



Parcel Map Review Committee Staff Report Meeting Date: January 19, 2017

Subject: Parcel Map Case Number WTPM16-0006 (Eastlake)
Applicant: Michael Merchant
Agenda Item Number: 7A
Project Summary: Divide a 65.58 acre parcel into 4 parcels of 5.16 acres, 5.4 acres, 10.16 acres, and a remainder parcel of 44.86 acres along East Lake Blvd.
Recommendation: Approval with Conditions
Prepared by: Chad Giesinger, AICP, Senior Planner
Washoe County Community Services Department
Planning and Development Division
Phone: 775.328.3626
E-Mail: cgiesinger@washoecounty.us

Description

Parcel Map Case Number WTPM16-0006 (Merchant – Eastlake): Hearing, discussion, and possible action to approve the division of a vacant 65.58 acre parcel into 4 parcels of 5.16 acres, 5.4 acres, 10.16 acres, and a remainder parcel of 44.86 acres. The property is located at the intersection of East Lake Blvd and Highway 395 in East Washoe Valley across from little Washoe Lake.

- Applicant: Michael Merchant
- Property Owner: Lake & Mountain Views, LLC
- Location: 0 Eastlake Blvd, Washoe Valley, NV
- Assessor's Parcel Number: 050-210-22
- Parcel Size: 65.58
- Master Plan Category: Rural Residential (RR)
- Regulatory Zone: Medium Density Rural (MDR)
- Area Plan: South Valleys
- Citizen Advisory Board: South Truckee Meadows/Washoe Valley
- Development Code: Authorized in Article 606, Parcel Map
- Commission District: 2 – Commissioner Lucey
- Section/Township/Range: Section 24, T17N, R19E, MDM, Washoe County, NV

Staff Report Contents

Parcel Map..... 3
Vicinity Map 4
Site Plan 5
Topographic Map 6
Tentative Parcel Map Evaluation..... 7
South Valleys Area Plan Modifiers 7
Development Information 8
Reviewing Agencies..... 8
Recommendation..... 10
Review Criteria..... 10
Appeal Process..... 11

Exhibits Contents

Conditions of Approval..... Exhibit A
Agency Comment Letters..... Exhibit B
Project Application Exhibit C

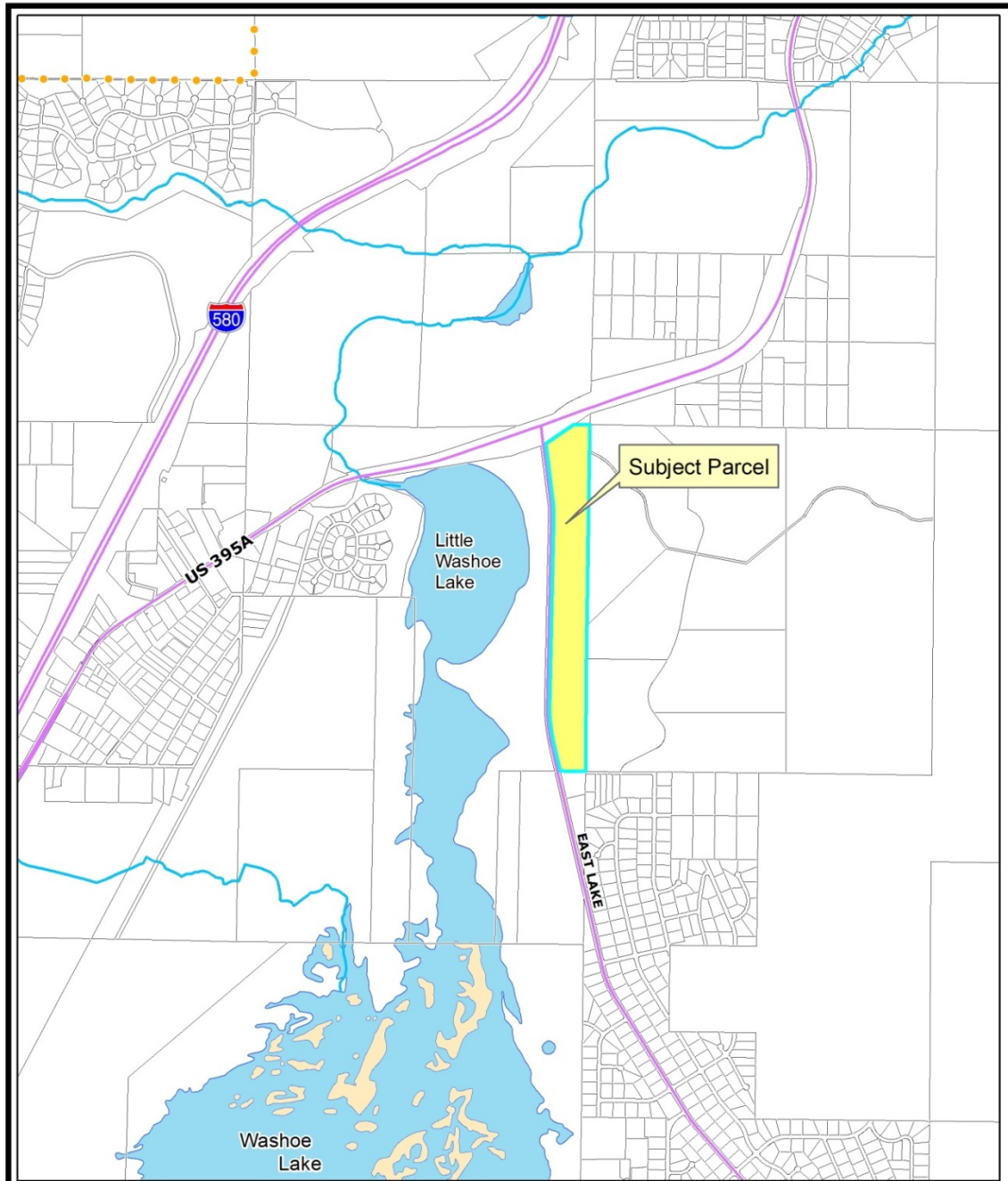
Parcel Map

The purpose of a parcel map is to allow for the creation of subdivisions, merger and re-subdivision of existing lots, and common-interest communities consisting of four or fewer parcels pursuant to Washoe County Development Code Article 606, *Parcel Maps*. A tentative parcel map must be submitted to the Planning and Development Division for the purpose of review prior to or concurrent with the final parcel map. Every tentative parcel map must be prepared by a professional land surveyor. The parcel map process exists to establish reasonable standards of design and procedures for subdividing in order to further the orderly layout and use of land and insure proper legal descriptions and monumenting of subdivided land. Additionally, the process helps to safeguard the public health, safety and general welfare by establishing minimum standards of design and development for any land division platted in the unincorporated area of Washoe County. If the Washoe County Parcel Map Review Committee grants an approval of the tentative parcel map, that approval is subject to Conditions of Approval. Conditions of Approval are requirements that may need to be completed during different stages of the proposed project. Those stages are typically:

- Prior to recordation of a final map.
- Prior to obtaining a final inspection and/or a certificate of occupancy on a structure.
- Prior to the issuance of a business license or other permits/licenses.
- Some Conditions of Approval are referred to as “Operational Conditions.” These conditions must be continually complied with for the life of the project.
- Within 22 months from the date of approval of the tentative parcel map, the applicant must file a final parcel map along with any required supporting materials with the Planning and Development Division and the County Engineer showing that all conditions imposed by the Washoe County Parcel Map Review Committee have been met. Approval or conditional approval of a tentative parcel map imposes no obligation on the part of the Director of Planning and Development Division or the Board of County Commissioners to approve the final parcel map or to accept any public dedication shown on the tentative or final parcel map. Failure to submit a complete final parcel map and pay the required fees within the two year time period shall cease any further action on the map and shall render the tentative parcel map as expired.

The Conditions of Approval for Tentative Parcel Map Case Number WTPM16-0006 is attached to this staff report and will be included with the Action Order.

Vicinity Map



WTPM16-0006 (Merchant-Eastlake)
VICINITY MAP

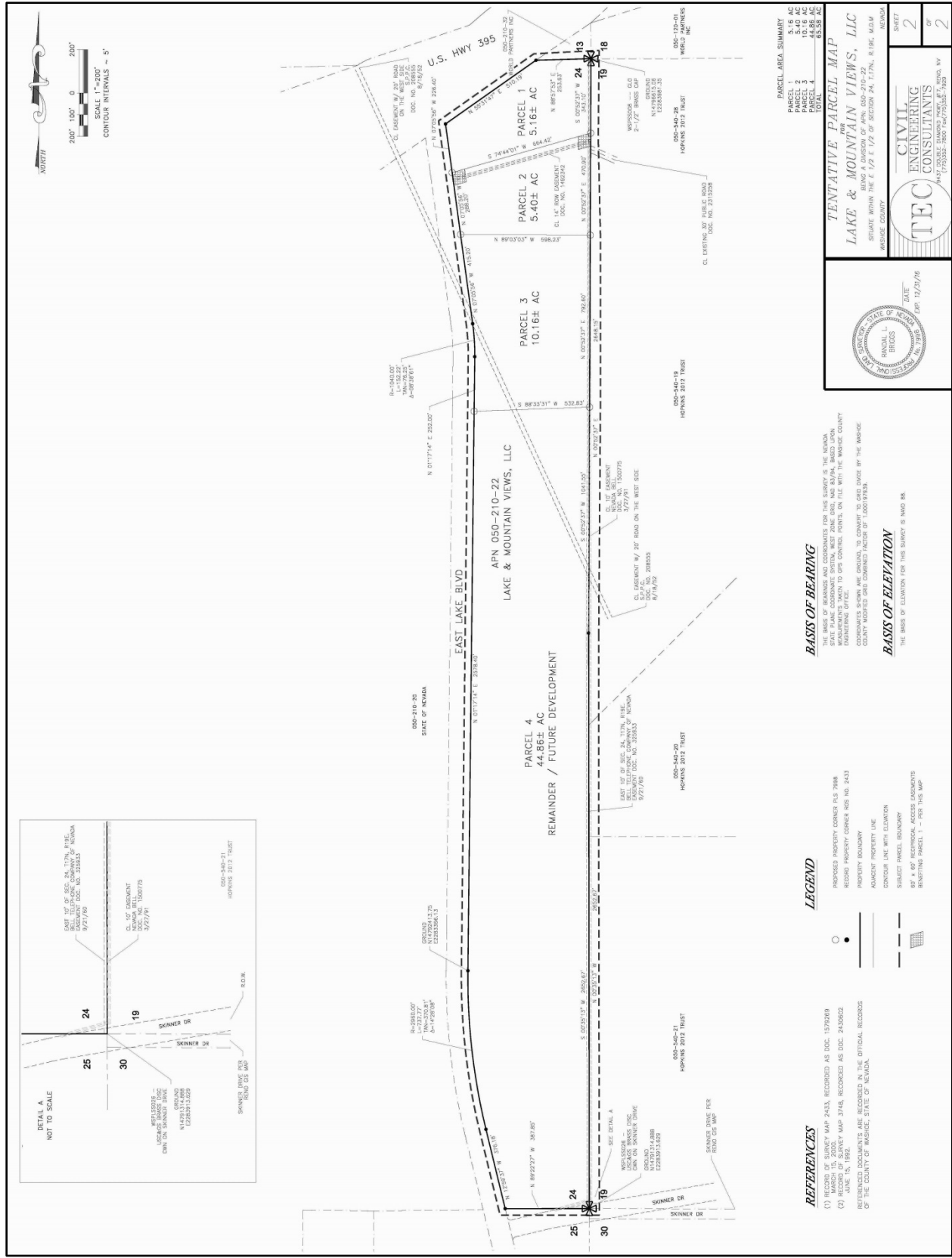
Date: December, 2016 Source: Planning and Development

Community Services
Department, Planning
and Development

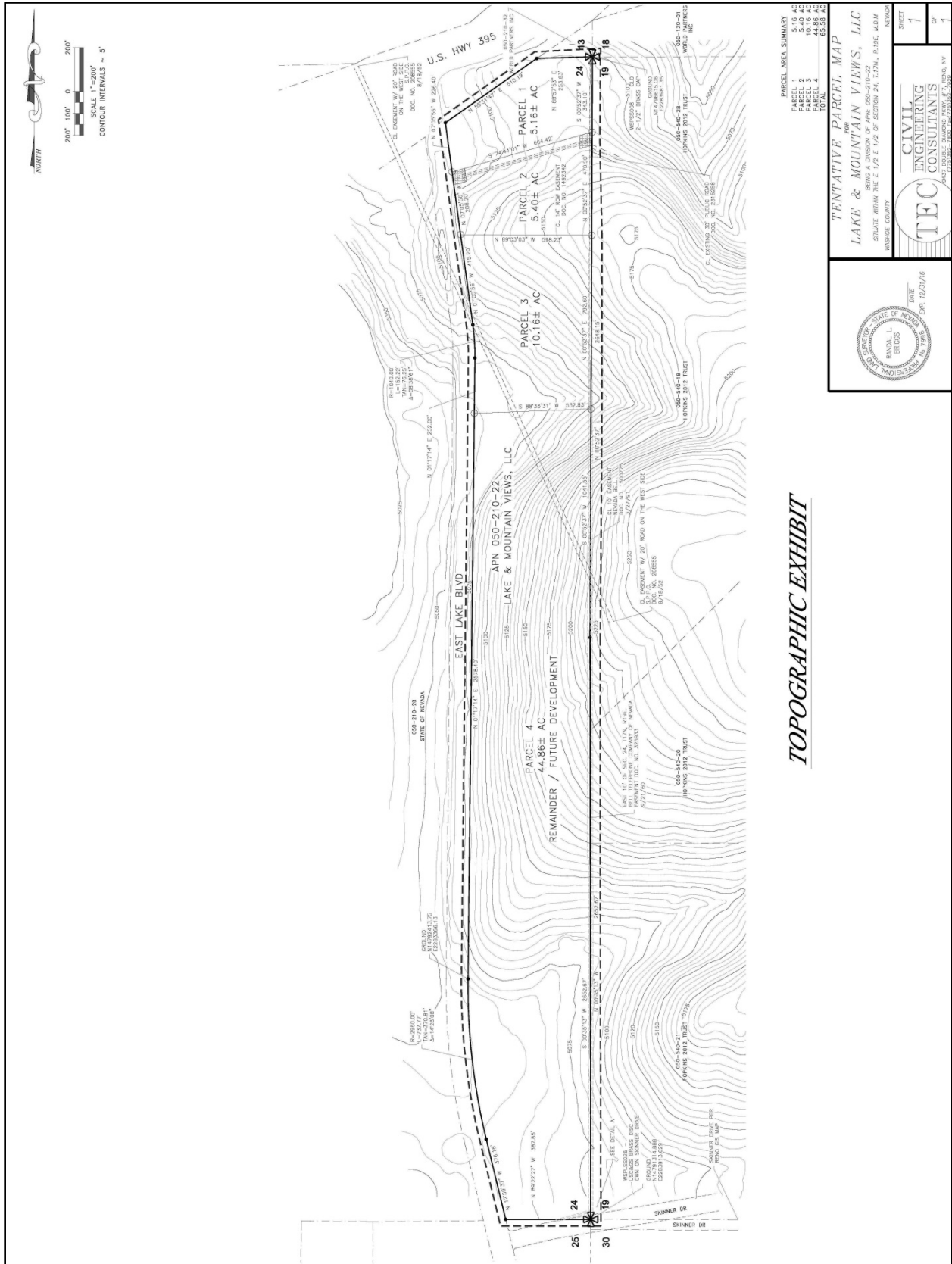
WASHOE COUNTY
NEVADA

Post Office Box 11130
Reno, Nevada 89520 (775) 328-3600

Site Plan



Topographic Map



Tentative Parcel Map Evaluation

Regulatory Zone:	Medium Density Rural (MDR)
Maximum Lot Potential:	13
Number of Lots on Parcel Map:	4
Minimum Lot Size Required:	4 acres
Minimum Lot Size on Parcel Map:	5.16 acres
Minimum Lot Width Required:	200 feet
Minimum Lot Width on Parcel Map:	226 feet

The tentative parcel map meets all minimum requirements for the MDR regulatory zone.

