

DRAFT: March 11, 2022

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INFORMATION ONLY

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

Summary: To adopt a development agreement for Prado Ranch North.

BILL NO. _____
ORDINANCE NO. _____

TITLE:

An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 adopting a development agreement between Washoe County and LANSING - ARCUS LLC for Prado Ranch North, a residential subdivision originally approved in 2018 (WTM18-002), to extend the recording of the first final map from September 11, 2022 to September 11, 2024. The approved subdivision is a 490-lot, single-family residential, common open space subdivision as authorized in Article 408 of the Washoe County Development Code.

The location is adjacent to Lemmon Valley Drive, north of Nectar Street and adjacent to Chickadee Drive and Sand Pit Road and is comprised of 6 parcels that total approximately 154.65 acres. The parcels are located within the North Valleys Area Plan within Washoe County Commission District No. 5. (APNs 080-723-01, 080-723-02, 080-723-03, 080-721-03, 080-721-04, & 080-721-05).

WHEREAS:

- A. Following a first reading and publication as required by NRS 244.100(1), and after a duly noticed public hearing, this Board of County Commissioners desires to adopt this Ordinance; and
- B. This Board of County Commissioners has determined that this ordinance is being adopted pursuant to requirements set forth in Chapter 278 of NRS, and is therefore not a "rule" as defined in NRS 237.060 requiring a business impact statement.

DRAFT: March 11, 2022

SECTION 1.

The Development Agreement for Prado Ranch North attached hereto as Attachment A-1 is hereby APPROVED by this Ordinance. The Chair is authorized to execute and deliver it for recording in the official records of Washoe County.

SECTION 2. General Terms.

1. All actions, proceedings, matters and things heretofore taken, had and done by the County and its officers not inconsistent with the provisions of this Ordinance are ratified and approved.
2. The Chair of the Board and the officers of the County are authorized to take all action necessary or appropriate to effectuate the provisions of this ordinance. The District Attorney is authorized to make non-substantive edits and corrections to this Ordinance.
3. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.
4. Each term and provision of this ordinance shall be valid and shall be enforced to the extent permitted by law. If any term or provision of this ordinance or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this ordinance. In any event, the remainder of this ordinance, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

Proposed on _____ (month) _____ (day), _____ 2022.

Proposed by Commissioner _____.

Passed _____ (month) _____ (day), _____ 2022.

DRAFT: March 11, 2022

Vote:

Ayes: Commissioners _____
Nays: Commissioners _____
Absent: Commissioners _____.

Attest:

Janis Galassini, County Clerk

Vaughn Hartung, Chair
Washoe County Commission

This ordinance shall be in force and effect from and after the 20th day of the month of May of the year 2022.

DRAFT

When recorded, return to:
LANSING – ARCUS LLC
Gregory Lansing
12671 High Bluff Dr., Suite 150
San Diego, CA 92130

APN: 080-723-01, 080-723-02, 080-723-03, 080-721-03, 080-721-04, & 080-721-05

Recorder Affirmation Statement: The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030(2)).

AGREEMENT CONCERNING DEVELOPMENT OF LAND
(Prado Ranch North)
Attachment A-1

Regional AGREEMENT

THIS AGREEMENT (“Agreement”) is made by and between **LANSING – ARCUS LLC**, a Delaware limited liability company (the “Landowner”), and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada (“County”)(collectively, the “Parties”).

1. GENERAL.

1.1 Property. The Landowner is the owner of real property located in Washoe County, Nevada known as Assessor’s Parcel Numbers: # 080-723-01, 080-723-02, 080-723-03, 080-721-03, 080-721-04, & 080-721-05 in Washoe County, Nevada (the “Property”) as more particularly described in Exhibit A, attached hereto, which is subject to County’s Lemmon Valley Suburban Character Management Area (LVSCMA) of the North Valleys Area Plan.

1.2. Tentative Map. The Property has a County land use designation of Medium Density Suburban 4 (“MDS4”), which allows a density of four single family dwellings per acre. On September 11, 2018 the County issued its Action Order, which is incorporated herein by this reference as Exhibit B, approving a tentative map application of the Landowner for the Property known as Tentative Subdivision Map Case File No. WTM18-002 (Prado Ranch North) (the “Tentative Map”). The development of the Property must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the “Code”).

1.3 Previous Final Maps. Landowner has not recorded any final maps on the Property.

1.4 Final Map Requirement. Pursuant to NRS 278.360(1), unless the parties have entered into an agreement concerning the development of land authorized by NRS 278.0201, the Landowner must cause a final map (the “Final Map”) to be submitted prior to the expiration of the four (4) year time limit, which is September 11, 2022.

1.5 Circumstances Requiring an Extension of Time. Additional time is requested to work through several issues related to this development which benefits both the Landowner and County.

1.5.1. County, along with the Landowner, is working with the Regional Transportation Commission (“RTC”) to finalize the alignment of Lemmon Drive. The preferred Lemmon Drive alignment is still progressing through the screening process. The RTC with their agency partners continue to refine the top 3 roadway alternatives with additional engineering analysis with the intent to present a preferred alternate for consideration in 2022.

1.5.2. Washoe County Engineering & Capital Projects division is working with stakeholders on a related matter. County is working with a hydrologist to determine a revised Base Flood Elevation (“BFE”) of Swan Lake as it relates to adjacent properties and will influence the elevation of the Lemmon Drive project. Further, this will require technical review and approval by Federal Emergency Management Agency (“FEMA”) along with issuance of a possible Conditional Letter of Map Revision (“CLOMR”) and subsequent Letter of Map Revision (“LOMR”). In addition, a contractor is now storing material at County’s pit along Lemmon Drive with a maximum capacity of 5,000 yds³ at the pit. The intent is to store between 1,500 and 2,000 yds³ to be easily accessed in the event of flooding to occur between now and when the new roadway is constructed.

1.5.3. The Parties believe it is in the public interest to enter into this Agreement and provide, among other matters, additional time to design and establish phasing and financing for the infrastructure and construction of the Property.

2. **AGREEMENT CONCERNING DEVELOPMENT OF THE PROPERTY.**

2.1 Compliance with NRS 278.0201 and Code. This Agreement is an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Code. The Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. The Parties hereby agree that the Landowner's deadline to submit the Final Map is hereby extended pursuant to the terms of this Agreement. In compliance with NRS 278.0201(1), the following covenants, terms and conditions are set forth:

2.1.1. The land which is subject to this Agreement is the Property.

2.1.2. The duration of this Agreement shall be for two (2) years from September 11, 2022 to September 11, 2024, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement.

2.1.3. This agreement shall terminate and all original conditions of approval for WTM18-0002 shall be in full force and effect upon recordation of the final map or the first final map in a series. Changes in federal, state or county law concerning public health, safety or welfare will apply to any final map or other permit. Final maps must then be filed in accordance with NRS 278.360.

