

**Carson City  
Agenda Report**

**Date Submitted:** November 24, 2015

**Agenda Date Requested:** December 3, 2015  
**Time Requested:** 30 minutes

**To:** Board of Supervisors

**From:** Community Development Department – Planning Division

**Subject Title:** For Possible Action: To approve an Abandonment of Public Right-of-Way application from Bethlehem Lutheran School (property owner: Bethlehem Lutheran Church) to abandon approximately 8,570 square feet of public right-of-way at the terminus of Ivy Street, adjacent to APN 001-111-33. (AB-15-152) (Susan Dorr Pansky, spansky@carson.org)

**Staff Summary:** Pursuant to NRS 278.480 and CCMC Title 17, the applicant is proposing the abandonment of a portion of Ivy Street that is surrounded by the Bethlehem Lutheran School. The Planning Commission makes a recommendation on all Abandonment requests and the Board of Supervisors will make the final decision regarding the request.

**Type of Action Requested:**

Resolution

Formal Action/Motion

Ordinance

Other (Specify)

**Does This Action Require A Business Impact Statement:** ( ) Yes (X) No

**Planning Commission Action:** Recommended approval on November 18, 2015, by a vote of 7 ayes and 0 nays.

**Recommended Board Action:** I move to approve an Abandonment of Public Right-of-Way application to abandon 8,570 square feet of public right-of-way at the terminus of Ivy Street, adjacent to APN 001-111-33 based on the findings and subject to the conditions of approval contained in the staff report, and authorize the mayor to sign the Order of Abandonment.

**Explanation for Recommended Board Action:** Pursuant to NRS 278.480 and CCMC Title 17, the Board of Supervisors takes final action on the right-of-way abandonments. Please see the attached staff report to the Planning Commission for further explanation.

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 278.480 and CCMC Title 17.15

**Fiscal Impact:** N/A

**Explanation of Impact:** N/A

**Funding Source:** N/A


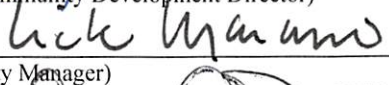

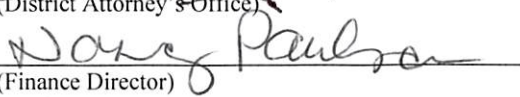
**Alternatives:**

- 1) Deny application
- 2) Refer back to staff and Planning Commission for further review

**Supporting Material:**

- 1) Order of Abandonment
- 2) Planning Commission Meeting Case Record
- 3) Planning Commission Staff Report
- 4) Application (AB-15-152)

**Prepared By:** Susan Dorr Pansky, Planning Manager

**Reviewed By:**   
(Community Development Director)  
  
(City Manager)  
  
(District Attorney's Office)  
  
(Finance Director)

Date: 11-23-15

Date: 11/23/15

Date: 11/23/2015

Date: 11/23/15

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

APN: 001-111-33

AN ORDER ABANDONING AN 8,570 SQUARE FOOT AREA OF IVY STREET, MORE OR LESS, LOCATED SOUTH OF THE MOUNTAIN VIEW SUBDIVISION, WITHIN A PORTION OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.B.&M., ON PROPERTIES LOCATED ADJACENT TO 1840 IVY STREET AND 1845 MOUNTAIN STREET, ASSESSORS PARCEL NUMBER 001-111-33, IN CARSON CITY, NEVADA.

WHEREAS, on OCTOBER 8, 2015, Bethlehem Lutheran School duly filed a written application seeking vacation and abandonment of a portion of public right-of-way, being within a portion of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 7, Township 15 North, Range 20 East, M.D.B & M. approximately 8,570 square feet, adjacent to APN 001-111-33 in Carson City, Nevada; and

WHEREAS, the application was thereafter referred to the Carson City Planning Commission and a public hearing was thereafter duly noticed and held before the Planning Commission on November 18, 2015. At the public hearing public testimony was taken and the Commission, after discussion and deliberation, recommended approval of abandonment of the subject right-of-way to the Carson City Board of Supervisors, finding that the public would not be materially injured by the vacation; and

WHEREAS, the Carson City Board of Supervisors, at their regular and duly noticed meeting of December 3, 2015, found that the public would not be materially injured by the proposed vacation, and accordingly ordered the abandonment of the public right-of-way in question pursuant to the provisions of NRS 278.480, which among its provisions, requires a written order to be prepared and recorded in the

office of the Carson City Recorder; and

WHEREAS, the vacation and abandonment of the right-of-way is more particularly described on the attached Exhibit(s) "A", a map of the right-of-way abandonment is shown as the Display of Exhibit(s) "B", and the attached utility statements are shown as Exhibit(s) "C".

NOW, THEREFORE, the Board of Supervisors hereby orders:

1. That the above-described right-of-way is hereby abandoned according to the provisions of NRS 278.480.
2. That if a utility company has a utility or an easement over or under the property hereby vacated and abandoned by this order, said easement or easements shall be continued and shall not be affected by the abandonment.
3. That water, sewer, and storm drain facilities, which may presently exist within the areas affected by abandonment's, will be protected by easements. The abandonment may be subject to reserving easements for utility companies and/or Carson City if requested.

ORDERED this 3<sup>rd</sup> day of December, 2015, by the Carson City Board of Supervisors.

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ROBERT L. CROWELL, Mayor

ATTEST:

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SUE MERRIWETHER, Clerk-Recorder

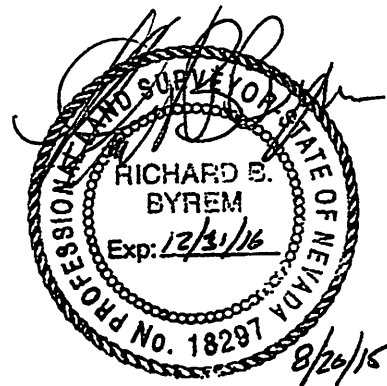
**LEGAL DESCRIPTION**  
**PARTIAL RIGHT-OF-WAY ABANDONMENT**  
**OF IVY STREET, CARSON CITY, NEVADA**  
*(Prepared at the request of Bethlehem Lutheran Church and School)*

A portion of Ivy Street, being a fifty foot wide public road with a forty-five foot radius cul-de-sac, as shown on Parcel Map no. 861, filed for record on December 30, 1980, in Book 4 of Maps, at Page 861, together with an appurtenant 7.5 foot wide public utility easement also shown on said Parcel Map no. 861, in the office of the Carson City Recorder, lying entirely within the Northeast One-quarter of the Southeast One-quarter of Section 7, Township 15 North, Range 20 East of the Mount Diablo Meridian, Carson City, Nevada, said portion of Ivy Street to be abandoned being more particularly described as follows:

Commencing at the NW corner of Parcel 4, as shown on said Parcel Map no. 861;  
Thence S 89°55'22"E along the Northerly boundary of said Parcel 4 a distance of 521.17 feet to the Westerly right-of-way line of said Ivy Street;  
Thence S 00°04'38"W along said Westerly right-of-way line of Ivy Street a distance of 40.00 feet to the POINT OF BEGINNING;  
Thence S 89°55'22"E a distance of 50.00 feet;  
Thence S 00°04'38"W along the Easterly right-of-way line of said Ivy Street a distance of 23.40 feet;  
Thence 18.46 feet along the arc of a curve to the left having a central angle of 70°31'45", a radius of 15.00 feet, and a chord which bears S 35°11'14"E 17.32 feet to a point of reverse curvature;  
Thence 196.77 feet along the arc of a curve to the right having a central angle of 250°31'45", a radius of 45.00 feet, and a chord which bears S 54°48'43"W 73.49 feet;  
Thence N 00°04'38"E along said Westerly right-of-way line of Ivy Street a distance of 79.97 feet to the POINT OF BEGINNING;  
Containing 8570 square feet, or 0.197 acre, more or less.

Basis of Bearings: The north line of Parcel 4 as shown on Parcel Map no. 861 in the Carson City records. (S 89°55'22"E)

Prepared by:  
Richard B. Byrem, PLS  
Resource Concepts, Inc.  
212 Elks Point Road, Suite 443  
PO Box 11796, Zephyr Cove, NV 89448  
(775) 588-7500



**LEGAL DESCRIPTION**  
of  
**BETHLEHEM LUTHERAN CHURCH and SCHOOL PARCEL**  
*(After partial abandonment of Ivy Street)*

All of that land previously described at Document no. 137889 in the office of the Carson City Recorder, together with an abandoned portion of Ivy Street, lying entirely within the Northeast One-quarter of the Southeast One-quarter of Section 7, and the Northwest One-quarter of the Southwest One-quarter of Section 8, Township 15 North, Range 20 East of the Mount Diablo Meridian, Carson City, Nevada, and being more particularly described as follows:

BEGINNING at the NW corner of said parcel of land previously described at Document no. 137889, also being the NW corner of Parcel 4, as shown on Parcel Map no. 861 in said Carson City records;

Thence S 89°55'22"E along the Northerly boundary of said Parcel 4 a distance of 521.17 feet to the Westerly right-of-way line of said Ivy Street;

Thence S 00°04'38"W along said Westerly right-of-way line of Ivy Street a distance of 40.00 feet;

Thence S 89°55'22"E a distance of 50.00 feet;

Thence N 00°04'38"E along the Easterly right-of-way line of said Ivy Street a distance of 30.00 feet;

Thence S 89°55'22"E a distance of 100.00 feet;

Thence S 00°04'38"W a distance of 240.00 feet;

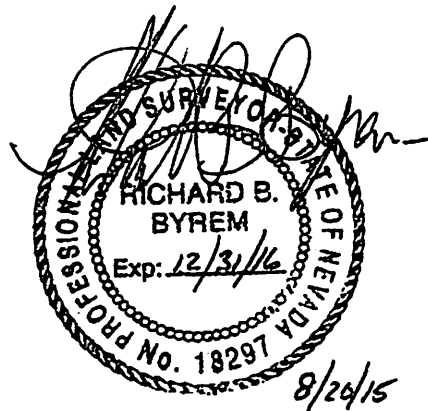
Thence N 89°55'22"W a distance of 671.57 feet to a point on the Easterly right-of-way line of Mountain Street;

Thence N 01°10'09"E along said Easterly right-of-way line of Mountain Street a distance of 250.00 feet to the POINT OF BEGINNING;

Containing 3.78 acres, more or less.

