

# **BOULDER BAY**

## **ROADWAY ABANDONMENT AND VARIANCE REQUEST**

PREPARED FOR:

**Boulder Bay, LLC**

PREPARED BY:



**ORIGINAL SUBMITTAL: FEBRUARY 8, 2021**

**AMENDED: APRIL 8, 2021**

**PROJECT: 17042.07**

## 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.

<b>Project Information</b>		Staff Assigned Case No.: _____	
Project Name:			
Project Description:			
Project Address:			
Project Area (acres or square feet):			
Project Location (with point of reference to major cross streets <b>AND</b> area locator):			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
Indicate any previous Washoe County approvals associated with this application: Case No.(s).			
<b>Applicant Information</b> (attach additional sheets if necessary)			
<b>Property Owner:</b>		<b>Professional Consultant:</b>	
Name:		Name:	
Address:		Address:	
Zip:		Zip:	
Phone:                      Fax:		Phone:                      Fax:	
Email:		Email:	
Cell:                              Other:		Cell:                              Other:	
Contact Person:		Contact Person:	
<b>Applicant/Developer:</b>		<b>Other Persons to be Contacted:</b>	
Name:		Name:	
Address:		Address:	
Zip:		Zip:	
Phone:                      Fax:		Phone:                      Fax:	
Email:		Email:	
Cell:                              Other:		Cell:                              Other:	
Contact Person:		Contact Person:	
<b>For Office Use Only</b>			
Date Received:                      Initial:		Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

# EXHIBIT 1

## Boulder Bay Property Owners

<u>Owner</u>	<u>Site Address</u>	<u>APN</u>	<u>Acreage</u>
Boulder Bay	0 Wassou Road	123-071-04	0.64
Boulder Bay	47 Reservoir	123-054-01	1.00
Boulder Bay	101 Lake View Ave	123-053-04	0.18
Boulder Bay	0 Wassou Road	123-053-02	1.42
Boulder Bay	5 State Route 28	123-052-04	3.23
Boulder Bay	5 State Route 28	123-052-02	0.28
Boulder Bay	0 State Route 28	123-052-03	0.28
Big Water Investments, Inc.	1 Big Water Drive	123-291-01	2.77
United States of America - Forest Servi	0 Lake View Ave	123-053-06	1.24

# Abandonment Application Supplemental Information

(All required information may be separately attached)

1. What and where is the abandonment that is being requested?

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

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

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

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?

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.)

* Yes	* 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.



# Variance Application Supplemental Information

(All required information may be separately attached)

1. What provisions of the Development Code (e.g. front yard setback, height, etc.) must be waived or varied to permit your request?

**You must answer the following questions in detail. Failure to provide complete and accurate information will result in denial of the application.**

2. What are the topographic conditions, extraordinary or exceptional circumstances, shape of the property or location of surroundings that are unique to your property and, therefore, prevent you from complying with the Development Code requirements?

3. What steps will be taken to prevent substantial negative impacts (e.g. blocking views, reducing privacy, decreasing pedestrian or traffic safety, etc.) to other properties or uses in the area?

4. How will this variance enhance the scenic or environmental character of the neighborhood (e.g. eliminate encroachment onto slopes or wetlands, provide enclosed parking, eliminate clutter in view of neighbors, etc.)?

5. What enjoyment or use of your property would be denied to you that is common to other properties in your neighborhood?

6. Are there any restrictive covenants, recorded conditions or deed restrictions (CC&Rs) that apply to the area subject to the variance request?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, please attach a copy.
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7. How is your current water provided?

8. How is your current sewer provided?

# Property Owner Affidavit

**Applicant Name:** Boulder Bay, 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, Roger A. Wittenberg  
(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 Building.

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

Assessor Parcel Number(s): 123-071-04, 123-054-01, 123-053-02 & 123-053-04, 123-052-02, -03, & -04

Printed Name Roger A. Wittenberg

Signed Roger A. Wittenberg

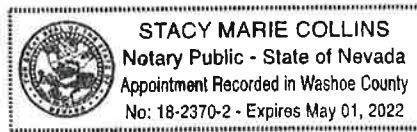
Address 563 Knotty Pine Dr Incline Village  
NV 89451

Subscribed and sworn to before me this  
5 day of February, 2021

(Notary Stamp)

Washoe County Nevada  
Notary Public in and for said county and state

My commission expires: May 01, 2022



\*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

# Property Owner Affidavit

**Applicant Name:** Big Water Investments, 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, Roger A. Wittenberg  
(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 Building.

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

Assessor Parcel Number(s): 123-291-01

Printed Name Roger A. Wittenberg

Signed Roger A. Wittenberg

Address 563 Knott & Pine Dr. Incline Village  
NV 89451

Subscribed and sworn to before me this  
5 day of February, 2021.

(Notary Stamp)

Washoe County Nevada  
Notary Public in and for said county and state



My commission expires: May 01, 2022

\*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

RECORDING REQUESTED BY:

US Department of Agriculture  
Forest Service

WHEN RECORDED MAIL TO:

USDA-Forest Service  
Lake Tahoe Basin Management Unit  
Attn: Kim Felton  
35 College Drive  
South Lake Tahoe, CA 96150

I  
I  
I

REAL PROPERTY TRANSFER TAXES EXEMPT

(R&T Code 1191 I) I  
Declared: DANELLE D, HARRISON I  
Acting Forest Supervisor I  
By and For: Forest Service (USDA) I

QUIT CLAIM DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ between the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, and County of Washoe, State of Nevada, hereinafter called Grantee.

WITNESSETH: The Grantor is authorized to convey certain National Forest System lands by the Adjustment of Land Title Act of July 8, 1943 (57 Stat. 388; P. L. 78-120).

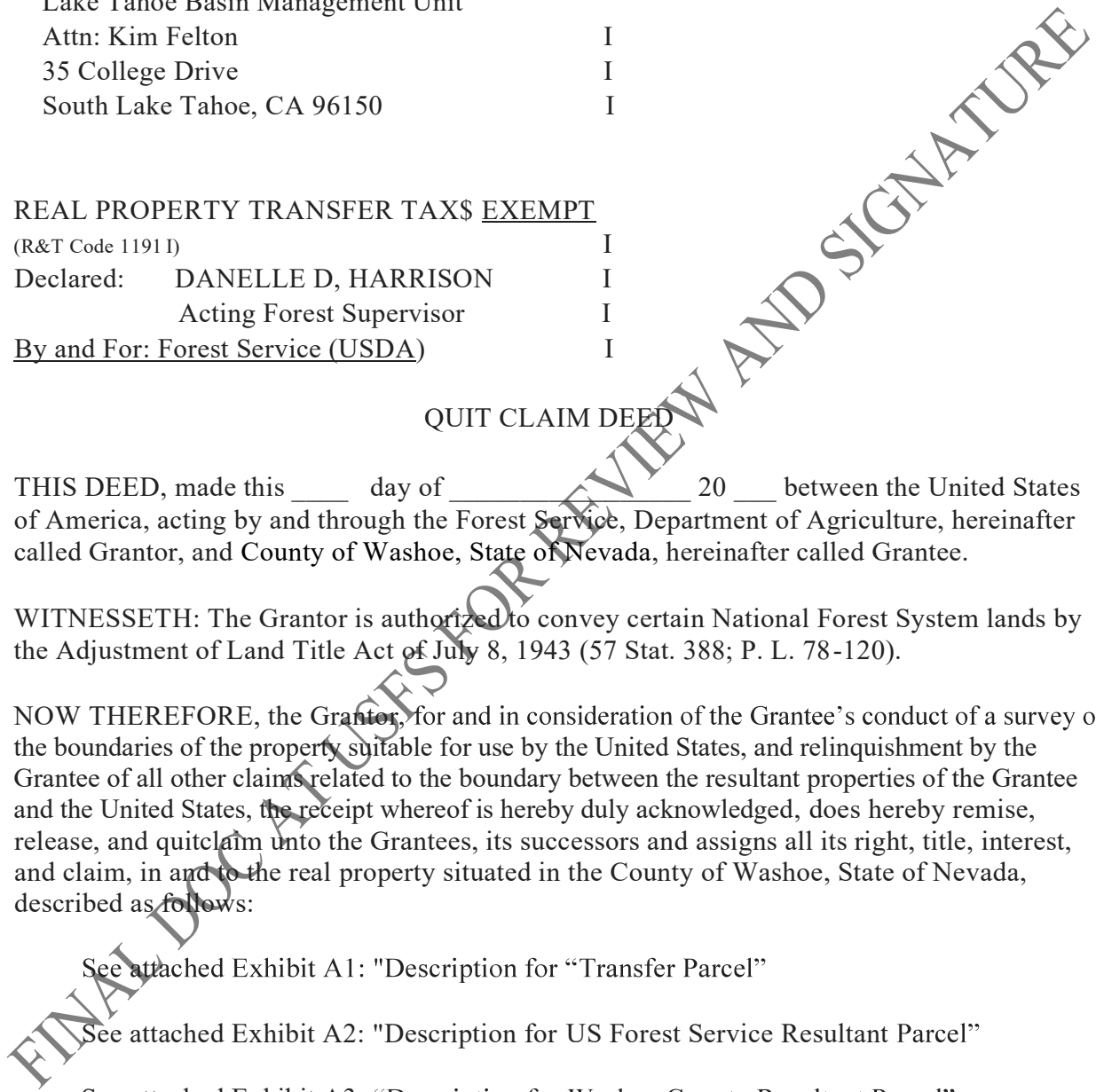
NOW THEREFORE, the Grantor, for and in consideration of the Grantee's conduct of a survey of the boundaries of the property suitable for use by the United States, and relinquishment by the Grantee of all other claims related to the boundary between the resultant properties of the Grantee and the United States, the receipt whereof is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantees, its successors and assigns all its right, title, interest, and claim, in and to the real property situated in the County of Washoe, State of Nevada, described as follows:

See attached Exhibit A1: "Description for "Transfer Parcel"

See attached Exhibit A2: "Description for US Forest Service Resultant Parcel"

See attached Exhibit A3: "Description for Washoe County Resultant Parcel"

See attached Exhibit A4: "Plat to Accompany Description for Boundary Line Adjustment"



IN WITNESS WHEREOF, the Grantor, by its duly authorized representative has executed this deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.42 and 49 F.R. 34283, August 29, 1984.

UNITED STATES OF AMERICA

BY: \_\_\_\_\_  
JAMES J. BACON  
Director of Public Services  
Pacific Southwest Region  
Forest Service  
United States Department of Agriculture

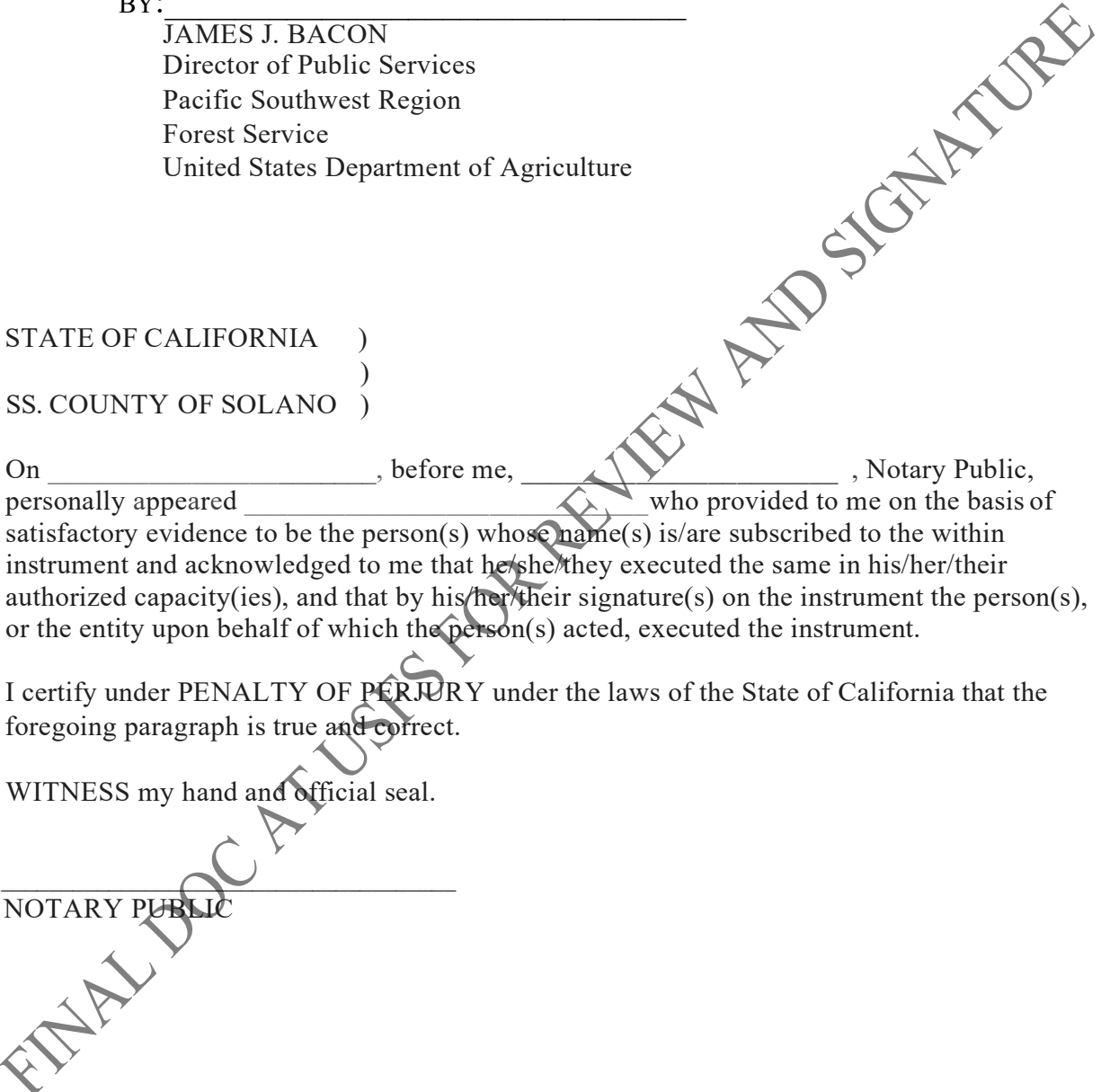
STATE OF CALIFORNIA    )  
  )  
SS. COUNTY OF SOLANO    )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who provided 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT A1**

**LEGAL DESCRIPTION  
TRANSFER PARCEL**

All that certain real parcel of land, situate within a portion of the Southwest one-quarter (SW 1/4) of Section Nineteen (19), Township Sixteen (16) North, Range Eighteen(18) East, M.D.M., lying within the County of Washoe, State of Nevada, more particularly described as follows:

COMMENCING at the southwest corner of Grant Deed Document No. 2665643, recorded March 19, 2002, Official Records of Washoe County, Nevada; thence South 10°04'16" West, 202.95 feet to the True Point of Beginning, said point being further described as lying on the westerly right-of-way line of Lake View Ave and the northerly line of Grant Deed Document No. 1217858, recorded January 8, 1989, Official Records, Washoe County, Nevada;

Thence departing said northerly line South 89°47'22" East, 30.23 feet to a point on the easterly right-of-way of Lake View Ave, being further described as the westerly line of Parcel 1 of Grant Deed Document No. 3548445, recorded June 27, 2007, Official Records of Washoe County, Nevada;

Thence along said easterly line South 1°30'26" West, 310.00 feet to a point on the northerly right-of-way of Reservoir Road, being further described as the southwest corner of Parcel 1 of Grant Deed Document No. 3548445;

Thence along the northerly line of Reservoir Road South 89°47'22" East, 140.00 feet to a point on the westerly right-of-way of Wassou Road, being further described as the southeast corner of Parcel 1 of Deed Document No. 3548445;

Thence along the westerly line of Wassou Road North 1°30'26" East, 310.00 feet to a point on the southerly terminus of Wassou Road, a varying width Washoe County public right-of-way;

Thence along said southerly terminus South 89°47'22" East 40.01 feet to a point on the easterly right-of-way of Wassou Road, being further described as the westerly line of Condominium Tract Map No. 5287, recorded October 5, 2018, as Filing No. 4856410, Official Records of Washoe County, Nevada;

Thence along said westerly line South 1°30'26" West, 348.41 feet to a point on the southerly right-of-way of Reservoir Road, being further described as the southwest corner of Common Area Parcel of Condominium Tract Map No. 5287;

Thence along the southerly line of Reservoir Road North 89°12'30" West, 88.48 feet;

Thence South 5°02'28" West, 0.65 feet;

Thence South 89°50'28" West, 126.14 feet to a point on the westerly right-of-way of Lake View Ave, being further described as the southeast corner of Grant Deed Document No. 335917, recorded April 24, 1961, Official Records of Washoe County, Nevada;

Thence along said easterly line North 1°22'28" East, 115.00 feet to the northeast corner of Document No. 335917;

Thence along the easterly line North 89°50'28" East, 4.68 feet to the southeast corner of Grant Deed Document No. 3331522, recorded January 3, 2006 Official Records of Washoe County, Nevada.

Thence along the easterly line of Document No. 3331522 North 1°30'26" East, 233.94 feet to the POINT OF BEGINNING, containing 30,344 square feet of land, more or less.

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Kevin L. German, PLS 20461  
CFA Inc.  
1150 Corporate Blvd.  
Reno, NV 89502

**EXHIBIT A2**

**LEGAL DESCRIPTION  
USFS RESULTANT PARCEL**

All that certain real parcel of land, situate within a portion of the Southwest one-quarter (SW 1/4) of Section Nineteen (19), Township Sixteen (16) North, Range Eighteen(18) East, M.D.M., lying within the County of Washoe, State of Nevada, more particularly described as follows:

COMMENCING at a 5/8" rebar marking the southwest corner of Grant Deed Document No. 2665643, recorded March 19, 2002, Official Records of Washoe County, Nevada; thence South 10°04'16" West, 202.95 feet to a point on the westerly right-of-way line of Lakeview Ave and the true POINT OF BEGINNING, said point being further described as the northerly line of Grant Deed Document No. 1217858, recorded January 8, 1989, Official Records, Washoe County, Nevada;

Thence along said westerly right-of-way line South 1°30'26" West, 135.00 feet to a point on the southerly line, being further described as the northeast corner of Deed Document No.3331522, recorded January 3, 2006, Official Records, Washoe County, Nevada;

Thence along the northerly line of Document No. 3331522 to its northwest corner, North 89°47'22" West, 165.53 feet. Said point being further described as lying on the Nevada/California state line. A 1-1/2" iron pipe and cap designated "LS 2206 1992" was found S80°43'14"E, 0.46 feet from this position;

Thence along said state line, North 1°03'52" East, 134.98 feet to the southwest corner of Deed Document No. 1138513, recorded February 9, 1987, Official Records, Washoe County, Nevada;

Thence departing said state line along the southerly line of Document No. 1138513, South 89°47'22" East, 166.57 feet to the POINT OF BEGINNING, containing 22,411 square feet of land, more or less.

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Kevin L. German, PLS 20461  
CFA Inc.  
1150 Corporate Blvd.  
Reno, NV 89502



**EXHIBIT A3**

**LEGAL DESCRIPTION  
WASHOE COUNTY RESULTANT PARCEL**

All that certain real parcel of land, situate within a portion of the Southwest one-quarter (SW 1/4) of Section Nineteen (19), Township Sixteen (16) North, Range Eighteen(18) East, M.D.M., lying within the County of Washoe, State of Nevada, more particularly described as follows:

COMMENCING at the southwest corner of Grant Deed Document No. 2665643, recorded March 19, 2002, Official Records of Washoe County, Nevada; thence South 10°04'16" West, 202.95 feet to the True Point of Beginning, said point being further described as lying on the westerly right-of-way line of Lake View Ave and the northerly line of Grant Deed Document No. 1217858, recorded January 8, 1989, Official Records, Washoe County, Nevada;

Thence departing said northerly line South 89°47'22" East, 30.23 feet to a point on the easterly right-of-way of Lake View Ave, being further described as the westerly line of Parcel 1 of Grant Deed Document No. 3548445, recorded June 27, 2007, Official Records of Washoe County, Nevada;

Thence along said easterly line South 1°30'26" West, 310.00 feet to a point on the northerly right-of-way of Reservoir Road, being further described as the southwest corner of Parcel 1 of Grant Deed Document No. 3548445;

Thence along the northerly line of Reservoir Road South 89°47'22" East, 140.00 feet to a point on the westerly right-of-way of Wassou Road, being further described as the southeast corner of Parcel 1 of Deed Document No.3548445;

Thence along the westerly line of Wassou Road North 1°30'26" East, 460.51 feet;

Thence continuing along said westerly line along the arc of a tangent curve to the right, having a radius of 2392.94 feet, through the central angle of 1°11'15", a distance of 49.60 feet to the southeast corner of Grant Deed Document No. 2665643, recorded March 19, 2002, Official Records of Washoe County, Nevada;

Thence continuing along said westerly line along the arc of a tangent curve to the right, having a radius of 2392.94 feet, through the central angle of 2°23'40", a distance of 100.00 feet to the southeast corner of Grant Deed Document No. 1437957, recorded November 1, 1990, Official Records of Washoe County, Nevada;

Thence along said westerly line along the arc of a tangent curve to the right, having a radius of 2392.94 feet, through the central angle of 2°24'10", a distance of 100.35 feet to the southeast corner of Grant Deed Document No. 1444645, recorded December 3, 1990, Official Records of Washoe County, Nevada;

Thence along said westerly line along the arc of a tangent curve to the right, having a radius of 2392.94 feet, through the central angle of 2°24'48", a distance of 100.79 feet to the southeast corner of Grant Deed Document No. 4431465, recorded February 2, 2015, Official Records of Washoe County, Nevada;

Thence along said westerly line along the arc of a tangent curve to the right, having a radius of 2392.94 feet, through the central angle of  $2^{\circ}25'44''$ , a distance of 101.45 feet to the southeast corner of Grant

Nevada;

distance of 157.59 feet to the northeast corner of Deed Document No. 1135131;

Thence along the prolongation of the northerly line South  $89^{\circ}33'34''$  East, 5.66 feet to a point on the easterly right-of-way of Wassou Road, being further described as the westerly line of Parcel 4 of Record of Survey Map No. 4509, recorded December 21, 2004, as Filing No. 3146107, Official Records of Washoe County, Nevada;

Thence along said easterly line South  $15^{\circ}13'26''$  West, 289.76 feet;

Thence continuing along said easterly line along the arc of a tangent curve to the left, having a radius of 2352.94 feet, through the central angle of  $13^{\circ}43'00''$ , a distance of 563.30 feet to a point on the easterly right-of-way of Wassou Road, being further described as the westerly line of Condominium Tract Map No. 5287, recorded October 5, 2018, as Filing No. 4856410, Official Records of Washoe County, Nevada;

Thence along said westerly line South  $1^{\circ}30'26''$  West, 498.06 feet to a point on the southerly right-of-way of Reservoir Road, being further described as the southwest corner of Common Area Parcel of Condominium Tract Map No. 5287;

Thence along the southerly line of Reservoir Road North  $89^{\circ}12'30''$  West, 88.48 feet;

Thence South  $5^{\circ}02'28''$  West, 0.65 feet;

Thence South  $89^{\circ}50'28''$  West, 126.14 feet to a point on the westerly right-of-way of Lake View Ave, being further described as the southeast corner of Grant Deed Document No. 335917, recorded April 24, 1961, Official Records of Washoe County, Nevada;

Thence along said easterly line North  $1^{\circ}22'28''$  East, 115.00 feet to the northeast corner of Document No. 335917;

Thence along the easterly line North 89°50'28" East, 4.68 feet to the southeast corner of Grant Deed Document No. 3331522, recorded January 3, 2006 Official Records of Washoe County, Nevada.

Thence along the easterly line of Document No. 3331522 North 1°30'26" East, 233.94 feet to the POINT OF BEGINNING, containing 68,897 square feet of land, more or less.

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Kevin L. German, PLS 20461  
CFA Inc.  
1150 Corporate Blvd.  
Reno, NV 89502

**OWNER'S CERTIFICATE:**

THE UNDERSIGNED OWNER OF THE AFFECTED PARCELS AS SHOWN ON THIS MAP DOES HEREBY STATE:

- 1. WE HAVE EXAMINED THIS PLAT AND APPROVE AND AUTHORIZE ITS RECORDATION.
2. WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS CREATING ANY EASEMENT WHICH IS SHOWN HEREON.
3. WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS ABANDONING ANY EXISTING EASEMENT PURSUANT TO THE PROVISIONS OF N.R.S. 278.010 TO 278.630, INCLUSIVE AS REQUIRED BY NRS 378.5693.
4. ALL PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID.
5. ANY LENDER WITH AN IMPOUND ACCOUNT FOR THE PAYMENT OF TAXES HAS BEEN NOTIFIED OF THE ADJUSTMENT OF THE BOUNDARY LINE OR THE TRANSFER OF THE LAND.
6. THE PROPERTY OWNERS HEREBY ACCEPT ANY DRAINAGE ONTO THEIR PROPERTY RESULTING FROM THIS BOUNDARY LINE ADJUSTMENT.

USDA FOREST SERVICE
LAKE TAHOE BASIN MANAGEMENT UNIT

SIGNATURE \_\_\_\_\_ PRINT NAME/TITLE \_\_\_\_\_ DATE \_\_\_\_\_

WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT

SIGNATURE \_\_\_\_\_ PRINT NAME/TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**OWNER ACKNOWLEDGEMENTS**

STATE OF \_\_\_\_\_ }
COUNTY OF \_\_\_\_\_ } S.S.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_, 20\_\_\_\_ BY \_\_\_\_\_ OF USDA FOREST SERVICE, LAKE TAHOE BASIN MANAGEMENT UNIT.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**OWNER ACKNOWLEDGEMENTS**

STATE OF \_\_\_\_\_ }
COUNTY OF \_\_\_\_\_ } S.S.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_, 20\_\_\_\_ BY \_\_\_\_\_ OF WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

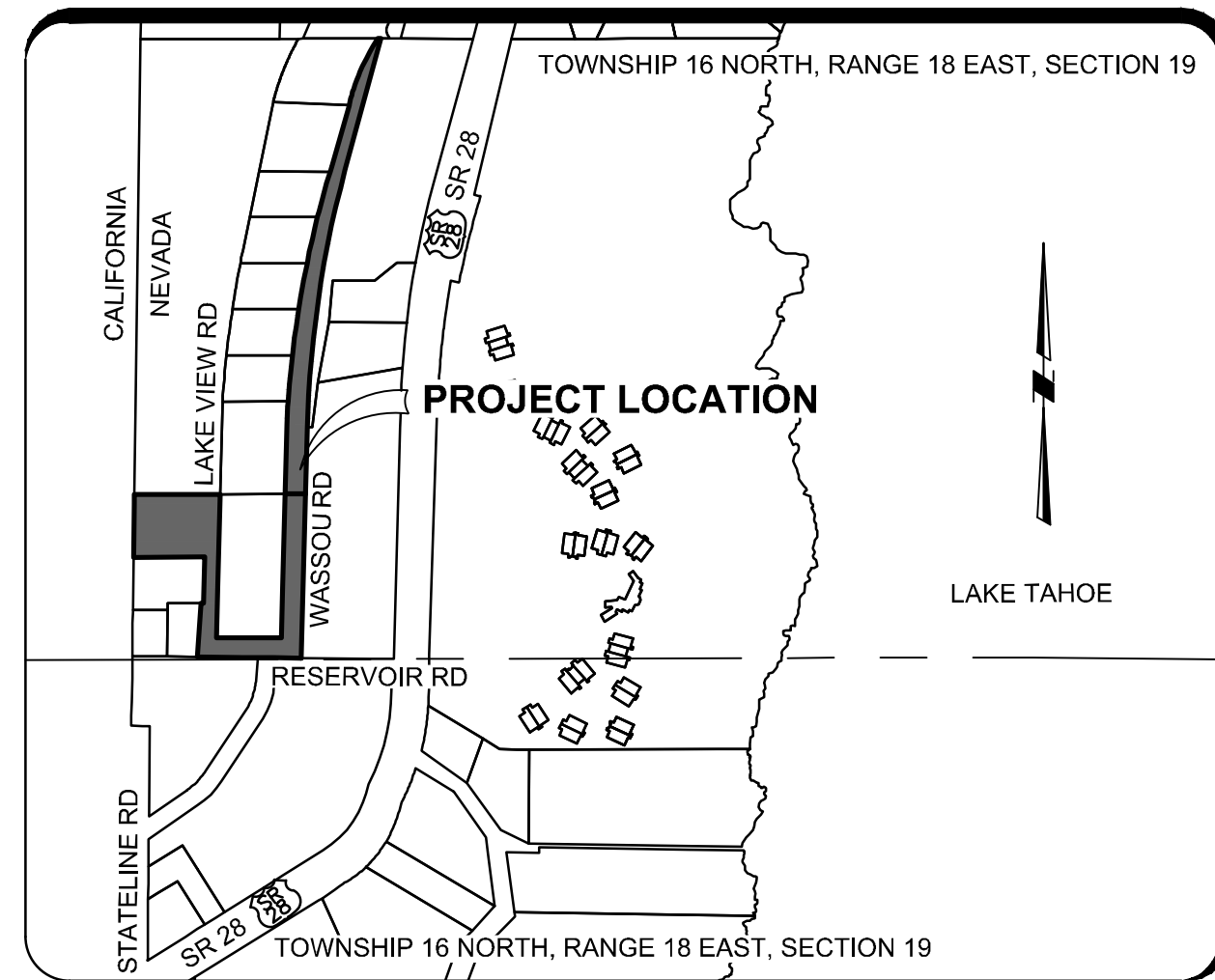
**SURVEYOR'S CERTIFICATE**

I, KEVIN L. GERMAN, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA HEREBY CERTIFY THAT:

- 1. THIS PLAT REPRESENTS THE RESULTS OF A FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE USDA FOREST SERVICE, LAKE TAHOE BASIN MANAGEMENT AND WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT.
2. THE LANDS SURVEYED LIE WITHIN A PORTION OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 18 EAST, M.D.M., WASHOE COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED IN AUGUST 2019.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
4. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.
5. I HAVE PERFORMED A FIELD SURVEY SUFFICIENT TO LOCATE AND IDENTIFY PROPERLY THE PROPOSED BOUNDARY LINE ADJUSTMENT.
6. ALL CORNERS AND ANGLE POINTS OF THE ADJUSTED BOUNDARY LINE HAVE BEEN DEFINED BY MONUMENTS OR WILL BE OTHERWISE DEFINED ON A DOCUMENT OF RECORD AS REQUIRED BY NRS 625.340.
7. THIS MAP IS NOT IN CONFLICT WITH THE PROVISIONS OF NRS 278.010 TO 278.630, INCLUSIVE.



KEVIN L. GERMAN, PLS 20461



VICINITY MAP
NOT TO SCALE

**TITLE COMPANY CERTIFICATE** APN: 123-053-06

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT USDA FOREST SERVICE, LAKE TAHOE MANAGEMENT UNIT, OWNS OF RECORD AN INTEREST IN THE LANDS DELINEATED HEREON, AND THAT THEY ARE THE ONLY OWNERS OF RECORD OF SAID LAND; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LAND TO BE DIVIDED; EXCEPT PER DEED OF TRUST AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON FOR DELINQUENT STATE, COUNTY, MUNICIPAL FEDERAL OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS, AS OF \_\_\_\_\_, 2020.

FIRST CENTENNIAL TITLE COMPANY OF NEVADA

ORDER NO. 238608-RT

SIGNATURE \_\_\_\_\_ PRINT NAME/TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**TITLE COMPANY CERTIFICATE** APN: UNAVAILABLE (FORMER WC 123-071-31)

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT, OWNS OF RECORD AN INTEREST IN THE LANDS DELINEATED HEREON, AND THAT THEY ARE THE ONLY OWNERS OF RECORD OF SAID LAND; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LAND TO BE DIVIDED; EXCEPT PER DEED OF TRUST AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON FOR DELINQUENT STATE, COUNTY, MUNICIPAL FEDERAL OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS, AS OF \_\_\_\_\_, 2020.

FIRST CENTENNIAL TITLE COMPANY OF NEVADA

ORDER NO. 249115-RT

SIGNATURE \_\_\_\_\_ PRINT NAME/TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**DISTRICT BOARD OF HEALTH CERTIFICATE**

THIS MAP IS APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES. THIS MAP HAS BEEN FOUND TO MEET ALL APPLICABLE REQUIREMENTS AND PROVISIONS OF THE ENVIRONMENTAL HEALTH SERVICES DIVISION OF THE WASHOE COUNTY HEALTH DISTRICT.

FOR THE DISTRICT BOARD OF HEALTH \_\_\_\_\_ PRINT NAME/TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**TAXATION CERTIFICATE** APN: 123-053-06 AND APN: UNAVAILABLE (FORMER WC 123-071-31)

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PROPERTY TAXES ON THE 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 AGRICULTURE USE HAS BEEN PAID PURSUANT TO NRS 361A.265.

WASHOE COUNTY TREASURER

SIGNATURE \_\_\_\_\_ PRINT NAME/TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**GOVERNING AGENCY CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS MAP HAS BEEN REVIEWED AND APPROVED BY WASHOE COUNTY.

WAYNE HANDROCK, PLS 20464
WASHOE COUNTY SURVEYOR

**NOTES**

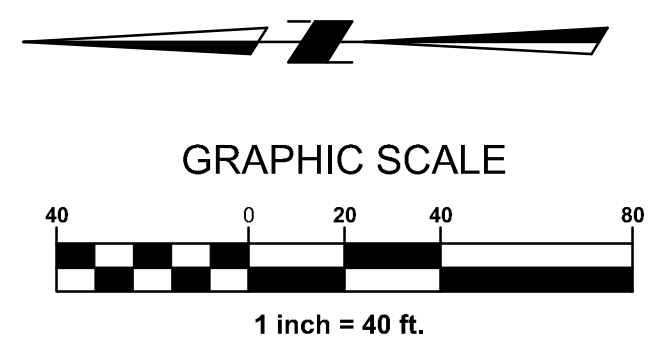
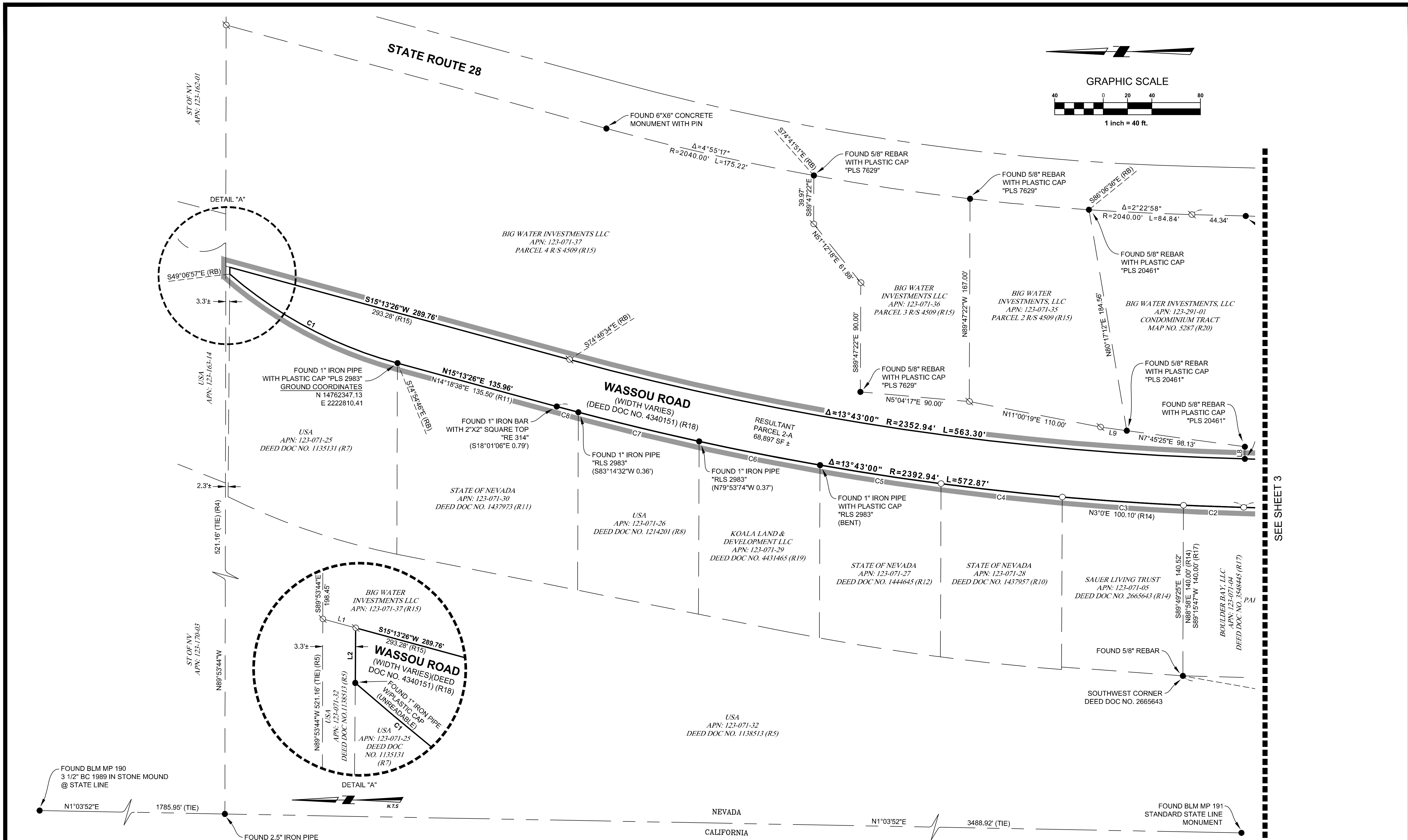
- 1. THIS RECORD OF SURVEY SHOWS THE RESULT OF A BOUNDARY LINE ADJUSTMENT DEED RECORDED AS DOCUMENT NO. \_\_\_\_\_, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
2. NO ADDITIONAL PARCELS ARE BEING CREATED AS RESULT OF THIS BOUNDARY LINE ADJUSTMENT.
3. THIS RECORD OF SURVEY IS NOT IN CONFLICT WITH N.R.S. CHAPTERS 278.010 TO 278.630, INCLUSIVE, AS THE PARCELS SHOWN ARE A REARRANGEMENT OF EXISTING PARCELS.
4. THIS RECORD OF SURVEY IS IN CONFORMANCE WITH N.R.S. CHAPTER 625.340.
5. PUBLIC UTILITY AND CABLE TV EASEMENTS EXIST WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY AND CABLE TV FACILITIES TO THAT PARCEL AND THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING OTHER PARCELS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD, AT THAT TIME, AND THE UTILITY AND CABLE TV COMPANIES.
6. PER SPPCO & BELL TELEPHONE CO. EASEMENT DOC NO. 641779, RECORDED NOVEMBER 15, 1979, BK 1450, PG 750, AN EASEMENT TO CONSTRUCT, OPERATE & MAINTAIN ELECTRIC POWER & COMMUNICATION LINES & INCIDENTAL PURPOSES WAS GRANTED. EASEMENT IS A PORTION OF WASSOU ROAD AND BLANKET IN NATURE.
7. A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS WITHIN EACH PARCEL AS SHOWN FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.
8. THIS MAP DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD.

