



Planning Commission Staff Report

Meeting Date: December 5, 2017

Agenda Item: 9B

STAFF REPORT CASE NUMBER: WAB17-0005 (Ketchikan Court)

BRIEF SUMMARY OF REQUEST: To approve an abandonment of the entire length of Ketchikan Court, consisting of ±37,598 square feet of unimproved access easement from Butch Cassidy Drive to the terminus of Ketchikan Court.

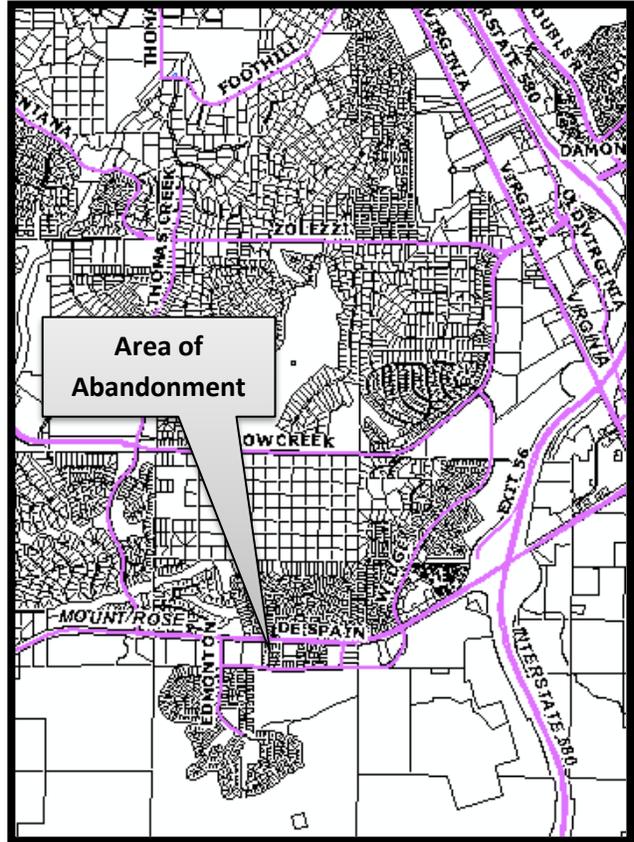
STAFF PLANNER: Planner's Name: Julee Olander
 Phone Number: 775.328.3627
 E-mail: jolander@washoecounty.us

APPLICANT: Ethos Three Architecture
 PROPERTY OWNER: Ladera Crossing, LLC

CASE DESCRIPTION

For possible action, hearing, and discussion by the Washoe County Planning Commission to approve an abandonment of the entire length of Ketchikan Court, consisting of ±37,598 square feet of unimproved access easement from Butch Cassidy Drive to the terminus of Ketchikan Court.

- ◆ Applicant: Ethos Three Architecture
- ◆ Owner: Ladera Crossing, LLC
- ◆ Location: Ketchikan Court
- ◆ APN: 144-232-11
- ◆ Parcel Size: ±37,598 square feet
- ◆ Master Plan: Suburban Residential (SR)
- ◆ Regulatory Zone: Medium Density Suburban (MDS)
- ◆ Area Plan: Southwest Truckee Meadows
- ◆ CAB: South Truckee Meadows Washoe Valley
- ◆ Development Code: Authorized in Article 806, Vacations and Abandonments of Easements or Streets
- ◆ Comm. District: 2 – Commissioner Lucey
- ◆ Sec/Town/Range: Section S1/2 of 30 & NE ¼ of 31, T18N, R20E, MDM, Washoe County, NV



STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

POSSIBLE MOTION

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Washoe County Planning Commission approve, with the conditions included as Exhibit A to this matter, Abandonment Case Number WAB17-00005 for Ethos Three Architecture, having made all three findings in accordance with Washoe County Code Section 110.806.20.

(Motion with Findings on Page 8)

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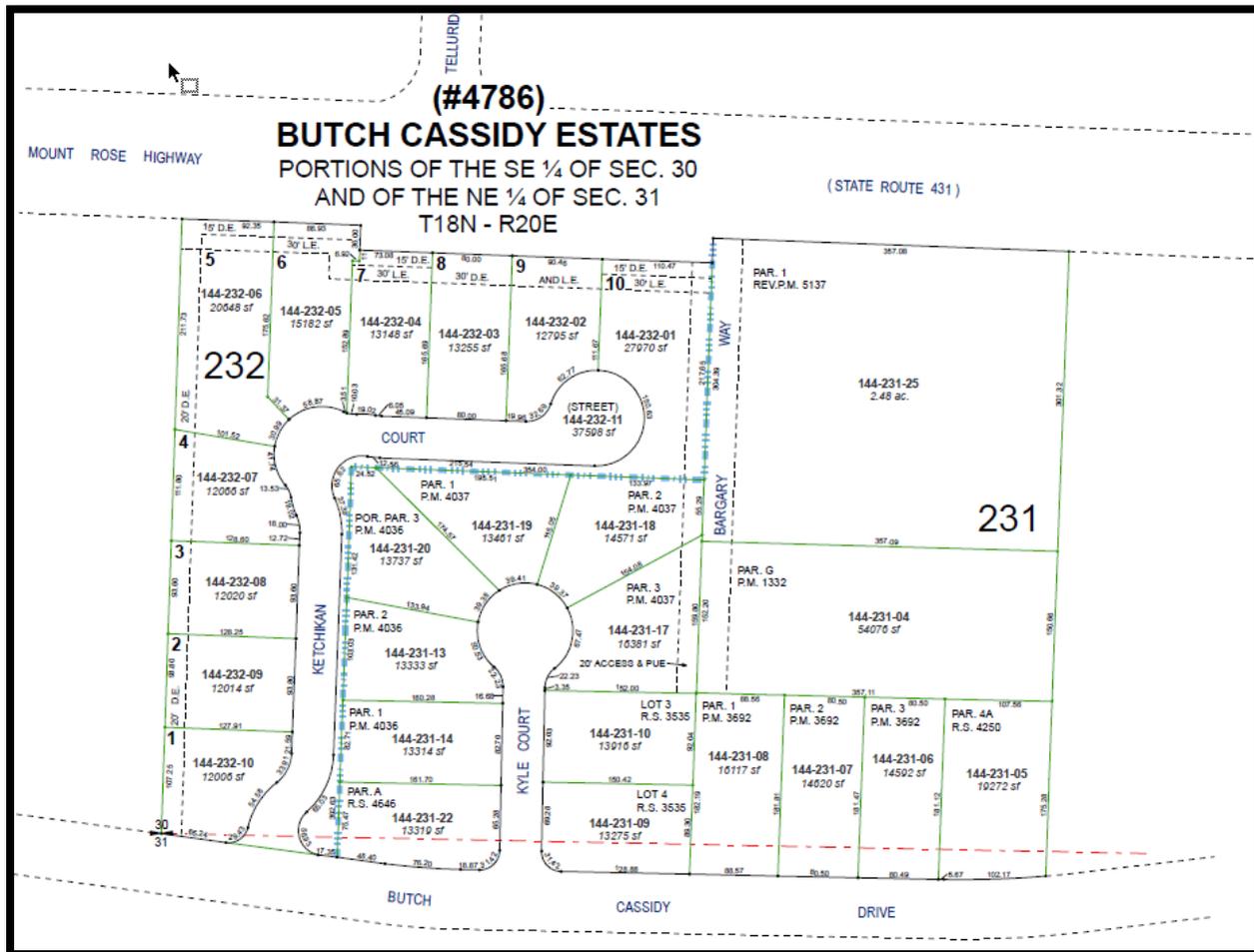
Project Application..... Exhibit D



Site Plan

Project Evaluation

The applicant is seeking to abandon Ketchikan Court, consisting of ±37,598 square feet of unimproved access easement from Butch Cassidy Drive to the terminus of Ketchikan Court. The street was dedicated in 2014, per Tract Map No. 4786 as part of the Butch Cassidy Estates subdivision. However, the street was not accepted by the County and has remained undeveloped. There were ten single family lots that front and access Ketchikan Court that have also remained undeveloped.



Approved Butch Cassidy Estates subdivision map

The parcel to be abandoned is vacant, as are the parcels to the north and west. The parcel and the surrounding parcels have the regulatory zone of Medium Density Suburban (MDS). On Kyle Court, east of the proposed abandonment, some single family homes have been built, while other lots are still vacant. Galena High School is located to the south, across Butch Cassidy Drive and has a regulatory zone of Public and Semi-Public Facilities (PSP). Mount Rose Highway is north of the proposed abandonment. The right-of-way to be abandoned has not been developed and the abandonment will not impact or affect the neighboring properties.



Looking north at the proposed abandonment area



Looking west at the proposed abandonment area



Looking east at the proposed abandonment area

The intent of the proposed request is to combine the abandoned right-of-way (Ketchikan Court) and the 10 undeveloped single family lots with a portion of the adjacent parcel to the west (APN: 049-402-09) and create a new 5.50 acre parcel for the purpose of constructing a new public charter school. A reversion of acreage permit WREVA17-0002 and a boundary line adjustment (BLA) permit WBLA17-0017 have been submitted and are under review to combine the 10 single family lots, the area under the current access easement and a portion of the existing 6.77 acre parcel to the west in order to create two new parcels that include a new 5.60 acre property to the west and a new 5.5 acre parcel to the east. A K-8th grade public charter school is planned to be constructed on the 5.50 acre parcel and there are no current plans for the 5.60 acre parcel to the west.



New proposed parcels

County Code and Policy Regarding Easements

Washoe County Code (WCC) Section 110.806.15(d) states that if “the Planning Commission is satisfied that the public will not be materially injured by the proposed vacation, it shall order the street or easement vacated.” WCC Section 110.806.70 also states, in part, that “the Planning Commission or Board may reserve and except therefrom any easements, rights, or interests therein which it deems desirable for the use of the County or any public utility.” To the extent other property owners nearby or other entities might have any ownership interests in these easements, the County’s action to abandon or not abandon would not affect those interests. In turn, the property owners applying for the abandonment would be responsible for utilizing whatever legal mechanisms are necessary to address those interests on their own. In order to recommend approval of abandonment, WCC Section 110.806.20 requires that the Planning Commission make three findings, (see the section on *Staff Comments on Required Findings*) including that such abandonment would not result in material injury to the public.

South Truckee Meadows/Washoe Valley Citizen Advisory Board (STMWV CAB)

Abandonment applications are not required by Washoe County Code to be presented at a Citizen Advisory Board meeting.

Reviewing Agencies

The following agencies received a copy of the project application for review and evaluation.

- Washoe County Community Services Department
 - Planning and Building Division
 - Planning and Building Division – Parks and Open Spaces
 - Engineering and Capital Projects – Land Development
 - Engineering and Capital Projects – Utilities
 - Parks and Open Spaces
- Washoe County Health District
- Truckee Meadows Fire Protection District
- Regional Transportation Commission
- Washoe Storey Conservation District
- Washoe County Air Quality Division
- State of Nevada Department of Transportation

Four out of the 10 above listed agencies/departments provided comments and/or recommended conditions of approval in response to their evaluation of the project application. A **summary** of each agency’s comments and/or recommended conditions of approval and their contact information is provided. The Conditions of Approval document is attached to this staff report and will be included with the Action Order.

- Washoe County Planning and Building provided a condition regarding substantial conformance.

Contact: Julee Olander, 775.328-3627, jolander@washoecounty.us

- Washoe County Engineering and Capital Projects, Land Development recommended approval with conditions that the applicant submit acceptable legal descriptions and related to

abandonment of the utility portions of the easements, including their relocation and potential relinquishment by affected public utilities.

Contact: Leo Vesely, 775.328.2313, ivesely@washoecounty.us

Staff Comment on Required Findings

WCC Section 110.806.20 and NRS 278.480(3) require that all of the following findings be made to the satisfaction of the Washoe County Planning Commission before granting approval of the abandonment request. Staff has completed an analysis of the application and has determined that the proposal is in compliance with the required findings as follows.

WCC Section 110.806.20 Required Findings

1. **Master Plan.** The abandonment or vacation is consistent with the policies, action programs, standards and maps of the Master Plan and the Southwest Truckee Meadows Area Plan.

Staff Comments: The proposed abandonment does not affect any policies, action programs, standards or maps of either the Master Plan or the Southwest Truckee Meadows Area Plan.

