



Planning Commission Staff Report

Meeting Date: June 4, 2024

Agenda Item: 8A

TENTATIVE SUBDIVISION MAP CASE NO:

WTM16-002 (Golden Mesa North)

BRIEF SUMMARY OF REQUEST:

Extension of Time Request for Tentative Subdivision Map Case Number WTM160-002

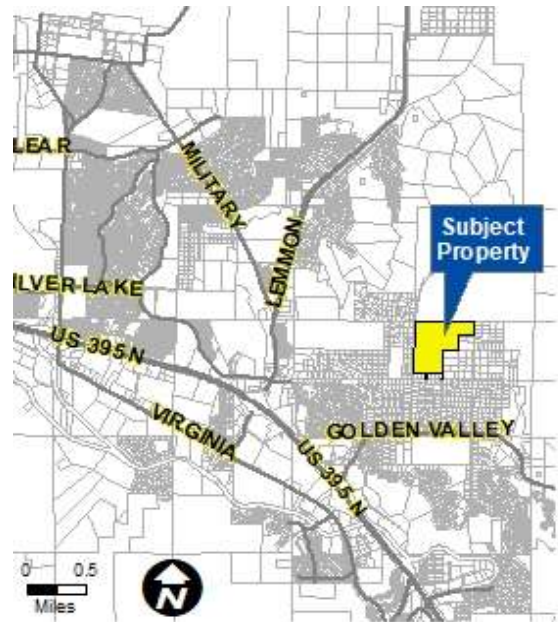
STAFF PLANNER:

Julee Olander, Planner
Phone: 775.328.3627
Email: jolander@washoecounty.gov

CASE DESCRIPTION

Extension of Time Request for Tentative Subdivision Map Case Number WTM16-002 (Golden Mesa North) – For hearing, discussion, and possible action to approve an extension of time for the approval of the subdivision, for two years, from May 20, 2024 until May 20, 2026. The subdivision was originally approved by the Planning Commission on March 7, 2017. The Planning Commission may grant an extension of not more than 2 years for the presentation of any final map after the 2-year period for presenting a successive final map has expired, in accordance with NRS 278.360(1)(c).

Applicant/Owner: JC Golden Mesa Ltd.
Location: North of Golden Valley Road and East of Estates Drive
APN: 552-050-01
Parcel Size: 99.5 acres
Master Plan: Suburban Residential (SR)
Regulatory Zone: ±9 acres Public Semi Public (PSP), ±95.5 acres Low Density Suburban (LDS) & ±2.98 acres General Rural (GR)
Area Plan: North Valleys
Development Code: Authorized in Article 608
Commission: 5 – Commissioner Herman
District:



Vicinity Map

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

POSSIBLE MOTION

I move that the Washoe County Planning Commission approve the two-year Extension of Time Request until May 20, 2026, for Tentative Subdivision Map Case Number WTM16-002 (Golden Mesa North), subject to the conditions of approval, having determined that the final map for TM16-005 has progressed in accordance with NRS 278.360, that the original findings remain valid, and that the circumstances have not appreciably changed since the original approval.

(Motion with Findings on Page 3)

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Extension of Time Application	Exhibit A
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Legal Provisions Governing Extensions of Tentative Subdivision Maps

Section 110.608.30 Expiration Date. If the subdivider fails to record a final map for any portion of the tentative map within the time required by NRS 278, all proceedings are terminated and a new application is required. The Planning Commission may grant extensions as allowed by NRS.

NRS 278.360 Requirements for presentation of final map or series of final maps; extensions of time.

1. Unless a longer time is provided in an agreement entered into pursuant to NRS 278.0201 or 278.350:
 - (a) Unless the time is extended, the subdivider shall present to the governing body, or the planning commission or the director of planning or other authorized person or agency if authorized to take final action by the governing body, within 4 years after the approval of a tentative map:
 - (1) A final map, prepared in accordance with the tentative map, for the entire area for which a tentative map has been approved; or
 - (2) The first of a series of final maps covering a portion of the approved tentative map. If the subdivider elects to present a successive map in a series of final maps, each covering a portion of the approved tentative map, the subdivider shall present to the governing body, or the planning commission or the director of planning or other authorized person or agency if authorized to take final action by the governing body, on or before the second anniversary of the date on which the subdivider recorded the first in the series of final maps:
 - (I) A final map, prepared in accordance with the tentative map, for the entire area for which the tentative map has been approved; or
 - (II) The next final map in the series of final maps covering a portion of the approved tentative map.

- (b) If the subdivider fails to comply with the provisions of paragraph (a), all proceedings concerning the subdivision are terminated.
 - (c) The governing body or planning commission may grant an extension of not more than 2 years for the presentation of any final map after the 2-year period for presenting a successive final map has expired.
2. If the subdivider is presenting in a timely manner a series of final maps, each covering a portion of the approved tentative map, no requirements other than those imposed on each of the final maps in the series may be placed on the map when an extension of time is granted unless the requirement is directly attributable to a change in applicable laws which affect the public health, safety or welfare.

Project Evaluation

Tentative Subdivision Map Case Number WTM16-002 was originally approved by the Washoe County Planning Commission on March 7, 2017. A development agreement was approved by the Washoe County Board of County Commissioners to extend the expiration date of the tentative subdivision map from March 7, 2021 to March 7, 2023. A final map for the first phase of the project, consisting of 20 lots, was recorded on May 20, 2022 as Tract Map #5491. The current expiration date for the next (second) final map is May 20, 2024. The tentative map remains valid at this time.

