

STAFF REPORT FOR PLANNING COMMISSION MEETING OF DECEMBER 18, 2013

FILE NO: SUP-13-148

AGENDA ITEM: G-1

STAFF AUTHOR: Susan Dorr Pansky, Planning Manager

REQUEST: Approval of a Special Use Permit request to utilize off-site parking to accommodate a proposed business expansion on property zoned Retail Commercial (RC), located at 220 W. John Street and 1202 N. Carson Street, APNs 001-173-05 and 001-174-01.

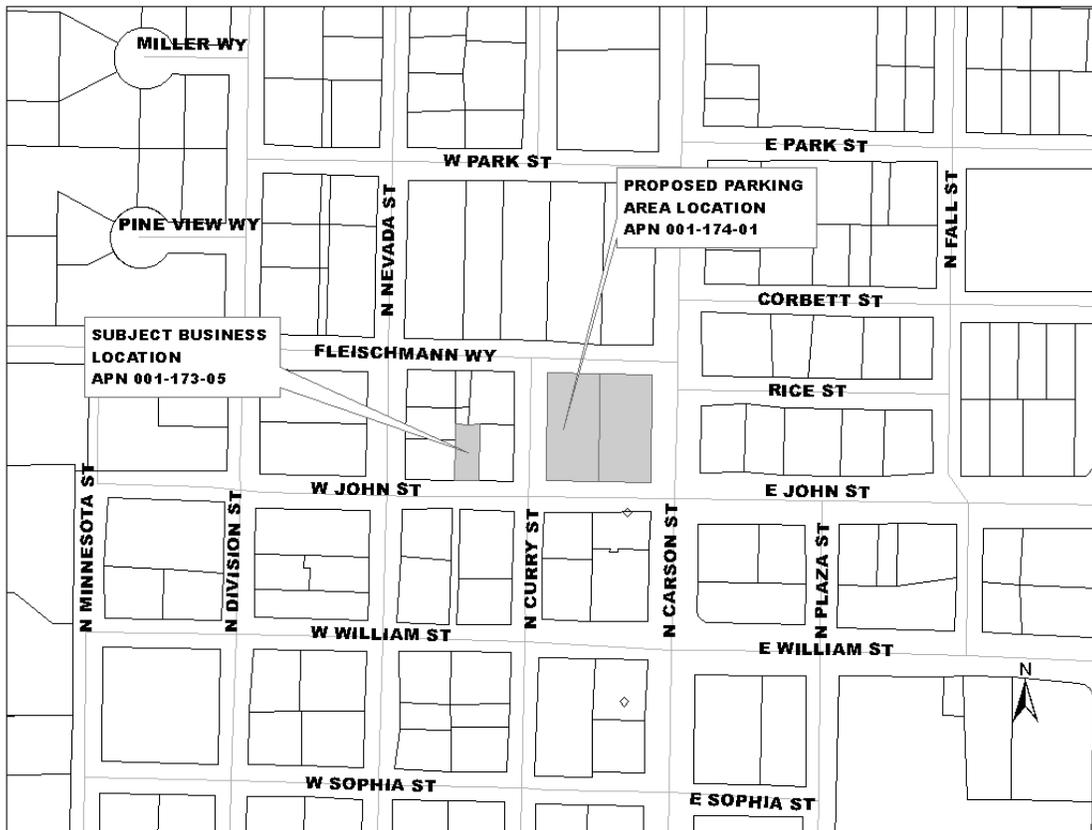
APPLICANT: Alireza Arbabha

OWNER: Patricia G. Olson Trust (220 W. John Street) and Lucy R. Gilbert Trust (1202 N. Carson Street)

LOCATION: 220 W. John Street and 1202 N. Carson Street

APN: 001-173-05 and 007-174-01

RECOMMENDED MOTION: "I move to approve SUP-13-148, a Special Use Permit to allow off-site parking to accommodate a proposed business expansion on property zoned Retail Commercial, located at 220 W. John Street and 1202 N. Carson Street, APNs 001-173-05 and 001-174-01 based on the findings and subject to the conditions of approval outlined in the staff report.



RECOMMENDED CONDITIONS OF APPROVAL:

1. The applicant must sign and return the Notice of Decision within 10 days of receipt of notification. If the Notice of Decision is not signed and returned within 10 days, the item may be rescheduled for the next Planning Commission meeting for further consideration.
2. The applicant shall meet all of the conditions of approval and commence the use for which this permit is granted within twelve months of the date of final approval. A single, one-year extension of time may be granted if requested in writing to the Planning Division 30 days prior to the one-year expiration date. Should this permit not be initiated within one year and no extension granted, the permit shall become null and void.
3. All development shall be substantially in accordance with the development plans approved with this application, except as otherwise modified by the conditions of approval herein.
4. All on and off-site improvements shall conform to City standards and requirements.
5. This approval is for the use of off-street parking located at 1202 N. Carson Street for the benefit of 220 E. John Street in anticipation of a proposed business expansion and in no way implies approval of any part of the business or building expansion itself.
6. The applicant shall maintain a valid agreement to use the parking at 1202 N. Carson Street. If a valid agreement does not exist, the Special Use Permit shall become null and void.
7. The applicant shall provide seven off-site parking spaces at 1202 N. Carson Street to meet the parking requirements for the proposed expansion of 220 W. John Street as outlined in the Carson City Development Standards, Division 2 (Parking). Any further expansion of 220 W. John Street which requires the use of additional parking at 1202 N. Carson Street shall require modification to this Special Use Permit.

LEGAL REQUIREMENTS: CCMC 18.02.050 (Review); 18.02.080 (Special Use Permits); Development Standards, Division 2.3.4 (Off-Site Parking within 300 Feet)

MASTER PLAN DESIGNATION: Community/Regional Commercial

ZONING DISTRICT: Retail Commercial (RC)

KEY ISSUES: Will the proposed off-site parking area cause material damage to surrounding properties?

