE AND NO ACTION WILL BE TAKEN.)

- 5.1. Update on City Council actions from April 1, 2026.**
- 5.2. General Planning Department updates and announcements.**

6. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

7. PUBLIC FORUM

8. ADJOURNMENT

Next Meeting: May 13th @ 5pm



CITY OF FERNLEY

Planning Commission AGENDA REPORT

Meeting Date: April 8, 2026

REPORT TO: Fernley Planning Commission

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:		CURRENTLY BUDGETED:		FUND/ACCOUNT:
Yes:	No: X	Yes:	No: X	N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and possible action to formally establish a Steering Committee for the City of Fernley Comprehensive Master Plan (CMP) Update and for the Planning Commission to appoint members for Steering Committee membership.

AGENDA ITEM BRIEF:

As part of the process to update the Comprehensive Master Plan, the consultant has recommended that a Steering Committee be formed to provide guidance throughout the process, provide feedback, review draft materials, and offer insights on community priorities and implementation. Staff is requesting that the Planning Commission appoint members to the Steering Committee as part of this agenda item.

This item was continued from the March 11, 2026 Planning Commission to give the Commission more time to find volunteers to sit on the committee.

Dates and times for the committee meetings themselves will be determined based on the schedules of the individual appointees. Any needed bylaws or rules will be established at a later date.

RECOMMENDED MOTION:

I move to formally establish the Comprehensive Master Plan Steering Committee and approve the proposed membership framework, and authorize staff to coordinate formation of the Committee consistent with the Comprehensive Master Plan update schedule.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which

legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

The City of Fernley has retained Matrix Design Group to lead the update of the City's Comprehensive Master Plan (CMP). The CMP serves as the City's long-range policy document guiding land use, growth, infrastructure planning, housing, transportation, public facilities, conservation, and related community development matters. The City's Comprehensive Master Plan was last amended in 2020. The current update effort is intended to produce an actionable, policy-driven document consistent with Nevada statutory requirements and reflective of current community conditions, growth trends, and infrastructure planning considerations. As part of the CMP update process, the formation of a Steering Committee is recommended. The purpose of the Steering Committee is to:

- Provide project-level guidance throughout the update process
- Receive milestone updates and review draft materials
- Offer policy-level input prior to formal Planning Commission hearings
- Serve as a community advisory body representing diverse stakeholder interests
- Assist in strengthening transparency and public engagement

Following consultation with legal counsel, staff recommends that the Planning Commission retain its formal statutory role under Nevada law and not serve concurrently as the Steering Committee. Instead, staff recommends that the Planning Commission formally establish a separate Steering Committee and approve its membership.

This approach maintains clear procedural separation between:

- Advisory input (Steering Committee), and
- Statutory review and recommendation authority (Planning Commission).

Proposed Steering Committee Framework

The proposed Comprehensive Master Plan Steering Committee shall consist of up to seven (7) members representing a cross-section of community interests, including but not limited to:

- Downtown Business Representative
- General Business Representative
- Economic Development Representative
- Historic Preservation Representative
- Multi-Cultural / Community Diversity Representative
- Resident / Neighborhood Representative

- Housing / Development Representative

The Steering Committee shall serve in an advisory capacity only and shall not have final decision-making authority under NRS 278. The Planning Commission shall retain its statutory authority to review and recommend the Comprehensive Master Plan to the City Council.

Members shall be appointed by the Planning Commission.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

None



CITY OF FERNLEY

Planning Commission AGENDA REPORT

Meeting Date: April 8, 2026

REPORT TO: Fernley Planning Commission

REPORT FROM: Alex Lopez Martinez

FINANCIAL IMPACT:		CURRENTLY BUDGETED:		FUND/ACCOUNT:
Yes:	No: X	Yes:	No: X	N/A

ACTION REQUESTED: Resolution
Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action of a Type 1 Vacation request, T1V25001, by M4 Victory Development, LLC to abandon a portion of the public roadway known as "Duffy Road", located east of Nevada Pacific Parkway and south of Interstate 80 within the Mark IV Victory Logistics District.

AGENDA ITEM BRIEF:

Staff is seeking Planning Commission approval to vacate approximately 0.53 miles of Duffy Road roadway located within the Victory Logistics District project. A new public roadway known as "Innovation Drive" will be constructed by M4 Victory Development, LLC in place of the existing roadway and will be offered for dedication to the City of Fernley once complete. Vacation of Duffy Road is in accordance with Development Agreement DA22001, approved by City Council on April 3, 2024.

RECOMMENDED MOTION:

I move to recommend approval of T1V25001, a Type 1 Vacation, to vacate approximately 0.53 miles of the public roadway known as "Duffy Road".

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Planning Commission may recommend denial of the Vacation and provide staff with further direction.

BACKGROUND:

Duffy Road is a 1.84 mile public street located in the City of Fernley just south of Interstate 80, east and west of Nevada Pacific Parkway, and east of Stanley Drive. It is a two-lane local road, owned and maintained by the Nevada Department of Transportation (NDOT), with established legal access to the general public. On June 5, 2024, City Council was presented a cooperative transfer agreement to relinquish and convey all rights, title, and interest of a portion of Duffy Road from NDOT to the City of Fernley. The resolution passed unanimously and was recorded with Lyon County on July 29, 2024.