Development Suitability Constraints: The South Valleys Area Plan Development Suitability Map, a part of the South Valleys Area Plan Area Plan, indicates that portions of the parcel are most suitable for development (i.e. slopes less than 15%, no wetlands, etc.) while other portions of the parcel contain slopes in excess of 15% and 30%.

Hydrographic Basin: The majority of the 65.58 acre subject parcel is within the Washoe Valley Hydrographic Basin. A small part (approximately 1.5 acres) of the northern portion of the parcel is within the Pleasant Valley Hydrographic Basin.

The subject parcel is outside the Truckee Meadows Service Area (TMSA) in the Rural Development Area (RDA).

NOTE: A series of parcel maps were previously approved on this subject parcel, but have since expired. The case numbers were PM08-009, PM08-010, PM08-011, and PM08-012.

South Valleys Area Plan Modifiers

The tentative parcel map is subject to the following South Valleys Area Plan Modifier:

Section 110.210.05 Water Rights Dedication Requirements.

- (a) Washoe Valley Hydrographic Basin. Dedication of sufficient certificated water rights from the Washoe Valley Hydrographic Basin, or imported water rights from an adjoining hydrographic basin when a parcel is split by the Washoe Valley Hydrographic Basin, or "will serve" letters when served by a water purveyor, shall be provided for all development in the Washoe Valley Hydrographic Basin, including maps of division into large parcels, parcel maps, and subdivision maps, and new civic, commercial and industrial use types.

The tentative parcel map would create three new parcels. Therefore, the applicant will be required to dedicate two acre feet of certificated Washoe Valley Hydrographic Basin groundwater rights for each of the newly created parcels, resulting in a total dedication requirement of 6 acre feet. The applicant has not indicated they have obtained sufficient water rights to satisfy this requirement, but must do so prior to recordation of the final map (see also the Agency Comment Letter from Vahid Behmaram, Water Management Planner Coordinator in Exhibit B).

Development InformationThe subject parcel is undeveloped with the exception of two existing dirt roads (one of which is the historic Ophir Road, a presumed public road).

Reviewing Agencies

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

- Washoe County Community Services Department
 - Planning and Development Division
 - Engineering and Capital Projects
 - Land Development
 - Roads and Traffic
 - County Surveyor
 - Water Management Planner Coordinator (i.e. Water Rights)
- Washoe County Health District
 - Environmental Health Services
- Truckee Meadows Fire Protection District
- Regional Transportation Commission (RTC)
- NV Energy

Eight out of the nine above listed agencies/departments provided comments and/or recommended conditions of approval in response to their evaluation of the project application. A **summary** of each agency's comments and/or recommended conditions of approval and their contact information is provided. The Conditions of Approval document is attached to this staff report and will be included with the Action Order if granted approval. Washoe County Planning and Development requires that the final map be in substantial compliance with all plans and documents submitted with the tentative parcel map and that public access to the historic Ophir Road be perpetuated.

Contact: Chad Giesinger, 328-3626, cgiesinger@washoecounty.us

- Washoe County Engineering and Capital Projects requires improvements to access off Eastlake Blvd, drainage plans, additional easements, and other items required by code as well as technical corrections to the tentative parcel map.

Contact: Mike Gump, 775-328-2041, mgump@washoecounty.us and Kimble Corbridge, 775-328-2054, kcorbridge@washoecounty.us

- Washoe County Planning and Development – Water Rights requires dedication of required water rights and compliance with the standards of the Nevada State Engineers office.

Contact: Vahid Behmaram, 775-954-4647, VBehmaram@washoecounty.us

- Washoe County Health District, Environmental Health requires compliance with conditions relating to the individual onsite sewage disposal systems and appropriate vector control.

Contact: Wesley Rubio, 775.328.2635, wrubio@washoecounty.us; and, Jim Shaffer, 775.785.4599, jshaffer@washoecounty.us

- Truckee Meadows Fire Protection District, requires the applicant to meet all requirements of Washoe County Code 60, which includes the requirements of the *International Wildland Urban Interface Code* and *International Fire Code*.
Contact: Amy Ray, Fire Marshal, 775.326.6005, aray@tmfpd.us
- Regional Transportation Commission requires compliance with the Moderate Access Control standards for arterials (i.e. Eastlake Blvd).
Contact: Rebecca Kapuler, Transportation Planner, 775-332-0174, rkapuler@rtcwashoe.com

Staff Comment on Required Findings

Washoe County Development Code Section 110.606.30 (i) of Article 606, *Parcel Maps*, requires that all of the following findings be made to the satisfaction of the Washoe County Parcel Map Review Committee before granting approval of the request. Staff has completed an analysis of the application and has determined that the proposal is in compliance with the required findings as follows.

- 1) General improvement considerations for all parcel maps including, but not limited to:
 - a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.
Staff Comment: The proposed map has been reviewed by Health District and appropriate conditions of approval have been provided.
 - b) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision.
Staff Comment: The resultant parcels will be served by individual domestic wells. The applicant is required to obtain and dedicate the water rights necessary for these wells prior to approval of the final map.
 - c) The availability and accessibility of utilities.
Staff Comment: Adequate utility infrastructure is available to the site.
 - d) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks.
Staff Comment: The application was reviewed by all interested agencies and appropriate conditions of approval from those agencies have been included with the recommendation.
 - e) Conformity with the zoning ordinances and master plan.
Staff Comment: Lot size and residential density of the proposed map is in conformance with the zoning and master plan.
 - f) General conformity with the governing body's master plan of streets and highways.
Staff Comment: The proposed development will be served by existing paved public roadways.
 - g) The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.
Staff Comment: The proposed development will be served by existing paved public roadways. Adequate road capacity exists to maintain the adopted Level of Service.

- h) Physical characteristics of the land such as floodplain, slope and soil.

Staff Comment: The South Valleys Area Plan Development Suitability Map, a part of the South Valleys Area Plan Area Plan, indicates that portions of the parcel are most suitable for development (i.e. slopes less than 15%, no wetlands, etc.) while other portions of the parcel contain slopes in excess of 15% and 30%. The proposed large remainder parcel contains the majority of slopes in excess of 15 and 30%. Each of the proposed parcels appears to contain suitable areas for building pads.

- i) The recommendations and comments of those entities reviewing the tentative parcel map pursuant to NRS 278.330 and 278.348, inclusive.

Staff Comment: All recommended conditions of approval have been included in the proposed conditions of approval.

- j) The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.

Staff Comment: The map has been reviewed by the Truckee Meadows Fire Protection District and conditions of approval have been included.

- k) Community antenna television (CATV) conduit and pull wire.

Staff Comment: Utility easements will be provided to service all lots.

- l) Recreation and trail easements.

Staff Comment: Recreation and trail easements are not proposed to be established as part of the proposed map and no trails will be impacted by the subdivision.

- 2) Subdivision improvement considerations for second or subsequent parcel maps pursuant to Section 110.606.30(d) and which are in addition to the criteria listed above.

Staff Comment: The tentative map is not a second or subsequent parcel map pursuant to Section 110.606.30(d).

Recommendation

Those agencies which reviewed the application, recommended conditions in support of approval of the tentative parcel map. Therefore, after a thorough analysis and review, Parcel Map Case Number WTPM16-0006 is being recommended for approval with conditions. Staff offers the following motion for the Parcel Map Review Committee's consideration.

Review Criteria

I move that, after giving reasoned consideration to the information contained within the staff report and the information received during the public meeting, that the Washoe County Parcel Map Review Committee approve Parcel Map Case Number WTPM16-0006 (Merchant-Eastlake), subject to the conditions of approval as listed in the staff report, and make the determination that the following criteria is or will be adequately provided for pursuant to Washoe County Development Code, Section 110.606.30:

- 1) General improvement considerations for all parcel maps including, but not limited to:
- a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;

- b) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;
 - c) The availability and accessibility of utilities;
 - d) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks;
 - e) Conformity with the zoning ordinances and master plan;
 - f) General conformity with the governing body's master plan of streets and highways;
 - g) The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;
 - h) Physical characteristics of the land such as floodplain, slope and soil;
 - i) The recommendations and comments of those entities reviewing the tentative parcel map pursuant to NRS 278.330 and 278.348, inclusive;
 - j) The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands;
 - k) Community antenna television (CATV) conduit and pull wire; and
 - l) Recreation and trail easements.
- 2) Subdivision improvement considerations for second or subsequent parcel maps pursuant to Section 110.606.30(d) and which are in addition to the criteria listed above.

Appeal Process

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

xc: Applicant/Property Owner: Michael Merchant
9222 Prototype Drive
Reno, NV 89521

Representatives: TEC Engineering Consultants
9437 Double Diamond Pkwy.
Reno, NV 89521



Conditions of Approval

Parcel Map Case Number WTPM16-0006

The tentative parcel map approved under Parcel Map Case Number WTPM16-0006 shall be carried out in accordance with the Conditions of Approval granted by the Washoe County Parcel Map Review Committee on January 12, 2017. Conditions of Approval are requirements placed on a permit or development by each reviewing agency. These Conditions of Approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable Codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

Unless otherwise specified, all conditions related to the approval of this tentative parcel map shall be met or financial assurance must be provided to satisfy the conditions of approval prior to the recordation of a final parcel map. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Development Division.

Compliance with the conditions of approval related to this tentative parcel map is the responsibility of the applicant, his/her successor in interest, and all owners, assignees, and occupants of the property and their successors in interest. Failure to comply with any of the conditions imposed in the approval of the tentative parcel map may result in the institution of revocation procedures.

Washoe County reserves the right to review and revise the Conditions of Approval related to this tentative parcel map should it be determined that a subsequent license or permit issued by Washoe County violates the intent of this approval.

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

Conditions of Approval are usually complied with at different stages of the proposed project. Those stages are typically:

- Prior to recordation of a final map.
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some “Conditions of Approval” are referred to as “Operational Conditions.” These conditions must be continually complied with for the life of the project.

The Washoe County Commission oversees many of the reviewing agencies/departments with the exception of the following agencies.

- **The DISTRICT BOARD OF HEALTH, through the Washoe County Health District, has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.**
- **The RENO-TAHOE AIRPORT AUTHORITY is directed and governed by its own Board. Therefore, any conditions set by the Reno-Tahoe Airport Authority must be appealed to their Board of Trustees.**
- **The REGIONAL TRANSPORTATION COMMISSION (RTC) is directed and governed by its own Board. Conditions recommended by the RTC may be required, at the discretion of Washoe County.**
- **The NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) is directed and governed by its own board. Therefore, any conditions set by the Nevada Department of Transportation must be appealed to that Board.**

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

Washoe County Planning and Development

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

**Contact: Chad Giesinger, Senior Planner, 775.328.3626
cgiesinger@washoecounty.us**

- a. The final map shall be in substantial compliance with all plans and documents submitted as part of this tentative parcel map application, and with any amendments imposed by the Parcel Map Review Committee. All documentation necessary to satisfy the conditions noted below shall accompany the final map when submitted to the County Engineer and the Planning and Development Division.
- b. The applicant shall comply with all the conditions of approval and shall submit a final map for signature by the Director of the Planning and Development Division within 22 months from the date of approval by the Parcel Map Review Committee. Each agency responsible for imposing conditions may determine whether its conditions must be fully completed or whether the applicant shall be offered the option of providing financial assurances as a means of assuring compliance.
- c. The final map shall contain the following jurat:

DIRECTOR OF PLANNING AND DEVELOPMENT CERTIFICATE

THE FINAL PARCEL MAP CASE NO. WTPM16-0006 MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP AND ITS CONDITIONS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, AND THOSE CONDITIONS HAVE BEEN SATISFIED FOR RECORDATION OF THIS MAP. THE OFFER(S) OF DEDICATION IS (ARE)

REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NEVADA REVISED STATUTES CHAPTER 278.

THIS FINAL MAP IS APPROVED AND ACCEPTED THIS _____ DAY OF _____, 20_____, BY THE DIRECTOR OF PLANNING AND DEVELOPMENT OF WASHOE COUNTY, NEVADA, IN ACCORDANCE WITH NEVADA REVISED STATUTES 278.471 THROUGH 278.4725.

WILLIAM H. WHITNEY, DIRECTOR, PLANNING AND DEVELOPMENT DIVISION

- d. Any regulations, procedures, and conditions adopted by the Washoe County Health District must be met prior to recordation of a final map.
 - e. The applicant shall provide verification to the Planning and Development Division that all conditions from the Truckee Meadows Fire Protection District have been satisfied.
 - f. The applicant has indicated that the proposed improvements will not exceed the major grading thresholds that require a special use permit. If the final construction drawings for the map include grading that exceeds the *Major Grading Permit Thresholds* listed in Article 438 Grading Standards, the applicant shall apply for a special use permit for grading; and if approved, may be delayed up to three months processing time. In addition, all related standards within the Washoe County Development Code shall be met on the construction drawings. Compliance shall be determined by the Planning and Development Division.
 - g. The approval for this tentative parcel map does not include improvements for driveways to building pads. Grading for access to building pads, if they exceed the criteria stated in the previous condition, shall require a special use permit. Compliance shall be determined by the Planning and Development Division.
 - h. The applicant and all future owners shall be required to maintain public access to the historic Ophir road.
 - i. A Regional Utility Corridor, location as denoted by Document #208555, runs through proposed parcels 3 and 4. At the time of building permit issuance, residential structures cannot be within 150 feet of the centerline the utility corridor.
2. The following conditions are requirements of the Planning and Development Division, Water Management Planner Coordinator, which shall be responsible for determining compliance with these conditions.

Contact: Vahid Behmaram, 775.954.4647, vbehmaram@washoecounty.us

- a. Washoe County code requires that the applicant for a parcel map with parcels served by an individual domestic well, to bring forth an approved and recorded "**Affidavit of Relinquishment for Domestic Wells**" by the Nevada State Engineer's office. The applicant shall complete the relinquishment process with the State Engineer's office and record the approved form with the County Recorder's office and submit a recorded copy to Washoe County as a pre-requisite to approval of their parcel map.

- b. Washoe County retains the authority to impose its own review and reject water rights which do not comply with Washoe County code and area plans. Therefore, a preview of water rights intended to support the project (prior to relinquishment process) will be helpful for both the applicant and Washoe County staff
- c. The ground water rights subject to relinquishment MAY NOT be supplemental ground water which supplement primary surface water rights.
- d. The amount of water rights necessary is 2.00 acre-feet of ground water rights per newly created parcel. The original parcel is deemed exempt from the relinquishment process. In the way of an example, if one parcel is subdivided into a total of 4, there are 3 newly created parcels and one existing or remains thereof.
- e. The water rights must be in good standing with the State of Nevada, with current title. The water rights must be from the same hydrographic basin as the lands subject to the parcel map and comply with the appropriate area plan.

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

Contact: Mike Gump, PLS, 775.325.8033, mgump@washoecounty.us

- a. Verify that the road is within the 14' ROW or construct roadway to be within 14' ROW.
 - b. Improve access off Eastlake to 60' reciprocal access for lots 1 & 2.
 - c. Provide positive drainage for lot 1 to eliminate ponding.
 - d. Remove "Future Development" from map.
 - e. Add notes for new easements.
 - f. Add a drainage easement for surface drainage.
 - g. Remove debris and unlicensed vehicles from the proposed division.
 - h. Place a note on the map stating that the natural drainage will not be impeded.
 - i. The drainage and difference in elevation across parcel 2 appears inappropriate for a buildable site that meets County Code. The applicant must submit a two-foot (2') contoured topographical map that will allow appropriate decisions to be made concerning location of a buildable site on Parcel 2. Construct or bond to construct a buildable site before approval or recordation of this map.
 - j. Comply with the conditions of the Washoe County technical check for this map.
 - k. Add a Security Interest Holder's Certificate to the map, if applicable.
 - l. Grant easements for snow storage drainage and signage.
 - m. Provide a 20 foot wide access easement on the parcel line between parcels 3 and 4.
 - n. Show all existing easements.
4. The following conditions are requirements of Environment Health Services, which shall be responsible for determining compliance with these conditions.

