
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 Montreux 2000 (TM0007-002) to extend the deadline for recording the next final map to July 24, 2026, and adopt amended conditions of approval (WAC25-0016).

BILL NO. _____
ORDINANCE NO. _____

TITLE:

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING A DEVELOPMENT AGREEMENT BETWEEN WASHOE COUNTY AND TOIYABE INVESTMENT CO, A NEVADA CORPORATION; HELVETICA CTV CROSSBOW, LLC, A NEVADA LIMITED LIABILITY COMPANY; HELVETICA TAMPA 24, LLC, a DELAWARE LIMITED LIABILITY COMPANY; and PASSIVE CREEK, LLC, a NEVADA LIMITED LIABILITY COMPANY FOR MONTREUX 2000, A RESIDENTIAL SUBDIVISION (TENTATIVE SUBDIVISION MAP CASE NO. TM0007-002). THE PURPOSE OF THE DEVELOPMENT AGREEMENT IS TO EXTEND THE DEADLINE FOR RECORDING THE NEXT FINAL MAP FROM JULY 24, 2025, TO JULY 24, 2026, AND TO ADOPT AMENDED CONDITIONS OF APPROVAL (WAC25-0016). THE PROJECT IS LOCATED SOUTH OF MOUNT ROSE HIGHWAY AT BORDEAUX DRIVE. THE PROJECT ENCOMPASSES A TOTAL OF APPROXIMATELY 411.11 acres and a 37.01-ACRE PORTION OF THE PROJECT IS SUBJECT TO THE DEVELOPMENT AGREEMENT, AND THE TOTAL NUMBER OF RESIDENTIAL LOTS ALLOWED BY THE APPROVED TENTATIVE MAP IS 357 WITH 335 LOTS RECORDED AND 22 LOTS REMAINING TO BE RECORDED. THE PARCELS ARE LOCATED WITHIN THE FOREST PLANNING AREA AND WASHOE COUNTY COMMISSION DISTRICT NO. 2. (APNs: 148-010-60, 148-351-08).

WHEREAS:

- A. A tentative subdivision map for Montreux 2000 was approved by the Board of County Commissioners on September 19, 2000 (TM0007-002) for a 357-lot residential subdivision; and
- B. The Landowner has submitted an application for a development agreement to extend the time to record the next final map to July 24, 2026; and

- C. For good cause appearing, the Board of County Commissioners ("Board") desires to adopt the development agreement attached hereto to extend the time to record the next final map to July 24, 2026; and to adopt amended conditions of approval as set forth in WAC25-0016, which amended conditions shall survive termination of the development agreement; and
- D. The Board has determined that the proposed development agreement is consistent with the Master Plan for Washoe County.

THEREFORE:

- 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 has determined that this ordinance is being adopted pursuant to requirements set forth in NRS 278.0205; and is therefore not a "rule" as defined in NRS 237.060 requiring a business impact statement.

SECTION 1.

The 2025 development agreement for Montreux 2000, attached hereto as Attachment A-1 and inclusive of all attachments, including amended conditions of approval as set forth in WAC25-0016, is hereby APPROVED by this ordinance. TOIYABE INVESTMENT CO, A NEVADA CORPORATION; HELVETICA CTV CROSSBOW, LLC, A NEVADA LIMITED LIABILITY COMPANY; HELVETICA TAMPA 24, LLC, a DELAWARE LIMITED LIABILITY COMPANY; and PASSIVE CREEK, LLC, a NEVADA LIMITED LIABILITY COMPANY shall ensure that the development agreement is recorded in the Office of the Washoe County Recorder, with all requisite attachments, on or after the effective date of this ordinance. The Chair is also authorized to execute and deliver this ordinance 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 repeal 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), 2025.

Proposed by Commissioner _____

Passed _____ (month) _____ (day), 2025.

Vote:

Ayes: Commissioners _____

Nays: Commissioners _____

Absent: Commissioners _____.

Attest:

Janis Galassini, County Clerk

Alexis Hill, Chair
Washoe County Commission

This ordinance shall be in force and effect from and after the 28th day of the month of November of the year 2025.