The approved subdivision was for 115 lots. As 20 lots have been recorded, there are 95 lots remaining. The applicant stated that there have been “unforeseen obstacles” and that it has taken longer to complete the mapping for Phase 2 and submit the map to be recorded. The applicant is requesting an extension to record the next (second) final map. Based upon the current valid approval, staff recommends that the Planning Commission grant a two-year extension, until May 20, 2026, in accordance with WCC 110.608.30 and NRS 278.360(1)(c).

Recommendation

After a thorough analysis and review, Tentative Subdivision Map Case Number WTM16-002 (Golden Mesa North) is being recommended for an extension of time from May 20, 2024 until May 20, 2026. Staff offers the following motion for the Commissions’ consideration:

Motion

I move that the Washoe County Planning Commission approve the two-year Extension of Time Request until May 20, 2026, for Tentative Subdivision Map Case Number WTM16-002 (Golden Mesa North), subject to the conditions of approval, having determined that the final map for TM16-005 has progressed in accordance with NRS 278.360, that the original findings remain valid, and that the circumstances have not appreciably changed since the original approval.

Appeal Process

Planning Commission action will be effective 10 calendar days after the written decision is filed with the Secretary to the Planning Commission, 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 Washoe County Board of County Commissioners. Any appeal must be filed in writing with the Planning and Building Division within 10 calendar days from the date the written decision is filed with the Secretary to the Planning Commission and mailed to the applicant.

Community Services Department
Planning and Building
EXTENSION OF SUBDIVISION
EXPIRATION DATE
APPLICATION



Community Services Department
Planning and Building
1001 E. Ninth St., Bldg. A
Reno, NV 89512-2845

Telephone: 775.328.6100

Extension of Subdivision Expiration Date for Approved Applications

Development Application Submittal Requirements

If you are submitting your application online, you may do so at [OneNV.us](https://www.onenv.us)

1. **Fees:** See Master Fee Schedule. **Most payments can be made directly through the OneNV.us portal.** If you would like to pay by check, please make the check payable to Washoe County and bring your application and payment to the Community Services Department (CSD).
2. **Development Application:** A completed Washoe County Development Application form.
3. **Owner Affidavit:** The Owner Affidavit must be signed and notarized by all owners of the property subject to the application request.
4. **Proof of Property Tax Payment:** The applicant must provide a written statement from the Washoe County Treasurer's Office indicating all property taxes for the current quarter of the fiscal year on the land have been paid.
5. **Letter:** A letter shall accompany the application that delineates the circumstances that have prevented the initiation or completion of the project within the approved timeframe.
6. **Submission Packets:** One (1) packet and a flash drive. Any digital documents need to have a resolution of 300 dpi. If materials are unreadable, you will be asked to provide a higher quality copy. The packet shall include one (1) 8.5" x 11" reduction of any applicable site plan, development plan, and/or application map. Labeling on these reproductions should be no smaller than 8 point on the 8.5" x 11" display. Large format sheets should be included in a slide pocket(s). Any specialized reports identified above shall be included as attachments or appendices and be annotated as such.

Notes:

- (i) Application and map submittals must comply with all specific criteria as established in the Washoe County Development Code and/or the Nevada Revised Statutes.
- (ii) All oversized maps and plans must be folded to a 9" x 12" size.
- (iii) Based on the specific nature of the development request, Washoe County reserves the right to specify additional submittal packets, additional information and/or specialized studies that clarify the potential impacts and potential conditions of development in order to minimize or mitigate impacts resulting from the project. No application shall be processed until the information necessary to review and evaluate the proposed project is deemed complete by the Director of Planning and Building.
- (iv) **Labels:** If the assigned planner determines the abandonment will affect the access to a mobile home park, the applicant will be required to submit a list of mailing addresses for every tenant residing in the mobile home park.

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: Golden Mesa			
Project Description: Golden Mesa North Phase 2. 96 SFH.			
Project Address: 0 Estates Rd			
Project Area (acres or square feet): 99			
Project Location (with point of reference to major cross streets AND area locator): Estates rd and Indian Ln			
Assessor's Parcel No.(s): 552-050-01	Parcel Acreage: 99	Assessor's Parcel No.(s):	Parcel Acreage:
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: JC Golden Mesa LLC		Name: CFA, a BOWMAN Company	
Address: 5400 Equity Ave		Address: 1150 Corporate Blvd	
Reno NV Zip: 89502		Reno NV Zip: 89502	
Phone: 775-473-4215 Fax:		Phone: 775-856-1150 Fax:	
Email: Khendrix@kdhbuilders.net		Email: msutherland@bowman.com	
Cell: Other:		Cell: 775-432-6181 Other:	
Contact Person: Ken Hendrix		Contact Person: Matt Sutherland	
Applicant/Developer:		Other Persons to be Contacted:	
Name: Same as above		Name: Scott Berge	
Address:		Address: 5400 Equity Ave	
Zip:		Reno NV Zip: 89502	
Phone: Fax:		Phone: 473-4215 Fax:	
Email:		Email: sberge@kdhbuilders.net	
Cell: Other:		Cell: Other:	
Contact Person:		Contact Person:	
For Office Use Only			
Date Received: Initial:		Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

JC Golden Mesa, LLC
5400 Equity Ave
Reno, Nevada 89502

March 27, 2024

Trevor Lloyd
Planning Manager, Planning and Building Division
Washoe County
1001 East Ninth Street, Bldg. A
Reno, Nevada 89512

Re: Golden Mesa WFNLM22-007
Extension of T-Map expiration

Dear Trevor Lloyd

We respectfully request that Washoe County take action to approve an extension of time for the approved tentative map for Golden Mesa North Phase 2 WFNLM22-007.

Golden Mesa North Phase 2 consists of approximately 99.4 acres in Golden Valley and is planned for 96 residential lots.