Basis of Bearings: The north line of Parcel 4 as shown on Parcel Map no. 861 in the Carson City records. (S 89°55'22"E)

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**LEGAL DESCRIPTION  
REVISED FIRE LANE EASEMENT**

A tract of land being for the purpose of a fire lane access easement across a portion of that land previously described at Document no. 137889 in the office of the Carson City Recorder and a portion of previously abandoned Ivy Street right-of-way, superseding and replacing the 20 foot emergency ingress and egress easement shown on Parcel Map no. 861 in said Carson City records, lying entirely within the Northeast One-quarter of the Southeast One-quarter of Section 7, Township 15 North, Range 20 East of the Mount Diablo Meridian, Carson City, Nevada, and being more particularly described as follows:

BEGINNING at the SW corner of said parcel described at Document no. 137889, also being the SW corner of Parcel 4, as shown on said Parcel Map no. 861;

Thence N 00°10'09"E along the Westerly right-of-way line of Mountain Street, a public street, a distance of 20.00 feet;

Thence S 89°55'22"E a distance of 505.04 feet;

Thence 46.12 feet along the arc of a curve to the left having a central angle of 90°00'00", a radius of 30.00 feet, and a chord which bears N 45°04'38"E 42.43 feet;

Thence N 00°04'38"E a distance of 159.95 feet;

Thence S 89°55'22"E along the Southerly right-of-way line of said Ivy Street a distance of 20.00 feet;

Thence S 00°04'38"W a distance of 160.00 feet;

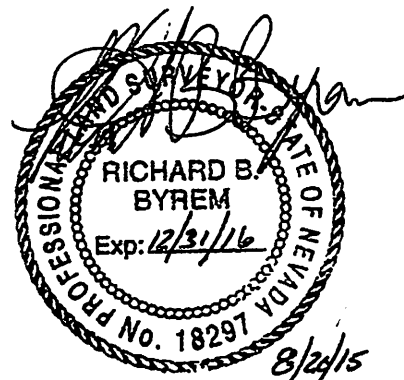
Thence 78.54 feet along the arc of a curve to the right having a central angle of 90°00'00", a radius of 50.00 feet, and a chord which bears S 45°04'38"W 70.71 feet;

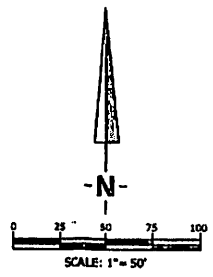
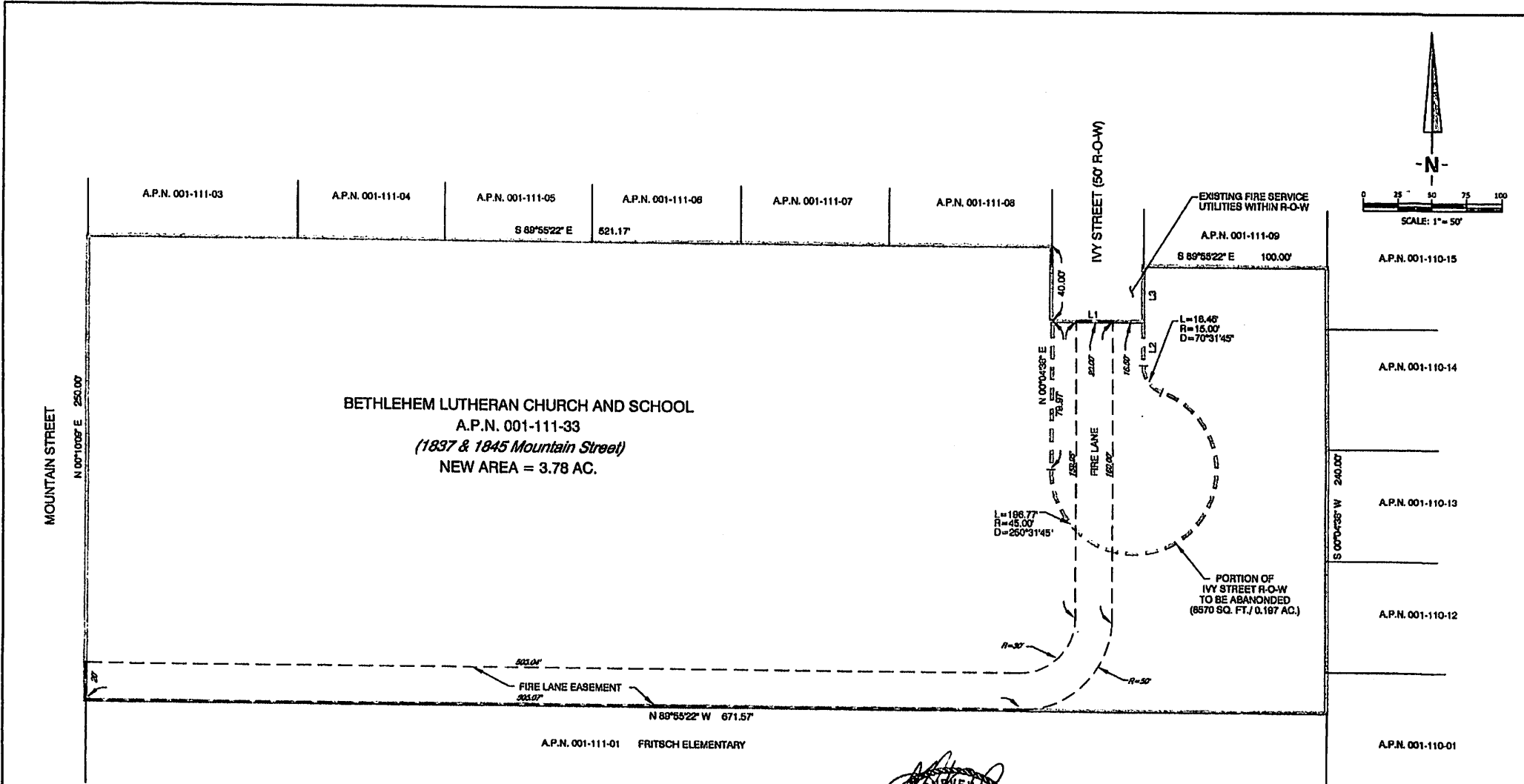
Thence N 89°55'22"W along the Southerly boundary line of said parcel described at Document no. 137889 a distance of 505.07 feet to the POINT OF BEGINNING;

Containing 14,557 square feet, more or less.

Basis of Bearings: The north line of Parcel 4 as shown on Parcel Map no. 861 in the Carson City records. (S 89°55'22"E)

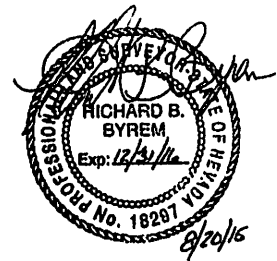
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CURVE	BEARING	RADIUS
L1	S89°55'22"E	50.00
L2	S00°04'38"W	23.40
L2	N00°04'38"E	30.00

PREPARED BY:  
 RESOURCE CONCEPTS, INC.  
 340 N. MINNESOTA STREET  
 CARSON CITY, NV 89703  
 775-883-1600



**RIGHT OF WAY ABANDONMENT**  
 FOR  
**BETHLEHEM LUTHERAN CHURCH AND SCHOOL**  
 WITHIN A PORTION OF THE NE1/4 OF THE SE1/4  
 OF SECTION 7, T.15 N., R.20 E., M.D.M.  
 CARSON CITY, NEVADA




**UTILITY STATEMENTS FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY**

LOCATED AT: 1837 - 1845 Mountain St      APN 001-111-33

(THE LOCATION, APN NUMBER AND ADDRESS MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)

1. We DO NOT have a utility in the right-of-way being abandoned and DO NOT desire continuation of said easement in its present location.

	<u>MATT GINGRICH</u>	<u>NV ENERGY</u>	<u>10.20.15</u>
Signature	Print Name	Company	Date
Signature	Print Name	Company	Date
Signature	Print Name	Company	Date

2. We DO have a utility in the right-of-way being abandoned and desire creation of a public utility easement (PUE) along the alignment of the existing utility.

Signature	Print Name	Company	Date
Signature	Print Name	Company	Date
Signature	Print Name	Company	Date

3. OTHER: (Please type in a statement which applies to your situation): \_\_\_\_\_

Signature	Print Name	Company	Date
Signature	Print Name	Company	Date
Signature	Print Name	Company	Date

**THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS**


NV Energy	Southwest Gas Corporation
Charter Communications	AT&T Nevada
Carson City Engineering (will sign during review)	Carson City Utilities

**UTILITY STATEMENTS FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY**

LOCATED AT: 1837 - 1845 Mountain St      APN 001-111-33

(THE LOCATION, APN NUMBER AND ADDRESS MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)

1. We DO NOT have a utility in the right-of-way being abandoned and DO NOT desire continuation of said easement in its present location.

	CLIFF COOPER	AT&T	10-13-15
Signature	Print Name	Company	Date
Signature	Print Name	Company	Date
Signature	Print Name	Company	Date

2. We DO have a utility in the right-of-way being abandoned and desire creation of a public utility easement (PUE) along the alignment of the existing utility.

Signature	Print Name	Company	Date
Signature	Print Name	Company	Date
Signature	Print Name	Company	Date

3. OTHER: (Please type in a statement which applies to your situation): \_\_\_\_\_

\_\_\_\_\_

Signature	Print Name	Company	Date
Signature	Print Name	Company	Date
Signature	Print Name	Company	Date

**THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS**

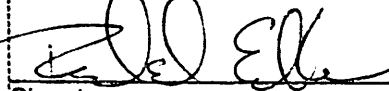
NV Energy Charter Communications Carson City Engineering (will sign during review)	Southwest Gas Corporation AT&T Nevada Carson City Utilities
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**UTILITY STATEMENTS FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY**

LOCATED AT: 1837 - 1845 Mountain St      APN 001-111-33

(THE LOCATION, APN NUMBER AND ADDRESS MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)


1. We DO NOT have a utility in the right-of-way being abandoned and DO NOT desire continuation of said easement in its present location.

	Richard Eichner	Charter	10-6-15
Signature	Print Name	Company	Date

Signature	Print Name	Company	Date

Signature	Print Name	Company	Date

2. We DO have a utility in the right-of-way being abandoned and desire creation of a public utility easement (PUE) along the alignment of the existing utility.