APN: 148-010-60, 148-351-08

The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the personal information of any person or persons (per NRS 239B.030).

WHEN RECORDED RETURN TO:

**Washoe County CSD
Planning and Building Division
1001 East Ninth Street
Reno NV, 89512**

SPACE ABOVE FOR RECORDER'S
USE

Attachment A-1

DEVELOPMENT AGREEMENT
(MONTREUX 2000)

THIS DEVELOPMENT AGREEMENT ("Agreement") is made by and between **TOIYABE INVESTMENT CO, A NEVADA CORPORATION; HELVETICA CTV CROSSBOW, LLC, A NEVADA LIMITED LIABILITY COMPANY; HELVETICA TAMPA 24, LLC, a DELAWARE LIMITED LIABILITY COMPANY; and PASSIVE CREEK, LLC, a NEVADA LIMITED LIABILITY COMPANY** (collectively referred to as the "Landowner"), and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada ("County").

1. GENERAL.

1.1 Property. The Landowner is the owner of real property located in Washoe County, Nevada consisting of approximately 37.01 acres (the "Property") as more particularly described in Exhibit A, attached hereto.

1.2. Tentative Map. The Property has an approved tentative map for 357 residential lots known as Tentative Subdivision Map Case File No. TM0007-002 (Montreux 2000) (the "Tentative Map"). Said approval was granted by the Washoe County Commission on September 19, 2000. To date, 14 final maps have been recorded for a total of 335 lots. Landowner has been filing final maps in a series as authorized by NRS 278.360(1)(a). 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 recorded 14 final maps in the office of the Washoe County recorder resulting in 335 legal residential lots being created for portions of the project consisting of the following Tract Maps: TM 3894, TM 3991, TM 4284, TM 4391, TM 4395, TM 4550, TM 4643, TM 4672, TM 4879, TM 5073, TM 5074, TM 5075, TM 5076, TM 5431.

1.4 Prior Development Agreements. On July 13, 2010, the Washoe County Board of County Commissioners (Board) approved Development Agreement Case Number DA10-001 for

Montreux 2000 (Tentative Subdivision Map Case No. TM0007-002). The purpose of the Development Agreement was to extend the deadline to record the next final map until July 24, 2012, with the possible extension of the expiration date until July 24, 2014, at the discretion of the Director of Community Development.

May 8, 2019, the Washoe County Director of Planning and Building approved an extension of time as allowed by the development agreement so that the deadline to record the next final map was extended to July 24, 2021.

On May 2, 2023, an extension of time request was approved by the Planning Commission extending the deadline for presenting the next in a series of final maps to July 24, 2025, in accordance with NRS 278.360.

1.5 Next Final Map Requirement. Pursuant to NRS 278.360(1), unless the parties have entered into this agreement concerning the development of land authorized by NRS 278.0201, the Landowner must cause a final map (the “Final Map”) to be presented for signature by the Director of Planning and Building in accordance with section 110.610.50 of the Washoe County Code, prior to the expiration of the Tentative Map on July 24, 2025.

1.6 Circumstances Warranting an Extension of Time for the Tentative Map. The Landowner has requested additional time so that the Landowner is able to finalize remaining agency approvals and to obtain agency signatures on the Final Map.

After an anticipated property sale was not finalized, the Landowner began working to obtain agency approvals for 23 units in the Tentative Map area commonly known as “Montreux 8b”. The most recent project revisions were submitted to Washoe County in September 2024.

While going through the Final Map approval process, the one-year Truckee Meadows Water Authority (TMWA) approval expired on May 15, 2025. A resubmittal to TMWA was required as the one-year extension request was denied and, ultimately, TMWA required additional changes. The additional changes were re-submitted to TMWA and are under review. TMWA approval is required before other agencies (Washoe County and Northern Nevada Public Health (NNPH)) can approve applications or sign the Final Map.

