



Parcel Map Review Committee Staff Report

Meeting Date: April 9, 2020

Agenda Item: 7A

TENTATIVE PARCEL MAP CASE NUMBER: WTPM20-0001 (MHC 70)

BRIEF SUMMARY OF REQUEST: Divide one parcel of approximately 35.73 acres into two parcels of approximately 25.73 acres and approximately 10.0 acres.

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

CASE DESCRIPTION

Tentative Parcel Map Case Number WTPM20-0001 (MHC 70) – For possible action, hearing, and discussion to approve a tentative parcel map to divide one parcel of approximately 35.73 acres into two parcels of approximately 25.73 acres and approximately 10.0 acres

Applicant: MHC 70, LLC
 Property Owner: MHC 70, LLC
 Location: 205 US Highway 395 South, north of its intersection with Old Washoe Drive
 APN: 046-080-42
 Parcel Size: ± 35.73
 Master Plan: Commercial (C)
 Regulatory Zone: General Commercial (GC)
 Area Plan: South Valleys
 Citizen Advisory Board: South Truckee Meadows / Washoe Valley
 Development Code: Authorized in Article 606, Parcel Maps
 Commission District: 2 – Commissioner Lucey



STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

POSSIBLE MOTION

I move that, after giving reasoned consideration to the information contained within the staff report and the information received during the public meeting, that the Washoe County Parcel Map Review Committee approve Parcel Map Case Number WTPM20-0001 for MHC 70, LLC, subject to the conditions of approval included as Exhibit A with the staff report, and make the determination that the following criteria is or will be adequately provided for pursuant to Washoe County Code, Section 110.606.30.

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Parcel Map

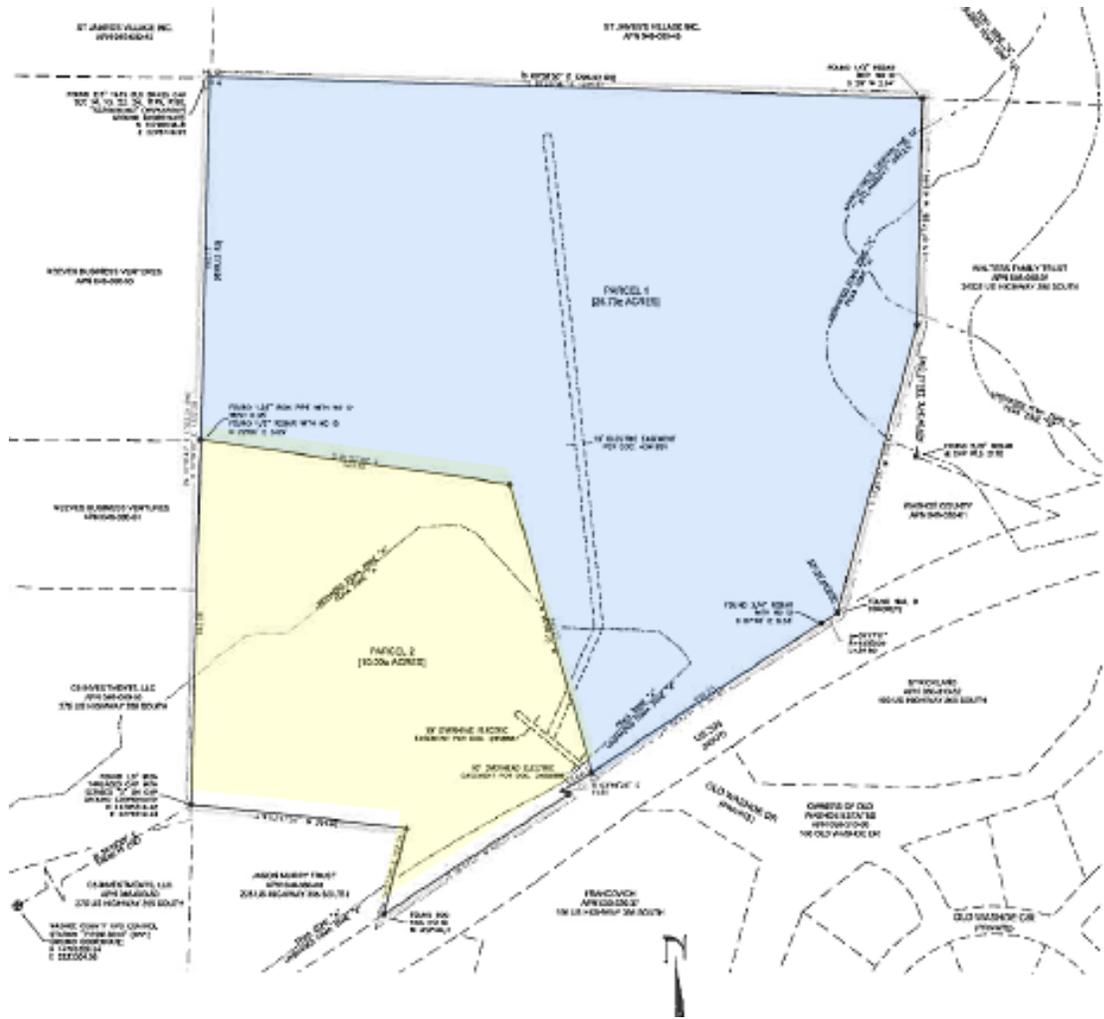
The purpose of a parcel map is to allow for the creation of subdivisions, merger and re-subdivision of existing lots, and common-interest communities consisting of four or fewer parcels pursuant to Washoe County Code Chapter 110, Article 606, *Parcel Maps*. A tentative parcel map must be submitted to the Planning and Building Division for the purpose of review prior to or concurrent with the final parcel map. Every tentative parcel map must be prepared by a professional land surveyor. The parcel map process exists to establish reasonable standards of design and procedures for subdividing in order to further the orderly layout and use of land and insure proper legal descriptions and monumenting of subdivided land. Additionally, the process helps to safeguard the public health, safety and general welfare by establishing minimum standards of design and development for any land division platted in the unincorporated area of Washoe County. If the Washoe County Parcel Map Review Committee grants an approval of the tentative parcel map, that approval is subject to conditions of approval. Conditions of approval are requirements that may need to be completed during different stages of the proposed project. Those stages are typically:

- Prior to recordation of a final map.
- Prior to obtaining a final inspection and/or a certificate of occupancy on a structure.
- Prior to the issuance of a business license or other permits/licenses.
- Some conditions of approval are referred to as “operational conditions.” These conditions must be continually complied with for the life of the project.

Within 22 months from the date of approval of the tentative parcel map, the applicant must file a final parcel map along with any required supporting materials with the Planning and Building Division and the County Engineer showing that all conditions imposed by the Washoe County Parcel Map Review Committee have been met. Approval or conditional approval of a tentative parcel map imposes no obligation on the part of the Director of the Planning and Building Division or the Washoe County Board of County Commissioners to approve the final parcel map or to accept any public dedication shown on the tentative or final parcel map. Failure to submit a complete final parcel map and pay the required fees within the two year time period shall cease any further action on the map and shall render the tentative parcel map as expired.

The conditions of approval for Tentative Parcel Map Case Number WTPM20-0001 are attached to this staff report and will be included with the action order, if approved by the Parcel Map Review Committee.

The subject property has a regulatory zone of General Commercial, division of parcels as small as 10,000 square feet is permissible in that zone.



Site Plan

Tentative Parcel Map Evaluation

| | |
|----------------------------------|--------------------------------|
| Regulatory Zone: | General Commercial (GC) |
| Maximum Lot Potential: | 155 |
| Number of Lots on Parcel Map: | 2 |
| Minimum Lot Size Required: | 10,000 square feet |
| Minimum Lot Size on Parcel Map: | 10 acres (435,600 square feet) |
| Minimum Lot Width Required: | 75 feet |
| Minimum Lot Width on Parcel Map: | 650 feet |

The tentative parcel map meets all minimum requirements for the General Commercial regulatory zone.

Development Suitability Constraints: The South Valleys Area Plan Development Suitability Map, a part of the South Valleys Area Plan, identifies the subject parcel as having slopes greater than 15%, slopes greater than 30% and a ridgeline to be protected.

The subject parcel is outside the Truckee Meadows Service Area (TMSA).

The proposed subdivision is not a second or subsequent division of a parcel map approved within the last five years.

South Valleys Area Plan Modifiers

The subject parcel is located within the South Valleys Area Plan. The following is the pertinent policy from the Area Plan.

Pleasant Valley Hydrographic Basin, Eagle Valley Hydrographic Basin, and Truckee Meadows Hydrographic Basin. Dedication of sufficient certificated or permitted water rights from the specified hydrographic basins, or imported water rights from an adjoining hydrographic basin when a parcel is split by the specified hydrographic basins, or "will serve" letters when served by a water purveyor, shall be provided for all development in the Pleasant Valley Hydrographic Basin, Eagle Valley Hydrographic Basin, and Truckee Meadows Hydrographic Basin, including division of land maps, parcel maps, subdivision maps, and new civic, commercial and industrial use types.

Development InformationThe subject parcel is developed with a personal storage facility. That facility will be located on the 10-acre parcel. The 24-acre parcel will be undeveloped.

A portion of the proposed 24-acre parcel is encumbered by steep slopes and a significant hydrologic resource. The Washoe County Parks Planner has included conditions with options to connect identified regional trails within that area.

Reviewing Agencies

The following agencies received a copy of the project application for review and evaluation.
Washoe County Community Services Department

- Planning and Building Division

- Engineering and Capital Projects Division
- Parks and Open Spaces
- Utilities
- Water Rights Coordinator Manager
- Truckee Meadows Water Authority (TMWA)
- Washoe County Health District
 - Vector-Borne Diseases Program
 - Environmental Health Services Division
 - Air Quality Management
- Washoe County Regional Animal Services
- Washoe County Sheriff
- Truckee Meadows Fire Protection District
- Washoe-Storey Conservation District
- Nevada Department of Wildlife (NDOW)
- Regional Transportation Commission (RTC)
- City of Reno
- City of Sparks

Four out of the seventeen above listed agencies/departments provided comments and/or recommended conditions of approval in response to their evaluation of the project application. A **summary** of each agency's comments and/or recommended conditions of approval and their contact information is provided. The Conditions of Approval document is attached to this staff report and will be included with the Action Order if granted approval.

- Washoe County Planning and Building Division, Planning Program requires that the final map be in substantial compliance with all plans and documents submitted with the tentative parcel map, and that appropriate water rights are dedicated prior to development.
Contact: Roger Pelham, 328-3622, rpelham@washoecounty.us
- Washoe County Engineering and Capital Projects Division provided technical conditions to facilitate recordation of the final map.
Contact: Wayne Handrock, 775.328.2041, whandrock@washoecounty.us
- Washoe County Water Management Planner Coordinator required a condition stating, "Conditions for the dedication of necessary water rights in support of the future commercial project on the newly created vacant parcel will be formulated and applied as part of and prior to approval of any Building Permit or Special Use Permit processes."
Contact: Vahid Behmaram, 775.328.3600, vbehmaram@washoecounty.us

Staff Comment on Required Findings

WCC Section 110.606.30 (i) requires that all of the following findings be made to the satisfaction of the Washoe County Parcel Map Review Committee before granting approval of the request. Staff has completed an analysis of the application and has determined that the proposal is in compliance with the required findings as follows.

