

**STAFF REPORT FOR THE PLANNING COMMISSION MEETING OF JULY 26, 2023**

**FILE NUMBER:** AB-2023-0203

**AGENDA ITEM:** 6.A

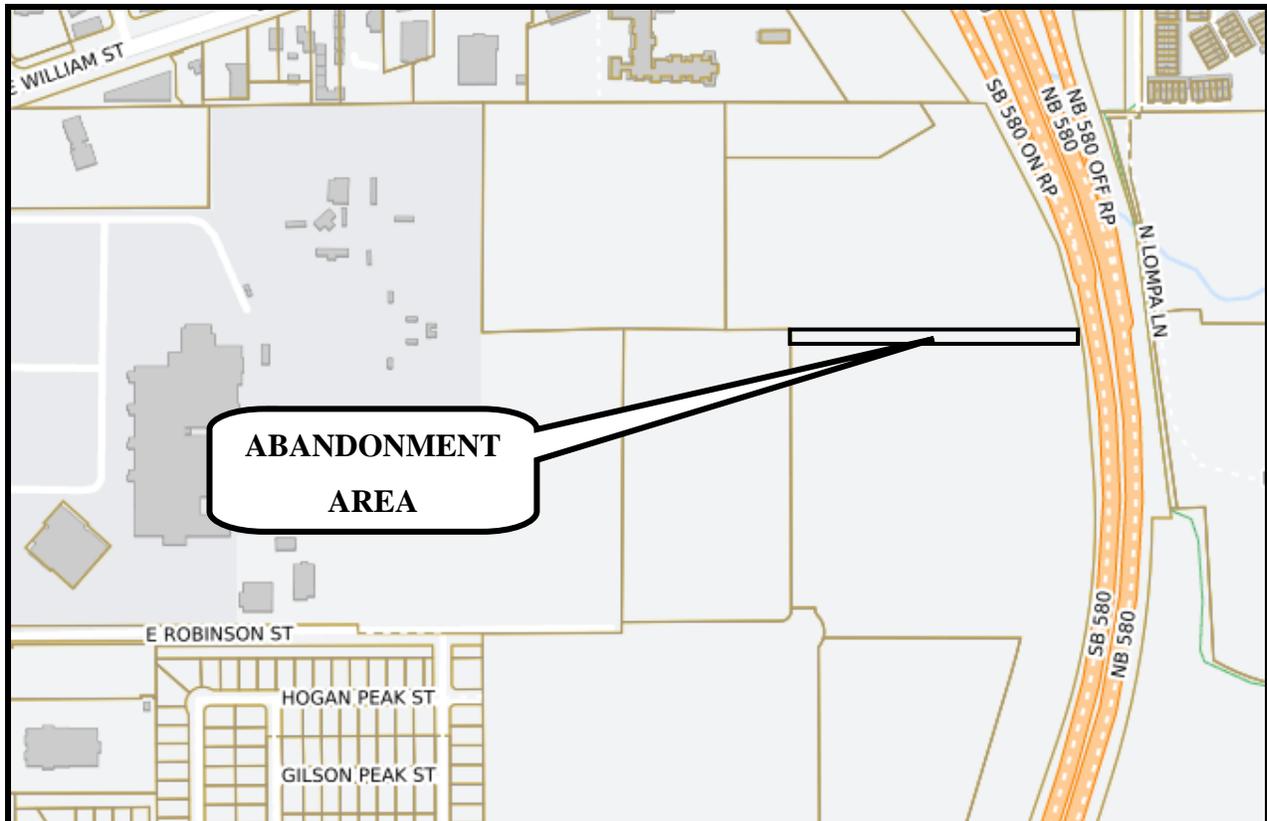
**STAFF CONTACT:** Heather Manzo, Associate Planner

**AGENDA TITLE:** For Possible Action: Discussion and possible action regarding a request from Michael Mistriel (“Applicant”) for a recommendation to the Board of Supervisors (“Board”) concerning the abandonment of a public access easement ±47,360 square feet in size to accommodate the development of an approved 139 lot residential subdivision (SUB-2021-0399), located approximately 0.27 miles northeast of the eastern terminus of East Robinson Street within the Lompa Ranch North Specific Plan Area and zoned Multifamily Duplex (“MFD-SPA”), Assessor’s Parcel Number (“APN”) 010-041-42. (Heather Manzo, [hmanzo@carson.org](mailto:hmanzo@carson.org))

**STAFF SUMMARY:** The access easement is oriented east to west and was recorded on Parcel Map No. 975 on June 29, 1983. The subject site is vacant and the easement is no longer necessary to provide access. If approved, the entire 50-foot-wide access easement will be abandoned and the subject parcel will no longer be encumbered by the easement. Per Chapter 17.15 of the Carson City Municipal Code (“CCMC”), the Planning Commission makes a recommendation to the Board of Supervisors regarding requests for the abandonment of public access easements. The Board of Supervisors is authorized to abandon the easement.

**RECOMMENDED MOTION:** “I move to recommend that the Board of Supervisors approve the abandonment of the public access easement, based on the findings and subject to the conditions of approval contained in the staff report.”

**VICINITY MAP:**



**RECOMMENDED CONDITIONS OF APPROVAL:**

1. Prior to the recordation of said abandonment, the applicant shall be responsible for the submittal of all necessary legal documentation and title search materials as required by the Planning Division to fully complete the abandonment process.
2. The applicant must sign and return the Notice of Decision for conditions of approval within 10 days of receipt of notification. If the Notice of Decision is not signed and returned within 10 days, then the item may be rescheduled for the next Planning Commission meeting for further consideration. This Notice of Decision will be mailed to the applicant for signature after approval by the Board of Supervisors.
3. Conditional approval for the requested abandonment shall expire one year after Board of Supervisors approval of the original application unless an extension of time has been granted by the Board of Supervisors.
4. The land area abandoned shall be reverted to the parcel in which the abandoned area is located as the area to be abandoned originated entirely from the parcel.

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

**MASTER PLAN DESIGNATION:** Medium Density Residential

**ZONING:** MFD-SPA

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

**SURROUNDING ZONING AND LAND USE INFORMATION:**

NORTH: Multifamily Apartment (MFA-SPA) / Vacant  
SOUTH: MFD-SPA / Vacant  
EAST: Nevada Department of Transportation (“NDOT”) Interstate 580 (I-580)  
WEST: General Commercial GC-SPA

**DISCUSSION:**

The request is to allow the abandonment of a 50-foot-wide access easement that begins at the northeast corner of APN 010-041-43 and extends across the subject parcel east to the NDOT right of way for I-580. The easement was established with the recordation of Parcel Map 975, recorded on June 29, 1983. The area containing the abandonment area is undeveloped, however a tentative map has been approved to develop 139 single family residences. This request has been made in anticipation of the single-family development where the easement will not be necessary to serve. If abandoned, the easement area will become an unencumbered part of the subject site.

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

**PUBLIC COMMENTS:** A public notice was sent by certified mail to the abutting property owners per Nevada Revised Statutes on July 13, 2023. At the writing of this report, there have been no public comments received regarding the proposed abandonment. Any written comments that are received after this report is completed will be submitted prior to or at the Planning Commission meeting on July

26, 2023 depending upon their submittal date to the Planning Division.

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

**Development Engineering Division:**

The Development Engineering Division has completed a review of the above referenced project and recommends APPROVAL of the proposed abandonment as presented.

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

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

*This access easement was originally granted with Map 975 in 1983. There is no indication that the City paid for the easement.*

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

*The section of access easement contains no utilities and the existing parcels will be accessible via the remaining easements. Approval of the request would not result in material injury to the public.*

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

*This access easement was originally granted with Map 975 in 1983. There is no indication that the City paid for the easement.*

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

*Development Engineering has no comment on this finding.*

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

*Development Engineering has no comment on this finding.*

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

*This easement is undeveloped and provides no parking value.*

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

*The easement contains no utility component and no utilities rely on this easement.*

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

*No conditions recommended.*

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

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

The abandonment will not result in material injury to the public. This request is to allow for the abandonment of an access easement that is 50 feet wide and approximately 947 feet from west to east beginning at the northeast corner of APN 010-041-43 and terminating to the east at the NDOT right of way for I-580. The easement was reserved in 1983 by Map No. 975. The development of I-580 precludes east to west access and the easement is no longer needed to provide access to the subject site. A tentative map (SUB-2021-0399) has been approved that will provide primary access to the subject site from Robinson Street and Matterhorn Drive.

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

Map No. 975 reserved the access easement; however, the site is undeveloped and there is no offer for dedication. The approved subdivision will not require the access easement and alternative access to the site will be developed and eventually dedicated to the City once constructed.

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

The access easement was recorded on Parcel Map No. 975 with no fee exchange; therefore, no financial consideration is necessary in association with this abandonment request.

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

The public will not be impacted by the approval of this abandonment as the easement is located on private property and would not serve as access to surrounding areas. The access easement area is unimproved and was designated on a map with no financial exchange. If abandoned, the easement area will revert to the parcel in which the easement is located. It is recommended there be no charge for this abandonment.

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

The area of abandonment does not provide for any parking or access to the adjacent parcels. Therefore, no negative impact is anticipated as a result of the abandonment.

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

There are no public utilities located within the abandonment area. Therefore, there is no need to reserve, continue, or vacate utility easements.

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

Staff has included within this staff report conditions of approval required by CCMC 18.02.105.9.

Attachments:

Draft Order of Abandonment  
Application (AB-2023-0203)

APN(s): 010-041-42

AN ORDER ABANDONING THE ENTIRETY OF A 50-FOOT-WIDE PUBLIC ACCESS EASEMENT COMMENCING AT THE NORTHEAST CORNER OF APN 010-041-43 AND TERMINATING AT THE EAST SUBJECT PROPERTY LINE AND TOTALING APPROXIMATELY ±47,360 SQUARE FEET IN SIZE WITHIN APN 010-041-42.