The parties believe it is in the public interest to enter into this Agreement to provide additional time to finish the Final Map review and record the Final Map for Montreux Unit 8B.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 Compliance with NRS 278.0201 and Washoe County Development Code. This Agreement is an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Washoe County Development Code. The Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. 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 approximately 37.01 acres in Forest Planning Area, more particularly described in Exhibit A: Legal Description.

2.1.2. This Agreement extends the time for recording the Final Map until July 24, 2026. Unless terminated earlier in accordance with section 2.1.3 or applicable law, the duration of this Agreement shall be until July 24, 2026, 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. This Agreement also incorporates the Amended Conditions of Approval in Amendment of Conditions Case Number WAC25-0016 for Tentative Subdivision Map Case Number TM0007-002 (Montreux 2000), attached hereto as Exhibit C. The parties agree that these Amended Conditions of Approval (WAC25-0016) as well as the original Conditions of Approval for Tentative Subdivision Map Case Number TM0007-002 are the operable conditions of approval and survive termination of this Agreement.

2.1.3. This Agreement shall terminate and all amended and original conditions of approval for TM0007-002 shall be in full force and effect upon recordation of the next Final Map. Changes in federal, state or county law concerning public health, safety or welfare will apply to any final map or other permit. Future final maps, if any, must then be presented in accordance with NRS 278.360 and Washoe County Code Section 110.610.50.

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 pursuant to the Tentative Map is for a 357-lot single-family dwelling residential development on 411.11 acres, which complies with the Property's land use designation.

2.1.5. The maximum height and size of the proposed buildings will comply with the Tentative Map.

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.

2.1.7. Terms and conditions relating to construction and financing of necessary public improvements and facilities are in accordance with and as provided for in the Tentative Map and the Code and will also be in accordance with any subdivision improvement agreements for future final maps.

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 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 next final map shall be a minimum of five residential lots, and shall be recorded on or before the date of expiration of this Agreement. All successive final maps, if the Landowner chooses to record in a series, must include a minimum of five residential lots. Unless otherwise provided herein, the deadlines for any future final maps shall be governed by NRS 278.360.

2.1.10 Development standards for the Project are set forth in the amended conditions of approval and the conditions of the Tentative Map as referenced in section 2.1.2 of

this development agreement, attached hereto as Exhibits B and C, and future final maps.

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.

3. MISCELLANEOUS PROVISIONS.

3.1 Time is of the Essence. Time is of the essence in 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 Development Agreement]

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

COUNTY:

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

By: _____

Date: _____

Name: Alexis Hill

Title: Chair, Washoe County Commission

ATTEST:

Janis Galassini, County Clerk

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 20____, by
_____ as Chair of the **WASHOE COUNTY COMMISSION, COUNTY OF
WASHOE.**

Notary Public
My Commission Expires: _____

LANDOWNERS:

TOIYABE INVESTMENT CO., a NEVADA CORPORATION

By: _____

Date: _____

Name: _____

Title: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 20____, by
_____ as a _____ of **TOIYABE INVESTMENT CO., a NEVADA
CORPORATION.**

Notary Public
My Commission Expires: _____

HELVETICA CTV CROSSBOW, LLC, a NEVADA LIMITED LIABILITY COMPANY

By: _____

Date: _____

Name: _____

Title: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 20____, by
_____ as a _____ of **HELVETICA CTV CROSSBOW, LLC, a
NEVADA LIMITED LIABILITY COMPANY**

Notary Public
My Commission Expires: _____

LANDOWNERS (Continued):

HELVETICA TAMPA 24, LLC, a DELAWARE LIMITED LIABILITY COMPANY

By: _____

Date: _____

Name: _____

Title: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 20____, by
_____ as a _____ of **HELVETICA TAMPA 24, LLC, a DELAWARE
LIMITED LIABILITY COMPANY.**

Notary Public
My Commission Expires: _____

PASSIVE CREEK, LLC, a NEVADA LIMITED LIABILITY COMPANY

By: _____

Date: _____

Name: _____

Title: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 20____, by
_____ as a _____ of **PASSIVE CREEK, LLC, a NEVADA LIMITED
LIABILITY COMPANY**

Notary Public
My Commission Expires: _____

Exhibit “A”

LEGAL DESCRIPTION OF PROJECT PROPERTY

Montreux 8A-APN 148-351-08

Parcel 8-1 A, as described in Document no. 4153087 and shown on Record of Survey Map No. 5451, File no. 4153088, both filed September 19, 2012, in the Official Records of Washoe County, Nevada.

