

BCC staff report dated 1/11/2019
for the 2/12/2019 meeting.



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: February 12, 2019

DATE: Friday, January 11, 2019
TO: Board of County Commissioners
FROM: Roger Pelham, MPA, Senior Planner, Planning and Building Division
775.328.3622; rpelham@washoecounty.us
THROUGH: Mojra Hauenstein, Arch., Planner, Division Director, Planning & Building, Community Services Dept., 328-3619,
mhauenstein@washoecounty.us
SUBJECT: Introduction and first reading of an ordinance pursuant to NRS 278.0201 through 278.0207 approving a Development Agreement as required by the Warm Springs Specific Plan (WSSP) at WSSP.8.1 to utilize the land use designation specified on the Warm Springs Specific Plan – Land Use Plan for:

Tentative Parcel Map Case Numbers WTPM17-0015, WTPM17-0017, WTPM17-0018, WTPM17-0019 and WTPM17-0020 (Palomino Ranch Estates #1, #2, #3, #4 & #5) – Which were a series of tentative parcel maps which approved the division of a 67.60 acre parcel into fifteen total lots ranging from 2.5 acres to 5 acres in size.

In order to develop any property in the WSSP more densely than General Rural (1 dwelling unit / 40 acres), the specific plan requires that these development agreements be approved. Among other things, the development agreements adopt the development standards handbook for the properties in question, which specifies the denser development potential available on affected properties, which in this case would result in individual residential parcels of 2.5 acres or 5 acres in size. Additionally, the agreements would specify other aspects of allowable development on the properties, including uses allowed, density and intensity of those uses, building sizes, setbacks, building heights, and other matters concerning the development of the land.

The applicant and property owner is LW Land Company, the subject site is approximately 67.6 acres in size and is located at the south end of Grass Valley Road, approximately ½ mile south of Whiskey Springs Road, the Assessor's Parcel Number is 077-130-23, the Master Plan Category is Rural Residential and the Regulatory Zone is High Density Rural. And,

Set the public hearing and second reading of the ordinance for March 12, 2019. (Commission District 5.)

AGENDA ITEM # _____

SUMMARY

February 12, 2019: The Washoe County Commission may introduce and hold the first reading of an ordinance pursuant NRS 278.0201 through 278.0207 approving a Development Agreement as required by the Warm Springs Specific Plan at WSSP.8.1 to utilize the land use designation specified on the Warm Springs Specific Plan – Land Use Plan for Palomino Ranch Estates. The County Commission may also set a public hearing and second reading of the ordinance for March 12, 2019.

Washoe County Strategic Objective supported by this item: Stewardship of our Community

PREVIOUS ACTION

On February 8, 2018, the Washoe County Parcel Map Review Committee approved a series of five tentative parcel maps for Palomino Ranch Estates, subject to certain conditions of approval. Condition number 1 (Q) (viii) requires that the developer, “Shall obtain approval of a Development Agreement in accordance with WSSP.8.1 and WSSP Appendix G”.

BACKGROUND

The Warm Springs Specific Plan encompasses an area near the center of the Warm Springs Area Plan, this area is also known as Palomino Valley. The vision for the area includes low-density residential development that maintains a rural character.

The applicant has received initial approval of a series of tentative parcel maps to divide land in that area into a total of approximately 15 lots, 3 of which are 2.5 acres in size, with the remainder being approximately 5 acres in size. Series of parcel maps are subject to the same development standards as a subdivision. Appropriate conditions of approval were imposed upon the approved tentative parcels maps by the Parcel Map Review Committee.

One of the conditions of approval requires the approval of a Development Agreement, in accordance with the Warm Springs Specific Plan, prior to recordation of any final map. The relevant parts of the Specific Plan are:

PLAN ADMINISTRATION POLICIES AND ACTION PROGRAMS

WSSP.8.1 REQUIRE A DEVELOPMENT AGREEMENT BETWEEN ANY PROPERTY OWNER AND THE COUNTY AS A CONDITION OF PROJECT APPROVAL IN ORDER TO UTILIZE THE LAND USE DESIGNATION(S) SPECIFIED ON THE WARM SPRINGS SPECIFIC PLAN - LAND USE PLAN

WSSP.8.1.1 The Washoe County Department of Development Review shall verify that a development agreement has been recorded for all projects requiring discretionary approvals prior to the issuance of any building permits. The development agreement shall be the legal instrument necessary to effectuate the increased land use development potential identified on the Warm Springs Specific Plan - Land Use Plan.

- WSSP.8.1.2 The development agreement shall include, but is not limited to the following items:
- a. Provision for the collection of any fees necessary to pay for the construction of community infrastructure that benefits the Specific Plan area, provision for the construction of community infrastructure, and options for the crediting of any fees paid for infrastructure which is ultimately not constructed;

Staff Comment: Appendix G – Financing Plan, of the WSSP was adopted in March 1995, subsequent to the adoption of the WSSP itself in 1992. The Development Agreement submitted by the applicant does not include any provision for collection of fees for infrastructure. It should be noted that the Financing Plan provides specific amounts and methods of fees and payments for certain types of infrastructure. The Financing Plan was adopted with the Warm Springs Specific Plan in 1995. The Financing Plan has been found to be unworkable and financial resources specified in the Financing Plan at that time are no longer sufficient for development at this time.

In 2018, the County was involved in a lawsuit concerning the refund of the collected development fees. As part of that lawsuit, the Courts have determined that the development fees are impact fees as regulated within NRS Chapter 278B. Impact fees must be refunded to current property owners if the fees have not been used within a 10 year period. In a separate action, the Board directed staff to refund collected WSSP development fees to current property owners. Refund of those fees to property owners is underway at this time.

Staff has been directed to amend the WSSP to remove the financing plan. That item is tentatively scheduled to be heard by the Board of County Commissioners on February 26, 2019.

- b. Covenant, Conditions and Restrictions (CC&Rs) that implement the standards identified in the Warm Springs Specific Plan - Development Standards Handbook Framework and/or specific development standards adopted with the project approval;

Staff Comment: The Development Agreement submitted by the applicant includes Covenant, Conditions and Restrictions (CC&Rs), and a Development Standards Handbook that includes the standards and concepts included in the Warm Springs Specific Plan - Development Standards Handbook Framework.

- c. Provision for the participation of any future property owner in any assessment district that provides services, facilities and/or maintenance for the mutual benefit of the Specific Plan area residents and property owners; and

Staff Comment: Section 5 of the Development Agreement submitted by the applicant is, “SADs and GIDs. Owner offers to and hereby agrees to waive protest in any special

assessment or general improvement district proceedings and agrees to cooperate fully therewith.”

- d. Provision for credit against the construction of capital improvements, or related dedication of land for capital improvements listed in the financing plan when required to serve the new development.

Staff Comment: the Development Agreement submitted by the applicant does not make any provision for credit against the construction of capital improvements, or related dedication of land for capital improvements listed in the financing plan required to serve the new development. The new development will, instead, be required to construct capital improvements in accordance with all generally applicable requirements of Washoe County, in conjunction with the approval and recordation of any final map. Staff of the Planning and Development Division are currently in the process of bringing a Master Plan Amendment before the Board of County Commissioners, at their direction, to remove Appendix G – Financing Plan from the Warm Springs Specific Plan, as the financing plan has been found to be unworkable, as noted above. That item is tentatively scheduled to be brought before the Board of County Commissioners on February 26, 2019.

The Development Agreement has been reviewed by appropriate agencies and several inconsistencies and required corrections have been noted including:

Washoe County Planning and Building:

- The Development Agreement and all attachments must be submitted to Washoe County in a standard electronic format that allows editing, such as Microsoft “Word” document, to allow the creation of an acceptable ordinance document.
- The cover page of the Development Standards Handbook shall be edited to include only Washoe County Assessor’s Parcel Number 077-130-23. This shall be consistent throughout the entire document
- Section 9.9 of the agreement and throughout the entire document: “Department of Community Development, Current Planning Division” must be changed to “Community Services Department, Planning and Building Division.”
- Exhibit C of the Development Agreement, the Development Standards Handbook, has no page numbers. All pages shall be numbered and shall be consistent with the Table of Contents.
- The development agreement includes a number of incorrect references to NRS 5278 and WCC 5110. The references should be to NRS chapter 278 and WCC chapter 110. This shall be consistent throughout the document.

Washoe County Regional Parks and Open Space:

- The suggested tree list in Appendix A includes Russian Olive (*Elaeagnus angustifolia*) Russian Olive may become invasive and outcompete native vegetation, replace Russian Olive in the suggested tree list and landscaping plans with the closely related native species Silver Buffaloberry (*Shepherdia argentea*).