- 1) General improvement considerations for all parcel maps including, but not limited to:

- a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.

Staff Comment: Compliance with all applicable environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, and sewage disposal will be ensured prior to recordation of the final map or prior to approval of a development permit on the subject site. The application was reviewed by the appropriate agencies and no recommendation for denial was received.

- b) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision.

Staff Comment: Availability of water will be confirmed, and water rights will be dedicated for the proposed lot prior to the recordation of the final map or prior to the approval of a development permit on the subject site. The application was reviewed by the appropriate agencies and no recommendation for denial was received.

- c) The availability and accessibility of utilities.

Staff Comment: The proposed lot will be served by an individual well and septic system on the newly created parcel.

- d) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks.

Staff Comment: The proposed parcel map would create one additional lot within an undeveloped area. The application was reviewed by the appropriate agencies and no recommendation for denial was received.

- e) Conformity with the zoning ordinances and master plan.

Staff Comment: The proposed map meets or exceeds all minimum requirements for the General Commercial regulatory zone.

- f) General conformity with the governing body's master plan of streets and highways.

Staff Comment: The subject site is adjacent to US Highway 395 South. The proposed division of land is in conformity with the applicable provisions of the Streets and Highways Plan. All appropriate easements shall be provided prior to approval of the final map.

- g) The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.

Staff Comment: The application was reviewed by the appropriate agencies, including Washoe County Engineering and Capital Projects Division and no recommendation for denial was received.

- h) Physical characteristics of the land such as floodplain, slope and soil.

Staff Comment: The subject site includes slopes greater than 15%, slopes greater than 30% and a ridgeline that is identified to be protected. Appropriate development standards will be imposed when a new development is proposed.

- i) The recommendations and comments of those entities reviewing the tentative parcel map pursuant to NRS 278.330 and 278.348, inclusive.

Staff Comment: These provisions of statute refer to the preparation of tentative maps. All recommend conditions of approval from the reviewing agencies have been included with the staff report.

- j) The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.

Staff Comment: The application was reviewed by the appropriate agencies, including the Truckee Meadows Fire Protection District and no recommendation for denial was received.

- k) Community antenna television (CATV) conduit and pull wire.

Staff Comment: The application was reviewed by the appropriate agencies and no recommendation for denial was received. All appropriate easements shall be provided prior to approval of the final map.

- l) Recreation and trail easements.

Staff Comment: The application was reviewed by the appropriate agencies and no recommendation for denial was received.

Recommendation

After a thorough analysis and review, Parcel Map Case Number WTPM20-0001 is being recommended for approval with conditions. Staff offers the following motion for the Parcel Map Review Committee's consideration.

Review Criteria

I move that, after giving reasoned consideration to the information contained within the staff report and the information received during the public meeting, that the Washoe County Parcel Map Review Committee approve Parcel Map Case Number WTPM20-0001 for MHC 70, LLC, subject to the conditions of approval included as Exhibit A with the staff report, and make the determination that the following criteria is or will be adequately provided for pursuant to Washoe County Code, Section 110.606.30:

- 1) General improvement considerations for all parcel maps including, but not limited to:
 - a. Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
 - b. The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;
 - c. The availability and accessibility of utilities;
 - d. The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks;
 - e. Conformity with the zoning ordinances and master plan;
 - f. General conformity with the governing body's master plan of streets and highways;
 - g. The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;
 - h. Physical characteristics of the land such as floodplain, slope and soil;
 - i. The recommendations and comments of those entities reviewing the tentative parcel map pursuant to NRS 278.330 and 278.348, inclusive;
 - j. The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands;
 - k. Community antenna television (CATV) conduit and pull wire; and
 - l. Recreation and trail easements.

Appeal Process

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

Applicant/Owner: MHC 70, LLC
41 Flatbush Ave, Suite 3C
Brooklyn, NY 11217

Representatives: Ryan Cook
5405 Mae Anne Ave.
Reno, NV 89523



Conditions of Approval

Tentative Parcel Map Case Number WTPM20-0001

The tentative parcel map approved under Parcel Map Case Number WTPM20-0001 shall be carried out in accordance with the conditions of approval granted by the Washoe County Parcel Map Review Committee on April 9, 2020. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

Unless otherwise specified, all conditions related to the approval of this tentative parcel map shall be met or financial assurance must be provided to satisfy the conditions of approval prior to the recordation of a final parcel map. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Building Division.

Compliance with the conditions of approval related to this tentative parcel map is the responsibility of the applicant, his/her successor in interest, and all owners, assignees, and occupants of the property and their successors in interest. Failure to comply with any of the conditions imposed in the approval of the tentative parcel map may result in the institution of revocation procedures.

Washoe County reserves the right to review and revise the conditions of approval related to this tentative parcel map should it be determined that a subsequent license or permit issued by Washoe County violates the intent of this approval.

For the purpose of conditions imposed by Washoe County, “may” is permissive and “shall” or “must” is mandatory.

Conditions of approval are usually complied with at different stages of the proposed project. Those stages are typically:

- Prior to recordation of a final map.
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some “conditions of approval” are referred to as “operational conditions.” These conditions must be continually complied with for the life of the project.

The Washoe County Commission oversees many of the reviewing agencies/departments with the exception of the following agencies.

- **The DISTRICT BOARD OF HEALTH, through the Washoe County Health District, has jurisdiction over all public health matters in the Health District.**

Any conditions set by the Health District must be appealed to the District Board of Health.

- **The RENO-TAHOE AIRPORT AUTHORITY is directed and governed by its own Board. Therefore, any conditions set by the Reno-Tahoe Airport Authority must be appealed to their Board of Trustees.**
- **The REGIONAL TRANSPORTATION COMMISSION (RTC) is directed and governed by its own Board. Conditions recommended by the RTC may be required, at the discretion of Washoe County.**
- **The NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) is directed and governed by its own board. Therefore, any conditions set by the Nevada Department of Transportation must be appealed to that Board.**

FOLLOWING ARE CONDITIONS OF APPROVAL REQUIRED BY THE REVIEWING AGENCIES. EACH CONDITION MUST BE MET TO THE SATISFACTION OF THE ISSUING AGENCY.

Washoe County Planning and Building Division

1. The following conditions are requirements of the Planning and Building Division, which shall be responsible for determining compliance with these conditions.

Contact: Roger Pelham, Senior Planner, 775.328.3622, rpelham@washoecounty.us

- a. The applicant shall attach a copy of the action order approving this project to all permits and applications (including building permits) applied for as part of this tentative parcel map.
- b. The final map shall be in substantial compliance with all plans and documents submitted as part of this tentative parcel map application, and with any amendments imposed by the Parcel Map Review Committee. All documentation necessary to satisfy the conditions noted below shall accompany the final map when submitted to the County Engineer and the Planning and Building Division.
- c. The applicant shall comply with all the conditions of approval and shall submit a final map for signature by the Director of the Planning and Building Division within 22 months from the date of approval by the Parcel Map Review Committee. Each agency responsible for imposing conditions may determine whether its conditions must be fully completed or whether the applicant shall be offered the option of providing financial assurances as a means of assuring compliance.
- d. The final map shall contain the following jurat:

DIRECTOR OF PLANNING AND BUILDING CERTIFICATE

THE FINAL PARCEL MAP CASE NO. WTPM20-0001 MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP AND ITS CONDITIONS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, AND THOSE CONDITIONS HAVE BEEN SATISFIED FOR RECORDATION OF THIS MAP. THE OFFER(S) OF DEDICATION IS (ARE) REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NEVADA REVISED STATUTES CHAPTER 278.

THIS FINAL MAP IS APPROVED AND ACCEPTED THIS _____ DAY OF _____, 20_____, BY THE DIRECTOR OF PLANNING AND BUILDING OF WASHOE COUNTY, NEVADA, IN ACCORDANCE WITH NEVADA REVISED STATUTES 278.471 THROUGH 278.4725.

MOJRA HAUENSTEIN, DIRECTOR, PLANNING AND BUILDING DIVISION

- e. The applicant shall provide verification to the Planning and Building Division that all conditions from the Truckee Meadows Fire Protection District have been satisfied.
- f. The applicant has indicated that the proposed improvements will not exceed the major grading thresholds that require a special use permit. If the final construction drawings for the map include grading that exceeds the *Major Grading Permit Thresholds* listed in Article 438 Grading Standards, the applicant shall apply for a special use permit for grading; this approval may take up to three months to process. In addition, all related standards within the Washoe County Development Code shall be met on the construction drawings.
- g. The approval for this tentative parcel map does not include improvements for driveways to building pads. Grading for access to building pads, if they exceed the criteria stated in the previous condition, shall require a special use permit.
- h. Conditions for the dedication of necessary water rights in support of the future commercial project on the newly created vacant parcel will be formulated and applied as part of and prior to approval of any Building Permit or Special Use Permit processes.

Washoe County Engineering and Capital Projects

2. The following conditions are requirements of the Engineering and Capital Projects, which shall be responsible for determining compliance with these conditions.

Contact: Wayne Handrock, 775.328.2041, whandrock@washoecounty.us

- a. Comply with the conditions of the Washoe County technical check for this map.
- b. Add the FEMA floodplains to the map.
- c. Add the following note to the map: Any structures within a FEMA flood zone must comply with the Washoe County Development Code Article 416.
- d. All boundary corners must be set.
- e. Add the following note to the map; "All properties, regardless if they are located within or outside of a FEMA designated flood zone, may be subject to flooding. The property owner is required to maintain all drainage easements and natural drainages and not perform or allow unpermitted and unapproved modifications to the property that may have detrimental impacts to surrounding properties."

Washoe County Parks

3. The following conditions are requirements of Washoe County Parks, which shall be responsible for determining compliance with these conditions.

Contact: Sophia Kirschenman, 775.328.3600, skirchenman@washoecounty.us

- a. Due to the significance of the V&T corridor in our community along with the Washoe Canyon's high habitat and recreation values, Washoe County Parks is requesting that the applicant offer to dedicate a portion of APN 046-080-42 to the County. The exact alignment should be developed in consultation with Parks staff, but a rough outline of the

requested property is shown on the attached map. Additionally, Parks would like to note that the requested area is constrained by steep slopes and a significant hydrologic resource, and would therefore be largely undevelopable. By dedicating this portion of the property, the applicant would not only be serving the community and protecting an important resource area, but would also receive a tax benefit by relinquishing property with little development potential.

- b. If the applicant does not wish to dedicate the section of Washoe Canyon on the applicant's property, Parks shall require a 30-foot-wide, relocatable trail easement along the west side of Steamboat Creek



*** End of Conditions ***

From: [Gil, Donald](#)
To: [Pelham, Roger](#)
Subject: FW: February Agency Review Memo
Date: Monday, February 24, 2020 4:41:26 PM
Attachments: [February Agency Review Memo.pdf](#)
[image001.png](#)
Importance: High

Roger,

I have reviewed items #3,#4, and #6 and the Washoe County Sheriff's Office Patrol Division has no issues with those projects.