**REFERENCES**

- 1. TRACT MAP NO. 214 FOR ADDITION TO NEVADA VISTA SUBDIVISION, RECORDED FEBRUARY 6, 1928, AS FILING NO. 42437, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
2. GRANT DEED DOCUMENT NO. 79113, BOOK 111, PAGE 514, RECORDED SEPTEMBER 7, 1937, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
3. ROAD RE-ALIGNMENT DEED DOCUMENT NO. 406693, RECORDED FEBRUARY 12, 1964, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
4. GRANT DEED DOCUMENT NO. 268425, RECORDED DECEMBER 11, 1972, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
5. GRANT DEED DOCUMENT NO. 1138513, RECORDED, FEBRUARY 9, 1987, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
6. GRANT DEED DOCUMENT NO. 335917, BOOK 577, PAGE 684, RECORDED APRIL 24, 1961, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
7. GRANT DEED DOCUMENT NO. 1135131, BOOK 2485, PAGE 136, RECORDED JANUARY 27, 1987, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
8. GRANT DEED DOCUMENT NO. 1214201, BOOK 2664, PAGE 0330, RECORDED DECEMBER 22, 1987, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
9. GRANT DEED DOCUMENT NO. 1217858, BOOK 2672, PAGE, 897, RECORDED JANUARY 8, 1989, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
10. GRANT DEED DOCUMENT NO. 1437957, BOOK 3166, PAGE 0164, RECORDED NOVEMBER 1, 1990, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
11. GRANT DEED DOCUMENT NO. 1437973, BOOK 3166, PAGE 0198, RECORDED NOVEMBER 1, 1990, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
12. GRANT DEED DOCUMENT NO. 1444645, BOOK 3180, PAGE 0896, RECORDED DECEMBER 3, 1990, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
13. US DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CADASTRAL RETRACEMENT, DEPENDANT RESURVEY, AND SUBDIVISION, PLAT NO. 41 1358-B, DATED MAY 19, 1993 OFFICIAL RECORDS OF NEVADA STATE OFFICE.
14. GRANT DEED DOCUMENT NO. 2665643, RECORDED MARCH 19, 2002, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
15. RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT MAP NO. 4509 FOR SIERRA PARK, LLC, RECORDED DECEMBER 21, 2004, AS FILING NO. 3146107, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
16. GRANT DEED DOCUMENT NO. 3331522, RECORDED JANUARY 3, 2006, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
17. GRANT DEED DOCUMENT NO. 3548445, RECORDED JUNE 27, 2007, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
18. QUITCLAIM DEED DOCUMENT NO. 4340151, RECORDED APRIL 1, 2014, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
19. GRANT DEED DOCUMENT NO. 4431465, RECORDED FEBRUARY 2, 2015, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
20. COMMON OPEN SPACE CONDOMINIUM TRACT MAP NO. 5287 FOR GRANITE PLACE, RECORDED OCTOBER 5, 2018, AS FILING NO. 4856410, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.

County Recorder's Certificate section containing recording details, date, and time, and the USDA Forest Service and Washoe County Community Dev. logo and contact information.





CURVE TABLE						
CURVE #	DELTA	RADIUS	LENGTH	(R#) DELTA	(R#) RADIUS	(R#) LENGTH
C1	25°47'49"	350.00'	157.59'	25°49'37" (R7)	350.00' (R7)	157.77' (R7)
C2	1°11'15"	2392.94'	49.60'	1°10'30" (R17)	2392.74 (R17)	49.07' (R17)
C3	2°23'40"	2392.94'	100.00'			
C4	2°24'10"	2392.94'	100.35'	2°24'10" (R10)	2392.74 (R10)	100.35' (R10)
C5	2°24'48"	2392.94'	100.79'	2°24'48" (R12)	2392.74 (R12)	100.80' (R12)
C6	2°25'44"	2392.94'	101.45'	2°25'44" (R19)	2392.74 (R19)	101.44' (R19)
C7	2°26'57"	2392.94'	102.28'	2°26'56" (R8)	2392.74 (R8)	102.28' (R8)
C8	0°26'26"	2392.94'	18.40'	0°27'04" (R11)	2392.74 (R11)	18.84' (R11)

LINE TABLE				
LINE #	DIRECTION	LENGTH	(R#) DIRECTION	(R#) LENGTH
L1	N15°13'26"E	3.52'		
L2	S89°33'34"E	5.66'		
L3	S5°02'28"W	0.65'		
L4	N89°50'28"E	4.68'		
L5	N89°50'28"E	72.34'	N89°58'00"E (R6)	
L6	N0°56'19"E	14.98'	N02°32'27"W (R6)	115.18' (R6)
L7	S89°47'22"E	196.80'		
L8	S89°47'22"E	10.00'		
L9	N7°45'25"E	21.87'		

**RESULTANT PARCEL AREAS**

PARCEL	SQ. FT.	ACRES
PARCEL 1-A	22,411	.51
PARCEL 2-A	68,897	1.58
TOTAL	91,308	2.09



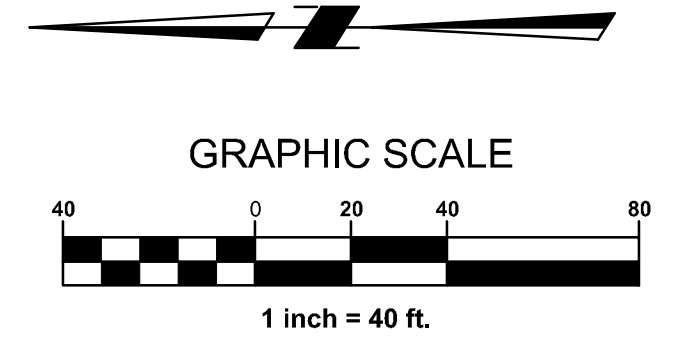
RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR  
**USDA FOREST SERVICE AND WASHOE COUNTY COMMUNITY DEV.**  
 AN ADJUSTMENT OF DEED DOCUMENT NO'S 1217858 AND 4340151 LYING WITHIN THE SE 1/4 OF SEC. 19, T16N, R18E, M.D.M.  
 WASHOE COUNTY NEVADA

**cfa** CFA, INC. LAND SURVEYORS CIVIL ENGINEERS LAND USE PLANNERS  
 1150 CORPORATE BOULEVARD • RENO, NEVADA 89502  
 775-856-1150 MAIN • 775-856-1160 FAX • CFARENO.COM

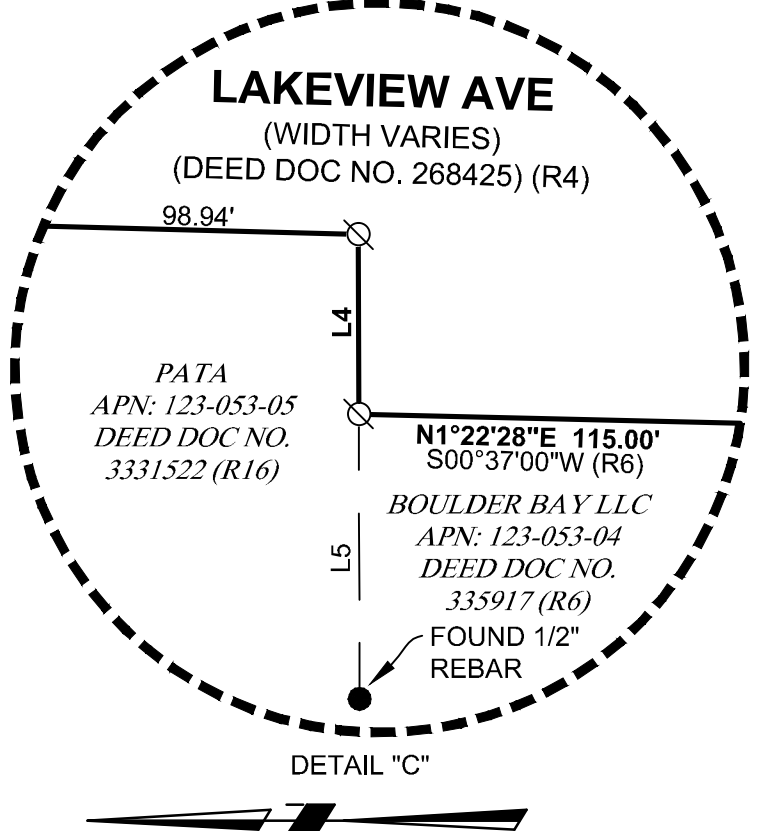
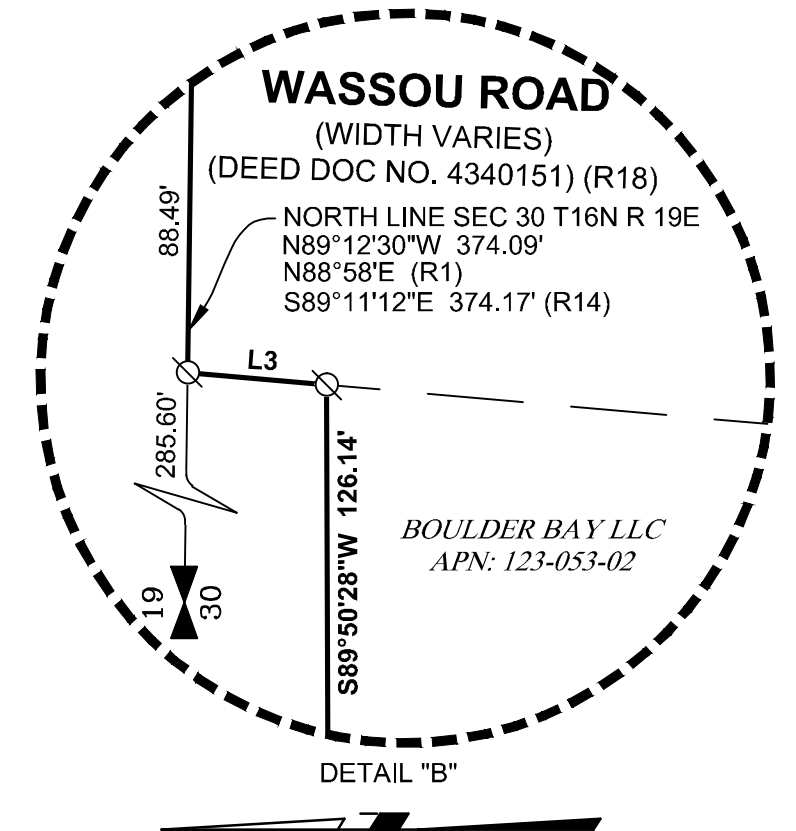
JOB NO. 17042.06  
 DRAWN BY DRS  
 CHECKED BY KLG  
 DATE AUGUST 2019  
 SHEET 2 OF 3



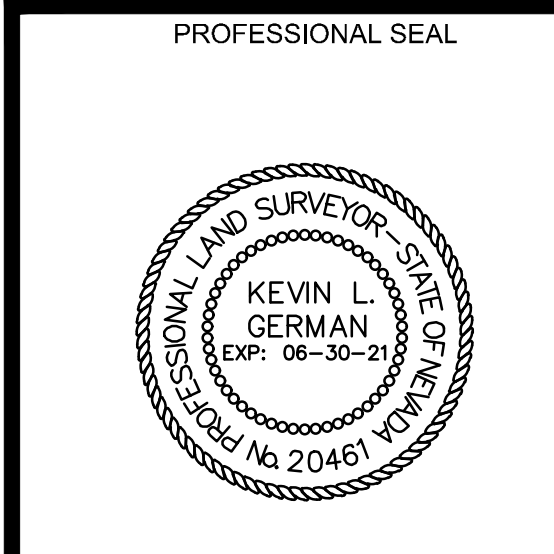
**STATE ROUTE 28**



SEE SHEET 2



**BASIS OF BEARINGS**  
 THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE, WEST ZONE NAD83(94) BASED ON REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS UTILIZING CORRECTIONS FROM THE NORTHERN NEVADA COOPERATIVE REAL TIME NETWORK. COORDINATES AND DISTANCES HEREON ARE AT GROUND LEVEL BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000263.



RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR  
**USDA FOREST SERVICE AND WASHOE COUNTY COMMUNITY DEV.**  
 AN ADJUSTMENT OF DEED DOCUMENT NO'S 1217858 AND 4340151 LYING WITHIN THE SE 1/4 OF SEC. 19, T16N, R18E, M.D.M.  
 WASHOE COUNTY NEVADA

	JOB NO.	17042.06
	DRAWN BY	DRS
	CHECKED BY	KLG
	DATE	AUGUST 2019
SHEET		3
OF		3

PROJECT NARRATIVE

# EXHIBIT A

**Project Narrative (Tab A) - Table of Contents**

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**Exhibits**

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## **Project Narrative**

### **Property Location**

The Boulder Bay property is located in Crystal Bay, Nevada at the California state line. The subject property associated with this application request is part of the planned rejuvenation of the Tahoe Biltmore property. The parcels and ownership that are adjacent to the proposed abandoned roadway sections include the following Assessor's Parcel Numbers.

123-071-04 (Boulder Bay, LLC)

123-052-02, 03 & 04 (Boulder Bay, LLC)

123-053-02 & 04 (Boulder Bay, LLC)

123-054-01 (Boulder Bay, LLC)

123-291-01 (Big Water Investments Parcel – Common Area around Building A)

123-053-06 (USFS parcel that has been requested for Boundary Line Adjustment to separate the roadway portion for Washoe County Ownership and ultimate abandonment with this request)

A vicinity map is provided on page 2 showing the parcels adjacent to the sections of road that are requested for abandonment with this application.

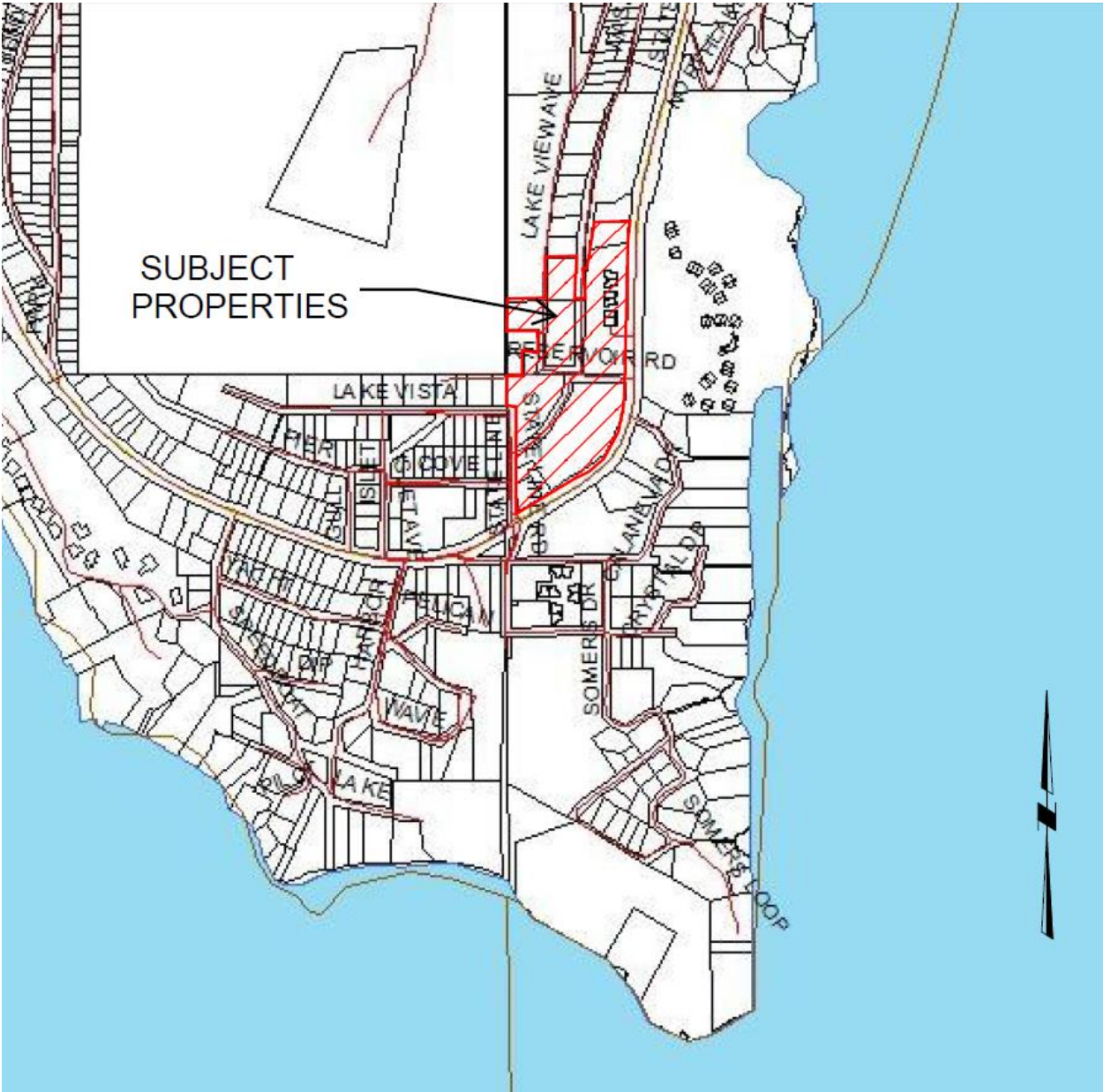
Property Ownership – all of the parcels adjacent to the roadway sections or slivers of sections where abandonment is sought are owned by either Boulder Bay, LLC or Big Water Investment, LLC with the exception of one parcel (APN 123-053-06), which is owned by the USFS. A boundary line adjustment application has been in the works with Washoe County and the USFS since October of 2019 and is nearing completion.

### **Project Background**

A request for an abandonment and variance, nearly identical to this request, was approved on January 13, 2009 under case No. AX08-006 and VA08-014 by the Washoe County Commission. However, that approval has expired, and it is necessary for the applicant to resubmit this application for re-review. Some slight changes to the alignment and grades of the proposed roadway connectors that will replace the proposed abandoned streets have been made, (either as improvements to the previous approved application submittal or at the request of the County) but the basic configuration remains the same and is in conformance with the overall approved site plan (through TRPA) with the basic goal of redeveloping and rejuvenating the Tahoe Biltmore property.

A copy of the previous application package with detailed project description (what could be located in the applicant's, TRPA's and Washoe County's files) has been provided in hard copy and electronic format with this resubmittal of the roadway abandonment and variance application.

Figure 1 – Vicinity Map



## Project Request

**Roadway Abandonment and Proposed Replacement Connections** - Requested is the abandonment of portions of County rights-of-way and the realignment of the existing road network. Specifically, the applicant is requesting the abandonment of a portion of right-of-way for Wassou Road and Lakeview Avenue and abandonment of the entire right-of-way of Reservoir Road. In addition to the full roadway sections identified in the Abandonment Map (provided in Tab B), sliver sections of roadway, adjacent to Boulder Bay, LLC property are also proposed for abandonment along Lakeview Avenue and Stateline Road. The total area of right-of-way that is proposed for abandonment is 60,291+/- SF. This existing road rights-of-way along Wassou Road and Lakeside Avenue are inclusive of paved sections that range from 12.8' to 22' in width of road that currently accommodate both vehicular and pedestrian travel without the safeguards and standard requirements of curbing, sidewalks or pedestrian paths. The proposed right-of-way widths of 24 feet present a wider, safer entirely paved surface exclusive for vehicular travel and stormwater management through curbs and gutters. Pedestrian access will no longer be provided within the paved asphalt travel lanes intended for vehicles. Rather, pedestrian paths that are separated from the public right-of-way will be provided on the private land of Boulder Bay. The total area of proposed new public rights-of-way is 25,578+/- s.f. Additionally, the interconnectivity of roads between the new alignments will create new/widened road sections totaling 13,762+/- s.f. It should be noted that this proposed new/realigned public right-of-way area is inclusive solely of vehicular travel and Tahoe Basin appropriate roadway stormwater control improvements. Pedestrian access will be handled privately, and is not accounted for within the above estimated square footages.

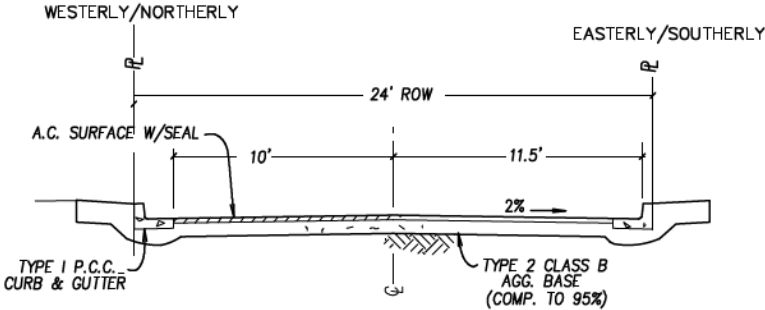
Wellness Way is proposed to be a private easement connector road presenting a travel lane width of 20-feet. This non-public right-of-way was previously approved as part of the abandonment and variance request under case No. AX08-006 and VA08-014.

The typical proposed right-of-way on the new sections of public roads is 24-feet in width from back-of-curb to back-of-curb. This typical section is proposed on the realigned sections of Wassou Road, Lakeview Drive and the northern portion of Stateline Road. This street section will provide for two 11.5-foot-wide travel lanes (total of 23-feet). Article 436, section 110.436.15(a) allows for alternative street standards in areas "where unique topographical or other physical constraints suggest the use of streets and associated systems that are not provided for in Code." It should be noted that the proposed 23-foot travelway is wider than the existing sections of Lakeview Avenue and Wassou Road that are proposed to be abandoned (ranging from 12.8 to 22 feet in width). A proposed roadway section for these roads is provided below.

It should be noted that no curbing or formal impervious stormwater management system is provided currently along the existing roadways. Rather stormwater run-off is handled through roadside ditches. Uncontrolled runoff and erosion conditions are common which creates situations of non-point sources of

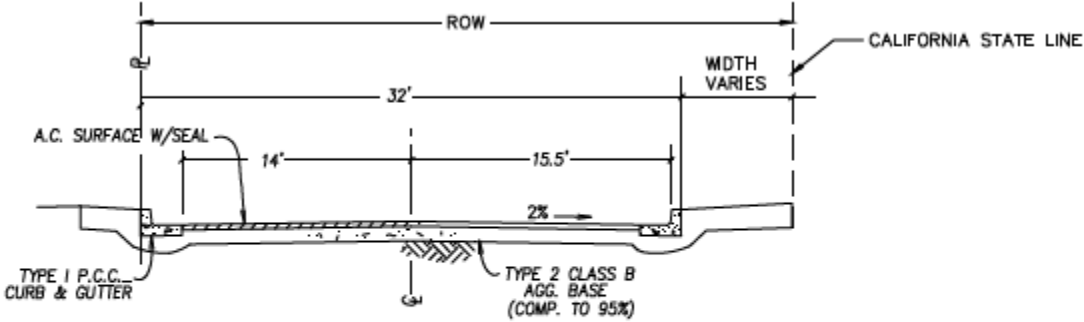
**ROADWAY ABANDONMENT AND VARIANCE REQUEST**

pollution into Lake Tahoe. The proposed roadway sections include stormwater management through curbs and gutters and will appropriately route water to collection points suitable for pollution control for stormwater runoff, reducing the current Washoe County pollution into Lake Tahoe, which is very important in the Tahoe Basin.



**PROPOSED ROADWAY SECTION**  
WASSOU-LAKEVIEW CONNECTOR (PUBLIC)  
LAKEVIEW-STATELINE CONNECTOR (PUBLIC)

The southern +/-450-feet of State Line Road, beginning at State Route 28 is proposed to have a future paved/improved section of roadway to be 32-feet from back-of-curb to back-of-curb. The 32-foot roadway section design is intended to continue to allow for on-street parking in that area. The on-street parking is currently used north of the intersection of SR 28 and Stateline Road and can benefit the existing businesses along this stretch of roadway. A proposed roadway section for Stateline Road is provided, below.



**PROPOSED ROADWAY SECTION**  
STATELINE ROAD  
ON-STREET PARKING ON WEST SIDE ONLY

Both the 24-foot and 32-foot proposed roadway sections do not provide sidewalk within the right-of-way, rather pedestrian level improvements are proposed that are appropriately located through a non-right-of-

**ROADWAY ABANDONMENT AND VARIANCE REQUEST**

way pedestrian path/sidewalk that will be provided on the property of and in conjunction with the future resort. Sidewalks may be located at back-of-curb or they may be separated to accommodate for slope, aesthetics or overall enhancement of connectivity to other paths through the site.

The proposed right-of-way widths and transition areas to existing road widths and future stop conditions can be seen on the Proposed Roadway Width Exhibit provided in Tab F.

**Variance Requests**

Due to the steep slopes within the area, variances are requested to some of the roadway standards that are found in Article 436 of the Washoe County Code. The specific sections request for variance are

- 110.436.25.2 (Street Section) – 42' ROW for local roads
- 110.436.30(b)(4)(i) (Maximum Grade) – 9% for north facing streets (the Wassou connector road profile shows a section below 9%, but future addition of driveways could creep the slope slightly over 9% and we need to make sure that there is reasonable flexibility in all of the road grades to provide appropriate softening of grades (as deemed necessary and acceptable to Washoe County) at future driveway locations.
- 110.436.30(b)(4)(ii) (Maximum Grade) – 10% for south facing streets – the Lakeview to Stateline connector road does exceed this threshold and is proposed at 12.4% as a straight graded road. No account has been provided at this point for future driveway locations where the road grade will need to be softened. As such, it is requested that flexibility for the grade to increase in some locations to accommodate future driveway locations is requested. The maximum grade (per previously approved condition was 12.5%).
- 110.436.35(a)(2) – (Grade at Intersection) – Cannot exceed 4% measured for 50 feet
- 110.436.45(a) (Vertical Curves) – Vertical curves required for any change in grade of 2% or greater.
- 110.436.45(c) (Street Curves) – Vertical curve must be separated by a tangent of not less than 100 feet.

In addition to the variance request associated with Article 436, it is additionally requested that a couple sections of the Grading section of County Code (Article 438) be varied and these are associated with retaining wall heights and permanent earthen structures. Specifically, the sections 110.438.35 and 110.438.45 pertaining to permanent earthen structures and wall heights necessary in construction of the connector roads. Through rough design, it is identified that there will be areas in excess of 4.5 feet of fill associated with both the Wassou to Lakeview connector and the Lakeview to Stateline connector. Additionally, a +/-15' tall cut wall will be necessary on the western side of the Lakeview to Stateline connector near the northwest corner of APN 123-053-02. These fill and wall locations are identified on the plan and profile sheet provided in Tab F with this application.

## Existing Utilities

An Existing Utility Exhibit is provided in Tab C, which shows the location of the existing, mapped public utilities that are located in, around, or crossing the proposed abandonment areas. It is fully recognized by the client that these utilities will need to be relocated, undergrounded or quit claimed (if no longer in use or service).

## Request Justification

The proposed abandonment and variance approval will allow for a reconfiguration of the roadways that abut and bisect the Crystal Bay Tourist Zoning District, identified in the Tahoe Area Plan. The existing sections of roads present 5 downhill stop conditions, identified in Tab D, Existing Roadway Grades Exhibit. Additionally, some sections of these roadways that are proposed for abandonment and realignment provide pavement widths as narrow as 12.8-feet on part of Wassou Road. There is no shoulder nor curbing provided along any of these roadways and this creates an unsafe and an uncontrolled non-point source of pollution in the Lake Tahoe environment.

The proposed abandonment and variance request will allow for some of the steeper and bisecting sections of the subject roadways to be realigned to accomplish the following:

- Improving road conditions by reducing the slopes on the roads to either meet the code identified slope maximum or bring the overall grades closer to the code requirements
- Reduction in the number of downhill stop conditions from five (5) to one (1). The one remaining downhill stop condition exists at Stateline Drive and SR 28 and needs to remain. Two of the downhill stop conditions that will be removed present steep slopes at intersections (Reservoir Road/Lakeview Avenue (11-12%) and Reservoir Road/SR 28 (13-14%))
- Address the policy requirement found in the NSCP and the Tahoe Area Plan that identify that Wassou Road should be clearly defined and delineated as separate from the Biltmore parking lot. The realignment of Wassou Road to connect to Lakeview Avenue and ultimately to Stateline Road will bring the roadway connection around the perimeter of the redevelopment area of the Crystal Bay Tourist Zoning District.
- New roadway sections will provide a minimum section of 23-feet from front face of curb to front face of curb for vehicular travel. (an improvement from 12.8 to 22 feet existing, without curbing)
- Pedestrian access in the area of the realigned roadways will be provided through a pedestrian path that will be provided on the Boulder Bay owned properties, per requirement through the TRPA approval.
- Street separated pedestrian pathways will include where applicable, per TRPA approval, to be heated for snow melt, rather than using snowmelt agents that can present pollutants that can get into Lake Tahoe.
- Disconnected paths from the public right-of-way also provides a situation where snow from plows will not block the safe pedestrian pathway during the winter months, thus requiring pedestrians to walk in the vehicular travel ways – as is currently the case.



## Master Plan

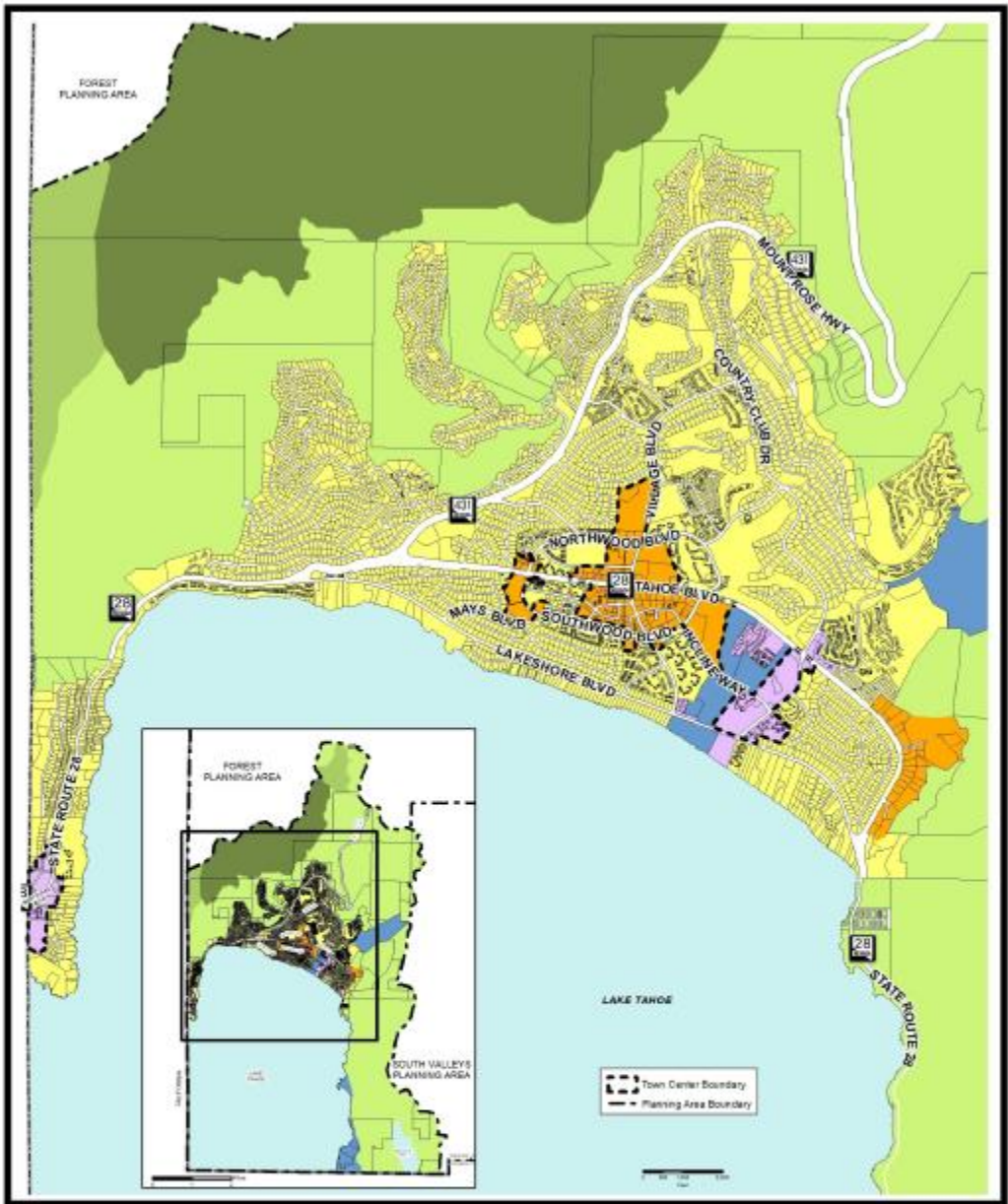
The subject property is currently identified for master plan policies and designation under the North Stateline Community Plan (NSCP), part of the Tahoe Area Plan. The NSCP identifies the project area to be designated Commercial (along the SR 28 and Stateline Road frontages) and Tourist on the remainder of the subject parcels. A copy of the NSCP – Land Use Concept (Master Plan) Exhibit is provided on page 9 of this document. The BOCC approved modifications to the Tahoe Area Plan maintain consistency with the previously approved map.