2. **No Detriment.** The abandonment or vacation does not result in a material injury to the public.

Staff Comments: Ketchikan Court has not been developed or dedicated as a roadway and the proposed abandonment will not result in a material injury to the public.

3. **Existing Easements.** Existing public utility easements in the area to be abandoned or vacated can be reasonably relocated to provide similar or enhanced service.

Staff Comments: Ketchikan Court has not been developed and no utility easements in the area will be impacted by this abandonment.

Recommendation

Those agencies which reviewed the application recommended conditions in support of approval of the project, or provided no comments. Therefore, after a thorough analysis and review, Abandonment Case Number WAB17-0005 is being recommended for approval with conditions. Staff offers the following motion for the Commission's consideration.

Motion

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Washoe County Planning Commission approve, with the conditions included as Exhibit A to this matter, Abandonment Case Number WAB17-0005 for Ethos Three Architecture, having made all three findings in accordance with Washoe County Code Section 110.806.20:

1. **Master Plan.** The abandonment or vacation is consistent with the policies, action programs, standards and maps of the Master Plan and the Southwest Truckee Meadows Area Plan; and
2. **No Detriment.** The abandonment or vacation does not result in a material injury to the public; and
3. **Existing Easements.** Existing public utility easements in the area to be abandoned or vacated can be reasonably relocated to provide similar or enhanced service.

Appeal Process

Planning Commission action will be effective 10 calendar days after the written decision is filed with the Secretary to the Planning Commission and mailed to the applicant, unless the action is appealed to the Washoe County Board of County Commissioners, in which case the outcome of the appeal shall be determined by the Washoe County Board of County Commissioners. Any appeal must be filed in writing with the Planning and Building Division within 10 calendar days after the written decision is filed with the Secretary to the Planning Commission and mailed to the applicant.

xc: Applicant: Ethos Three Architecture, 8965 South Eastern, Suite 220, Las Vegas, NV 89123

Owner: Ladera Crossing, LLC, 6614 Gebser Ct., Reno, NV 89511



Conditions of Approval

Abandonment Case Number: WAB17-0005

The project approved under Abandonment Case Number WAB17-0005 shall be carried out in accordance with the Conditions of Approval granted by the Planning Commission on December 5, 2017. Conditions of Approval are requirements placed on a permit or development by each reviewing agency. These Conditions of Approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable Codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property. Furthermore, to the extent that Washoe County does not own the easements in question, it cannot abandon them. Therefore, this request is in effect a “quitclaim” by the County of whatever interest it might have in the easements in favor of the owners who applied for the abandonment. Nothing in this abandonment should be construed as an assertion by the County of ownership over the easements in question. To the extent other property owners nearby or other entities might have any ownership interests in these easements, this abandonment does not affect those interests and the property owners associated with this abandonment are responsible for utilizing whatever legal mechanisms are necessary to address those interests on their own.

Unless otherwise specified, all conditions related to the approval of this Abandonment shall be met prior to recordation of the Resolution and Order of Abandonment. Prior to recordation of the Resolution and Order of Abandonment, each agency shall determine when compliance of their specific conditions is met by the applicant as set forth in the Conditions of Approval. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Community Services Department – Planning and Building Division.

Compliance with the conditions of approval related to this Abandonment is the responsibility of the applicant, his/her successor in interest, and all owners, assignees, and occupants of the property and their successors in interest. All conditions of approval must be met prior to the Engineering and Capital Projects Division recording the required Resolution and Order of Abandonment.

For the purpose of conditions imposed by Washoe County, “may” is permissive and “shall” or “must” is mandatory.

- All conditions of approval are required to be completed before the Abandonment can be recorded and finalized.
- The abandonment will be effective after the approval of a Resolution and Order of Abandonment by the Engineering and Capital Projects and after the recordation of the Resolution and Order of Abandonment by the County Recorder.

FOLLOWING ARE CONDITIONS OF APPROVAL REQUIRED BY THE REVIEWING AGENCIES. EACH CONDITION MUST BE MET TO THE SATISFACTION OF THE ISSUING AGENCY.

Washoe County Planning and Building Division

1. The following conditions are requirements of the Planning and Building Division, which shall be responsible for determining compliance with these conditions.

Contact Name – Julee Olander, Planner, 775.328.3627, jolander@washoecounty.us

- a. The applicant shall demonstrate substantial conformance to the plans approved as part of this abandonment action. The County Engineer shall determine compliance with this condition.
- b. Prior to the recordation of the Resolution and Order of Abandonment, the applicant shall submit to the County Engineer for review and approval a description prepared by a registered professional of the offer of dedication to be abandoned and replacement private access.
- c. The applicant shall comply with all conditions necessary to affect the Resolution and Order of Abandonment within two (2) years from the date of the action by the Washoe County Planning Commission or this conditional abandonment will be null and void.
- d. This Abandonment will be effective upon recordation of the Resolution and Order of Abandonment by the County Recorder.

Washoe County Engineering and Capital Projects Division

2. The following conditions are requirements of the Engineering and Capital Projects Division, which shall be responsible for determining compliance with these conditions.

Contact Name – Leo R. Vesely, P.E., 775.328.2313, lvesely@washoecounty.us

- a. Prior to recordation of the Order of Abandonment, the applicant shall submit legal descriptions to the Engineering Division for review and approval. The legal descriptions shall be prepared by a registered professional and shall be for the area(s) of abandonment, and any new easements that may be required.
- b. Retention of all public utility easements or relocation of all public utility easements to the satisfaction of and at no expense to Washoe County or the existing public utilities that originally accepted and approved said easements as well as any other public utilities now in existence that currently utilize said easements. Said relocations shall be evidenced by the recordation of properly executed documents reflecting the grant of the new easements (if required) to said public utilities and the relinquishment by said public utilities of their former easements.
- c. Retention of all drainage easements or relocation of all drainage easements to the satisfaction of and at no expense to Washoe County as well as any drainage facilities now in existence that currently utilize said easements. Said relocations shall be evidenced by the recordation of properly executed documents reflecting the grant of the new easements.
- d.. The reversion to acreage of Butch Cassidy Estates (Tract Map #4786) shall be recorded prior to the recording the Order of Abandonment.

- e.. The applicant shall comply with conditions necessary to effect the Resolution and Order of Abandonment within two (2) years from the date of the action by the Planning Commission or this conditional abandonment will be null and void.

*** End of Conditions ***



WASHOE COUNTY

COMMUNITY SERVICES DEPARTMENT

Engineering and Capital Projects Division

"Dedicated to Excellence in Public Service"

1001 East 9th Street PO Box 11130 Reno, Nevada 89520 Telephone: (775) 328-2040 Fax: (775) 328-3699

INTEROFFICE MEMORANDUM

DATE: November 03, 2017

TO: Julee Olander, Planning and Development Division

FROM: Leo R. Vesely, P.E., Engineering and Capitol Projects Division

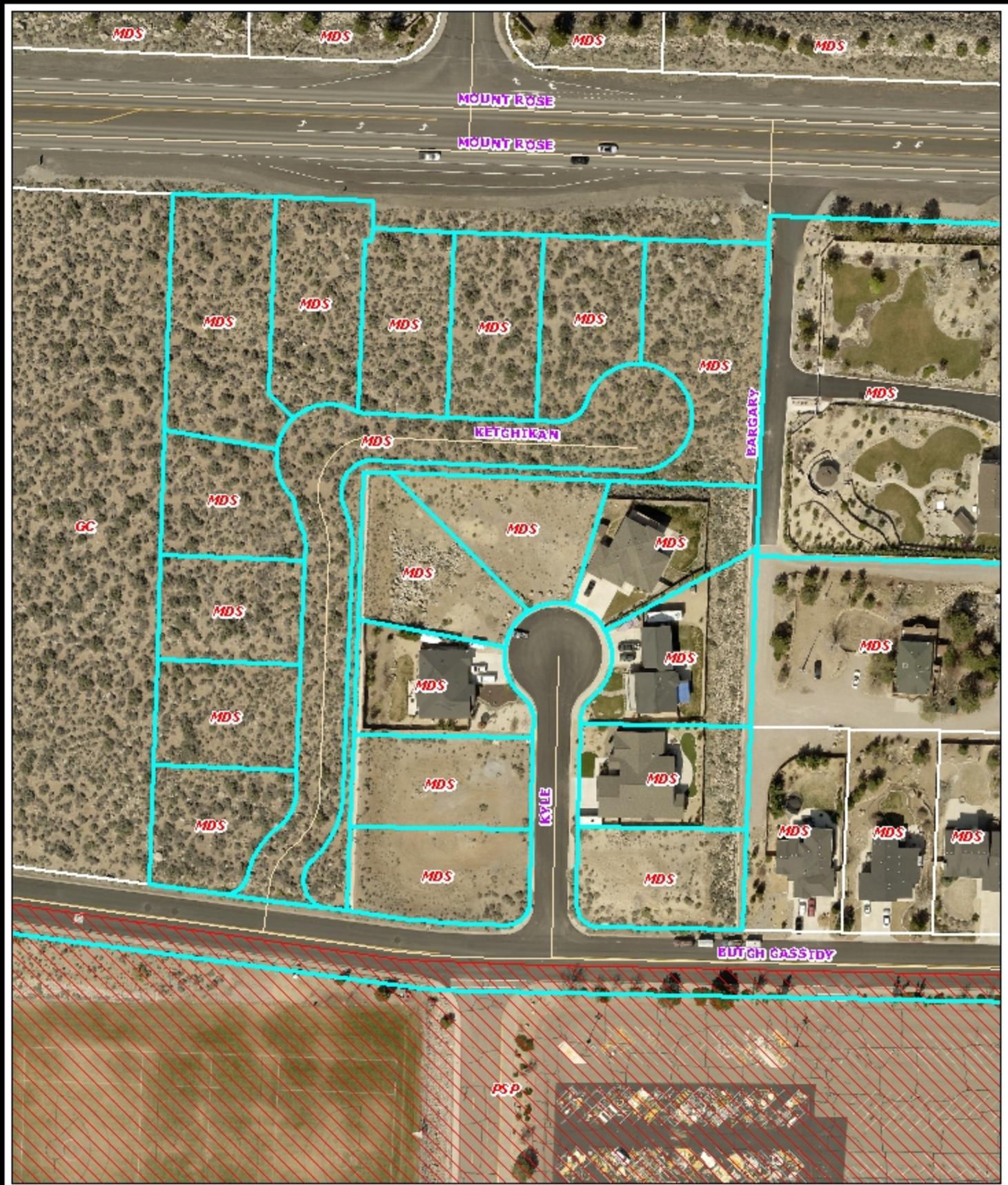
SUBJECT: **WAB17-0005**
APN 144-232-11
KETCHIKAN COURT ABANDONMENT

I have reviewed the referenced abandonment and recommend the following conditions:

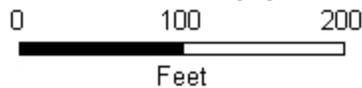
1. Prior to recordation of the Order of Abandonment, the applicant shall submit legal descriptions to the Engineering Division for review and approval. The legal descriptions shall be prepared by a registered professional and shall be for the area(s) of abandonment, and any new easements that may be required.
2. Retention of all public utility easements or relocation of all public utility easements to the satisfaction of and at no expense to Washoe County or the existing public utilities that originally accepted and approved said easements as well as any other public utilities now in existence that currently utilize said easements. Said relocations shall be evidenced by the recordation of properly executed documents reflecting the grant of the new easements (if required) to said public utilities and the relinquishment by said public utilities of their former easements.
3. Retention of all drainage easements or relocation of all drainage easements to the satisfaction of and at no expense to Washoe County as well as any drainage facilities now in existence that currently utilize said easements. Said relocations shall be evidenced by the recordation of properly executed documents reflecting the grant of the new easements.
4. The reversion to acreage of Butch Cassidy Estates (Tract Map #4786) shall be recorded prior to the recording the Order of Abandonment.
5. The applicant shall comply with conditions necessary to effect the Resolution and Order of Abandonment within two (2) years from the date of the action by the Planning Commission or this conditional abandonment will be null and void.

