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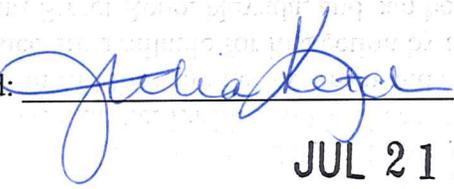
Customer Acct# **349008**  
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STATE OF NEVADA  
COUNTY OF WASHOE

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: **07/14/2006 - 07/21/2006**, for exact publication dates please see last line of Proof of Publication below.

Subscribed and sworn to before me

Signed: \_\_\_\_\_



**JUL 21 2006**

 **TANA CICCOTTI**  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 02-75259-2 - Expires May 16, 2010



**Proof of Publication**

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1308 NOTICE IS HEREBY GIVEN THAT: Bill No. 1487, Ordinance No. 1308 entitled: AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 ADOPTING THE DEVELOPMENT AGREEMENT CASE NO. DA05-001 FOR TENTATIVE PARCEL MAP CASE NO.'S PM04-050, PM04-051, PM04-052, PM04-053, PM04-054 AND PM04-055, APPROVED BY THE PARCEL MAP REVIEW COMMITTEE OF WASHOE COUNTY ON JANUARY 21, 2005. was adopted on July 11, 2006 by Commissioners Galloway, Humke, Larkin, and Weber with Commissioner Sferrazza absent. This ordinance shall be in full force and effect from and after July 21, 2006. Typewritten copies of the ordinance are available for inspection by all interested persons at the office of the County Clerk, 75 Court Street Reno, Nevada, and can be found on the County Clerk's website, [www.washoecounty.us/clerks](http://www.washoecounty.us/clerks). AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No. 281905 July 14, 21, 2006

SUMMARY: An ordinance adopting Development Agreement Case No. DA05-001 for Tentative Parcel Map Case Nos. PM04-050, PM04-051, PM04-052, PM04-053, PM04-054, and PM04-055.

BILL NO. 1487

ORDINANCE NO. 1308

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 ADOPTING THE DEVELOPMENT AGREEMENT CASE No. DA05-001 FOR TENTATIVE PARCEL MAP CASE No's. PM04-050, PM04-051, PM04-052, PM04-053, PM04-054, AND PM04-055, APPROVED BY THE PARCEL MAP REVIEW COMMITTEE OF WASHOE COUNTY ON JANUARY 21, 2005.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DO ORDAIN:

SECTION 1. The Development Agreement for Honalo Kai, LLC, Case No. DA05-001, including its attached exhibits and references, for Tentative Parcel Map Case Nos. PM04-050, PM04-051, PM04-052, PM04-053, PM04-054, and PM04-055, located in the Warm Springs Specific Plan, is an acceptable document governing the development of the referenced property in Washoe County.

Proposed on the 27<sup>th</sup> day of JUNE 2006.

Proposed by Commissioner GALLOWAY

Passed on the 11<sup>th</sup> day of JULY 2006.

Vote:

Ayes: HUMKE, LARKIN, GALLOWAY, WEBER

Nays: (NONE)

Absent: SEARAZZA

Robert M Larkin  
Chairman  
Washoe County Commission

ATTEST:

Amy Harvey  
County Clerk

This ordinance shall be in force and effect from and after the 21<sup>st</sup> day of JULY 2006.

APN# \_\_\_\_\_

Recording Requested by:

Name: Washoe County Clerk

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

When Recorded Mail to:

Name: Washoe County Clerks Office

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Mail Tax Statement to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_



( for Recorder's use only )

Ordinance No. 1308  
( Title of Document )

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:

(State specific law)

Signature

Printed Name

Stacy Gonzales

Title

Deputy Clerk

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

1308

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Proposed on the 27<sup>th</sup> day of JUNE 2006.

Proposed by Commissioner GALLOWAY

Passed on the 1<sup>st</sup> day of JULY 2006.

Vote:

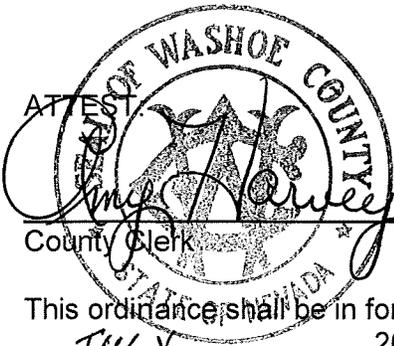
Ayes: HAMKE, LARKIN, GALLOWAY, WEBER

Nays: (NONE)

Absent: SEERAZZA

Robert M Larkin

Chairman  
Washoe County Commission



This ordinance shall be in force and effect from and after the 21<sup>st</sup> day of JULY 2006.

07/25-001

DOC # 3416395

Conformed Copy

07/24/2008 11:12A Fee:191.00  
RPTT 0.00

BK1

Requested By  
FIRST INDEPENDENT  
Washoe County Recorder  
Kathryn L. Burke - Recorder

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

**DEVELOPMENT AGREEMENT**

Washoe County and Honalo Kai, LLC

This Development Agreement (the "Agreement") is effective on the date of recordation by Washoe County of this Agreement following its adoption by ordinance by the Washoe County Board of Commissioners ("Effective Date"), and is entered into by and between Washoe County, Nevada (hereinafter "County") and Honalo Kai, LLC his agents and successors including developers and eventual subdivided-parcel-owners (hereinafter "Owner") (collectively hereinafter the "Parties").

**WITNESSETH:**

WHEREAS, the County is authorized, pursuant to Nevada Revised Statutes ("NRS") §278.0201, *et seq.*, and Washoe County Development Code ("Code") §110.814.00, *et seq.*, to enter into binding development agreements with persons having legal or equitable interests in real property for the purpose of establishing and strengthening long range plans for property development and providing for developer funding of certain public facilities to serve new development;

WHEREAS, Owner represents that he has complete and sole fee title ownership of the subject real property, the legal description of which is set forth on Exhibit "A" attached hereto and shown in the next identified exhibit (hereinafter the "Property");

WHEREAS, Owner has submitted and County has tentatively approved the initial preliminary parcel maps for development of the Property ("Project"), copies of which are attached hereto as Exhibit "B" ("Maps"), and the expiration dates of which were recently extended by the parties until April 12, 2007 pursuant to an "interim development agreement" and ordinance approved by the County;

WHEREAS, the Parties desire to enter into this Agreement in accordance with NRS and Code, as applicable, to promote the health, safety and general welfare of the County's inhabitants, to help provide some public services, uses and infrastructure, for which Owner voluntarily offers to pay, to secure to Owner certain land development safeguards and rights, and to achieve the goals and purposes for which development agreement law was enacted;

WHEREAS, it is further the Parties' desire that this Agreement satisfy certain of the infrastructure and development provisions of the County's specific plan for part of the general

Warm Springs area in which this Property is located, the specific plan being known as the Warm Springs Specific Plan ("WSSP"), which was approved by the Washoe County Board of Commissioners on September 22, 1992, and amended to add a financing plan by said Commission on April 18, 1995; and

WHEREAS, the County is underway with a review and update of the formal area plan for the general Warm Springs area ("Area Plan"), which may produce significant changes to the WSSP this year, including possible updated fees and schedule, different development vision, and altered infrastructure needs and financing structure.

NOW, THEREFORE, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by this reference and shall aid in the interpretation of this Agreement.

2. **Permitted Uses, Density, Height, and Size of Structures.** Pursuant to NRS §278.0201 and Code §110.814.20, this Agreement must set forth the maximum height and size of structures to be constructed on the Property as well as the density of uses and the permitted uses of the land. The Parties agree that the Property shall be divided and the Project constructed strictly for single residential purposes in accordance with the Maps, the WSSP, the Code, and the NRS all in effect on the date of the County's tentative parcel map approval of the Maps and as reflected in this Agreement, including its attached exhibits. Owner shall subdivide to a density only as shown on the Maps. However, Owner and his successors reserve the option to further subdivide the Property and its parcels in the future, pursuant to then existing law, if and when the WSSP, Area Plan, Code and the Washoe County Health Department permit it. This Paragraph 2 is, however, made subject to the provisions of Paragraph 6 below.

3. **Development And Infrastructure.**

3.1 **Development Standards Handbook.** The Parties have jointly drafted, in accordance with the Code and WSSP, the Project's Development Standards Handbook ("Handbook"), which is attached hereto as Exhibit "C" and incorporated herein by this reference. Construction and use of the Project shall be in accordance with the Handbook.

3.2 **WSSP HOA & CC&Rs.** As set forth in the WSSP, the Property shall be made subject to a master homeowners' association and master declaration of covenants, conditions and restrictions ("cc&rs") governing the entire WSSP area for the purposes identified in the WSSP, until the related WSSP requirements are modified or repealed, if at all, through the Area Plan update process. The association and the cc&rs shall be completed to the satisfaction of the County Community Development Department and the Washoe County District Attorney.

3.3 **Disclosure Statement.** The Parties have jointly drafted, in accordance with the Code and WSSP, a Disclosure Statement ("Disclosure"), which is attached hereto as Exhibit "D" and incorporated herein by this reference. The purpose of the Disclosure is to provide all buyers specific information about certain aspects of the WSSP and this Agreement, and how those may affect their long-term ownership. The Disclosure is not intended to be comprehensive in all aspects of the acquisition of certain parcels. It is meant to only provide basic information about aspects of the WSSP and this Agreement that are required to be disclosed. A signed and

notarized copy of the Disclosure must be provided to all future property owners and must accompany all building permit applications submitted to the County. The purpose of this requirement is to ensure that all future owners of property within the Warm Springs community are aware of the requirements of the WSSP and this Agreement.

3.4 Water and Septic. Owner does not intend at this time to subdivide at any greater density than as shown on the Maps, which permits Owner to install septic and well facilities on each new parcel instead of connecting to community water and sewer facilities likely to be built by another area property owner known as the Warm Springs Ranch. Owner waives connection to community water and sewer systems at this time. Owner shall install the referenced septic and well facilities pursuant to applicable law and regulations existing at the time of issuance of each of the related well and septic permits. Owner and his successors may in the future connect to a community water or sewer system, pursuant to then existing law, if and when the WSSP, Area Plan, Code and the Washoe County Health Department permit it.

#### **4. Financing**

##### **4.1 Infrastructure Related Fees**

4.1.1 *Fee Commitments*. Owner offers to and agrees hereby to pay all fees described in this Agreement and its exhibits. The duty to pay said fees and any increased or decreased fees negotiated as mentioned below, shall run with the Property and be binding upon and inure to the benefit of the successors and assigns of the Parties. These fees shall be paid to County on or before the time of the recording of each final parcel map.

4.1.2 *Fee Area*. The area encompassed within the WSSP is hereby designated as the "Fee Area" for the imposition of fees and the collection of funds under the provisions of this Agreement.

4.1.3 *Special Fee Revenue Fund*. Except as otherwise specifically provided in this Agreement, all fees collected pursuant to this Agreement shall be placed in a special, segregated, interest-bearing revenue fund (a "Special Fund") for each fee category and shall be used solely for the purpose of constructing the applicable capital improvements or providing refunds or reimbursements (as defined in Paragraph 4.6 herein) in accordance with this Agreement. The County, through its Director of Community Development and/or its Finance Director, shall maintain detailed records to identify the development(s) from which fees were collected, for which purpose and how said fees were spent.

4.1.4 *Fee Changes*. So long as the Project does not change from the use described in the Maps and conditions thereto, and except as otherwise provided in this Agreement, the fees set forth in this Agreement shall not increase without the written consent of the Parties except that the fees shall be adjusted to reflect changes in actual construction costs, but only as such costs are adjusted during the regular review of the Capital Improvements Program (CIP) for the WSSP. The CIP is attached as Exhibit "E," entitled Financing Concept Plan for the WSSP, and is incorporated herein by this reference. Notwithstanding this, Owner's fee obligations as defined in this Agreement may be altered or repealed, but not increased, subject however to Paragraph 5 below, by the update to the Area Plan and WSSP, possibly to

include refunds of certain fees paid. Owner understands and agrees that no guarantee is expressed herein by the County and that this Agreement does not affect the update process nor ultimate amended Area Plan and WSSP in any respect whatsoever.

4.2 Fees – Roads, Drainage, Planning, Water, Parks, Open Space, and Utilities. At the recording of each final map for any phase of the Project, the fees set forth in this Agreement shall be paid by Owner to County as follows:

4.2.1 *Roadway Fees.* Owner agrees to pay to the County all roadway fees shown in the Fee Schedule for the Project attached hereto as Exhibit “F” (hereafter “Roadway Fees”). These fees shall be set aside in a Special Fund specifically for the construction of the first phase of the Spine Road or other collector roads as defined in the phasing plan for roadways set forth in Exhibit “E”. County shall disburse these fees for the purpose of design and construction of the roadways or to reimburse Owner if Owner constructs collector roads to County specifications. These fees are separate and apart from the Regional Road Impact Fee (RRIF) (Paragraph 4.3.1), which is collected at building permit. The Roadway Fees are also separate and apart from the property owners’ current fees collected by PVGID for the maintenance of public roadway easements.

4.2.2 *Storm Drainage Fees.* Owner agrees to pay to the County all storm drainage fees shown in the Fee Schedule for the Project attached hereto as Exhibit “F” (hereafter “Drainage Fees”). These fees shall be set aside in a Special Fund specifically for the construction of Spine Road Drainage Improvements as defined in the plan for storm drainage set forth in Exhibit “E”. These fees shall be reimbursed to Owner only if Owner constructs said drainage improvements to County specifications.

4.2.3 *Planning Fees.* Only those planning fees paid pursuant to this Agreement (hereafter “Planning Fees”) shall be placed in a Special Fund specifically for the repayment of certain planning costs incurred by particular property owners as noted in the CIP (Page G-xxii of Appendix G of the WSSP). Owner shall be credited Planning Fees as noted in the Fee Schedule attached as Exhibit “F.” Pursuant to Paragraph 4.6.2 below, all Planning Fees accumulated in the Special Fund shall be used to reimburse said particular property owners who paid the cost of preparing the WSSP. Owner would otherwise pay Planning Fees as shown in the Fee Schedule (Exhibit “F”).

4.2.4 *Community Water System Fees.* Owner agrees to pay to the County all community water system fees shown in the Fee Schedule for the Project attached hereto as Exhibit “F” (hereafter “Water System Fees”). These fees shall be placed in a Special Fund specifically for the purchase of land for, as well as the design and construction of, the Community Water System as defined in the plan set forth in Exhibit “E”. All Water System Fees accumulated in the account shall be applied by the County or other government entity to design and construct this water system or used to reimburse Owner if Owner constructs said system to County specifications.

4.2.5 *Parks and Open Space Fees.* Owner agrees to pay to the County all parks and open space fees shown in the Fee Schedule for the Project attached hereto as Exhibit “F” (hereafter “Park Fees”). These fees shall be placed in a Special Fund specifically for the purchase

of land for, as well as the design and construction of, certain parks and open space as defined in the plan set forth Exhibit "E". All Park Fees accumulated in the account shall be applied by the County or other government entity to design and construct the parks and open space or used to reimburse Owner if Owner constructs said parks and open space to County specifications. The Park Fees are separate and apart from the Residential Construction Tax (Paragraph 4.3.2 below), which is collected at building permit.

4.2.6 *Public Facilities Fees – Police and Fire.* Owner agrees to pay to the County all public facilities' fees shown in the Fee Schedule for the Project attached hereto as Exhibit "F" (hereafter "Facilities' Fees"). These fees shall be placed in a Special Fund specifically for the purchase of land for, as well as the design and construction of, the police and fire public facilities otherwise known in and defined in Exhibit "E" as "Community Facilities". All Facilities' Fees accumulated in the account shall be applied by the County or other government entity to design and construct these public facilities or used to reimburse Owner if Owner constructs these facilities to County specifications.

#### 4.3 Existing RTC and County Fees.

4.3.1 *Existing RTC Regional Road Impact Fee (RRIF).* Owner understands and agrees that in addition to the Roadway Fees discussed in Paragraph 4.2.1 above, the Project is subject to the current RRIF, which shall be paid by Owner to County pursuant to applicable RRIF law at issuance of building permits.

4.3.2 *Existing Park Tax – Residential Construction Tax (RCT).* Owner understands and agrees that in addition to the Park Fees discussed in Paragraph 4.2.5 above, the Project is subject to the current RCT for parks to be paid by Owner to County pursuant to applicable RCT law at issuance of building permits or as otherwise may be lawfully agreed to in writing by Washoe County Department of Regional Parks and Open Space. If Owner constructs the parks and open space to County specifications, then Owner shall be credited or refunded in accordance with such procedures for credit or refund.

4.4 Credits. The County's Director of Community Development shall make determinations of credit in accordance with this Agreement. Credits apply only to the respective Special Fund set forth in Paragraph 4.2 above and shall not be transferable to other Special Funds. Credits may only be used upon substantiation of the completion of improvements, or in the case of planning fees, evidence of payment of fees.

4.4.1 *Credits for Roadway Fees, Drainage Fees, Water System Fees, Park Fees, and Facilities' Fees.* Credit against fees paid to Special Funds shall be based on the actual cost of the provision of those facilities or the independently appraised value of the dedication, whichever is applicable. The actual cost or value shall be credited against the total amount due based upon the Per Fee Unit that is established by this Agreement and identified in Exhibit F hereto.

4.4.2 *Credits for Planning Fees.* Only those particular property owners who paid the cost of preparing the initial WSSP, or their successors, shall be eligible for Planning Fees credit. Owner is eligible for Planning Fees' credit as one of the original payees and the total

amount of credits for the Maps, assuming all parcels are recorded, is estimated at the amount set forth in Exhibit F hereto.

4.5 Credit Waiver. Owner must apply any Credits at the time of the filing of a final parcel map. Owner's failure to do so for a particular final map shall be deemed a waiver of those Credits to that particular final map. Said Credits may be used on future parcel maps.

4.6 Refund/Reimbursements of Fees.

4.6.1 *Refunds*. Except as otherwise provided in this Agreement, upon completion of that category's capital improvements as identified in the CIP for the entire WSSP area, the County shall refund to current WSSP property owners all remaining fees in that category's fund (the "Refund"), less an administrative fee equal to the administrative costs incurred by the County. Refunds may be awarded only if the Director finds from all circumstances and evidence that: (i) the actual cost of all improvements made in that category of CIP improvement is less than all respective fees paid into that category; (ii) excess funds exist in the Special Fund; and (iii) no additional funds are required to complete the respective improvements required within the WSSP.

4.6.2 *Planning Fees' Reimbursement* In addition to the Credits provided for in this Agreement, the Owner may choose to be reimbursed for the actual Planning Fees paid through a reimbursement (the "Reimbursement"). However, in no event shall the combination of Credits and Reimbursements total more than the actual Planning Fees paid. Any Reimbursement made shall reduce the amount of Credit available. Conversely, any Credit obtained shall likewise reduce the amount of Reimbursement available. A request for Reimbursement shall be submitted by Owner to the County's Community Development Department within 30 days of the postmark date of notice mailed to Owner of the determination of actual costs made by the County's Director of Community Development. Should the Planning Fees Special Fund not have sufficient funds to allow for full Reimbursement, then the County shall repay, on a quarterly basis, from whatever funds have been collected during the preceding quarter into said fund until the full amount of Reimbursement is paid.

4.6.3 *Prorata Refunds/Reimbursements*. If more than one valid application for a Refund or Reimbursement is made and approved, the County shall allocate the funds available for reimbursement between the applicants based on the ratio of the actual costs incurred in each respective fee category or the ratio of the planning fees paid by the applicants.

4.6.4 *Director's Decision and Appeals*. Administrative decisions regarding Refunds or Reimbursements may be appealed by the affected Owner to the Washoe County Planning Commission by filing with the County's Department of Community Development a statement of the grounds of the appeal within ten (10) days of the postmark date of notice mailed to Owner of the written administrative decision. The County's Director of Community Development will schedule such appeal on the Planning Commission agenda for the next regularly scheduled meeting occurring at least twenty-one (21) calendar days after receipt of the appeal statement. If the Planning Commission reverses the decision of the Director of Community Development, it shall direct the Director to recalculate the fee in accordance with its findings. In no case shall the Planning Commission have the authority to negotiate the amount of the fee. If the Planning

Commission affirms the decision of the Director of Community Development, the affected Owner may appeal to the County Board of Commissioners within ten (10) calendar days of the Planning Commission hearing by filing a notice of appeal with the County's Department of Community Development. The County shall consider and render a decision on the appeal in a prompt manner.

4.7 Dedication and Maintenance of Facilities. Owner may be required to offer certain facilities, to include roadways, for dedication to the County at the time of the filing of a final map. Dedication of facilities or roadways to PVGID may also be required.

5. SADs and GIDs. Owner offers to and hereby agrees to waive protest to participation in any special assessment or general improvement district proceedings and agrees to cooperate fully therewith.

6. Reliance, Uncertainties and Subsequent Actions.

6.1 Reliance by the Parties. The Parties understand and acknowledge that the other relies upon the assurances, arrangements and promises set forth in this Agreement and its exhibits, all of which permit the construction and completion of the Project in accordance with the terms of and the uses, densities, heights, sizes and other similar matters defined in this Agreement and its exhibits.

6.2 Uncertainties. The Parties understand and acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Project be constructed in the manner contemplated by this Agreement. Among such circumstances is water availability or other limited natural resources, waste disposal limitations, federal regulation of air and water quality, and the Area Plan update and possible amended WSSP. The parties recognize that unforeseeable circumstances could affect each other's ability to perform obligations hereunder.

6.3 Subsequent Actions. Owner acknowledges and agrees this Agreement does not relieve the Owner from compliance with existing, changed, modified or amended rules, regulations, laws, ordinances, resolutions, fees or codes of other governmental agencies. Such rules, regulations, laws, ordinances, resolutions, fees or codes of governmental entities must be complied with by the Owner and are not locked in nor a part of this Agreement. Owner further acknowledges and agrees this Agreement does not prevent the County in a subsequent action applicable to the Property from adopting different law, provisions or conditions that do not conflict with the terms in and the law governing this Agreement, except that any subsequent action by the County shall not prevent the development of the Property pursuant to this Agreement. It is not the intent of the Parties nor shall this Paragraph be construed as excusing the County of any obligation hereunder or depriving Owner of any right under this Agreement, which can be performed and without impairment of the County's emergency powers and obligation to obey and enforce state and federal law (Code §110.814.05(c) and (d)).