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property is a 490- unit common open space development, having lot sizes of approximately 6,000 to 19,811 square feet, and a density of 3.17 dwellings unit per acre, which complies with the Property's MDS4 zoning designation.

2.1.5. The maximum height and size of the proposed buildings on the Property will comply with the MDS4 maximum height limit.

2.1.6. The provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and the Code. As part of this Common Open Space Development there is a Common Open Space element with Open Channels and a Trail network within the proposed development that will provide access, to and through the common areas and the adjoining properties. The common area, approximately 24.25 acres, will be owned and maintained by a homeowners' association. The Landowner has been working with County and others as needed to provide and preserve adequate access to adjoining lands.

2.1.7. Terms and conditions relating to construction and financing of necessary public improvements and facilities, including participation in special assessment

district proceedings, if necessary, will be supplied pursuant to Section 2.1.3. This will include the following exhibits.

- Exhibit ____: A phasing plan for the final maps and infrastructure, including construction phasing and financing plan with information on required bonding or other acceptable guarantees of performance and completion (Article 110.610 Washoe County Development Code) for each development phase or stage.
- Exhibit ____: In the event that financing includes participation in a special assessment district, information and methodology on the proposed funding mechanism and benefiting properties for the services and infrastructure, i.e. GID, SAD, LID, HOA, etc.

2.1.8. Phasing and deadline dates for project grading and development with information on required bonding or other acceptable guarantees of performance and completion (Article 110.610 Washoe County Development Code) for each development phase or stage will be addressed with the submittal of each final map.

2.1.9. The 1st final map, to be a minimum of five lots, shall be recorded on or before September 11, 2024. All successive final maps, if the Landowner chooses to record in a series, must include a minimum of five lots. Unless otherwise provided herein, the deadlines for any final maps shall be governed by NRS 278.360.

2.1.10. "Development" standards for the Prado Ranch North subdivision are set forth in the conditions and requirements of the Tentative Map, the first final map, and the Board of County Commission's Action Order dated September 11, 2018.

2.2 Code and Changes to the Law. The Parties agree that changes in federal, state or county law concerning public health, safety or welfare will apply to any final map or other permit.

2.3 Public Notice. Any and all public notices required to be given in connection with this Agreement shall be given in accordance with Section 110.814.25 of the Code

2.4 Assumption of Risk. The Landowner acknowledges and agrees that the Landowner is proceeding voluntarily and at its own risk in entering into this Agreement and without advice, promises or guarantees of any kind from the County, other than as expressly set forth herein. The Landowner waives any claims for damages against the county that might arise out of, or relate to, a subsequent court determination that this Agreement or any provision in it is invalid and/or unenforceable, including any claim based on NRS 278.0233(1) regarding the requirements, limitations, or conditions imposed pursuant to this Agreement.

2.5 Default and Termination of Agreement. This Agreement shall become null and void, in the event of noncompliance with any term or deadline set forth in this Agreement if the breaching party fails to fully cure such noncompliance after reasonable written notice and opportunity to cure, and all proceedings concerning the Tentative Map shall be terminated, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of termination of this Agreement.

2.6 Termination By Final Map. This Agreement shall terminate upon recording of the Final Map.

3. MISCELLANEOUS PROVISIONS.

3.1 Time is of the Essence. Time is of the essence of this Agreement.

3.2 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

3.3 Assignability of the Agreement. This Agreement shall be binding upon and inure to the benefit of all future successors in interest of the Property as described in Exhibit A (Legal Description), and the successor shall assume the duties and obligations under this Agreement.

3.4 Entire Agreement. This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

3.5 Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Nevada. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada and venue for any action shall be solely in state district court for Washoe County, Nevada.

3.6 Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, pursuant to the laws of the State, the time for such performance shall be extended to 5:00 p.m. on the next business day.

3.7 Written Amendments. Amendments to this Agreement, if any shall be approved as provided in NRS 278.0205.

3.8 Future Cooperation. Each party shall, at the request of the other, at any time, execute and deliver to the requesting party all such further instruments as may be reasonably necessary or appropriate in order to effectuate the purpose and intent of this Agreement.

3.9 Third Party Beneficiary Rights. This Agreement is not intended to create any third-party beneficiary rights in any person not a party hereto.

3.10 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently. The parties have equal bargaining power and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of the Agreement, the interpretation of this

Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist, or against the draftsmen.

3.11. Counterparts. This instrument may be executed in two or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto, but having attached to it one or more additional signature pages.

[Signatures appear on following page]

[Signature page to Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above last written below.

LANDOWNER:

LANSING - ARCUS LLC, a Delaware limited liability company

By: _____
Gregory P. Lansing, Manager

Date: _____

COUNTY:

COUNTY OF WASHOE, a political subdivision of the State of Nevada, by its BOARD OF WASHOE COUNTY COMMISSIONERS

By: _____
Vaughn Hartung, Chairman

Date: _____

ATTEST:

JAN GALASSINI, County Clerk

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2022, by Gregory P. Lansing as the Manager of Lansing – Arcus, LLC, a Delaware limited liability company.

My Commission Expires: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2022, by Vaughn Hartung, Chair, Washoe County Commission.

Notary Public
My Commission Expires: _____

Exhibit "A"

Legal Description For
Prado Ranch North
Tentative Map

All that certain real property situate within portions of the East One-Half (E 1/2) of Section Twenty-Two (22) and the West One-Half (W 1/2) of Section Twenty-Three (23), Township Twenty-One (21) North, Range Nineteen (19) East, Mount Diablo Base and Meridian, City of Reno, Washoe County, State of Nevada, being Parcel 28 and portions of Parcels 25, 26, 27 and 29 as shown on Land Map No. 79, recorded September 19, 1985 as File No. 1023013, in the Official Records of Washoe County, Nevada being more particularly described as follows:

BEGINNING at the Southeast corner of said Parcel 29 being on the North right-of-way of Nectar Way;

THENCE departing said Southeast corner and along the southerly boundary of said Parcel 29 the following five (5) courses:

- 1) North 89°44'21" West, 1457.76 feet to the beginning of a tangent curve to the left;
- 2) 76.73 feet along the arc of a 540.00 foot radius curve through a central angle of 08°08'29";
- 3) North 07°52'50" West, 216.15 feet;
- 4) North 89°43'08" West, 21.20 feet;
- 5) South 70°53'22" West, 415.39 feet to the northeasterly right-of-way of Lemmon Drive and the southwesterly line of said Parcel 29;

THENCE along said northeasterly right-of-way and said southwesterly boundary, North 19°06'38" West, 319.07 feet;

THENCE departing said northeasterly right-of-way and said southwesterly boundary and along the following three (3) courses:

- 1) North 70°53'22" East, 494.00 feet;
- 2) North 19°06'38" West, 1070.14 feet;
- 3) South 68°01'58" West, 494.61 feet to the aforementioned northeasterly right-of-way of Lemmon Drive, also being on the southwesterly boundary of Parcel 27 and the beginning of a non-tangent curve to the left;

THENCE along said northeasterly right-of-way and southwesterly boundary of Parcels 27 and 25, from a radial line which bears South $71^{\circ}05'10''$ West, 1162.38 feet along the arc of a 2439.26 foot radius curve through a central angle of $27^{\circ}18'11''$; to the westerly corner of Parcel 25;

THENCE along said northwesterly boundary, North $24^{\circ}47'32''$ East, 342.47 feet;

THENCE continuing along said northwesterly boundary, North $18^{\circ}31'28''$ East, 472.50 feet to the northwesterly corner of Parcel 25;

THENCE departing said northwesterly corner and along said northerly boundary, the following three (3) courses:

- 1) South $71^{\circ}28'32''$ East, 463.76 feet to the beginning of a tangent curve to the left;
- 2) 152.67 feet along the arc of a 525.00 foot radius curve through a central angle of $16^{\circ}39'41''$;
- 3) South $88^{\circ}08'13''$ East, 171.18 feet;

THENCE departing said northerly boundary and along the following eight (8) courses:

- 1) South $61^{\circ}00'36''$ East, 153.52 feet
- 2) South $88^{\circ}08'13''$ East, 245.21 feet;
- 3) South $41^{\circ}20'50''$ East, 625.15 feet;
- 4) South $52^{\circ}54'47''$ East, 50.00 feet to the beginning of a non-tangent curve to the left;
- 5) from a radial line which bears North $52^{\circ}17'33''$ West, 191.90 feet along the arc of a 1999.00 foot radius curve through a central angle of $05^{\circ}30'01''$;
- 6) North $32^{\circ}12'26''$ East, 580.44 feet;
- 7) South $57^{\circ}47'34''$ East, 366.04 feet to the beginning of a non-tangent curve to the left;
- 8) from a radial line which bears North $32^{\circ}11'30''$ East, 478.85 feet along the arc of a 1201.61 foot radius curve through a central angle of $22^{\circ}49'59''$ to the right-of-way of Chickadee Drive as shown on said Land Map No. 79;

THENCE along said easterly right-of-way and the easterly boundary of Parcel 28, South 00°21'14" West, 2621.327 feet to the aforementioned Southeast corner of said Parcel 29 and the **POINT OF BEGINNING**.

Containing 146.29 acres of land, more or less.

BASIS OF BEARINGS:

Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Reference Network (NAD 83/94-HARN), as determined using real time kinematic (RTK) GPS observations with corrections transmitted by the Northern Nevada Cooperative Real Time Network GPS (NNCRN GPS).

Prepared by:

Wood Rodgers, Inc.

1361 Corporate Boulevard

Reno, NV 89502



Daniel A. Bigrigg, P.L.S.
Nevada Certificate No. 19716



1001 EAST 9TH STREET
PO BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-2020
FAX (775) 328.6132

WASHOE COUNTY
COMMUNITY SERVICES DEPARTMENT
Planning and Building

September 12, 2018

Nancy Parent, County Clerk
Washoe County
P.O. Box 11130
Reno, NV 89520

RECEIVED

SEP 12 2018

INT. AS
NANCY PARENT
WASHOE COUNTY CLERK

SUBJECT: Appeal of the denial, by the Washoe County Planning Commission of Tentative Subdivision Map Case Number WTM18-002 (Prado Ranch North), a tentative subdivision map for a 490 lot common open space subdivision development with single family lots ranging in size from 6,000 to 24,058 square feet. The proposal also requested a reduction of the minimum lot width from 70 feet to 55 feet.

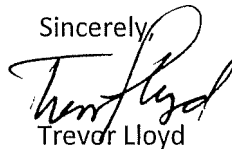
(Commission District 5)

Dear Ms. Parent

Please be advised of final action on September 11, 2018, by the Washoe County Board of County Commissioners (Board) in the above referenced cases. The Board's final action approved this item subject to conditions of approval. Those conditions of approval are attached to this letter.

The Board gave reasoned consideration to information contained within the staff report for this agenda item, and the information received during the Board's public hearing.

The Board's action was three in favor and one opposed (Commissioner Jung absent). Please provide a copy of this letter to our department indicating when this letter was received by your office.

Sincerely,


Trevor Lloyd
Planning Manager, Planning and Building Division
Washoe County Community Services Department

TL:jo

Attachments: Conditions of Approval WTM18-002

Cc: Dave Solaro, Assistant County Manager
Nate Edwards, Deputy District Attorney
Mojra Hauenstein, Director, Planning and Building Division
Dwayne Smith, Director, Engineering and Capital Projects Division



INTEGRITY



EFFECTIVE COMMUNICATION



QUALITY PUBLIC SERVICE



Conditions of Approval

Tentative Subdivision Map Case Number WTM18-002

The project approved under Tentative Subdivision Map Case Number WTM18-002 shall be carried out in accordance with the Conditions of Approval granted by the Planning Commission on July 3, 2018. 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.

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

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

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

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

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

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

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

- **The DISTRICT BOARD OF HEALTH, through the Washoe County Health District, has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.**

- The RENO-TAHOE AIRPORT AUTHORITY is directed and governed by its own Board. Therefore, any conditions set by the Reno-Tahoe Airport Authority must be appealed to their Board of Trustees.
- The REGIONAL TRANSPORTATION COMMISSION (RTC) is directed and governed by its own Board. Conditions recommended by the RTC may be required, at the discretion of Washoe County.

STANDARD CONSIDERATIONS FOR SUBDIVISIONS
Nevada Revised Statutes 278.349

Pursuant to NRS 278.349, when contemplating action on a tentative subdivision map, the governing body, or the planning commission if it is authorized to take final action on a tentative map, shall consider:

- (a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
- (b) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;
- (c) The availability and accessibility of utilities;
- (d) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks;
- (e) Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;
- (f) General conformity with the governing body's master plan of streets and highways;
- (g) The effect of the proposed subdivision on existing public streets and the need for new streets and highways to serve the subdivision;
- (h) Physical characteristics of the land such as floodplain, slope and soil;
- (i) The recommendations and comments of those entities reviewing the tentative map pursuant to NRS 278.330 and 278.335; and
- (j) The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.