Thank you,

Don

Don Gil

Captain – Patrol Division

911 Parr Blvd. Reno, NV 89512

Desk: 775-328-3354

Email: dgil@washoecounty.us

Web: www.WashoeSheriff.com



From: [Wines-Jennings, Tammy L](#)
To: [Pelham, Roger](#)
Cc: [Schull, Shyanne](#)
Subject: Agency Review Memo WTPM20-0001
Date: Monday, February 24, 2020 3:52:21 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Hello,

We do not see any issues from a WCRAS perspective.

Thanks,

Tammy



Tammy Wines-Jennings

Assistant Director | Washoe County Regional Animal Services

twines-jennings@washoecounty.us | Office: 775-353-8945 | Dispatch 775-322-3647

2825 Longley Lane, Suite A, Reno, Nv 89502





WASHOE COUNTY
COMMUNITY SERVICES DEPARTMENT
Engineering and Capital Projects

1001 EAST 9TH STREET
RENO, NEVADA 89512
PHONE (775) 328-3600
FAX (775) 328-3699

INTEROFFICE MEMORANDUM

PARCEL MAP REVIEW

DATE: March 11, 2020

TO: Roger Pelham, Senior Planner - Department of Community Services

FROM: Wayne Handrock, PLS, Engineering and Capital Projects Division

SUBJECT: *Parcel Map for: MHC 70*
Parcel Map Case No.: WTPM20-0001
APN: 046-080-42
Review Date: March 11, 2020

The Engineering and Capital Projects Division has reviewed the subject parcel map and the following conditions must be successfully completed prior to final approval of this application by the Division.

1. Comply with the conditions of the Washoe County technical check for this map.
2. Add the FEMA floodplains to the map.
3. Add the following note to the map: Any structures within a FEMA flood zone must comply with the Washoe County Development Code Article 416.
4. All boundary corners must be set.
5. Add the following note to the map: "All properties, regardless if they are located within or outside of a FEMA designated flood zone, may be subject to flooding. The property owner is required to maintain all drainage easements and natural drainages and not perform or allow unpermitted and unapproved modifications to the property that may have detrimental impacts to surrounding properties."



WASHOE COUNTY

COMMUNITY SERVICES DEPARTMENT

Regional Parks and Open Space

1001 EAST 9TH STREET
 RENO, NEVADA 89520-0027
 PHONE (775) 328-3600
 FAX (775) 328.3699

TO: Roger Pelham, Senior Planner

FROM: Sophia Kirschenman, Park Planner

DATE: March 11, 2020

SUBJECT: Tentative Parcel Map Case Number WTPM20-0001 (MHC 70)



I have reviewed WTPM20-0001 on behalf of Washoe County Regional Parks and Open Space (Parks) and prepared the following comments.

The proposed tentative parcel map would divide a ±35.73-acre parcel into two parcels of ±25.73 acres and ±10 acres in size. The subject site is located at the north end of Washoe Lake in Washoe Valley and is directly adjacent to an existing Washoe County Parks property (currently identified as APN 046-080-01 and known as the Stone property). The Stone property was acquired in 2008 utilizing State Question



One and Washoe County Regional Parks, Trails and Open Space bond funds with the intent to construct a trailhead on the site. That trailhead has yet to be constructed, but is still identified as a priority in both the South Valleys Area Plan and the Washoe Valley Corridor Management Plan (WVCMP). The maps in these two plans show a trail that would begin at this trailhead location and then meander north through Washoe Canyon along Steamboat Creek, ultimately terminating at the proposed O'Brien Trailhead on APN 045-310-67. This trail would then connect to the Galena Creek trail system. A key portion of the proposed trail would traverse the applicant's property.

In addition to the proposed recreational amenities, Washoe Canyon also functions as a critical winter mule deer habitat area, as shown in the Conservation Element of Washoe County's Master Plan. A

Photo of this historic V&T Railroad corridor in Washoe Valley.

area, including a variety of the subject site is home to the historic Virginia and Truckee (V&T) Railroad corridor (also identified in the WVCMP). This section of the railroad was completed in 1872 and connected Carson City to Reno, through Washoe City and Steamboat Springs. One of the goals identified in the WVCMP is the preservation of Washoe Canyon and the historic V&T corridor as it provides high cultural, scenic and recreational value.

number of other species have also been known to frequent this nesting birds. Finally, a portion of

Conditions of Approval:

1. Due to the significance of the V&T corridor in our community along with the Washoe Canyon's high habitat and recreation values, Washoe County Parks is requesting that the applicant offer to dedicate a portion of APN 046-080-42 to the County. The exact alignment should be developed in consultation with Parks staff, but a rough outline of the requested property is



Memo to: Roger Pelham
Subject: WTPM20-0001
Date: March 11, 2020
Page: 2

shown on the attached map. Additionally, Parks would like to note that the requested area is constrained by steep slopes and a significant hydrologic resource, and would therefore be largely undevelopable. By dedicating this portion of the property, the applicant would not only be serving the community and protecting an important resource area, but would also receive a tax benefit by relinquishing property with little development potential.

2. If the applicant does not wish to dedicate the section of Washoe Canyon on the applicant's property, Parks shall require a 30-foot-wide, relocatable trail easement along the west side of Steamboat Creek.





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

February 25, 2020

FR: Chrono/PL 181-20

Mr. Roger Pelham, Senior Planner
Community Services Department
Washoe County
PO Box 11130
Reno, NV 89520

RE: **WTPM20-0001 (MHC-70)**

Dear Mr. Pelham,

The Regional Transportation Commission (RTC) has reviewed this request for a tentative parcel map to divide one parcel of approximately 35.73 acres into two parcels of approximately 25.73 acres and approximately 10.0 acres.

The 2040 Regional Transportation Plan (RTP) identifies Old US 395 as an arterial with moderate-access control. To maintain arterial capacity, the following RTP access management standards need to be adhered to:

| Access Management Standards-Arterials ¹ and Collectors | | | | | | | |
|---|---------------|---|----------------------------------|---|--|---------------------------------|-------------------------------|
| Access Management Class | Posted Speeds | Signals Per Mile and Spacing ² | Median Type | Left From Major Street? (Spacing from signal) | Left From Minor Street or Driveway? | Right Decel Lanes at Driveways? | Driveway Spacing ³ |
| Moderate Access Control | 40-45 mph | 3 or less Minimum spacing 1500 feet | Raised or painted w/turn pockets | Yes 500 ft. minimum | No, on 6 or 8-lane roadways w/o signal | Yes ⁴ | 200 ft./300 ft. |

¹ On-street parking shall not be allowed on any new arterials. Elimination of existing on-street parking shall be considered a priority for major and minor arterials operating at or below the policy level of service.

² Minimum signal spacing is for planning purposes only; additional analysis must be made of proposed new signals in the context of planned signalized intersections, and other relevant factors impacting corridor level of service.

³ Minimum spacing from signalized intersections/spacing other driveways.

⁴ If there are more than 60 inbound, right-turn movements during the peak-hour.

The policy Level of Service (LOS) standard for Old US 395 is LOS D. Policy LOS for intersections shall be designed to provide a level of service consistent with maintaining the policy level of service of the intersecting corridor. This project should be required to meet all the conditions necessary to complete road improvements to maintain policy LOS standards.

Since there is no development proposed with this application, RTC has no additional comments at this time. Once a development proposal is made, review of new access spacing and development of new traffic model runs based on the proposed development may be necessary to determine the impacts to the Regional Road System (RRS).

RTC Board: Bob Lucey (Chairman) • Neoma Jordan (Vice Chair) • Vaughn Hartung • Oscar Delgado • Ron Smith
PO Box 30002, Reno, NV 89520 • 1105 Terminal Way, Reno, NV 89502 • 775-348-0400 • rtcwashoe.com

The RTP, the RTC Bicycle/Pedestrian Master Plan and the Nevada Department of Transportation Pedestrian Safety Action Plan, all indicate that new development and re-development will be encouraged to construct pedestrian and bicycle facilities, internal and/or adjacent to the development, within the regional road system. In addition, these plans recommend that the applicant be required to design and construct any sidewalks along the frontage of the property in conformance with the stated ADA specifications.

Thank you for the opportunity to comment on this application. Please feel free to contact me at 775-332-0174 or email me at rkapuler@rtcwashoe.com if, you have any questions or comments.

Sincerely,



Rebecca Kapuler
Senior Planner

Daniel Doenges, Regional Transportation Commission
Mark Maloney, Regional Transportation Commission
Julie Masterpool, Regional Transportation Commission
Tina Wu, Regional Transportation Commission
Scott Miklos, Regional Transportation Commission
Brian Stewart, Regional Transportation Commission



WASHOE COUNTY
COMMUNITY SERVICES
INTEGRITY COMMUNICATION SERVICE

P.O. Box 11130
 Reno, Nevada 89520 0027
 Phone: (775) 328 3600
 Fax: (775) 328 3699

February 27, 2020

TO: Roger D. Pelham, MPA, Senior Planner, CSD, Planning & Development Division
FROM: Vahid Behmaram, Water Management Planner Coordinator, CSD
SUBJECT: Tentative Parcel Map Case Number WTPM20-0001 (MHC 70)

Project description:

The applicant is to approve a tentative parcel map to divide one parcel of approximately 35.73 acres into two parcels of approximately 25.73 acres and approximately 10.0 acres.

Project located at 205 US Highway 395 South, north of its intersection with Old Washoe Drive, Assessor's Parcel Number: 046-080-42.

The Community Services Department (CSD) recommends approval of this project with the following Water Rights comments & conditions:

Conditions: There are no conditions for dedication of water rights prior to approval of this parcel map. This is due to the strict commercial nature of the newly created vacant 25 acre parcel and the ambiguity regards water demand associated with said future commercial project.

However, the map shall include a note indicating that water rights requirements are to be addressed as part of a future Special Use Permit or Building Permit process.

"Conditions for the dedication of necessary water rights in support of the future commercial project on the newly created vacant parcel will be formulated and applied as part of and prior to approval of any Building Permit or Special Use Permit processes."

Comments: Municipal water service is currently available across US Highway 395, within the Old Washoe Estates. Municipal water service is also available on the North side of the US Highway 395, further to the South and West of APN 046-080-42. The source of future water service to the newly created 25 acre vacant parcel will be determined at a later date, based on the proximity of municipal water system to the proposed commercial project.



**MHC 70 (NEVADA PORTFOLIO NV), LLC,
A DELAWARE LIMITED LIABILITY COMPANY**
Application to Washoe County for a:
Tentative Parcel Map

Prepared by:



Ryan Cook, PLS, WRS, CFedS

VP & Surveying Department Manager

Summit Engineering Corp.