6.3.1 *Exceptions.*

6.3.1.1 *Amended WSSP.* Notwithstanding this Paragraph 6 and any other contradictory term in this Agreement, Owner understands and agrees that certain possible changes to the WSSP as adopted through the current update process to the Warm Springs Area

Plan shall be binding upon Owner, successors and the Property no matter whether the final map or a building permit has been approved or issued, and Owner agrees to immediately cooperate and comply with such changes as may be contained within the updated Area Plan and amended WSSP. This Paragraph 6.3.1.1 is limited to those certain possible changes to the WSSP that concern homeowners' associations, cc&rs, water and sewer, non-paved-road maintenance and related costs and fees. This Paragraph 6.3.1.1 shall also constitute a covenant running with the land of the Property.

6.3.1.2 *Public Health & Safety Law.* Notwithstanding this Paragraph 6 and any other contradictory term in this Agreement, Owner understands and agrees that at the time of submission to the County for any map or permit (including without limitation final maps and building permits) related to the Project the then existing laws (whether local, state or federal) affecting public health and safety (as typically used for example in the building, health and fire codes' sectors) shall apply. This Paragraph 6.3.1.2 shall constitute a covenant running with the land of the Property.

## **7. Conflicting Laws.**

7.1 Conflicting State or Federal Rules. In the event that any conflicting state or federal laws or regulations enacted after the date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the County, this Agreement shall remain in full force and effect as to those provisions not affected, and the conflicting laws or regulations shall not be applied retroactively.

7.1.1 *Notice and Copies.* Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy or an account of any such action or inaction together with a statement of how any such matter conflicts with the provisions of this Agreement; and

7.1.2 *Modification Conferences.* The parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation, or accommodate any such action or inaction.

7.2 County Commission Hearings. In the event County believes that an amendment to this Agreement is necessary pursuant to this Paragraph 7, the proposed amendment shall be scheduled for hearing before the County Commission and noticed pursuant to law (including NRS §278.0205(2)). The County Commission shall determine the exact nature of the amendment or suspension necessitated by such federal or state law or regulation or action or inaction. Owner shall have the right to offer oral and written testimony at the hearing. The Commission's decision is subject to judicial review as set forth in Paragraph 9.3 below.

7.3 Cooperation in Securing Permits. County shall use its best efforts to cooperate with Owner in securing any County permits, licenses or other authorizations that may be required as a result of the Commission's decision. It is the responsibility of the owner to pay all applicable fees in connection with securing the permits.

## **8. Review, Default and Termination.**

**8.1 Frequency of Reviews.** As required by NRS §278.0205 and Code §110.814.35, at least once every twenty-four (24) months during the Term of this Agreement Owner shall provide to the County's Community Development Department and County shall review in good faith a report demonstrating Owner's good faith and material compliance with the provisions of this Agreement and outlining any issues regarding the County's performance during the preceding twenty-four (24) months. The County's Director of Community Development shall promptly report to the County Commission on the topics of the Owner's report and satisfaction of this Agreement. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either party, shall be continued to afford sufficient time for response.

**8.2 Opportunity to be Heard.** Any party requesting an opportunity to be heard by the County Commission on this review matter shall be given such opportunity within a reasonable time following submission of the Director's report to the Commission.

**8.3 Procedures in the Event of Default.** In the event of any default with any provision of this Agreement, the nondefaulting party shall send by regular mail to the other a courtesy notice not less than thirty (30) calendar days prior to declaring a default under this Agreement. This thirty-day period shall be measured from the date of postmark of the notice. The courtesy notice shall detail the alleged default, any action necessary to cure the default and, where appropriate, the manner and period of time in which the alleged default may be satisfactorily cured. During the period of time the default letter is pending, the defaulting party shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected within thirty (30) calendar days, the following shall occur:

**8.3.1. *Set Hearing, Notice and Possible Freeze.*** The party noticing a default shall set the matter for hearing before the County Commission. This hearing shall occur at the Commissions' meeting that follows after the minimum seven (7) business days mentioned in this Paragraph 8.3.1 plus the time necessary for publication and noticing pursuant to law. Said parties shall send a letter to the other party, by certified mail return receipt requested, and by regular mail, providing notice of intent to present the matter to the Commission, the date set for the Commission's public hearing of same, and notice of at least seven (7) business days before the hearing date of an additional opportunity to correct the default. The seven (7) or more business days will be measured from the date of postmark of the certified and regular mailing of the letter. If the default remains uncured at the expiration of these seven days the Commission shall conduct its hearing on the matter. Furthermore, if the Owner is the alleged defaulting party then the Director of Community Development may also immediately direct County staff to condition all future zoning, land use, and mapping applications for the Property so that the building permits to be issued as a result of those approvals shall not be issued until the default is corrected, subject to review by the Commission.

**8.3.2 *Review by County Commission.*** Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by the alleged defaulting party and the default remains uncorrected, the

County Commission shall, in the event County is the defaulting party, direct County staff to immediately cure the default, and, if Owner is the defaulting party, the County may amend or terminate this Agreement and/or may ratify or authorize the suspension of building permits for the Development. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Owner, existing or received, as of the date of the termination. Should Owner elect to appeal, Owner shall have twenty-five (25) calendar days after the date of the Commission's hearing to institute legal action as set forth in Paragraph 9.3 below to determine whether the County Commission abused its discretion.

8.3.3 *Waiver.* Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert, or enforce any of its right or remedies.

8.4 Unavoidable Delay or Default, Extension of Time for Performance. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than County) to perform acts or deeds necessary for the performance of this Agreement, enactment of conflicting state or federal laws or regulations or similar matters beyond the control of the parties. If written notice of any such delay is given to County within thirty (30) calendar days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within ten (10) business days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between County and Owner.

## 9. General Provisions.

9.1 Expiration of Agreement. The Term of this Agreement shall be for three (3) years commencing on the date of this Agreement as defined at the beginning hereof. Owner may apply once to the County Board of Commissioners for a two-year-extension of this Term provided that the law and regulations existing at the time of action by the Board to grant the extension shall thereafter govern the Property, the Project, the Maps and this Agreement. The Board's action shall be at its discretion.

9.2 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS §278.0205 and this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the Parties.

9.3 Legal Action, Damages and Venue. The County and Owner agree that the County would not have entered into this agreement if it were liable for damages under or with respect to this Agreement. Accordingly, the County and the Owner may pursue any remedy at law or equity available for breach, except that neither the Owner nor the County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Prior to the

institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Paragraph 8.3 above. Following such notice, a public hearing must be held by the County Commission where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a court under the standard review appropriate to court review of zoning actions, and the decision of the County Commission shall be overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing. Any judicial review or other action to enforce or interpret this Agreement shall occur in and rest exclusively with the Second Judicial District Court, State of Nevada.

9.4 Governing Law. This Agreement shall be construed and enforced in accordance with and shall be governed by the law of the State of Nevada.

9.5 Assignment.

9.5.1 *Transfer to an Affiliate of Owner*. The rights of Owner under this Agreement may be freely transferred or assigned to any entity, partnership, or corporation, which Owner controls, or in which Owner has a controlling interest, or which controls Owner; provided, such entity shall assume in writing all obligations of Owner hereunder.

9.5.2 *Third Party Assignment*. The rights and obligations of Owner under this Agreement may be freely transferred or assigned to a third party not affiliated with Owner, provided such third party assumes in writing all obligations of Owner hereunder as to the assigned or transferred portion of the Project along with a copy of the sale, transfer, conveyance, or assignment agreement wherein the third party assumes the obligations of the Owner. Upon any such assignment hereunder, the Owner shall be relieved of all obligations and liabilities under or in connection with this Agreement. In connection with the conveyance of any portion of the Property, Owner shall provide County with written notice of any sale, transfer, conveyance or assignment of any unimproved portion of the Project.

9.5.3 *Financial Transactions*. Owner has full discretion and authority to transfer, assign or encumber the Project or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land involved or the use of the proceeds there from, and may enter into such transaction at any time and from time to time without permission of or notice to County.

9.6 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Owner shall hold County, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Owner or those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf, which relate to construction of the Project. Owner agrees to and shall defend County and its officers, agents, employees, and representatives from any claims and actions for damages caused or alleged to have been caused by reason of Owner's activities in connection with the Project. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for

County in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of this Agreement. The provisions of this Paragraph 9.6 shall not apply to the extent such damage, liability, or claim is solely caused by the intentional or negligent act of County, its officers, agents, employees, or representatives.

9.7 Binding Effect of Agreement. The burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties' respective successors in interest and shall run with the land until the completion of performance of this Agreement or its earlier revocation or termination as provided herein.

9.8 Relationship of Parties. It is understood that the contractual relationship between County and Owner is such that Owner is an independent contractor and not an agent of County for any purpose.

9.9 Notices. Unless otherwise provided in this Agreement, all notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or sent by overnight courier or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To County:            WASHOE COUNTY  
Department of Community Development  
Current Planning Division  
PO Box 11130  
Reno, NV 89520-0027

To Owner:            Honalo Kai, LLC  
A Nevada Limited Liability Company  
Jon Kirk Stewart  
4790 Caughlin Pkwy, Suite 525  
Reno, Nevada 89509-0907

[address]

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the delivery date by overnight courier or mail is first attempted.

9.10 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement 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.

9.11 Waivers. All waivers of the provisions of this Agreement must be by written

consent of all parties hereto.

9.12 Recording Amendments. Promptly after County's execution of this Agreement, an executed original of this Agreement shall be recorded in the Official Records of Washoe County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of County and Owner in a form suitable for recordation in the Official Records of Washoe County, Nevada. Upon the completion of performance of this Agreement or its earlier revocation or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Owner shall be recorded in the Official Records of Washoe County, Nevada.

9.13 Headings, Exhibits, Cross-references. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to Paragraphs, Sections and Exhibits shall be to Paragraphs, Sections and Exhibits of or to this Agreement, unless otherwise specified. Copies of the Exhibits shall be retained and maintained by the Department of Community Development at 1101 East Ninth Street, Reno and shall be available for inspection.

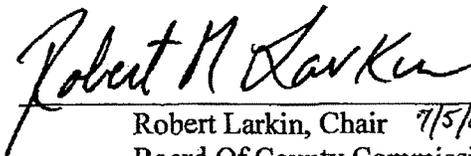
9.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

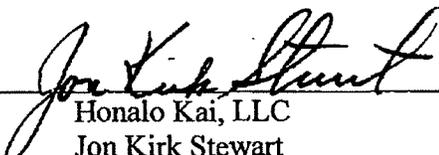
9.15 Voluntary Agreement. Owner acknowledges that he had the option of conducting his own public facilities needs assessment but instead voluntarily chose to accept the WSSP. Owner further acknowledges and agrees that he voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date stated.

COUNTY OF WASHOE

OWNER

By:   
Robert Larkin, Chair 7/5/06  
Board Of County Commissioners

  
Honalo Kai, LLC  
Jon Kirk Stewart

ATTEST:



\_\_\_\_\_  
County Clerk

STATE OF NEVADA        )  
                                  )ss.  
COUNTY OF WASHOE    )

On this 1<sup>st</sup> day of JUNE, 2006, personally appeared before me, a Notary Public in and for said County and State, TON KICK STEWART, known to me and who acknowledged to me that he executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

*Patricia Hanneman*  
NOTARY PUBLIC



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

LEGAL DESCRIPTIONS  
FOR 16 NEW PARCELS  
FOR HONALO KAI L.L.C.

May 23, 2006



**LEGAL DESCRIPTION**  
For Parcel 1

All that certain real property located within a portion of the NW1/4 of Section 10, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-20, further described as a portion of parcel 10-2-1-1 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**BEGINNING** at the Northwest corner of said Section 10;

**THENCE** S.88°43'59"E., 330.73 feet, along the North line of Section 10;

**THENCE** leaving the North line of Section 10, S.01°15'04"W., 658.97 feet;

**THENCE** N.88°44'35"W., 330.67 feet, to a point on the centerline of Broken Spur Road;

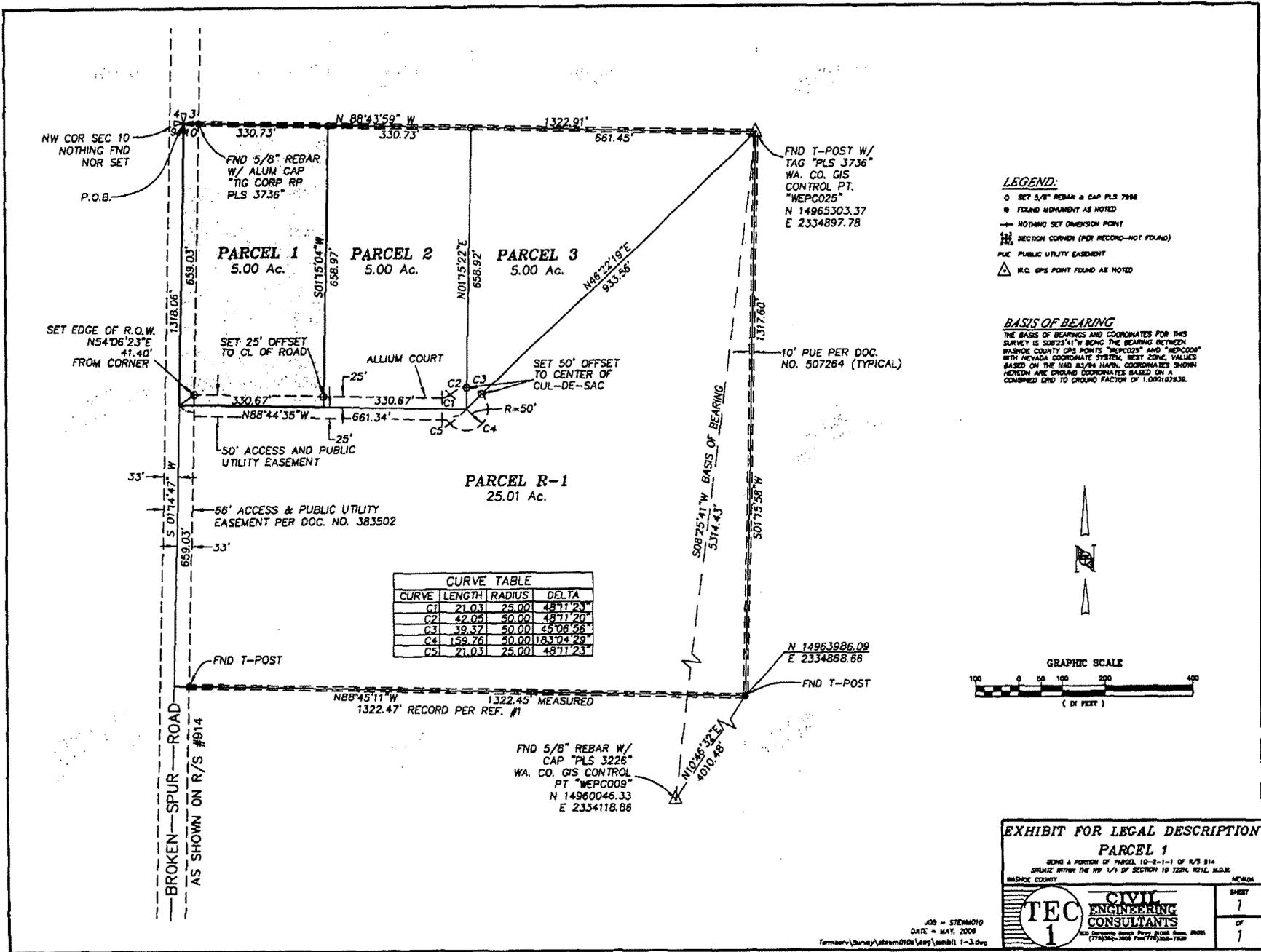
**THENCE** along the centerline of Broken Spur Road, N.01°14'47"E., 659.03 feet to the **POINT OF BEGINNING**.

**CONTAINING** 5.00 acres, more or less.

The basis of bearings for this legal description is S.08°25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521



**LEGAL DESCRIPTION**

For Parcel 2

All that certain real property located within a portion of the NW1/4 of Section 10, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-20, further described as a portion of parcel 10-2-1-1 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said Section 10;

**THENCE** S.88°43'59"E., 330.73 feet along the North line of Section 10, to the **TRUE POINT OF BEGINNING**;

**THENCE** leaving the North line of Section 10, S.88°43'59"E., 330.73 feet;

**THENCE** S.01°15'22"W., 658.92 feet;

**THENCE** N.88°44'35"W., 330.67 feet;

**THENCE** N.01°15'04"E., 658.97 feet to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 5.00 acres, more or less.

The basis of bearings for this legal description is S.08° 25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521

NW COR SEC 10  
NOTHING FND  
NOR SET

P.O.B.  
FND 5/8" REBAR  
W/ ALUM CAP  
"TG CORP RP  
PLS 3736"

FND T-POST W/  
TAG "PLS 3736"  
WA. CO. GIS  
CONTROL PT.  
"WEPC025"  
N 14965303.37  
E 2334897.78

PARCEL 1  
5.00 Ac.

PARCEL 2  
5.00 Ac.

PARCEL 3  
5.00 Ac.

SET EDGE OF R.O.W.  
N54°06'23"E  
41.40'  
FROM CORNER

SET 25' OFFSET  
TO CL OF ROAD

SET 50' OFFSET  
TO CENTER OF  
CUL-DE-SAC

ALLIUM COURT

50' ACCESS AND PUBLIC  
UTILITY EASEMENT

10' PUE PER DOC.  
NO. 507264 (TYPICAL)

PARCEL R-1  
25.01 Ac.

66' ACCESS & PUBLIC UTILITY  
EASEMENT PER DOC. NO. 383502

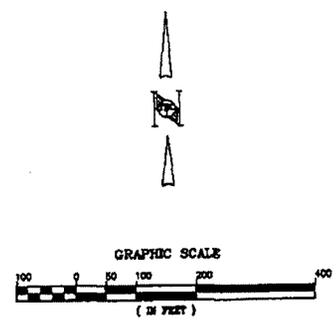
CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	21.03	25.00	48°11'23"
C2	42.05	50.00	48°11'20"
C3	39.37	50.00	45°06'56"
C4	159.76	50.00	183°04'29"
C5	21.03	25.00	48°11'23"

OKEN-SPUR ROAD  
S SHOWN ON R/S #914

FND 5/8" REBAR W/  
CAP "PLS 3226"  
WA. CO. GIS CONTROL  
PT "WEPC009"  
N 14960046.33  
E 2334118.86

**LEGEND:**  
○ SET 5/8" REBAR & CAP PLS 7880  
● FOUND MONUMENT AS NOTED  
--- NOTHING SET DIMENSION POINT  
--- SECTION CORNER (PER RECORD--NOT FOUND)  
PUE PUBLIC UTILITY EASEMENT  
△ W.C. GPS POINT FOUND AS NOTED

**BASIS OF BEARING**  
THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS 80°25'41" W BEING THE BEARING BETWEEN WAISAC COUNTY GPS POINTS "MPC025" AND "MPC009" WITH NEVADA COORDINATE SYSTEM, WEST ZONE. VALUES BASED ON THE NAD 83/94 MARK. COORDINATES SHOWN HEREON ARE GRIDING COORDINATES BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000197938.