There have been unforeseen obstacles, and it has taken longer than we would have expected for us to complete the Final Mapping process and submit the map for recordation. With the approval of our extension request we will be able to complete the Final Mapping process allowing for the development of the Golden Mesa North Phase 2 project.

Please if there are any question or if we can be of any assistance do not hesitate to call on us.

Sincerely

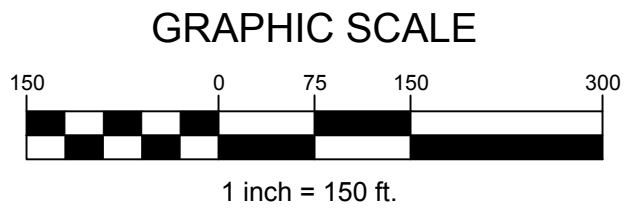
Kenneth Hendrix

Kenneth D. Hendrix
Managing Member
JC Golden Mesa, LLC

GOLDEN MESA SOUTH AND NORTH PHASE 1

TOTAL LOT EXHIBIT

	SINGLE FAMILY LOTS
SOUTH	31
PHASE 1 NORTH	20



PRELIMINARY NOT
FOR CONSTRUCTION

WASHOE COUNTY

NEVADA



CFA, INC.
LAND SURVEYORS
CIVIL ENGINEERS
LAND USE PLANNERS
1150 CORPORATE BOULEVARD ■ RENO, NEVADA 89502
775-856-1150 MAIN ■ 775-856-1160 FAX ■ CFARENO.COM

