

**STAFF REPORT FOR THE PLANNING COMMISSION MEETING OF FEBRUARY 24, 2021**

**FILE NUMBER:** AB-2021-0008

**AGENDA ITEM:** E.2

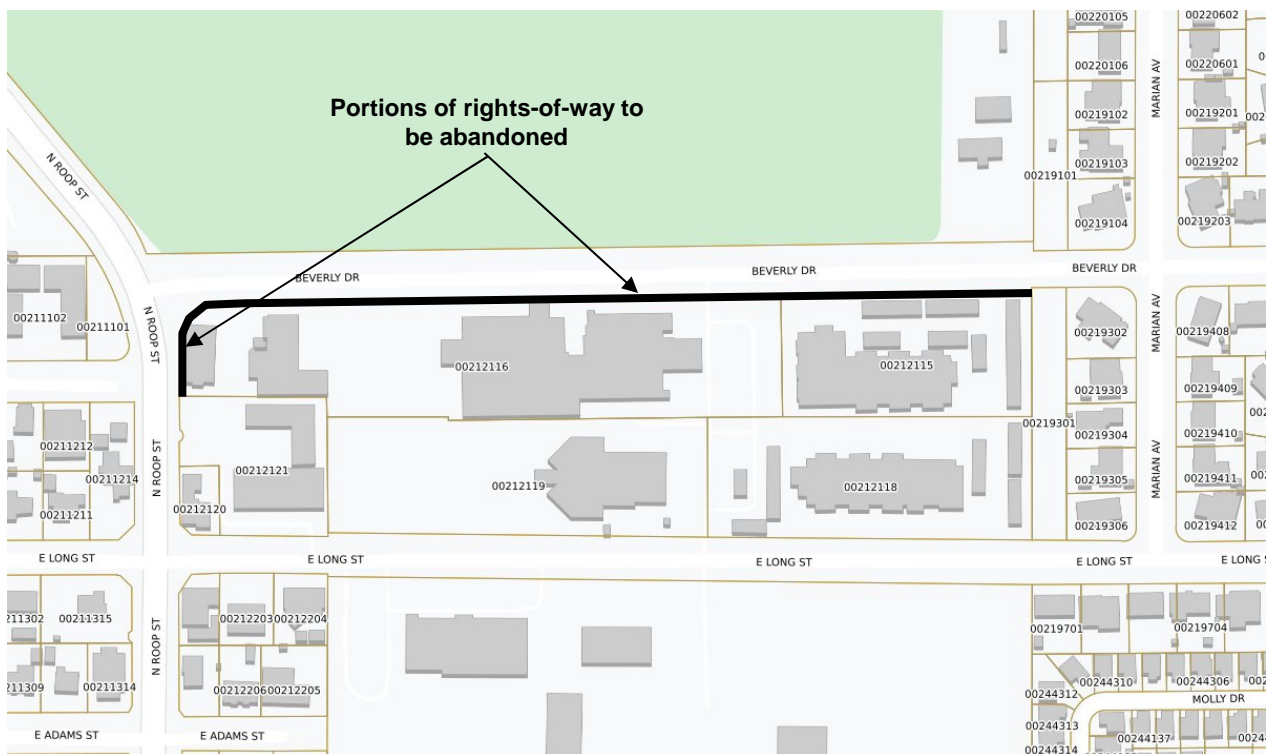
**STAFF CONTACT:** Heather Ferris, Associate Planner

**AGENDA TITLE:** For Possible Action: Discussion and possible action regarding a request for an abandonment of a portion of a public right-of-way totaling approximately 0.39 acres along the south side of Beverly Drive and the east side of N. Roop Street, adjacent to properties located at 911 and 1101 Beverly Drive, APNs 002-121-15 and 02-121-16. (Heather Ferris, [hferris@carson.org](mailto:hferris@carson.org))

**STAFF SUMMARY:** The proposal is to abandon a 13-foot-wide by 1,328.62-foot-long portion of Beverly Drive in front of the Senior Center and Autumn Village Apartments, continuing along the N. Roop Street frontage of the Senior Center parcel (APN 002-121-16). This area has been improved by the adjacent property owners with landscaping and is no longer needed for right-of-way purposes. If approved, this area will be absorbed into the adjacent parcels. Per CCMC 17.15, the Planning Commission makes a recommendation to the Board of Supervisors regarding requests for right-of-way abandonment. The Board of Supervisors is authorized to abandon the right-of-way.

**RECOMMENDED MOTION:** "I move to recommend that the Board of Supervisors approve AB-2021-0008, based on the findings and subject to the conditions of approval contained in the staff report."

**VICINITY MAP:**



**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 as 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 may be rescheduled for the next Planning Commission meeting for further consideration. This Notice of Decision will be mailed to the applicant for signature after approval by the Board of Supervisors.
3. Conditional approval for the requested abandonment shall expire one year after Board of Supervisors approval of the original application unless an extension of time has been granted by the Board of Supervisors.
4. The abandonment shall be recorded concurrently with the final Parcel Map for PM-2021-0007. The final Parcel Map shall retain the existing 10-foot public utility easement along the existing property frontage and grant an additional 13-foot public utility easement along the new property frontage, yielding a public utility easement of 23 feet.

**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.

**Adjacent MASTER PLAN DESIGNATION:** Public/Quasi-Public

**Adjacent ZONING:** Public Regional (PR) & Public Community (PC)

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

**SURROUNDING ZONING AND LAND USE INFORMATION:**

NORTH: Public Regional (PR)/Lone Mountain Cemetery  
SOUTH: Residential Office (RO), Public Community (PC) & Public Regional (PR)/Apartments & Carson City Health and Human Services Building  
EAST: Public Regional (PR)/Apartments  
WEST: Public Community (PC)/vacant

**DISCUSSION:**

The request is to allow the abandonment of the portion of Beverly Drive and N. Roop Street, adjacent to APN's 002-121-15 and 002-121-16. The portion to be abandoned is 13 feet wide by 1,328.62 feet long located on the south side of Beverly Drive in front of the Senior Center and Autumn Village Apartments and continues along the N. Roop Street frontage of the Senior Center parcel (APN 002-121-16). The total area being abandoned is approximately 0.39 acres.

The right-of-way was recognized in 1953 when a survey was completed to, among other things, delineate the occupied right-of-way for the Nevada State Highway also known as "Cemetery Road." The area under review has been improved by the adjacent landowners with landscaping. The abandonment of these rights-of-way areas are proposed to be reverted in their entirety to the adjacent parcels.

In addition to this abandonment, the applicant has concurrently applied for a Parcel Map which staff is reviewing. As a condition of approval for the parcel map staff is requiring the abandonment be

completed prior to recording the map. Additionally, the abandonment is conditioned on the concurrent recordation of the parcel map to ensure the appropriate public utility easements will be established and retained.

CCMC 17.15 identifies the approval process for abandonment of rights-of-way. The Planning Commission reviews the abandonment and makes recommendation to the Board. The Board has the authority to approve the abandonment. Per NRS 278.480 if, upon public hearing by the Board of Supervisors, the Board is satisfied that the public will not be materially injured by the proposed vacation it shall order the street or easement vacated.

**PUBLIC COMMENTS:** A public notice was sent by certified mail to the adjacent property owners per Nevada Revised States on February 9, 2021. At the writing of this report, there have been no public comments received regarding 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:** The Engineering Division recommends APPROVAL of the proposed abandonment subject to the following conditions of approval.

- The abandonment shall be recorded concurrently with the final Parcel Map for PM-2021-0007. The final Parcel Map shall retain the existing 10-foot public utility easement along the existing property frontage and grant an additional 13-foot public utility easement along the new property frontage, yielding a public utility easement of 23 feet.

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

1. What is the chain of title of the right-of-way?

Development Engineering agrees with Robert C. Nellis, Real Property Manager, finding that there is no history of dedication so the chain of title of the right-of-way is not provided.

2. Will the abandonment result in material injury to the public?

No. The section of right-of-way currently has utilities. This functionality will be preserved with public utility easements.

3. What is the history regarding the street being dedicated or not?

No history of dedication.

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

Development Engineering has no comment on this finding.

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

Development Engineering has no comment on this finding.

6. What is the applicability of the parking value analysis applied to this request?

The areas of abandonment do not provide for parking. The portions of right-of-way that are being requested for abandonment are currently being used for landscaping while parking by the private property owners and their guests are currently provided on the private property.

7. Should utilities easements be reserved, continued or vacated?

Public utility easements will be reserved, and additional easements established. The abandonment is required to be recorded concurrently with the final Parcel Map for PM-2021-0007. The final Parcel Map shall retain the existing 10-foot public utility easement along the existing property frontage and grant additional an 13-foot public utility easement along the new property frontage, yielding a public utility easement of 23 feet.

8. Are any conditions of approval by the board of supervisors or recommendations by the planning commission or staff included?

Please see above.

**RIGHT-OF-WAY ABANDONMENT FINDINGS:** In accordance with CCMC 17.15.010, staff recommendation is based upon the following findings, which are substantiated in the public record.

**1. Will the abandonment result in material injury to the public?**

The abandonment will not result in material injury to the public. This request is to allow for the abandonment of a portion of Beverly Drive and N. Roop Street adjacent to APNs 002-121-15 or 002-121-16. The area to be abandoned is 13 feet wide by 1,328.62 long totaling approximately 0.39 acres. The rights-of-way have been improved by the adjacent landowners with landscaping. The abandonments of these rights-of-way are proposed to be reverted back to the adjacent parcels. This portion of the rights-of-way currently have utilities. This functionality will be preserved with the required public utility easements.