**EXHIBIT FOR LEGAL DESCRIPTION**  
**PARCEL 2**  
BEING A PORTION OF PARCEL 18-2-1-1 OF R/S 614  
SITUATE WITHIN THE NW 1/4 OF SECTION 10 T22N, R21E, M22E  
WASAC COUNTY NEVADA

	<b>CIVIL ENGINEERING CONSULTANTS</b> 1000 WEST 7000 SOUTH, SUITE 100 TROPICANA, NEVADA 89103	SHEET	7
		OF	7

JOB # 17890010  
DATE = MAY, 2008  
T:\Survey\18-2-1-1 of R/S 614\18-2.dwg

**LEGAL DESCRIPTION**

For Parcel 3

All that certain real property located within a portion of the NW1/4 of Section 10, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-20, further described as a portion of parcel 10-2-1-1 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said section 10;

**THENCE** S.88°43'59"E., 661.46 feet along the north line of section 10, to the **TRUE POINT OF BEGINNING**;

**THENCE** S.88 43'59"E., 661.45 feet;

**THENCE** leaving the North line of Section 10, S.46°22'19"W., 933.56 feet;

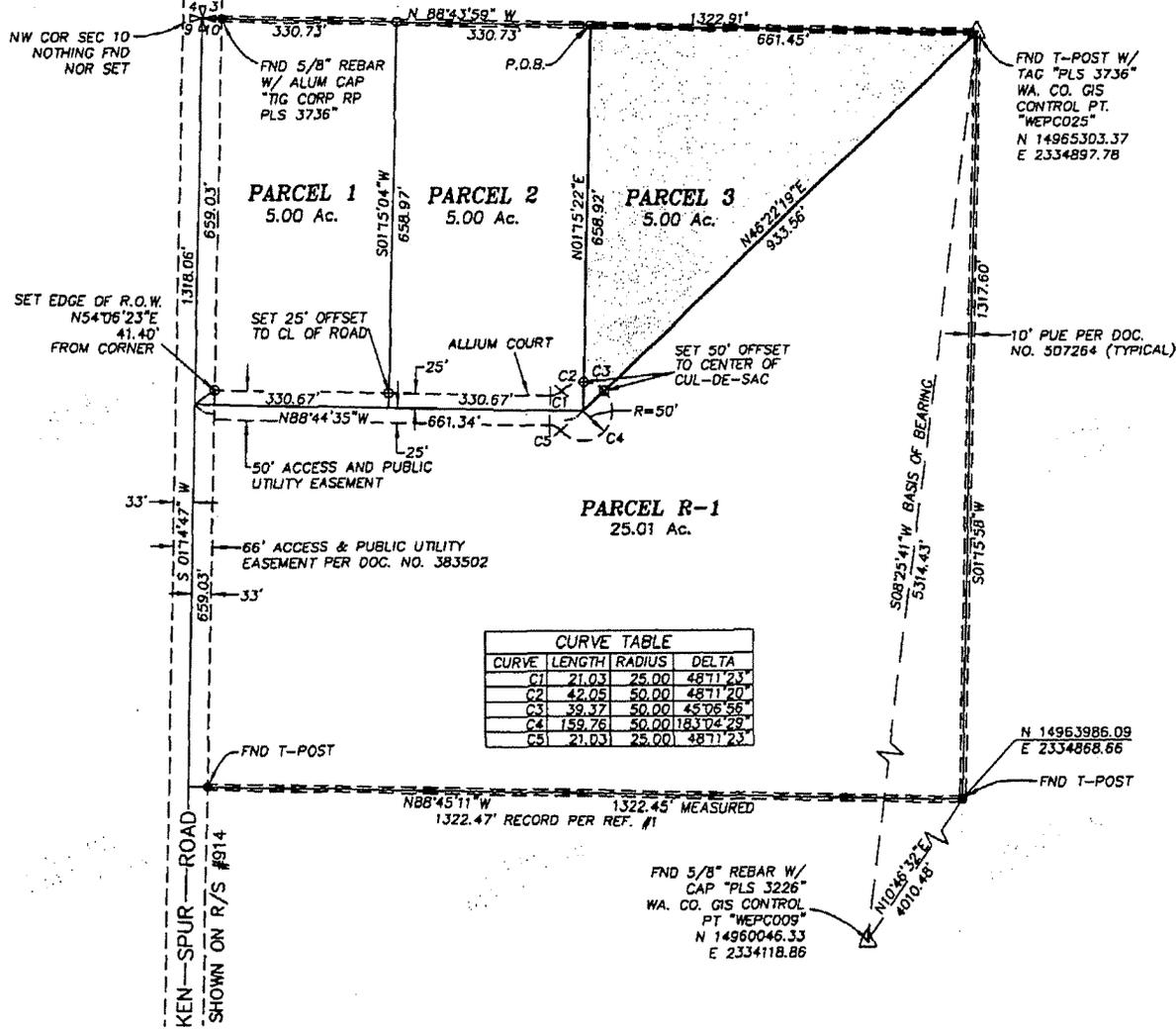
**THENCE** N.01°15'22"E., 658.92 feet, to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 5.00 acres, more or less.

The basis of bearings for this legal description is S.08° 25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521



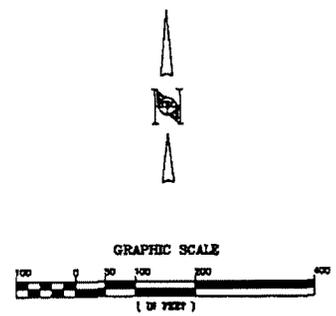
CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	21.03	25.00	48°11'23"
C2	42.05	50.00	48°11'20"
C3	39.37	50.00	45°06'56"
C4	159.76	50.00	183°04'29"
C5	21.03	25.00	48°11'23"

**LEGEND:**

- SET 5/8" REBAR & CAP PLS 788
- FOUND MONUMENT AS NOTED
- NOTHING SET DIMENSION POINT
- ⊠ SECTION CORNER (PER RECORD—NOT FOUND)
- PUE PUBLIC UTILITY EASEMENT
- △ B.C. GPS POINT FOUND AS NOTED

**BASIS OF BEARING**

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS S08°25'41" W BEING THE BEARING BETWEEN WASHOE COUNTY GPS POINTS "WEPC025" AND "WEPC009" WITH NEVADA COORDINATE SYSTEM, WEST ZONE, VALUES BASED ON THE NAD 83/94 MARK. COORDINATES SHOWN HEREIN ARE GROUND COORDINATES BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000187938.



**EXHIBIT FOR LEGAL DESCRIPTION**

**PARCEL 3**

BEING A PORTION OF PARCELS 10-2-1-1 OF R/S 814 SITUATE WITHIN THE NW 1/4 OF SECTION 10 T28N, R21E, M20E, WASHOE COUNTY, NEVADA

**TEC 1**

**CIVIL ENGINEERING CONSULTANTS**

DATE: MAY, 2008

JOB: STEPHEN

1 OF 1

10-2-1-1.dwg

**LEGAL DESCRIPTION**  
For Parcel 4

All that certain real property located within a portion of the NW1/4 of Section 10, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-20, further described as a portion of parcel 10-2-1-1 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said section 10;

**TENCE** S.43°50'55"E., 933.73 feet, to the **TRUE POINT OF BEGINNING**;

**TENCE** N.46°22'19"E., 933.56 feet;

**TENCE** S.01°15'58"W., 658.80 feet;

**TENCE** N.88°44'35"W., 661.34 feet, to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 5.00 acres, more or less.

The basis of bearings for this legal description is S.08°25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521

ROBBINS  
077-340-18

KIRILUK  
077-340-63

ERB  
077-340-64

HILL  
077-340-65

LAMARRA  
077-340-20

NW COR SEC 10  
NOTHING FND  
NOR SET

HAYES  
077-100-13

SET EDGE OF R.O.W.  
S51°36'01"E  
41.40'  
FROM CORNER

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	39.17	50.00	44°53'07"
C2	39.18	50.00	44°53'39"
C3	39.36	50.00	45°06'18"
C4	42.05	50.00	48°11'26"
C5	21.03	25.00	48°11'23"

ALLIUM COURT

50' ACCESS AND PUBLIC  
UTILITY EASEMENT PER PM

66' ACCESS & PUBLIC UTILITY  
EASEMENT PER DOC. NO. 383502

PARCEL R-2  
10.00 Ac.

PARCEL 4  
5.00 Ac.

PARCEL 5  
5.00 Ac.

PARCEL 6  
5.00 Ac.

PAHNESTOCK  
PROP. L.L.C.  
077-100-14

TIONG  
077-100-19

FND 5/8" REBAR W/  
CAP "PLS 3226"  
WA. CO. GIS CONTROL  
PT "WEPC009"  
N 14950046.33  
E 2334118.86

N 14963986.09  
E 2334868.66

COGAN  
077-100-22

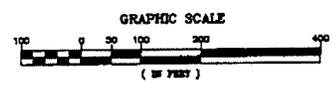
FND T-POST W/  
TAG "PLS 3736"  
WA. CO. GIS  
CONTROL PT.  
"WEPC025"  
N 14965303.37  
E 2334897.78  
10' PUE PER DOC.  
NO. 507264 (TYPICAL)

**LEGEND:**

- SET 3/8" REBAR & CAP PLS 7998
- FOUND MONUMENT REBAR AND CAP PLS #7998 OR AS NOTED
- NOTHING SET DIMENSION POINT
- ⊠ SECTION CORNER (PER RECORD-NOT FOUND)
- PUE PUBLIC UTILITY EASEMENT
- △ I.C. GPS POINT FOUND AS NOTED

**BASIS OF BEARING**

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS S04°23'41"W BEING THE BEARING BETWEEN WASHOE COUNTY GPS POINTS "WEP0025" AND "WEP0026" WITH NEVADA COORDINATE SYSTEM, WEST ZONE, VALUES BASED ON THE NAD 83/94 MARK. COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.00019739.



**EXHIBIT FOR LEGAL DESCRIPTION**  
**PARCEL 4**  
BEING A PORTION OF PARCEL 10-2-1-1 OF R/S #914  
SITUATE WITHIN THE NW 1/4 OF SECTION 10, T22N, R21E, N.D.M.  
WASHOE COUNTY, NEVADA

**TEC**  
**CIVIL ENGINEERING CONSULTANTS**  
300 Corporate South Blvd., SUITE 2000, LAS VEGAS, NV 89102  
TEL: 702-735-1100 FAX: 702-735-1101

SHEET	1
OF	1

JOB - STEPM010  
DATE - MAY 2006  
T:\survey\stepm010\stepm010.dwg 10:44:14 AM 5/16/06

**LEGAL DESCRIPTION**

For Parcel 5

All that certain real property located within a portion of the NW1/4 of Section 10, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-20, further described as a portion of parcel 10-2-1-1 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said section 10;

**THENCE** S.43°50'55"E., 933.73 feet, to the **TRUE POINT OF BEGINNING**;

**THENCE** S.88°44'35"E., 661.34 feet;

**THENCE** S.01°15'58"W., 658.80 feet;

**THENCE** N.43°50'55"W., 933.41 feet to the **TRUE POINT OF BEGINNING**;

**CONTAINING** 5.00 acres, more or less.

The basis of bearings for this legal description is S.08°25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521



**LEGAL DESCRIPTION**

For Parcel 6

All that certain real property located within a portion of the NW1/4 of Section 10, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-20, further described as a portion of parcel 10-2-1-1 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said section 10;

**THENCE** S.43°50'55"E., 933.73 feet, to the **TRUE POINT OF BEGINNING**;

**THENCE** S.43°50'55"E., 933.41 feet;

**THENCE** N.88°45'11"W., 661.23 feet;

**THENCE** N.01°15'22"E., 658.92 feet to the **TRUE POINT OF BEGINNING**;

**CONTAINING** 5.00 acres, more or less.

The basis of bearings for this legal description is S.08°25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521

ROBBINS  
077-340-16

KIRILUK  
077-340-63

FRB  
077-340-64

HILL  
077-340-65

LAMARRA  
077-340-20

NW COR SEC TO  
NOTHING FND  
NOR SET

PARCEL 1  
PM

PARCEL 2  
PM

PARCEL 3  
PM

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	39.17	50.00	44°53'07"
C2	39.18	50.00	44°53'39"
C3	39.36	50.00	45°06'18"
C4	42.05	50.00	48°11'26"
C5	21.03	25.00	48°11'23"

HAYES  
077-100-13

SET EDGE OF R.O.W.  
S51°36'01"E  
41.40'  
FROM CORNER

ALLIUM COURT

50' ACCESS AND PUBLIC  
UTILITY EASEMENT PER PM

66' ACCESS & PUBLIC UTILITY  
EASEMENT PER DOC. NO. 383502

PARCEL R-2  
10.00 Ac.

PARCEL 6  
5.00 Ac.

PARCEL 4  
5.00 Ac.

PARCEL 5  
5.00 Ac.

FAHNESTOCK  
PROP. L.L.C.  
077-100-14

TING  
077-100-19

COGAN  
077-100-22

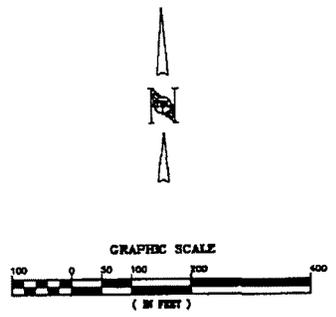
FND T-POST W/  
TAG "PLS 3736"  
WA. CO. GIS  
CONTROL PT.  
"WEPC025"  
N 14965303.37  
E 2334897.78  
10' PUE PER DOC.  
NO. 507264 (TYPICAL)

N 14963986.09  
E 2334868.66

FND 5/8" REBAR W/  
CAP "PLS 3226"  
WA. CO. GIS CONTROL  
PT "WEPC009"  
N 14960046.33  
E 2334118.86

- LEGEND:**
- SET 3/8" REBAR & CAP PLS 7998
  - FOUND MONUMENT REBAR AND CAP PLS 8708 OR AS NOTED
  - NOTHING SET DIMENSION POINT
  - SECTION CORNER (FOR RECORD-NOT FOUND)
  - PUE PUBLIC UTILITY EASEMENT
  - △ B.C. GPS POINT FOUND AS NOTED

**BASIS OF BEARING**  
THE BASIS OF BEARING AND COORDINATES FOR THE SURVEY IS 80°25'41"W BEING THE BEARING BETWEEN WASHOE COUNTY POINTS "WEPC025" AND "WEPC009" WITH NEVADA COORDINATE SYSTEM, WEST ZONE. VALUES BASED ON THE NAD 83/04 HARN. COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000197306.



**EXHIBIT FOR LEGAL DESCRIPTION**  
**PARCEL 6**  
BEING A PORTION OF PARCEL 10-2-1-1 OF R/S 914  
SITUATE WITHIN THE NW 1/4 OF SECTION 10 T29N R21E, M.D.M.  
WASHOE COUNTY NEVADA

	CIVIL ENGINEERING CONSULTANTS	SHEET 1
	DATE = MAY, 2008	OF 1

JOB = 12781010  
DATE = MAY, 2008  
Filename: Survey\jstamm\010\1010\1010-1.dwg

**LEGAL DESCRIPTION**

For Parcel 7

All that certain real property located within a portion of the NW1/4 of Section 10, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-20, further described as a portion of parcel 10-2-1-1 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said section 10;

**THENCE** S.43°50'55"E., 933.73 feet, to the **TRUE POINT OF BEGINNING**;

**THENCE** S.01°15'22"W., 658.92 feet;

**THENCE** N.88°45'11"W., 330.61 feet;

**THENCE** N.01°15'04"E., 658.97 feet;

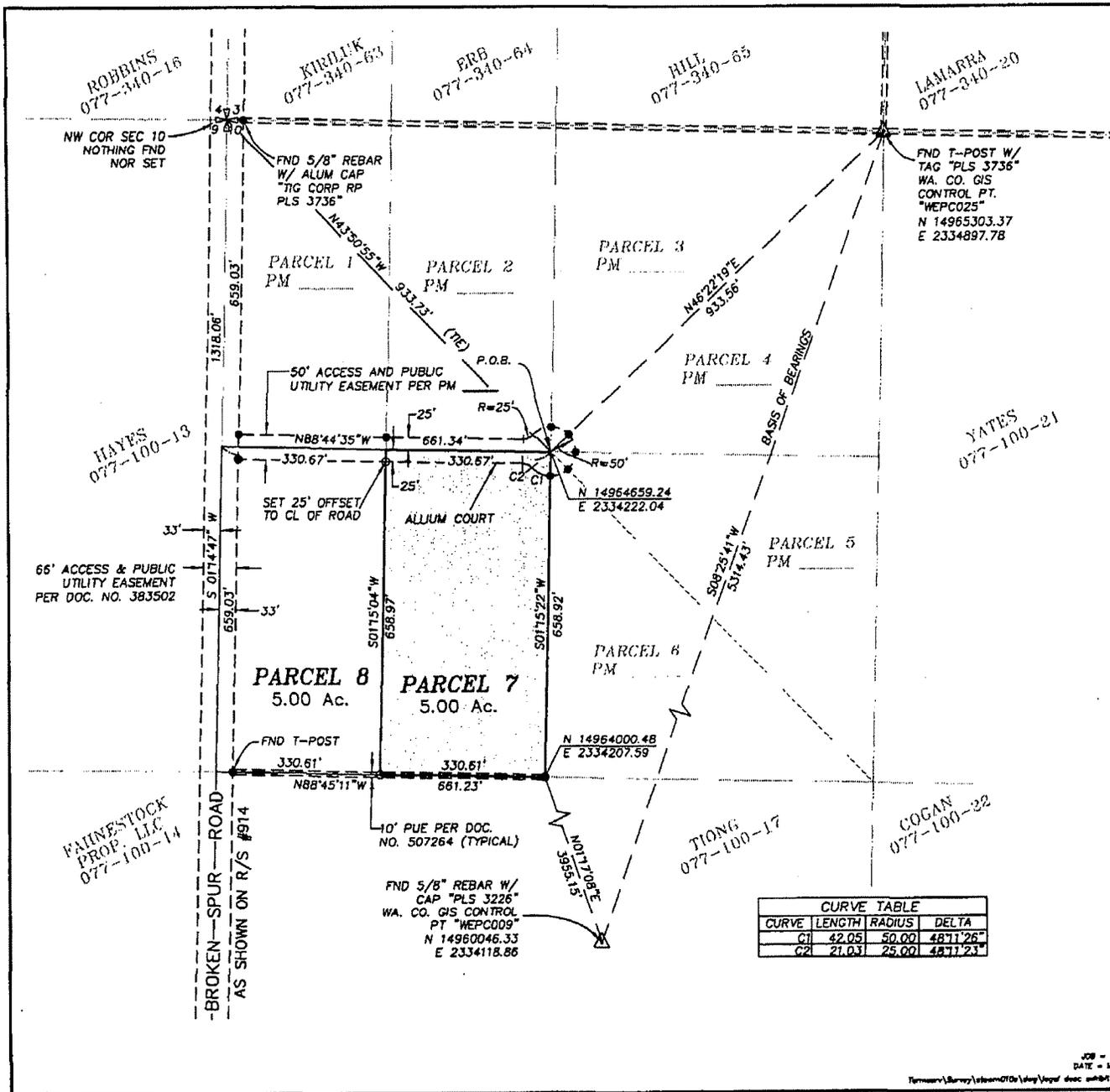
**THENCE** S.88°44'35"E., 330.67 feet, to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 5.00 acres, more or less.

The basis of bearings for this legal description is S.08°25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

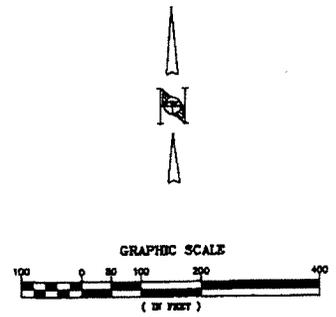
This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521



- LEGEND:**
- SET 5/8" REBAR & CAP PLS 7980
  - ⊕ FOUND MONUMENT REBAR AND CAP PLS #7980 CP AS NOTED
  - NOTHING SET DIMENSION POINT
  - ⊕ SECTION CORNER (PER RECORD-NOT FOUND)
  - PUE PUBLIC UTILITY EASEMENT
  - △ N.C. GPS POINT FOUND AS NOTED

**BASIS OF BEARING**  
 THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS S08°25'41"W BEING THE BEARING BETWEEN WASHOE COUNTY GPS POINTS "NEP0025" AND "NEP0026" WITH NEVADA COORDINATE SYSTEM, NAD 83. VALUES BASED ON THE NAD 83/2011 HARNAL COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000187938.



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	42.05	50.00	48°11'26"
C2	21.03	25.00	48°11'23"

**EXHIBIT FOR LEGAL DESCRIPTION**

**PARCEL 7**

BEING A PORTION OF PARCEL 10-2-1-1 OF R/S 814  
 SITUATE WITHIN THE NW 1/4 OF SECTION 10 T28N R21E N23E

WASHOE COUNTY NEVADA

	CIVIL ENGINEERING CONSULTANTS	SHEET 1
	DATE: MAY, 2008	OF 1

JOB - STERLING/D  
 DATE - MAY, 2008  
 (T:\Survey\stern\0708\log\log.dwg doc: 0708 7-8.dwg)

**LEGAL DESCRIPTION**

For Parcel 8

All that certain real property located within a portion of the NW1/4 of Section 10, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-20, further described as a portion of parcel 10-2-1-1 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said section 10;

**THENCE** along the centerline of Broken Spur Road, S.01°14'47"W., 659.03 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** leaving the centerline of Broken Spur Road, S.88°44'35"E., 330.67 feet;

**THENCE** S.01°15'04"W., 658.97 feet;

**THENCE** N.88°45'11"W., 330.61 feet, to a point on the centerline of Broken Spur Road;

**THENCE** along the centerline of Broken Spur Road, N.01°14'47"E., 659.03 feet to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 5.00 acres, more or less.

The basis of bearings for this legal description is S.08°25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521

ROBBINS  
077-340-16

KIRILUK  
077-340-63

ERB  
077-340-64

HILL  
077-340-65

LAMARRA  
077-340-20

NW COR SEC 10  
NOTHING FND  
NOR SET

FND 5/8" REBAR  
W/ ALUM CAP  
"TIG CORP RP  
PLS 3736"

FND T-POST W/  
TAG "PLS 3736"  
WA. CO. GIS  
CONTROL PT.  
"WEPC025"  
N 14965303.37  
E 2334897.78

PARCEL 1  
PM

PARCEL 2  
PM

PARCEL 3  
PM

PARCEL 4  
PM

PARCEL 5  
PM

PARCEL 6  
PM

PARCEL 8  
5.00 Ac.

PARCEL 7  
5.00 Ac.

HAYES  
077-100-13

66' ACCESS & PUBLIC  
UTILITY EASEMENT  
PER DOC. NO. 383502

FAHNSTOCK  
PROP. LLC  
077-100-14

IKEN-SPUR ROAD  
SHOWN ON R/S #914

50' ACCESS AND PUBLIC  
UTILITY EASEMENT PER PM

SET 25' OFFSET  
TO CL OF ROAD.

ALLIUM COURT

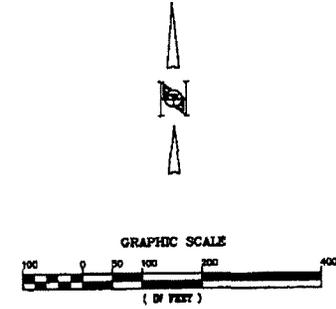
10' PUE PER DOC.  
NO. 507264 (TYPICAL)

FND 5/8" REBAR W/  
CAP "PLS 3226"  
WA. CO. GIS CONTROL  
PT "WEPC009"  
N 14960046.33  
E 2334118.86

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	42.05	50.00	48°11'26"
C2	21.03	25.00	48°11'23"

- LEGEND:**
- SET 5/8" REBAR & CAP PLS 1908
  - ⊙ FOUND MONUMENT REBAR AND CAP  
PLS #1908 OR AS NOTED
  - NOTHING SET DIMENSION POINT
  - ⊕ SECTION CORNER (PER RECORD-NOT FOUND)
  - PUE PUBLIC UTILITY EASEMENT
  - △ W.C. GPS POINT FOUND AS NOTED

**BASIS OF BEARING**  
THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS 80°25'41"W BEING THE BEARING BETWEEN BALDWIN COUNTY GPS POINTS "NEP2003" AND "NEP2004" WITH NEVADA COORDINATE SYSTEM, NAD 83, CONIC VALUES BASED ON THE NAD 83/84 HARN. COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.00018733.