WHEREAS, on April 27, 2023, Michael Mistriel, (“APPLICANT”) duly filed a written application seeking vacation and abandonment of a public access easement in its entirety, totaling approximately ±47,360 square feet in size; and

WHEREAS, the application was thereafter referred to the Carson City Planning Commission and a public hearing was thereafter duly noticed and held before the Planning Commission on July 26, 2023. At the public hearing testimony was taken and the Commission, after discussion and deliberation, recommended approval of abandonment of the subject right-of-way to the Carson City Board of Supervisors, finding that the public would not be materially injured by the vacation; and

WHEREAS, the Carson City Board of Supervisors, at their regular and duly noticed meeting of August 17, 2023, found that the public would not be materially injured by the proposed vacation, and accordingly ordered the abandonment of the public right-of-way in question pursuant to the provisions of NRS 278.480, which among its provisions, requires a written order to be prepared and recorded in the office of the Carson City Recorder; and

WHEREAS, the vacation and abandonment of the entire right-of-way is more particularly described on the attached Exhibit A and depicted in attached Exhibit B and the abandonment area will return to the parcel in which it is located.

NOW, THEREFORE, the Board of Supervisors hereby orders:

1. That the above-described access easement is hereby abandoned according to the

provisions of NRS 278.480.

2. That if a utility company has a utility or an easement over or under the property hereby vacated and abandoned by this order, said easement or easements shall be continued and shall not be affected by the abandonment.

3. That utility facilities, which may presently exist within the areas affected by abandonment's, will be protected by easements. The abandonment is subject to reserving easements for utility companies and/or Carson City, as requested.

ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2023, by the Carson City Board of Supervisors.

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LORI BAGWELL, MAYOR

ATTEST:

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SCOTT HOEN, Clerk-Recorder



## Public Right-of-Way Abandonment Checklist

Each complete application shall include:

- A written project description describing the proposed abandonment and how access to the parcel(s) will be obtained if an access is proposed to be abandoned. Per Carson City Municipal Code (CCMC) Section 17.15.035(5), this description **must** include the following information:
  - If the subject right-of-way was ever dedicated. If so, documentation is mandatory regarding the street's dedication.
  - How all adjacent parcels will have access, should the abandonment be approved.
  - How the public at large will benefit from and not be injured from the proposed abandonment.
  
- Per Carson City Municipal Code (CCMC) Section 17.15.010, respond to the following required findings:
  - Will the abandonment result in material injury to the public?
  - What is the history regarding the street being dedicated or not?
  - What should the reasonable consideration be if the street was not dedicated?
  - If an abandonment has a public benefit, how much of the public benefit should be offset against the determination of reasonable consideration?
  - What is the applicability of the parking value analysis applied to this request?
  - Should utilities easements be reserved, continued or vacated?
  - Are any conditions of approval by the board of supervisors or recommendations by the planning commission or staff included?
  
- An 8.5"x11" Site Map/Exhibit:
  - Drawn to scale, including date, north arrow and scale.
  - Include name address and phone number of the Professional Land Surveyor, licensed in the state of Nevada, who is responsible for the exhibit.
  - Include the stamp, signature, date and license expiration date of the surveyor.
  - Indicate all parcels, rights-of-way and easements or reservations that abut the proposed abandonment.
  - The exhibit (or supplemental documentation) shall indicate any parcel(s) of land that may rely upon access of any sort over the proposed abandonment. Alternative access to the same parcels may be indicated, but note shall be made as to whether they exist or are proposed.
  
- Legal descriptions of the proposed abandonment **AND** the resulting abutting parcel(s).
  
- A Utility Statement signed by **each** utility company as indicated on the Utility Statement form.
  
- If available, a copy of the document(s) that dedicated/established the right-of-way originally.
  
- A chain of title report pertaining to the affected property (properties) that abut the area of the proposed abandonment.



**LAND SURVEYORS**  
**CIVIL ENGINEERS**  
**LAND USE PLANNERS**

4/18/2023

VIA E-MAIL: [planning@carson.org](mailto:planning@carson.org)

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

**RE: 50' ACCESS EASEMENT ABANDONMENT (PM NO. 975)**

Dear Planning Division,

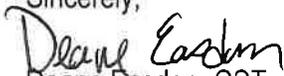
AMH NV 17 Development LLC wishes to abandon a portion of an existing fifty (50) foot wide access easement that was originally granted on that Parcel Map No. 975 for Eva Lompa and the First Interstate Bank of Nevada, recorded June 29, 1983, Official Records of Carson City, Nevada. Also, shown on Parcel Map No. 3037 for The Meyers Family Exempt Trust, recorded January 14, 2022, Official Records of Carson City. Access is proposed on (SUB-2021-0399) Subdivision Final Plat Map for Blackstone Ranch North within E. Robinson Street, Matterhorn Lane, Kona Avenue, Dime Avenue, Harvey Street, Devin Avenue, Dolly Avenue and Monroe Avenue. This abandonment request does not injure or impede the public's access to this area. In fact, with the development of Blackstone Ranch North it is noted that E. Robinson Street, Matterhorn Lane, Kona Avenue, Dime Avenue, Harvey Street, Devin Avenue, Dolly Avenue and Monroe Avenue will be offered for dedication to Carson City as a permanent roadway(s).

There is no evidence that this portion of the fifty (50) foot wide access easement was ever dedicated as a roadway and therefore has no impact on this request to abandon. There is also no parking value or benefit to be affected by this request to abandon as this portion of the fifty (50) foot wide access easement was never developed or paved.

It does not appear that a public utility easement was granted within this portion of the fifty (50) foot wide access easement on Parcel Map No. 975. However, because the Utility Statement signed by each utility company is required on the abandonment application this will be verified.

Please find attached all required documentation including the Legal Description (Exhibit "A") and 8.5"x11" Exhibit Map (Exhibit "B") of the proposed abandonment area.

Sincerely,

  
Deane Easdon, CST

Survey Project Manager

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**FOR**  
**PARTIAL ACCESS EASEMENT ABANDONMENT**

The following describes a portion of a Fifty (50) foot wide Access Easement as granted on that Parcel Map No. 975 for Eva Lompa and the First Interstate Bank of Nevada, File No. 19422, recorded June 29, 1983, Official Records of Carson City, situate within Section Sixteen (16), Township Fifteen (15) North, Range Twenty (20) East, M.D.M., Carson City, Nevada:

**BEGINNING** at the Northeast corner of Parcel 2 as shown on that Parcel Map No. 3037 for THE MEYERS FAMILY EXEMPT TRUST (PM-2021-0410), File No. 528981, recorded January 14, 2022, Official Records of Carson City, Nevada, said point of beginning being further described as being on the westerly line of Parcel 3;

THENCE departing said westerly line, S 89°25'57" E, 944.29 feet to a point on the easterly line of Parcel 3, said point also being the westerly right-of-way of Interstate 580, a varied width roadway;

THENCE along easterly line along a non-tangent curve to the right, radial to be bearing of S 79°56'01" W, having a radius of 1471.50 feet, through a central angle of 1°58'52", a distance of 50.88 feet;

THENCE departing said easterly line, N 89°25'57" W 951.13 feet to a point on the westerly line of Parcel 3;

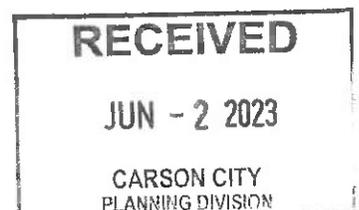
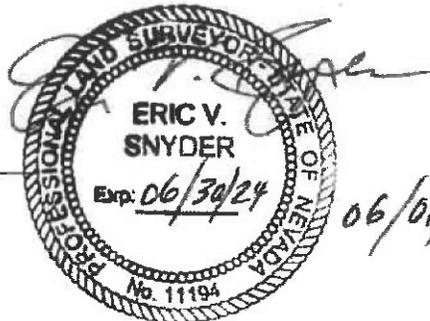
THENCE N 0°33'19" E 13.08 feet;