Containing 12.50 acres, more or less.

Montreux 8B-APN 148-010-60

Parcel A of Parcel Map No. 5308, File no. 4741067, filed September 5, 2017, in the Official Records of Washoe County, Nevada.

Containing 24.15 acres, more or less .

Exhibit “B”

**Conditions of Approval for Tentative Subdivision Map Case Number TM0007-002
(Montreux 2000)**

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Re: TM0007-002
September 20, 2000
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CONDITIONS
for
TENTATIVE SUBDIVISION MAP CASE NO. TM0007-002
for
MONTREUX 2000

(As approved by the Washoe County Planning Commission on
September 19, 2000)

***** IMPORTANT -- PLEASE READ *****

UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES TO ENSURE COMPLETION OF THE CONDITIONS MUST BE PROVIDED. 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 ASSURANCES.

A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF COMMUNITY DEVELOPMENT.

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT LEAST FIFTY-SEVEN (57) DAYS BEFORE THE ANTICIPATED DATE OF APPROVAL TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES. NO FINAL MAP WILL BE SCHEDULED FOR A PLANNING COMMISSION MEETING DATE THAT IS LESS THAN FIFTY-SEVEN (57) DAYS FROM THE DATE OF THIS MANDATORY MEETING.

A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP MUST BE SUBMITTED TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP. SAID EXPIRATION IS TWO YEARS FROM THE DATE OF APPROVAL OF THE TENTATIVE MAP OR ONE YEAR FROM THE APPROVAL OF A SUBSEQUENT FINAL MAP.

COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.

To: Montreux
 Re: TM0007-002
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GENERAL CONDITIONS

1. 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.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____

Where/How Condition is Satisfied: _____

2. 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. Substantial compliance shall be determined by the applicable agency and the Department of Community Development.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____

Where/How Condition is Satisfied: _____

3. Development shall be in substantial compliance with the provisions of the Article 408 of the Development Code. The permitted exceptions to the Development Code allow:

- a. a minimum lot size of 8,000 square feet;
- b. a minimum average lot width of 60 feet for lots 10,000 square feet or less;
- c. a minimum average lot width of 90 feet for lots greater than 10,000 square feet;
- d. a minimum front yard requirement of 20 feet;
- e. a minimum side yard requirement of 5 feet on lots 10,000 square feet or less;
- f. a minimum side yard requirement of 10 feet for lots greater than 10,000 square feet;
- g. a minimum rear yard requirement of 15 feet for all lots with rear yards abutting common areas or golf course; and
- h. a minimum rear yard requirement of 30 feet for all remaining lots.

All residential lots abutting a residentially-developed area, not under the control or previously controlled by Montreux Joint Venture, shall contain a minimum of 43,560 square feet. Lots will be considered abutting if there is less than 75 feet of open space, golf course, or dedicated trail between internal and external lots, except as shown along De Chardin Lane. A note, stating that no further subdivision of any lot is permitted due to the transfer of density that allowed formation of the subdivision, shall be placed on every sheet of each final map, other than the cover sheet. The first and each succeeding final map shall not cumulatively exceed the average gross density of 0.87 units per acre. Each final map shall contain a cumulative table of the above information that will include final maps approved under the prior approvals, including lots combined or reverted to acreage. Lots that have been legally created,

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but have then been reverted to acreage or combined, shall not be used to create additional lots under this tentative map approval. If combined, they may be separated from one another at a later date as long as the total number of permitted lots is not exceeded. The Department of Community Development shall be responsible for determining compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____