**EXHIBIT FOR LEGAL DESCRIPTION**

**PARCEL 8**  
BEING A PORTION OF PARCEL 10-3-1-1 OF R/S #14  
SITUATE WITHIN THE SW 1/4 OF SECTION 10 T22N, R21E, N.D.M.  
BLAINE COUNTY NEVADA

	<b>CIVIL ENGINEERING CONSULTANTS</b>	SHEET 7
	<small>1000 CRENSHAW BLVD SUITE 200 LAS VEGAS, NEVADA 89123 TEL: 702-735-1100 FAX: 702-735-1101</small>	OF 7

JOB - STEWART  
DATE - MAY, 2008  
T:\survey\stewart\08\log\log.dwg

## LEGAL DESCRIPTION

For Parcel 9

All that certain real property located within a portion of the SE 1/4 of Section 9, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-15, further described as a portion of parcel 9-2-1-12 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**BEGINNING** at the East ¼ corner of said section 9;

**THENCE** along the centerline of Broken Spur Road, S.01°14'47"W., 659.03 feet;

**THENCE** leaving the centerline of Broken Spur Road, N.89°24'01"W., 332.71 feet;

**THENCE** N.01°12'15"E., 659.17 feet;

**THENCE** S.89°22'33"E., 333.19 feet to the **POINT OF BEGINNING**.

**CONTAINING** 5.04 acres, more or less.

The basis of bearings for this legal description is S.08°25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521

FAHNESTOCK  
PROP. LLC  
077-100-11

FAHNESTOCK  
PROP. LLC  
077-100-14

LW LAND  
COMP. LLC  
077-100-10

LW LAND  
COMP. LLC  
077-100-09

DEFRINGHAUS  
077-100-16

TJONG  
077-100-19

LEWIS  
077-100-18

FEMA FLOOD ZONE X  
FEMA FLOOD ZONE A

SUN  
077-100-17

FND T-POST W/  
TAG "PLS 3736"  
WA. CO. GIS  
CONTROL PT.  
"WEPC025"  
N 14965303.37  
E 2334489.78

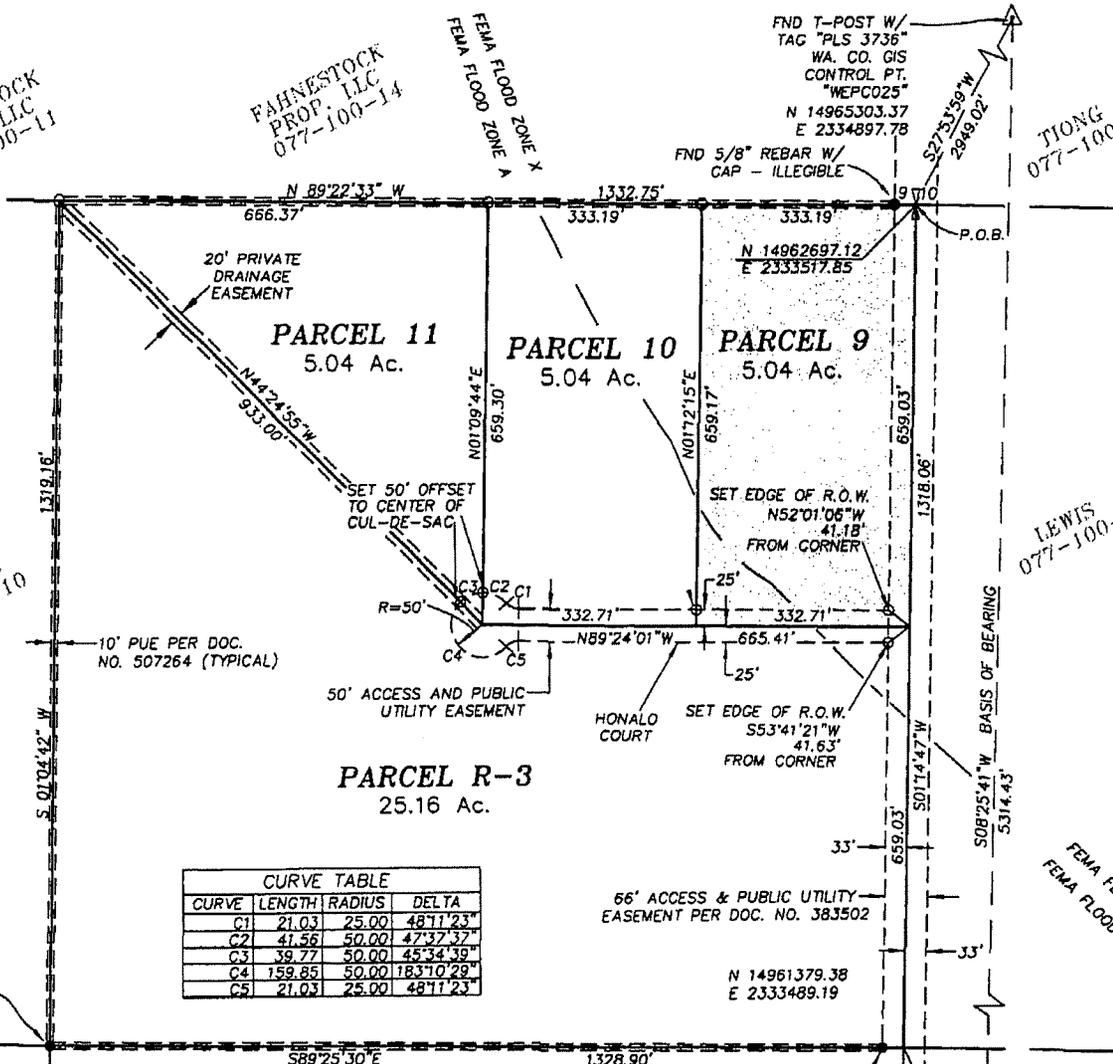
FND 5/8" REBAR W/  
CAP - ILLEGIBLE

N 14962697.12  
E 2333517.85

N 14961379.38  
E 2333489.19

FND 5/8" REBAR W/  
CAP "PLS 3226"  
WA. CO. GIS CONTROL  
PT "WEPC009"  
N 14960046.33  
E 2334118.88

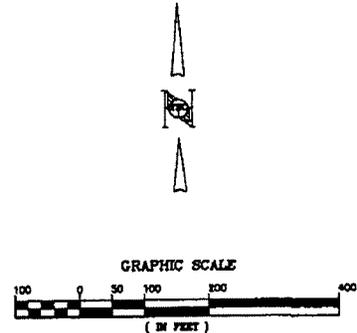
(AS SHOWN ON R/S #914)  
BROKEN-SPUR ROAD



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	21.03	25.00	48°11'23"
C2	41.56	50.00	47°32'37"
C3	39.77	50.00	45°34'39"
C4	159.85	50.00	183°10'28"
C5	21.03	25.00	48°11'23"

- LEGEND:**
- SET 5/8" REBAR & CAP PLS 7999
  - FOUND MONUMENT AS NOTED
  - NOTHING SET DIMENSION POINT
  - ⊕ 1/4 CORNER (PER RECORD-NOT FOUND)
  - PUE PUBLIC UTILITY EASEMENT
  - △ W.C. GPS POINT FOUND AS NOTED

**BASIS OF BEARING**  
THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS S01°25'41" W BEING THE BEARING BETWEEN WASHOE COUNTY GPS POINTS "WEPC025" AND "WEPC009" WITH NEVADA COORDINATE SYSTEM, WEST ZONE. VALUES BASED ON THE NAD 83/04 NAD83 COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON A COMBINED GROUND TO GROUND FACTOR OF 1.000197938.



**EXHIBIT FOR LEGAL DESCRIPTION**  
FOR  
**PARCEL 9**  
BEING A DIVISION OF PARCEL 9-2-1-12 OF R/S 914  
SITUATE WITHIN THE SE 1/4 OF SECTION 9 T22N, R21E, M.D.M.  
WASHOE COUNTY

	<b>CIVIL ENGINEERING CONSULTANTS</b> 200 Corporate Ranch Pkwy, Suite 200, Reno, NV 89511 (775)333-7800 Fax (775)333-7809	SHEET 1
		OF 1

JOB - STEW010  
DATE - MAY, 2006

\\server1\Survey\stew\m\0706\log\legal desc parcel 9.dwg

**LEGAL DESCRIPTION**

For Parcel 10

All that certain real property located within a portion of the SE 1/4 of Section 9, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-15, further described as a portion of parcel 9-2-1-12 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**COMMENCING** at the East ¼ corner of said section 9;

**THENCE** N.89°22'33"W., 333.19 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** S.01°12'15"W., 659.17 feet;

**THENCE** N.89°24'01"W., 332.71 feet;

**THENCE** N.01°09'44"E., 659.30 feet;

**THENCE** S.89°22'33"E., 333.19 feet, to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 5.04 acres, more or less.

The basis of bearings for this legal description is S.08°25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521

FAHNESTOCK  
PROP. LLC  
077-100-11

FAHNESTOCK  
PROP. LLC  
077-100-14

LW LAND  
COMP. LLC  
077-100-10

LW LAND  
COMP. LLC  
077-100-09

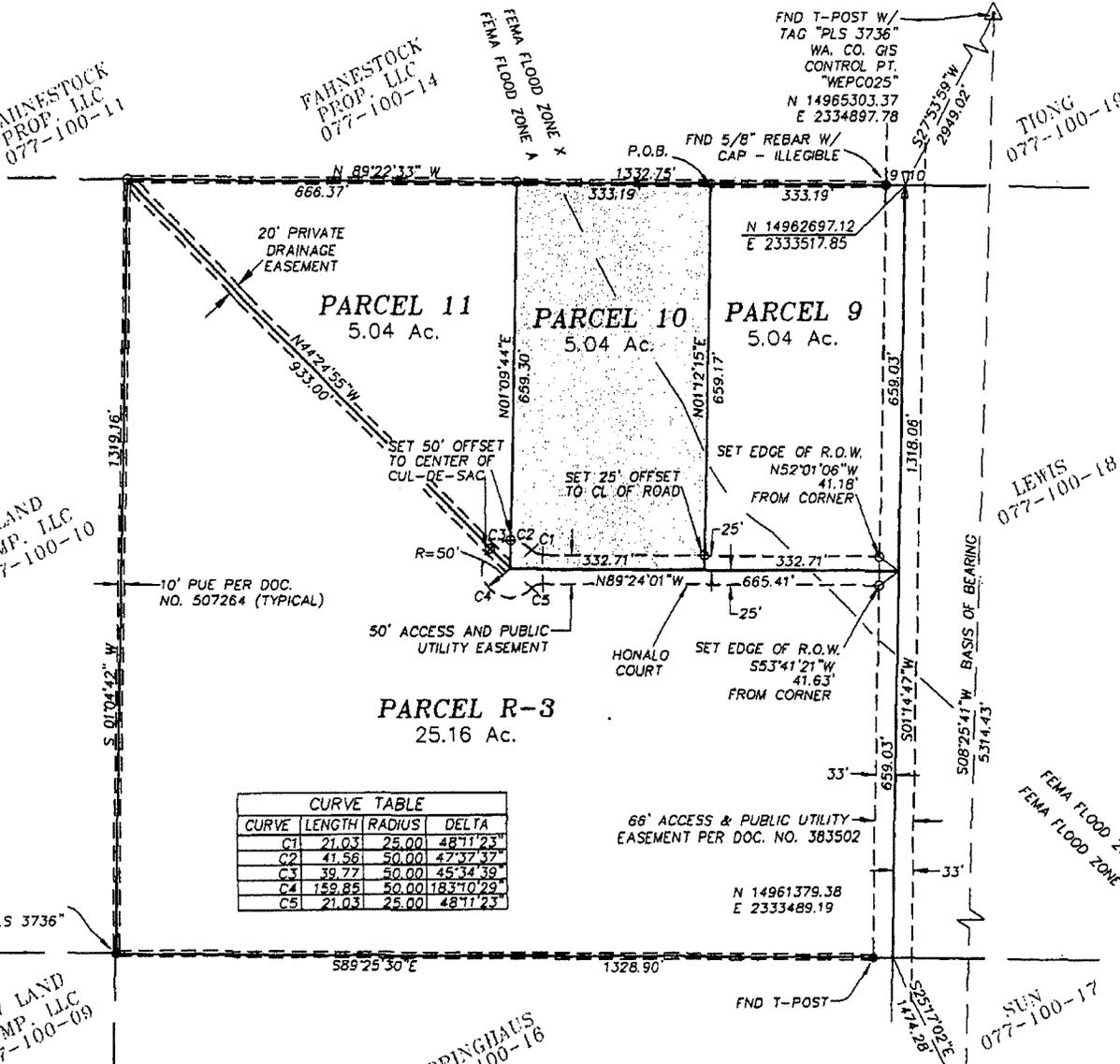
DEPPINGHAUS  
077-100-16

TIONG  
077-100-19

LEWIS  
077-100-18

FEMA FLOOD ZONE X  
FEMA FLOOD ZONE A

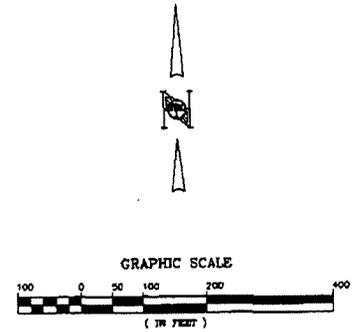
SUN  
077-100-17



**LEGEND:**  
 ○ SET 5/8" REBAR & CAP PLS 7908  
 ● FOUND MONUMENT AS NOTED  
 + NOTHING SET DIMENSION POINT  
 ⊕ 1/4 CORNER (PER RECORD-NOT FOUND)  
 PUE PUBLIC UTILITY EASEMENT  
 △ W.C. GPS POINT FOUND AS NOTED

**BASIS OF BEARING**  
 THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS S08°25'41"W BEING THE BEARING BETWEEN WASHOE COUNTY GPS POINTS "WEP0025" AND "WEP0009" WITH NEVADA COORDINATE SYSTEM, WEST ZONE. VALUES BASED ON THE NAD 83/84 NADN. COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000197938.

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	21.03	25.00	48°11'23"
C2	41.56	50.00	47°37'37"
C3	39.77	50.00	45°34'39"
C4	159.85	50.00	183°10'29"
C5	21.03	25.00	48°11'23"



**EXHIBIT FOR LEGAL DESCRIPTION**  
 FOR  
**PARCEL 10**  
 BEING A DIVISION OF PARCEL 9-2-1-12 OF R/S 814  
 SITUATE WITHIN THE SE 1/4 OF SECTION 9 T22N, R91E, M.O.M.  
 WASHOE COUNTY, NEVADA

	<b>CIVIL ENGINEERING CONSULTANTS</b> 700 Granite House Plaza, Reno, NV 89501 (775)322-7800 Fax (775)322-7829	SHEET	1
		OF	1

JOB = STEW010  
 DATE = MAY, 2008  
 Terms: Survey\stew010\log\PARCEL MAP.dwg

**LEGAL DESCRIPTION**

For Parcel 11

All that certain real property located within a portion of the SE 1/4 of Section 9, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-15, further described as a portion of parcel 9-2-1-12 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**COMMENCING** at the East ¼ corner of said section 9;

**THENCE** N.89°22'33"W., 666.38 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** S.01°09'44"W., 659.30 feet;

**THENCE** N.44°24'55"W., 933.00 feet;

**THENCE** S.89°22'33"E., 666.37 feet, to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 5.04 acres, more or less.

The basis of bearings for this legal description is S.08°25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521



**LEGAL DESCRIPTION**

For Parcel 12

All that certain real property located within a portion of the SE 1/4 of Section 9, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-15, further described as a portion of parcel 9-2-1-12 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**COMMENCING** at the East ¼ corner of said section 9;

**THENCE** S.46°11'46"W., 941.80 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** N.89°24'01"W., 665.41 feet;

**THENCE** N.01°04'42"E., 659.58 feet;

**THENCE** S.44°24'55"E., 933.00 feet, to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 5.04 acres, more or less.

The basis of bearings for this legal description is S.08°25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521

FAHNESTOCK  
PROP. LLC  
077-100-11

FAHNESTOCK  
PROP. LLC  
077-100-14

THONG  
077-100-19

FND T-POST W/  
TAG "PLS 3736"  
WA. CO. GIS  
CONTROL PT.  
"WEPC025"  
N 14965303.37  
E 2334897.78

N 14962711.64  
E 2332185.78

20' PRIVATE  
DRAINAGE EASEMENT

PARCEL 11  
PM

N46°18'19"E  
3751.69'

FEMA FLOOD ZONE X  
FEMA FLOOD ZONE A

941.80' (TIE)

PARCEL 9  
PM

PARCEL 10  
PM

PARCEL 12  
5.04 Ac.

10' PUE PER DOC.  
NO. 507264 (TYPICAL)

P.O.B.  
R=25'  
R=50'

HONALO  
COURT

50' ACCESS AND PUBLIC  
UTILITY EASEMENT PER PM

I.W. LAND COMP. LLC  
077-100-10

PARCEL 13  
5.04 Ac.

PARCEL 14  
5.03 Ac.

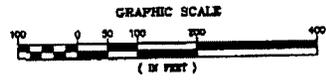
PARCEL R-4  
10.06 Ac.

66' ACCESS & PUBLIC UTILITY  
EASEMENT PER DOC. NO. 383502

LEWIS  
077-100-18

- LEGEND:**
- SET 5/8" REBAR & CAP PLS 7990
  - FOUND MONUMENT REBAR AND CAP PLS #7990 OR AS NOTED
  - NOTHING SET DIMENSION POINT
  - ⊕ 1/4 CORNER (PER RECORD-NOT FOUND)
  - PUE PUBLIC UTILITY EASEMENT
  - △ W.C. OPS POINT FOUND AS NOTED

**BASIS OF BEARING**  
THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS 508°25'41"W BEING THE BEARING BETWEEN INSURANCE COUNTY OPS POINTS "WEPC025" AND "WEPC009" WITH NEVADA COORDINATE SYSTEM, WEST ZONE. VALUES BASED ON THE 1983 US/NA HARN. COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000197938.



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	39.26	50.00	44°59'06"
C2	38.84	50.00	44°30'38"
C3	39.21	50.00	44°55'36"
C4	42.54	50.00	48°45'08"
C5	21.03	25.00	48°11'23"

I.W. LAND COMP. LLC  
077-100-09

DERPINGHAUS  
077-100-16

FND T-POST

(AS SHOWN ON R/S #914)  
BROKEN SPUR ROAD

SUN  
077-100-17

FND 5/8" REBAR W/  
CAP "PLS 3226"  
WA. CO. GIS CONTROL  
PT "WEPC009"  
N 14960046.33  
E 2334118.86

**EXHIBIT FOR LEGAL DESCRIPTION**

**PARCEL 13**  
BEING A DIVISION OF PARCEL 9-2-1-12 OF R/S 914  
SITUATE WITHIN THE SE 1/4 OF SECTION 9 T22N, R21E, M.D.M.  
INSURANCE COUNTY, NEVADA

**TEC**  
**CIVIL ENGINEERING CONSULTANTS**

SHEET	1
OF	1

JOB - STEPHOLD  
DATE - MAY, 2008  
T:\Survey\2008\08\Do Liberty\Book\01\_12-14.dwg

**LEGAL DESCRIPTION**

For Parcel 13

All that certain real property located within a portion of the SE 1/4 of Section 9, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-15, further described as a portion of parcel 9-2-1-12 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**COMMENCING** at the East ¼ corner of said section 9;

**THENCE** S.46°11'46"W., 941.80 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** S.46°05'21"W., 940.83 feet;

**THENCE** N.01°04'42"E., 659.58 feet;

**THENCE** S.89°24'01"E., 665.41 feet, to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 5.04 acres, more or less.

The basis of bearings for this legal description is S.08°25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521



**LEGAL DESCRIPTION**

For Parcel 14

All that certain real property located within a portion of the SE 1/4 of Section 9, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-15, further described as a portion of parcel 9-2-1-12 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**COMMENCING** at the East ¼ corner of said section 9;

**THENCE** S.46°11'46"W., 941.80 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** S.01°09'44"W., 659.30 feet;

**THENCE** N.89°25'30"W., 664.45 feet;

**THENCE** N.46°05'21"E., 940.83 feet, to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 5.04 acres, more or less.

The basis of bearings for this legal description is S.08°25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521



**LEGAL DESCRIPTION**

For Parcel 15

All that certain real property located within a portion of the SE 1/4 of Section 9, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-15, further described as a portion of parcel 9-2-1-12 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**COMMENCING** at the East 1/4 corner of said section 9;

**THENCE** S.46°11'46"W., 941.80 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** S.89°24'01"E., 332.71 feet;

**THENCE** S.01°12'15"W., 659.17 feet;

**THENCE** N.89°25'30"W., 332.22 feet;

**THENCE** N.01°09'44"E., 659.30 feet, to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 5.03 acres, more or less.

The basis of bearings for this legal description is S.08°25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521



## **LEGAL DESCRIPTION**

For Parcel 16

All that certain real property located within a portion of the SE 1/4 of Section 9, Township 22 North, Range 21 East, M.D.M., also being a portion of APN 077-100-15, further described as a portion of parcel 9-2-1-12 as shown on Record of Survey Map #914 filed for McCulloch Properties, Inc. on the 29<sup>th</sup> of October 1975, File No. 383409, Official Records of Washoe County, being more particularly described as follows:

**COMMENCING** at the East ¼ corner of said section 9;

**THENCE** S.01°14'47"W., 659.03 feet along the centerline of Broken Spur Road, to the **TRUE POINT OF BEGINNING**;

**THENCE** S.01°14'47"W., 659.03 feet;

**THENCE** leaving the centerline of Broken Spur Road, N.89°25'30"W., 332.22 feet;

**THENCE** N.01°12'15"E., 659.17 feet;

**THENCE** S.89°24'01"E., 332.71 feet to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 5.03 acres, more or less.

The basis of bearings for this legal description is S.08°25'41"W., being the bearing between Washoe County GPS points "WEPC025" and "WEPC009".