## Zoning

The area containing the proposed abandonment and variance requests relative to roadways is identified to be within the Crystal Bay Tourist Regulatory Zone, and the vision set forth in the Tahoe Area Plan is:

*The vision for the Crystal Bay Tourist Regulatory Zone is creating a family-oriented destination resort. More emphasis should be placed on the outdoor and on human-scaled design. More priority should be given to pedestrians. This can be achieved through increasing the amount of green space, placing sidewalks and benches throughout the plan area, and reducing emphasis on the auto. A pedestrian oriented main street connecting the casinos will also help create a pedestrian friendly environment and increase opportunities to be outdoors. Providing a range of entertainment and recreational activities for families, as well as needed support services such as childcare, will improve the area's competitive advantage in the resort market. Improvements proposed by the plan will help create a sense of place, one which is unique to the Crystal Bay Tourist Regulatory Zone and which promotes a resort setting. This will be achieved primarily through architecture and site planning. Architecture and design should identify the Crystal Bay Tourist Regulatory Zone; signs should become secondary. The design standards and guidelines establish direction for development within the Crystal Bay Tourist Regulatory Zone. The intent of these guidelines is to ensure high quality development sensitive to the unique setting of Lake Tahoe and responsive to the efforts of creating a special sense of place unique to Crystal Bay. These standards and guidelines are also intended to provide a framework within which architects, builders and developers can work creatively.*

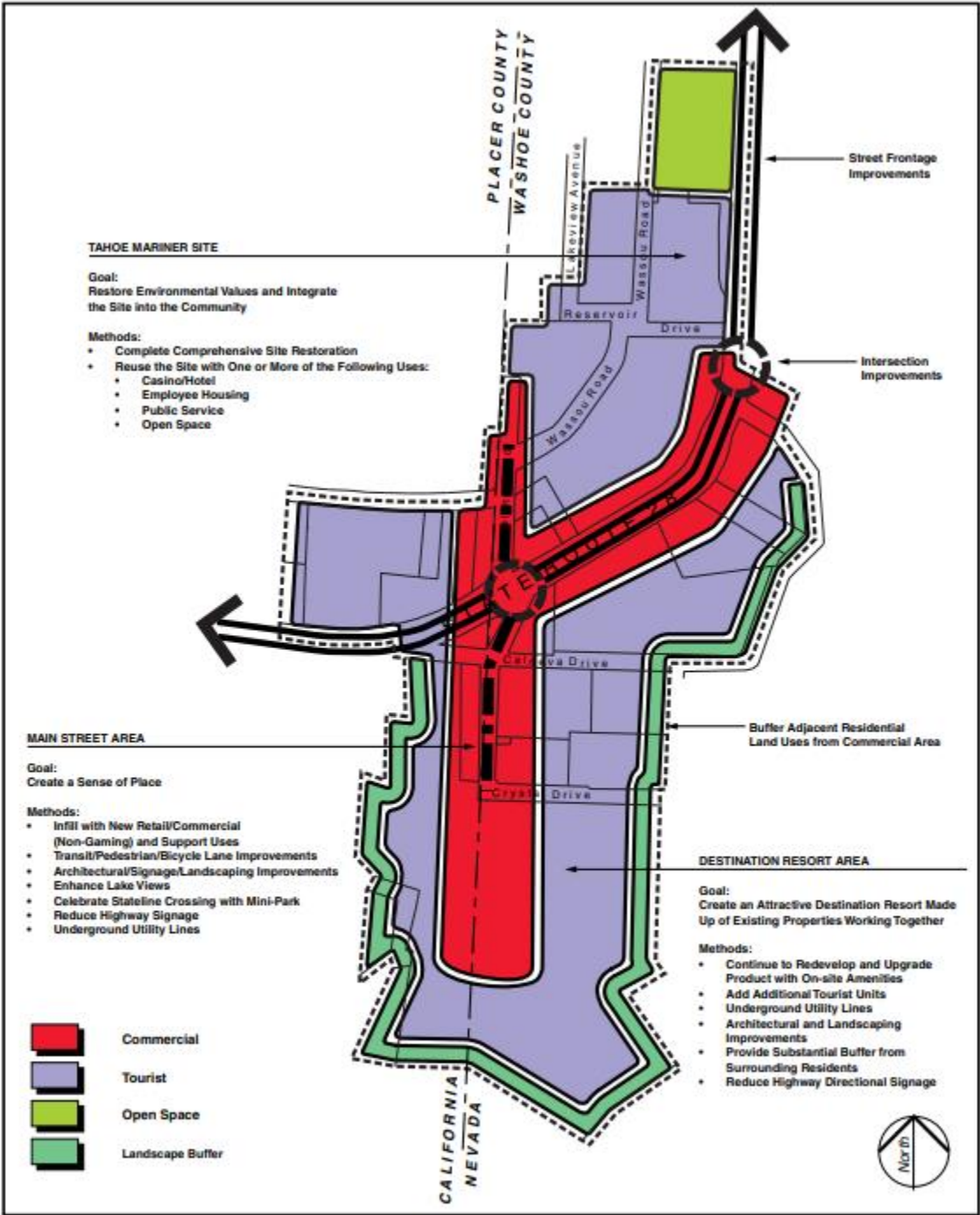
Figure 2: Existing Master Plan



<p><b>TAHOE MASTER PLAN</b></p> <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #4F7942; border: 1px solid black; margin-right: 5px;"></span> Wilderness</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #8BC34A; border: 1px solid black; margin-right: 5px;"></span> Backcountry</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #C8E6C9; border: 1px solid black; margin-right: 5px;"></span> Conservation</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #42A5F5; border: 1px solid black; margin-right: 5px;"></span> Recreation</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #FF9800; border: 1px solid black; margin-right: 5px;"></span> Mixed-Use</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #FFF9C4; border: 1px solid black; margin-right: 5px;"></span> Residential</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #E1BEE7; border: 1px solid black; margin-right: 5px;"></span> Tourist</li> </ul>		<p><b>NOTE:</b> THE SCALE AND DIMENSIONS OF ALL INFORMATION SHOWN HEREIN ARE APPROXIMATE ONLY AND SHOULD BE USED AS A GUIDE FOR REFERENCE ONLY. ANY INFORMATION SHOWN HEREIN WITHOUT THESE NOTICES IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN CONSENT OF WASHOE COUNTY PLANNING AND BUILDING DIVISION.</p> <p><b>DISCLAIMER:</b> THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS AN ACCURATE REPRESENTATION OF THE ADOPTED ZONING MAP OF WASHOE COUNTY'S SERVICE BY THE PLANNING DIVISION'S PLANNING AND BUILDING DIVISION.</p> <p>DATE: 08/20/2014</p> <p style="text-align: center;"><b>Community Services Department</b></p> <p style="text-align: center;"><b>WASHOE COUNTY NEVADA</b></p>
<p><small>©2014/15, Tahoe Regional Planning Agency/Planning, Zoning, Planning and Building Division</small></p> <p><small>PC DATE: February 4, 2015 8077 Junction Court</small></p> <p><small>FILE # 2014-03 Main: 760-6331</small></p>		<p><small>1770 12th Street</small></p>



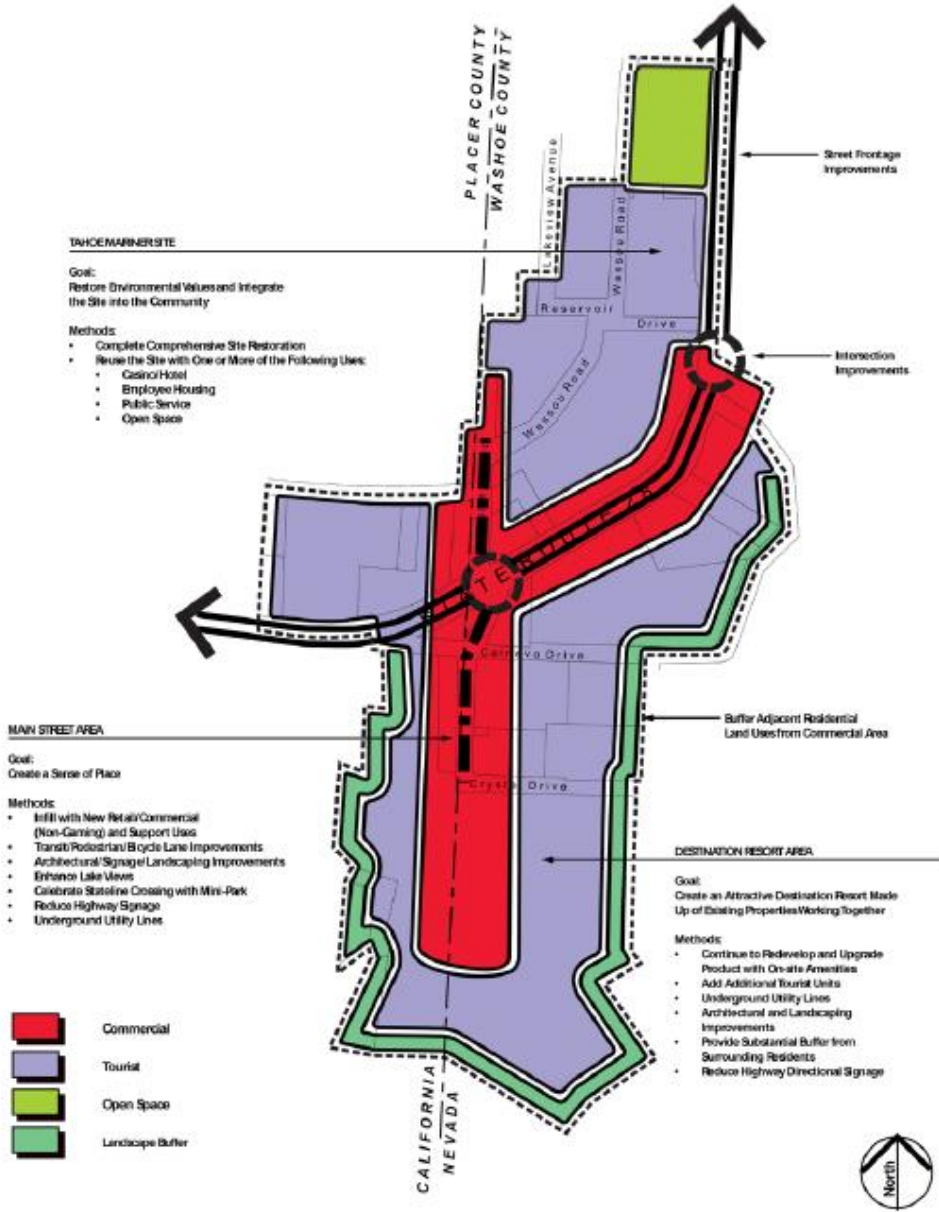
Figure 3: Existing NSCP – Land Use Concept (Master Plan Map)



North Stateline Community Plan  
**LAND USE CONCEPT**  
Figure 2



Figure 4: Proposed Tahoe Area Plan - Crystal Bay Tourist Concept Plan (Master Plan)



MAP 2.3. CRYSTAL BAY TOURIST CONCEPT PLAN

Figure 5: Crystal Bay Tourist Regulatory Zone from Article 220 (final draft)

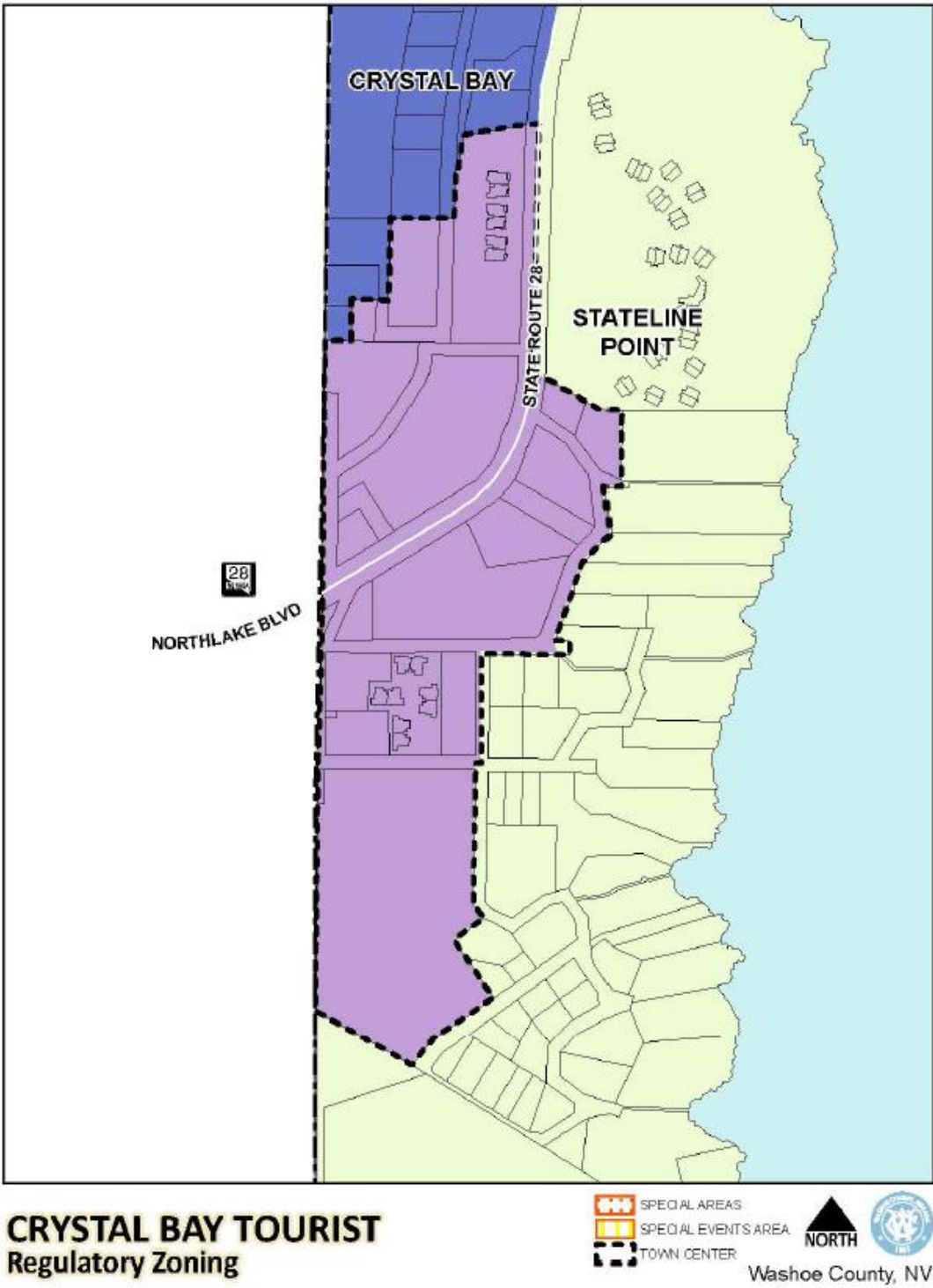


Figure 110.220.04 Crystal Bay Tourist Regulatory Zone Location Map



## Existing Roadway Conditions

Following are photos of the existing roadways that are proposed for abandonment. The photos generally show the severity of existing slopes, existing pavement widths, and/or conditions surrounding the existing right-of-way that are less than optimal.

*View of the intersection of Reservoir Drive and SR 28 (view to the west). Varied slope of Reservoir Drive can be seen, and a 13.1% to 14% slope exists as Reservoir Drive connects to the SR 28 right-of-way. Snow melt/run-off exists at the intersection that presents freezing conditions on a steep slope at a stop condition in winter months.*



### ROADWAY ABANDONMENT AND VARIANCE REQUEST

*View to the west on Reservoir Road between Wassou Road and Lakeview Avenue. Roadway grades in this section exist between 11.1% and 14%, per the Existing Roadways Grades Exhibit provided in Tab D of this application package.*



*View to the north at the intersection of Reservoir Drive and Lakeview Avenue. A road grade of 14+% exists in the foreground and transitions of 13.1% to 14% near the white pole on the left side of the photo. This section is proposed to be modified and the stop condition on a steeply sloped section of road is proposed to be removed with the abandonment and realignment of rights-of-way, as proposed in this application.*





**ROADWAY ABANDONMENT AND VARIANCE REQUEST**

*View to the south along Stateline Road, near the point where the proposed realigned connection from Lakeview Avenue will be constructed.*



*View to the northeast along Wassou Road behind the existing Tahoe Biltmore. This section of Wassou Road functions as a parking lot driveway with parking spaces backing up into the right-of-way.*



*View of the site from the east property line, view to the west*

## Findings Review

### Abandonment Findings

Section 110.806.20 Findings. Prior to recommending approval of an application for an abandonment or vacation, the Planning Commission shall find that all of the following are true:

(a) Master Plan. The abandonment or vacation is consistent with the policies, action programs, standards and maps of the Master Plan and the applicable area plans;

In considering this finding, the question is whether the road abandonment, and not the overall project, furthers the goals of the Comprehensive Plan, which are identified more specifically in the NSCP. The most applicable goals therefore are:

NSCP.1.4 Encourage land use patterns that reduce the need for travel and increase access to transit.

NSCP.2.3 Create a pedestrian friendly and pedestrian safe environment, which provides more opportunity for pedestrian activities and reduces emphasis on the auto.

NSCP.5.1 Maintain level of service at key intersections.

NSCP.5.1.4 Wassou Road should be clearly defined and delineated as separate from the Biltmore parking lot. Targeted as one of the planned roadway network projects within the Tahoe Area Plan, per the BOCC approved draft on 1/26/2021.

T.7.3 Maintain current disaster preparedness information and plans for the Tahoe planning area.

LUT 29.6 Streets and bicycle lanes within the neighborhood shall form a connected network, which disperses traffic by providing a variety of pedestrian and vehicular routes to any destination.

LUT 29.8 Require that roadway facilities be maintained and constructed as needed to ensure high quality and safe travel.

a. The Department of Public Works, with the cooperation of the Department of Community Development, should continue to maintain an acceptable level of service (LOS) for all County-maintained roadway facilities. At a minimum, LOS congestion standards will be at the level delineated in the 2030 Regional Transportation Plan, and the access management standards will be maintained.

LUT.29.10 Protect roadway corridors through right-of-way acquisitions and dedications as development occurs. If property acquired or dedicated for roadway purposes is not needed, it may be abandoned or transferred to private ownership through the processes and terms set forth in NRS 278.480. Right-of-way is also encouraged by the County to be used, as appropriate, for non-motorized transportation, such as for pedestrian, equestrian and bicycle trails.

A general goal of Washoe County as outlined in the general Tahoe Area Plan's Public Services and Facilities section,

"In order to preserve the natural setting of the Tahoe planning area, utilities such as electrical lines and telephone lines should be placed underground, to the extent possible. Propane gas tanks should be screened completely from off-site view. "

It is intended that as part of the abandonment process, existing utilities will be placed underground.

(b) No Detriment. The abandonment or vacation does not result in a material injury to the public; and

The proposed abandonment does not result in a material injury to the public. In large part, the requested abandonment and subsequent improvements proposed by the Applicant will address several areas of concern regarding public safety by the continued existence of several substandard roadways and their existing conditions which, in whole or part, do not conform to current roadway design standards approved by Washoe County and based on current AASHTO best practices.

The request to abandon certain portions of existing right-o-way is not taken lightly, and the new roadway alignments with their accompanying dedication of right-of-way will provide a road network much more in conformance with current design standards.

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

Existing utilities located within existing right of ways will be relocated to more appropriate locations in consultation with the appropriate utility providers to service the area with as minimal disruption as possible. Appropriate easements will be provided to replace those abandoned.

#### Variance Finding

Section 110.804.25 Findings. Prior to approving an application for a variance, the Board of Adjustment, the Planning Commission, or hearing examiner shall find that findings (a) through (d) apply to the property and, if a military installation is required to be noticed, finding (e):



**ROADWAY ABANDONMENT AND VARIANCE REQUEST**

- (a) Special Circumstances. Because of the special circumstances applicable to the property, including either the:
- (1) Exceptional narrowness, shallowness or shape of the specific piece of property, or
  - (2) By reason of exceptional topographic conditions, or
  - (3) Other extraordinary and exceptional situation or condition of the property and/or location of surroundings,
- the strict application of the regulation results in exceptional and undue hardships upon the owner of the property;

Reservoir Drive and the section of Wassou Road that are proposed to be abandoned both bisect the property that is targeted for redevelopment to bring a rejuvenated tourist-oriented project at this location and the property currently operated as the Tahoe Biltmore property. These two roads effectively bisect the property that is currently operated as the Tahoe Biltmore with the southern section of Wassou Road (proposed for abandonment) functioning as a parking lot driveway, while actually being a public right-of-way. Reservoir Drive presents slopes of varied severity with some sections between 13.1% and 14% as shown on the Existing Roadway Grades Exhibit provided with this application. Additionally, there are 5 existing downhill stop conditions that are presented by the existing road configuration. The stop condition that currently exists at the intersection of Reservoir Drive and SR. 28 is 13.1% to 14% (as shown on the Existing Roadway Slope Exhibit provided in Tab D of this application. These existing slopes and right-of-way widths present a less than county standard that will be improved with the realignment, as proposed within this application.

In order to develop a project that has reasonable connectivity and provides for an emphasis on the pedestrian environment and access (as is envisioned in the Tahoe Area Plan and Crystal Bay Tourist Zoning District requirements), elimination of the bisecting roadway pattern will be required. This will improve the ability to implement the TRPA approved plan a development pattern/plan that protects and respects the pedestrian level requirements of the TRPA and Washoe County rules and policies while providing a safer roadway pattern by providing a wider paved section of roadway width, providing roadway grades that are improved over the existing grades, and providing fewer downhill stop conditions on steeply sloped roads.

All of these existing conditions present an undue hardship to the envisioned redevelopment of the Tahoe Biltmore property. Any attempt to redevelop the subject property would necessitate variance requests for roadways, even if they were to be kept in the same alignment, due to the exceptional topographic conditions of that area. It has been demonstrated that the proposed realignments and configurations present a safer travel condition with lower grades. and fewer downhill stop conditions.

**ROADWAY ABANDONMENT AND VARIANCE REQUEST**

Over time, different engineering firms have attempted to reconcile the existing conditions with the standards set forth by Washoe County code. The Applicant has reviewed multiple scenarios in an attempt to either meet or come closer to the 10% slope requirement on roads with south facing slopes but could not in all instances. The area for the new road alignment is steep, while the total distance is short. It is physically impossible to ultimately tie the realigned Lakeview Avenue into Highway 28 unless reverse curves (S-curves) were designed. This is problematic, as the Fire District does not support S curves because they slow down emergency response vehicles and are safety hazards. The number of curves needed to meet the slope requirement would be a public safety issue as the emergency vehicles tried to navigate them. Since the public has identified the problems with Amagosa and Beoway, it is not wise to slow down the emergency responders with S curves, and the Fire District already stated it would not approve such a road design. The Applicant has kept the total length of roadways required to exceed the maximum slope to a minimum.

Because the project area exists within steep topography, there are limitations to addressing road grades to meet typical Washoe County requirements. Article 436, section 110.436.15(a) allows for alternative street standards in areas “where unique topographical or other physical constraints suggest the use of streets and associated systems that are not provided for in Code.” The Crystal Bay and Incline Village area are definitely areas that need the allowances for variation to the typical street standards, based on topography. It is impossible to lengthen Lakeview Avenue enough to allow more distance to reduce the slope. A report prepared by Acumen during the previous application review verifies this conclusion (report provided to Washoe County in background information from past approval).

It is definitely an undue hardship if the variance is not granted. This is due to the fact that any improvement or upgrade to roadways in or around the project boundary would necessitate a variance from County roadway standards. Without the approval of a variance, the status quo would be maintained which perpetuates existing steep and unsafe roadways and continues the substandard storm drainage controls that can present pollution detriment to Lake Tahoe.

Not only would the Applicant be harmed by the denial of the variance, but the general public would be harmed as well. The roads are not constructed to County standards for stormwater management practices and do not comply with environmental regulations. Additionally, the NSCP goal of clearly identifying Wassou Road would be impossible to fulfill because it basically requires a complete reconfiguration of the parking lot, which qualifies as a site improvement and thus triggers the requirement to improve the roads to County standards.

(b) No Detriment. The relief will not create a substantial detriment to the public good, substantially impair affected natural resources or impair the intent and purpose of the Development Code or applicable policies under which the variance is granted;

**ROADWAY ABANDONMENT AND VARIANCE REQUEST**

The current configuration of Lakeview Avenue has sections that range from 13% to 14% slope, which exceed the County Code requirement of 10%. The variance is only for the slope requirement, so the only issue to consider for the variance request is whether a reduction in the slope from a maximum of 14+% to a maximum 12 to 12.5%, is a detriment to the public. The answer is no. The Applicant is reducing the slope already present. The Applicant would like to reduce the slope on Lakeview Avenue to 10%, but it physically cannot achieve this standard due to the exceptional topographic conditions. The distance is too short, and the topography is too steep to achieve this goal. The improvement to existing slope provides an improvement to the public good and an improvement to the natural resources (Lake Tahoe).

The removal of Reservoir Road helps in the overall grade safety presented in the realignment of the connecting roadways in the area. Reservoir Road generally runs directly down the existing slopes in a shortest distance between two points manner, which creates some grades that far exceed code allowances (two sections with slopes ranging between 13.01% and 14% and evidence of road condition danger through vehicle accidents).

(c) No Special Privileges. The granting of the variance will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and the identical regulatory zone in which the property is situated; and

The Applicant is not asking for any special consideration. The Applicant did not build the roads at issue and has no control over the topography of the site. The County owns the roads, so the Applicant cannot perform any improvements without the County's permission. Like much of the property in Incline Village and Crystal Bay, the project site has steep topographic conditions. Regardless of the project, when a property owner seeks to improve his/her property, the County requires non-conforming situations to be improved to County standards. This is true for both private and public improvements.

The Applicant is forced by the requirements of the Code and the topography to realign the roads. Lakeview Avenue currently exceeds 14% slope in certain areas, so it is already exceeding Code requirements. The Applicant is actually bringing the road into closer conformance to Code requirements. Granting the requested variance does not convey a special privilege on the Applicant. The roads do not meet County standards, and even the County, as owner of the roads, would be unable to meet all of its standards if the County decided to improve them.

(d) Use Authorized. The variance will not authorize a use or activity which is not otherwise expressly authorized by the regulation governing the parcel of property.

The granting of the variance will not permit an unauthorized use. All anticipated uses are permitted.

(e) Effect on a Military Installation. The variance will not have a detrimental effect on the location, purpose and mission of the military installation.

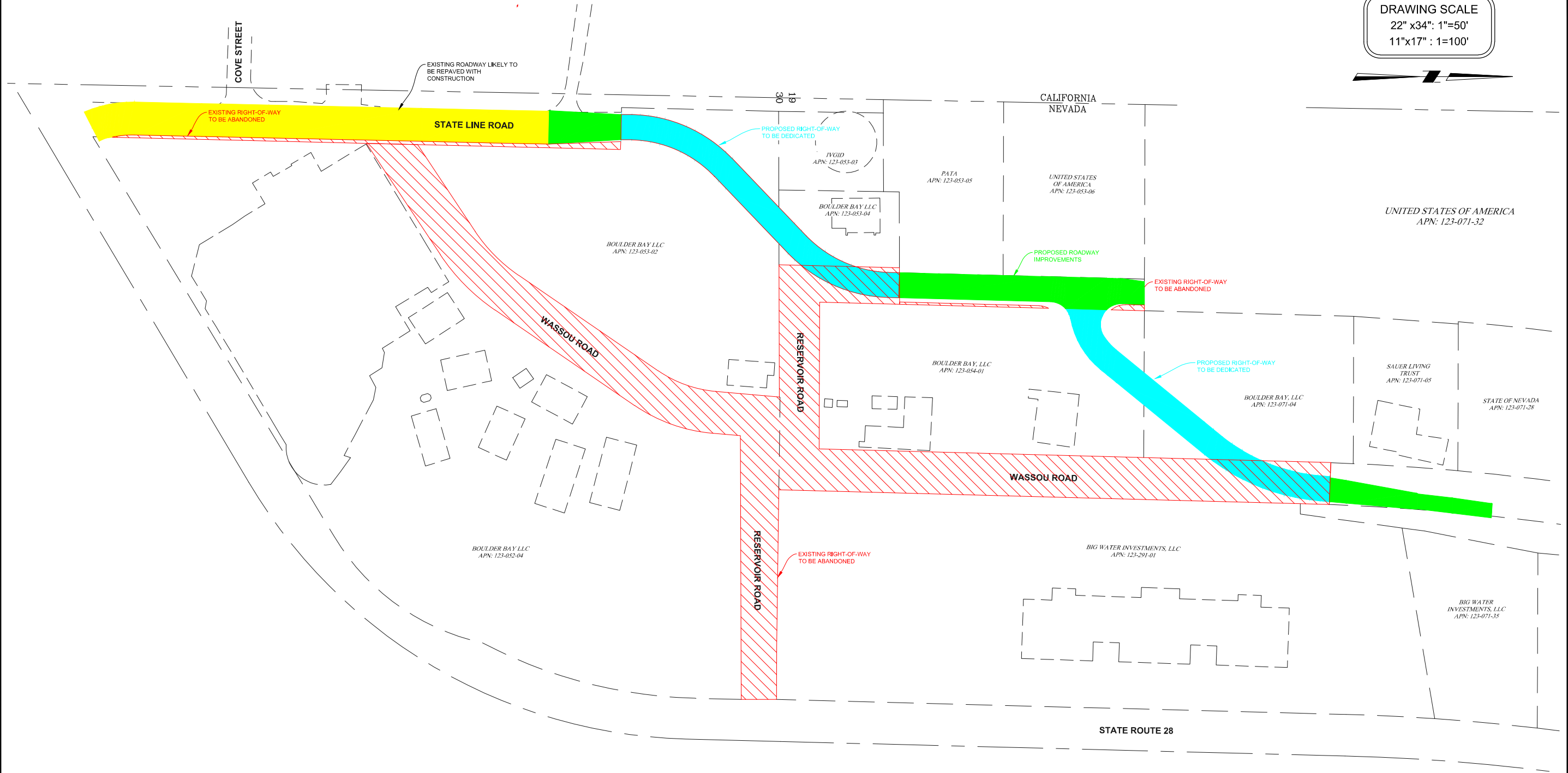
The granting of the variance will not have any effect on a military installation.

ABANDONMENT MAP

# APPENDIX B



**DRAWING SCALE**  
 22" x 34" : 1"=50'  
 11" x 17" : 1"=100'



**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE, WEST ZONE NAD83(94) BASED ON REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS UTILIZING CORRECTIONS FROM THE NORTHERN NEVADA COOPERATIVE REAL TIME NETWORK. COORDINATES AND DISTANCES HEREON ARE AT GROUND LEVEL BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000263.

- PROPOSED RIGHT-OF-WAY TO BE DEDICATED/PROPOSED AREA OF IMPROVEMENT**
- = ± 25,578 SQ.FEET, PLUS AREA OF STATELINE ROAD LIKELY TO BE REPAVED WITH CONSTRUCTION (13,762 SQ. FEET)
- EXISTING RIGHT-OF-WAY TO BE ABANDONED**
- = ± 60,291 SQ.FEET

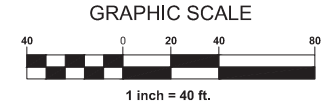
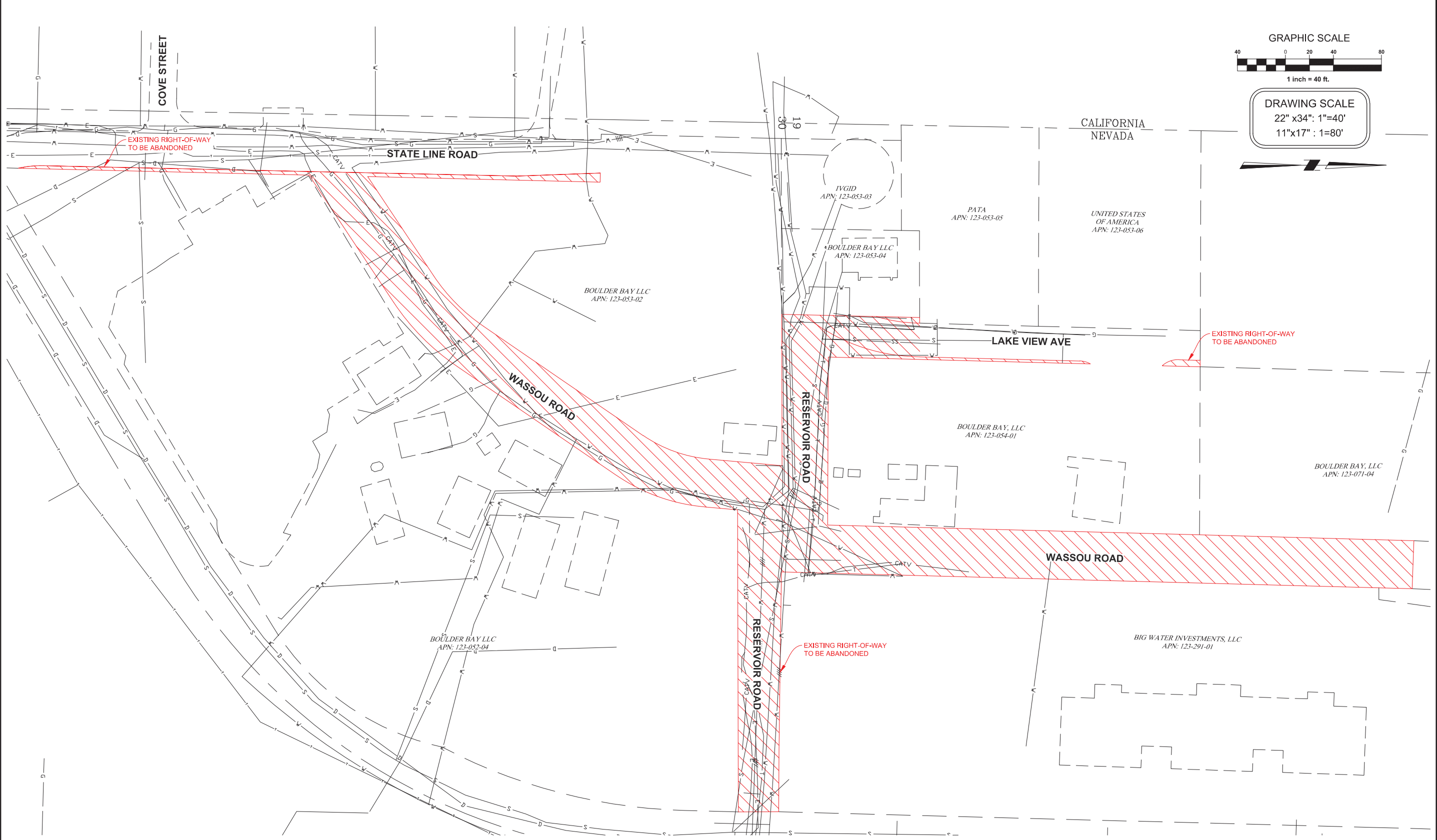
**PRELIMINARY  
(NOT FOR CONSTRUCTION)**

	REVISIONS
	DATE
PROFESSIONAL SEAL:	
PRELIMINARY NOT FOR CONSTRUCTION	
 <b>CFA, INC.</b> LAND SURVEYORS CIVIL ENGINEERS LANDSCAPE ARCHITECTS TIER 1 CORPORATE BOULDER, CO. • DENVER, NEVADA, 85002 775-866-1150 FAX: 775-866-1160 FAX • CFA@CFAINC.COM	
EXHIBIT MAP OF ABANDONMENT VS ROADWAY IMPROVEMENTS BOULDER BAY PROJECT	
WASHOE COUNTY CRYSTAL BAY NEVADA	
JOB NO.	17042.07
DRAWN BY	CJ
CHECKED BY	MKS
SHEET	1
OF 1	

WARNING: WRITTEN CONSENT IS REQUIRED OF CFA, OWNER OF DESIGNS & DRAWINGS AS INSTRUMENTS OF SERVICE, FOR DUPLICATION AND/OR DISTRIBUTION OF DOCUMENTS.

EXISTING UTILITY EXHIBIT

# APPENDIX C



DRAWING SCALE  
 22" x 34" : 1"=40'  
 11"x17" : 1=80'



**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE, WEST ZONE NAD83(94) BASED ON REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS UTILIZING CORRECTIONS FROM THE NORTHERN NEVADA COOPERATIVE REAL TIME NETWORK. COORDINATES AND DISTANCES HEREON ARE AT GROUND LEVEL BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000263.

**EXISTING RIGHT-OF-WAY TO BE ABANDONED**

= 60,291 SQ.FEET

**LEGEND**

- CATV CABLE TV LINE
- E ELECTRIC LINE
- G GAS LINE
- DHE OVERHEAD ELECTRIC LINE
- S SANITARY SEWER LINE
- D STORMDRAIN LINE
- T TELEPHONE LINE
- W WATER LINE

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PROFESSIONAL SEAL:  
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CFA, INC.  
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 LAND USE PLANNERS  
 1150 CORPORATE DRIVE, SUITE 200 • BEND, NEVADA 89502  
 775-866-1100 • FAX 775-866-1100 • WWW.CFAINC.COM

NEVADA  
 WASHOE COUNTY  
 CRYSTAL BAY  
**EXHIBIT MAP OF EXISTING RIGHT-OF-WAY TO BE ABANDONED BOULDER BAY PROJECT**

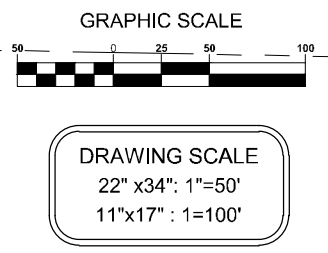
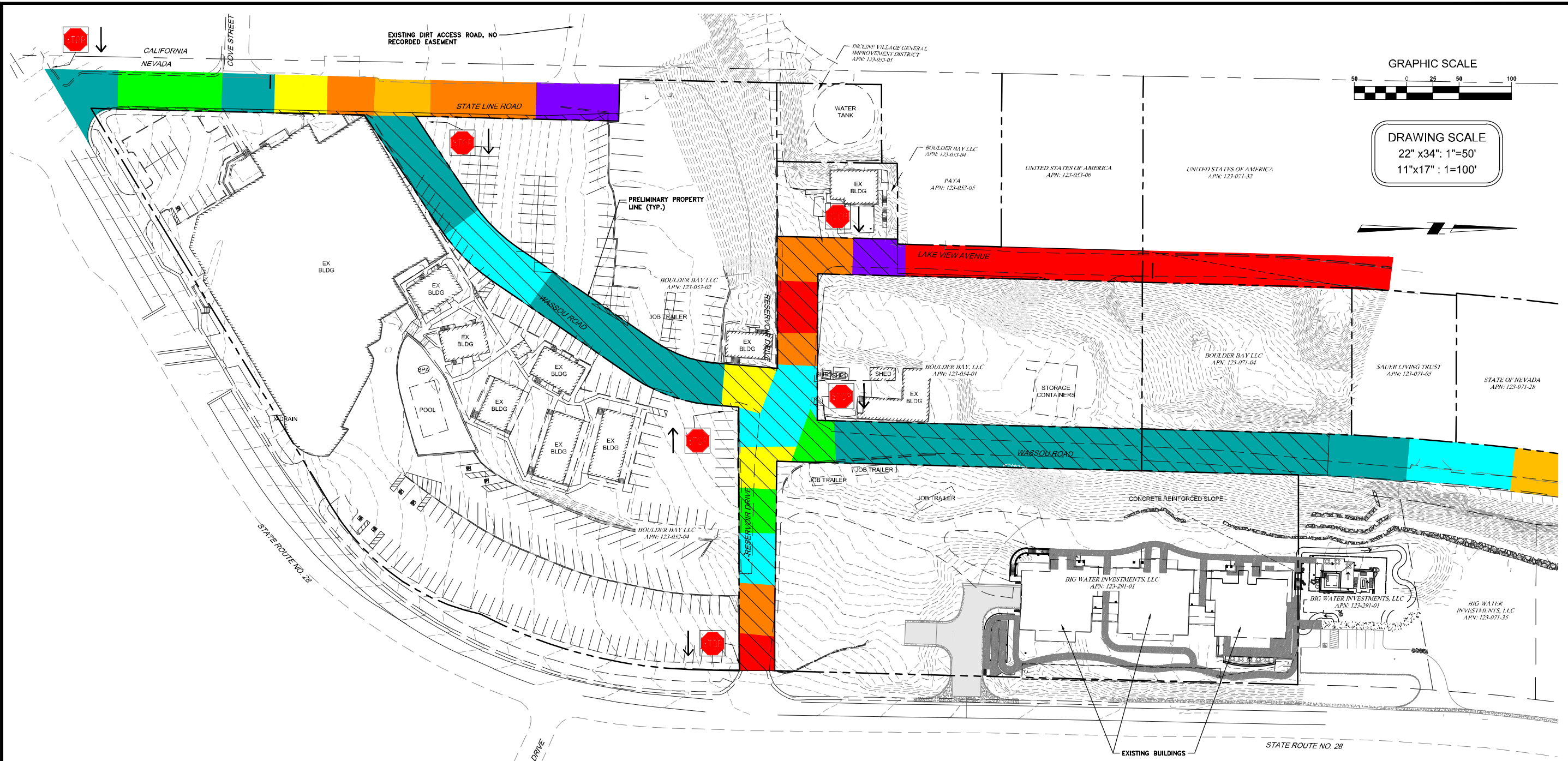
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SHEET	1
OF	1



EXISTING ROADWAY GRADES

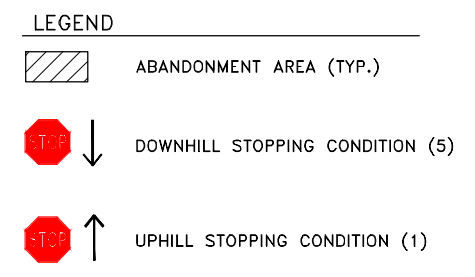
EXISTING ROADWAY WIDTHS

# APPENDIX D



SLOPE TABLE  
ABANDONMENT AREAS

SLOPE	COLOR	AREA (SF)	PERCENTAGE
0%–6%		3,194	5.3%
6.01%–8%		31,890	52.9%
8.01%–9%		9,851	16.3%
9.01%–10%		3,633	6.0%
10.01%–11%		183	0.3%
11.01%–12%		6,149	10.2%
12.01%–13%		0	0.0%
13.01%–14%		3,471	5.8%
14.01%+		1,920	3.2%

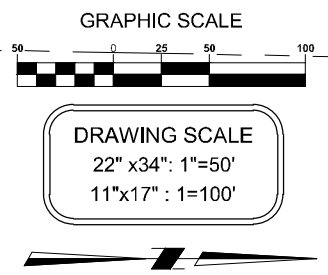
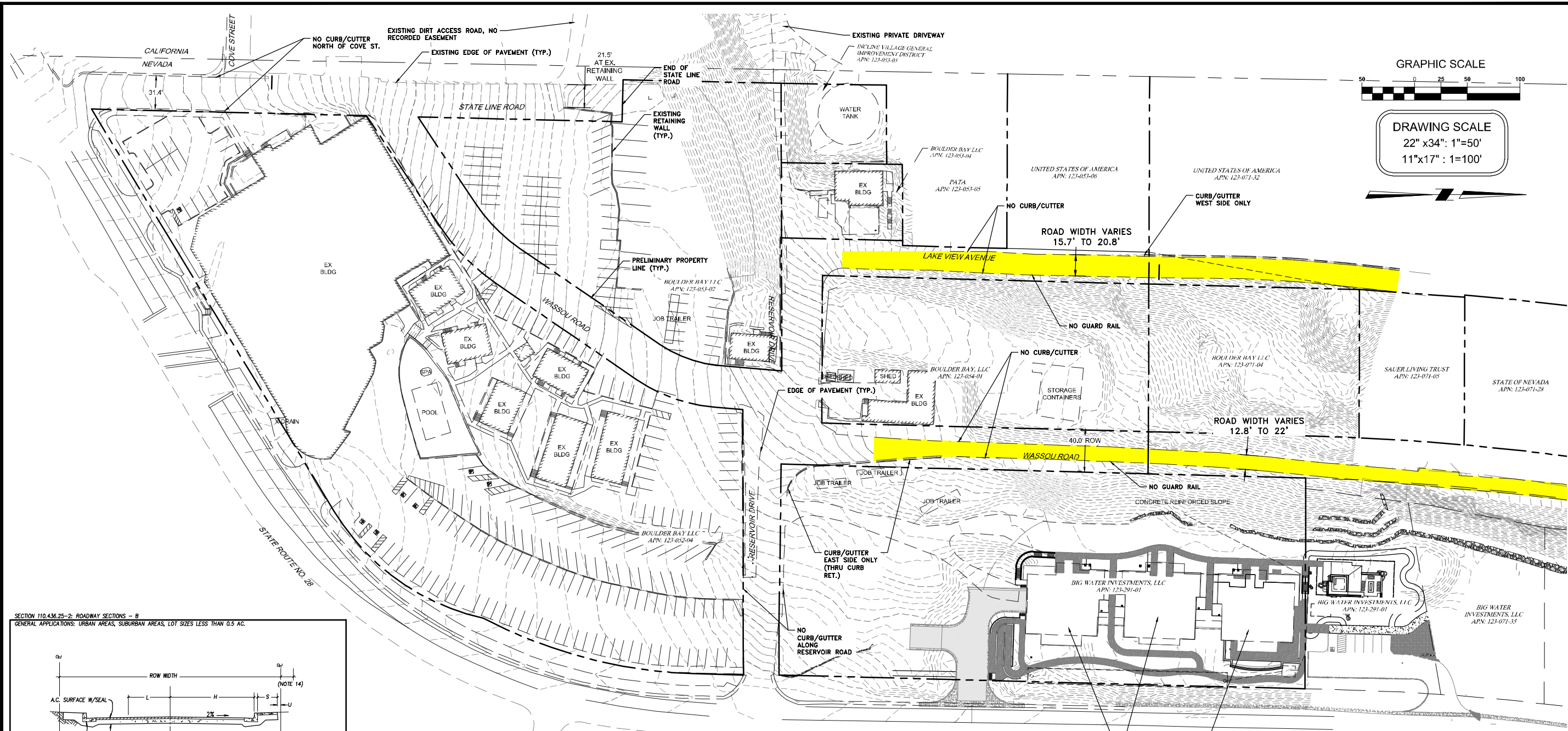


- NOTES:
- 1) TOPOGRAPHY IS BASE ON FIELD WORK COMPLETED BY CFA 12/17
  - 2) ALL SECTIONS OF ROADS IDENTIFIED IN THE SLOPE TABLE CAN BE CONSIDERED TO HAVE SOUTHERN EXPOSURE.

