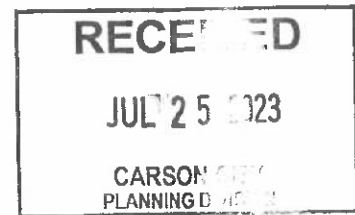


July 24, 2023

10 Miller Way  
Carson City NV 89703



TO: Carson City Planning Commission

FROM: Norah Ann McCoy, Homeowner 10 Miller Way

RE: File: ZA-2023-0184, Opposition to Zoning Change

Planning Commissioners:

I have owned and resided in the property at 10 Miller Way since 1987. Some of the more attractive features of my property are contained in the deed restrictions (cc&r's) that apply not only to my property but to my adjacent neighbors. Specifically, the restrictions require a 20' easement along the western edge from Fleischmann thru to all the property owners for their private use. They also prohibit the construction of any "dwelling, commercial, or farm building" or any recreational structure over 10'. These cc&r's were declared to run with the land and to be binding on all parties or persons claiming the land. I have spent a good part of the last 35 years enforcing those restrictions. A copy of the original cc&r's is included s Exhibit A.

Another specific restriction is that none of the property could be sold, transferred or in any way conveyed except to one of the eight western lots in the subdivision. Through the years that I have lived here, the back lots of some of the properties have been sold or traded by the adjacent landowners without any problems. Then, in 1995, a couple of property owners on the southern end of the subdivision sold their property to the hospital for a parking lot. By the time most of us found out, the deal was almost done. I was furious, as were most of my neighbors. But as it turned out, the hospital deal could not be completed without the consent of  $\frac{3}{4}$  of the adjacent landowners. Mr. Chaney (one of the illicit sellers) lobbied all the owners with promises to keep noise and lighting down, and urged us to be "Good Neighbors" because the hospital was in desperate need of parking.

Consequently, an Amendment to Deed Restrictions was promulgated and signed by the requisite number of adjacent owners. In that Amendment, the adjacent property owners agreed: 1. to the purchase of the property by the hospital; 2. that the easement shall not be compromised; 3. to a change of zoning to allow a ground level parking lot; 4. release the hospital property from restrictions that would "prohibit the use of the...property for ground level parking; and 5. there would be no other changes to the cc&r's. A copy of the Amendment is included as Exhibit B.

Your request for a zoning change to single family residential flies in the face of long standing deed restrictions and goes far beyond any agreement with the adjacent landowners and the parties' intent. Your own parcel map submitted with your request shows very clearly that all of the adjacent landowners have very big back yards, yet there are no single family houses there, nor any structures over 10'. That's because of the deed restrictions, which also apply to the hospital property, except those that would restrict from it operating a ground level parking lot. It was never agreed that the property could be used for single family housing.

Mr. Miller, when inserting the deed restrictions, clearly intended for residents to enjoy clear views and access to their property from the back. He even proscribed the planting of trees "in such a manner as to substantially obstruct the view of the residents on the eight western lots." A house or houses on the property in question would have the potential to substantially obstruct our view, in violation of the cc&r's that continue to run with the hospital property. A house or houses could potentially interfere with the easement as well.

Just look at your map and you will see the inanity of the situation. There is a whole block of this wonderful open area, maintained by your adjacent landowners, only to be broken up by a house or houses, which the rest of us don't have the permission to build. You are our neighbor too, and you must comply with all the restrictions which run with the land and apply to you too. Instead of cashing in the land for your own gain, why not be a "Good Neighbor" and consider the quality of life of your neighbors. If you no longer need the property for a parking lot, why not consider a small park or something else that's attractive and low impact?

Thank you for your consideration of these concerns.

Sincerely,

A handwritten signature in black ink that reads "Norah Ann McCoy". The signature is written in a cursive, flowing style.

Norah Ann McCoy

Together with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To Have and to Hold the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever.

In Witness Whereof the said party of the first part has hereunto set her hand the day and year first above written.