**2. What is the history regarding the street being dedicated or not?**

There are no records indicating the street was dedicated. The right-of-way for Beverly Drive was recognized in 1953 when a survey was completed (Map #48) to, among other things, delineate the occupied right-of-way for the Nevada State Highway also known as "Cemetery Road." Today this road is known as Beverly Drive. The area under review has been improved by the adjacent landowners with landscaping.

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

No financial considerations are recommended. The right-of-way is owned by Carson City and the adjacent parcels which would be absorbing these areas of abandonment are also owned by Carson City.

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

No financial considerations are recommended for this abandonment. The right-of-way as well as the two adjacent parcels are owned by Carson City.

**5. What is the applicability of the parking value analysis applied to this request?**

The portions of the right-of-way being considered for abandonment are improved by the adjacent property owners with landscaping and are comprised of the areas behind the existing sidewalks. The

area of abandonment does not provide for any parking.

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

The applicant has concurrently applied for a Parcel Map which staff is reviewing. Appropriate public utility easements will be established with the Parcel Map. Additionally, the existing PUE along the property frontage will be retained. As recommended the abandonment is conditioned on the concurrent recordation of the Parcel Map establishing and retaining these easements, yielding a 23-foot public utility easement along the property frontage.

**7. Are any conditions of approval by the Board of Supervisors or recommendations by the Planning Commission or staff included?**

In addition to the conditions required by CCMC 18.02.105.9 staff is recommending the abandonment be conditioned on the concurrent recordation of the Parcel Map establishing and retaining appropriate public utility easements along the frontage.

Attachments:

Draft Order of Abandonment  
Application (AB-2021-0008)

APN(s): 002-121-15 and 002-121-16

AN ORDER ABANDONING A PORTION OF A PUBLIC RIGHT-OF-WAY TOTALING APPROXIMATELY 0.39 ACRES ALONG THE SOUTH SIDE OF BEVERLY DRIVE AND THE EAST SIDE OF N. ROOP STREET, ADJACENT TO PROPERTIES LOCATED AT 911 AND 1101 BEVERLY DRIVE, CARSON CITY, NV APNS 002-121-15 AND 002-121-16.

WHEREAS, on January 15, 2021, the Carson City Real Property Manager duly filed a written application seeking vacation and abandonment of a 13-foot-wide by 1,328.62-foot-long portion of Beverly Drive along the frontage of 911 Beverly Drive and 1101 Beverly Drive, continuing along the N. Roop Street frontage of 911 Beverly Drive, Carson City, NV APNs 002-121-15 and 002-121-16; 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 February 24, 2021. At the public hearing 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 \_\_\_\_\_, 2021, 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 portion of the right-of-way is more particularly described on the attached Exhibit A and depicted in attached Exhibit B, resultant parcels are described on attached Exhibit C.

NOW, THEREFORE, the Board of Supervisors hereby orders:

1. That the above-described access easement and right-of-way are 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 utility facilities, which may presently exist within the areas affected by abandonment's, will be protected by easements. The abandonment is subject to reserving easements for utility companies and/or Carson City, as requested.
4. The abandonment shall be recorded concurrently with the final Parcel Map for PM-2021-0007. The final Parcel Map shall retain the existing 10-foot public utility easement along the existing property frontage and grant additional 13-foot public utility easement along the new property frontage, yielding a public utility easement of 23 feet.

ORDERED this \_\_\_th day of \_\_\_\_\_, 2021, by the Carson City Board of Supervisors.

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LORI BAGWELL, MAYOR

ATTEST:

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AUBREY ROWLATT, Clerk-Recorder

**EXHIBIT "A"**  
**ABANDONMENT OF PORTIONS OF ROOP STREET AND BEVERLY DRIVE**

**ABANDONMENT LOT 1**

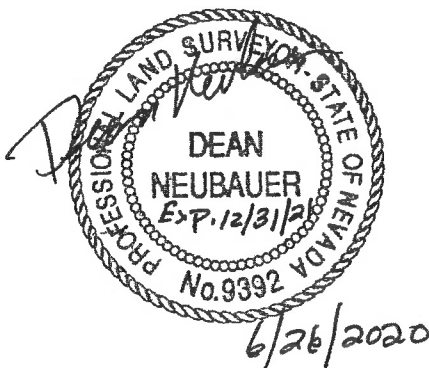
All that portion of Roop Street and Beverly Drive situated in the Southwest Quarter of the Southeast Quarter of Section 8, Township 15 North, Range 20 East, M.D.B. & M., City and County of Carson City, State of Nevada, more particularly described as follows:

**BEGINNING** at a point whence the northeast corner of Lot 1 of said Section 8 as described in the approved field notes and shown on the approved plat by the United States Department of the Interior, Bureau of Land Management October 28, 1996, said corner monumented with a 3.5 inch brass cap stamped "LOT 1, AP1"; bears North 89°57'01" East, a distance of 360.43 feet distant; **THENCE** along the north line of said Lot 1 which is also the north line of Parcel 2 of a Parcel Map recorded June 13, 2005 under File No. 337949, Map No. 2562 and the south right of way line of Beverly Drive, South 89°57'01" West, a distance of 809.91 feet; **THENCE** southwesterly on a curve to the left concave to the southeast with an arc length of 93.45 feet, a radius of 60.00 feet, a delta of 89°14'16" and a chord that bears South 45°18'13" West, 84.29 feet; **THENCE** along the west line of said parcel 2 and the east right of way line of Roop Street South 00°54'49" West a distance of 74.65' feet to the southwest corner of said Parcel 2; **THENCE** North 89°03'08" West, a distance of 4.28 feet; **THENCE** North 00°56'41" East a distance of 30.17 feet; **THENCE** northwesterly on a curve to the left concave to the west with an arc length of 66.97 feet, a radius of 415.00 feet, a delta of 09°14'45" and a chord that bears North 03°40'41" West, 66.90 feet; **THENCE** northeasterly on a reverse curve to the right concave to the southeast with an arc length of 91.10 feet, a radius of 73.00 feet, a delta of 71°30'07" and a chord that bears North 54°10'18" East, 85.30 feet; **THENCE** North 89°57'01" East, a distance of 810.08 feet; **THENCE** South 00°39'46" West a distance of 13.00 feet **TO THE POINT OF BEGINNING**. Containing 12,143 square feet more or less.



Basis of Bearings for this legal is the Nevada State Plane Coordinate System, West Zone NAD83(94) based upon real time kinematic GPS observations, observed 03/20/2020 using a survey grade dual frequency GPS receiver from control monument CC083 and CC084 modified by a combined factor of 1.0002, scaled from 0.00N ,0.00E and converted to U.S. Survey Feet. Per Record of Survey, File No. 403435, Recorded 8/11/2010, Map No. 2749 in the office of the County Recorder of Carson City, Nevada.

Prepared by  
**Lumos & Associates, Inc.**  
Dean Neubauer, PLS 9392  
308 N. Curry Street, Suite 200  
Carson City, NV 89703  
JN-10052.000



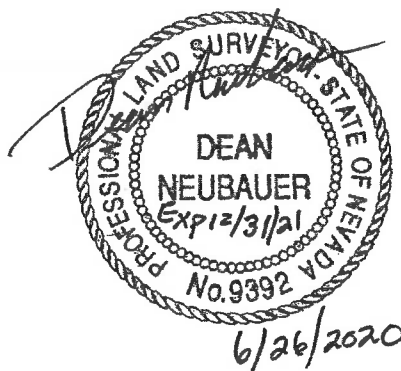
**ABANDONDED LOT 2**

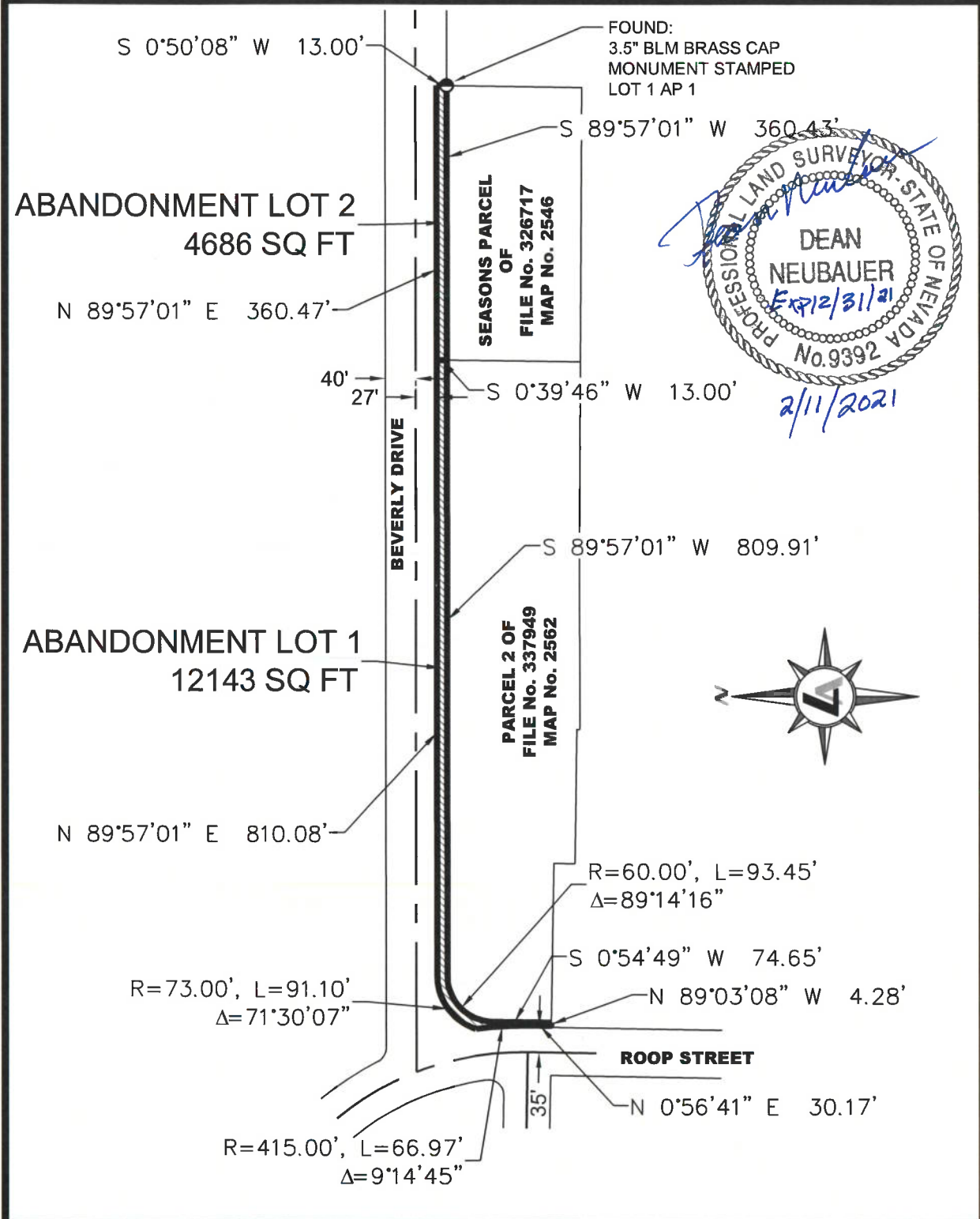
All that portion of Beverly Drive situated in the Southwest Quarter of the Southeast Quarter of Section 8, Township 15 North, Range 20 East, M.D.B. & M., City and County of Carson City, State of Nevada, more particularly described as follows:

**BEGINNING** at a the northeast corner of Lot 1 of said Section 8 as described in the approved field notes and shown on the approved plat by the United States Department of the Interior, Bureau of Land Management October 28, 1996, said corner monumented with a 3.5 inch brass cap stamped "LOT 1, AP1"; **THENCE** along the north line of said Lot 1 and the south right of way line of Beverly Drive, South 89°57'01" West, a distance of 360.43 feet; **THENCE** North 00°39'46" East a distance of 13.00 feet; **THENCE** North 89°57'01" East, a distance of 360.47 feet; **THENCE** South 00°50'08" West a distance of 13.00 feet **TO THE POINT OF BEGINNING**. Containing 4,686 square feet more or less.

Basis of Bearings for this legal is the Nevada State Plane Coordinate System, West Zone NAD83(94) based upon real time kinematic GPS observations, observed 03/20/2020 using a survey grade dual frequency GPS receiver from control monument CC083 and CC084 modified by a combined factor of 1.0002, scaled from 0.00N ,0.00E and converted to U.S. Survey Feet. Per Record of Survey, File No. 403435, Recorded 8/11/2010, Map No. 2749 in the office of the County Recorder of Carson City, Nevada.

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 308 N. Curry Street, Suite 200  
 Carson City, NV 89703  
 JN-10052.000





**LUMOS**  
& ASSOCIATES

308 N. CURRY ST.,  
SUITE 200  
CARSON CITY, NV 89703  
TEL (775) 883-7077

**EXHIBIT "B"**  
**ABANDONMENT OF PORTIONS OF**  
**ROOP STEET & BEVERLY DRIVE**  
**IN SECTION 8, T15N, R20E, MDM**

**CARSON CITY** **NEVADA**

Date: 02/2021  
Scale: 1" = 200'  
Job No: 10052.000

## EXHIBIT "C"

**ABANDONMENT RESULTANT APN 002-121-16**

All that certain real property situated in Southwest Quarter of the Southeast Quarter of Section 8, Township 15 North, Range 20 East, M.D.B. & M., City and County of Carson City, State of Nevada, more particularly described as follows:

Parcel 2 of a Parcel Map for Carson City recorded June 13, 2005 under File No. 337949 and Map No. 2562 in the Official Records of Carson City, Nevada.

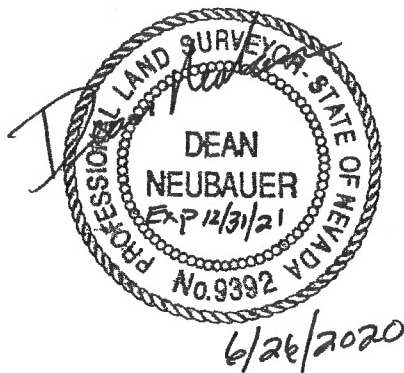
**INCLUDING THEREWITH**, portions of Roop Street and Beverly Drive (Abandoned), more particularly described as follows:

**BEGINNING** at a point whence the northeast corner of Lot 1 of said Section 8 as described in the approved field notes and shown on the approved plat by the United States Department of the Interior, Bureau of Land Management October 28, 1996, said corner monumented with a 3.5 inch brass cap stamped "LOT 1, AP1"; bears North 89°57'01" East, a distance of 360.43 feet distant; **THENCE** along the north line of said Lot 1 which is also the north line of Parcel 2 of a Parcel Map recorded June 13, 2005 under File No. 337949, Map No. 2562 and the south right of way line of Beverly Drive, South 89°57'01" West, a distance of 809.91 feet; **THENCE** southwesterly on a curve to the left concave to the southeast with an arc length of 93.45 feet, a radius of 60.00 feet, a delta of 89°14'16" and a chord that bears South 45°18'13" West, 84.29 feet; **THENCE** along the west line of said parcel 2 and the east right of way line of Roop Street South 00°54'49" West a distance of 74.65' feet to the southwest corner of said Parcel 2; **THENCE** North 89°03'08" West, a distance of 4.28 feet; **THENCE** North 00°56'41" East a distance of 30.17 feet; **THENCE** northwesterly on a curve to the left concave to the west with an arc length of 66.97 feet, a radius of 415.00 feet, a delta of 09°14'45" and a chord that bears North 03°40'41" West, 66.90 feet; **THENCE** northeasterly on a reverse curve to the right concave to the southeast with an arc length of 91.10 feet, a radius of 73.00 feet, a delta of 71°30'07" and a chord that bears North 54°10'18" East, 85.30 feet; **THENCE** North 89°57'01" East, a distance of 810.08 feet; **THENCE** South 00°39'46" West a distance of 13.00 feet **TO THE POINT OF BEGINNING**. Containing 12,143 square feet more or less.

Basis of Bearings for this legal is the Nevada State Plane Coordinate System, West Zone NAD83(94) based upon real time kinematic GPS observations, observed 03/20/2020 using a survey grade dual frequency GPS receiver from control monument CC083 and CC084 modified by a combined factor of 1.0002, scaled from 0.00N ,0.00E

and converted to U.S. Survey Feet. Per Record of Survey, File No. 403435, Recorded 8/11/2010, Map No. 2749 in the office of the County Recorder of Carson City, Nevada.

Prepared by  
**Lumos & Associates, Inc.**  
Dean Neubauer, PLS 9392  
308 N. Curry Street, Suite 200  
Carson City, NV 89703  
JN-10052.000



**ABANDONMENT RESULTANT APN 002-121-15**

A parcel of land located within a portion of Section 8, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada, being more particularly described as follows:

**BEGINNING** at a point on the Southerly right-of-way of Beverly Drive also being the Northeast corner of the "Bureau of Land Management Property Equipment Yard", as shown on the Record of Survey for Bureau of Land Management, Map No. 604, Doc. No. 74199 of the Carson City Recorder's Office;

**thence** S. 00°01'11" W., along Easterly line of said Parcel, 177.08 feet;

**thence** S. 89°47'55" W., 360.38 feet;

**thence** N. 00°01'11" E., 173.19 feet to a point on said Southerly right-of-way line;

**thence** N. 89°10'50" E., along said Southerly right-of-way, 360.42 feet to the **POINT OF BEGINNING**.

Containing 63,114 Square Feet, (1.449 Acres) more or less.

Basis of Bearing:

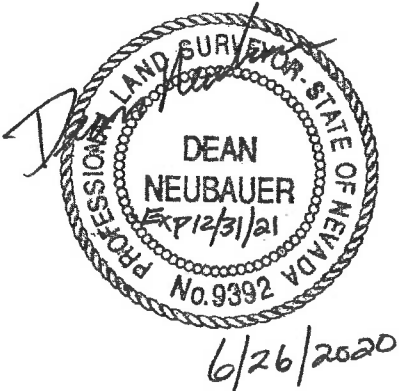
The North line of the South one-half of the BLM Property as shown on Record of Survey for Bureau of Land Management, Map No. 604, (S. 89°48'36" E.).

**INCLUDING THEREWITH**, portions of Beverly Drive (Abandoned), more particularly described as follows:

**BEGINNING** at a the northeast corner of Lot 1 of said Section 8 as described in the approved field notes and shown on the approved plat by the United States Department of the Interior, Bureau of Land Management October 28, 1996, said corner monumented with a 3.5 inch brass cap stamped "LOT 1, AP1"; **THENCE** along the north line of said Lot 1 and the south right of way line of Beverly Drive, South 89°57'01" West, a distance of 360.43 feet; **THENCE** North 00°39'46" East a distance of 13.00 feet; **THENCE** North 89°57'01" East, a distance of 360.47 feet; **THENCE** South 00°50'08" West a distance of 13.00 feet **TO THE POINT OF BEGINNING**. Containing 4,686 square feet more or less.