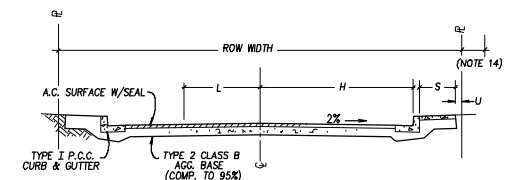
**PRELIMINARY  
(NOT FOR CONSTRUCTION)**

	BY
	REVISIONS
	MARK
	DATE
PRELIMINARY NOT FOR CONSTRUCTION	
<p><b>CFA, INC.</b> LAND SURVEYORS CIVIL ENGINEERS LAND USE PLANNERS 1500 CORPORATE BOULEVARD - RENO, NEVADA 89502 775-856-1150 MAIN • 775-856-1160 FAX • CFA@CFAINC.COM</p>	
BOULDER BAY	NEVADA
EXISTING ROADWAY GRADES	
WASHOE COUNTY	
JOB NO. 17042.07 DESIGNED BY CJ CHECKED BY MKS DATE APRIL 2021	SHEET 1 OF 4





SECTION 110.436.25-2: ROADWAY SECTIONS - B  
 GENERAL APPLICATIONS: URBAN AREAS, SUBURBAN AREAS, LOT SIZES LESS THAN 0.5 AC.



ROW	H	S	U	L	B	PL	ADT	MAX PER 2 TRAVEL LANES	REMARKS
52	20	5	0.5	12	4	0		7300	COLLECTOR
42	16	4	0.5	11	0	2		1000	LOCAL

- NOTES**
- ALL WIDTHS ARE IN FEET.
  - H IS MEASURED TO THE FRONT FACE OF CURB.
  - L IS TRAVEL LANE; S IS SIDEWALK; B IS BICYCLE LANE; PL IS MAX. NUMBER OF PARKING LANES ALLOWED; ROW IS RIGHT OF WAY; ADT IS AVERAGE DAILY TRAFFIC.
  - ADT REPRESENTS THE DESIGN VOLUME FOR A TWO LANE FACILITY.
  - BICYCLE LANE SHALL BE PROVIDED IN ACCORDANCE WITH THE BICYCLE AND PEDESTRIAN ELEMENT OF THE REGIONAL TRANSPORTATION PLAN AND TO THE SATISFACTION OF THE COUNTY ENGINEER.
  - STRUCTURAL SECTIONS SHALL BE DETERMINED BY GEOTECHNICAL ENGINEERING DESIGN BUT IN NO CASE SHALL BE LESS THAN 4" A.C. OVER 6" GRAVEL BASE FOR COLLECTOR STREETS AND 3" A.C. OVER 6" GRAVEL BASE FOR LOCAL STREETS.
  - ALL CURB AND GUTTER IS MONOLITHIC CONC. AND L SHAPED PER STANDARD DETAIL.
  - SIDEWALK AREA IS CONC. BOTH SIDES FOR COLLECTORS, ONE SIDE FOR LOCALS. ALTERNATE SIDEWALK LOCATIONS/CONFIGURATIONS MUST BE APPROVED BY THE COUNTY ENGINEER.
  - ALL A.C. SURFACES SHALL BE SEALED IN ACCORDANCE WITH WASHOE CO. STANDARDS.
  - RESIDENTIAL DRIVEWAY ACCESS NOT ALLOWED TO STREETS ON WHICH 10YR. DESIGN ADT EXCEEDS 2000.
  - DESIGN OF IMPROVEMENTS TO BE DONE IN ACCORDANCE WITH ARTICLES 420 & 436 OF WASHOE COUNTY DEVELOPMENT STANDARDS AND DESIGN GUIDELINES.
  - ALL CONSTRUCTION IS TO BE DONE TO CURRENT WASHOE CO. STANDARDS & SPECIFICATIONS.
  - SLOPE EASEMENTS MAY BE REQ'D IN CERTAIN TERRAIN TO ACCOMMODATE THE ROADWAY SECTION.
  - MIN 7.5' PUBLIC UTILITY/TRAFFIC CONTROL SIGNAGE/PLOWED SNOW EASEMENT IS REQ'D ON BOTH SIDES OF ROW.

**LEGEND**

SUBSTANDARD ROADWAY SECTION (TYP.)

**NOTES:**

- TOPOGRAPHY IS BASE ON FIELD WORK COMPLETED BY CFA 12/17

**PRELIMINARY  
(NOT FOR CONSTRUCTION)**

NO.	REVISED	DATE	STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION	SECTION:
6	changed adt	12/05/24	<b>ROADWAY SECTIONS</b> GENERAL APPLICATIONS URBAN AREAS/SUBURBAN AREAS LOT SIZE: LESS THAN 0.5 ACRE	WASHOE
3	Sub/Notes	1/9/24		DRAWING NO: W-1.2
4	Corr. 1"	2/9/24		DATE: 2/9/24
5	Sup. As W-2.dwg	10/01/24		PAGE: 2

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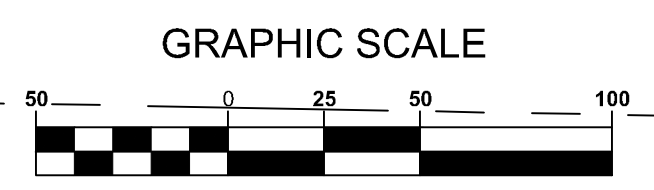
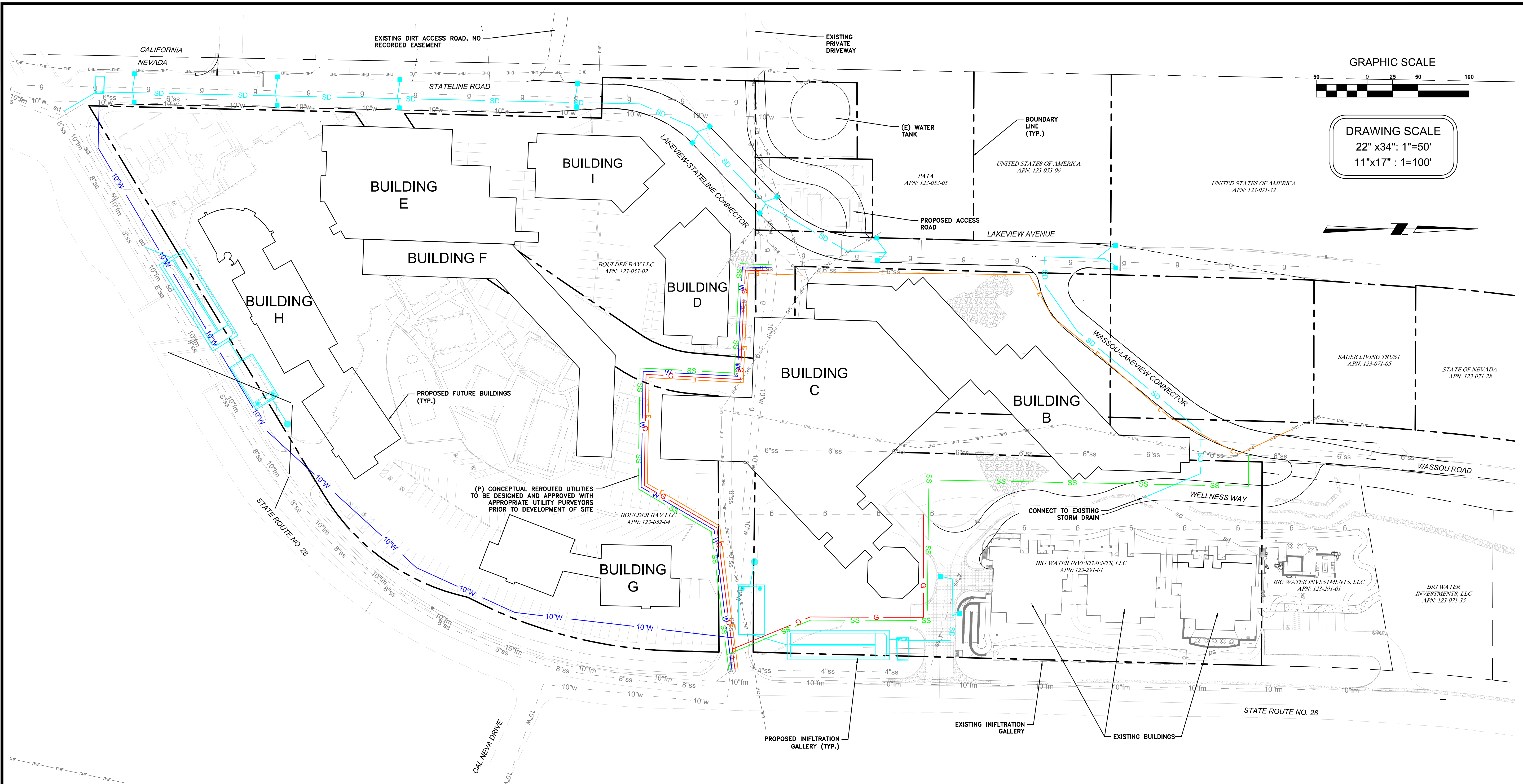
<p><b>CFA, INC.</b> LAND SURVEYORS CIVIL ENGINEERS LAND-USE PLANNERS 1500 CORPORATE BOULEVARD - RENO, NEVADA 89502 775-856-1150 MAIN • 775-856-1160 FAX • CFA@CFAENR.COM</p>	<p>BOULDER BAY <b>EXISTING ROADWAY WIDTHS</b> WASHOE COUNTY, NEVADA</p>
<p>SECTION: WASHOE DRAWING NO: W-1.2 DATE: 2/9/24 PAGE: 2</p>	<p>JOB NO. 17042.07 DESIGNED BY CJ CHECKED BY MKS DATE APRIL 2021 SHEET 2 OF 4</p>

**PRELIMINARY NOT FOR CONSTRUCTION**

CONCEPTUAL SITE-UTILITY EXHIBIT (FUTURE DEVELOPMENT)

**APPENDIX E**





DRAWING SCALE  
 22" x 34" : 1"=50'  
 11" x 17" : 1"=100'



**UTILITY LEGEND**

— g —	EXISTING GAS
— G —	PROPOSED GAS
— ss —	EXISTING SEWER
— SS —	PROPOSED SEWER
— sd —	EXISTING STORM DRAIN
— SD —	PROPOSED STORM DRAIN
— w —	EXISTING WATER
— W —	PROPOSED WATER
— DHE —	EXISTING OVERHEAD ELECTRIC LINE
— E —	PROPOSED UNDERGROUND ELECTRIC LINE

NO.	DATE	MARK	REVISIONS	BY

PRELIMINARY NOT FOR CONSTRUCTION

**CFA, INC.**  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 LAND USE PLANNERS  
 1150 CORPORATE BOULEVARD • RENO, NEVADA 89502  
 775-856-1150 MAIN • 775-856-1160 FAX • CFARENCO.COM

BOULDER BAY  
 CONCEPTUAL UTILITY PLAN  
 WASSOU-LAKEVIEW & LAKEVIEW-STATELINE CONNECTORS  
 WASHOE COUNTY NEVADA

JOB NO.	17042.07
DESIGNED BY	CJ
CHECKED BY	MKS
DATE	3/29/2021
SHEET	1

**PRELIMINARY  
 (NOT FOR CONSTRUCTION)**

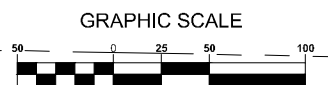
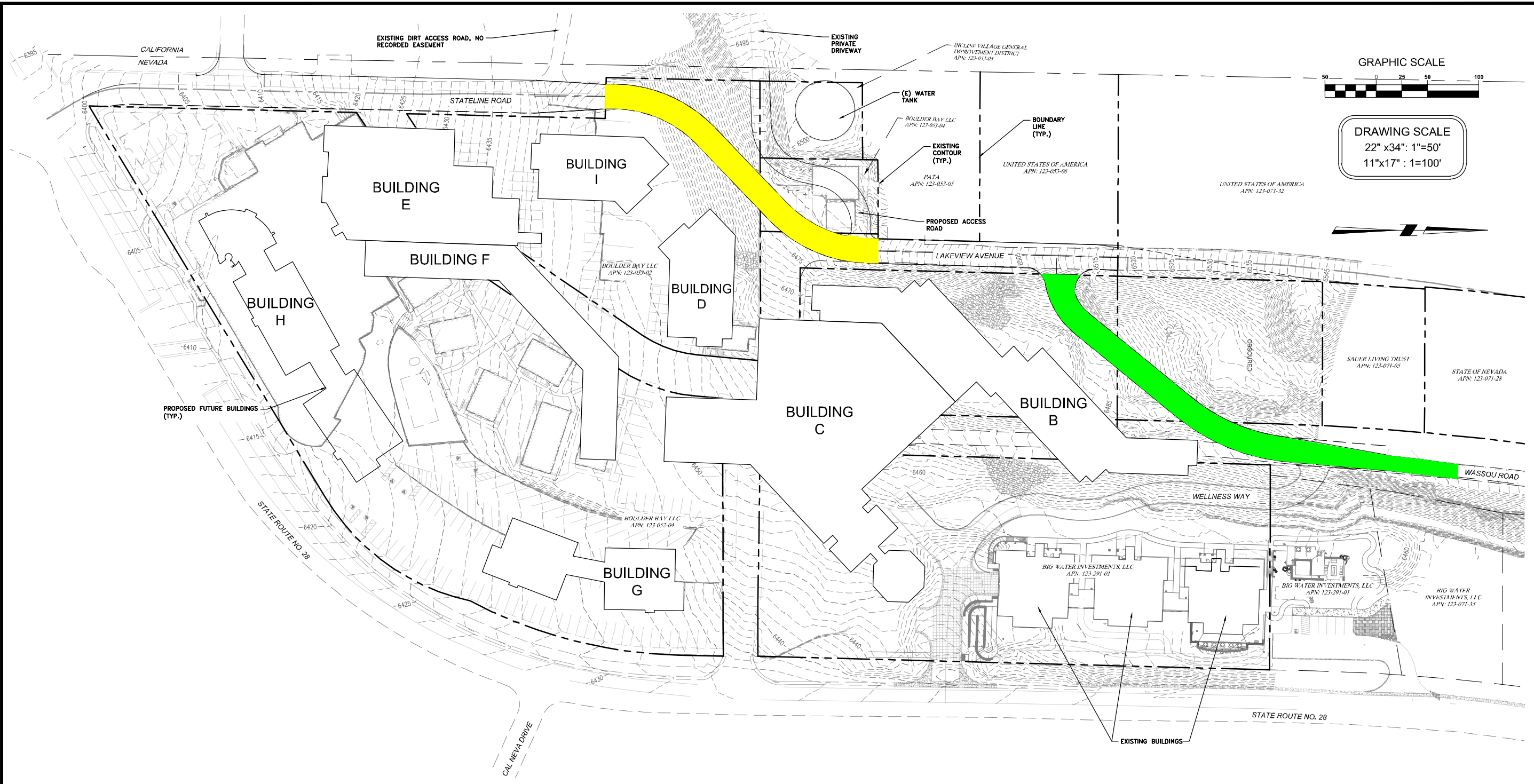
WARNING: WRITTEN CONSENT IS REQUIRED OF CFA, OWNER OF DESIGNS & DRAWINGS AS INSTRUMENTS OF SERVICE, FOR DUPLICATION AND/OR DISTRIBUTION OF DOCUMENTS.

X:\Projects\17042.07\DWG\ENGR\SHEETS\EXHIBITS\24 ROW\UTILITIES.dwg CJAYNES 3/30/2021 3:49 PM

PROPOSED ROADWAYS PROPOSED  
PROPOSED ROADWAY WIDTHS  
LAKEVIEW-STATELINE CONNECTOR PLAN & PROFILE  
WASSOU-LAKEVIEW CONNECTOR PLAN & PROFILE

**APPENDIX F**





**DRAWING SCALE**  
 22" x 34" : 1"=50'  
 11"x17" : 1"=100'



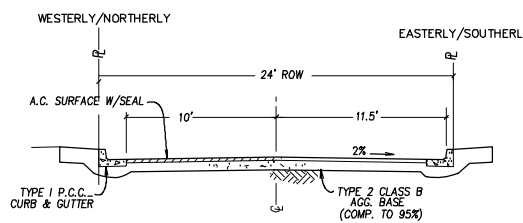
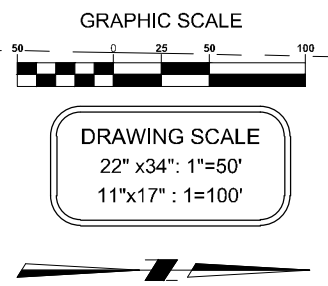
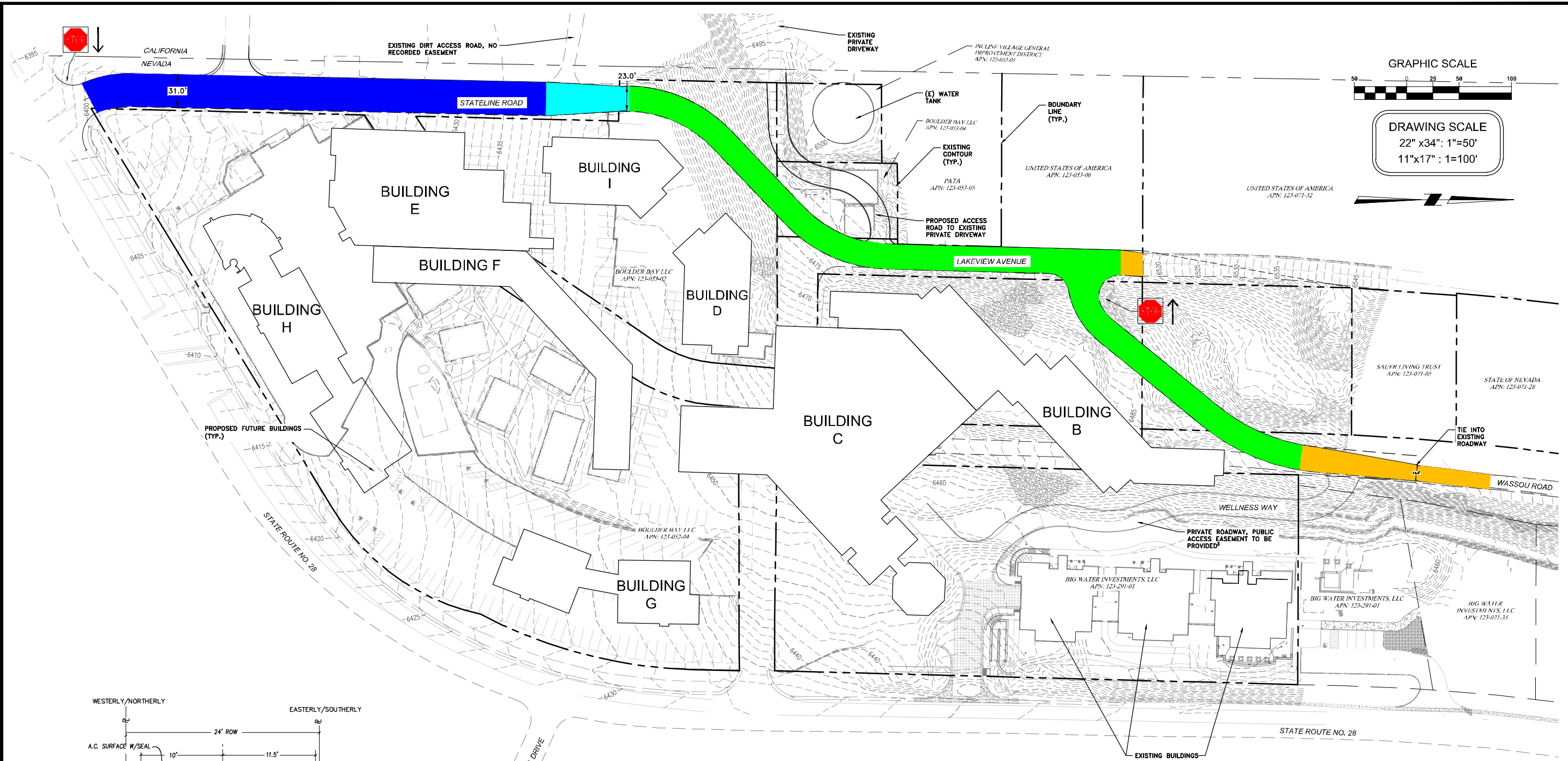
**SLOPE TABLE**

SLOPE	COLOR	AREA (SF)	PERCENTAGE
0%–10%		9,656	56.8%
10.01%–11%		0	0.0%
11.01%–12%		0	0.0%
12%+		7,355	43.2%

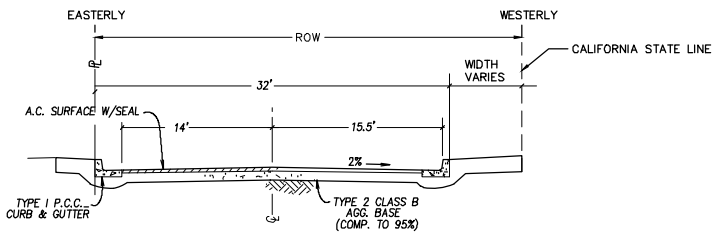
- NOTES:**
- 1) TOPOGRAPHY IS BASE ON FIELD WORK COMPLETED BY CFA 12/17
  - 2) ALL SECTIONS OF ROADS IDENTIFIED IN THE SLOPE TABLE CAN BE CONSIDERED TO HAVE SOUTHERN EXPOSURE.

**PRELIMINARY  
(NOT FOR CONSTRUCTION)**

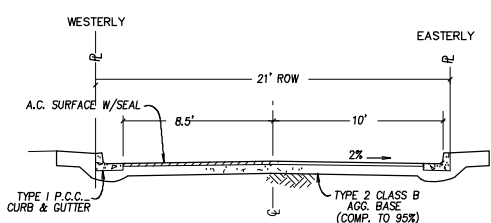
	BY
	REVISIONS
	MARK
	DATE
PRELIMINARY NOT FOR CONSTRUCTION	
CFA, INC. LAND SURVEYORS CIVIL ENGINEERS LAND USE PLANNERS 1500 CORPORATE BOULEVARD • RENO, NEVADA 89502 775-856-1150 MAIN • 775-856-1160 FAX • CFARENDO.COM	
BOULDER BAY	NEVADA
PROPOSED PUBLIC ROADWAY GRADES-AMENDED WASSOU-LAKEVIEW & LAKEVIEW-STATELINE CONNECTORS	
JOB NO. 17042.07 DESIGNED BY CJ CHECKED BY MKS DATE 4/9/2021	SHEET 3 OF 4



**PROPOSED ROADWAY SECTION**  
WASSOU-LAKEVIEW CONNECTOR (PUBLIC)  
LAKEVIEW-STATELINE CONNECTOR (PUBLIC)



**PROPOSED ROADWAY SECTION**  
STATELINE ROAD (PUBLIC)  
ON-STREET PARKING ON WEST SIDE ONLY



**PROPOSED ROADWAY SECTION**  
WELLNESS WAY (PRIVATE)

**LEGEND**

- EXPANDING ROADWAY FROM EXISTING ROADWAY WIDTH TO 23' PROPOSED ROADWAY WIDTH
- ROADWAY WIDTH = 23' (24' ROW) SEE PROPOSED ROADWAY SECTION WASSOU-LAKEVIEW CONNECTOR, LAKEVIEW STATELINE CONNECTOR
- ROADWAY WIDTH VARIES 23' TO 31'
- ROADWAY WIDTH = 31' (32' ROW) SEE PROPOSED ROADWAY SECTION STATELINE ROAD
- DOWNHILL STOPPING CONDITION (1)
- UPHILL STOPPING CONDITION (1)

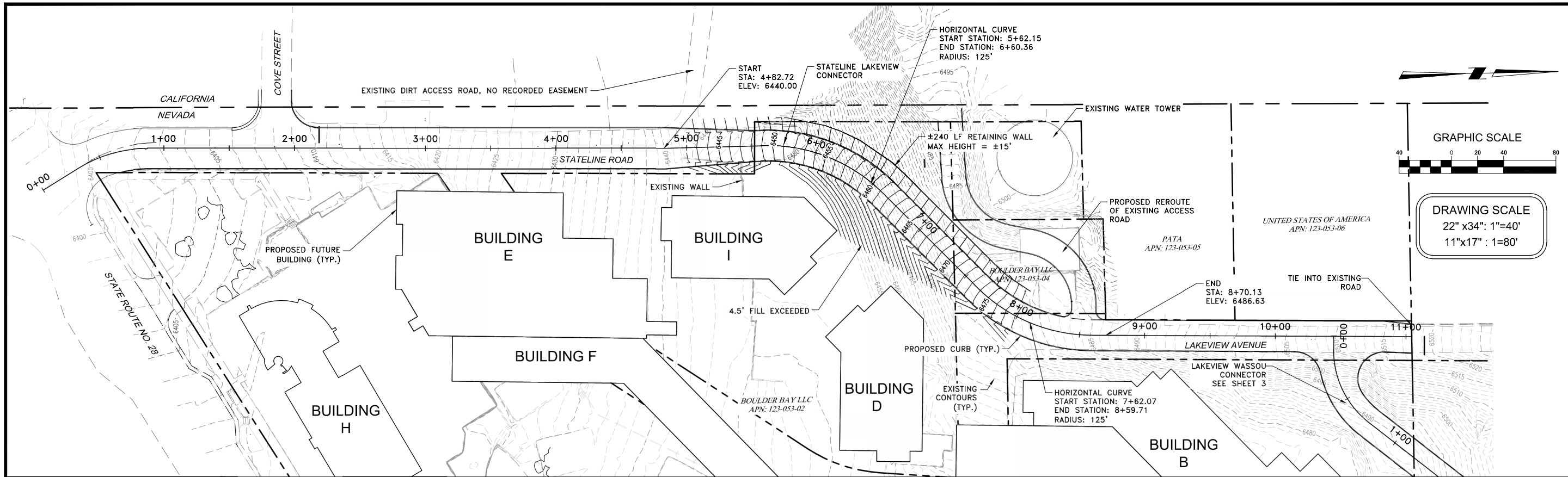
**NOTES:**

- 1) TOPOGRAPHY IS BASE ON FIELD WORK COMPLETED BY CFA 12/17
- 2) THE ADJACENT RESIDENTIAL AREA TO THE NORTH IS CLASSIFIED AS ZONES MDS AND HDS WITH LOT SIZES < 0.5 AC.
- 3) THE ALIGNMENT FOR WELLNESS WAY MATCHES WHAT WAS PREVIOUSLY APPROVED BY THE COUNTY. IT IS A PRIVATE ROADWAY WITH A PUBLIC ACCESS EASEMENT. ROADWAY SLOPES EXCEED COUNTY STANDARDS. WELLNESS WAY WAS INCLUDED AS PART OF THE TRPA APPROVED SITE PLAN.

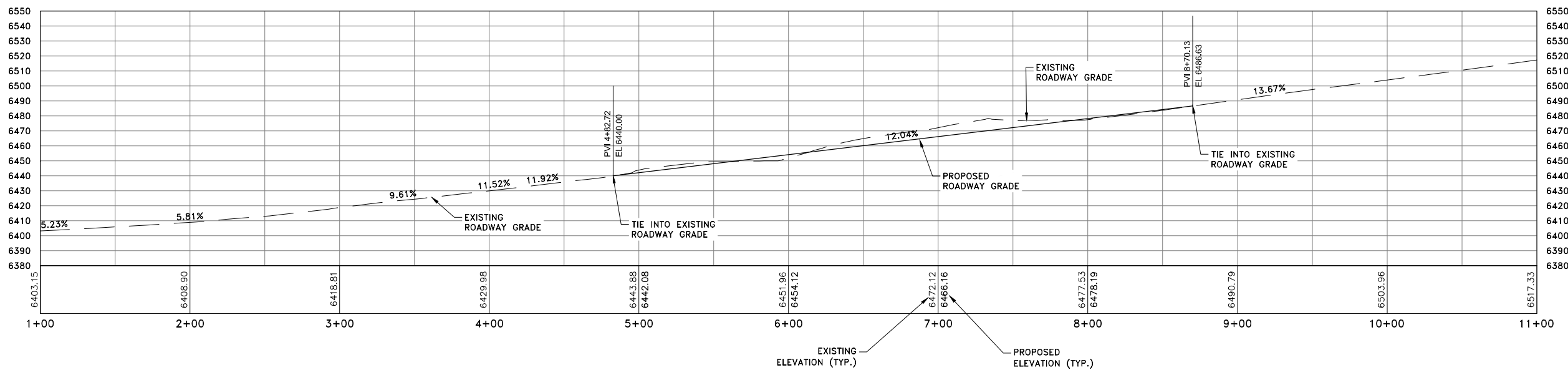
**PRELIMINARY  
(NOT FOR CONSTRUCTION)**

<p><b>CFA, INC.</b> LAND SURVEYORS CIVIL ENGINEERS LAND USE PLANNERS 1500 CORPORATE BOULEVARD - RENO, NEVADA 89502 775-856-1150 MAIN • 775-856-1160 FAX • CFA@CFAINC.COM</p>	<p>BOULDER BAY</p> <p>PROPOSED PUBLIC ROADWAY WIDTHS-AMENDED WASSOU-LAKEVIEW &amp; LAKEVIEW-STATELINE CONNECTORS</p> <p>NEVADA WASHOE COUNTY</p>																
<p>JOB NO. 17042.07 DESIGNED BY CJ CHECKED BY MKS DATE 4/9/2021</p>	<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>MARK</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	MARK	BY												
NO.	DATE	MARK	BY														
<p>SHEET <b>4</b></p>	<p>OF <b>4</b></p>																





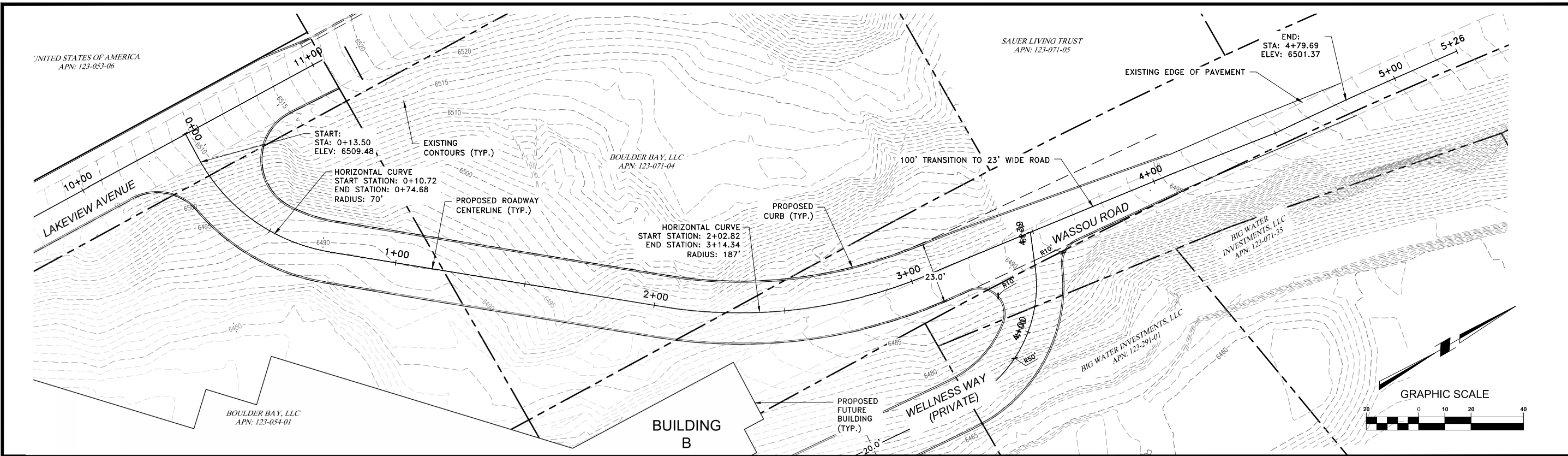
LAKEVIEW TO STATELINE CONNECTOR PLAN VIEW



NOTES:  
1) REFERENCE PROPOSED ROADWAY WIDTHS EXHIBIT FOR ROAD SECTIONS.