SURROUNDING ZONING AND LAND USE INFORMATION:

- NORTH: Retail Commercial/Single and Multi-Family Residences, Motel
- SOUTH: Downtown Mixed Use/Retail, Restaurant with Parking Lot
- EAST: General Commercial/Retail, Bar
- WEST: Residential Office/Professional Offices

ENVIRONMENTAL INFORMATION:

- FLOOD ZONE: X Shaded
- SLOPE/DRAINAGE: Both sites are developed and relatively flat
- EARTHQUAKE: Moderate, Fault Zone within 200 feet

SITE DEVELOPMENT INFORMATION:

- PARCEL AREA: .75 acres (total combined parcels)
- EXISTING LAND USE: Bakery, Parking Lot, Retail
- EXISTING STRUCTURES: 14,153 square feet (total combined buildings)
- PROPOSED STRUCTURES: None
- EXISTING PARKING:
 - 1202 N. Carson Street
 - 35 off-street parking spaces
 - 11 on-street parking spaces
 - 46 total parking spaces
 - 220 W. John Street
 - 3 off-street spaces
- REQUIRED PARKING:
 - 1202 N. Carson Street
 - 52 parking spaces
 - 220 W. John Street
 - 9 parking spaces (with proposed restaurant expansion)
- VARIANCES REQUIRED: None

SITE HISTORY:

- None

DISCUSSION:

LA Bakery Café is a small local bakery and restaurant specializing in Mediterranean and European pastries and desserts. In addition to baked goods, LA Bakery serves breakfast and lunch in its dining room located at 220 W. John Street. The applicant wishes to expand operations to provide a larger eat-in dining area to accommodate 36 seats, which would require nine parking spaces to serve the restaurant. LA Bakery has three parking spaces to serve its current operations, but due to the size and location of the property, expansion of parking to accommodate six additional spaces is not possible.

Per Carson City Development Standards, Division 2 (Parking), if there is no parking area available on the building site, off-street parking as required by the Division may be provided on a parcel within 300 feet of the building site upon first securing a Special Use Permit. Additionally, upon submittal of accredited documentation (e.g. ITE or the latest version of Smart Growth Parking Best Practices), the Community Development Director may accept a modification of the distance criteria as well as the parking solution provided, or may request Commission approval of such a modification.

The applicant has identified an existing parking lot approximately 110 feet from the subject property, located at 1202 N. Carson Street, at the shopping center commonly known as Gilbert Square. The parking lot at 1202 N. Carson Street has 35 off-street parking spaces (eight at the front of the center, and 27 at the rear of the center) and 11 on-street parking spaces adjacent to the property that may be counted toward its total parking requirement because it is located in a redevelopment district. This brings the total existing parking at 1202 N. Carson Street to 46 spaces. Under current parking standards, the minimum required parking for 1202 N. Carson Street is 52 parking spaces, which is eight more than what is available; however, the shopping center located on this property was constructed in 1955, which precedes current parking requirements.

The applicant proposes to share seven parking spaces in the rear parking lot of 1202 N. Carson Street for the benefit of LA Bakery's location at 220 W. John Street. The addition of seven

parking spaces would exceed the minimum parking requirement for the proposed dining room expansion at LA Bakery.

The sharing of seven parking spaces for LA Bakery at 1202 N. Carson Street would bring the total parking requirement under current standards to 59 parking spaces, which is 13 more spaces than what exists. The applicant has indicated that the rear parking lot at 1202 N. Carson Street is not heavily used by customers wishing to visit the shops at Gilbert Square, and staff has observed this over the years as well. Preliminary parking data provided by the applicant suggests that throughout a regular business day, the rear parking lot does not fill more than one third of the total space available. The majority of the Gilbert Square customers use the front eight spaces because the spaces are right off of Carson Street and more convenient than using the rear parking lot. Staff anticipates that more data will be available for the Planning Commission meeting.

Based on observation and the data provided by the applicant, it is staff's opinion that the parking lot is currently underutilized and provides an excess of parking for 1202 N. Carson Street. Additionally, on-street parking is typical in this neighborhood for both residential and commercial uses, providing adequate parking opportunity in the event that demand is increased.

The applicant has provided a copy of the proposed lease for the parking spaces, as well as a letter from the property owner of 1202 W. John Street indicating that the applicant has "right of refusal," on the parking space lease, meaning that the seven parking spaces would be available to the applicant until he no longer requires them. These documents are intended to provide assurance to staff and the Planning Commission that the agreement to use the parking will be long term.

In reviewing the information provided by the applicant and the required findings as identified below, the findings to grant approval of this Special Use Permit can be made. Therefore, it is recommended that the Planning Commission approve this Special Use Permit application with the conditions outlined by staff.

PUBLIC COMMENTS:

Public notices were mailed on November 26, 2013 to 41 adjacent property owners within 300 feet of the subject site pursuant to the provisions of NRS and CCMC. As of the date this report was completed no comments had been received by the Planning Division. Any comments that are received after this report is complete will be submitted prior to or at the Planning Commission meeting, depending on their submittal date to the Planning Division.

OTHER CITY DEPARTMENT OR OUTSIDE AGENCY COMMENTS:

The following comments were received from various city departments. Recommendations have been incorporated into the recommended conditions of approval, where applicable.

Building Division Comments:

There are no Building Division comments regarding the request for additional parking. This review in no way assumes to grant approval of the proposed building addition/remodel as shown in the submittal.

Engineering Division Comments:

Engineering has no preference or objections to the Special Use Permit. This permit is considered to be for the off-site parking area only.

Fire Department Comments:

No comment on the parking area. This does not constitute approval of the new seating area building shown on the application.

Public Works, Environmental Control Comments:

No comments received.

Health and Human Services Comments:

Plans for the new seating area and kitchen remodel must be submitted through the Building Division and approved prior to the start of work. All finishes and equipment for the addition must comply with NRS and NAC 446.

FINDINGS: Staff recommends approval of the Special Use Permit based on the findings outlined below, pursuant to CCMC 18.02.080 (Special Use Permits), subject to the recommended conditions of approval, and further substantiated by the applicant's written justification.

1. The use will be consistent with the objectives of the Master Plan elements.

The proposed project is consistent with the following applicable goal of the Master Plan in accordance with the seven findings (in bold) required for approval of a Special Use Permit:

Goal 1.2 – Promote Infill and Redevelopment in Targeted Areas

Both 220 W. John Street and 1202 N. Carson Street are located within Redevelopment Area No. 1, which is classified as a High Priority Area. The use of an existing, underutilized parking area to accommodate the parking needs of an expanding local business in the immediate vicinity is a good example of infill development and promotes a better use of existing resources within the redevelopment area.

2. The proposed use will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties or the general neighborhood; and will cause no noise, vibrations, fumes, odors, dust, glare or physical activity.