Contact: Wesley Rubio, Senior Environmental Health Specialist, 775.328.2635, wrubio@washoecounty.us; and, Jim Shaffer, Vector Control, 775.785.4599, jshaffer@washoecounty.us

- a. Prior to signing the proposed Tentative Parcel Map, Test Trenches must be performed on all proposed parcels to demonstrate the suitability of on-site sewage disposal systems. The application can be downloaded from the link below:
https://www.washoecounty.us/health/files/forms/environmental/H-713-19A_TestTrenchAppReq.pdf
 - b. Note that any future parcel maps or proposals to develop the remainder parcel of 40+ acres will require development with parcels of a minimum of 5 acres served by on-site sewage disposal, unless municipal sewer is available for the entire development.
 - c. If any new access roads will be constructed, this Division will require that any roadside drainage/ditch system will require 4-6 inch cobble rock in the low-flow section or flow line of the channel and ditches to reduce the downstream transport of sediment per the District Board of Health Regulations Governing the Prevention of Vector-Borne Diseases Section 040.021.
 - d. Prior to the sign off of the building plans the above detail design is required on the plans and a scheduled compliance inspection with the Vector-Borne Diseases program is required for the above condition.
5. The following conditions are requirements of the Regional Transportation Commission, which shall be responsible for determining compliance with these conditions.
- Contact: Rebecca Kapuler, Transportation Planner, 775-332-0174, rkapuler@rtcwashoe.com**
- a. The applicant shall adhere to the access management standards for arterials and collectors. Eastlake Blvd. is identified as an arterial subject to the Moderate Access Control standards regarding driveway spacing.
6. The following conditions are requirements of Truckee Meadows Fire Protection District, which shall be responsible for determining compliance with these conditions.
- Contact: Amy Ray, Fire Marshal, 775.326.6005, aray@tmfpd.us**
- a. All parcels will be required to meet all requirements of Washoe County Code 60, which includes the requirements of the *International Wildland Urban Interface Code* and *International Fire Code* and amendments.

*** End of Conditions ***



Washoe County
COMMUNITY SERVICES DEPARTMENT
Engineering and Capital Projects

INTEROFFICE MEMORANDUM

PARCEL MAP REVIEW

DATE: 12/15/2016
TO: Department of Community Services, Chad Giesinger
FROM: Mike Gump, PLS, Engineering Division
SUBJECT: *Parcel Map for: Lake and Mountain Views, LLC*
Parcel Map Case No.: WTPM16-0006
APN: 050-210-22
Review Date: 12/15/2016
Existing Zoning/Land Use Designation:

The Engineering Division has reviewed the subject parcel map and the following conditions must be successfully completed prior to final approval of this application by the Engineering Division.

- a. Verify that the road is within the 14' ROW or construct roadway to be within 14' ROW.
- b. Improve access off Eastlake to 60' reciprocal access for lots 1 & 2.
- c. Provide positive drainage for lot 1 to eliminate ponding.
- d. Remove "Future Development" from map.
- e. Add notes for new easements.
- f. Add a drainage easement for surface drainage.
- g. Remove debris and unlicensed vehicles from the proposed division.
- h. Place a note on the map stating that the natural drainage will not be impeded.
- i. The drainage and difference in elevation across parcel 2 appears inappropriate for a buildable site that meets County Code. The applicant must submit a two-foot (2') contoured topographical map that will allow appropriate decisions to be made concerning location of a buildable site on Parcel 2. Construct or bond to construct a buildable site before approval or recordation of this map.
- j. Comply with the conditions of the Washoe County technical check for this map.
- k. Add a Security Interest Holder's Certificate to the map if applicable.
- l. Grant easements for snow storage drainage and signage.
- m. Show all existing easements.



Washoe County COMMUNITY SERVICES DEPARTMENT

December 8, 2016

TO: Chad Giesinger, AICP, Senior Planner, CSD, Planning & Development Division

FROM: Vahid Behmaram, Water Management Planner Coordinator, CSD

V.B.

SUBJECT: Parcel Map Case Number WTPM16-0006 (Merchant-Eastlake) APN 050-210-22

Project description:

The applicant is proposing the division of a vacant 65.58 acre parcel into 4 parcels of 5.16 acres, 5.4 acres, 10.16 acres, and a remainder parcel of 44.86 acres. The property is located at the intersection of East Lake Blvd and Highway 395 in East Washoe Valley across from little Washoe Lake. Water will be provided by individual domestic wells, and sewage disposal will be by individual septic systems.

The Community Services Department (CSD) recommends approval of this project with the following Water Rights conditions:

- 1) The subject parcel is not near any municipal, quasi-municipal or private water delivery infrastructure; therefore, resulting parcels will rely on Individual Domestic wells as their source of domestic water supply.
- 2) Washoe County code requires that the applicant for a parcel map with parcels served by an individual domestic well, to bring forth an approved and recorded "**Affidavit of Relinquishment for Domestic Wells**" by the Nevada State Engineer's office. The applicant shall complete the relinquishment process with the State Engineer's office and record the approved form with the County Recorder's office and submit a recorded copy to Washoe County as a pre-requisite to approval of their parcel map.
- 3) Washoe County retains the authority to impose its own review and reject water rights which do not comply with Washoe County code and area plans. *Therefore, a preview of water rights intended to support the project (prior to relinquishment process) will be helpful for both the applicant and Washoe County staff.*
- 4) The ground water rights subject to relinquishment MAY NOT be supplemental ground water which supplement primary surface water rights.
- 5) The amount of water rights necessary is 2.00 acre-feet of ground water rights per newly created parcel. The original parcel is deemed exempt from the relinquishment process. In the way of an example, if one parcel is subdivided into a total of 4, there are 3 newly created parcels and one existing or remains thereof.
- 6) The water rights must be in good standing with the State of Nevada, with current title. The water rights must be from the same hydrographic basin as the lands subject to the parcel map and comply with the appropriate area plan.



Washoe County
COMMUNITY SERVICES DEPARTMENT
Engineering and Capital Projects
MEMORANDUM

To: Chad Giesinger, Planner
From: Clara Lawson, PE, PTOE, Licensed Engineer
CC: Kris Klein, PE, Senior Engineer
Date: December 22, 2016
Re: 'Lake & Mountain Views' Tentative Map

My recommendation for approval is that there is a single access onto East Lake Blvd and that a private access easement be created so that all 4 lots have one access point onto East Lake Blvd. The applicant should demonstrate that the access at East Lake Blvd has adequate sight distance.

No access should be allowed onto US Hwy 395.

WASHOE COUNTY
HEALTH DISTRICT
ENHANCING QUALITY OF LIFE

February 20, 2016

Chad Giesinger, AICP, Senior Planner
Washoe County Community Services
Planning and Development Division
PO Box 11130
Reno, NV 89520-0027

RE: Merchant-Eastlake; APN 050-210-22
Tentative Parcel Map; WTPM16-0006

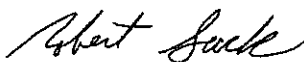
Dear Mr. Giesinger:

The Washoe County Health District, Environmental Health Services Division (Division) Engineering has reviewed the above referenced project. Approval by this Division is subject to the following conditions:

1. Prior to signing the proposed Tentative Parcel Map, Test Trenches must be performed on all proposed parcels to demonstrate the suitability of on-site sewage disposal systems. The application can be downloaded from the link below:
 - a. https://www.washoecounty.us/health/files/forms/environmental/H-713-19A_TestTrenchAppReq.pdf
2. Note that any future parcel maps or proposals to develop the remainder parcel of 40+ acres will require development with parcels of a minimum of 5 acres served by on-site sewage disposal, unless municipal sewer is available for the entire development.

If you have any questions or would like clarification regarding the foregoing, please contact Wes Rubio, Senior Environmental Health Specialist at wrubio@washoecounty.us regarding all Health District comments.

Sincerely,



Bob Sack, Division Director
Environmental Health Services Division
Washoe County Health District

BS:wr

Cc: File - Washoe County Health District





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction
Metropolitan Planning Organization of Washoe County, Nevada

December 12, 2016

FR: Chrono/PL 183-16

Mr. Chad Giesinger, Senior Planner
Community Services Department
Washoe County
P.O. Box 11130
Reno, NV 89520

RE: WTPM16-0006 (Merchant-Eastlake)

Dear Mr. Giesinger,

The Regional Transportation Commission (RTC) has reviewed this request to for the division of a vacant 65.58 acre parcel into 4 parcels of 5.16 acres, 5.4 acres, 10.16 acres, and a remainder parcel of 44.86 acres. The property is located at the intersection of East Lake Boulevard and Highway 395 in East Washoe Valley across from the little Washoe Lake.

The Regional Transportation Plan (RTP) identifies East Lake Boulevard as an arterial with moderate-access control. To maintain arterial capacity, the following RTP access management standards need to be adhered to:

Access Management Standards-Arterials ¹ and Collectors							
Access Management Class	Posted Speeds	Signals Per Mile and Spacing ²	Median Type	Left From Major Street? (Spacing from signal)	Left From Minor Street or Driveway?	Right Decel Lanes at Driveways?	Driveway Spacing ³
Moderate Access Control	40-45 mph	3 or less Minimum spacing 1590 feet	Raised or painted w/turn pockets	Yes 500 ft. minimum	No, on 6 or 8-lane roadways w/o signal	Yes ⁴	200 ft./300 ft.

¹ On-street parking shall not be allowed on any new arterials. Elimination of existing on-street parking shall be considered a priority for major and minor arterials operating at or below the policy level of service.
² Minimum signal spacing is for planning purposes only; additional analysis must be made of proposed new signals in the context of planned signalized intersections, and other relevant factors impacting corridor level of service.
³ Minimum spacing from signalized intersections/spacing other driveways.
⁴ If there are more than 60 inbound, right-turn movements during the peak-hour.

The policy Level of Service (LOS) standard for East Lake Boulevard is LOS D. Policy LOS for intersections shall be designed to provide a level of service consistent with maintaining the policy level of service of the intersecting corridor. This project should be required to meet all the conditions necessary to complete road improvements to maintain policy LOS standards.


The RTP, the RTC Bicycle/Pedestrian Master Plan and the Nevada Department of Transportation Pedestrian Safety Action Plan all indicate that new development and re-development will be encouraged to construct

RTC Board: Neoma Jardon (Chair) • Ron Smith (Vice Chair) • Bob Lucey • Paul McKenzie • Marsha Berkbigler
PO Box 30002, Reno, NV 89520 • 1105 Terminal Way, Reno, NV 89502 • 775-348-0400 • rtcwashoe.com

pedestrian and bicycle facilities, internal and/or adjacent to the development, within the regional road system. Also, these plans recommend that the applicant be required to design and construct any sidewalks along the frontage of the property in conformance with the stated ADA specifications.

Thank you for the opportunity to comment on this application. Please feel free to contact me at 775-332-0174 if you have any questions or comments.

Sincerely,



Rebecca Kapuler
Planner

RK/jm

Copies: Bill Whitney, Washoe County Community Services
Jae Pullen, Nevada Department of Transportation, District II
Tina Wu, Regional Transportation Commission
Daniel Doenges, Regional Transportation Commission
Julie Masterpool, Regional Transportation Commission
David Jickling, Regional Transportation Commission

/468 Merchant Eastlake

Community Services Department
Planning and Development

TENTATIVE PARCEL MAP

(see page 5)

PARCEL MAP WAIVER

(see page 15)

APPLICATION



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

Telephone: 775.328.3600

Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Development staff at 775.328.3600.

Project Information		Staff Assigned Case No.: _____	
Project Name: Eastlake			
Project Description: Division of APN 050-210-22 into 4 parcels.			
Project Address: 00 Eastlake Blvd.			
Project Area (acres or square feet): 65.58 ac.			
Project Location (with point of reference to major cross streets AND area locator): East side of Eastlake Blvd. at the intersection of Eastlake Blvd. and U.S. Highway 395, Washoe Valley.			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
050-210-22	65.58		
Section(s)/Township/Range: S24 T17 R19			
Indicate any previous Washoe County approvals associated with this application: Case No.(s).			
Applicant Information (attach additional sheets if necessary)			
Property Owner: Lake & Mountain Views, LLC.		Professional Consultant: TEC Engineering Consultants	
Name: Michael Merchant		Name: TEC Engineering Consultants	
Address: 9222 Prototype Drive, Reno, Nevada		Address: 9437 Double Diamond Pkwy, Reno, Nevada	
Zip: 89521		Zip: 89521	
Phone: 775.560.1718	Fax: 775.313.0045	Phone: 775.352.7800	Fax:
Email: merchantlegal@yahoo.com		Email: jgilles@tecreno.com	
Cell: 775.560.1718	Other:	Cell: 775.846.0164	Other:
Contact Person:		Contact Person: Jason Gilles	
Applicant/Developer: Michael Merchant		Other Persons to be Contacted:	
Name:		Name:	
Address: 9222 Prototype Drive, Reno, Nevada		Address:	
Zip: 89521		Zip:	
Phone: 775.560.1718	Fax:	Phone:	Fax:
Email: merchantlegal@yahoo.com		Email:	
Cell:	Other:	Cell:	Other:
Contact Person:		Contact Person:	
For Office Use Only			
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

Property Owner Affidavit

Applicant Name: Lake and Mountain Views, 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, Michael D. Merchant
(please print name)

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

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

Assessor Parcel Number(s): 050-210-22

Printed Name Michael Merchant

Signed [Signature]

Address 9222 Prototype Dr.

Subscribed and sworn to before me this 30 day of November.

Jennifer Vannoy
Notary Public in and for said county and state

My commission expires: May 18, 2020

(Notary Stamp)



*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

Tentative Parcel Map Application Supplemental Information

(All required information may be separately attached)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific references to tentative parcel maps may be found in Article 606, Parcel Maps.

1. What is the location (address or distance and direction from nearest intersection)?

Approx. 285' south of the intersection of Eastlake Blvd. & Hwy 395, Washoe Valley.

- a. Please list the following:

APN of Parcel	Land Use Designation	Existing Acres
050-210-22	MDR	65.58

2. Please describe the existing conditions, structures, and uses located at the site:

Undeveloped parcel.

3. What are the proposed lot standards?

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Minimum Lot Area	5.16	5.40	10.16	44.86
Minimum Lot Width	226.40	598.23	532.83	387.85'

4. Was the parcel or lot that is proposed for division created (recorded) within the last 5 years? (If yes, public review of the parcel map will be required. See Community Development staff for additional materials that are required to be submitted.)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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5. Utilities:

a. Sewer Service	Septic
b. Electrical Service/Generator	Municipal
c. Water Service	Well

6. Please describe the source of the water facilities necessary to serve the proposed tentative parcel map:

- a. Water System Type:

<input checked="" type="checkbox"/> Individual wells		
<input type="checkbox"/> Private water	Provider:	
<input type="checkbox"/> Public water	Provider:	

- b. Available:

<input type="checkbox"/> Now	<input type="checkbox"/> 1-3 years	<input type="checkbox"/> 3-5 years	<input type="checkbox"/> 5+ years
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- c. Washoe County Capital Improvements Program project?

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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7. What sewer services are necessary to accommodate the proposed tentative parcel map?

- a. Sewage System Type:

<input checked="" type="checkbox"/> Individual septic		
<input type="checkbox"/> Public system	Provider:	

- b. Available:

<input type="checkbox"/> Now	<input type="checkbox"/> 1-3 years	<input type="checkbox"/> 3-5 years	<input type="checkbox"/> 5+ years
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- c. Washoe County Capital Improvements Program project?