	STEVEN YOUNG	SOUTHWEST GAS	10-5-15
Signature	Print Name	Company	Date

Signature	Print Name	Company	Date

Signature	Print Name	Company	Date

3. OTHER: (Please type in a statement which applies to your situation): \_\_\_\_\_

Signature	Print Name	Company	Date

Signature	Print Name	Company	Date

Signature	Print Name	Company	Date

**THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS**

NV Energy  
 Charter Communications  
 Carson City Engineering (will sign during review)

Southwest Gas Corporation  
 AT&T Nevada  
 Carson City Utilities



**STAFF REPORT FOR THE PLANNING COMMISSION MEETING OF NOVEMBER 18, 2015**

**FILE NO:** AB-15-152

**AGENDA ITEM:** F-2

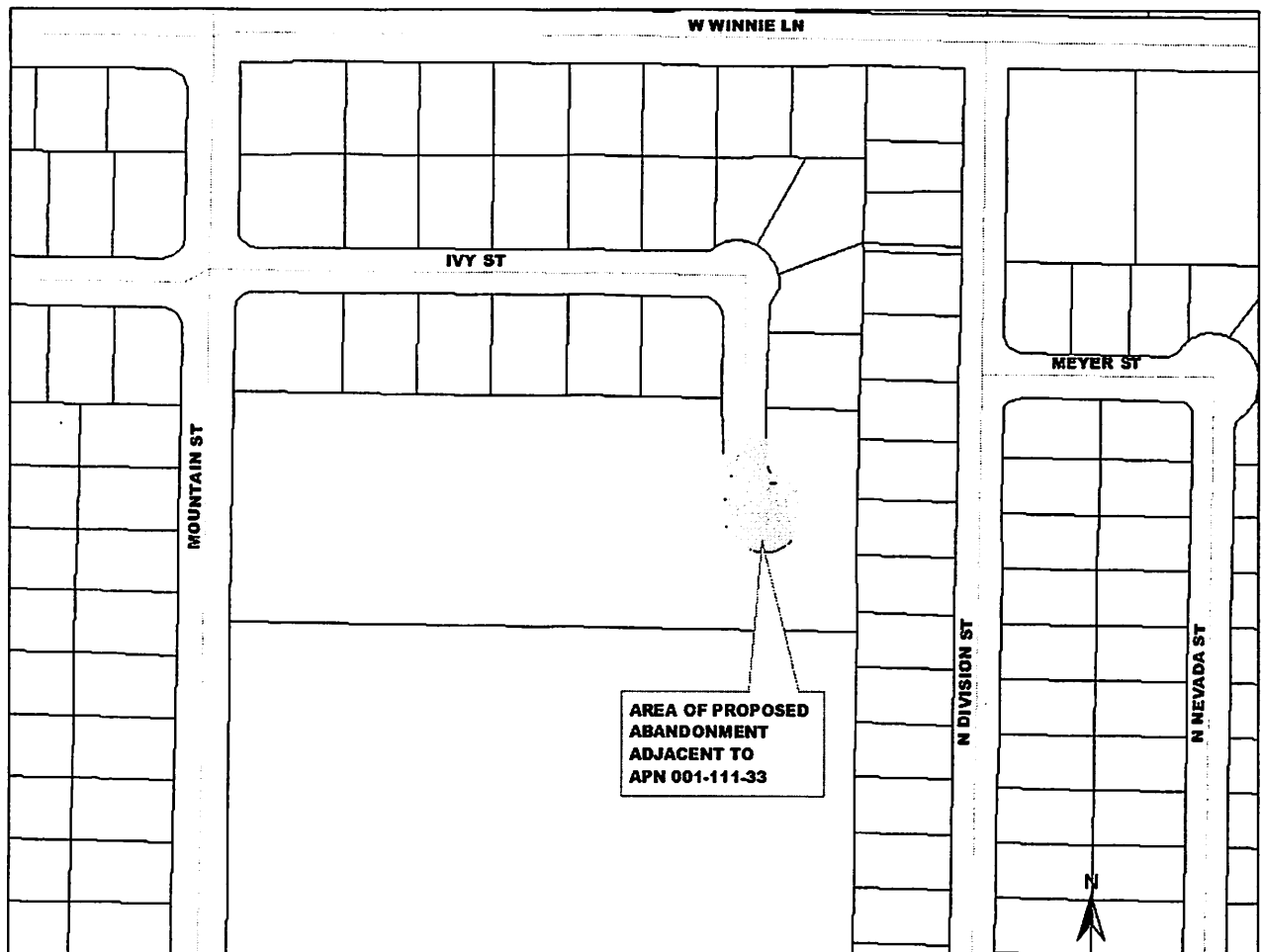
**STAFF AUTHOR:** Susan Dorr Pansky, AICP  
Planning Manager

**REQUEST:** To make a recommendation to the Board of Supervisors regarding an application from Bethlehem Lutheran School (property owner: Bethlehem Lutheran Church) for the Abandonment of approximately 8,570 square feet of public right-of-way at the terminus of Ivy Street, adjacent to APN 001-111-33.

**APPLICANT:** Bethlehem Lutheran School

**OWNER:** Bethlehem Lutheran Church

**RECOMMENDED MOTION:** "I move to recommend that the Board of Supervisors approve AB-15-152, a request from Bethlehem Lutheran School (property owner: Bethlehem Lutheran Church) for the Abandonment of approximately 8,570 square feet of public right-of-way at the terminus of Ivy Street, adjacent to APN 001-111-33, based on the findings and subject to the conditions of approval contained in the staff report."



**RECOMMENDED CONDITIONS OF APPROVAL:**

1. Prior to the recordation of said abandonment, the applicant shall be responsible for the submittal of all necessary legal documentation and title search materials if required by the Planning Division in order to fully complete the abandonment process.
2. The applicant must sign and return the Notice of Decision for conditions of approval within 10 days of receipt of notification. If the Notice of Decision is not signed and returned within 10 days, then the item will be rescheduled for the next Planning Commission meeting for further considerations (this Notice of Decision will be mailed to the applicant for signature after approval by the Board of Supervisors).
3. Prior to the recordation of the abandonment, the owner must extend the eastern curb and gutter or install a valley gutter to the abandoned area to assist in proper drainage.
4. Prior to the recordation of the abandonment, the owner must grade the unpaved area in and around the abandoned area such that it will drain properly.
5. As a part of the drainage improvements, the owner must submit a conceptual drainage study which evaluates the current and proposed future state including off site flows.
6. Public utility easements must be created for any existing public utilities which are within the abandoned area.
7. This abandonment pertains to APN 001-111-33: The area of the proposed abandonment adjacent to this parcel is 8,570 square feet, more or less, being the entire Ivy Street right-of-way south of the Bethlehem Lutheran Church parsonage driveway located on the east side of Ivy Street.
8. Conditional approval for the requested abandonment shall expire one year after Board of Supervisor approval of the original application, unless an extension of time has been granted by the Board of Supervisors.

**LEGAL REQUIREMENTS:** Nevada Revised Statutes (NRS) 278.480 (Vacation or Abandonment of Streets, Easements or Maps; Reversion of Divided Land) and Carson City Municipal Code (CCMC) Title 17 Division of Land, Subdivision of Land, Chapter 17.15 Abandonment of Right-of-Way.

**MASTER PLAN DESIGNATION (ADJACENT):** Medium Density Residential (MDR)

**PRESENT ZONING (ADJACENT):** Single Family 6,000 (SF6)

**KEY ISSUES:** Will the City or public be materially injured by the approval of subject abandonment?

**SURROUNDING ZONING AND LAND USE INFORMATION:**

**NORTH:** Single Family 6,000/Single Family Homes

**SOUTH:** Single Family 6,000/School field, future playground and sports courts

**WEST:** Single Family 6,000/School

**EAST:** Single Family 6,000/School field

## PREVIOUS REVIEWS:

- MISC-15-091 – Appeal of approval of school expansion and playground relocation
- SUP-15-065 – School expansion and playground relocation
- MPR-15-041 – Major Project Review for proposed school expansion and playground relocation
- M-92/93-6 – Abandonment of Public Utility and Drainage Easement
- U-91/92-17(a) – Addition of hot lunch program
- U-91/92-17 – Expansion of existing elementary school
- MPR-91/92-10 – Major Project Review for elementary school expansion
- U-87/88-24 Expansion of existing elementary school
- V-84-11 – Encroachment into front yard setback
- U-84-4 – Addition of school to existing church
- U-82-1 – Add child care to existing church

## DISCUSSION:

On August 26, 2015, the Planning Commission conditionally approved a Special Use Permit (SUP-15-065) request from the applicant to expand the existing Bethlehem Lutheran School and relocate the existing playground and sports courts to the east side of the property adjacent to Ivy Street. After extensive testimony by adjacent property owners in opposition of the project, the Planning Commission modified the conditions of approval to move the sports courts and playground to the south side of the property, away from the existing residences. Original conditions of approval recommended by staff remained the same, and included a condition as follows:

*Condition 6: Submission, processing, approval and recording of an abandonment of the termination of Ivy Street, at the northeastern section of the existing property, in the general location of the proposed sports courts is required.*

While the proposed sports courts were required by the Planning Commission to be moved to the south side of the existing field, staff felt that the condition to abandon Ivy Street was still appropriate, as the Bethlehem Lutheran School already occupies a portion of the right-of-way presently.

The applicant is requesting the abandonment of an 8,570 square foot portion of the terminus of Ivy Street to meet the condition of approval required by the Planning Commission. This portion of Ivy Street is a cul-de-sac originally intended to serve single family residential lots that were ultimately never developed. The cul-de-sac bulb is already occupied by the Bethlehem Lutheran School as a part of their open field, and the remainder of the area to be abandoned is adjacent to the same field, as well as to the parsonage for the Bethlehem Lutheran Church. The applicant proposes to abandon that portion of Ivy Street from the south side of the parsonage driveway to the end of the cul-de-sac bulb. This allows the parsonage driveway to maintain its access onto Ivy Street in its current location, and ensures that the only adjacent property impacted by this abandonment is owned by the Bethlehem Lutheran Church, the applicant for this abandonment request.

During the Planning Commission meeting and subsequent Board of Supervisors meeting to hear an appeal of the Special Use Permit by two adjacent property owners, concerns about access and drainage issues related to this section of Ivy Street were expressed. As mentioned above, the applicant has proposed to only abandon that portion of Ivy Street south of the parsonage driveway. No other driveways of adjacent residential properties will be impacted. As a result of testimony at both meetings, Engineering staff recognizes that significant ponding of water occurs in this area of Ivy Street during storm events. To mitigate the drainage issues, Engineering staff has recommended conditions of approval that require the applicant to address the drainage of Ivy Street onto the adjacent Bethlehem Lutheran School property as a part of this abandonment. These conditions include the following:

1. The owner must extend the eastern curb and gutter or install a valley gutter to the abandoned area to assist in property drainage.
2. The owner must grade the unpaved area in and around the abandoned area such that it will drain properly.
3. As a part of these improvements, the owner must submit a conceptual drainage study which evaluates the current and proposed future state including off-site flows.
4. Public utility easements must be created for any existing public utilities which are within the abandoned area.

The Engineering Division has also provided detail regarding the Chain of Title for the right-of-way that indicates that it was dedicated on Parcel Map No. 1055, File No. 75251 and that there is no indication that the City ever paid for the right-of-way.