The use of existing off-site parking in an underutilized parking area will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties and will not cause additional noise, vibrations, fumes, odors, dust, glare or physical activity. It will allow patrons of LA Bakery to use off-street parking more regularly and will reduce the amount of on-street parking that currently occurs in association with the bakery and restaurant use.

3. The project will have little or no detrimental effect on vehicular or pedestrian traffic.

The proposed off-site parking will have little detrimental effect on vehicular and pedestrian traffic. Customers of LA Bakery that use the off-site parking will be required to

cross N. Curry Street to reach the bakery. There is no crosswalk on N. Curry Street at the intersection of W. John Street, but this section of Curry is not heavily traveled, making a pedestrian/vehicle conflict unlikely.

- 4. The project will not overburden existing public services and facilities, including schools, police and fire protection, water, sanitary sewer, public roads, storm drainage and other public improvements.**

The proposed use of existing off-site parking will not require the extension of public improvements and will not overburden existing public services and facilities including schools, police and fire protection, water, sanitary sewer, public roads, storm drainage or other public improvements.

- 5. The project meets the definition and specific standards set forth elsewhere in this Title 18 for such particular use and meets the purpose statement of that district.**

The use off-site parking within 300 feet is a conditional use as outlined in the Carson City Development Standards, Division 2 (Parking). Upon approval of the Special Use Permit with the recommended conditions of approval, the proposed project will be in conformance with the requirements of the Carson City Municipal Code.

- 6. The project will not be detrimental to the public health, safety, convenience and welfare.**

The proposed use of off-site parking will not be detrimental to the health, safety, convenience and welfare of the general public. It will benefit to the customers of LA Bakery by providing additional parking in the immediate vicinity and will benefit the surrounding neighborhood by relocating some of LA Bakery's parking to an off-street parking area.

- 7. The project will not result in material damage or prejudice to other property in the vicinity.**

The proposed use of off-site parking will not result in material damage or prejudice to other properties in the vicinity but will make good use of an existing underutilized parking area in the downtown redevelopment area.

Attachments:

Site Photos
City Comments
"Right of Refusal" Letter for 1202 N. Carson Street
Application (SUP-13-148)



LA Bakery Location - 220 W. John Street



Off-Site Parking Location - 1202 N. Carson Street

File # (Ex: MPR #07-111)	<i>Sup-13-148</i>
Brief Description	<i>Additional parking for bakery</i>
Project Address or APN	<i>001-174-01</i>
Bldg Div Plans Examiner	<i>Kevin Gattis</i>
Review Date	
Total Spent on Review	

BUILDING DIVISION COMMENTS:

- There are no Building Division comments regarding the request for additional parking.
- This review in **NO Way Assumes** to grant approval of the proposed building addition/remodel as shown in this submittal.

RECEIVED

NOV 1 9 2013

CARSON CITY
PLANNING DIVISION

RECEIVED

NOV 19 2013

CARSON CITY
PLANNING DIVISION

**Engineering Division
Planning Commission Report
File Number SUP 13-148**

TO: Planning Commission

FROM: Rory Hogen, E.I.

DATE: November 19, 2013

MEETING DATE: December 18, 2013

SUBJECT TITLE:

Action to consider the addition of off-site parking for the expansion of LA Bakery at 220 W John St., apn 01-173-05. The additional parking will be at 1202 N Carson St, apn 01-174-01.

RECOMMENDATION:

Engineering has no preference or objections to this special use permit. This permit is considered to be for the off-site parking area only.

DISCUSSION:

The Engineering Division has reviewed the conditions of approval within our areas of purview relative to adopted standards and practices and to the provisions of CCMC 18.02.080, Conditional Uses.

CCMC 18.02.080 (2a) - Adequate Plans

The plans are adequate for this review.

CCMC 18.02.080 (5a) - Master Plan

The request is not in conflict with any Engineering Master Plans for streets or storm drainage.

CCMC 18.02.080 (5c) - Traffic/Pedestrians

The request is not in conflict with pedestrian movements.

CCMC 18.02.080 (5d) - Public Services

No new City water, sewer or access services will be needed for this project.

RECEIVED

NOV 19 2013

CARSON CITY
PLANNING DIVISION

November 19, 2013

Fire Department

We have reviewed the application for SUP 13-148 for 220 W. John St. and have the following comment:

1. No comment on the parking area. This does not constitute approval of the new seating area building shown on the application.

Thank you.

Dave Ruben

Captain – Fire Prevention
Carson City Fire Department
777 S. Stewart Street
Carson City, NV 89701

Direct 775-283-7153
Main 775-887-2210
FAX 775-887-2209

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NOV 25 2013

CARSON CITY
PLANNING DIVISION

November 25, 2013

SUP-13-148

Carson City Health and Human Services

Plans for the new seating area and kitchen remodel, must be submitted through the Building Division and approved prior to the start of work.

All finishes and new equipment for the addition must comply with NRS & NAC 446

Please let me know if you have any other questions about this SUP

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

Ernie Thurlow
827 Wake Forest Drive
Mountain View, CA 94043

December 9, 2013

To whom it may concern:

LA Bakery will have the "right of refusal" to renew the seven space parking lease on the rear parking lot of Gilbert Properties 1202N. Carson Street, Carson City, NV 89701 annually.

Please call me if there are concerns or comments at 408.504.6086.

Sincerely,

A handwritten signature in black ink that reads "Ernie Thurlow". The signature is written in a cursive, flowing style.

Ernie Thurlow
Property Manager

RECEIVED

Carson City Planning Division
108 E. Proctor Street · Carson City NV 89701
Phone: (775) 887-2180 • E-mail: planning@carson.org

FOR OFFICE USE ONLY:

NOV 15 2013

CCMC 18.02

FILE # SUP - 13 - SUP - 13 - 148

SPECIAL USE PERMIT CARSON CITY DIVISION

FEE: \$2,450.00 MAJOR
\$2,200.00 MINOR (Residential zoning districts)

+ noticing fee and CD containing application digital data (all to be submitted once the application is deemed complete by staff)

Ernest M. Thurlow
PROPERTY OWNER

827 Wake Forest Dr., Mountain View, CA, 94043
MAILING ADDRESS, CITY, STATE, ZIP

(408) 504-6086
PHONE #

FAX #

Name of Person to Whom All Correspondence Should Be Sent

Alireza Arbabha
APPLICANT/AGENT

Po Box 636, Carson City, NV, 89702
MAILING ADDRESS, CITY, STATE ZIP

(775) 343-8241
PHONE #

(775) 461-0228
FAX #

Contact @ Labakery Cafe. Com
E-MAIL ADDRESS

SUBMITTAL PACKET

- 8 Completed Application Packets (1 Original + 7 Copies) including:
 - Application Form
 - Written Project Description
 - Site Plan
 - Building Elevation Drawings and Floor Plans
 - Proposal Questionnaire With Both Questions and Answers Given
 - Applicant's Acknowledgment Statement
 - Documentation of Taxes Paid-to-Date (1 copy)
 - Project Impact Reports (Engineering) (4 copies)

Application Reviewed and Received By:

Submittal Deadline: See attached PC application submittal schedule.
Note: Submittals must be of sufficient clarity and detail such that all departments are able to determine if they can support the request. Additional information may be required.