This Legal Description Written by:

Randal L. Briggs, PLS  
TEC Civil Engineering Consultants  
500 Damonte Ranch Parkway Suite #1056  
Reno, Nevada 89521

FAINESTOCK  
PROP. LLC  
077-100-11

FAINESTOCK  
PROP. LLC  
077-100-14

TIONG  
077-100-19

LW LAND COMP. LLC  
077-100-10

LW LAND COMP. LLC  
077-100-09

PARCEL 11  
PM

PARCEL 10  
PM

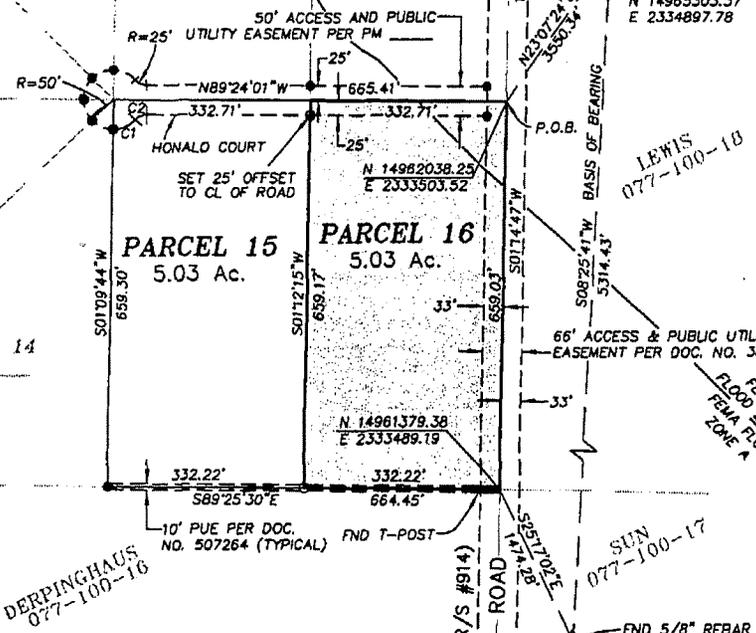
PARCEL 9  
PM

PARCEL 12  
PM

PARCEL 13  
PM

PARCEL 14  
PM

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	42.54	50.00	48°45'08"
C2	21.03	25.00	48°11'23"

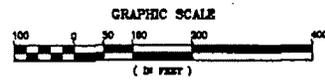


**LEGEND:**

- SET 5/8" REBAR & CAP PLS 7996
- FOUND MONUMENT REBAR AND CAP PLS #7996 OR AS NOTED
- NOTHING SET DIMENSION POINT
- ⊙ 1/4 CORNER (FOR RECORD-NOT FOUND)
- PUE PUBLIC UTILITY EASEMENT
- △ I.C. C/S POINT FOUND AS NOTED

**BASIS OF BEARING**

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS S08°25'41" W BEING THE BEARING BETWEEN WASHOE COUNTY GPS POINTS "WPC025" AND "WPC026" WITH NEVADA COORDINATE SYSTEM, BEST ZONE. VALUES BASED ON THE NAD 83/04 MARK. COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON A COMBINED GRS TO GROUND FACTOR OF 1.000297938.



**EXHIBIT FOR LEGAL DESCRIPTION**

**PARCEL 16**  
BEING A DIVISION OF PARCEL 9-2-1-12 OF R/S 814  
SITUATE WITHIN THE SE 1/4 OF SECTION 9 T22N, R21E, N40W,  
WASHOE COUNTY NEVADA

	<b>CIVIL ENGINEERING CONSULTANTS</b>	SHEET 1
	<small>200 S. Virginia Street, Suite 2000, Reno, NV 89501 (775) 782-7800 Fax: (775) 782-7128</small>	OF 1

JOB = STEWARD10  
DATE = MAY, 2006

T:\survey\steward10\dwg\legal desc exhibit 15-16.dwg

**EXHIBIT B**

**MAPS**

**TITLE COMPANY CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED, THAT ANY LIEN OR MORTGAGE HOLDERS ARE LISTED AND THAT THE OWNERS OF THE SAID MAP ARE THE LAST RECORD TITLE HOLDER OF THE LANDS SHOWN HEREON.

STEWART TITLE OF NORTHERN NEVADA

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT NAME/TITLE

**TAX CERTIFICATE** APN: 077-100-20

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THIS LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO NRS 361A.265.

WASHOE COUNTY TREASURER

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY TREASURER

**WATER RIGHT DEDICATION CERTIFICATE**

THE WATER AND SEWER RESOURCE REQUIREMENTS SET FORTH IN ARTICLE 422 OF THE WASHOE COUNTY DEVELOPMENT CODE, RELATED TO THE DEDICATION OF WATER RESOURCES, HAVE BEEN SATISFIED.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
WASHOE COUNTY UTILITY DIVISION

**SURVEYOR'S CERTIFICATE**

I, RANDAL L. BRIGGS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, DO HEREBY CERTIFY THAT:

- THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED UNDER MY SUPERVISION AT THE INSTANCE OF HONALO KAI, L.L.C.
- THE LANDS SURVEYED LIE WITHIN THE NW 1/4 OF SECTION 10 T. 22 N., R. 21 E., M.D.M., AND THE SURVEY WAS COMPLETED ON APRIL 12, 2006.
- THIS PLAT COMPLIES WITH THE APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
- THE MONUMENTS ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.

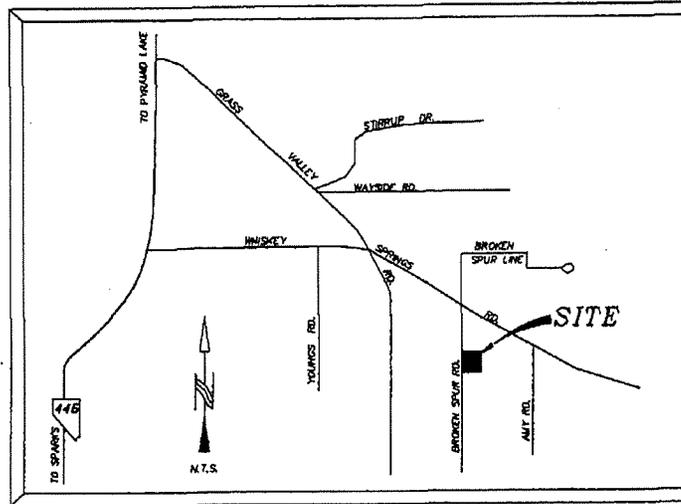


**UTILITY COMPANIES' CERTIFICATE**

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED, AND APPROVED, BY THE UNDERSIGNED PUBLIC UTILITY COMPANIES.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
SERRA PACIFIC POWER COMPANY

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
NEVADA BELL TELEPHONE CO. D/B/A AT&T NEVADA



**VICINITY MAP**

N.T.S.

**COMMUNITY DEVELOPMENT CERTIFICATE**

THIS FINAL MAP IS IN SUBSTANTIAL COMPLIANCE WITH THE TENTATIVE MAP, PM04-050, AND ALL CONDITIONS OF APPROVAL HAVE BEEN MET. THEREFORE, THIS PARCEL MAP IS APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
JORDAN P. FREUND, ACP, DIRECTOR OF COMMUNITY DEVELOPMENT

HIGH DENSITY RURAL (HDR) REGULATORY ZONE FOR REVIEW PURPOSES AS OF JANUARY 13, 2005 DOES NOT PRECLUDE FURTHER DIVISION OF LAND.	(NUMBER OF LOTS ON PARCEL MAP = 4 LOTS)
MINIMUM LOT AREA REQUIRED	2 ACRES
MINIMUM LOT WIDTH	150 FEET
MINIMUM FRONT YARD	30 FEET
MINIMUM SIDE YARD	15 FEET
MINIMUM REAR YARD	30 FEET
MAXIMUM BUILDING HEIGHT	35 FEET

VARIANCES TO THESE STANDARDS MAY BE PROCESSED AS PER WASHOE COUNTY CODE.

**OWNER'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE UNDERSIGNED, HONALO KAI, IS THE OWNER OF THAT TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278. THE PUBLIC UTILITY, ACCESS, AND DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY GRANTED.

HONALO KAI, L.L.C. A NEVADA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
JON KRYK STEWART, MANAGING MEMBER

STATE OF NEVADA S.S.  
COUNTY OF WASHOE

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006, JON KRYK STEWART, MANAGING MEMBER OF HONALO KAI, L.L.C., DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT, IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

**NOTES**

- THE TOTAL AREA OF THIS SURVEY IS 40.07 ACRES.
- A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL AND THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS. PUBLIC'S ARE 10' ALONG THE FRONT AND 5' ON ALL SIDE AND REAR PARCEL LINES.
- P.U.E. DENOTES PUBLIC UTILITY EASEMENT, AND CABLE T.V. EASEMENT IF AVAILABLE.
- WITH DEVELOPMENT, INCREASED DRAINAGE SHALL NOT CROSS PROPERTY LINES WITHOUT PROPER EASEMENTS.
- THIS PARCEL IS IN FLOOD ZONE "X" OUTSIDE THE 500 YEAR FLOOD PLAIN PER FIRM PANEL NO. 2700, MAP NO. 3203107700 E, DATED SEPTEMBER 30, 1994.
- ANY NATURAL DRAINAGE WILL NOT BE IMPEDED DURING THE DEVELOPMENT OR IMPROVEMENT OF THESE PARCELS.
- THESE PARCELS ARE CURRENTLY APPROVED FOR THE USE OF INDIVIDUAL SEWAGE DISPOSAL SYSTEMS. CONSISTENT WITH THE DISTRICT HEALTH REGULATIONS, A PERMIT TO CONSTRUCT, ALTER, RECONSTRUCT, OR REPLACE AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM WILL NOT BE APPROVED IF PUBLIC SEWER SERVICE BECOMES AVAILABLE. THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR ALL RELATED CONSTRUCTION COSTS AND CONNECTION FEES AS SPECIFIED BY WASHOE COUNTY ORDINANCE.
- THE OWNER, BUYERS, ASSIGNS, OR ANY INTEREST HOLDER OF ANY LOTS OR PARCELS SHOWN HEREON, HEREBY AGREE THAT ALL EXISTING IRRIGATION FLOWS CROSSING THESE PARCELS SHALL BE PERPETUATED. ANY LEGAL RIGHTS TO WATER FROM THESE DITCHES SHALL BE HONORED AND THE RIGHT OF ACCESS FOR MAINTENANCE AND OPERATION WILL NOT BE DENIED TO VALID HOLDERS OF THOSE RIGHTS.
- THIS PARCEL MAP IS DIVIDING A PORTION OF ORIGINAL WASHOE COUNTY ASSESSOR'S PARCEL NUMBER 077-100-20, BEING LOT NUMBER 10.2.1.1 OF MAP OF DIVISION OF LARGE PARCELS NO.1, THAT WAS A PART OF THE WARM SPRINGS SPECIFIC PLAN (WSSP) ADOPTED BY THE WASHOE COUNTY COMMISSION ON SEPTEMBER 22, 1992. THE WSSP INCLUDED A PROVISION THAT STATES:  
"UNTIL SUCH TIME AS THE STATE ENGINEER ACCEPTS THE WATER STUDY, THE 3000 ACRE FOOT PERENNIAL YIELD NUMBER WILL BE USED TO REVIEW DEVELOPMENT APPLICATIONS. THIS NUMBER REPRESENTS APPROXIMATELY 75 PERCENT OF THE PLANNED PERENNIAL YIELD OF 4,000 ACRE-FEET. THEREFORE, ALL PLANNED DEVELOPMENT WILL BE SUBJECT TO A 25 PERCENT REDUCTION IN TOTAL POTENTIAL DURING THE INTERIM PERIOD." (APPENDIX A - WATER BUDGET)
- ANY ACCESS WAY SHALL BE UPGRADED TO A GRAVEL ROAD THAT WILL ALLOW EMERGENCY VEHICLE TRAVEL. ISSUANCE OF A BUILDING PERMIT AND TAKE DRAINAGE INTO CONSIDERATION. ALL ROADWAY IMPROVEMENTS SHALL COMPLY WITH THE WARM SPRINGS SPECIFIC PLAN AND DEVELOPMENT AGREEMENT FOR ROADWAY IMPROVEMENTS.
- PRIVATE DRAINAGE EASEMENTS FOR SURFACE DRAINAGE ARE HEREBY GRANTED 10' IN WIDTH CENTERED ON ALL INTERIOR PARCEL LINES.
- WHEN MUNICIPAL SEWER AND WATER BECOME AVAILABLE, THE LOT OWNER WILL BE REQUIRED TO CONNECT WITHIN 90 DAYS OF NOTIFICATION.
- ALL RESIDENTS SHALL BE PROVIDED WITH A 1/2" SPRINKLER SYSTEM COMPLYING WITH THE 2003 NFPA 13 OR THE EQUIVALENT IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE, AS DETERMINED BY THE FIRE PROTECTION DISTRICT.

FILE NO. \_\_\_\_\_ FOR \_\_\_\_\_  
FEE: \_\_\_\_\_  
FILED FOR RECORD AT THE REQUEST OF \_\_\_\_\_  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M., OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA

BY: \_\_\_\_\_ DEPUTY

**PARCEL MAP**  
**HONALO KAI, L.L.C.**  
BEING A DIVISION OF PARCEL 10-2-1-1 OF R/S 914  
SITUATE WITHIN THE NW 1/4 OF SECTION 10 T22N, R21E, W4M.

WASHOE COUNTY

**REC 1**

**CIVIL ENGINEERING CONSULTANTS**

1000 Chesapeake Street, #1028 Reno, NV 89501  
(775) 362-7800 FAX (775) 362-7829

NEVADA SHEET 1 OF 2

JOB = STEWART  
DATE = MAY, 2006  
Termenv\Survey\stewm010s\dwg\PARCEL MAP1.dwg

**REFERENCES**

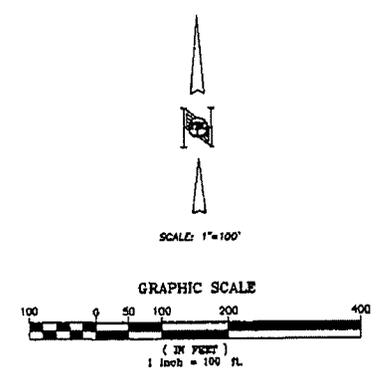
- 1) R.O.S. 914 DOC# 383409 FILED FOR RECORD, OCTOBER 29, 1975 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- 2) L.M. 1, DOC# 383418 FILED FOR RECORD OCTOBER 29, 1975 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- 3) DOC# 383502 FILED FOR RECORD OCTOBER 29, 1975 BOOK 827, PAGE 398 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- 4) DOC# 507984 FILED FOR RECORD JANUARY 5, 1978 BOOK 1179, PAGE 186 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- 5) PRELIMINARY TITLE REPORT BY STEWART TITLE CO. OF NV, NEVADA, ORDER NO. 042510597.

**LEGEND:**

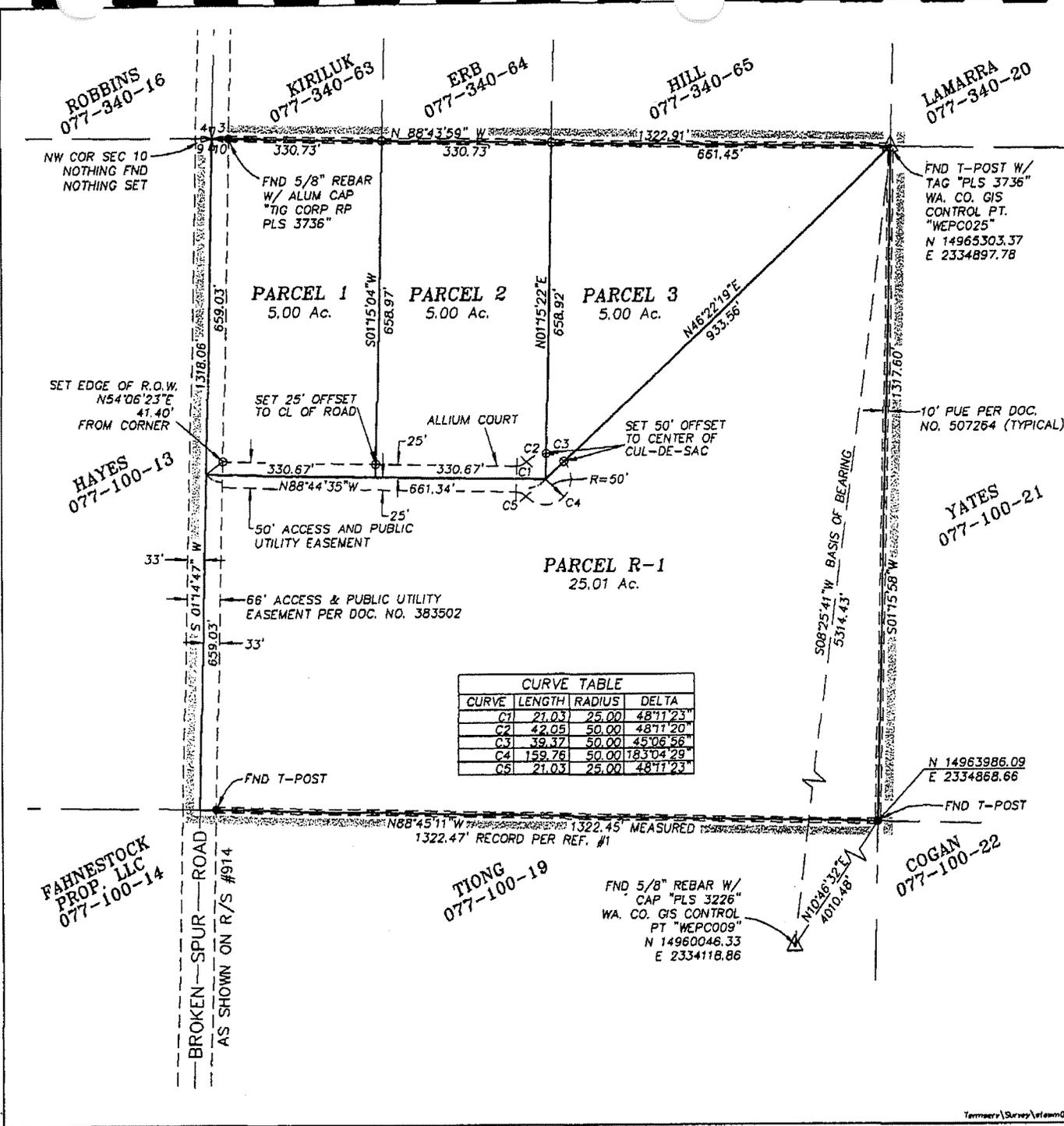
- SET 5/8" REBAR & CAP PLS 7998
- FOUND MONUMENT AS NOTED
- NOTHING SET DIMENSION POINT
- ⊕ SECTION CORNER (PER RECORD—NOT FOUND)
- PUE PUBLIC UTILITY EASEMENT
- △ W.C. GPS POINT FOUND AS NOTED

**BASIS OF BEARING**

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS S08°25'41"W BEING THE BEARING BETWEEN WASHOE COUNTY GPS POINTS "WPC005" AND "WPC003" WITH NEVADA COORDINATE SYSTEM, WEST ZONE. VALUES BASED ON THE NAD 83/94 HARN. COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000197939.



CURVE	LENGTH	RADIUS	DELTA
C1	21.03	25.00	48°11'23"
C2	42.05	50.00	48°11'20"
C3	39.37	50.00	45°06'56"
C4	159.76	50.00	183°04'29"
C5	21.03	25.00	48°11'23"



**PARCEL MAP**  
**HONALO KAI, LLC.**  
 BEING A DIVISION OF PARCEL 10-3-1-1 OF R/S 814  
 SITUATE WITHIN THE NW 1/4 OF SECTION 10 T20N. R21E. M20N.  
 WASHOE COUNTY NEVADA

	<b>CIVIL ENGINEERING CONSULTANTS</b>	SHEET	2
		OF	2

JOB = STEHM010  
 DATE = MAY, 2008  
 800 Doreville Ramp Drive, Reno, NV 89511  
 (775) 782-7800 Fax: (775) 782-7829

**TITLE COMPANY CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED, THAT ANY LIEN OR MORTGAGE HOLDERS ARE LISTED AND THAT THE OWNERS OFFERING SAID MAP ARE THE LAST RECORD TITLE HOLDER OF THE LANDS SHOWN HEREON.

STEWART TITLE OF NORTHERN NEVADA

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT NAME/TITLE

**TAX CERTIFICATE** APN: 077-100-20

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THIS LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO NRS 361A.265.

WASHOE COUNTY TREASURER

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY TREASURER

**WATER RIGHT DEDICATION CERTIFICATE**

THE WATER AND SEWER RESOURCE REQUIREMENTS SET FORTH IN ARTICLE 422 OF THE WASHOE COUNTY DEVELOPMENT CODE, RELATED TO THE DEDICATION OF WATER RESOURCES, HAVE BEEN SATISFIED.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
WASHOE COUNTY UTILITY DIVISION

**SURVEYOR'S CERTIFICATE:**

I, RANDAL L. BROOKS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, DO HEREBY CERTIFY THAT:

- 1) THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED UNDER MY SUPERVISION AT THE INSTANCE OF HONALO KAI, L.L.C.
- 2) THE LANDS SURVEYED LIE WITHIN THE NW 1/4 OF SECTION 10 T. 22 N., R. 21 E., M.D.M., AND THE SURVEY WAS COMPLETED ON APRIL 12, 2006.
- 3) THIS PLAT COMPLIES WITH THE APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.

4) THE MONUMENTS ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.