JOB NO: 18028.04 DATE: 07/25/2023

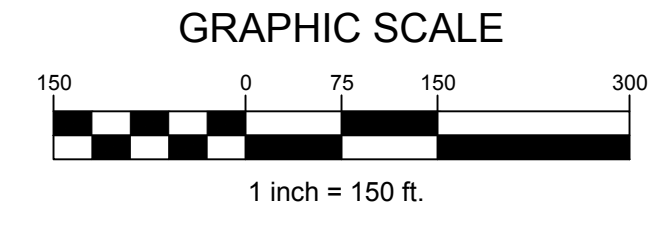
SHEET 1 OF 2

GOLDEN MESA PHASE 2 AND 3

TOTAL LOT EXHIBIT

	SINGLE FAMILY LOTS
PHASE 2	50
PHASE 3	45

PRELIMINARY NOT
FOR CONSTRUCTION



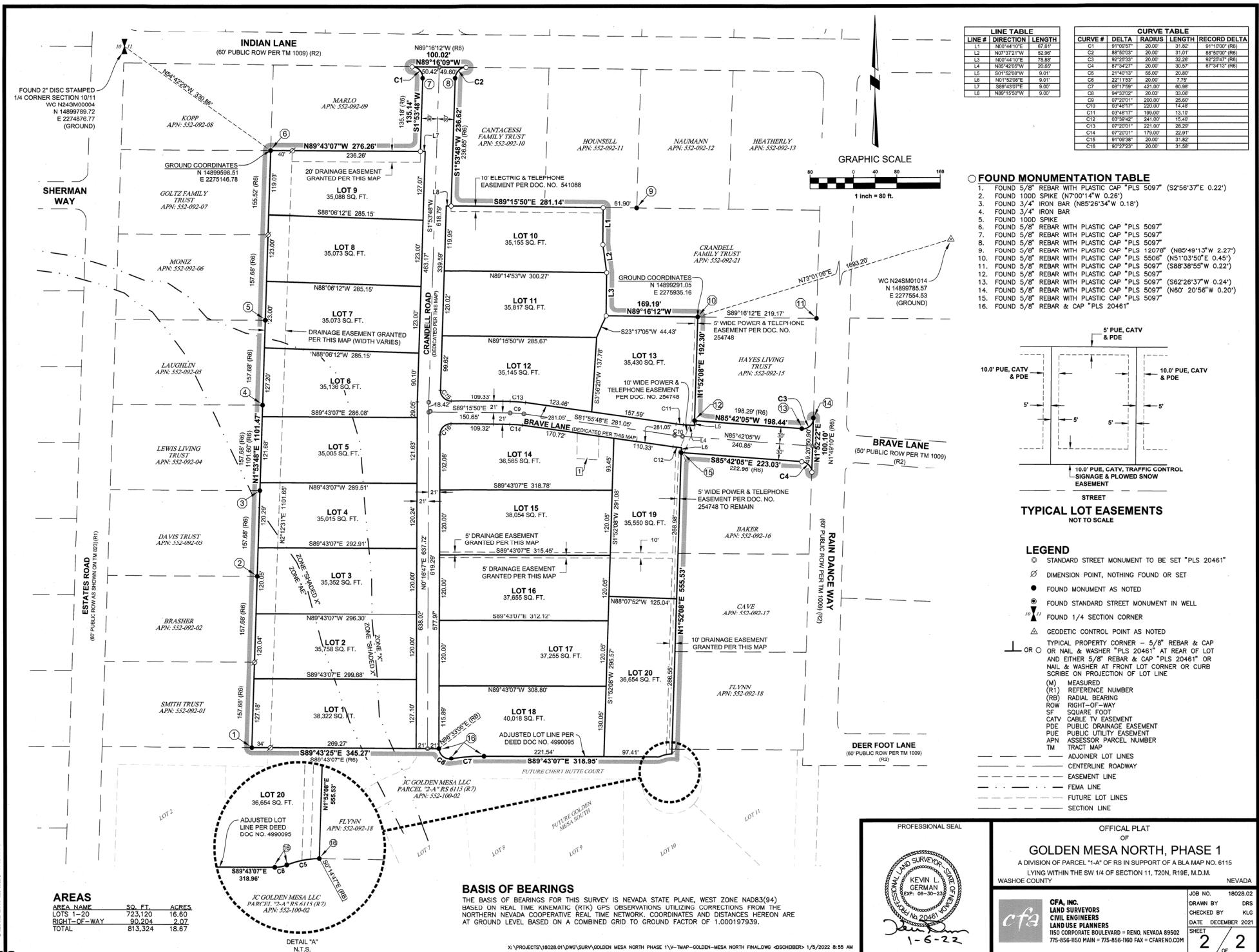
WASHOE COUNTY NEVADA



JOB NO: 18028.04 DATE: 07/25/2023

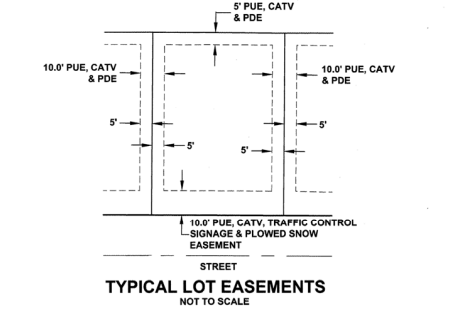
SHEET 2 OF 2

V16hs



LINE TABLE			CURVE TABLE			
LINE #	DIRECTION	LENGTH	CURVE #	DELTA	RADIUS	RECORD DELTA
L1	N00°44'10"E	67.61'	C1	91°09'57"	20.00'	31.82'
L2	N01°32'21"W	52.96'	C2	88°50'03"	20.00'	31.01'
L3	N05°44'10"E	78.89'	C3	92°23'33"	20.00'	32.26'
L4	N85°42'09"W	20.65'	C4	87°34'27"	20.00'	30.57'
L5	S01°52'06"W	9.01'	C5	21°40'15"	66.00'	20.89'
L6	N01°52'06"E	9.01'	C6	22°11'52"	20.00'	7.79'
L7	S89°43'07"E	9.90'	C7	08°17'59"	421.00'	66.86'
L8	N89°15'50"W	9.00'	C8	43°33'02"	20.00'	33.06'
			C9	07°20'51"	200.00'	25.00'
			C10	03°48'17"	220.00'	14.48'
			C11	03°48'17"	180.00'	13.10'
			C12	03°38'42"	241.00'	15.40'
			C13	07°20'51"	221.00'	26.29'
			C14	07°20'51"	175.00'	22.01'
			C15	91°09'58"	20.00'	31.82'
			C16	90°27'23"	20.00'	31.58'

- FOUND MONUMENTATION TABLE**
- FOUND 5/8" REBAR WITH PLASTIC CAP "PLS 5097" (S256°37'E 0.22')
 - FOUND 1000 SPIKE (N70°14'W 0.28')
 - FOUND 3/4" IRON BAR (N85°28'34"W 0.18')
 - FOUND 3/4" IRON BAR
 - FOUND 1000 SPIKE
 - FOUND 5/8" REBAR WITH PLASTIC CAP "PLS 5097"
 - FOUND 5/8" REBAR WITH PLASTIC CAP "PLS 5097"
 - FOUND 5/8" REBAR WITH PLASTIC CAP "PLS 5097"
 - FOUND 5/8" REBAR WITH PLASTIC CAP "PLS 12078" (N85°49'13"W 2.27')
 - FOUND 5/8" REBAR WITH PLASTIC CAP "PLS 5506" (N51°33'50"E 0.45')
 - FOUND 5/8" REBAR WITH PLASTIC CAP "PLS 5097" (S88°38'55"W 0.22')
 - FOUND 5/8" REBAR WITH PLASTIC CAP "PLS 5097"
 - FOUND 5/8" REBAR WITH PLASTIC CAP "PLS 5097" (S62°28'37"W 0.24')
 - FOUND 5/8" REBAR WITH PLASTIC CAP "PLS 5097" (N60° 20'56"W 0.20')
 - FOUND 5/8" REBAR WITH PLASTIC CAP "PLS 5097"
 - FOUND 5/8" REBAR & CAP "PLS 20461"



- LEGEND**
- STANDARD STREET MONUMENT TO BE SET "PLS 20461"
 - DIMENSION POINT, NOTHING FOUND OR SET
 - FOUND MONUMENT AS NOTED
 - FOUND STANDARD STREET MONUMENT IN WELL
 - FOUND 1/4" SECTION CORNER
 - GEODETIC CONTROL POINT AS NOTED
 - TYPICAL PROPERTY CORNER - 5/8" REBAR & CAP OR NAIL & WASHER "PLS 20461" AT REAR OF LOT AND EITHER 5/8" REBAR & CAP "PLS 20461" OR NAIL & WASHER AT FRONT LOT CORNER OR CURB SCRIBE ON PROJECTION OF LOT LINE
 - MEASURED
 - REFERENCE NUMBER
 - RADIAL BEARING
 - RIGHT-OF-WAY
 - SF SQUARE FOOT
 - CATV CABLE TV EASEMENT
 - PDE PUBLIC DRAINAGE EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - APN ASSESSOR PARCEL NUMBER
 - TM TRACT MAP
 - ADJOINER LOT LINES
 - CENTERLINE ROADWAY
 - EASEMENT LINE
 - FEMA LINE
 - FUTURE LOT LINES
 - SECTION LINE

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE, WEST ZONE NAD83(94) BASED ON REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS UTILIZING CORRECTIONS FROM THE NORTHERN NEVADA COOPERATIVE REAL TIME NETWORK. COORDINATES AND DISTANCES HEREON ARE AT GROUND LEVEL BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000197939.