Signed and Delivered in the Presence of )  
\_\_\_\_\_  
Edith Wylie

STATE OF NEVADA, )  
County of ORMSBY ) ss.

On this 20th day of March A.D. one thousand nine hundred and Fifty-eight personally appeared before me JEANNE M. SMITH, a Notary Public in and for said County of Ormsby ---EDITH WYLIE--- known (or proved) to me to be the person described in and who executed the annexed instrument, who acknowledged to me that She executed the same, freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of Ormsby, the day and year in this Certificate first above written.

(SEAL) Jeanne M. Smith  
Notary Public in and for  
the County of Ormsby,  
State of Nevada.

My commission expires October 5, 1960.

Recorded at the Request of E. W. Miller and Son March 27, 1958 at 12 min. past 11 o'clock A.M., in Volume 74 of Deeds page -497- Ormsby County Records.

Verla M. Stinson  
Recorder.  
By Louis H. Hinkle  
Deputy Recorder.

File No. 16122

\*\*\*\*\*

CONSIDERATION LESS THAN ONE HUNDRED DOLLARS

D E E D

THIS INDENTURE, made the Twentieth day of March, 1958, BETWEEN E. W. MILLER and NITA H. MILLER, husband and wife, as joint tenants; of Carson City, Ormsby County, Nevada, the parties of the first part, and EDITH WYLIE, a single woman, of Carson City, Ormsby County, Nevada, the party of the second part,

WHEREAS the parties of the first part received a conveyance of land by deed from HARRY E. ANDERSEN and MABEL A. ANDERSEN, dated the 30th day of September, 1955, recorded on Page 303, Book 67, of Deeds, Official Records of Ormsby County, Nevada, for the benefit of the owners of the eight (8) western lots of Westview Park Subdivision of Carson City, Ormsby County, Nevada, which adjoin the said acquired land on the

eastern boundary thereof, and hold said lands in trust for the owners of said eight (8) western lots, and whereas the party of the second part is now the owner of one of said lots, being Lot 5, Block "B" of said Westview Park Subdivision.

WITNESSETH: that the said parties of the first part, in consideration of the sum of TEN and no/100 (\$10.00) dollars in lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, and sell unto the said party of the second part, and to her heirs and assigns, all that certain lot, piece or parcel of land situate in the County of Ormsby, State of Nevada, and bounded and described as follows, to-wit:

A rectangular piece or parcel of land lying and being in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 7, in T. 15 N., R. 20 E., M.D.B. and M., in Ormsby County, Nevada, more particularly described as follows, to-wit:

Beginning at the Section Corner common to Sections 7, 8, 17 and 18 of T. 15 N., R. 20 E., thence N. 00°04'08" E., 480.59 feet to the true point of beginning, marked by the Lot Corner at the south west corner of Lot 5, Block B of WESTVIEW PARK SUBDIVISION; thence N. 00°04'08" E., 72.75 feet along the westerly boundary of said subdivision to the Lot Corner at the north west corner of Lot 5, Block B; thence N. 89°50'35" W., 208.71 feet to a point; thence S. 00°04'08" W., 72.75 feet to a point; thence S. 89°50'35" E., 208.71 feet to the south west corner of Lot 5, Block B, the true point of beginning; containing 0.348 acres, more or less.

The bearing source for this description is the official plat of WESTVIEW PARK SUBDIVISION and the distances designated along the westerly boundary are as shown on the subdivision plat.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

Subject to the following reservations, restrictions and covenants for the benefit of the grantors, their heirs, successors, and assigns and all persons, who may purchase or acquire from the grantors any of the land acquired by the grantors from Harry E. Andersen and Mabel A. Andersen, by that deed dated the 30th day of September, 1955, recorded on Page 303 of Book 67 of Deeds, Official Records of Ormsby County, and their heirs, successors and assigns:

1. An easement is reserved from Fleischmann Way over the west twenty (20) feet of land herein conveyed for private, but not public, access to the lands acquired by the grantors from Harry E. Andersen and Mabel A. Andersen by that deed dated the 30th day of September, 1955, recorded on Page 303 of Book 67 of Deeds, Official Records of Ormsby County.
2. No dwelling, commercial, or farm building of any character shall be constructed on the land herein conveyed. This restriction does not, however, prohibit the construction of small bath houses, swimming pools, game courts, tool houses, barbecues and other similar recreational structures not over Ten (10) feet in height on said land.
3. No residential or commercial trailers may be placed on said land for any purpose whatsoever.
4. No unlawful, noxious or offensive activity shall be carried on upon said property

the neighborhood.

5. No commercial activity shall be carried on upon said property.

6. No livestock such as, but not limited to - cattle, horses, sheep, pigs or poultry may be kept upon said property.

7. No fence higher than Six (6) feet shall be erected upon said property except upon the western boundary of said property or along a north south line not more than twenty-one (21) feet east of said western boundary, or not more than Thirty (30) feet west of the eastern boundary of said property where fences of a height not to exceed Eight (8) feet may be constructed.

8. Trees shall not be planted on said property in such a manner as to substantially obstruct the view of the residences on the eight western lots of the Westview Park Subdivision of Carson City.

9. Said property shall not be sold, transferred or in any way conveyed except to an owner of one of the eight western lots of Westview Park Subdivision of Carson City.

10. These restrictions, reservations and covenants to run with the land and shall be binding upon all the parties and all persons claiming said land until January 1, 1971, at which time said restrictions, reservations and covenants shall be automatically extended for successive periods of ten years unless persons owning three-fourths of the total area of the land purchased by the grantors from Harry E. Andersen and Mabel A. Andersen by deed dated September 30, 1955, recorded at Page 303 of Book 67 of Deeds, Official Records of Ormsby County, shall agree to change them in whole or in part by document duly acknowledged and recorded in the Official Records of Ormsby County.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to her heirs and assigns forever.

IN WITNESS WHEREOF the said parties of the first part have executed this conveyance the day and year first above written.

E W Miller

Nita H. Miller

STATE OF NEVADA        )  
COUNTY OF ORMSBY    ) SS

On this 20th day of March, 1958, personally appeared before me JEANNE M. SMITH, a Notary Public in and for the County of Ormsby, E. W. MILLER and NITA H. MILLER, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same, freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Ormsby, the day and year in this Certificate first above written.

(SEAL) Jeanne M. Smith  
Notary Public in and  
for the County of  
Ormsby  
State of Nevada.

My Commission Expires:  
October 5, 1960.

Filed for Record at Request E. W. Miller and Son MAR 27 1958 at 14 Min. Past 11 o'clock  
A M Recorded in Book 74 Deeds Page -498- Records Ormsby County, Nevada

Verla M. Stinson  
County Recorder

By Laura Whittle  
Deputy

File No. 18123

\*\*\*\*\*  
CONSIDERATION LESS THAN ONE HUNDRED DOLLARS

D E E D

THIS INDENTURE, made the Twentieth day of March, 1958, BETWEEN --EDITH WYLIE, a single woman, of Carson City, Ormsby County, Nevada, the party of the first part, and E. W. MILLER and NITA H. MILLER, husband and wife, of Carson City, Nevada, as tenants in common, in equal shares, the parties of the second part,

W I T N E S S E T H:

That the party of the first part, in consideration of the sum of TEN and no/100 (\$10.00) DOLLARS, lawful money of the United States of America, to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell unto the said parties of the second part, and to their heirs and assigns forever, all that certain lot, piece or parcel of land situate in the County of Ormsby, State of Nevada, and bounded and described as follows, to-wit:

A rectangular piece or parcel of land lying and being in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 7, in T. 15 N., R. 20 E., M.D.B. and M., in Ormsby County, Nevada, more particularly described as follows, to-wit:

Beginning at the Section Corner common to Sections 7, 8, 17 and 18 of T. 15 N., R. 20 E., thence N. 00°04'08" E., 480.59 feet to the true point of beginning, marked by the lot Corner at the south west corner of Lot 5, Block B of Westview Park Subdivision; thence N. 00°04'08" E., 72.75 feet along the westerly boundary of said subdivision to the Lot Corner at the north west corner of Lot 5, Block B; thence N. 89°50'35" W., 208.71 feet to a point; thence S. 00°04'08" W., 72.75 feet to a point; thence S. 89°50'35" E., 208.71 feet to the south west corner of Lot 5, Block B, the true point of beginning; containing 0.348 acres, more or less.

The bearing source for this description is the official plat of WESTVIEW PARK SUBDIVISION and the distances designated along the westerly boundary are as shown on the subdivision plat.

SUBJECT TO THE FOLLOWING RESTRICTIONS: This deed is subject to all of the reservations, restrictions and covenants contained in that certain deed dated March 20, 1958, between E. W. Miller and Nita H. Miller, husband and wife, as joint tenants, of Carson City, Ormsby County, Nevada, the parties of the first part, and Edith Wylie, a single woman, of Carson City, Ormsby County, the party of the second part, and recorded on Page 498, Book 74, of Deeds, File No. 18123, Official Records of Ormsby County, Nevada.

COPY

AMENDMENT TO DEED RESTRICTIONS

THIS INDENTURE made the 4<sup>th</sup> day November, 1995, between and among the undersigned property owners of Carson City, Nevada.

WHEREAS, the parties hereto own three-fourths or more of the total area of land located south of Fleischmann Way and adjacent to the western lots of the Westview Subdivision of Carson City more particularly described as set forth in Exhibit A hereto.

WHEREAS, the land referred to in Exhibit A was made subject to restrictions, reservations and covenants for the benefit of said owners, their successors and assigns as set forth in Book 67, Page 382, File No. 6518, recorded December 5, 1955 in the records of the Carson City Recorder, and such restrictions prohibiting among other things, commercial activity upon any of said property.

WITNESSETH: That under provision number 10 of said restrictions, reservations and covenants, the undersigned persons hereto own at least three-fourths of the total area of land purchased by the Grantors therein from Harry E. Anderson and Mable A. Anderson by deed dated September 30, 1955, recorded at Page 303 of Book 67 of Deeds, Official Records of Ormsby County, and do hereby agree to change said restrictions, reservations and covenants as follows:

1. The parties consent to the purchase by Carson Tahoe Hospital, a political subdivision of Carson City, Nevada of the two southern most lots of the effected land for use as a parking lot as shown on Exhibit A.
2. No structures in excess on a single floor shall be constructed, and so far as possible, any lighting for the parking area shall be located so that it is not directed at neighboring residences. The easement for access to the lots of the parties shall continue to remain open and accessible on the west side of the property.
3. The parties hereby consent to designation of zoning as will allow the construction of said ground level parking lot.
4. The parties consent to the division of the property so as to allow the Carson Tahoe Hospital to acquire the property.
5. To the extent the reservations, restrictions and covenants would prohibit the use of the subject property for ground level parking, said subject property is released from said reservations, restrictions and covenants.
6. The parties otherwise do not change the reservations, restrictions and covenants enacted for their benefit and that of their heirs, successors and assigns.

EXHIBIT B

IN WITNESS WHEREOF the said parties have executed this amendment to reservations, restrictions and covenants the day and year first written above.