All utilities, with the exception of Southwest Gas, have indicated that they have no utilities in the right-of-way to be abandoned. Southwest Gas has stated that they do have utilities within the abandonment area, and require an easement along the alignment of the existing utility. As outlined above, staff has recommended a condition of approval that the applicant provide a public utility easement for any public utilities that may be within the abandonment area.

Based on the findings of fact contained in this staff report that the public will not be materially injured by the proposed abandonment, it is recommended that the Planning Commission make a recommendation to the Board of Supervisors for approval of AB-15-152, subject to the recommended conditions of approval.

**PUBLIC COMMENTS:** A public notice was sent by certified mail to the three adjacent property owners on October 28, 2015. Staff notes that per NRS 278.480, noticing of only those property owners abutting the proposed abandonment is required. In this case, the only property owner directly abutting the proposed abandonment is the applicant for the abandonment, Bethlehem Lutheran Church. However, because the appellants of the Special Use Permit expressed concerns about the proposed abandonment at both the Planning Commission and Board of Supervisors meetings, staff provided notice to them as well. The appellants' properties are located adjacent to the Bethlehem Lutheran Church property to the north on either side of Ivy Street. At the writing of this report, there have been no comments in opposition or support of the proposed abandonment.

**CITY DEPARTMENT/OUTSIDE AGENCY COMMENTS:** The following comments were received from City departments. Recommendations have been incorporated into the recommended conditions of approval, where applicable.

**Engineering Division:**

1. The owner must extend the eastern curb and gutter or install a valley gutter to the abandoned area to assist in property drainage.
2. The owner must grade the unpaved area in and around the abandoned area such that it will drain properly.
3. As a part of these improvements, the owner must submit a conceptual drainage study which evaluates the current and proposed future state including off-site flows.
4. Public utility easements must be created for any existing public utilities which are within the



abandoned area.

**Building Division:** No comments.

**Fire Department:** No comments.

**Health Department:** No comments.

**Environmental Control Authority:** No comments.

**RIGHT-OF-WAY ABANDONMENT FINDINGS:** In accordance with the policy for right-of-way abandonments adopted by the Board of Supervisors on October 1, 1998, the staff recommendation is based upon the following findings, which are substantiated in the public record.

**1. Will the public be materially injured or not?**

The proposed area for abandonment is an unused cul-de-sac surrounded by the applicant's property on three sides. This area was once intended to serve single family residential lots, but those lots were never developed. To accommodate drainage concerns, the applicant will be required to make improvements in and around the abandonment area, which will result in an improved condition at the new terminus of Ivy Street. Because the area to be abandoned has been largely unused by the public for several years, staff does not believe material injury will occur as a result of the proposed abandonment. Landlocked parcels will not be created.

**2. Whether the street was dedicated or not?**

There are no records indicating that the City ever paid for the right-of-way. Since Carson City did not pay for the right-of-way, it is staff's conclusion that no charge for the right-of-way be required.

**3. What should the reasonable consideration be if the street was not dedicated?**

The Engineering Division states that there are no indications that Carson City ever paid for the right-of-way in question. It is recommended that there be no charge in addition to the fee to apply and postage required to notify the adjacent property owners.

**4. If abandonment has a public benefit, how much of the public benefit should be offset against the determination of reasonable consideration?**

No charge for this abandonment is recommended. Therefore, this item does not apply to this abandonment.

**5. Applicability of the parking value analysis applied to this request.**

The area to be abandoned provides for possibly two legal on-street parking spaces. As Ivy Street is located in a residential neighborhood with parking for each residence on its own site, excessive on-street parking is not necessary. Staff does not believe the elimination of these two on-street parking spaces will be detrimental to the neighborhood.

**6. Should utilities easements be reserved, continued or vacated?**

Southwest Gas has indicated that they do have utilities in the right-of-way to be abandoned. Staff has recommended a condition of approval that a public utility easement be dedicated for any utilities that may exist within the right-of-way to ensure access after the abandonment occurs.

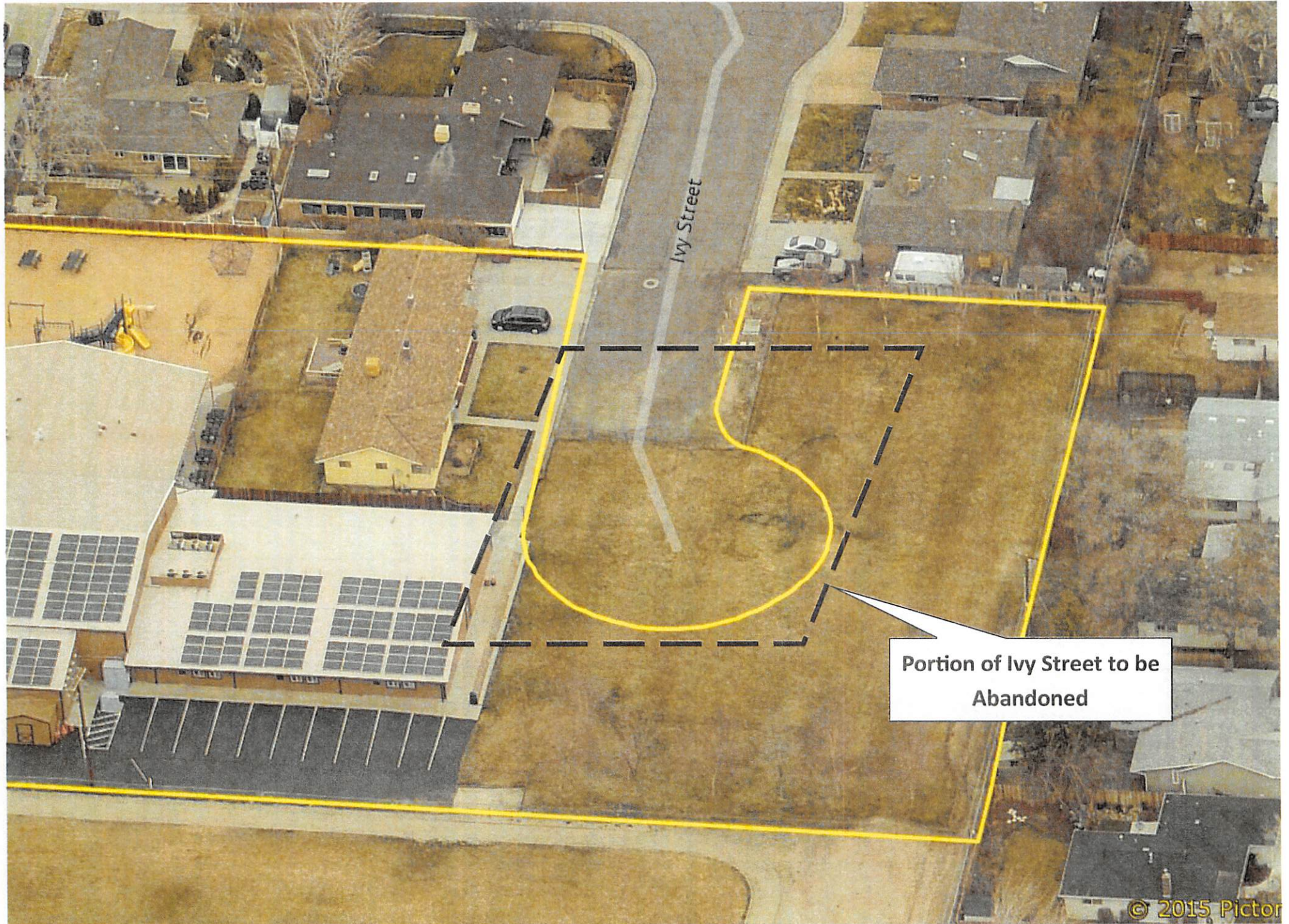
**7. Imposition of any conditions of approval by the Board of Supervisors or recommended by the Planning Commission or staff.**

Staff has included within this staff report conditions of approval which relate to the responsibilities of the applicant in the event this application is approved.

**Attachments:**

- Aerial Site Photo
- Engineering Division Comments
- Building Division Comments
- Fire Department Comments
- Health Department Comments
- Environmental Control Authority Comments
- Draft Order of Abandonment
- Application (AB-15-152)





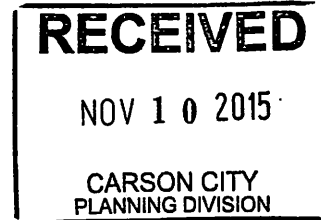
Portion of Ivy Street to be Abandoned





## MEMORANDUM

**DATE:** May 28, 2015  
**TO:** Kathe Green – Planning Division  
**FROM:** Stephen Pottéy P.E. – Engineering Division



**RE:** AB 15-052 Abandonment of City ROW in Cul de Sac at the end of Ivy Street approx. 8570 SF.  
Engineering Text for Planning Commission Staff Report

---

The following text is offered for inclusion in the Planning Commission staff report for the above referenced land use proposal:

**SUBJECT TITLE:** Request to allow the following abandonment:

The owners of 1845 Mountain St, Bethlehem Lutheran School, are asking the City to abandon the Cul de Sac right of way that is at the end of Ivy Street.

**RECOMMENDATION:**

The Engineering Division recommends APPROVAL of the proposed abandonment subject to the following conditions:

**CONDITIONS OF APPROVAL:**

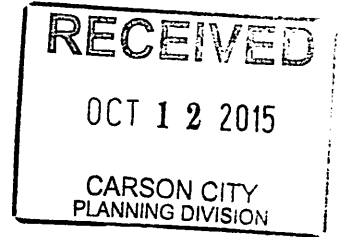
1. Owner must extend the eastern curb and gutter or install a valley gutter to abandoned area to assist in proper drainage.
2. The owner must grade the unpaved area in and around the abandoned area such that it will drain properly.
3. As part of these improvements the owner must submit a conceptual drainage study which evaluates the current and proposed future state including off site flows.
4. Public utility easements must be created for any existing public utilities which are within the abandoned area.

**DISCUSSION:** The Engineering Division has reviewed the request within our areas of purview relative to adopted standards and practices. The following discussion is offered.

1. Chain of Title: This right of way was dedicated on the parcel map no 1055, file number 75251. There is no indication the City ever paid for this right of way.

October 12 ,2015

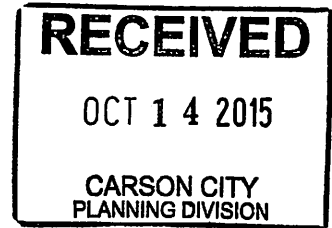
AB-15-152



Building has no comments at this time.