5405 Mae Anne Avenue

(775)747-8550

Fax 747-8559

www.summitnv.com

Prepared for:

MHC 70 (Nevada Portfolio NV), LLC,
A Delaware Limited Liability Company

41 Flatbush Ave, Suite 3c,

Brooklyn, New York, 11217

929-398-5152

February 18, 2020

ITEM 1

FEES

TENTATIVE PARCEL MAP

MHC 70 (NEVADA PORTFOLIO NV), LLC, A DELAWARE
LIMITED LIABILITY COMPANY



5405 Mae Anne Ave
Reno, Nv 89523
(775) 747-8550
www.summitnv.com

ITEM 2
DEVELOPMENT APPLICATION

TENTATIVE PARCEL MAP
MHC 70 (NEVADA PORTFOLIO NV), LLC, A DELAWARE
LIMITED LIABILITY COMPANY



5405 Mae Anne Ave
Reno, Nv 89523
(775) 747-8550
www.summitnv.com

Washoe County Development Application

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

| | | | |
|--|-----------------|---------------------------------------|-----------------|
| Project Information | | Staff Assigned Case No.: _____ | |
| Project Name: Parcel Map for MHC 70 (Nevada Portofolio NV), LLC, a Delaware Limited Liability Company | | | |
| Project Description: To split the Parcel of Deed of Combination Document No. 2598306, into two different parcels. | | | |
| Project Address: 205 US Highway 395 South | | | |
| Project Area (acres or square feet): 35.73 Acres | | | |
| Project Location (with point of reference to major cross streets AND area locator): At the intersection of Old Washoe Drive and Highway 395 | | | |
| Assessor's Parcel No.(s): | Parcel Acreage: | Assessor's Parcel No.(s): | Parcel Acreage: |
| 046-080-42 | 35.73 | | |
| Indicate any previous Washoe County approvals associated with this application: Case No.(s). | | | |
| Applicant Information (attach additional sheets if necessary) | | | |
| Property Owner: | | Professional Consultant: | |
| Name: MHC 70 (Nevada Portofolio NV), LLC | | Name: Ryan Cook | |
| Address: 41 Flatbush Avenue, Suite 3c | | Address: 5405 Mae Anne Ave. | |
| Brooklyn, New York | Zip: | Reno, Nevada | Zip: 89523 |
| Phone: 801-514-9015 | Fax: | Phone: 775-787-4316 | Fax: 747-8559 |
| Email: john@hardygc.com | | Email: ryan@summitnv.com | |
| Cell: N/A | Other: N/A | Cell: 775-223-7432 | Other: |
| Contact Person: John Hardy | | Contact Person: Ryan Cook | |
| Applicant/Developer: | | Other Persons to be Contacted: | |
| Name: MHC 70 (Nevada Portofolio NV), LLC | | Name: N/A | |
| Address: 41 Flatbush Avenue, Suite 3c | | Address: N/A | |
| Brooklyn, New York | Zip: 11217 | N/A | Zip: N/A |
| Phone: 801-514-9015 | Fax: N/A | Phone: N/A | Fax: N/A |
| Email: john@hardygc.com | | Email: N/A | |
| Cell: N/A | Other: N/A | Cell: N/A | Other: N/A |
| Contact Person: John Hardy | | Contact Person: N/A | |
| For Office Use Only | | | |
| Date Received: | Initial: | Planning Area: | |
| County Commission District: | | Master Plan Designation(s): | |
| CAB(s): | | Regulatory Zoning(s): | |

ITEM 3
OWNER AFFIDAVIT

TENTATIVE PARCEL MAP
MHC 70 (NEVADA PORTFOLIO NV), LLC, A DELAWARE
LIMITED LIABILITY COMPANY



5405 Mae Anne Ave
Reno, Nv 89523
(775) 747-8550
www.summitnv.com

Property Owner Affidavit

Applicant Name: MHC 70, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

STATE OF NEVADA)
)
COUNTY OF WASHOE)

I, Elizabeth Raun Schlesinger
(please print name)

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

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

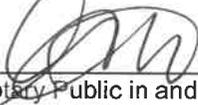
Assessor Parcel Number(s): 046-080-42

Printed Name Elizabeth Raun Schlesinger

Signed 

Address 41 Flatbush Ave. Ste 3C
BROOKLYN, NY 11217

Subscribed and sworn to before me this
14th day of February, 2020.


Notary Public in and for said county and state

My commission expires: January 19, 2024

(Notary Stamp)
GISSELLE MEDINA
Notary Public - State of New York
No. 01ME6335688
Qualified in Queens County
My Commission Expires Jan. 19, 2024

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

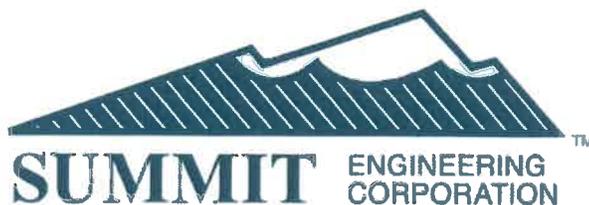
- Owner
- Corporate Officer/Partner (Provide copy of record document indicating authority to sign.)
- Power of Attorney (Provide copy of Power of Attorney.)
- Owner Agent (Provide notarized letter from property owner giving legal authority to agent.)
- Property Agent (Provide copy of record document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

ITEM 4

PROOF OF PROPERTY TAX PAYMENT

TENTATIVE PARCEL MAP

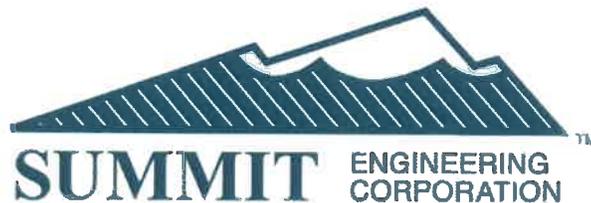
MHC 70 (NEVADA PORTFOLIO NV), LLC, A DELAWARE
LIMITED LIABILITY COMPANY



5405 Mae Anne Ave
Reno, Nv 89523
(775) 747-8550
www.summitnv.com

ITEM 5
APPLICATION MATERIALS

TENTATIVE PARCEL MAP
MHC 70 (NEVADA PORTFOLIO NV), LLC, A DELAWARE
LIMITED LIABILITY COMPANY



5405 Mae Anne Ave
Reno, Nv 89523
(775) 747-8550
www.summitnv.com

**Tentative Parcel Map Application
Supplemental Information**
(All required information may be separately attached)

1. What is the location (address or distance and direction from nearest intersection)?

At the intersection of Old Washoe Drive and Highway 395

- a. Please list the following:

| APN of Parcel | Land Use Designation | Existing Acres |
|---------------|----------------------|----------------|
| 046-080-42 | General Commercial | 35.73 |
| | | |

2. Please describe the existing conditions, structures, and uses located at the site:

Storage facility

3. What are the proposed lot standards?

| | Parcel 1 | Parcel 2 | Parcel 3 | Parcel 4 |
|----------------------------|----------|----------|----------|----------|
| Proposed Minimum Lot Area | 10.00 | 25.73 | | |
| Proposed Minimum Lot Width | 650' | 650' | | |

4. For parcel with split zoning what is the acreage/square footage of each zoning in the new parcels?

| | Parcel 1 | Parcel 2 | Parcel 3 | Parcel 4 |
|----------------------|----------|----------|----------|----------|
| Proposed Zoning Area | N/A | N/A | | |
| Proposed Zoning Area | | | | |

5. Was the parcel or lot that is proposed for division created (recorded) within the last 5 years? (If yes, public review of the parcel map will be required. See Planning and Building staff for additional materials that are required to be submitted.)

| | |
|------------------------------|--|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|------------------------------|--|

6. Utilities:

| | |
|---------------------------------|--|
| a. Sewer Service | Proposed on Parcel 1 and Existing septic on Parcel 2 |
| b. Electrical Service/Generator | NV Energy |
| c. Water Service | Well |

7. Please describe the source of the water facilities necessary to serve the proposed tentative parcel map:

- a. Water System Type:

| | | |
|--|--|--|
| <input checked="" type="checkbox"/> Individual wells | Proposed on Parcel 1 and Existing Well on Parcel 2 | |
| <input type="checkbox"/> Private water | Provider: | |
| <input type="checkbox"/> Public water | Provider: | |

b. Available:

| | | | |
|---|------------------------------------|------------------------------------|-----------------------------------|
| <input checked="" type="checkbox"/> Now | <input type="checkbox"/> 1-3 years | <input type="checkbox"/> 3-5 years | <input type="checkbox"/> 5+ years |
|---|------------------------------------|------------------------------------|-----------------------------------|

c. Washoe County Capital Improvements Program project?

| | |
|------------------------------|--|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|------------------------------|--|

8. What sewer services are necessary to accommodate the proposed tentative parcel map?

a. Sewage System Type:

| | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> Individual septic | Proposed on Parcel 1 through NDEP and Existing on Parcel 2 | | |
| <input type="checkbox"/> Public system | Provider: | | |

b. Available:

| | | | |
|---|------------------------------------|------------------------------------|-----------------------------------|
| <input checked="" type="checkbox"/> Now | <input type="checkbox"/> 1-3 years | <input type="checkbox"/> 3-5 years | <input type="checkbox"/> 5+ years |
|---|------------------------------------|------------------------------------|-----------------------------------|

c. Washoe County Capital Improvements Program project?

| | |
|------------------------------|--|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|------------------------------|--|

9. For most uses, the Washoe County Code, Chapter 110, Article 422, Water and Sewer Resource Requirements, requires the dedication of water rights to Washoe County when creating new parcels. Please indicate the type and quantity of water rights you have available should dedication be required:

| | | | |
|--------------------|-------|--------------------|-------|
| a. Permit # | 58922 | acre-feet per year | 1.135 |
| b. Certificate # | 7153 | acre-feet per year | 2.16 |
| c. Surface Claim # | N/A | acre-feet per year | N/A |
| d. Other, # | N/A | acre-feet per year | N/A |

a. Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources):

| |
|--|
| Washoe Valley Storage Limited Partnership and Jason Murry Trust Dated April 23, 2015 |
|--|

10. Does the property contain wetlands? (If yes, please attach a preliminary delineation map and describe the impact the proposal will have on the wetlands. Impacts to the wetlands may require a permit issued from the U.S. Army Corps of Engineers.)

| | | |
|------------------------------|--|---|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | If yes, include a separate set of attachments and maps. |
|------------------------------|--|---|

11. Does property contain slopes or hillsides in excess of 15 percent and/or significant ridgelines? (If yes, and this is the second parcel map dividing this property, Article 424, Hillside Development of the Washoe County Development Code will apply.)

| | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | If yes, include a separate set of attachments and maps. |
|------------------------------|-----------------------------|---|

12. Does property contain geologic hazards such as active faults; hillside or mountainous areas; is it subject to avalanches, landslides, or flash floods; is it near a water body, stream, Significant Hydrologic Resource as defined in Article 418, or riparian area such as the Truckee River, and/or an area of groundwater recharge

| | | |
|------------------------------|--|---|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | If yes, include a separate set of attachments and maps. |
|------------------------------|--|---|

13. Does the tentative parcel map involve common open space as defined in Article 408 of the Washoe County Development Code? (If so, please identify all proposed non-residential uses and all the open space parcels.)?

| | | |
|------------------------------|--|---|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | If yes, include a separate set of attachments and maps. |
|------------------------------|--|---|

14. If private roads are proposed, will the community be gated? If so, is a public trail system easement provided through the subdivision?

| |
|----|
| No |
|----|

15. Are there any applicable policies of the adopted area plan in which the project is located that require compliance? If so, which policies and how does the project comply.

| | | |
|------------------------------|--|---|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | If yes, include a separate set of attachments and maps. |
|------------------------------|--|---|

16. Are there any applicable area plan modifiers in the Development Code in which the project is located that require compliance? If so, which modifiers and how does the project comply?

| |
|----|
| No |
|----|

17. Is the project subject to Article 418, Significant Hydrologic Resources? If yes, please address Special Review Considerations within Section 110.418.30 in a separate attachment.

| | | |
|------------------------------|--|---|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | If yes, include a separate set of attachments and maps. |
|------------------------------|--|---|

Grading

Please complete the following additional questions if the project anticipates grading that involves: (1) Disturbed area exceeding twenty-five thousand (25,000) square feet not covered by streets, buildings and landscaping; (2) More than one thousand (1,000) cubic yards of earth to be imported and placed as fill in a special flood hazard area; (3) More than five thousand (5,000) cubic yards of earth to be imported and placed as fill; (4) More than one thousand (1,000) cubic yards to be excavated, whether or not the earth will be exported from the property; or (5) If a permanent earthen structure will be established over four and one-half (4.5) feet high. If your project exceeds any of the above criteria, you shall either provide a preliminary grading and roadway design plan for review OR if these criteria are exceeded with the final construction drawings and not disclosed at the Tentative Parcel Map Application, you shall be required to apply for a special use permit for grading and you will be delayed up to three months, if approved.