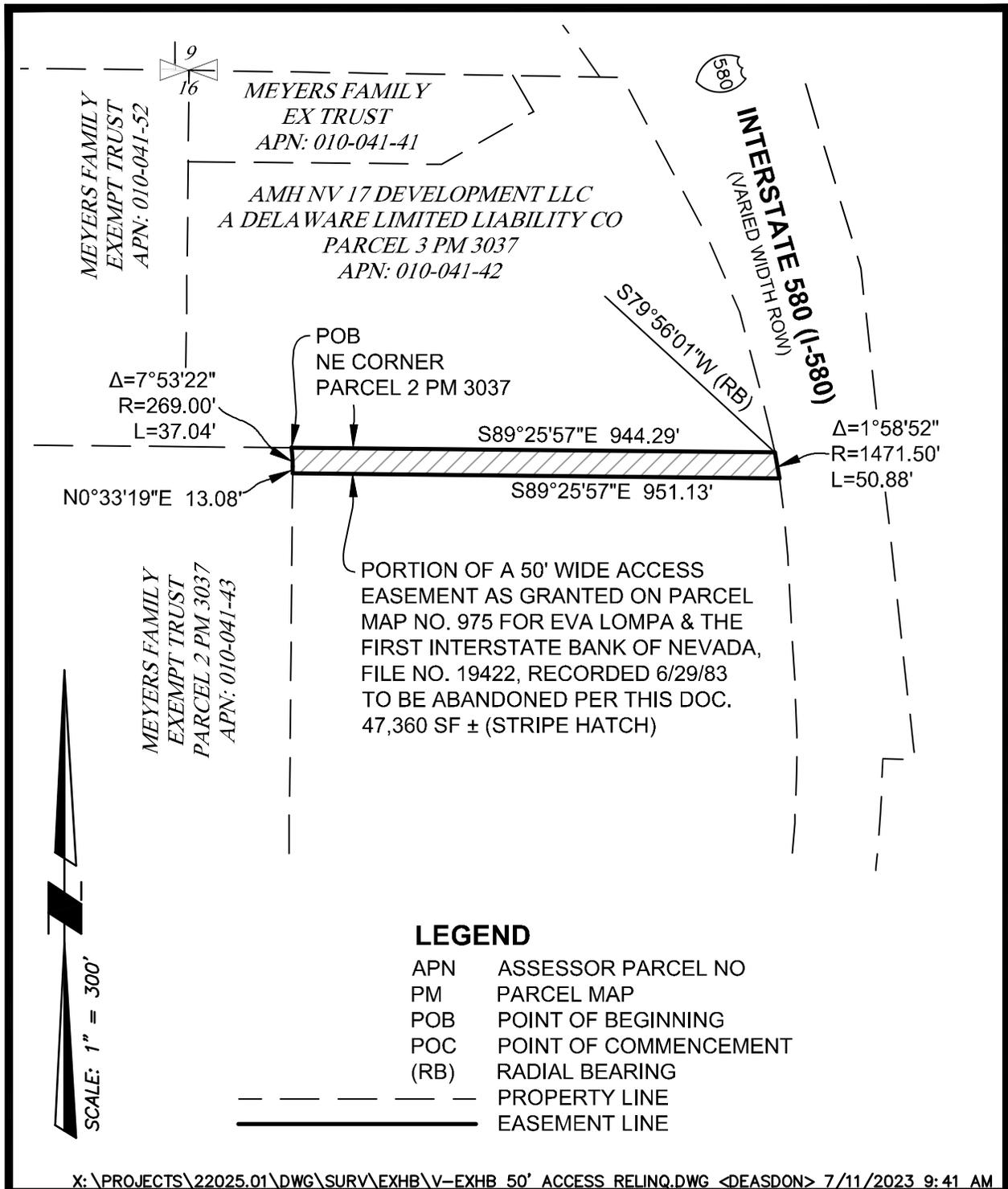
THENCE along a tangent curve to the left, having a radius of 269.00 feet, through a central angle of 7°53'22", a distance of 37.04 feet to **THE POINT OF BEGINNING**.

Containing 47,360 sf of land more or less.

The basis of bearings for this description Nevada State Plane coordinate system, West Zone NAD83(94).

Eric V. Snyder, PLS 11194  
CFA, Inc.  
1150 Corporate Blvd.  
Reno, NV 89502





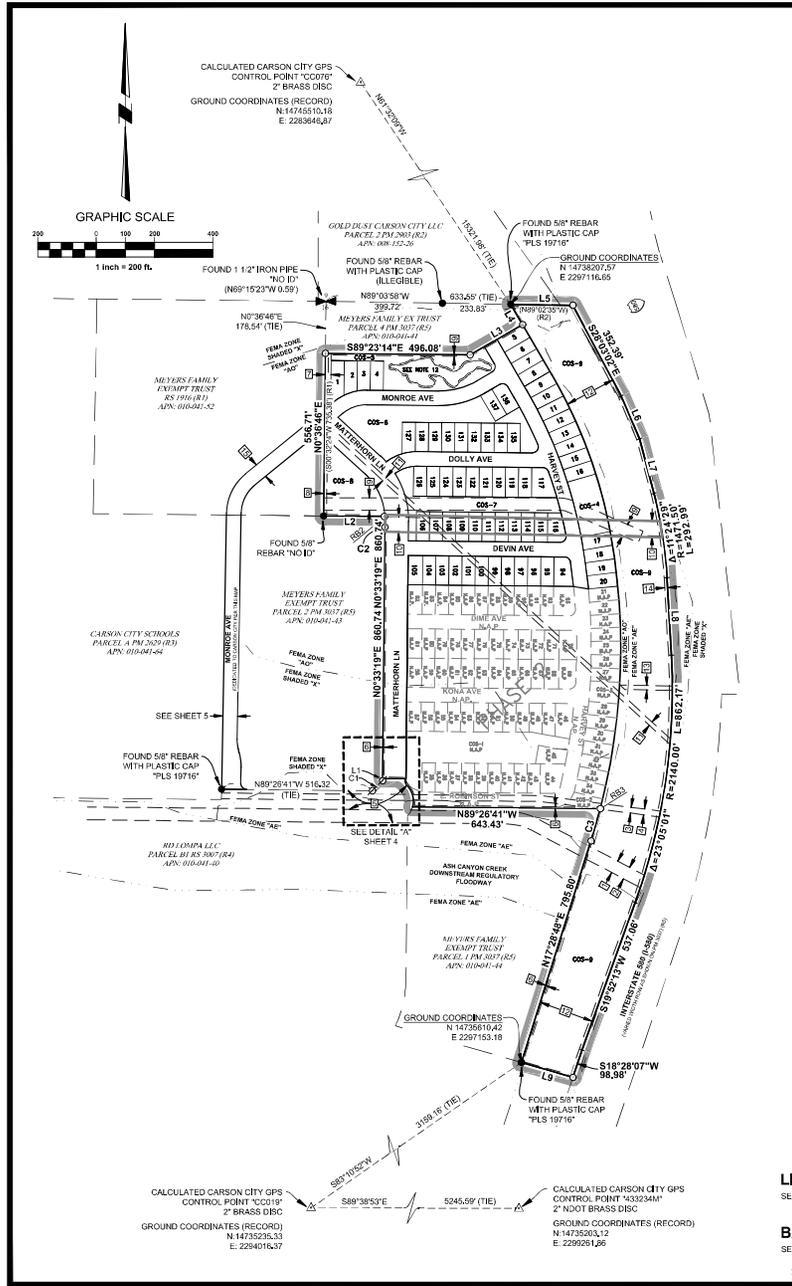
X:\PROJECTS\22025.01\DWG\SURV\EXHB\V-EXHB 50' ACCESS RELINQ.DWG <DEADSON> 7/11/2023 9:41 AM



**EXHIBIT "B"**  
 MAP TO ACCOMPANY A LEGAL DESCRIPTION  
**ABANDONMENT OF ACCESS  
 EASEMENT**  
 LYING WITHIN SECTION 16, T15N, R20E, MDM  
 CARSON CITY NEVADA

**LAND SURVEYORS  
 CIVIL ENGINEERS  
 LAND USE PLANNERS**  
 1150 CORPORATE BOULEVARD  
 RENO, NEVADA 89502  
 775-856-1150 MAIN = CFARENO.COM

SHEET  
 1 / OF 1



**EASEMENT NOTES**

- 41' GRANT OF RECIPROCAL STORM DRAIN, CONSTRUCTION AND MAINTENANCE EASEMENT PER DOCUMENT NO. 474720, RECORDED MAY 09, 2017, OFFICIAL RECORDS OF CARSON CITY, NEVADA.
- 44' CHANNEL EASEMENT AND REIMBURSEMENT AGREEMENT PER DOCUMENT NO. 503238, RECORDED FEBRUARY 11, 2020, OFFICIAL RECORDS OF CARSON CITY, NEVADA.
- 20' WATERLINE EASEMENT AGREEMENT PER DOCUMENT NO. 414956, RECORDED AUGUST 26, 2011, OFFICIAL RECORDS OF CARSON CITY, NEVADA TO BE ABANDONED BY SEPARATE DOCUMENT.
- 20' WATERLINE EASEMENT FOR UTILITY AND INCIDENTAL PURPOSES PER DOCUMENT NO. 415803, RECORDED SEPTEMBER 27, 2011, OFFICIAL RECORDS OF CARSON CITY, NEVADA TO BE ABANDONED BY SEPARATE DOCUMENT.
- TEMPORARY RELOCATABLE PRIVATE ACCESS EASEMENT PER DOCUMENT NO. 528362, RECORDED DECEMBER 17, 2021, OFFICIAL RECORDS OF CARSON CITY, NEVADA.
- 5' PUE PER PM NO. 3037 FOR THE MEYERS FAMILY EXEMPT TRUST, FILE NO. 528981, RECORDED JANUARY 14, 2022, OFFICIAL RECORDS OF CARSON CITY, NEVADA.
- 20' TEMPORARY RELOCATABLE ACCESS EASEMENT PER PM NO. 3037 FOR THE MEYERS FAMILY TRUST, FILE NO. 528981, RECORDED JANUARY 14, 2022, OFFICIAL RECORDS OF CARSON CITY, NEVADA.
- 10' PUE PER PM NO. 975 FOR EVA LOMPA AND THE FIRST INTERSTATE BANK OF NEVADA, FILE NO. 19422, RECORDED JUNE 29, 1983, OFFICIAL RECORDS OF CARSON CITY, NEVADA.
- 42' GRANT OF RECIPROCAL STORM DRAIN, CONSTRUCTION AND MAINTENANCE EASEMENT PER DOCUMENT NO. 474720, RECORDED MAY 09, 2017, OFFICIAL RECORDS OF CARSON CITY, NEVADA.
- 50' ACCESS EASEMENT PER PM NO. 975 FOR EVA LOMPA AND THE FIRST INTERSTATE BANK OF NEVADA, FILE NO. 19422, RECORDED JUNE 29, 1983, OFFICIAL RECORDS OF CARSON CITY, NEVADA TO BE ABANDONED BY SEPARATE DOCUMENT.
- 15' SANITARY SEWER EASEMENT PER DOCUMENT NO. 33702, RECORDED FEBRUARY 27, 1968, OFFICIAL RECORDS OF CARSON CITY, NEVADA TO BE ABANDONED BY SEPARATE DOCUMENT.
- DRAINAGE AND PEDESTRIAN & BICYCLE PATH EASEMENT PER DOCUMENT NO. 353535, RECORDED MAY 10, 2006, OFFICIAL RECORDS OF CARSON CITY, NEVADA.
- UTILITY EASEMENT PER DOCUMENT NO. 353535, RECORDED MAY 10, 2006, OFFICIAL RECORDS OF CARSON CITY, NEVADA.
- 10' PUE PER BIA QUILCRAW DEED DOCUMENT NO. 516791, RECORDED FEBRUARY 19, 2021, OFFICIAL RECORDS OF CARSON CITY, NEVADA.
- TEMPORARY RELOCATABLE ACCESS EASEMENT PER DOCUMENT NO. 528107, RECORDED DECEMBER 17, 2021, OFFICIAL RECORDS OF CARSON CITY, NEVADA TO BE ABANDONED UPON ACCEPTANCE OF THE MONROE AVENUE ROADWAY DEDICATION TO CARSON CITY AS GRANTED PER THIS MAP.