As construction of the new public roadway, Innovation Drive, is in progress to start soon, the vacation of the current City of Fernley Duffy Road will allow the project to continue moving forward in 2026. A Temporary Public Access Easement and Maintenance Agreement has been drafted to grant continued public access across the abandoned Duffy Road, and to have Mark IV Capital assume all maintenance and liability responsibilities of the street until Innovation Drive has been accepted by the City of Fernley. Adequate traffic control shall be provided to ensure the general public knows when to expect changes in traffic patterns and how to navigate through the temporary traffic control zone. Demolition of Duffy Road will not be approved until secondary traffic access is established.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statutes (NRS) 278 - Planning and Zoning
Nevada Revised Statutes (NRS) 278.480 - Vacation or abandonment of street or easement: Procedures, prerequisites, and effect; appeal; reservation of certain easements; and sale of vacated portion.
City of Fernley Municipal Code Title 32 - Development Code - Section 32.03.080 - Vacations

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Duffy Road Temporary Public Access Easement And Maintenance Agreement
2. Duffy Road Abandonment Exhibit
3. Duffy Road Abandonment Traffic Control Plan

APNs:

**Recording Requested By And
When Recorded, Mail To:**

**City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408
Attn: City Clerk**

**TEMPORARY PUBLIC ACCESS EASEMENT
AND MAINTENANCE AGREEMENT**

This Temporary Public Access Easement and Maintenance Agreement (the “Agreement”) is entered into and made effective as of February __, 2026 (the “Effective Date”), by and between:

Grantor: M4 NEW FERNLEY QOZB, LLC, a Nevada limited liability company, with its principal place of business at 4450 MacArthur Blvd, 2nd Floor, Newport Beach, CA 92660, (hereinafter referred to as the “Grantor” or “Developer”),

and

Grantee: The City of Fernley, a municipal corporation of the State of Nevada, with its principal offices at 595 Silver Lace Blvd, Fernley, NV 89408 (hereinafter referred to as the “Grantee” or “City”).

The Grantor and Grantee are sometimes collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Grantor is the owner or has an interest in certain real property located in the City of Fernley, Lyon County, Nevada, as part of the Victory Logistics District Phase C project, more particularly described in the Preliminary Plot dated September 3, 2025, encompassing approximately 519.43 acres, including the portion of Duffy Road subject to abandonment (the “Property”);

WHEREAS, the Property includes a portion of Duffy Road located within the SE ¼ of Section 5, Township 20 North, Range 25 East, Mount Diablo Meridian (the “Existing Road Segment”), as depicted in the Preliminary Plot and described as follows:

A portion of Duffy Road commencing at the intersection with Interstate 80 and extending southward along the existing alignment, bounded by the proposed new, realigned road

and Innovation Drive to the east, Gateway Drive to the south, and adjacent parcels as shown on Sheet 2 of the Preliminary Plot dated September 3, 2025, prepared by Lumos & Associates, including all rights-of-way and appurtenances thereto;

WHEREAS, the Grantor has submitted an application for the abandonment/vacation of the Existing Road Segment under Application T1V25001 Duffy Road Abandonment;

WHEREAS, pursuant to Nevada Revised Statutes (NRS) 278.480, the City may vacate or abandon streets or easements but reserve easements for public access, utilities, or other purposes in the vacation order to protect public interests;

WHEREAS, the City has determined that the abandonment is feasible, as no City-owned utilities are present and active permits are held by the Grantor, but requires conditions to ensure continued public access and maintenance until the new, realigned road that replaces the Existing Road Segment (the “New Road”) is constructed, opened for public use, and formally offered for dedication to the City;

WHEREAS, the Grantor wishes to facilitate the abandonment and agrees to grant a temporary easement for public access over the Existing Road Segment and to assume responsibility for the maintenance and liability of the Existing Road Segment during the Term, consistent with the City’s current obligations;

WHEREAS, the Parties intend this Agreement to satisfy the City’s requirement for a legal written document accepting liability and responsibility for the Existing Road Segment;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I:
GRANT OF EASEMENT**

1.1 Grant. Subject to the terms and conditions of this Agreement, the Grantor hereby grants, conveys, and dedicates to the Grantee, for the benefit of the public, a temporary, non-exclusive easement and right-of-way (the “Temporary Easement,” more particularly described on Exhibit A) over, across, and upon the Existing Road Segment for the purpose of public vehicular, pedestrian, and emergency access, including but not limited to automobiles, trucks, motorcycles, bicycles, and other conveyances. The use of the Temporary Easement shall be limited to the type, intensity, and volume of use existing as of the Effective Date. No material increase in traffic volume, change in permitted vehicle classifications, or alteration in functional use shall occur without Grantor’s prior written consent, which shall not be unreasonably withheld.

1.2 Characteristics and Purpose. The Temporary Easement is appurtenant to the public interest and shall benefit the Grantee and the public by ensuring uninterrupted access equivalent to the current public use of the Existing Road Segment. The Grantor understands and agrees that the

Temporary Easement granted herein is for a public roadway to be used by the general public for access, ingress, egress, and travel on and across the Property in the Temporary Easement to and from roads and properties located adjacent to the Property. The Temporary Easement shall be limited to travel and access purposes and shall not include any right to park, store materials, or conduct activities inconsistent with safe roadway use.