Project's Assessor Parcel Number(s):

001-174-01

Street Address ZIP Code

1202 N. Carson St. 89703

Project's Master Plan Designation

Project's Current Zoning

RC1GC

Nearest Major Cross Street(s)

N. Curry St.

Briefly describe your proposed project: (Use additional sheets or attachments if necessary). In addition to the brief description of your project and proposed use, provide additional page(s) to show a more detailed summary of your project and proposal. In accordance with Carson City Municipal Code (CCMC) Section: _____, or Development Standards, Division _____, Section _____, a request to allow as a conditional use is as follows:

Requesting off-site from this shopping center for LA Bakery @ 220 W. John St. to expand their business and sitting area.

PROPERTY OWNER'S AFFIDAVIT

I, Ernest Thurlow, 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

Address

Date

827 Wake Forest Dr. 11/14/13
Mountain View, CA 94043

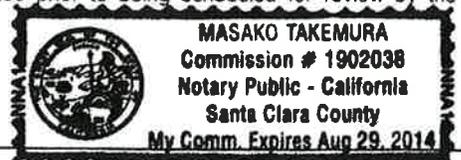
Use additional page(s) if necessary for other names.

STATE OF NEVADA California)
COUNTY of Santa Clara)

On November 14th, 2013, _____, 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.

[Signature]
Notary Public

NOTE: If your project is located within the historic district, airport area, or downtown area, it may need to be scheduled before the Historic Resources Commission, the Airport Authority, and/or the Redevelopment Authority Citizens Committee prior to being scheduled for review by the Planning Commission. Planning personnel can help you make the above determination.



Carson City Planning Division
108 E. Proctor Street • Carson City NV 89701
Phone: (775) 887-2180 • E-mail: planning@carson.org

FOR OFFICE USE ONLY:

CCMC 18.02

SPECIAL USE PERMIT

FEE: \$2,450.00 MAJOR
\$2,200.00 MINOR (Residential zoning districts)

+ **noticing fee** and CD containing application digital data (all to be submitted once the application is deemed complete by staff)

SUBMITTAL PACKET

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Application Reviewed and Received By:

Submittal Deadline: See attached PC application submittal schedule.

Note: Submittals must be of sufficient clarity and detail such that all departments are able to determine if they can support the request. Additional Information may be required.

FILE # SUP - 13 -

Patricia G. Olson Trust
PROPERTY OWNER

220 W. John St., Carson City, NV, 89703
MAILING ADDRESS, CITY, STATE, ZIP

(509) 999-2894
PHONE #

FAX #

Name of Person to Whom All Correspondence Should Be Sent

Alireza Arbabha
APPLICANT/AGENT

PO Box 636, Carson City, NV, 89702
MAILING ADDRESS, CITY, STATE ZIP

(775) 343-8241
PHONE #

(775) 461-0228
FAX #

Contact@labakerycafe.com
E-MAIL ADDRESS

Project's Assessor Parcel Number(s):

001-173-05

Street Address ZIP Code

220 W. John St. 89703

Project's Master Plan Designation

Project's Current Zoning

RC/NB

Nearest Major Cross Street(s)

N. Curry St.

Briefly describe your proposed project: (Use additional sheets or attachments if necessary). In addition to the brief description of your project and proposed use, provide additional page(s) to show a more detailed summary of your project and proposal. In accordance with Carson City Municipal Code (CCMC) Section: _____, or Development Standards, Division _____, Section _____, a request to allow as a conditional use is as follows:

Requesting off-site parking to expand our business and have sitting area for our bakery/Deli

PROPERTY OWNER'S AFFIDAVIT

I, _____, 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

Address

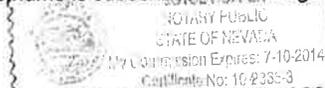
Date

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

STATE OF NEVADA
COUNTY CARSON CITY

On NOV 14, 2013, Patricia Jean OLSON 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.

Notary Public



NOTE: If your project is located within the historic district, airport area, or downtown area, it may need to be scheduled before the Historic Resources Commission, the Airport Authority, and/or the Redevelopment Authority Citizens Committee prior to being scheduled for review by the Planning Commission. Planning personnel can help you make the above determination.

ACKNOWLEDGMENT OF APPLICANT

I certify that the forgoing statements are true and correct to the best of my knowledge and belief. I agree to fully comply with all conditions as established by the Planning Commission. I am aware that this permit becomes null and void if the use is not initiated within one-year of the date of the Planning Commission's approval; and I understand that this permit may be revoked for violation of any of the conditions of approval. I further understand that approval of this application does not exempt me from all City code requirements.



Applicant

11/14/13
Date

Carson City Planning Division
108 E. Proctor St
Carson City, NV, 89701

Date : 11/14/13

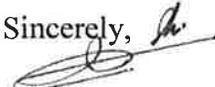
Alireza Arbabha
Po Box636
Carson City, NV, 89702

To whom it may concern,

We are proposing to add the off-site parking at 1202 N. Carson St, Carson City, NV, 89703 (APN#001-174-01) in addition to the existing parking space that we have at 220 West John St, Carson City, NV, 89703 (APN#001-173-05).

We are requesting the approval for 7 additional parking space to add to the 3 existing parking space that we have in our property so we can expand our sitting area and serve our customers more conveniently. Attached is the draft of the lease agreement between the landlord of the Gilbert Shopping Center and LA Bakery for the extra parking space.

Thank you for your cooperation with us and make this improvement happened.

Sincerely, 
Alireza Arbabha
LA Bakery Café
(775)343-8241

Question 1.