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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8. For most uses, the Washoe County Code, Chapter 110, Article 422, Water and Sewer Resource Requirements, requires the dedication of water rights to Washoe County when creating new parcels. Please indicate the type and quantity of water rights you have available should dedication be required:

a. Permit #		acre-feet per year	
b. Certificate #		acre-feet per year	
c. Surface Claim #		acre-feet per year	
d. Other, #		acre-feet per year	

- e. Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources):

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9. Does the property contain wetlands? (If yes, please attach a preliminary delineation map and describe the impact the proposal will have on the wetlands. Impacts to the wetlands may require a permit issued from the U.S. Army Corps of Engineers.)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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10. Does property contain slopes or hillsides in excess of 15 percent and/or significant ridgelines? (If yes, and this is the second parcel map dividing this property, Article 424, Hillside Development of the Washoe County Development Code will apply.)

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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11. Does property contain geologic hazards such as active faults; hillside or mountainous areas; is it subject to avalanches, landslides, or flash floods; is it near a water body, stream, Significant Hydrologic Resource as defined in Article 418, or riparian area such as the Truckee River, and/or an area of groundwater recharge

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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12. Does the tentative parcel map involve common open space as defined in Article 408 of the Washoe County Development Code? (If so, please identify all proposed non-residential uses and all the open space parcels.)?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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13. If private roads are proposed, will the community be gated? If so, is a public trail system easement provided through the subdivision?

N/A

14. Are there any applicable policies of the adopted area plan in which the project is located that require compliance? If so, which policies and how does the project comply

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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15. Are there any applicable area plan modifiers in the Development Code in which the project is located that require compliance? If so, which modifiers and how does the project comply?

N/A

16. Is the project subject to Article 418, Significant Hydrologic Resources? If yes, please address Special Review Considerations within Section 110.418.30 in a separate attachment.

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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Grading

Please complete the following additional questions if the project anticipates grading that involves: (1) Disturbed area exceeding twenty-five thousand (25,000) square feet not covered by streets, buildings and landscaping; (2) More than one thousand (1,000) cubic yards of earth to be imported and placed as fill in a special flood hazard area; (3) More than five thousand (5,000) cubic yards of earth to be imported and placed as fill; (4) More than one thousand (1,000) cubic yards to be excavated, whether or not the earth will be exported from the property; or (5) If a permanent earthen structure will be established over four and one-half (4.5) feet high. If your project exceeds any of the above criteria, you shall either provide a preliminary grading and roadway design plan for review OR if these criteria are exceeded with the final construction drawings and not disclosed at the Tentative Parcel Map Application, you shall be required to apply for a special use permit for grading and you will be delayed up to three months, if approved.

17. How many cubic yards of material are you proposing to excavate on site?

N/A

18. How many cubic yards of material are you exporting or importing? If exporting of material is anticipated, where will the material be sent? If the disposal site is within unincorporated Washoe County, what measures will be taken for erosion control and revegetation at the site? If none, how are you balancing the work on-site?

N/A

19. Can the disturbed area be seen from off-site? If yes, from which directions, and which properties or roadways? What measures will be taken to mitigate their impacts?

N/A

20. What is the slope (Horizontal:Vertical) of the cut and fill areas proposed to be? What methods will be used to prevent erosion until the revegetation is established?

N/A

21. Are you planning any berms and, if so, how tall is the berm at its highest? How will it be stabilized and/or revegetated?

N/A

22. Are retaining walls going to be required? If so, how high will the walls be, will there be multiple walls with intervening terracing, and what is the wall construction (i.e. rockery, concrete, timber, manufactured block)? How will the visual impacts be mitigated?

N/A

23. Will the grading proposed require removal of any trees? If so, what species, how many, and of what size?

N/A

24. What type of revegetation seed mix are you planning to use and how many pounds per acre do you intend to broadcast? Will you use mulch and, if so, what type?

N/A

25. How are you providing temporary irrigation to the disturbed area?

N/A

26. Have you reviewed the revegetation plan with the Washoe Storey Conservation District? If yes, have you incorporated their suggestions?

N/A

27. Surveyor:

Name	Randal L. Briggs
Address	9437 Double Diamond Pkwy, #17, Reno, Nevada, 89521
Phone	
Cell	775.690.2966
E-mail	randalbriggs@gmail.com
Fax	
Nevada PLS #	7998

OPERATING AGREEMENT OF LAKE AND MOUNTAIN VIEWS, LLC

Any securities created by this Operating Agreement have not been registered under the Georgia Securities Act of 1913, as amended, in reliance upon the exemption from registration set forth in Section 10-5-9(13) of such Act. In addition, any securities created by this Operating Agreement, if any, have not been registered with the United States Securities and Exchange Commission in reliance upon an exemption from such registration set forth in the Securities Act of 1933, as amended, provided by Section 4(2) thereof, nor have they been registered under the securities or Blue Sky laws of any other jurisdiction. The interests created hereby have been acquired for investment purposes only and may not be offered for sale, pledged, hypothecated, sold, or transferred except in compliance with the terms and conditions of this Operating Agreement and in a transaction which is either exempt from registration under such Acts or pursuant to an effective registration statement under such Acts.

THIS OPERATING AGREEMENT is made and entered into effective as of the 30th day of November, 2015, by the parties who have executed counterparts of this Operating Agreement as indicated on the signature pages attached.

ARTICLE I. DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Affiliate." With respect to any Person (i) in the case of an individual, any relative of such Person; (ii) any officer, director, trustee, partner, member, employee or holder of ten percent (10%) or more of any class of the voting securities of or equity interest in such Person; (iii) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with such Person; or (iv) any officer, director, trustee, partner, member, employee or holder of ten percent (10%) or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with such Person.

"Articles of Organization." The Articles of Organization of LAKE AND MOUNTAIN VIEWS, LLC, as filed with the Secretary of State of Georgia, as the same may be amended from time to time.

"Capital Account." A capital account maintained in accordance with the rules contained in Section 1.704-1(b)(2)(iv) of the Regulations, as amended from time to time.

"Capital Contribution." Any contribution to the capital of the Company in cash or property by a Member whenever made.

"Code." The Internal Revenue Code of 1986, as amended from time to time.

"Company." LAKE AND MOUNTAIN VIEWS, LLC, a Georgia limited liability company.

"Distributable Cash" for a Fiscal Year of the Company shall mean all cash received

during the Fiscal Year by the Company from any source, plus any cash that becomes available from reserves during the Fiscal Year, after deducting therefrom the following items for the Fiscal Year:

- (a) the sum of all cash operating expenses of the Company and any property, as determined in accordance with sound accounting principles and procedures, including interest paid on any Company indebtedness, including, without limitation, loans from Members;
- (b) all amounts paid by the Company for capital expenditures that are not deductible on a current basis;
- (c) all payments of principal on indebtedness of the Company for borrowed money, including, without limitation, loans from Members; and
- (d) an amount which the Managers determine to be a reasonable reserve for (i) working capital needs, capital reserves and replacement reserves, and (ii) the payment of other costs and expenses incident to the purposes of the Company which are anticipated to be incurred, or to become due and payable, or both, in the future and for which cash sufficient to pay the costs and expenses at the time they become due and payable may not be generated by the Company.

“Economic Interest.” A Member’s or Economic Interest Owner’s share of one or more of the Company’s Net Profits, Net Losses, and rights to distributions of the Company’s assets pursuant to this Operating Agreement and the Georgia Act, but shall not include any right to vote on, consent to, or otherwise participate in any decision of the Members.

“Economic Interest Owner.” The owner of an Economic Interest who is not a Member.

“Effective Date.” The date on which this Operating Agreement is dated.

“Entity.” Any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association, or any foreign trust or foreign business organization.

“Event of Dissociation.” An event defined in Section 14.1(a).

“Fiscal Year.” The Company’s fiscal year, which shall be the calendar year.

“Georgia Act.” The Georgia Limited Liability Company Act at O.C.G.A. § 14-11-100, et seq.

“Initial Capital Contribution.” The initial contribution to the capital of the Company made by a Member pursuant to this Operating Agreement.

“Interest.” Any interest in the Company, including a Membership Interest, an Economic Interest, any right to vote or participate in the business of the Company, or any other interest in the Company.

"Majority Interest." Ownership Percentages of Members which, taken together, constitute a majority of all Ownership Percentages of Members.

"Majority Vote." Vote or written consent of Persons holding a majority of the Ownership Percentages of Members held by all such Persons entitled to vote on or consent to the issue in question.

"Managers." The managers designated pursuant to this Operating Agreement. Specifically, Managers shall mean JEFFREY HERMAN and MICHAEL MERCHANT, or any other Person(s) that succeed such Person in the capacity as Manager or that are elected as an additional Manager. A Manager must be a Member of the Company.

"Member(s)." Each Person who executes this Operating Agreement or a counterpart thereof as a Member and each of the Persons who may hereafter become Members as provided in this Operating Agreement. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Interest.

"Membership Interest." A Member's entire interest in the Company including such Member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members wanted pursuant to this Operating Agreement or the Georgia Act.

"Net Profits" and "Net Losses." The Company's taxable income or loss determined in accordance with Code Section 703(a) for each of its Fiscal Years (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) will be included in taxable income or loss); provided, such Net Profits and Net Losses will be computed as if items of tax-exempt income and non-deductible, non-capital expenditures (under Code Sections 705(a)(1)(B) and 705(a)(2)(B)) were included in the computation of taxable income or loss. If any Member contributes property to the Company with an initial book value to the Company different from its adjusted basis for federal income tax purposes to the Company, or if Company property is revalued pursuant to Section 1.704-1(b)(2)(iv)(f) of the Regulations or as otherwise required by the Regulations, Net Profits, and Net Losses will be computed as if the initial adjusted basis for federal income tax purposes to the Company of such contributed or revalued property equaled its initial book value to the Company as of the date of contribution or revaluation. Credits or debits to Capital Accounts due to a revaluation of Company assets in accordance with Section 1.704-1(b)(2)(iv)(f) of the Regulations, or due to a distribution of non-cash assets, will be taken into account as gain or loss from the disposition of such assets for purposes of Article X hereof.

"Officer." One or more individuals appointed by the Managers to whom the Managers delegate specified responsibilities. The Managers may, but shall not be required to, create such offices as they deem appropriate, including, but not limited to, President, Executive Vice President, Senior Vice Presidents, Vice Presidents, Secretary, and Treasurer. The Officers shall have such duties as are assigned to them by the Managers from time to time. All Officers shall

have such duties as are assigned to them by the Managers from time to time. All Officers shall serve at the pleasure of the Managers and the Managers may remove any Officer from office without cause and any Officer may resign at any time.

"Operating Agreement." This Operating Agreement as originally executed and as amended from time to time.

"Ownership Percentage of Members." For each Member, the percentage determined at any given time by dividing the aggregate Capital Contributions made by such Member as of such time by the aggregate Capital Contributions made by all Members as of such time. The initial Ownership Percentages of Members are as follows:

<u>Member's Name</u>	<u>Ownership Percentage</u>
Finewrap USA, Inc., a Georgia corporation	50%
Jeffrey Herman	25%
RT Merchant, LLC, a Nevada limited liability company	25%

For purposes of the provisions hereof relating to actions taken or approval by Members, including voting, written consents or other approval, only Ownership Percentages held by Members shall be taken into account.

"Person." Any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

"Reserves." Funds set aside and amounts allocated to reserves in amounts determined by the Managers for working capital and to pay taxes, insurance, debt service, or other costs or expenses incident to the ownership or operation of the Company's business.

"Treasury Regulations" or "Regulations." The federal income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

Article II. FORMATION OF COMPANY

2.1 Formation
limited liability
of

the State of
The Company
as the

Finewrap USA Inc
a GA Corp 50%
Jeffrey 25%
R.T. Merchant, LLC
A Nevada Ltd Liab Co 25%

shall be the Company elected to form as a Georgia
limited liability company in accordance with the
Articles of Organization with the Secretary of State
of Georgia Act.

at ONE AND MOUNTAIN VIEWS, LLC.

the principal place of business of the Company within
the State of Georgia, at #A-2, SUGAR HILL, GEORGIA 30518.
The Company may also have a registered office at any other place or places

2.4 Registered Office and Registered Agent. The Company's registered office shall be 1400 BUFORD HIGHWAY, #A-2, SUGAR HILL, GEORGIA 30518. The registered agent is JEFFREY HERMAN. The registered office and registered agent may be changed from time to time pursuant to the Georgia Act and the applicable rules promulgated thereunder.

2.5 Term. The term of the Company commenced on the date the Articles of Organization were filed with the Secretary of State of Georgia and shall continue until the Company is dissolved and its affairs wound up in accordance with the provisions of this Operating Agreement.

ARTICLE III. BUSINESS OF COMPANY

The business of the Company shall be to engage in any lawful activity, including but not limited to real estate development, investment and construction as well as any and all other lawful activities. In furtherance thereof, the Company may exercise all powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Georgia Act, and may engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE IV. NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are:

Finewrap USA, Inc.
201 Allen Road, Suite 310
Atlanta, Georgia 30328

Jeffrey Herman
1400 Buford Highway, #A-2
Sugar Hill, Georgia 30518

RT Merchant, LLC, a Nevada limited liability company
4640 Canyon Drive
Reno, NV 89519

ARTICLE V. MANAGEMENT BY MANAGERS

5.1 Management. The business and affairs of the Company shall be managed by its Manager or Managers. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by nonwaivable provisions of applicable law, each of the Managers shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the

management of the Company's business.

5.2 Number, Tenure, and Qualifications. The Company shall initially have Two (2) Managers: JEFFREY HERMAN and RT MERCHANT, LLC, A NEVADA LIMITED LIABILITY COMPANY, who shall serve as Managers until their/its successor or successors shall have been elected and qualified or until his/its earlier death, resignation, or removal. The number of Managers of the Company shall be fixed from time to time by the affirmative Majority Vote of Members, but in no instance shall there be less than two Managers. Each Manager shall hold office until his successor or successors shall have been elected and qualified or until his/its earlier death, resignation, or removal. Subject to Section 5.10, Managers shall be elected by the affirmative Majority Vote of Members. Managers need not be residents of the State of Georgia, but must be a Member of the Company.

5.3 Certain Powers of Managers. Without limiting the generality of Section 5.1, any Manager shall have power and authority, on behalf of the Company:

(a) To borrow money for the Company from banks, other lending institutions, Managers, Members, or Affiliates of the Managers or Members on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, encumber, and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Manager;

(b) To purchase liability and other insurance to protect the Company's property and business;

(c) To hold and own any Company real and/or personal properties in the name of the Company;

(d) To purchase, lease or acquire any real estate or personal property on behalf of the Company;

(e) To construct, operate, maintain, improve and to sell, convey, mortgage, pledge, assign or lease any real estate or personal property owned by the Company;

(d) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper, or other investments;

(e) Subject to Section 6.4, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(f) To execute on behalf of the Company all instruments and documents,

including, without limitation: sales, construction and development agreements; checks; drafts; notes and other negotiable instruments; mortgages or deeds to secure debt; security agreements; financing statements; documents providing for the acquisition, mortgage, or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Managers, to the business of the Company;

(g) To employ accountants, legal counsel, managing agents, or other experts to perform services for the Company and to compensate them from Company funds;

(h) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve;

(i) To create offices and designate Officers, who need not be Members; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by a Manager of the Company, no attorney-in-fact, employee, or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable in any way or for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by a Manager to act as an officer or agent of the Company in accordance with this Section 5.3.

5.4 Liability for Certain Acts. No Manager has guaranteed or shall have any obligation with respect to the return of a Member's Capital Contributions or profits from the operation of the Company. Notwithstanding Section 14-11-305(1) of the Georgia Act, no Manager shall be liable to the Company or to any other Member for any loss or damage sustained by the Company or any Member except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which such Manager received a personal benefit in violation or breach of the provisions of this Operating Agreement. Each Manager shall be entitled to rely on information, opinions, reports, or statements, including but not limited to, financial statements or other financial data prepared or presented by: (i) any one or more Members, Managers, Officers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matter presented, (ii) legal counsel, public accountants, or other persons as to matters the Manager reasonable believes are within the person's professional or expert competence, or (iii) a committee of Managers of which he is not a member if the Manager reasonably believes the committee merits confidence.