Washoe County Engineering and Capital Projects:

- Exhibit C of the Development Agreement consists of the Development Standards Handbook. The title page of the Development Standards Handbook references Palomino Ranch Estates, while the Residential Design Guidelines section of the Handbook references Tumbleweed Estates. The project name shall be clarified and consistent throughout the Development Standards Handbook.
- Section 6.d. on page 6 of the CC&Rs (Exhibit D of the Development Agreement) may conflict with the Mailboxes section of the Development Standards Handbook (Exhibit C of the Development Agreement). The documents shall be edited to remove any conflict.
- Section 11 on page 12 of the CC&Rs (Exhibit D of the Development Agreement) relating to the undergrounding of utilities appears to conflict with the Utilities section of the Development Standards Handbook (Exhibit C of the Development Agreement). The documents shall be edited to remove any conflict.
- The Development Agreement shall be edited to include the following provisions
 1. In addition to the grading plan requirements in the Irrigation section of the Development Standards Handbook, all grading shall be in compliance with Washoe County Code Article 438 Grading Standards.
 2. All traffic control signage shall be in compliance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The Palomino Valley General Improvement District noted some of the same corrections previously mentioned as well as the following:

- Exhibit E, Disclosure Statement refers to an update of the Warm Springs Area Plan in 2006. That section must be corrected.
- Exhibit D, CC&R's, page 15 of 19, requires that, "In the event a project does not have an architectural control committee, then applicants will be required to submit an application to the citizen advisory board with definitive design, materials and color combinations for their review and recommendation prior to submittal to the County of Washoe." The Citizen Advisory Board does not review architecture. This section must be removed.
- Section 6.3 of the Development Agreement reads, "6.3 Subsequent Actions "Owner acknowledges and agrees this Agreement does not relieve the from compliance ..." and must be edited to read, "Owner acknowledges and agrees this Agreement does not relieve the **owner** from compliance ..."
- The Road Maintenance Agreement, a part of the Conditions, Covenants and Restrictions shall be corrected from "The properties served by and begetting from use ..." to "The properties served by and **benefiting** from use ..."

The Palomino Valley GID also expressed concern over the adequacy and nature of roadways that are proposed to serve the project (*see Attachment D, p7-8*). Conditions of approval have been included with the previously-approved series of tentative parcel maps to require construction of roadways to serve the project that comply with generally applicable Washoe County standards. Those conditions are under the purview of the County Engineer.

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION

It is recommended that the Board of County Commissioners introduce and conduct a first reading of an ordinance pursuant to NRS 278.0201 through 278.0207 approving a Development Agreement as required by the Warm Springs Specific Plan at WSSP.8.1 to utilize the land use designation specified on the Warm Springs Specific Plan – Land Use Plan for:

Tentative Parcel Map Case Numbers WTPM17-0015, WTPM17-0017, WTPM17-0018, WTPM17-0019 and WTPM17-0020 (Palomino Ranch Estates #1, #2, #3, #4 & #5) – Which were a series of tentative parcel maps which approved the division of a 67.60 acre parcel into fifteen total lots ranging from 2.5 acres to 5 acres in size.

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Require the applicant to submit amended and corrected documents addressing each of the bulleted items on pages 4 and 5 of this report, prior to the second reading of the ordinance. And,

Set the public hearing and second reading of the ordinance for March 12, 2019.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:

“Move to introduce Bill Number (*insert bill number as provided by the County Clerk*) and conduct a first reading of an ordinance pursuant to NRS 278.0201 through 278.0207 approving a Development Agreement as required by the Warm Springs Specific Plan at WSSP.8.1 to utilize the land use designation specified on the Warm Springs Specific Plan – Land Use Plan for Palomino Ranch Estates, **and require the applicant to submit amended and corrected documents addressing each of the bulleted items on pages 4 and 5 of this report, prior to the second reading of the ordinance,** and to set the

public hearing and second reading of the Ordinance for possible adoption during the County Commission meeting of March 12, 2019”.

Attachments:

- A. Development Agreement Application
- B. Development Agreement
- C. Ordinance
- D. Agency Comments

cc: Brian Murphy, LW Land LLC
John Munson, Venture Engineering
Mike Talonen, MST Surveying

Property Owner Affidavit

Applicant Name: HLW Land LLC

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

STATE OF NEVADA)
)
COUNTY OF WASHOE)

I, Brian Murphy (please print name)

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

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

Assessor Parcel Number(s): 77-001-01, 77-100-07, 77-100-09, 77-130-23
77-100-02, 77-100-08, 77-100-10, 77-100-05

Printed Name Brian Murphy

Signed Brian Murphy

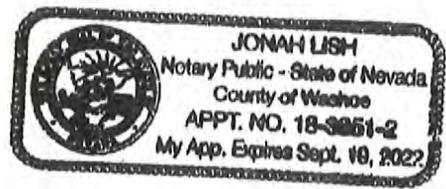
Address 695 Mike Clark Drive

Subscribed and sworn to before me this
15th day of November, 2018.

(Notary Stamp)

Jonah Lish
County of Washoe, State of Nevada
Notary Public in and for said county and state and county

My commission expires: Sept. 19th 2027



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

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

Attachment B

DEVELOPMENT AGREEMENT Washoe County and LW Land Company, LLC

This Development Agreement (the "Agreement") is effective on the date of recordation by Washoe County of this Agreement following its adoption by ordinance by the Washoe County Board of Commissioners ("Effective Date"), and is entered into by and between Washoe County, Nevada (hereinafter "County") and LW Land Company, LLC his agents and successors including developers and eventual subdivided-parcel-owners (hereinafter "Owner") (collectively hereinafter the "Parties").

WITNESSETH:

WHEREAS, the County is authorized, pursuant to Nevada Revised Statutes ("NRS") 5278.0201, *et seq.*, and Washoe County Development Code ("Code") 110.814.00, *et seq.*, to enter into binding development agreements with persons having legal or equitable interests in real property for the purpose of establishing and strengthening long range plans for property development and providing for developer funding of certain public facilities to serve new development;

WHEREAS, Owner represents that he has complete and sole fee title ownership of the subject real property, the legal description of which is set forth on Exhibit "A" attached hereto and shown in the next identified exhibit (hereinafter the "Property");

WHEREAS, Owner has submitted and County has tentatively approved partial preliminary maps for development of the Property ("Project"), copies of which are attached hereto as Exhibit "B" ("Maps");

WHEREAS, the Parties desire to enter into this Agreement in accordance with NRS and Code, as applicable, to promote the health, safety and general welfare of the County's inhabitants, to help provide some public services, uses and infrastructure, for which Owner voluntarily offers to pay, to secure to Owner certain land development safeguards and rights, and to achieve the goals and purposes for which development agreement law was enacted;

WHEREAS, the County is underway with a review and update of the formal area plan for the general Warm Springs area ("Area Plan"), which may produce significant changes to the WSSP.

NOW, THEREFORE, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by this reference and shall aid in the interpretation of this Agreement.
2. **Permitted Uses, Density, Height, and Size of Structures.** Pursuant to NRS 5278.0201 and Code 5110.814.20, this Agreement must set forth the maximum height and size of structures to be constructed on the Property as well as the density of uses and the permitted uses of the land. The Parties agree that the Property shall be divided and the Project constructed strictly for single residential purposes in accordance with the Maps, the WSSP, the Code, and the NRS all in effect on the date of the County's tentative parcel map approval of the Maps and as reflected in this Agreement, including its attached exhibits. Owner shall subdivide to a density only as shown on the Maps. However, Owner and his successors reserve the option to further subdivide the Property and its parcels in the future, pursuant to then existing law, if and when the WSSP, Area Plan, Code and the Washoe County Health Department permit it. This Paragraph 2 is, however, made subject to the provisions of Paragraph 6 below.

3. **Development And Infrastructure.**

3.1 **Development Standards Handbook.** The Parties have jointly drafted, in accordance with the Code and WSSP, the Project's Development Standards Handbook ("Handbook"), which is attached hereto as Exhibit "C" and incorporated herein by this reference. Construction and use of the Project shall be in accordance with the Handbook.

3.2 **WSSPHOA& CC&Rs.** As set forth in the WSSP, the Property shall be made subject to a master homeowners' association and master declaration of covenants, conditions and restrictions ("cc&rs"), which is attached hereto as Exhibit "D" ("CCR'S/Road Maintenance Agreement") governing the entire WSSP area for the purposes identified in the WSSP, until the related WSSP requirements are modified or repealed, if at all, through the Area Plan update process. The association and the cc&rs shall be completed to the satisfaction of the County Community Development Department and the Washoe County District Attorney.

3.3 **Disclosure Statement.** The Parties have jointly drafted, in accordance with the Code and WSSP, a Disclosure Statement ("Disclosure"), which is attached hereto as Exhibit "E" and incorporated herein by this reference. The purpose of the Disclosure is to provide all buyers specific information about certain aspects of the WSSP and this Agreement, and how those may affect their long-term ownership. The Disclosure is not intended to be comprehensive in all aspects of the acquisition of certain parcels. It is meant to only provide basic information about aspects of the WSSP and this Agreement that are required to be disclosed. A signed and notarized copy of the Disclosure must be provided to all future property owners and must accompany all building permit applications submitted to the County. The purpose of this requirement is to ensure that all future owners of property within the Warm Springs community are aware of the requirements of the WSSP and this Agreement.

3.4 **Water and Septic.** Owner does not intend at this time to subdivide at any greater density than Washoe County Health District requirements for a second or subsequent parcel map

after the initial map with all parcels, a minimum of 5 acres, which permits Owner to install septic and well facilities on each new parcel instead of connecting to community water and sewer facilities likely to be built by another area property owner known as the Warm Springs Ranch. Owner waives connection to community water and sewer systems at this time. Owner shall install the referenced septic and well facilities pursuant to applicable law and regulations existing at the time of issuance of each of the related well and septic permits. Owner and his successors may in the future connect to a community water or sewer system, pursuant to then existing law, if and when the WSSP, Area Plan, Code and the Washoe County Health Department permit it.