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

Washoe County Planning and Building Division

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

**Contact: Eric Young & Julee Olander, 775-328-3613 (Eric) & 775-328-3627 (Julee),
eyoung@washoecounty.us & jolander@washoecounty.us**

- a. The applicant shall demonstrate substantial conformance to the plans approved as part of this tentative subdivision map.
- b. The subdivision shall be in substantial conformance with the provisions of Washoe County Development Code Article 604, Design Requirements, and Article 608, Tentative Subdivision Maps.
- c. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- d. In accordance with NRS 278.360, the sub-divider shall present to Washoe County a final map, prepared in accordance with the tentative map, for the entire area for which a tentative map has been approved, or one of a series of final maps, each covering a portion of the approved tentative map, within four years after the date of approval of the tentative map or within one year of the date of approval for subsequent final maps. On subsequent final maps, that date may be extended by two years if the extension request is received prior to the expiration date.
- e. Final maps shall be in substantial compliance with all plans and documents submitted with and made part of this tentative map request, as may be amended by action of the final approving authority.
- f. All final maps shall contain the applicable portions of the following jurat:

Jurat for FIRST FINAL MAP

The Tentative Map for WTM18-002 (Prado Ranch North) was APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON July 3, 2018.

THIS FINAL MAP, MAP NAME AND UNIT/PHASE #, MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS, IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP AND ITS CONDITIONS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, AND THOSE CONDITIONS HAVE BEEN SATISFIED FOR RECORDATION OF THIS MAP, EXCEPT THAT THE "OPERATIONAL CONDITIONS" CONTAINED IN THE RECORDED ACTION ORDER SHALL REMAIN IN FULL FORCE AND EFFECT IN PERPETUITY.

IF ALL LOTS ON THIS MAP ARE REVERTED TO ACREAGE AND A NEW SUBDIVISION APPROVAL IS OBTAINED AT A FUTURE DATE, THE PROVISIONS OF THIS APPROVAL SHALL BE NULL AND VOID, UPON APPROVAL BY WASHOE COUNTY OF THOSE ACTIONS.

[Omit the following paragraph if this is the first and last (only) final map.]

THE NEXT FINAL MAP FOR WTM18-002 (Prado Ranch North) MUST BE APPROVED AND ACCEPTED FOR RECORDATION BY THE PLANNING AND BUILDING DIVISION DIRECTOR ON OR BEFORE THE EXPIRATION DATE, THE _____ DAY OF _____, 20____, OR AN EXTENSION OF TIME FOR THE TENTATIVE MAP MUST BE APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON OR BEFORE SAID DATE.

THIS FINAL MAP IS APPROVED AND ACCEPTED FOR RECORDATION THIS _____ DAY OF _____, 20____ BY THE PLANNING AND BUILDING DIVISION DIRECTOR. THE OFFER OF DEDICATION FOR STREETS, SEWERS, ETC. IS REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NRS CHAPTER 278.

MOJRA HAUENSTEIN, DIRECTOR, PLANNING AND BUILDING

Jurat for ALL SUBSEQUENT FINAL MAPS

THE TENTATIVE MAP for WTM18-002 (PRADO RANCH) was APPROVED *<denied>* BY THE WASHOE COUNTY PLANNING COMMISSION ON *<date>*. [If the TM had been appealed to the BCC --- Add:] THE WASHOE COUNTY COMMISSION APPROVED THE TENTATIVE MAP ON APPEAL ON *<date>*.

THE FIRST FINAL MAP FOR THIS TENTATIVE MAP WAS APPROVED AND ACCEPTED FOR RECORDATION ON *<date of Planning and Building Director's signature on first final map>*. [Omit the following if second map.] THE MOST RECENTLY RECORDED FINAL MAP, *<subdivision name and prior unit/phase #>* FOR THIS TENTATIVE MAP WAS APPROVED AND ACCEPTED FOR RECORDATION ON *<date of Planning and Building Director's signature on most recent final map>* [If an extension has been granted after that date – add the following]: A TWO YEAR EXTENSION OF TIME FOR THE TENTATIVE MAP WAS APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON *<date of last Planning Commission action to extend the tentative map>*.

THIS FINAL MAP, *<subdivision name and unit/phase #>*, MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP; AND ALL CONDITIONS HAVE BEEN MET.

[Omit the following paragraph if this is the last final map.]

THE NEXT FINAL MAP FOR WTM18-002 (Prado Ranch) MUST BE APPROVED AND ACCEPTED FOR RECORDATION BY THE PLANNING AND BUILDING DIRECTOR ON OR BEFORE THE EXPIRATION DATE, THE _____ DAY OF _____, 20____, *<add two years to the current expiration date unless that date is more than two years away>* OR AN EXTENSION OF TIME FOR THE TENTATIVE MAP MUST BE APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON OR BEFORE SAID DATE.

MOJRA HAUENSTEIN, DIRECTOR,

PLANNING AND BUILDING DIVISION

- g. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to Engineering Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.
- h. A note shall be placed on all grading plans and construction drawings stating:

NOTE

No habitable structures shall be located on a fault that has been active during the Holocene epoch of geological time.

- i. A note shall be placed on all grading plans and construction drawings stating:

NOTE

Should any cairn or grave of a Native American be discovered during site development, work shall temporarily be halted at the specific site and the Sheriff's Office as well as the State Historic Preservation Office of the Department of Conservation and Natural Resources shall be immediately notified per NRS 383.170.

- j. The developer and all successors shall direct any potential purchaser of the site to meet with the Planning and Building Division to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Planning and Building Division of the name, address, telephone number and contact person of the new purchaser within thirty (30) days of the final sale.
- k. The developer shall establish trails to undeveloped lands for future trail connection and access.
- l. The developer shall provide, where feasible, for future passive or natural heating or cooling opportunities in the subdivision.
- m. Prior to any ground disturbing activity, the applicant shall submit a landscaping/architectural design plan to Planning and Building for review and approval by Planning and Building Division. Said plan shall address, but not be limited to: type and color of building materials, general architectural design, parking, parking lot circulation and striping, signage, exterior lighting, fencing, trash enclosures, landscaping material (if plant material: type, size at time of planting, maturation size at full growth, period of time between planting and full growth), landscaping location, landscaping irrigation system, and financial assurances that landscaping will be planted and maintained.
- n. A certification letter or series of letters by a registered landscape architect or other persons permitted to prepare landscaping and irrigation plans pursuant to N.R.S. 623A shall be submitted to and approved by Planning and Building / Design Review Committee. The letter(s) shall certify that all applicable landscaping provisions of Articles 408, 410 and 412 of the Development Code have been met. Any landscaping plans and the letter shall be wet-stamped. The letter shall indicate any provisions of the code that the Director of Planning and Building Division has waived.
- o. All landscaping shall be maintained in accordance with the provisions found in Section 110.412.75, Maintenance. A three-year maintenance plan shall be submitted by a licensed landscape architect registered in the State of Nevada to the Planning and Building Division, prior to a Certificate of Occupancy. The plan shall be wet-stamped.