LRV/lrv

WAB17-0005
EXHIBIT B



WAB17-0005(Ketchikan Court)
 Noticing Map for Abutting Property Owners



Community Services
 Department, Planning
 and Building Division



Real Office Box 11190
 Reno, Nevada 89520 (775) 223-2800

Source: Program Name

Date: October 1 2017

Community Services Department
Planning and Building
ABANDONMENT APPLICATION



Community Services Department
Planning and Building
1001 E. Ninth St., Bldg. A
Reno, NV 89520

Telephone: 775.328.6100

Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Building staff at 775.328.6100.

Project Information		Staff Assigned Case No.: _____	
Project Name: Abandonment of Ketchikan Court			
Project Description: Abandonment of Ketchikan Court (street right-of-way offered for dedication per Tract Map No. 4786, but not yet accepted) to facilitate development of the land for a Doral Academy of Northern Nevada (abandonment to occur prior to a reversion to acreage and boundary line adjustment)			
Project Address: Ketchikan Court			
Project Area (acres or square feet): 0.86			
Project Location (with point of reference to major cross streets AND area locator): South side of Mount Rose Highway, north of Butch Cassidy Drive, west of Bargary Way, east of Edmonton Drive			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
144-232-11	0.86		
Section(s)/Township/Range: S1/2 of Section 30 and NE1/4 of Section 31, T. 18 N., R. 20 E., M.D.M.			
Indicate any previous Washoe County approvals associated with this application:			
Case No.(s).			
Applicant Information (attach additional sheets if necessary)			
Property Owner:		Professional Consultant:	
Name: Ladera Crossing, LLC		Name: US Geomatics	
Address: 6614 Gebser Court		Address: 1071 Haskell Street	
Reno, NV	Zip: 89511	Reno, NV	Zip: 89509
Phone: 775-398-2266	Fax:	Phone: 775-786-5111	Fax: 297-4668
Email: jpickett@laderaventures.com		Email: rtoole@usgeomatics.com	
Cell:	Other:	Cell:	Other:
Contact Person: James Pickett		Contact Person: Ryan Toole	
Applicant/Developer:		Other Persons to be Contacted:	
Name: Ethos Three Architecture		Name:	
Address: 8985 South Eastern, Suite 220		Address:	
Las Vegas, NV	Zip: 89123		Zip:
Phone: 702-456-1070	Fax: 456-7020	Phone:	Fax:
Email: bsaxon@ethosthree.com		Email:	
Cell:	Other:	Cell:	Other:
Contact Person: Bonnie Saxon		Contact Person:	
For Office Use Only			
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

Property Owner Affidavit

Applicant Name: LADERA CROSSING, LLC

The receipt of this application at the time of submittal does not guarantee the application complies with all requirements of the Washoe County Development Code, the Washoe County Master Plan or the applicable area plan, the applicable regulatory zoning, or that the application is deemed complete and will be processed.

STATE OF NEVADA)
)
COUNTY OF WASHOE)

I, James Pickett
(please print name)

being duly sworn, depose and say that I am the owner* of the property or properties involved in this application as listed below and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true, and correct to the best of my knowledge and belief. I understand that no assurance or guarantee can be given by members of Planning and Development.

(A separate Affidavit must be provided by each property owner named in the title report.)

Assessor Parcel Number(s): 144-232-01 through 144-232-11 and 049-102-09

Printed Name James Pickett

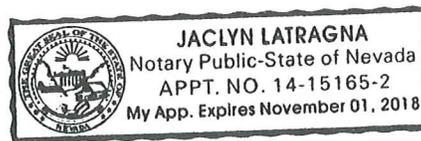
Signed [Signature]

Address 16475 Bordeaux Dr
Reno, NV 89511

Subscribed and sworn to before me this
12 day of September, 2017.

(Notary Stamp)

[Signature]
Notary Public in and for said county and state



My commission expires: 11/1/18

*Owner refers to the following: (Please mark appropriate box.)

- Owner
- Corporate Officer/Partner (Provide copy of record document indicating authority to sign.)
- Power of Attorney (Provide copy of Power of Attorney.)
- Owner Agent (Provide notarized letter from property owner giving legal authority to agent.)
- Property Agent (Provide copy of record document indicating authority to sign.)
- Letter from Government Agency with Stewardship

Abandonment Application Supplemental Information

(All required information may be separately attached)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific references to vacations and abandonments may be found in Article 806, Vacations and Abandonments of Easements or Streets.

1. What is the abandonment being requested?

We are requesting the abandonment of Ketchikan Court. This street right-of-way was offered for dedication per Tract Map No. 4786, but has not yet been accepted by the county. The Butch Cassidy Estates subdivision (Tract Map No. 4786) and Ketchikan Court remain undeveloped at the present time.

2. On which map or document (please include with application) is the easement or right-of-way first referenced?

Ketchikan Court was created per Tract Map No. 4786.

3. What is the proposed use for the vacated area?

The vacated area will be reverted to acreage with the remainder of Tract Map No. 4786. The common property line between the reverted area and APN 049-402-09 will then be adjusted with a boundary line adjustment resulting in a 5.50-acre parcel and a 5.60-acre parcel. A proposed Doral Academy of Northern Nevada will be built on the easterly resultant parcel.

4. What replacement easements are proposed for any to be abandoned?

The final boundary line adjustment map will establish new easements around the perimeter of the resultant parcels and along the adjusted property line.

5. What factors exist or will be employed to prevent the proposed abandonment from resulting in significant damage or discrimination to other property in the vicinity?

The only parcels that are being served by Ketchikan Court are the 10 lots created per Tract Map No. 4786. All 10 lots and Ketchikan Court remain undeveloped at the present time. After the abandonment, Ketchikan Court and the 10 lots will be reverted to acreage prior to a boundary line adjustment.

6. Are there any restrictive covenants, recorded conditions, or deed restrictions (CC&Rs) that apply to the area subject to the abandonment request? (If so, please attach a copy.)

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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IMPORTANT

NOTICE REGARDING ABANDONMENTS:

To the extent that Washoe County does not own the easements in question, it cannot abandon them. Therefore, an abandonment request is in effect a “quitclaim” by the County of whatever interest it might have in the easements in favor of the owners who applied for the abandonment. For example, if the abandonment is approved by Washoe County and recorded, it will likely affect the allowable building envelope on the property, to the benefit of the applicant. However, even if the abandonment is approved, it should not be construed as an assertion by the County of ownership over the easements in question. To the extent other property owners nearby or other entities might have any ownership interests in these easements, an approved abandonment by the County does not affect those interests and the property owners associated with this abandonment are responsible for utilizing whatever legal mechanisms are necessary to address those interests on their own.

Bill Detail

[Back to Account Detail](#)

[Change of Address](#)

[Print this Page](#)

Pay By Check

Please make checks payable to:
**WASHOE COUNTY
 TREASURER**

Mailing Address:
 P.O. Box 30039
 Reno, NV 89520-3039

Overnight Address:
 1001 E. Ninth St., Ste D140
 Reno, NV 89512-2845

Change of Address

All requests for a mailing address change must be submitted in writing, including a signature (unless using the online form).

To submit your address change online [click here](#)

Address change requests may also be faxed to:
 (775) 328-2500

Address change requests may also be mailed to:
 Washoe County Treasurer
 P O Box 30039
 Reno, NV 89520-3039

Washoe County Parcel Information

Parcel ID	Status	Last Update
14423211	Active	9/21/2017 2:10:52 AM
Current Owner: LADERA CROSSING LLC 16475 BORDEAUX DR RENO, NV 89511		SITUS: 0 KETCHIKAN CT WCTY NV
Taxing District	Geo CD:	
Legal Description		
Township 18 SubdivisionName BUTCH CASSIDY ESTATES Range 20		

Installments

Period	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	8/21/2017	2017	\$0.00	\$0.00	\$0.00	\$0.00
Total Due:			\$0.00	\$0.00	\$0.00	\$0.00

Tax Detail

	Gross Tax	Credit	Net Tax
State of Nevada	\$0.00	\$0.00	\$0.00
Truckee Meadows Fire Dist	\$0.00	\$0.00	\$0.00
Washoe County	\$0.00	\$0.00	\$0.00
Washoe County Sc	\$0.00	\$0.00	\$0.00
Total Tax	\$0.00	\$0.00	\$0.00

Payment History

No Payment Records Found

The Washoe County Treasurer's Office makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. If you have any questions, please contact us at (775) 328-2510 or tax@washoecounty.us

This site is best viewed using Google Chrome, Internet Explorer 11, Mozilla Firefox or Safari.

When recorded, mail to:
Silverwing Development
9480 Gateway Dr., Suite 200
Reno, NV 89521

DOC # 3536731

05/25/2007 01:45:53 PM
Requested By
SWD NBC LLC
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$24.00 RPTT: \$0.00
Page 1 of 11



DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BEAR CREEK ESTATES

February 2, 2006

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BEAR CREEK ESTATES

THIS DECLARATION ("Declaration") is made this 2nd day of February, 2006, by the undersigned, herein referred to as "Declarant," for the purpose of Declaration of Covenants, Conditions and Restrictions of Bear Creek Estates:

RECITALS:

A. Declarant is the owner of certain real property located in Washoe County, Nevada, which is more particularly described in the legal description attached as Exhibit A.

Declarant is developing the property as a single family residential subdivision to be commonly known as Bear Creek Estates.

B. This Declaration is intended to secure the development of the Property as a quality residential community.

DECLARATION:

NOW, THEREFORE, Declarant hereby declares that the Property, is and shall be held, conveyed, encumbered, leased, used, occupied, improved, and otherwise affected in any manner subject to the covenants, conditions, restrictions, easements and other provisions of this Declaration, all of which are hereby declared to be in furtherance of a general plan for the development, improvement, and sale of the Property, and are further declared to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of the Property. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Declarant and its assigns and to all persons hereafter acquiring or owning any interest in the Property; however such interest may be obtained.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings set forth in this Article.

1.1 "Committee" means the Architectural Control Committee described in Article III.

1.2 "Declarant" means the undersigned which has made and executed this Declaration or its successors, assigns, or representatives in the event Declarant assigns its rights and obligations, or in the event Declarant's interest in the Project is sole pursuant to foreclosure or deed in lieu thereof.

1.3 "Declaration" means this instrument and any and all amendments thereto.

1.4 "Improvement" means all structures and appurtenances thereto of every type and kind, including

but not limited to buildings, outbuildings, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees, shrubs, poles, signs, exterior air conditioning, water softener, satellite dishes, antennae, fixtures or equipment.

1.5 "Lot" or "Parcel" means any portion of the Property designated as Lot or Parcel on the recorded subdivision map or parcel map thereof and intended for improvement with a single family residence, whether or not the Lot or Parcel is so improved. The boundaries of each Lot/Parcel and the number identifying the Lot/Parcel are set forth on the Map.

1.6 "Map" means the Final Map of Bear Creek at Butch Cassidy filed for record in Book __, as Map No. ____, Official Records, Washoe County, NV, and any and all amendments and supplements thereto.

1.7 "Owner" means any person or entity, including Declarant, holding a fee simple interest in a Lot or Parcel, or who is the buyer of a Lot or Parcel under a recorded contract of sale.

1.8 "Property" or "Project" means the Property, together with all Improvements now or hereafter located thereon, and together with all easements, rights and appurtenances belonging thereto.

1.9 "Residential Lot" means any portion of the Property designated as Lot or Parcel on any recorded subdivision map or parcel map thereof and intended for improvement with an a single family residence, whether or not the Lot or Parcel is so improved. The boundaries of each Lot/Parcel and the number identifying the Lot/Parcel are set forth on the Map.

1.10 The phrase "visible from neighboring property" means, with respect to any given object, that such object is or would be visible to a person six feet (6') tall standing on an assumed floor elevation two feet (2') above the highest ground surface of any neighboring property.

1.11 "Special Declarant's and Developmental Rights" means all rights reserved by Declarant for itself under this Declaration which are personal to Declarant and may be exercised only by Declarant, including, but not limited to, those set forth in Article X hereof.

ARTICLE II

USE RESTRICTIONS

2.1 Residential Use Restrictions. Each Residential Lot shall be improved and used exclusively for single family residential use. Nothing in this Declaration shall prevent an Owner from leasing or renting his Residential Lot; however, no Owner shall rent or lease his Residential Lot for transient or hotel purposes. No Residential Lot shall be subdivided in any manner; no Owner shall lease less than the entire Residential Lot. The following restrictions shall apply specifically to such Residential Lots.