4. **Dedication and Maintenance of Facilities.** Owner may be required to offer certain facilities, to include roadways, for dedication to the County at the time of the filing of a final map. Dedication of facilities or roadways to PVGID may also be required.
5. **SADs and GIDs.** Owner offers to and hereby agrees to waive protest to participation in any special assessment or general improvement district proceedings and agrees to cooperate fully therewith.
6. **Reliance, Uncertainties and Subsequent Actions.**

6.1 **Reliance by the Parties.** The Parties understand and acknowledge that the other relies upon the assurances, arrangements and promises set forth in this Agreement and its exhibits, all of which permit the construction and completion of the Project in accordance with the terms of and the uses, densities, heights, sizes and other similar matters defined in this Agreement and its exhibits.

6.2 **Uncertainties.** The Parties understand and acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Project be constructed in the manner contemplated by this Agreement. Among such circumstances is water availability or other limited natural resources, waste disposal limitations, federal regulation of air and water quality, and the Area Plan update and possible amended WSSP. The parties recognize that unforeseeable circumstances could affect each other's ability to perform obligations hereunder.

6.3 **Subsequent Actions.** Owner acknowledges and agrees this Agreement does not relieve the from compliance with existing, changed, modified or amended rules, regulations, laws, ordinances, resolutions, fees or codes of other governmental agencies. Such rules, regulations, laws, ordinances, resolutions, fees or codes of governmental entities must be complied with by the Owner and are not locked in nor a part of this Agreement. Owner further acknowledges and agrees this Agreement does not prevent the County in a subsequent action applicable to the Property from adopting different law, provisions or conditions that do not conflict with the terms in and the law governing this Agreement, except that any subsequent action by the County shall not prevent the development of the Property pursuant to this Agreement. It is not the intent of the Parties nor shall this Paragraph be construed as excusing the County of any obligation hereunder or depriving Owner of any right under this Agreement, which can be performed and without impairment of the County's emergency powers and obligation to obey and enforce state and federal law (Code 110.814.05(c) and (d)).

6.3.1 *Exceptions.*

6.3.1.1 *Amended WSSP.* Notwithstanding this Paragraph 6 and any other contradictory term in this Agreement, Owner understands and agrees that certain possible changes to the WSSP as adopted through the current update process to the Warm Springs Area Plan shall be binding upon Owner, successors and the Property no matter whether the final map or a building permit has been approved or issued, and Owner agrees to immediately cooperate and comply with such changes as may be contained within the updated Area Plan and amended WSSP. This Paragraph 6.3.1.1 is limited to those certain possible changes to the WSSP that concern homeowners' associations, cc&rs, water and sewer, non-paved-road maintenance and related costs and fees. This Paragraph 6.3.1.1 shall also constitute a covenant running with the land of the Property.

6.3.1.2 *Public Health & Safety Law.* Notwithstanding this Paragraph 6 and any other contradictory term in this Agreement, Owner understands and agrees that at the time of submission to the County for any map or permit (including without limitation final maps and building permits) related to the Project the then existing laws (whether local, state or federal) affecting public health and safety (as typically used for example in the building, health and fire codes' sectors) shall apply. This Paragraph 6.3.1.2 shall constitute a covenant running with the land of the Property.

7. **Conflicting Laws.**

7.1 **Conflicting State or Federal Rules.** In the event that any conflicting state or federal laws or regulations enacted after the date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the County, this Agreement shall remain in full force and effect as to those provisions not affected, and the conflicting laws or regulations shall not be applied retroactively.

7.1.1 *Notice and Copies.* Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy or an account of any such action or inaction together with a statement of how any such matter conflicts with the provisions of this Agreement; and

7.1.2 *Modification Conferences.* The parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation, or accommodate any such action or inaction.

7.2 **County Commission Hearings.** In the event County believes that an amendment to this Agreement is necessary pursuant to this Paragraph 7, the proposed amendment shall be scheduled for hearing before the County Commission and noticed pursuant to law (including NRS 5278.0205(2)). The County Commission shall determine the exact nature of the amendment or suspension necessitated by such federal or state law or regulation or action or inaction. Owner shall have the right to offer oral and written testimony at the hearing. The Commission's decision is subject to judicial review as set forth in Paragraph 9.3 below.

7.3 **Cooperation in Securing Permits.** County shall use its best efforts to cooperate with Owner in securing any County permits, licenses or other authorizations that may be required as a result of the Commission's decision. It is the responsibility of the owner to pay all applicable fees in connection with securing the permits.

8. Review Default and Termination.

8.1 Frequency of Reviews. As required by NRS 278.0205 and Code 110.814.35, at least once every twenty-four (24) months during the Term of this Agreement Owner shall provide to the County's Community Development Department and County shall review in good faith a report demonstrating Owner's good faith and material compliance with the provisions of this Agreement and outlining any issues regarding the County's performance during the preceding twenty-four (24) months. The County's Director of Community Development shall promptly report to the County Commission on the topics of the Owner's report and satisfaction of this Agreement. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either party, shall be continued to afford sufficient time for response.

8.2 Opportunity to be Heard. Any party requesting an opportunity to be heard by the County Commission on this review matter shall be given such opportunity within a reasonable time following submission of the Director's report to the Commission.

8.3 Procedures in the Event of Default. In the event of any default with any provision of this Agreement, the nondefaulting party shall send by regular mail to the other a courtesy notice not less than thirty (30) calendar days prior to declaring a default under this Agreement. This thirty-day period shall be measured from the date of postmark of the notice. The courtesy notice shall detail the alleged default, any action necessary to cure the default and, where appropriate, the manner and period of time in which the alleged default may be satisfactorily cured. During the period of time the default letter is pending, the defaulting party shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected within thirty (30) calendar days, the following shall occur:

8.3.1 *Set Hearing Notice and Possible Freeze.* The party noticing a default shall set the matter for hearing before the County Commission. This hearing shall occur at the Commissions' meeting that follows after the minimum seven (7) business days mentioned in this Paragraph 8.3.1 plus the time necessary for publication and noticing pursuant to law. Said parties shall send a letter to the other party, by certified mail return receipt requested, and by regular mail, providing notice of intent to present the matter to the Commission, the date set for the Commission's public hearing of same, and notice of at least seven (7) business days before the hearing date of an additional opportunity to correct the default. The seven (7) or more business days will be measured from the date of postmark of the certified and regular mailing of the letter. If the default remains uncured at the expiration of these seven days the Commission shall conduct its hearing on the matter. Furthermore, if the Owner is the alleged defaulting party then the Director of Community Development may also immediately direct County staff to condition all future zoning, land use, and mapping applications for the Property so that the building permits to be issued as a result of those approvals shall not be issued until the default is corrected, subject to review by the Commission.

8.3.2 *Review by County Commission.* Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by the alleged defaulting party and the default remains uncorrected, the County Commission shall, in the event County is the defaulting party, direct County staff to immediately cure the default, and, if Owner is the defaulting party, the County may amend or terminate this Agreement and/or may ratify or authorize the suspension of

building permits for the Development. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Owner, existing or received, as of the date of the termination. Should Owner elect to appeal, Owner shall have twenty-five (25) calendar days after the date of the Commission's hearing to institute legal action as set forth in Paragraph 9.3 below to determine whether the County Commission abused its discretion.

8.3.3 *Waiver*. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert, or enforce any of its right or remedies.

8.4 Unavoidable Delay or Default, Extension of Time for Performance. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than County) to perform acts or deeds necessary for the performance of this Agreement, enactment of conflicting state or federal laws or regulations or similar matters beyond the control of the parties. If written notice of any such delay is given to County within thirty (30) calendar days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within ten (10) business days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between County and Owner.

9. General Provisions.

9.1 Expiration of Agreement. The Term of this Agreement shall be for three (3) years commencing on the date of this Agreement as defined at the beginning hereof. Owner may apply once to the County Board of Commissioners for a two-year-extension of this Term provided that the law and regulations existing at the time of action by the Board to grant the extension shall thereafter govern the Property, the Project, the Maps and this Agreement. The Board's action shall be at its discretion.

9.2 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS 278.0205 and this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the Parties.

9.3 Legal Action, Damages and Venue. The County and Owner agree that the County would not have entered into this agreement if it were liable for damages under or with respect to this Agreement. Accordingly, the County and the Owner may pursue any remedy at law or equity available for breach, except that neither the Owner nor the County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Paragraph 8.3 above. Following such notice, a public hearing must be held by the County Commission where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a court under the standard review appropriate to court review of zoning actions, and the decision of the County

Commission shall be overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing. Any judicial review or other action to enforce or interpret this Agreement shall occur in and rest exclusively with the Second Judicial District Court, State of Nevada.

9.4 Governing Law. This Agreement shall be construed and enforced in accordance with and shall be governed by the law of the State of Nevada.

9.5 Assignment.

9.5.1 *Transfer to an Affiliate of Owner.* The rights of Owner under this Agreement may be freely transferred or assigned to any entity, partnership, or corporation, which Owner controls, or in which Owner has a controlling interest, or which controls Owner; provided, such entity shall assume in writing all obligations of Owner hereunder.