Where/How Condition is Satisfied: _____

4. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be reviewed, approved, and recorded by the Office of the District Attorney. Disclosure documents shall be approved by the Department of Community Development. The District Attorney shall determine which items within the CC&Rs will require Washoe County being made a party. 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, be under the authority of the same existing homeowners association, and be under the authority of the same existing architectural control committee. Said CC&Rs shall also specifically address the potential for liens against the property and the responsibilities of the individual property owners for the funding of the maintenance, replacement, and perpetuation of the following items, at a minimum:

- a. Private roads within the subdivision.
- b. Common area landscaping and maintenance.
- c. Entrance gates.
- d. Snow removal and storage areas.
- e. Streetscapes.
- f. Fire fuel breaks on open space.
- g. Detention basins and the accumulated sediment.
- h. Storm drainage system.
- i. Private bicycle and pedestrian paths.

At a minimum, the CC&Rs or disclosure documents shall also address the following items:

- a. Requirement to abide by the Community Design Standards.
- b. Requirement to substantially locate all structures within the building envelope submitted with the final map.
- c. Mandatory provisions of greenbelt requirements.
- d. Snow storage areas.
- e. Prohibition of motorized vehicles, except golf carts, maintenance vehicles and emergency vehicles, in open space.
- f. Areas with potential for adjacent equestrian traffic within the perimeter of Montreux. Lots will be considered adjacent when abutting the Jones/Galena Creek Trails or when abutting common area containing either trail.
- g. The requirement to prominently note that Washoe County will not assume responsibility for maintenance of the private street system nor accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of offer for dedication.

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- h. Lots abutting the right-of-way of future Piney Creek Road must be clearly identified on the final maps. The individual site plans shall reference the future collector road and note the potential for dust until completion of the road. The same information must be prominently noted within at least one sales document signed by a prospective buyer.
- i. Lots requiring individual sewer pumps due to elevational differences between the sewer service connection and the building site must be clearly identified on the final maps. The individual site plans shall reference this requirement. That requirement and the and the responsibilities and associated costs to the homeowner must be prominently noted within at least one sales document signed by a prospective buyer.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

- 5. At the time of recordation of each phase, the developer shall submit a site plan for primary and secondary building envelopes for each individual lot to the Building and Safety Department and the Department of Community Development. The site plan shall be at an appropriate and readily measurable scale for an 8 1/2" x 11" sheet and shall indicate the lot and block number, the building envelope, setbacks and structure height, and, if applicable, protected areas, retained trees, etc. Washoe County will be advised of amendments to the approved building envelopes upon their change and new individual site plans will be provided to the Building and Safety Department and the Department of Community Development.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

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

NOTE

Should any prehistoric or historic remains/artifacts be discovered during site development, work shall temporarily be halted at the specific site and the State Historic Preservation Office of the Department of Museums, Library and Arts, shall be notified to record and photograph the site. The period of temporary delay shall be limited to a maximum of two (2) working days from the date of notification.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

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7. Prior to ground-disturbing activity or prior to finalization of any portion of the tentative map not previously subject to an approved survey and mitigation plan, the developer shall submit an archaeological/historical survey to the Department of Community Development. The Department of Community Development shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Community Development that indicates the survey was acceptable.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

8. Prior to the approval of the first final map, a fault study shall be prepared by a registered civil engineer, to delineate potentially active faults through the project. The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

9. The final map shall designate faults that have been active during the Holocene epoch of geological time and the final map shall contain the following note:

NOTE

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

The Department of Community Development shall be responsible for determining compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

10. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

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11. A complete set of construction improvement drawings, including an on-site 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 and shall, where applicable, include detailed plans for grading and drainage on each lot, erosion control, slope stabilization and mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

12. All open space, other than golf course, 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 County Engineer shall be responsible for determining compliance with this condition. The maintenance of the common areas shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

13. Development, maintenance, and construction activity will be limited to 7:00 a.m. to 6:00 p.m., Monday through Saturday. Unless infeasible otherwise and with prior approval of the Department of Community Development, development and construction activity will utilize the primary access for Montreux at Mount Rose Highway. The Department of Community Development shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

14. Upon the conversion of the existing structure located on lot 807 from offices to single-family residential or upon the recordation of the last final map, whichever comes first, the driveway access onto Bordeaux Drive shall be abandoned and roadside curb and gutter/median curb shall be installed. Access easements and driveway improvements shall be provided as necessary. The County Engineer shall be responsible for determining compliance with this condition.