18. How many cubic yards of material are you proposing to excavate on site?

| |
|-----|
| N/A |
|-----|

19. How many cubic yards of material are you exporting or importing? If exporting of material is anticipated, where will the material be sent? If the disposal site is within unincorporated Washoe County, what measures will be taken for erosion control and revegetation at the site? If none, how are you balancing the work on-site?

N/A

20. Can the disturbed area be seen from off-site? If yes, from which directions, and which properties or roadways? What measures will be taken to mitigate their impacts?

N/A

21. What is the slope (Horizontal/Vertical) of the cut and fill areas proposed to be? What methods will be used to prevent erosion until the revegetation is established?

N/A

22. Are you planning any berms and, if so, how tall is the berm at its highest? How will it be stabilized and/or revegetated?

N/A

23. Are retaining walls going to be required? If so, how high will the walls be, will there be multiple walls with intervening terracing, and what is the wall construction (i.e. rockery, concrete, timber, manufactured block)? How will the visual impacts be mitigated?

N/A

24. Will the grading proposed require removal of any trees? If so, what species, how many, and of what size?

N/A

25. What type of revegetation seed mix are you planning to use and how many pounds per acre do you intend to broadcast? Will you use mulch and, if so, what type?

N/A

26. How are you providing temporary irrigation to the disturbed area?

| |
|-----|
| N/A |
|-----|

27. Have you reviewed the revegetation plan with the Washoe Storey Conservation District? If yes, have you incorporated their suggestions?

| |
|-----|
| N/A |
|-----|

28. Surveyor:

| | |
|--------------|------------------------------------|
| Name | Ryan Cook, PLS |
| Address | 5405 Mae Anne Ave., Reno, NV 89523 |
| Phone | 775-787-4325 |
| Cell | 775-223-7432 |
| E-mail | ryan@summitnv.com |
| Fax | 747-8559 |
| Nevada PLS # | 15224 |

ITEM 6
TITLE REPORT

TENTATIVE PARCEL MAP
MHC 70 (NEVADA PORTFOLIO NV), LLC, A DELAWARE
LIMITED LIABILITY COMPANY



5405 Mae Anne Ave
Reno, Nv 89523
(775) 747-8550
www.summitnv.com

This is a Pro Forma Policy, which provides no insurance coverage, furnished to or on behalf of the proposed insured. This pro forma does not reflect the present status or condition of title and is not a commitment to insure the estate or interest or to provide any affirmative coverage shown herein. Any commitment must be an expressly written undertaking issued on the appropriate forms of the Company. This Pro Forma Policy solely indicates the form and content of the Policy which the Company may issue if all necessary documents are furnished, all acts are performed, and all requirements set forth in the title commitment covering this property (or that may be required by underwriting) are met to the satisfaction of the Company.

stewart title®

STG DOWN DATE ENDORSEMENT PROFORMA ATTACHED TO POLICY NUMBER PROFORMA

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 19000150436B-O

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and prior endorsements, if any, nor does it increase the face amount thereof.

1. Schedule A of the Policy is amended in the following particulars:
 - a. The effective Date of Policy is hereby extended to: March * __, 2020.
2. Schedule B of the above Policy is hereby amended in the following particulars:
 - a. The following numbered exceptions are hereby deleted:
None.
 - b. The following numbered exceptions are hereby added:

No. 4 is hereby amended:

State, County and City Taxes for the fiscal period 2019 to 2020, a lien now due and payable in the total amount of \$21,397.61

1st installment of \$5,350.16 paid.

2nd installment of \$5,349.15 paid.

3rd installment of \$5,349.15 paid.

4th installment of \$5,349.15 unpaid, due and payable 1st Monday in March, not yet delinquent at date of policy.

State, County and City taxes for the fiscal period 2019 to 2020 in the total amount of \$21,397.61 are paid in full.

PARCEL NO.: 046-080-42 TAX DISTRICT: 4000 LOCATION:

No. 5 is hereby amended:

The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES. None due and payable at date of policy.

No. 6 is hereby amended:

The herein described property lies within the boundaries of the Washoe County Sewer and Water District / Truckee Meadows F.P.D. and is subject to any and all fees that may be due said District. None due and payable at date of policy

No. 7 is hereby amended:

Any Special Assessments which may be due and payable that are not assessed through the Washoe County Treasurers Office and are being billed by the entity where the parcel is located. None due and payable at date of policy.

This is a Pro Forma Policy, which provides no insurance coverage, furnished to or on behalf of the proposed insured. This pro forma does not reflect the present status or condition of title and is not a commitment to insure the estate or interest or to provide any affirmative coverage shown herein. Any commitment must be an expressly written undertaking issued on the appropriate forms of the Company. This Pro Forma Policy solely indicates the form and content of the Policy which the Company may issue if all necessary documents are furnished, all acts are performed, and all requirements set forth in the title commitment covering this property (or that may be required by underwriting) are met to the satisfaction of the Company.

This is a pro forma Endorsement, and is subject to SENIOR UNDERWRITING APPROVAL and provides NO INSURANCE COVERAGE, furnished to or on behalf of the proposed insured. This pro forma Endorsement does not reflect the present status or condition of title and is not a commitment to insure the estate or interest or to provide any affirmative coverage shown herein. Any commitment must be an express written undertaking issued on the appropriate forms of the Company. This pro forma Endorsement solely indicates the form and content of the Endorsement which the Company may issue if all necessary documents are furnished, all acts are performed, and all requirements are met to the satisfaction of the Company.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:


Authorized Countersignature





Matt Morris
President and CEO

Stewart Title Guaranty Company
929 Kings Highway E, – 3rd Floor,
Fairfield, CT 06825-5400
Agent ID:
Stewart Title Guaranty Company
Commercial Services (Las Vegas)
8215 South Eastern Ave., Suite 215
Las Vegas, NV 89123
Agent ID:



Denise Carraux
Secretary

**Endorsement
Serial No.**

PROFORMA

PROFORMA DOWN DATE ENDORSEMENT REQUIREMENTS

- A) Pay all taxes, charges, and assessments affecting the land that are due and payable.
- i. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES.
 - ii. The herein described property lies within the boundaries of the City and is subject to any and all fees that may be due said District.
 - iii. Any Special Assessments which may be due and payable that are not assessed through the County Treasurers Office and are being billed by the entity where the parcel is located.
 - iv. State, County and City Taxes for the fiscal period 2019 to 2020, a lien now due and payable in the total amount of \$21,397.61
PARCEL NO.: 046-080-42 TAX DISTRICT: 4000 LOCATION:
1st installment of \$5,350.16 paid.
2nd installment of \$5,349.15 paid.
3rd installment of \$5,349.15 paid.
4th installment of \$5,349.15 unpaid, due and payable 1st Monday in March, not yet delinquent at date of policy.
- B) REQUIREMENT – POLICY APPROVAL: The requirement that a request for approval to issue its Policy of Title Insurance be submitted and approved by an officer of Stewart Title Guaranty.
- C) REQUIREMENT – OWNERS AFFIDAVIT: As a condition to the issuance of the requested Policy of Title Insurance, we hereby request that we be furnished with a completed Owners Affidavit.
- D) REQUIREMENT – SURVEY CERTIFICATION – AFFIDAVIT OF NO CHANGE. The company will require a signed copy of the final survey and Affidavit of No Change prior to the close of escrow.
- E) After the review of all the required documents, the Company reserves the right to add additional items and/or make addition requirements prior to the issuance of any policy of title insurance.

END OF REQUIREMENTS AND NOTES

stewart title

ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:


Authorized Countersignature

Stewart Title Guaranty Company
929 Kings Highway E, - 3rd Floor,
Fairfield, CT 06825-5400
(888) 398-0555

Agent ID: 28M026

Stewart Title Guaranty Company
Commercial Services (Las Vegas)
8215 South Eastern Ave., Suite 215
Las Vegas, NV 89123
Agent ID: 28M026





Matt Morris
President and CEO



Denise Carraux
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No. 19000150436B-O

ALTA Owner's Policy 06-17-06

Page 1 of 4 of Policy Serial No.: O-9301-004812106

AMERICAN
LAND TITLE
ASSOCIATION



WTPM20-0001
EXHIBIT C

COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely; or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

CONDITIONS (Continued)

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

CONDITIONS (Continued)

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

SCHEDULE A

**Name and Address of
Title Insurance Company:**

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 19000150436B-O
Associated File No.: 19000150436B

Policy No.: O-9301-004812106

Address Reference: 205 US Highway 395 North, New Washoe City, NV 89704
(For Company Reference Purposes Only)

Amount of Insurance: \$4,025,000.00

Premium: \$9,727.00

Date of Policy: September 18, 2019 at 12:45:48 PM

1. Name of Insured:

MHC 70 (NEVADA PORTFOLIO NV) LLC, a Delaware limited liability company

2. The estate or interest in the Land that is insured by this policy is:

A fee as to Parcel I, and an easement as to Parcel II

3. Title is vested in:

MHC 70 (NEVADA PORTFOLIO NV) LLC, a Delaware limited liability company

4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO



EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein situated in the State of Nevada, County of Washoe, described as follows:

PARCEL I:

All that certain parcel of land situate within the Northwest Quarter (NW 1/4) of Section Twenty-Four (24), Township Seventeen North (T.17N.), Range Nineteen East (R.19 E.), M.D.M., Washoe County, Nevada, being more particularly described as follows:

Beginning at a found 3 1/2" Brass Cap Section corner, being the northwest corner of said Section as shown on Record of Survey Map No. 1146, recorded February 6, 1978, Official Records, Washoe County, Nevada, said point also being the northwest corner of this description; Thence South 88°28'50" East along the north line of said section, 1298.92 feet to the northeast corner of the northwest one-quarter of the northwest one-quarter of said Section 24; Thence South 01°04'28" West along the east line of said northwest one-quarter of the northwest one-quarter of said Section, a distance of 415.99 feet to a found 1/2 " rebar with a cap, stamped "O.E. INC PLS 3917", as shown on Record of Survey Map No. 2500, recorded November 3, 1992, Official Records, Washoe County, Nevada; Thence South 15°35'55" West, 538.84 feet to a found nail and tag set in concrete, stamped "O.E. INC PLS 3917" on the northerly right-of-way of U.S. Highway 395, said point lying fifty (50') feet from the "B" centerline of said Highway; Thence along the northerly lines of said Highway the following courses:

Along the arc of non-tangent curve, concave southeasterly, radial to a bearing of South 31°59'48" East, having a radius of 1550.00 feet, through a central angle of 01°17'11", a distance of 34.80 feet;

South 56°43'01" West, 561.87 feet;

South 63°49'25" West, 11.61 feet to an angle point of said right-of-way, said point being (40') feet from the "B" centerline of said Highway;

South 56°43'01" West, 401.17 feet;

Thence leaving said northerly line of said Highway North 14°27'24" East, 162.35 feet;

Thence North 83°47'59" West 394.92 feet to a found 1 3/4" drill steel, being the southwest corner of the northwest one-quarter of the northwest one-quarter of said Section 24 as shown on said Record of Survey Map No. 1146;

Thence North 01°18'41" East along said Section line a distance 1322.21 feet to said POINT OF BEGINNING.