5.5 Managers Have No Exclusive Duty to Company. A Manager shall not be required to manage the Company as the Manager's sole and exclusive function and the Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. The Manager shall incur no liability to

the Company or to any of the Members as a result of engaging in any other business or ventures.

5.6 Bank Accounts. The Managers may from time to time open bank accounts in the name of the Company, and designated Officers shall be the sole signatories thereon, unless the Managers determine otherwise.

5.7 Indemnity of the Managers, Members and Officers. To the fullest extent permitted by Section 14-11-306 of the Georgia Act, the Company shall indemnify each Manager and Member and make advances for expenses to each Manager and Member arising from any loss, cost, expense, damage, claim, or demand in connection with the Company, the Manager's or Member's status as a Manager or Member of the Company, the Manager's or Member's participation in the management, business, and affairs of the Company or such Manager's or Member's activities on behalf of the Company. To the fullest extent permitted by Section 14-11-306 of the Georgia Act, the Company shall also indemnify its Officers who are not Managers or Members arising from any loss, cost, expense, damage, claim, or demand in connection with the Company, any such Officer's participation in the business and affairs of the Company or such Officer's activities on behalf of the Company.

5.8 Resignation. A Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of the Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager as a Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of such Manager as a Member or an Event of Dissociation as to such Manager.

5.9 Removal. At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative Majority Vote of the Members. The removal of a Manager as a Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal by such Manager as a Member or an Event of Dissociation as to such Manager.

5.10 Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of a majority of the remaining Managers then in office, provided that if there are no remaining Managers, the vacancy(ies) shall be filled by the affirmative Majority Vote of Members. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the affirmative vote of a majority of the Managers then in office or by Majority Vote of the Members at a meeting of Members called for that purpose. A Manager elected to fill a vacancy or fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and shall qualify, or until his earlier death, resignation, or removal.

5.11 Salaries. The salaries and other compensation of the Manager shall be fixed from time to time by a Majority Vote of the Members, and no Manager shall be prevented from receiving such salary by reason of the fact that the Manager is also a Member of the Company.

ARTICLE VI. RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 Limitation on Liability. Each Member's liability shall be limited as set forth in the Georgia Act.

6.2 No Liability for Company Obligations. No Member will have any personal liability for any debts or losses of the Company.

6.3 List of Members. Upon written request of any Member, the Company shall provide a list showing the names, addresses, and Membership Interest and Economic Interest of all Members and the other information required by the Georgia Act and maintained pursuant to Section 11.2.

6.4 Approval of Members. The Members shall have the right, by the Majority Vote of the Members: (i) to approve in the manner required by Article XIV of the addition of new Members, or (ii) to approve the dissolution of the Company as provided in Section 14.1(a)(i) hereof, or (iii) to approve any amendment to this Operating Agreement, provided, however, that no such approval by the Members is required for amendments that are necessary in connection with any transfer of an Interest under Article XII hereof (after obtaining the Member approval required thereunder) or any issuance of additional Interests under Article XIII hereof (after obtaining the Member approval required thereunder). Except as otherwise provided in this Operating Agreement, the other actions identified in Section 14-11-308(b) of the Georgia Act may be taken by the Managers without any further consent or approval of the Members.

ARTICLE VII. MEETINGS OF MEMBERS

7.1 Meetings. Meetings of the Members, for any purpose or purposes, may only be called by the Managers or a Member or Members holding at least 50% of the Ownership Percentages.

7.2 Place of Meetings. The Persons calling any meeting may designate any place, either within or outside the State of Georgia, as the place of meeting for any meeting of the Members. If no designation is made the place of meeting shall be the principal executive office of the Company in the State of Georgia.

7.3 Notice of Meetings. Written notice stating the place, date, and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than two (2) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or Person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid. Notice provided in accordance with this Section shall be effective notwithstanding anything in Section 14-11-311 of the Georgia Act to the contrary.

7.4 Meeting of all Members. If all of the Members shall meet at any time and place, either within or outside of the State of Georgia, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any lawful action may be taken.

7.5 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which such distribution is made, as the case may be, shall be the record date for such determination of Members unless the Members shall otherwise specify another record date. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article VII, such determination shall apply to any adjournment thereof.

7.6 Quorum. Members holding a Majority Interest, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Ownership Percentages of Members so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if at the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Ownership Percentages of Members whose absence would cause less than a quorum to be present.

7.7 Manner of Acting. The affirmative vote of Members holding a Majority Interest shall be the act of the Members. Section 14-11-307 of the Georgia Act (relating to conflicting interest transactions) shall not apply in the case of the Company, and Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon such matter and their Ownership Percentage, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

7.8 Proxies. A Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such written proxy shall be delivered to the Company.

7.9 Action by Members Without a Meeting. Action required or permitted to be taken by the Members at a meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the Members entitled to vote and having the requisite Ownership Percentage of Members required to approve such action. Action taken under this Section is effective when the Members required to approve such action have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member

signs a written consent.

7.10 Waiver of Notice. In lieu of any procedures contained in Section 14-11-312 of the Georgia Act, when any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice.

7.11 Meeting by Telephone. In lieu of any procedures contained in Section 14-11-310(b)(3) of the Georgia Act, Members may also meet by conference telephone call if all Members can hear one another on such call and the requisite notice is given or waived.

ARTICLE VIII. CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 Members' Capital Contributions. Each Member shall contribute the following amount next to such Member's name (the "Member's Initial Capital Contribution"):

FINEWRAP USA, INC.	\$100.00
JEFFREY HERMAN	\$ 50.00
RT MERCHANT, LLC	\$ 50.00

8.2 Additional Contributions of Members. Except as set forth in Section 8.1 and this Section 8.2, no Member shall be required to make any Capital Contributions. To the extent unanimously approved by the Managers, from time to time, one or more Members may be permitted to make additional Capital Contributions if and to the extent such Members so desire, and if the Managers determine that such additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification). In such event, the Members shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a prorata basis in accordance with their Ownership Percentages.

8.3 Loans to Company. To the extent approved by the Managers, Members may make a secured or unsecured loan to the Company.

ARTICLE IX. DISTRIBUTIONS TO MEMBERS

9.1 Distributions. Distributable Cash shall be distributed to the Members at such times as may be determined by the Managing Members, and shall be distributed to the Members in proportion to their respective Ownership Percentages at the time of the distribution; provided, that following the dissolution of the Company as provided in Section 14.1 hereof, distributions shall be made in accordance with Section 14.3 hereof.

9.2 Limitation Upon Distributions. No distribution shall be made to Members if

prohibited by Section 14-11-407 of the Georgia Act.

9.3 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on his Capital Contribution or to a return of his Capital Contribution, except as otherwise specifically provided for herein.

9.4 Priority and Return of Capital. No Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses, or distributions, except as otherwise specifically provided for herein. This Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

ARTICLE X. ALLOCATION OF NET PROFITS AND NET LOSSES

10.1. Net Profits shall be allocated for each Fiscal Year as follows:

(a) First, to the Members in an amount equal to the amount of Net Losses allocated to the Members under Section 10.2(b) below with respect to prior Fiscal Years, on a prorata basis based upon the total amount of such prior Net Losses allocated to each Member, until the amount of Net Profits allocated under this subparagraph (a) for such Fiscal Year and all prior Fiscal Years equals the total amount of such prior Net Losses allocated to all Members under Section 10.2(b) below;

(b) Second, to the Members in an amount equal to the amount of Net Losses allocated to the Members under Section 10.2(a) below with respect to prior Fiscal Years, on a prorata basis based upon the total amount of such prior Net Losses allocated to each Member, until the amount of Net Profits allocated under this subparagraph (b) for such Fiscal Year and all prior Fiscal Years equals the total amount of such prior Net Losses allocated to all Members under Section 10.2(a) below; and

(c) Third, to the Members on a prorata basis based upon their Ownership Percentages of Members as of the end of such Fiscal Year.

10.2. Net Losses shall be allocated for each Fiscal Year as follows:

(a) First, to the Members on a prorata basis based upon their respective Ownership Percentages of Members until their positive Capital Account balances are reduced to zero; and

(b) Second, to the Members on a prorata basis based upon their respective Ownership Percentages of Members.

10.3. Alternative Allocations. It is the intent of the Members that each Member's distributive share of income, gain, loss, deduction, or credit (or item thereof) be determined and allocated consistently with the provisions of the Code, including Sections 704(b) and 704(c) of

the Code. If in connection with the issuance of the Interests or if for any other reason, the Managers deem it necessary in order to comply with the Code, the Managers may, and they hereby are, authorized and directed to allocate income, gain, loss, deduction, or credit (or items thereof) arising in any year differently than as provided for in this Article X if, and to the extent, (i) that allocating income, gain, loss, deduction, or credit (or item thereof) would cause the determinations and allocations of each Member's distributive share of income, gain, loss, deduction, or credit (or item thereof) not to be permitted by the Code and any Treasury Regulations promulgated thereunder, or (ii) inconsistent with a Member's Interest in the Company taking into consideration all facts and circumstances. Any allocation made pursuant to this Section 10.3 shall be deemed to be a complete substitute for any allocation otherwise provided for in this Agreement and no further amendment of this Agreement or approval by any Member shall be required to effectuate such allocation. In making such allocations under this Section 10.3 ("New Allocations"), the Managers are authorized to act in reliance upon advice of counsel to the Company or the Company's regular certified public accountants that, in their opinions after examining the relevant provisions of the Code and any current or future proposed or final Treasury Regulations thereunder, the New Allocation is necessary in order to ensure that, in either the then current year or in any preceding year, each Member's distributive share of income, gain, loss, deduction, or credit (or items thereof) is determined and allocated in accordance with the Code and the Member's Interest in the Company.

New Allocations made by the Managers in reliance upon the advice of counsel and accountants as described above shall be deemed to be made in the best interests of the Company and all of the Members consistent with the duties of the Managers hereunder, and any such New Allocation shall not give rise to any claim or cause of action by any Member or Economic Interest Holder against the Company or the Managers.

ARTICLE XI. BOOKS AND RECORDS

11.1 Accounting Period. The Company's accounting period shall be the Fiscal Year.

11.2 Records and Reports. At the expense of the Company, the Managers shall maintain records and accounts all operations and expenditures of the Company. The Company shall keep at its principal place of business the following records:

- (a) A current list of the full name and last known address of each Member, Economic Interest Owner, and Manager;
- (b) Copies of records to enable a Member to determine the relative voting rights, if any, of the Members;
- (c) A copy of the Articles of Organization of the Company and all amendments thereto;
- (d) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(e) Copies of this Operating Agreement, together with any amendments thereto;
and

(f) Copies of any financial statements of the Company for the three most recent years.

The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination of the Members, Economic Interest Owners, or their duly authorized representatives during reasonable business hours.

11.3 Tax Returns. The Manager shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year.

ARTICLE XII. TRANSFERABILITY

12.1 General. Except as otherwise specifically provided herein, a Member shall have no right to sell, assign, pledge, hypothecate, transfer, exchange, or otherwise transfer for consideration (collectively, "sell" or "sale"); or gift, bequeath, or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) (collectively, "gift") (and any "sale" or "gift" shall be referred to sometimes herein as a "Transfer"); all or any part of such Member's Membership Interest without the prior written consent of all of the Managers and other Members.

12.2 Transferee Not Member in Absence of Consent. Notwithstanding anything contained in this Agreement to the contrary, if the Managers do not approve the proposed sale or gift of the Transferring Member's Membership Interest to a transferee or donee that is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate as, or to become, a Member. No Transfer of a Membership Interest in the Company shall be effective unless the Member complies with the provisions of Section 12.3 of this Agreement.

12.3 Right of First Refusal. Notwithstanding the limitations of Section 12.2 above, a Member shall have the right to Transfer all (but not less than all) of such Member's Membership Interest to an unrelated third party purchaser, but only if such Member first complies with all the terms and provisions of this Section 12.3.

If a Member receives a bona fide offer for the purchase of all of such Member's Membership Interest from an unrelated third party, desires to sell all of such Membership Interest, and has not received the prior written consent of all the Managers, then such Member may sell such Membership Interest only for cash or its equivalent and only after offering it to the Company and to the Managers in accordance with the procedures set forth in this Section 12.3.

The Member desiring to sell a Membership Interest (the "Offeror Member") shall serve notice upon the Company and the Managers by certified mail, return receipt requested, indicating that a bona fide offer for the purchase of such Member's Membership Interest has been received and stating the name and address of the Person or Persons desiring to purchase the Membership Interest and the sale price and terms of payment of such sale, including with such notice a certified copy of the executed original of said offer to purchase signed by the prospective purchaser.

For a period of 30 days after the receipt of such notice (the "Option Period"), the Company shall have the option to purchase and redeem the Membership Interest so offered at the price and upon the terms and conditions set forth in the offer of purchase. The Offeror Member shall have no voice, directly or indirectly, in the decision of the Company as to whether to purchase such Membership Interest. The Company shall exercise its option to purchase only by written notice served on the Offeror Member on or before the last day of the Option Period.

If at the end of the Option Period, the Company fails to exercise its option to purchase and redeem the Membership Interest so offered by the Offeror Member, the Offeror Member shall withdraw its offer to sell and redeem its Membership Interest.

The closing of any purchase and sale under this Section 12.3 shall take place as follows:

The closing shall be held at the principal office of the Company or at such other place as shall be mutually agreed to by the Offeror Member and the Managers within 30 days following the exercise of such option.

At the closing, assignments of the Membership Interest of the selling Member, with covenants against assignors' acts, together with such other instruments and documents as may be necessary or desirable to effect the Transfer of the Membership Interest shall be executed and delivered. The Members shall also execute and deliver an amendment to this Agreement, if appropriate.

The Company or the Managers (as appropriate) shall pay the purchase price at closing by certified check or by wire transfer of immediately available federal funds. Alternatively, the Company or the Managers (as appropriate) may pay the purchase price by delivery of a promissory note, payable in up to twenty (20) equal quarterly installments of principal and interest, with interest accruing at a rate per annum equal to the Prime Rate, and including provisions that the promissory note may be prepaid without penalty and that the first installment payment will be due at the beginning of the first calendar quarter commencing after the closing date.

Effective as of the date of the closing, the selling Member shall cease to be a member of the Company, and the selling Member shall have no further rights, duties or obligations with respect to the Company arising out of this Agreement. Subsequent to the closing date such selling Member shall have no further Membership Interest in the Company's capital, Profit, Loss, gains, or distributions.

12.4 Assignee's Commitments. In connection with any Transfer, the assignee of a Member's Membership Interest must agree as follows:

(a) the Member and the assignee shall have executed a written instrument of assignment, and such other instruments and agreements as the Managers may request, all of which are satisfactory in form and content to the Managers, in which the assignee is designated as a substituted Member;

(b) such instrument of assignment and other documents shall have been delivered to the Managers;

(c) the assignee shall have executed a written agreement to be bound by all the terms and conditions of this Agreement in the same manner as though such proposed assignee were an original signatory hereof, satisfactory in form to the Managers;

(d) all required Capital Contributions owed by the assignor shall have been paid;

(e) the Manager shall have been furnished a written representation by the assignee (together with such supporting or supplemental evidence as the Managers may request) that said assignee (if an individual) is at least 18 years of age, that assignee is a citizen and resident of the United States, that assignee has sufficient financial resources to maintain the membership interests being acquired;

(f) the Manager, if they so elect, shall have received an opinion of counsel acceptable in form and substance to the Managers that the proposed transfer is exempt from the registration provisions of the federal Securities Act of 1933, as amended, the securities laws of the states of residence of the proposed assignor and assignee, and the securities laws of any other jurisdiction which, in the opinion of the Manager or such counsel, may be applicable, or is otherwise in compliance with such laws; and

(g) the Manager shall have consented in writing to such transfer and substitution of such assignee as a Member, the granting or denial of such consent to transfer being within the sole and absolute discretion of the Managers; provided, however, that the consent of the Manager to such transfer and substitution shall be withheld if the Manager reasonably believe that:

(i) the proposed substituted Member is not authorized to acquire the Units so assigned or does not have sufficient financial resources to acquire and maintain the Units assigned to him,

(ii) the proposed transfer and substitution would constitute a violation of any federal or state securities law or regulation, or

(iii) the proposed transfer and substitution would cause a termination of the Company for federal or state income tax purposes.