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15. An updated title report and a map exhibit prepared by an engineer/surveyor identifying all easements within the boundary of the subdivision shall be submitted to the County Engineer with the submittal of each final map. Any existing easements which conflict with the proposed development shall be quit-claimed or abandoned. The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____

Where/How Condition is Satisfied: _____

16. Prior to the recordation of an affected final map, any applicable Order of Abandonment shall be recorded and a copy of the recorded document provided to the County Engineer.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____

Where/How Condition is Satisfied: _____

17. The developer and all successors shall direct any potential purchaser of the site to meet with the Department of Community Development to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Community Development of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____

Where/How Condition is Satisfied: _____

STREETS AND TRAFFIC

18. Prior to the approval of a final map which affects the existing access easement as identified on Parcel Map 2718, otherwise known as Piney Creek Road, the following shall be provided to the County Engineer:

- a. A copy of the recorded "Order of Abandonment" which abandons the existing Piney Creek Road. The Abandonment procedure may result in conditions of approval not contained herein.
- b. A copy of a recorded Access Easement and Irrevocable Offer of Dedication being 60 feet in width for the relocated portion of Piney Creek Road. If the Area Plan has been modified to eliminate the collector road designation for Piney Creek Road, a minimum 30 foot wide Access Easement, coincident with the adjoining property line shall be provided in lieu of the 60 foot wide easement. The Irrevocable Offer of Dedication and/or Access Easement shall extend from the existing terminus of Piney Creek Road, southward to the southern project boundary, matching the location of the existing Piney Creek Road easement or as may be relocated on the property to the south. The alignment of the relocated easement shall meet County standards. The existing properties adjacent to Piney Creek Road and Montreux shall be provided access easements to Piney Creek Road.

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- c. An improved access road being a minimum of 20 feet in width with roadside ditches where necessary, and with culvert crossings. The roadway shall be designed to support emergency access vehicles. Native on-site materials may be used provided a geotechnical analysis is submitted which demonstrates that existing on-site materials are of suitable quality to support the intended loading. Native materials not suitable to support emergency access vehicles shall be removed and replaced with structural fill material (e.g. Type 2 Base). Drainage improvements for the interim access roadway shall be designed to pass the minimum 5 year storm event. With the ultimate improvement of Piney Creek Road, 100 year culvert crossings will be required, therefore downstream drainage improvements should account for this anticipated flow.

The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

19. Permanent emergency access roads (or temporary emergency access roads as may be appropriate and allowed by the County Engineer) meeting Washoe County Standards shall be provided and be included in the improvement drawings for any portion of the development exceeding Washoe County Code thresholds (roadways in excess of 1500 feet or more than 30 lots). Permanent emergency access roads shall extend to county owned and maintained roadways (e.g., Callahan Ranch Road, Piney Creek Road). Emergency Access Easements shall be provided on the affected final map or obtained by separate document from adjacent property owners. Disclosure of the requirement for the perpetual maintenance of on-site and off-site emergency access roads by the Montreux Homeowners Association shall be made to future property owners and prominently noted on at least one sales document signed by a prospective buyer. The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

20. All roadway improvements necessary to serve the project shall be designed and constructed to Washoe County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall be responsible for determining compliance with this condition.

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Where/How Condition is Satisfied: _____

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21. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.

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Where/How Condition is Satisfied: _____

PRIVATE STREETS

22. Prior to release of any financial assurances for the private improvements, the developer shall provide the Engineering Division with a letter prepared by a civil engineer licensed in the State of Nevada, certifying that the private improvements have been constructed in accordance with the approved plans. The County Engineer shall determine compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

23. The conditions, covenants, and restrictions (CC&Rs) shall prominently note to the satisfaction of the County Engineer that Washoe County will not assume responsibility for maintenance of the private street system of the development nor will Washoe County accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of offer for dedication.