PROFESSIONAL SEAL

OFFICIAL PLAT
OF
GOLDEN MESA NORTH, PHASE 1
A DIVISION OF PARCEL "1-A" OF RS IN SUPPORT OF A BLA MAP NO. 8115
LYING WITHIN THE SW 1/4 OF SECTION 11, T20N, R19E, M.D.M.
WASHOE COUNTY NEVADA

JOB NO. 18028.02
DRAWN BY DRG
CHECKED BY KLG
DATE DECEMBER 2021
SHEET 2 / 2

CFA, INC.
LAND SURVEYORS
CIVIL ENGINEERS
LANDUSE PLANNERS
1150 CORPORATE BOULEVARD • RENO, NEVADA 89502
775-856-1150 MAIN • 775-856-1160 FAX • CFARENDO.COM

CUMULATIVE INDEXES
SHOULD BE EXAMINED
FOR ANY SUBSEQUENT
CHANGES TO THIS MAP

CUMULATIVE INDEXES
SHOULD BE EXAMINED
FOR ANY SUBSEQUENT
CHANGES TO THIS MAP

16
5306151

SUBDIVISION TRACT MAP WTM16-002 SEXAIBIAA



First Centennial Title Company of Nevada

1450 Ridgeview Dr, Ste 100, Reno, NV 89519

Phone: (775)689-8510 • Fax: 775-229-4354



COMMITMENT FOR TITLE INSURANCE

Issued By

REAL ADVANTAGE TITLE INSURANCE COMPANY

Today's Date:

March 27, 2024

Order No.: P-24040621-KF

Escrow Officer: Kristin Franco

Proposed Buyer/Borrower: JC Golden Mesa LLC

Property Address: APN 552-050-01 0 Estates Road, Reno, NV 89506

Lender:

Loan Amount: \$1.00

First Centennial Title of Nevada

A handwritten signature in cursive script that reads "Anne Ambrose".

Anne Ambrose, Authorized Signatory



COMMITMENT FOR TITLE INSURANCE

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Real Advantage Title Insurance Company, a California company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within n/a after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Real Advantage Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT FOR TITLE INSURANCE

- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements; and
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
 4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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COMMITMENT FOR TITLE INSURANCE

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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COMMITMENT FOR TITLE INSURANCE

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First Centennial Title Company of Nevada
Issuing Office: 1450 Ridgeview Dr, Ste 100, Reno, NV 89519
Issuing Office's ALTA® Registry ID: 1022833
Loan ID No.:
Commitment No.: P-24040621-KF-1
Issuing Office File No.: P-24040621-KF
Property Address: APN 552-050-01 0 Estates Road, Reno, NV 89506

SCHEDULE A

1. Commitment Date: March 15, 2024 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Loan Policy (2021)
Proposed Insured:
Proposed Amount of Insurance: TBD
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

[JC Golden Mesa, LLC, a Nevada Limited Liability Company](#)
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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SCHEDULE A

(Continued)

First Centennial Title of Nevada

Anne Ambrose

Anne Ambrose, Authorized Signatory



By: William D. Burding, Jr.

William D. Burding, Jr. - Executive Vice President & General Counsel

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Commitment for Title Insurance (07-01-2021)
Schedule A

P-24040621-KF



COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **PRIOR TO THE CLOSE OF ESCROW FIRST CENTENNIAL TITLE COMPANY WILL REQUIRE:**
 - a. An Owner's Declaration/Affidavit be completed and supplied for review prior to the issuance of any policy of title insurance.
 - b. Any rights, interest or claim of parties in possession of the land not disclosed by the public records. A Rent Roll / List of Lessees will be required prior to the close of escrow.
 - c. Prior to the issuance of an ALTA Extended form policy of title insurance, an ALTA/NSPS Survey may be required.
 - d. An inspection will be required prior to the close of escrow. Please notify the Title Department 24 hours prior to closing.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



P-24040621-KF

SCHEDULE B, PART I

(Continued)

NOTE:

If any current work of improvement has been made on the herein described real property, within the last 90 days, and this Report is issued in contemplation of a Policy of Title Insurance which affords mechanics lien priority coverage (i.e. ALTA Policy); the following information must be supplied for review and approval prior to the closing and issuance of said Policy:

- a. Signed Indemnity Agreement
- b. Financial Statements
- c. Construction Loan Agreement
- d. Building Construction Contract between borrower and contractor
- e. Cost breakdown of construction
- f. Appraisal
- g. Copy of Voucher or Disbursement Control Statement (if project is complete)
- h. Copies of Waivers and/or Lien Releases from any party that supplied work or materials.

NOTE:

A property inspection will be made prior to recording the Deed of Trust to be insured. If such inspection discloses any evidence of commencement of a work of improvement, the coverage for mechanic's lien insurance will be deleted from the policy, unless all the necessary documents for indemnification have been submitted to the Company, and such indemnification has been formally approved by the Company, and its Underwriter, prior to the close of escrow.

NOTE:

If the intended transaction involves a Construction Loan wherein the Proposed Lender is requesting ALTA Extended Coverage, including Mechanic's Lien Coverage, the ALTA 32 and ALTA 33 Endorsement procedure will be required to be approved for use by the Lender.

NOTE:

Pending disbursement of the loan secured by the mortgage described herein, the Company insures only to the extent of the amount actually disbursed but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to the title, up to the face amount of the policy. Notwithstanding anything contained herein to the contrary, this policy does not guarantee the completion of the improvements, nor the sufficiency of funds for the completion thereof.

NOTE: According to the public records there have been no conveyances of the property described in this Report within a period of 24 months prior to the date of this Report, except as follows:

A Grant, Bargain, Sale Deed, dated November 18, 2021, recorded November 23, 2021, as Document No. 5251204, Official Records, Washoe County, Nevada.