How will the proposed development further and be in keeping with, and not contrary to, the goals of the Master Plan Elements?

The expansion will help our business to expand and have exposure on other businesses in our area to be seen and bring more customers to our area.

1. Meet the provisions of the growth management ordinance?

Not applicable

2. Use sustainable building materials and construction techniques to promote water and energy conservation?

Not applicable

3. Located in a priority infill development area?

We are expanding our business to bring more traffic to the retail center that we are leasing the off parking space and we would like to help the downtown area which is high priority area to grow and have more traffic.

4. Provide pathway connections and easements consistent with the adopted unified pathway Master plan and maintain access to adjacent public land?

The off-parking space belongs to the Gilbert shopping center which has been designed per code for parking use.

5. Protect existing site features, as appropriate, including mature trees or other character-defining feature?

Not applicable

6. At adjacent county boundaries or adjacent to public lands, coordinated with the applicable agency with regards to compatibility, access and amenities?

Not applicable

7. In identified Mixed-Use areas, promote mixed-use development patterns as appropriate for the surrounding context consistent with the land use descriptions of the applicable mixed*use designation, and meet the intent of the mixed-use evaluation criteria?

We are located in commercial and residential zoning and but expanding our business with having more parking space we will attract more crowd to downtown area.

8. Meet adopted standards for transitions between non-residential and residential zoning districts?

Not Applicable

9. Protect environmentally sensitive areas through proper setbacks, dedication, or other mechanism?

Not Applicable

10. Sited outside the primary floodplain and away from geologic hazard areas or follows the required setbacks or other mitigation measures?

Not applicable

11. Provide for levels of services consistent with the land use designation and adequate for the proposed development?

Not applicable

12. If located within an identified specific plan area meet the applicable policies of that SPA?

Not applicable

13. Provide Park facilities commensurate with the demand created and consistent with the City's adopted standards?

Not applicable

14. Consistent with the Open Space Master plan and Carson River Master plan?

Not Applicable

15. Encourage a citywide housing mix consistent with the labor force and non-labor force populations?

Not Applicable

16. Encourage the development of regional retail centers?

By having more off-site parking space it encourage people to come to the only restaurant bakery in Carson City which serves Healthy, Vegan, Gluten Free and Diabetic baked goods and deli.

17. Encourage reuse or redevelopment of underused retail spaces?

The shopping center that we are leasing the parking space is almost dead and it has no traffic that will be a good opportunity for the businesses in that center also to see the traffic and helps them to have more customers.

18. Support heritage tourism activities, particularly those associated with historic resources, cultural institutions and the State Capital?

Our bakery is a European and Mediterranean facility which will be the best place to attract tourists to downtown area which we already have lots of tourists that found us on internet and comes to our bakery.

19. Promote revitalization for the Downtown core?

Our expansion will be a great addition for downtown because there is no bakery/cafe in downtown area.

20. Incorporate additional housing in and around Downtown, including lofts, condominiums, duplexes, live-work units?

Not applicable

21. Used durable, long-lasting building materials?

Not applicable

22. Promote variety and visual interest through the incorporation of varied building styles and colors, garage orientation and other features?

Not applicable

23. Provide variety of visual interest through the incorporation of well-articulated building facades, clearly identified entranced and pedestrian connection, landscaping and other features consistent with the Development Standards?

Not applicable

24. If located in an indentified Mixed-Use Activity Center area, contain the appropriate mix, size and density of land uses consistent with the Mixed-Use district policies?

Not applicable

25. If located Downtown:

-Integrate an appropriate mix and density of uses?

Not applicable

-Include buildings at the appropriate scale for the applicable Downtown Character Area?

Not applicable

-Incorporate appropriate public spaces, plazas and other amenities?

Not applicable

-Incorporate a mix of housing models and densities appropriate for the project location and size?

Not applicable

26. Promote transit-supportive development patterns (e.g. mixed-use, pedestrian-oriented, higher density) along major travel corridors to facilitate future transit?

Not applicable

27. Maintain and enhance roadway connections and networks consistent with the Transportation Master Plan?

Not applicable

28. Provide appropriate pathways through the development and to surrounding lands, including parks and public lands, consistent with the Unified Pathways Master plan?

Not applicable

Question 2:

Will the effect of the proposed development be detrimental to the immediate vicinity to the general neighborhood?

A. North: Retail/Commercial property, South: Street, East: Residential/Commercial property, West: Dental Office

B. By having off-site parking it makes our customers to park in the marked area and not parked in front of the other properties and all the uses will be in our bakery/deli. There will be existing parking space which we are leasing it. The properties around us have sufficient parking and they have not applied for this permit. Our expansion for off-site parking will make our neighbors comfortable for our customers to park in the marked area.

C. The offsite parking is about 100ft away from our building and it is in shopping center so it does not provide any detriment and no harm for our neighbors.

D. Not applicable

E. Most of our customers were not happy with us not having enough parking space and this tremendously improve our business and make all of our customers happy and we will be much busier than we are now and help the community to enjoy the healthy place in Carson City.

Question 3:

Has sufficient consideration been exercised by the applicant in adapting the project to existing improvements in the vicinity?

Not applicable

A. How will your project affect the school district?

Not applicable

Will your project add to the student population or will it provide a service to the student population?

Yes, more parents will bring their children to our bakery before school for breakfast if there are more parking spaces.

How will your project affect the Sheriff's Office?

Not applicable

B. If your project will result in the covering of the land area with paving or a compacted surface, how will drainage be accommodated?

Not applicable

C. Are the water supplies serving your project adequate to meet your needs without degrading supply and quality to others in the area? Is there adequate water pressure? Are the lines in need of replacement? Is your project served by a well?

Not applicable

D. Is there adequate capacity in the sewage disposal trunk line that you will connect to in order to serve your project, or is your site on a septic system?

Not applicable

E. What kind of road improvements are proposed or needed to accommodate your project? Have you spoken to Public Works or Regional Transportation regarding road improvements?

Not applicable

F. Indicate the source of the information that you are providing to support your conclusions and statements made in this packet?

Architect, Civil Engineer

G. If outdoor lighting is to be a part of the project, please indicate how it will be shielded from adjoining property and the type of lighting (wattage/height/placement) provided.

Not applicable

H. Describe the proposed landscaping, including screening and arterial landscape areas (if required by the zoning code). Include a site plan with existing and proposed landscaping shown on the plan which complies with City ordinance requirements.