**NOTES**

- TOTAL AREA: 28.62 ACRES (AREA TABULATIONS ON SHEET 2 HEREIN)
- THERE ARE NO WELLS OR SEPTIC TANKS ON THIS SITE.
- ALL LOTS ARE REQUIRED TO HOOK-UP TO CITY WATER AND SEWER SYSTEMS.
- ALL DEVELOPMENT SHALL BE IN ACCORD WITH TENTATIVE MAP SUB-2021-0399 AND ITS ASSOCIATED CONDITIONS OF APPROVAL.
- A BLANKET DRAINAGE, SANITARY SEWER, STORM DRAIN AND LANDSCAPE MAINTENANCE EASEMENT IS HEREBY GRANTED TO CARSON CITY OVER ALL COMMON OPEN SPACES SHOWN HEREON.
- A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED WITHIN EACH LOT FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT LOT AND THE RIGHT TO EXIT THAT LOT WITH SAID UTILITY SERVICE FACILITIES FOR THE PURPOSE OF SERVING OTHER LOTS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD, AT THAT TIME, AND THE UTILITY AND CABLE TV COMPANIES.
- ALL PUBLIC UTILITY EASEMENTS GRANTED HEREON SHALL INCLUDE INSTALLATION AND MAINTENANCE OF CABLE TELEVISION FACILITIES.
- THESE PARCELS ARE SUBJECT TO CARSON CITY'S GROWTH MANAGEMENT ORDINANCE AND ALL PROPERTY OWNERS SHALL COMPLY WITH THE PROVISIONS OF SAID ORDINANCE.
- UPON DEVELOPMENT, ALL LOTS WILL BE REQUIRED TO INSTALL WATER AND SANITARY SEWER LATERALS OF SUFFICIENT SIZE TO SERVE EACH LOT, INCLUDING ANY OVERSIZING REQUIRED PER THE PROVISIONS OF COMC 12.01 AND 12.05.
- RIGHT OF WAY TO BE OFFERED FOR DEDICATION TO CARSON CITY WITH THIS FINAL MAP ARE: MATTERHORN LANE, MONROE AVE, DOLLY AVE, DEVIN AVE AND A PORTION OF HARVEY ST (5.43 ACRES ±). ALL OTHER COMMON OPEN SPACE AREAS SHOWN SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS WITHIN EACH PARCEL AS SHOWN FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.
- WETLANDS TO BE PRESERVED IN PLACE.

**FEMA NOTE**

SUBJECT PROPERTY IS SITUATE WITHIN FEMA FLOOD DESIGNATION'S "ZONE X", "ZONE A0" AND "ZONE AE" AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP'S (FIRM) NUMBER'S:  
 32000100920 - EFFECTIVE DATE: DECEMBER 22, 2016  
 3200010111H - EFFECTIVE DATE: JUNE 20, 2019  
 (THE FLOOD DESIGNATION LINES SHOWN HEREON WERE DOWNLOADED FROM THE FEMA WEBSITE AND APPROXIMATE IN NATURE)

**ZONING**

- CURRENT MASTER PLAN: MFA
- CURRENT ZONING DISTRICT: 130 - VACANT - MULTI-RESIDENTIAL

**SETBACKS**

- FRONT: 15 FEET
- DRIVEWAY: 20 FEET
- SIDE: 5 FEET
- STREET SIDE: 10 FEET
- REAR: 10 FEET

**LINE, CURVE & RADIAL BEARING TABLES**

SEE SHEET 3

**BASIS OF BEARINGS**

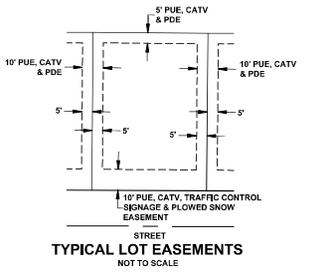
SEE SHEET 3

**LEGEND**

- STANDARD STREET MONUMENT TO BE SET "PLUS 11194"
- DIMENSION POINT, NOTHING FOUND OR SET
- FOUND MONUMENT AS NOTED
- FOUND STANDARD STREET MONUMENT IN WELL
- FOUND 1/4 SECTION CORNER
- GEODETIC CONTROL POINT AS NOTED
- STREET NAME CHANGE
- TYPICAL PROPERTY CORNER - 5/8" REBAR & CAP OR NAIL & WASHER "PLS 11194" AT REAR OF LOT AND EITHER 5/8" REBAR & CAP "PLS 11194" OR NAIL & WASHER AT FRONT LOT CORNER OR CURB SCRIBE ON PROJECTION OF LOT LINE.
- ADJOINER LOT LINES
- CENTERLINE ROADWAY
- EASEMENT LINE
- FEMA LINE
- PROPERTY LINES
- SECTION LINE
- GRAPHIC BORDER
- TIE
- RECORD INFORMATION
- (R1) REFERENCE NUMBER
- RE RADIAL BEARING
- COS COMMON OPEN SPACE
- PM PARCEL MAP
- RS RECORD OF SURVEY
- SF SQUARE FOOT
- APN ASSESSOR PARCEL NUMBER
- PDE PUBLIC DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT-OF-WAY
- CATV CABLE TELEVISION EASEMENT

**AREAS**

AREA NAME	SQ. FT.	ACRES
LOTS 1-20	95,037	2.19
LOTS 9A-137	206,504	4.74
COMMON OPEN SPACE 4-9	708,518	16.27
ROADWAY	311,304	7.14
TOTAL	1,321,363	30.33



FINAL MAP FOR  
**BLACKSTONE RANCH NORTH, PHASE 1**  
 BEING A DIVISION OF PARCEL 3 OF PARCEL MAP NO. 3037  
 SITUATE WITHIN SECTION 16, T19N, R20E, M2M. NEVADA  
 CARSON CITY

CFA, INC.  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 LAND USE PLANNERS  
 180 CORPORATE BOULEVARD • BEAVER HAVEN, NEVADA 89002  
 702-652-7000 FAX: 702-652-7002 • WWW.CFAINC.COM

DRAN BY: DRE  
 CHECKED BY: EVS  
 DATE: MARCH 2023

SHEET 2 OF 5

**From:** [Grajeda, Armando](#)  
**To:** [Deane Easdon](#); [Espino, Armando](#)  
**Subject:** RE: Blackstone Ranch North APN:010-041-42 Application for Abandonment of ROW & Application for Waterline & Sanitary Sewer Easement Abandonment(s) (SUB-2021-0399)  
**Date:** Tuesday, April 25, 2023 5:20:03 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[Scanned from a Xerox Multifunction Printer.pdf](#)

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Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Signed form attached

Thanks,



Armando Grajeda | Construction Supervisor  
775-823-7727 office 775-225-5694 cell  
4930 Energy Way | Reno, NV 89502  
[Armando.Grajeda@charter.com](mailto:Armando.Grajeda@charter.com)

**From:** Deane Easdon <[deasdon@cfareno.com](mailto:deasdon@cfareno.com)>  
**Sent:** Tuesday, April 25, 2023 2:03 PM  
**To:** Grajeda, Armando <[Armando.Grajeda@charter.com](mailto:Armando.Grajeda@charter.com)>; Espino, Armando <[Armando.Espino@charter.com](mailto:Armando.Espino@charter.com)>  
**Subject:** [EXTERNAL] FW: Blackstone Ranch North APN:010-041-42 Application for Abandonment of ROW & Application for Waterline & Sanitary Sewer Easement Abandonment(s) (SUB-2021-0399)

**CAUTION:** The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Please let me know when I can expect this signed document or if you need any additional information to process.

Thanks!

**Deane Easdon, C.S.T.** | Survey Project Manager  
**CFA, Inc.** | Direct: 775-432-6601 | Email: [deasdon@cfareno.com](mailto:deasdon@cfareno.com)  
*Serving Northern Nevada and California Since 1981*

**From:** Deane Easdon <[deasdon@cfareno.com](mailto:deasdon@cfareno.com)>  
**Sent:** Monday, April 17, 2023 8:19 AM  
**To:** Grajeda, Armando <[Armando.Grajeda@charter.com](mailto:Armando.Grajeda@charter.com)>  
**Subject:** FW: Blackstone Ranch North APN:010-041-42 Application for Abandonment of ROW &

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

LOCATED AT: 010-041-42 (ADDRESS N/A)

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

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

A-C Gajeda Anuaido Gajeda Charter 4/25/23  
Signature Print Name Company Date

\_\_\_\_\_  
Signature Print Name Company Date

\_\_\_\_\_  
Signature Print Name Company Date

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

\_\_\_\_\_  
Signature Print Name Company Date

\_\_\_\_\_  
Signature Print Name Company Date

\_\_\_\_\_  
Signature Print Name Company Date

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

\_\_\_\_\_  
Signature Print Name Company Date

\_\_\_\_\_  
Signature Print Name Company Date

\_\_\_\_\_  
Signature Print Name Company Date

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

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

Southwest Gas Corporation  
AT&T Nevada

**From:** [Robinson, Chris \(NV Energy\)](#)  
**To:** [Deane Easdon](#)  
**Subject:** RE: [INTERNET] Blackstone Ranch North APN:010-041-42 Application for Abandonment of ROW & Application for Waterline & Sanitary Sewer Easement Abandonment(s) (SUB-2021-0399) Part 1 of 2  
**Date:** Monday, February 20, 2023 7:16:03 AM  
**Attachments:** [image001.png](#)  
[2-20-23 Signed CC ACCESS EASEMENT ABANDONMENT OVERALL 2 7 23.pdf](#)

---

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NVE shows no structures in the area of abandonment.