Eugene Chaney  
Eugene Chaney, (APN 1-141-53, 60)

Katherine Barrett  
Katherine Barrett (APN 1-141-33, and  
as Successor to William and Ruth Schultz, as  
Sellers of the Western Portion of 1-141-50  
to Carson Tahoe Hospital)

James Jacob Noel  
James Jacob Noel,  
Co-Trustees of the Noel Family Trust, (APN 1-141-54)

Mary Lou Hovenden Noel  
Mary Lou Hovenden Noel,

Nora McCoy  
Nora McCoy (APN 1-141-41,  
Western Portion)

Thomas Young  
Thomas Young (APN 1-141-32)

STATE OF NEVADA )  
: SS.  
CARSON CITY )

ON THE 17<sup>th</sup> day of December, 1995, before me the undersigned, a Notary Public, personally appeared EUGENE CHANEY, who acknowledged to me that he executed the above instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

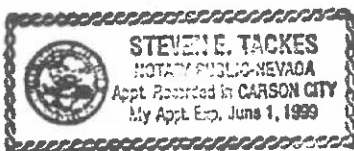


[Signature]  
NOTARY PUBLIC (SEAL)

STATE OF NEVADA )  
: SS.  
CARSON CITY )

ON THE 14<sup>th</sup> day of December, 1995, before me the undersigned, a Notary Public, personally appeared JAMES JACOB NOEL and MARY LOU HOVENDEN NOEL, Co-Trustees of the Noel Family Trust, who acknowledged to me that they executed the above instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



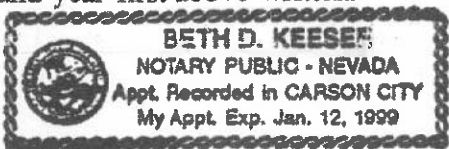
[Signature]  
NOTARY PUBLIC (SEAL)



STATE OF NEVADA )  
 : SS.  
CARSON CITY )

ON THE 9th day of November, 1995, before me the undersigned, a Notary Public, personally appeared KATHERINE BARRETT, as Successor to WILLIAM SCHULTZ and RUTH SCHULTZ, who acknowledged to me that she executed the above instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

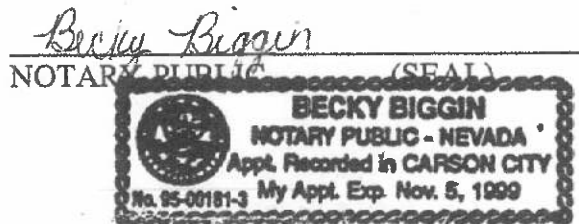


Beth D. Keesee  
NOTARY PUBLIC (SEAL)

STATE OF NEVADA )  
 : SS.  
CARSON CITY )

ON THE 27th day of December, 1995, before me the undersigned, a Notary Public, personally appeared NORA McCOY, who acknowledged to me that she executed the above instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

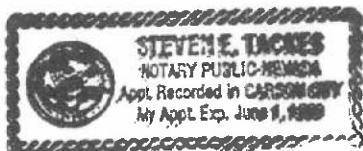


Becky Biggin  
NOTARY PUBLIC (SEAL)

STATE OF NEVADA )  
 : SS.  
CARSON CITY )

ON THE 13th day of December, 1995, before me the undersigned, a Notary Public, personally appeared THOMAS YOUNG, who acknowledged to me that he executed the above instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Steven E. Tackes  
NOTARY PUBLIC (SEAL)

Exhibit A

Legal Description of Area released for use as parking as provided in the Amendment to Deed Restrictions (attached parcel map for illustration only).

(A) Schultz to Carson Tahoe Hospital

A rectangular piece or parcel of land lying and being in the Northeast 1/4 of the Northeast 1/4 of Section 18 and the Southeast 1/4 of the Southeast 1/4 of Section 7, all in Township 15 North, Range 20 East, M.D.B. & M., in Ormsby County (now Carson City), Nevada, more particularly described as follows, to wit:

Commencing at the Section corner common to Sections 7, 8, 17, and 18 of Township 15 North, Range 20 East, M.D.B. & M., thence North  $00^{\circ} 04'08''$  East along the Westerly boundary of WESTVIEW PARK SUBDIVISION a distance of 42.93 feet to the Lot corner at the Northwest corner of Lot 3, Block A of said subdivision; thence North  $89^{\circ}50'35''$  West a distance of 208.71 feet to a point; thence South  $00^{\circ}04'08''$  West a distance of 73.59 feet more or less to a point on the Northerly street line of Fleischmann Way; thence Easterly a distance of 208.71 feet more or less, along the Northerly line of Fleischmann Way to the Lot corner at the Southwest corner of Lot 3, Block A of WESTVIEW PARK SUBDIVISION; thence North  $00^{\circ}04'08''$  East a distance of 30.66 feet along the Westerly boundary of the subdivision to the point of beginning.