1.3 Reservations. The Grantor shall not construct or place any structure or building, yard light, shrub, tree, woody plant, or nursery stock, whether temporary or permanent, of any kind or nature situated on the Temporary Easement that will interfere with or obstruct the roadway. Any such structure or item placed on the Temporary Easement may be removed by the Grantee upon not less than 10 business days' prior written notice to Grantor without liability for damages arising therefrom. Grantor shall retain the right to make use of the servient property of the Temporary Easement, except for such prohibitions as are contained herein, and except for such use as might endanger or interfere with the rights of the Grantee in its use of the roadway. If Grantor constructs or places any structure or building or item prohibited herein on the Temporary Easement, Grantor shall reimburse the Grantee for Grantee's expenses in removing such structure or prohibited item from the Temporary Easement if Grantor failed to do so after receipt of notice from Grantee pursuant to this Section 1.3.

1.4 Exclusivity. The Temporary Easement is non-exclusive, and the Grantor shall not grant conflicting rights to third parties that impair public access during the Term.

ARTICLE II: MAINTENANCE OBLIGATIONS

2.1 Grantor's Duties. The Grantor, or its assigns, at its expense, shall be solely responsible for the maintenance of the Existing Road Segment in its current condition, as well as all Grantor-owned improvements which may be located within the Temporary Easement, as may be expressly allowed herein. Maintenance shall include, but not be limited to: paving, grading, striping, and signage; snow and ice removal; weed control, trash and debris removal; dust control and erosion prevention; repairs to potholes, cracks, or damage; compliance with all applicable laws expressly applicable to private roadway maintenance, including traffic control and safety measures; and ensuring no interruptions to public access except for emergencies or with prior City approval and notice. The Grantor shall perform inspections as needed and respond to City notifications of deficiencies within 72 hours. Under no circumstances shall Grantor be required to perform or pay for any work that upgrades, expands, or improves the Existing Road Segment beyond its condition as of the Effective Date.

2.2 Emergency Repairs. In emergencies threatening public safety, the Grantor shall perform immediate repairs to the Existing Roadway Easement. If the Grantor fails to do so, then upon not less than three business days' prior written notice to Grantor the City may perform the work and recover costs from the Grantor for its reasonable and documented out of pocket costs.

2.3 Coordination. The Grantor shall coordinate all maintenance with the City Engineer and provide at least 72 hours' notice for non-emergency work that may impact access.

**ARTICLE III:
INSURANCE AND INDEMNIFICATION**

3.1 Insurance. The Grantor shall maintain during the Term, at its expense, commercial general liability insurance covering the Existing Road Segment with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, naming the City as an additional insured. The Grantor shall provide certificates of insurance to the City prior to the Effective Date and upon renewal. Coverage shall include premises liability and contractual liability.

3.2 Indemnification. The Grantor shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, damages, costs, expenses (including reasonable attorney fees), liabilities, or losses arising from or related to the use, maintenance, or condition of the Existing Road Segment during the Term, including but not limited to personal injury, property damage, or environmental contamination caused by the Grantor's acts, omissions, or negligence; provided, however, that the foregoing indemnification shall not apply to the extent any such claims, demands, damages, costs, expenses, liabilities, or losses are caused by or arise from the negligence, willful misconduct, or breach of this Agreement by the City, its officers, employees, or agents. This indemnification survives termination. Grantor's duty to defend shall arise only upon a final determination of Grantor's negligence or breach.

**ARTICLE IV:
TERM AND TERMINATION**

5.1 Term. This Agreement shall commence on the Effective Date (or the date of the City's vacation order, whichever is later) and continue until the earliest of: (i) the New Road is formally offered for dedication to the City as a public roadway; and (ii) mutual written agreement of the Parties (the "Term") at which time this Agreement and the Temporary Easement shall automatically terminate, and all rights shall revert to the Grantor.

5.2 Enforcement; Breach Shall Not Permit Termination. Each party bound hereby shall have the right (but not the duty) to enforce its rights hereunder against the other parties hereto. No breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which may be available to such party at law or in equity.

**ARTICLE V:
MISCELLANEOUS**

6.1 Governing Law. This Agreement shall be governed by the laws of the State of Nevada, without regard to conflicts of laws. Venue shall be in Lyon County, Nevada.

6.2 Binding Effect. This Agreement shall bind and inure to the benefit of the Parties' successors, heirs, assigns, and any subsequent owners of the Property. The Grantor shall record this Agreement with the Lyon County Recorder within 10 days of execution.

6.3 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.

6.4 Additional Actions and Documents. The parties agree to take such additional actions and execute such additional documents as may be necessary or proper to carry out the transactions contemplated by this Agreement.

6.5 Modification and Waiver. No claim of waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party.

6.6 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those herein expressed.

6.7 No Partnership. The provisions of this Agreement do not create any partnership, joint venture, or other legal entity between the parties hereto.

6.8 Attorneys' Fees. Should any party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from each opposing party thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

6.9 Time of the Essence. Time is of the essence for the performance of all obligations and the satisfaction of all conditions of this Agreement.

