



Planning Commission Staff Report

Meeting Date: September 6, 2016

Subject: Abandonment Case Number: AB16-001

Applicant(s): Peter Ernaut, Ryan Dolan, James and Maureen Nunnally, Roland and Tina Scarselli, Lance Faulstich and Herbert and Susan Nichols

Agenda Item Number 8B

Summary: To accept dedication of Mil Drae Lane and, following the acceptance of dedication, to abandon Mil Drae Lane to the seven adjacent properties shown on the Mil Drae Country Estates Subdivision.

Recommendation: No Recommendation

Prepared by: Trevor Lloyd, Senior Planner
Washoe County Community Services Department
Division of Planning and Development

Phone: 775.328.3620
E-Mail: tlloyd@washoecounty.us

Description

Abandonment Case Number AB16-001 (Mil Drae Lane Abandonment) – Hearing, discussion, and possible action to (1) accept dedication of Mil Drae Lane and following the acceptance of dedication to (2) abandon Mil Drae Lane to the seven adjacent properties shown on the Mil Drae Country Estates Subdivision Tract Map #1568.

- Applicants/Property Owners: Ryan M. Dolan Family Trust
Roland and Tina Scarselli
Nunnally Family Trust
Ernaut Family Trust
Faulstich Family Trust
Herbert and Susan H Family Trust
- Location: Mil Drae Lane, approximately 1,500 feet north of the intersection of Huffaker and Del Monte
- Assessor's Parcel Number(s): 040-581-20
- Parcel Size: 2.523 acres
- Master Plan Category: Rural Residential (RR)
- Regulatory Zone: High Density Rural (HDR)
- Area Plan: Southwest Truckee Meadows
- Citizen Advisory Board: South Truckee Meadows/Washoe Valley
- Development Code: Article 806
- Commission District: 2 – Commissioner Lucey
- Section/Township/Range: Section 1, T18N, R19E, MDM, Washoe County, NV

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Abandonment Site Plan Exhibit B

Health District Letter..... Exhibit C

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Engineering and Capital Projects – Traffic Comments Exhibit E

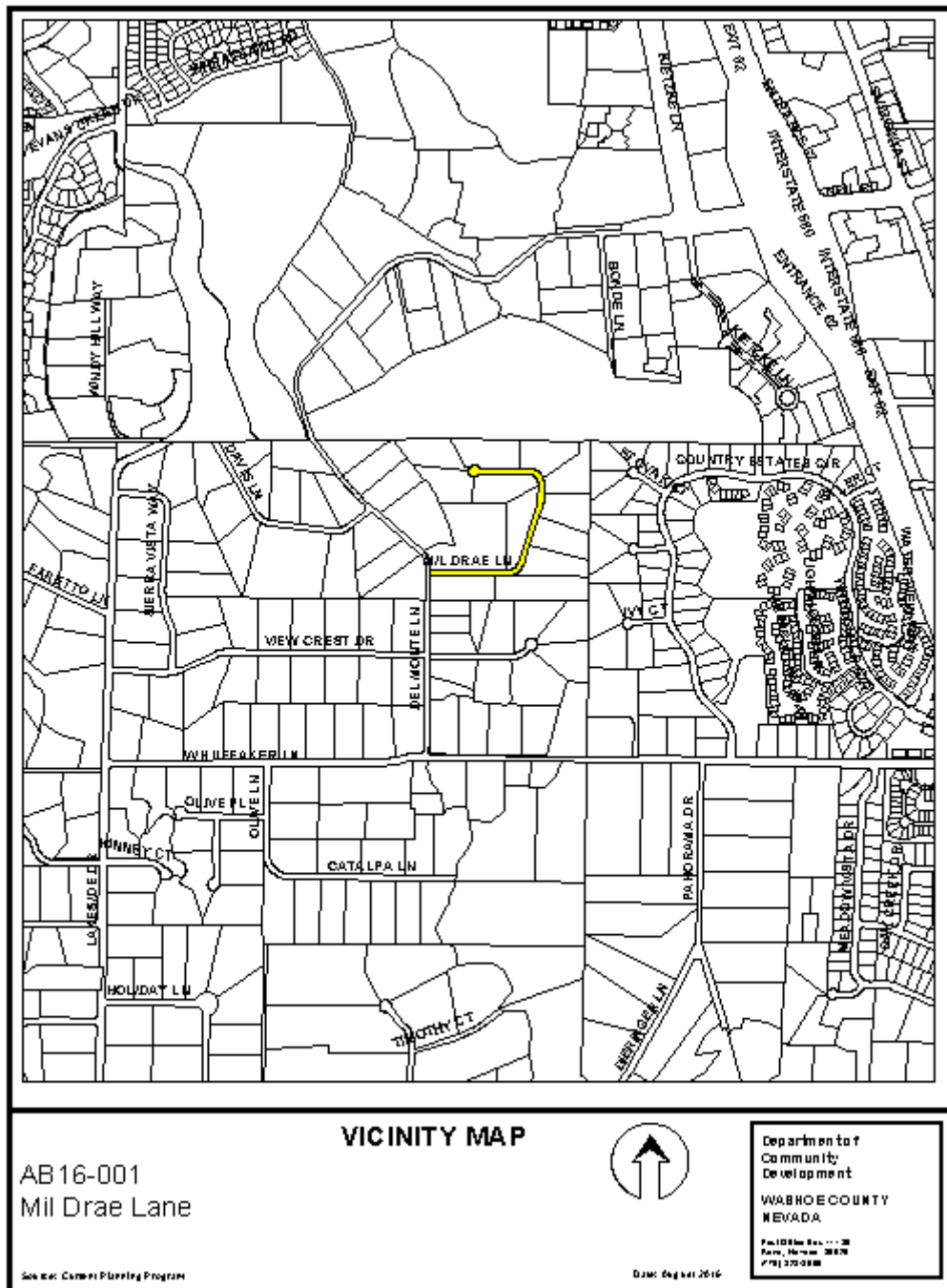
Regional Transportation Commission Letter Exhibit F

Project Application Exhibit G

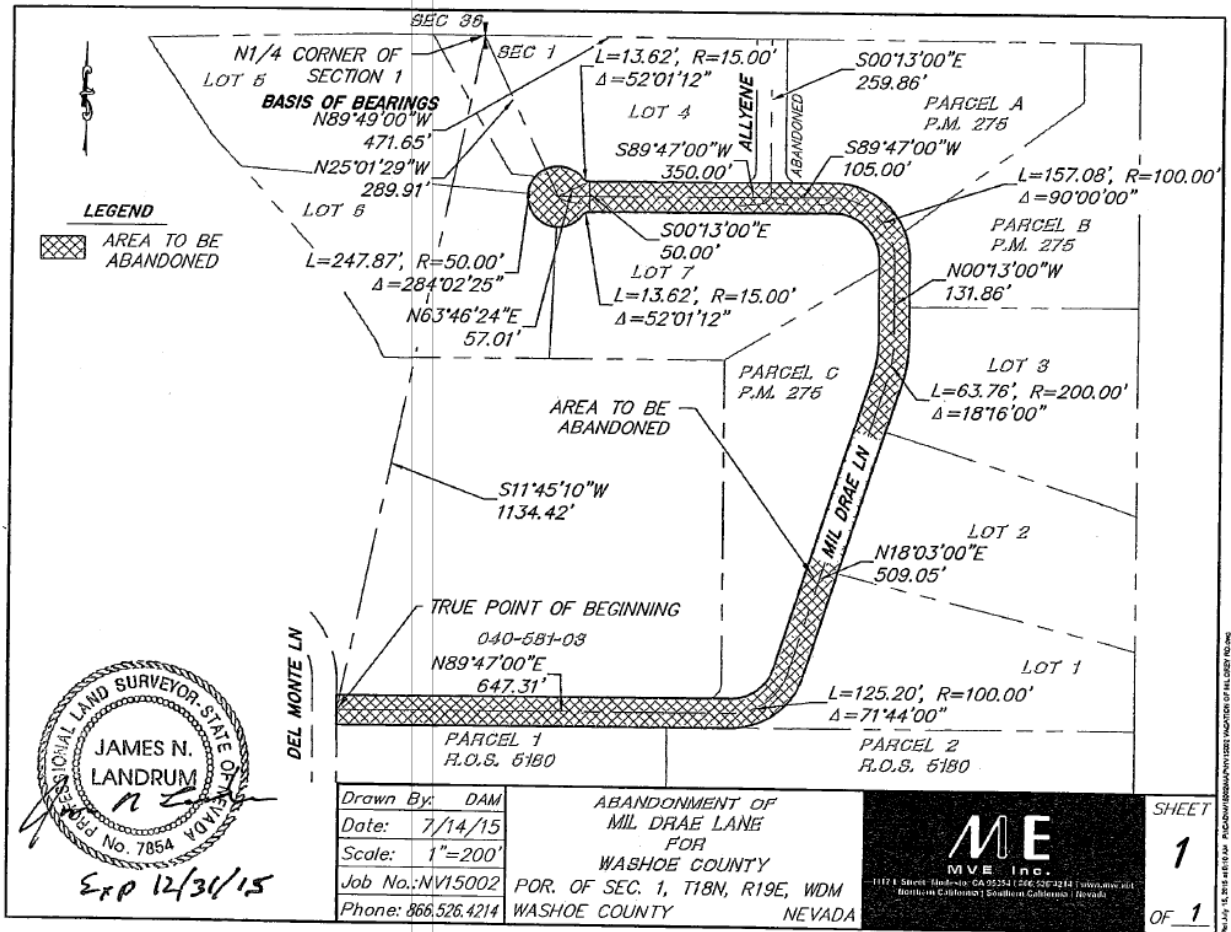
Abandonment Definition

The purpose of an abandonment is to allow for the vacation or abandonment of easements or streets. If the Planning Commission grants an approval of the Abandonment, that approval is subject to Conditions of Approval. Conditions of Approval are requirements that need to be completed prior to the recordation of the Resolution and Order of Abandonment.

The Resolution and Order of Abandonment is the legal record, prepared by the Engineering and Capital Projects Division which is recorded to complete the abandonment process. The Engineering and Capital Projects Division completes a technical review of the legal description, exhibit maps and any new easements, submitted by the applicants surveyor, that are required by the Conditions of Approval. When the Engineering and Capital Projects Division is satisfied that all conditions of approval have been met, then the Engineering and Capital Projects Division will record the Resolution and Order of Abandonment with the County Recorder. The abandonment is complete upon the recordation of the Resolution and Order of Abandonment with the County Recorder.



Vicinity Map



PROFESSIONAL LAND SURVEYOR, STATE OF NEVADA
 JAMES N. LANDRUM
 No. 7854
 Exp 12/31/15

Drawn By: DAM
 Date: 7/14/15
 Scale: 1"=200'
 Job No.: NV15002
 Phone: 866.526.4214

ABANDONMENT OF
 MIL DRAE LANE
 FOR
 WASHOE COUNTY
 POR. OF SEC. 1, T18N, R19E, WDM
 WASHOE COUNTY NEVADA

ME
 MVE Inc.
 1117 E Street, Reno, NV 89504 (775) 784-1111
 Website: www.mve.com

SHEET
1
 OF 1

Site Plan

Project Evaluation

The applicants are asking Washoe County to accept the dedication of Mil Drae Lane (APN: 040-581-20) and then abandon Mil Drae Lane to seven (7) adjacent property owners; refer to Exhibit B (Abandonment Site Plan). The applicants are proposing that easements will be granted to the three (3) additional Mil Drae Country Estates property owners described in the Mil Drae Country Estates Supplemental Declaration of Restriction dated December 3, 1981, refer to Exhibit C; but specifically excluding the property owners to the south of Mil Drae Lane that were not part of the original Mil Drae Country Estates.

On page one of the supplemental information within the application packet, it states that the same application was submitted and approved for Milabar Way (Allyene Way) as shown on the attached Resolution and Order of Abandonment dated October 8, 2008; refer to Exhibit D. Milabar Way was a ±233 foot long roadway “stub” that extended from Mil Drae Lane to the southern border of Anderson Park. Milabar Way was paved but the pavement stopped approximately 42 feet from the Anderson Park property line; no driveways were accessed off of Milabar Way.

The roadway that is subject to this abandonment request is a privately owned parcel with a regulatory zone of High Density Rural (HDR). According to current Assessor’s records, Mil Drae Lane is owned by a number of different property owners, many of whom differ from the seven original adjacent property owners shown on the Mil Drae Country Estates Subdivision Tract Map #1568.

No recommendation has been provided as staff cannot support the application as requested, as it would violate state law, specifically NRS 278.480(7) [See excerpt below], which makes it clear that an individual's right to claim a reversionary interest in the Lane, should it be abandoned, is not defined by his or her property’s inclusion within the 1976 Subdivision Map (Tract Map #1568). The owners of the properties south of Mil Drae Lane (Darrell and Wilma Bennett) currently claim to own a fee interest in Mil Drae Lane and have used Mil Drae Lane to access the rear of their property for the past two decades. Additionally, Mil Drae Lane is the sole source of ingress and egress for the eastern Bennett property (APN: 040-582-12). For these reasons, the application as submitted cannot meet the second required finding of No Detriment, as the proposed request would result in a material injury to the Darrell and Wilma Bennett.