Shawn Keating CBO  
Building Official  
Carson City Community Development Department  
Web page <http://www.carson.org/index.aspx?page=172>  
[skeating@carson.org](mailto:skeating@carson.org)  
Office 775-887-2310 X 7052  
Fax 775-887-2202  
Cell 775-230-6623

October 14, 2015



AB-15-152

Fire Department has no concerns with this project.

Dave Ruben

Fire Department

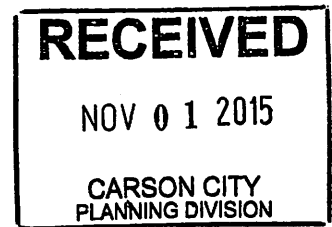
November 2, 2015

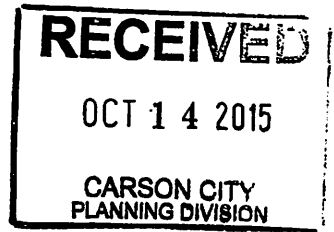
**AB-15-152**

Carson City Health and Human Services has no comments

Dustin Boothe, MPH, REHS  
Carson City Health and Human Services  
900 E. Long St.  
Carson City, NV 89706  
(775) 887-2190 ext. 7220

[dboothe@carson.org](mailto:dboothe@carson.org)





October 13, 2015

Major Project Review Committee

Re: # AB – 15-152

Dear Kathe,

After initial plan review the Carson City Environmental Control Authority (ECA), a Division of Carson City Public Works Department (CCPW), has the following requirements per the Carson City Municipal Code (CCMC) and the Uniform Plumbing Code (UPC) for the AB 15-152 Abandonment of terminus of Ivy St. request:

1. ECA has no comments for this request.

Please notify Mark Irwin if you have any questions regarding these comments, I can be reached at 775-283-7380.

Sincerely;

Mark Irwin  
Environmental Control Officer 3

c: Kelly Hale, Environmental Control Supervisor



**Carson City Planning Division**  
 108 E. Proctor Street, Carson City, NV 89701  
 Phone: (775) 887-2180 Email: [planning@carson.org](mailto:planning@carson.org)

**FILE # AB - 15 - / 52**

**APPLICANT** PHONE #  
 Bethlehem Lutheran School 775-882-5252

**MAILING ADDRESS, CITY, STATE, ZIP**  
 1845 Mountain St Carson City, Nv 89703

**EMAIL ADDRESS**  
 Lonnie Kargas lkarges@blcs.org

**PROPERTY OWNER** PHONE #  
 Bethlehem Lutheran Church 775-882-5252

**MAILING ADDRESS, CITY, STATE, ZIP**  
 1837 Mountain St Carson City, Nv 89703

**EMAIL ADDRESS**  
 Lonnie Kargas lkarges@blcs.org

**APPLICANT AGENT/REPRESENTATIVE** PHONE #  
 J.P. Copoulos, Architect 775-885-7907

**MAILING ADDRESS, CITY, STATE, ZIP**  
 P.O. Box 2517 Carson City, Nv 89702

**EMAIL ADDRESS**  
 info@jpcarchitect.com

**FOR OFFICE USE ONLY:**

**ABANDONMENT OF PUBLIC RIGHT-OF-WAY**

**RECEIVED**  
 OCT 14 2015  
 CARSON CITY PLANNING DIVISION

**FEE:** \$2,450.00 + notices fee

**SUBMITTAL PACKET**

- Application Form
- 6 Completed Application Packets (1 Original + 5 Copies)
- Legal Description
- Written Project Description
- Site Map
- Utility Statements (original)
- Documentation of taxes paid to date
- Chain of Title or Title Report for subject parcel showing how right of way was originally dedicated
- Complied with notes below.\*

**Application Reviewed and Received By:**

---

**Submittal Deadline: See attached PC application submittal schedule.**

Project's Assessor Parcel Number(s):	Street Address	Zip Code
001-111-33	1845 Mountain St Carson City, Nv 89703	

Briefly describe location, width and length of the proposed abandonment:  
**Cul de Sac at the end of Ivy Street approx 8570 SF**

**JUSTIFICATION:** Explain why the request is being made, if the subject right-of-way was ever dedicated to Carson City, when and by whom, and why the abandonment will not damage any adjacent properties: **Original lot lines were deleted when subdivision was abandoned but the cul de sac was not. Cul de sac is in the middle of the owners property. Abandonment was requested during MPR**

If you are abandoning an access, explain how the parcel will be accessed:  
 Not Applicable

**PROPERTY OWNER'S AFFIDAVIT**

I, Lonnie Karges, being duly deposed, do hereby affirm that I am the record owner of the subject property, and that I have knowledge of, and I agree to, the filing of this application.

Lonnie Karges Signature      #8 171 Six mile Cyn Rd Dayton NV Address      10-1-15 Date

Use additional page(s) if necessary for other names.

STATE OF NEVADA  
 COUNTY Carson city )

On October 1, 2015, Lonnie Ray Karges, personally appeared before me, a notary public, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document and who acknowledged to me that he/she executed the foregoing document.

Joyce Hoffer  
 Notary Public

**JOYCE HOFFER**  
 Notary Public, State of Nevada  
 Appointment No. 10-2365-3

**NOTES:** In order to facilitate the processing of your application, prior to submitting your application to the Planning Division, please contact Engineering at 887-2300 to ensure that department has no concerns with your application, and take your packet to the Titles Department for signature. A signed utility statement, a typed legal description, and an 8 1/2 by 11 inch map prepared by a licensed surveyor describing the land to be abandoned are required to be submitted with this application. Please submit detailed and explicit plans, as they will be submitted for review by the Planning Commission and Board of Supervisors, and subsequently recorded.


**PRIOR TO AGENDIZING FOR BOARD OF SUPERVISORS, DOCUMENTATION OF TAXES PAID IN FULL FOR THE FISCAL YEAR IS REQUIRED.**

**UTILITY STATEMENTS FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY**

LOCATED AT: 1837 - 1845 Mountain St      APN 001-111-33

(THE LOCATION, APN NUMBER AND ADDRESS MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)

1. We DO NOT have a utility in the right-of-way being abandoned and DO NOT desire continuation of said easement in its present location.

	<u>CLIFF COOPER</u>	<u>AT&amp;T</u>	<u>10-13-15</u>
Signature	Print Name	Company	Date
Signature	Print Name	Company	Date
Signature	Print Name	Company	Date

2. We DO have a utility in the right-of-way being abandoned and desire creation of a public utility easement (PUE) along the alignment of the existing utility.

Signature	Print Name	Company	Date
Signature	Print Name	Company	Date
Signature	Print Name	Company	Date

3. OTHER: (Please type in a statement which applies to your situation): \_\_\_\_\_

Signature	Print Name	Company	Date
Signature	Print Name	Company	Date
Signature	Print Name	Company	Date

**THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS**


NV Energy	Southwest Gas Corporation
Charter Communications	AT&T Nevada
Carson City Engineering (will sign during review)	Carson City Utilities

**UTILITY STATEMENTS FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY**

LOCATED AT: 1837 - 1845 Mountain St      APN 001-111-33

(THE LOCATION, APN NUMBER AND ADDRESS MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)


1. We DO NOT have a utility in the right-of-way being abandoned and DO NOT desire continuation of said easement in its present location.

	<u>Richard Eichler</u>	<u>Charter</u>	<u>10-6-15</u>
Signature	Print Name	Company	Date

_____ Signature	_____ Print Name	_____ Company	_____ Date
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_____ Signature	_____ Print Name	_____ Company	_____ Date
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2. We DO have a utility in the right-of-way being abandoned and desire creation of a public utility easement (PUE) along the alignment of the existing utility.

	<u>STEVEN YOUNG</u>	<u>SOUTHWEST GAS</u>	<u>10-5-15</u>
Signature	Print Name	Company	Date

_____ Signature	_____ Print Name	_____ Company	_____ Date
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_____ Signature	_____ Print Name	_____ Company	_____ Date
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3. OTHER: (Please type in a statement which applies to your situation): \_\_\_\_\_

\_\_\_\_\_

_____ Signature	_____ Print Name	_____ Company	_____ Date
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_____ Signature	_____ Print Name	_____ Company	_____ Date
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_____ Signature	_____ Print Name	_____ Company	_____ Date
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**THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS**

NV Energy  
Charter Communications  
Carson City Engineering (will sign during review)

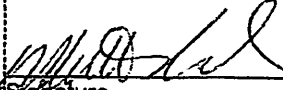
Southwest Gas Corporation  
AT&T Nevada  
Carson City Utilities

**UTILITY STATEMENTS FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY**

LOCATED AT: 1837 - 1845 Mountain St      APN 001-111-33

(THE LOCATION, APN NUMBER AND ADDRESS MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)

1. We DO NOT have a utility in the right-of-way being abandoned and DO NOT desire continuation of said easement in its present location.

	<u>MATT BENGMILL</u>	<u>NV ENERGY</u>	<u>10/20/15</u>
Signature	Print Name	Company	Date
_____ Signature	_____ Print Name	_____ Company	_____ Date
_____ Signature	_____ Print Name	_____ Company	_____ Date

2. We DO have a utility in the right-of-way being abandoned and desire creation of a public utility easement (PUE) along the alignment of the existing utility.