6.11 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of any other provision of this Agreement in that jurisdiction or the validity, legality, or enforceability of any provision in any other jurisdiction. The remainder of this Agreement shall remain in full force

and effect as if such invalid, illegal, or unenforceable provision had never been included, and the parties shall use their best efforts to negotiate in good faith a substitute, valid, and enforceable provision that most nearly effects the parties' original intent.

6.12 Notices. All notices and demands of any kind which any party hereto may be required or desire to serve upon any other party under the terms of this Agreement shall be in writing and shall be served upon such other party (a) by personal service upon such other party, whereupon service shall be deemed complete, (b) by telecopy or email, followed by a hard copy mailed the same day, whereupon service shall be deemed completed on the day telecopy or email, as applicable, was sent, (c) by Federal Express or other recognized overnight delivery service, whereupon service shall be deemed complete the next business day, or (d) by mailing a copy thereof by certified or registered mail, postage prepaid, with return receipt requested, whereupon service shall be deemed complete on the day actual delivery is made, as shown by the addressee's registry or certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The address to which notices to a recipient party shall be sent shall be the address last provided by the recipient party or, if no such address exists, to the address of such recipient party as listed with the Lyon County Assessor for the Servient Property or the Dominant Property, as applicable, or, if no such address exists, to the last known address of such recipient party.

Any party hereto may from time to time, by notice in writing served upon the others as aforesaid, designate a different address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

6.13 Counterparts. This Agreement may be executed in counterparts, each deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF FERNLEY, a municipal corporation
and political subdivision of the State of Nevada

Neal E. McIntyre, Mayor

ATTEST

By: _____
Kim Swanson, City Clerk

Date of City Council Action: _____

APPROVED AS TO FORM

By: _____
Aaron Mouritsen, City Attorney

GRANTOR

M4 NEW FERNLEY QOZB, LLC,
a Nevada limited liability company

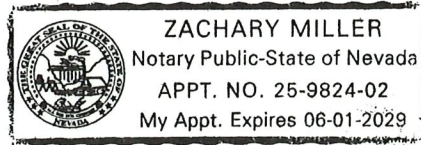
Niel Nelson

STATE OF NEVADA)
)
COUNTY OF WASHOE)

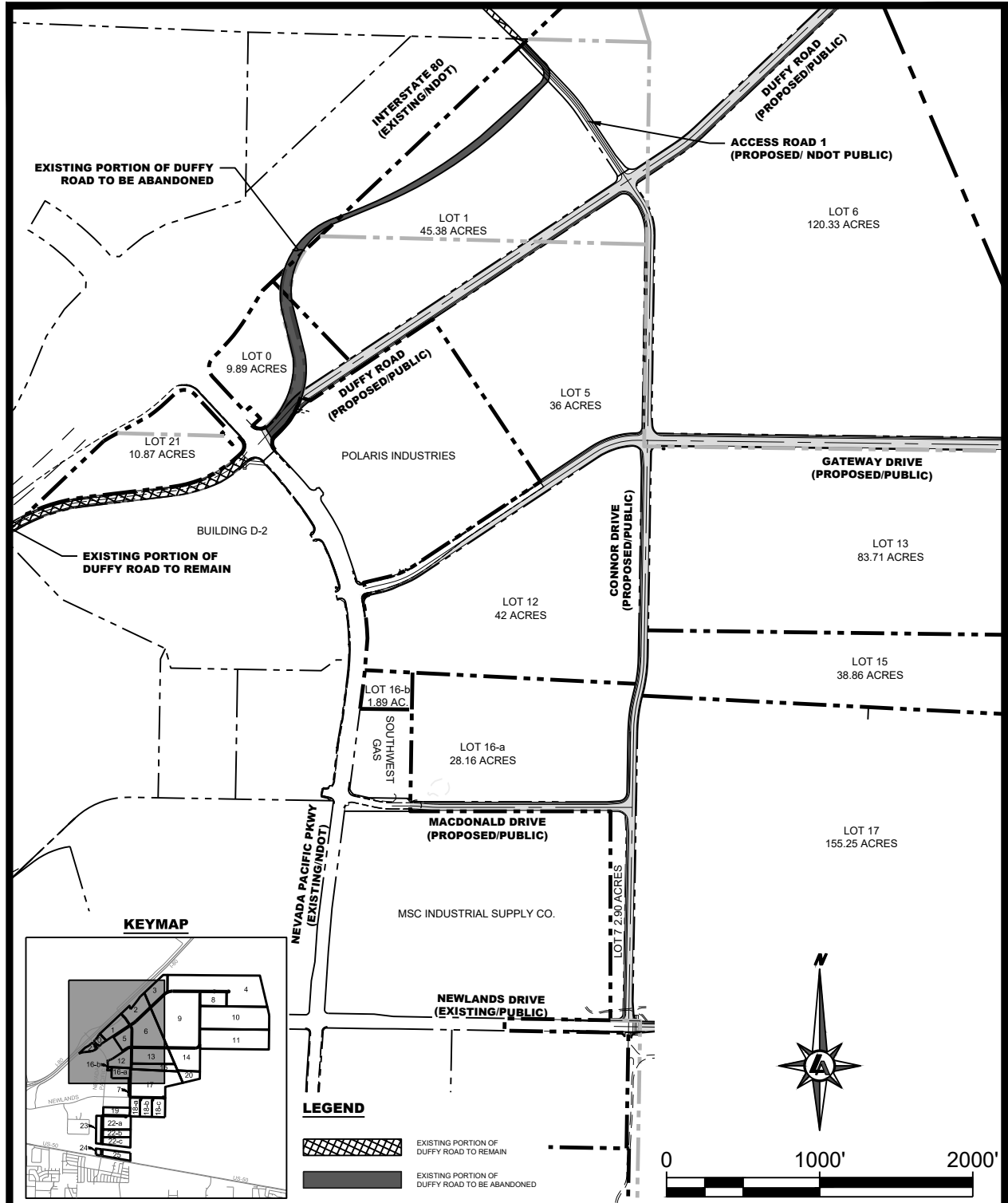
This instrument was acknowledged before me on 02/16, 2026 by
Niel Nelson as SVP of M4 New Fernley QOZB, LLC, a Nevada
limited liability company.