- p. All open space and parks identified on the final map shall be privately maintained and perpetually funded by the homeowners association. The deed to the open space and parks areas shall reflect perpetual dedication for that purpose. The maintenance of the open space and parks and related improvements shall be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
- q. Construction activities shall be limited to the hours between 7AM and 7PM on Mondays, Tuesdays, Wednesdays, Thursdays, Fridays and Saturdays. Construction activities shall be limited to the hours between 8AM and 5PM on Sundays and no noise shall exceed 65 dB at the property line.
- r. All drainage facilities and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowners association.
- s. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.
- t. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.
- u. No motorized vehicles shall be allowed on the platted common area.
- v. At least one tree shall be installed with irrigation on each residential lot. Trees and irrigation shall be shown on each building permit application for a dwelling.
- w. When adjacent to or across a street from residential development in existence as of the final adoption of this plan a minimum 30-foot wide open-space buffer shall be provided , containing a minimum 8-foot wide decomposed granite trail, on the perimeter.
- x. Maintain a minimum parcel size of 15,000 square feet for any parcel located on the perimeter; OR, provide for perimeter parcel sizes that match the existing residential parcels.
- y. Limit all dwellings to a single story located on the perimeter when adjacent to or across a street from residential development in existence as of the final adoption of this plan.
- z. Vary setbacks and driveway design.
 - aa. Construct no more than 25% of the total residential units in the same architectural elevation.
 - bb. Limit the use of block, concrete, or similar material to posts, pillars and similar uses. These materials are not to be used for panel or wall sections. Plans for the maintenance of perimeter fences will be submitted with tentative map applications.
 - cc. Minimize the use of street lighting. Any lighting proposed must show how it is consistent with current best practice "dark-sky" standards. Exterior lighting fixtures mounted on the homes or units shall be no higher than the line of the first story eave or, where no eave exists, no higher than 15 feet above finished grade. Lights shall be shielded to prevent light spillage onto adjacent properties or streets.
 - dd. Establish landscape designs that emphasize the use of native vegetation, with non-native and atypical vegetation integrated sparingly into any landscaped area.
 - ee. The Homebuilders must offer at least two separate xeriscape options.
 - ff. The subdivider shall install climatic adaptive landscaping in the front yard area between the front property line and the main building of each new residential lot.
 - gg. Failure to comply with the conditions of approval shall render this approval null and void.

- hh. The common open space owned by the homeowners association shall be noted on the final map as "common open space" and the related deed of conveyance shall specifically provide for the preservation of the common open space in perpetuity. The deed to the open space and common area shall reflect perpetual dedication for that purpose. The deed shall be presented with the CC&Rs for review by Planning and Building staff and the District Attorney.
- ii. Any reference to a homeowners association (HOA) in these conditions of approval shall mean a homeowners association, landscape maintenance or other acceptable maintenance and management entity/group to the satisfaction of the Washoe County Community Services Department.
- jj. There shall be no provision within the CC&Rs that any Washoe County department or agency shall be responsible for enforcing any part of the CC&Rs.
- kk. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be submitted to Planning and Building staff for review and subsequent forwarding to the District Attorney for review and approval. The final CC&Rs shall be signed and notarized by the owner(s) and submitted to Planning and Building with the recordation fee prior to the recordation of the final map. The CC&Rs shall require all phases and units of the subdivision approved under this tentative map to be subject to the same CC&Rs. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's Office. Said CC&Rs shall specifically address the potential for liens against the properties and the individual property owners' responsibilities for the funding of maintenance, replacement, and perpetuation of the following items, at a minimum:
 - 1. Maintenance of public access easements, common areas, and common open spaces. Provisions shall be made to monitor and maintain, for a period of three (3) years regardless of ownership, a maintenance plan for the common open space area. The maintenance plan for the common open space area shall, as a minimum, address the following:
 - a. Vegetation management;
 - b. Watershed management;
 - c. Debris and litter removal;
 - d. Path/trail maintenance;
 - e. Fire access and suppression; and
 - f. Maintenance of public access and/or maintenance of limitations to public access.
 - 2. All drainage facilities and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowners association.
 - 3. All open space identified as common open space on the final map shall be privately maintained and perpetually funded by the homeowners association. The deed to the common open space shall reflect perpetual dedication for that purpose. The maintenance of the common open space and related improvements shall be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
 - 4. Parks and common open space located within the development will be developed with specific amenities to enhance the park and to create a gathering place for the public.

5. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.
6. No motorized vehicles shall be allowed on the platted common open space.
7. Mandatory solid waste collection.
8. The project adjacent to undeveloped land shall maintain a fire fuel break of a minimum 30 feet in width until such time as the adjacent land is developed.

Washoe County Engineering and Capital Projects

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

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

- a. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- b. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the water and sewer provider(s) and Engineering and Capital Projects Division a complete set of reproducible as-built construction drawings in an approved digital format, prepared by a civil engineer registered in the State of Nevada.
- c. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable County Department shall be responsible for determining compliance with this condition.
- d. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the onsite improvements.
- e. A complete set of construction improvement drawings, including an onsite grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best management practices (BMP's) and shall include detailed plans for grading and drainage on each lot, erosion control (including BMP locations and installation details), slope stabilization and mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
- f. All open space shall be identified as common area on the final map. A note on the final map shall indicate that all common areas shall be privately maintained and perpetually funded by the Homeowners Association. The maintenance of the common areas shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
- g. Any existing easements or utilities that conflict with the development shall be relocated, quitclaimed, and/or abandoned, as appropriate.
- h. Any easement documents recorded for the project shall include an exhibit map that shows the location and limits of the easement in relationship to the project.
- i. All existing overhead utility lines shall be placed underground, except electric transmission lines greater than 100 kilovolts, which can remain above ground.
- j. With each affected final map, provide written approval from NV Energy for any improvements located within their easement or under their facilities.

- k. Appropriate easements shall be granted for any existing or new utilities, with each affected final map. This includes, but is not limited, to electrical lines, water lines, and drainage maintenance access.
- l. Appropriate easements shall be granted to perpetuate/relocate existing access roads and easements.
- m. A 10 foot Public Utilities Easement and a 10 foot easement for traffic control signage, plowed snow storage and sidewalks shall be granted adjacent to all rights-of-way.
- n. A design level geotechnical investigation with fault study shall be provided with the submittal of each final map.
- o. Cut slopes, fill slopes, and berms shall be setback from parcel lines and access easements in accordance with Washoe County Code Article 438.
- p. Slope easements shall be provided for areas of cut or fill that fall outside of the subdivision boundary.
- q. TMWA shall approve any grading in existing waterline easements and any proposed access road relocations.