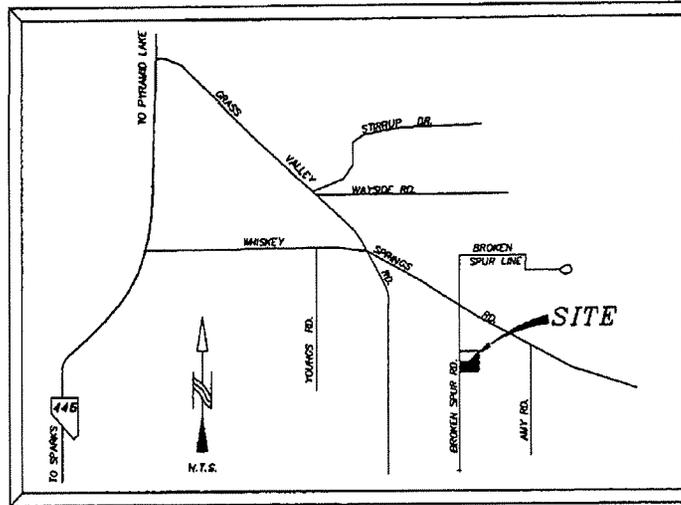
RANDAL L. BROOKS, P.L.S. 7910

**UTILITY COMPANIES' CERTIFICATE**

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED, AND APPROVED, BY THE UNDERSIGNED PUBLIC UTILITY COMPANIES.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
SIERRA PACIFIC POWER COMPANY

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
NEVADA BELL TELEPHONE CO. 0/8/A AT&T NEVADA



**VICINITY MAP**  
N.T.S.

**COMMUNITY DEVELOPMENT CERTIFICATE**

THIS FINAL MAP IS IN SUBSTANTIAL COMPLIANCE WITH THE TENTATIVE MAP, PM04-081, AND ALL CONDITIONS OF APPROVAL HAVE BEEN MET. THEREFORE, THIS PARCEL MAP IS APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006.

ADRIAN R. FREUND, AICP,  
DIRECTOR OF COMMUNITY DEVELOPMENT

DATE \_\_\_\_\_

HIGH DENSITY RURAL (HDR) REGULATORY ZONE FOR REVIEW PURPOSES AS OF JANUARY 13, 2005 DOES NOT PRECLUDE FURTHER DIVISION OF LAND.	(NUMBER OF LOTS ON PARCEL MAP = 4 LOTS)
MINIMUM LOT AREA REQUIRED	2 ACRES
MINIMUM LOT WIDTH	150 FEET
MINIMUM FRONT YARD	30 FEET
MINIMUM SIDE YARD	15 FEET
MINIMUM REAR YARD	30 FEET
MAXIMUM BUILDING HEIGHT	35 FEET

VARIANCES TO THESE STANDARDS MAY BE PROCESSED AS PER WASHOE COUNTY CODE.

**OWNER'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE UNDERSIGNED, HONALO KAI, IS THE OWNER OF THAT TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278, THE PUBLIC UTILITY, ACCESS, AND DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY GRANTED.

HONALO KAI, L.L.C. A NEVADA LIMITED LIABILITY COMPANY

JOY KIRK STEWART, MANAGING MEMBER \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF NEVADA S.S.  
COUNTY OF WASHOE

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006, JOY KIRK STEWART, MANAGING MEMBER OF HONALO KAI, L.L.C. DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT, IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**NOTES**

1. THE TOTAL AREA OF THIS SURVEY IS 25.01 ACRES.
2. A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL AND THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS. P.U.E.'S ARE 10' ALONG THE FRONT AND 5' ON ALL SIDE AND REAR PARCELS.
3. P.U.E. DENOTES PUBLIC UTILITY EASEMENT, AND CABLE T.V. EASEMENT IF AVAILABLE.
4. WITH DEVELOPMENT, INCREASED DRAINAGE SHALL NOT CROSS PROPERTY LINES WITHOUT PROPER EASEMENTS.
5. THIS PARCEL IS IN FLOOD ZONE "X" OUTSIDE THE 500 YEAR FLOOD PLAIN PER FIRM PANEL NO. 2704, MAP NO. 32031C2700 E, DATED SEPTEMBER 30, 1994.
6. ANY NATURAL DRAINAGE SHALL NOT BE IMPEDED DURING THE DEVELOPMENT OR IMPROVEMENT OF THESE PARCELS.
7. THESE PARCELS ARE CURRENTLY APPROVED FOR THE USE OF INDIVIDUAL SEWAGE DISPOSAL SYSTEMS, CONSISTENT WITH THE DISTRICT HEALTH REGULATIONS, A PERMIT TO CONSTRUCT, ALTER, RECONDITION, OR REPLACE AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM WILL NOT BE APPROVED IF PUBLIC SEWER SERVICE RECORDS AVAILABLE. THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR ALL RELATED CONSTRUCTION COSTS AND CONNECTION FEES AS SPECIFIED BY WASHOE COUNTY ORDINANCE.
8. THE OWNER, BUYERS, ASSIGNS, OR ANY INTEREST HOLDER OF ANY LOTS OR PARCELS SHOWN HEREON, HEREBY AGREE THAT ALL EXISTING IRRIGATION FLOWS CROSSING THESE PARCELS SHALL BE PERPETUATED, ANY LEGAL RIGHTS TO WATER FROM THESE DITCHES SHALL BE HONORED AND THE RIGHT OF ACCESS FOR MAINTENANCE AND OPERATION WILL NOT BE DENIED TO VALID HOLDERS OF THOSE RIGHTS.
9. THIS PARCEL MAP IS BYVING A PORTION OF ORIGINAL WASHOE COUNTY ASSESSOR'S PARCEL MAP NUMBER 077-100-20, BEING LOT NUMBER 10.2.1.1 OF MAP OF DIVISION OF LARGE PARCELS NO.1, THAT WAS A PART OF THE WARM SPRINGS SPECIFIC PLAN (WSSP) ADOPTED BY THE WASHOE COUNTY COMMISSION ON SEPTEMBER 22, 1992. THE WSSP INCLUDED A PROVISION THAT STATES:  
"UNTIL SUCH TIME AS THE STATE ENGINEER ACCEPTS THE WATER STUDY, THE 3000 ACRE FOOT PERENNIAL YIELD NUMBER WILL BE USED TO REVIEW DEVELOPMENT APPLICATIONS. THIS NUMBER REPRESENTS APPROXIMATELY 75 PERCENT OF THE PLANNED PERENNIAL YIELD OF 4,000 ACRE-FEET. THEREFORE, ALL PLANNED DEVELOPMENT WILL BE SUBJECT TO A 25 PERCENT REDUCTION IN TOTAL POTENTIAL DURING THE INTERIM PERIOD. (APPENDIX A - WATER BUDGET)"
10. ANY ACCESS WAY SHALL BE UPGRADED TO A GRAVEL ROAD THAT WILL ALLOW EMERGENCY VEHICLE TRAVEL, ISSUANCE OF A BUILDING PERMIT AND TAKE DRAINAGE INTO CONSIDERATION. ALL ROADWAY IMPROVEMENTS SHALL COMPLY WITH THE WARM SPRINGS SPECIFIC PLAN AND DEVELOPMENT AGREEMENT FOR ROADWAY IMPROVEMENTS.
11. PRIVATE DRAINAGE EASEMENTS FOR SURFACE DRAINAGE ARE HEREBY GRANTED 10' IN WIDTH CENTERED ON ALL INTERIOR PARCEL LINES.
12. WHEN MUNICIPAL SEWER AND WATER BECOME AVAILABLE, THE LOT OWNER WILL BE REQUIRED TO CONNECT WITHIN 60 DAYS OF NOTIFICATION.
13. ALL RESIDENTS SHALL BE PROVIDED WITH A 1/2" SPRINKLER SYSTEM COMPLYING WITH THE 2002 NFPA 13 OR THE EQUIVALENT IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE AS DETERMINED BY THE FIRE PROTECTION DISTRICT.

FILE NO. _____	<b>2ND PARCEL MAP</b>
FEE: _____	
FILED FOR RECORD AT THE REQUEST OF _____	<b>HONALO KAI, L.L.C.</b>
ON THIS _____ DAY OF _____	
2006, AT _____ MINUTES PAST _____	SITUATE WITHIN THE NW 1/4 OF SECTION 10 T22N, R21E, M.D.M., WASHOE COUNTY, NEVADA
O'CLOCK _____, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA	<b>TEC 1</b>
By: _____ COUNTY RECORDER	<b>CIVIL ENGINEERING CONSULTANTS</b>
DEPUTY	900 South Boulder Road, Reno, NV 89502 (775) 782-7900 Fax: (775) 782-7929



**TITLE COMPANY CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED, THAT ANY LIEN OR MORTGAGE HOLDERS ARE LISTED AND THAT THE OWNERS OFFERING SAID MAP ARE THE LAST RECORD TITLE HOLDER OF THE LANDS SHOWN HEREON.

STEWART TITLE OF NORTHERN NEVADA

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT NAME/TITLE

**TAX CERTIFICATE** APN: 077-100-20

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THIS LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO NRS 361A.265.

WASHOE COUNTY TREASURER

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY TREASURER

**WATER RIGHT DEDICATION CERTIFICATE**

THE WATER AND SEWER RESOURCE REQUIREMENTS SET FORTH IN ARTICLE 422 OF THE WASHOE COUNTY DEVELOPMENT CODE, RELATED TO THE DEDICATION OF WATER RESOURCES, HAVE BEEN SATISFIED.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
WASHOE COUNTY UTILITY DIVISION

**SURVEYOR'S CERTIFICATE**

I, RANDAL L. BRIGGS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, DO HEREBY CERTIFY THAT:

- 1) THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED UNDER MY SUPERVISION AT THE INSTANCE OF HONALO KAI, LLC.
- 2) THE LANDS SURVEYED LIE WITHIN THE NW 1/4 OF SECTION 10 T. 22 N., R. 21 E., M.D.M., AND THE SURVEY WAS COMPLETED ON APRIL 12, 2006.
- 3) THIS PLAT COMPLEIES WITH THE APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
- 4) THE MONUMENTS ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.



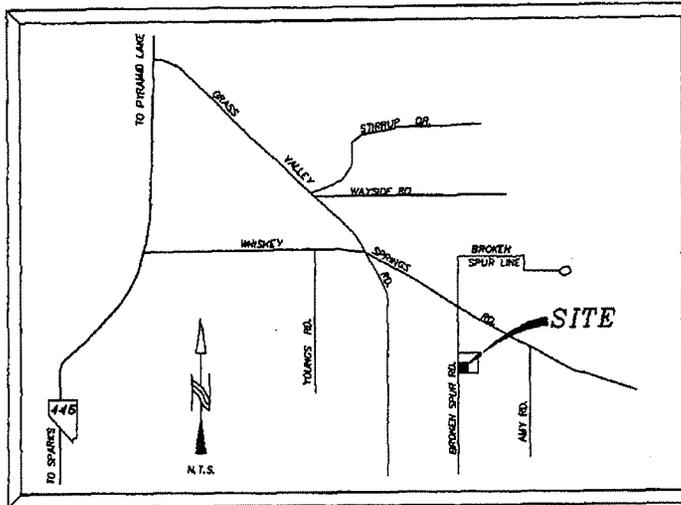
RANDAL L. BRIGGS, P.L.S. 7996

**UTILITY COMPANIES CERTIFICATE**

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED, AND APPROVED, BY THE UNDERSIGNED PUBLIC UTILITY COMPANIES.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
SIERRA PACIFIC POWER COMPANY

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
NEVADA BELL TELEPHONE CO. D/B/A AT&T NEVADA



**VICINITY MAP**  
N.P.S.

**COMMUNITY DEVELOPMENT CERTIFICATE**

THIS FINAL MAP IS IN SUBSTANTIAL COMPLIANCE WITH THE TENTATIVE MAP, PM04-055, AND ALL CONDITIONS OF APPROVAL HAVE BEEN MET. THEREFORE, THIS PARCEL MAP IS APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

ADRIAN K. FREUNG, AICP, \_\_\_\_\_ DATE \_\_\_\_\_  
DIRECTOR OF COMMUNITY DEVELOPMENT

HIGH DENSITY RURAL (HDR) REGULATORY ZONE FOR REVIEW PURPOSES AS OF JANUARY 13, 2005 DOES NOT PRECLUDE FURTHER DIVISION OF LAND.	(NUMBER OF LOTS ON PARCEL MAP = 2 LOTS)
MINIMUM LOT AREA REQUIRED	2 ACRES
MINIMUM LOT WIDTH	150 FEET
MINIMUM FRONT YARD	30 FEET
MINIMUM SIDE YARD	15 FEET
MINIMUM REAR YARD	30 FEET
MAXIMUM BUILDING HEIGHT	35 FEET
VARIANCES TO THESE STANDARDS MAY BE PROCESSED AS PER WASHOE COUNTY CODE.	

**OWNER'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE UNDERSIGNED, HONALO KAI, IS THE OWNER OF THAT TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278, THE PUBLIC UTILITY, ACCESS, AND DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY GRANTED.

HONALO KAI, LLC, A NEVADA LIMITED LIABILITY COMPANY

JOH KIRK STEWART, MANAGING MEMBER \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF NEVADA S.S.  
COUNTY OF WASHOE

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006, JOH KIRK STEWART, MANAGING MEMBER OF HONALO KAI, LLC, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT, IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**NOTES**

1. THE TOTAL AREA OF THIS SURVEY IS 10.00 ACRES.
2. A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL AND THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS. P.U.E.'S ARE 10' ALONG THE FRONT AND 5' ON ALL SIDE AND REAR PARCEL LINES.
3. P.U.E. DENOTES PUBLIC UTILITY EASEMENT, AND CABLE T.V. EASEMENT IF AVAILABLE.
4. WITH DEVELOPMENT, INCREASED DRAINAGE SHALL NOT CROSS PROPERTY LINES WITHOUT PROPER EASEMENTS.
5. THIS PARCEL IS IN FLOOD ZONE "X" OUTSIDE THE 500 YEAR FLOOD PLAIN PER FIRM PANEL No. 2700, MAP No. 57031C2700 E, DATED SEPTEMBER 30, 1984.
6. ANY NATURAL DRAINAGE WILL NOT BE IMPEDED DURING THE DEVELOPMENT OR IMPROVEMENT OF THESE PARCELS.
7. THESE PARCELS ARE CURRENTLY APPROVED FOR THE USE OF INDIVIDUAL SEWAGE DISPOSAL SYSTEMS. CONSISTENT WITH THE DISTRICT HEALTH REGULATIONS, A PERMIT TO CONSTRUCT, ALTER, RECONSTRUCT, OR REPLACE AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM WILL NOT BE APPROVED IF PUBLIC SEWER SERVICE BECOMES AVAILABLE. THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR ALL RELATED CONSTRUCTION COSTS AND CONNECTION FEES AS SPECIFIED BY WASHOE COUNTY ORDINANCE.
8. THE OWNER, BUYERS, ASSIGNS, OR ANY INTEREST HOLDER OF ANY LOTS OR PARCELS SHOWN HEREON, HEREBY AGREES THAT ALL EXISTING IRRIGATION FLOWS CROSSING THESE PARCELS SHALL BE PERPETUAL. ANY LEGAL RIGHTS TO WATER FROM THESE IRRIGATION SHALL BE KNOWNED AND THE RIGHT OF ACCESS FOR MAINTENANCE AND OPERATION WILL NOT BE DENIED TO VALID HOLDERS OF THOSE RIGHTS.
9. THIS PARCEL MAP IS DIVIDING A PORTION OF ORIGINAL WASHOE COUNTY ASSESSOR'S PARCEL NUMBER 077-100-20, BEING LOT NUMBER 102,141 OF MAP OF DIVISION OF LARGE PARCELS NO.1, THAT WAS A PART OF THE WARM SPRINGS SPECIFIC PLAN (WSSP) ADOPTED BY THE WASHOE COUNTY COMMISSION ON SEPTEMBER 22, 1992. THE WSSP INCLUDED A PROVISION THAT STATES:  
"UNTIL SUCH TIME AS THE STATE ENGINEER ACCEPTS THE WATER STUDY, THE 3000 GPM PER ACRE PERMANENT YIELD NUMBER WILL BE USED TO REVIEW DEVELOPMENT APPLICATIONS. THIS NUMBER REPRESENTS APPROXIMATELY 75 PERCENT OF THE PLANNED PERMANENT YIELD OF 4,000 GPM PER ACRE-FEET, THEREFORE, ALL PLANNED DEVELOPMENT WILL BE SUBJECT TO A 25 PERCENT REDUCTION IN TOTAL POTENTIAL DURING THE INTERIM PERIOD." (APPENDIX A - WATER BUDGET)
10. ANY ACCESS WAY SHALL BE UPGRADED TO A GRAVEL ROAD THAT WILL ALLOW EMERGENCY VEHICLE TRAVEL. ISSUANCE OF A BUILDING PERMIT AND TAKE DRAINAGE INTO CONSIDERATION. ALL ROADWAY IMPROVEMENTS SHALL COMPLY WITH THE WARM SPRINGS SPECIFIC PLAN AND DEVELOPMENT AGREEMENT FOR ROADWAY IMPROVEMENTS.
11. PRIVATE DRAINAGE EASEMENTS FOR SURFACE DRAINAGE ARE HEREBY GRANTED 10' IN WIDTH CENTERED ON ALL INTERIOR PARCEL LINES.
12. WHEN MUNICIPAL SEWER AND WATER BECOME AVAILABLE, THE LOT OWNER WILL BE REQUIRED TO CONNECT WITHIN 90 DAYS OF NOTIFICATION.
13. ALL RESIDENTS SHALL BE PROVIDED WITH A 1/2" SPRINKLER SYSTEM COMPLYING WITH THE 2002 NFPA 13 OR THE EQUIVALENT IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE AS DETERMINED BY THE FIRE PROTECTION DISTRICT.

FILE NO. _____	<b>3RD PARCEL MAP</b>
FEE: _____	
FILED FOR RECORD AT THE REQUEST OF _____	<b>HONALO KAI, LLC.</b> BEING A DIVISION OF PARCELS #3 OF #1 SITUATE WITHIN THE NW 1/4 OF SECTION 10 T22N, R21E, M.D.M.
ON THIS _____ DAY OF _____, 2006, AT _____ MINUTES PAST _____ O'CLOCK, _____ A.M., OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA	
By: _____ COUNTY RECORDER	WASHOE COUNTY <b>TEC 1</b> CIVIL ENGINEERING CONSULTANTS 800 S. CHURCH ST. SUITE 100 SPRINGFIELD, NV 89701 (775) 738-7800 FAX (775) 738-7825
By: _____ DEPUTY	NEVADA SHEET <b>1</b> OF <b>2</b>

ROBBINS  
077-340-18

KIRILUK  
077-340-83

ERB  
077-340-64

HILL  
077-340-85

LAMARRA  
077-340-20

NW COR SEC 10  
NOTHING FND  
NOTHING SET

FND 5/8" REBAR  
W/ ALUM CAP  
"TIG CORP RP  
PLS 3736"

FND T-POST W/  
TAG "PLS 3736"  
WA. CO. GIS  
CONTROL PT.  
"HEPC025"  
N 14965303.37  
E 2334897.78

PARCEL 1  
PM

PARCEL 2  
PM

PARCEL 3  
PM

PARCEL 4  
PM

PARCEL 5  
PM

PARCEL 6  
PM

PARCEL 8  
5.00 Ac.

PARCEL 7  
5.00 Ac.

HAYES  
077-100-18

YATES  
077-100-21

66' ACCESS & PUBLIC  
UTILITY EASEMENT  
PER DOC. NO. 383502

50' ACCESS AND PUBLIC  
UTILITY EASEMENT PER PM

SET 25' OFFSET  
TO CL OF ROAD

ALLIUM COURT

BROKEN-SPUR ROAD  
AS SHOWN ON R/S #914

10' PUE PER DOC.  
NO. 507264 (TYPICAL)

FND 5/8" REBAR W/  
CAP "PLS 3226"  
WA. CO. GIS CONTROL  
PT "HEPC009"  
N 14960046.33  
E 2334118.86

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	42.05	50.00	48°11'26"
C2	21.03	25.00	48°11'23"

**REFERENCES**

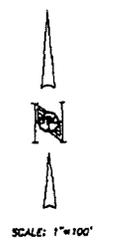
- 1) R.O.S. 914 DOC# 383408 FILED FOR RECORD, OCTOBER 29, 1975 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- 2) L.L. 1, DOC# 383418 FILED FOR RECORD OCTOBER 29, 1975 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- 3) DOC# 383502 FILED FOR RECORD OCTOBER 29, 1975 BOOK 927, PAGE 388 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- 4) DOC# 507264 FILED FOR RECORD JANUARY 3, 1978 BOOK 1179, PAGE 188 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- 5) PRELIMINARY TITLE REPORT BY STEWART TITLE CO. OF NO. NEVADA, ORDER NO. 042510397.

**LEGEND:**

- SET 5/8" REBAR & CAP PLS 7998
- FOUND MONUMENT REBAR AND CAP PLS #7998 OR AS NOTED
- NOTHING SET DIMENSION POINT
- ⊠ SECTION CORNER (PER RECORD-NOT FOUND)
- PUE PUBLIC UTILITY EASEMENT
- △ W.C. GPS POINT FOUND AS NOTED

**BASIS OF BEARING**

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS 50°25'41"W BEING THE BEARING BETWEEN WASHOE COUNTY GPS POINTS "HEPC035" AND "HEPC009" WITH NEVADA COORDINATE SYSTEM, WEST ZONE. VALUES BASED ON THE NAD 83/84 HARN. COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000197938.