9.5.2 *Third Party Assignment.* The rights and obligations of Owner under this Agreement may be freely transferred or assigned to a third party not affiliated with Owner, provided such third party assumes in writing all obligations of Owner hereunder as to the assigned or transferred portion of the Project along with a copy of the sale, transfer, conveyance, or assignment agreement wherein the third party assumes the obligations of the Owner. Upon any such assignment hereunder, the Owner shall be relieved of all obligations and liabilities under or in connection with this Agreement. In connection with the conveyance of any portion of the Property, Owner shall provide County with written notice of any sale, transfer, conveyance or assignment of any unimproved portion of the Project.

9.5.3 *Financial Transactions.* Owner has full discretion and authority to transfer, assign or encumber the Project or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land involved or the use of the proceeds there from, and may enter into such transaction at any time and from time to time without permission of or notice to County.

9.6 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Owner shall hold County, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Owner or those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf, which relate to construction of the Project. Owner agrees to and shall defend County and its officers, agents, employees, and representatives from any claims and actions for damages caused or alleged to have been caused by reason of Owner's activities in connection with the Project. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for County in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of this Agreement. The provisions of this Paragraph 9.6 shall not apply to the extent such damage, liability, or claim is solely caused by the intentional or negligent act of County, its officers, agents, employees, or representatives.

9.7 Binding Effect of Agreement. The burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties' respective successors in interest and shall run with the land until the completion of performance of this Agreement or its earlier revocation or termination as provided herein.

9.8 Relationship of Parties. It is understood that the contractual relationship between County and Owner is such that Owner is an independent contractor and not an agent of County for any purpose.

9.9 Notices. Unless otherwise provided in this Agreement, all notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or sent by overnight courier or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To County: WASHOE COUNTY
 Department of Community Development
 Current Planning Division
 PO Box 11130
 Reno, NV 89520-0027

To Owner: LW Land Company LLC
 A Nevada Limited Liability Company
 Brian Murphy
 695 Mile Circle Drive
 Reno, Nevada 89511

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the delivery date by overnight courier or mail is first attempted.

9.10 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

9.11 Waivers. All waivers of the provisions of this Agreement must be by written consent of all parties hereto.

9.12 Recording Amendments. Promptly after County's execution of this Agreement, an executed original of this Agreement shall be recorded in the Official Records of Washoe County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of County and Owner in a form suitable for recordation in the Official Records of Washoe County, Nevada. Upon the completion of performance of this Agreement or its earlier revocation or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Owner shall be recorded in the Official Records of Washoe County, Nevada.

9.13 Headings, Exhibits, Cross-references. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to Paragraphs, Sections and Exhibits shall be to Paragraphs, Sections and Exhibits of or to this Agreement, unless otherwise specified. Copies of the Exhibits shall be retained and maintained by the Department of Community Development at 1101 East Ninth Street, Reno and shall be available for inspection.

9.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

9.15 Voluntary Agreement. Owner acknowledges that he had the option of conducting his own public facilities needs assessment but instead voluntarily chose to accept the WSSP. Owner further acknowledges and agrees that he voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.

conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

9.15 Voluntary Agreement. Owner acknowledges that he had the option of conducting his own public facilities needs assessment but instead voluntarily chose to accept the WSSP. Owner further acknowledges and agrees that he voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date stated.

COUNTY OF WASHOE

OWNER

By: _____
Bob Lucey, Chair
Board of County Commissioners



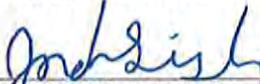
LW Land Company LLC
Brian Murphy

ATTEST:

County Clerk

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

On this 15th day of November, 2017^{2018 JL}, personally appeared before me, a Notary Public in and for said County and State, Brian Dale Murphy known to me and who acknowledged to me that he executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.



NOTARY PUBLIC

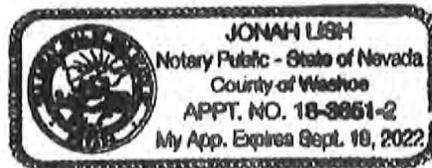


Exhibit A

Legal Description



**EXHIBIT A LEGAL
DESCRIPTION**

APN 077-100-23:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THAT CERTAIN PARCEL 16-2-1-1 AS SHOWN ON REORD OF SURVEY MAP NO. 917 FILED IN THE OFFICE OF THE COUNTY RECORDER OCTOBER 29, 1975 AS DOCUMENT NO. 383412, IN THE OFFICIAL RECORDS OF WASHOE COUNTY.

CONTAINING 67.60 ACRES, MORE OR LESS.



EXP. 06/30/2020

MICHAEL TALONEN, P.L.S. 19567





EXHIBIT A
LEGAL DESCRIPTION

PARCEL A-1:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E. MDM. THENCE SOUTH 89°28'26" EAST 2323.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°28'26" EAST, 327.10 FEET;

THENCE SOUTH 01°01'36" WEST, 332.90 FEET;

THENCE NORTH 89°29'20" WEST 327.10.52 FEET;

THENCE NORTH 01°01'36" EAST 332.99 FEET TO THE POINT OF BEGINNING. CONTAINING 2.50 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

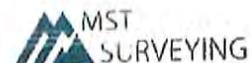




EXHIBIT A
LEGAL DESCRIPTION

PARCEL E-3:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N. RANGE 21E, MDM. THENCE SOUTH $74^{\circ}39'47''$ EAST 1946.82 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $89^{\circ}28'26''$ EAST, 436.50 FEET;

THENCE SOUTH $01^{\circ}01'36''$ WEST, 497.40 FEET;

THENCE NORTH $89^{\circ}29'20''$ WEST, 337.02.50 FEET TO THE BEGINNING OF A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF $04^{\circ}11'38''$, A DISTANCE OF 99.55 FEET;

THENCE NORTH $01^{\circ}01'36''$ EAST, 497.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.01 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

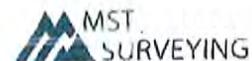
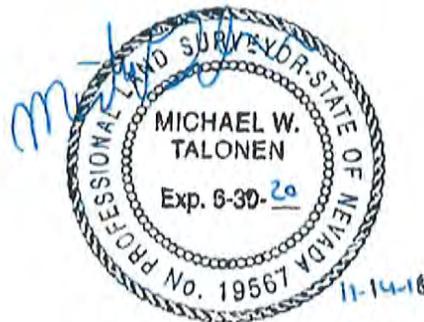




EXHIBIT A
LEGAL DESCRIPTION

PARCEL E-2:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E. MDM. THENCE SOUTH 89° 28' 26" EAST 1886.49 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 28' 26" EAST, 436.52 FEET;

THENCE SOUTH 01° 01' 36" WEST, 501.49 FEET;

THENCE NORTH 89° 48' 48" WEST, 436.50 FEET;

THENCE NORTH 01° 01' 36" EAST, 497.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.01 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

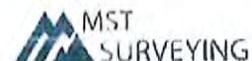
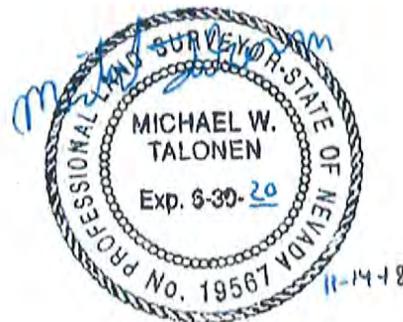




EXHIBIT A
LEGAL DESCRIPTION

PARCEL E-1:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 89°28'26" EAST 1449.97 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°28'26" EAST, 436.52 FEET;

THENCE SOUTH 01°01'36" WEST, 497.68 FEET;

THENCE NORTH 89°48'48" WEST, 436.55 FEET;

THENCE NORTH 01°01'36" EAST, 500.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.00 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

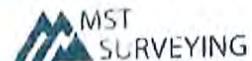




EXHIBIT A
LEGAL DESCRIPTION

PARCEL D-1:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E. MDM. THENCE SOUTH 89° 28' 24" EAST 666.38 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING SOUTH 89° 28' 26" EAST, 784.92.92 FEET:

THENCE SOUTH 01° 01' 36" WEST, 297.06 FEET;

THENCE NORTH 89° 48' 48" WEST, 658.49 FEET TO A POINT OF CUSP:

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, RADIAL TO A BEARING OF NORTH 61° 02' 03" EAST, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 11° 59' 48", A DISTANCE OF 284.76 FEET;

THENCE NORTH 16° 36' 22" WEST 41.40 FEET TO THE POINT OF BEGINNING. CONTAINING 5.00 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

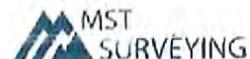
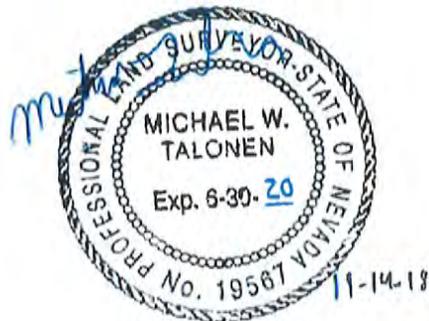




EXHIBIT A
LEGAL DESCRIPTION

PARCEL D-3:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 57°23'26" EAST 1588.06 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 16°46'49" EAST, 357.54 FEET;

THENCE SOUTH 89°48'48" EAST, 436.55 FEET;