DRAINAGE (COUNTY CODE 110.416, 110.420, and 110.421)

- r. The conditional approval of this tentative map shall not be construed as final approval of the drainage facilities shown on the tentative map. Final approval of the drainage facilities will occur during the final map review and will be based upon the final hydrology report.
- s. Prior to finalization of the first final map, a master hydrology/hydraulic report and a master storm drainage plan shall be submitted to the County Engineer for approval.
- t. Prior to finalization of any portion of the tentative map, a final, detailed hydrology/hydraulic report for that unit shall be submitted to the County Engineer. All storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided.
- u. The FEMA 100-year floodplain shall be shown on the final map and grading plan to the satisfaction of the County Engineer. All grading and construction in these areas shall be in conformance with the Washoe County Code Article 416.
- v. Prior to placement of any fill material within a FEMA Special Flood Hazard Area, an approved Conditional Letter of Map Revision (CLOMR) shall be obtained from FEMA.
- w. An approved Letter of Map Revision (LOMR) shall be obtained from FEMA prior to issuance of a Certificate of Occupancy for any structures within the Special Flood Hazard Area.
- x. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and grouted rock riprap shall be used to prevent erosion at the inlets and outlets of all culverts to the satisfaction of the Engineering and Capital Projects Division.
- y. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage leaving the site to the satisfaction of the Engineering and Capital Projects Division.
- z. The Truckee Meadows Regional Stormwater Quality Management Program Construction Permit Submittal Checklist and Inspection Fee shall be submitted with each final map.

- aa. In medians with irrigated landscaping adjacent to the curb, a subdrain system shall be installed a minimum of one foot behind the back face of curb to intercept drainage from the landscaping. The system shall be tied to the storm drain system or an acceptable alternative drainage system.
- bb. Drainage swales that drain more than two lots are not allowed to flow over the curb into the street; these flows shall be intercepted by an acceptable storm drain inlet and routed into the storm drain system.
- cc. A note on the final map shall indicate that all drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowners association. The maintenance and funding of these drainage facilities shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
- dd. The maximum permissible flow velocity (that which does not cause scour) shall be determined for all proposed channels and open ditches. The determination shall be based on a geotechnical analysis of the channel soil, proposed channel lining and channel cross section, and it shall be in accordance with acceptable engineering publications/calculations. Appropriate linings shall be provided for all proposed channels and open ditches such that the 100-year flows do not exceed the maximum permissible flow velocity.
- ee. Maintenance access and drainage easements shall be provided for all existing and proposed drainage facilities. All drainage facilities located within Common Area shall be constructed with an adjoining minimum 12' wide gravel access road. Maintenance access road shall be provided to the bottom of proposed detention basins as well as over County owned and maintained storm drainage facilities.
- ff. Drainage easements shall be provided for all storm runoff that crosses more than one lot.
- gg. The project shall mitigate the increased stormwater volume produced from the development based on the 100 year–10 day storm event. Alternatives for mitigation include excavation of material within or adjacent to the existing flood zone creating additional effective flood volume or other means subject to approval by the County Engineer.
- hh. The project shall mitigate the loss of Swan Lake flood storage volume for any portion of the development (including Lemmon Drive right-of-way improvements) where fill is placed within areas located at or below the current FEMA designated 100-year water surface elevation or future revised 100-year flood plain elevation approved by the County Engineer. Flood storage volume mitigation shall address both the above ground storage and below ground storage lost due to filling within the floodplain. A geotechnical analysis and study shall be performed to estimate in-situ soil porosity and infiltration rates which can be used to estimate sub-surface storage volume lost.
- ii. The project shall mitigate the loss of Swan Lake flood pool surface area for any portion of the development (including Lemmon Drive right-of-way improvements) where fill is placed within areas located at or below the current FEMA designated 100-year water surface elevation or future revised 100-year flood plain elevation approved by the County Engineer. Prior to the approval of the first final map, it shall be demonstrated that the volume of stormwater lost due to evaporation for the post-development condition shall be greater than or equal to the pre-development condition.
- jj. The tentative map application identifies areas located in the City of Reno as flood volume mitigation sites which will be used to mitigate flood water volumes for Prado Ranch Developments located in Reno and Washoe County. Prior to the approval of the 1st final map, a master flood volume mitigation plan and analysis shall be submitted to

the County Engineer and City of Reno for review and approval. Said plan shall estimate and tabulate all storm water volume and flood pool area mitigation required for the developments, and shall apply an additional 25% volume adjustment as a safety factor to account for topographical inaccuracies or other calculation uncertainties. Upon each subsequent final map submittal, a report to include a tabulation of total volume and flood pool area mitigation required for all projects approved to date compared to total volume and flood pool area mitigation provided shall be submitted for review.

- kk. Prior to the finalization of the first final map, a maintenance and operation plan for the maintenance of the project's detention/retention basins, Volume Replacement Areas, and all other drainage facilities to be owned and maintained by the HOA shall be developed in accordance with the Washoe County Code Article 421. Said plan shall be updated for each new final map in which new HOA facilities are added.
- ll. Lemmon Drive is the primary access for the project shall be capable of providing safe access during persistent flood events. The Prado Ranch Development which includes The Prado Ranch North Tentative Map within Washoe County and proposed development within City of Reno will be required to reconstruct Lemmon Drive from Deodar Way to the north boundary of Prado Ranch North Tentative Map to an elevation of 4926 feet (or to an elevation to be determined by additional analysis)
- mm. With the finalization of the first final map for Prado Ranch North, the portion of Lemmon Drive extending from the north boundary of the project to Deodar Way shall be raised and reconstructed to provide 2 paved travel lanes at an elevation of 4926 feet (or to an elevation to be determined by additional analysis) above mean sea level.
- nn. Following Washoe County and City of Reno roadway design and permitting requirements, Lemmon Drive reconstruction shall include the construction of the roadway subgrade for the 4-lane ultimate road improvement. All existing or new culvert pipes within the Lemmon Drive reconstruction area shall include the ability to be closed providing a water-tight seal, designed and constructed to the satisfaction of the County Engineer and the City of Reno Public Works Director. These roadway and drainage improvements may be subject to a future development agreement.
- oo. The developer shall obtain from the City of Reno all necessary approvals and permits for the excavation of the Volume Replacement Area, located on the west side of Lemmon Drive, prior to the issuance of a grading permit or final map approval.
- pp. Prior to the recordation of the 1st final map, appropriate documentation which restricts future development within Volume Replacement Areas shall be provided to the County Engineer.
- qq. A note shall be added to the final map and similar language contained with the project CC&R's stating that owners of parcels created by final map within this development shall not protest the formation of a Storm Water Utility District, Flood Control District, Special Assessment District or other funding mechanism which is approved and created for the purpose of storm water and/or flood water management.
- rr. Offsite drainage and common area drainage draining onto residential lots shall be perpetuated around the residential lots, and drainage facilities capable of passing a 100-year storm shall be constructed with the subdivision improvements to perpetuate the storm water runoff to improved or natural drainage facilities. The maintenance of these drainage facilities shall be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.