Basis of Bearings for this legal is the Nevada State Plane Coordinate System, West Zone NAD83(94) based upon real time kinematic GPS observations, observed 03/20/2020 using a survey grade dual frequency GPS receiver from control monument CC083 and CC084 modified by a combined factor of 1.0002, scaled from 0.00N ,0.00E and converted to U.S. Survey Feet. Per Record of Survey, File No. 403435, Recorded 8/11/2010, Map No. 2749 in the office of the County Recorder of Carson City, Nevada.

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

FOR OFFICE USE ONLY:

CCMC 17.15

FILE # AB-2021-0008

### ABANDONMENT OF PUBLIC RIGHT-OF-WAY

APPLICANT: CARSON CITY PHONE #: 775-887-2133

FEE\*: \$2,450.00 + noticing fee  
\*Due after application is deemed complete by staff

MAILING ADDRESS, CITY, STATE, ZIP  
202 N CARSON ST #3, CC, NV 89701

- SUBMITTAL PACKET – 4 Complete Packets (1 Unbound Original and 3 Copies) including:
  - Application Form
  - Written Project Description
  - Justification Statement
  - Site Map/Exhibit
  - Legal Descriptions
  - Development Engineering Memo of Support
  - Utility Statements
  - Title Report
  - Documentation of Taxes Paid to Date
- CD or USB DRIVE with complete application in PDF

EMAIL ADDRESS

PROPERTY OWNER: ROBERT NELLIS PHONE #: 775-283-7714

Application Reviewed and Received By:

MAILING ADDRESS, CITY, STATE, ZIP  
3505 Butti Way, Carson City, NV 89701

PC-21021 Heather

EMAIL ADDRESS  
RNELLIS@CARSON.ORG

Submittal Deadline: Planning Commission application submittal schedule.

APPLICANT AGENT/REPRESENTATIVE: DEAN NEUBAUER, P.L.S. PHONE #: 775-883-7077

Note: Submittals must be of sufficient clarity and detail to adequately review the request. Additional information may be required.

MAILING ADDRESS, CITY, STATE, ZIP  
308 N Curry St., Suite 200, CC, NV 89703

EMAIL ADDRESS

Project's Assessor Parcel Number(s): 002-121-15 and 002-121-16	Street Address <u>911 Beverly Dr</u> 1711 North Roop St. Carson City, Nevada 89706
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Briefly describe the proposed right-of-way abandonment. If you are abandoning an access, explain how the parcel will be accessed:  
Abandoning a portion of right-of-way adjoining APN 002-121-16 on Roop Street and continuing around the corner of Roop and Beverly Drive adjoining the above-referenced parcels for a length of 1,328.62 feet and width of 13.00 feet. Right-of-Way is not needed for City purposes. This abandonment is part of a parcel map proposing to subdivide APN 002-121-16 into three parcels.

#### PROPERTY OWNER'S AFFIDAVIT

Robert C. Nellis, 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.

[Signature]  
Signature

201 N. Carson St., CC, NV 89701  
Address

1/15/21  
Date

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

STATE OF NEVADA )  
COUNTY )

On 1/15, 2021, Robert C Nellis, 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.

Lena E. Reseck  
Notary Public





## Public Right-of-Way Abandonment Checklist

Each complete application shall include:

- ✓ A written project description describing the proposed abandonment and how access to the parcel(s) will be obtained if an access is proposed to be abandoned. Per Carson City Municipal Code (CCMC) Section 17.15.035(5), this description **must** include the following information:

  - If the subject right-of-way was ever dedicated. If so, documentation is mandatory regarding the street's dedication.
  - How all adjacent parcels will have access, should the abandonment be approved.
  - How the public at large will benefit from and not be injured from the proposed abandonment.
- ✓ Per Carson City Municipal Code (CCMC) Section 17.15.010, respond to the following required findings:

  - Will the abandonment result in material injury to the public?
  - What is the history regarding the street being dedicated or not?
  - What should the reasonable consideration be if the street was not dedicated?
  - If an abandonment has a public benefit, how much of the public benefit should be offset against the determination of reasonable consideration?
  - What is the applicability of the parking value analysis applied to this request?
  - Should utilities easements be reserved, continued or vacated?
  - Are any conditions of approval by the board of supervisors or recommendations by the planning commission or staff included?
- ✓ An 8.5"x11" Site Map/Exhibit:

  - Drawn to scale, including date, north arrow and scale.
  - Include name address and phone number of the Professional Land Surveyor, licensed in the state of Nevada, who is responsible for the exhibit.
  - Include the stamp, signature, date and license expiration date of the surveyor.
  - Indicate all parcels, rights-of-way and easements or reservations that abut the proposed abandonment.
  - The exhibit (or supplemental documentation) shall indicate any parcel(s) of land that may rely upon access of any sort over the proposed abandonment. Alternative access to the same parcels may be indicated, but note shall be made as to whether they exist or are proposed.
- ✓ Legal descriptions of the proposed abandonment AND the resulting abutting parcel(s).
- ✓ A Utility Statement signed by each utility company as indicated on the Utility Statement form.
- If available, a copy of the document(s) that dedicated/established the right-of-way originally.
- ✓ A chain of title report pertaining to the affected property (properties) that abut the area of the proposed abandonment.



**CARSON CITY NEVADA**  
**Consolidated Municipality and State Capital**  
**PUBLIC WORKS**

**DATE:** January 11, 2021

**TO:** Lena Reseck  
Assistant Planner

**FROM:** Robert C. Nellis  
Real Property Manager

**SUBJECT:** Public Right-Of-Way Abandonment Checklist

---

**Project Description**

Carson City proposes abandoning a portion of right-of-way on Roop Street adjoining APN 002-121-16 and continuing around the corner of the parcel on Beverly Drive adjoining APN 002-121-16 and 002-121-15 for a length of 1328.62 feet and width of 13.00 feet. The abandonment is not needed for City purposes and has been improved by the adjoining lots. The abandonment will match the right-of-way width of adjacent parcels, APN 002-121-21 on Roop Street and APN 002-193-01 on Beverly Drive. This abandonment is part of a parcel map that is proposing to subdivide APN 002-121-16 into three parcels.

***Dedications***

The subject right-of-way was never dedicated.

***Adjacent Parcel Access***

APN 002-121-16 currently has access to Roop Street and four access points to Beverly Drive. APN 002-121-15 currently has two access points to Beverly Drive. All access points to Roop Street and Beverly Drive are proposed to remain open for the parcels to access the public roads.

***Public Benefit***

The public does not currently utilize the proposed right-of-way abandonment area since it is improved by the adjoining parcels and, as a result, will not be injured from the proposed abandonment. The public will benefit by not having the responsibility and liability for maintenance and improvements they do not utilize in the area of proposed abandonment.

**Per Carson City Municipal Code (CCMC) Section 17.15.010, respond to the following required findings:**

Will the abandonment result in material injury to the public? **No**

What is the history regarding the street being dedicated or not? **No history of Dedication**

What should the reasonable consideration be if the street was not dedicated? **Approximately \$123,000 for APN 002-121-16 and \$48,000 APN 002-121-15. However, since both parcels are publicly owned there is no loss to the City. Rather, there is a potential benefit to the public from enhancing its land value in the event the adjoining properties are ever disposed.**

If an abandonment has a public benefit, how much of the public benefit should be offset against the determination of reasonable consideration? **N/A**

What is the applicability of the parking value analysis applied to this request? **N/A**

Should utilities easements be reserved, continued or vacated? **A Public Utility Easement is being granted as part of the Carson City's Tentative Parcel Map Application.**

Are any conditions of approval by the board of supervisors or recommendations by the planning commission or staff included? **No**

**EXHIBIT "A"**  
**ABANDONMENT OF PORTIONS OF ROOP STREET AND BEVERLY DRIVE**

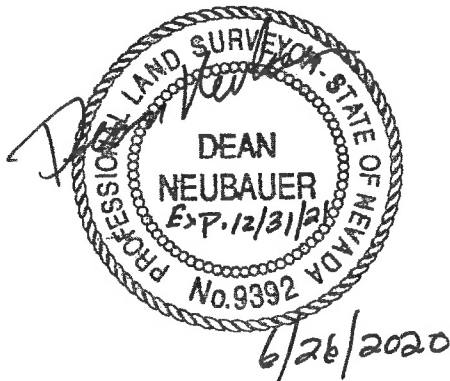
**ABANDONMENT LOT 1**

All that portion of Roop Street and Beverly Drive situated in the Southwest Quarter of the Southeast Quarter of Section 8, Township 15 North, Range 20 East, M.D.B. & M., City and County of Carson City, State of Nevada, more particularly described as follows:

**BEGINNING** at a point whence the northeast corner of Lot 1 of said Section 8 as described in the approved field notes and shown on the approved plat by the United States Department of the Interior, Bureau of Land Management October 28, 1996, said corner monumented with a 3.5 inch brass cap stamped "LOT 1, AP1"; bears North  $89^{\circ}57'01''$  East, a distance of 360.43 feet distant; **THENCE** along the north line of said Lot 1 which is also the north line of Parcel 2 of a Parcel Map recorded June 13, 2005 under File No. 337949, Map No. 2562 and the south right of way line of Beverly Drive, South  $89^{\circ}57'01''$  West, a distance of 809.91 feet; **THENCE** southwesterly on a curve to the left concave to the southeast with an arc length of 93.45 feet, a radius of 60.00 feet, a delta of  $89^{\circ}14'16''$  and a chord that bears South  $45^{\circ}18'13''$  West, 84.29 feet; **THENCE** along the west line of said parcel 2 and the east right of way line of Roop Street South  $00^{\circ}54'49''$  West a distance of 74.65' feet to the southwest corner of said Parcel 2; **THENCE** North  $89^{\circ}03'08''$  West, a distance of 4.28 feet; **THENCE** North  $00^{\circ}56'41''$  East a distance of 30.17 feet; **THENCE** northwesterly on a curve to the left concave to the west with an arc length of 66.97 feet, a radius of 415.00 feet, a delta of  $09^{\circ}14'45''$  and a chord that bears North  $03^{\circ}40'41''$  West, 66.90 feet; **THENCE** northeasterly on a reverse curve to the right concave to the southeast with an arc length of 91.10 feet, a radius of 73.00 feet, a delta of  $71^{\circ}30'07''$  and a chord that bears North  $54^{\circ}10'18''$  East, 85.30 feet; **THENCE** North  $89^{\circ}57'01''$  East, a distance of 810.08 feet; **THENCE** South  $00^{\circ}39'46''$  West a distance of 13.00 feet **TO THE POINT OF BEGINNING.** Containing 12,143 square feet more or less.