Grantor: Moonlight Hills Estates LLC, a Nevada limited liability company

Grantee: JC Golden Mesa, LLC, a Nevada limited liability company

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



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SCHEDULE B, PART I

(Continued)

NOTE: FIRST CENTENNIAL TITLE COMPANY OF NEVADA RESERVES THE RIGHT TO AMEND THIS REPORT AND TO REQUEST FURTHER REQUIREMENTS, AFTER REVIEW OF THE REQUESTED DOCUMENTATION, AT ANY TIME PRIOR TO THE CLOSE OF THE TRANSACTION.

NOTE: The total liability of ***First Centennial Title Company of Nevada, Inc. and Real Advantage Title Insurance Company*** shall not exceed the total fee paid for the herein Preliminary Report of Title. Any reliance placed upon the matters expressed herein shall have no value or liability exceeding the above said fee and any liability extended by the herein report shall not extend beyond the date hereof.

NOTE: This is to give you notice that Orange Coast Title Company owns a membership interest in First Centennial Title Company and Orange Coast Title Company also owns Real Advantage Title Insurance Company. This underwriter may be chosen by First Centennial Title Company and this referral may provide Orange Coast Title Company a financial or other benefit.

You are NOT required to use the listed provider as a condition for settlement of your loan or purchase, sale or refinance of the subject property and you have the opportunity to select any of the First Centennial Title Company title insurance underwriters for your transaction. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. (a) Taxes or assessments 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.
(b) 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.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or which may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in Patents or in Acts authorizing the issuance thereof; (c) water rights, or claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Exceptions 1-7 will be omitted on extended coverage policies

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



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SCHEDULE B, PART II

(Continued)

8. General and Special Taxes for the fiscal year 2023-2024, including any secured personal property taxes and any district assessments. **Paid in Full.**

Total Tax for this fiscal year: \$10,162.53
Tax-Cap Abatement Credit: \$5,804.59
Total Tax Due for fiscal year: \$4,357.94
1st ¼ Due by 8/21/2023: \$1,090.87, Paid
2nd ¼ Due by 10/2/2023: \$1,089.03, Paid
3rd ¼ Due by 1/1/2024: \$1,089.02, Paid
4th ¼ Due by 3/4/2024: \$1,089.02, Paid
Assessor's Parcel No.: 552-050-01

Please contact the Washoe County Treasurer's Office at (775) 328-2510 to obtain current amounts due prior to the close of escrow.

9. Any additional tax that may be levied against said land due to the supplemental tax roll, by reason of a change in ownership or completion of new construction thereon.
10. Any liens that may be created for Delinquent Sewer Charges by reason of said premises lying within the City of Reno/Sparks, the County of Washoe (Sewer). Contact the following for Sewer/Water, and/or Tax Assessment information: City of Reno Sewer at (775) 334-2095; City of Sparks Sewer at (775) 353-2360; County of Washoe Sewer at (775) 954-4601; Washoe County Treasurer at (775) 328-2510. Delinquent amounts may be added to and collected through the secured real property tax roll of the Washoe County Assessor's Office and included in the tax installments referenced above.

Any liens as created by the Central Truckee Meadows Remediation District, the Golden Valley Aquifer Recharge Program, or the North Spanish Springs Floodplain Detention Facility. Please fax demands to Washoe County Utilities at (775) 328-3699.

Any liens which may be or may become due the Sun Valley General Improvement District by reason of said land being within the boundaries of said District, and any use of the services provided thereby. Please contact the following number for specific amounts – (775)673-2220.

11. Any unpaid charges for delinquent garbage fees, plus any interest and/or penalties, which would create a lien and attach to said premises, pursuant to Nevada Revised Statutes Section 444.520.
12. Except all water, claims or rights to water, in or under said land.
13. An easement for roadway and utility purposes, and incidental purposes, as set forth in an instrument recorded 03/10/1964, in Book 736, Page 595, as [Document No. 408797](#), Deed Records.
14. An easement affecting a portion of said land and for the purposes stated therein, and incidental purposes in favor of Ed D. Griffith, for a non-exclusive right of way, recorded 03/17/1997, in Book 4811, Page 381, as [Document No. 2080183](#), Official Records, Washoe County, Nevada.

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ALTA Commitment for Title Insurance (07-01-2021)
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SCHEDULE B, PART II

(Continued)

15. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Right-of-Way Grant", recorded September 19, 2000, as [Document No. 2483630](#), of Official Records.

An Assignment of Right-of-Way Grant, recorded on October 3, 2018, as [Document No. 4855655](#), Official Records of Washoe County, Nevada.

16. A perpetual avigation easement in and through the air above the herein described land, as conveyed to the Airport Authority of Washoe County, a quasi-municipal corporation of the State of Nevada by instrument recorded 10/05/2005, as [Document No. 3447263](#), Official Records.

17. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Retail Water Service Area Annexation Agreement", recorded December 12, 2016, as [Document No. 4660726](#), of Official Records.

An Amendment to Retail Water Service Area Annexation Agreement, recorded on December 18, 2018, as [Document No. 4874225](#), Official Records of Washoe County, Nevada.

18. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Development Agreement for Golden Mesa North", recorded June 9, 2021, as [Document No. 5190445](#), of Official Records.

19. A Deed of Trust to secure an original principal amount of \$24,515,000.00, and any other amounts as therein provided, recorded November 23, 2021, as [Document Number 5251207](#), Official Records, Washoe County, Nevada.

Dated: November 19, 2021
Trustor: JC Golden Mesa, LLC, a Nevada limited liability company
Trustee: JLM Title, LLC, dba First Centennial Title Company
Lender: Leigh Rodney and Clare F. Rodney, Co-Trustees of The Rodney Family Trust Agreement (As Restated - 2016) u/t/a dated January 28, 2016

The terms, covenants, conditions and provisions as contained in an instrument, entitled "Security Interest Holders Certificate", recorded May 11, 2022, as [Document No. 5302376](#), of Official Records.