THENCE SOUTH 01°01'36" WEST, 497.68 FEET TO A POINT OF CUSP;

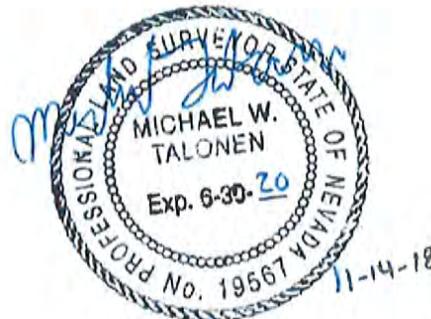
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, RADIAL TO A BEARING OF NORTH 04°42'18" EAST, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 23°28'57", A DISTANCE OF 557.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.01 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567



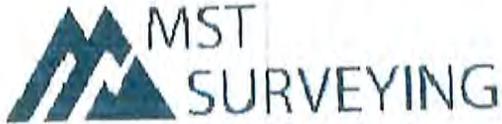


EXHIBIT A
LEGAL DESCRIPTION

PARCEL D-2:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH $68^{\circ}35'51''$ EAST 845.76 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH $89^{\circ}48'48''$ EAST, 658.49 FEET;

THENCE SOUTH $01^{\circ}01'36''$ WEST, 203.20 FEET;

THENCE SOUTH $16^{\circ}46'49''$ WEST, 357.54 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, RADIAL TO A BEARING OF NORTH $28^{\circ}11'15''$ EAST, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF $33^{\circ}12'35''$, A DISTANCE OF 788.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.03 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567





EXHIBIT A
LEGAL DESCRIPTION

PARCEL C-3:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E. THENCE SOUTH 89°28'24" EAST 46.12 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°28'26" EAST, 618.92 FEET;

THENCE SOUTH 16°36'22" EAST, 41.40 FEET TO THE BEGINNING OF A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 12°21'35", A DISTANCE OF 293.38 FEET

THENCE SOUTH 73°48'55" WEST, 488.35 FEET;

THENCE NORTH 31°21'36" WEST 528.68 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

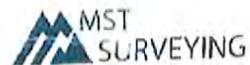
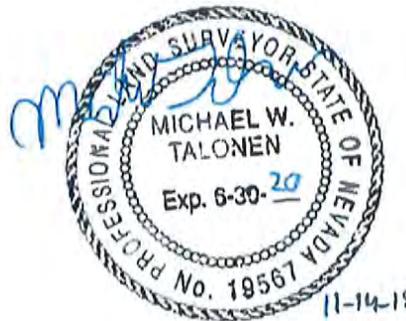




EXHIBIT A
LEGAL DESCRIPTION

PARCEL C-2:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 35° 24' 23" EAST 554.42 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 73° 48' 55" EAST, 488.35 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, RADIAL TO A BEARING OF NORTH 61° 02' 03" EAST, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 14° 06' 24", A DISTANCE OF 334.85 FEET;

THENCE SOUTH 45° 49' 58" WEST, 537.11 FEET;

THENCE NORTH 00° 00' 00" WEST 48.61 FEET;

THENCE NORTH 31° 21' 36" WEST 538.28 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567





EXHIBIT A
LEGAL DESCRIPTION

PARCEL C-1:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 32°03'41" EAST 1132.91 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45°49'58" EAST, 537.11 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, RADIAL TO A BEARING OF NORTH 46°55'39" EAST, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 10°43'58", A DISTANCE OF 254.76 FEET;

THENCE SOUTH 36°11'40" WEST, 712.18 FEET;

THENCE SOUTH 89°29'20" WEST 155.07 FEET;

THENCE NORTH 00°00'00" WEST 367.89 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567





EXHIBIT A
LEGAL DESCRIPTION

PARCEL B-3:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (N) 1/4 NORTH QUARTER CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 01°01'36" WEST 998.80 FEET; THENCE NORTH 89°29'20" WEST 664.12 FEET TO THE BEGINNING OF A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 22°27'07", A DISTANCE OF 533.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 13°13'53", A DISTANCE OF 314.07 FEET;

THENCE SOUTH 36°11'40" WEST, 712.18 FEET;

THENCE NORTH 89°29'20" EAST 513.19 FEET;

THENCE NORTH 22°57'47" EAST 461.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.01 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567





EXHIBIT A
LEGAL DESCRIPTION

PARCEL B-3:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (N) 1/4 NORTH QUARTER CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH $01^{\circ}01'36''$ WEST 998.80 FEET; THENCE NORTH $89^{\circ}29'20''$ WEST 664.12 FEET TO THE BEGINNING OF A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF $22^{\circ}27'07''$, A DISTANCE OF 533.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF $13^{\circ}13'53''$, A DISTANCE OF 314.07 FEET;

THENCE SOUTH $36^{\circ}11'40''$ WEST, 712.18 FEET;

THENCE NORTH $89^{\circ}29'20''$ EAST 513.19 FEET;

THENCE NORTH $22^{\circ}57'47''$ EAST 461.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.01 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

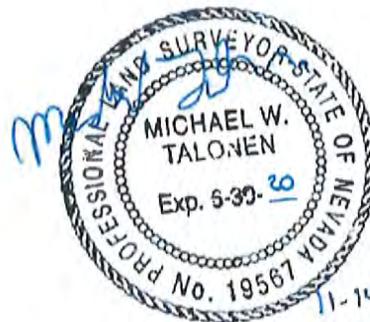




EXHIBIT A
LEGAL DESCRIPTION

PARCEL B-2:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (N) 1/4 NORTH QUARTER CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH $01^{\circ}01'36''$ WEST 998.80 FEET; THENCE NORTH $89^{\circ}29'20''$ WEST 664.12 FEET TO THE BEGINNING OF A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF $00^{\circ}25'02''$, A DISTANCE OF 9.90 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF $22^{\circ}02'05''$, A DISTANCE OF 523.03 FEET;

THENCE SOUTH $22^{\circ}57'47''$ WEST, 461.18 FEET;

THENCE NORTH $89^{\circ}29'20''$ EAST 682.71 FEET;

THENCE NORTH $01^{\circ}01'36''$ EAST 323.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.03 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

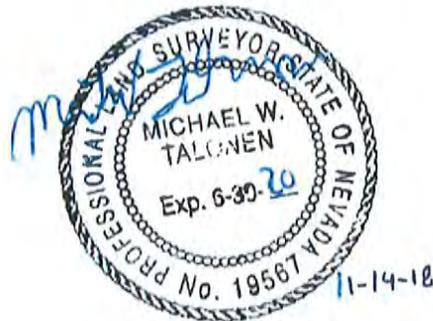




EXHIBIT A
LEGAL DESCRIPTION

PARCEL B-1:

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COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 89°28'26" EAST 2650.10 FEET; THENCE SOUTH 01°01'36" WEST 998.80 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 01°01'36" WEST, 323.15 FEET;

THENCE SOUTH 89°29'20" WEST, 674.03 FEET;

THENCE NORTH 01°01'36" EAST 323.18 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, RADIAL TO A BEARING OF NORTH 00°55'42" EAST, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 00°25'02", A DISTANCE OF 9.90 FEET;

THENCE SOUTH 89°29'20" EAST 664.12 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

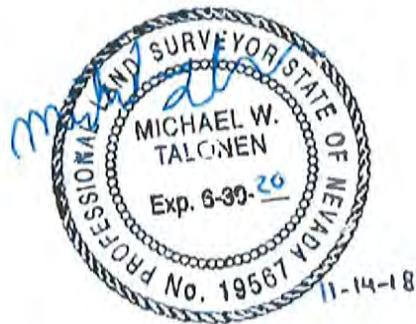




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COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 89°28'26" EAST 2323.00 FEET; THENCE SOUTH 01°01'36" WEST 332.99 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°29'20" EAST, 327.10 FEET;

THENCE SOUTH 01°01'36" WEST, 332.95 FEET;

THENCE NORTH 89°29'20" WEST 327.10 FEET;

THENCE NORTH 01°01'36" EAST 332.95 FEET TO THE POINT OF BEGINNING. CONTAINING 2.50 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

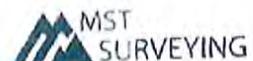




EXHIBIT A
LEGAL DESCRIPTION

PARCEL A-3:

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COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 89°28'26" EAST 2323.00 FEET; THENCE SOUTH 01°01'36" WEST 665.94 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 89°29'20" EAST, 327.10 FEET;

THENCE SOUTH 01°01'36" WEST, 332.95 FEET;

THENCE NORTH 89°29'20" WEST 327.10 FEET;

THENCE NORTH 01°01'36" EAST 332.95 FEET TO THE POINT OF BEGINNING, CONTAINING 2.50 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

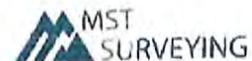
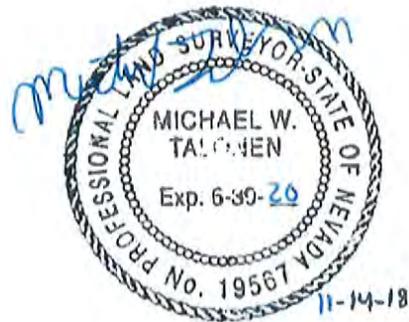




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PARCEL A-2:

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THENCE SOUTH $89^{\circ}29'20''$ EAST, 327.10 FEET;

THENCE SOUTH $01^{\circ}01'36''$ WEST, 332.95 FEET;

THENCE NORTH $89^{\circ}29'20''$ WEST 327.10 FEET;

THENCE NORTH $01^{\circ}01'36''$ EAST 332.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.50 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

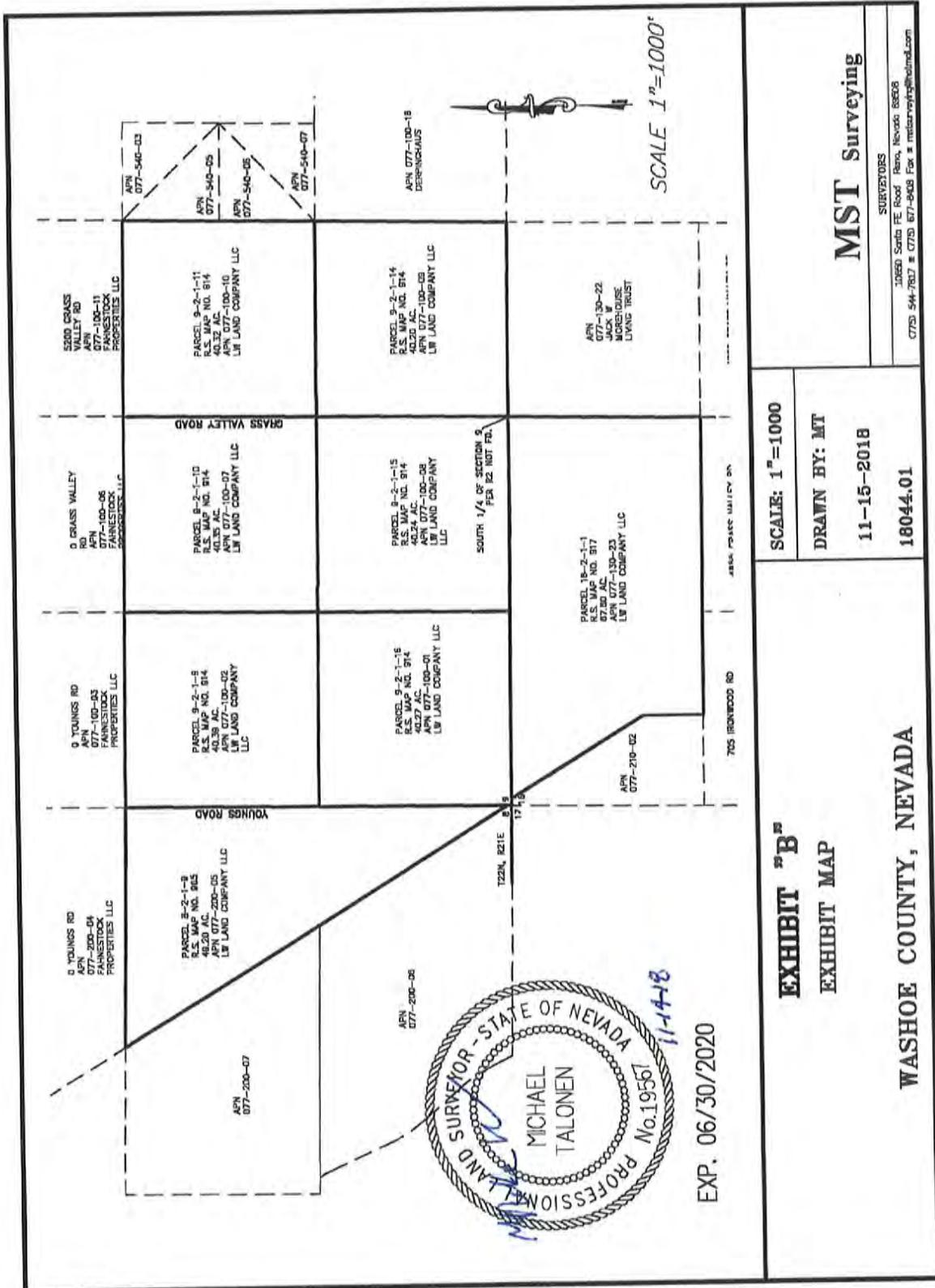
NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567