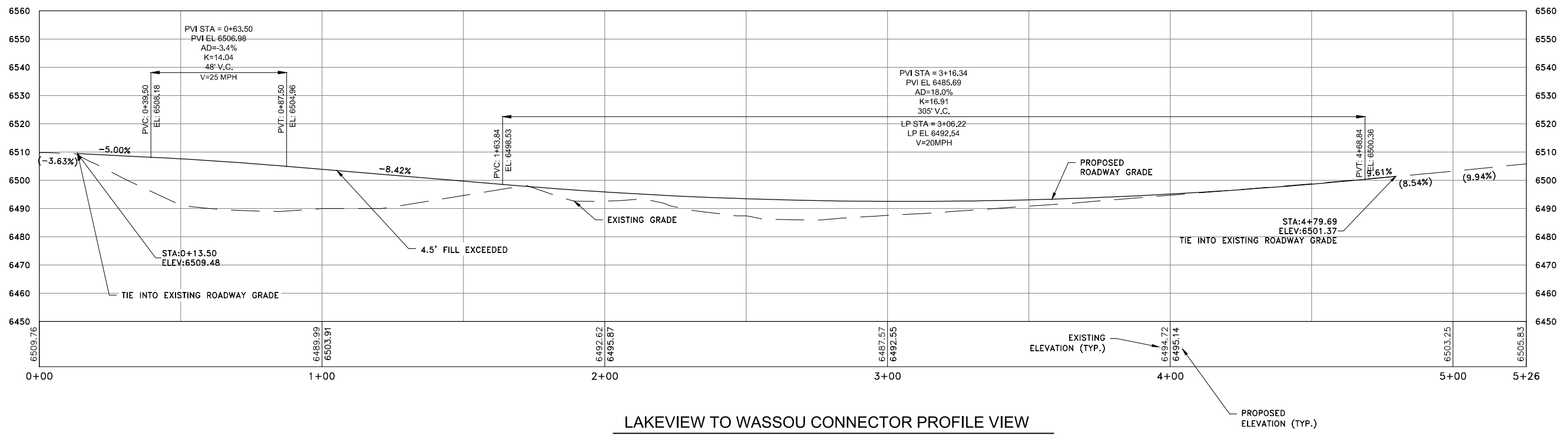
**PRELIMINARY  
(NOT FOR CONSTRUCTION)**

BY	
REVISIONS	
MARK	
DATE	
<b>PRELIMINARY NOT FOR CONSTRUCTION</b>	
	
<b>BOULDER BAY</b> LAKEVIEW-STATELINE CONNECTOR- AMENDED PLAN & PROFILE WASHOE COUNTY NEVADA	
JOB NO.	17042.07
DESIGNED BY	CJ
CHECKED BY	MKS
DATE	4/9/2021
SHEET	1
4	



LAKEVIEW TO WASSOU CONNECTOR PLAN VIEW

DRAWING SCALE  
22" x 34" : 1" = 20'  
11" x 17" : 1" = 40'



LAKEVIEW TO WASSOU CONNECTOR PROFILE VIEW  
HORIZONTAL: 1" = 20' VERTICAL: 1" = 20'

- NOTES:  
1) REFERENCE PROPOSED ROADWAY WIDTHS EXHIBIT FOR ROAD SECTIONS.

PRELIMINARY  
(NOT FOR CONSTRUCTION)

BY	
REVISIONS	
MARK	
DATE	
PRELIMINARY NOT FOR CONSTRUCTION	
<p>CFA, INC. LAND SURVEYORS CIVIL ENGINEERS LAND USE PLANNERS 1150 CORPORATE BOULEVARD • BEND, NEVADA 89502 775-856-1150 FAX • 775-856-1160 FAX • CFANORCO.COM</p>	
BOULDER BAY	
WASSOU-LAKEVIEW CONNECTOR - AMENDED PLAN & PROFILE	
NEVADA	
WASHOE COUNTY	
JOB NO.	17042.07
DESIGNED BY	CJ
CHECKED BY	MKS
DATE	4/9/2021
SHEET	2
OF	4

ALTA 03-21-18

# APPENDIX G

**LEGAL DESCRIPTIONS**

THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION FURNISHED IN A PRELIMINARY TITLE REPORT BY FIRST CENTENNIAL TITLE COMPANY OF NEVADA, ORDER NO. 234540-LT, DATED MARCH 8, 2018.

**PARCEL 1: (SEE SHEET 2)**

Lot 1, in Block F of NEVADA VISTA SUBDIVISION, being a subdivision of portion of Lots 1 and 2 and I and II in Section 30, Township 16 North, Range 18 East, M.D.B.&M., State of Nevada, County of Washoe, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on August 26, 1926.

EXCEPTING THEREFROM that portion thereof, conveyed to the County of Washoe, by Deed recorded July 17, 1997, in Book 111, Page 241, Deed Records, as Instrument No. 78492.

The above legal description was taken from prior Document No. 3548449.

APN: 123-042-01  
22 STATE ROUTE 28

**PARCEL 2: (SEE SHEET 3)**

All that portion of Lot 2, in Block F of NEVADA VISTA SUBDIVISION, as shown on the official map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on August 26, 1926, more particularly described as follows:

Beginning at the Northwest corner of said Lot 2; thence along the Northerly line thereof South 60°02' East 273.07 feet to the Northeast corner thereof, being a point on the Northwesterly line of Calaneva Drive; thence along said Northwesterly line, South 43°13' West 70.00 feet; thence leaving said Calaneva Drive, North 60°02' West 266.20 feet to a point on the Southeasterly line of Nevada State Route No. 28; thence along said line, and the Westerly line of said Lot 2, Northerly along the arc of a curve to the left, with a radius of 330 feet for an arc distance of 73.11 feet to the point of beginning.

The above legal description was taken from Prior Document No. 3548445.

APN: 123-042-02  
0 CALANEVA DRIVE

**PARCEL 3: (SEE SHEET 4)**

Commencing at the intersection of the West line of the Nevada State Highway No. 28 with the South line of Section 19, Township 16 North, Range 18 East, M.D.B.&M., thence South 88°58' West, along said South line of Section 19, a distance of 420.00 feet to the true point of beginning; thence South 88°58'00" West, a distance of 65.96 feet; thence North 07°32'27" West, a distance of 115.18 feet; thence North 88°58'00" East, a distance of 72.34 feet; thence South 07°32'00" West, a distance of 115.00 feet to the true point of beginning. Situate wholly within Lot 4 of Section 19, Township 16 North, Range 18 East, M.D.B.&M.

The above legal description was taken from Prior Document No. 3548445.

APN: 123-043-04  
101 LAKE VIEW AVENUE

**PARCEL 4: (SEE SHEET 5)**

All of Block C of the ADDITION TO NEVADA VISTA SUBDIVISION, as shown on the official map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 15, 1928.

EXCEPTING THEREFROM LOTS 1 AND 3

APN: 123-042-02 and a Portion of 123-042-04  
5 STATE ROUTE 28

**PARCEL 5: (SEE SHEET 5)**

Beginning at the Northeast corner of Lot 28, in Block C of the ADDITION TO NEVADA VISTA SUBDIVISION, as shown on the official map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 15, 1928, said point being South 37°00'48" East a distance of 331.90 feet from the Northwest corner of Section 30, Township 16 North, Range 18 East, M.D.B.&M., said corner being a State line monument; thence North 88°58' East 30.30 feet to a point; thence South 03°37' West 44.53 feet to a point; thence on a curve to the right through an angle of 26°16'70" with a radius of 460 feet, a distance of 210.93 feet; thence on a curve whose tangent bearing in North 11°29'10" East through an angle of 7°15'10" with a radius of 220.33 feet a distance of 27.89 feet; thence North 4°10' East 220.05 feet to the point of beginning.

The above legal description was taken from Prior Document No. 3548445.

APN: The remaining Portion of 123-042-04  
5 STATE ROUTE 28

**PARCEL 6: (SEE SHEET 5)**

Lots 1 and 3, in Block C, of the ADDITION TO NEVADA VISTA SUBDIVISION, as shown on the official map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 15, 1928.

APN: 123-042-03  
0 STATE ROUTE 28

**PARCEL 7: (SEE SHEET 5)**

All of Block "D" of the ADDITION TO NEVADA VISTA SUBDIVISION, as shown on the official map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 15, 1928.

EXCEPTING THEREFROM that portion thereof, conveyed to the County of Washoe for road purposes (Wassou Road Re-Alignment), as set forth in a Deed recorded February 17, 1964, under Filing No. 406693, Deed Records of Washoe County, Nevada.

APN: 123-043-02 and a portion of 123-042-04  
0 WASSOU ROAD

**PARCEL 8: (SEE SHEET 4)**

Lots 14, 15, 16, 17 and 18 of the MATT GREEN UNOFFICIAL SUBDIVISION of a Portion of Lot 4 of Section 19, Township 16 North, Range 18 East, M.D.B.&M., more particularly described as follows:

COMMENCING at the intersection of the Westerly right-of-way line of Nevada State Highway Route No. 28 (80 feet wide) with the South line of Section 19, Township 16 North, Range 18 East, M.D.B.&M.; thence along said South line South 89°17'50" West 240.00 feet; thence North 03°33'38" East 40.00 feet to the True Point of Beginning; thence North 03°33'38" East along the Western line of Wassou Road, (40.00 feet wide) a distance of 460.93 feet; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 2392.74 feet for an arc distance of 49.07 feet; thence South 89°15'47" West 140.00 feet to the East line of Lake View Avenue, (40 feet wide); thence South 03°33'38" West along said East line 510.00 feet to a line drawn South 89°17'50" West from the Point of Beginning; thence North 89°17'50" East 140.00 feet to the True Point of Beginning.

EXCEPTING THEREFROM all that certain real property, lying within the exterior boundaries of Lots 17 and 18 of the MATT GREEN UNOFFICIAL SUBDIVISION of a Portion of Lot 4 of Section 19, Township 16 North, Range 18 East, M.D.B.&M.

APN: 123-044-01  
47 RESERVOIR ROAD

**PARCEL 9: (SEE SHEET 4)**

Lots 14, 15, 16, 17 and 18 of the MATT GREEN UNOFFICIAL SUBDIVISION of a Portion of Lot 4 of Section 19, Township 16 North, Range 18 East, M.D.B.&M., more particularly described as follows:

COMMENCING at the intersection of the Westerly right-of-way line of Nevada State Highway Route No. 28 (80 feet wide) with the South line of Section 19, Township 16 North, Range 18 East, M.D.B.&M.; thence along said South line South 89°17'50" West 240.00 feet; thence North 03°33'38" East 40.00 feet to the True Point of Beginning; thence North 03°33'38" East along the Western line of Wassou Road, (40.00 feet wide) a distance of 460.93 feet; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 2392.74 feet for an arc distance of 49.07 feet; thence South 89°15'47" West 140.00 feet to the East line of Lake View Avenue, (40 feet wide); thence South 03°33'38" West along said East line 510.00 feet to a line drawn South 89°17'50" West from the Point of Beginning; thence North 89°17'50" East 140.00 feet to the True Point of Beginning.

EXCEPTING THEREFROM all that certain real property, lying within the exterior boundaries of Lots 14, 15 and 16 of the MATT GREEN UNOFFICIAL SUBDIVISION of a Portion of Lot 4 of Section 19, Township 16 North, Range 18 East, M.D.B.&M.

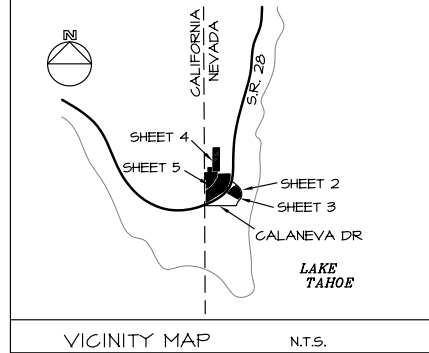
APN: 123-071-04  
0 WASSOU ROAD

**PARCEL 10: (SEE SHEET 5)**

A portion of the NW ¼ of Section 30, Township 16 North, Range 18 East, M.D.B.&M., being that portion of Reservoir Drive bounded by that certain Order of Abandonment recorded February 17, 1964, under Filing No. 406694, Liens and Miscellaneous, Washoe County Nevada Records, more particularly described as follows:

BEGINNING at the North One-Quarter Section corner of said Section 30; thence South 89°19'17" West 236.90 feet to the Northeast corner of Lot 7, in Block D of the Addition to Nevada Vista Subdivision, as shown on the Official Map thereof, thence South 4°10'00" West 59.71 feet along the Westerly right of way line of Reservoir Drive; thence South 88°50'00" East 40.00 feet to a point on the Easterly right of way line of Reservoir Drive, and the True Point of Beginning; thence South 4°10'00" West 172.57 feet along said Easterly right of way line to a point; thence South 88°00'08" West 505.15 feet along the Southerly right of way line of Reservoir Drive to the Northwest corner of Lot 2, in Block C of the Addition to Nevada Vista Subdivision, as shown on the Official Map thereof; thence North 25°30'08" East 127.22 feet to the beginning of a curve to the left having a radius of 194.34 feet, a total curvature of 22°00'00" and a long chord of North 44°50'08" East 74.16 feet; thence along said curve a distance of 74.62 feet to a point of tangency; thence North 88°30'08" East 41.04 feet to the Northerly right of way line of Reservoir Drive; thence North 88°00'08" East 48.15 feet along said Northerly right of way line to a point; thence North 4°10'00" East 40.76 feet along the Westerly right of way line of Reservoir Drive to a point; thence North 33°30'08" East 41.18 feet to the beginning of a curve to the left having a radius of 124.62 feet, a total curvature of 29°10'08" and a long chord of North 18°50'04" East 78.32 feet; thence along said curve a distance of 79.17 feet to the True Point of Beginning.

APN: A portion of 123-042-04  
5 STATE ROUTE 28



**TITLE NOTES**

- SOURCE OF LEGAL DESCRIPTIONS: DOC. NO. 3548445 AND DOC. NO. 3548444, WASHOE COUNTY OFFICIAL RECORDS.
- ENCROACHMENTS WERE DISCOVERED DURING THE COURSE OF THIS SURVEY.

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE, WEST ZONE NAD83(94) AND IS BASED ON MONUMENTS SHOWN HEREON. COORDINATES AND DISTANCES HEREON ARE AT GROUND LEVEL BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000263.

**NOTES:**

- GROSS LAND AREA SURVEYED = 8.27 ACRES

TO NORTHLIGHT REAL ESTATE OPPORTUNITY FUND L.P., A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS.  
BOULDER BAY, LLC, A NEVADA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS.  
TAYLOR DERRICK CAPITAL, LLC, ITS SUCCESSORS AND ASSIGNS,  
AND FIRST CENTENNIAL TITLE COMPANY OF NEVADA;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA & NSPS, AND INCLUDES ITEMS 2, 4, 7(a), 8, 9, 13 & 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MARCH 13, 2018.



KENNETH R. ARNETT, PLS 7629 DATE 3/21/18

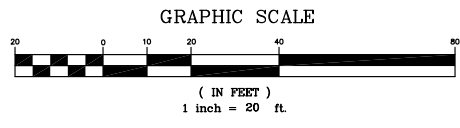
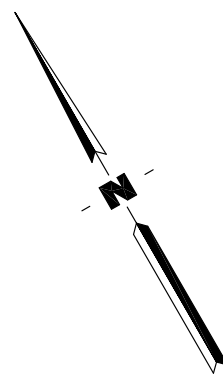
REVISIONS	BY

**ALTANSPS LAND TITLE SURVEY**  
 BEING THE LANDS OF BOULDER BAY LLC  
 AS DESCRIBED IN DOC. NOS. 3548445 & 3548444, W.C.O.R.  
 BEING A PORTION OF SEC. 19 & SEC. 30, T.16N., R.18E., M.D.B.&M.  
 WASHOE COUNTY, NEVADA

**ARNETT & ASSOCIATES, INC.**  
 LAND SURVEYORS & PLANNERS  
 TRUCKEE (831) 941-0622  
 NORTH TANGIE (775) 834-8648  
 NORTH DRIVE, NO. 13, INGLE VILLAGE, NEVADA 89411  
 P.O. BOX 1000, TOWSON, MARYLAND 21286  
 ARNETT@ARNETTINC.COM

DATE	3/21/18
SCALE	1"=80'
DRAWN	JDT
JOB	07-01-04
FILE	ALTA.DWG
SHEET	<b>1</b>
OF 5 SHEETS	





**RECORD DOCUMENTS**

THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION FURNISHED IN A PRELIMINARY TITLE REPORT BY FIRST CENTENNIAL TITLE COMPANY OF NEVADA, ORDER NO. 234540-LT, DATED MARCH 8, 2018.

THE FOLLOWING AFFECT PARCEL 1:

1. Covenants, conditions and restrictions, set forth in a Declaration of Restrictions, recorded July 13, 1971, in Book 17, Page 50, as Document No. 40986, and recorded November 20, 1978, in Book 74, Page 399, as Document No. 44430, and recorded February 28, 1979, in Book 75, Page 471, as Document No. 46168, Deed Records.
2. An easement and right of way for drainage facilities and incidental purposes, as granted to the County of Washoe, as set forth in an instrument recorded October 29, 1979, in Book 1442, Page 109, as Document No. 638454, Official Records. NOT LOCATABLE OF RECORD.
3. An easement for permanent easement and right of way for drainage facilities and incidental purposes, as granted to the County of Washoe, as set forth in an instrument recorded November 2, 1979, in Book 1447, Page 11, as Document No. 639443, Official Records.

**LEGEND**

- NOTHING FOUND OR SET
- FOUND AS NOTED
- ⊙ SEWER MANHOLE
- ⊙ SEWER CLEANOUT
- UTILITY AS NOTED
- ⊕ POWER POLE W/ GUY ANCHOR
- ⊕ WATER VALVE
- ⊕ FIRE HYDRANT
- ⊕ LIGHT
- ⊕ TRAFFIC SIGN
- ⊕ UNDERGROUND TELEPHONE
- OVERHEAD TELEPHONE/ELECTRIC
- WATER LINE
- D.I. DRAIN INLET
- GMP CORRUGATED METAL PIPE FOR STORM DRAINAGE
- EDGE OF PAVEMENT

**RECORD REFERENCES**

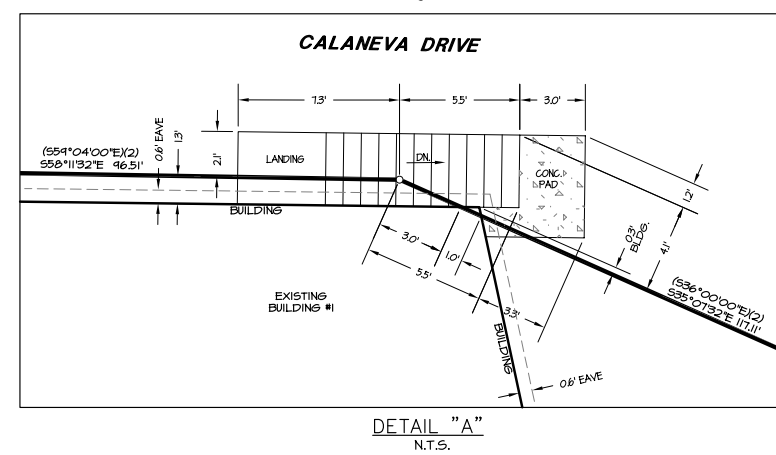
- (1) DOCUMENT NO. 3548445
- (2) DOCUMENT NO. 3548449
- (3) NDOT HIGHWAY MAP NO. 14, DATED AUGUST 1958
- (4) RECORD OF SURVEY NO. 120, W.C.O.R.
- (5) RECORD OF SURVEY NO. 2338, P.C.R.
- (6) RECORD OF SURVEY NO. 4504, W.C.O.R.
- (7) NEVADA VISTA SUBDIVISION, TRACT MAP NO. 148, W.C.O.R.
- (8) ADDITION TO NEVADA VISTA SUBDIVISION, TRACT MAP NO. 214, W.C.O.R.

NOTE: COURSES AND DISTANCES SHOWN HEREON ARE RECORD PER THE SUBJECT DEED DOC. NOS. 3548445 & 3548449 AND THE SUBDIVISION TRACT MAPS T148 & T214 AND THE UNRECORDED MAP OF MATT GREEN SUBDIVISION, WASHOE COUNTY RECORDS, ROTATED TO STATE PLANE (RECORD BEARINGS IN PARENTHESES), UNLESS OTHERWISE NOTED AS NOTED ABOVE.

SHEET 5

SHEET 3

PARKING TABLE	
STANDARD SPACES	26
LOADING ZONE	2
TOTAL	28



REVISIONS	BY

**ALTANSPS LAND TITLE SURVEY**  
 BEING THE LANDS OF BOULDER BAY LLC  
 AS DESCRIBED IN DOC. NOS. 3548445 & 3548449, W.C.O.R.  
 BEING A PORTION OF SEC. 19 & SEC. 30, T.16N., R.18E., M.D.B.#4M.  
 WASHOE COUNTY, NEVADA

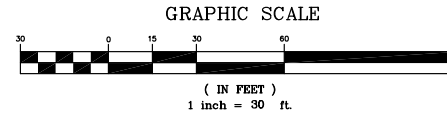
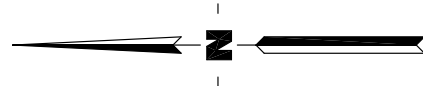
**ARNETT & ASSOCIATES, INC.**  
 LAND SURVEYORS & PLANNERS  
 TRUCKEE (530) 947-9822  
 NORTH TAIHOE (775) 934-8688  
 100 COUNTRY CLUB DRIVE, NO. 13, INGLE VILLAGE, NEVADA 89417  
 SOUTH TAIHOE (530) 843-3008  
 WWW.ARNETTCONSULTANTS.COM



DATE	3/21/18
SCALE	1"=20'
DRAWN	JDT
JOB	07-01-04
FILE	ALTADNG
SHEET	2

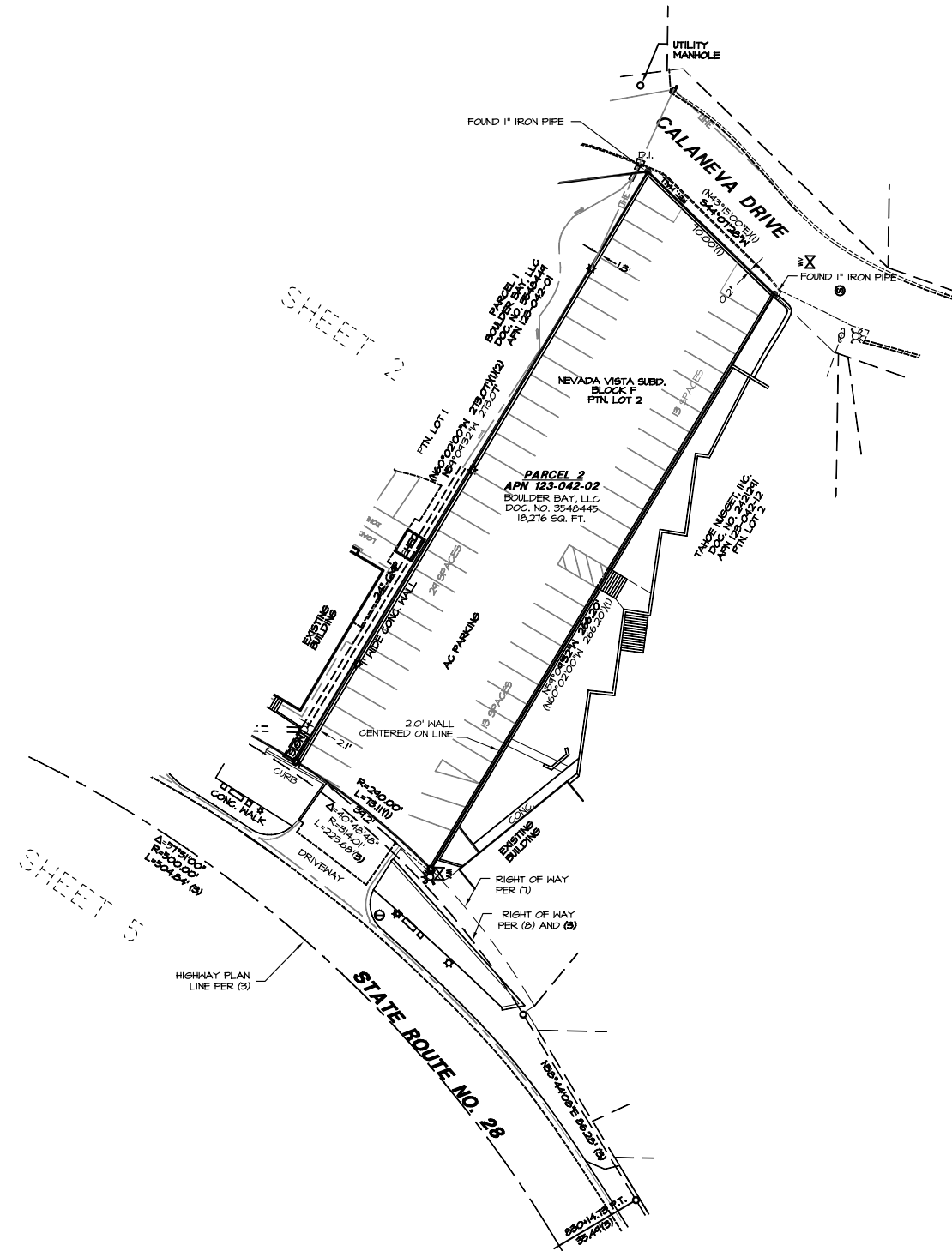
PARKING TABLE	
STANDARD SPACES	55
TOTAL PARKING SPACES	55

**LAND AREA (BY APN)**  
 APN 123-042-02 = 18,216 SQ. FT.



**LEGEND**

- FOUND AS NOTED
- NOTHING FOUND OR SET
- ⊙ SEWER MANHOLE
- ⊙ TELEPHONE MANHOLE
- ⊙ DRAIN INLET
- ⊙ POWER POLE
- ⊙ WATER VALVE
- ⊙ FIRE HYDRANT
- ⊙ STREET LAMP
- BENCH W/ TRASH ENCLOSURES (T.E.)



REVISIONS	BY

**ALTANSPS LAND TITLE SURVEY**  
 BEING THE LANDS OF BOULDER BAY LLC  
 AS DESCRIBED IN DOC. NOS. 3548445 & 3548449, W.C.O.R.  
 BEING A PORTION OF SEC. 19 & SEC. 30, T.16N., R.18E., M.D.B.#M.  
 WASHOE COUNTY, NEVADA

**RECORD REFERENCES**

- (1) DOCUMENT NO. 3548445
- (2) DOCUMENT NO. 3548449
- (3) NDOT HIGHWAY MAP NO. 19, DATED AUGUST 1958
- (4) RECORD OF SURVEY NO. 120, W.C.O.R.
- (5) RECORD OF SURVEY NO. 2338, P.C.R.
- (6) RECORD OF SURVEY NO. 4509, W.C.O.R.
- (7) NEVADA VISTA SUBDIVISION, TRACT MAP NO. 198, W.C.O.R.
- (8) ADDITION TO NEVADA VISTA SUBDIVISION, TRACT MAP NO. 214, W.C.O.R.

NOTE: COURSES AND DISTANCES SHOWN HEREON ARE RECORD PER THE SUBJECT DEED DOC. NOS 3548445 & 3548449 AND THE SUBDIVISION TRACT MAPS T198 & T214 AND THE UNRECORDED MAP OF MATT GREEN SUBDIVISION, WASHOE COUNTY RECORDS, ROTATED TO STATE PLANE (RECORD BEARINGS IN PARENTHESIS), UNLESS OTHERWISE NOTED AS NOTED ABOVE.

**RECORD DOCUMENTS**

THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION FURNISHED IN A PRELIMINARY TITLE REPORT BY FIRST CENTENNIAL TITLE COMPANY OF NEVADA, ORDER NO. 234540-LT, DATED MARCH 8, 2018.

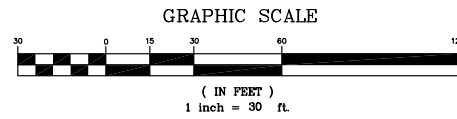
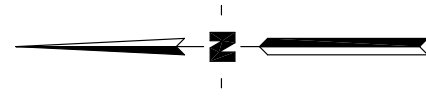
**THE FOLLOWING AFFECT PARCEL 2:**

19. An easement for Public Utilities and incidental purposes, as Reserved by Broadway Land, a water company, as set forth in an instrument recorded September 4, 1990, in Book 53, Page 443, as Document No. 33675, Deed Records. (NOT LOCATABLE OF RECORD.)
20. Covenants, conditions and restrictions, set forth in a Declaration of Restrictions, recorded September 9, 1997, in Book 3667, Page 10, as Document No. 1603871, Official Records, Washoe County, Nevada.
21. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Memorandum of Agreement," recorded July 28, 2011, as Document No. 4076250, of Official Records. (AFFECTS SAID LAND AND OTHER LAND)

**ARNETT & ASSOCIATES, INC.**  
 LAND SURVEYORS - PLANNERS  
 110 COUNTRY CLUB DRIVE, SUITE 103, INGLE WILLOW, NEVADA 89441  
 SOUTH LAKE 1830 643-3008 TRUCKEE 8310 587-0822  
 PSM@ARNETTCONSTRUCT.COM ARNETTCONSTRUCT.COM



DATE 3/21/18  
 SCALE 1"=30'  
 DRAWN JDT  
 JOB 07-01-04  
 FILE ALTADNG  
 SHEET



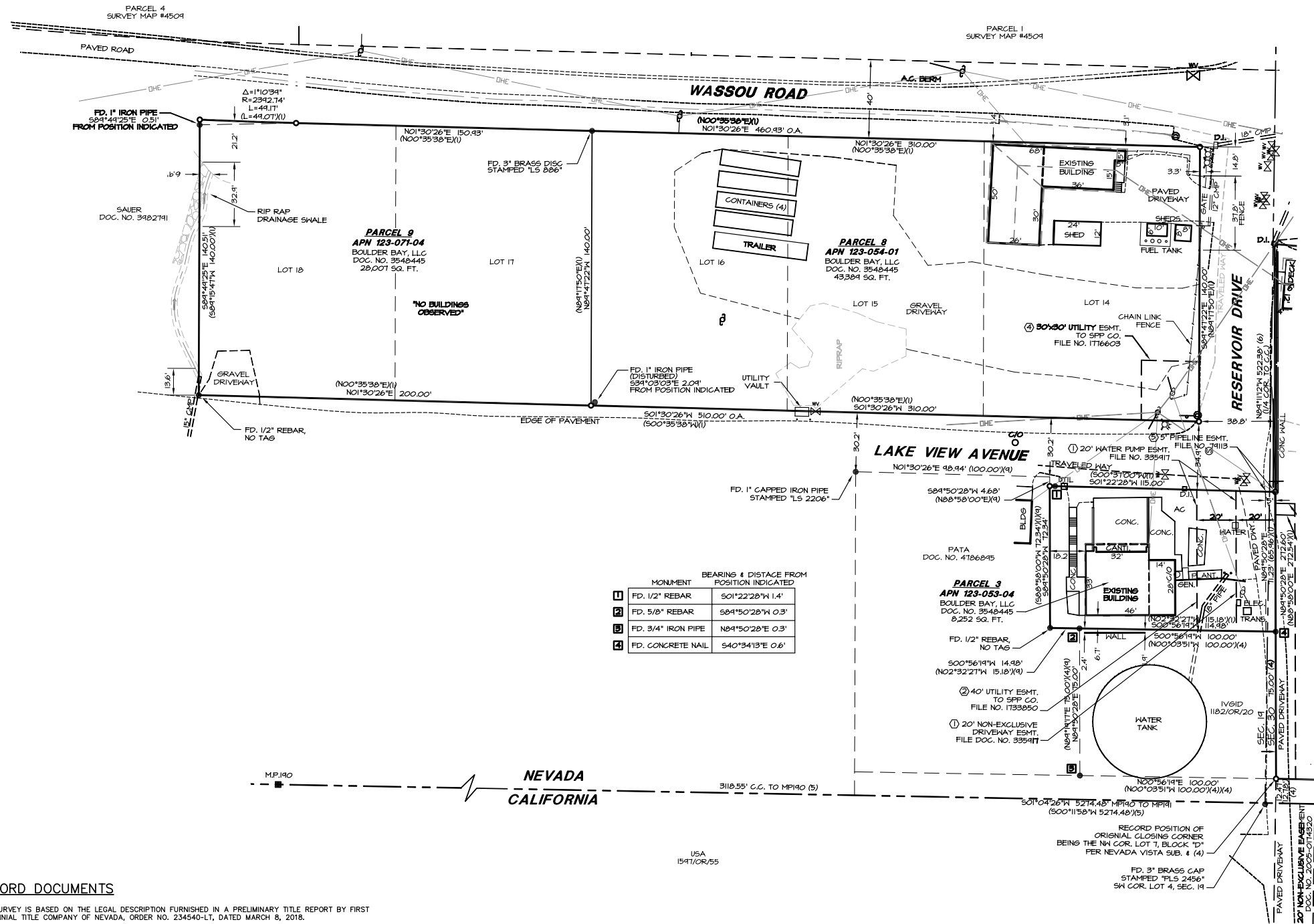
**LEGEND**

- FOUND AS NOTED
- NOTHING FOUND OR SET
- ⊙ SEWER MANHOLE
- ⊙ TELEPHONE MANHOLE
- ⊙ STORM MANHOLE
- D.I. DRAIN INLET
- ⊙ POWER POLE
- ⊙ WATER VALVE
- ⊙ CLEAN OUT
- ⊙ FIRE HYDRANT
- ⊙ STREET LAMP
- ⊙ SIGN
- UTILITY AS NOTED

**RECORD REFERENCES**

- (1) DOCUMENT NO. 3548445
- (2) DOCUMENT NO. 3548444
- (3) NDOT HIGHWAY MAP NO. 19, DATED AUGUST 1958
- (4) RECORD OF SURVEY NO. 120, W.C.O.R.
- (5) RECORD OF SURVEY NO. 2338, P.C.R.
- (6) RECORD OF SURVEY NO. 4504, W.C.O.R.
- (7) NEVADA VISTA SUBDIVISION, TRACT MAP NO. 198, W.C.O.R.
- (8) ADDITION TO NEVADA VISTA SUBDIVISION, TRACT MAP NO. 214, W.C.O.R.
- (9) DOCUMENT NO. 4186895

NOTE: COURSES AND DISTANCES SHOWN HEREON ARE RECORD PER THE SUBJECT DEED DOC. NOS. 3548445 & 3548444 AND THE SUBDIVISION TRACT MAPS T198 & T214 AND THE UNRECORDED MAP OF HATT GREEN SUBDIVISION, WASHOE COUNTY RECORDS, ROTATED TO STATE PLANE (RECORD BEARING IN PARENTHESIS), UNLESS OTHERWISE NOTED AS NOTED ABOVE.



MONUMENT	BEARING & DISTANCE FROM POSITION INDICATED
1	FD. 1/2" REBAR 501°22'28"N 1.4'
2	FD. 5/8" REBAR 584°50'28"N 0.3'
3	FD. 3/4" IRON PIPE N84°50'28"E 0.3'
4	FD. CONCRETE NAIL 540°34'13"E 0.6'

LAND AREA (BY APN)	
APN 123-153-04	= 8,252 SQ. FT.
APN 123-154-01	= 43,389 SQ. FT.
APN 123-171-04	= 28,007 SQ. FT.

**RECORD DOCUMENTS**

- THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION FURNISHED IN A PRELIMINARY TITLE REPORT BY FIRST CENTENNIAL TITLE COMPANY OF NEVADA, ORDER NO. 234540-LT, DATED MARCH 8, 2018.
- THE FOLLOWING AFFECT PARCEL 3:
29. An easement affecting a portion of said land for Pipelines and incidental purposes, as granted to Cal-Neva, Incorporated, a Nevada corporation, as set forth in an instrument recorded September 7, 1937, in Book 111, Page 514, as Document No. 79113, Deed Records.
  30. An easement affecting a portion of said land for Roadway, Water Pump, Pipelines and incidental purposes, as granted to Ted Malley, as set forth in an instrument recorded April 24, 1961, in Book 277, Page 684, as Document No. 332917, Official Records. (Affects the South 70 feet, the North 70 feet and the South 40 feet)
  31. An easement as granted to Sierra Pacific Power Company, to construct, operate and maintain electric power and communication lines and incidental purposes, by instrument recorded November 18, 1993, in Book 3903, Page 79, as Document No. 1733850, Official Records.
- THE FOLLOWING AFFECT PARCELS 8 & 9:
78. An easement as granted to Sierra Pacific Power Company to construct, operate and maintain electric power and communication lines and incidental purposes, by instrument recorded March 17, 1994, in Book 4010, Page 954, as Document No. 1776603, Official Records.
86. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Memorandum of Agreement," recorded July 28, 2011, as Document No. 4076250, Official Records. (AFFECTS SAID LAND AND OTHER LAND)

REVISIONS	BY

**ALTANSPS LAND TITLE SURVEY**  
 BEING THE LANDS OF BOULDER BAY LLC  
 AS DESCRIBED IN DOC. NOS. 3548445 & 3548444, W.C.O.R.  
 BEING A PORTION OF SEC. 19 & SEC. 30, T.16N., R.18E., M.D.B.#4M.  
 WASHOE COUNTY, NEVADA

**ARNETT & ASSOCIATES, INC.**  
 LAND SURVEYORS & PLANNERS  
 NORTH TAHOE 1778 831-888 TRUCKEE (831) 587-0822  
 SOUTH TAHOE 1830 843-3008  
 110 COUNTRY CLUB DRIVE, NO. 13, INGLE VILLAGE, NEVADA 89417  
 PLS. VISIT WWW.ARNETTCONSULTANTS.COM



DATE 3/21/18  
 SCALE 1"=30'  
 DRAWN JDT  
 JOB 07-01-04  
 FILE ALTADNG  
 SHEET



LEGEND

- FOUND AS NOTED
- NOTHING FOUND OR SET
- ⊙ SEWER MANHOLE
- ⊕ TELEPHONE MANHOLE
- ⊗ STORM MANHOLE
- D.I. DRAIN INLET
- ⊕ POWER POLE
- ⊕ WATER VALVE
- CLEAN OUT
- ⊕ FIRE HYDRANT
- ⊕ STREET LAMP
- ⊕ SIGN
- UTILITY AS NOTED
- BENCH W/ TRASH ENCLOSURES (T.E.)

RECORD REFERENCES

- (1) DOCUMENT NO. 3548445
- (2) DOCUMENT NO. 3548444
- (3) NDOT HIGHWAY MAP NO. 14, DATED AUGUST 1958
- (4) RECORD OF SURVEY NO. 120, W.C.O.R.
- (5) RECORD OF SURVEY NO. 2398, P.C.R.
- (6) RECORD OF SURVEY NO. 4504, W.C.O.R.
- (7) NEVADA VISTA SUBDIVISION, TRACT MAP NO. 148, W.C.O.R.
- (8) ADDITION TO NEVADA VISTA SUBDIVISION, TRACT MAP NO. 214, W.C.O.R.

NOTE: COURSES AND DISTANCES SHOWN HEREON ARE RECORD PER THE SUBJECT DEED DOC. NO. 3548445 & 3548444 AND THE SUBDIVISION TRACT MAPS T148 & T214 AND THE UNRECORDED MAP OF MATT GREEN SUBDIVISION, WASHOE COUNTY RECORDS, ROTATED TO STATE PLANE (RECORD BEARINGS IN PARENTHESES), UNLESS OTHERWISE NOTED AS NOTED ABOVE.