NRS 278.480 (7) (excerpt and bold highlighted text added for emphasis)

*The order must be recorded in the office of the county recorder, if all the conditions of the order have been fulfilled, and upon the recordation, title to the street or easement **reverts to the abutting property owners in the approximate proportion that the property was dedicated by the abutting property owners or their predecessors in interest...***

Should the Planning Commission approve the proposed abandonment request, staff recommends that Mil Drae Lane be abandoned to all of the property owners who abut the roadway and that maintenance of the roadway shall be equally shared by each property owner.

Previous Action

The application was originally rejected by staff due lack of information required for the application; specifically the application did not contain all of the signed owner affidavits of the subject property (Mil Drae Lane). The applicants appealed the decision to the Board of Adjustment who confirmed the director’s decision and denied the appeal at their June 2, 2016 meeting. The item was then appealed to the Board of County Commissioners, who at their

August 9, 2016 meeting overturned the Board of Adjustment's denial and caused the abandonment application to proceed to the Planning Commission for final action.

South Truckee Meadows – Washoe Valley Citizen Advisory Board

Pursuant to Article 806, *Vacations and Abandonments of Easements and Streets*, proposals for abandonments or vacations are not required to be noticed to Citizen Advisory Boards.

Reviewing Agencies

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

- Washoe County Community Services Department
 - Engineering and Capital Projects
 - Planning and Development
 - Utilities
 - Traffic
- Washoe County Health District
- Truckee Meadows Fire Protection District
- Regional Transportation Commission
- Washoe-Storey Conservation District

Three out of the eight 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 should the Planning Commission approve the requested abandonment.

- Washoe County Planning and Development addressed access to adjoining properties.
Contact: Trevor Lloyd, 328-3620, tlloyd@washoecounty.us
- Engineering and Capital Projects addressed the need to maintain access, drainage and utility easements, and engineering requirements to record the abandonment.
Contact: Leo Vesely, 325-8032, lvesley@washoecounty.us
- Engineering and Capital Projects, Traffic stated need to maintain access to abutting properties, and addressed need to maintain stop sign and street sign.
Contact: Clara Lawson, 954-4648, clawson@washoecounty.us

Staff Comments on Required Findings

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

1. Master Plan. The abandonment or vacation is not consistent with the policies, action programs, standards and maps of the Master Plan and the Southwest Truckee Meadows Area Plan.

Staff Comments: *The abandonment as proposed is not consistent with the policies, action programs and standards of the Master Plan and the Southwest Truckee Meadows Area Plan.*

2. No Detriment. The abandonment or vacation does results in a material injury to the public.

Staff Comments: *As proposed, the abandonment would materially injure the public, specifically; it would remove the sole access to APN: 040-582-12.*

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

Staff Comments: *Existing public utility easements can be reasonably relocated.*

Staff cannot make a recommendation based on staff's determination that the requested abandonment does not meet the criteria of findings one and two; therefore staff is offering motions for both approval and denial.

Motion for Approval

I move that after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Washoe County Planning Commission approve Abandonment Case Number AB16-001 for Mil Drae Lane, having made all three findings in accordance with Washoe County Code Section 110.806.20:

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

Motion for Denial

I move that after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Washoe County Planning Commission deny Abandonment Case Number AB16-001 for Mil Drae Lane, having been unable to make all three required findings in accordance with Washoe County Code Section 110.806.20:

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

Appeal Process

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

xc: Applicants/Owners: Pete Ernaut, 500 Mil Drae Ln, Reno, NV 89511
Ryan M. Dolan, 460 Mil Drae Ln, Reno, NV 89511
James and Maureen Nunnally, 490 Mil Drae Ln, Reno, NV 89511
Roland and Tina Scarselli, 470 Mil Drae Ln, Reno, NV 89511
Lance Faulstich, 510 Mil Drae Ln, Reno, NV 89511
Herbert and Susan Nichols, 495 Mil Drae Ln, Reno, NV 89511

Representatives: Lewis, Roca, Rothgerber, Christie; Attn: Garrett Gordon, 50 W. Liberty Street #410, Reno, NV 89501



Conditions of Approval

Abandonment Case Number: AB16-001

The project approved under Abandonment Case Number AB16-001 shall be carried out in accordance with the Conditions of Approval granted by the Planning Commission on September 6, 2016. 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 Abandonment shall be met prior to recordation of the Resolution and Order of Abandonment. Prior to recordation of the Resolution and Order of Abandonment, each agency shall determine when compliance of their specific conditions is met by the applicant as set forth in the Conditions of Approval. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the CSD – Planning and Development.

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

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

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

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

Washoe County Planning and Development

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

Contact Name – Trevor Lloyd, Senior Planner, 775.328.3620, tlloyd@washoecounty.us

- a. The applicant shall demonstrate substantial conformance to the plans approved as part of this abandonment action. The County Engineer shall determine compliance with this condition.

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

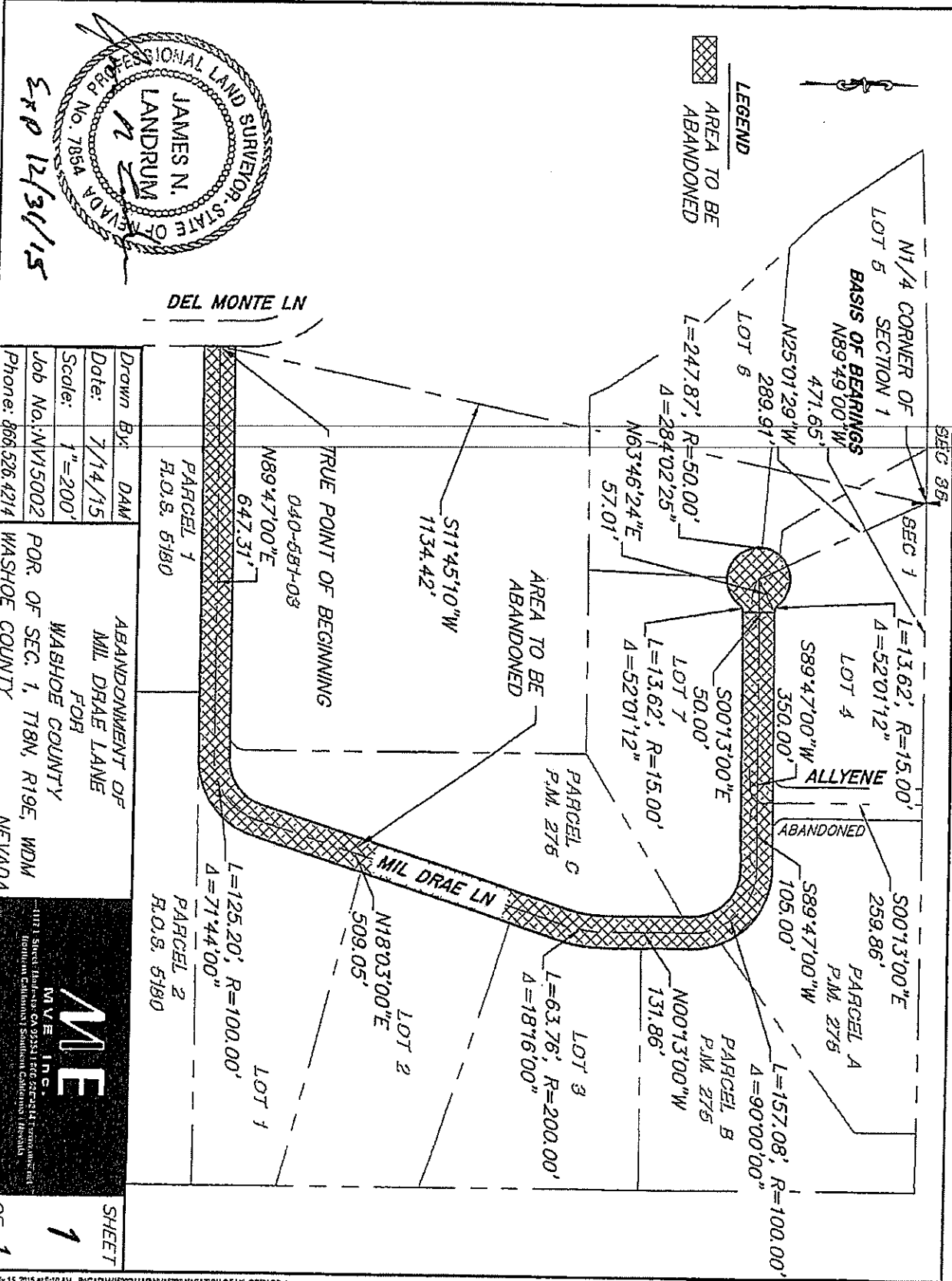
Washoe County Engineering and Capital Projects

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

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

- a. Prior to recordation of the Order of Abandonment, the applicant shall submit legal descriptions to the Engineering Division for review and approval. The legal descriptions shall be prepared by a registered professional and shall be for the area(s) of abandonment, and any new easements that may be required. The Engineering Division shall determine compliance with this condition.
- b. Retention of all public utility easements and/or relocation of all public utility easements to the satisfaction of and at no expense to Washoe County or the existing public utilities that originally accepted and approved said easements as well as any other public utilities now in existence that currently utilize said easements. Said relocations shall be evidenced by the recordation of properly executed documents reflecting the grant of the new easements (if required) to said public utilities and the relinquishment by said public utilities of their former easements.
- c. Retention of all drainage facilities and/or easements or relocation of said drainage facilities and/or easements to the satisfaction of and at no expense to Washoe County. Said relocations shall be evidenced by the recordation of properly executed documents reflecting the grant of the new easements.
- d. In the same location as the existing Mil Drae Lane right-of-way, a 50 foot wide non-exclusive access and public utility easement, for the benefit of all abutting parcels including those that adjoin but that may not have be part of the original development, shall be granted and recorded prior to the recordation of the Order of Abandonment. The County Engineer shall determine compliance with this condition.
- e. The maintenance of the stop sign and the street name sign at Del Monte Lane and Mil Drae Lane will be by the property owners along Mil Drae Lane.

*** End of Conditions ***



Drawn By: DAM
 Date: 7/14/15
 Scale: 1"=200'
 Job No.: NV15002
 Phone: 866.526.4214

ABANDONMENT OF
 MIL DRAE LANE
 FOR
 WASHOE COUNTY
 POR. OF SEC. 1, T18N, R19E, WDM
 NEVADA

MVE Inc.
 11121 Street, Reno, NV 89521
 Telephone: 775.784.4444
 Fax: 775.784.4444

SHEET
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 OF 1

WASHOE COUNTY HEALTH DISTRICT

ENHANCING QUALITY OF LIFE

February 22, 2016

Trevor Lloyd, Senior Planner
Washoe County Community Services
Planning and Development Division
PO Box 11130
Reno, NV 89520-0027

RE: Mil Drae Lane Abandonment; 040-581-20
Abandonment; AB16-001

Dear Mr. Lloyd:

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

1. Environmental Health has no objections to the abandonment of Mil Drae Lane. All parcels located on parcels utilizing Mil Drae Lane appear to be serviced by individual on-site sewage disposal systems and domestic wells.
2. Any proposed grading or alteration of easements is required to meet the current regulations of the WCHD regulations governing Sewage, Wastewater, and Sanitation.
3. Vector has no comments on this application.

If you have any questions regarding the foregoing, please call Jim English 328-2610 or Jim Shaffer 785-4599 regarding engineering or vector comments, respectively.

Sincerely,

James English
Environmental Health Specialist Supervisor
Environmental Health Services

J.L. Shaffer
Program Coordinator/Planner
Vector-Borne Diseases Program
Environmental Health Services

JE/JS:/je

cc: File - Washoe County Health District
Garrett Gordon – ggordon@lrrc.com

ENVIRONMENTAL HEALTH SERVICES

1001 East Ninth Street | P.O. Box 11130 | Reno, Nevada 89520
775-328-2434 | Fax: 775-328-6176 | washoecounty.us/health
Serving Reno, Sparks and all of Washoe County, Nevada | Washoe County is an Equal Opportunity Employer

AB16-001
EXHIBIT C



Public Health
Prevent. Promote. Protect.