_____ Signature	_____ Print Name	_____ Company	_____ Date
_____ Signature	_____ Print Name	_____ Company	_____ Date
_____ Signature	_____ Print Name	_____ Company	_____ Date

3. OTHER: (Please type in a statement which applies to your situation): \_\_\_\_\_

_____ Signature	_____ Print Name	_____ Company	_____ Date
_____ Signature	_____ Print Name	_____ Company	_____ Date
_____ Signature	_____ Print Name	_____ Company	_____ Date

**THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS**

- |   |                           |
|---|---------------------------|
| NV Energy   | Southwest Gas Corporation |
| Charter Communications                            | AT&T Nevada               |
| Carson City Engineering (will sign during review) | Carson City Utilities     |

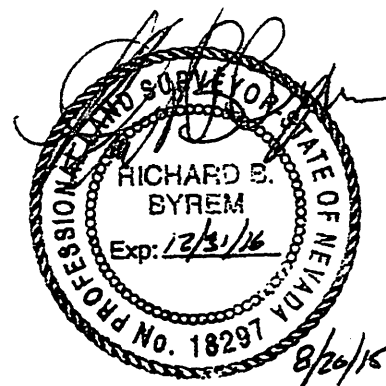
**LEGAL DESCRIPTION**  
**PARTIAL RIGHT-OF-WAY ABANDONMENT**  
**OF IVY STREET, CARSON CITY, NEVADA**  
*(Prepared at the request of Bethlehem Lutheran Church and School)*

A portion of Ivy Street, being a fifty foot wide public road with a forty-five foot radius cul-de-sac, as shown on Parcel Map no. 861, filed for record on December 30, 1980, in Book 4 of Maps, at Page 861, together with an appurtenant 7.5 foot wide public utility easement also shown on said Parcel Map no. 861, in the office of the Carson City Recorder, lying entirely within the Northeast One-quarter of the Southeast One-quarter of Section 7, Township 15 North, Range 20 East of the Mount Diablo Meridian, Carson City, Nevada, said portion of Ivy Street to be abandoned being more particularly described as follows:

Commencing at the NW corner of Parcel 4, as shown on said Parcel Map no. 861;  
Thence S 89°55'22"E along the Northerly boundary of said Parcel 4 a distance of 521.17 feet to the Westerly right-of-way line of said Ivy Street;  
Thence S 00°04'38"W along said Westerly right-of-way line of Ivy Street a distance of 40.00 feet to the POINT OF BEGINNING;  
Thence S 89°55'22"E a distance of 50.00 feet;  
Thence S 00°04'38"W along the Easterly right-of-way line of said Ivy Street a distance of 23.40 feet;  
Thence 18.46 feet along the arc of a curve to the left having a central angle of 70°31'45", a radius of 15.00 feet, and a chord which bears S 35°11'14"E 17.32 feet to a point of reverse curvature;  
Thence 196.77 feet along the arc of a curve to the right having a central angle of 250°31'45", a radius of 45.00 feet, and a chord which bears S 54°48'43"W 73.49 feet;  
Thence N 00°04'38"E along said Westerly right-of-way line of Ivy Street a distance of 79.97 feet to the POINT OF BEGINNING;  
Containing 8570 square feet, or 0.197 acre, more or less.

Basis of Bearings: The north line of Parcel 4 as shown on Parcel Map no. 861 in the Carson City records. (S 89°55'22"E)

Prepared by:  
Richard B. Byrem, PLS  
Resource Concepts, Inc.  
212 Elks Point Road, Suite 443  
PO Box 11796, Zephyr Cove, NV 89448  
(775) 588-7500



**LEGAL DESCRIPTION**  
of  
**BETHLEHEM LUTHERAN CHURCH and SCHOOL PARCEL**  
*(After partial abandonment of Ivy Street)*

All of that land previously described at Document no. 137889 in the office of the Carson City Recorder, together with an abandoned portion of Ivy Street, lying entirely within the Northeast One-quarter of the Southeast One-quarter of Section 7, and the Northwest One-quarter of the Southwest One-quarter of Section 8, Township 15 North, Range 20 East of the Mount Diablo Meridian, Carson City, Nevada, and being more particularly described as follows:

BEGINNING at the NW corner of said parcel of land previously described at Document no. 137889, also being the NW corner of Parcel 4, as shown on Parcel Map no. 861 in said Carson City records;

Thence S 89°55'22"E along the Northerly boundary of said Parcel 4 a distance of 521.17 feet to the Westerly right-of-way line of said Ivy Street;

Thence S 00°04'38"W along said Westerly right-of-way line of Ivy Street a distance of 40.00 feet;

Thence S 89°55'22"E a distance of 50.00 feet;

Thence N 00°04'38"E along the Easterly right-of-way line of said Ivy Street a distance of 30.00 feet;

Thence S 89°55'22"E a distance of 100.00 feet;

Thence S 00°04'38"W a distance of 240.00 feet;

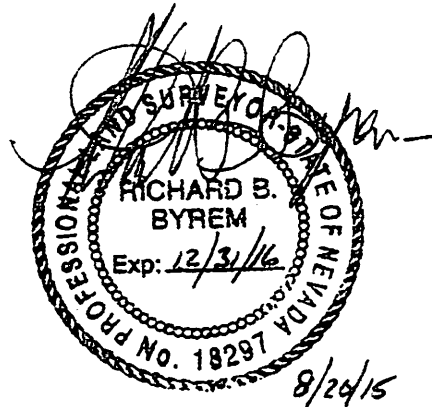
Thence N 89°55'22"W a distance of 671.57 feet to a point on the Easterly right-of-way line of Mountain Street;

Thence N 01°10'09"E along said Easterly right-of-way line of Mountain Street a distance of 250.00 feet to the POINT OF BEGINNING;

Containing 3.78 acres, more or less.

Basis of Bearings: The north line of Parcel 4 as shown on Parcel Map no. 861 in the Carson City records. (S 89°55'22"E)

Prepared by:  
Richard B. Byrem, PLS  
Resource Concepts, Inc.  
212 Elks Point Road, Suite 443  
PO Box 11796, Zephyr Cove, NV 89448  
(775) 588-7500



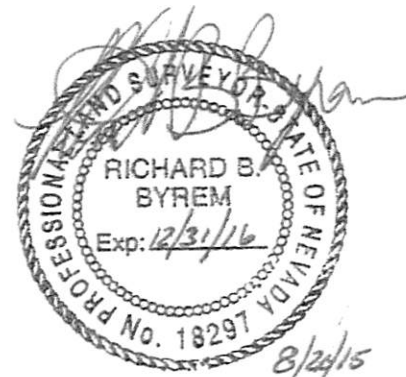
**LEGAL DESCRIPTION  
REVISED FIRE LANE EASEMENT**

A tract of land being for the purpose of a fire lane access easement across a portion of that land previously described at Document no. 137889 in the office of the Carson City Recorder and a portion of previously abandoned Ivy Street right-of-way, superseding and replacing the 20 foot emergency ingress and egress easement shown on Parcel Map no. 861 in said Carson City records, lying entirely within the Northeast One-quarter of the Southeast One-quarter of Section 7, Township 15 North, Range 20 East of the Mount Diablo Meridian, Carson City, Nevada, and being more particularly described as follows:

BEGINNING at the SW corner of said parcel described at Document no. 137889, also being the SW corner of Parcel 4, as shown on said Parcel Map no. 861;  
Thence N 00°10'09"E along the Westerly right-of-way line of Mountain Street, a public street, a distance of 20.00 feet;  
Thence S 89°55'22"E a distance of 505.04 feet;  
Thence 46.12 feet along the arc of a curve to the left having a central angle of 90°00'00", a radius of 30.00 feet, and a chord which bears N 45°04'38"E 42.43 feet;  
Thence N 00°04'38"E a distance of 159.95 feet;  
Thence S 89°55'22"E along the Southerly right-of-way line of said Ivy Street a distance of 20.00 feet;  
Thence S 00°04'38"W a distance of 160.00 feet;  
Thence 78.54 feet along the arc of a curve to the right having a central angle of 90°00'00", a radius of 50.00 feet, and a chord which bears S 45°04'38"W 70.71 feet;  
Thence N 89°55'22"W along the Southerly boundary line of said parcel described at Document no. 137889 a distance of 505.07 feet to the POINT OF BEGINNING;  
Containing 14,557 square feet, more or less.

Basis of Bearings: The north line of Parcel 4 as shown on Parcel Map no. 861 in the Carson City records. (S 89°55'22"E)

Prepared by:  
Richard B. Byrem, PLS  
Resource Concepts, Inc.  
212 Elks Point Road, Suite 443  
PO Box 11796, Zephyr Cove, NV 89448  
(775) 588-7500



DESCRIPTION OF PROPOSED PROJECT  
TO  
ADD FOUR CLASSROOMS  
& RELOCATE PLAYGROUND FACILITIES  
FOR THE  
BETHLEHEM LUTHERAN SCHOOL

July 10, 2015

Applicant is requesting a Special Use Permit for the Bethlehem Lutheran School for work at their site on Mountain St. The work would consist of an expansion to the elementary school. It would be a three phase project as per the attached plans and as follows:

**Phase One:** Move playground

**Phase Two:** Construct sports court, change fence at north side to 6' height  
(it was determine during the Major Project review to apply for a street abandonment at Ivy Street)

**Phase Three:** Build classroom addition

The school has experienced considerable growth. With the addition of the Lutheran High School in Indian Hills, the Lutheran school program can provide a full range of educational opportunities from preschool thru high school in our geographic area. Interest in the Lutheran school program has increased as a result.

The new addition will provide relief of some overcrowding that has occurred do to student growth. Additionally some of the existing classroom space will be converted to new program use (music & computers) allowing the school to expand class grades into the new addition.



MOUNTAIN STREET

N 00°10'00" E 250.00'

A.P.N. 001-111-03

A.P.N. 001-111-04

A.P.N. 001-111-05

A.P.N. 001-111-06

A.P.N. 001-111-07

A.P.N. 001-111-08

S 89°55'22" E 521.17'

BETHLEHEM LUTHERAN CHURCH AND SCHOOL  
 A.P.N. 001-111-33  
 (1837 & 1845 Mountain Street)  
 NEW AREA = 3.78 AC.

IVY STREET (50 R-O-W)

EXISTING FIRE SERVICE UTILITIES WITHIN R-O-W

A.P.N. 001-111-09  
 S 69°55'22" E 100.00'

L = 18.45'  
 R = 18.00'  
 D = 70°31'45"

L = 198.77'  
 R = 45.00'  
 D = 250°31'45"

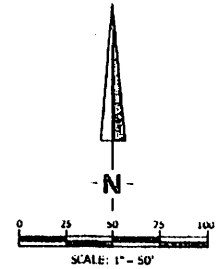
PORTION OF IVY STREET R-O-W TO BE ABANDONED (8670 SQ. FT. / 0.197 AC.)