2.1.1 Leasing of Lots. Nothing in this Declaration shall prevent an Owner from leasing or renting his Residential Lot. However, any lease or rental agreement shall be in writing. Any tenant shall abide by and be subject to all provisions of this Declaration. Any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. Also, except for a mortgagee in possession of a Residential Lot following a default in a first mortgage, a foreclosure proceeding, or acceptance of a deed in lieu of foreclosure, no Owner shall rent or lease his Residential Lot for transient or hotel purposes. No Residential Lot shall be divided into two or more separate apartments or subdivided in any manner. No Owner shall lease less than the entire Residential Lot. No Residential Lot shall be leased for a term of less than 30 days.

2.1.2 Commercial Vehicles, Boats and Recreational Vehicles. No commercial vehicles of any nature shall be parked or stored on any Residential Lot or on the streets of the Project, except for a commercial vehicle providing services to Owners, and in such event, only for the duration necessary to provide such services. All trucks larger than one ton, boats, campers, trailers, recreational vehicles, campers, or inoperative or unregistered vehicles may be stored or placed on a Residential Lot, but only in the garage of the residence of such Residential Lot or on a side or rear yard of such Residential Lot, provided such stored item is not visible from any street in the Project. If any such vehicles are stored on any driveway, street or front part of any Residential Lot for more than four (4) successive days, Declarant or Owner shall have the right to have it towed away at the Owner's expense.

2.1.3 Garages. Each Owner shall maintain his garage areas in neat, orderly condition. Garages shall only be used for the purposes of parking motor vehicles, storage of boats and other storage and workshop purposes; provided, however, that no commercial activity may be conducted in any garage and all repair type activity shall be conducted in garages only so as not to be visible from neighboring property.

2.1.4 Driveways. Driveway cuts onto countryside roads will be limited to one (1) per Residential Lot, unless otherwise approved by the Committee.

2.2 Commercial Use. No part of this project shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.

2.3 Maintenance and Repair. The Owner of each Lot and Improvements shall maintain such property in a clean and orderly manner, in a good condition and state of repair, and adequately painted or otherwise finished, all at such Owner's sole cost and expense. No building, structure, or other Improvement within the Project shall be permitted to fall into disrepair. No Owner shall do any act or work that will impair the structural soundness or safety of any Improvement located in the Project. If any Improvements are damaged or destroyed by fire or other calamity, the insurance proceeds shall be paid to the Owner or the mortgagees thereof, as their respective interests may appear; and such Owner or mortgagee shall, within a reasonable time period, rebuild or repair the damage or restore the Lot to a state that is not offensive to the general appearance of the Project.

2.4 Maintenance of Lawns, Plantings, and Landscape. Each Owner shall keep all shrubs, trees, grass, and plantings on his Lot neatly trimmed, properly cultivated, and free from trash, weeds, or other unsightly material.

2.5 Temporary Occupancy and Structures; Outbuildings. No temporary building or structure of any kind such as a tent, vehicle, boat, house trailer, portable living unit, shack, garage, or barn, and no incomplete building shall be used at any time for a residence, either temporarily or permanently. Temporary buildings and structures may be used during the construction or improvement of a Lot or Improvement but shall be removed immediately after the completion of construction. Unattached accessory buildings may be constructed or placed on a Lot only as approved in writing by the Committee, and shall not be visible from any street in the Project.

2.6 Utility Service. No lines, wires, or devices for transmission or receipt of electric current or telephone, television, or radio signals shall be constructed, placed, or maintained anywhere within any Lot unless the same shall be contained in conduits or cables placed and maintained underground or concealed in or under buildings or approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incidental to the construction of Improvements.

2.7 Antennas/Satellite Dishes.

2.7.1. Antennas. No antenna shall be erected, used, or maintained outdoors whether attached to a building or structure or otherwise, nor shall any tower type structure be placed, constructed, or maintained from any Lot so as to be visible from neighboring property or public streets.

2.7.2. Satellite Dishes. Satellite dishes ("Dishes") used for the receipt of video programming services, such as direct broadcast satellite ("DBS") and multipoint distribution service ("MDS"), may be installed on each Residential Lot according to the standards contained in this section 2.7. Dishes shall be one meter or less in size. Dishes exceeding one meter are prohibited. "Dish" shall include, without limitation, all cabling, supports, masts, brackets, mounts, and other hardware necessary to install and secure a satellite dish.

2.7.3. Location. The preferred location of any Dish installation shall be as follows:

- (a) First, within the perimeter of the backyard fence;
- (b) Second, along either side of the residence or building not visible from public streets;
- (c) Third, along the side of the residence visible from public streets and,
- (d) Fourth, in the front area of the residence visible bordering a public street.

Dishes shall be located in a place shielded from view from other Lots and public streets to the maximum extent possible. The Dish must be installed in the most preferred location in which an acceptable quality signal can be received and at the lowest possible height to receive such a signal.

2.7.4. Installation. Dishes shall be installed and secured in a manner that complies with all applicable local and state laws, regulations, ordinances, codes and permit requirements and all manufacturer specifications. Dishes may not extend beyond the property line of the Lot or extend more than twelve (12) feet above the roofline of the structure. For the safety of persons and property, Dishes shall not be installed nearer to a lot line or power line than the total height of the Dish and supporting structure (i.e., a mast and dish measuring ten (10) feet must be at least ten (10) feet from any lot line). Masts or other supporting structures must be installed by a licensed and insured contractor. Masts must be painted to comply with the exterior color requirements of the Committee's covenants, conditions, and restrictions.

2.7.5. Camouflaging. If practicable, Dish installations visible from public streets, or other Lots shall be screened from view or camouflaged with existing landscaping or fencing. If the Dish must be located in an area without existing screening, the Committee may require new landscaping or screening of reasonable costs, which costs shall be paid by the Owner.

2.8 Signs. No signs whatsoever that are visible from neighboring property shall be erected, placed, or maintained in the Project, except (a) such signs as may be required by law; (b) residential identification signs; (c) during the time of construction of any Improvement, reasonable job identification signs; (d) not more than one sign of customary and reasonable dimensions advertising a Lot for sale or rent on a Lot; (e) subject to the time limitation set forth in paragraph 3.1, such signs as may be used by Declarant or its designees for the purpose of developing, selling,

and improving the Project.

2.9 Clothes Drying Facilities. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained on any Lot unless such facilities are adequately concealed and are not visible from neighboring property.

2.10 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with and during the use, maintenance, or construction of a residence or other structure. No equipment for air conditioning, heating, fuel storage or other uses shall be installed or maintained outside of or protruding through the walls, windows, or roof of any building except for such equipment as is initially approved and installed during construction.

2.11 Fences. Unless specifically restated in an amendment to this Declaration, the following general fencing guidelines shall apply. The front yard area between any single family dwelling house and an adjoining street shall be kept free and open without any fences. There shall be no new fences or walls over six (6) feet in height anywhere within the Project without Committee approval. There shall be no chain link, woven wire or any type of wire fence within the Project except for back yard pet enclosures and swimming pools as approved by the Committee for security or safety purposes. All wooden fences shall be stained a natural wood color and shall not be painted unless approved by the Committee. All fences and walls shall be approved by the Committee prior to installation and detailed plans therefore shall be submitted to the Committee as in the case of other structures for approval prior to commencement of construction. Nothing herein contained shall prevent necessary erection of retaining walls required by topography and approved by the Committee. County height restrictions for fences in front yards also apply to Bear Creek at Butch Cassidy. The Committee may adopt more restrictive standards than the standards of the County.

2.12 Barbecues. There shall no be exterior fires except barbecue fires contained within receptacles, or outside fireplaces designed for such purpose.

2.13 Animals. No animals or fowl, including without limitation horses, cows, sheep, goats, pigs, and chickens, except for a reasonable number of usual house or yard pets, shall be allowed or maintained on any Lot. The permitted house or yard pets shall be kept, bred, or raised solely as household pets for private use and not for commercial purposes. No animal or fowl shall be allowed to make an unreasonable amount of noise or shall otherwise be allowed to become a nuisance. No animal shall be permitted outside of the Lot of the owner of such animal unless such animal is under the control of a responsible person by means of a leash or other reasonable restraint.

2.14 Diseases and Insects. No Owner shall permit any thing or condition to exist upon his Lot that shall induce, breed, or harbor infectious plant or tree diseases or noxious insects.

2.15 Mineral Exploration. No portion of the Project shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, or earth substance. No drilling, exploration, refining, quarrying, or mining operations of any kind shall be conducted or permitted to be conducted thereon; nor shall wells, tanks, tunnels, mineral excavations, shafts, derricks, or pumps used to mine or drill for any substances be located on the Project.

2.16 Rubbish and Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot; and no odors shall be permitted to arise therefrom so as to render any Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance or noxious or offensive activity shall be carried on or permitted to exist or operate in the Project so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limitation of any of the foregoing, no exterior speakers, or other sound devices except security devices used exclusively for security purposes shall be located, used, or placed on a Lot or Improvement. No noxious or offensive activities, including but not limited to, repair of automobiles or other motorized vehicles, other than minor repairs, which do not render the vehicle inoperative for more than one (1) day, shall be conducted within the Project. Nothing shall be done on or within the Project that may be or may become an annoyance or nuisance to the residents of the

Project, or that in any way interferes with the quiet enjoyment of occupants of Lots.

2.17 Trash and Woodpiles. All garbage and trash shall be placed and kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection. All woodpiles shall be screened from view from all streets in the Project.

2.18 Compliance with Laws; Prohibition of Certain Activities. No Owner shall permit anything to be done or kept on his Lot that violates any law, ordinance, statute, rule or regulation of any local, county, state, or federal body.

2.19 Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel may be stored in fuel storage tanks of up to ten (10) gallons. Any such fuel storage tank shall be placed and kept as not to be visible from any street, Lot, or parcel within the Project. No fuel may be stored underground in any manner. Every receptacle for ashes, trash, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street or Lot. When ashes, trash, or garbage is taken to the curb for refuse collection, it must be contained within "Waste-Wheelers" approved by the County of Vacaville. Waste Wheelers must be left at curbside less than twenty-four (24) hours prior to scheduled refuse collection, and must be removed from curbside within twenty-four (24) hours of refuse collection.

2.20 Operation of Motor Vehicles. Except as to authorized maintenance vehicles, no motorized vehicle shall be operated in any area within the Project except on a street, parking lot, or driveway. All speed limit and other traffic control signs erected within the Project shall be observed at all times. Motorized vehicles, except maintenance vehicles, are specifically prohibited on all paths, trails or walkways, or open space areas.

2.21 Landscaping. Purchasers of Lots in Bear Creek at Butch Cassidy shall cause the front yard of any such Lot purchased to be landscaped with lawn in a professional and workmanlike manner in accordance with the following schedule:

The owner of any Lot in Bear Creek at Butch Cassidy shall, at his own cost and expense, maintain and water the required landscaping in a professional and workmanlike manner.

2.22 Drainage and Grading. No grading of any Lot shall occur which changes the existing drainage or grading in any way unless the Owner obtains written permission for the grading from the Committee.

2.23 Chimneys. All chimneys must be of wood, brick, stone, stucco or metal. Chimneys must be of materials and of such a color as to blend in aesthetically with the residence and will be subject to approval by the Committee.

2.24 Exterior Walls and Trims. Natural wood species, natural stones, stucco or other materials deemed in the character of the Project for a specific site by the Committee are required for all exterior walls. Exterior colors must harmonize with the surrounding landscape and all colors are subject to approval by the Committee. All reflective metal such as chimney stacks, flashings, exhaust vents and pipes must be painted to match or blend with surrounding materials. All such colors are also subject to approval by the Committee. The Declarant may file subsequent Declarations specifying acceptable colors of stains and paints. All draperies and window coverings should also be of materials and colors which harmonize with the surroundings and should be chosen with consideration of neighbors and neighboring views, especially along open space and roads. Steel windows and door frames must be painted or stained to match or blend with surrounding materials. Colors are subject to approval by the Committee.

2.25 Window Covers. No window shall be covered with aluminum foil; newspapers or other material not designed for use as a window cover or which, in the reasonable judgment of the Committee, is unsightly and is visible from neighboring property, public streets or common areas.