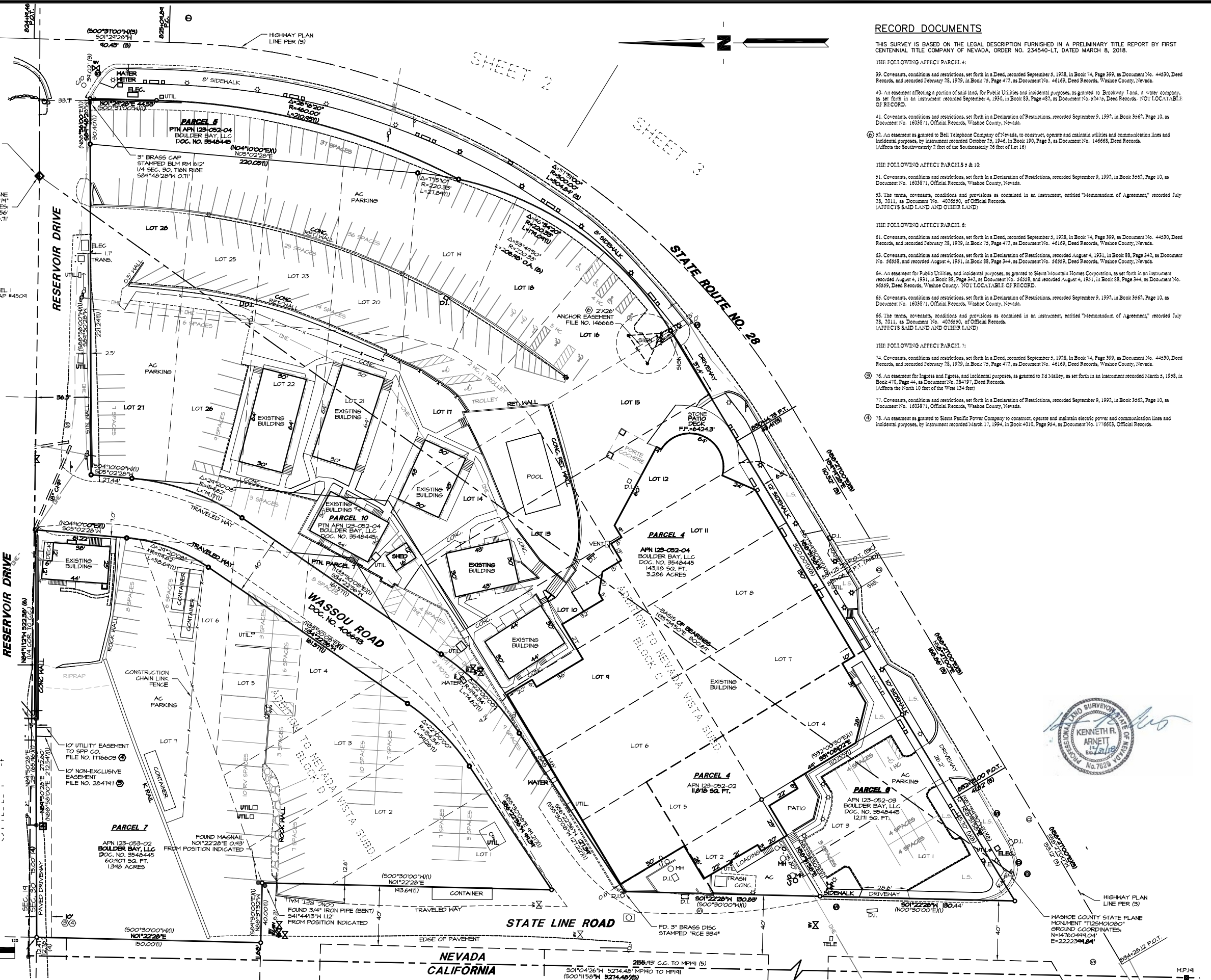
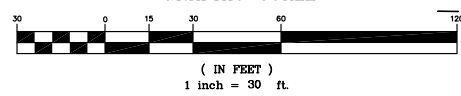
LAND AREA (BY APN)

- APN 123-152-02 = 11,878 SQ. FT.
- APN 123-152-03 = 12,171 SQ. FT.
- APN 123-152-04 = 143,118 SQ. FT. (3.286 ACRES)
- APN 123-153-02 = 60,907 SQ. FT. (1.398 ACRES)

PARKING TABLE

STANDARD SPACES	238
RV SPACES	10
MOTORCYCLE SPACES	2
HANDICAPPED SPACES	12
TROLLEY SPACES	1
TOTAL PARKING SPACES	263

GRAPHIC SCALE



RECORD DOCUMENTS

- THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION FURNISHED IN A PRELIMINARY TITLE REPORT BY FIRST CENTENNIAL TITLE COMPANY OF NEVADA, ORDER NO. 234540-LT, DATED MARCH 8, 2018.
- THE FOLLOWING AFFECT PARCEL 4:
39. Covenants, conditions and restrictions, set forth in a Deed, recorded September 2, 1978, in Book 74, Page 399, as Document No. 44530, Deed Records, and recorded February 28, 1979, in Book 75, Page 473, as Document No. 46169, Deed Records, Washoe County, Nevada.
  40. An easement affecting a portion of said land, for Public Utilities and incidental purposes, as granted to Brookview Land, a water company, as set forth in an instrument recorded September 4, 1930, in Book 83, Page 487, as Document No. 32470, Deed Records, NOT LOCATABLE OF RECORD.
  41. Covenants, conditions and restrictions, set forth in a Declaration of Restrictions, recorded September 9, 1992, in Book 3567, Page 10, as Document No. 1603871, Official Records, Washoe County, Nevada.
  42. An easement as granted to Bell Telephone Company of Nevada, to construct, operate and maintain utilities and communication lines and incidental purposes, by instrument recorded October 25, 1946, in Book 190, Page 3, as Document No. 146668, Deed Records. (Affects the Southwesterly 2 Feet of the Southeasterly 26 Feet of Lot 16)
- THE FOLLOWING AFFECT PARCELS 5 & 10:
51. Covenants, conditions and restrictions, set forth in a Declaration of Restrictions, recorded September 9, 1992, in Book 3567, Page 10, as Document No. 1603871, Official Records, Washoe County, Nevada.
  53. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Memorandum of Agreement," recorded July 28, 2011, as Document No. 402650, of Official Records.
- THE FOLLOWING AFFECT PARCEL 6:
61. Covenants, conditions and restrictions, set forth in a Deed, recorded September 2, 1978, in Book 74, Page 399, as Document No. 44530, Deed Records, and recorded February 28, 1979, in Book 75, Page 473, as Document No. 46169, Deed Records, Washoe County, Nevada.
  63. Covenants, conditions and restrictions, set forth in a Declaration of Restrictions, recorded August 4, 1931, in Book 86, Page 347, as Document No. 26558, and recorded August 4, 1931, in Book 88, Page 344, as Document No. 26559, Deed Records, Washoe County, Nevada.
  64. An easement for Public Utilities, and incidental purposes, as granted to Sierra Mountain Homes Corporation, as set forth in an instrument recorded August 4, 1931, in Book 88, Page 347, as Document No. 26558, and recorded August 4, 1931, in Book 88, Page 344, as Document No. 26559, Deed Records, Washoe County, Nevada.
  65. Covenants, conditions and restrictions, set forth in a Declaration of Restrictions, recorded September 9, 1992, in Book 3567, Page 10, as Document No. 1603871, Official Records, Washoe County, Nevada.
  66. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Memorandum of Agreement," recorded July 28, 2011, as Document No. 402650, of Official Records.
- THE FOLLOWING AFFECT PARCEL 7:
74. Covenants, conditions and restrictions, set forth in a Deed, recorded September 2, 1978, in Book 74, Page 399, as Document No. 44530, Deed Records, and recorded February 28, 1979, in Book 75, Page 473, as Document No. 46169, Deed Records, Washoe County, Nevada.
  76. An easement for Ingress and Egress, and incidental purposes, as granted to Ed Bailey, as set forth in an instrument recorded March 5, 1958, in Book 40, Page 44, as Document No. 28479, Deed Records. (Affects the North 10 Feet of the West 154 Feet)
  77. Covenants, conditions and restrictions, set forth in a Declaration of Restrictions, recorded September 9, 1992, in Book 3567, Page 10, as Document No. 1603871, Official Records, Washoe County, Nevada.
  78. An easement as granted to Sierra Pacific Power Company to construct, operate and maintain electric power and communication lines and incidental purposes, by instrument recorded March 17, 1994, in Book 4010, Page 954, as Document No. 1776603, Official Records.



REVISIONS BY

ALTANSPS LAND TITLE SURVEY  
BEING THE LANDS OF BOULDER BAY LLC  
AS DESCRIBED IN DOC. NOS. 3548445 & 3548444, W.C.O.R.  
BEING A PORTION OF SEC. 19 & SEC. 30, T.16N., R.18E., M.D.B.#M.  
WASHOE COUNTY, NEVADA

LAND SURVEYORS PLANNERS  
**ARNETT & ASSOCIATES, INC.**  
NORTH TANCE 1778 831-888 TRUCKEE (831) 887-0822  
10 COUNTRY CLUB DRIVE, NO. 13, INGLE VILLAGE, NEVADA 89417  
PERMITS@ARNETTCONSULTANTS.COM

DATE 3/21/18  
SCALE 1"=30'  
DRAWN JDT  
JOB 07-01-04  
FILE ALTADNG  
SHEET 5 OF 5 SHEETS

2018 TITLE REPORT-BOULDER BAY, LLC  
2019 TITLE REPORT-BIG WATER INVESTMENTS  
2019 TITLE REPORT-USFS PARCEL  
2019 TITLE REPORT-WASSOU ROAD

## **APPENDIX H**



*First American Title*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 123-2616410

### COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

#### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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First American Title

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 123-2616410

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company

Issuing Office: 940 Southwood Blvd, Suite 203

Incline Village, NV 89451

Issuing Office's ALTA® Registry ID: 0002034

Commitment No.: 123-2616410

Property Address: 123-053-02,123-053-04,, 123-054-01,123-052-02, 123-052-03,123-052-04, 123-071-04,123-291-01,

Crystal Bay, NV

Revision No.:

**Inquiries Should Be Directed To:**

Vickie Donati

Phone: (775)831-2488

Email: VDonati@firstam.com

Issuing Office File No.: 123-2616410


### SCHEDULE A

1. Commitment Date: January 22, 2021 8:00 AM
2. Policies to be issued:
  - (a) ALTA Owners Policy  
Proposed Insured: To Be Determined  
Proposed Policy Amount: \$1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is

**Fee**

4. The Title is, at the Commitment Date, vested in: Boulder Bay, LLC, a Nevada limited liability company as to parcels 1 through 7  
  
and  
  
Big Water Investments, LLC, a Nevada limited liability company as to Parcel 8
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

By:   
Vickie A Taylor  
Authorized Signatory

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*First American Title*

# Schedule BI & BII

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 123-2616410

Commitment No.: 123-2616410

### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Releases(s) or Reconveyance(s) of Item(s): 36, 37 and 38
6. Other: NONE
7. You must give us the following information:
  - A. Any off record leases, surveys, etc.
  - B. Statement(s) of Identity, all parties.
  - C. Others: NONE

The following additional requirements, as indicated by "X", must be met:

8. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

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9. An ALTA/NSPS survey of recent date, that complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as the Company may deem necessary.
10. The following LLC documentation is required from Boulder Bay, LLC, a Nevada limited liability company and Big Water Investments, LLC, a Nevada limited liability company.

- Prior to the close of escrow or the issuance of any policy of title insurance, we will require that copies of the Articles of Organization, the Operation Agreement and the Current Appointment of Manager of Boulder Bay, LLC, a Nevada limited liability company and Big Water Investments, LLC, a Nevada Limited Liability Company, be submitted to the Company for examination.
- Evidence of proper filing and good standing in the State of Nevada of Boulder Bay, LLC, a Nevada limited liability company and Big Water Investments, LLC, a Nevada limited liability company.

11. The following partnership documentation is required from :

12. The following documentation is required from corporation:

13. Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as the Company may deem necessary.

14. A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as the Company may deem necessary.

15. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

16. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the Land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

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- 17. The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.
  
- 18. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- 19. Financial statements from the appropriate parties must be submitted to the Company for review.
  
- 20. A copy of the construction contract must be submitted to the Company for review.
  
- 21. The Company reserves the right to perform an inspection of the Land to verify that there has been no commencement of work or delivery of materials involving either existing or new improvements located on the Land.

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First American Title

## Schedule BI & BII (Cont.)

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 123-2616410

Commitment No.: 123-2616410

#### SCHEDULE B, PART II

##### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and that are not shown by the Public Records.
5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

##### **Exceptions 1-6 will be omitted on extended coverage policies**

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. Water rights, claims or title to water, whether or not shown by the Public Records.

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9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
10. Any taxes that may be due as provided under NRS 361.4725.
11. Any unpaid charges due the Incline Village General Improvement District. Specific amounts may be obtained by calling (775)832-1203.
12. Any unpaid charges due the Washoe County Sewer & Water District. Specific amounts may be obtained by calling the Washoe County Water Resources, Utility Services Division at P.O. Box 11130, Reno, NV 89520, (775) 954-4601.

**The Following Matters Affect Parcels 1 through 7:**

13. Those taxes for the fiscal year July 1, 2020 through June 30, 2021, including any secured personal property taxes collected by the County Treasurer.

APN 123-053-02

<b>1st installment</b>	<b>\$ 1,852.35</b>	<b>PAID</b>
<b>2nd installment</b>	<b>\$ 1,852.21</b>	<b>PAID</b>

<b>3rd installment</b>	<b>\$ 1,852.21</b>	<b>PAID</b>
<b>4th installment</b>	<b>\$ 1,852.21</b>	

<b>Total</b>	<b>\$ 7,408.98</b>	
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**NOTE:**

Said taxes become a lien on July 1, 2020 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2020.
- 2nd installment is due on the 1st Monday of October, 2020.
- 3rd installment is due on the 1st Monday of January, 2021.
- 4th installment is due on the 1st Monday of March, 2021.

Each installment will become delinquent ten (10) days after due.

(Affects Parcel 2)

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14. Those taxes for the fiscal year July 1, 2020 through June 30, 2021, including any secured personal property taxes collected by the County Treasurer.

APN 123-053-04

<b>1st installment</b>	<b>\$ 328.81</b>	<b>PAID</b>
<b>2nd installment</b>	<b>\$ 328.68</b>	<b>PAID</b>

<b>3rd installment</b>	<b>\$ 328.68</b>	<b>PAID</b>
<b>4th installment</b>	<b>\$ 328.68</b>	

**Total** **\$ 1,314.85**

**NOTE:**

Said taxes become a lien on July 1, 2020 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2020.
- 2nd installment is due on the 1st Monday of October, 2020.
- 3rd installment is due on the 1st Monday of January, 2021.
- 4th installment is due on the 1st Monday of March, 2021.

Each installment will become delinquent ten (10) days after due.

(Affects Parcel 6)

15. Those taxes for the fiscal year July 1, 2020 through June 30, 2021, including any secured personal property taxes collected by the County Treasurer.

APN 123-054-01

<b>1st installment</b>	<b>\$ 1,309.18</b>	<b>PAID</b>
<b>2nd installment</b>	<b>\$ 1,309.05</b>	<b>PAID</b>

<b>3rd installment</b>	<b>\$ 1,309.04</b>	<b>PAID</b>
<b>4th installment</b>	<b>\$ 1,309.04</b>	

**Total** **\$ 5,236.31**

**NOTE:**

Said taxes become a lien on July 1, 2020 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2020.
- 2nd installment is due on the 1st Monday of October, 2020.
- 3rd installment is due on the 1st Monday of January, 2021.
- 4th installment is due on the 1st Monday of March, 2021.

Each installment will become delinquent ten (10) days after due.

(Affects Parcel 1)

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16. Those taxes for the fiscal year July 1, 2020 through June 30, 2021, including any secured personal property taxes collected by the County Treasurer.

APN 123-071-04

<b>1st installment</b>	<b>\$ 1,452.26</b>	<b>PAID</b>
<b>2nd installment</b>	<b>\$ 1,452.13</b>	<b>PAID</b>

<b>3rd installment</b>	<b>\$ 1,452.13</b>	<b>PAID</b>
<b>4th installment</b>	<b>\$ 1,452.13</b>	

<b>Total</b>	<b>\$ 5,808.65</b>	
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**NOTE:**

Said taxes become a lien on July 1, 2020 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2020.
- 2nd installment is due on the 1st Monday of October, 2020.
- 3rd installment is due on the 1st Monday of January, 2021.
- 4th installment is due on the 1st Monday of March, 2021.

Each installment will become delinquent ten (10) days after due.

(Affects Parcel 1)

17. Those taxes for the fiscal year July 1, 2020 through June 30, 2021, including any secured personal property taxes collected by the County Treasurer.

APN 123-052-02

<b>1st installment</b>	<b>\$ 974.36</b>	<b>PAID</b>
<b>2nd installment</b>	<b>\$ 974.23</b>	<b>PAID</b>

<b>3rd installment</b>	<b>\$ 974.23</b>	<b>PAID</b>
<b>4th installment</b>	<b>\$ 974.23</b>	

<b>Total</b>	<b>\$ 3,897.05</b>	
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**NOTE:**

Said taxes become a lien on July 1, 2020 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2020.
- 2nd installment is due on the 1st Monday of October, 2020.
- 3rd installment is due on the 1st Monday of January, 2021.
- 4th installment is due on the 1st Monday of March, 2021.

Each installment will become delinquent ten (10) days after due.

(Affects Parcel 4)

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18. Those taxes for the fiscal year July 1, 2020 through June 30, 2021, including any secured personal property taxes collected by the County Treasurer.

APN 123-052-03

<b>1st installment</b>	<b>\$ 501.02</b>	<b>PAID</b>
<b>2nd installment</b>	<b>\$ 500.89</b>	<b>PAID</b>

<b>3rd installment</b>	<b>\$ 500.89</b>	<b>PAID</b>
<b>4th installment</b>	<b>\$ 500.89</b>	

**Total** **\$ 2,003.69**

**NOTE:**

Said taxes become a lien on July 1, 2020 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2020.
- 2nd installment is due on the 1st Monday of October, 2020.
- 3rd installment is due on the 1st Monday of January, 2021.
- 4th installment is due on the 1st Monday of March, 2021.

Each installment will become delinquent ten (10) days after due.

(Affects Parcel 7)

19. Those taxes for the fiscal year July 1, 2020 through June 30, 2021, including any secured personal property taxes collected by the County Treasurer.

APN 123-052-04

<b>1st installment</b>	<b>\$ 9,356.49</b>	<b>PAID</b>
<b>2nd installment</b>	<b>\$ 9,356.36</b>	<b>PAID</b>

<b>3rd installment</b>	<b>\$ 9,356.36</b>	<b>PAID</b>
<b>4th installment</b>	<b>\$ 9,356.36</b>	

**Total** **\$ 37,425.57**

**NOTE:**

Said taxes become a lien on July 1, 2020 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2020.
- 2nd installment is due on the 1st Monday of October, 2020.
- 3rd installment is due on the 1st Monday of January, 2021.
- 4th installment is due on the 1st Monday of March, 2021.

Each installment will become delinquent ten (10) days after due.

(Affects Parcel 3, 5)

20. Reservations or exceptions in Patents, or in acts authorizing the issuance thereof.

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21. Covenants, conditions, and restrictions in a Instrument recorded July 23, 1927, in Book 72, Page 50 as Instrument No. 40586 of Official Records.
  - The last mentioned item was also recorded November 20, 1928 in Book 74, Page 399 as Instrument No. 44530 of Official Records.
  - The last mentioned item was also recorded February 28, 1929 in Book 75, Page 471 as Instrument No. 46168 of Official Records.
22. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Tract Map #198 referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.
23. An Easement for drainage facilities and incidental purposes, recorded October 29, 1979 in Book No. 1445, Page 109 as Instrument No. 638454 of Official Records.  
Affects: A portion of the land
24. An Easement for drainage facilities and incidental purposes, recorded November 02, 1979 in Book No. 1447, Page 11 as Instrument No. 639442 of Official Records.  
Affects: A portion of the land
25. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Tract Map #214 referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.
26. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded September 09, 1992 in Book 3562, Page 10 as Instrument No. 1603871 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
  - A document entitled "Assignment of Rights under covenants, conditions and restrictions, sales agreements, permits, and development documents" recorded March 23, 2018 as Instrument No. 4798575 of Official Records.
27. The terms and provisions contained in the document entitled Agreement, executed by and between Tahoe Biltmore, Inc., a Nevada corporation and Washoe County, Nevada, a political subdivision of the State of Nevada, recorded March 05, 2003 in Book No. N/A as Instrument No. 2816152 of Official Records.
28. The terms and provisions contained in the document entitled Memorandum of Real Property Agreement, executed by and between Tahoe Biltmore, Inc., a Nevada corporation and Washoe County, Nevada, a political subdivision of the State of Nevada, recorded March 05, 2003 in Book No. N/A as Instrument No. 2816153 of Official Records.

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29. An Easement for right to install and maintain a water pump site and incidental purposes, recorded April 24, 1961 in Book No. 577, Page 684 as Instrument No. 335917 of Official Records.  
Affects: Parcel 7
30. An Easement to construct, erect, alter, maintain, inspect, repair, reconstruct and operate one or more overhead and underground electric distribution facilities and incidental purposes, recorded November 18, 1993 in Book No. 3903, Page 79 as Instrument No. 1733850 of Official Records.  
Affects: A portion of the land
31. An Easement for non-exclusive easement and incidental purposes, recorded August 05, 1966 in Book No. 197, Page 244 as Instrument No. 67477 of Official Records.  
Affects: Parcel 2
32. An Easement for overhead and underground electric distribution and incidental purposes, recorded March 17, 1994 in Book No. 4010, Page 954 as Instrument No. 1776603 of Official Records.  
Affects: Parcels 1 and 2
33. A document entitled "Notice of Transfer, Option to Repurchase and Restrictions on Assignment of Coverage", recorded June 09, 2008, in Book N/A as Instrument No. 3658272 Land Patent Records.
34. The terms and provisions contained in the document entitled Memorandum of Agreement, executed by and between Boulder Bay, LLC, a Nevada limited liability company and StillWater Cover Homeowners' Association, a Nevada non-profit corporation, recorded July 28, 2011 in Book No. N/A as Instrument No. 4026550 of Official Records.
35. The terms, provisions and easement(s) contained in the document entitled "Access and Parking Easement" recorded November 22, 2019 as Instrument No. 4975942 of Official Records.
36. A Deed of Trust to secure an original indebtedness of \$20,000,000.00 recorded November 19, 2019 as Instrument No. 4974785 of Official Records.  
Dated: November 15, 2019  
Trustor: Boulder Bay, LLC, a Nevada limited company  
Trustee: JLM Title LLC, a Nevada limited liability company dba First Centennial Title Company of Nevada  
Beneficiary: Randal S. Kuckenmeister, as administrative and collateral agent for the benefit of Jonathan Miller ,trustee of the Jonathan Miller Separate Property Trust; Sean O'Neal, Trustee of the Survivor's Trust under the O'Neal Family Trust Dated April 6, 2004 as amended; DSM Partners, LP, a Nevada limited partnership, BBIO, LLC, a Nevada limited liability company, Nextg Partners, LLC, a Nevada limited liability company, Nextg Cash Fund, LP, a Nevada limited partnership, and Sandra W. Hardie, as Trustee of the Sandra W. Hardie Revocable Family Trust
- Affects: The land and other property.

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A document recorded January 31, 2020 as Instrument No. 4996804 of Official Records provides that the lien or charge of the deed of trust was subordinated to the lien or charge of the deed of trust recorded January 31, 2020 as Instrument No. 4996803 of Official Records.

37. A Deed of Trust to secure an original indebtedness of \$10,000,000.00 recorded January 31, 2020 as Instrument No. 4996803 of Official Records.
- Dated: January 30, 2020  
Trustor: Boulder Boulder Bay, LLC, a Nevada limited company  
Trustee: JLM Title LLC, a Nevada limited liability company dba First Centennial Title Company of Nevada  
Beneficiary: Miracle Investments, LLC, a Nevada limited liability company

Affects: The land and other property.

38. A financing statement recorded January 31, 2020 as Instrument No. 4996805 of Official Records.
- Debtor: Boulder Bay, LLC  
Secured party: Miracle Investments, LLC

Affects: The land and other property.

**The Following Matters Affect Parcel 8:**

39. General and special taxes and assessments for the fiscal year 2020-2021 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 123-291-01.
40. Reservations or exceptions in Patents, or in acts authorizing the issuance thereof.
41. An easement for pipelines, telephone lines, pole lines, rights of way and incidental purposes in the document recorded November 07, 1923 in Book 63, Page 495 as Instrument No. 29628 of Official Records.
42. An easement for pipelines and incidental purposes in the document recorded September 07, 1937 in Book 111, Page 514 as Instrument No. 79113 of Official Records.
43. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded April 11, 1949 in Book 234, Page 230 as Instrument No. N/A of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
44. Covenants, conditions, and restrictions in a Deed Restriction and Declaration of Covenants, Conditions and Restrictions for Transfer of Existing Commercial Development recorded October 02, 1996, in Book 4687, Page 739 as Instrument No. 2035680 of Official Records.

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45. The terms and provisions contained in the document entitled Memorandum of Agreement and Authorizations Regarding Transfer of Commercial Floor Area, executed by and between Crystal Bay Associates L.L.C., a Nevada limited liability company and Duane U. Deverill, Trustee of the Nevada Freedom Corporation Profit Sharing Plan, recorded September 30, 1999 in Book No. N/A as Instrument No. 2385847 of Official Records.

A document entitled "Release of Memorandum and Financing Statement", recorded March 29, 2002, in Book N/A as Instrument No. 2670282 of Official Records.

46. The terms and provisions contained in the document entitled Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage, executed by and between Crystal Bay Associates LLC, a Nevada limited liability company and Laurence C. Lusvardi and Carla Tange Lusvardi, Trustees of The L & C Lusvardi Trust, recorded October 22, 1999 in Book No. N/A as Instrument No. 2391565 of Official Records.
47. The terms and provisions contained in the document entitled Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage, executed by and between Crystal Bay Associates LLC, a Nevada limited liability company and Monardo and Joanne Monardo, husband and wife, recorded October 22, 1999 in Book No. N/A as Instrument No. 2391705 of Official Records.
48. The terms and provisions contained in the document entitled Memorandum of Agreement and Authorizations Regarding Transfer of Commercial Floor Areas, executed by and between Crystal Bay Associates, LLC, a Nevada limited liability company and Alan Rosenkranz and Mary Lou Rosenkranz, husband and wife as joint tenants, recorded November 09, 1999 in Book No. N/A as Instrument No. 2396475 of Official Records.
49. The terms and provisions contained in the document entitled Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage, executed by and between Crystal Bay Associates, LLC, a Nevada limited liability company and Mitch R. Legarza and Deborah L. Legarza, husband and wife as community property, recorded December 30, 1999 in Book No. N/A as Instrument No. 2411004 of Official Records.
50. The terms and provisions contained in the document entitled Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage, executed by and between Crystal Bay Associates LLC, a Nevada limited liability company and ADAHI, Inc., a Nevada corporation, recorded March 17, 2000 in Book No. N/A as Instrument No. 2431237 of Official Records.
51. Covenants, conditions, and restrictions in a Deed Restriction and Declaration of Covenants, Conditions and Restrictions for Transfer of Existing Commercial Development recorded March 20, 2000, in Book N/A as Instrument No. 2431513 of Official Records.
52. The terms and provisions contained in the document entitled Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage, executed by and between Crystal Bay Associates LLC, a Nevada limited liability company and Victor Lockhart, an unmarried man, recorded May 24, 2000 in Book No. N/A as Instrument No. 2449765 of Official Records.
53. The terms and provisions contained in the document entitled Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage, executed by and between Crystal Bay Associates LLC, a Nevada limited liability company and Kay Moeckel and Sandy Moeckel, husband and wife, recorded September 06, 2000 in Book No. N/A as Instrument No. 2479914 of Official Records.

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54. The terms and provisions contained in the document entitled Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage, executed by and between Crystal Bay Associates LLC, a Nevada limited liability company and E & R Hill Country Properties, a Nevada corporation, recorded September 13, 2000 in Book No. N/A as Instrument No. 2482107 of Official Records.
55. The terms and provisions contained in the document entitled Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage, executed by and between Crystal Bay Associates LLC, a Nevada limited liability company and Bill D. Olin and Lori J. Olin, Trustees of the Bill and Lori Olin Trust dated March 23, 1995, recorded April 06, 2001 in Book No. N/A as Instrument No. 2541092 of Official Records.
56. The terms and provisions contained in the document entitled Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage, executed by and between Crystal Bay Associates LLC, a Nevada limited liability company and Village Plaza Limited Partnership, a Nevada limited partnership, recorded April 24, 2001 in Book No. N/A as Instrument No. 2546205 of Official Records.
57. Covenants, conditions, and restrictions in a Deed Restriction and Declaration of Covenants, Conditions and Restrictions for Transfer of Existing Commercial Development recorded September 12, 2001, in Book N/A as Instrument No. 2595730 of Official Records.
58. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restriction") recorded October 02, 2001, in Book N/A as Instrument No. 2602726 of Official Records.
59. The terms and provisions contained in the document entitled Memorandum of Agreement and Authorizations Regarding Transfer of Commercial Floor Area, executed by and between Crystal Bay Associates, LLC, a Nevada limited liability company and Village Plaza Limited Partnership, a Nevada limited partnership, recorded May 10, 2002 in Book No. N/A as Instrument No. 2686186 of Official Records.
60. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restriction") recorded July 29, 2002, in Book N/A as Instrument No. 2716127 of Official Records.
61. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restrictions") recorded February 21, 2003, in Book N/A as Instrument No. 2809298 of Official Records.
62. The terms and provisions contained in the document entitled Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage, executed by and between Sierra Park, LLC, a Nevada limited liability company and Larry Hern and Janelle A. Hern, husband and wife, recorded October 17, 2003 in Book No. N/A as Instrument No. 2941749 of Official Records.
63. The terms and provisions contained in the document entitled Memorandum of Agreement and Authorizations to Complete Transfer of Impervious Land Coverage, executed by and between Sierra Park, LLC, a Nevada limited liability company and Grable B. Ronning, Trustee of the 1983 Grable B. Ronning Trust, recorded October 17, 2003 in Book No. N/A as Instrument No. 2941750 of Official Records.

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64. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restriction Coverage Assignment ("Deed Restriction") recorded April 27, 2004, in Book N/A as Instrument No. 3028310 of Official Records.
65. A Record of Survey Map 4509 recorded December 21, 2004 as File No. 3146107 of Official Records.
66. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Restriction to Open Space to be Recorded Against a Portion of APN 123-055-01 (Area "A") recorded February 25, 2005, in Book N/A as Instrument No. 3174330 of Official Records.
67. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Restriction to Open Space to be Recorded Against a Portion of APN 123-071-24 (Area "C") recorded February 25, 2005, in Book N/A as Instrument No. 3174331 of Official Records.
68. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions Project Area and Coverage Calculation ("Deed Restriction") recorded February 25, 2005, in Book N/A as Instrument No. 3174332 of Official Records.
69. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Restriction to Open Space to be Recorded Against a Portion of APN 123-055-01 and 123-071-24 (Area "B") recorded February 25, 2005, in Book N/A as Instrument No. 3174333 of Official Records.
70. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restriction") recorded September 08, 2006, in Book N/A as Instrument No. 3435825 of Official Records.
71. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restriction") recorded August 22, 2007, in Book N/A as Instrument No. 3568021 of Official Records.
72. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Commercial Floor Area Transfer ("Deed Restriction") recorded September 25, 2007, in Book N/A as Instrument No. 3578289 of Official Records.
73. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restriction") recorded November 01, 2007, in Book N/A as Instrument No. 3590581 of Official Records.
74. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restriction") recorded December 06, 2007, in Book N/A as Instrument No. 3600738 of Official Records.
75. A document entitled "Notice of Transfer, Option to Repurchase and Restrictions on Assignment of Coverage", recorded June 09, 2008, in Book N/A as Instrument No. 3658272 of Official Records.
76. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions Commercial Floor Area Transfer From Non-Sensitive Parcels ("Deed Restriction") recorded July 05, 2011, in Book N/A as Instrument No. 4019519 of Official Records.
77. A document entitled "Resolution Number 1823", recorded March 06, 2014, in Book N/A as Instrument No. 4332291 of Official Records.

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78. A document entitled "Revocable Encroachment Permit", recorded May 24, 2017, in Book N/A as Instrument No. 4706830 of Official Records.

79. An Easement for installation of pipeline(s) and appurtenances and incidental purposes, recorded September 13, 2017 in Book No. N/A as Instrument No. 4744049 of Official Records.

Granted to: Southwest Gas Corporation, a California Corporation  
Affects: A portion of said land

80. An Easement for underground utility facilities and incidental purposes, recorded September 21, 2017 in Book No. N/A as Instrument No. 4746800 of Official Records.

Granted to: Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy  
Affects: A portion of said land

81. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded October 05, 2018 as Instrument No. 4856409 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

**The right to levy certain charges or assessments against the land which shall become a lien if not paid as set forth in the above declaration of restrictions, and is conferred upon Granite Place Owners Association, a Nevada nonprofit corporation.**

A Document entitled "Assignment of Rights under Covenants, Conditions and Restrictions, Sales Agreements, Permits and Development Documents" recorded December 10, 2018 in Book No. N/A, as Instrument No. 4872213, of Official Records.

A Document entitled "Assignment of Rights under Covenants, Conditions and Restrictions, Sales Agreements, Permits and Development Documents" recorded December 10, 2018 in Book No. N/A, as Instrument No. 4872214, of Official Records.

A document declaring modifications thereof recorded July 03, 2019 in Book No. N/A as Instrument No. 4926449 of Official Records.

A Document entitled "Assignment of Rights under Covenants, Conditions and Restrictions, Sales Agreements, Permits and Development Documents" recorded November 19, 2019 in Book No. N/A, as Instrument No. 4974782, of Official Records.

82. Easements and all other matters as shown and/or delineated upon the final map of Common Open Space Condominium Tract Map of Granite Place as Tract Map No. 5287, as shown on the map thereof as File No. 4856410 filed in the Office of the County Recorder, Washoe County, Nevada.

83. Any easements or servitudes appearing in the public records affecting the common area.

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84. The terms and provisions contained in the document entitled Subdivision Improvement Agreement Pursuant to Washoe County Code 110, executed by and between Big Water Investments, LLC and the County of Washoe, by and through the Director of Planning and Building, recorded October 05, 2018 in Book No. N/A as Instrument No. 4856419 of Official Records.
85. The terms and provisions contained in the document entitled Easement Agreement, executed by and between Earl Nemser, an unmarried man, The Granite Place Owners Association, a Nevada non-profit corporation and Big Water Investments, LLC, recorded July 03, 2019 in Book No. N/A as Instrument No. 4926388 of Official Records.
86. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

**The Following Matters Affect all Parcels:**

87. The terms, provisions and easement(s) contained in the document entitled "Easement Agreement" recorded August 08, 2019 as Instrument No. 4938068 of Official Records.
88. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
89. Rights of parties in possession.

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**INFORMATIONAL NOTES**

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the Land. First American Title Insurance Company expressly disclaims any liability for loss or damage that may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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First American Title

ISSUED BY

**First American Title Insurance Company**

**Exhibit A**

File No: 123-2616410

Issuing Office File Number:

The land referred to herein below is situated in the County of Washoe, State of Nevada, and described as follows:

PARCEL 1:

LOTS 14, 15, 16, 17 AND 18 OF THE MATT GREEN UNOFFICIAL SUBDIVISION OF A PORTION OF LOT 4 OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 18 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF NEVADA STATE HIGHWAY ROUTE NO. 28 (80 FEET WIDE) WITH THE SOUTH LINE OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 18 EAST, M.D.B.&M.; THENCE ALONG SAID SOUTH LINE SOUTH 89°17'50" WEST 240.00 FEET; THENCE NORTH 0°35'38" EAST 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0°35'38" EAST ALONG THE WESTERN LINE OF WASSOU ROAD, (40.00 FEET WIDE) A DISTANCE OF 460.93 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 2392.74 FEET FOR AN ARC DISTANCE OF 49.07 FEET; THENCE SOUTH 89°15'47" WEST 140.00 FEET TO THE EAST LINE OF LAKE VIEW AVENUE, (40 FEET WIDE); THENCE SOUTH 0°35'38" WEST ALONG SAID EAST LINE 510.00 FEET TO A LINE DRAWN SOUTH 89°17'50" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 89°17'50" EAST 140.00 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 27, 2007 AS DOCUMENT NUMBER 3548445 OF OFFICIAL RECORDS.

PARCEL 2:

ALL OF BLOCK "D" OF THE ADDITION TO NEVADA VISTA SUBDIVISION, AS SHOWN ON THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON FEBRUARY 15, 1928.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF WASHOE FOR ROAD PURPOSES (WASSOU ROAD RE-ALIGNMENT), BY DEED RECORDED FEBRUARY 12, 1964, UNDER FILING NO. 406693, DEED RECORDS OF WASHOE COUNTY, NEVADA.