The Company may charge a reasonable fee equal to its costs, including an amount sufficient to reimburse the Company for attorneys' fees and other fees incurred in connection with a transfer of Units pursuant hereto.

12.5 Death or Disability of a Member.

(a) If a Member who is an individual dies or becomes Disabled (as hereinafter defined), then the Company shall have the absolute right, but not the obligation, to purchase such Member's Membership Interest as set forth in this Section 12.5. The Company shall exercise such right of purchase by notifying such Member's successor or other representative of the Company's exercise of its right of purchase pursuant to this Section 12.5. The Company shall have sixty (60) days following said Member's Disability or 120 days following said Member's death to exercise such right of purchase.

(b) The closing of any purchase and sale under this Section 12.5 shall take place as follows: The closing shall be held at the principal office of the Company or at such other place as shall be mutually agreed to by the Member or his or her successor or other representative and the Managers within 30 days following the exercise of such option. At the closing, assignment of the Membership Interest of the deceased or Disabled Member, with covenants against assignors' acts, together with such other instruments and documents as may be necessary or desirable to effect the assignment of the Membership Interest shall be executed and delivered. The Members shall also execute and deliver an amendment to this Agreement, if appropriate. The purchase price shall equal the Fair Value of the Membership Interest. The Company or the Managers (as appropriate) shall pay the purchase price at closing by certified check or by wire transfer of immediately available federal funds. Alternatively, the Company or the Managers (as appropriate) may pay the purchase price by delivery of a promissory note, payable in up to twenty (20) equal quarterly installments of principal and interest, with interest accruing at a rate per annum equal to the Prime Rate, and including provisions that the promissory note may be prepaid without penalty and that the first installment payment will be due at the beginning of the first calendar quarter commencing after the closing date. Effective as of the date of the closing, the Disabled Member or the estate of the deceased Member shall cease to be a member of the Company and shall have no further rights, duties, or obligations with respect to the Company arising out of this Agreement. Subsequent to the closing date such Disabled Member or the estate of the deceased Member shall have no further Membership Interest in the Company's capital, Profit, Loss, gains, or distributions.

(c) A Member shall be deemed to have a "Disability" and, therefore, be "Disabled" and referred to as a "Disabled Member" if such Member is absent from such Member's employment with the Company by reason of any mental or physical illness, disability, or incapacity for a period of six (6) consecutive months, or for shorter periods aggregating to six (6) months in any consecutive twelve-month period. Determination of a Member's mental or physical disability shall be made by the Managers, based upon an examination and certification by a physician selected by the Managers, to which such Member hereby consents. If the physician selected by Managers is not said Member's

personal physician, however, said Member shall have the right to have such Member's personal physician present at any such examination.

ARTICLE XIII. ISSUANCE OF ADDITIONAL MEMBERSHIP INTERESTS

Any Person approved by all of the Managers and Members may become a Member in the Company by the issuance by the Company of Membership Interests of a Member for such consideration as the Managers and Members shall determine.

ARTICLE XIV. DISSOLUTION AND TERMINATION

14.1 Dissolution.

(a) The Company shall be dissolved upon the earlier to occur of any of the following events:

(i) by the Majority Vote of the Members; or

(ii) the sale of all or substantially all of the Company's assets and the collection of all proceeds therefrom,

The occurrence of an Event of Dissociation (as defined in Section 14-11-601.1 of the Georgia Act) as to a Member will not cause the Company to be dissolved.

(b) Any successor in interest of the Member as to whom the Event of Dissociation occurs shall become an Economic Interest Owner but shall not be admitted as a Member, as the case may be, except in accordance with Article XII hereof.

(c) A Member shall not voluntarily withdraw from the Company or take any other voluntary action which causes an Event of Dissociation.

(d) Damages for breach of Section 14.1(c) shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Company to which the withdrawing Member would otherwise be entitled.

14.2 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by the Georgia Act. Upon dissolution, the Managers shall file a statement of commencement of winding up and publish the notice permitted by the Georgia Act.

14.3 Winding-Up, Liquidation, and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's accountants of the accounts of the Company and of the Company's assets, liabilities, and operations, from the date of the last previous accounting until the date of dissolution. The

Manager(s), or if none, the Persons or Persons selected by Majority Vote of the Members (the "Liquidators") shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Liquidators shall:

(i) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Liquidators may determine to distribute any assets to the Members in kind);

(ii) Allocate any profit or loss resulting from such sales to the Members, and Economic Interest Owners in accordance with Article X hereof;

(iii) Discharge all liabilities of the Company, including liabilities to Members, and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members, and Economic Interest Owners for distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities or liabilities of the Company;

(iv) Distribute the remaining assets to the Members, either in cash or in kind, (A) first, to the Members in accordance with the positive balance(if any) in each Member's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's Fiscal Year during which the liquidation occurs), and (B) with any balance remaining after such distributions under (A) being distributed to the Members in proportion to the Members' respective Ownership Percentages. Any such distributions in respect to Capital Accounts shall, to the extent practicable, be made in accordance with the time requirements set forth in Section 1.704-1 (b)(2)(ii)(b)(2) of the Treasury Regulations; and

(v) If any assets of the Company are to be distributed in kind, the net fair market value of such assets shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members, and Economic Interest Owners shall be adjusted pursuant to the provisions of this Operating Agreement.

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704.1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations, and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution to reduce or eliminate the negative balance of such Member's Capital Account,

(d) Upon completion of the winding-up, liquidation, and distribution of the assets, the Company shall be deemed terminated.

14.4 Certificate of Termination. When all debts, liabilities, and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a certificate evidencing such termination may be executed and filed with the Secretary of State of Georgia in accordance with the Georgia Act.

14.5 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of the Member's Capital Account. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Account of one or more Members, including, without limitation, all or any part of that Capital Account attributable to Capital Contributions, then such Member shall have no recourse against any other Member.

ARTICLE XV. MISCELLANEOUS PROVISIONS

15.1 Application of Georgia Law. This Operating Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the Georgia Act.

15.2 No Action for Partition. No Member has any right to maintain any action for partition with respect to the property of the Company.

15.3 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney, and other instruments necessary to comply with any laws, rules, or regulations.

15.4 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

15.5 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Operating Agreement or any provision hereof

15.6 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

15.7 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or

otherwise.

15.8 Exhibits. All exhibits referred to in this Operating Agreement and attached hereto are incorporated herein by this reference.

15.9 Heirs, Successors, and Assigns. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors, and assigns.

15.10 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company or by any Person not a party hereto.

15.11 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15.12 Federal Income Tax Election; Tax Matters Partner. All elections required or permitted to be made by the Company under the Code shall be made by the Managers. For all purposes permitted or required by the Code, the Manager constitutes and appoints JEFFREY HERMAN, as the Tax Matters Partner or such other Manager as shall be elected. The provisions on limitations of liability of the Managers and Members and indemnification set forth in Article V hereof shall be fully applicable to the Tax Matters Partner in his or her capacity as such. The Tax Matters Partner may resign at any time by giving written notice to the Company and each of the other Managers. Upon the resignation of the Tax Matters Partner, a new Tax Matters Partner may be elected by the Managers.

15.13 Notices. Any and all notices, offers, demands, or elections required or permitted to be made under this Operating Agreement shall be in writing, signed by the party giving such notice, and shall be deemed given and effective (i) when hand-delivered (either in person by the party giving such notice, or by its designated agent, or by commercial courier), or (ii) on the third (3rd) business day (which term means a day when the United States Postal Service, or its legal successor ("Postal Service") is making regular deliveries of mail on all of its regularly appointed week-day rounds in Atlanta, Georgia) following the day (as evidenced by proof of mailing) upon which such notice is deposited, postage pre-paid, certified mail, return receipt requested, with the Postal Service, and addressed to the other party at such party's respective address as set forth in Article IV above, or at such other address as the other party may hereafter designate by Notice.

15.14 Certification of Non-Foreign Status. In order to comply with § 1445 of the Code and the applicable Treasury Regulations thereunder, in the event of the disposition by the Company of a United States real property interest as defined in the Code and Treasury Regulations, each Member shall provide to the Company an affidavit stating, under penalties of perjury, (i) the Member's address, (ii) United States taxpayer identification number, and (iii) that the Member is not a foreign person as that term is defined in the Code and Treasury Regulations. Failure by any Member to provide such affidavit by the date of such disposition shall authorize the Managers to withhold ten percent (10%) of each such Member's distributive share of the

amount realized by the Company on the disposition.

15.15 Amendments. Any amendment to this Operating Agreement shall be approved by the Members where required by and in the manner provided in Section 6.4 hereof. After such approval by the Members, as the case maybe, or in the event approval by the Members is not necessary under Section 6.4, each Member agrees to execute and deliver to the Company upon request by the Managers appropriate documentation to evidence each amendment.

15.16 Invalidity. The invalidity or unenforceability of any particular provision of this Operating Agreement shall not affect the other provisions hereof, and the Operating Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. If any particular provision herein is construed to be in conflict with the provisions of the Georgia Act, the provisions of this Operating Agreement shall control to the fullest extent permitted by applicable law. Any provision found to be invalid or unenforceable shall not affect or invalidate the other provisions hereof, and this Operating Agreement shall be construed in all respects as if such conflicting provision were omitted.

15.17 Arbitration. Any dispute, controversy, or claim arising out of or in connection with, or relating to, this Operating Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the City of Atlanta, State of Georgia, pursuant to the commercial arbitration rules then in effect by the American Arbitration Association (or at any time or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence, and counsel's fees, except that in the discretion of the arbitrator, any award may include the cost of a party's counsel if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy, or claim to be submitted to arbitration as a dilatory tactic.

15.18 Determination of Matters Not Provided for in this Operating Agreement. The Managers shall decide any and all questions arising with respect to the Company and this Operating Agreement which are not specifically or expressly provided for in this Operating Agreement.

15.19 Further Assurances. The Members each agree to cooperate, and to execute and deliver in a timely fashion any and all additional documents necessary to effectuate the purposes of the Company and this Operating Agreement.

15.20 No Partnership Intended for Non-Tax Purposes. The Members have formed the Company under the Georgia Act, and expressly disavow any intention to form a partnership under Georgia's Uniform Partnership Act, Georgia's Uniform Limited Partnership Act, or the partnership act or laws of any other state. The Members do not intend to be partners one to another or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a

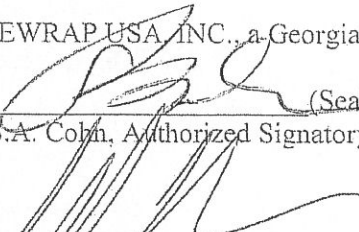
partnership, the making such wrongful representation shall be liable to any other Member or who incurs personal liability by reason of such wrongful representation.


15.21 Time. Time is of the essence of this Operating Agreement, and to any payments, allocations, and distributions provided for under this Operating Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the date first above written.

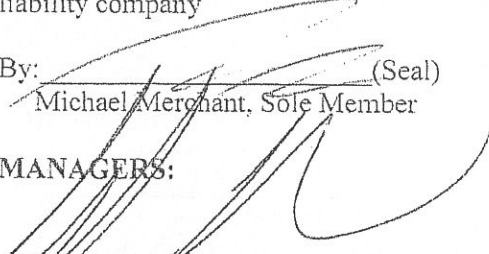
MEMBERS:

FINEWRAP USA, INC., a Georgia corporation

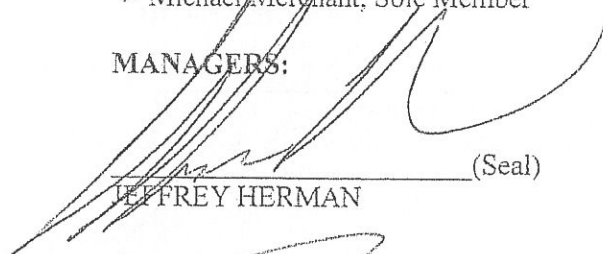
By:  (Seal)
S.A. Cohn, Authorized Signatory

 (Seal)
JEFFREY HERMAN

RT MERCHANT, LLC, a Nevada limited liability company

By:  (Seal)
Michael Merchant, Sole Member

MANAGERS:

 (Seal)
JEFFREY HERMAN

 (Seal)
MICHAEL MERCHANT

**CERTIFICATE OF RESOLUTIONS
OF THE OPERATING MEMBERS AND MEMBERS
OF LAKE AND MOUNTAIN VIEWS, LLC
IN LIEU OF A MEETING**

Following is the text of resolutions adopted by all of the Operating Members and members of Lake and Mountain Views, LLC, a Georgia limited liability company (the "Company") by unanimous consent without a meeting pursuant to the provisions of the Company's articles of organization and operating agreement and the Georgia Limited liability Company Act:

WHEREAS, the Company has entered into an agreement (the "agreement"), through an assignment, to purchase from Christopher S. Anderson and Kelli A. Anderson, Trustees of the Anderson Trust dated January 30, 2014, certain real property in Washoe County, Nevada, being approximately 65.58 acres, APN 050-210-22 (the "Property"); and

WHEREAS, Finewrap USA, Inc., a Georgia corporation, has agreed to fully finance the above described purchase under the aforementioned agreement as to the above described Property;

RESOLVED, that Jeffrey Herman, as a Manager of the Company (the "Manager"), is directed and authorized by the Company, acting in its name, on its behalf, and under its seal, to carry out and perform the duties and responsibilities specified herein in connection with the financing of the Property with Finewrap USA, Inc.; and it is further

RESOLVED, that in connection with the financing of the property and performing the Company's obligations under the Transaction Documents (as hereinafter defined), that the Manager is authorized and directed to execute, acknowledge and deliver any and all documents as are necessary, appropriate or required to close the purchase of the Property, including, without limitation, closing statements, promissory notes, Deeds of Trust, affidavits, and agreements, assignments, instruments, documents and necessary papers (collectively, the "Transaction Documents"), all upon terms and conditions acceptable to the Manager in the exercise of his discretion; and it is further

RESOLVED, that the Manager, without the signature of any other Manager or Member of the Company, is hereby authorized and directed to do all of the following: (i) to execute and deliver the Transaction Documents on behalf of the Company, the execution thereof being conclusive evidence of the approval of the form and substance thereof; (ii) to execute and deliver negotiable instruments and other documents, and to do all things necessary or appropriate for, the payment and performance of all the Company's obligations pursuant to the Transaction Documents; (iii) to pay on the Company's behalf all fees and other expenses incurred in connection with the purchase of the Property and entering into the Transaction Documents; (iv) to take all steps

necessary to effectuate the Company's performance of its obligations pursuant to the Transaction Documents; and (v) to do any and all things, and to perform all acts, which in his discretion is necessary or desirable to effectuate the foregoing resolutions and carry out the purposes thereof"; and it is further

RESOLVED, that the execution and delivery of any writings or the taking of any other actions which pertain to the subject matter of the Foregoing Resolutions by the Manager are hereby ratified and approved by the Company as its own act and deed; and it is further

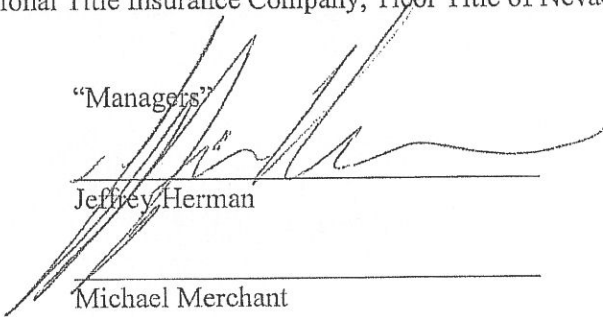
RESOLVED, that this Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same document.