**SRD PARCEL MAP**  
HONALO KAI, LLC.  
BEING A DIVISION OF PARCEL P-2 OF PM  
SITUATE WITHIN THE NW 1/4 OF SECTION 10 T28N R21E M24N,  
WASHOE COUNTY, NEVADA

**TEC 1**

**CIVIL ENGINEERING CONSULTANTS**

1000 Corporate Center Plaza, Reno, Nevada 89501  
(775) 322-5801 Fax: (775) 322-7628

SHEET	2
OF	2

JOB = STEWART10  
DATE = MAY, 2008

T:\m\survey\stewar10\dwg\PARCEL MAP3.dwg

**TITLE COMPANT CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED, THAT ANY LIEN OR MORTGAGE HOLDERS ARE LISTED AND THAT THE OWNERS OFFERING SAID MAP ARE THE LAST RECORD TITLE HOLDER OF THE LANDS SHOWN HEREON.

STEWART TITLE OF NORTHERN NEVADA

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT NAME/TITLE

**SECURITY INTEREST HOLDER'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE UNDERSIGNED JACK COCHRAN HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS PLAT.

JACK COCHRAN, AN UNMARRIED MAN \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF NEVADA S.S.  
COUNTY OF WASHOE S.S.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006, JACK COCHRAN, DID PERSONALLY APPEAR BEFORE ME, AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT, IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**TAX CERTIFICATE** APN: 077-100-13

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THIS LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO NRS 361A.265.

WASHOE COUNTY TREASURER

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY TREASURER

**SURVEYOR'S CERTIFICATE**

L RANDAL L. BRIGGS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, DO HEREBY CERTIFY THAT:

- THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED UNDER MY SUPERVISION AT THE INSTANCE OF HONALO KAI, L.L.C.
- THE LANDS SURVEYED LIE WITHIN THE SE 1/4 OF SECTION 9 T. 22 N., R. 21 E., M. 63 W., AND THE SURVEY WAS COMPLETED ON APRIL 12, 2005.
- THIS PLAT COMPLIES WITH THE APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
- THE MONUMENTS ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.



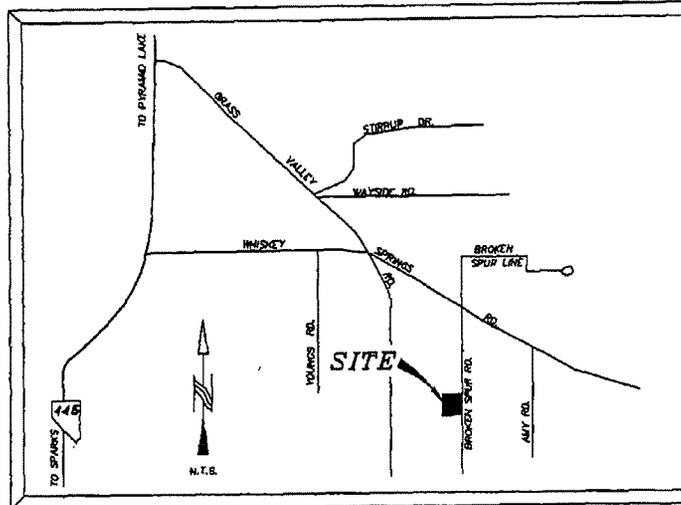
RANDAL L. BRIGGS, P.L.S. 7990

**UTILITY COMPANIES CERTIFICATE**

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED, AND APPROVED, BY THE UNDERSIGNED PUBLIC UTILITY COMPANIES.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
SIERRA PACIFIC POWER COMPANY

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
NEVADA BELL TELEPHONE CO. D/B/A AT&T NEVADA



**VICINITY MAP**  
N.T.S.

**WATER RIGHT DEDICATION CERTIFICATE**

THE WATER AND SEWER RESOURCE REQUIREMENTS SET FORTH IN ARTICLE 422 OF THE WASHOE COUNTY DEVELOPMENT CODE, RELATED TO THE DEDICATION OF WATER RESOURCES, HAVE BEEN SATISFIED.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
WASHOE COUNTY UTILITY DIVISION

**COMMUNITY DEVELOPMENT CERTIFICATE**

THIS FINAL MAP IS IN SUBSTANTIAL COMPLIANCE WITH THE TENTATIVE MAP, PM04-053, AND ALL CONDITIONS OF APPROVAL HAVE BEEN MET. THEREFORE, THIS PARCEL MAP IS APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006.

ADRIAN P. FREUND, AICP,  
DIRECTOR OF COMMUNITY DEVELOPMENT

LOW DENSITY SUBURBAN REGULATORY ZONE FOR REVIEW PURPOSES AS OF JANUARY 10, 2003 DOES NOT PRECLUDE FURTHER DIVISION OF LAND.	(NUMBER OF LOTS ON PARCEL MAP = 4 LOTS)
MINIMUM LOT AREA REQUIRED	1 ACRE
MINIMUM LOT WIDTH	120 FEET
MINIMUM FRONT YARD	30 FEET
MINIMUM SIDE YARD	12 FEET
MINIMUM REAR YARD	30 FEET
MAXIMUM BUILDING HEIGHT	35 FEET
VARIANCES TO THESE STANDARDS MAY BE PROCESSED AS PER WASHOE COUNTY CODE.	

**OWNER'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE UNDERSIGNED, HONALO KAI, IS THE OWNER OF THAT TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278, THE PUBLIC UTILITY, ACCESS, AND DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY GRANTED.

HONALO KAI, L.L.C. A NEVADA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
JON KIRK STEWART, MANAGING MEMBER

STATE OF NEVADA S.S.  
COUNTY OF WASHOE S.S.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006, JON KIRK STEWART, MANAGING MEMBER OF HONALO KAI, L.L.C., AND PERSONALLY APPEAR BEFORE ME, AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT, IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**NOTES**

- THE TOTAL AREA OF THIS SURVEY IS 40.26 ACRES.
- A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL AND THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS. P.U.E.'S ARE 10' ALONG THE FRONT AND 5' ON ALL SIDE AND REAR PARCEL LINES.
- P.U.E. DENOTES PUBLIC UTILITY EASEMENT, AND CABLE T.V. EASEMENT IF AVAILABLE.
- WITH DEVELOPMENT, INCREASED DRAINAGE SHALL NOT CROSS PROPERTY LINES WITHOUT PROPER EASEMENTS.
- THIS PARCEL IS IN FLOOD ZONE "1" WITHIN THE 100 YEAR FLOOD HAZARD AREA PER FIRM PARCEL NO. 5706. MAP REPRESENTS APPROXIMATELY 75 PERCENT OF THE PLANNED PERENNIAL YIELD OF 4,000 ACRE-FEET, THEREFORE, ALL PLANNED DEVELOPMENT WILL BE SUBJECT TO A 25 PERCENT REDUCTION IN TOTAL POTENTIAL DURING THE HYETEM PERIOD. (APPENDIX A - WATER BUDGET)
- THESE PARCELS ARE CURRENTLY APPROVED FOR THE USE OF INDIVIDUAL SEWAGE DISPOSAL SYSTEMS, CONSISTENT WITH THE DISTRICT HEALTH REGULATIONS, A PERMIT TO CONSTRUCT, ALTER, RECONSTRUCT, OR REPLACE AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM WILL NOT BE APPROVED IF PUBLIC SEWER SERVICE BECOMES AVAILABLE. THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR ALL RELATED CONSTRUCTION COSTS AND CONNECTION FEES AS SPECIFIED BY WASHOE COUNTY ORDINANCE.
- THE OWNER, BUYERS, ASSIGNS, OR ANY INTEREST HOLDER OF ANY LOTS OR PARCELS SHOWN HEREON, HEREBY AGREE THAT ALL EXISTING IRRIGATION FLOWS CROSSING THESE PARCELS SHALL BE PERPETUATED. ANY LEGAL RIGHTS TO WATER FROM THESE DITCHES SHALL BE HONORED AND THE RIGHT OF ACCESS FOR MAINTENANCE AND OPERATION WILL NOT BE DENIED TO VALID HOLDERS OF THOSE RIGHTS.
- THIS PARCEL MAP IS DIVIDING A PORTION OF ORIGINAL WASHOE COUNTY ASSESSOR'S PARCEL NUMBER 077-100-13, BEING LOT NUMBER 8.2.112 OF MAP OF DIVISION OF LARGE PARCELS NO.1, THAT WAS A PART OF THE WARM SPRINGS SPECIFIC PLAN (WSSP) ADOPTED BY THE WASHOE COUNTY COMMISSION ON SEPTEMBER 22, 1992. THE WSSP INCLUDED A PROVISION THAT STATES:  
"UNTIL SUCH TIME AS THE STATE ENGINEER ACCEPTS THE WATER STUDY, THE 3000 ACRE FOOT PERENNIAL YIELD NUMBER WILL BE USED TO REVIEW DEVELOPMENT APPLICATIONS. THIS NUMBER REPRESENTS APPROXIMATELY 75 PERCENT OF THE PLANNED PERENNIAL YIELD OF 4,000 ACRE-FEET, THEREFORE, ALL PLANNED DEVELOPMENT WILL BE SUBJECT TO A 25 PERCENT REDUCTION IN TOTAL POTENTIAL DURING THE HYETEM PERIOD." (APPENDIX A - WATER BUDGET)
- ANY ACCESS WAY SHALL BE UPGRADED TO A GRAVEL ROAD THAT WILL ALLOW EMERGENCY VEHICLE TRAVEL. ISSUANCE OF A BUILDING PERMIT AND TAKE DRAINAGE INTO CONSIDERATION. ALL ROADWAY IMPROVEMENTS SHALL COMPLY WITH THE WARM SPRINGS SPECIFIC PLAN AND DEVELOPMENT AGREEMENT FOR ROADWAY IMPROVEMENTS.
- PRIVATE DRAINAGE EASEMENTS FOR SURFACE DRAINAGE ARE HEREBY GRANTED 10' IN WIDTH CENTERED ON ALL INTERIOR PARCEL LINES.
- WHEN MANHOLE SEWER AND WATER BECOME AVAILABLE, THE LOT OWNER WILL BE REQUIRED TO CONNECT WITHIN 60 DAYS OF NOTIFICATION.
- ALL RESIDENTS SHALL BE PROVIDED WITH A 1/2" SPRINKLER SYSTEM COMPLYING WITH THE 2002 NFPA 13 OR THE EQUIVALENT IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE AS DETERMINED BY THE FIRE PROTECTION DISTRICT.

FILE NO. _____	4TH PARCEL MAP
FEET _____	HONALO KAI, L.L.C.
FILED FOR RECORD AT THE REQUEST _____	BEING A DIVISION OF PARCEL 8-2-1-12 OF P/S 914
OF _____	SITUATE WITHIN THE SE 1/4 OF SECTION 9 T22N, R21E, M.63W.
ON THIS _____ DAY OF _____	WASHOE COUNTY NEVA
2006, AT _____ MINUTES PAST _____	CIVIL ENGINEERING CONSULTANTS
O'CLOCK, _____, OFFICIAL RECORDS _____	300 Corporate Center, Suite 1000 Reno, NV 89501
OF WASHOE COUNTY, NEVADA _____	(775)350-7800 FAX (775)350-7929
BY: _____	1
DEPUTY _____	2

JOB = STEW010  
DATE = MAY 2006

TermSurvey\Survey\stew010a\low\PARCEL MAP4.dwg

FAHNESTOCK  
PROP. LLC  
077-100-11

FAHNESTOCK  
PROP. LLC  
077-100-14

FND T-POST W/  
TAG "PLS 3736"  
WA. CO. GIS  
CONTROL PT.  
"WEPC025"  
N 14965303.37  
E 2334897.78

TIONG  
077-100-19

20' PRIVATE  
DRAINAGE  
EASEMENT

PARCEL 11  
5.04 Ac.

PARCEL 10  
5.04 Ac.

PARCEL 9  
5.04 Ac.

N 14962897.12  
E 2333517.85

LW LAND  
COMP. LLC  
077-100-10

LEWIS  
077-100-18

10' PUE PER DOC.  
NO. 507264 (TYPICAL)

50' ACCESS AND PUBLIC  
UTILITY EASEMENT

PARCEL R-3  
25.16 Ac.

66' ACCESS & PUBLIC UTILITY  
EASEMENT PER DOC. NO. 383502

N 14961379.38  
E 2333489.19

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	21.03	25.00	48°11'23"
C2	41.56	50.00	47°37'37"
C3	39.77	50.00	45°34'39"
C4	159.85	50.00	183°10'29"
C5	21.03	25.00	48°11'23"

FND 5/8" REBAR W/  
CAP "PLS 3736"

LW LAND  
COMP. LLC  
077-100-09

DERPINGHAUS  
077-100-16

FND T-POST

SUN  
077-100-17

FND 5/8" REBAR W/  
CAP "PLS 3226"  
WA. CO. GIS CONTROL  
PT "WEPC009"  
N 14960046.33  
E 2334118.86

**REFERENCES**

- R.O.S. 914 DOC# 383409 FILED FOR RECORD, OCTOBER 29, 1975 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- L.L. 1, DOC# 383416 FILED FOR RECORD OCTOBER 29, 1975 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- DOC# 383502 FILED FOR RECORD OCTOBER 29, 1975 BOOK 927, PAGE 368 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- DOC# 507264 FILED FOR RECORD JANUARY 3, 1978 BOOK 1179, PAGE 106 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- PRELIMINARY TITLE REPORT BY STEWART TITLE CO. OF NV, NEVADA, ORDER NO. 042510295.

**LEGEND:**

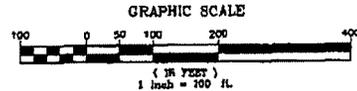
- SET 5/8" REBAR W/ CAP PLS 7998
- FOUND MONUMENT AS NOTED
- NOTHING SET DIMENSION POINT
- ⊕ 1/4 CORNER (PER RECORD-NOT FOUND)
- PUE PUBLIC UTILITY EASEMENT
- △ M.C. GPS POINT FOUND AS NOTED

**BASIS OF BEARING**

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS 508°25'41"W BEING THE BEARING BETWEEN WASHOE COUNTY GPS POINTS "WEPC025" AND "WEPC009" WITH NEVADA COORDINATE SYSTEM, WEST ZONE. VALUES BASED ON THE NAD 83/94 HARN. COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000197938.



SCALE: 1"=100'



**4TH PARCEL MAP**  
**HONALO KAI, LLC.**  
BEING A DIVISION OF PARCELS 9-25-1-12 OF R/S 914  
SITUATE WITHIN THE SE 1/4 OF SECTION 9 T8N, R25E, N.O.J.A.  
WASHOE COUNTY

	CIVIL ENGINEERING CONSULTANTS	MEMO
		SHEET
		2
		OF
		2

JOB - STEWART  
DATE - MAY, 2008

**TITLE COMPANY CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED, THAT ANY LIEN OR MORTGAGE HOLDERS ARE LISTED AND THAT THE OWNERS OFFERING SAID MAP ARE THE LAST RECORD TITLE HOLDER OF THE LANDS SHOWN HEREON.

STEWART TITLE OF NORTHERN NEVADA

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT NAME/TITLE

**SECURITY INTEREST HOLDER'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE UNDERSIGNED JACK COCHRAN HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS PLAT.

JACK COCHRAN, AN UNMARRIED MAN \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF NEVADA  
COUNTY OF WASHOE S.S.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008, JACK COCHRAN, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT, IN WITNESS WHEREOF, I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**TAX CERTIFICATE** APN: 077-100-15

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THIS LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO NRS 361A.285.

WASHOE COUNTY TREASURER

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY TREASURER

**SURVEYOR'S CERTIFICATE:**

I, RANDAL L. BROGGS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, DO HEREBY CERTIFY THAT:

- 1) THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED UNDER MY SUPERVISION AT THE INSTANCE OF HONALO KAI, L.L.C.
- 2) THE LANDS SURVEYED LIE WITHIN THE SE 1/4 OF SECTION 9 T. 22 N., R. 21 E., M.D.M., AND THE SURVEY WAS COMPLETED ON APRIL 12, 2008.
- 3) THIS PLAT COMPLES WITH THE APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
- 4) THE MONUMENTS ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.



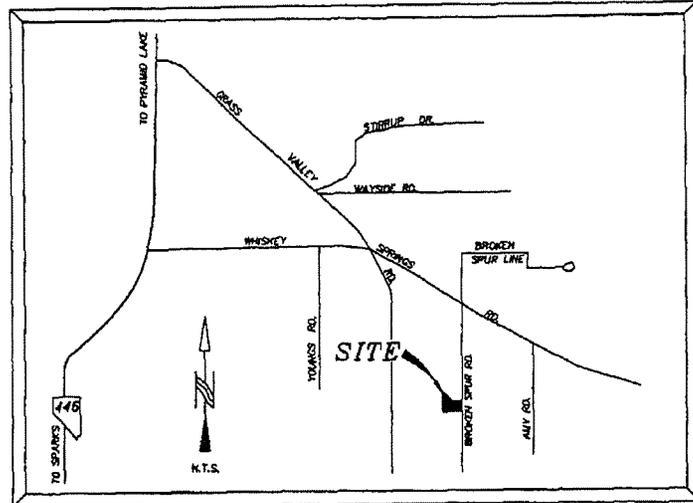
RANDAL L. BROGGS P.L.S. 7993

**UTILITY COMPANIES' CERTIFICATE**

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED, AND APPROVED, BY THE UNDERSIGNED PUBLIC UTILITY COMPANIES.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
SERRA PACIFIC POWER COMPANY

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
NEVADA BELL TELEPHONE CO. D/B/A AT&T NEVADA



**VICINITY MAP**  
N.T.S.

**WATER RIGHT DEDICATION CERTIFICATE**

THE WATER AND SEWER RESOURCE REQUIREMENTS SET FORTH IN ARTICLE 422 OF THE WASHOE COUNTY DEVELOPMENT CODE, RELATED TO THE DEDICATION OF WATER RESOURCES, HAVE BEEN SATISFIED.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
WASHOE COUNTY UTILITY DIVISION

**COMMUNITY DEVELOPMENT CERTIFICATE**

THIS FINAL MAP IS IN SUBSTANTIAL COMPLIANCE WITH THE TENTATIVE MAP, PM04-054, AND ALL CONDITIONS OF APPROVAL HAVE BEEN MET. THEREFORE, THIS PARCEL MAP IS APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

ADRIAN P. FREUND, ACP, \_\_\_\_\_ DATE \_\_\_\_\_  
DIRECTOR OF COMMUNITY DEVELOPMENT

LOW DENSITY SUBURBAN REGULATORY ZONE FOR REVIEW PURPOSES AS OF JANUARY 10, 2005 DOES NOT PRECLUDE FURTHER DIVISION OF LAND.	(NUMBER OF LOTS ON PARCEL MAP = 4 LOTS)
MINIMUM LOT AREA REQUIRED	1 ACRE
MINIMUM LOT WIDTH	150 FEET
MINIMUM FRONT YARD	30 FEET
MINIMUM SIDE YARD	12 FEET
MINIMUM REAR YARD	30 FEET
MAXIMUM BUILDING HEIGHT	35 FEET
VARIANCES TO THESE STANDARDS MAY BE PROCESSED AS PER WASHOE COUNTY CODE.	

**OWNER'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE UNDERSIGNED, HONALO KAI, IS THE OWNER OF THAT TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278. THE PUBLIC UTILITY, ACCESS, AND DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY GRANTED.

HONALO KAI, L.L.C. A NEVADA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
JON KIRK STEWART, MANAGING MEMBER

STATE OF NEVADA  
COUNTY OF WASHOE S.S.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008, JON KIRK STEWART, MANAGING MEMBER OF HONALO KAI, L.L.C. DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT, IN WITNESS WHEREOF, I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**NOTES**

1. THE TOTAL AREA OF THIS SURVEY IS 23.16 ACRES.
2. A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, AND THE RIGHT TO EXIST THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS. P.U.E.'S ARE 10' ALONG THE FRONT AND 5' ON ALL SIDE AND REAR PARCEL LINES.
3. P.U.E. DENOTES PUBLIC UTILITY EASEMENT, AND CABLE T.V. EASEMENT IF AVAILABLE.
4. WITH DEVELOPMENT, INCREASED DRAINAGE SHALL NOT CROSS PROPERTY LINES WITHOUT PROPER EASEMENTS.
5. THIS PARCEL IS IN FLOOD ZONE "A" WITHIN THE 100 YEAR FLOOD HAZARD AREA PER FIRM PANEL NO. 3700, MAP NO. 3201C2700 E, DATED SEPTEMBER 30, 1994.
6. ANY NATURAL DRAINAGE WILL NOT BE IMPDED DURING THE DEVELOPMENT OR IMPROVEMENT OF THESE PARCELS.
7. THESE PARCELS ARE CURRENTLY APPROVED FOR THE USE OF INDIVIDUAL SEWAGE DISPOSAL SYSTEMS, CONSISTENT WITH THE DISTRICT HEALTH REGULATIONS, A PERMIT TO CONSTRUCT, ALTER, RECONSTRUCT, OR REPLACE AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM WILL NOT BE APPROVED IF PUBLIC SEWER SERVICE BECOMES AVAILABLE. THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR ALL RELATED CONSTRUCTION COSTS AND CONNECTION FEES AS SPECIFIED BY WASHOE COUNTY ORDINANCE.
8. THE OWNER, BUYERS, ASSIGNS, OR ANY INTEREST HOLDER OF ANY LOTS OR PARCELS SHOWN HEREON, HEREBY AGREE THAT ALL EXISTING IRRIGATION FLOWS CROSSING THESE PARCELS SHALL BE PERPETUATED. ANY LEGAL RIGHTS TO WATER FROM THESE DITCHES SHALL BE MONITORED AND THE RIGHT OF ACCESS FOR MAINTENANCE AND OPERATION WILL NOT BE DENIED TO VALID HOLDERS OF THOSE RIGHTS.
9. THIS PARCEL MAP IS DIVIDING A PORTION OF ORIGINAL WASHOE COUNTY ASSessor'S PARCEL NUMBER 077-100-15, BEING LOT NUMBER 2, 1, 17 OF MAP OF DIVISION OF LARGE PARCELS NO. 1, THAT WAS A PART OF THE WARM SPRINGS SPECIFIC PLAN (WSSP) ADOPTED BY THE WASHOE COUNTY COMMISSION ON SEPTEMBER 22, 1992. THE WSSP INCLUDED A PROVISION THAT STATES:  
  
"LATE SUCH TIME AS THE STATE ENGINEER ACCEPTS THE WATER STUDY, THE 3000 ACRE FOOT PERENNIAL YIELD NUMBER WILL BE USED TO REVIEW DEVELOPMENT APPLICATIONS. THIS NUMBER REPRESENTS APPROXIMATELY 75 PERCENT OF THE PLANNED PERENNIAL YIELD OF 4,000 ACRE-FEET. THEREFORE, ALL PLANNED DEVELOPMENT WILL BE SUBJECT TO A 25 PERCENT REDUCTION IN TOTAL POTENTIAL DURING THE INTERIM PERIOD." (APPENDIX A - WATER BUDGET)
10. ANY ACCESS WAY SHALL BE UPGRADED TO A GRAVEL ROAD THAT WILL ALLOW EMERGENCY VEHICLE TRAVEL. ISSUANCE OF A BUILDING PERMIT AND TAKE DRAINAGE INTO CONSIDERATION. ALL ROADWAY IMPROVEMENTS SHALL COMPLY WITH THE WARM SPRINGS SPECIFIC PLAN AND DEVELOPMENT AGREEMENT FOR ROADWAY.
11. PRIVATE DRAINAGE EASEMENTS FOR SURFACE DRAINAGE ARE HEREBY GRANTED 10' IN WIDTH CENTERED ON ALL INTERIOR PARCEL LINES.
12. WHEN MUNICIPAL SEWER AND WATER BECOME AVAILABLE, THE LOT OWNER WILL BE REQUIRED TO CONNECT WITHIN 90 DAYS OF NOTIFICATION.
13. ALL RESIDENTS SHALL BE PROVIDED WITH A 1/2" SPRINKLER SYSTEM COMPLYING WITH THE 2002 NFPA 13 OR THE EQUIVALENT IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE AS DETERMINED BY THE FIRE PROTECTION DISTRICT.