Basis of Bearings for this legal is the Nevada State Plane Coordinate System, West Zone NAD83(94) based upon real time kinematic GPS observations, observed 03/20/2020 using a survey grade dual frequency GPS receiver from control monument CC083 and CC084 modified by a combined factor of 1.0002, scaled from 0.00N ,0.00E and converted to U.S. Survey Feet. Per Record of Survey, File No. 403435, Recorded 8/11/2010, Map No. 2749 in the office of the County Recorder of Carson City, Nevada.

Prepared by  
**Lumos & Associates, Inc.**  
Dean Neubauer, PLS 9392  
308 N. Curry Street, Suite 200  
Carson City, NV 89703  
JN-10052.000



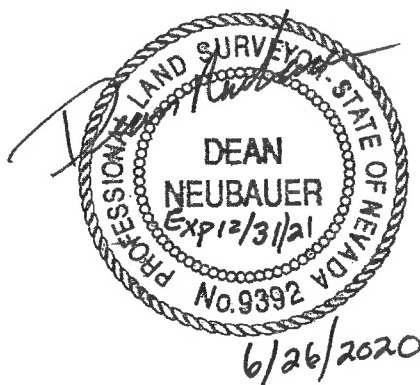
## ABANDONED LOT 2

All that portion of Beverly Drive situated in the Southwest Quarter of the Southeast Quarter of Section 8, Township 15 North, Range 20 East, M.D.B. & M., City and County of Carson City, State of Nevada, more particularly described as follows:

**BEGINNING** at a the northeast corner of Lot 1 of said Section 8 as described in the approved field notes and shown on the approved plat by the United States Department of the Interior, Bureau of Land Management October 28, 1996, said corner monumented with a 3.5 inch brass cap stamped "LOT 1, AP1"; **THENCE** along the north line of said Lot 1 and the south right of way line of Beverly Drive, South 89°57'01" West, a distance of 360.43 feet; **THENCE** North 00°39'46" East a distance of 13.00 feet; **THENCE** North 89°57'01" East, a distance of 360.47 feet; **THENCE** South 00°50'08" West a distance of 13.00 feet **TO THE POINT OF BEGINNING**. Containing 4,686 square feet more or less.

Basis of Bearings for this legal is the Nevada State Plane Coordinate System, West Zone NAD83(94) based upon real time kinematic GPS observations, observed 03/20/2020 using a survey grade dual frequency GPS receiver from control monument CC083 and CC084 modified by a combined factor of 1.0002, scaled from 0.00N, 0.00E and converted to U.S. Survey Feet. Per Record of Survey, File No. 403435, Recorded 8/11/2010, Map No. 2749 in the office of the County Recorder of Carson City, Nevada.

Prepared by  
**Lumos & Associates, Inc.**  
 Dean Neubauer, PLS 9392  
 308 N. Curry Street, Suite 200  
 Carson City, NV 89703  
 JN-10052.000



**ABANDONMENT RESULTANT APN 002-121-16**

All that certain real property situated in Southwest Quarter of the Southeast Quarter of Section 8, Township 15 North, Range 20 East, M.D.B. & M., City and County of Carson City, State of Nevada, more particularly described as follows:

Parcel 2 of a Parcel Map for Carson City recorded June 13, 2005 under File No. 337949 and Map No. 2562 in the Official Records of Carson City, Nevada.

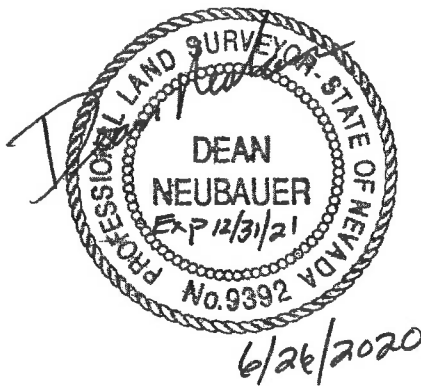
**INCLUDING THEREWITH**, portions of Roop Street and Beverly Drive (Abandoned), more particularly described as follows:

**BEGINNING** at a point whence the northeast corner of Lot 1 of said Section 8 as described in the approved field notes and shown on the approved plat by the United States Department of the Interior, Bureau of Land Management October 28, 1996, said corner monumented with a 3.5 inch brass cap stamped "LOT 1, AP1"; bears North 89°57'01" East, a distance of 360.43 feet distant; **THENCE** along the north line of said Lot 1 which is also the north line of Parcel 2 of a Parcel Map recorded June 13, 2005 under File No. 337949, Map No. 2562 and the south right of way line of Beverly Drive, South 89°57'01" West, a distance of 809.91 feet; **THENCE** southwesterly on a curve to the left concave to the southeast with an arc length of 93.45 feet, a radius of 60.00 feet, a delta of 89°14'16" and a chord that bears South 45°18'13" West, 84.29 feet; **THENCE** along the west line of said parcel 2 and the east right of way line of Roop Street South 00°54'49" West a distance of 74.65' feet to the southwest corner of said Parcel 2; **THENCE** North 89°03'08" West, a distance of 4.28 feet; **THENCE** North 00°56'41" East a distance of 30.17 feet; **THENCE** northwesterly on a curve to the left concave to the west with an arc length of 66.97 feet, a radius of 415.00 feet, a delta of 09°14'45" and a chord that bears North 03°40'41" West, 66.90 feet; **THENCE** northeasterly on a reverse curve to the right concave to the southeast with an arc length of 91.10 feet, a radius of 73.00 feet, a delta of 71°30'07" and a chord that bears North 54°10'18" East, 85.30 feet; **THENCE** North 89°57'01" East, a distance of 810.08 feet; **THENCE** South 00°39'46" West a distance of 13.00 feet **TO THE POINT OF BEGINNING**. Containing 12,143 square feet more or less.

Basis of Bearings for this legal is the Nevada State Plane Coordinate System, West Zone NAD83(94) based upon real time kinematic GPS observations, observed 03/20/2020 using a survey grade dual frequency GPS receiver from control monument CC083 and CC084 modified by a combined factor of 1.0002, scaled from 0.00N ,0.00E

and converted to U.S. Survey Feet. Per Record of Survey, File No. 403435, Recorded 8/11/2010, Map No. 2749 in the office of the County Recorder of Carson City, Nevada.

Prepared by  
**Lumos & Associates, Inc.**  
Dean Neubauer, PLS 9392  
308 N. Curry Street, Suite 200  
Carson City, NV 89703  
JN-10052.000





**ABANDONMENT RESULTANT APN 002-121-15**

A parcel of land located within a portion of Section 8, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada, being more particularly described as follows:

**BEGINNING** at a point on the Southerly right-of-way of Beverly Drive also being the Northeast corner of the "Bureau of Land Management Property Equipment Yard", as shown on the Record of Survey for Bureau of Land Management, Map No. 604, Doc. No. 74199 of the Carson City Recorder's Office;

**thence** S. 00°01'11" W., along Easterly line of said Parcel, 177.08 feet;

**thence** S. 89°47'55" W., 360.38 feet;

**thence** N. 00°01'11" E., 173.19 feet to a point on said Southerly right-of-way line;

**thence** N. 89°10'50" E., along said Southerly right-of-way, 360.42 feet to the **POINT OF BEGINNING**.

Containing 63,114 Square Feet, (1.449 Acres) more or less.

Basis of Bearing:

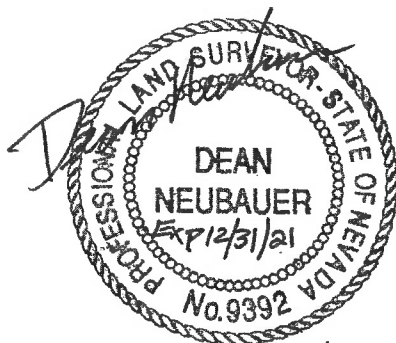
The North line of the South one-half of the BLM Property as shown on Record of Survey for Bureau of Land Management, Map No. 604, (S. 89°48'36" E.).

**INCLUDING THEREWITH**, portions of Beverly Drive (Abandoned), more particularly described as follows:

**BEGINNING** at a the northeast corner of Lot 1 of said Section 8 as described in the approved field notes and shown on the approved plat by the United States Department of the Interior, Bureau of Land Management October 28, 1996, said corner monumented with a 3.5 inch brass cap stamped "LOT 1, AP1"; **THENCE** along the north line of said Lot 1 and the south right of way line of Beverly Drive, South 89°57'01" West, a distance of 360.43 feet; **THENCE** North 00°39'46" East a distance of 13.00 feet; **THENCE** North 89°57'01" East, a distance of 360.47 feet; **THENCE** South 00°50'08" West a distance of 13.00 feet **TO THE POINT OF BEGINNING**. Containing 4,686 square feet more or less.