So resolved as of December 2, 2015.

CERTIFICATION

We, Jeffrey Herman and Michael Merchant, as Managers of the Company, and Jeffrey Herman, RT Merchant, LLC, a Nevada limited liability company, and Finewrap USA, Inc., a Georgia corporation, the Members of the Company, hereby certify that the foregoing represents true and correct text of Resolutions adopted by the Company by unanimous consent without a meeting on the day and year set forth above, This Certification may be relied upon by the Seller, a National Title Insurance Company, Title Title of Nevada, Inc. for all purposes.

"Managers"



Jeffrey Herman

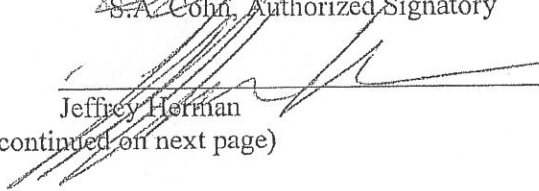
Michael Merchant

"Members"

Finewrap USA, Inc., a Georgia corporation

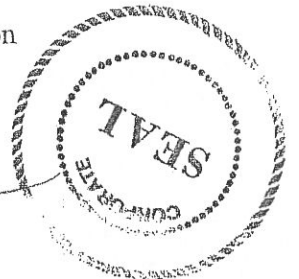
By: 

S.A. Cohn, Authorized Signatory



Jeffrey Herman

(continued on next page)



RT Merchant, LLC, a Nevada limited liability
company

By: _____
Michael Merchant, Sole Member

**CERTIFICATE OF RESOLUTIONS
OF THE OPERATING MEMBERS AND MEMBERS
OF LAKE AND MOUNTAIN VIEWS, LLC
IN LIEU OF A MEETING**

Following is the text of resolutions adopted by all of the Operating Members and members of Lake and Mountain Views, LLC, a Georgia limited liability company (the "Company") by unanimous consent without a meeting pursuant to the provisions of the Company's articles of organization and operating agreement and the Georgia Limited liability Company Act:

WHEREAS, the Company has entered into an agreement through an assignment to purchase from Christopher S. Anderson and Kelli A. Anderson, Trustees of the Anderson Trust dated January 30, 2014, certain real property in Washoe County, Nevada, being approximately 65.58 acres, APN 050-210-22 (the "Property"); and

RESOLVED, that Michael Merchant, as a Manager of the Company (the "Manager"), is directed and authorized by the Company, acting in its name, on its behalf, and under its seal, to carry out and perform the duties and responsibilities specified herein; and it is further

RESOLVED, that in connection with selling the property and performing the Company's obligations under the Transaction Documents (as hereinafter defined), that the Manager is authorized and directed to execute, acknowledge and deliver any and all documents as are necessary, appropriate or required to close the purchase of the Property, including, without limitation, closing statements, affidavits, and agreements, assignments, instruments, documents and necessary papers (collectively, the "Transaction Documents"), all upon terms and conditions acceptable to the Manager in the exercise of his discretion; and it is further

RESOLVED, that the Manager, without the signature of any other Manager or Member of the Company, is hereby authorized and directed to do all of the following: (i) to execute and deliver the Transaction Documents on behalf of the Company, the execution thereof being conclusive evidence of the approval of the form and substance thereof; (ii) to execute and deliver negotiable instruments and other documents, and to do all things necessary or appropriate for, the payment and performance of all the Company's obligations pursuant to the Transaction Documents; (iii) to pay on the Company's behalf all fees and other expenses incurred in connection with the purchase of the Property and entering into the Transaction Documents; (iv) to take all steps necessary to effectuate the Company's performance of its obligations pursuant to the Transaction Documents; and (v) to do any and all things, and to perform all acts, which in his discretion is necessary or desirable to effectuate the foregoing resolutions and carry out the purposes thereof; and it is further

RESOLVED, that the execution and delivery of any writings or the taking of any other

actions which pertain to the subject matter of the Foregoing Resolutions by the Manager are hereby ratified and approved by the Company as its own act and deed; and it is further

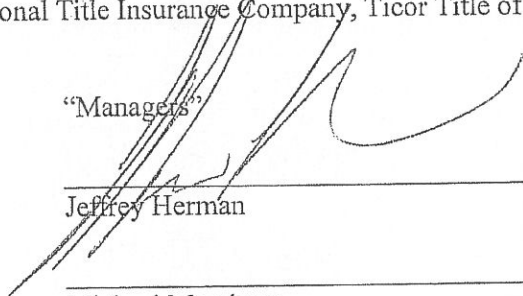
RESOLVED, that this Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same document.

So resolved as of December 2, 2015.

CERTIFICATION

We, Jeffrey Herman and Michael Merchant, as Managers of the Company, and Jeffrey Herman, RT Merchant, LLC, a Nevada limited liability company, and Finewrap USA, Inc., a Georgia corporation, the Members of the Company, hereby certify that the foregoing represents true and correct text of Resolutions adopted by the Company by unanimous consent without a meeting on the day and year set forth above, This Certification may be relied upon by the Seller, a National Title Insurance Company, Ticor Title of Nevada, Inc. for all purposes.

"Managers"

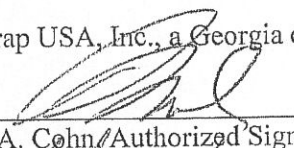


Jeffrey Herman

Michael Merchant

"Members"

Finewrap USA, Inc., a Georgia corporation

By: 

S.A. Cohn / Authorized Signatory

Jeffrey Herman

RT Merchant, LLC, a Nevada limited liability company

By: _____
Michael Merchant, Sole Member



WASHOE COUNTY TREASURER

PO BOX 30039
RENO, NV 89520-3039
775-328-2510

Received By: fgregory Receipt Number: U16.14918
Location: Treasurer's Office Receipt Year: 2016
Session: fgreg-0-12012016 Date Received: 12/01/2016

PAYMENT RECEIPT

Type	Description	Balance	Net Tax	Interest	Fees Penalties	Current Due	Current Paid	Balance Remaining
Real	Bill Number: 2016074106 Bill Year: 2016 PIN: 05021022 Primary Owner: LAKE & MOUNTAIN VIEWS LLC Property Addr: EASTLAKE BLVD Property Desc: Range 19 Lot Block Township 17 Section 24 SubdivisionName _UNS	686.97	686.97	0.00	0.00	686.97	686.97	0.00
Totals:		686.97	686.97	0.00	0.00	686.97	686.97	0.00

Tender Information:		Charge Summary:	
Check #53/7010	686.97	Real	686.97
Total Tendered	686.97	Total Charges	686.97

WASHOE COUNTY TREASURER PO BOX 30039 RENO, NV 89520-3039

W. C. T. O. 28

DEC 01 2016

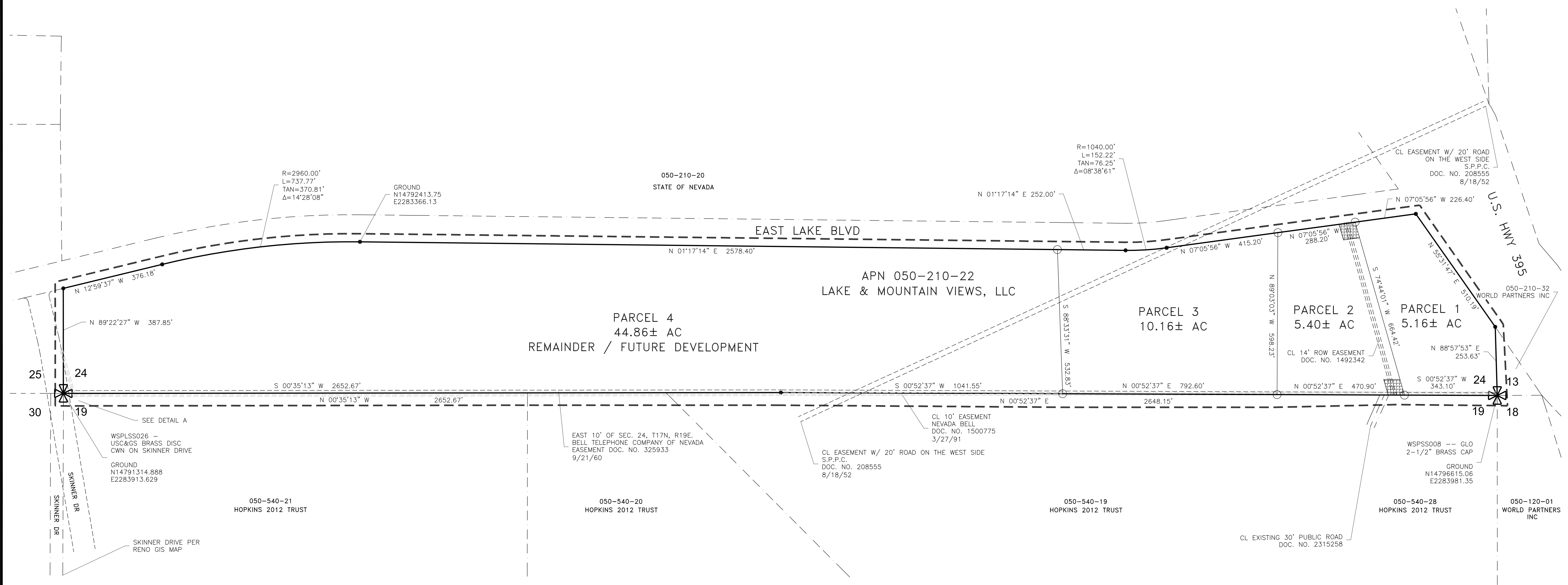
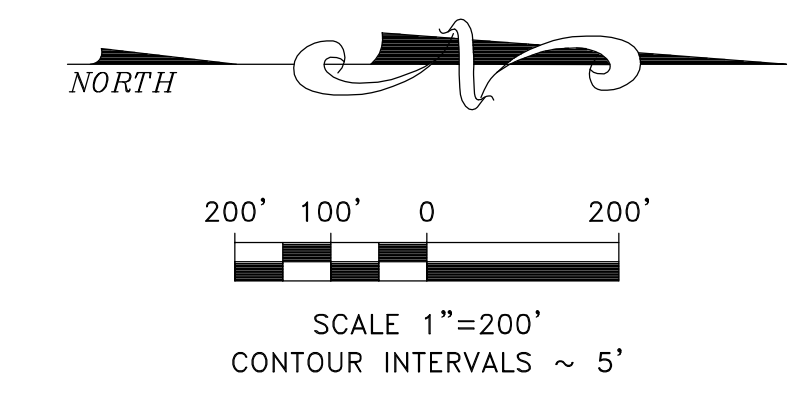
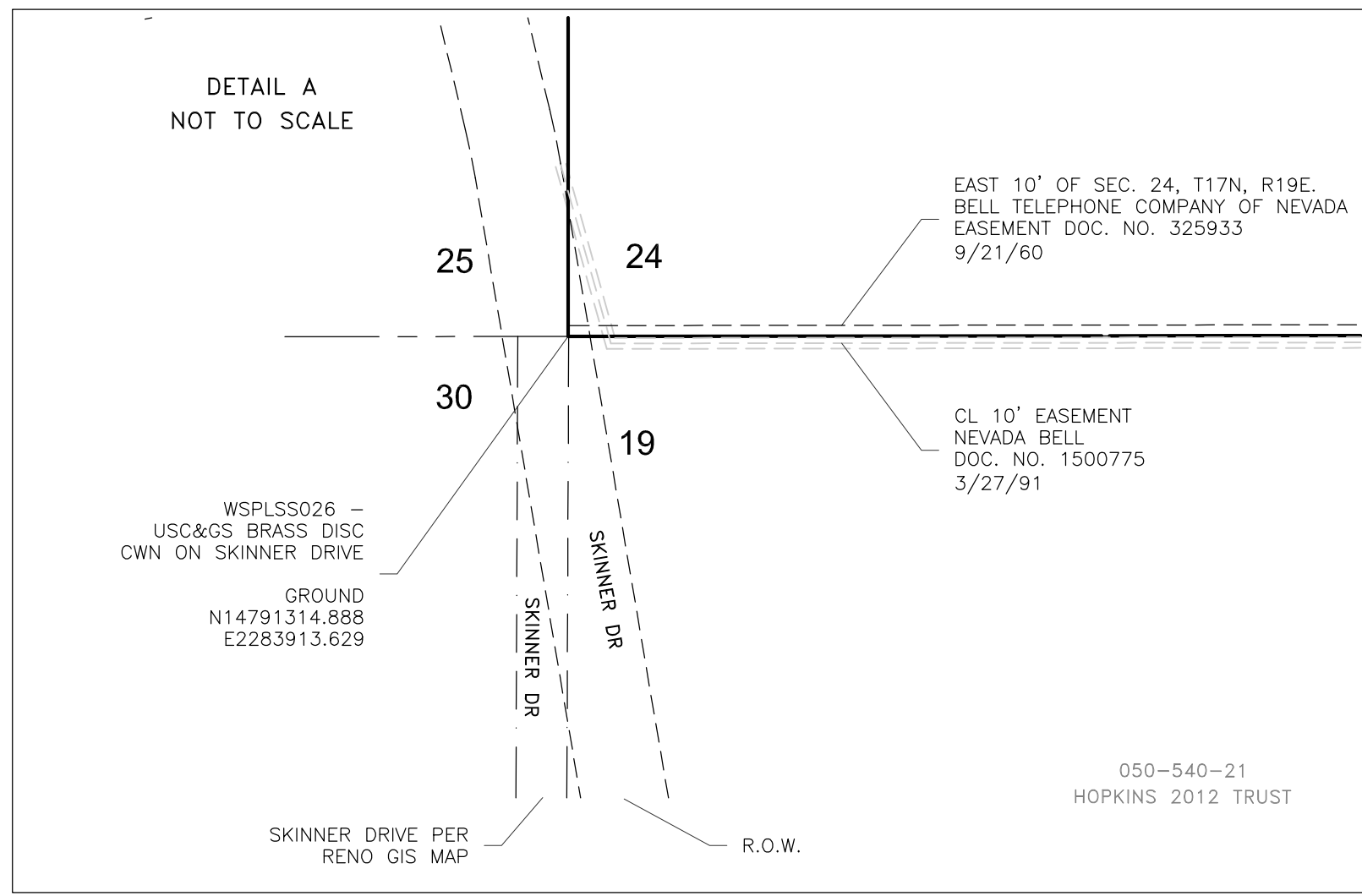
PAID

By Whom Paid:

MICHAEL MERCHANT
4640 CANYON DR
RENO NV 89519

BALANCE REMAINING	0.00
CHARGES	686.97
PAID	686.97
CHANGE	0.00

**WTPM16-0006
EXHIBIT.C**



REFERENCES

- (1) RECORD OF SURVEY MAP 2433, RECORDED AS DOC. 1579269 MARCH 15, 2000.
- (2) RECORD OF SURVEY MAP 3748, RECORDED AS DOC. 2430602 JUNE 15, 1992.

REFERENCED DOCUMENTS ARE RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY OF WASHOE, STATE OF NEVADA.

LEGEND

- PROPOSED PROPERTY CORNER PLS 7998
- RECORD PROPERTY CORNER ROS NO. 2433
- PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- - - CONTOUR LINE WITH ELEVATION
- - - SUBJECT PARCEL BOUNDARY
- ▨ 60' x 60' RECIPROCAL ACCESS EASEMENTS BENEFITING PARCEL 1 - PER THIS MAP

BASIS OF BEARING

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE GRID, NAD 83/94, BASED UPON MEASUREMENTS TAKEN TO GPS CONTROL POINTS, ON FILE WITH THE WASHOE COUNTY ENGINEERING OFFICE.