WASHOE COUNTY

COMMUNITY SERVICES DEPARTMENT

Engineering and Capital Projects Division

"Dedicated to Excellence in Public Service"

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

INTEROFFICE MEMORANDUM

DATE: March 08, 2016
TO: Trevor Lloyd, Planning and Development Division
FROM: Leo R. Vesely, P.E., Engineering and Capitol Projects Division
SUBJECT: **AB16-001**
APN 040-581-20
MIL DRAE LANE ABANDONMENT

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

1. Prior to recordation of the Order of Abandonment, the applicant shall submit legal descriptions to the Engineering Division for review and approval. The legal descriptions shall be prepared by a registered professional and shall be for the area(s) of abandonment, and any new easements that may be required. The Engineering Division shall determine compliance with this condition.
2. Retention of all public utility easements or relocation of all public utility easements to the satisfaction of and at no expense to Washoe County or the existing public utilities that originally accepted and approved said easements as well as any other public utilities now in existence that currently utilize said easements. Said relocations shall be evidenced by the recordation of properly executed documents reflecting the grant of the new easements (if required) to said public utilities and the relinquishment by said public utilities of their former easements.
3. Retention of all drainage easements or relocation of all drainage easements to the satisfaction of and at no expense to Washoe County as well as any drainage facilities now in existence that currently utilize said easements. Said relocations shall be evidenced by the recordation of properly executed documents reflecting the grant of the new easements.
4. In the same location as the existing Mil Drae Lane right-of-way, a 50 foot wide non-exclusive access and public utility easement, for the benefit of all abutting parcels, shall be granted and recorded prior to the recordation of the Order of Abandonment. The County Engineer shall determine compliance with this condition.
5. The applicant shall comply with conditions necessary to effect the Resolution and Order of Abandonment within two (2) years from the date of the action by the Planning Commission or this conditional abandonment will be null and void.

LRV/lrv

AB16-001
EXHIBIT D

From: Lawson, Clara
Sent: Wednesday, February 24, 2016 8:24 AM
To: Lloyd, Trevor
Cc: Gump, Mike
Subject: AB16-001 Mil Drae Lane Abandonment

Follow Up Flag: Follow up
Flag Status: Flagged

My recommendations for approval are;

1. All properties that abut Mil Drae Lane will continue to have access.
2. The maintenance of the stop sign and street name sign at Del Monte Lane and Mil Drae Lane will be by the property owners along Mil Drae Lane.

Clara Lawson, PE, PTOE, Licensed Engineer
Washoe County | Community Services Dept | Engineering Division 1001 E. Ninth St., Reno NV
89520
clawson@washoecounty.us | o 775-328-3603 | fax 775-328-3699

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REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 1, 2016

FR: Chrono/PL 183-16

Mr. Bill Whitney, Division Director
Community Services Department
Washoe County
P.O. Box 11130
Reno, NV 89520

RE: AB16-001 (Mil Drae Lane Abandonment)

Dear Mr. Whitney,

We have reviewed the above application and have no comments at this time.

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

Sincerely,

A handwritten signature in black ink that reads "Rebecca Kapuler". The signature is fluid and cursive.

Rebecca Kapuler
Planner

RK/jm

Copies: Trevor Lloyd, Washoe County Community Services
Debra Goodwin, Regional Transportation Commission
Julie Masterpool, Regional Transportation Commission
Tina Wu, Regional Transportation Commission
David Jickling, Regional Transportation Commission

/Washoe County no comment 030816

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: Mil Drae Lane Abandonment			
Project Description: This application requests Washoe County to accept the offer of dedication of Mil Drae Lane as described on Subdivision Tract Map #1568 (the "Tract Map"), then to abandon Mil Drae Lane to the original seven property owners as shown on the Tract Map.			
Project Address: Mile Drae Lane; APN 040-581-20			
Project Area (acres or square feet): 2.523 acres			
Project Location (with point of reference to major cross streets AND area locator): Mil Drae Lane (cross street is Del Monte Lane)			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No(s):	Parcel Acreage:
APN 040-581-20	2.523		
Section(s)/Township/Range: POR. N 1/2 SEC. 1, T18N - R19E			
Indicate any previous Washoe County approvals associated with this application:			
Case No.(s). Abandonment Case No. AB07-005			
Applicant Information (attach additional sheets if necessary)			
Property Owner:		Professional Consultant:	
Name: See attached property owners affidavits		Name: Lewis Roca Rothgerber Christie	
Address: 615 Riverside Drive		Address: 50 W. Liberty Street #410	
Reno, Nevada	Zip: 89503	Reno, Nevada	Zip: 89501
Phone: 775-323-1611	Fax:	Phone: 775-321-3420	Fax: 775-321-5569
Email: pete.ernaut@rrpartners.com		Email: ggordon@lrrc.com	
Cell:	Other:	Cell: 775-762-6765	Other:
Contact Person: Pete Ernaut		Contact Person: Garrett Gordon, Esq.	
Applicant/Developer:		Other Persons to be Contacted:	
Name: See attached property owners affidavits		Name:	
Address: 615 Riverside Drive		Address:	
Reno, Nevada	Zip: 89503		Zip:
Phone: 775-323-1611	Fax:	Phone:	Fax:
Email: pete.ernaut@rrpartners.com		Email:	
Cell:	Other:	Cell:	Other:
Contact Person: Pete Ernaut		Contact Person:	
For Office Use Only			
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

Abandonment Application Supplemental Information

(All required information may be separately attached)

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

1. What is the abandonment being requested?

This is a request for Washoe County to accept dedication of Mil Drae Lane (APN 040-581-20), then abandon Mil Drae Lane to the seven (7) adjacent properties shown on the Mil Drae Country Estates Subdivision Tract Map #1568. This is supported by NRS 278.480(7).

The same application was submitted and approved for Milabar Way (Allyene Way) as shown on the attached Resolution and Order of Abandonment dated October 8, 2008 (attached as Exhibit A).

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

Mil Drae Country Estates Subdivision Tract Map #1568 (attached as Exhibit B)

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

Mil Drae Lane will be used as a private driveway for the ten (10) properties located in the Mil Drae Country Estates.

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

Easements will be granted to the three (3) additional Mil Drae Country Estates property owners described in the Mil Drae Country Estates Supplemental Declaration of Restrictions dated December 3, 1981 attached hereto Exhibit C.

The initial Mil Drae Country Estates Declaration of Covenants, Restrictions, Easements and Reservations dated April 22, 1976 is attached hereto as Exhibit D.

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

The ten (10) properties in the Mil Drae Country Estates will each have access to Mil Drae Lane. Other properties in the vicinity have legal access to Del Monte Lane.

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

Yes

No

**Abutting Property Owners Dedicating
Mil Drae Lane (APN 040-581-20)
As Shown on Mil Drae Lane Country Estates Subdivision Tract Map #1568**

1. Ryan M. Dolan Family Trust (APN 040-582-02)
2. Roland and Tina Scarselli (APN 040-582-03)
3. Nunnally Family Trust (APN 040-582-04)
4. Ernaut Family Trust (APN 040-581-19)
5. Faulstich Family Trust (APN 040-581-12)
6. Herbert and Susan H Family Trust (APN 040-581-13)
7. Herbert and Susan H Family Trust (APN 040-581-14)

Property Owner Affidavit

Applicant Name: Ryan M. Dolan

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, Ryan M Dolan
(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): 040-582-02

Printed Name Ryan M. Dolan

Signed [Signature]

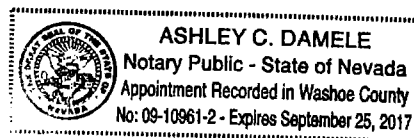
Address 460 MILORAE LN
RENO, NV 89511

Subscribed and sworn to, before me this 13th day of August, 2015.

(Notary Stamp)

Ashley C. Damele
Notary Public in and for said county and state

My commission expires: 9/25/17



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

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

Property Owner Affidavit

Applicant Name: ROLAND AND TINA SCARSELLI

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, TINA SCARSELLI
(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): 040-582-03

Printed Name TINA SCARSELLI

Signed Tina Scarselli

Address 470 Mildrae Lane

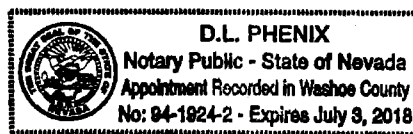
Reno, No. 89511

Subscribed and sworn to before me this 14th day of October, 2015

D.L. Phenix WASHOE NV
Notary Public in and for said county and state

My commission expires: July 3, 2018

(Notary Stamp)



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

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

Property Owner Affidavit

Applicant Name: ROLAND AND TINA SCARSELLI

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, ROLAND SCARSELLI
(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): 040-582-03

Printed Name ROLAND SCARSELLI

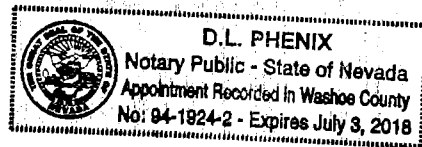
Signed Roland Scarselli

Address 470 MIDRAE LANE
RENO, NV, 89511

Subscribed and sworn to before me this 14th day of October, 2015

D.L. Phenix WASHOE NV
Notary Public in and for said county and state
My commission expires July 3, 2018

(Notary Stamp)



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

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

Property Owner Affidavit

Applicant Name: James Edwin NUNNALLY

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

STATE OF NEVADA)
COUNTY OF WASHOE)

I, James Edwin NUNNALLY (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): 040-582-04

Printed Name James Edwin NUNNALLY

Signed James Edwin Nunnally

Address 490 MIDRAE LANE

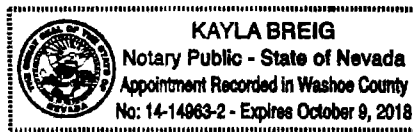
RENO, NV 89511

State of Nevada, County of Washoe

Subscribed and sworn to before me this 2 day of September, 2015.

(Notary Stamp)

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



My commission expires: 9 Oct. 2018

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

- Owner (checked)
Corporate Officer/Partner
Power of Attorney
Owner Agent
Property Agent
Letter from Government Agency with Stewardship

Property Owner Affidavit

Applicant Name: Maureen J Nunnally

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, MAUREEN J NUNNALLY
(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): 040-582-04

Printed Name Maureen J. Nunnally

Signed [Signature]

Address 490 Mildrae Lane

Reno, NV. 89511

State of Nevada, County of Washoe

Subscribed and sworn to before me this 2 day of September 2015.

(Notary Stamp)

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



My commission expires: 9 Oct. 2018

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

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

Property Owner Affidavit

Applicant Name: PETE ERNALT

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, PETE ERNALT
(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): 040-581-19

Printed Name PETE ERNALT

Signed [Signature]

Address 500 W. ISRAEL LN
RENO, NV 89511

Subscribed and sworn to before me this 13th day of August, 2015.

Washoe County, NV
Notary Public in and for said county and state

My commission expires: 9/25/2017

(Notary Stamp)
Ashley C. Damele
ASHLEY C. DAMELE
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 09-10961-2 - Expires September 25, 2017

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

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

Property Owner Affidavit

Applicant Name: Lance Faulstich

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, Lance Faulstich
(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): 040 - 581 - 12

Printed Name LANCE FAULSTICH

Signed [Signature]

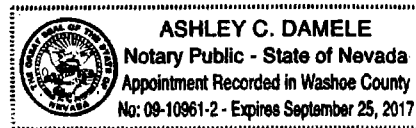
Address 510 MILDRAE LANE
RENO NV. 89511

Subscribed and sworn to before me this 14th day of October, 2015

(Notary Stamp)

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

My commission expires: September 25, 2017



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

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

Property Owner Affidavit

Applicant Name: HERBERT AND SUSAN NICHOLS

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STATE OF NEVADA)
COUNTY OF WASHOE)

I, HERBERT L NICHOLS
(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): 04058113

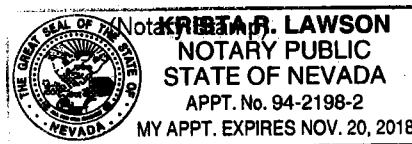
Printed Name HERBERT L NICHOLS

Signed [Signature]

Address 495 MILDRAE LANE
RENO, NV 89511

Subscribed and sworn to before me this 13 day of Aug, 2015.

[Signature]
Notary Public in and for said county and state
Krista R Lawson
My commission expires: 11/18/2018



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

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

Property Owner Affidavit

Applicant Name: HERBERT AND SUSAN Nichols

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, SUSAN H NICHOLS
(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): 04058113

Printed Name SUSAN H NICHOLS

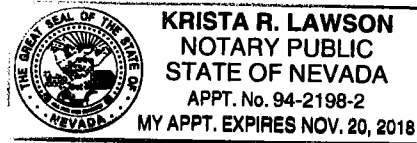
Signed Susan H. Nichols

Address 495 MILDRAE LANE
RENO, NV 89511

Subscribed and sworn to before me this 13 day of Aug, 2015.

Krista R. Lawson
Notary Public in and for said county and state
My commission expires: 11/20/18

(Notary Stamp)



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

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

Property Owner Affidavit

Applicant Name: Herbert and Susan Nichols

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STATE OF NEVADA)
COUNTY OF WASHOE)

I, Susan H Nichols
(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): 04058114

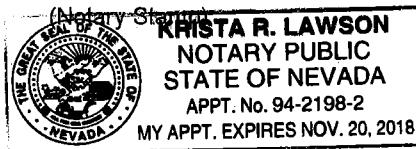
Printed Name Susan H Nichols

Signed Susan H. Nichols

Address 495 MILDRAE LANE
RENO, NV 89511

Subscribed and sworn to before me this 13 day of Aug 2015.