**Chris Robinson, P.E.**

**Senior Right of Way Agent**

**(775) 834-4472**

**6100 Neil Road S4B20, Reno, NV 89511**

[christopher.robinson@nvenergy.com](mailto:christopher.robinson@nvenergy.com)



**From:** Deane Easdon <deasdon@cfareno.com>

**Sent:** Tuesday, February 7, 2023 11:06 AM

**To:** Robinson, Chris (NV Energy) <Christopher.Robinson@nvenergy.com>

**Subject:** [INTERNET] Blackstone Ranch North APN:010-041-42 Application for Abandonment of ROW & Application for Waterline & Sanitary Sewer Easement Abandonment(s) (SUB-2021-0399) Part 1 of 2

**THIS MESSAGE IS FROM AN EXTERNAL SENDER.**

Look closely at the **SENDER** address. Do not open **ATTACHMENTS** unless expected. Check for **INDICATORS** of phishing. Hover over **LINKS** before clicking. [Learn to spot a phishing message](#)

Hi Chris,

I am currently working on the Blackstone Ranch North final subdivision plat and part of the Conditions of Approval are that certain abandonments be done by separate abandonment application(s). Carson City requires that all the utilities companies listed on each application sign the Utility Statements. If you could please coordinate the review and signatures needed on the 3 Utility Statements (Access Abandonment, Waterline Abandonment and Sanitary Sewer Abandonment) and return the originals at your earliest convenience I would appreciate it. Feel free to reach out with any questions.

The two applications are attached, and I will forward the subdivision plat in a separate email (too big).

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

LOCATED AT: 010-041-42 (ADDRESS N/A)

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

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

<u>Chris Robinson</u>	Chris Robinson	NV Energy	2/20/2023
Signature	Print Name	Company	Date
_____	_____	_____	_____
Signature	Print Name	Company	Date
_____	_____	_____	_____
Signature	Print Name	Company	Date
_____	_____	_____	_____

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

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

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

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

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

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

Southwest Gas Corporation  
 AT&T Nevada

**From:** [COOPER, CLIFFORD E](#)  
**To:** [Deane Easdon](#)  
**Cc:** [BROOK, SHANNON R](#); [PARNHAM, JASON E](#)  
**Subject:** RE: Blackstone Ranch North APN:010-041-42  
**Date:** Friday, March 10, 2023 8:14:03 AM  
**Attachments:** [UTILITY STATEMENT ABANDONMENT OF PUBLIC ROW-e-signed.pdf](#)  
[CC ACCESS EASEMENT ABANDONMENT OVERALL 2 7 23-e-signed.pdf](#)  
[UTILITY STATEMENT WATER ABANDONMENT-e-signed.pdf](#)  
[UTILITY STATEMENT-SS ABANDONMENT-e-signed.pdf](#)

---

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Deane,

Thanks for the quick response. AT&T does not have any facilities in the subject area. We look forward for the opportunity to serve Blackstone Ranch North in the future.

Cliff

**From:** Deane Easdon <[deasdon@cfareno.com](mailto:deasdon@cfareno.com)>  
**Sent:** Friday, March 10, 2023 7:53 AM  
**To:** COOPER, CLIFFORD E <[cc2132@att.com](mailto:cc2132@att.com)>  
**Subject:** RE: Blackstone Ranch North APN:010-041-42

Cliff,

Electronic should be fine. Please forward with an email stating there are no facilities in the area, and I will attach with my submittal.

Thanks!

**DEANE EASDON, CST**

SURVEY PROJECT MANAGER

**CFA, INC.**

MAIN 775-856-1150 | EXT 128 | DIRECT 775-432-6601 | [CFARENO.COM](http://CFARENO.COM)

**From:** COOPER, CLIFFORD E <[cc2132@att.com](mailto:cc2132@att.com)>  
**Sent:** Friday, March 10, 2023 7:31 AM  
**To:** Deane Easdon <[deasdon@cfareno.com](mailto:deasdon@cfareno.com)>  
**Cc:** BROOK, SHANNON R <[sb2565@att.com](mailto:sb2565@att.com)>  
**Subject:** Blackstone Ranch North APN:010-041-42

Deane,

I spoke with Jason and he couldn't locate the Feb 7 email on this project, hence no response from him back then. I can sign the Utility Statements electronically (if accepted by Carson City) or in ink, if required. Please let me know which format can be used/is needed.

Cliff Cooper  
MGR OSP PLANNING

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

LOCATED AT: 010-041-42 (ADDRESS N/A)

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

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

<p><b>Cliff Cooper</b>  <small>Digitally signed by Cliff Cooper  Date: 2023.03.10 08:09:18 -08'00'</small></p>	<p>Cliff Cooper  Mgr OSP Planning</p>	<p>AT&amp;T Nevada</p>	<p>3/10/2023</p>
_____ Signature	_____ Print Name	_____ Company	_____ Date
_____ Signature	_____ Print Name	_____ Company	_____ Date
_____ Signature	_____ Print Name	_____ Company	_____ Date

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

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

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

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

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

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

**From:** [John Smith](#)  
**To:** [Deane Easdon](#)  
**Subject:** RE: EXTERNAL: Blackstone Ranch North abandonments  
**Date:** Wednesday, March 15, 2023 9:08:35 AM  
**Attachments:** [CC ACCESS EASEMENT ABANDONMENT OVERALL 2 7 23 \(009\).pdf](#)  
[CC ACCESS EASEMENT ABANDONMENT OVERALL 2 7 23 \(009\).pdf](#)  
[tme3 12296 lompa ranch recorded goe.pdf](#)  
[printablemap-properties.pdf](#)

---

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Deane,

I talked with our ROW expert here, and she said we have an easements that cover that gas stub. And that we were good to sign these as they will dedicate easements to us for the future development when that map gets approved. Attached is what you sent me signed as well as what she sent me on the Easement that covers our gas stub. I'm sorry it took so long I wanted to make sure we got it done correctly.

Thank you so much,

John

**From:** Deane Easdon <deasdon@cfareno.com>  
**Sent:** Wednesday, March 1, 2023 9:46 AM  
**To:** John Smith <john.smith@swgas.com>  
**Subject:** EXTERNAL: Blackstone Ranch North abandonments

**[WARNING]** This message originated outside of Southwest Gas. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

John,

I am hoping you can help me with these items. They are both associated with the Blackstone Ranch North Phase 1 (LOMPA) final plats we are working on. Attached is a very preliminary pfd of the map also, but please note I have been asked to break the map out into 2 phases so new maps are coming. Carson City requires each utility sign off on the abandonments we are requesting. Can you please review, sign and return all utility statement documents at your earliest convenience or let me know if you need anything else to process these.

Thanks,

**DEANE EASDON, CST**, SURVEY PROJECT MANAGER

---

**CFA, INC.**  
LAND SURVEYORS

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

LOCATED AT: 010-041-42 (ADDRESS N/A)

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

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

John Smith _____ Signature	<small>Digitally signed by: John Smith DN: CN = John Smith Date: 2023.03.15 08:56:17 -08'00'</small> John Smith _____ Print Name	Southwest Gas _____ Company	3/15/2023 _____ Date
_____ Signature	_____ Print Name	_____ Company	_____ Date
_____ Signature	_____ Print Name	_____ Company	_____ Date
_____ Signature	_____ Print Name	_____ Company	_____ Date

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

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

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

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

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

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

Southwest Gas Corporation  
AT&T Nevada

Doc # 528981  
 Approved by Carson City Clerk  
 on 11/30/2024

**OWNER'S CERTIFICATE:**

THIS IS TO CERTIFY THAT THE UNDERSIGNED THE MYERS FAMILY EXEMPT TRUST UNDER AGREEMENT DATED MARCH 16, 2017 IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT, AND HAS CONSENTED TO THE PREPARATION AND RECORDED OF THIS PLAT, AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTERS 278.010 TO 278.030, INCLUSIVE, AND THAT THE EASEMENTS AS SHOWN HEREON ARE GRANTED.

MYERS FAMILY EXEMPT TRUST  
 UNDER AGREEMENT DATED MARCH 16, 2017

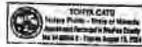
Joshua G. Myers (Trustee)  
 JOSHUA G. MYERS, TRUSTEE

**NOTARY CERTIFICATE:**

STATE OF NEVADA } ss  
 COUNTY OF Washoe

ON THIS 14<sup>th</sup> DAY OF December, 2021 PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE SAID STATE AND COUNTY, JOSHUA G. MYERS AS TRUSTEE OF THE MYERS FAMILY EXEMPT TRUST UNDER AGREEMENT DATED MARCH 16, 2017 PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO EXECUTED THE ABOVE INSTRUMENT FOR THE PURPOSES HEREIN STATED.