Basis of Bearings for this legal is the Nevada State Plane Coordinate System, West Zone NAD83(94) based upon real time kinematic GPS observations, observed 03/20/2020 using a survey grade dual frequency GPS receiver from control monument CC083 and CC084 modified by a combined factor of 1.0002, scaled from 0.00N ,0.00E and converted to U.S. Survey Feet. Per Record of Survey, File No. 403435, Recorded 8/11/2010, Map No. 2749 in the office of the County Recorder of Carson City, Nevada.

Prepared by  
**Lumos & Associates, Inc.**  
Dean Neubauer, PLS 9392  
308 N. Curry Street, Suite 200  
Carson City, NV 89703  
JN-10052.000



6/26/2020

## Closure Report

Client: Carson City

Preparer: Lumos & Associates, Inc.

### ABANDONMENT LOT 1

#### Segment# 1: Line

Course: S0° 39' 46"W Length: 13.00'

#### Segment# 2: Line

Course: S89° 57' 01"W Length: 809.91'

#### Segment# 3: Curve

Length: 93.45' Radius: 60.00'

Delta: 89°14'16" Tangent: 59.21'

Chord: 84.29' Course: S45° 18' 13"W

Course In: S0° 04' 39"E Course Out: N89° 18' 55"W

#### Segment# 4: Line

Course: S0° 54' 49"W Length: 74.65'

#### Segment# 5: Line

Course: N89° 03' 08"W Length: 4.28'

#### Segment# 6: Line

Course: N0° 56' 41"E Length: 30.17'

#### Segment# 7: Curve

Length: 66.97' Radius: 415.00'

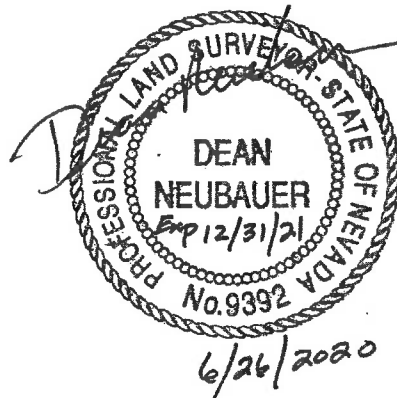
Delta: 9°14'45" Tangent: 33.56'

Chord: 66.90' Course: N3° 40' 41"W

Course In: N89° 03' 19"W Course Out: N81° 41' 56"E

#### Segment# 8: Curve

Length: 91.10' Radius: 73.00'



Delta:  $71^{\circ}30'07''$  Tangent: 52.55'

Chord: 85.30' Course:  $N54^{\circ}10'18''E$

Course In:  $S71^{\circ}34'45''E$  Course Out:  $N0^{\circ}04'39''W$

**Segment# 9: Line**

Course:  $N89^{\circ}57'01''E$  Length: 810.08'

Perimeter: 1,993.61' Area: 12,143.48Sq.Ft.

Error Closure: 0.0053 Course:  $N23^{\circ}11'29''E$

Error North : 0.00486 East: 0.00208

Precision 1: 376,152.83

**ABANDONMENT LOT 2**

**Segment# 1: Line**

Course:  $S0^{\circ}50'08''W$  Length: 13.00'

**Segment# 2: Line**

Course:  $S89^{\circ}57'01''W$  Length: 360.43'

**Segment# 3: Line**

Course:  $N0^{\circ}39'46''E$  Length: 13.00'

**Segment# 4: Line**

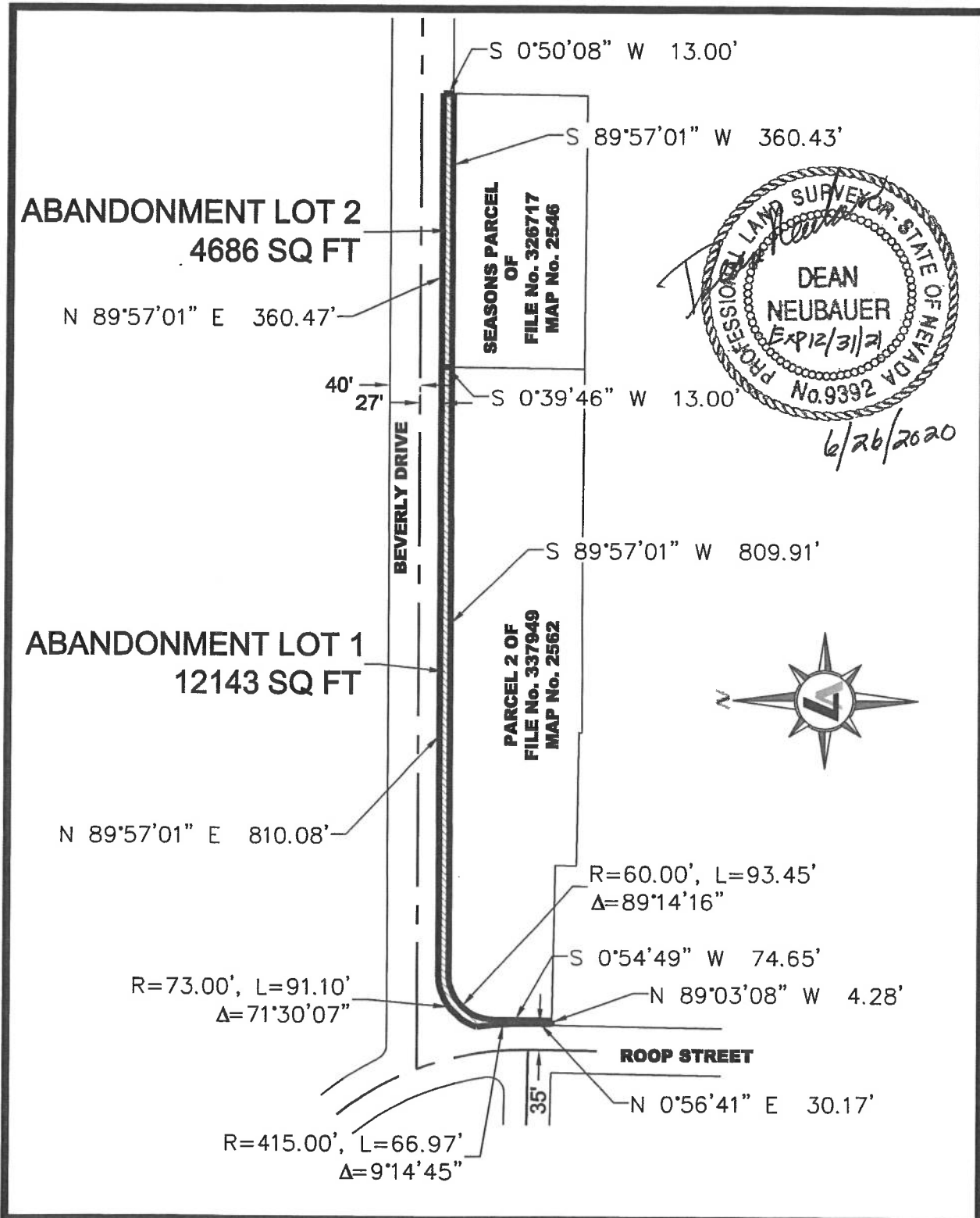
Course:  $N89^{\circ}57'01''E$  Length: 360.47'

Perimeter: 746.91' Area: 4,685.89Sq.Ft.

Error Closure: 0.0010 Course:  $N55^{\circ}40'04''E$

Error North : 0.00055 East: 0.00080

Precision 1: 746,900.00



**LUMOS**  
S ASSOCIATES   
308 N. CURRY ST.,  
SUITE 200  
CARSON CITY, NV 89703  
TEL (775) 883-7077

**EXHIBIT "B"**  
**ABANDONMENT OF PORTIONS OF**  
**ROOP STEET & BEVERLY DRIVE**  
**IN SECTION 8, T15N, R20E, MDM**  
**CARSON CITY** **NEVADA**

Date: 06/2020  
Scale: 1" = 200'  
Job No: 10052.000

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

LOCATED AT: 911 and 1101 Beverly Drive, APN's 002-121-16 and 002-121-15

(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.

Digitally signed by Cliff Cooper Date: 2020.10.07 10:36:34 -07'00'	<b>Cliff Cooper</b> _____ Print Name	Nevada Bell Telephone Co d/b/a AT&T Nevada _____ Company	10/7/2020 _____ Date
Signature	_____	_____	_____
Signature	_____	_____	_____
Signature	_____	_____	_____

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	_____	_____	_____
Signature	_____	_____	_____
Signature	_____	_____	_____

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

Signature	_____	_____	_____
Signature	_____	_____	_____
Signature	_____	_____	_____

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

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

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

LOCATED AT: 911 and 1101 Beverly Drive, APN's 002-121-16 and 002-121-15

(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.

_____ 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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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	<u>Brandon Thompson</u> Print Name	<u>Charter Spectrum</u> Company	<u>12/31/2020</u> 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
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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 Utilities (will sign during review)

Southwest Gas Corporation  
AT&T Nevada

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

LOCATED AT: 911 and 1101 Beverly Drive, APN's 002-121-16 and 002-121-15

(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.

_____ 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). NV Energy has several existing facilities located in the proposed abandonment area and requests that the following note be added to the proposed abandonment "A public utility easement 10 feet in width, centered on all existing utility facilities is hereby granted."

<u>Katherine Perkins</u> Signature	Katherine Perkins Print Name	Sierra Pacific Power Company d/b/a NV Energy Company	10/20/2020 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 Utilities (will sign during review)

Southwest Gas Corporation  
AT&T Nevada



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

LOCATED AT: 911 and 1101 Beverly Drive, APN's 002-121-16 and 002-121-15

(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>Amanda Marucci</u>	<u>Amanda Marucci</u>	<u>Southwest Gas Corp</u>	<u>10/19/20</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.