COORDINATES SHOWN ARE GROUND, TO CONVERT TO GRID DIVIDE BY THE WASHOE COUNTY MODIFIED GRID COMBINED FACTOR OF 1.000197939.

BASIS OF ELEVATION

THE BASIS OF ELEVATION FOR THIS SURVEY IS NAVD 88.

PARCEL AREA SUMMARY

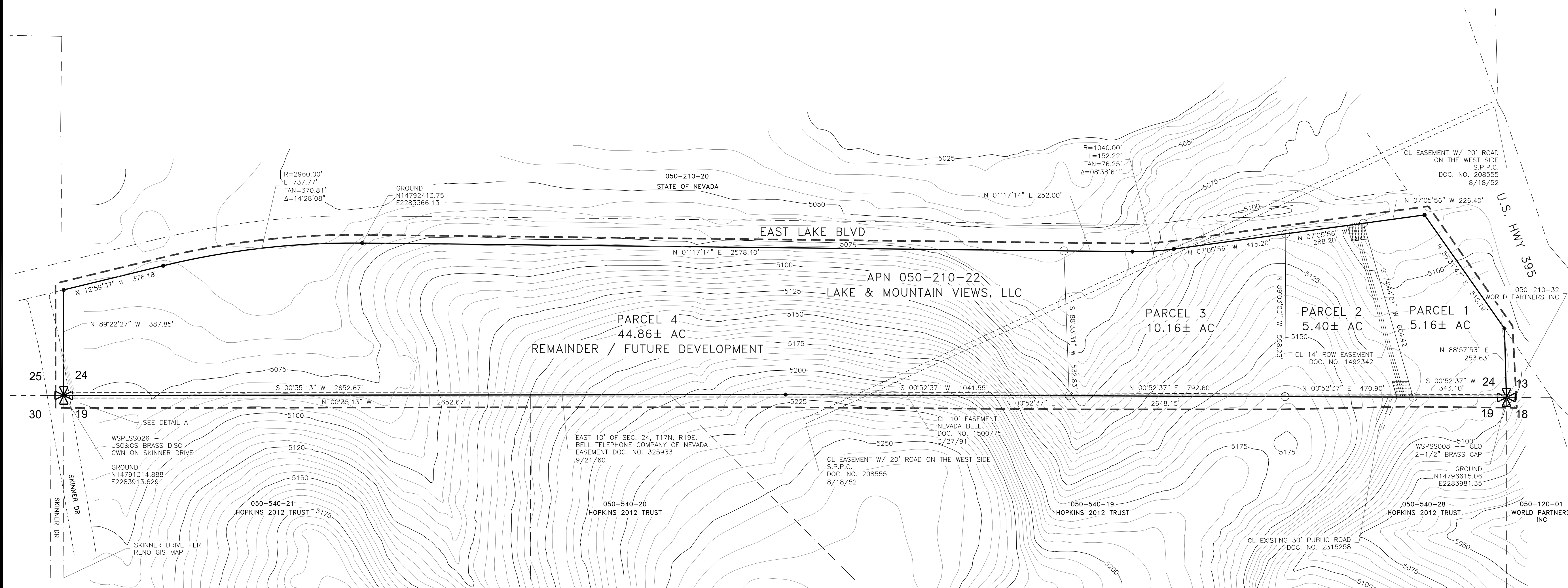
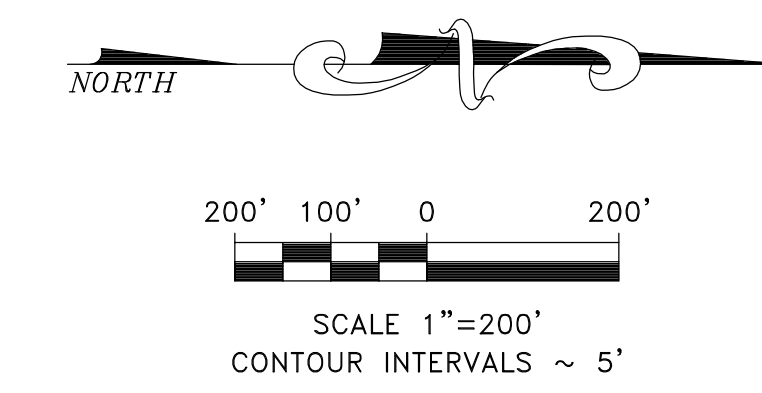
PARCEL 1	5.16 AC
PARCEL 2	5.40 AC
PARCEL 3	10.16 AC
PARCEL 4	44.86 AC
TOTAL	65.58 AC



TENTATIVE PARCEL MAP
FOR
LAKE & MOUNTAIN VIEWS, LLC
BEING A DIVISION OF APN: 050-210-22
SITUATE WITHIN THE E 1/2 E 1/2 OF SECTION 24, T.17N., R.19E, M.D.M
WASHOE COUNTY NEVADA

TEC CIVIL ENGINEERING CONSULTANTS
9437 DOUBLE DIAMOND PKWY, #17, RENO, NV
(775)352-7800 Fax (775)352-7929

SHEET	2
OF	2



TOPOGRAPHIC EXHIBIT

PARCEL AREA SUMMARY

PARCEL 1	5.16 AC
PARCEL 2	5.40 AC
PARCEL 3	10.16 AC
PARCEL 4	44.86 AC
TOTAL	65.58 AC

TENTATIVE PARCEL MAP
FOR
LAKE & MOUNTAIN VIEWS, LLC
BEING A DIVISION OF APN: 050-210-22
SITUATE WITHIN THE E 1/2 E 1/2 OF SECTION 24, T.17N., R.19E, M.D.M
WASHOE COUNTY NEVADA

9437 DOUBLE DIAMOND PKWY, #17, RENO, NV
(775)352-7800 Fax(775)352-7929

SHEET
1
OF
1

OWNER'S CERTIFICATE

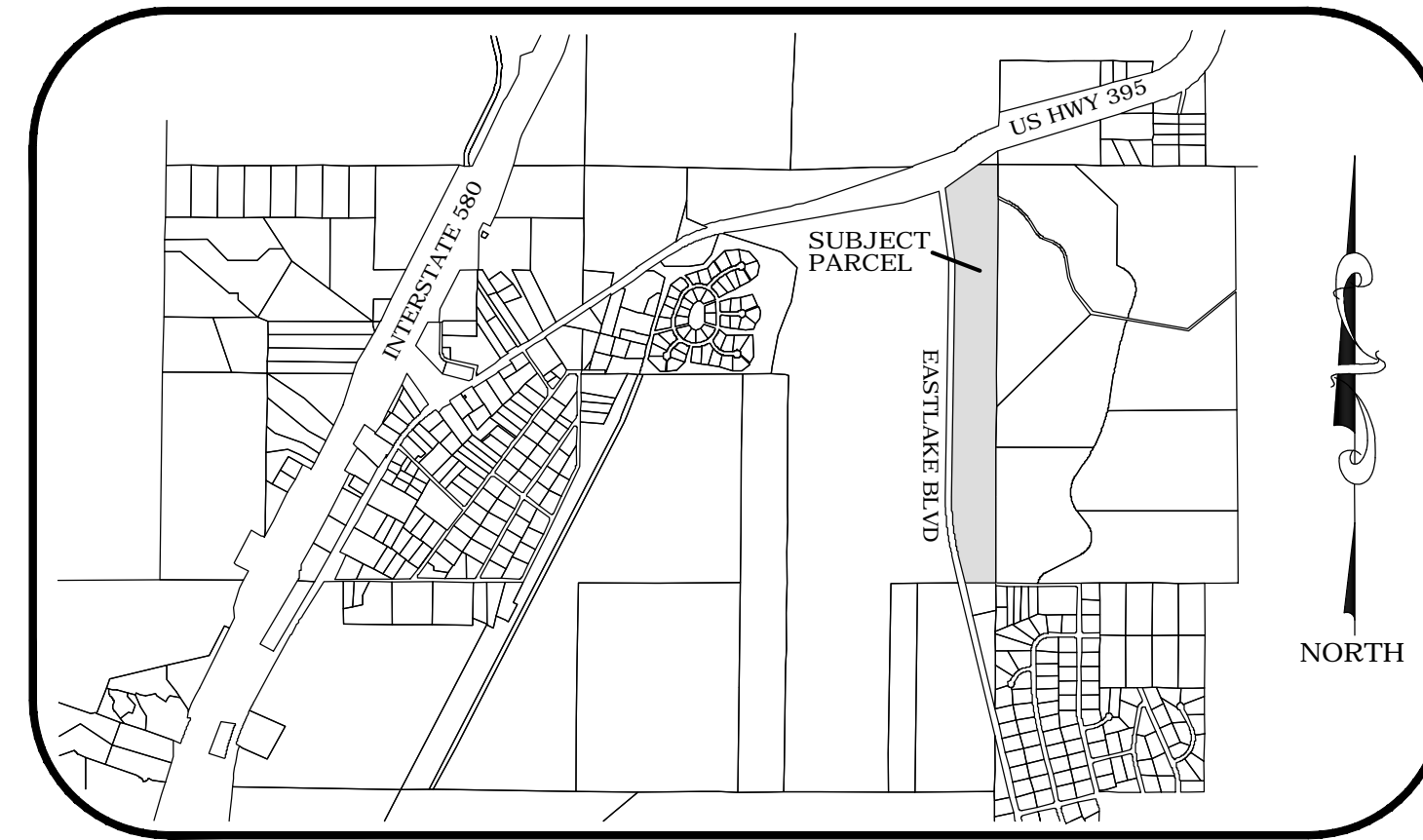
THIS IS TO CERTIFY THAT THE UNDERSIGNED, LAKE & MOUNTAIN VIEWS, LLC., ARE THE OWNERS OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278 AND THAT THE EASEMENTS SHOWN HEREON TO BE GRANTED PER THIS MAP ARE HEREBY GRANTED.

BY: _____ DATE _____
MICHAEL MERCHANT, LAKE & MOUNTAIN VIEWS, LLC.

STATE OF _____ S.S.
COUNTY OF _____

ON THIS _____ DAY OF _____, 2016, MICHAEL MERCHANT, DID PERSONALLY APPEAR BEFORE ME AND UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE _____
MY COMMISSION EXPIRES: _____



VICINITY MAP
N.T.S.

DIRECTOR OF PLANNING AND DEVELOPMENT CERTIFICATE

THE FINAL PARCEL MAP CASE PM _____, MEETS ALL THE APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP AND ITS CONDITIONS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE AND THOSE CONDITIONS HAVE BEEN SATISFIED FOR RECORDATION OF THIS MAP. THE OFFER(S) OF DEDICATION IS (ARE) REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NEVADA REVISED STATUTES CHAPTER 278.

THIS FINAL MAP IS APPROVED AND ACCEPTED THIS _____ DAY OF _____, 20____, BY THE DIRECTOR OF PLANNING AND DEVELOPMENT OF WASHOE COUNTY, NEVADA, IN ACCORDANCE WITH THE NEVADA REVISED STATUTES 278.471 THROUGH 278.4725.

_____ DATE _____
BILL WHITNEY

BY: _____
DIRECTOR OF PLANNING AND DEVELOPMENT DIVISION

TITLE COMPANY CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THE OWNERS SHOWN HEREON ARE THE OWNERS OF RECORD OF SAID LAND; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS AND THERE ARE NO LIENS OF RECORD AGAINST THE OWNERS FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES COLLECTED AS TAXES OR SPECIAL ASSESSMENTS EXCEPT AS SHOWN BELOW:

TICOR TITLE OF NEVADA, INC.

BY: _____ DATE _____

NAME _____

TITLE _____

TAX CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THE LAND SHOWN HEREON FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO NRS 361A.265.

APN: 050-210-22
WASHOE COUNTY TREASURER

BY: _____ DATE _____
DEPUTY

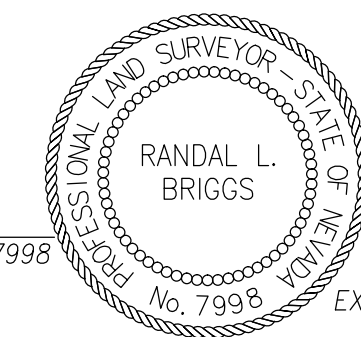
BY: _____
NAME

BY: _____
TITLE

SURVEYOR'S CERTIFICATE

I, RANDAL L. BRIGGS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, DO HEREBY CERTIFY THAT:

- 1) THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED UNDER MY SUPERVISION AT THE INSTANCE OF LAKE & MOUNTAIN VIEWS, LLC.
- 2) THE LANDS SURVEYED LIE WITHIN THE E 1/2 OF THE E 1/2 OF SECTION 24 T. 17 N., R. 19 E., M.D.M., AND THE SURVEY WAS COMPLETED ON AUGUST 3, 2016.
- 3) THIS PLAT COMPLIES WITH THE APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
- 4) THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.



_____ DATE _____
RANDAL L. BRIGGS, P.L.S. 7998 EXP. 12/31/16

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 _____ DATE _____

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND PERFORMED A TECHNICAL MAP CHECK OF THE GEOMETRIC DATA SHOWN HEREON, PURSUANT TO THAT INTERLOCAL AGREEMENT RECORDED AS DOC. No. 2233806 RECORDED IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA

BY: _____ DATE _____
MICHAEL E. GUMP, P.L.S. 13927
WASHOE COUNTY SURVEYOR

UTILITY COMPANIES' CERTIFICATE

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

SIERRA PACIFIC POWER COMPANY D.B.A. NV ENERGY _____ DATE _____

NOTARY NV ENERGY

STATE OF NEVADA }
COUNTY OF _____ } S.S.

ON THIS _____ DAY OF _____, 2016, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, IN THE COUNTY OF _____ AS A REPRESENTATIVE OF NV ENERGY, WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE ABOVE INSTRUMENT. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____

NEVADA BELL TELEPHONE COMPANY D.B.A. AT&T NEVADA _____ DATE _____

NOTARY NEVADA BELL

STATE OF NEVADA }
COUNTY OF _____ } S.S.

ON THIS _____ DAY OF _____, 2016, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, IN THE COUNTY OF _____ AS A REPRESENTATIVE OF NEVADA BELL TELEPHONE CO., DBA AT&T, WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE ABOVE INSTRUMENT. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____

CHARTER COMMUNICATIONS _____ DATE _____

NOTARY CHARTER COMMUNICATIONS

STATE OF NEVADA }
COUNTY OF _____ } S.S.

ON THIS _____ DAY OF _____, 2016, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, IN THE COUNTY OF _____ AS A REPRESENTATIVE OF CHARTER COMMUNICATIONS, WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE ABOVE INSTRUMENT. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____

WATER & SEWER RESOURCE REQUIREMENTS

THE PROJECT / DEVELOPMENT DEPICTED ON THIS MAP IS IN CONFORMANCE WITH THE PROVISIONS OF ARTICLE 422 OF WASHOE COUNTY CHAPTER 110 (DEVELOPMENT CODE).

WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT

TOTAL AREA ±65.58 AC

FILE NO. _____ FEE: _____ FILED FOR RECORD AT THE REQUEST OF _____ ON THIS _____ DAY OF _____, 2016, AT _____ MINUTES PAST _____ O'CLOCK, _____ M., OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA LAWRENCE R. BURTNES COUNTY RECORDER BY: _____ DEPUTY	TENTATIVE PARCEL MAP FOR LAKE & MOUNTAIN VIEWS, LLC BEING A DIVISION OF APN: 050-210-22 SITUATE WITHIN THE E 1/2 E 1/2 OF SECTION 24, T.17N., R.19E., M.D.M. WASHOE COUNTY, NEVADA	CIVIL ENGINEERING CONSULTANTS TEC 9437 DOUBLE DIAMOND PKWY., #17, RENO, NV (775)352-7800 Fax(775)352-7929	SHEET 1 OF 2
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