The terms, covenants, conditions and provisions as contained in an instrument, entitled "First Amended and Fully Restated Deed of Trust and Security Agreement and Fixture Filing with Assignment of Rents", recorded September 22, 2023, as [Document No. 5407921](#), of Official Records.

The terms, covenants, conditions and provisions as contained in an instrument, entitled "Security Interest Holders Certificate", recorded September 28, 2023, as [Document No. 5408857](#), of Official Records.

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SCHEDULE B, PART II

(Continued)

20. A Deed of Trust to secure an original principal amount of \$3,500,000.00, and any other amounts as therein provided, recorded November 23, 2021, as [Document Number 5251208](#), Official Records, Washoe County, Nevada.

Dated: November 19, 2021
Trustor: JC Golden Mesa, LLC, a Nevada limited liability company
Trustee: JLM Title, LLC, a Nevada limited liability company dba First Centennial Title Company of Nevada
Lender: Moonlight Hills Estates LLC, a Nevada limited liability company

The terms, covenants, conditions and provisions as contained in an instrument, entitled "Subordination and Intercreditor Agreement", recorded November 23, 2021, as [Document No. 5251430](#), of Official Records.

Affects said land and other land

Said Deed of Trust has been modified by an instrument recorded September 22, 2023, as [Document No. 5407922](#), of aforesaid records.

21. A Deed of Trust to secure an original principal amount of \$1,022,000.00, and any other amounts as therein provided, recorded November 23, 2021, as [Document Number 5251209](#), Official Records, Washoe County, Nevada.

Dated: November 19, 2021
Trustor: JC Golden Mesa, LLC, a Nevada limited liability company
Trustee: JLM Title, LLC, a Nevada limited liability company dba First Centennial Title Company of Nevada
Lender: Moonlight Hills Estates LLC, a Nevada limited liability company

Affects said land and other land

The terms, covenants, conditions and provisions as contained in an instrument, entitled "Security Interest Holders Certificate", recorded December 16, 2021, as [Document No. 5259459](#), of Official Records.

The terms, covenants, conditions and provisions as contained in an instrument, entitled "Security Interest Holders Certificate", recorded December 16, 2021, as [Document No. 5259460](#), of Official Records.

The terms, covenants, conditions and provisions as contained in an instrument, entitled "Security Interest Holders Certificate", recorded May 26, 2022, as [Document No. 5306149](#), of Official Records.

22. Existing dirt roads and flood zones of various widths throughout the subject property as disclosed by ALTA/NSPS Land Title Survey for JC Golden Mesa, LLC dated September 8, 2021 by Wood Rodgers, Job No. 4098001.

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ALTA Commitment for Title Insurance (07-01-2021)
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SCHEDULE B, PART II

(Continued)

23. Covenants, conditions, restrictions, reservations, easements, assessments, liens and charges set forth in a Declaration of Restrictions, recorded June 29, 2022, as [Document No. 5315389](#), Official Records, Washoe County, Nevada; but omitting any covenants or restrictions, if any, but not limited to those based on race, color, religion, sex, sexual orientation, familial status, marital status, disability handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
24. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Security Interest Holders Certificate", recorded December 19, 2023, as [Document No. 5425612](#), of Official Records.
25. Any rights, interest or claims of parties in possession by reason of unrecorded leases, if any, that would be disclosed by an inquiry of the parties or by an inspection of said land, not disclosed by the public records.

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ALTA Commitment for Title Insurance (07-01-2021)
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COMMITMENT FOR TITLE INSURANCE

SCHEDULE C

The Land is described as follows:

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

All that portion of the Northwest quarter of Section 11, Township 20 North, Range 19 East, M.D.B.&M., described as follows:

The Northwest quarter of Section 11, Township 20 North, Range 19 East, M.D.B.&M.

EXCEPTING THEREFROM the Southeast quarter thereof.

EXCEPTING THEREFROM the following described parcel:

A portion of the East half of the Northeast quarter of the Northwest quarter of Section 11, Township 20 North, Range 19 East, M.D.B. & M., Washoe County, Nevada, being more particularly described as follows:

COMMENCING at the North quarter corner of said Section 11; thence South 01°02'02" West 575.07 feet along the center line of said section; thence South 89°08'30" West 345.12 feet along the Southerly line of the North half of the South half of the South half of the Northeast quarter of the Northeast quarter of the Northwest quarter of said Section 11, the POINT OF BEGINNING; thence continuing South 89°08'30" West 316.30 feet along said line to the Westerly line of the East half of the Northeast quarter of the Northwest quarter of said Section 11; thence South 01°02'52" West along said line 155.13 feet; thence North 89°25'22" East 316.25 feet; thence North 01°02'52" East 156.68 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement 25.00 feet in width for roadway and utility purposes, said easement being the West 25.0 feet of the Southeast quarter of the Northeast quarter of the Northwest quarter and the South half of the South half of the South half of the Northeast quarter of the Northeast quarter of the Northwest quarter of said Section 11.

FURTHER EXCEPTING THEREFROM the following described parcel:

The Southeast quarter of the Northeast quarter of the Northwest quarter and the South half of the South half of the South half of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 11, Township 20 North, Range 19 East, M.D.B. & M.

SUBJECT TO AND TOGETHER WITH a non-exclusive easement for road and utility purposes 60 feet in width, the centerline of which is the East line of the Northwest Quarter of said Section 11, Township 20 North, Range 19 East, M.D. B. & M.

FURTHER EXCEPTING THEREFROM any portion lying within the Southeast quarter of the Northeast quarter of said Northwest quarter of Section 11, Township 20 North, Range 19 East, M.D.B. & M.