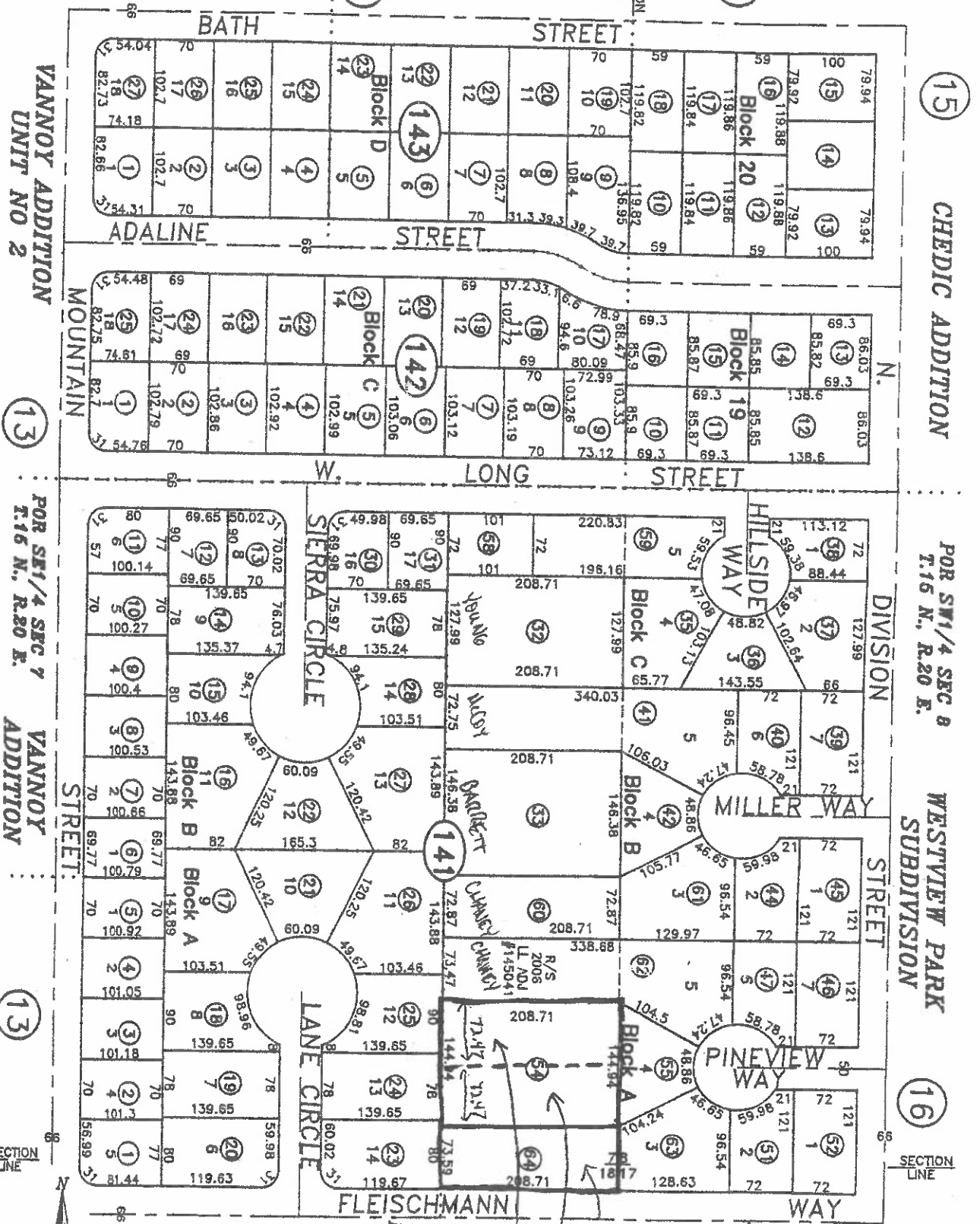
(B) Noel to Carson Tahoe Hospital

A rectangular piece or parcel of land lying and being in the Southeast 1/4 of the Southeast 1/4 of Section 7, in Township 15 North, Range 20 East, M.D.B. & M., in Carson City, Nevada, more particularly described as follows, to wit:

Parcel 2 of the Parcel Map Plat No. \_\_\_\_\_  
recorded on \_\_\_\_\_, 1996 as Document No. \_\_\_\_\_  
\_\_\_\_\_ in 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.

VANNOY ADDITION  
 UNIT NO 1



Note: This plat inserted for reference  
 purposes only

VANNOY ADDITION  
 UNIT NO 2

(13)

POR SE1/4 SEC 7  
 T.16 N., R.20 E.

VANNOY  
 ADDITION

(13)

Scale: 1" = 120'  
 Revised 8/23/93



POR NE1/4 SE1  
 T.16 N., R.20

Schulte to Nos  
 Noel to Nos  
 Noel to Ch

POR NW1/4 SE  
 T.16 N., R.20

# Crowell, Susich, Owen & Tackes, Ltd.

A PROFESSIONAL LAW CORPORATION

## MEMBERS

WM. J. CROWELL (1913-1988)  
WILLIAM J. CROWELL, JR.  
ROBERT L. CROWELL  
J. THOMAS SUSICH  
STEVEN E. TACKES  
SANDRA-MAE PICKENS  
VICKI E. HARTIGAN

510 W. FOURTH STREET  
POST OFFICE BOX 1000  
CARSON CITY, NEVADA  
89702

TELEPHONE  
(702) 882-1311  
(702) 588-5448

FAX (702) 882-0257  
MCI MAIL 265-0719  
INTERNET  
stackes@connectus.com

January 19, 1996

Stewart Title  
111 W. Proctor  
Carson City, NV 89701

Re: Escrow Account No. 95021550

Dear Sirs:

Please find enclosed the original signed Amendment to Deed Restrictions which will permit the Hospital to use the purchased land for parking purposes. We will need to insert the Map and Document Numbers on the legal description in Exhibit A upon the recording of the map. Community Development has requested that the map also be recorded concurrent with the closing of the sale.

You may record the Amendment to Deed Restrictions at the time of closing concurrent with the recording of the Deeds from Mr. and Mrs. Noel to Mr. Chaney and Carson Tahoe Hospital. In the event the transaction does not close, you are instructed to return the original document to this office instead of recording it.

Please let me know if you have any questions.

Sincerely,



Steven E. Tackes, Esq.

SET/bb

cc: Mike Pavlakis, Esq.  
Eugene Chaney  
Katherine Barrett  
Mr. and Mrs. Noel  
Nora McCoy  
Thomas Young

The undersigned are all adjacent homeowners of the hospital parking lot property which is the subject of File: ZA-2023-0184. WE ARE IN AGREEMENT with the Memo dated July 24, 2023, from Norah Ann McCoy to the Carson City Planning Commission.

LISA HARRIS

10 PINE VIEW WAY



7/25/23

Name, Address

Date

MARIONNE WINTERS

Marionne Winters 8 Miller Wy

7/25/23

Name, Address

Date

Charles Gifford

Charles R. Gifford 6 Miller Wy

7/25/23

Name, Address

Date

Name, Address

Date

Name, Address

Date

Name, Address

Date