Zachary Miller
Zachary Miller

Notary Public



**EXHIBIT A:
PROPERTY DESCRIPTION AND PRELIMINARY PLOT REFERENCE**



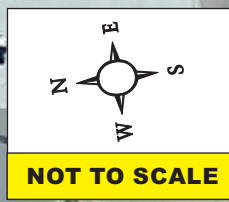
LUMOS & ASSOCIATES
 950 SANDHILL ROAD
 RENO, NEVADA 89521
 PH. (775) 827-6111 | INFO@LUMOSINC.COM

M4 NEW FERNLEY QOZB, LLC

DUFFY ROAD ABANDONMENT

LYON COUNTY NEVADA

Date: 03.20.24
 Scale: 1":1000'
 Job No: 10067.008
 FIGURE EX. C



SEE PAGE 2

11FT TRAVEL LANES

SIDEWALK CLOSED
USE OTHER SIDE

END
WORK ZONE

R4-7
KEEP
RIGHT

W20-1
ROAD
WORK
AHEAD

400FT

NEVADA PACIFIC PKWY

400FT

W20-1
ROAD
WORK
AHEAD

SPEED
LIMIT
35

POSTED SPEED LIMIT

END
WORK ZONE

400FT

W1-4

DUFFY RD

400FT


END
WORK ZONE

W20-1
ROAD
WORK
AHEAD


TRAFFIC CONTROL WILL MEET MUTCD MINIMUM STANDARDS & NDOT STANDARDS 2024 EDITION. ALL TRAFFIC CONTROL DEVICES AND SIGNAGE MAY BE FIELD ADJUSTED WITH APPROVAL OF THE ENGINEER OR AUTHORIZED REPRESENTATIVE. ALL EXISTING SIGNS CONFLICTING WITH CONSTRUCTION SIGNS NEED TO BE COVERED. TRAFFIC CONTROL PLANS WILL BE UPDATED ON AS NEEDED BASIS.

VARIABLE MESSAGE BOARD
PLACEMENT WILL BE DETERMINED BY RESIDENT ENGINEER OR AUTHORIZED REPRESENTATIVE

Jered Davidson
Traffic Control Supervisor
ATSSA #00165414

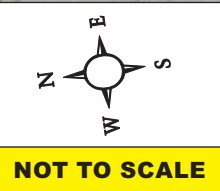


LEGEND	
	ARROW BOARD
	42" REFLECTIVE DRUM
	BEACON LIGHT
	WORKZONE
	VARIABLE MESSAGE BOARD
	TYPE 3 BARRICADE
	LIGHT PLANT
	DIAMOND GRADE REFLECTIVE SIGN
	42" REFLECTIVE CONE
	PORTABLE SIGN STAND



Q&D CONSTRUCTION
est. 1964

Project Name	VICTORY LOGISTICS / INNOVATION DR IMP.		
Project Location	NEVADA PACIFIC PKWY @ DUFFY RD		
ATSSA NUMBER	165414	1 OF 4	3-19-26
Prepared By	JERED DAVIDSON		



DUFFY RD

END WORK ZONE

W20-1
ROAD WORK AHEAD


400FT

R4-7
KEEP RIGHT

W1-4

SEE PAGE 2

TRAFFIC CONTROL WILL MEET MUTCD MINIMUM STANDARDS & NDOT STANDARDS 2024 EDITION. ALL TRAFFIC CONTROL DEVICES AND SIGNAGE MAY BE FIELD ADJUSTED WITH APPROVAL OF THE ENGINEER OR AUTHORIZED REPRESENTATIVE. ALL EXISTING SIGNS CONFLICTING WITH CONSTRUCTION SIGNS NEED TO BE COVERED. TRAFFIC CONTROL PLANS WILL BE UPDATED ON AS NEEDED BASIS.