Washoe County Engineering and Capital Projects -Traffic and Roadways

3. The following conditions are requirements of Utilities, which shall be responsible for determining compliance with these conditions.

Contact: Clara Lawson, 77.328.3603, clawson@washoecounty.us

- a. All roadway improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided.
- b. An Occupancy Permit shall be obtained from the City of Reno for all construction within the Lemmon Drive right-of-way, and a copy of said permit shall be submitted to the County Engineer prior to finalization of the affected final map.
- c. An additional traffic study is required with the recordation of the 400th lot to evaluate the need to widen Lemmon Drive from 2 to 4 lanes from Arkansas to Chickadee in the 10 year CIP.
- d. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
- e. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet American Association of State Highway and Transportation Officials (AASHTO) sight distances and safety guidelines. No tree shall overhang the curb line of any public street.
- f. A note on each affected final map shall state that no direct access from individual lots shall be allowed onto Lemmon Drive and Prado Ranch Parkway. This note shall also be included in the CC&Rs to the satisfaction of the District Attorney's Office.
- g. For any utilities placed in existing County streets, a Washoe County Street Cut Permit shall be obtained from Washoe County Engineering and pavement cuts shall be repaired to the satisfaction of the County Engineer. Street Cut Permits will require full depth asphalt pavement patching and may include grinding and overlay of half or full street widths with full width pavement seal coat.
- h. Streetlights shall be constructed to Washoe County standards at locations to be determined at the final design stage. Any streetlights that do not meet Washoe County standards shall be placed outside Washoe County right-of-way. These streetlights shall be private, and the CC&R's shall indicate operation and maintenance of the streetlights to be the responsibility of the Homeowners Association. The County Engineer and the District Attorney's Office shall determine compliance with this condition.
- i. AASHTO clear zones shall be determined for all streets adjacent to retaining walls or slopes steeper than 3:1. If a recoverable or traversable clear zone cannot be provided, an analysis to determine if barriers are warranted shall be submitted for approval.
- j. All retaining walls that are within the slope failure wedge from Washoe County right-of-way shall be constructed of reinforced masonry block or reinforced concrete and designed by an engineer licensed in the State of Nevada. Retaining walls shall not be located within Washoe County right-of-way. The maintenance of the retaining walls shall be by Homeowners Association and the CCR's shall clearly identify the HOA's maintenance responsibilities of retaining walls.
- k. No retaining walls that retain soil from the County right-of-way shall be located within a plowed snow storage easement.
- l. Sidewalks shall be constructed on both sides of the street and shall meet ADA requirements.

- m. Curb and gutter shall be standard Type I per Washoe County standard details.
- n. Prior to recordation of the affected final map, an ASTM E1527-13 Phase I Environmental Site Assessment shall be submitted for all parcels dedicated to Washoe County.
- o. Appropriate roadway improvement transitions, including any necessary removal of existing asphalt pavement shall be provided between the existing and proposed street improvement connections.
- p. Adequate snow storage easements shall be identified on the final plat.
- q. The final map and the conditions, covenants and restrictions (CC&Rs) shall prominently note to the satisfaction of the District Attorney's Office and the County Engineer that Washoe County will not assume responsibility for landscape maintenance within the County right of way.
- r. Signing, striping and traffic control improvements shall comply with American Association of State Highway and Transportation Officials Design guidelines, the Manual of Uniform Traffic Control Devices and Washoe County requirements and where applicable Nevada Department of Transportation requirements.
- s. Lemmon Drive/Nectar Street intersection shall be improved to include an exclusive right turn lane at the south approach containing 245 feet of storage/deceleration length with a 100 foot taper with the 60th lot south of Prado Ranch Parkway.
- t. Lemmon Drive/Prado Ranch Parkway intersection shall be designed to include stop sign control and separate left and right turn lanes at the east approach and an exclusive right turn lane at the south approach containing 245 feet of storage/deceleration length with a 100 foot taper. The right turn lane shall be constructed with the recordation of the 60th lot north of Prado Ranch Parkway.
- u. Traffic calming is required on the subdivision streets and on Matterhorn Blvd. to the satisfaction of the County Engineer.

Washoe County Engineering and Capital Projects- Utilities

4. The following conditions are requirements of Utilities, which shall be responsible for determining compliance with these conditions.

Contact: Tim Simpson, 775.954.4648, tsimpson@washoecounty.us

- a. The applicant shall conform to all conditions imposed by intergovernmental agreements required to provide sewer service to the subject project, and, if required, be a party to any such agreements.
- b. All fees shall be paid or deferred in accordance with Washoe County Ordinance.
- c. Improvement plans shall be submitted and approved by the Engineering and Capital Projects Division prior to approval of the final map. They shall be in compliance with Washoe County Design Standards and be designed by a Professional Engineer licensed to practice in the State of Nevada.
- d. The applicant shall submit an electronic copy of the street and lot layout for each final map at initial submittal time. The files must be in a format acceptable to Washoe County.
- e. The applicant shall construct and/or provide the financial assurance for the construction of any on-site and off-site sanitary sewer collection systems prior to signature on each final map. The financial assurance must be in a form and amount acceptable to the Engineering and Capital Projects Division.

- f. Approved improvement plans shall be used for the construction of on-site and off-site sanitary sewer collection system. The Engineering and Capital Projects Division will be responsible to inspect the construction of the sanitary sewer collection system.
- g. The sanitary sewer collection system must be offered for dedication to Washoe County along with the recordation of each final map.
- h. Easements and real property for all sanitary sewer collection systems and appurtenances shall be in accordance with Washoe County Design Standards and offered for dedication to Washoe County along with the recordation of each final map.
- i. A master sanitary sewer report for the entire tentative map shall be prepared and submitted by the applicant's engineer at the time of the initial submittal for the first final map which addresses:
 - i. The estimated sewage flows generated by this project,
 - ii. Projected sewage flows from potential or existing development within tributary areas,
 - iii. The impact on capacity of existing infrastructure,
 - iv. Slope of pipe, invert elevation and rim elevation for all manholes,
 - v. Proposed collection line sizes, on-site and off-site alignment, and half-full velocities.
- j. No sewer will serve will be approved and provided unless treatment capacity exists within a permitted facility.
- k. No Certificate of Occupancy will be issued until all the sewer collection, conveyance, and treatment facilities necessary to serve each final map have been completed, accepted and engineer prepared as-built drawings are delivered to the utility. As-built drawings must be in a format acceptable to Washoe County.
- l. No permanent structures (including rockery or retaining walls, building's, etc.) shall be allowed within or upon any County utility easement.
- m. A minimum 30-foot sanitary sewer and access easement shall be dedicated to Washoe County over any facilities not located in a dedicated right of way.
- n. A minimum 12-foot wide all weather sanitary sewer access road shall be constructed to facilitate access to off-site sanitary sewer manholes.
- o. The developer will be responsible to fund the design and construction of major infrastructure such as pump structures, controls, telemetry and appurtenances, lift stations, force mains, sewer mains, interceptor and wastewater treatment facilities necessary to accommodate the project. However, the actual design will be the responsibility of the Engineering and Capital Projects Division. Prior to initiation of design the Developer shall pay the estimated design costs to Washoe County. The Engineering and Capital Projects Division may either provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Engineering and Capital Projects Division and the Developer shall jointly select that consultant.
- p. The Engineering and Capital Projects Division shall reserve the right to over-size or realign the design of infrastructure to accommodate future development as determined by accepted engineering calculations. Funding shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate dollar amount to the Developer at the time of recordation of the subdivision map.