Krista R Lawson
Notary Public in and for said county and state
My commission expires: 11/20/18



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

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

Property Owner Affidavit

Applicant Name: HERBERT AND SUSAN NICHOLS

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STATE OF NEVADA)
COUNTY OF WASHOE)

I, HERBERT L NICHOLS
(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): 04058114

Printed Name HERBERT L NICHOLS

Signed [Signature]

Address 495 MILDRAE LANE

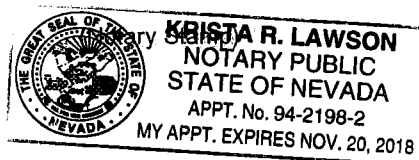
RENO, NV 89511

Subscribed and sworn to before me this 13 day of Aug, 2015

[Signature]

Notary Public in and for said county and state

Krista R. Lawson
My commission expires: 11/20/2018



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

- Owner
- Corporate Officer/Partner (Provide copy of recorded 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

Washoe County
Legal Description
APN 040-581-20

ABANDONMENT OF MIL DRAE LANE

All that certain real property, situate within a portion of Section 1, Township 18 North, Range 19 East, Mount Diablo Meridian, County of Washoe, State of Nevada, being Mil Drae Lane as shown on that certain "Subdivision Tract Map of Mil Drae Estates", recorded on April 16, 1976, as Subdivision Tract Map No. 1568, File No. 404602, Official Records of Washoe County, Nevada, the centerline of which is more particularly described as follows:

COMMENCING at the North One Quarter corner of said Section 1, thence South $11^{\circ}45'10''$ West a distance of 1134.42 feet to the intersection of the centerline of said Mil Drae Lane and the Easterly right of way line of Del Monte Lane and the **TRUE POINT OF BEGINNING**;

Thence along the centerline of the 50.00 foot wide Mil Drae Lane, said right of way being 25.00 feet each side of centerline, North $89^{\circ}47'00''$ East a distance of 647.31 feet to the beginning of a 100.00 foot radius curve concave Northwesterly;

Thence along said 100.00 foot radius curve to the left, through a delta angle of $71^{\circ}44'00''$ and an arc length of 125.20 feet to a point of tangent;

Thence North $18^{\circ}03'00''$ East a distance of 509.05 feet to the beginning of a 200.00 foot radius curve concave Westerly;

Thence along said 200.00 foot radius curve to the left, through a delta angle of $18^{\circ}16'00''$ and an arc length of 63.76 feet to a point of tangent;

Thence North $00^{\circ}13'00''$ West a distance of 131.86 feet to the beginning of a 100.00 foot radius curve concave Southwesterly;

Thence along said 100.00 foot radius curve to the left, through a delta angle of $90^{\circ}00'00''$ and an arc length of 157.08 feet to a point of tangent;

Thence South $89^{\circ}47'00''$ West a distance of 105.00 feet to the intersection of the previously abandoned centerline of Allyene Way (also known as Milabar Way);

Thence continuing along the centerline of Mil Drae Lane South $89^{\circ}47'00''$ West a distance of 350.00 feet to the center of a 50.00 foot radius Cul-de-Sac and the Northwesterly end of Mil Drae Lane.

The Right of Way abandonment of the Cul-de-Sac at the Northwesterly end of Mil Drae Lane is further described as follows:

COMMENCING at the center of said 50.00 foot Cul-de-Sac of Mil Drae Lane, thence North 63°46'24" East a distance of 57.01 to a point on the Northerly Right of Way line of Mil Drae Lane and the beginning of a 15.00 foot curve concave to the Northeast and the **TRUE POINT OF BEGINNING** of said Cul-de-Sac Right of Way abandonment;

Thence along said 15.00 foot radius curve to the right, through a delta of 52°01'12" and an arc length of 13.62 feet to the point of reverse curvature and a 50.00 foot radius curve concave to the East;

Thence along said 50.00 foot radius curve through a delta of 284°02'25" and an arc length of 247.87 feet to the point of reverse curvature and a 15.00 foot radius curve concave to the Southeast;

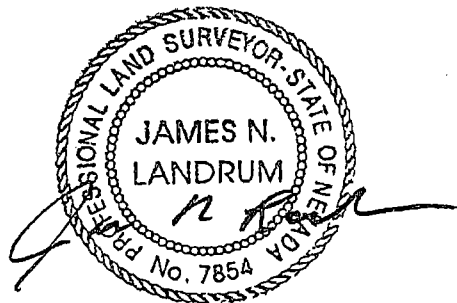
Thence along said 15.00 foot radius curve to the right, through a delta of 52°01'12" and an arc length of 13.62 feet to a point on the Southerly Right of Way line of Mil Drae Lane; said point also being South 00°13'00" East a distance of 50.00 feet from the **TRUE POINT OF BEGINNING** of said Cul-de-Sac Right of Way abandonment;

Said Mil Drae Lane abandonment shall include any necessary extension or reduction of both sides of said 50.00 foot wide Mil Drae Lane Right of Way Lines to match the Easterly Right of Way line of Del Monte Lane, the 50.00 foot radius Cul-de-Sac and 15.00 foot reverse curves at the Northwesterly end of Mil Drae Lane as shown on the attached Exhibit.

This abandonment of Mil Drae Lane containing an area of 109,943 square feet of land, more or less.

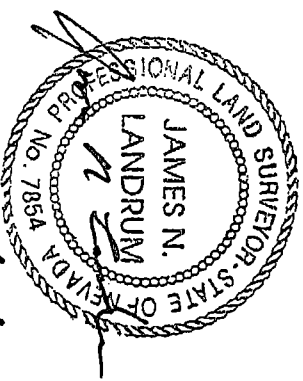
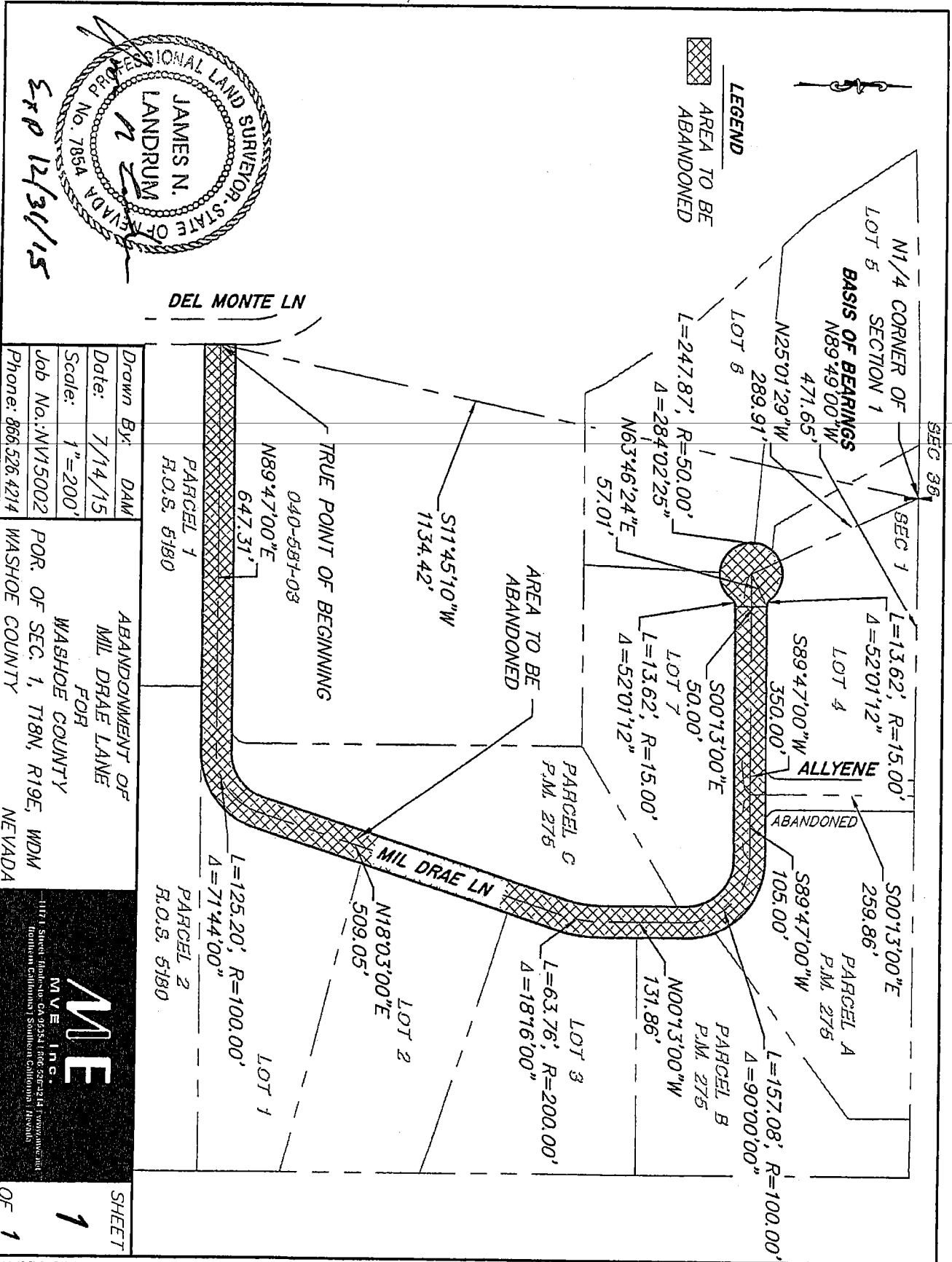
BASIS OF BEARINGS: The North line of the Northeast Quarter of said Section 1 as shown on the "Subdivision Tract Map of Mil Drae Estates", recorded on April 16, 1976, as Subdivision Tract Map No. 1568, File No. 404602, Official Records of Washoe County, Nevada, shown as North 89°49'00" West.

Prepared by:
James N. Landrum, PLS 7854
1117 L Street
Modesto, Ca. 95354
866-526-4214



Expires 12/31/2015

Dated: July 15, 2015



ABANDONMENT OF MIL DRAE LANE FOR WASHOE COUNTY POR. OF SEC. 1, T18N, R19E, WDM WASHOE COUNTY NEVADA

MVE INC.
 1171 Street Home Ave. CA 92541, 1866-526-1214
 Fontana, California | Southern California | Nevada

SHEET 1 OF 1

EXHIBIT "A"

DOC # 3694825

10/08/2008 08:18:23 AM
Requested By
WASHOE COUNTY ENGINEERING DIV
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT:
Page 1 of 5

APN: 040-581-15

When recorded return to:
Washoe County Engineering Division
Attn: Kimble Corbridge, P.E.



RESOLUTION AND ORDER OF ABANDONMENT

WHEREAS, the Washoe County Planning Commission did receive a petition to abandon the right-of-way of Milabar Way (formerly Allyene Way) as shown on Tract Map No. 1568. The area is designated High Density Rural in the Southwest Truckee Meadows Area Plan and situated in the NE ¼ of Section 1, T18N, R19E, M.D.B. & M. Washoe County, Nevada; and

WHEREAS, pursuant to NRS 244.276 and 278.480 the County of Washoe has the power to vacate the right-of-way; and

WHEREAS, the utility companies relinquished their rights to the public utility easement per Document No. 3678534 recorded in Washoe County; and

WHEREAS, upon evidence presented by the County Engineer and other interested persons, the Washoe County Planning Commission finds 1) that the abandonment request is not inconsistent with the land use map and policies of the Southwest Truckee Meadows Area Plan; and 2) that the public will not be materially injured by the proposed vacation; and 3) that any other existing easements in the area are not affected by the proposed vacation; and 4) that the Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting; and

WHEREAS, the Washoe County Planning Commission ordered on June 7, 2007, the abandonment of the above-mentioned right-of-way.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE WASHOE COUNTY PLANNING COMMISSION that the following described right-of-way be abandoned and that this Order of Abandonment be recorded in the Office of the Washoe County Recorder pursuant to NRS 278.480.

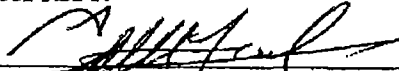
See attached Exhibit "A" - Abandonment of Milabar Way

WASHOE COUNTY PLANNING COMMISSION
WASHOE COUNTY, NEVADA

By: Christy Magers
CHRISTY MAGERS, Chair

10/7/08
Date

ATTEST:


ADRIAN P. FREUND, AICP
Secretary to the Planning Commission

Milabor Way Resolution and Order of Abandonment.doc

EXHIBIT A

Washoe County
Legal Description
Portion of APN 040-581-15
Abandonment of Milabar Way

All that certain real property, situate within a portion of Section 1, T18N, R19E, MDM, County of Washoe, State of Nevada, being Allyene Way (now Milabar Way) as shown on that certain "Subdivision Tract Map of Mil Drae Country Estates", recorded on April 16, 1976, as Subdivision Tract Map No. 1568, File No. 404602, Official Records of Washoe County, Nevada, more particularly described as follows:

BEGINNING at the northeast corner of Lot 4 as shown on said Subdivision Tract Map No. 1568, said point also the northwest corner of said Allyene Way;

Thence along the northerly line of said Allyene Way, S 89°49'00" E, 50.00 feet;

Thence along the easterly line of said Allyene Way, S 00°13'00" E, 214.67 feet;

Thence along the arc of a tangent curve to the left, having a radius of 20.00 feet, through a central angle of 90°00'00" and an arc length of 31.42 feet;

Thence departing said easterly line, S 89°47'00" W, 90.00 feet to the westerly line of said Allyene Way;

Thence along the arc of a non-tangent curve to the left, from a tangent which bears N 89°47'00" E, having a radius of 20.00 feet, through a central angle of 90°00'00" and an arc length of 31.42 feet;

Thence N 00°13'00" W, 215.04 feet to the Point of Beginning.