PARCEL 3:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 18 EAST, M.D.B.&M., BEING THAT PORTION OF RESERVOIR DRIVE ABANDONED BY THAT CERTAIN ORDER OF ABANDONMENT RECORDED FEBRUARY 12, 1964, UNDER FILING NO. 406694, LIENS AND MISCELLANEOUS, WASHOE COUNTY NEVADA RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE-QUARTER SECTION CORNER OF SAID SECTION 30; THENCE SOUTH 89°19'17" WEST 236.90 FEET TO THE NORTHEAST CORNER OF LOT 7 IN BLOCK D OF THE ADDITION TO NEVADA VISTA SUBDIVISION, AS SHOWN ON THE OFFICIAL MAP THEREOF, THENCE SOUTH 4°10'00" WEST 59.71 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF RESERVOIR DRIVE;

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THENCE SOUTH 85°50'00" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF RESERVOIR DRIVE, AND THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 4°10'00" WEST 172.57 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT;  
THENCE SOUTH 58°00'08" WEST 305.12 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RESERVOIR DRIVE TO THE NORTHWEST CORNER OF LOT 2 IN BLOCK C OF THE ADDITION TO NEVADA VISTA SUBDIVISION, AS SHOWN ON THE OFFICIAL MAP THEREOF;  
THENCE NORTH 55°30'08" EAST 127.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 194.34 FEET, A TOTAL CURVATURE OF 22°00'00", AND A LONG CHORD OF NORTH 44°30'08" EAST 74.16 FEET;  
THENCE ALONG SAID CURVE A DISTANCE OF 74.62 FEET TO A POINT OF TANGENCY;  
THENCE NORTH 33°30'08" EAST 41.04 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF RESERVOIR DRIVE;  
THENCE NORTH 58°00'08" EAST 48.15 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT;  
THENCE NORTH 4°10'00" EAST 40.76 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF RESERVOIR DRIVE TO A POINT;  
THENCE NORTH 33°30'08" EAST 41.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 154.62 FEET, A TOTAL CURVATURE OF 29°20'08" AND A LONG CHORD OF NORTH 18°50'04" EAST 78.32 FEET;  
THENCE ALONG SAID CURVE A DISTANCE OF 79.17 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 27, 2007 AS DOCUMENT NUMBER 3548445 OF OFFICIAL RECORDS.

PARCEL 4:

ALL OF BLOCK C OF THE ADDITION TO NEVADA VISTA SUBDIVISION, AS SHOWN ON THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON FEBRUARY 15, 1928.  
EXCEPTING THEREFROM LOTS 1 AND 3.

PARCEL 5:

BEGINNING AT THE NORTHEAST CORNER OF LOT 28 IN BLOCK C OF THE ADDITION TO NEVADA VISTA SUBDIVISION, AS SHOWN ON THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON FEBRUARY 15, 1928, SAID POINT BEING SOUTH 87°00'46" EAST A DISTANCE OF 531.90 FEET FROM THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 18 EAST, M.D.B.&M., SAID CORNER BEING A STATE LINE MONUMENT;  
THENCE NORTH 88°56' EAST 30.40 FEET TO A POINT;  
THENCE SOUTH 0°37' WEST 44.53 FEET TO A POINT;  
THENCE ON A CURVE TO THE RIGHT THROUGH AN ANGLE OF 26°16'20" WITH A RADIUS OF 460 FEET, A DISTANCE OF 210.93 FEET;  
THENCE ON A CURVE WHOSE TANGENT BEARING IS NORTH 11°25'10" EAST THROUGH AN ANGLE OF 7°15'10" WITH A RADIUS OF 220.33 FEET A DISTANCE OF 27.89 FEET;  
THENCE NORTH 4°10' EAST 220.05 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 27, 2007 AS DOCUMENT NUMBER 3548445 OF OFFICIAL RECORDS.

PARCEL 6:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NEVADA STATE HIGHWAY NO. 28 WITH THE SOUTH LINE OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 18 EAST, M.D.B. & M.;  
THENCE SOUTH 88°58' WEST, ALONG SAID SOUTH LINE OF SECTION 19, A DISTANCE OF 420.00 FEET TO THE TRUE POINT OF BEGINNING;

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THENCE SOUTH 88°58'00" WEST, A DISTANCE OF 65.96 FEET;  
THENCE NORTH 02°32'27" WEST, A DISTANCE OF 115.18 FEET;  
THENCE NORTH 88°58'00" EAST, A DISTANCE OF 72.34 FEET;  
THENCE SOUTH 00°37'00" WEST, A DISTANCE OF 115.00 TO THE TRUE POINT OF BEGINNING. SITUATE WHOLLY WITHIN LOT 4 OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 18 EAST, M.D.B.&M.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 27, 2007 AS DOCUMENT NUMBER 3548445 OF OFFICIAL RECORDS.

PARCEL 7:

LOTS 1 AND 3 IN BLOCK C OF THE ADDITION OF NEVADA VISTA SUBDIVISION, AS SHOWN ON THE OFFICIAL MAP THEREOF, FILE IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON FEBRUARY 15, 1928.

PARCEL 8:

A PORTION OF PARCELS 1, 2 & 3 AS DESCRIBED IN DOCUMENT NO. 2710630, WASHOE COUNTY, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF LOT 4 OF SAID SECTION 19; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 19 SOUTH 89°11'12" EAST 374.17 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE ALONG A LINE PARALLEL TO THE WESTERLY RIGHT OF WAY LINE OF NEVADA STATE HIGHWAY 28 NORTH 1°30'26" EAST 498.06 FEET;  
THENCE SOUTH 89°47'22" EAST 10.00 FEET;  
THENCE NORTH 7°45'25" EAST 98.13 FEET;  
THENCE NORTH 80°17'12" EAST 184.56 FEET TO SAID RIGHT OF WAY LINE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2040.00 FEET TO WHICH POINT A RADIAL LINE BEARS NORTH 86°06'35" WEST;  
THENCE SOUTHERLY 84.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°22'59";  
THENCE SOUTH 1°30'26" WEST 543.96 FEET TO THE SOUTHERLY LINE OF SAID SECTION 19;  
THENCE ALONG SAID SOUTHERLY LINE NORTH 89°47'22" WEST 51.76 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 19;  
THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 19 NORTH 89°11'12" WEST 148.21 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED DECEMBER 21, 2004 AS DOCUMENT NO. 3146106 OF OFFICIAL RECORDS

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*First American Title*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 123-2616412

### COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

#### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**If this jacket was created electronically, it constitutes an original document.**

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American Title

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 123-2616412

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company

Issuing Office: 940 Southwood Blvd, Suite 203

Incline Village, NV 89451

Issuing Office's ALTA® Registry ID: 0002034

Commitment No.: 123-2616412

Property Address: 123-042-01123-042-02, 123-071-35,123-071-36, 123-071-37,123-071-04, Crystal Bay, NV

Revision No.:

**Inquiries Should Be Directed To:**

Vickie Donati

Phone: (775)831-2488

Email: VDonati@firstam.com

Issuing Office File No.: 123-2616412

### SCHEDULE A

1. Commitment Date: January 22, 2021 8:00 AM
2. Policies to be issued:
  - (a) ALTA Homeowners (Eagle Owner) Policy  
Proposed Insured: To Be Determined  
Proposed Policy Amount: \$To Be Determined
3. The estate or interest in the Land described or referred to in this Commitment is

**Fee**

4. The Title is, at the Commitment Date, vested in: Boulder Bay, LLC, a Nevada limited liability company, as to Parcels 1, 2, 3; and Big Water Investments, LLC, a Nevada limited liability company, as to Parcels 4, 5 and 6
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

By: 

Vickie A Taylor  
Authorized Signatory

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First American Title

## Schedule BI & BII

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 123-2616412

Commitment No.: 123-2616412

#### SCHEDULE B, PART I

##### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Releases(s) or Reconveyance(s) of Item(s): 27, 28, 30 and 31
6. Other: NONE
7. You must give us the following information:
  - A. Any off record leases, surveys, etc.
  - B. Statement(s) of Identity, all parties.
  - C. Others: NONE

The following additional requirements, as indicated by "X", must be met:

8. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

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9. An ALTA/NSPS survey of recent date, that complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as the Company may deem necessary.

10. The following LLC documentation is required from Boulder Bay, LLC and Big Water Investments, LLC.

- Prior to the close of escrow or the issuance of any policy of title insurance, we will require that copies of the Articles of Organization, the Operation Agreement and the Current Appointment of Manager of Boulder Bay, LLC and Big Water Investments, LLC Limited Liability Company, be submitted to the Company for examination.

- Evidence of proper filing and good standing in the State of Nevada of Boulder Bay, LLC and Big Water Investments, LLC.

11. The following partnership documentation is required from :

12. The following documentation is required from corporation:

13. Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as the Company may deem necessary.

14. A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as the Company may deem necessary.

15. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

16. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the Land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

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- 17. The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.
  
- 18. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- 19. Financial statements from the appropriate parties must be submitted to the Company for review.
  
- 20. A copy of the construction contract must be submitted to the Company for review.
  
- 21. The Company reserves the right to perform an inspection of the Land to verify that there has been no commencement of work or delivery of materials involving either existing or new improvements located on the Land.

(Affects Parcels 4, 5 and 6)

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First American Title

## Schedule BI & BII (Cont.)

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 123-2616412

Commitment No.: 123-2616412

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and that are not shown by the Public Records.
5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

#### **Exceptions 1-6 will be omitted on extended coverage policies**

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. Water rights, claims or title to water, whether or not shown by the Public Records.

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9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
10. Any taxes that may be due as provided under NRS 361.4725.
11. Any unpaid charges due the Incline Village General Improvement District. Specific amounts may be obtained by calling (775)832-1203.
12. Any unpaid charges due the Washoe County Sewer & Water District. Specific amounts may be obtained by calling the Washoe County Water Resources, Utility Services Division at P.O. Box 11130, Reno, NV 89520, (775) 954-4601.

**The Following Matters Affect Parcels 1, 2 and 3:**

13. Those taxes for the fiscal year July 1, 2020 through June 30, 2021, including any secured personal property taxes collected by the County Treasurer.

APN 123-042-01

<b>1st installment</b>	<b>\$ 1,905.89</b>	<b>Paid</b>
<b>2nd installment</b>	<b>\$ 1,905.60</b>	<b>Paid</b>
<b>3rd installment</b>	<b>\$ 1,905.76</b>	<b>Paid</b>
<b>4th installment</b>	<b>\$ 1,905.76</b>	
<b>Total</b>	<b>\$ 7,623.17</b>	

**NOTE:**

Said taxes become a lien on July 1, 2020 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2020.
- 2nd installment is due on the 1st Monday of October, 2020.
- 3rd installment is due on the 1st Monday of January, 2021.
- 4th installment is due on the 1st Monday of March, 2021.

Each installment will become delinquent ten (10) days after due.

(Affects Parcel 1)

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14. Those taxes for the fiscal year July 1, 2020 through June 30, 2021, including any secured personal property taxes collected by the County Treasurer.

APN 123-042-02

<b>1st installment</b>	<b>\$ 822.16</b>	<b>Paid</b>
<b>2nd installment</b>	<b>\$ 822.02</b>	<b>Paid</b>
<b>3rd installment</b>	<b>\$ 822.02</b>	<b>Paid</b>
<b>4th installment</b>	<b>\$ 822.02</b>	
<b>Total</b>	<b>\$ 3,288.22</b>	

**NOTE:**

Said taxes become a lien on July 1, 2020 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2020.
- 2nd installment is due on the 1st Monday of October, 2020.
- 3rd installment is due on the 1st Monday of January, 2021.
- 4th installment is due on the 1st Monday of March, 2021.

Each installment will become delinquent ten (10) days after due.

(Affects Parcel 2)

15. Those taxes for the fiscal year July 1, 2020 through June 30, 2021, including any secured personal property taxes collected by the County Treasurer.

APN 123-071-04

<b>1st installment</b>	<b>\$ 1,452.26</b>	<b>Paid</b>
<b>2nd installment</b>	<b>\$ 1,452.13</b>	<b>Paid</b>
<b>3rd installment</b>	<b>\$ 1,452.13</b>	<b>Paid</b>
<b>4th installment</b>	<b>\$ 1,452.13</b>	
<b>Total</b>	<b>\$ 5,808.65</b>	

**NOTE:**

Said taxes become a lien on July 1, 2020 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2020.
- 2nd installment is due on the 1st Monday of October, 2020.
- 3rd installment is due on the 1st Monday of January, 2021.
- 4th installment is due on the 1st Monday of March, 2021.

Each installment will become delinquent ten (10) days after due.

(Affects Parcel 3)

16. Reservations and provisions as contained in Patent from the United States of America, recorded September 25, 1905, in Book C, Page 208 of Land Patent Records, as Instrument No. N/A.

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(Affects Parcels 1 and 2)

17. Reservations and provisions as contained in Patent from the United States of America, recorded May 15, 1926, in Book D, Page 385 of Land Patent Records, as Instrument No. N/A.

(Affects Parcels 1 and 2)

18. Reservations and provisions as contained in the Patent from the State of Nevada, recorded Illegible, in Book D, Page 414 of Patents, as Instrument No. N/A.

(Affects Parcels 1 and 2)

19. Reservations and provisions as contained in the Patent from the State of Nevada, recorded Illegible, in Book F, Page 415 of Patents, as Instrument No. N/A.

(Affects Parcels 1 and 2)

20. Covenants, conditions, and restrictions in a Instrument recorded July 23, 1927, in Book 72, Page 50 as Instrument No. 40586 of Official Records.

The last mentioned item was also recorded November 20, 1928 in Book 74, Page 399 as Instrument No. 44530 of Official Records.

The last mentioned item was also recorded February 28, 1929 in Book 75, Page 471 as Instrument No. 46168 of Official Records.

(Affects Parcel 1)

21. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Tract Map No. 198 referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.

(Affects Parcels 1 and 2)

22. An easement for permanent easement and right of way for drainage facilities and incidental purposes in the document recorded October 29, 1979 in Book 1445, Page 109 as Instrument No. 638454 of Official Records.

(Affects Parcel 1)

23. An easement for permanent easement and right of way for drainage facilities and incidental purposes in the document recorded November 02, 1979 in Book 1447, Page 11 as Instrument No. 639442 of Official Records.

(Affects Parcel 1)

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24. Covenants, conditions, restrictions and easements in the document recorded September 09, 1992 in Book 3562, Page 10 as Instrument No. 1603871 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the Nevada Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

(Affects Parcel 2)

25. The terms and provisions contained in the document entitled "Memorandum of Agreement" recorded July 28, 2011 as Instrument No. 4026550 of Official Records.

(Affects Parcels 2 and 3)

26. A document entitled "Notice of Transfer, Option to Repurchase and Restrictions on Assignment of Coverage" recorded June 9, 2008 as Instrument No. 3658272 of Official Records.

(Affects Parcels 1 and 2)

27. A Deed of Trust to secure an original indebtedness of \$10,000,000.00 recorded March 23, 2018 as Instrument No. 4798574 of Official Records.

Dated: March 22, 2018  
Trustor: Boulder Bay, LLC, a Nevada limited liability company  
Trustee: Fidelity National Title  
Beneficiary: Mountain West Debt Fund, LP, a Delaware limited partnership

- A document entitled "Assignment of Rights Under Covenants, Conditions and Restrictions, Sales Agreements, Permits, and Development Documents" recorded March 23, 2018 as Instrument No. 4798575 of Official Records.
- A document entitled "Substitution of Trustee and Deed of Reconveyance" recorded January 31, 2020 as Instrument No. 4996806 of Official Records.

Note: The Company will require satisfactory proof of full payment of the debt secured by said mortgage or deed of trust prior to removing this exception or insuring the contemplated transaction.

(Affects the land and Other Property)

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28. A Deed of Trust to secure an original indebtedness of \$20,000,000.00 recorded November 19, 2019 as Instrument No. 4974785 of Official Records.
- Dated: November 15, 2019  
Trustor: Boulder Bay, LLC, a Nevada limited liability company  
Trustee: JLM Title LLC, a Nevada limited liability company dba First Centennial Title Company of Nevada  
Beneficiary: Randal S. Kuckenmeister, as administrative and collateral agent for the benefit of Jonathan Miller, Trustee of the Jonathan Miller Separate Property Trust, Sean O'Neal, Trustee of The Survivor's Trust Under The O'Neal Family Trust Dated April 6, 2004, as amended, DSM Partners, LP, a Nevada limited partnership, BBIO, LLC, a Nevada limited liability company, Nextg Partners, LLC, a Nevada limited liability company, Nextg Cash Fund, LP, a Nevada limited partnership, and Sandra W. Hardie, as Trustee of the Sandra W. Hardie Revocable Family Trust

(Affects the land and Other Property)

A document recorded January 31, 2020 as Instrument No. 4996804 of Official Records provides that the lien or charge of the deed of trust was subordinated to the lien or charge of the deed of trust recorded January 31, 2020 as Instrument No. 4996803 of Official Records.

29. The terms, provisions and easement(s) contained in the document entitled "Access and Parking Agreement" recorded November 22, 2019 as Instrument No. 4975942 of Official Records.

(Affects Parcel 3)

30. A Deed of Trust to secure an original indebtedness of \$10,000,000.00 recorded January 31, 2020 as Instrument No. 4996803 of Official Records.
- Dated: January 30, 2020  
Trustor: Boulder Bay, LLC, a Nevada limited liability company  
Trustee: JLM Title LLC, a Nevada limited liability company dba First Centennial Title Company of Nevada  
Beneficiary: Miracle Investments, LLC, a Nevada limited liability company

(Affects the land and Other Property)

31. A financing statement recorded January 31, 2020 as Instrument No. 4996805 of Official Records.
- Debtor: Boulder Bay, LLC, a Nevada limited liability company  
Secured party: Miracle Investments, LLC

(Affects the land and Other Property)

32. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

(Affects Parcel 1)

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**The Following Matters Affect Parcels 4, 5 and 6:**

33. Those taxes for the fiscal year July 1, 2020 through June 30, 2021, including any secured personal property taxes collected by the County Treasurer.

APN 123-071-35 and 36

<b>1st installment</b>	<b>\$ 1,136.89</b>	<b>Paid</b>
<b>2nd installment</b>	<b>\$ 1,136.76</b>	<b>Delinquent</b>

<b>3rd installment</b>	<b>\$ 1,136.75</b>	<b>Delinquent</b>
<b>4th installment</b>	<b>\$ 1,136.75</b>	

**Total** **\$ 4,547.15**

**NOTE:**

Said taxes become a lien on July 1, 2020 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2020.
- 2nd installment is due on the 1st Monday of October, 2020.
- 3rd installment is due on the 1st Monday of January, 2021.
- 4th installment is due on the 1st Monday of March, 2021.

Each installment will become delinquent ten (10) days after due.

(Affects Parcels 4 and 5)

(Same amount per each Parcel number)

34. Those taxes for the fiscal year July 1, 2020 through June 30, 2021, including any secured personal property taxes collected by the County Treasurer.

APN 123-071-37

<b>1st installment</b>	<b>\$ 1,860.74</b>	<b>Paid</b>
<b>2nd installment</b>	<b>\$ 1,860.61</b>	<b>Delinquent</b>

<b>3rd installment</b>	<b>\$ 1,860.61</b>	<b>Delinquent</b>
<b>4th installment</b>	<b>\$ 1,860.61</b>	

**Total** **\$ 7,442.57**

**NOTE:**

Said taxes become a lien on July 1, 2020 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2020.
- 2nd installment is due on the 1st Monday of October, 2020.
- 3rd installment is due on the 1st Monday of January, 2021.
- 4th installment is due on the 1st Monday of March, 2021.

Each installment will become delinquent ten (10) days after due.

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(Affects Parcel 6)

35. An easement for pipelines, telephone lines, pole lines, rights of way and incidental purposes in the document recorded November 07, 1923 in Book 63, Page 495 as Instrument No. 29628 of Deed Records.
36. An easement for pipelines and incidental purposes in the document recorded September 07, 1937 in Book 111, Page 514 as Instrument No. 79113 of Deed Records.
37. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded April 11, 1949 in Book 234, Page 230 as Instrument No. N/A of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
38. Covenants, conditions, and restrictions in a Deed Restriction and Declaration of Covenants, Conditions and Restrictions for Transfer of Existing Commercial Development recorded October 02, 1996, in Book 4687, Page 739 as Instrument No. 2035680 of Official Records.
39. The terms, conditions and provisions contained in the document entitled "Memorandum of Agreement and Authorizations Regarding Transfer of Commercial Floor Area", executed by and between Crystal Bay Associates L.L.C., a Nevada limited liability company and Duane U. Deverill, Trustee of the Nevada Freedom Corporation Profit Sharing Plan, recorded September 30, 1999 as Instrument No. 2385847 of Official Records.
  - A document entitled "Release of Memorandum and Financing Statement" recorded March 29, 2002 as Instrument No. 2670282 of Official Records.
40. The terms, conditions and provisions contained in the document entitled "Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage", executed by and between Crystal Bay Associates LLC., a Nevada limited liability company and Laurence C. Lusvardi and Carla Tange Lusvardi, Trustees of The L & C Lusvardi Trust, recorded October 22, 1999 as Instrument No. 2391565 of Official Records.
41. The terms, conditions and provisions contained in the document entitled "Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage", executed by and between Crystal Bay Associates LLC., a Nevada limited liability company and Monardo and Joanne Monardo, husband and wife, recorded October 22, 1999 as Instrument No. 2391705 of Official Records.
42. The terms, conditions and provisions contained in the document entitled "Memorandum of Agreement and Authorizations Regarding Transfer of Commercial Floor Areas", executed by and between Crystal Bay Associates LLC., a Nevada limited liability company and Alan Rosenkranz and Mary Lou Rosenkranz, husband and wife as joint tenants, recorded November 09, 1999 as Instrument No. 2396475 of Official Records.

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43. The terms, conditions and provisions contained in the document entitled "Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage", executed by and between Crystal Bay Associates LLC., a Nevada limited liability company and Mitch R. Legarza and Deborah L. Legarza, husband and wife as community property, recorded December 30, 1999 as Instrument No. 2411004 of Official Records.
44. The terms, conditions and provisions contained in the document entitled "Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage", executed by and between Crystal Bay Associates LLC., a Nevada limited liability company and ADAHI, Inc., a Nevada corporation,, recorded March 17, 2000 as Instrument No. 2431237 of Official Records.
45. Covenants, conditions, and restrictions in a Deed Restriction and Declaration of Covenants, Conditions and Restrictions for Transfer of Existing Commercial Development recorded March 20, 2000, in Book N/A as Instrument No. 2431513 of Official Records.
46. The terms, conditions and provisions contained in the document entitled "Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage", executed by and between Crystal Bay Associates LLC., a Nevada limited liability company and Victor Lockhart, an unmarried man,, recorded May 24, 2000 as Instrument No. 2449765 of Official Records.
47. The terms, conditions and provisions contained in the document entitled "Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage", executed by and between Crystal Bay Associates LLC., a Nevada limited liability company and Kay Moeckel and Sandy Moeckel, husband and wife, recorded September 06, 2000 as Instrument No. 2479914 of Official Records.
48. The terms, conditions and provisions contained in the document entitled "Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage", executed by and between Crystal Bay Associates LLC., a Nevada limited liability company and E & R Hill County Properties, a Nevada corporation,, recorded September 13, 2000 as Instrument No. 2482107 of Official Records.
49. The terms, conditions and provisions contained in the document entitled "Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage", executed by and between Crystal Bay Associates LLC., a Nevada limited liability company and Bill D. Olin and Lori J. Olin, Trustees of the Bill and Lori Olin Trust dated March 23, 1995, recorded April 06, 2001 as Instrument No. 2541092 of Official Records.
50. The terms, conditions and provisions contained in the document entitled "Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage", executed by and between Crystal Bay Associates LLC., a Nevada limited liability company and Village Plaza Limited Partnership, a Nevada limited partnership, recorded April 24, 2001 as Instrument No. 2546205 of Official Records.
51. Covenants, conditions, and restrictions in a Deed Restriction and Declaration of Covenants, Conditions and Restrictions for Transfer of Existing Commercial Development recorded September 12, 2001, in Book N/A as Instrument No. 2595730 of Official Records.
52. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restriction") recorded October 02, 2001, in Book N/A as Instrument No. 2602726 of Official Records.

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53. The terms, conditions and provisions contained in the document entitled "Memorandum of Agreement and Authorizations Regarding Transfer of Commercial Floor Area", executed by and between Crystal Bay Associates LLC., a Nevada limited liability company and Village Plaza Limited Partnership, a Nevada limited partnership, recorded May 10, 2002 as Instrument No. 2686186 of Official Records.
54. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restriction") recorded July 29, 2002, in Book N/A as Instrument No. 2716127 of Official Records.
55. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restrictions") recorded February 21, 2003, in Book N/A as Instrument No. 2809298 of Official Records.
56. The terms, conditions and provisions contained in the document entitled "Memorandum of Agreement and Authorizations Regarding Transfer of Land Coverage", executed by and between Sierra Park, LLC, a Nevada limited liability company and Larry Hern and Janelle A. Hern, husband and wife,, recorded October 17, 2003 as Instrument No. 2941749 of Official Records.
57. The terms, conditions and provisions contained in the document entitled "Memorandum of Agreement and Authorizations to Complete Transfer of Impervious Land Coverage", executed by and between Sierra Park, LLC, a Nevada limited liability company and Grable B. Ronning, Trustee of the 1983 Grable B. Ronning Trust,, recorded October 17, 2003 as Instrument No. 2941750 of Official Records.
58. Covenants, conditions, and restrictions in a Declarations of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restriction") recorded April 27, 2004, in Book N/A as Instrument No. 3028310 of Official Records.
59. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions Project Area and Coverage Calculation ("Deed Restriction") recorded February 25, 2005, in Book N/A as Instrument No. 3174332 of Official Records.
60. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Survey Map No. 4509 referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.
61. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restriction") recorded September 08, 2006, in Book N/A as Instrument No. 3435825 of Official Records.
62. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restriction") recorded August 22, 2007, in Book N/A as Instrument No. 3568021 of Official Records.
63. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Commercial Floor Area Transfer ("Deed Restriction") recorded September 10, 2007, in Book N/A as Instrument No. 3573943 of Official Records.
64. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Commercial Floor Area Transfer ("Deed Restriction") recorded September 25, 2007, in Book N/A as Instrument No. 3578289 of Official Records.

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65. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restriction") recorded November 01, 2007, in Book N/A as Instrument No. 3590581 of Official Records.
66. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Coverage Assignment ("Deed Restriction") recorded December 06, 2007, in Book N/A as Instrument No. 3600738 of Official Records.
67. The effect of a document entitled "Declaration of Covenants, Conditions and Restrictions Commercial Floor Area Transfer from Non-Sensitive Parcels ("Deed Restriction") to be Recorded Against APNs 123-071-34, 123-071-35, 123-071-36, 123-071-37 (Formerly 123-071-24 and 123-055-01)", recorded July 5, 2011 as Instrument No. 4019519 of Official Records.

(Note: Missing attachments for Exhibit "A" and Exhibit "B".)

(Affects Parcels 5 and 6)

68. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions for Restriction to Open Space to be Recorded Against a Portion of APN 123-071-24 recorded February 25, 2005, in Book N/A as Instrument No. 3174331 of Official Records.

(Affects Parcel 6)

**The Following Matters Affect All Parcels:**

69. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
70. Rights of parties in possession.

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**INFORMATIONAL NOTES**

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the Land. First American Title Insurance Company expressly disclaims any liability for loss or damage that may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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First American Title

ISSUED BY

**First American Title Insurance Company**

**Exhibit A**

File No: 123-2616412

Issuing Office File Number:

The land referred to herein below is situated in the County of Washoe, State of Nevada, and described as follows:

**PARCEL 1:**

LOT 1 IN BLOCK F OF NEVADA VISTA SUBDIVISION BEING A SUBDIVISION OF PORTION OF LOTS 1 AND 2 AND I AND II IN SECTION 30, TOWNSHIP 16 NORTH, RANGE 18 EAST, M.D.B.& M., STATE OF NEVADA, COUNTY OF WASHOE, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON AUGUST 26, 1926.

EXCEPTING THAT PORTION THEREOF, CONVEYED TO THE COUNTY OF WASHOE, BY DEED RECORDED JULY 12, 1937 IN BOOK 111, PAGE 241, DEED RECORDS, AS INSTRUMENT NO. 78492.

**PARCEL 2:**

ALL THAT PORTION OF LOTS 2 IN BLOCK F OF NEVADA VISTA SUBDIVISION, AS SHOWN ON THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON AUGUST 26 1926, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2;  
THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 60°02' EAST 273.07 FEET TO THE NORTHEAST CORNER THEREOF, BEING A POINT ON THE NORTHWESTERLY LINE OF CALANEVA DRIVE;  
THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 43°15' WEST 70.00 FEET;  
THENCE LEAVING SAID CALANEVA DRIVE, NORTH 60°02' WEST 266.20 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF NEVADA STATE ROUTE NO. 28;  
THENCE ALONG SAID LINE, AND THE WESTERLY LINE OF SAID LOT 2 NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 290 FEET FOR AN ARC DISTANCE OF 73.11 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 27, 2007 AS INSTRUMENT NO. 3548445 OF OFFICIAL RECORDS.

**PARCEL 3:**

LOTS 14, 15, 16, 17 AND 18 OF THE MATT GREEN UNOFFICIAL SUBDIVISION OF A PORTION OF LOT 4 OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 18 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF NEVADA STATE HIGHWAY ROUTE NO. 28 (80 FEET WIDE) WITH THE SOUTH LINE OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 18 EAST, M.D.B.&M.;  
THENCE ALONG SAID SOUTH LINE SOUTH 89°17'50" WEST 240.00 FEET;  
THENCE NORTH 0°35'38" EAST 40.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 0°35'38" EAST ALONG THE WESTERN LINE OF WASSOU ROAD, (40.00 FEET WIDE) A DISTANCE OF 460.93 FEET;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 2392.74 FEET FOR AN ARC DISTANCE OF 49.07 FEET;

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THENCE SOUTH 89°15'47" WEST 140.00 FEET TO THE EAST LINE OF LAKE VIEW AVENUE, (40 FEET WIDE);  
THENCE SOUTH 0°35'38" WEST ALONG SAID EAST LINE 510.00 FEET TO A LINE DRAWN SOUTH 89°17'50" WEST FROM  
THE POINT OF BEGINNING;  
THENCE NORTH 89°17'50" EAST 140.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT CERTAIN REAL PROPERTY, LYING WITHIN THE EXTERIOR BOUNDARIES OF LOTS  
14, 15 AND 16 OF THE MATT GREEN UNOFFICIAL SUBDIVISION OF A PORTION OF LOT 4 OF SECTION 19, TOWNSHIP  
16 NORTH, RANGE 18 EAST, M.D.B.&M.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT  
RECORDED JANUARY 31, 2020 AS INSTRUMENT NO. 4996803 OF OFFICIAL RECORDS.

PARCEL 4:

A PORTION OF PARCEL 3 AS DESCRIBED IN DOCUMENT NO. 2710630, WASHOE COUNTY OFFICIAL RECORDS, MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4 OF SAID SECTION 19;  
THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 19 SOUTH 89°11'12" EAST 522.38 FEET TO THE SOUTH 1/4  
CORNER OF SAID SECTION 19;  
THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°47'22" EAST 51.76 FEET TO THE WESTERLY RIGHT OF WAY LINE OF  
NEVADA STATE HIGHWAY 28;  
THENCE ALONG SAID RIGHT OF WAY LINE NORTH 1°30'26" EAST 543.96 FEET TO THE BEGINNING OF A TANGENT  
CURVE TO THE RIGHT HAVING A RADIUS OF 2040.00 FEET;  
THENCE NORTHERLY 84.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°22'59" TO THE POINT OF  
BEGINNING OF THIS DESCRIPTION;  
THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 80°17'12" WEST 184.56 FEET;  
THENCE NORTH 7°45'25" EAST 21.87 FEET;  
THENCE NORTH 11°00'19" EAST 110.00 FEET;  
THENCE SOUTH 89°47'22" EAST 167.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF NEVADA STATE HIGHWAY 28  
AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2040.00 FEET TO WHICH POINT  
A RADIAL LINE BEARS NORTH 83°20'55" WEST;  
THENCE SOUTHERLY 98.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°45'40" TO THE POINT OF  
BEGINNING.

ALSO KNOWN AS PARCEL 2 ON RECORD OF SURVEY NO. 4509 FOR SIERRA PARK, LLC, FILED DECEMBER 11, 2004 AS  
FILE NO. 3146107 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT  
RECORDED MARCH 13, 2015 AS INSTRUMENT NO. 4446494 OF OFFICIAL RECORDS.

PARCEL 5:

A PORTION OF PARCELS 3 & 4 AS DESCRIBED IN DOCUMENT NO. 2710630, WASHOE COUNTY OFFICIAL RECORDS,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4 OF SAID SECTION 19;  
THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 19 SOUTH 89°11'12" EAST 522.38 FEET TO THE SOUTH 1/4  
CORNER OF SAID SECTION 19;  
THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°47'22" EAST 51.76 FEET TO THE WESTERLY RIGHT OF WAY LINE OF  
NEVADA STATE HIGHWAY 28;  
THENCE ALONG SAID RIGHT OF WAY LINE NORTH 1°30'26" EAST 543.96 FEET TO THE BEGINNING OF A TANGENT  
CURVE TO THE RIGHT HAVING A RADIUS OF 2040.00 FEET;  
THENCE NORTHERLY 183.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°08'39" TO THE POINT OF

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BEGINNING OF THIS DESCRIPTION;  
THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 89°47'22" WEST 167.00 FEET;  
THENCE NORTH 5°04'17" EAST 90.00 FEET;  
THENCE SOUTH 89°47'22" EAST 90.00 FEET;  
THENCE NORTH 51°12'18" EAST 61.88 FEET;  
THENCE SOUTH 89°47'22" EAST 39.97 FEET TO THE RIGHT OF WAY LINE OF NEVADA STATE HIGHWAY 28 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2040.00 FEET TO WHICH POINT A RADIAL LINE BEARS NORTH 79°41'51" WEST;  
THENCE SOUTHERLY 130.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°39'04" TO THE POINT OF BEGINNING.

ALSO KNOWN AS PARCEL 3 ON RECORD OF SURVEY NO. 4509 FOR SIERRA PARK, LLC, FILED DECEMBER 11, 2004 AS FILE NO. 3146107 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED MARCH 13, 2015 AS INSTRUMENT NO. 4446494 OF OFFICIAL RECORDS.

PARCEL 6:

A PORTION OF PARCELS 2, 3 & 4 AS DESCRIBED IN DOCUMENT NO. 2710630, WASHOE COUNTY OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4 OF SAID SECTION 19; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 19 SOUTH 89°11'12" EAST 374.17 FEET;  
THENCE ALONG A LINE PARALLEL TO THE WESTERLY RIGHT OF WAY LINE OF NEVADA STATE HIGHWAY 28 NORTH 1°30'26" EAST 498.06 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2352.94 FEET;  
THENCE NORTHERLY 563.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°43'00";  
THENCE NORTH 15°13'26" EAST 293.28 FEET TO A POINT ON THE 1/16 LINE OF SAID SECTION 19;  
THENCE ALONG SAID 1/16 LINE SOUTH 89°53'44" EAST 198.45 FEET TO THE WESTERLY RIGHT OF WAY LINE OF NEVADA STATE HIGHWAY 28;  
THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 15°13'26" WEST 324.36 FEET TO THE POINT MARKED BY A CONCRETE MONUMENT AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2040.00 FEET;  
THENCE SOUTHERLY 175.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°55'17";  
THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 89°47'22" WEST 39.97 FEET;  
THENCE SOUTH 51°12'18" WEST 61.88 FEET;  
THENCE NORTH 89°47'22" WEST 90.00 FEET;  
THENCE SOUTH 5°04'17" WEST 90.00 FEET;  
THENCE SOUTH 11°00'19" WEST 110.00 FEET;  
THENCE SOUTH 7°45'25" WEST 120.00 FEET;  
THENCE NORTH 89°47'22" WEST 10.00 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS PARCEL 4 ON RECORD OF SURVEY NO. 4509 FOR SIERRA PARK, LLC, FILED DECEMBER 11, 2004 AS FILE NO. 3146107 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED MARCH 13, 2015 AS INSTRUMENT NO. 4446494 OF OFFICIAL RECORDS.

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*First American Title*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 123-2616414

### COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

#### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**If this jacket was created electronically, it constitutes an original document.**

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American Title

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 123-2616414

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company

Issuing Office: 940 Southwood Blvd, Suite 203

Incline Village, NV 89451

Issuing Office's ALTA® Registry ID: 0002034

Commitment No.: 123-2616414

Property Address: USFS 123-053-06, , NV

Revision No.:

**Inquiries Should Be Directed To:**

Vickie Donati

Phone: (775)831-2488

Email: VDonati@firstam.com

Issuing Office File No.: 123-2616414

### SCHEDULE A

1. Commitment Date: January 22, 2021 8:00 AM
2. Policies to be issued:
  - (a) ALTA Owners Policy  
Proposed Insured: To Be Determined  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is

#### Fee Simple

4. The Title is, at the Commitment Date, vested in: [United States of America](#)
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

By:  
Debbie M. Jackson  
Authorized Signatory

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First American Title

# Schedule BI & BII

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 123-2616414

Commitment No.: 123-2616414

### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
  2. Pay the agreed amount for the estate or interest to be insured.
  3. Pay the premiums, fees, and charges for the Policy to the Company.
  4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  5. Releases(s) or Reconveyance(s) of Item(s): None
  6. Other: None
  7. You must give us the following information:
    - A. Any off record leases, surveys, etc.
    - B. Statement(s) of Identity, all parties.
    - C. Others:
- Prior to the issuance of any policy of title insurance a properly engineered legal description must be submitted to the Company for review.

The following additional requirements, as indicated by "X", must be met:

8. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

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The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

9. An ALTA/NSPS survey of recent date, that complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as the Company may deem necessary.
10. The following LLC documentation is required from .
11. The following partnership documentation is required from :
12. The following documentation is required from corporation:
13. Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:
- Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as the Company may deem necessary.
14. A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as the Company may deem necessary.
15. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
16. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the Land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
17. The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.
18. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

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- 19. Financial statements from the appropriate parties must be submitted to the Company for review.
  
- 20. A copy of the construction contract must be submitted to the Company for review.
  
- 21. The Company reserves the right to perform an inspection of the Land to verify that there has been no commencement of work or delivery of materials involving either existing or new improvements located on the Land.

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First American Title

## Schedule BI & BII (Cont.)

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 123-2616414

Commitment No.: 123-2616414

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and that are not shown by the Public Records.
5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

#### **Exceptions 1-6 will be omitted on extended coverage policies**

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. Water rights, claims or title to water, whether or not shown by the Public Records.