Q&D CONSTRUCTION
est. 1964

Project Name	VICTORY LOGISTICS / INNOVATION DR IMP.		
Project Location	NEVADA PACIFIC PKWY @ DUFFY RD	Job Number	
ATSSA NUMBER	165414	2 OF 4	3-19-26
Prepared By	JERED DAVIDSON		

LEGEND

	ARROW BOARD		42" REFLECTIVE DRUM
	BEACON LIGHT		WORKZONE
	MESSAGE BOARD		LIGHT PLANT
	TYPE 3 BARRICADE		42" REFLECTIVE CONE
	DIAMOND GRADE REFLECTIVE SIGN		PORTABLE SIGN STAND

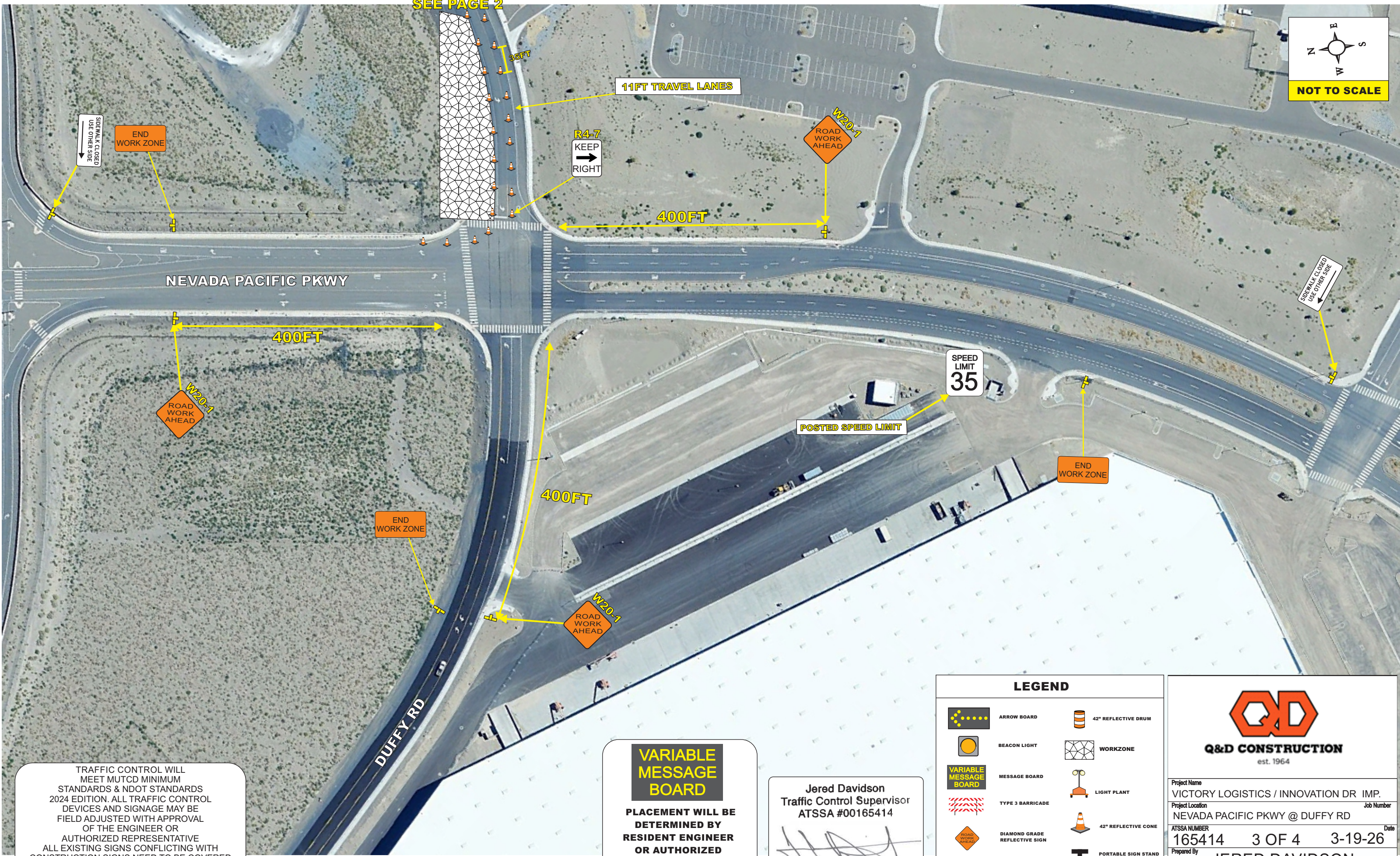
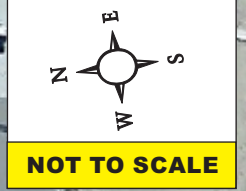
Jered Davidson
Traffic Control Supervisor
ATSSA #00165414



VARIABLE MESSAGE BOARD

PLACEMENT WILL BE DETERMINED BY RESIDENT ENGINEER OR AUTHORIZED REPRESENTATIVE

SEE PAGE 2



TRAFFIC CONTROL WILL MEET MUTCD MINIMUM STANDARDS & NDOT STANDARDS 2024 EDITION. ALL TRAFFIC CONTROL DEVICES AND SIGNAGE MAY BE FIELD ADJUSTED WITH APPROVAL OF THE ENGINEER OR AUTHORIZED REPRESENTATIVE. ALL EXISTING SIGNS CONFLICTING WITH CONSTRUCTION SIGNS NEED TO BE COVERED. TRAFFIC CONTROL PLANS WILL BE UPDATED ON AS NEEDED BASIS.