Said land is also shown on Record of Survey Map No. 3981, filed in the office of the County Recorder of Washoe County, State of Nevada, on September 21, 2001, as file No. 2598307, Official Records.

(Pursuant to NRS 111.312, the above legal description previously appeared in that certain Grant, Bargain and Sale Deed, recorded July 12, 2012 as Document No. 4130670 of Official Records)

PARCEL II:

A perpetual easement for an 8" water pipeline and associated valve boxes or vaults and access to maintain and repair same, granted in and subject to the terms in that Grant of Easement Agreement dated May 1, 2016 and recorded May 4, 2019 as Document No. 4586152, Official Records Washoe County Recorder.

APN: 046-080-42



SCHEDULE B

File No.: 19000150436B-O

Policy No.: O-9301-004812106

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records, proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. (a) unpatented mining claims, (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. State, County and City Taxes for the fiscal period 2019 to 2020, a lien now due and payable in the total amount of \$21,397.61
 PARCEL NO.: 046-080-42 TAX DISTRICT: 4000 LOCATION:
 1st installment of \$5,350.16 paid.
 2nd installment of \$5,349.15 unpaid, due and payable 1st Monday in October, not yet delinquent at date of policy.
 3rd installment of \$5,349.15 unpaid, due and payable 1st Monday in January, not yet delinquent at date of policy.
 4th installment of \$5,349.15 unpaid, due and payable 1st Monday in March, not yet delinquent at date of policy.
5. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES. None due and payable at date of policy subject to any re-assessments.
6. The herein described property lies within the boundaries of the Washoe County Sewer and Water District / Truckee Meadows F.P.D. and is subject to any and all fees that may be due said District. None due and payable at date of policy.
7. Any Special Assessments which may be due and payable that are not assessed through the Washoe County Treasurers Office and are being billed by the entity where the parcel is located. None due and payable at date of policy.
8. Any portion of the land within the lines of Public Roads as now established, as shown on the ALTA/NSPS Land Title Survey performed by Buckley D. Blew PLS No. 24520 for Blew & Associates, P.A., dated July 10, 2019, last dated September 12, 2019 as Job No. 09-06-0494-002 ("Survey").
9. EASEMENT: Grant of easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.
 In Favor Of : Sierra Pacific Power Company
 For : overhead electric distribution and communication and incidental purposes
 Recorded : June 26, 2000
 Document No. : 2458886, of Official Records, as shown on the ALTA/NSPS Land Title Survey



SCHEDULE B

performed by Buckley D. Blew PLS No. 24520 for Blew & Associates, P.A., dated July 10, 2019, last dated September 12, 2019 as Job No. 09-06-0494-002.

10. EASEMENT: Grant of easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of : Sierra Pacific Power Company
For : overhead electric distribution and communication and incidental purposes
Recorded : June 26, 2000
Document No. : 2458887, of Official Records, as shown on the ALTA/NSPS Land Title Survey performed by Buckley D. Blew PLS No. 24520 for Blew & Associates, P.A., dated July 10, 2019, last dated September 12, 2019 as Job No. 09-06-0494-002.

11. Intentionally deleted.

12. Intentionally deleted.

13. Intentionally deleted.

14. Intentionally deleted.

15. Intentionally deleted.

16. Intentionally deleted.

17. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of : Sierra Pacific Power Company, a Nevada corporation d/b/a NV Energy
For : distribution and transmission of electricity
Recorded : April 4, 2014
Document No. : 4341891, of Official Records, as shown on Survey.

18. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled "Grant of Easement Agreement", by and between Reeves Business Ventures Inc, a Nevada corporation and Washoe Valley Storage limited partnership, a Nevada limited partnership, for and dated May 1, 2016, recorded May 4, 2016 as Document No. 4586152 of Official Records, as shown on Survey.

AFFECTS THE HEREIN DESCRIBED AND OTHER PROPERTY

19. Intentionally deleted.

20. The rights of tenants in possession as tenants only under any written unrecorded storage leases, currently in effect, with no purchase options or rights of first refusal.

21. Intentionally deleted.

22. Intentionally deleted.

23. Intentionally deleted.

24. Intentionally deleted.

25. Intentionally deleted.



SCHEDULE B

26. **DEED OF TRUST:** A Deed of Trust to secure an indebtedness of the amount stated herein, and any other amounts payable under the terms thereof.

Dated : September 12, 2019
Amount : \$405,361,000.00
Trustor : MHC 70 (NEVADA PORTFOLIO NV) LLC, a Delaware limited liability company
Trustee : STEWART TITLE GUARANTY COMPANY
Beneficiary : JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
Recorded : September 18, 2019
Document No. : 4952941, of Official Records.

27. **FINANCING STATEMENT:** The effect of a Financing Statement to secure an indebtedness of the amount stated herein and any other amounts as may become due under the terms and subject to the terms, covenants, conditions and requirements as contained and imposed therein.

Debtor : MHC 70 (NEVADA PORTFOLIO NV) LLC and MHC Master TRS LLC
Secured Party : JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
Recorded : September 18, 2019
Document No. : 4952942, of Official Records

End of Exceptions



ITEM 7

24"X36" NON-COLOR DISPLAY MAP

ATTACHED AS LAST PAGE OF PACKET

TENTATIVE PARCEL MAP

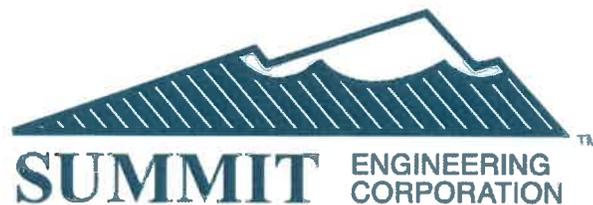
MHC 70 (NEVADA PORTFOLIO NV), LLC, A DELAWARE
LIMITED LIABILITY COMPANY



5405 Mae Anne Ave
Reno, Nv 89523
(775) 747-8550
www.summitnv.com

ITEM 8
SUPPORTING INFORMATION

TENTATIVE PARCEL MAP
MHC 70 (NEVADA PORTFOLIO NV), LLC, A DELAWARE
LIMITED LIABILITY COMPANY



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205 US HIGHWAY 395 S

APN: 046-000-42
Owner: MHC 70 LLC

Parcel/Area via Information Found (1)

Corporate Area: WASHOE COUNTY
Zip Code: 89704

Voter Precinct: 8273
Land use: 400

Land Zoning: GC
Utility: Water, Well, Sewer, Septic

Square Ft.: 72880
Acreage: 35.73

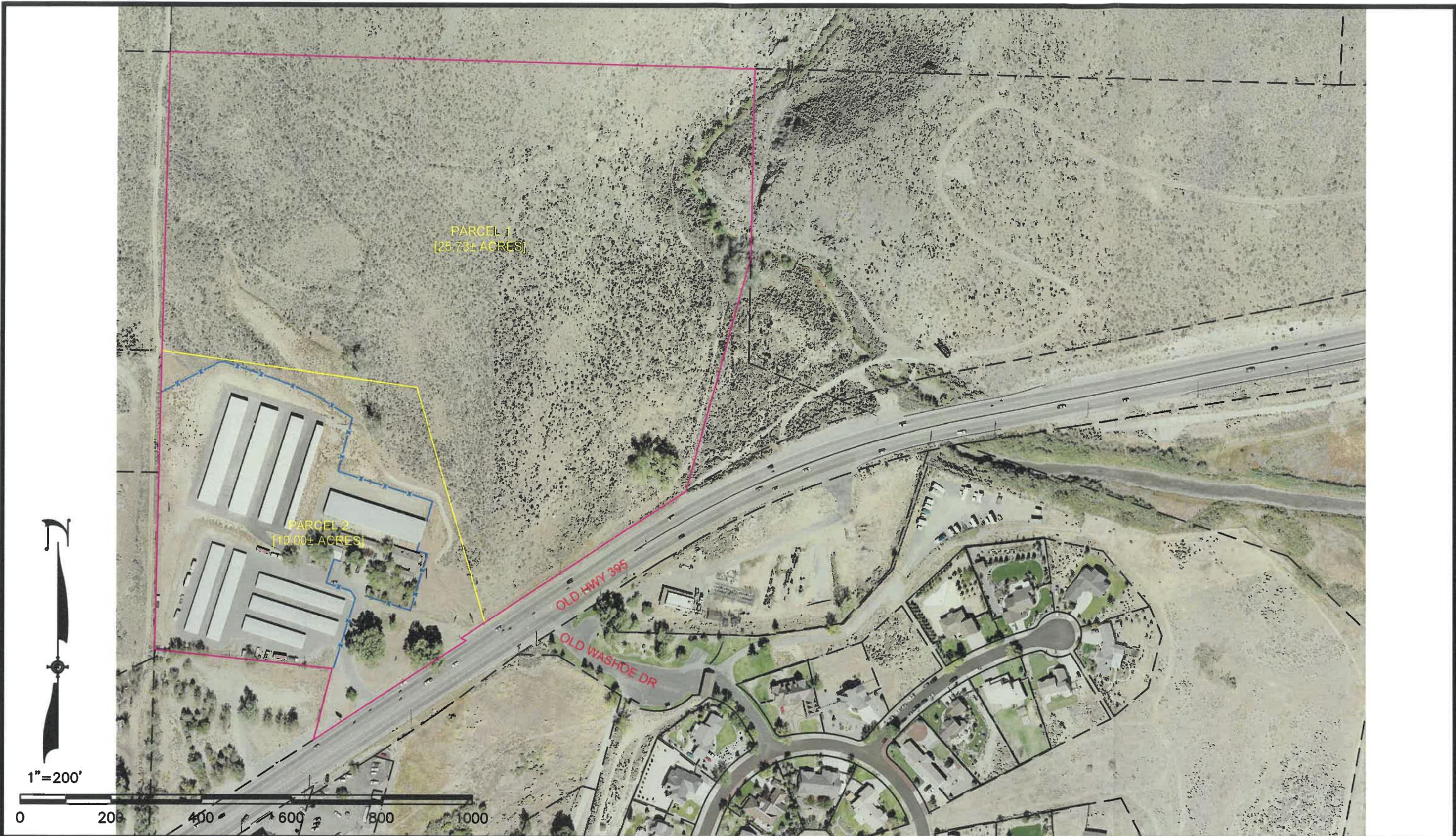
Tax District: 4000
Total Assessment: 726902