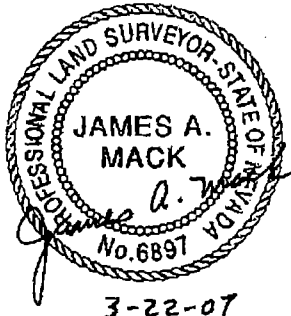
Containing an area of 11,915 square feet of land, more or less.

BASIS OF BEARINGS: "Subdivision Tract Map of Mil Drae Country Estates", recorded on April 16, 1976, as Subdivision Tract Map No. 1568, File No. 404602, Official Records of Washoe County, Nevada.

NOTE: Milabar Way was originally offered for dedication by Subdivision Tract Map No. 1568 as Allyene Way and was solely a part of said Tract Map. Subsequently, it passed into private ownership, offered again for dedication, and is hereby abandoned by Washoe County.

Prepared by:
James A. Mack, PLS 6897
130 Vine St.
Reno, Nevada 89503
775-329-2911

G:\07026.00\Docs\LEGAL ABANDONMENT.doc



3-22-07

exp. 12-31-07

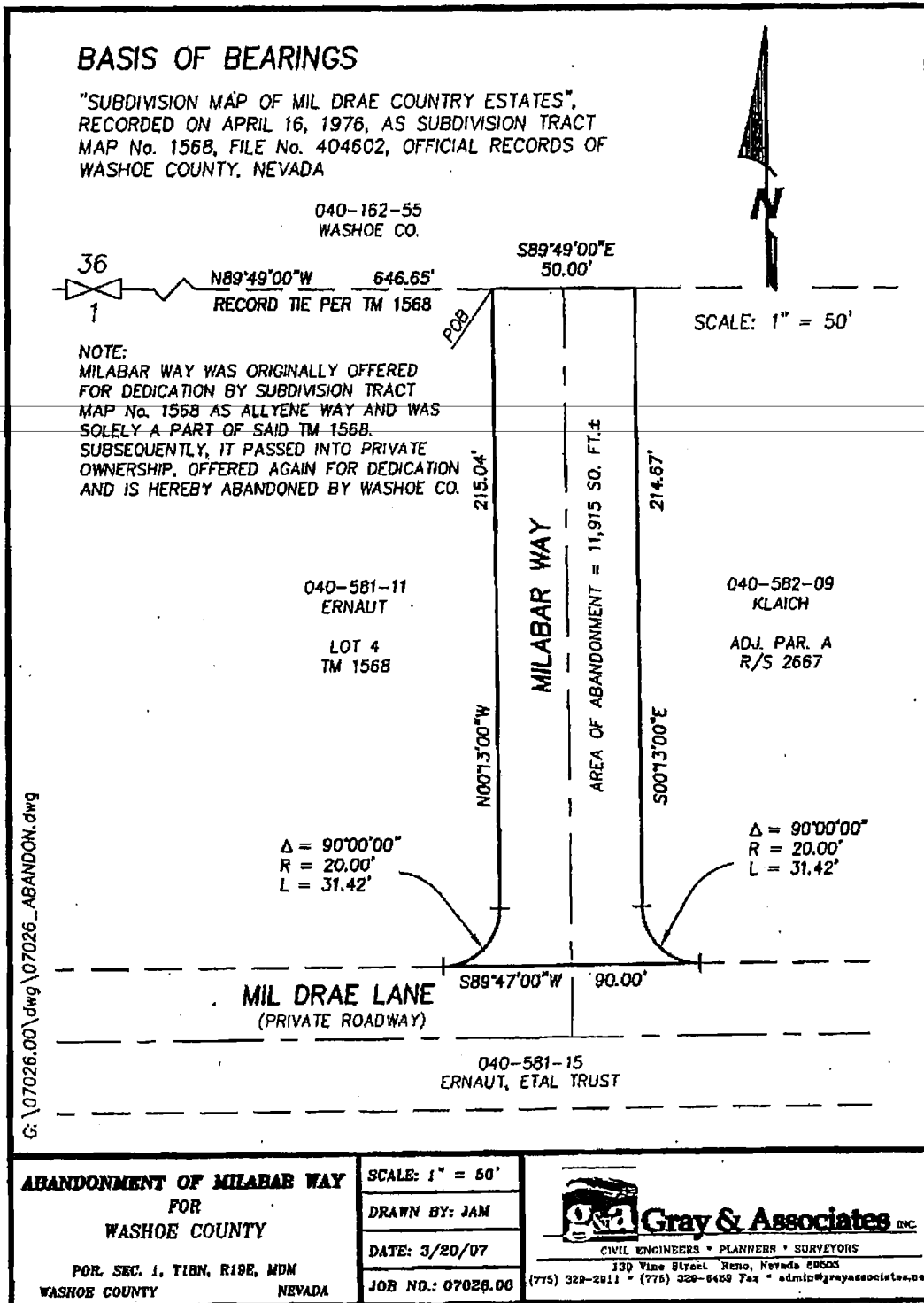
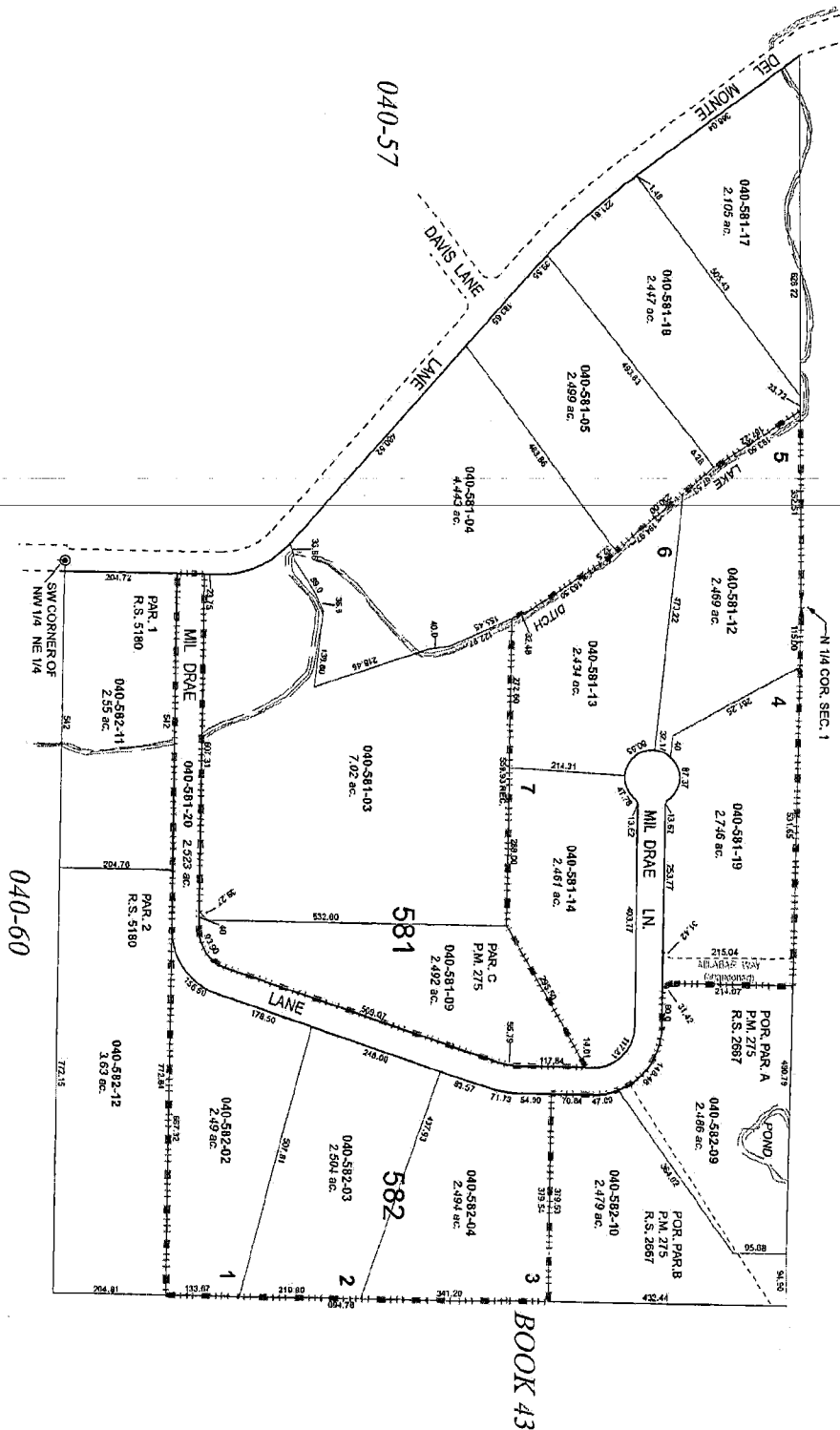


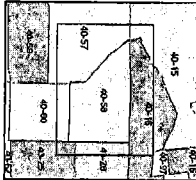
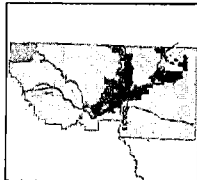
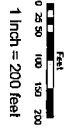
EXHIBIT “B”

(#1568)
MIL DRAE COUNTRY ESTATES
 POR. N 1/2 SEC. 1, T18N - R19E
 040-16



Assessor's Map Number
040-58

STATE OF NEVADA
WASHOE COUNTY
 ASSESSOR'S OFFICE
 Joshua G. Wilson, Assessor
 1001 East Main Street
 Reno, Nevada 89512
 (775) 324-2211



created by: **CFB 04/03/2009**
 last updated: **NLH 01/14/2009**
 map previously shown on map(s)

NOTE: This map was prepared for the use of the Washoe County Assessor's Office. It is not intended as a survey of the premises. No liability is assumed by the Assessor's Office for accuracy of the data obtained hereon.

EXHIBIT “C”

778051

SUPPLEMENTAL
DECLARATION OF RESTRICTIONS
MIL-DRAE COUNTRY ESTATES

JAN 2 1982

THIS DECLARATION made this 3rd day of December, 1981,
by the undersigned property owners being all of the property
owners in that subdivision known as Mil Drae Country Estates
(hereinafter referred to as DECLARANTS), and more particularly
described as follows:

All those lots and parcels within the exterior
boundaries of the MIL DRAE COUNTRY ESTATES SUB-
DIVISION as shown on the map thereof filed in the
office of the County Recorder of Washoe County,
State of Nevada, on April 16, 1976, as Document
No. 404602.

And, between three contiguous property owners, to wit:

Property Owner No. 1:

William P. Lore and Catherine H. Lore, joint tenants, as to:

Parcel C as shown on Parcel Map No. 275, filed
in the office of the County Recorder of Washoe
County, State of Nevada, on June 28, 1976, under
Filing No. 414322, Official Records,

TOGETHER WITH an undivided one-tenth interest in
the area designated as Mil Drae Lane and Allyene
Way of Mil Drae Country Estates.

Property Owner No. 2:

Stan Goodin and Kathie Goodin, joint tenants, as to:

Parcel B as shown on Parcel Map No. 275 filed in
the office of the County Recorder of Washoe County,
Nevada, on June 28, 1976, Filing No. 414322,
Official Records,

TOGETHER WITH an undivided one-tenth interest in
the area designated as Mil Drae Lane and Allyene
Way of Mil Drae Country Estates.

Property Owner No. 3:

Joe M. Hathaway and Marlyn A. Hathaway, joint tenants, as
to:

Parcel A as shown on Parcel Map No. 275, filed in
the office of the County Recorder of Washoe County,
State of Nevada, on June 28, 1976, under Filing
No. 414322, Official Records,

TOGETHER with an undivided one-tenth interest in
the area designated as Mil Drae Lane and Allyene
Way of Mil Drae Country Estates.

81710P0748

*after recording
return to:*

DUNN & SCHNEIDER
ATTORNEYS AT LAW
408 HILL STREET
RENO, NEVADA 89501

778051

W I T N E S S E T H:

WHEREAS, there are presently seven parcels of real property subject to the Declaration of Covenants, Restrictions, Easements and Reservations as to Mil Dree Country Estates, said Declaration of Covenants, Restrictions, Easements and Reservations being recorded as Document No. 406254 on April 16, 1976 in the Office of the County Recorder, Washoe County, State of Nevada (hereinafter referred to as DECLARATION).

JAN 2 1982

WHEREAS, three contiguous property owners as described hereinabove agree to be bound by, and subject to the hereinabove described DECLARATION, and this Supplemental Declaration of Restrictions (hereinafter referred to as SUPPLEMENT).