WITNES MY HAND AND OFFICIAL SEAL



Joshua G. Myers  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES Aug 15, 2024

**SECURITY INTEREST HOLDER'S CERTIFICATE:**

THIS IS TO CERTIFY THAT THE FOLLOWING HAVE CONSENTED TO THE PREPARATION AND RECORDED OF THE MAP BY SEPARATE DOCUMENT AND THE DEEDICATION OF ALL UTILITY EASEMENTS SHOWN HEREON, AND HEREBY RELINQUISHES AND SUBORDINATES ANY LIENS HELD BY THE UNDERSIGNED IN FAVOR OF SUCH UTILITY EASEMENTS.

THE FOOTHILLS BANK, A DIVISION OF GLACIER BANK BY DOCUMENT NO. 528861 OFFICIAL RECORDS OF CARSON CITY, NEVADA.  
 (REFERENCE DEED OF TRUST DOCUMENT NO. 504216)

**TITLE COMPANY CERTIFICATE:**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT MYERS FAMILY EXEMPT TRUST UNDER AGREEMENT DATED MARCH 16, 2017, OWNS OF RECORD AN INTEREST IN THE LANDS DELINEATED HEREON AND THAT THEY ARE THE ONLY OWNERS OF RECORD OF SAID LANDS THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS EXCEPT AS SHOWN BELOW, THAT THERE ARE NO LIENS OF RECORD AGAINST THE OWNERS FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES COLLECTED AS TAXES FOR SPECIAL ASSESSMENTS EXCEPT A. A. 125 of December 16, 2021

STEWART TITLE COMPANY  
 BY Michelle H. Cimatti DATE: 12-16-2021

Michelle H. Cimatti, Assistant Secretary  
 PRINTED NAME & TITLE

**TREASURER'S CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THIS LAND APN 010-041-19 FOR THE FISCAL YEAR HAVE BEEN PAID

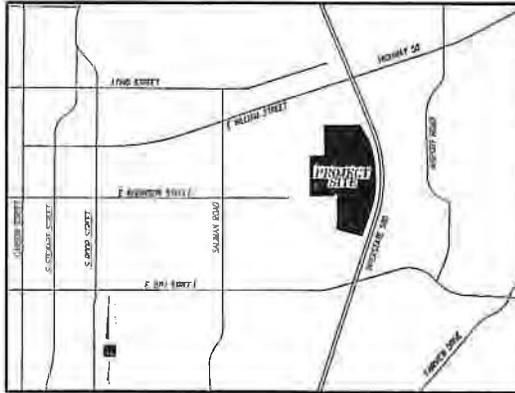
CARSON CITY TREASURER

APN: 010-041-19  
 BY: Heather V. Mandel DATE: 4/15/2022  
 UTILITY TREASURER

**SOUTHWEST GAS CERTIFICATE:**

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS CORPORATION WITHIN EACH PARCEL AS SHOWN FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIST THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

Amanda Mayevski DATE: 11/17/21  
 SOUTHWEST GAS CORPORATION  
 BY: Amanda Mayevski  
 TITLE: Supervisor/Engineering



**VICINITY MAP**  
 NOT TO SCALE

**NOTES:**

- 1) A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIST THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING OTHER PARCELS, AT LOCATIONS INITIALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY. PUBLIC UTILITY EASEMENTS SHALL INCLUDE USE BY CABLE TELEVISION PROVIDERS.
- 2) ALL PARCELS WILL BE REQUIRED TO CONNECT TO CITY WATER AND SEWER SYSTEMS.
- 3) THESE PARCELS ARE SUBJECT TO CARSON CITY'S GROWTH MANAGEMENT ORDINANCE AND ALL PROPERTY OWNERS SHALL COMPLY WITH THE PROVISIONS OF SAID ORDINANCE.
- 4) THE PARCELS SHOWN HEREON ARE WITHIN THE FOLLOWING SPECIAL FLOOD HAZARD AREAS: ZONE AO AND XING AS WELL AS AREAS WITH RISE FLOOD ELEVATIONS OR OTHER THE REGULATORY FLOODWAY FOR ASH CANYON CREEK (DOWNSTREAM AND ZONE X (SHADED) WHICH ARE AREAS OF 5% ANNUAL CHANCE FLOOD HAZARD AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH ELEVATION AREAS OF LESS THAN ONE FOOT AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 2200010111H WITH A MAP REVISED DATE OF JUNE 24, 2019 AND REVISION FOR TYPEN OF MAP REVISION (LDR) CASE NO. 18-08-11829 WITH AN EFFECTIVE DATE OF JUNE 3, 2017. SAID FLOOD AREAS ARE GRAPHICALLY PLOTTED HEREON.
- 5) A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED 10' IN WIDTH CENTERED ON ALL PARCEL LINES CREATED BY THIS MAP.
- 6) PUBLIC UTILITY EASEMENTS SHALL INCLUDE USE BY CABLE TELEVISION.
- 7) THE TEMPORARY RELOCATABLE ACCESS EASEMENT GRANTED HEREON IS FOR THE BENEFIT OF PARCELS # AS SHOWN HEREON. SAID EASEMENT SHALL AUTOMATICALLY TERMINATE UPON RECORDED OF A MAP THAT PROVIDES PUBLIC ACCESS ADJUTING SAID PARCELS. 4
- 8) THERE IS NO EVIDENCE OF ANY WELLS, SEPTIC SYSTEMS, OR STRUCTURES ON THE SUBJECT PROPERTY.

**UTILITY COMPANIES CERTIFICATE:**

THE UTILITY EASEMENT SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED CABLE TV AND UTILITY COMPANIES.

Sierra Pacific Power Company, DBA NV ENERGY DATE: 10/16/2021

Katherine Perkins Masco Rowland  
 PRINT NAME & TITLE

Rockwell Telephone Company, DBA AT&T NEVADA DATE: 12/14/2021

Carrie Conner, Network Planning  
 PRINT NAME & TITLE

Charter Communications DATE: 12/16/2021

Amanda Espino Superior  
 PRINT NAME & TITLE

Carson City Utilities DATE: 1/3/22

Stephen Pettey, P.E., Sr. Project Manager  
 PRINT NAME & TITLE

**PARCEL MAP REVIEW COMMITTEE:**

THIS PARCEL MAP CONFORMS TO THE TENTATIVE PARCEL MAP (PM-2021-0372) REVIEWED AND APPROVED ON OCTOBER 28, 2021 AND ALL CONDITIONS IMPOSED ON SUCH APPROVAL HAVE BEEN SATISFIED.

Hope Sullivan DATE: 1-14-22  
 APPROVED BY: CARSON CITY COMMUNITY DEVELOPMENT DEPARTMENT  
 HOPE SULLIVAN, ACP, COMMUNITY DEVELOPMENT DIRECTOR

**CITY ENGINEER APPROVAL:**

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

Randall Rice DATE: 1-4-22  
 RANDALL RICE, P.E., CARSON CITY ENGINEER

**SURVEYOR'S CERTIFICATE**

- 1, DANIEL A. BISHOP, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:
1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF MYERS FAMILY EXEMPT TRUST UNDER AGREEMENT DATED MARCH 16, 2017.
2. THE LANDS SURVEYED LIE WITHIN A PORTION OF SECTION 18, 115W, R20E, N04M, AND THE SURVEY WAS COMPLETED ON NOVEMBER 19, 2021.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

Daniel A. Bishop, P.L.S.  
 DANIEL A. BISHOP, P.L.S.  
 NEVADA CERTIFICATE NO. 19718  
 11/30/2021

**RECORDER'S CERTIFICATE:**

FILED FOR RECORD AT THE REQUEST OF Myers Family Trust ON  
 THIS 14 DAY OF January, 2022 AT 50 MIDDLET  
 PAST 2 O'CLOCK PM IN THE OFFICIAL RECORDS OF CARSON CITY, NEVADA.  
 RECORDING FEE: 45.00  
 FILE NO. 528981  
 BY: Yvonne Drake  
 REC'D