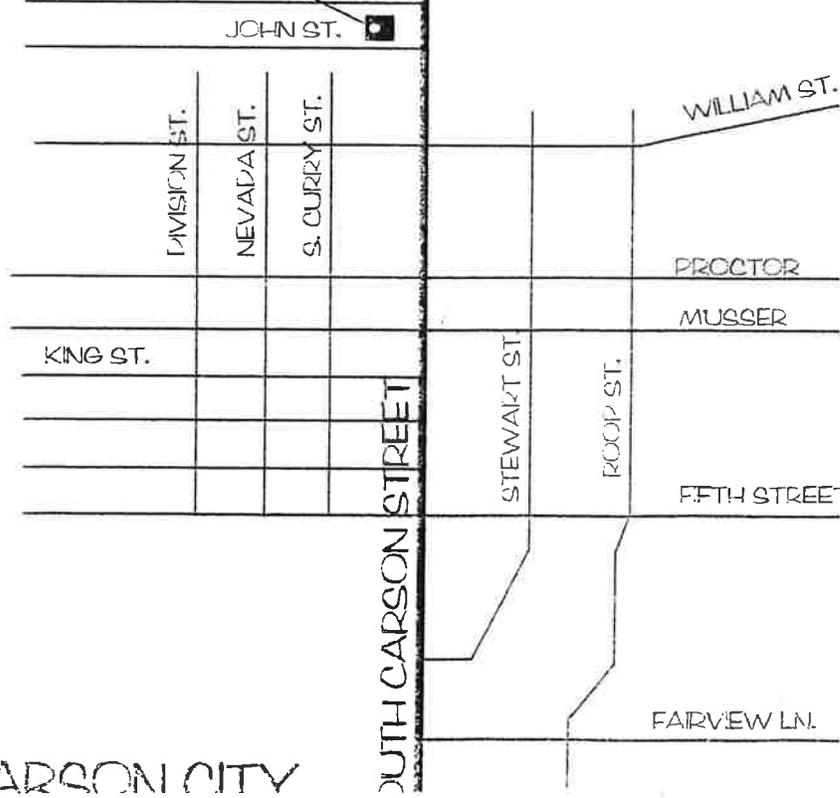
Not applicable

I. Provide a parking plan for your project. If you are requesting approval for off-site parking with 300 feet, provide site plans showing (1) parking on your site, (2) parking on the off-site parking lot, and (3) how much of the off-site parking area is required for any business other than your own. Design and dimensions of parking stalls, landscape islands, and traffic aisles must be provided.

Has been provided in the attached

VICINITY MAP

SITE



CARSON CITY

GILBERT BUILDING
APN:001-174-01

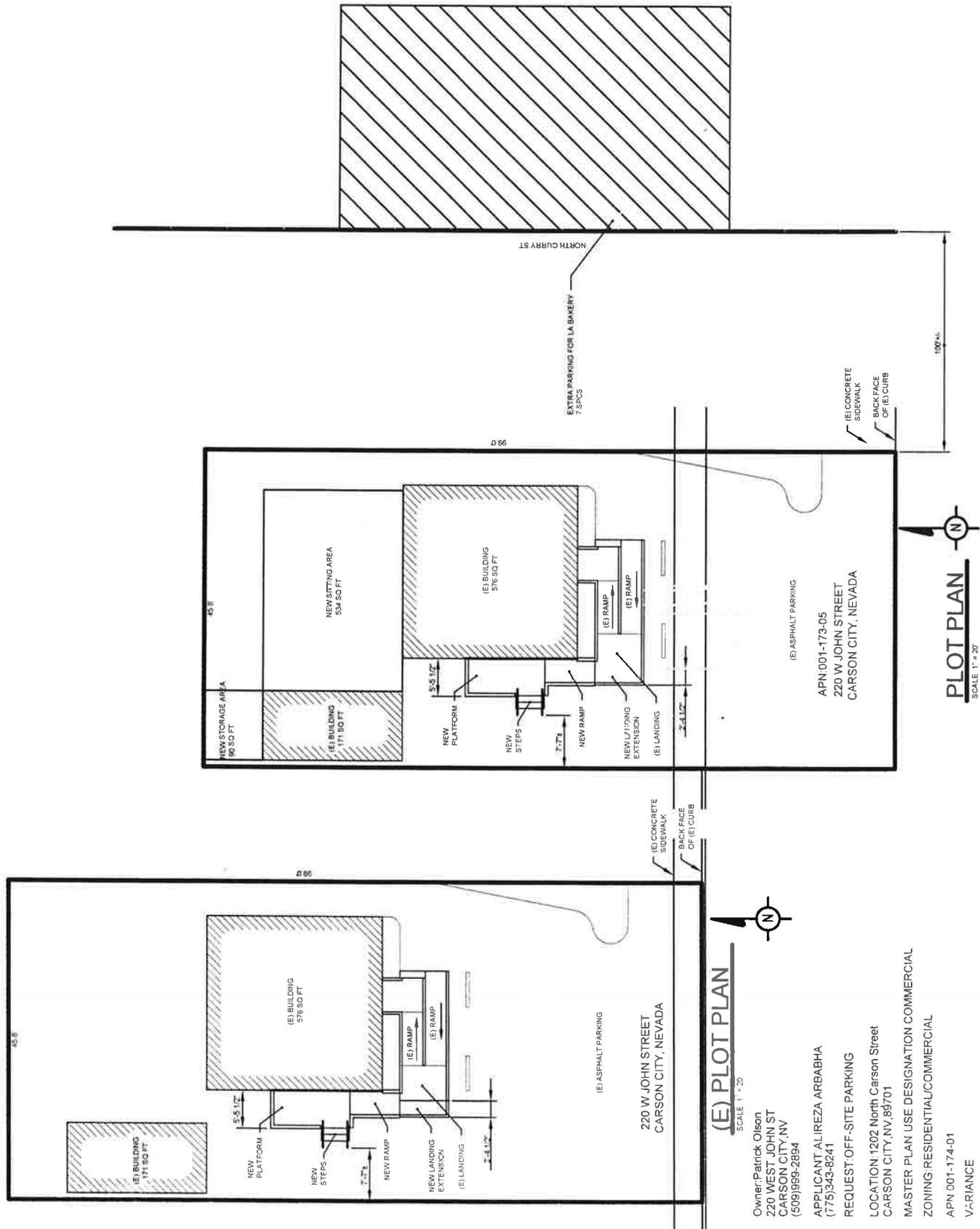
1214

1210

1208

ALLEY

1204



(E) PLOT PLAN
SCALE 1" = 20'