Bedrooms: 0
Baths: 1

Year Built: 1982
Subdivision: UNSPECIFIED

Neighborhood: IAFQ

Related Parcel Information
Title Information
Google Street View
Related Documents



1"=200'



| | |
|---|------------------------|
| SCALE: 1"=200' | DESIGNED BY: RGC |
| JOB #: 30968 | CHECKED BY: RGC |
| Copyright SUMMIT ENG 2020 | DRAWN BY: kconstantine |
| N:\DWGS\J30968_WashoeCityPM\WashoeCityPM.DWG ~ 10:43 AM * 12-FEB-2020 | |

205 HWY 395, NEW WASHOE CITY
 PROPOSED PARCELS
 2/13/2020

SHEET
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 OF
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WTPM20-0001
 EXHIBIT C

PRELIMINARY, FOR REVIEW ONLY

TENTATIVE PARCEL MAP FOR MHC 70 (NEVADA PORTFOLIO NV), LLC, A DELAWARE LIMITED LIABILITY COMPANY

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, MHC 70 (NEVADA PORTFOLIO NV), LLC, A DELAWARE LIMITED LIABILITY COMPANY, IS THE OWNER OF THE 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 PRIVATE RECIPROCAL ACCESS, DRAINAGE, TRAFFIC CONTROL, SIGNAGE, SIDEWALK, FLOWED SNOW STORAGE, AND PUBLIC UTILITY EASEMENTS SHOWN AND NOTED HEREON ARE HEREBY GRANTED, TOGETHER WITH THE RIGHT OF INGRESS THERETO AND EGRESS THEREFROM FOREVER. THE EASEMENTS SHOWN & NOTED HEREON ARE HEREBY GRANTED TO WASHOE COUNTY. THE OWNERS AND ITS ASSIGNS AGREE TO THE USE OF RESIDENTIAL WATER METERS.

MHC 70 (NEVADA PORTFOLIO NV), LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE _____
ITS: _____

NOTARY PUBLIC CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 2020, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, IN SAID COUNTY, _____, WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE ABOVE INSTRUMENT, IN WITNESS WHEREOF, I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL THE DATE AND YEAR FIRST WRITTEN ABOVE.

NOTARY PUBLIC _____

SECURITY INTEREST HOLDERS CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, JP MORGAN CHASE BANK, NATIONAL ASSOCIATION, CONSENTS TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP BY SEPARATE

DOCUMENT BEING RECORDED AS DOCUMENT NO. _____ OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA (REFERENCE DEED OF TRUST RECORDED SEPTEMBER 18, 2019, AS DOCUMENT NO. 4952941).

TITLE COMPANY CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT MHC 70 (NEVADA PORTFOLIO NV), LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWN OF RECORD AN INTEREST IN THE LANDS DELINEATED HEREON AND THAT THEY ARE THE ONLY OWNERS OF RECORD OF SAID LAND; THAT ALL THE OWNERS OF RECORD OF THE LAND HAVE SIGNED THE FINAL MAP; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LAND TO BE DIVIDED; AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE COMMON INTEREST COMMUNITY FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS, AND THAT A GUARANTEE

DATED _____, 2020, FOR THE BENEFIT OF THE COUNTY OF WASHOE, STATE OF NEVADA, HAS BEEN ISSUED WITH REGARD TO ALL OF THE ABOVE.

STEWART TITLE INSURANCE COMPANY

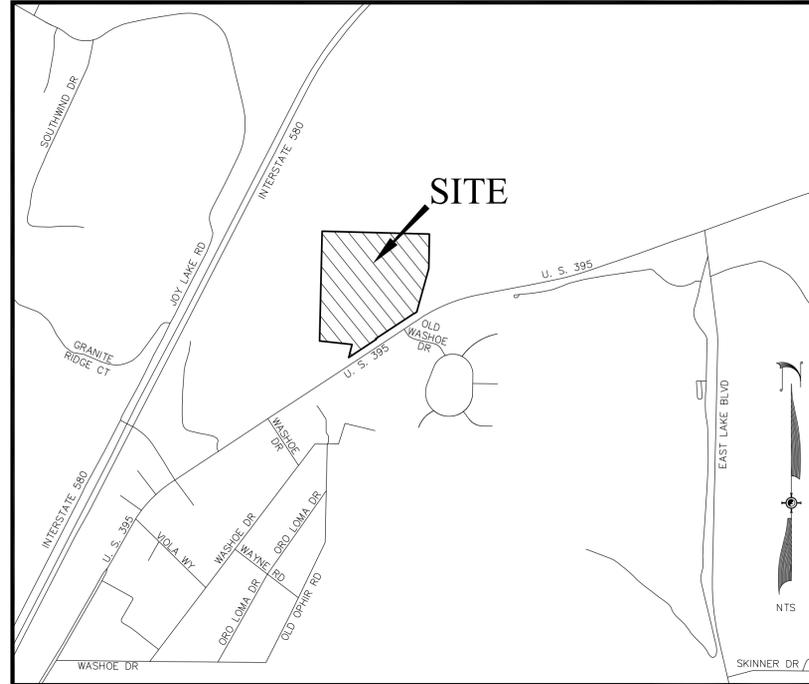
BY: _____ DATE _____
TITLE: _____

DIRECTOR OF PLANNING AND BUILDING CERTIFICATE

THE FINAL PARCEL MAP CASE NO. _____ MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP AND ITS CONDITIONS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, AND THOSE CONDITIONS HAVE BEEN SATISFIED FOR RECORDATION OF THIS MAP. THE OFFER(S) OF DEDICATION IS (ARE) REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NEVADA REVISED STATUTES CHAPTER 278.

THIS FINAL MAP IS APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2020, BY THE DIRECTOR OF PLANNING AND BUILDING OF WASHOE COUNTY, NEVADA, IN ACCORDANCE WITH NEVADA REVISED STATUTES 278.471 THROUGH 278.4725.

MOIRA HAUENSTEIN
DIRECTOR PLANNING AND BUILDING DIVISION



VICINITY MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION

I, RYAN G. COOK, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, DO HEREBY CERTIFY:

- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY SUPERVISION AT THE INSTANCE OF MHC 70, LLC, A DELAWARE LIMITED LIABILITY COMPANY.
- THE LAND SURVEYED LIES WITHIN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 19 EAST, M.D.M., WASHOE COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON _____, 2020.
- THIS PLAT COMPLIES WITH APPLICABLE STATE 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 DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.



RYAN G. COOK _____ NEVADA P.L.S. 15224

WATER AND SEWER RESOURCE REQUIREMENTS CERTIFICATE

THE PROJECT/DEVELOPMENT DEPICTED ON THIS MAP IS IN CONFORMANCE WITH THE PROVISIONS OF ARTICLE 422 OF THE WASHOE COUNTY DEVELOPMENT CODE (CHAPTER 110).

WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT _____ DATE _____

UTILITY COMPANIES CERTIFICATE

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED, AND APPROVED BY THE UNDERSIGNED CABLE TV AND PUBLIC UTILITY COMPANIES AND TRUCKEE MEADOWS WATER AUTHORITY.

WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT _____ DATE _____
BY: _____
TITLE: _____

SIERRA PACIFIC POWER COMPANY DBA NV ENERGY _____ DATE _____
BY: _____
TITLE: _____

NEVADA BELL TELEPHONE COMPANY DBA AT&T NEVADA _____ DATE _____
BY: _____
TITLE: _____

TRUCKEE MEADOWS WATER AUTHORITY _____ DATE _____
BY: _____
TITLE: _____

CHARTER COMMUNICATIONS _____ DATE _____
BY: _____
TITLE: _____

TAX CERTIFICATE

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.

APN 046-080-42

WASHOE COUNTY TREASURER _____ DATE _____

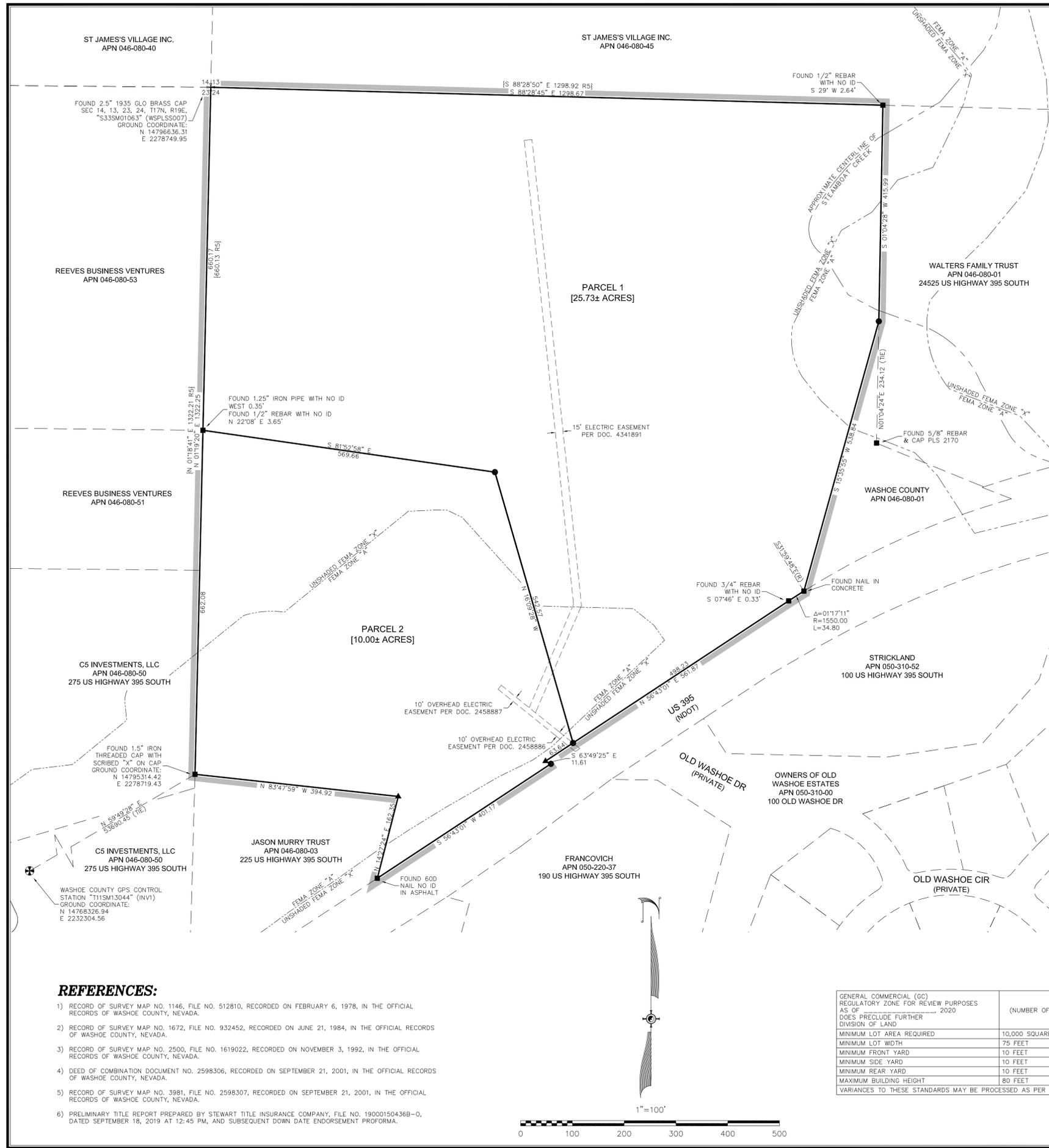
DISTRICT BOARD OF HEALTH CERTIFICATE

THIS MAP IS APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY FACILITIES. THIS MAP HAS BEEN FOUND TO MEET ALL APPLICABLE REQUIREMENTS AND PROVISIONS OF THE ENVIRONMENTAL HEALTH SERVICES DIVISION OF THE WASHOE COUNTY HEALTH DISTRICT.