Exhibit B

Maps

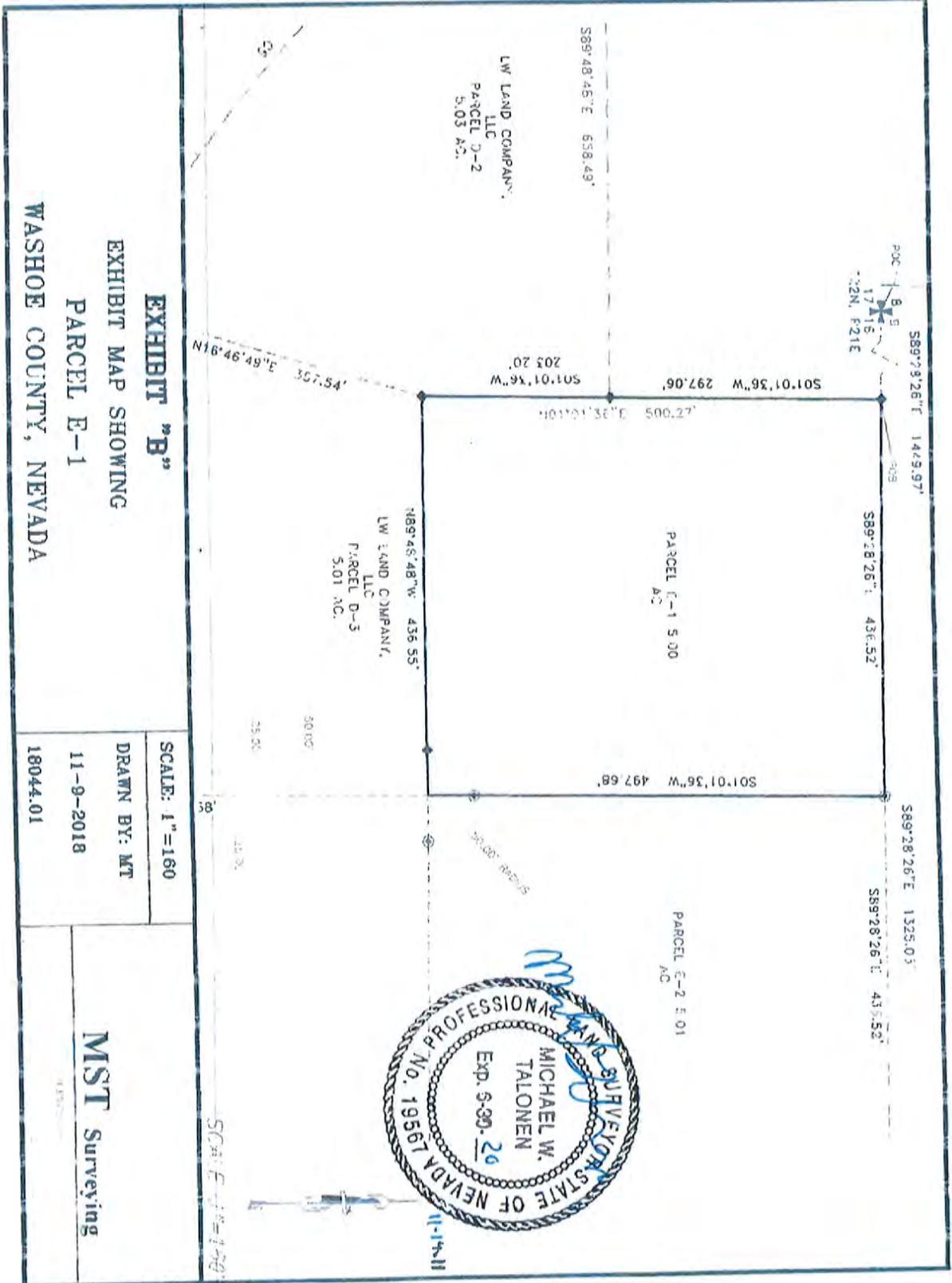


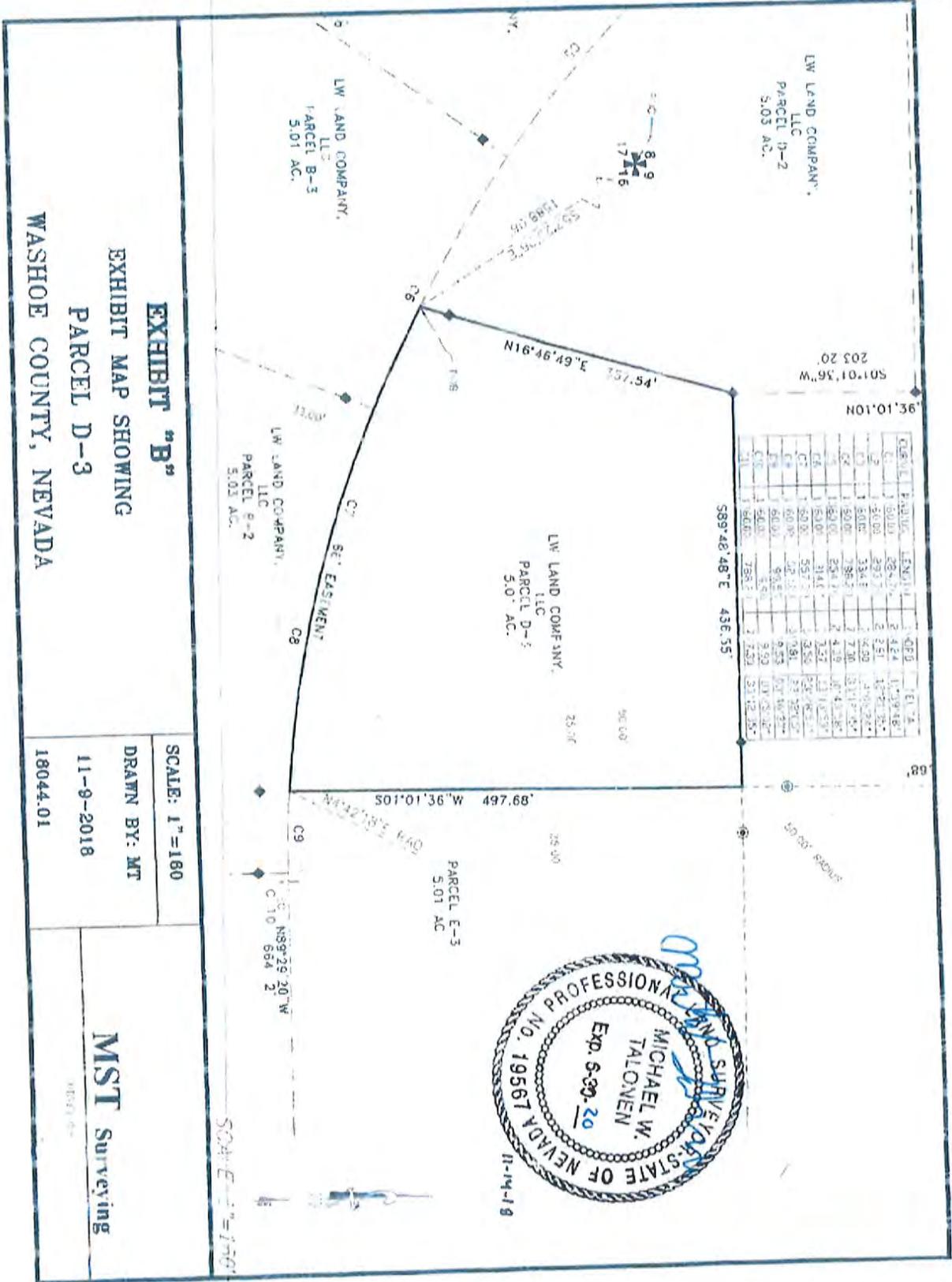
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11-15-2018
18044.01

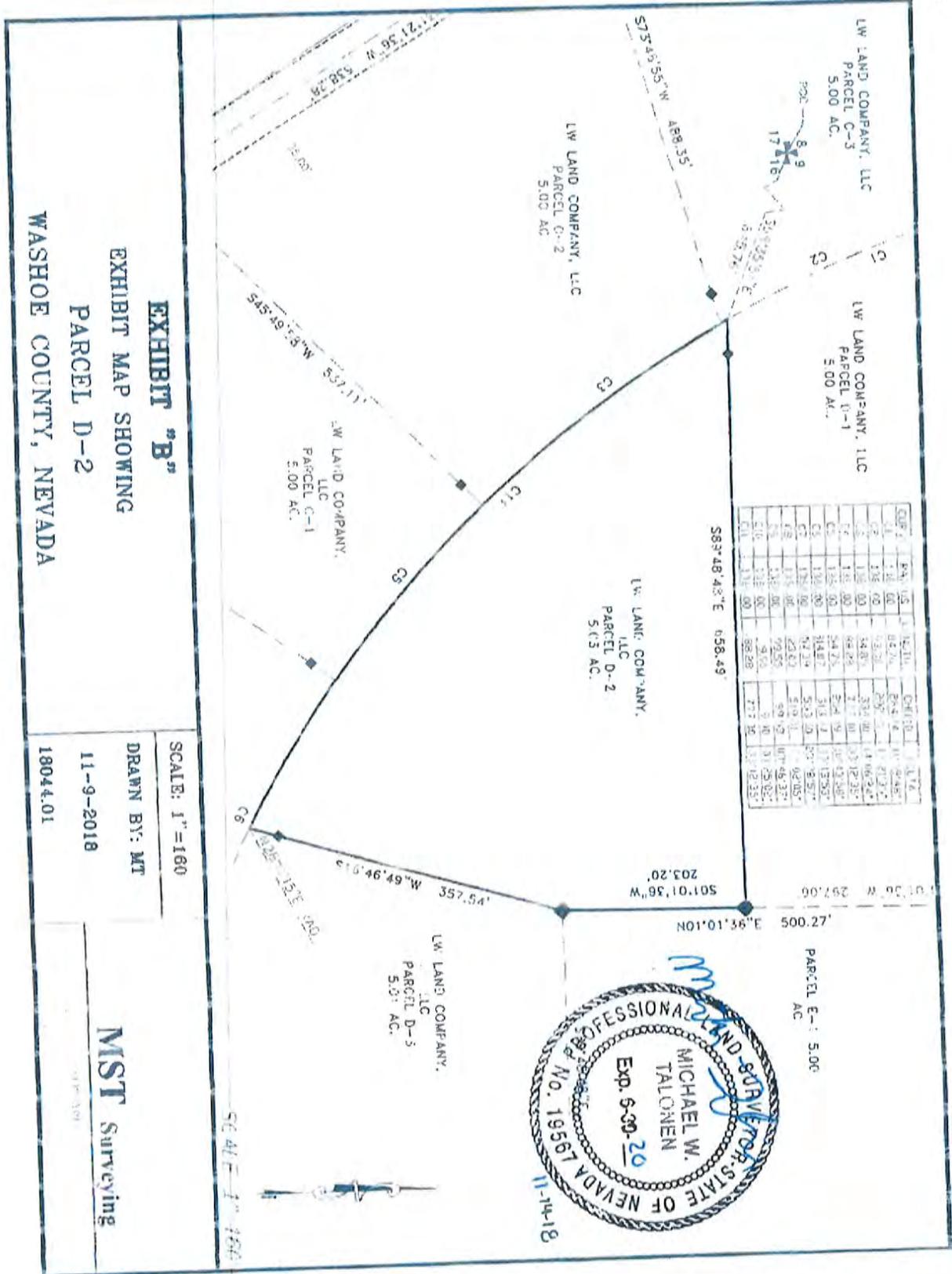
EXHIBIT "B"
EXHIBIT MAP
WASHOE COUNTY, NEVADA