ARTICLE III

ARCHITECTURAL/SITE MAINTENANCE CONTROL

3.1 General Powers. All improvements constructed or placed on any Lot must first have the written approval of the Architectural Control Committee ("the Committee") to be constituted as below set forth. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application to be accompanied by not less than two sets of plans and specifications, shall show the location of all Improvements, if any, existing upon the Lot, the location of the Improvement proposed to be constructed, proposed material staging area, the existing topography with a minimum contour interval of two (2) feet, front, rear and all side elevations, showing the structure's relationship to the existing and finished topography, all cuts and fills, the color and composition of all exterior materials to be used, a detailed landscape plan, the screening proposed for any wood storage area, and any other information which the Committee may require, including soil and engineering reports and recommendations, if requested by the Committee. In the event an Owner desires to redecorate the exterior of any existing structure, it shall only be necessary to submit the new proposed color scheme to the Committee for its approval. If the colors are different from the original pre-approved base and trim color combinations used in the Project. Other combinations may be approved by the Committee as it sees fit upon written application by an Owner. Remodeling or adding to existing structures or making structural or architectural changes shall require the Owner to submit complete plans to the Committee. Failure of the Committee to approve or disapprove any application, properly submitted, within forty-five (45) days of receipt by the Committee at its office, shall be deemed approval of such application by the Committee. The Committee shall have the power to render decisions on such other matters as are referred to the Committee under this Declaration, or as may be referred to the Committee, with applications for such decisions and the renderings thereof to be in accordance with such rules and regulations as may from time to time be adopted by the Committee. Committee comments with respect to any application shall be strictly followed. If requested by the Committee, applications must be resubmitted to the Committee, in which case the Committee shall have forty-five (45) days after the resubmission to comment thereon. The Committee may also adopt supplemental standards to meet the County Commission's intent in their approval.

3.2 Committee Membership. If the homeowners of Bear Creek at Butch Cassidy desire a Committee to be formed to review architectural matters, it shall be composed of not less than three (3) nor more than five (5) members which will be elected by a vote of the Bear Creek at Butch Cassidy homeowners.

3.3 Grounds of Disapproval. The Committee may disapprove any application:

a. If such application does not comply with this Declaration and/or the approved Tentative Map;

b. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvement on a Lot, finished ground elevation, color scheme, exterior finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or for purely aesthetic reasons.

3.4 Rules and Regulations. The Committee may from time to time adopt written rules and regulations of general application governing its procedures and approval criteria which may include, among other things, provisions for the form and content of application; required number of copies of plans and specifications; provisions for notice of approval or disapproval, and various approval criteria. Copies of such rules shall, if adopted, be available to each buyer of a Lot within the Project at the time of close of escrow and shall be maintained at the office

of the Committee.

3.5 Variances. The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting hereof in the opinion of the Committee will not be materially detrimental or injurious to Owners of other Lots. The Committee may not grant variances to County land use regulations.

3.6 Certification of Compliance. At any time prior to completion of construction of an improvement, the Committee may require a certification upon such form as it shall furnish from the contractor, Owner, or a licensed surveyor that such improvement does not violate any set-back rule, ordinance or statute, nor encroach upon any easement or right-of-way of record and/or that all construction is in strict compliance with plans approved by the Committee.

3.7 Liability. Notwithstanding the approval by the Committee of plans and specifications, neither it, the Declarant nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans nor specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of Improvements constructed pursuant thereto. No member of the Committee shall be held liable to any person, whether an Owner of a Lot or parcel within the Project or not, on account of any action or decision of the Committee or failure of the Committee to take any action or make any decision.

3.8 Enforcement. In the event any Improvement shall be commenced without Committee approval as herein required, or in the event any Improvement is constructed not in conformance with plans approved by the Committee, or not in conformance with this or any applicable supplemental declaration, the same shall constitute a violation of this Declaration. The Committee shall also have the power and authority to institute legal or other appropriate proceedings to enjoin or otherwise prevent a violation of the provisions of this section; provided, however, that no suit or other proceeding shall be commenced by the Committee after the expiration of sixty (60) days from such violation coming to the attention of the Committee in writing. All costs of litigation, including attorneys' fees, shall be paid by the defendant if the Committee prevails. Such charges shall constitute a lien on such property owner's Lot from the date of entry of the judgment in the judgment docket, and shall be enforceable as any judgment.

3.9 Completion of Construction. Construction of any improvement, once commenced, shall be pursued diligently to completion and said construction will, in all cases, be completed within twelve (12) months. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within a reasonable period shall be deemed nuisances. Declarant or the Committee may remove any such nuisance or repair or complete the same at the cost of the Owner provided the Owner has not commenced required work within thirty (30) days from posting a notice to commence such work upon the property and mailing a copy of such notice to the Owner. Such notice shall state the steps to be taken to eliminate the nuisance. Neither the Committee nor Declarant nor any of their agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed, nor shall the Committee or Declarant, or any of their agents or employees, be liable for any failure to exercise the right to also maintain any Lot.

3.10 Joint Maintenance Agreement. The Joint Maintenance Agreement ("JMA") that has been recorded in conjunction with this Agreement, outlines the responsibilities of each Owner relative to the maintenance of the Mt. Rose Highway setback irrigation and landscaping (Lots 5-10), irrigation and landscaping along the eastern and southern land contiguous to Ketchikan Drive (Lots 1-10) and maintenance of the concrete drainage channel (Lots 1-5 and Lot 10). Maintenance of such areas includes but is not limited to irrigation, vegetation management, watershed management, and debris and litter removal. Per the JMA a lack of appropriate responsibility by any delinquent Owner could result in a lien on such delinquent Owner's property (Per Section 4 of the JMA) as a result of other Owners fulfilling the responsibilities of such delinquent Owner.

ARTICLE IV

PROTECTION OF LENDERS

4.1 Encumbrance of Parcels Permitted. Any Owner may encumber such Owner's Lot with a Deed of Trust.

4.2 Breach of Covenants. A breach by an Owner of any of the provisions of this Declaration shall not defeat or render invalid the lien of any Deed of Trust made in good faith and for value as to the Project or any portion thereof; provided, however, the provisions of this Declaration shall be binding upon the Owners whose title thereto is acquired under foreclosure, trustee's sale, or otherwise.

ARTICLE V

SPECIAL DECLARANT'S AND DEVELOPMENTAL RIGHTS

5.1 General. Declarant and any Successor Declarant may be undertaking the work of constructing Improvements to and upon the Project. The completion of such construction and the sale or other disposition of Lots within the Project is essential to the establishment and welfare of the Project as a planned community. The covenants contained in this Article V are personal to Declarant and any Successor Declarant, and may only be transferred by a written assignment duly recorded from a Declarant to a Successor Declarant, or from a Successor Declarant to another Successor Declarant.

5.2 Special Declarant's Rights. Declarant hereby reserves unto itself the rights to:

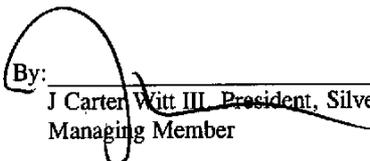
5.2.1 Complete all Improvements within the Project, including, but not limited to, those indicated on Plats or Plans or described in this Declaration;

5.2.2 Maintain at least one (1) sales office and management office within the Property which may be relocated from time to time during the sales and marketing period;

5.2.3 Maintain signs advertising the Project, which signs may be maintained anywhere on the Project, excluding Lots owned by Owners other than Declarant;

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Declaration as of this 2nd day of February, 2006.

SWD-NBC, LLC a Nevada Limited Liability Company

By:  _____
J Carter Witt III, President, Silverwing Development
Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of CONTRA COSTA } ss.

On 02 February 2006 before me, JO-ANN DALY LEE, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared J CARTER WITZ III
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: CC-R'S BEAR CREEK ESTATES

Document Date: 02 February 2006 Number of Pages: 9

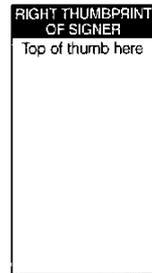
Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer

Signer's Name: J CARTER WITZ III

- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: SILVERWING DEVELOPMENT



DOC # 3536732

05/25/2007 01:45:53 PM

Requested By
SWD NBC LLC
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$16.00 RPTT: \$0.00
Page 1 of 3

Recording requested by:

When recorded, mail to

Silverwing Development
9480 Gateway Drive, Suite 200
Reno, NV 89521



JOINT MAINTENANCE AGREEMENT

BUTCH CASSIDY ESTATES

(Landscaping, Fencing and Concrete Drainage Channel-Repair/Maintenance)

THIS AGREEMENT is entered into this 2nd day of February 2006, by the undersigned Owner, hereinafter referred to as "Owner", of that certain real property situated in unincorporated area of Washoe County, Nevada, being more particularly described as Lots 1-10 of the Butch Cassidy Estates, recorded on May 25, 2006 in the Official Records of Washoe County, Nevada. 2007

RECITALS

This Agreement is made and entered into with reference to the following facts:

- A. The Landscape easement at the northern portion of Lots 5-10 provides for an area up to 30 feet in width and varied widths located to the east and south of Ketchikan Drive which are a part of Lot 10 that include landscaping/fencing and the required maintenance thereof. ("Landscape Easement").
- B. A concrete drainage channel exists on the west side of Lots 1-5 and Lot 10 which carries storm drainage toward Mt. Rose Highway ("Concrete Drainage Channel").
- C. This Agreement is executed to provide a better understanding as to the responsibilities for the maintenance and repair of the Improvements defined below in Section 1, in the Landscape Easement.
- D. This Agreement is an instrument affecting the title or possession of the real property described as Lots 1-10 in the Bear Creek Estates subdivision. All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of the successors in interest of the Owners. Upon the sale of any of the lots described herein the terms of this Agreement shall apply separately to each lot, and the Owner of each lot shall succeed to the obligations imposed on the Owners by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Owners agree and declare as follows:

1. Use of the Landscape Easement and Concrete Drainage Channel. The Landscape Easement shall be used for, the placement of a wood and pilaster fence, planting and maintenance of various trees and shrubs and placement of rocks and natural vegetation (the "Improvements") as an aesthetic setback from the Mount Rose Highway and along Ketchikan Drive. No person, including the

Owners, their heirs, successors and assigns, shall use the area within the Landscape Easement for any other purpose other than stated herein. The Concrete Drainage Channel shall be used to transport storm drainage away from Butch Cassidy Estates toward Mt. Rose Highway.

2. Maintenance of the Landscape Easement and Concrete Drainage Channel. The Owners of Lots 5-10, their heirs, successors and assigns, shall properly irrigate and maintain the irrigation in place at the time Owner transfers property to Lots Owners of 5-10. The owners of Lots 1-10 shall be responsible to maintain (except for irrigation) the Landscape Easement that is directly across from their front property line on the opposite side of Ketchikan Drive to a standard equal to the condition and quality of the Improvements at the time the Owners of Lots 1-10 took ownership. Pursuant thereto, if a majority of said Lots Owners agree or if required by a government agency, said Owners may jointly hire in accordance with the provisions contained herein such property managers, contractors, employees or agents, or enter into agreements with persons in furtherance of the proper maintenance of the Landscape Easement area. If a property management company or contractor is required to be hired, the costs (except irrigation which will be maintained by the fee owners of Lots 5-10) related to this will be divided 1/10 between each of the Lots 1-10 Owners. The Concrete Drainage Channel on Lots 1-5 and Lot 10 will be maintained so that flows of water are not impeded by the owners of those respective lots upon which it is located.

3. Voting Rights. All decisions regarding maintenance expenditures (except irrigation) shall be determined by a majority vote of the Owners of the Lots 1-10. Each Owner shall have one (1) vote for each lot owned. A husband and wife, partnership, corporation or co-tenants owning one (1) of the subject lots shall together be entitled to one (1) vote for each lot owned.

4. Default. Should any Owner of Lots 1-10 fail to remit their allocable share of the invoice amount relating to a third party management company or contractor which the Owners have voted in the majority to retain, within ten (10) days from the receipt of the notice required in Paragraph (7), said Owner shall be in default. The remaining Owners shall then pay the delinquent amount. The remaining such Owners shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of the defaulting Owner, and shall be entitled to recover in such action in addition to the funds advanced, interest thereon at the current prime rate of interests, until paid, and all costs and disbursements of such action, including such sum or sums as the Court may fix as and for reasonable attorney's fees.