PM-2021-0410  
 PARCEL MAP FOR  
 THE MYERS FAMILY EXEMPT TRUST

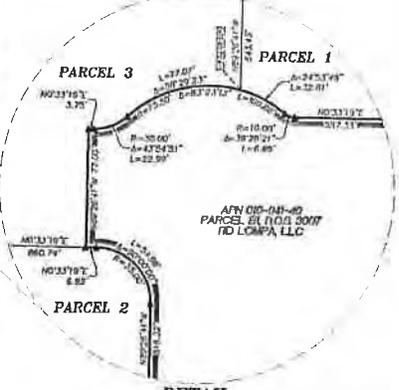
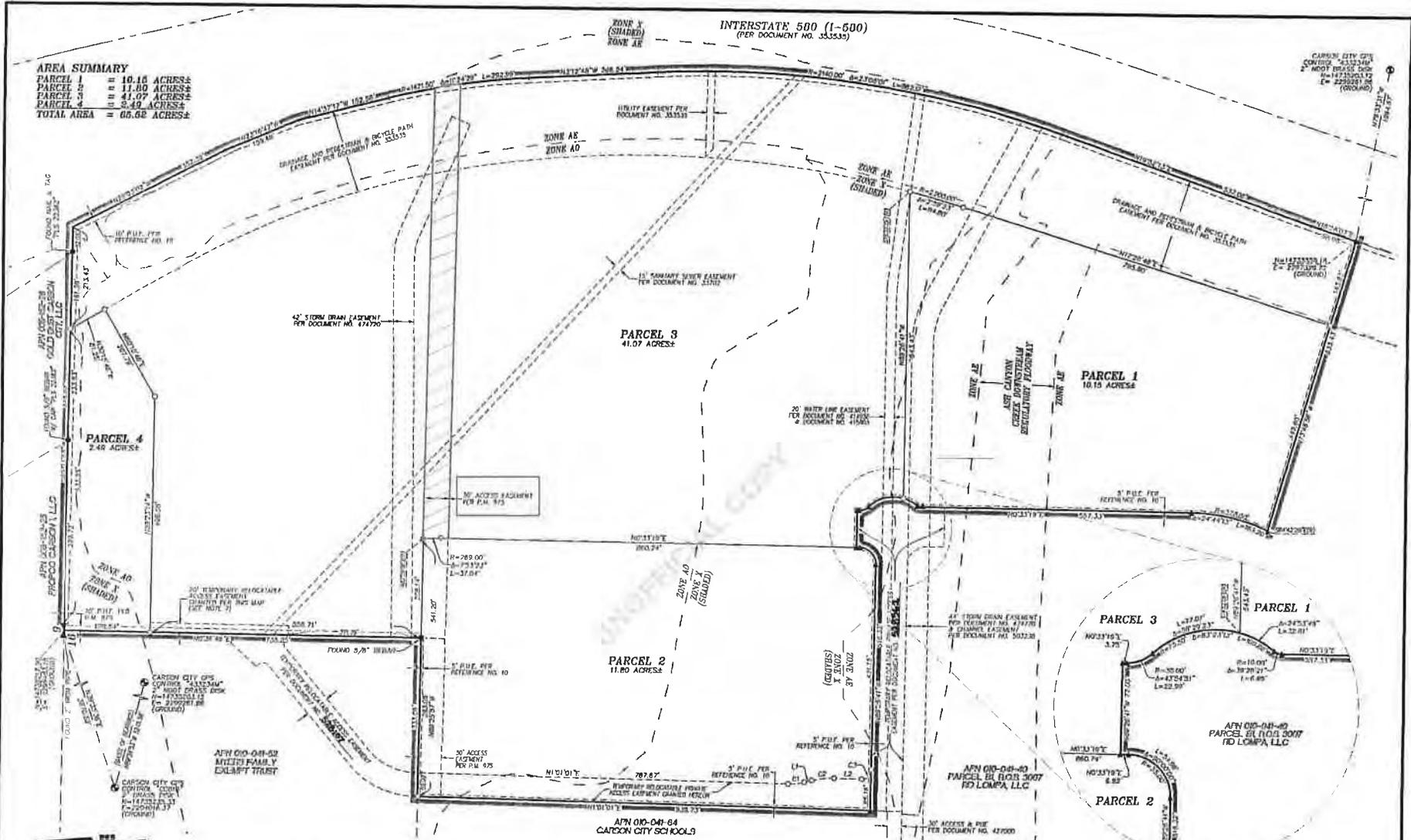
BRING A DIVISION OF PARCEL 111 PER  
 DOCUMENT NO. 516791 AND SHOWN ON  
 RECORD OF SURVEY FILE NO. 516798, R.O.S. 3007  
 SITUATE WITHIN SECTION 18,  
 TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M.  
 CARSON CITY  
 NEVADA

**CHRISTY CORPORATION**  
 1000 Mary Perry | Truckee, Nevada 89402  
 775.302.8523 | christy.com

SHEET	1
OF	2

INTERSTATE 500 (I-500)  
(PER DOCUMENT NO. 333333)

**AREA SUMMARY**  
 PARCEL 1 = 10.16 ACRES±  
 PARCEL 2 = 11.80 ACRES±  
 PARCEL 3 = 41.07 ACRES±  
 PARCEL 4 = 2.48 ACRES±  
 TOTAL AREA = 65.62 ACRES±



**DETAIL**  
SCALE 1" = 40'

**BASIS OF BEARINGS:**  
 NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/1984, HIGH ACCURACY REFERENCE NETWORK (NAD 83) - NAD 83, AS DEFINED BY LEGAL TIME VARIATION (TV) GPS OBSERVATIONS WITH CORRECTIONS TRANSMITTED BY THE NEVADA GPS NETWORK (NAD 83). THE BEARING BETWEEN CARSON CITY GPS REFERENCE STATION "433231M" AND "30019" IS TAKEN AS NORTH 89°35'11" WEST. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES. CORRECTED GROUND TO SLOPE FACTOR = 1.0000

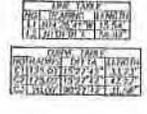
**REFERENCES**

- 1) RECORD OF SURVEY NO. 144, FILE NO. 43772, 8/23/1981.
- 2) PARCEL MAP NO. 545, FILE NO. 88746, 2/21/1977.
- 3) PARCEL MAP NO. 576, FILE NO. 82033, 8/21/1976.
- 4) PARCEL MAP NO. 574, FILE NO. 19350, 8/27/1983.
- 5) PARCEL MAP NO. 575, FILE NO. 19422, 8/29/1983.
- 6) RECORD OF SURVEY NO. 1983, FILE NO. 13390, 7/23/1992.
- 7) DOCUMENT NO. 333333, 4/16/2008.
- 8) RECORD OF SURVEY NO. 2746, FILE NO. 403433, 8/11/2010.
- 9) RECORD OF SURVEY NO. 2781, FILE NO. 427133, 10/12/2012.
- 10) IRLA QUETZALIN DATED DOCUMENT NO. 21879, 2/14/2013.
- 11) RECORD OF SURVEY NO. 3007, FILE NO. 519782, 2/18/2021.

ALL ABOVE IN THE OFFICIAL RECORDS OF CARSON CITY, NEVADA.

**LEGEND**

- FOUND 5/8" REBAR & TAG "LS 1350"
- ▲ FOUND 3/8" REBAR W/ CAP "ALS 10710"
- ▲ DIRECTION POINT-NOTHING FOUND OR SET
- ◻ 1/4 SECTION CORNER
- CARSON CITY GPS CONTROL POINT
- SET 5/8" REBAR W/ CAP OR NAIL AND TAG "ALS 19716"
- P.U.C. PUBLIC UTILITY EASEMENT
- R.O.S. RECORD OF SURVEY
- P.M. PARCEL MAP
- (N) RADIAL BEARING
- PROJECT BOUNDARY
- GRAPHIC BOUNDARY
- PARCEL LINE
- ADJACENT PARCEL
- ADJACENT RIGHT OF WAY
- EASEMENT
- 
- FEMA FLOOD ZONE BOUNDARIES



DANIEL A. BIRNBOIM  
 11/30/2021

PM-2001-0110  
 PARCEL MAP FOR  
**THE MYERS FAMILY EXEMPT TRUST**  
 BEING A DIVISION OF PARCEL 111 PER  
 RECORD OF SURVEY FILE NO. 510701 AND SHOWN ON  
 RECORD OF SURVEY FILE NO. 510792, R.O.S. 3007  
 SITUATE WITHIN SECTION 10,  
 TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M.  
 CARSON CITY, NEVADA

**CHRISTY CORPORATION**  
 1000 Valley View | Sparks | Nevada | 89434  
 775.302.6552 | christy.com

SHEET	2
OF	2

3037-A



FROM: Stewart Title Company  
540 W Plumb Ln, Ste 100  
Reno, NV 89509

TO: AMH NV17 Development, LLC, a Delaware limited  
liability company  
23975 Park Sorrento, Suite 300  
Calabasas, CA 91302



**ALTA OWNER'S POLICY OF TITLE INSURANCE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Authorized Countersignature  
Stewart Title Company  
540 W Plumb Ln, Ste 100  
Reno, NV 89509



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit [www.stewart.com](http://www.stewart.com). To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

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File No. 1639679

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Policy Serial No.: O-9301-5238041

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9. Title being vested other than as stated in Schedule A or being defective
- as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - to be timely, or
    - to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - the occupancy, use, or enjoyment of the Land;
  - the character, dimensions, or location of any improvement erected on the Land;
  - the subdivision of land; or
  - environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
  - created, suffered, assumed, or agreed to by the Insured Claimant;
  - not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - resulting in no loss or damage to the Insured Claimant;
  - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - a fraudulent conveyance or fraudulent transfer; or
  - a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

#### CONDITIONS

##### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- "Insured": The Insured named in Schedule A.
  - the term "Insured" also includes
    - successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - successors to an Insured by its conversion to another kind of Entity;
    - a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - if the grantee wholly owns the named Insured,
      - if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named insured are both wholly-owned by the same person or Entity, or
      - if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- "Insured Claimant": An Insured claiming loss or damage.
- "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

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- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

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- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
 Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is

\$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

**ALTA OWNERS POLICY  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Name and Address of Title Insurance Company:**

Stewart Title Guaranty Company  
P.O. Box 2029  
Houston, TX 77252-2029

**File No.:** 1639679

**Policy No.:** O-9301-5238041

**Address Reference:** Parcel 3 of Parcel Map No. 3037, Carson City, NV 89701

**Amount of Insurance:** \$8,975,862.00

**Premium:** \$10,332.40

**Date of Policy:** April 19, 2022 at 4:05PM

1. Name of Insured:

AMH NV17 Development, LLC, a Delaware limited liability company

2. The estate or interest in the Land that is insured by this policy is:

FEE

3. Title is vested in:

AMH NV17 Development, LLC, a Delaware limited liability company

4. The Land referred to in this policy is described as follows:

See Exhibit "A" Attached Hereto

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File No. 1639679

ALTA Owner's Policy 6-17-06

Policy Serial No.: O-9301-5238041

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**ALTA OWNERS POLICY  
EXHIBIT "A"  
LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 1639679

**Policy No.:** O-9301-5238041

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

Parcel 3, of Parcel Map No. 3037, for The Myers Family Exempt Trust, according to the map thereof, filed in the office of the County Recorder of Carson City, State of Nevada, on January 14, 2022, as File No. 528981.