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24. Any project street which are designed with security gates shall provide adequate on-site stacking space. The specific type and size of stacking areas shall be approved by the County Engineer.

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Where/How Condition is Satisfied: _____

25. The developer shall install street lights at all major street intersections. Major intersections are defined as those having more than 5000 average daily trips or those that warrant extra safety considerations in the opinion of the County Engineer. Down light control (glare) shall be included in the fixture design. The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

26. Adequate snow storage easements shall be identified on the final plat. The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

27. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet AASHTO site distances and safety guidelines. A minimum vertical clearance of 13¹/₂ feet shall be maintained over all streets. The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

28. The diameter of the cul-de-sac bulb island and anything located within the island, such as landscaping, parking, etc., shall be designed to provide safe sight distances and an adequate turning radius for garbage trucks, snow plows and moving vans. The County Engineer shall be responsible for determining compliance with this condition.

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DRAINAGE

29. 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.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

30. Prior to the finalization of the first final map, "The Master Hydrology for Montreux" shall be updated to include the new development areas and submitted to the County Engineer for approval. The master hydrology/hydraulic report shall include, among other things, detailed locations, calculations, and "as-built" construction drawings for any existing detention ponds constructed as a part of the Montreux development, and preliminary designs for any proposed detention ponds. The report shall also address offsite drainage from natural and man-made sources and discuss methods of collection and perpetuation through the development. The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

31. Prior to the 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 Washoe County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

32. Any increase in stormwater runoff resulting from the development and based on the 100-year storm(s) shall be detained. The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

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33. The 100-year floodplain boundaries and flood elevations shall appear on each final map. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map. The County Engineer shall be responsible for determining compliance with this condition. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted or until conformance with Washoe County flood construction standards is determined by the County Engineer.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

34. The maximum permissible flow velocity (that which does not cause scour) shall be determined for all proposed channels and open ditches. The determination will 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. The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

35. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and grouted rock rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the County Engineer.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

36. Washoe County will only maintain storm drain pipe located within drainage easements with a minimum width of 15 feet and accessed directly via public roadways. The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____
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37. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage from the site into Galena Creek or Jones Creek. The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

38. For all subdivisions larger than five acres, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection (NDEP), and a copy of said permit shall be submitted to the County Engineer prior to construction. The Stormwater Pollution Prevention Plan, as approved by NDEP, shall be included with the construction improvement drawings.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

39. 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 County Engineer shall be responsible for determining compliance with this condition. The maintenance of the privately maintained drainage facilities shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

40. Right-of-ways/easements shall be reserved for any existing irrigation ditch and its maintenance prior to finalization of any affected final map. The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

41. The proposed detention facility located north of lot 708 (within drainage basin J3A of the Master Hydrology Report) shall be designed and constructed with the first final map located in the Jones Creek watershed. The County Engineer shall be responsible for determining compliance with this condition.

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42. Development within Montreux will be subject to flood hazard areas identified in the Preliminary Flood Insurance Rate Map dated September 30, 1999 or as subsequently approved by the Federal Emergency Management Agency (FEMA). The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____

Where/How Condition is Satisfied: _____

WATER AND WASTEWATER

43. Prior to first phase of final map recordation, a sanitary sewer report shall be prepared by the applicant's registered engineer which addresses:
- a. the estimated sewage flows generated by this project;
 - b. projected sewage flows from potential or existing developments within tributary areas;
 - c. the impact on the capacity of existing infrastructure;
 - d. proposed collection line sizes, on-site and off-site alignment, and maximum velocities.

The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____

Where/How Condition is Satisfied: _____

44. Utility Services Division approved improvement plans shall be used for the construction of any water distribution systems, any sewer collection systems, or appurtenant facilities. These systems or facilities must be inspected and approved by the Utility Services Division.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____

Where/How Condition is Satisfied: _____

45. The applicant shall submit a hard copy and an electronic media file of the water line layout on a grading plan also illustrating the lot and street layout. This shall be submitted within 30 days of the date of this letter and prior to any final map submittals. This is necessary in order to perform a hydraulic analysis and evaluation of the impact upon the water system. The Utility Services Division shall determine compliance with this condition.