5. Obligation to Contribute. Each Owner of Lots 1-10 agrees that there shall be no defense for failure to contribute as hereinabove provided asserting any portion of the Landscape Easement Improvements or Concrete Drainage Channel was not in need of maintenance or repair or that such maintenance or repair was not performed in a proper or correct manner. It is the intention of the Owners of Lots 1-10 to require a (1/10) contribution from each Owner of Lots 1-10 for the maintenance and repair of said Improvements without regard to the amount of actual use/size of the Landscape Easement or Concrete Drainage Channel relative to their respective lot..

6. Attorney's Fees. In the event that any of the Owners institutes legal action or arbitration against any other Owner to interpret or enforce this Agreement, or to obtain damages for any alleged breach hereof, the prevailing party in such action or arbitration shall be entitled to reasonable attorney's fees from the losing party in addition to all other recoverable costs, expenses and damages.

7. Notices. Unless otherwise specified in writing, the address of each of the Owners for all purposes shall be as set forth on the Washoe County Assessor's rolls for property tax purposes. Any

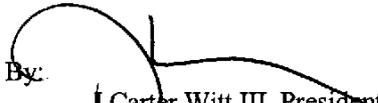
notices or demands required to be provided hereunder shall be sent by registered or certified mail, return receipt requested, to such addresses, or shall be personally delivered. Written notices served by mail shall be deemed to be effective as of the received date stated on the return receipt.

8. Absolute Responsibility of Owner. Nothing contained herein shall be construed to absolve or relieve any Owner from liability and the duty to correct any damage inflicted on the Landscape Easement Improvements or Concrete Drainage Channel within the fee ownership of their respective lot.

9. Taxes. The Owners of Lots 5-10 shall be responsible for paying their respective share of the ad valorem taxes related to the land area they each respectively own that is encumbered by the Landscape Easement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the day and year first above written.

SWD-NBC, LLC, a Nevada Limited Liability Corporation

By: 
Carter Witt III, President
Silverwing Development, Managing Member

Acknowledgement:

CALIFORNIA
State of Nevada, County of CONTRA COSTA
) S.S.
)

On this 2ND day of February 2006, before me, the undersigned, a notary public in and for said county and state, personally appeared J Carter Witt III, personally known to me, ~~or proved to me on the basis of satisfactory evidence~~, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.




Notary Public in and for the County of
CONTRA COSTA State of Nevada
California

DOC # 3748343

04/13/2009 10:30:57 AM
Requested By
WASHOE COUNTY
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 3

When Recorded, return to:

Washoe County Engineering Division
P.O. Box 11130
Reno, NV 89520



**COVENANT AGAINST LAND AND AGREEMENT TO
SUBDIVISION IMPROVEMENT AGREEMENT**

THIS COVENANT AGAINST LAND AND AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter "Amendment") is entered into this 3rd day of April, 2009, by and between SWD – NBC, LLC (hereinafter "Subdivider") and the County of Washoe (hereinafter "County") to provide for a covenant against the property and also to amend that certain Subdivision Improvement Agreement entered into by Subdivider and the County on April 20, 2007, relating to Butch Cassidy Estates (hereinafter "Subdivision Agreement").

WHEREAS, the parties have entered into the Subdivision Agreement; and

WHEREAS, in accordance with Washoe County Development Code sections 110.610.40 and 110.610.50 the parties wish to amend the terms and conditions of the Subdivision Agreement by amending the provisions related to the existing Faithful Performance Bond by allowing a release of the Faithful Performance Bond and substituting therefore a covenant against lot sales offered by Subdivider insuring the faithful performance of all work as set forth in the Subdivision Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the parties agree as follows:

1. The existing Faithful Performance Bond for Butch Cassidy Estates, as evidenced by that certain Faithful Performance Bond For Subdivision Improvements Required Pursuant to Washoe County Code Chapter 110, Bond No. 41112342 with Platte River Insurance Company in the amount of \$1,021,535.00 ("Faithful Performance Bond") being held by County, shall be, and hereby is, irrevocably released forever. The County shall release the original Faithful Performance Bond to Subdivider upon execution hereof.
2. Subdivider will set all Survey Monuments in property corners and centerlines of streets as required pursuant to NRS 278.371, NRS 278.376 and related sections, in lieu of bonding.
3. Further, Subdivider voluntarily offers and covenants that to guarantee completion of all the work as set forth in the Subdivision Agreement that Subdivider will not sell any lots within Butch Cassidy Estates for so long as the Subdivision Agreement and

this Amendment remain in effect, and this shall constitute a covenant running with the land concerning all property that comprises said Butch Cassidy Estates.

4. This Subdivision Agreement and this Amendment shall remain in effect until the Subdivision Improvements as set forth in the Subdivision Agreement have been completed to the satisfaction of the County Engineer or until a new Faithful Performance Bond insuring faithful performance of all such work in a form and amount satisfactory to the County Engineer has been posted by Subdivider.
5. With the execution of the Amendment, it is also agreed that the Subdivision Agreement will be extended for a period of one year until the 20th of April, 2010, for the completion of construction of all Subdivision Improvements set forth in the Subdivision Agreement, provided, however, that the time for completing construction of the Subdivision Improvements may be extended by County upon a showing of good cause therefore by Subdivider so long as such extension shall not exceed one year and shall have been granted by County Engineer in writing.
6. The parties agree that a Memorandum of this Agreement will be executed and recorded at the request of County in order to give notice of the Subdivider's covenant not to sell as set forth herein.
7. Except as otherwise provided herein, all the terms and conditions of the Subdivision Agreement shall remain in full force and effect.

DOC # 3748344

04/13/2009 10:30:57 AM

Requested By
WASHOE COUNTY
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 2

Recording Requested By
And When Recorded Mail To:

SWD - NBC, LLC
5488 Reno Corporate Drive, Ste 100
Reno, NV 89511



Mail Tax Statement To:

SWD - NBC, LLC
5488 Reno Corporate Drive, Ste 100
Reno, NV 89511

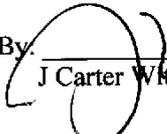
APN Nos. 144-232-01 through - 11

MEMORANDUM OF AGREEMENT

Notice is hereby given that the undersigned, SWD - NBC, LLC, owner of the property commonly known as Butch Cassidy Estates, more specifically described on Exhibit A attached hereto and incorporated herein by reference (hereinafter "Property"), entered into an Agreement on the 1 day of April, 2009, with the County of Washoe that covenants and restricts SWD-NBC, LLC's ability to sell lots within the Property, and constitutes a covenant running with the land concerning the Property.

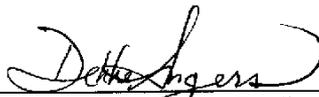
DATED: This 1 day of April, 2009.

SWD - NBC, LLC

By: 
J Carter Witt, III, President

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on April 1, 2009 by J Carter Witt III, President, SWD - NBC, LLC.


Notary Public

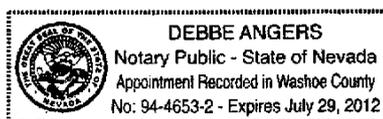


EXHIBIT "A"
LEGAL DESCRIPTION FOR
BUTCH CASSIDY ESTATES – 10 LOTS

Ten parcels, located within Section 30 and Section 31, Township 18 North, Range 20 East, M.D.M., Washoe County, Nevada, more particularly described as follows:

Lots 1 through 10 as defined on the Official Plat of Butch Cassidy Estates, Subdivision Tract Map number 4786, file number 3536729 of the official records of Washoe County, Nevada.

90LH

BUTCH CASSIDY ESTATES

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, SWD-NBC, L.L.C., A NEVADA LIMITED LIABILITY COMPANY 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. CHAPTER 278 AND 116, AND THAT THE STREETS, AVENUES, HIGHWAYS AND ALL APPURTENANCES THERETO AS SHOWN ARE HEREBY GRANTED, DEDICATED AND SET APART TO BE USED AS PUBLIC THOROUGHFARES FOREVER; AND HEREBY GRANTS TO ALL PUBLIC UTILITIES AND THE COUNTY OF WASHOE PERMANENT EASEMENTS SHOWN ON THIS PLAT FOR PLOWED SNOW STORAGE AND THE CONSTRUCTION AND MAINTENANCE OF TRAFFIC CONTROL SIGNAGE, DRAINAGE AND UTILITY SYSTEMS TOGETHER WITH THE RIGHT OF ACCESS THERETO FOREVER. THE OWNER AND ASSIGNEES AGREE TO THE USE OF RESIDENTIAL WATER METERS. THE WATER AND SEWER FACILITIES AND ASSOCIATED APPURTENANCES ARE HEREBY DEDICATED TO WASHOE COUNTY.

SWD-NBC, L.L.C., A NEVADA LIMITED LIABILITY COMPANY
BY: SILVERWING DEVELOPMENT, A NEVADA CORPORATION, MANAGING MEMBER
[Signature]
BY: J. CARTER WITT III, PRESIDENT

NOTARY PUBLIC CERTIFICATE:

STATE OF NEVADA }
COUNTY OF WASHOE }SS
ON THIS 03 DAY OF AUGUST, 2006, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, IN SAID COUNTY, J. CARTER WITT III AS PRESIDENT OF SILVERWING DEVELOPMENT, A NEVADA CORPORATION, WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE ABOVE INSTRUMENT, IN WITNESS WHEREOF, I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL THE DATE AND YEAR FIRST WRITTEN ABOVE.

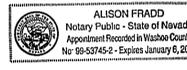
[Signature]
NOTARY PUBLIC

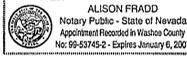

UTILITY COMPANIES CERTIFICATE:

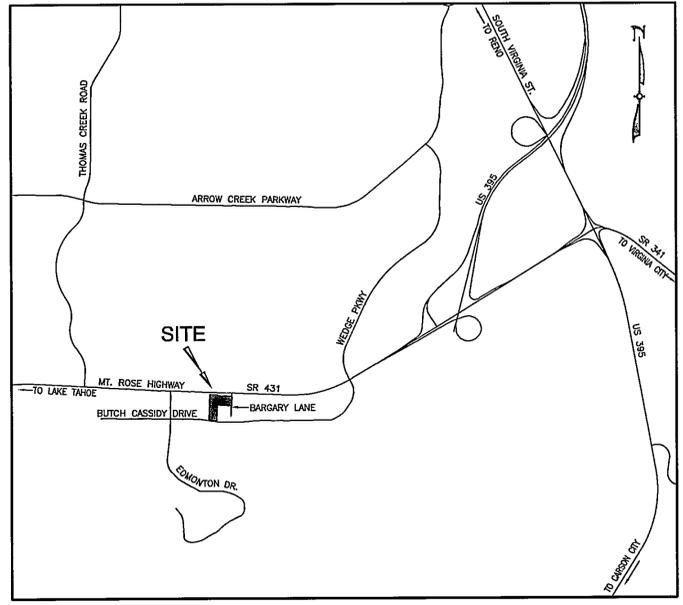
THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED, AND APPROVED BY THE UNDERSIGNED PUBLIC UTILITY AND CABLE TELEVISION COMPANIES.
THE 5' PUBLIC UTILITY EASEMENT GRANTED ALONG THE WEST LINE OF PARCEL A OF PARCEL MAP 912 IS HEREBY EXTINGUISHED AND RELEASED BY THE UNDERSIGNED PUBLIC UTILITY AND CABLE TELEVISION COMPANIES UPON THE RECORDED OF THIS SUBDIVISION TRACT MAP.
SIERRA PACIFIC POWER COMPANY
BY: *[Signature]* DATE 4/6/06
NEVADA BELL TELEPHONE COMPANY, d/b/a SBC NEVADA
BY: *[Signature]* DATE 1/10/06
DIANA T. CALLAHAN, AREA MANAGER - C&E/RIGHT-OF-WAY
CHARTER COMMUNICATIONS
BY: *[Signature]* DATE 1-10-06
ELIAS RUIZ, DESIGNER
WASHOE COUNTY DEPARTMENT OF WATER RESOURCES
BY: *[Signature]* DATE 6/28/06
SUSAN HOOD, ENVIRONMENTAL ENGINEER II

STATE OF NEVADA }
COUNTY OF WASHOE }SS
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 6TH DAY OF APRIL, 2006, BY JAMES C. SPANGLER AS N.C.E. LAND SERVICES SIERRA PACIFIC POWER COMPANY, A NEVADA CORPORATION.
[Signature]
NOTARY PUBLIC


STATE OF NEVADA }
COUNTY OF WASHOE }SS
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 10th DAY OF JANUARY, 2006, BY DIANA T. CALLAHAN AS SENIOR ENGINEER, RIGHT-OF-WAY, NEVADA BELL TELEPHONE COMPANY, A NEVADA CORPORATION.
[Signature]
NOTARY PUBLIC


THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 10th DAY OF JANUARY, 2006, BY ELIAS RUIZ AS DESIGNER, CHARTER COMMUNICATIONS.
[Signature]
NOTARY PUBLIC


THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 28th DAY OF JUNE, 2006, BY SUSAN HOOD AS ENVIRONMENTAL ENGINEER II, WASHOE COUNTY DEPARTMENT OF WATER RESOURCES.
[Signature]
NOTARY PUBLIC




VICINITY MAP
N.T.S.