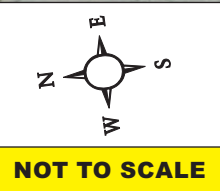
VARIABLE MESSAGE BOARD
PLACEMENT WILL BE DETERMINED BY RESIDENT ENGINEER OR AUTHORIZED REPRESENTATIVE

Jered Davidson
Traffic Control Supervisor
ATSSA #00165414
[Signature]

LEGEND	
	ARROW BOARD
	BEACON LIGHT
	VARIABLE MESSAGE BOARD
	TYPE 3 BARRICADE
	DIAMOND GRADE REFLECTIVE SIGN
	42" REFLECTIVE DRUM
	WORKZONE
	LIGHT PLANT
	42" REFLECTIVE CONE
	PORTABLE SIGN STAND

Q&D CONSTRUCTION
est. 1964

Project Name	VICTORY LOGISTICS / INNOVATION DR IMP.		
Project Location	NEVADA PACIFIC PKWY @ DUFFY RD		
ATSSA NUMBER	165414	3 OF 4	3-19-26
Prepared By	JERED DAVIDSON		



END WORK ZONE

400FT

DUFFY RD



400FT



125FT SHIFT

TRAFFIC CONTROL WILL MEET MUTCD MINIMUM STANDARDS & NDOT STANDARDS 2024 EDITION. ALL TRAFFIC CONTROL DEVICES AND SIGNAGE MAY BE FIELD ADJUSTED WITH APPROVAL OF THE ENGINEER OR AUTHORIZED REPRESENTATIVE. ALL EXISTING SIGNS CONFLICTING WITH CONSTRUCTION SIGNS NEED TO BE COVERED. TRAFFIC CONTROL PLANS WILL BE UPDATED ON AS NEEDED BASIS.



Q&D CONSTRUCTION
est. 1964

Project Name
VICTORY LOGISTICS / INNOVATION DR IMP.
Project Location
NEVADA PACIFIC PKWY @ DUFFY RD
Job Number
ATSSA NUMBER
165414 4 OF 4 3-19-26
Date
Prepared By
JERED DAVIDSON

LEGEND

	ARROW BOARD		42" REFLECTIVE DRUM
	BEACON LIGHT		WORKZONE
	MESSAGE BOARD		LIGHT PLANT
	TYPE 3 BARRICADE		42" REFLECTIVE CONE
	DIAMOND GRADE REFLECTIVE SIGN		PORTABLE SIGN STAND