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# ALTA OWNERS POLICY SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 1639679

Policy No.: O-9301-5238041

## EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records, proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. (a) unpatented mining claims, (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. State, County and City Taxes for the fiscal period 2021 to 2022, a lien now due and payable in the total amount of \$133.91, are Paid in Full  
  
PARCEL NO.: 010-041-39 (prior Parcel No.) TAX DISTRICT: 024
5. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes. (None Due at Date of Policy)
6. Any deferred taxes, interest and penalties, which may become due upon the conversion of said land from Agricultural or Open Space to any higher use.
7. Any additional liens for water or sewer service charges which may be levied by reason of said premises being within the Carson City Utilities District. (None Due at Date of Policy)
8. Any liens for delinquent garbage fees if it can be determined that the same has attached to said premises pursuant to NRS Section 444.520. (None Due at Date of Policy)
9. Water rights, claims or title to water, whether or not recorded.
10. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
11. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes, for electrical power line, recorded December 12, 1952, in Book 59 of Powers, Plats and Miscellaneous, Page 514 as Document No. 4314

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File No. 1639679

ALTA Owner's Policy 6-17-06

Policy Serial No.: O-9301-5238041

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AMERICAN  
LAND TITLE  
ASSOCIATION



## ALTA OWNERS POLICY SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

12. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes, for sewer line, recorded February 27, 1968, in Book 73, Page 312 as Document No. 33702 of Official Records.
13. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates and any other matters as provided for or delineated on the following maps:  
  
Record of Survey No. 144, recorded August 25, 1961 as File No. 42272.  
Parcel Map No. 546, recorded February 3, 1977 as File No. 68249.  
Parcel Map No. 678, recorded August 31, 1978 as File No. 82033.  
Parcel Map No. 974, recorded June 27, 1983 as File No. 19350.  
Parcel Map No. 975, recorded June 29, 1983 as File No. 19422.  
Record of Survey No. 1960, recorded July 23, 1992 as File No. 135591.  
Record of Survey No. 2781 recorded October 12, 2012 as File No. 427133.  
Record of Survey No. 3007 recorded February 19, 2021 as File No. 516792
14. Terms, conditions and matters as contained in that certain instrument entitled "Stipulation and Order for Occupancy", by and between the State of Nevada, on relation of its Department of Transportation and Eva Lompa, et al, recorded March 18, 2003 as Document No. 294121 of Official Records.
15. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes, for drainage facilities, utility facilities, pedestrian and bicycle path, highway construction, drainage and utility construction, recorded May 10, 2006 as Document No. 353535, of Official Records.
16. Abutter's rights of ingress and egress to or from U.S. 395 (I-580) have been relinquished in the Final Order of Condemnation recorded May 10, 2006 as Document No. 353535 of Official Records
17. Terms, conditions and easements as contained in that certain instrument entitled 'Agreement' recorded August 26, 2011 as Document No. 414956 of Official Records
18. An non-exclusive easement for water line and incidental purposes as granted in that certain Water Line Easement Deed recorded September 27, 2011 as Document No. 415803 of Official Records.
19. Ordinance No. 2016-6 to change zoning as contained in an instrument recorded April 21, 2018 as Document No. 463802 of Official Records.
20. Terms, conditions and easements as contained in that certain 'Grant of Reciprocal Storm Drain, Construction and Maintenance Easements' recorded May 9, 2017 as Document No. 474720 of Official Records.
21. Terms and conditions of a Development Agreement for Lompa Ranch North Specific Plan as contained in Ordinance No. 2017-25 recorded May 24, 2018 as Document No. 485378 of Official Records
22. Terms, Conditions and Easements as set forth in that certain Temporary Sewer Line Construction Access Agreement recorded February 11, 2020 as Document No. 503237 of Official Records.
23. Intentionally deleted

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ALTA Owner's Policy 6-17-06

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**ALTA OWNERS POLICY  
SCHEDULE B**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

24. Terms, conditions, easements and relinquishment of easements as contained in that certain Boundary Line Adjustment Quitclaim Deed recorded February 19, 2021 as Document No. 516791, of Official Records
25. Additional matters as shown on that certain ALTA/NSPS Survey prepared by US Geomatics dated July 29, 2021 as Project No. 288-08-21, as follows:  
  
None
26. The terms and conditions as contained in that certain Restrictive Covenant by and between the Myers Family Exempt Trust (Developer) and the Consolidated Municipality of Carson City, Nevada, an independent Nevada municipal corporation (the City), recorded June 24, 2021 as Document No. 521828, of Official Records.
27. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled "Easement Agreement" for a temporary relocatable non-exclusive easement for access, ingress and egress, recorded December 27, 2021, as Document No. 528362, of Official Records.
28. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. 3037, filed in the office of the County Recorder of Carson City County, State of Nevada, on January 14, 2022, as Document No. 528981
29. Rights of parties in possession.
30. Development and Infrastructure Improvement Agreement, by AMH NV17 Development, a Delaware limited liability company to Josh Myers, Trustee of The Myers Family Exempt Trust u/d/t March 16, 2017, recorded on April 19, 2022 as Document No. 531752, Official Records of Carson City County, Nevada.

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File No. 1639679

ALTA Owner's Policy 6-17-06

Policy Serial No.: O-9301-5238041

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## Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data	Physical location or movements.	YES
H. Sensory data	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** Privacyrequest@stewart.com

**Postal Address:** Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056



**ALTA ENDORSEMENT 25-06 (SAME AS SURVEY)  
ATTACHED TO POLICY NUMBER O-9301-5238041**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 1639679

Charge: \$100.00

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by US Geomatics dated April 18, 2022, and designated Job No.288-08-21.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 19, 2022

Authorized Countersignature  
Stewart Title Company  
540 W Plumb Ln, Ste 100  
Reno, NV 89509



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary





**ALTA ENDORSEMENT 41.1-06 (WATER-IMPROVEMENTS)**

**ATTACHED TO POLICY NUMBER O-9301-5238041**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 1639679

**Charge:** \$100.00

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; or
  - b. negligence by a person or an Entity exercising a right to extract or develop water; or
  - c. the exercise of the rights described in NONE.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 19, 2022

Authorized Countersignature  
Stewart Title Company  
540 W Plumb Ln, Ste 100  
Reno, NV 89509



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary



**GENERAL ENDORSEMENT  
ATTACHED TO POLICY NUMBER O-9301-5238041**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 1639679

**Charge:** \$100.00

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

The Company hereby insures the Insured against loss or damage, by reason of the exercise of the reservations contained in the Patents to said land contained in Schedule A, as long as the Insureds' use of the land does not interfere with the rights of ways for canals and ditches.

The total liability of the Company under this policy and any endorsements therein shall, not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations hereof to pay.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Authorized Countersignature  
Stewart Title Company  
540 W Plumb Ln, Ste 100  
Reno, NV 89509



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary



**ALTA ENDORSEMENT 9.1-06 (COVENANTS, CONDITIONS AND RESTRICTIONS-UNIMPROVED LAND-OWNER'S POLICY)**

**ATTACHED TO POLICY NUMBER O-9301-5238041**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 1639679

**Charge:** \$0.00

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation, or
  - b. notice of the violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.b., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 19, 2022

Authorized Countersignature  
Stewart Title Company  
540 W Plumb Ln, Ste 100  
Reno, NV 89509



**Frederick H. Eppinger**  
President and CEO

**David Hisey**  
Secretary



**ALTA ENDORSEMENT 8.2-06 (COMMERCIAL ENVIRONMENTAL PROTECTION LIEN)  
ATTACHED TO POLICY NUMBER O-9301-5238041**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 1639679

Charge: \$100.00

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 19, 2022

Authorized Countersignature  
Stewart Title Company  
540 W Plumb Ln, Ste 100  
Reno, NV 89509



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary





**ALTA ENDORSEMENT 35.1-06 (MINERALS AND OTHER SUBSURFACE SUBSTANCES-IMPROVEMENTS)**

**ATTACHED TO POLICY NUMBER O-9301-5238041**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 1639679

**Charge:** \$100.00

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) resulting from:
  - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; or
  - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances; or
  - c. the exercise of the rights described in NONE..

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 19, 2022

Authorized Countersignature  
Stewart Title Company  
540 W Plumb Ln, Ste 100  
Reno, NV 89509



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary





**ALTA ENDORSEMENT 28-06 (EASEMENT-DAMAGE OR ENFORCED REMOVAL)  
ATTACHED TO POLICY NUMBER O-9301-5238041**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 1639679

Charge: \$100.00

The Company insures against loss or damage sustained by the Insured if the exercise of the granted or reserved rights to use or maintain the easement(s) referred to in Exception(s) 6, 7, 10, 12, 13 and 15 of Schedule B results in:

- (1) damage to an existing building located on the Land, or
- (2) enforced removal or alteration of an existing building located on the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 19, 2022

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President and CEO

David Hisey  
Secretary





**ALTA ENDORSEMENT 26-06 (SUBDIVISION)  
ATTACHED TO POLICY NUMBER O-9301-5238041**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 1639679

Charge: \$100.00

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 19, 2022

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President and CEO

David Hisey  
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**ALTA ENDORSEMENT 18-06 (SINGLE TAX PARCEL)  
ATTACHED TO POLICY NUMBER O-9301-5238041**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 1639679

**Charge:** \$0.00

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

010-041-42

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 19, 2022

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Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary





**ALTA ENDORSEMENT 17.1-06 (INDIRECT ACCESS AND ENTRY)  
ATTACHED TO POLICY NUMBER O-9301-5238041**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 1639679

**Charge:** \$50.00

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the easement identified as a 50' access easement on that certain Parcel Map No. 975 recorded June 29, 1983 (the "Easement) does not provide that portion of the Land identified as Parcel 3 of Parcel Map No. 3037 recorded January 14, 2022, described in Schedule A, access to and from East Robinson Street (the "Street), however, no roadway improvements currently exist within the easement, (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Easement.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 19, 2022

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