WHEREAS, the hereinabove seven property owners within Mil Dree Country Estates subdivision, being all of the property owners within Mil Dree Country Estates subdivision, desire to bind, and subject the three contiguous parcels to the DECLARATION; and to this SUPPLEMENT.

B1710P0749

WHEREAS, all of the property owners within Mil Dree Country Estates subdivision, and the three additional hereinabove described contiguous property owners, desire that all ten parcels be brought within and subject to the conditions, restrictions, easements and reservations of the hereinabove DECLARATION, and this SUPPLEMENT for the general benefit of all of said property owners, and further with the intention that all of said lots continue to be used for residential purposes, and that said DECLARATION and SUPPLEMENT shall inure to and pass with each parcel, and shall apply to and bind the respective successors in interest thereof, and further, all and each covenant, restriction, easement and reservation imposed on all or any parcel are imposed on each and every lot as a servitude in favor of each and every other lot or parcel as the dominant tenement or tenements.

WHEREAS, the undersigned intend that this SUPPLEMENT, and the DECLARATION, shall be read together, but that as to any conflict the more restrictive shall control, with the understanding that if any covenant, restriction, easement or reservation shall be declared invalid by any court of law, that the remaining covenants, restrictions, easements and reservations shall continue in existence.

JAN 22 1982

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That DECLARANTS and property owner Nos. 1, 2 and 3 hereby certify and declare that the property described hereinabove as Mill Dae Country Estates subdivision, and as parcels A, B, and C of parcel map No. 275, have a general plan for the protection, maintenance, development and improvement of all parcels described hereinabove; that the DECLARATION, and this SUPPLEMENT, are designed for the mutual benefit of all the hereinabove described parcels and that DECLARANTS and property owners 1, 2 and 3 have fixed and do hereby fix DECLARATION and SUPPLEMENT and the provisions, restrictions, covenants, easements and reservations thereon upon and subject to which all of the above-described parcels and portions of parcels shall be improved or sold or conveyed by them as owners, each and all of which are for the benefit of each parcel, and owner of parcel above-described, or any interest therein, and shall inure to and pass each and every parcel, and shall be a burden upon each parcel sold, and bind the respective successors in interest of the present owner or owners thereof, and are imposed upon said each and every lot therein as a servitude in favor of each and every other parcel as the dominant tenement or tenements, as follows, to-wit:

B1710P0750

SMITH & SCHNEIDER
ATTORNEYS AT LAW
444 HILL STREET
MEMPHIS, TENNESSEE 38103

1. That all the covenants, restrictions, easements and reservations of the hereinabove referred to DECLARATION, and of the hereinabove referred to SUPPLEMENT, shall be read together, but that as to any conflict, the more restrictive shall control, with the understanding that if any covenant, restriction, easement, or reservation shall be declared invalid by any court of law, that the remaining covenants, restrictions, easements and reservations shall continue in existence.

JAN 22 1982

2. That henceforth, all of said property owners hereby agree that they shall meet at least once a year, preferably in April; to assess all of said property owners for the care and maintenance of Mil Drae Lane and Allyene Way, both being streets abutting to and contiguous with said property owners. By way of further description of Mil Drae Lane and Allyene Way, said undersigned property owners declare that said streets are shown in the subdivision map of Mil Drae Country Estates as a cul-de-sac, and as a dead end street, respectively, said property owners declaring that their agreement to be bound by assessments for said streets is only applicable to that portion thereof within the boundaries of the subdivision recorded as Mil Drae Country Estates and of the boundaries of property owners 1, 2 and 3.

B1710P0751

3. All of said property owners further agree that they shall be assessed as to the care, maintenance and insuring of Mil Drae Lane and Allyene Way on an equal basis, and that the size of their own individual parcels shall be nondeterminative as to an assessment. Each property owner hereby agreeing that each parcel shall be considered and shall be subject to an assessment equal to one-tenth (1/10th) of the total assessment for the care, maintenance and insuring of said streets. Said property owners agree that a vote as to an assessment shall be by a majority, and that each parcel shall be considered as having one vote, no matter how many actual owners are listed for an individual parcel. As

a general guideline for those items deemed falling within the care, maintenance and insuring of said streets, said property owners intend by way of illustration to assess for snow removal and sanding, taxes, signage, maintenance of abutting ditches, insurance and the actual grading, paving and caring of the roadway. Said parcel owners further declare and agree that if any individual parcel owner is grossly negligent or willfully at fault for any damage to the hereinabove described streets, that said parcel owner upon a three-quarter (3/4) majority vote of the parcel owners be individually assessed damage caused by said property owner or owners, as the case may be.

JAN 22 1982

4. Said property owners further agree that at the annual meeting the latest addition of Robert's Rules of Order shall control as to the conducting of the annual meeting, or any other meetings that may be necessary and proper. Said parcel owners agree that written notice as to a meeting, shall be mailed to the last known addresses of parcel owners not less than ten (10) days before a meeting. Said written notice shall briefly describe the areas to be covered at a meeting. Any parcel owner that appears at a meeting waives any objection as to late or non-notice.

BI710P0752

5. Said parcel owners further certify and declare that the hereinabove referred to DECLARATION and this SUPPLEMENT are imposed upon said property for the direct benefit thereof and that said covenants, restrictions, easements and reservations shall run with the land and shall be binding upon the parcels within Mill Dae Country Estates and the three (3) contiguous property owners, to-wit, property owner 1, 2 and 3, all as described hereinabove, and upon all persons claiming under them or under their successors for the time period as set forth in the DECLARATION. Said property owners further declare and certify that said DECLARATION and this SUPPLEMENT may be amended, modified, abrogated or rescinded by recordation in the Office of the County Recorder of

SINAI & SCHNEIDER
ATTORNEYS AT LAW
444 WALL STREET
NEW YORK, NEW YORK 10038

778051

a Supplemental Declaration of Restrictions duly executed and acknowledged by not less than seventy-five percent (75%) of all parcel owners, and their successors in interest (each parcel being entitled to one (1) vote). A parcel owner is defined as all parcels within Mil Dree Country Estates subdivision, and the three (3) contiguous parcels described hereinabove.

JAN 22 1982

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 3 day of December, 1981, in the County of Washoe, State of Nevada.

DECLARANTS:

<u>Mick R. Drago</u> MICK R. DRAGO	<u>Mary G. Drago</u> MARY G. DRAGO
<u>Lewis W. Milabar</u> LEWIS W. MILABAR	<u>Allyene M. Milabar</u> ALLYENE M. MILABAR
<u>Timothy Grant</u> TIMOTHY GRANT	<u>Marsha M. Grant</u> MARSHA M. GRANT
<u>Robert B. Hawkins</u> ROBERT B. HAWKINS	<u>Jerady A. Hawkins</u> JERADY A. HAWKINS
<u>Steven Humphrey</u> STEVEN HUMPHREY	<u>Lois L. Humphrey</u> LOIS L. HUMPHREY
<u>Ruth Nichols Richardson</u> RUTH NICHOLS RICHARDSON, as her sole and separate property	<u>Herbert L. Nichols</u> HERBERT L. NICHOLS
<u>Carol Susan Haynes Nichols</u> CAROL SUSAN HAYNES NICHOLS	

PROPERTY OWNER NO. 1:

<u>William F. Lore</u> WILLIAM F. LORE	<u>Catherine H. Lore</u> CATHERINE H. LORE
---	---

PROPERTY OWNER NO. 2:

<u>Stan Goodin</u> STAN GOODIN	<u>Kathy Goodin</u> KATHY GOODIN
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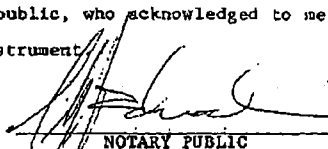
PROPERTY OWNER NO. 3:

<u>Joe M. Hathaway</u> JOE M. HATHAWAY	<u>Marlyn A. Hathaway</u> MARLYN A. HATHAWAY
---	---

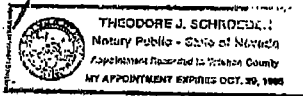
B1710P0753

STATE OF NEVADA,)
COUNTY OF WASHOE.) ss.

On December 3, 1981, personally appeared Mick R. Dragoo, Mary G. Dragoo, Lewis W. Milabar, Allyene M. Milabar, Timothy Grant, Marsha M. Grant, Steven Humphrey, Lois L. Humphrey, Herbert L. Nichols, Carol Susan Haines Nichols, William P. Lore, Catherine H. Lore, Stan Goodin, Kathie Goodin, Joe M. Hathaway, and Marilyn A. Hathaway, before me, a notary public, who acknowledged to me that they executed the foregoing instrument



NOTARY PUBLIC

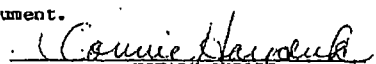


JAN 22 1982

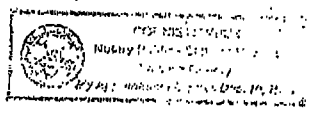
81710P0754

STATE OF NEVADA,)
COUNTY OF WASHOE.) ss.

On December 10, 1981, personally appeared before me, a notary public, Ruth Nichols Richardson, who acknowledged to me that she executed the foregoing instrument.



NOTARY PUBLIC



SHAR & SCHROEDER
ATTORNEYS AT LAW
440 HILL STREET
RENO, NEVADA 89501

81710P0754

STATE OF CALIFORNIA,)

COUNTY OF Orange) ss.

On ~~January 6, 1982~~ ^{18th} ~~1981~~ ¹⁹⁸², personally appeared before me, a notary public, Robert B. Hawkins and Jerady A. Hawkins, who acknowledged to me that they executed the foregoing instrument.

JAN 22 1982

Barbara J. Brennan
NOTARY PUBLIC



81710P0755

OFFICIAL RECORDS
CLERK OF COUNTY OF NEVADA
RECORD REQUESTED BY
Sinai & Schroeder
82 JAN 22 P 3: 44

JOE MELCHER
COUNTY CLERK
FILE 1100

SINAI & SCHROEDER
ATTORNEYS AT LAW
440 HILL STREET
RENO, NEVADA 89501

778051

EXHIBIT "D"

406254

h/s.

APR 29 1976

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DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS
AND RESERVATIONS

MIL DRAE COUNTRY ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That MIL DRAE COUNTRY ESTATES, comprised of MICK R. DRAGOO and MARY G. DRAGOO, his wife, and LEWIS MILABAR and ALLYENE M. MILABAR, his wife, hereinafter referred to as Declarant, is the owner of certain real property, together with the tenements, hereditaments and appurtenances thereunto belonging, situate in Washoe County, Nevada, more particularly described as follows:

All those lots and parcels within the exterior boundaries of the MIL DRAE COUNTRY ESTATES SUB-DIVISION as shown on the map thereof filed in the office of the County Recorder of Washoe County, State of Nevada, on April 16, 1976, as Document No. 404602.

Declarant does hereby certify and declare that it has established and does hereby establish a general and integrated plan for the improvement and development of said lots and does hereby establish the provisions, restrictions, covenants, easements and reservations upon and subject to which all the above described lots and portions of lots shall be improved or sold, or conveyed by it as such owner, each and all of which are for the benefit of each lot and owner of land above described or any interest therein and shall inure to and pass with each and every lot and shall be a burden upon each lot sold and bind the respective successors in interest of the present owner or owners thereof, and are imposed upon said each and every lot therein as a servitude in favor of each and every other lot or parcel as the dominant tenement or tenements as follows, to-wit:

406254

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KODS

SANFORD, MANFORD & SCORZ
ATTORNEYS AT LAW
42 NORTH BEHRA STREET
RENO, NEVADA 89504
P.O. 1249

APR 29 1968

1 1. The purpose of these restrictions is to insure the use
2 of the property for attractive residential purposes only, to
3 prevent nuisances, to prevent the impairment of the attractiveness
4 of the property, to maintain the desired tone of the community,
5 and thereby to secure to each subsequent site owner the full
6 benefit and enjoyment of his home, with no greater restriction upon
7 the free and undisturbed use of his site than is necessary to
8 insure the same advantages to the other site owners. Anything
9 tending to detract from the attractiveness and value of the

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APR 29 1968

10 property for residence purposes will not be permitted. The
11 covenants, restrictions, easements and reservations herein con-
12 tained are a part of a general plan for the improvement and
13 development of all the lots in said subdivision, and said covenants
14 and restrictions are for the benefit of said lots and each and
15 every parcel of land therein as the dominant tenement or tenements.

16 2. The undersigned declare and covenant for themselves,
17 and their heirs, executors, administrators and assigns or successors
18 in interest that all parcels or portions of said property which
19 may be hereinafter sold, leased, transferred in any way, by
20 operation of law or otherwise, shall be and remain subject to the
21 restrictions, covenants and conditions herein set forth. This
22 declaration constitutes a covenant running with the land, and all
23 successive owners shall have the same right to invoke and enforce
24 its provisions as the original declarant.

25 3. Only single family dwelling units used solely for
26 residential purposes, including private garages used in connection
27 with said residences, together with guest or servants quarters and
28 other outbuildings, only as expressly provided hereinafter, shall
29 be permitted.