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9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
10. Any taxes that may be due as provided under NRS 361.4725.
11. Any unpaid charges due the Incline Village General Improvement District. Specific amounts may be obtained by calling (775)832-1203.
12. Any unpaid charges due the Washoe County Sewer & Water District. Specific amounts may be obtained by calling the Washoe County Water Resources, Utility Services Division at P.O. Box 11130, Reno, NV 89520, (775)954-4601.
13. The property herein described is currently exempt from Washoe County Real Property Taxes, however, upon transfer to a non-exempt entity, taxes will be assessed for the remainder of the current year.  
Assessor's Parcel Number: 123-053-06
14. Reservations and provisions as contained in Patent from the [United States of America](#), recorded February 8, 1878, in [Book A of Patents, Page 228](#), as Instrument No. N/A.
15. An Easement for public utilities and incidental purposes, recorded August 6, 1931 in Book No. 88, Page 357 as Instrument No. [56594](#) of Deed Records.  
Affects: a portion of the land
16. The terms and provisions contained in the document entitled Agreement between the Incline Village General Improvement District and the United States Department of Agriculture, Forest Service recorded October 19, 1987 in Book No. 2643, Page 38 as Instrument No. [1200923](#) of Official Records.
  - A document entitled "Release", recorded January 8, 1988, in Book 2672, Page 900 as Instrument No. [1217859](#) of Official Records.
17. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS Survey.
18. Rights of parties in possession of the land by reason of unrecorded leases and all parties claiming by, through or under said lessees or tenants, if any, that would be disclosed from an inquiry of the parties, or by an inspection of the land.

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**INFORMATIONAL NOTES**

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

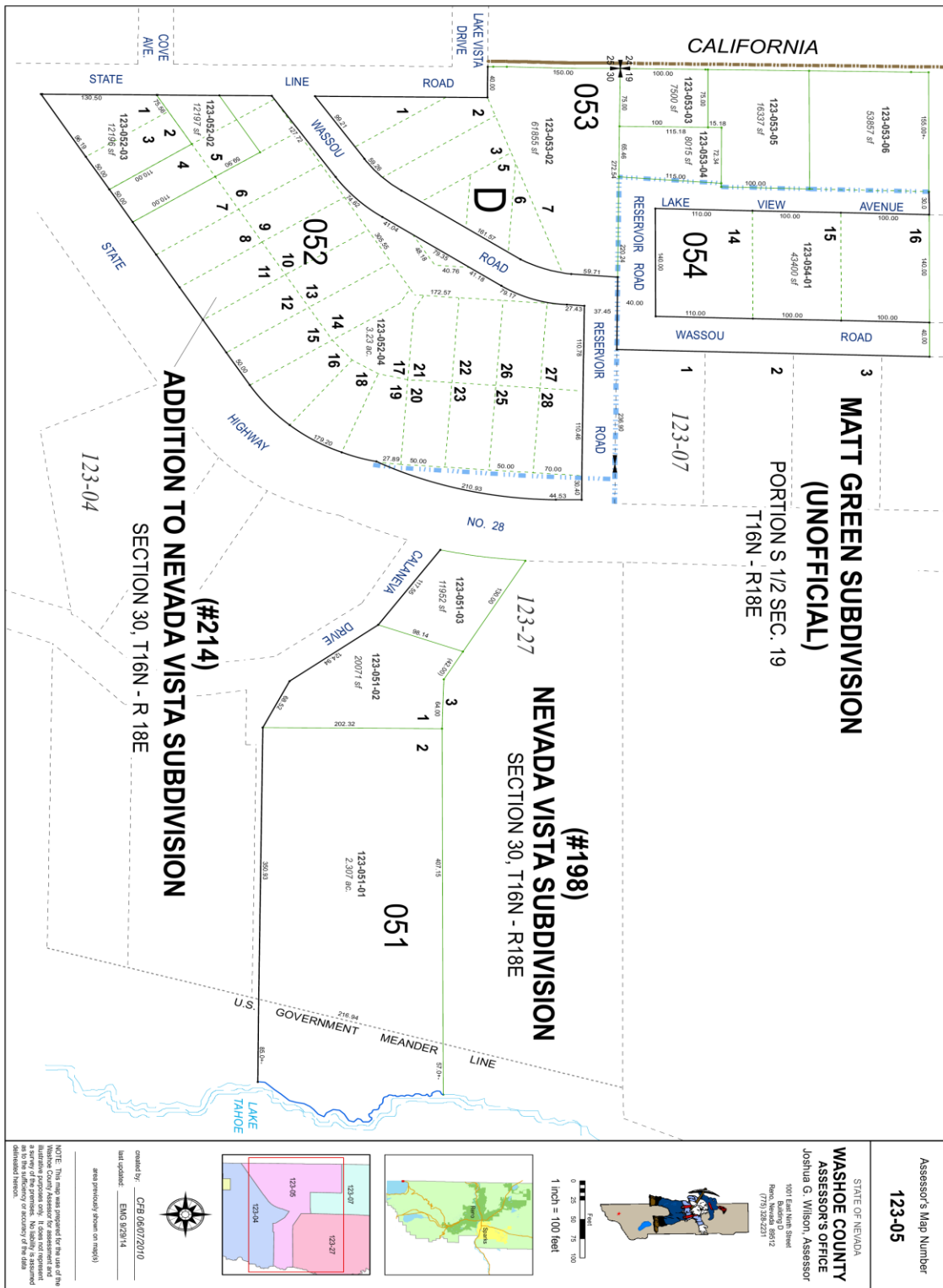
The map attached, if any, may or may not be a survey of the Land. First American Title Insurance Company expressly disclaims any liability for loss or damage that may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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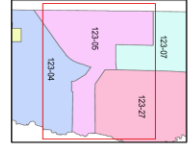
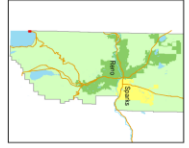


Assessor's Map Number  
**123-05**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor  
1001 East Ninth Street  
Reno, Building 6/Floor 12  
Reno, NV 89502-2231  
(775) 339-2231



1 inch = 100 feet



created by: **CFB 06/07/2010**  
bill number: **ENO 9/28/14**  
also previously shown on map(s)  
NOTE: This map was prepared for the use of the Washoe County Assessor's Office for assessment and taxation purposes only. It does not represent any other authority and is not intended to be used as evidence in any legal proceeding. The Assessor's Office is not responsible for the accuracy or sufficiency of the data displayed hereon.

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First American Title

Exhibit A

ISSUED BY

**First American Title Insurance Company**

File No: 123-2616414

Issuing Office File Number:

The land referred to herein below is situated in the County of Washoe, State of Nevada, and described as follows:

ALL OF LOT 4 OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 18 EAST, M.D.B.&M, LYING WEST OF THE NEVADA STATE HIGHWAY NO. 28, LYING SOUTH OF THAT PARCEL CONVEYED TO CHENEY TRUST, JOHN C. CHENEY, AS TRUSTEE RECORDED MARCH 2, 1981 IN BOOK 1606, PAGE 543, DOCUMENT NO. [725992](#), OFFICIAL RECORDS, ALSO LYING SOUTH OF THAT PARCEL CONVEYED TO GARY SIMPSON, TREASURER OF THE COUNTY OF WASHOE, STATE OF NEVADA BY DEED RECORDED MAY 6, 1985, IN BOOK 2165, PAGE 297, AS DOCUMENT NO. [995099](#), OFFICIAL RECORDS, KNOWN AS APN 123-071-31.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND KNOWN AS GREEN ACRES SUBDIVISION AND MATT GREEN SUBDIVISION;

ALSO EXCEPTING THEREFROM THE FOLLOWING 4 PARCELS:

1. PARCEL CONVEYED TO JOHN G. RIDGWAY, ET UX , BY DEED RECORDED DECEMBER 11, 1972 IN BOOK 692, PAGE 214, AS DOCUMENT NO. [268425](#), OFFICIAL RECORDS.

2. PARCEL CONVEYED TO NORTH LAKE TAHOE FIRE PROTECTION DISTRICT BY DEED RECORDED IN BOOK 577, PAGE 684, AS DOCUMENT NO. [335917](#), DEED RECORDS.

3. PARCEL CONVEYED TO NEVADA CLUB ENTERPRISES, INC., BY DEED RECORDED IN BOOK 632, PAGE 65, AS DOCUMENT NO. [360281](#), DEED RECORDS.

4. PARCEL CONVEYED TO CAL-NEVA INCORPORATED, A NEVADA CORPORATION BY DEED RECORDED SEPTEMBER 7, 1937 IN BOOK 111, PAGE 514, AS DOCUMENT NO. [79113](#), DEED RECORDS.

NOTE: PRIOR TO THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE A PROPERLY ENGINEERED LEGAL DESCRIPTION MUST BE SUBMITTED TO THE TITLE DEPARTMENT FOR REVIEW.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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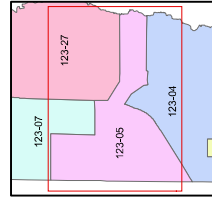
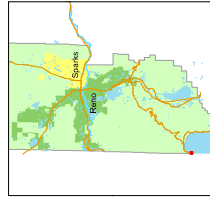
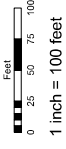
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BOULDER BAY APN MAPS

# APPENDIX I

Assessor's Map Number  
**123-05**

STATE OF NEVADA  
**WASHOE COUNTY**  
**ASSESSOR'S OFFICE**  
Joshua G. Wilson, Assessor  
1001 East Ninth Street  
Building D  
Reno, NV 89512  
(775) 328-2231



created by: **CFB 06/07/2010**  
last updated: **ENG 9/29/14**  
area previously shown on map(s)

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a warranty of accuracy. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

# MATT GREEN SUBDIVISION (UNOFFICIAL)

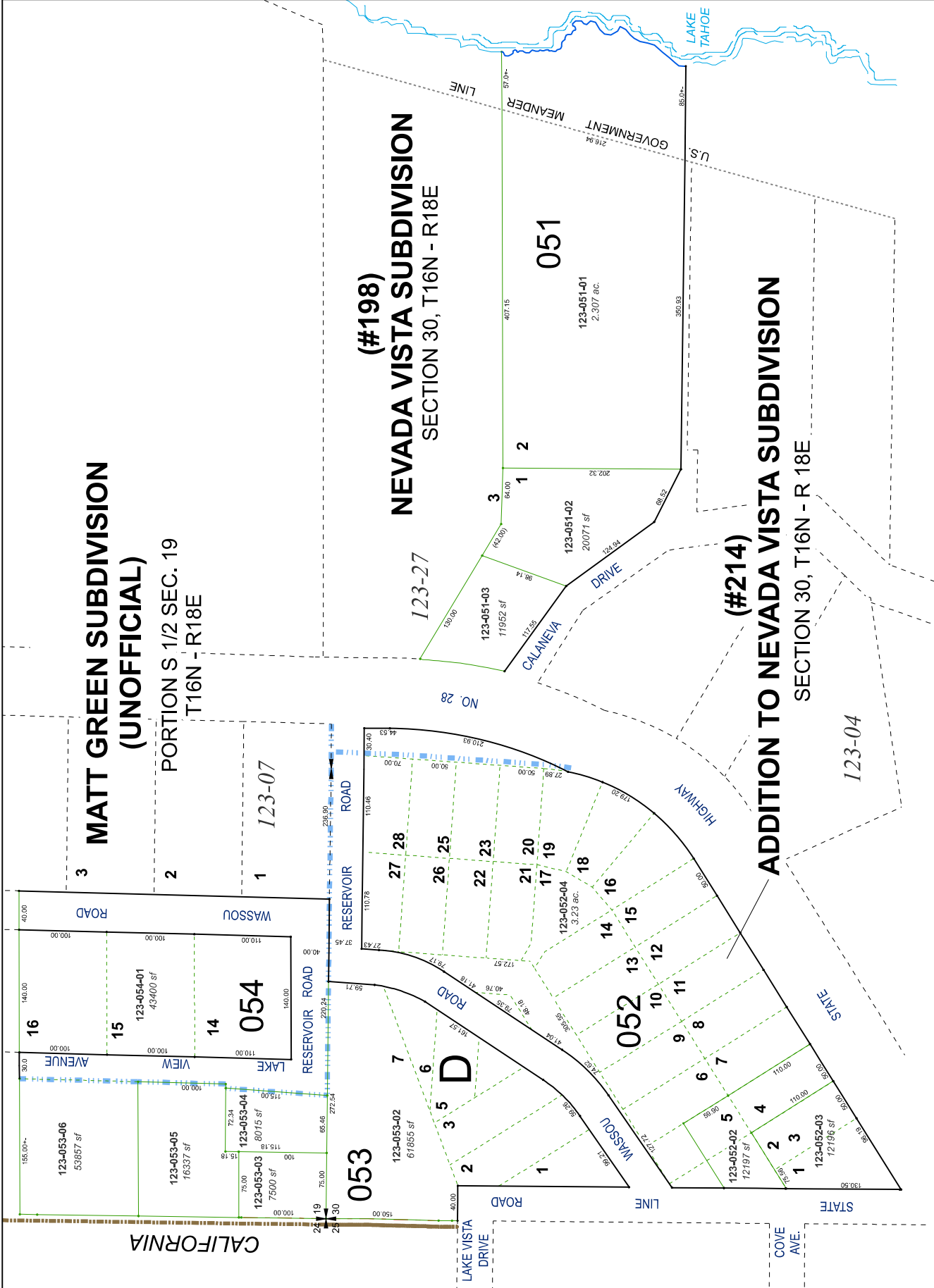
PORTION S 1/2 SEC. 19  
T16N - R18E

# NEVADA VISTA SUBDIVISION (#198)

SECTION 30, T16N - R18E

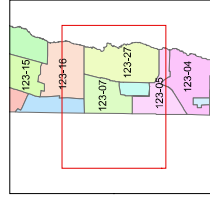
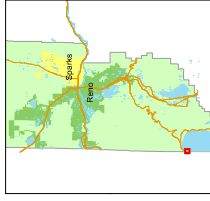
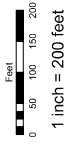
# ADDITION TO NEVADA VISTA SUBDIVISION (#214)

SECTION 30, T16N - R 18E



Assessor's Map Number  
**123-07**

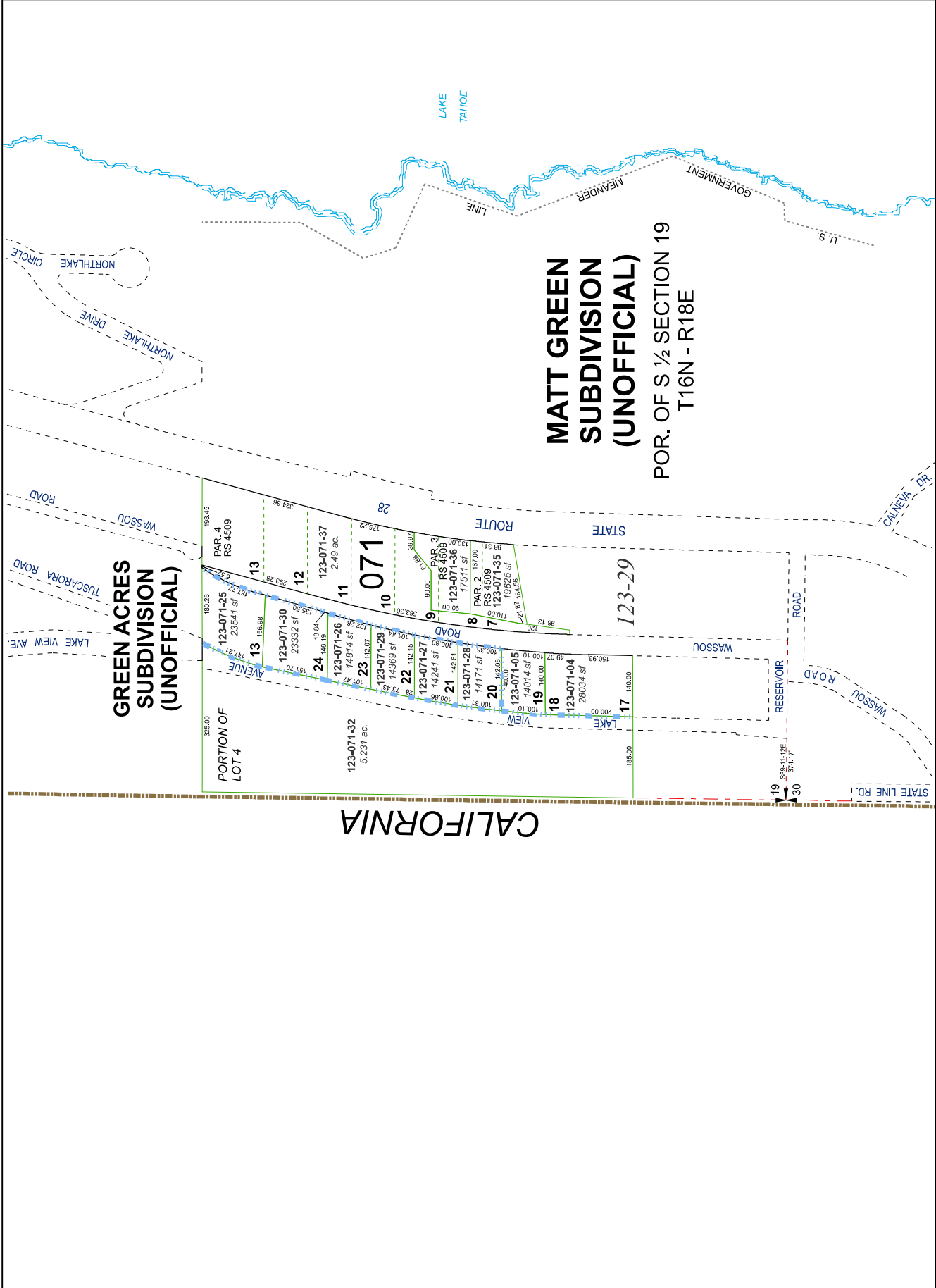
STATE OF NEVADA  
**WASHOE COUNTY**  
**ASSESSOR'S OFFICE**  
1001 East Ninth Street, Building D  
Reno, Nevada 89512  
(775) 328-2231



created by: EMC 09/30/2014  
updated: KSB 7/18/18 SR 10/19/18

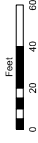
area previously shown on map(s):

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey. No warranty is made or shall be deemed as to the sufficiency or accuracy of the data delineated hereon.

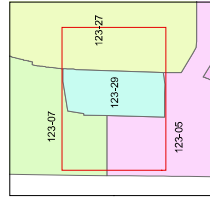
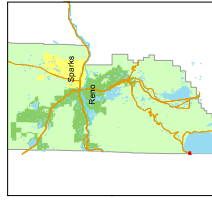


Assessor's Map Number  
**123-29**

STATE OF NEVADA  
**WASHOE COUNTY**  
**ASSESSOR'S OFFICE**  
1001 East Ninth Street, Building D  
Reno, Nevada, 89512  
(775) 328-2231



1 inch = 60 feet



created by: SR 10/18/2018

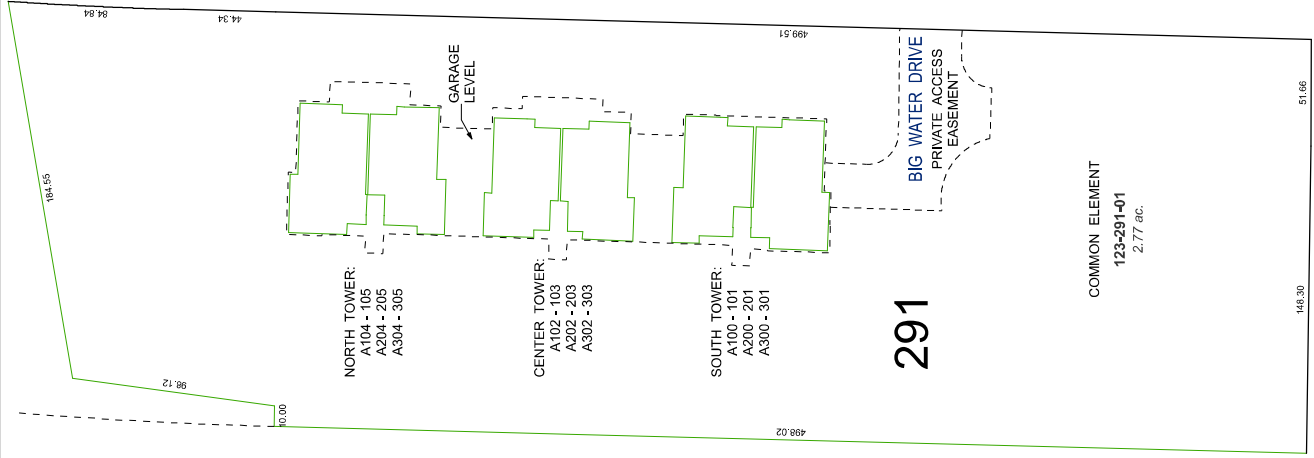
updated:

area previously shown on map(s):  
**123-07**

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a deed or title. No warranty is assumed as to the sufficiency or accuracy of the data delineated hereon.

**(#5287)**  
**GRANITE PLACE**  
PORTION OF SE1/4 SECTION 19  
T16N - R18E

**NOTES:**  
GARAGE LEVEL IS BELOW LEVEL 1  
& PART OF THE COMMON ELEMENT  
SEE PAGES 123-29-S1 & S2 FOR UNIT DETAILS  
SEE PAGES 123-29-S3 thru S5 FOR UNITS



PROOF OF PROPERTY TAX PAYMENTS

**APPENDIX J**



Washoe County Treasurer  
Tammi Davis

Washoe County Treasurer  
P.O. Box 30039, Reno, NV 89520-3039  
ph: (775) 328-2510 fax: (775) 328-2500  
Email: tax@washoecounty.us

## Bill Detail

[Back to Account Detail](#)
[Change of Address](#)
[Print this Page](#)
**Washoe County Parcel Information**

Parcel ID	Status	Last Update
12305204	Active	1/20/2021 1:40:49 AM
<b>Current Owner:</b> BOULDER BAY LLC PO BOX 115 CRYSTAL BAY, NV 89402		<b>SITUS:</b> 5 STATE ROUTE 28 INCL NV
<b>Taxing District</b> 5200		<b>Geo CD:</b>
Legal Description		
Lot Block Range 18 SubdivisionName NEVADA VISTA SUBDIVISION ADD Township 16 Section 30		

**Installments**

Period	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	8/17/2020	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 2	10/5/2020	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 3	1/4/2021	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 4	3/1/2021	2020	\$9,356.36	\$0.00	\$0.00	\$9,356.36
<b>Total Due:</b>			<b>\$9,356.36</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,356.36</b>

**Tax Detail**

	Gross Tax	Credit	Net Tax
<a href="#">Incline Recreati</a>	\$330.00	\$0.00	\$330.00
<a href="#">Incline Village</a>	\$1,873.72	(\$601.88)	\$1,271.84
<a href="#">North Lake Tahoe 2</a>	\$9,261.42	(\$2,492.24)	\$6,769.18
<a href="#">State of Nevada</a>	\$2,429.69	(\$600.48)	\$1,829.21
<a href="#">Washoe County</a>	\$19,890.62	(\$4,915.79)	\$14,974.83
<a href="#">Washoe County Sc</a>	\$16,271.81	(\$4,021.43)	\$12,250.38
<a href="#">LAKE TAHOE WATER BASIN</a>	\$0.13	\$0.00	\$0.13
Total Tax	<b>\$50,057.39</b>	<b>(\$12,631.82)</b>	<b>\$37,425.57</b>

**Payment History**

Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2020	2020453157	B20.191861	\$9,356.36	12/31/2020
2020	2020453157	B20.108349	\$9,356.36	9/29/2020
2020	2020453157	B20.63200	\$9,356.49	8/18/2020

**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) 328-3642

Address change requests may also be mailed to: Washoe County Assessor  
1001 E 9th Street  
Reno, NV 89512-2845

Washoe County Treasurer  
Tammi Davis

Washoe County Treasurer  
P.O. Box 30039, Reno, NV 89520-3039  
ph: (775) 328-2510 fax: (775) 328-2500  
Email: tax@washoecounty.us

## Bill Detail

[Back to Account Detail](#)
[Change of Address](#)
[Print this Page](#)
**Washoe County Parcel Information**

Parcel ID	Status	Last Update
12305302	Active	1/20/2021 1:40:49 AM
<b>Current Owner:</b> BOULDER BAY LLC PO BOX 115 CRYSTAL BAY, NV 89402		<b>SITUS:</b> 0 WASSOU RD CRYSTAL BAY NV
<b>Taxing District</b> 5200		<b>Geo CD:</b>
Legal Description		
Township 16 Section 30 Lot 1 thru 7 Block D Range 18 SubdivisionName NEVADA VISTA SUBDIVISION ADD		

**Installments**

Period	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	8/17/2020	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 2	10/5/2020	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 3	1/4/2021	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 4	3/1/2021	2020	\$1,852.21	\$0.00	\$0.00	\$1,852.21
<b>Total Due:</b>			<b>\$1,852.21</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,852.21</b>

**Tax Detail**

	Gross Tax	Credit	Net Tax
<a href="#">Incline Recreati</a>	\$330.00	\$0.00	\$330.00
<a href="#">Incline Village</a>	\$266.73	\$0.00	\$266.73
<a href="#">North Lake Tahoe 2</a>	\$1,318.39	\$0.00	\$1,318.39
<a href="#">State of Nevada</a>	\$345.88	\$0.00	\$345.88
<a href="#">Washoe County</a>	\$2,831.50	\$0.00	\$2,831.50
<a href="#">Washoe County Sc</a>	\$2,316.35	\$0.00	\$2,316.35
<a href="#">LAKE TAHOE WATER BASIN</a>	\$0.13	\$0.00	\$0.13
<b>Total Tax</b>	<b>\$7,408.98</b>	<b>\$0.00</b>	<b>\$7,408.98</b>

**Payment History**

Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2020	2020453772	B20.191863	\$1,852.21	12/31/2020
2020	2020453772	B20.108344	\$1,852.21	9/29/2020
2020	2020453772	B20.63198	\$1,852.35	8/18/2020

**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**

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Address change requests may also be mailed to:  
Washoe County Assessor  
1001 E 9th Street  
Reno, NV 89512-2845

Washoe County Treasurer  
Tammi Davis

Washoe County Treasurer  
P.O. Box 30039, Reno, NV 89520-3039  
ph: (775) 328-2510 fax: (775) 328-2500  
Email: tax@washoecounty.us

## Bill Detail

[Back to Account Detail](#)
[Change of Address](#)
[Print this Page](#)
**Washoe County Parcel Information**

Parcel ID	Status	Last Update
12305304	Active	1/20/2021 1:40:49 AM
<b>Current Owner:</b> BOULDER BAY LLC PO BOX 115 CRYSTAL BAY, NV 89402		<b>SITUS:</b> 101 LAKE VIEW AVE INCL NV
<b>Taxing District</b> 5200		<b>Geo CD:</b>
Legal Description		
Lot Block Range 18 SubdivisionName _UNSPECIFIED Township 16 Section 19		

**Installments**

Period	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	8/17/2020	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 2	10/5/2020	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 3	1/4/2021	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 4	3/1/2021	2020	\$328.68	\$0.00	\$0.00	\$328.68
<b>Total Due:</b>			<b>\$328.68</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$328.68</b>

**Tax Detail**

	Gross Tax	Credit	Net Tax
<a href="#">Incline Recreati</a>	\$330.00	\$0.00	\$330.00
<a href="#">Incline Village</a>	\$43.37	(\$9.61)	\$33.76
<a href="#">North Lake Tahoe 2</a>	\$214.38	(\$34.69)	\$179.69
<a href="#">State of Nevada</a>	\$56.24	(\$7.68)	\$48.56
<a href="#">Washoe County</a>	\$460.43	(\$62.92)	\$397.51
<a href="#">Washoe County Sc</a>	\$376.66	(\$51.46)	\$325.20
<a href="#">LAKE TAHOE WATER BASIN</a>	\$0.13	\$0.00	\$0.13
<b>Total Tax</b>	<b>\$1,481.21</b>	<b>(\$166.36)</b>	<b>\$1,314.85</b>

**Payment History**

Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2020	2020453322	B20.191860	\$328.68	12/31/2020
2020	2020453322	B20.108350	\$328.68	9/29/2020
2020	2020453322	B20.63201	\$328.81	8/18/2020

**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

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(775) 328-3642

Address change requests may also be mailed to:  
Washoe County Assessor  
1001 E 9th Street  
Reno, NV 89512-2845

Washoe County Treasurer  
 Tammi Davis

Account Detail

[Back to Account Detail](#)

[Change of Address](#)

[Print this Page](#)

**CollectionCart**

Collection Cart	Items	Total	<a href="#">Checkout</a>	<a href="#">View</a>
Collection Cart	0	\$0.00		

**Pay Online**

**Washoe County Parcel Information**

Parcel ID	Status	Last Update
12305306	Active	2/8/2021 1:41:06 AM

**Current Owner:**  
 UNITED STATES OF AMERICA  
 ATTN: LAKE TAHOE BASIN MGMT UNIT  
 35 COLLEGE DR  
 SOUTH LAKE TAHOE, CA 96150

**SITUS:**  
 0 LAKE VIEW AVE  
 INCL NV

**Taxing District**  
 5200

**Geo CD:**

**Tax Bill (Click on desired tax year for due dates and further details)**

Tax Year	Net Tax	Total Paid	Penalty/Fees	Interest	Balance Due
<a href="#">2020</a>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<a href="#">2019</a>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<a href="#">2018</a>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<a href="#">2017</a>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<a href="#">2016</a>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>					<b>\$0.00</b>

**Disclaimer**

- **ALERTS:** If your real property taxes are delinquent, the search results displayed may not reflect the correct amount owing. Please contact our office for the current amount due.
- For your convenience, online payment is available on this site. E-check payments are accepted without a fee. However, a service fee does apply for online credit card payments. See [Payment Information](#) for details.

**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

 **Payment Information**

 **Special Assessment District**

 **Installment Date Information**

 **Assessment Information**

Washoe County Treasurer  
Tammi Davis

Washoe County Treasurer  
P.O. Box 30039, Reno, NV 89520-3039  
ph: (775) 328-2510 fax: (775) 328-2500  
Email: tax@washoecounty.us

## Bill Detail

[Back to Account Detail](#)
[Change of Address](#)
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### Washoe County Parcel Information

Parcel ID	Status	Last Update
12305401	Active	1/20/2021 1:40:49 AM
<b>Current Owner:</b> BOULDER BAY LLC PO BOX 115 CRYSTAL BAY, NV 89402		<b>SITUS:</b> 47 RESERVOIR RD INCLINE VILLAGE NV
<b>Taxing District</b> 5200		<b>Geo CD:</b>
Legal Description		
Lot Block Range 18 SubdivisionName MATT GREEN SUB UNOFFICIAL Township 16 Section		

### Installments

Period	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	8/17/2020	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 2	10/5/2020	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 3	1/4/2021	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 4	3/1/2021	2020	\$1,309.04	\$0.00	\$0.00	\$1,309.04
<b>Total Due:</b>			<b>\$1,309.04</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,309.04</b>

### Tax Detail

	Gross Tax	Credit	Net Tax
<a href="#">Incline Recreati</a>	\$330.00	\$0.00	\$330.00
<a href="#">Incline Village</a>	\$184.87	\$0.00	\$184.87
<a href="#">North Lake Tahoe 2</a>	\$913.75	\$0.00	\$913.75
<a href="#">State of Nevada</a>	\$239.72	\$0.00	\$239.72
<a href="#">Washoe County</a>	\$1,962.43	\$0.00	\$1,962.43
<a href="#">Washoe County Sc</a>	\$1,605.41	\$0.00	\$1,605.41
<a href="#">LAKE TAHOE WATER BASIN</a>	\$0.13	\$0.00	\$0.13
Total Tax	<b>\$5,236.31</b>	<b>\$0.00</b>	<b>\$5,236.31</b>

### Payment History

Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2020	2020453329	B20.192630	\$1,309.04	12/31/2020
2020	2020453329	B20.134826	\$1,309.05	10/15/2020
2020	2020453329	B20.79147	\$1,309.18	8/24/2020

### 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

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1001 E 9th Street  
Reno, NV 89512-2845

Washoe County Treasurer  
Tammi Davis

Washoe County Treasurer  
P.O. Box 30039, Reno, NV 89520-3039  
ph: (775) 328-2510 fax: (775) 328-2500  
Email: tax@washoecounty.us

## Bill Detail

[Back to Account Detail](#)
[Change of Address](#)
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### Washoe County Parcel Information

Parcel ID	Status	Last Update
12329101	Active	1/20/2021 1:40:49 AM
<b>Current Owner:</b> BIG WATER INVESTMENTS LLC PO BOX 6622 INCLINE VILLAGE, NV 89450		
<b>SITUS:</b> 1 BIG WATER DR INCLINE VILLAGE NV		
<b>Taxing District:</b> 5200		<b>Geo CD:</b>
Legal Description		
Township 16 Section 19 Lot CA Block Range 18 SubdivisionName GRANITE PLACE		

### Installments

Period	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	8/17/2020	2020	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Due:</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

### Tax Detail

	Gross Tax	Credit	Net Tax
<a href="#">Incline Village</a>	\$0.00	\$0.00	\$0.00
<a href="#">North Lake Tahoe 2</a>	\$0.00	\$0.00	\$0.00
<a href="#">State of Nevada</a>	\$0.00	\$0.00	\$0.00
<a href="#">Washoe County</a>	\$0.00	\$0.00	\$0.00
<a href="#">Washoe County Sc</a>	\$0.00	\$0.00	\$0.00
Total Tax	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

### Payment History

No Payment Records Found

### 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

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Address change requests may also be mailed to:  
Washoe County Assessor  
1001 E 9th Street  
Reno, NV 89512-2845

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](mailto:tax@washoecounty.us)

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

Washoe County Treasurer  
Tammi Davis

Washoe County Treasurer  
P.O. Box 30039, Reno, NV 89520-3039  
ph: (775) 328-2510 fax: (775) 328-2500  
Email: tax@washoecounty.us

## Bill Detail

[Back to Account Detail](#)
[Change of Address](#)
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**Washoe County Parcel Information**

Parcel ID	Status	Last Update
12305202	Active	1/20/2021 1:40:49 AM
<b>Current Owner:</b> BOULDER BAY LLC PO BOX 115 CRYSTAL BAY, NV 89402		<b>SITUS:</b> 5 STATE ROUTE 28 INCL NV
<b>Taxing District</b> 5200		<b>Geo CD:</b>
Legal Description		
Lot 2, 4, 5 Block C Range 18 SubdivisionName NEVADA VISTA SUBDIVISION ADD Township 16 Section 30		

**Installments**

Period	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	8/17/2020	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 2	10/5/2020	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 3	1/4/2021	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 4	3/1/2021	2020	\$974.23	\$0.00	\$0.00	\$974.23
<b>Total Due:</b>			<b>\$974.23</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$974.23</b>

**Tax Detail**

	Gross Tax	Credit	Net Tax
<a href="#">Incline Recreati</a>	\$330.00	\$0.00	\$330.00
<a href="#">Incline Village</a>	\$337.41	(\$215.11)	\$122.30
<a href="#">North Lake Tahoe 2</a>	\$1,667.73	(\$1,016.84)	\$650.89
<a href="#">State of Nevada</a>	\$437.52	(\$261.63)	\$175.89
<a href="#">Washoe County</a>	\$3,581.75	(\$2,141.86)	\$1,439.89
<a href="#">Washoe County Sc</a>	\$2,930.12	(\$1,752.17)	\$1,177.95
<a href="#">LAKE TAHOE WATER BASIN</a>	\$0.13	\$0.00	\$0.13
Total Tax	<b>\$9,284.66</b>	<b>(\$5,387.61)</b>	<b>\$3,897.05</b>

**Payment History**

Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2020	2020453940	B20.191857	\$974.23	12/31/2020
2020	2020453940	B20.108353	\$974.23	9/29/2020
2020	2020453940	B20.63204	\$974.36	8/18/2020

**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) 328-3642

Address change requests may also be mailed to:  
Washoe County Assessor  
1001 E 9th Street  
Reno, NV 89512-2845



Washoe County Treasurer  
Tammi Davis

Washoe County Treasurer  
P.O. Box 30039, Reno, NV 89520-3039  
ph: (775) 328-2510 fax: (775) 328-2500  
Email: tax@washoecounty.us

Bill Detail

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Washoe County Parcel Information		
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12305203	Active	1/20/2021 1:40:49 AM
<b>Current Owner:</b> BOULDER BAY LLC PO BOX 115 CRYSTAL BAY, NV 89402		<b>SITUS:</b> 0 STATE ROUTE 28 INCL NV
<b>Taxing District</b> 5200	<b>Geo CD:</b>	
Legal Description		
Lot 1, 3 Block C Range 18 SubdivisionName NEVADA VISTA SUBDIVISION ADD Township 16 Section 30		

Installments						
Period	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	8/17/2020	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 2	10/5/2020	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 3	1/4/2021	2020	\$0.00	\$0.00	\$0.00	\$0.00
INST 4	3/1/2021	2020	\$500.89	\$0.00	\$0.00	\$500.89
<b>Total Due:</b>			<b>\$500.89</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$500.89</b>

Tax Detail			
	Gross Tax	Credit	Net Tax
<a href="#">Incline Recreati</a>	\$330.00	\$0.00	\$330.00
<a href="#">Incline Village</a>	\$63.06	\$0.00	\$63.06
<a href="#">North Lake Tahoe 2</a>	\$311.69	\$0.00	\$311.69
<a href="#">State of Nevada</a>	\$81.77	\$0.00	\$81.77
<a href="#">Washoe County</a>	\$669.42	\$0.00	\$669.42
<a href="#">Washoe County Sc</a>	\$547.62	\$0.00	\$547.62
<a href="#">LAKE TAHOE WATER BASIN</a>	\$0.13	\$0.00	\$0.13
<b>Total Tax</b>	<b>\$2,003.69</b>	<b>\$0.00</b>	<b>\$2,003.69</b>

Payment History				
Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2020	2020453186	B20.191859	\$500.89	12/31/2020
2020	2020453186	B20.108351	\$500.89	9/29/2020
2020	2020453186	B20.63202	\$501.02	8/18/2020