SURVEYOR'S CERTIFICATE:

I, LAWRENCE F. GRUBE, 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 SWD-NBC, L.L.C.
2. THE LANDS SURVEYED LIE WITHIN THE SE 1/4 OF SECTION 30 AND THE NE 1/4 OF SECTION 31, T18N, R20E, M.D.M., AND THE SURVEY WAS COMPLETED ON 4/27/06
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 THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED BY 4/28/2006 AND AN APPROPRIATE FINANCIAL GUARANTEE WILL BE POSTED WITH THE GOVERNING BODY BEFORE RECORDED TO ENSURE THE INSTALLATION OF THE MONUMENTS.

[Signature]
LAWRENCE F. GRUBE, PROFESSIONAL LAND SURVEYOR NO. 6995

9-7-2006

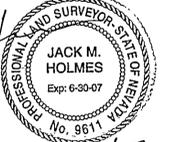
SECURITY INTEREST HOLDER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE MECHANICS BANK HAS CONSENTED TO THE PREPARATION AND RECORDED OF THIS PLAT BY SEPARATE DOCUMENT NO. 3534061, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.

COMMUNITY DEVELOPMENT CERTIFICATE:

THE TENTATIVE MAP FOR BUTCH CASSIDY ESTATES, TN 05-010, WAS APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON THE 5TH DAY OF 30LY, 2006.
THIS FINAL MAP, BUTCH CASSIDY ESTATES, MEETS ALL APPLICABLE STATUTES, ORDINANCES, AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP; AND ALL CONDITIONS HAVE BEEN MET.
PUBLIC STREETS, UTILITY EASEMENTS OR ANY OTHER EASEMENTS NO LONGER REQUIRED HAVE BEEN ABANDONED OR ARE QUIT CLAIMED WITH THIS MAP.
THIS FINAL MAP IS APPROVED AND ACCEPTED FOR RECORDED THIS 24th DAY OF May, 2007 BY THE WASHOE COUNTY COMMUNITY DEVELOPMENT DIRECTOR. THE OFFER OF DEDICATION OF STREETS AND WATER FACILITIES IS REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NRS CHAPTER 278.
[Signature] DATE 5/24/07
ADRIAN P. FREUND
COMMUNITY DEVELOPMENT DIRECTOR

COUNTY SURVEYOR'S CERTIFICATE:

I CERTIFY THAT I HAVE EXAMINED THIS PLAT CONSISTING OF 2 SHEETS, AND THAT I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT AND THAT AN ADEQUATE PERFORMANCE GUARANTEE HAS BEEN FILED GUARANTEEING THE MONUMENTS AS SHOWN WILL BE SET BY 4-20-2008.
[Signature] DATE
JACK M. HOLMES, PLS 2611
WASHOE COUNTY SURVEYOR

5/21/07

WATER RIGHT DEDICATION CERTIFICATE:

THE WATER AND SEWER RESOURCE REQUIREMENTS SET FORTH IN ARTICLE 422 OF THE WASHOE COUNTY DEVELOPMENT CODE, RELATED TO THE DEDICATION OF WATER RESOURCES, HAVE BEEN SATISFIED.
[Signature] DATE 5/18/06
WASHOE COUNTY DEPT. OF WATER RESOURCES

DIVISION OF WATER RESOURCES CERTIFICATE:

THIS PLAT IS APPROVED BY THE STATE OF NEVADA DIVISION OF WATER RESOURCES OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY, SUBJECT TO THE REVIEW OF APPROVAL ON FILE IN THIS OFFICE.
[Signature] DATE 6/2/2006
DIVISION OF WATER RESOURCES

DISTRICT BOARD OF HEALTH CERTIFICATE:

THIS FINAL MAP IS APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES AND IS PREDICATED UPON PLANS FOR A PUBLIC WATER SUPPLY AND A COMMUNITY SYSTEM FOR DISPOSAL OF SEWAGE.
[Signature] DATE 7/17/06
FOR THE DISTRICT BOARD OF HEALTH

TAX CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THIS LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO NRS 361A.265.
WASHOE COUNTY TREASURER
[Signature] DATE 8/8/2006
DEPUTY

TITLE COMPANY CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND SWD-NBC, L.L.C., A NEVADA LIMITED LIABILITY COMPANY, OWNS OF RECORD AN INTEREST IN THE LANDS DELINEATED HEREON AND THAT THEY ARE THE ONLY OWNER OF RECORD OF SAID LAND; THAT ALL THE OWNERS OF RECORD OF THE LAND HAVE SIGNED THE FINAL MAP; THAT THE MECHANICS BANK HOLDS OF RECORD A SECURITY INTEREST IN THE LAND TO BE DEPICTED; THERE ARE NO LIENS OF RECORD AGAINST THE COMMON INTEREST COMMUNITY FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES, OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS, AND THAT A GUARANTEE DATED 5/04/07 FOR THE BENEFIT OF THE COUNTY OF WASHOE, STATE OF NEVADA, HAS BEEN ISSUED WITH REGARD TO ALL OF THE ABOVE.
FIRST AMERICAN TITLE INSURANCE COMPANY
BY: *[Signature]* DATE 5-18-2007
Jenny Woodard, Title Officer (2313821)

FILE NO. 3536729
FEE. 64.00
FILED FOR RECORD AT THE REQUEST OF SWD NBC LLC
ON THIS 25 DAY OF May 2007, AT 3:22 MINUTES PAST 9 O'CLOCK PM OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA
KATHRYN L. BURKE COUNTY RECORDER
BY: *[Signature]* DEPUTY

OFFICIAL PLAT OF BUTCH CASSIDY ESTATES A COMMON INTEREST COMMUNITY THIS IS A MERGER AND RESUBDIVISION PER NRS 278 AND A PORTION OF PARCEL B OF R.O.S. 4646 AND A PORTION OF PARCEL A OF P.M. 912 SITUATE WITHIN A PORTION OF THE SE 1/4 OF SECTION 30 AND THE NE 1/4 OF SECTION 31, T18N, R20E, MDM WASHOE COUNTY NEVADA
SUMMIT ENGINEERING CORPORATION
SHEET 1 OF 2

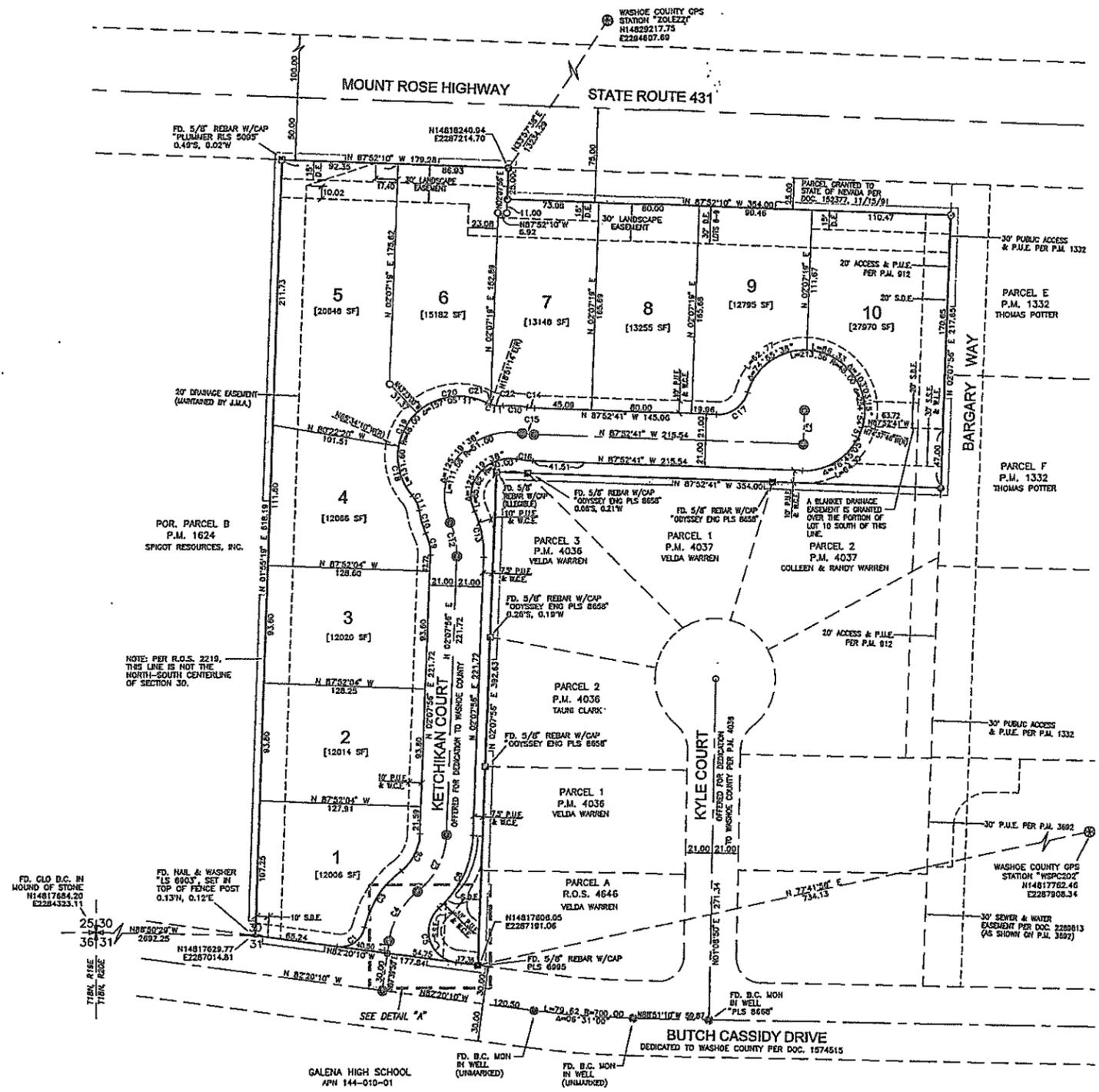
CUMULATIVE INDICES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

3536729

Subdivision Tract Map 4706

CUMULATIVE INDICES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

499LH



BASIS OF BEARINGS AND COORDINATES

NORTH AMERICAN DATUM OF 1983 AS BASED ON FEDERAL BASE NETWORK/COOPERATIVE BASE NETWORK OBSERVATIONS IN 1984 (AKA NAD83/04). NEVADA STATE PLANE WEST ZONE AS DETERMINED WITH REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS WITH CORRECTIONS TRANSMITTED BY WASHOE COUNTY CONTINUOUSLY OPERATING REFERENCE STATION (CORS) STATION "ZOLEZZI". GROUND COORDINATES SHOWN HEREON REFLECT GRID COORDINATES MULTIPLIED BY A COMBINED GRID TO GROUND FACTOR OF 1.000197930. ALL DISTANCES AND COORDINATES ON THIS MAP ARE GROUND VALUES.

BEARINGS SHOWN HEREON ARE IDENTICAL WITH THOSE SHOWN ON PARCEL MAP 4036, I.E. CENTERLINE OF BUTCH CASSIDY DRIVE TAKEN AS H055110°W.