OUTSIDE

FIRE LANE EASEMENT

N 89°55'22" W 671.57'

A.P.N. 001-111-01 FRITSCHE ELEMENTARY



A.P.N. 001-110-15

A.P.N. 001-110-14

A.P.N. 001-110-13

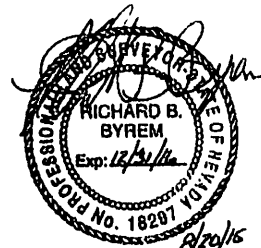
A.P.N. 001-110-12

A.P.N. 001-110-01

S 00°04'38" W 240.00'

CURVE	BEARING	RADIUS
L1	S89°55'22"E	50.00
L2	S00°04'38"W	23.40
L2	N00°04'38"E	30.00

PREPARED BY:  
 RESOURCE CONCEPTS, INC.  
 340 N. MINNESOTA STREET  
 CARSON CITY, NV 89703  
 776-883-1600



RIGHT OF WAY ABANDONMENT  
 FOR  
 BETHLEHEM LUTHERAN CHURCH AND SCHOOL  
 WITHIN A PORTION OF THE NE1/4 OF THE SE1/4  
 OF SECTION 7, T.15 N., R.20 E., M.D.M.  
 CARSON CITY, NEVADA

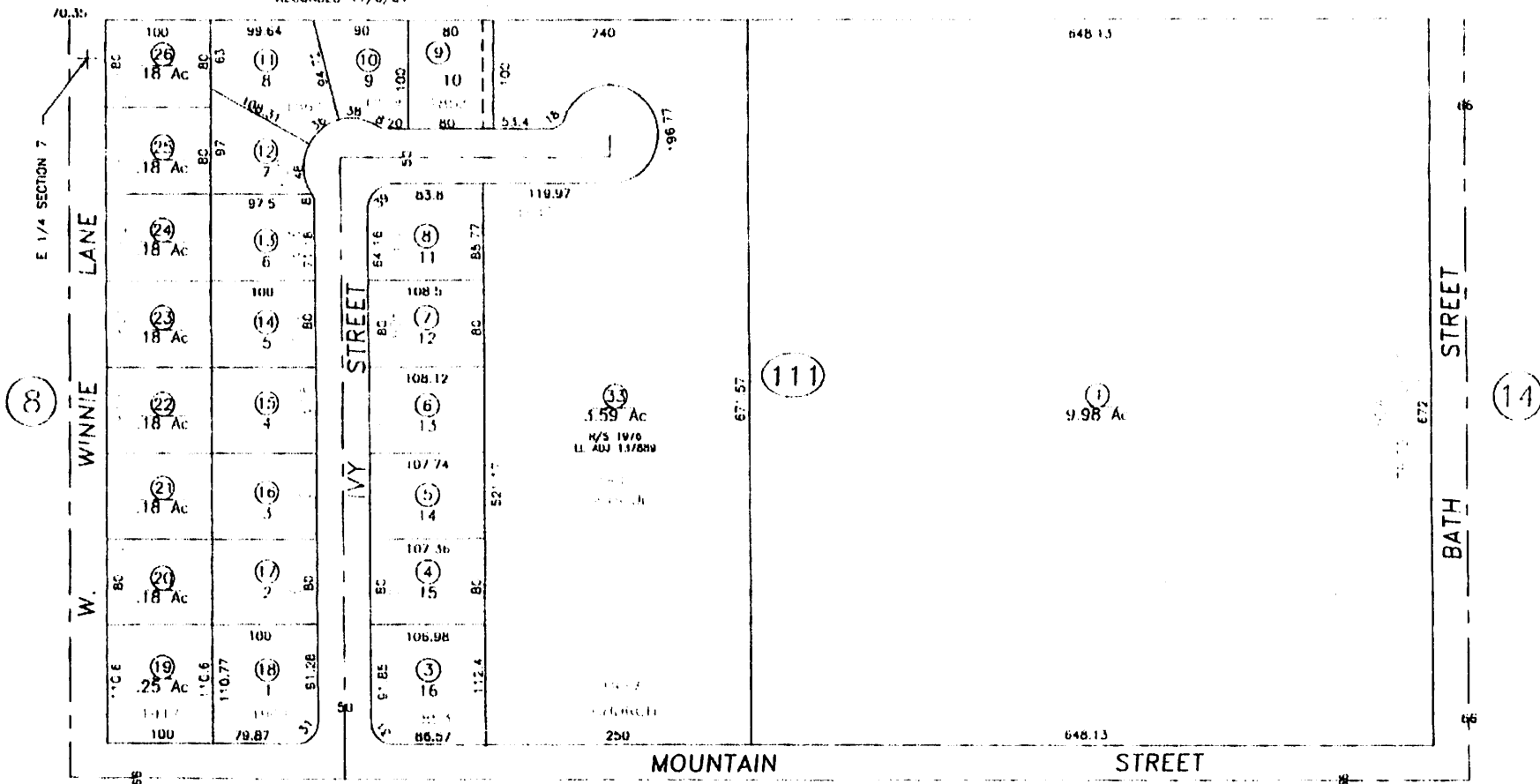
PORTION NE1/4 SE1/4 SECTION 7, T.15 N., R.20 E., M.D.B. & M

1-11

**MOUNTAIN VIEW  
SUBDIVISION**

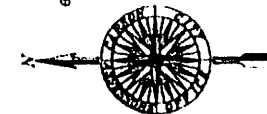
RECORDED 11/6/64

(10)



CARSON CITY, NEVADA  
THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY  
ASSESSOR FOR ASSESSMENT AND ILLUSTRATIVE PURPOSES  
ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY  
IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF  
THE DATA DELINEATED THEREON.

(12)



Scale 1"=100'  
Revised 1/5/93

**CARSON CITY COMMUNITY DEVELOPMENT APPROVAL**  
THIS LOT LINE ADJUSTMENT IS HEREBY APPROVED AND ACCEPTED BY CARSON CITY

12/10/23  
CARSON CITY COMMUNITY DEVELOPMENT  
DIRECTOR BALTER & SULLIVAN

**SURVEYOR'S CERTIFICATE**

I, JAMES P. HADDAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEVADA, HAVE PREPARED A FIELD SURVEY OF THE BOUNDARIES OF THE AFFECTED PARCELS. ALL CORNERS AND ANGLE POINTS OF THE ADJUSTED BOUNDARY HAVE BEEN SET. THIS MAP IS NOT IN CONFLICT WITH THE PROVISIONS OF CHAPTER 210 OF THE NEVADA STATUTES AND SECTIONS 1 AND 3 OF CHAPTER 276 OF THE SIXTY-SIXTH LEGISLATIVE SESSION.

*James P. Haddan*  
JAMES P. HADDAN, P.L.S. 6288

**OWNER'S CERTIFICATE**

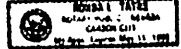
WE, THE UNDERSIGNED OWNERS OF THE AFFECTED PARCELS AS SHOWN ON THIS MAP DO HEREBY STATE:

- WE HAVE EXAMINED THIS MAP AND APPROVE AND AUTHORIZE ITS RECORDING.
- WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS CREATING AN EASEMENT WHICH IS SHOWN HEREON.
- WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS AMENDING ANY EXISTING EASEMENT PURSUANT TO THE PROVISIONS OF NRS 210.010 TO 210.014, INCLUSIVE, AND SECTIONS 1 AND 3 OF CHAPTER 276 OF THE SIXTY-SIXTH LEGISLATIVE SESSION.
- ALL PROPERTY TAXES OF THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID.
- ANY LIENOR WITH AN IMPOUND ACCOUNT FOR THE PAYMENT OF TAXES HAS BEEN NOTIFIED OF THE ADJUSTMENT OF THE BOUNDARY LINE ON THE TRANSFER OF THE LAND.

*Richard Schmalz*      *Howard Stegeman*  
RICHARD SCHMALZ      HOWARD STEGEMAN  
PRESIDENT      TREASURER

**STATE OF NEVADA } S.S.  
CARSON CITY }**

ON THIS 10th DAY OF Sept, 1923, RICHARD SCHMALZ AND HOWARD STEGEMAN DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT THEY EXECUTED THE FOREGOING CERTIFICATE PRESENT AND FORWARDED FOR THE USE AND PURPOSES STATED THEREIN.



**CITY ENGINEER APPROVAL**

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS THE DULY APPOINTED CARSON CITY ENGINEER AND THAT HE HAS EXAMINED THIS LOT LINE ADJUSTMENT EASEMENT HEREON AND FINDS THAT ALL PROVISIONS OF THE LAWS OF THE STATE OF NEVADA AND CARSON CITY PERTAINING TO LOT LINE ADJUSTMENT PROCEDURE HAVE BEEN COMPLIED WITH AND HE IS SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

*Timothy C. Johnson*      12/10/23  
TIMOTHY C. JOHNSON      DATE  
CITY ENGINEER

**REFERENCE DOCUMENTS**

PARCEL MAP NO 1085 CARSON CITY, NEVADA  
PARCEL MAP NO 861 CARSON CITY, NEVADA

**BASIS OF BEARINGS**

THE SOUTH LINE OF PARCEL 4 AS SHOWN ON PARCEL MAP NO 861 CARSON CITY, NEVADA (2024/1/2)

**NOTES**

- THIS RECORD OF SURVEY IS REQUIRED PER N.R.S. 688.240.
- THIS IS NOT A PARCEL MAP AS DEFINED IN N.R.S.
- THIS RECORD OF SURVEY IS NOT IN CONFLICT WITH EXISTING zoning REQUIREMENTS.

**CLERK-RECORDERS CERTIFICATE**

FILED FOR RECORD THIS 14th DAY OF December 1923 AT 11:00 A.M. IN BOOK 11 PAGE 117 OF THE OFFICIAL RECORDS OF CARSON CITY, NEVADA AT THE REQUEST OF *Richard Schmalz, Howard Stegeman* RECORDING FEE \$ 10.00 FILE NO. 202311479

*Christina D. Johnson*  
CLERK-RECORDER

**TREASURER CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT TAXES ARE NOT DELINQUENT ON LAND PORTALED BY THIS RECORD OF SURVEY MAP.

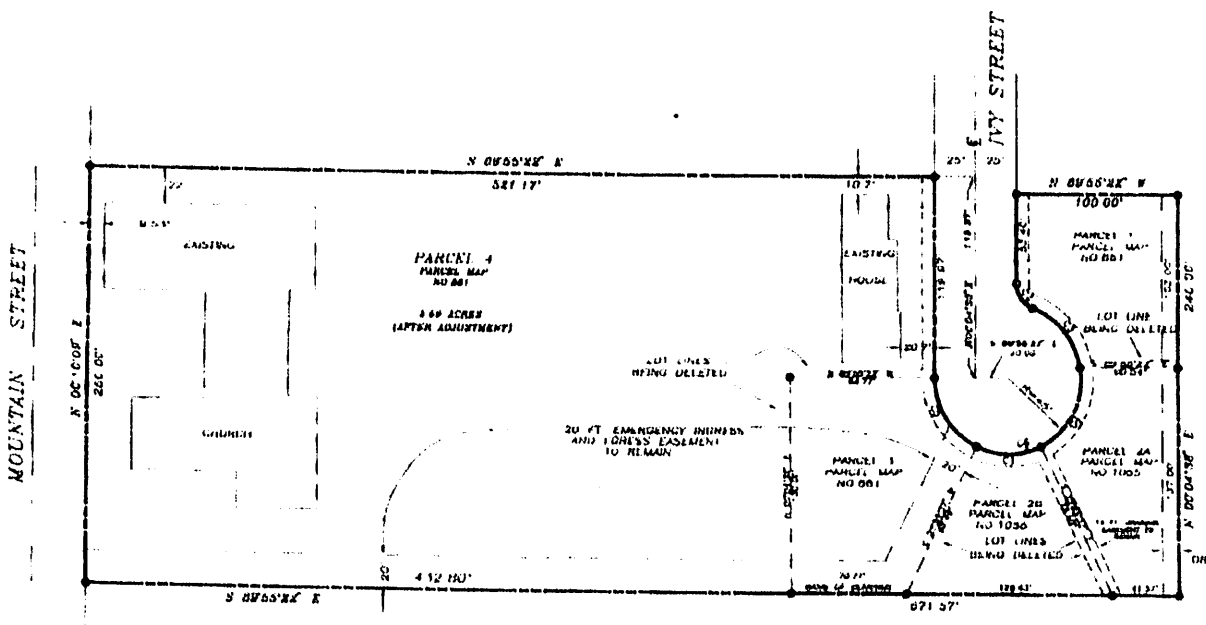
*Howard Stegeman*      12/10/23  
HOWARD STEGEMAN      DATE  
TREASURER