Washoe County Health District

5. The following conditions are requirements of the Health District, which shall be responsible for determining compliance with these conditions. The District Board of Health has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.

Contact: Wes Rubio, 775.328.2635, wrubio@washoecounty.us

- a. Prior to any Final Map signoff by WCHD the site civil improvement plans and all financial assurance must be submitted and approved by Washoe County.
 1. This may include the expansion (if necessary) to the Reno Stead Treatment Plant if it is required in order to service the proposed development.
- b. Prior to any final grading or other civil site improvements, a complete water system plan and Water Project submittal for the referenced proposal must be submitted to Health District. The plan must show that the water system will conform to the State of Nevada Design, Construction, Operation and Maintenance Regulations for Public Water Systems, NAC Chapter 445A, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 and 278.410.
 1. The application for a Water Project shall conform to the requirements of NAC 445A.66695.
 2. Two copies of complete construction plans are required for review. All plans must include an overall site plan, additional phases that will eventually be built to indicate that the water system will be looped, all proposed final grading, utilities, and improvements for the proposed application.
- c. Mass grading may proceed after approval of the Tentative Map and after a favorable review by this Health District of a grading permit application.
 1. The final map submittal shall include a Truckee Meadows Water Authority annexation and discovery with the mass grading permit.
- d. Improvement plans for the water system may be constructed prior to final map submittal only after Water Project approval by this Health District.
 1. For improvement plans approved prior to final map submittal, the Developer shall provide certification by the Professional Engineer of record that the improvement plans were not altered subsequent to final map submittal.
 2. Any changes to previously approved improvement plans made prior to final map submittal shall be resubmitted to this Health District for approval per NAC 278.290 and NAC 445A.66715.

The WCHD requires the following to be submitted with the final map application for review and approval:

- a. Construction plans for the development must be submitted to this Health District for approval. The construction drawings must conform to the State of Nevada Regulations Concerning Review of Plans for Subdivisions, Condominiums and Planned Unit Developments, and any applicable requirements of this Health District.
- b. Prior to approval of a final map for the referenced project and pursuant to NAC 278.370, the developer must have the design engineer or a third person submit to the satisfaction this Health District an inspection plan for periodic inspection of the construction of the systems for water supply and community sewerage. The inspection plan must address the following and be included with the final map submittal:

Washoe County Conditions of Approval

1. The inspection plan must indicate if an authorized agency, city or county is performing inspection of the construction of the systems for water supply and community sewerage;
 2. The design engineer or third person shall, pursuant to the approved inspection plan, periodically certify in writing to this Health District that the improvements are being installed in accordance with the approved plans and recognized practices of the trade;
 3. The developer must bear the cost of the inspections; and
 4. The developer may select a third-person inspector but the selection must be approved by the Health District or local agency. A third-person inspector must be a disinterested person who is not an employee of the developer.
- c. Prior to final map approval, a "Commitment for Service" letter from the sewage purveyor committing sewer service for the entire proposed development shall be submitted to this Health District. The letter must indicate that the community facility for treatment will not be caused to exceed its capacity and the discharge permit requirements by this added service, or the facility will be expanded to provide for the added service.
1. A copy of this letter must be included with the final map submittal.
- d. Prior to final map approval, a "Commitment for Water Service" letter from the water purveyor committing adequate water service for the entire proposed development must be submitted to this Health District.
1. A copy of this letter must be included with the final map submittal.
- e. The final map submittal must include a letter from Nevada Division of Environmental Protection to the Health District certifying their approval of the final map.
- f. The final map application packet must include a letter from Division of Water Resources certifying their approval of the final map.
- g. Pursuant to NAC 278.360 of the State of Nevada Regulations Governing Review of plans for Subdivision, Condominiums, and Planned Unit Developments, the development of the subdivision must be carried on in a manner which will minimize water pollution.
1. Construction plans shall clearly show how the subdivision will comply with NAC 278.360.
- h. Prior to approval of the final map, the applicant must submit to the Health District the final map fee.
- i. All grading and development activities must be in compliance with the DBOH Regulations Governing the Prevention of Vector-Borne Diseases.

Washoe County Health District - EMS

6. The following condition is a requirement of the EMS program, which shall be responsible for determining compliance with this condition.

Contact: Christina Conti, 775.326.6055, cconti@washoecounty.us

- a. Address numbers shall be clearly marked on the curb and the structures to be able to locate buildings by public safety agencies

Washoe County Water Management Planner Coordinator

7. The following conditions are requirements of Washoe County Water Management Planner Coordinator, who shall be responsible for determining compliance with these conditions.

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

- a. There are no water rights conditions or comments for approval.

Washoe County Conditions of Approval

- b. Following the possible approval of the tentative subdivision map, the potential future project will require water supply and sewer service which in turn will require the expansion of water and sewer services and annexation to TMWA service area. This project is located within Washoe County sewer service area.
- c. Application indicates TMWA discovery process completed.

Truckee Meadows Fire Protection District

8. The following conditions are requirements of Truckee Meadows Fire Protection District, who shall be responsible for determining compliance with these conditions.

Contact: Lisa Beaver, 775.326.6005, lbeaver@tmfspd.us

- a. The setbacks on the perimeter of the development will provide the defensible space as required by Chapter 6 of the 2012 IWUI Code.
- b. The construction plans shall be depicted for compliance with all provisions outlined in the 2012 IWUI Code.

Regional Transportation Commission (RTC)

9. The following condition is required from the Regional Transportation Commission, which shall be responsible for determining compliance with these conditions.

Contact: Rebecca Kapuler, 775.332.0174, rkapular@rtcwashoe.com

- a. Meet all conditions necessary to complete road improvements to maintain level of service (LOS) standards.

*** End of Conditions ***