30 4. No business or commercial enterprise shall be performed

SANFORD, SANFORD & MCGEE
ATTORNEYS AT LAW
48 ANTHONY MEXIA STREET
RENO, NEVADA 89501

APR 29 1960

1 or conducted upon any lot or within any dwelling or outbuilding
2 within the subdivision. The only exception hereunder shall be the
3 permissibility of construction office facilities during the develop-
4 ment of the property.

5 5. No temporary structure of any form or type, including
6 self-contained camper trailer units, shall be permitted as a
7 dwelling unit on any lot or parcel. No garage or outbuilding shall
8 be constructed before commencing construction of the main dwelling
9 unit, and further, no trailer, garage, basement, outbuilding or
10 other structure other than the completed main dwelling unit shall
11 be used for temporary or permanent living quarters.

12 6. Upon commencement of construction of any dwelling unit
13 within the subdivision, all reasonable speed and diligence shall
14 be employed by the owner to complete said construction, and said
15 construction shall in all cases be completed within twelve (12)
16 months.

17 7. No existing, used, constructed, or partially constructed
18 structure of any type or nature shall be moved from another place
19 to the subdivision for any purpose whatsoever without the consent
20 of the Architectural Committee.

21 8. Dwelling units to be constructed within the subdivision
22 shall have a minimum ground floor area, exclusive of garage,
23 porches, patios and terraces, of not less than 2200 square feet,
24 unless a smaller area is approved by the Architectural Committee.
25 No two-story dwelling unit shall have a vertical elevation above
26 mean lot grade exceeding twenty-five (25) feet.

27 9. No unattached garage, servants quarters or other out-
28 building shall be constructed without prior approval of the
29 Architectural Committee hereunder specified.

30 10. No animals, livestock, fowl or poultry of any kind

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BANFORD, BANFORD & ROOSE
ATTORNEYS AT LAW
48 NORTH BRUNNEN STREET
RENO, NEVADA 89501

APR 29 1960

1 shall be raised, bred, maintained or kept on any lot within the
 2 subdivision for sale or commercial purposes. Only such horses,
 3 cattle, sheep or waterfowl as are for personal use may be kept on
 4 any lot, and which do not interfere with the safety, health, con-
 5 venience or comfort of the occupants or owners of any other lots,
 6 may be kept within the subdivision. However, livestock, horses,
 7 cattle and sheep which are raised in connection with a 4-H Club
 8 project may be kept in the subdivision. Under no circumstances,
 9 whether in connection with a 4-H project, personal use, or otherwise,
 10 shall any pigs or goats or domestic fowl be kept or maintained on
 11 any lot at any time for any purpose. Owners shall not allow their
 12 property to be overgrazed so as to destroy ground cover. This
 13 section is not meant to apply to small household pets which are
 14 customarily kept within the house. Owners shall at all times keep
 15 their property properly irrigated.

16 11. No use of any lot or structure within the subdivision
 17 shall annoy or adversely affect the use, value, occupation and
 18 enjoyment of any adjoining property or the general neighborhood.
 19 Final determination within these bounds shall be left to the
 20 decision of the Architectural Committee.

21 12.
 22 (a) No building, garage, fence, wall, retaining wall,
 23 drainage ditch or system, or any other structure shall be commenced,
 24 erected, placed or altered on any lot in this subdivision until two
 25 complete sets of the building plans and specifications thereof,
 26 including front, side and rear elevations, color scheme thereof,
 27 and plot plan indicating and fixing the exact location of such
 28 structure or structures on the building site and lot, topography
 29 and finished ground elevation, have been submitted to and approved
 30 in writing as to conformity and harmony of external design with

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SANFORD, SANFORD & EGEE
ATTORNEYS AT LAW
415 NORTH SIERRA STREET
RENO, NEVADA 89504

APR 29 1966

1 the existing structures in the subdivision, and as to location of
 2 the building with respect to topography and finished ground elevation,
 3 by an Architectural Committee composed of MICK R. DRAGOO, LEWIS
 4 MILABAR and HERB NICHOLS, or any two of them or a committee of at
 5 least two persons appointed by them, shall hereby be authorized to
 6 act for the purposes mentioned in this paragraph. In the event of
 7 the death or resignation of any member of said Architectural
 8 Committee, the remaining members or member shall have the power
 9 and authority to designate successor members. No construction
 10 shall be started or continued until written approval is given or
 11 until thirty (30) days after submission of said plans and specifi-
 12 cations (whichever is earlier) as required herein. In the event
 13 said Committee, or its designated representatives, shall fail to
 14 approve such design or disapprove such design and location within
 15 thirty (30) days after said plans and specification have been
 16 submitted to it, or in any event, if no suits to enjoin the con-
 17 struction of such improvements have been commenced prior to the
 18 completion thereof, such approval will not be required and this
 19 covenant shall be deemed to have been fully complied with.

20 (b) After such plans and specifications and other
 21 data submitted have been approved by said Committee, no building,
 22 garage, fence, wall, retaining wall, or other structure of any
 23 kind shall be erected, constructed, placed, altered, or maintained
 24 upon said property unless the same shall be erected, constructed,
 25 or altered in conformity with the plans and specifications, color
 26 scheme, and plot plan theretofore approved by said Committee, or
 27 its duly appointed agents. If any building, garage, fence, wall,
 28 retaining wall, or other structure of any kind shall be erected,
 29 constructed, placed, altered, or maintained on said property other
 30 than in accordance with the plans and specifications, color scheme

SANFORD, SANFORD & HOESE
 ATTORNEYS AT LAW
 45 NORTH BROAD STREET
 RENO, NEVADA 89504

BOOK 969 PAGE 608

APR 29 1966

1 and plot plan theretofore approved by said Committee, such erection
2 construction, placing, alterations and maintenance shall be deemed
3 to have been undertaken without the approval of the said Committee
4 ever having been obtained.

5 (c) Any agent or member of the Architectural Committee
6 may, after prior notice, at any reasonable time, enter and inspect
7 any building under construction or being altered on any portion of
8 the property hereby conveyed, or any building which any member of
9 said Committee, or agent of said Committee, may believe is in
10 violation of the covenants, restrictions, reservations and servitudes
11 herein expressed. The right of entry upon said property and the
12 building sites included therein, is also hereby reserved by
13 Declarant in favor of itself, its assigns and the Architectural
14 Committee or their respective agents, servants, or employees, for
15 the purpose of inspecting, cleaning, maintaining and repairing at
16 lot owner's expense any ditches and devices used in connection ther-
17 with located upon said property. The Architectural Committee
18 and/or Declarant and/or any agent or officer of either, shall not
19 thereby be deemed guilty of any manner of trespass or incur any
20 liability whatsoever to the owner or the occupant for such entry
21 or inspection.

22 (d) Neither the members of such Committee nor its
23 designated representative or representatives shall be entitled to
24 any compensation for architectural approval services performed for
25 the original purchaser of a lot in this subdivision. The powers
26 and duties of such Committee shall extend from the date of the
27 recording of this Declaration of Restructions until the term of
28 these restrictions, together with any extensions thereof,
29 terminates.

30 ////

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1966

SANFORD, SANFORD & REECE
ATTORNEYS AT LAW
41 NORTH SEOLA STREET
MEMO. KEVADA 81804

406254

APR 29 1966

BOOK 969 PAGE 700

SANFORD, SANFORD & MOSE
ATTORNEYS AT LAW
48 NORTH SIERRA STREET
RENO, NEVADA 89504

1 13.

2 (a) Excepting for the purpose of actual construction

3 upon said lot, no sand, gravel or soil shall be removed from any

4 lot in said property, provided, however, that the Declarant, its

5 successor or assigns, in carrying out the improvements and develop-

6 ment of said property, shall have the right to remove or add to any

7 soil or any lot in said subdivision and shall have the right of

8 ingress and egress upon all lots for the purpose of grading and

9 excavating therein, of constructing and completing the street

10 improvements and installation of public utilities, and to do any

11 and all other things necessary to complete the said general plan

12 of improvement. Unless suitable retaining walls are constructed

13 to support the earth, the natural angle of repose of the ground

14 shall not be altered by excavation within ten (10) feet from any

15 boundary line of any lot in said property by other than a slope of

16 one and one-half (1 1/2) feet horizontal to one (1) foot vertical,

17 provided, however, that nothing in this paragraph shall be con-

18 structed to prevent any such alteration in any manner, with or with-

19 out retaining walls, by the Declarant, its successors or assigns,

20 in carrying out the development and improvement of said property.

21 (b) No dwelling shall be constructed or maintained upon

22 any parcel or lot which shall have a ground floor area of less than

23 2200 square feet exclusive of porches, patios, attached and

24 detached garages, outbuildings, breezeways or walks. "Servants"

25 quarters and "guest" quarters as defined below, may have a ground

26 floor area of less than 2200 square feet, but such servants'

27 quarters and guest quarter cannot be occupied until the principal

28 residential dwelling is completed and occupied.

29 (c) No building, structure, or improvement shall be

30 constructed, erected, altered, placed or permitted to remain on

APR 29 1976

1 any of said building sites on said property other than one (1)
2 dwelling designed for residential occupation for not more than one
3 (1) family, together with such related outbuildings and facilities
4 pertinent to said single family residential use. The words "related
5 outbuildings and facilities" shall include servants quarters to be
6 occupied only by permanent, paid employees and guest quarters to be
7 occupied only by non-paying family guests, and animal facilities
8 for sheltering and holding animals.

9 (d) No building or structure shall be located on any
10 parcel nearer than:

- 11 (1) twenty (20) feet to any side lot line;
- 12 (2) twenty-five (25) feet to any rear lot line;
- 13 (3) forty (40) feet to any front lot line;
- 14 (4) regardless of the foregoing, wherever the
- 15 rear lot line of one lot forms the side lot
- 16 line of another lot, no structure for use by
- 17 animals and/or fowl may be erected on such
- 18 lot within forty (40) feet of such rear lot
- 19 line;
- 20 (5) no such structure for fowl and/or animals may
- 21 be erected on any part of any lot except upon
- 22 the rear portion thereof.
- 23 (6) If, because of precipitous terrain, setbacks
- 24 prove to be impractical, the architect may
- 25 permit variances of the setbacks.
- 26 (7) No portion of any structure shall be built on
- 27 any part of any drainage easement without the
- 28 specific prior written approval of the
- 29 Architectural Committee.

30 14. No clothesline shall be constructed or erected which

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NEENAH, WISCONSIN 54954

APR 29 1968

1 would be visible from any front or side street. In such event that
2 the nature of the lot and the building site thereon render place-
3 ment of such lines impractical, then it is incumbent upon the lot
4 owner or owners to provide suitable enclosures for said clothesline
5 so as to render them invisible from either front or side streets.

6 15. No building, any part of which is designed for dwelling
7 purposes, shall be in any manner occupied while in the course of
8 original construction or until it is completed and complies with
9 all requirements, conditions and restrictions applicable thereto.

10 The construction of any building or structure shall be prosecuted
11 with reasonable diligence continuously from the time of commencement
12 until fully completed. Only materials approved by the Architectural
13 Committee shall be used in the construction of any building herein.

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14 16.

15 (a) No dwelling house erected upon any lot in this
16 subdivision shall be occupied for residence purposes until the same
17 shall be provided with a sewage disposal system consisting of
18 individual septic tanks or other equally sanitary structure for
19 the storage or disposal of sewage, constructed, located and
20 connected with a disposal field, in a manner first approved in
21 writing by the appropriate State or County Health Authority, or
22 such other approval as may be required by law. No cesspool or
23 outside toilet shall be permitted.

24 (b) All septic tanks and sewerage disposal facilities
25 including leach lines shall have been constructed and maintained in
26 accordance with the rules and regulation os the Nevada State
27 Department of Health, Division of Public Health Engineering,
28 applicable thereto.

29 (c) In the interest of public health and sanitation,
30 and in order that the land described herein and all lots in the

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1 said subdivision may be benefited by a decrease in the hazards of
2 pollution of subterranean and surface waters, the lot owners, their
3 heirs, successors and assigns, covenant and agree not to use any
4 of the property described herein in any manner or for any purpose
5 that would result in the drainage or dumping of any refuse, sewage
6 or other material which might tend to pollute surface or subter-
7 ranean waters.

8 (d) To promote public health and sanitation, the lot
9 owners, their heirs, successors and assigns, shall not in any way
10 oppose directly or indirectly the establishment of a sewer, water,
11 or general improvement district.

12 (e) In the event of the installation of a general
13 domestic water supply system and/or a general domestic sewage dis-
14 posal system, all lot owners, their heirs, successors and assigns,
15 shall forthwith join in such improvement district and connect their
16 property with the domestic water supply system and/or sewage
17 disposal system.

18 17.

19 (a) Said property and the building sites included
20 therein are subject to the easement and rights of way for con-
21 structing, maintaining and operating public sewers and drainage
22 systems, and for poles, conduit, power vaults and wires for
23 lighting, heating, power, telephone, television and any other
24 methods of conducting and performing any public or quasi-public
25 utility service or function, as such easements and rights of way
26 are shown and designated on the filed map of MIL DRAE COUNTRY
27 ESTATES SUBDIVISION, Washoe County, Nevada, referred to above.