FILE NO. _____	5TH PARCEL MAP
FEES PAID FOR RECORD AT THE REQUEST OF _____	
ON THIS _____ DAY OF _____, 2008, AT _____ WASHOE COUNTY, NEVA	HONALO KAI, L.L.C. BEING A DIVISION OF PARCEL R-3 OF PL. SITUATE WITHIN THE SE 1/4 OF SECTION 9 T22N, R21E, M.D.M.
BY: _____ COUNTY RECORDER	
DEPUTY	<b>CIVIL ENGINEERING CONSULTANTS</b> 1000 W. WASHINGTON ST. SUITE 100 WASHOE COUNTY, NEVADA 89701 (775) 782-7800 (775) 782-7800
BY: _____	

JOB = STEWART01  
DATE = MAY, 2008

FAHNESTOCK  
PROP. LLC  
077-100-11

FAHNESTOCK  
PROP. LLC  
077-100-14

TIONG  
077-100-19

FND T-POST W/  
TAG "PLS 3736"  
WA. CO. GIS  
CONTROL PT.  
"WEP0025"  
N 14965303.37  
E 2334097.78

N 14962711.64  
E 2332185.18

20' PRIVATE  
DRAINAGE EASEMENT

PARCEL 11  
PM

N46°18'19"E  
3751.69'

FEMA FLOOD ZONE X  
FEMA FLOOD ZONE A

PARCEL 9  
PM

PARCEL 10  
PM

PARCEL 12  
5.04 Ac.

10' PUE PER DOC.  
NO. 507264 (TYPICAL)

HONALO  
COURT

R=50'

SET 50' OFFSET  
TO CENTER OF  
CUL-DE-SAC

50' ACCESS AND PUBLIC  
UTILITY EASEMENT PER PM

PARCEL 13  
5.04 Ac.

PARCEL 14  
5.03 Ac.

PARCEL R-4  
10.06 Ac.

66' ACCESS & PUBLIC UTILITY  
EASEMENT PER DOC. NO. 383502

LEWIS  
077-100-18

LW LAND COMP. LLC  
077-100-10

FND 5/8" REBAR W/  
CAP "PLS 3736"

LW LAND COMP. LLC  
077-100-09

DERPINGHAUS  
077-100-16

FND T-POST

SUN  
077-100-17

FND 5/8" REBAR W/  
CAP "PLS 3226"  
WA. CO. GIS CONTROL  
PT "WEP0009"  
N 14960046.33  
E 2334118.86

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	39.26	50.00	44°59'06"
C2	38.84	50.00	44°30'38"
C3	39.21	50.00	44°55'36"
C4	42.54	50.00	48°45'08"
C5	21.03	25.00	48°11'23"

**REFERENCES**

- R.O.S. 914 DOC# 383409 FILED FOR RECORD, OCTOBER 29, 1975 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- L.L. 1, DOC# 383418 FILED FOR RECORD OCTOBER 29, 1975 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- DOC# 383502 FILED FOR RECORD OCTOBER 29, 1975 BOOK 927, PAGE 388 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- DOC# 507264 FILED FOR RECORD JANUARY 8, 1978 BOOK 1178, PAGE 166 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- PRELIMINARY TITLE REPORT BY STEWART TITLE CO. OF NV. NEVADA, ORDER NO. 04281056A.

**LEGEND:**

- SET 5/8" REBAR & CAP PLS 7998
- FOUND MONUMENT REBAR AND CAP PLS #7998 OR AS NOTED
- ⊕ NOTHING SET DIMENSION POINT
- ⊕ 1/4 CORNER (PER RECORD-NOT FOUND)
- PUE PUBLIC UTILITY EASEMENT
- △ W.C. OPS POINT FOUND AS NOTED

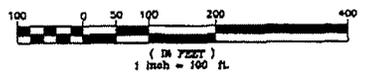
**BASIS OF BEARING**

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS S08°25'41"W BEING THE BEARING BETWEEN WASHOE COUNTY GPS POINTS "WEP0025" AND "WEP0009" WITH NEVADA COORDINATE SYSTEM, WEST ZONE, VALUES BASED ON THE NAD 83/94 MARIN. COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000187839.



SCALE: 1"=100'

GRAPHIC SCALE



**5TH PARCEL MAP**  
FOR  
**HONALO KAI, LLC.**  
BEING A DIVISION OF PARCEL R-3 OF PU  
SITUATE WITHIN THE SE 1/4 OF SECTION 9 T22N, R21E, M20M,  
WASHOE COUNTY, NEVADA

**TEC**  
1

**CIVIL ENGINEERING CONSULTANTS**

800 Overlake Blvd. Suite 200, Reno, NV 89521  
775-786-7600 Fax 775-786-7629

SHEET	2
OF	2

JOB = STEWART  
DATE = MAY, 2009  
TermServ\Survey\stew0102\09\PARCEL MAPS.dwg

**TITLE COMPANY CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED, THAT ANY LIEN OR MORTGAGE HOLDERS ARE LISTED AND THAT THE OWNERS OFFERING SAID MAP ARE THE LAST RECORD TITLE HOLDER OF THE LANDS SHOWN HEREOF.

STEWART TITLE OF NORTHERN NEVADA

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT NAME/TITLE

**SECURITY INTEREST HOLDER'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE UNDERSIGNED JACK COCHRAN HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS PLAT.

JACK COCHRAN, AN UNMARRIED MAN \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF NEVADA  
COUNTY OF WASHOE S.S.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006, JACK COCHRAN, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT, IN WITNESS WHEREOF, I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

**TAX CERTIFICATE** APN: 077-100-15

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THIS LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO NRS 361A.265.

WASHOE COUNTY TREASURER

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY TREASURER

**SURVEYOR'S CERTIFICATE:**

I, RANDAL L. BROOKS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, DO HEREBY CERTIFY THAT:

- 1) THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED UNDER MY SUPERVISION AT THE INSTANCES OF HONALD KAI, LLC.
- 2) THE LANDS SURVEYED LIE WITHIN THE SE 1/4 OF SECTION 8 T. 22 N., R. 21 E., M.D.M., AND THE SURVEY WAS COMPLETED ON APRIL 12, 2006.
- 3) THIS PLAT COMPLIES WITH THE APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 825 OF THE NEVADA ADMINISTRATIVE CODE.
- 4) THE MONUMENTS ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.



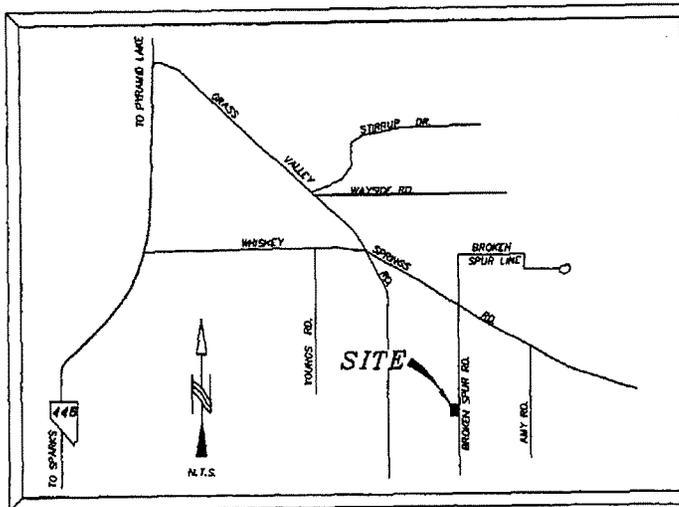
RANDAL L. BROOKS, P.L.S. 1998

**UTILITY COMPANIES' CERTIFICATE**

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED, AND APPROVED, BY THE UNDERSIGNED PUBLIC UTILITY COMPANIES.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
SIERRA PACIFIC POWER COMPANY

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
NEVADA BELL TELEPHONE CO. D/B/A AT&T NEVADA



**VICINITY MAP**

N.T.S.

**WATER RIGHT DEDICATION CERTIFICATE**

THE WATER AND SEWER RESOURCE REQUIREMENTS SET FORTH IN ARTICLE 422 OF THE WASHOE COUNTY DEVELOPMENT CODE, RELATED TO THE DEDICATION OF WATER RESOURCES, HAVE BEEN SATISFIED.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
WASHOE COUNTY UTILITY DIVISION

**COMMUNITY DEVELOPMENT CERTIFICATE**

THIS FINAL MAP IS IN SUBSTANTIAL COMPLIANCE WITH THE TENTATIVE MAP, PM04-035, AND ALL CONDITIONS OF APPROVAL HAVE BEEN MET. THEREFORE, THIS PARCEL MAP IS APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

ADRIAN P. FREUND, AICP, \_\_\_\_\_ DATE \_\_\_\_\_  
DIRECTOR OF COMMUNITY DEVELOPMENT

LOW DENSITY SUBURBAN REGULATORY ZONE FOR REVIEW PURPOSES AS OF JANUARY 10, 2006 DOES NOT PRECLUDE FURTHER DIVISION OF LAND.	(NUMBER OF LOTS ON PARCEL MAP = 2 LOTS)
MINIMUM LOT AREA REQUIRED	1 ACRES
MINIMUM LOT WIDTH	120 FEET
MINIMUM FRONT YARD	30 FEET
MINIMUM SIDE YARD	12 FEET
MINIMUM REAR YARD	30 FEET
MAXIMUM BUILDING HEIGHT	35 FEET

VARIANCES TO THESE STANDARDS MAY BE PROCESSED AS PER WASHOE COUNTY CODE.

JOB = STEW010  
DATE = MAY, 2006

Temporary\Survey\stew010a\dwg\PARCEL MAP8.dwg

**OWNER'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE UNDERSIGNED, HONALD KAI, IS THE OWNER OF THAT TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 276, THE PUBLIC UTILITY, ACCESS, AND DRAINAGE EASEMENTS SHOWN HEREOF ARE HEREBY GRANTED.

HONALD KAI, LLC, A NEVADA LIMITED LIABILITY COMPANY

JON KIRK STEWART, MANAGING MEMBER \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF NEVADA  
COUNTY OF WASHOE S.S.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006, JON KIRK STEWART, MANAGING MEMBER OF HONALD KAI, LLC, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT, IN WITNESS WHEREOF, I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

**NOTES**

1. THE TOTAL AREA OF THIS SURVEY IS 10.06 ACRES.
2. A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL AND THE RIGHT TO EXIST THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS. P.U.E.'S ARE 10' ALONG THE FRONT AND 5' ON ALL SIDE AND REAR PARCEL LINES.
3. P.U.E. DENOTES PUBLIC UTILITY EASEMENT, AND CABLE T.V. EASEMENT IF AVAILABLE.
4. WITH DEVELOPMENT, INCREASED DRAINAGE SHALL NOT CROSS PROPERTY LINES WITHOUT PROPER EASEMENTS.
5. THIS PARCEL IS IN FLOOD ZONE "A" WITHIN THE 100 YEAR FLOOD HAZARD AREA PER FIRM PANEL NO. 2700, MAP NO. 37031C2700 E, DATED SEPTEMBER 30, 1984.
6. ANY NATURAL DRAINAGE WILL NOT BE IMPEDED DURING THE DEVELOPMENT OR IMPROVEMENT OF THESE PARCELS.
7. THESE PARCELS ARE CURRENTLY APPROVED FOR THE USE OF INDIVIDUAL SEWAGE DISPOSAL SYSTEMS, CONSISTENT WITH THE DISTRICT HEALTH REGULATIONS. A PERMIT TO CONSTRUCT, ALTER, RECONSTRUCT, OR REPLACE AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM WILL NOT BE APPROVED IF PUBLIC SEWER SERVICE BECOMES AVAILABLE. THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR ALL RELATED CONSTRUCTION COSTS AND CONNECTION FEES AS SPECIFIED BY WASHOE COUNTY ORDINANCE.
8. THE OWNER, BUYERS, ASSIGNS, OR ANY INTEREST HOLDER OF ANY LOTS OR PARCELS SHOWN HEREOF, HEREBY AGREES THAT ALL EXISTING IRRIGATION FLOWS CROSSING THESE PARCELS SHALL BE PERPETUATED, ANY LEGAL RIGHTS TO WATER FROM THESE DITCHES SHALL BE HONORED AND THE RIGHT OF ACCESS FOR MAINTENANCE AND OPERATION WILL NOT BE DENIED TO VALID HOLDERS OF THOSE RIGHTS.
9. THIS PARCEL MAP IS DIVIDING A PORTION OF ORIGINAL WASHOE COUNTY ASSESSOR'S PARCEL NUMBER 077-100-16 BEING LOT NUMBER 9.2.1.12 OF MAP OF DIVISION OF LARGE PARCELS NO. 1, THAT WAS A PART OF THE WARM SPRINGS SPECIFIC PLAN (WSSP) ADOPTED BY THE WASHOE COUNTY COMMISSION ON SEPTEMBER 22, 1992. THE WSSP INCLUDED A PROVISION THAT STATED:  
"UNTIL SUCH TIME AS THE STATE ENGINEER ACCEPTS THE WATER STUDY, THE 3000 ACRE FOOT PER ANNUAL YIELD NUMBER WILL BE USED TO REVIEW DEVELOPMENT APPLICATIONS. THIS NUMBER REPRESENTS APPROXIMATELY 75 PERCENT OF THE PLANNED PER ANNUAL YIELD OF 4,000 ACRE-FEET. THEREFORE, ALL PLANNED DEVELOPMENT WILL BE SUBJECT TO A 25 PERCENT REDUCTION IN TOTAL POTENTIAL DURING THE INTERIM PERIOD." (APPENDIX A - WATER BUDGET)
10. ANY ACCESS WAY SHALL BE UPGRADDED TO A GRAVEL ROAD THAT WILL ALLOW EMERGENCY VEHICLE TRAVEL. ISSUANCE OF A BUILDING PERMIT AND TAKE DRAINAGE INTO CONSIDERATION. ALL ROADWAY IMPROVEMENTS SHALL COMPLY WITH THE WARM SPRINGS SPECIFIC PLAN AND DEVELOPMENT AGREEMENT FOR ROADWAY IMPROVEMENTS.
11. PRIVATE DRAINAGE EASEMENTS FOR SURFACE DRAINAGE ARE HEREBY GRANTED 10' IN WIDTH CENTERED ON ALL INTERIOR PARCEL LINES.
12. WHEN MUNICIPAL SEWER AND WATER BECOME AVAILABLE, THE LOT OWNER WILL BE REQUIRED TO CONNECT WITHIN 90 DAYS OF NOTIFICATION.
13. ALL RESIDENTS SHALL BE PROVIDED WITH A 1/2" SPRINKLER SYSTEM COMPLYING WITH THE 2002 NFPA 13 OR THE EQUIVALENT IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE AS DETERMINED BY THE FIRE PROTECTION DISTRICT.

FILE NO. _____	6TH PARCEL MAP FOR HONALD KAI, LLC. BEING A DIVISION OF PARCEL #. 1 OF PM SITUATE WITHIN THE SE 1/4 OF SECTION 8 T22N. R21E, M.D.M. WASHOE COUNTY	NEW SHEET 1 OF 2
DATE FOR RECORD AT THE REQUEST OF _____ ON THIS _____ DAY OF _____, 2006, AT _____ MINUTES PAST _____ O'CLOCK, P.M., OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA By: <u>Kathleen K. Bunde</u> COUNTY RECORDER DEPUTY		



FAHNESTOCK  
PROP. LLC  
077-100-11

FAHNESTOCK  
PROP. LLC  
077-100-14

TIONG  
077-100-19

PARCEL 11  
PM

PARCEL 10  
PM

PARCEL 9  
PM

PARCEL 12  
PM

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	42.54	50.00	48°45'08"
C2	21.03	25.00	48°41'23"

LW LAND COMP. LLC  
077-100-10

PARCEL 13  
PM

PARCEL 14  
PM

PARCEL 15  
5.03 Ac.

PARCEL 16  
5.03 Ac.

LEWIS  
077-100-18

LW LAND COMP. LLC  
077-100-09

DERPINGHAUS  
077-100-16

SUN  
077-100-17

FLOOD FLOOD  
FEMA FLOOD  
ZONE A

FLOOD FLOOD  
FEMA FLOOD  
ZONE A

10' PUE PER DOC.  
NO. 507264 (TYPICAL)

FND 5/8" REBAR W/  
CAP "PLS 3226"  
WA. CO. GIS CONTROL  
PT "WEPC009"  
N 14960046.33  
E 2334118.86

(AS SHOWN ON R/S #914)  
BROKEN-SPUR ROAD

FND T-POST W/  
TAG "PLS 3736"  
WA. CO. GIS  
CONTROL PT.  
"WEPC025"  
N 14965303.37  
E 2334897.78

66' ACCESS & PUBLIC UTILITY  
EASEMENT PER DOC. NO. 383502

50' ACCESS AND PUBLIC  
R=25' UTILITY EASEMENT PER PM

HONALO COURT  
SET 25' OFFSET  
TO CL OF ROAD

**REFERENCES**

- R.D.S. 914 DOC# 383409 FILED FOR RECORD, OCTOBER 29, 1975 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- L.M. 1, DOC# 383418 FILED FOR RECORD OCTOBER 29, 1975 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- DOC# 383502 FILED FOR RECORD OCTOBER 29, 1975 BOOK 927, PAGE 366 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- DOC# 307264 FILED FOR RECORD JANUARY 3, 1978 BOOK 1179, PAGE 188 OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- PRELIMINARY TITLE REPORT BY STEWART TITLE CO. OF NO. NEVADA, ORDER NO. 042510598.

**LEGEND:**

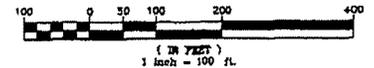
- SET 5/8" REBAR & CAP PLS 7998
- FOUND MONUMENT REBAR AND CAP PLS #7998 OR AS NOTED
- NOTHING SET DIMENSION POINT
- ⊕ 1/4 CORNER (PER RECORDS—NOT FOUND)
- PUE PUBLIC UTILITY EASEMENT
- △ W.C. OPS POINT FOUND AS NOTED

**BASIS OF BEARING**

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS 508°25'41" W BEING THE BEARING BETWEEN WASHOE COUNTY GPS POINTS "WEPC025" AND "WEPC009" WITH NEVADA COORDINATE SYSTEM, WEST ZONE. VALUES BASED ON THE NAD 83/84 HARN. COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000197932.

SCALE: 1"=100'

GRAPHIC SCALE



**6TH PARCEL MAP**

HONALO KAI, LLC.

BEING A DIVISION OF PARCEL #4 OF PM SITUATE WITHIN THE SE 1/4 OF SECTION 9 T22N, R21E, M24N, WASHOE COUNTY, NEVADA

	<b>CIVIL ENGINEERING CONSULTANTS</b>	SHEET	2
		OF	2

JOB = STEW010  
DATE = MAY, 2008

Temp\svr\Survey\stew010\dwg\PARCEL MAP6.dwg

**EXHIBIT C**

**APPROVED PROPERTY DEVELOPMENT STANDARD HANDBOOK**

**CERTIFIED COPY**

The foregoing document is a full, true and correct copy of the original on file and of record in my office.

Date: September 21, 2010

AMY HARBVEY, County Clerk in and for the County of Washoe, State of Nevada.

By [Signature] Deputy Clerk

Pursuant to NRS 239B.030 the SSN may be redacted, but in no way affects the legality of the document.



## WASHOE COUNTY RECORDER

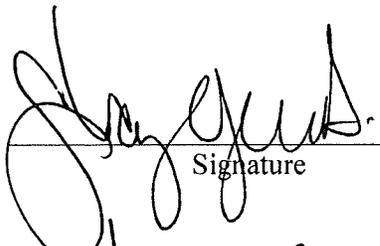
OFFICE OF THE RECORDER  
KATHRYN L. BURKE, RECORDER

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

### LEGIBILITY NOTICE

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

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

  
\_\_\_\_\_  
Signature  
  
Stacy Gonzales  
\_\_\_\_\_  
Printed Name

9-21-10  
\_\_\_\_\_  
Date