_____ 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
--------------------	---------------------	------------------	---------------

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

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

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

Southwest Gas Corporation  
 AT&T Nevada



**PRELIMINARY REPORT**

Assessor's Parcel No.:	002-121-15 & 002-121-16	Order No.:	122079-RTO
Property Address:	901, 911, 919, 1101 Beverly Drive 1711 N. Roop Street Carson City NV 89706	Escrow Officer:	
Buyers/Borrowers:	Carson City	Office Location:	Western Title Company, LLC Kietzke Office 5390 Kietzke Ln Suite 101 Reno NV
		Reference No.:	

In response to the above referenced application for a Policy of Title Insurance, **Stewart Title Guaranty 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 below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms. The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth on the attached cover. 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. Limitations 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 on the attached cover. 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.

**Dated as of 12/07/2020 at 07:30 am**

Western Title Company, an authorized agent

By:

  
 \_\_\_\_\_  
 Bonnie Graybill

The form of Policy of Title Insurance contemplated by this report is:

**Report Only**

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

**Fee Simple**

Title to said estate or interest at the date hereof is vested in: **Carson City, a political subdivision of the State of Nevada as to Parcel 1 and J.W. Legate, County Treasurer, Trustee of Ormsby County as to Parcel 2**

Please read the exceptions shown or referred to below and the Exceptions and Exclusions set forth on the attached cover 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.

Order No. 122079-RTO

### EXCEPTIONS

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

1. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.
2. Any additional liens which may be levied by reason of said premises being within the **Carson City Water and Sewer District**.
3. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.
4. Water rights, claims or title to water, whether or not recorded.
5. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
6. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
7. Matters which may be disclosed by an inspection or by survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.
8. Rights of the public, county and/or city in that portion lying within the street as it now exists:  
Street Name: **N. Roop Street and Beverly Drive**
9. Encroachment of Carson City Health Department Building onto a portion of Roop Street and Beverly Drive as shown on Record of Survey Map No. 1635, recorded in the office of the Carson City Recorder, State of Nevada, on March 30, 1989, as File No. 83289.
10. Any right of the United States to recover funds from the owner or from any transferee of said land, or of any portion thereon, by reason of the advance of federal funds including, but not limited to those authorized under Enactment 42 U.S.C. 3041 et seq.
11. Easement for an electric power line, and incidental purposes, granted to **Sierra Pacific Power Company, a corporation by document**, recorded on **May 31, 1941, in Book 45, Page 312** as Document No. **1432**, Powers, Plats and Miscellaneous Records of Carson City County, Nevada.
12. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Carson City County, State of Nevada on **January 27, 1954**, as Document No. **546**. Survey Map No. **48**.
13. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Carson City County, State of Nevada on **September 1, 1977**, as Document No. **73380**. Survey Map No. **595**.
14. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Carson City County, State of

Nevada on **October 12, 1977**, as Document No. **74199**. Survey Map No. **604**.

15. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Carson City County, State of Nevada on **March 30, 1989**, as Document No. **83289**. Survey Map No. **1635**.
16. Consent to Common Use Agreement executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, recorded on **November 17, 1989**, as Document No. **93147**, Official Records of Carson City County, Nevada.
17. A Lease with certain terms, covenants, conditions and provisions set forth therein by **United States of America, through the authorized officer of the Bureau of Land Management**, as Lessor; and **Carson City**, as Lessee, recorded on **October 3, 1994**, as Document No. **167380**, Official Records of Carson City County, Nevada.
18. Reservations as contained in a Deed, executed by **United States of America**, recorded on **December 23, 1997**, as Document No. **211680**, Official Records of Carson City County, Nevada.
19. Easement for drainage and underground public utility, and incidental purposes, granted to **all public utility agencies by document**, recorded on **January 8, 2002**, as Document No. **271960**, Official Records of Carson City County, Nevada.
20. Lot Line Adjustment executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, recorded on **March 1, 2002**, as Document No. **274443**, Official Records of Carson City County, Nevada.
21. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Carson City County, State of Nevada on **March 1, 2002**, as Document No. **274444**. Survey Map No. **2442**.
22. An Ordinance effecting changes of land use executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, recorded on **June 11, 2002**, as Document No. **279302**, Official Records of Carson City County, Nevada.
23. Agreement executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, recorded on **April 18, 2003**, as Document No. **296326**, Official Records of Carson City County, Nevada.
24. Easement for public utility, and incidental purposes, granted to **Carson City, a Political Subdivision of the State of Nevada** by **document**, recorded on **May 20, 2004**, as Document No. **318950**, Official Records of Carson City County, Nevada.
25. The EFFECT of a Lot Line Adjustment executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, recorded on **October 20, 2004**, as Document No. **326717**, Official Records of Carson City County, Nevada.

SAID DOCUMENT CONTAINS AN ERRONEOUS LEGAL DESCRIPTION.

26. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Carson City County, State of Nevada on **October 20, 2004**, as Document No. **326718**. Survey Map No. **2546**.
27. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. **2562**, filed in the office of the County Recorder of Carson City County, State of Nevada, on **June 13, 2005**, as Document No. **337949**. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.
28. A Ground Lease with certain terms, covenants, conditions and provisions set forth therein by **Carson City, a consolidated municipality and political subdivision of the State of Nevada**, as Lessor; and **The Season Limited Partnership, a Nevada non-profit limited partnership**, as Lessee, recorded on **February 22, 2005**, as Document No. **332275**, Official Records of Carson City County, Nevada.

(MATTERS AFFECTING THE LEASEHOLD ARE NOT REFLECTED HEREIN.)

29. The EFFECT of Covenants, conditions and restrictions as set forth in an instrument, recorded on **May 17, 2005**, as Document No. **336552**, Official Records of Carson City County, Nevada; but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

SAID DOCUMENT CONTAINS AN ERRONEOUS LEGAL DESCRIPTION.

30. Easement for underground electric distribution and communication, and incidental purposes, granted to **Sierra Pacific Power Company, a Nevada corporation** by document, recorded on **June 23, 2005**, as Document No. **338505**, Official Records of Carson City County, Nevada.
31. Relinquishment of Two Easements executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, recorded on **August 22, 2005**, as Document No. **341608**, Official Records of Carson City County, Nevada.
32. The EFFECT of An unrecorded lease with certain terms, covenants, conditions, and provisions set forth therein, by **Carson City**, as Lessor, and **The Seasons Limited Partnership, a Nevada limited partnership**, as Lessee, disclosed by **Deed of Trust**, recorded on **November 8, 2007**, as Document No. **373756**, Official Records of Carson City County, Nevada.

SAID DOCUMENT CONTAINS AN ERRONEOUS LEGAL DESCRIPTION.

33. The EFFECT of An unrecorded lease with certain terms, covenants, conditions, and provisions set forth therein, by **Carson City**, as Lessor, and **The Seasons Limited Partnership, a Nevada limited partnership**, as Lessee, disclosed by **Deed of Trust**, recorded on **November 8, 2007**, as Document No. **373757**, Official Records of Carson City County, Nevada.

SAID DOCUMENT CONTAINS AN ERRONEOUS LEGAL DESCRIPTION.

34. A Lease with certain terms, covenants, conditions and provisions set forth therein by **Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada**, as Lessor; and **United Latino Community, a Non-Profit Nevada corporation**, as Lessee, recorded on **June 6, 2018**, as Document No. **485728**, Official Records of Carson City County, Nevada.

(MATTERS AFFECTING THE LEASEHOLD ARE NOT REFLECTED HEREIN.)

35. Rights of parties in possession.

NOTE: Taxes for the fiscal year **2020-2021**, are currently exempt. (APN **002-121-15 & 002-121-16**)

NOTE: This report is being issued for information purposes only, no liability assumed.

THE FOLLOWING NOTES ARE FOR INFORMATION PURPOSES ONLY:

**WESTERN TITLE COMPANY RESERVES THE RIGHT TO AMEND THIS COMMITMENT/REPORT AT ANY TIME.**

\*\*\*\*\*ATTENTION LENDERS\*\*\*\*\*

*THE 100 ENDORSEMENT IS NO LONGER BEING OFFERED. THE REPLACEMENT ALTERNATIVE IS THE ALTA 9.10-06 AND IS NOW REFLECTED IN THE ALTA SUPPLEMENT IN THE COMMITMENT/REPORT.*

NOTE: Any notes following the legal description (if any) referencing NRS 111.312 are required for recording purposes only and will not be insured in any policy of title insurance.

NOTE: A search of the Official Records for the county referenced in the above order number, for the 24 months immediately preceding the date above discloses the following instruments purporting to convey the title to said land:  
**None**

NOTE: If any current work of improvements have been made on the herein described real property (within the last 90 days) and this Commitment/Report is issued in contemplation of a Policy of Title Insurance which affords mechanic lien priority coverage (i.e. ALTA POLICY); the following information must be supplied for review and approval prior to the closing and issuance of said Policy: (a) Copy of Indemnity Agreement; (b) Financial Statements; (c) Construction Loan Agreement; (d) If any current work of improvements have been made on the herein described real property Building Construction Contract between borrower and contractor; (e) Cost breakdown of construction; (f) Appraisal; (g) Copy of Voucher or Disbursement Control Statement (if project is complete).

NOTE: This commitment/report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this commitment/report or a resulting title policy for such rights or ownership.

NOTE: Notwithstanding anything to the contrary in this commitment/report, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this commitment/report. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, 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.

NOTE: The map, if any, attached hereto is subject to the following disclaimer:

WESTERN TITLE COMPANY does not represent this plat as a survey of the land indicated hereon, although believed to be correct, no liability is assumed as to the accuracy thereof.