28 (b) There are also hereby reserved for the purposes of
29 installing and maintaining public, quasi-public and/or private
30 utility easements, drainage, and for such other purposes incident

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1 to the development of the property, certain easements, all of
2 which are shown on the filed subdivision map or plat. In addition
3 thereto, Declarant irrevocably reserves for itself, its successors
4 and assigns, the right to grant and create easements and rights of
5 way for public utility use, for drainage purposes, for ditches and
6 appurtenant structures carrying irrigation water and storm and land
7 drainage water, television cables, or any one or more of the same,
8 across any lot in said subdivision, provided, however, that such
9 easements and rights of way shall be located between the perimeter
10 boundary of the lot and the building setback line.

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11 (c) An easement is hereby reserved to enable the free
12 and unobstructed flow of irrigation and drainage water from the
13 Lake Ditch. No structure shall be constructed to impede or inter-
14 fere with irrigation or drainage. Declarant reserves to itself,
15 and those who may be entitled to do so, in the opinion of Declarant,
16 the right to enter upon all lots traversed by irrigation and drainage
17 ditches in order to maintain said ditches and conduct irrigation and
18 drainage.

19 (d) Declarant reserves the right to use all natural
20 drainage courses traversing the property hereby conveyed for the
21 purpose of conducting surface waters that may drain from other
22 properties, and in this connection Declarant reserves the right to
23 enlarge any or all of said drainage courses and to install pipes
24 therein with the right to reasonable ingress to and egress from
25 all lots or portions thereof that may be necessary for the main-
26 tenance, enlargement, or other improvement of said drainage course.

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27 (e) No lot owner shall be permitted to change the
28 location, size or depth of any irrigation ditches or drainage
29 ditches encompassed within or serving said lots or parcels nor
30 shall the owner of any lot in said subdivision be permitted to

APR 29 1978

1 change the natural flow of water over any parcel of land contained
2 therein, except with the written permission of the Declarant
3 having been first obtained, or, in an emergency, for the purposes
4 of protecting from damage structures built within the setback lines.
5 18.

6 (a) No rubbish, brush, weeds, undergrowth, uncultivated,
7 diseased or infected vegetation or debris of any kind or character
8 shall ever be placed or permitted to accumulate upon any building
9 site or portion thereof. Should owner fail to keep said building
10 site free of rubbish, brush, weeds, undergrowth, diseased or
11 infected vegetation or debris of any character, Declarant or any
12 lot owner, after ten (10) days written notice to the owner thereof
13 (at his last known address) of its intention to do so, may enter
14 upon said building site and clean, spray, destroy and remove any
15 rubbish, weeds, undergrowth, uncultivated, diseased or infected
16 vegetation or debris of any character and keep the building site
17 neat and in good order, at the expense of the owner of the subject
18 lot, and Declarant, or any lot owner, shall not thereby be deemed
19 guilty of trespass for such entry, abatement or removal.

20 (b) No garbage, refuse or obnoxious or offensive
21 material shall be permitted to accumulate on any of said lots, and
22 the owner thereof shall cause all garbage and other like material
23 to be disposed of by and in accordance with accepted sanitary
24 practice. All garbage or trash containers, oil tanks, bottled gas
25 tanks and other such facilities must be underground or placed in
26 walled-in areas so that they shall be invisible from the adjoining
27 properties, or from the streets.

28 19. No building or garage damaged by fire or otherwise so
29 that it becomes unsightly shall be permitted to remain on any of
30 the above described lots. Such structures shall either be promptly

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1 rebuilt or refinished or torn down and removed.

2 20. No noxious or offensive activity shall be carried on or
3 maintained upon any of said property, nor shall anything be done
4 thereon which constitutes or may become a nuisance or annoyance to
5 the neighborhood.

6 21. No signs or other advertising devise of any character
7 shall be erected or maintained upon any part of said property,
8 except that: (1) on any one lot one sign, not larger than five (5)
9 square feet, advertising the property for sale, may be erected and
10 maintained behind the setback line of such lot as to any street;
11 and (2) without regard to the foregoing Declarant may erect and
12 maintain on said property such signs and other advertising devices
13 as they may deem necessary or proper in connection with the conduct
14 of their operations for the development, improvement, subdivision
15 and sale of said property; or, except such as may hereafter be
16 authorized by the Declarant should any of said lots or parcels be
17 designated as commercial and so approved by the appropriate govern-
18 mental agencies.

19 22. All domestic water wells on said lots shall be drilled
20 and maintained in accordance with the rules and regulations of
21 the Nevada State Department of Health, Division of Public Health
22 Engineering, applicable thereto.

23 23. There shall be no deed, conveyance, agreement or other
24 document executed by the terms of which there shall be a separation
25 into different ownerships of surface and subsurface rights within
26 any portion of the property hereby conveyed.

27 24. Radio transmitting and receiving antennas for short
28 wave or ham radio installations will not be installed on any lot
29 or parcel without the express written permission of the Architec-
30 tural Committee. Television antennas will be allowed; however,

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1 the height of such antennas will not exceed ten (10) feet above
2 highest point of roof.

3 25. Every single family dwelling unit constructed within
4 the subdivision shall have on the same lot or parcel enough covered
5 automobile storage space for at least two automobiles, but not
6 located within the front, rear or sideyard setback area of a
7 principal structure.

8 26. Regardless of any action of any governmental agency,
9 (a) no lot may be divided, subdivided or re-subdivided
10 to a size less than the present size of said lot;
11 (b) the zoning and use of any of the lots in this sub-
12 division may not be changed and amended to multiple
13 residential use and/or commercial use;
14 without first obtaining the prior written consent and approval of
15 Declarant, which approval to become effective shall be first
16 recorded in the office of the County Recorder of Washoe County,
17 Nevada, as a modification of the Original Restrictions.

18 27.
19 (a) In construing this Declaration, or any part thereof,
20 stipulations which are necessary to make this Declaration, or any
21 of its terms or provisions, reasonable shall be implied.

22 (b) The determination by any court that any of the
23 provisions of this Declaration are unlawful or void shall not affect
24 the validity of any of the other provisions hereof.

25 (c) The breach of any of said covenants shall not
26 defeat, affect or render invalid the lien of any mortgage or
27 trust made in good faith and for value upon any lot or lots or
28 portions of lots in said subdivision, but such covenants and re-
29 structions shall be binding upon and effective against any owner
30 thereof whose title is acquired by foreclosure, trustee's sale or

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1 otherwise as to any subsequent breach; however, no right or
2 reversion shall accrue to Declarant or anyone else by reason of
3 the violation, breach, or attempted violation or breach of any of
4 the covenants or conditions set out herein.

5 28. The conditions, restrictions or covenants herein
6 contained shall bind and inure to the benefit of and be enforceable
7 by Declarant, their successor and assigns, or by the owner or
8 owners of any of the hereinabove described lots, and it shall be
9 lawful, not only for Declarant, or their successors or assigns,
10 but also for the owner or owners of any of said lots, to institute
11 and prosecute any proceeding at law or in equity, against any
12 person, firm, or corporation violating or threatening to violate
13 any of the covenants, conditions or restrictions herein contained,
14 and such action may be maintained for the purpose of preventing
15 the violation or to recover damages for a violation or for both
16 of such purposes.

17 29. All of the covenants and restrictions set forth in
18 this Declaration of Restrictions are imposed upon said property
19 to the extent herein contained for the direct benefit thereof as
20 a part of the general plan of development and improvement thereof
21 hereby adopted by Declarant. Said covenants and restrictions shall
22 run with the land and shall be binding upon Declarant and upon all
23 persons claiming under Declarant or under their successors or
24 assigns for a period of twenty-five (25) years from the date these
25 covenants are recorded, after which time said covenants shall be
26 automatically extended for successive periods of ten (10) years
27 unless an instrument signed by the then owners of a majority of
28 the lots has been recorded, agreeing to change said covenants in
29 whole or in part, provided, however, that these covenants may be
30 amended, modified, abrogated or rescinded by recordation in the

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1 office of the County Recorder, of a Supplemental Declaration of
2 Restrictions duly executed and acknowledged by the owners of not
3 less than seventy-five (75%) per cent of the above described lots.

4 30. No delay or failure to exercise any power or right
5 shall operate as a waiver thereof and such rights and powers shall
6 be deemed continuous, nor shall a partial exercise preclude full
7 exercise thereof, and no right to remedy shall be deemed abridged
8 or modified by any course of conduct and no waiver thereof shall
9 be predicated thereon, nor shall failure to exercise any such
10 power or right be subject to any liability.

11 31. Nothing herein contained shall be construed as preventing
12 the application of any remedies given by law against a nuisance,
13 public or private, or otherwise, but the remedies herein contained
14 shall be in addition to any other remedies given by law.

15 32. The result of every act or omission whereby any con-
16 dition or restriction herein contained is violated, in whole or in
17 part, is hereby declared to be and constitutes a nuisance, and
18 every remedy allowed by law or equity against a nuisance, either
19 public or private, shall be applicable against every such result,
20 and may be exercised by Declarant, or any lot owner, for the en-
21 forcement, or to restrain a violation of this Declaration, or any
22 provisions hereof, the losing party or parties shall pay the
23 attorney's or attorneys' fees of the winning party or parties in
24 such amount as may be fixed by the court in such proceeding. Such
25 remedies shall be deemed cumulative and not exclusive. However,
26 nothing contained in this Declaration or in any form of deed which
27 may be used by Declarant or its successors or assigns in selling
28 said property, or any part thereof, shall be deemed to vest or
29 reserve in Declarant or the lot owner any right of reversion for
30 breach or violation of any one or more of the provisions hereof,

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1 and any such reversionary right is hereby expressly waived by
2 Declarant, its successors and assigns.

3 IN WITNESS WHEREOF, the parties hereto have hereunto set
4 their hands this 22nd day of April
5 1976, in the City of Reno, Washoe County, Nevada.

6 MIL DRAE COUNTRY ESTATES

7
8 By: Mick R. Drago
9 MICK R. DRAGOO

10
11 By: Mary G. Drago
12 MARY G. DRAGOO

13
14 By: Lewis Milabar
15 LEWIS MILABAR

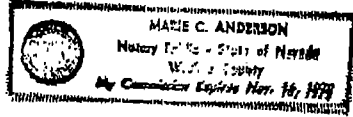
16
17 By: Allyene M. Milabar
18 ALYENE M. MILABAR

18 STATE OF NEVADA)
19 County of Washoe) SS:

20 On this 22nd day of April, 1976,
21 before me, a notary public in and for the said County and State,
22 personally appeared MICK R. DRAGOO and MARY G. DRAGOO, his wife,
23 who acknowledged they executed the above and foregoing instrument
24 for the uses and purposes therein stated.

25
26 Marie C. Anderson
27 Notary Public

28 My commission expires:



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RENO, NEVADA 89501

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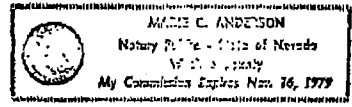
APR 29 1976

1 STATE OF NEVADA)
2 County of Washoe) ss:

3 On this 22nd day of April, 1976,
4 before me, a notary public in and for the said County and State,
5 personally appeared LEWIS MILABAR and ALLYENE M. MILABAR, his wife,
6 who acknowledged they executed the foregoing instrument for the
7 uses and purposes therein stated.

Mable C. Anderson
Notary Public

8 My commission expires:
9



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406254

OFFICIAL RECORDS
WASHOE COUNTY, NEV.
APR 29 4 31 PM '76
Sanford Sanford, et al

ARDIS BROWN
COUNTY RECORDER
FEE 20.00 DEF *San*

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RENO, NEVADA 89502

30

Washoe County Treasurer
Tammi Davis

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

Account Detail

[Back to Search Results](#) [Change of Address](#) [Print this Page](#)

Washoe County Parcel Information		
Parcel ID	Status	Last Update
04058120	Active	2/16/2016 2:09:30 AM
Current Owner: ERNAUT FAMILY TRUST 500 MIL DRAE LN RENO, NV 89511		SITUS: 0 MIL DRAE LN WCTY NV
Taxing District 4000	Geo CD:	
Legal Description		
Township 18 Section 1 Lot ST Block Range 19 SubdivisionName MIL DRAE COUNTRY ESTATES		

Pay Online

No payment due for this account.

\$0.00

Pay By Check

Please make checks payable to:
WASHOE COUNTY TREASURER

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

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

Tax Bill (Click on desired tax year for due dates and further details)					
Tax Year	Net Tax	Total Paid	Penalty/Fees	Interest	Balance Due
2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$5.70	\$5.70	\$0.00	\$0.00	\$0.00
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$5.50	\$5.50	\$0.00	\$0.00	\$0.00
2011	\$5.16	\$5.16	\$0.00	\$0.00	\$0.00
Total:					\$0.00

Important Payment Information

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

[Payment Information](#)

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[Installment Plan](#)

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