Owner: Patrick Olson
220 WEST JOHN ST
CARSON CITY, NV
(509)959-2894

APPLICANT: ALIREZA ARBABHA
(775)343-8241

REQUEST: OFF-SITE PARKING

LOCATION: 1202 North Carson Street
CARSON CITY, NV, 89701

MASTER PLAN USE DESIGNATION: COMMERCIAL

ZONING: RESIDENTIAL/COMMERCIAL

APN 001-174-01

VARIANCE



PLOT PLAN
SCALE 1" = 20'

(E) ASPHALT PARKING

APN 001-173-05
220 W JOHN STREET
CARSON CITY, NEVADA

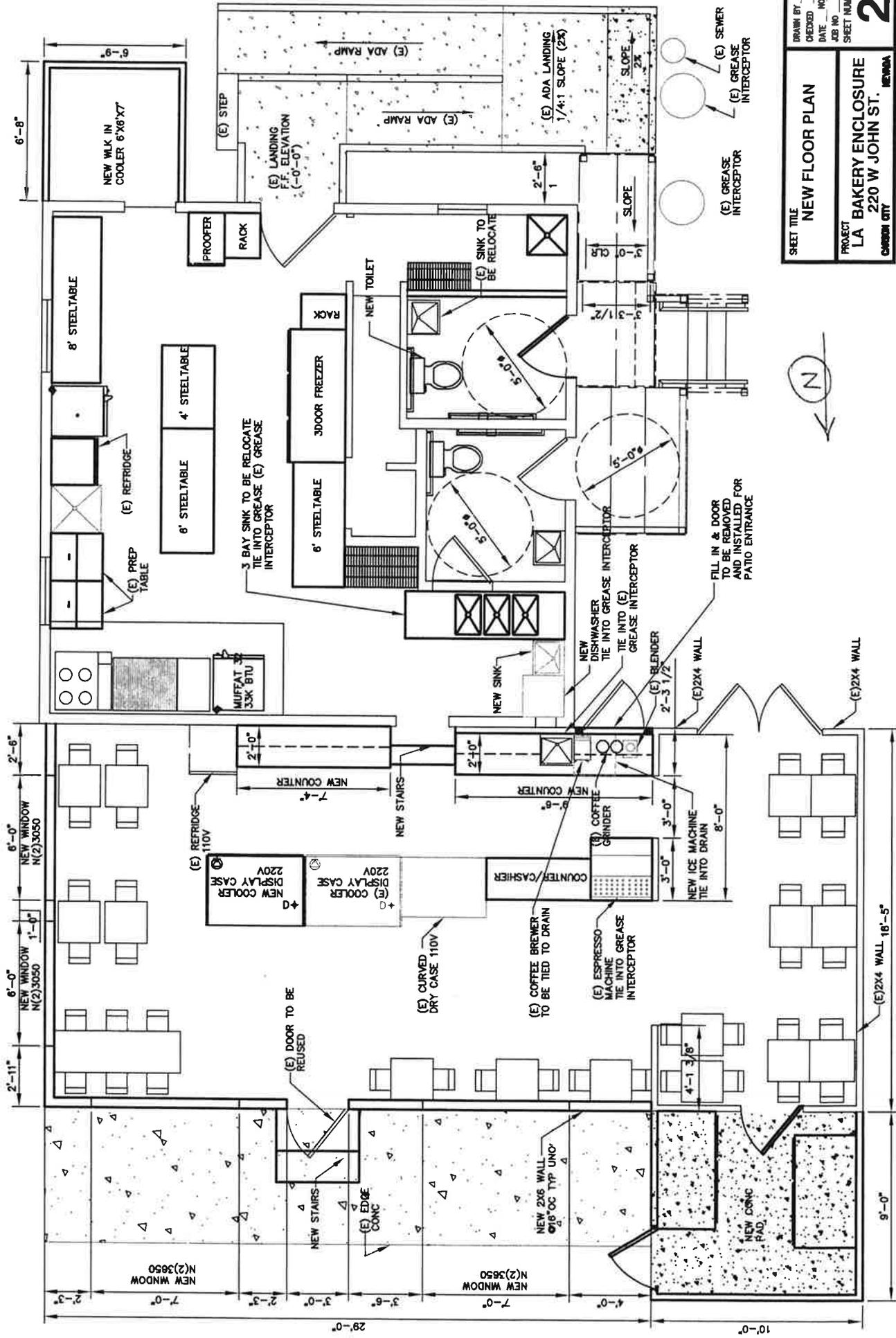
(E) CONCRETE SIDEWALK BACK FACE OF (E) CURB

(E) CONCRETE SIDEWALK BACK FACE OF (E) CURB

EXTRA PARKING FOR LA BAKERY 7 SPCS

NORTH CURRY ST

100'±



DRAWN BY: AA CHECKED: AA DATE: NOV 2013 JOB NO: SHEET NUMBER: 2 OF	NEW FLOOR PLAN LA BAKERY ENCLOSURE 2220 W JOHN ST. CARBON CITY, INDIANA
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COMMERCIAL LEASE AGREEMENT

Date (For reference only): _____

Gilbert Properties, Ernest M. Thurlow (Landlord) and L.A. Bakery (Tenant) agree as follows

1. PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as Back Parking Lot (West Lot) 7 spaces. (Approximately 650sq ft) (Premises), which comprise approximately % of the total square footage of rentable space in the entire property. See exhibit for a further description of the Premises.

2. TERM: The term begins on (date) (Commencement Date). (Check A or B):

A. Lease: and shall terminate on (date) at AM PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

C. RENEWAL OR EXTENSION TERMS: See attached addendum 2nd Term Option (See Addendum)

3. BASE RENT:

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

(1) \$ 200 (For first 15 months (See for remaining months of 1st and 2nd Term Options) per month for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI

(2) \$ per month for the period commencing and ending and \$ per month for the period commencing and ending and \$ per month for the period commencing and ending

(3) In accordance with the attached rent schedule.