LEGEND

- 25 30 SECTION CORNER AS NOTED
- 36 31 QUARTER CORNER AS NOTED
- WASHOE COUNTY CONTINUOUS OPERATING (CORS) GPS CONTROL STATION AS NOTED
- CALCULATED POINT; NOTHING SET
- SET 5/8" REBAR PLS 6995 AT ANGLE POINTS
- TYPICAL LOT CORNER - 5/8" REBAR PLS 6995 OR SCRIBE ON CURB AT THE PROJECTION OF THE LOT LINE TO BE SET.
- FD. 5/8" REBAR PLS 6995 UNLESS OTHERWISE NOTED
- [12020 SF] APPROXIMATE LOT AREA IN SQUARE FEET
- J.M.A. JOINT MAINTENANCE AGREEMENT
- D.E. DRAINAGE EASEMENT (MAINTAINED BY J.M.A.)
- ⊙ STREET MONUMENT TO BE SET, STAMPED PLS 6995
- ⊙ FOUND STREET MONUMENT AS NOTED
- SUB. SUBDIVISION TRACT MAP
- S.D.E. STORM DRAINAGE EASEMENT (MAINTAINED BY WASHOE COUNTY)
- S.S.E. SANITARY SEWER EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.D.E. PRIVATE DRAINAGE EASEMENT
- CATVE CABLE TELEVISION EASEMENT
- (R) RADIAL BEARING
- W.C.E. WASHOE COUNTY EASEMENT FOR TRAFFIC CONTROL SIGNAGE AND PLOWED SNOW STORAGE, AND SIDEWALKS.
- W.L.E. WATER LINE EASEMENT

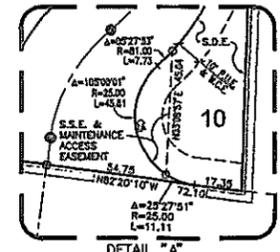
CURVE	DATA	RADIUS	LENGTH	CHORD
C1	86°19'04"	20.00	28.43	26.85
C2	CURVE OMITTED			
C3	383°00'00"	81.00	54.58	53.55
C4	46°17'16"	50.00	48.38	45.23
C5	130°27'52"	25.00	58.83	45.40
C6	48°49'10"	39.00	33.91	32.85
C7	49°49'10"	60.00	52.17	50.54
C8	48°29'44"	81.00	65.03	63.22
C9	26°27'05"	39.00	18.00	17.85
C10	15°08'18"	72.00	19.02	18.97
C11	31°01'02"	25.00	13.53	13.37
C12	26°27'05"	60.00	27.70	27.45
C13	26°27'05"	81.00	37.39	37.06
C14	08°53'10"	39.00	6.91	6.94
C15	08°53'10"	60.00	9.31	9.30
C16	08°53'10"	81.00	12.56	12.55
C17	74°54'51"	25.00	32.89	30.41
C18	49°49'35"	48.00	41.74	40.44
C19	385°21'17"	45.00	30.99	30.45
C20	27°18'11"	48.00	58.87	55.25
C21	09°02'01"	25.00	3.31	3.50
C22	22°39'01"	25.00	10.63	9.86

GENERAL NOTES:

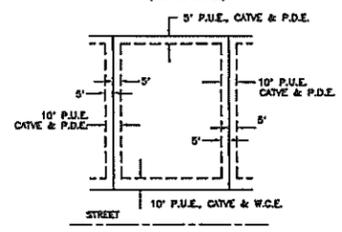
- NO HABITABLE STRUCTURES SHALL BE LOCATED ON A FAULT THAT HAS BEEN ACTIVE DURING THE HOLOCENE EPOCH OF GEOLOGIC TIME.
- NO OWNER OR TENANT SHALL OBSTRUCT A DRAINAGE EASEMENT OR CHANNEL WITHIN THE TRACT.
- DRAINAGE FACILITIES OUTSIDE THE DEDICATED STREET RIGHT-OF-WAYS ARE TO BE PRIVATE AND MAINTAINED AND PERPETUALLY FUNDED PER THE JOINT MAINTENANCE AGREEMENT UNLESS THEY ARE IN A MINIMUM 15 FOOT EASEMENT AND REPER WITH CONCRETE OR PVC PIPE.
- NO FENCES SHALL BE ALLOWED WITHIN OR ACROSS ANY DRAINAGE OR UTILITY EASEMENT MAINTAINED BY WASHOE COUNTY.
- A 10.00 FOOT PUBLIC UTILITY, TRAFFIC CONTROL SIGNAGE, SIDEWALK AND PLOWED SNOW STORAGE EASEMENT IS HEREBY GRANTED ADJACENT TO ALL STREET RIGHT OF WAYS. THE 10.00 FOOT PLOWED SNOW STORAGE EASEMENT IS FOR PLOWED SNOW FROM THE STREET RIGHT OF WAY ONLY.
- A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH LOT FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT LOT AND THE RIGHT TO EXT THAT LOT WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT LOTS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY. IN ADDITION, ALL SIDE PROPERTY LINES SHALL HAVE A PUBLIC UTILITY EASEMENT AND PRIVATE DRAINAGE EASEMENT 10 FEET IN WIDTH CENTERED ABOUT THE PROPERTY LINE. ALSO, ALL REAR PROPERTY LINES SHALL HAVE A PUBLIC UTILITY EASEMENT AND PRIVATE DRAINAGE EASEMENT 5 FEET IN WIDTH LOCATED WITHIN THE LOT, ADJACENT TO THE REAR PROPERTY LINE.
- THE PUBLIC UTILITY EASEMENTS SHOWN AND NOTED ON THIS PLAT INCLUDE USE FOR THE INSTALLATION AND MAINTENANCE OF CABLE TELEVISION FACILITIES.
- LANDSCAPING IMPROVEMENTS WITHIN MEDIAN CURBS OR WITHIN OR ADJACENT TO ROAD RIGHT-OF-WAYS, SHALL BE PERPETUALLY FUNDED AND PRIVATELY MAINTAINED PER THE JOINT MAINTENANCE AGREEMENT.
- NO DIRECT ACCESS FROM INDIVIDUAL LOTS SHALL BE ALLOWED ONTO SR 431 OR BARGARY WAY.
- NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED UNTIL THE WATER AND SEWER FACILITIES HAVE BEEN COMPLETED AND ACCEPTED BY THE WASHOE COUNTY UTILITY DIVISION.

REFERENCES

- RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT BETWEEN SMO-HBC, L.L.C. AND VELDA WARREN, SURVEY MAP 4648, FILED NOVEMBER 8, 2005.
 - 2ND PARCEL MAP FOR VELDA WARREN, PARCEL MAP 4037, FILED JUNE 27, 2003.
 - PARCEL MAP FOR VELDA WARREN, PARCEL MAP 4036, FILED JUNE 27, 2003.
 - RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT FOR VELDA WARREN, JASON AND KARLA WARRAVEL AND GORDON AND CECALE PETERS, SURVEY MAP 3536, FILED DECEMBER 18, 1998.
 - RECORD OF SURVEY FOR RUTH A. WARD, SURVEY MAP 2219, FILED SEPTEMBER 27, 1990.
 - PARCEL MAP FOR WHITE CREEK RANCH AND CATTLE CO., PARCEL MAP 1824, FILED APRIL 18, 1984.
 - PARCEL MAP FOR HADSHEN AND NOSRAT KHALUHI, PARCEL MAP 812, FILED AUGUST 15, 1979.
- ALL DOCUMENTS ABOVE ARE PART OF OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.



TYPICAL LOT EASEMENTS (NOT TO SCALE)



TOTAL NUMBER OF LOTS = 10
 TOTAL LOT AREA = 3.47 AC.±
 TOTAL RIGHT OF WAY AREA = 37,599 SQ. FT.±
 TOTAL AREA = 4.33 AC.±

SCALE: 1"=50'

3536729

OFFICIAL PLAT OF
BUTCH CASSIDY ESTATES
 A COMMON INTEREST COMMUNITY
 THIS IS A MERGER AND RESUBDIVISION PER NRS 278
 A DIVISION OF PARCEL B OF R.O.S. 4646
 AND A PORTION OF PARCEL A OF P.M. 912
 SITUATE WITHIN A PORTION OF THE SE 1/4 OF SECTION 30
 AND THE NE 1/4 OF SECTION 31, T18N, R20E, MDM
 WASHOE COUNTY NEVADA

RE:\DWG\3536729_ButchCassidy\Survey\ButchCassidy_PLAT.DWG

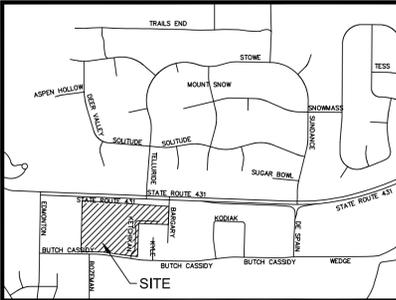
SUMMIT
 ENGINEERING
 CORPORATION

2010 W. HUNTER AVENUE, SUITE 100
 PHOENIX, AZ 85027
 PHONE: (602) 744-8888 FAX: (602) 744-8899

SHEET 2
 OF 2

CUMULATIVE INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

CUMULATIVE INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP



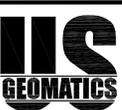
VICINITY MAP
(1" = 1000')

LEGEND:

- SUBJECT TRACT PROPERTY LINES
- - - ADJACENT PROPERTY LINES
- - - RIGHT-OF-WAY CENTERLINES
- - - EASEMENT LINES
- FOUND PROPERTY CORNER AS NOTED
- DIMENSION POINT, NOTHING FOUND OR SET
- - - FENCELINE
- - - OVERHEAD WIRES
- - - TREE LINE
- UTILITY POLE
- ★ LIGHTPOST
- ⊕ FIRE HYDRANT
- ⊗ WATER METER
- ⊕ WATER VALVE
- ⊕ GAS VALVE
- ⊕ SANITARY SEWER MANHOLE
- ⊕ STORM DRAIN MANHOLE
- ⊕ CATCH BASIN
- ⊕ DROP INLET
- ⊕ MISCELLANEOUS/ UNKNOWN MANHOLE
- ⊕ ELECTRIC METER
- ⊕ TELEPHONE PEDESTAL
- ⊕ IRRIGATION VALVE BOX
- ⊕ STREET LIGHT UTILITY BOX
- ⊕ CABLE TELEVISION UTILITY BOX
- ⊕ MAILBOX
- ⊕ SIGN
- ⊕ POST
- ⊕ BUSH
- ⊕ TREE
- ▨ ASPHALT
- ▨ CONCRETE
- P.D.E. PRIVATE DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- S.D.E. STORM DRAINAGE EASEMENT
- W.C.E. WASHOE COUNTY EASEMENT
- W.L.E. WATER LINE EASEMENT

NOTES:

- 1) BASIS OF BEARING:
NORTH WAS ESTABLISHED WITH GPS OBSERVATIONS (NEVADA STATE PLANE COORDINATES, WEST ZONE, NAD83).
- BASIS OF ELEVATION:
THE VERTICAL DATUM FOR THIS SURVEY WAS ESTABLISHED USING GPS OBSERVATIONS OF RENO BENCHMARK NO. 3086, WHICH HAS AN ELEVATION OF 4510.30 FEET (NAVD88) ACCORDING TO DATA PUBLISHED ONLINE BY THE CITY OF RENO.
- 2) ALL COORDINATES AND DISTANCES SHOWN HEREON HAVE GROUND VALUES. THE WASHOE COUNTY COMBINED FACTOR OF 0.999802100 WAS USED TO SCALE GRID COORDINATES TO GROUND COORDINATES.
GROUND-TO-GRID SCALE FACTOR = 0.999802100
GRID-TO-GROUND SCALE FACTOR = 1.000197839
- 3) THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY, AND SHOULD NOT BE REFERRED TO OR USED AS SUCH.
- 4) THE FIELD WORK FOR THIS SURVEY WAS COMPLETED ON JUNE 6, 2017.



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Rev.	Date	Description
1	09-21-2017	REVISED THE VARIOUS EXISTING EASEMENTS

TECTONICS DESIGN GROUP
TOPOGRAPHIC SITE PLAN FOR DORAL ACADEMY OF NORTHERN NEVADA
A PORTION OF THE S 1/2 OF SECTION 30 & THE NE 1/4 OF SECTION 31, T.18N., R.20E., M.D.M.
NEVADA
WASHOE COUNTY

Project No:	184-08-17
Date:	08-23-17
Drawn by:	EMG
Designed by:	
Checked by:	
Horizontal scale:	1" = 40'
Vertical scale:	1" = 40' CONTOURS
Projection:	
Horizontal datum:	NAD83
Vertical datum:	NAVD88

SHEET
1 OF 1