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Initial

Order No. 122079-RTO

**Legal Description**

All that certain real property situate in Carson City, State of Nevada, described as follows:

Parcel 1:

A parcel of land located within a portion of Section 8, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada, being more particularly described as follows:

Beginning at a point on the Southerly right-of-way of Beverly Drive also being the Northeast corner of the "Bureau of Land Management Property Equipment Yard", as shown on the Record of Survey for Bureau of Land Management, Map No. 604, Document No. 74199 of the Carson City Recorder's Office; thence South 00°01'11" West, along Easterly line of said Parcel, 177.08 feet; thence South 89°47'55" West 360.38 feet; thence North 00°01'11" East, 173.19 feet to a point on said Southerly right-of-way line; thence North 89°10'50" East, along said Southerly right-of-way, 360.42 feet to the Point of Beginning.

Parcel 2:

A portion of the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada, being more particularly described as follows:

Parcel 2 as shown on Parcel Map (PM 05-019) for Carson City, filed for record in the office of the Carson City Recorder, State of Nevada, on June 13, 2005 in Book 9 of Maps, at Page 2562, as File No. 337949, Official Records.

Assessor's Parcel Number(s):  
002-121-15 & 002-121-16

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**Exhibit A (Revised 02-07-14)****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:

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;

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;
  - (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.
  - (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.

## PRIVACY POLICY

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes requires Western Title Company, LLC, a Nevada limited liability company, to explain to you how we collect and use customer information.

Western Title Company has always and will continue to adhere to strict standards of confidentiality when it comes to protecting the privacy, accuracy and security of customer information provided to us.

### **PERSONAL INFORMATION WE MAY COLLECT:**

Western Title collects information about you (for instance, your name, address and telephone number), and information about your transaction, including the identity of the real property you are buying or financing. We obtain copies of deeds, notes or mortgages that may be involved in the transaction. We may obtain this information directly from you or from the lender, attorney, or real estate broker or agent that you have chosen. When we provide escrow, or settlement services, or mortgage loan servicing, we may obtain your social security number, along with other information from third parties including appraisals, credit reports, land surveys, loan account balances, and sometimes your bank account information in order to facilitate your transaction.

### **HOW WE USE THIS INFORMATION:**

Western Title Company does *NOT* share your information with marketers outside our own family. There is *NO* need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you, your lender or in other ways permitted by law. The privacy law permits some sharing of information without your approval. We may share your information internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

### **HOW WE PROTECT YOUR INFORMATION:**

We restrict access to nonpublic information about you to our employees that need the information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with the law to guard your nonpublic information. We reinforce Western Title's privacy policy with our employees.

You do not need to respond to this notice, unless you have concerns about any information we have obtained. You can write us at:

Western Title Company, LLC, a Nevada limited liability company  
 Attention: Operations Manager  
 P.O. Box 3059  
 Reno, NV 89505

Western Title Company, LLC, is an agent for Chicago Title Insurance, Westcor Land Title Insurance Company, First American Title Insurance Company, Fidelity National Title Insurance Company, Old Republic National Title Insurance Company, Commonwealth Land Title, and Stewart Title Guaranty Company. You may receive additional Privacy Policy information from these companies.

## **NOTARY REQUIREMENTS - REQUIRED FOR INSURED TRANSACTIONS**

**Pursuant to our Underwriting Directives, please comply with the following concerning “Document Execution Guidelines” on all documents presented to Western Title Company for recordation and/or insurance:**

**Subject to requirements and limitations of applicable State and Local Law, must adhere to one of the following procedures for all documents upon which a Company title product is based in all transactions**

- 1. All documents signing must be conducted in the presence of an authorized Company employee or title policy issuing agent (collectively “Company representative”) regardless of who performs the actual notarization.**
- 2. The document signings must be conducted by a notary or signing service that maintains E&O insurance of \$100,000.00 or higher**
- 3. The document signing must be conducted under the supervision of attorneys actively licensed in the state where the document signings take place.**

### **Exempted Transactions**

- 1. Documents executed in accordance with existing guidelines for foreign individuals and entities and military personnel.**
- 2. Documents executed directly with the insured lender (not the mortgage broker)**
- 3. Documents provided by independent escrows or closing services approved by the Regional Manager or their designee**

**PLEASE USE THE ATTACHED “NOTARY INFORMATION” SHEET FOR YOUR CONVENIENCE**



## NOTARY INFORMATION

**NOTARY'S BUSINESS ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**NOTARY'S BUSINESS PHONE:**  
\_( ) \_\_\_\_\_

**NOTARY'S NAME:**  
\_\_\_\_\_  
(Please Print/Type)

\_\_\_\_\_  
Notary Public signature

**MY COMMISSION EXPIRES:**

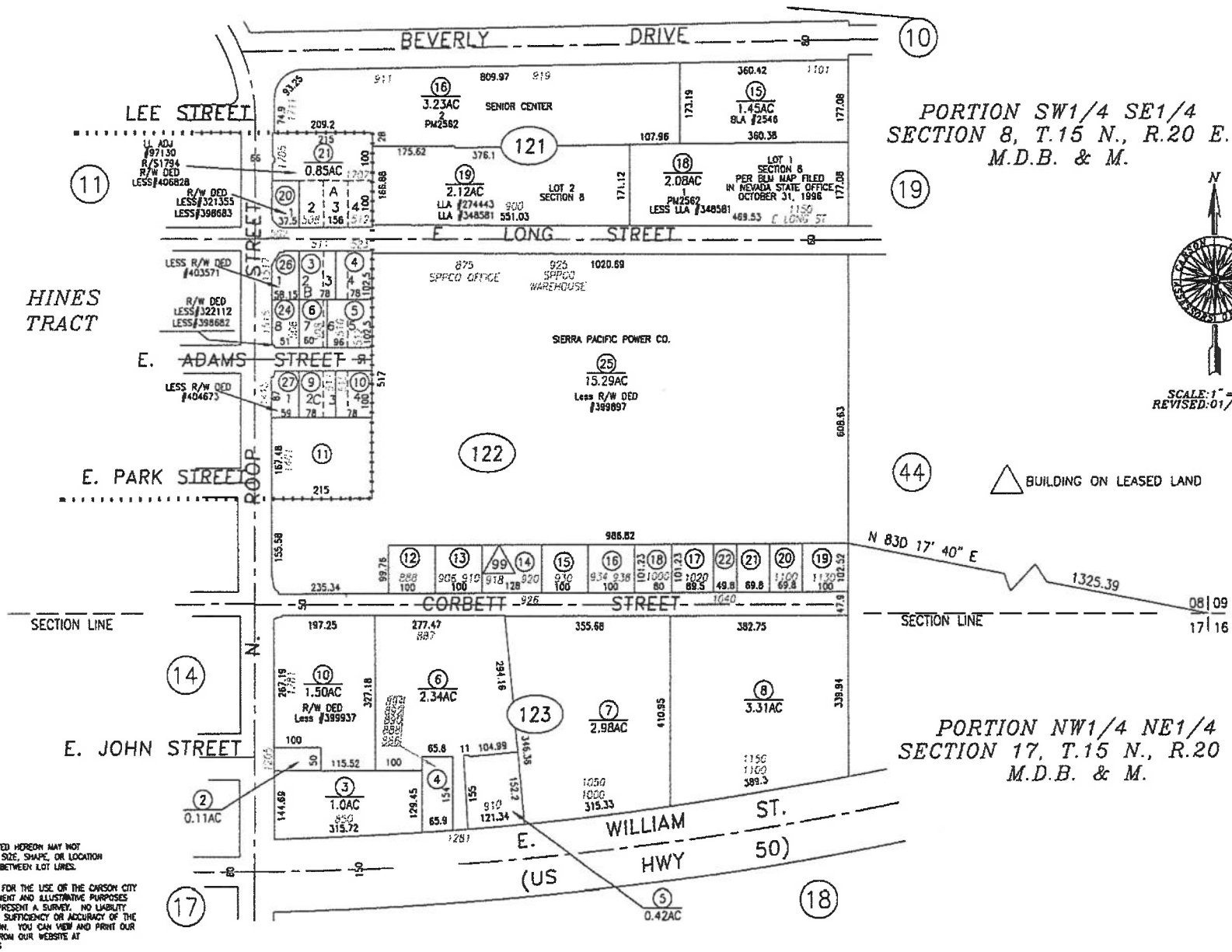
**PLEASE INCLUDE:**

**BUSINESS CARD OF NOTARY**

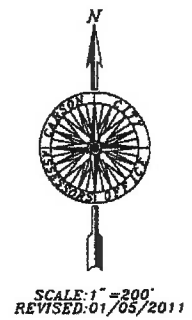
**COPY OF DRIVER'S LICENSE OR PICTURE IDENTIFICATION OF PERSONS BEING NOTARIZED**

**E&O OF AT LEAST \$100,000.00**

**\*\*PLEASE LEAVE THIS INFORMATION SHEET WITH COMPLETED DOCUMENTS\*\***



PORTION SW1/4 SE1/4  
SECTION 8, T.15 N., R.20 E.  
M.D.B. & M.



△ BUILDING ON LEASED LAND

PORTION NW1/4 NE1/4  
SECTION 17, T.15 N., R.20 E.  
M.D.B. & M.

NOTE  
SOME PARCELS DELINEATED HEREON MAY NOT  
BE PRESENTED IN TRUE SIZE, SHAPE, OR LOCATION  
DUE TO DISCREPANCIES BETWEEN LOT LINES.  
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 HEREON. YOU CAN VIEW AND PRINT OUR  
MAPS AT NO CHARGE FROM OUR WEBSITE AT  
WWW.CARSON-CITY.NV.US