SCHEDULE C

(Continued)

FURTHER EXCEPTING THEREFROM the following described parcels:

COMMENCE at the West quarter corner of Section 11, Township 20 North, Range 19 East, M.D.B. & A, Washoe County, Nevada and proceed North 89°55'22" East 612.41 feet along the centerline of said Section; thence North 1°05'22" East 286.25 feet; thence North 89°55'22" East 171.01 feet to the POINT OF BEGINNING; thence continue North 89°55'22" East 170.00 feet; thence South 1°03'42" West 256.25 feet to a point on the North line of Indian Lane (60.00 feet wide); thence along said North line South 89°55'22" West 170.00; thence North 1°03'42" East 256.25 feet to the POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM the following described parcels:

COMMENCING at the West quarter corner of said Section 11 and proceeding thence North 89°55'22" East along the centerline of said Section 11, a distance of 612.41 feet; thence North 01°05'22" East 50.41 feet to POINT OF BEGINNING, said point being on the East line of a proposed 60.00 foot wide roadway; thence North 01°05'22" East (Record North 01°55'22" East) 235.84 feet along East line; thence North 89°55'22" East 171.01 feet; thence South 01°03'42" West 256.25 feet to a point on the North line of Indian Lane (60.00 feet wide); thence along said North line South 89°55'22" West 150.58 feet to beginning of a 20.00 feet radius curve to the right; thence along said curve through an angle of 91°10'00", and an arc length of 31.82 feet to the POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM the following described parcel:

COMMENCING at the West quarter corner of said Section 11; thence North 01°05'22" East 50.41 feet along the West line of said section 11 to the POINT OF BEGINNING; thence continuing North 01°05'22" East 216.19 feet; thence North 89°55'22" East 184.13 feet; thence South 01°05'22" West 286.60 feet to a point on the North line of Indian Lane (60.00 feet wide); thence along said North line South 89°55'22" West 163.72 feet to the beginning of a 20.00 feet radius curve to the right; thence along said curve through a central angle of 91°10'00" and an arc length of 31.02 feet to the POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM the following described parcel:

COMMENCING at the West quarter corner of said Section 11; thence North 89°55'22" East 612.41 feet along the centerline of said Section 11; thence North 01°05'22" East 286.25 feet; thence North 89°55'22" East 511.01 feet to the POINT OF BEGINNING; thence continuing North 89°55'22" East 170.00 feet to a point on the West line of Rain Dance Way extended; thence along said West line South 01°03'42" West 236.65 feet to the beginning of a 20.00 feet radius curve to the right; thence along said curve through a central angle of 88°51'40" for an arc length of 31.02 feet to a point on the North line of Indian Lane (60.00 feet wide); thence along said North line South 89°55'22" West 150.40 feet; thence North 01°03'42" East 256.25 feet to the POINT OF BEGINNING.

SCHEDULE C

(Continued)

FURTHER EXCEPTING THEREFROM the following described parcel:

COMMENCING at the West quarter corner of said Section 11; thence North 89°55'22" East 612.41 feet along the centerline of said Section 11; thence North 01°05'22" East 286.25 feet thence North 89°55'22" East 341.01 feet to the POINT OF BEGINNING; thence continuing North 89°55'22" East 170.00 feet; thence South 01°03'42" West 256.25 feet to the point on the North line of Indian Lane (60.00 feet wide) thence along said North line South 89°55'22" West 170.00 feet; thence North 01°03'42" East 256.25 feet to the POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM the following described parcel:

COMMENCE at the West quarter corner of Section 11, Township 20 North, Range 19 East, M.D.B & M., Washoe County, Nevada, and proceed North 01°05'22" East 266.60 feet along the West line of said Section 11; thence North 89°55'22" East, 184.13 feet to the POINT OF BEGINNING, thence continue North 89°55'22" East 184.13 feet; thence South 1°05'22" West 236.60 feet to a point on the North line of Indian Lane (60.00 feet wide); thence South 89°55'22" West 184.13 feet along said line; thence North 1°05'22" East 236.60 feet to the POINT OF BEGINNING.

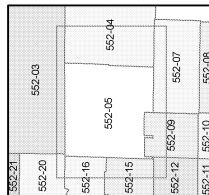
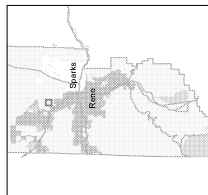
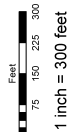
FURTHER EXCEPTING THEREFROM THE FOLLOWING described parcel:

COMMENCE at the West corner of Section 11, Township 20 North, Range 19 East, M.D.B. & M., Washoe County, Nevada, and proceed North 1°05'22" East 266.60 feet along the West line of said Section 11; thence North 89°55'22" East 368.26 feet to the POINT OF BEGINNING; thence continue North 89°55'22" East 184.14 feet to a point on the West line of a proposed 60.00 feet wide roadway; thence South 1°05'22" West 217.00 feet along the said West line to the beginning of a 20.00 feet radius curve to the right; thence along said curve through a central angle of 88°50'00" and an arc length of 31.01 feet to a point on the North line of Indian Lane (60.00 feet wide); thence along said North line South 89°55'22" West 164.54 feet; thence North 1°05'22" East 236.60 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the above described parcel of land and any portion thereof conveyed to the County of Washoe, State of Nevada, for road and incidental purposes.

NOTE: The above metes and bounds description appeared previously in that certain document recorded in the office of the County Recorder of Washoe County, Nevada on July 2, 1996, as Document No. 2009093 of Official Records.

Assessors Parcel No.: 552-050-01



created by: JMO 05/05/2016

area previously shown on map(s)

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NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