(4) Other:

B. Base Rent is payable in advance on the 1st (or day of each calendar month, and is delinquent on the next day

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. RENT:

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) at (address) location specified by Landlord in writing to Tenant or at any other

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord

5. EARLY POSSESSION: Tenant is entitled to possession of the Premises on

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement

6. SECURITY DEPOSIT:

A. Tenant agrees to pay Landlord \$200 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to restate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession

C. No interest will be paid on security deposit, unless required by local ordinance.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

Landlord's Initials () ()
Tenant's Initials (AA) ()

Reviewed by _____ Date _____



Premises: Back Parking Lot (West Lot) 7 spaces, (Approximately 650sq ft) Date:

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u> </u> to <u> </u> <small>Date Date</small>	\$ <u>200.00</u>	\$ <u> </u>	\$ <u> </u>	<u> </u>
B. Security Deposit	\$ <u>200.00</u>	\$ <u> </u>	\$ <u> </u>	<u> </u>
C. Other <u> </u> <small>Category</small>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	<u> </u>
D. Other <u> </u> <small>Category</small>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	<u> </u>
E. Total:	\$ <u>400.00</u>	\$ <u> </u>	\$ <u> </u>	<u> </u>

8. **PARKING:** Tenant is entitled to see attached addendum unreserved and reserved vehicle parking spaces. The right to parking is is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be \$ 200.00 per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: N/A
The right to additional storage space is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 50 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions:
Items listed as exceptions shall be dealt with in the following manner:

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant, Landlord pays for water and sewer.
Tenant agrees to pay for 50% of snow removal.

14. **PROPERTY OPERATING EXPENSES:**
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire "Forever Dance Lake Tahoe, LLC"

OR B. (If checked) Paragraph 14 does not apply

15. **USE:** The Premises are for the sole use as Company Name, "L.A. Bakery" Parking for 7 6ft x 15ft Automobiles during business hours. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. **MAINTENANCE:**
A. Tenant OR (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord OR (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and
Landlord shall ensure West side of building is illuminated with existing lighting fixtures during evening hours

Landlord's Initials (AA) ()
Tenant's Initials (AA) ()
Reviewed by Date



- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or _____) day period preceding the termination of the agreement.
- 22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or 15) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided, and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ 50,000. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 50,000, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (EF) (_____)
 Tenant's Initials (AA) (_____)
 Reviewed by _____ Date _____



Premises: Back Parking Lot (West Lot) 7 spaces, (Approximately 650sq ft) Date _____

- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser, and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s), or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **DISPUTE RESOLUTION:**
 - A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action.
 Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
 - B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects.

The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

Landlord's Initials SL / _____ Tenant's Initials AA / _____

Landlord's Initials (SL) (_____)
 Tenant's Initials (AA) (_____)

Reviewed by _____ Date: _____



Premises: Back Parking Lot (West Lot) 7 spaces, (Approximately 650sq ft) Date: _____

35. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession

36. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: <u>Ernest Thurlow</u>	Tenant _____
<u>827 Wake Forest Drive</u>	_____
<u>Mountain View, CA 94043</u>	_____
<u>Email: erniethurlow@yahoo.com</u>	_____
<u>Ph#: 408.504.6086</u>	_____

Notice is deemed effective upon the earliest of the following (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach

38. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises

39. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** _____

The following ATTACHED supplements/exhibits are incorporated in this agreement. _____

40. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A

41. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties

42. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate) agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

43. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: N/A _____ (Print Firm Name) is the agent of

(check one): the Landlord exclusively; or both the Tenant and Landlord

Selling Agent: N/A _____ (Print Firm Name) (if not same as Listing Agent) is the agent of

(check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord

Landlord's Initials (ET) (_____)
Tenant's Initials (AA) (_____)
Reviewed by _____ Date _____



Premises: Back Parking Lot (West Lot) 7 spaces, (Approximately 650sq ft) Date _____

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant _____ Date _____

(Print Name) _____
Address _____ City _____ State _____ Zip _____

Tenant _____ Date _____

(Print Name) _____
Address _____ City _____ State _____ Zip _____

Landlord _____ Date _____
(owner or agent with authority to enter into this agreement)
Address 827 Wake Forest Drive City Mountain View State CA Zip 94043

Landlord _____ Date _____
(owner or agent with authority to enter into this agreement)
Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Landlord Init Est
Tenant Init AA

Reviewed by _____ Date _____



ADDENDUM to LEASE

Lucy R. Gilbert Trust
Ernest M. Thurlow

Proposed Terms and Conditions:

Parking: Parking spaces on Carson street (East Side of Building) are for 1202-1214 tenant customer parking.

Permits: Lease Agreement is contingent upon Carson City council approval.

Maintenance of Premises: Tenant agrees to keep and maintain leased premises in good and sanitary condition. The tenant agrees to sweep sidewalk/frontage directly in front of the leased premises. (pg. 2, item 17)

Tenant Parking Space: If tenants require additional space then this lease may need updating annually.

Signage: Tenant shall be permitted to have signage in front of each LA Bakery parking space.

Landlord Init. 

Tenant Init. AA



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Parcel Detail for Parcel # 001-173-05

<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p style="text-align: center;">Location</p> <p>Property Location 220 W JOHN ST Town Add Addresses Subdivision Lot Block Property Name Legal Description</p> </div>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p style="text-align: center;">Ownership</p> <p>Assessed Owner Name OLSON, PATRICIA G TR 12/31/99 Mailing Address 220 W JOHN ST CARSON CITY, NV 89701-0000 Ownership History Document History Legal Owner Name OLSON, PATRICIA G TR 12/31/99 Vesting Doc#, Date 252075 08/25/00 Book/Page / Map Document #s</p> </div>																																																																																								
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Parcel Detail for Parcel # 001-174-01

Location	Ownership																																																																																								
<p>Property Location 1202 N CARSON ST</p> <p>Town</p> <p>Subdivision <u>CURRY</u> Add'l Addresses</p> <p>ADDITION Lot ALL Block 5</p> <p>Property Name Legal Description</p>	<p>Assessed Owner Name GILBERT, LUCY R TESTAMENT TRUST</p> <p>Mailing Address % SUE DIANNE THURLOW Ownership History</p> <p>827 WAKE FOREST DR Document History</p> <p>MOUNTAIN VIEW, CA 94043-0000</p> <p>Legal Owner Name GILBERT, LUCY R TESTAMENT TRUST</p> <p>Vesting Doc#, Date <u>104642</u> 02/18/86 Book/Page /</p> <p>Map Document #s</p>																																																																																								
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