TOTAL AREA - 3.69 ACRES

**RECORD OF SURVEY SUPPORTING A BOUNDARY LINE ADJUSTMENT FOR BETHLEHEM LUTHERAN CHURCH**

BEING A PORTION OF THE NE 1/4 SE 1/4 SECTION 7 & THE NE 1/4 SE 1/4 SECTION 8 T 16 N. R 20 E. M. 000 A M CARSON CITY, NEVADA

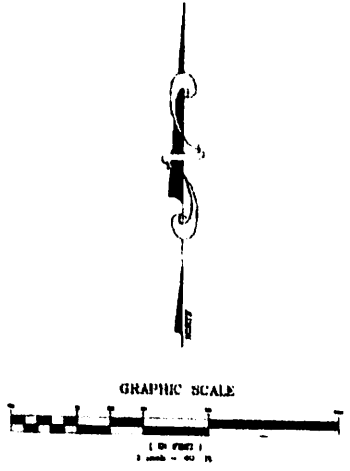
**HADDAN ENGINEERING**      300 HUFFERDING ROAD NO 11  
CARSON CITY NEVADA 89706  
(702) 865-0360



SURVEY	MARKS	LENGTH	TANGENT	BEARING
01	45.00'	48.73'	21.86'	37°51'12"
02	15.00'	18.48'	7.07'	30°31'12"
03	25.00'	48.40'	18.04'	37°51'12"
04	45.00'	57.18'	28.04'	37°51'12"
05	45.00'	50.38'	28.30'	37°51'12"
06	45.00'	100.77'	63.94'	38°51'12"

**LEGEND**

- MET S/W NEEDLE AND CAP NO. 8284
- NOTHING FOUND ON SET OR AS INDICATED
- CENTERLINE
- P.U.I. PUBLIC UTILITY AND DRAINAGE EASEMENT



FOR UNRESPONSIBLE WRITTEN DESCRIPTIONS OF THE LOT LINE ADJUSTMENT, SEE RECORD'S DOCUMENT NO. 000211479

# NORTHERN NEVADA TITLE COMPANY

307 W. Winnie Lane, Suite #1 Carson City, NV 89703  
Phone: (775) 883-7513 - Fax: (775) 887-5065

Order #: N1500942-991-991  
Bethlehem Lutheran Church  
1837 Mountain Street  
Carson City, NV 89703

Escrow Officer: 991 Title Only  
Title Officer: Tammy May

Property Address: 1837 Mountain Street Carson City, NEVADA 89703

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## PRELIMINARY REPORT

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Effective Date: August 13, 2015 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, **Northern Nevada Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Fidelity National Title Insurance Company**.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Dated as of August 13, 2015 at 7:30 AM

Northern Nevada Title Company



Tammy May, Title Officer

**SCHEDULE A**

The form of policy of title insurance contemplated by this report is:

**None**

The estate or interest in the land hereinafter described or referred to covered by this report is:

**A FEE**

Title to said estate or interest at the date hereof is vested in:

**Bethlehem Lutheran Church, a Nevada Non-Profit corporation**

The land referred to herein is situated in the County of **Carson City**, State of **Nevada**, and is described as follows:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.**

**EXHIBIT A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARSON CITY, IN THE COUNTY OF CARSON CITY, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

Description of all that real property resulting from a Lot Line Deletion between Parcels 1, 9 and 4 of Parcel Map 881 and Parcels 2A and 2B of Parcel Map 1055, Carson City, Nevada, being a portion of the NE ¼ SE ¼ Section 7 and the NW ¼ SW ¼ Section 8, T. 15 N., R. 20 E., M.D.B.&M., Carson City, Nevada and more particularly described as follows:

COMMENCING at the Northwest corner of Parcel 4, as shown on Parcel Map No. 861, Carson City, Nevada said point being the True Point of Beginning; thence S. 89°55'22" E., 521.17 feet; thence S. 00°04'38" W., 119.97 feet; thence on a curve to the left with radius of 45.00 feet, central angle of 250°31'47" and arc length of 196.77 feet; thence on a curve to the right with radius of 15.00 feet, central angle of 70°31'47" and arc length of 18.47 feet; thence N. 00°04'38" E., 53.40 feet; thence S. 89°55'22" E., 100.00 feet; thence S. 00°04'38" W., 240.00 feet; thence N. 89°55'22" W., 671.57 feet; thence N. 00°10'09" E., 250.00 feet to the True Point of Beginning.

Note: Legal description contained in Document No. 137889, recorded December 14, 1992, Official Records of Carson City, State of Nevada.

APN: 001-111-33

## SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments 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 that 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. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
5. (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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**SCHEDULE B – Section B**

At the date hereof Exceptions to coverage in addition to the printed exceptions to said policy form would be as follows:

1. The herein described property is tax exempt.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Nevada Revised Statutes.
3. Liens levied by the Carson City Water and Sewer District for water, sewer and storm water utilities, by reason that subject property is located within said district. To verify payments, delinquencies or liens, contact Carson City Utilities at (775) 887-2355.
4. Notes, easements and recitals as set forth on Parcel Map No. 1250, 26339 and Record of Survey Map No. 137890 the map herein referred. Said notes, easements and recitals will affect the use of the herein described property and a review of said map is advised.
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 

Purpose:	Drainage ditch
Recording Date:	September 20, 1961
Recording No:	Book 93, Page 341, Instrument No. 43375, of Official Records
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 

Granted to:	Carson City, State of Nevada
Purpose:	Public purposes
Recording Date:	March 31, 1981
Recording No:	Book 297, Page 241, Instrument No. 3140, of Official Records
7. An Order vacating and abandoning public utility and drainage easement, on the terms and provisions contained therein,
 

Recording Date:	December 14, 1992
Recording No:	Instrument No. 137888, of Official Records
8. A deed of trust to secure an indebtedness in the amount shown below,
 

Amount:	\$50,000.00
Dated:	May 1, 2003
Trustor/Grantor	Bethlehem Lutheran Church, a Nevada non-profit corporation
Trustee:	Frist American Title Insurance Company, a California corporation
Beneficiary:	California-Nevada-Hawaii District Church Extension Fund, a California non-profit corporation
Recording Date:	May 28, 2003
Recording No:	Instrument No. 298866, of Official Records
9. "Preliminary Reports" are furnished in connection with an application for title insurance and are offers to issue a title policy subject to the stated exceptions set forth in the report. The information contained herein, while deemed reliable, does not reflect the information that would be shown in an abstract of title, and no liability is assumed nor is any assurance given as to the accuracy of the vesting, legal description or items contained in or deleted from this report.



**SCHEDULE B – Section B  
(Continued)**

**END OF SCHEDULE B EXCEPTIONS**

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the “Website”). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

### **How Information is Collected**

The types of personal information FNF collects may include, among other things (collectively, “Personal Information”): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver’s license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

### **Additional Ways Information is Collected Through the Website**

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a “cookie” to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as “clear gifs”). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at <http://www.aboutads.info>.
- For those in the U.K., you can opt-out via the IAB UK’s industry opt-out at <http://www.youronlinechoices.com>.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

### **Use of Personal Information**

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, “Third Parties”) who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF’s, FNF’s affiliates and third parties’ products and services.

### **When Information Is Disclosed By FNF**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

#### **Information From Children**

We do **not** collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this

Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

#### **Privacy Outside the Website**

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

#### **European Union Users**

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

#### **Choices With Your Personal Information**

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask

individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

#### **Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **FNF Compliance with California Online Privacy Protection Act**

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

**The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

#### **No Representations or Warranties**

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

#### **Your Consent To This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
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EFFECTIVE AS OF: MAY 1, 2015

## Attachment One (Revised 06-05-14)

CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990

## 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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but 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; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

## EXCEPTIONS FROM COVERAGE—SCHEDULE B, PART I

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

1. 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.
- 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. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
  3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
  4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
  5. (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.
  6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

## EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

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1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

2006 ALTA LOAN POLICY (06-17-06)  
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;

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- 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 11, 13 or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
- (a) a fraudulent conveyance or fraudulent transfer, or
- (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. 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 Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, 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:

#### PART I

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that 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 that 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. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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 and not shown by the Public Records.
5. (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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

#### PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

#### 2006 ALTA OWNER'S POLICY (06-17-06)

#### 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;

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- (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.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### 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:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that 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 that 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. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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 and that are not shown by the Public Records.
5. (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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

#### 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 which 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, 6, 13(c), 13(d), 14 or 16.

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- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 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 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
- 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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## **EXHIBIT A**

Description of all that real property resulting from a Lot Line Deletion between Parcels 1, 9 and 4 of Parcel Map 881 and Parcels 2A and 2B of Parcel Map 1055, Carson City, Nevada, being a portion of the NE ¼ SE ¼ Section 7 and the NW ¼ SW ¼ Section 8, T. 15 N., R. 20 E., M.D.B.&M., Carson City, Nevada and more particularly described as follows:

COMMENCING at the Northwest corner of Parcel 4, as shown on Parcel Map No. 861, Carson City, Nevada said point being the True Point of Beginning; thence S. 89°55'22" E., 521.17 feet; thence S. 00°04'38" W., 119.97 feet; thence on a curve to the left with radius of 45.00 feet, central angle of 250°31'47" and arc length of 196.77 feet; thence on a curve to the right with radius of 15.00 feet, central angle of 70°31'47" and arc length of 18.47 feet; thence N. 00°04'38" E., 53.40 feet; thence S. 89°55'22" E., 100.00 feet; thence S. 00°04'38" W., 240.00 feet; thence N. 89°55'22" W., 671.57 feet; thence N. 00°10'09" E., 250.00 feet to the True Point of Beginning.

Note: Legal description contained in Document No. 137889, recorded December 14, 1992, Official Records of Carson City, State of Nevada.

Assessor's Parcel Number: 001-111-33