Jered Davidson
Traffic Control Supervisor
ATSSA #00165414

VARIABLE MESSAGE BOARD
PLACEMENT WILL BE DETERMINED BY RESIDENT ENGINEER OR AUTHORIZED REPRESENTATIVE

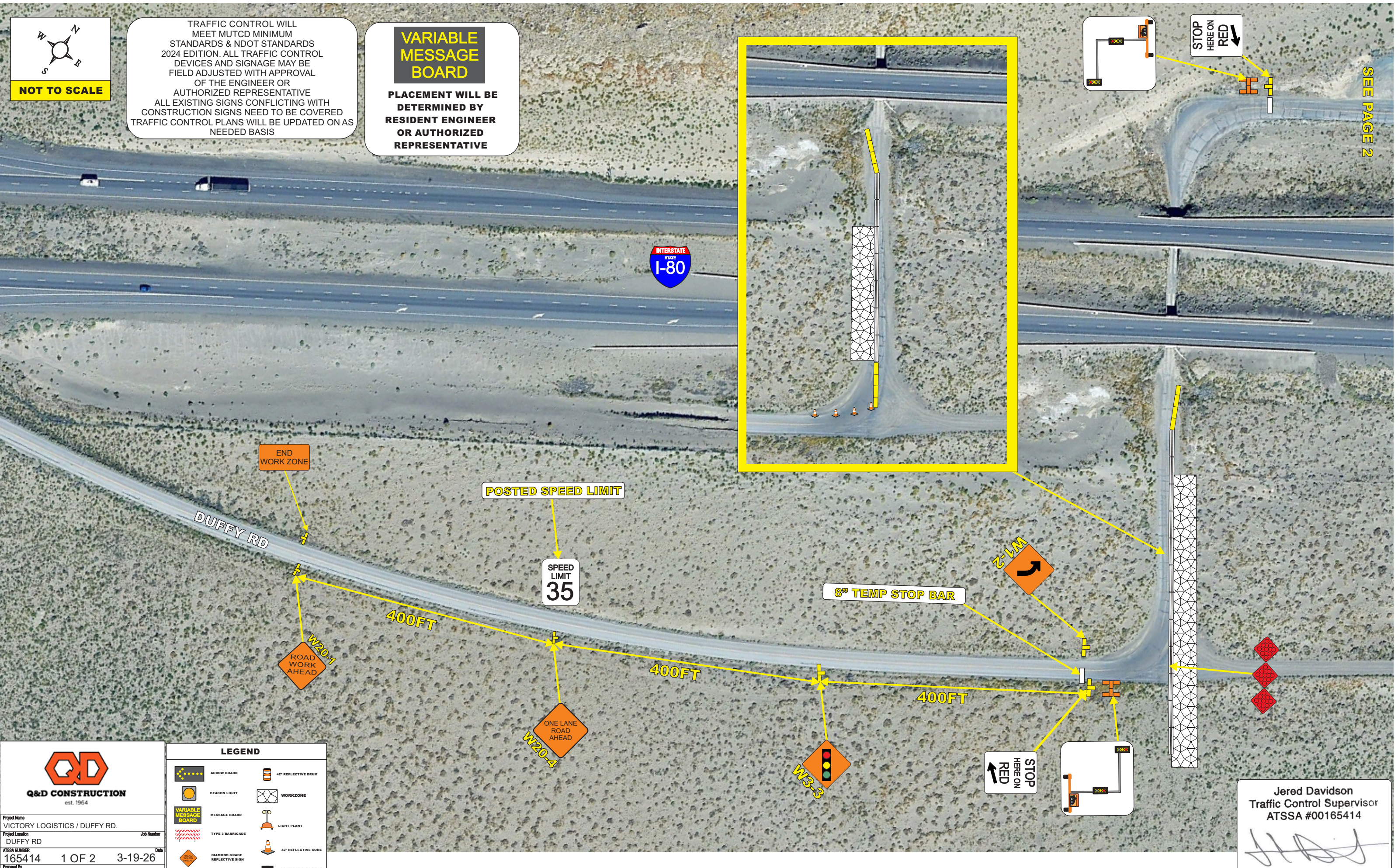
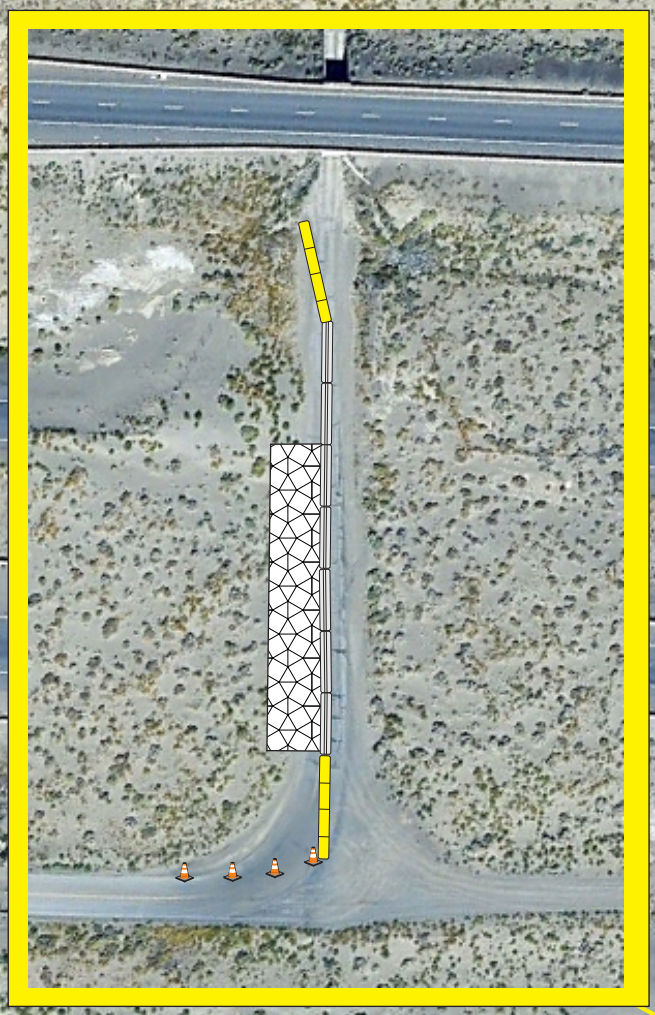


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VARIABLE MESSAGE BOARD

PLACEMENT WILL BE DETERMINED BY RESIDENT ENGINEER OR AUTHORIZED REPRESENTATIVE

SEE PAGE 2



Q&D CONSTRUCTION
est. 1964

Project Name: VICTORY LOGISTICS / DUFFY RD.
Project Location: DUFFY RD
ATSSA NUMBER: 165414
Job Number: 1 OF 2
Date: 3-19-26
Prepared By: JERED DAVIDSON

LEGEND	
	ARROW BOARD
	BEACON LIGHT
	VARIABLE MESSAGE BOARD
	TYPE 3 BARRICADE
	DIAMOND GRADE REFLECTIVE SIGN
	42" REFLECTIVE DRUM
	WORKZONE
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	PORTABLE SIGN STAND

Jered Davidson
Traffic Control Supervisor
ATSSA #00165414



SEE PAGE 1



DUFFY RD



Q&D CONSTRUCTION
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Project Name
VICTORY LOGISTICS / DUFFY RD.

Project Location
DUFFY RD

Job Number
165414

Date
2 OF 2 3-19-26

Prepared By
JERED DAVIDSON

LEGEND

	ARROW BOARD		42" REFLECTIVE DRUM
	BEACON LIGHT		WORKZONE
	MESSAGE BOARD		LIGHT PLANT
	TYPE 3 BARRICADE		42" REFLECTIVE CONE
	DIAMOND GRADE REFLECTIVE SIGN		PORTABLE SIGN STAND

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