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46. The water distribution system, the sanitary sewer collection system, and necessary easements must be offered for dedication to Washoe County along with the recordation of the final map. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____

Where/How Condition is Satisfied: _____

47. Improvement drawings shall be in compliance with Washoe County Design Standards. Prior to final map recordation the developer shall submit plans and specifications for the water distribution and the sanitary sewer collection systems; for the on-site improvements, relative to this development to the Utility Services Division for review and approval. A Registered Engineer with the State of Nevada shall design the improvement drawings. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____

Where/How Condition is Satisfied: _____

48. Connection fees for water and sewer, improvement plan checking fees, and construction inspection deposit fees in accordance with Washoe County Ordinances shall be paid prior to the approval of the final map. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____

Where/How Condition is Satisfied: _____

49. Any existing wells located on the property of the proposed development which are regarded as "improperly abandoned", shall be properly abandoned in accordance with State of Nevada Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____

Where/How Condition is Satisfied: _____

50. Water rights in accordance with the Forest Area Plan shall be dedicated to Washoe County. The water right must in good standing with the State Division of Water Resources and shall reflect the point of diversion, place of use, and manner of use satisfactory to the Utility Division. The Utility Division shall be responsible for determining compliance with this condition.

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51. No water meters shall be set until the water distribution system is operationally approved by the Utility Services Division. The Utility Services Division shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

52. The owners certificate on the final map shall contain language indicating that the developer and his assignees agree to the use of residential water meters. The Department of Community Development shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

FIRE PROTECTION

53. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the Nevada Division of Forestry. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys as reflected in the Nevada Division of Forestry letters of 1/25/96 and 2/6/96. Access and fire flows concerns shall be addressed prior to the introduction of any combustible materials to the site. The Nevada Division of Forestry shall be responsible for determining compliance with this condition.

Final Map Verification: *Phase/Unit No.:* _____ *Date Submitted:* _____

Where/How Condition is Satisfied: _____

END OF CONDITIONS

Exhibit “C”

Amended Conditions of Approval
(Amendment of Conditions Case Number WAC25-0016 for Tentative Subdivision Map
Case Number TM0007-002 (Montreux 2000))



Amended Conditions of Approval

Amendment of Conditions Case Number WAC25-0016

For Tentative Subdivision Map Case Number WTM0007-002

The project approved under Amendment of Conditions Case Number WAC25-0016 for Tentative Subdivision Map Case Number TM0007-002 shall be carried out in accordance with the Amended Conditions of Approval granted by the Board of County Commissioners on October 28, 2025, as well as the original conditions of approval approved by the Planning Commission on September 20, 2000. To the extent that these amended conditions of approval conflict with the conditions of September 20, 2000, these amended conditions shall prevail. 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 amendment of conditions approval (Case Number WAC25-0016) associated with the 2025 Development Agreement for Tentative Subdivision Map Case Number TM0007-002 shall be met or financial assurance must be provided to satisfy the conditions of approval prior to issuance of a grading or building permit. 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 the 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 regarding the approved tentative subdivision map may result in the initiation 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 permit issuance (i.e., grading permits, building permits, etc.).
- 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 or business.

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

Washoe County Engineering and Capital Projects

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

Contact Name – Janelle Thomas, P.E., 775.328.3603, JKThomas@washoecounty.gov

- a. Add new Condition to WTM0007-002 Action Order, as follows: **Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map. Additionally, individual parcel building, grading, and/or wall permits shall comply with applicable building code requirements at the time of approval of the permits.**

Truckee Meadows Fire Protection District

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

Contact Name – Dale Way, Deputy Fire Chief, 775.326.6000, dway@tmfspd.us

- b. Add new Condition to WTM0007-0002 Action Order, as follows: **This project shall meet and comply with all requirements of currently adopted TMFPD fire codes, ordinances, and standards at the time of construction to include infrastructure for fire apparatus access roads and water supply.**
<https://tmfspd.us/fire-code/>

*** End of Amended Conditions ***