FOR THE DISTRICT BOARD OF HEALTH _____ DATE _____

| | | | | | |
|--|--|-------|---|----|---|
| <p>FILE NO. _____ FEE: \$ _____ FILED FOR RECORD AT THE REQUEST OF SUMMIT ENGINEERING CORPORATION ON THIS _____ DAY OF _____, 2020, AT _____ MINUTES PAST _____ O'CLOCK _____ OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA COUNTY RECORDER _____ BY: _____ DEPUTY</p> | <p>TENTATIVE PARCEL MAP FOR MHC 70 (NEVADA PORTFOLIO NV), LLC A DELAWARE LIMITED LIABILITY COMPANY A DIVISION OF EXHIBIT "C" OF DEED OF COMBINATION DOCUMENT NO. 2598306, LOCATED WITHIN A PORTION OF THE NORTHWEST 1/4 OF SECTION 24, T17N, R19E, MDM WASHOE COUNTY NEVADA <small>N:\DWGS\30968_WashoeCity\PM\WashoeCityPM.DWG ~ 8:16 AM • 18-FEB-2020</small></p> <div style="text-align: right;"> SUMMIT ENGINEERING CORPORATION <small>5405 MAE ANNE AVENUE, RENO, NV 89523 PH(775) 747-8550 FAX(775) 747-8559</small> </div> | | | | |
| <table border="1" style="border-collapse: collapse;"> <tr> <td style="padding: 2px;">SHEET</td> <td style="text-align: center; padding: 2px;">1</td> </tr> <tr> <td style="padding: 2px;">OF</td> <td style="text-align: center; padding: 2px;">2</td> </tr> </table> | | SHEET | 1 | OF | 2 |
| SHEET | 1 | | | | |
| OF | 2 | | | | |

PRELIMINARY, FOR REVIEW ONLY



NOTES:

- 1) PUBLIC UTILITY EASEMENTS, DITCH EASEMENTS, AND PRIVATE DRAINAGE EASEMENTS WITHIN EACH PARCEL ARE AS FOLLOWS: 10 FEET COINCIDENT WITH ALL EXTERIOR LOT LINES AND 10 FEET CENTERED ABOUT ALL INTERIOR LOT LINES.
- 2) THE PUBLIC UTILITY EASEMENTS SHOWN AND NOTED ON THIS PLAT INCLUDE USE FOR THE INSTALLATION AND MAINTENANCE OF CABLE TELEVISION AND TRUCKEE MEADOWS WATER AUTHORITY FACILITIES.
- 3) 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 OTHER PARCELS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME, AND THE UTILITY AND CABLE TV COMPANIES.
- 4) NO HABITABLE STRUCTURES SHALL BE LOCATED ON A FAULT THAT HAS BEEN ACTIVE DURING THE HOLOCENE EPOCH OF GEOLOGIC TIME.
- 5) A 10.00 FOOT PUBLIC UTILITY, TRAFFIC CONTROL SIGNAGE, SIDEWALK, AND PLOWED SNOW STORAGE EASEMENT IS HEREBY GRANTED ADJACENT TO ALL STREET RIGHT OF WAYS. THE 10.00 FOOT PLOWED SNOW STORAGE EASEMENT IS FOR PLOWED SNOW FROM STREET RIGHT OF WAY ONLY.
- 6) THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF UNSHADED ZONE "X" AND ZONE "A", BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MA NO. 32031C3333G WITH A DATE OF MARCH 16, 2009, FOR COMMUNITY NO. 210327, IN WASHOE COUNTY, STATE OF NEVADA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 7) THE NATURAL DRAINAGE WILL NOT BE IMPEDED DURING THE IMPROVEMENT OF THESE PARCELS.
- 8) TOTAL NUMBER OF PARCELS = 2; TOTAL AREA = 35.73± ACRES.
- 9) WASHOE COUNTY WILL PRE-ASSIGN ADDRESSES TO BE RELEASED ONCE AN ASSESSOR'S PARCEL NUMBER HAS BEEN ESTABLISHED. IF STRUCTURE PLACEMENT DOES NOT REFLECT THE STREET ON WHICH THE PRE-ASSIGNED ADDRESS IS ISSUED, THE DEVELOPER WILL REQUEST A NEW ADDRESS PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- 10) ALL PROPERTIES, REGARDLESS IF THEY ARE LOCATED WITHIN OR OUTSIDE OF A FEMA DESIGNATED FLOOD ZONE, MAY BE SUBJECT TO FLOODING. THE PROPERTY OWNER IS REQUIRED TO MAINTAIN ALL DRAINAGE EASEMENTS AND NATURAL DRAINAGES AND NOT PERFORM OR ALLOW UNPERMITTED AND UNAPPROVED MODIFICATIONS TO THE PROPERTY THAT MAY HAVE DETRIMENTAL IMPACTS TO SURROUNDING PROPERTIES.
- 11) NATURAL DRAINAGE WILL NOT BE IMPEDED.
- 12) A SURFACE DRAINAGE EASEMENT IS HEREBY GRANTED ACROSS ALL PARCELS CREATED BY THIS MAP.
- 13) 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.
- 14) EACH PARCEL CREATED BY THIS MAP IS REQUIRED TO HAVE A SEPARATE WATER METER AND WATER SERVICE LINE. THE WATER PURVEYOR SHALL HAVE THE RIGHT TO INSTALL A WATER METER IN A PUBLIC UTILITY EASEMENT TO SERVE EACH PARCEL RESPECTIVELY.
- 15) A BLANKET EASEMENT OVER A PORTION OF PARCEL 1 AND PARCEL 2 DESCRIBED IN GRANT OF EASEMENT DOCUMENTS NO. 2492850, 2492851, & 2492852, TO REMAIN.

BASIS OF BEARINGS

NORTH AMERICAN DATUM OF 1983 AS BASED ON FEDERAL BASE NETWORK/COOPERATIVE BASE NETWORK OBSERVATIONS IN 1994 (AKA NAD83/94), NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE AND HOLDING THE WASHOE COUNTY PUBLISHED LATITUDE AND LONGITUDE OF 39°15'07.66312" NORTH AND 119° 58' 13.75235" WEST FOR REGIONAL GPS CORRS "NV1" (WASHOE COUNTY IDENTIFIER T11SM13044). A COMBINED GRID-TO-GROUND SCALE FACTOR OF 1.000197939 (NDOT) IS USED TO SCALE THE STATE PLANE GRID COORDINATES TO GROUND.

LEGEND

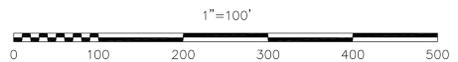
- FOUND MONUMENT AS NOTED
- ▲ FOUND 5/8" REBAR & CAP PLS 8661
- 5/8" REBAR PLS 15224 TO BE SET
- COMPUTED POINT; NOTHING FOUND OR SET
- 14,13
23,24 FOUND SECTION CORNER AS NOTED
- ⊕ GEODETIC CONTROL POINT AS NOTED
- ⋮ RECORD BEARING AND DISTANCE PER REFERENCE
- - - FEMA LIMITS PER NOTE 6



REFERENCES:

- 1) RECORD OF SURVEY MAP NO. 1146, FILE NO. 512810, RECORDED ON FEBRUARY 6, 1978, IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- 2) RECORD OF SURVEY MAP NO. 1672, FILE NO. 932452, RECORDED ON JUNE 21, 1984, IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- 3) RECORD OF SURVEY MAP NO. 2500, FILE NO. 1619022, RECORDED ON NOVEMBER 3, 1992, IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- 4) DEED OF COMBINATION DOCUMENT NO. 2598306, RECORDED ON SEPTEMBER 21, 2001, IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- 5) RECORD OF SURVEY MAP NO. 3981, FILE NO. 2598307, RECORDED ON SEPTEMBER 21, 2001, IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- 6) PRELIMINARY TITLE REPORT PREPARED BY STEWART TITLE INSURANCE COMPANY, FILE NO. 19000150436B-0, DATED SEPTEMBER 18, 2019 AT 12:45 PM, AND SUBSEQUENT DOWN DATE ENDORSEMENT PROFORMA.

| | |
|--|---|
| GENERAL COMMERCIAL (GC) REGULATORY ZONE FOR REVIEW PURPOSES AS OF _____, 2020 DOES PRECLUDE FURTHER DIVISION OF LAND | (NUMBER OF LOTS ON PARCEL MAP = 2 LOTS) |
| MINIMUM LOT AREA REQUIRED | 10,000 SQUARE FEET |
| MINIMUM LOT WIDTH | 75 FEET |
| MINIMUM FRONT YARD | 10 FEET |
| MINIMUM SIDE YARD | 10 FEET |
| MINIMUM REAR YARD | 10 FEET |
| MAXIMUM BUILDING HEIGHT | 80 FEET |
| VARIANCES TO THESE STANDARDS MAY BE PROCESSED AS PER WASHOE COUNTY CODE. | |



TENTATIVE PARCEL MAP
FOR
MHC 70 (NEVADA PORTFOLIO NV), LLC
A DELAWARE LIMITED LIABILITY COMPANY
A DIVISION OF EXHIBIT "C" OF DEED OF COMBINATION DOCUMENT NO. 2598306, LOCATED WITHIN A PORTION OF THE NORTHWEST 1/4 OF SECTION 24, T17N, R19E, MDM WASHOE COUNTY NEVADA

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| OF | 2 |

SUMMIT ENGINEERING CORPORATION
5405 MAE AVENUE, RENO, NV 89523 PH(775) 747-8550 FAX(775) 747-8559