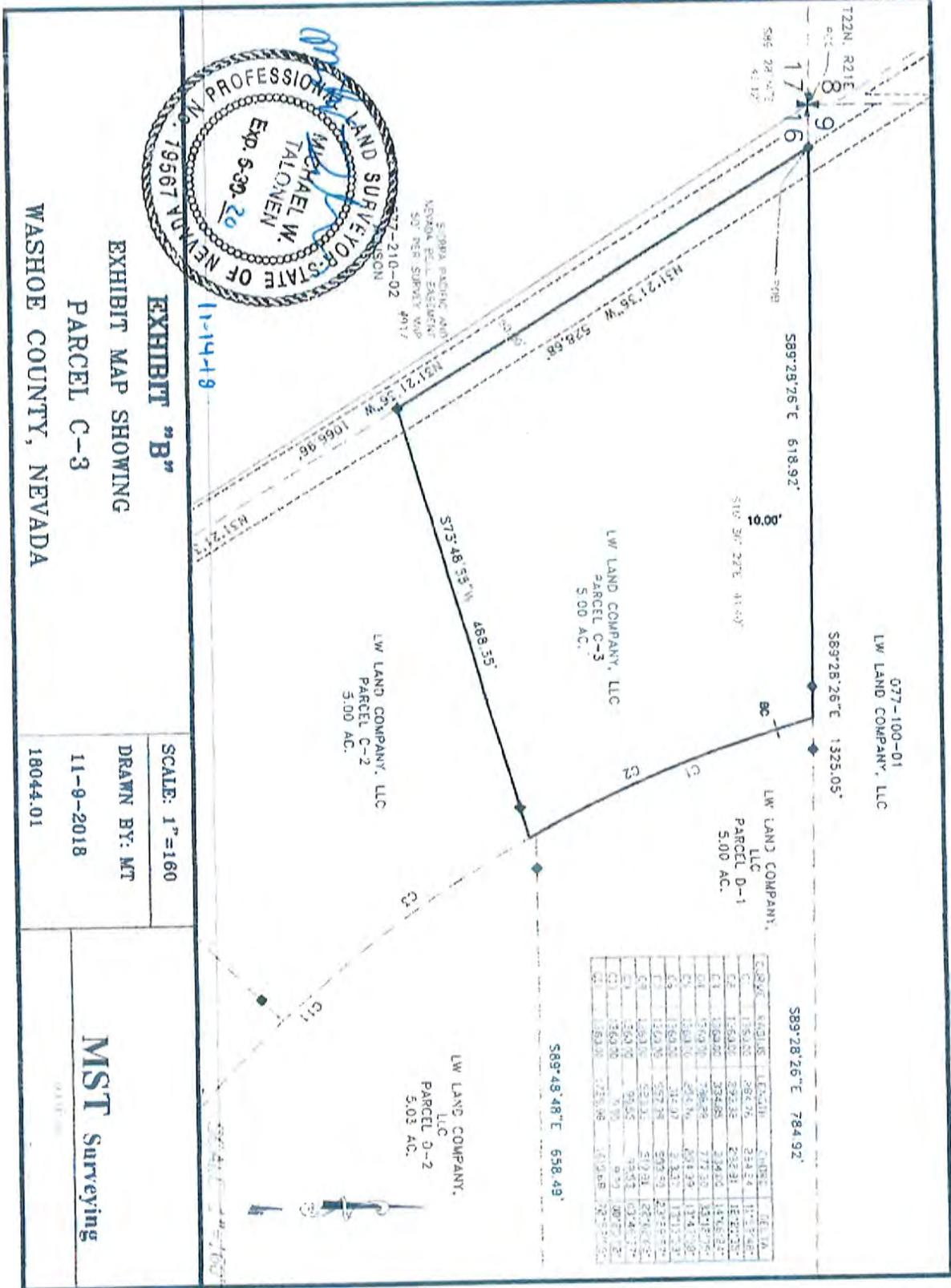
MST Surveying

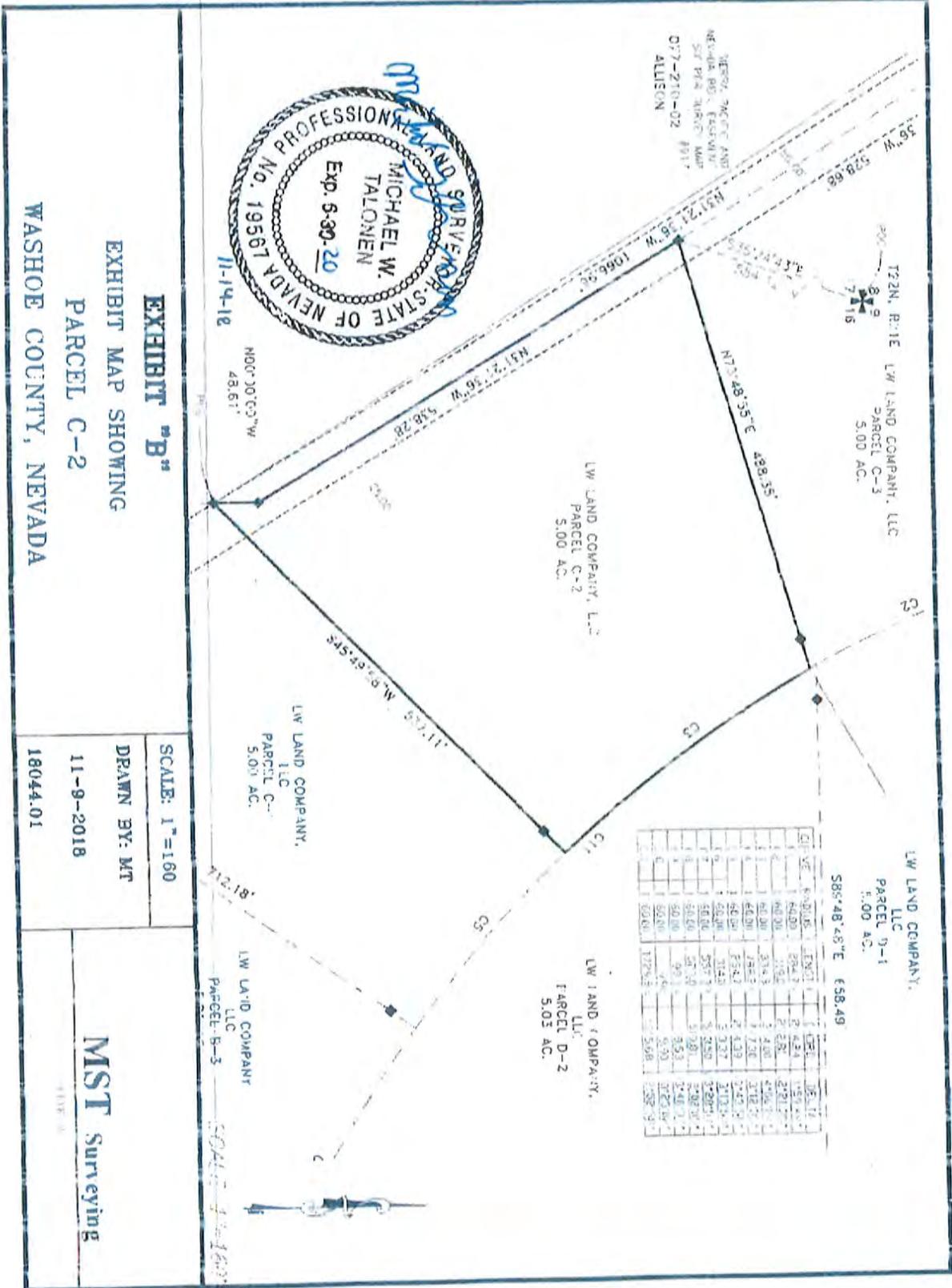
SURVEYORS
30850 Santa FE Road Reno, Nevada 89508
0750 544-7807 • 0750 677-8008 Fax • mstsurveying@msd.com

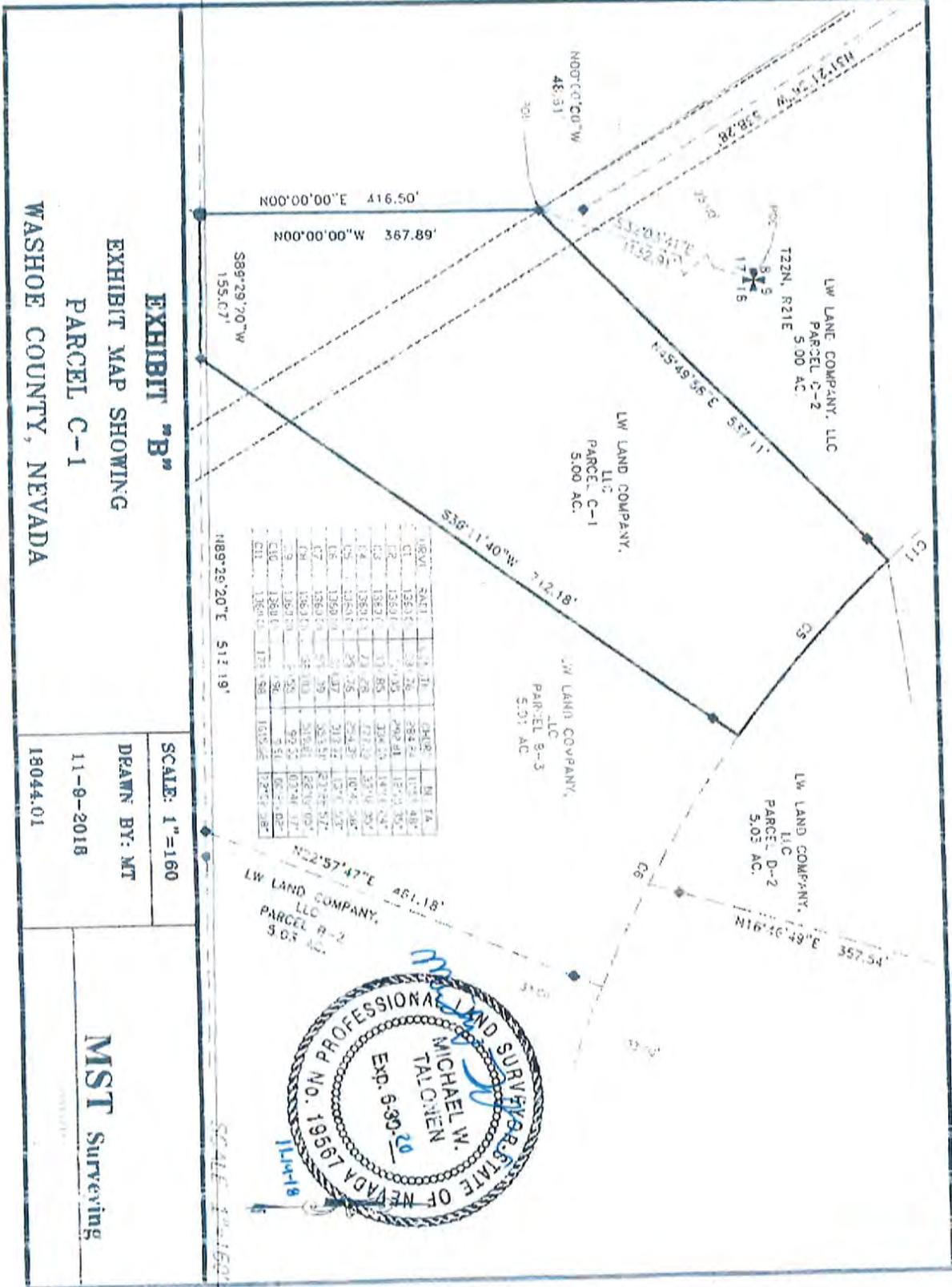




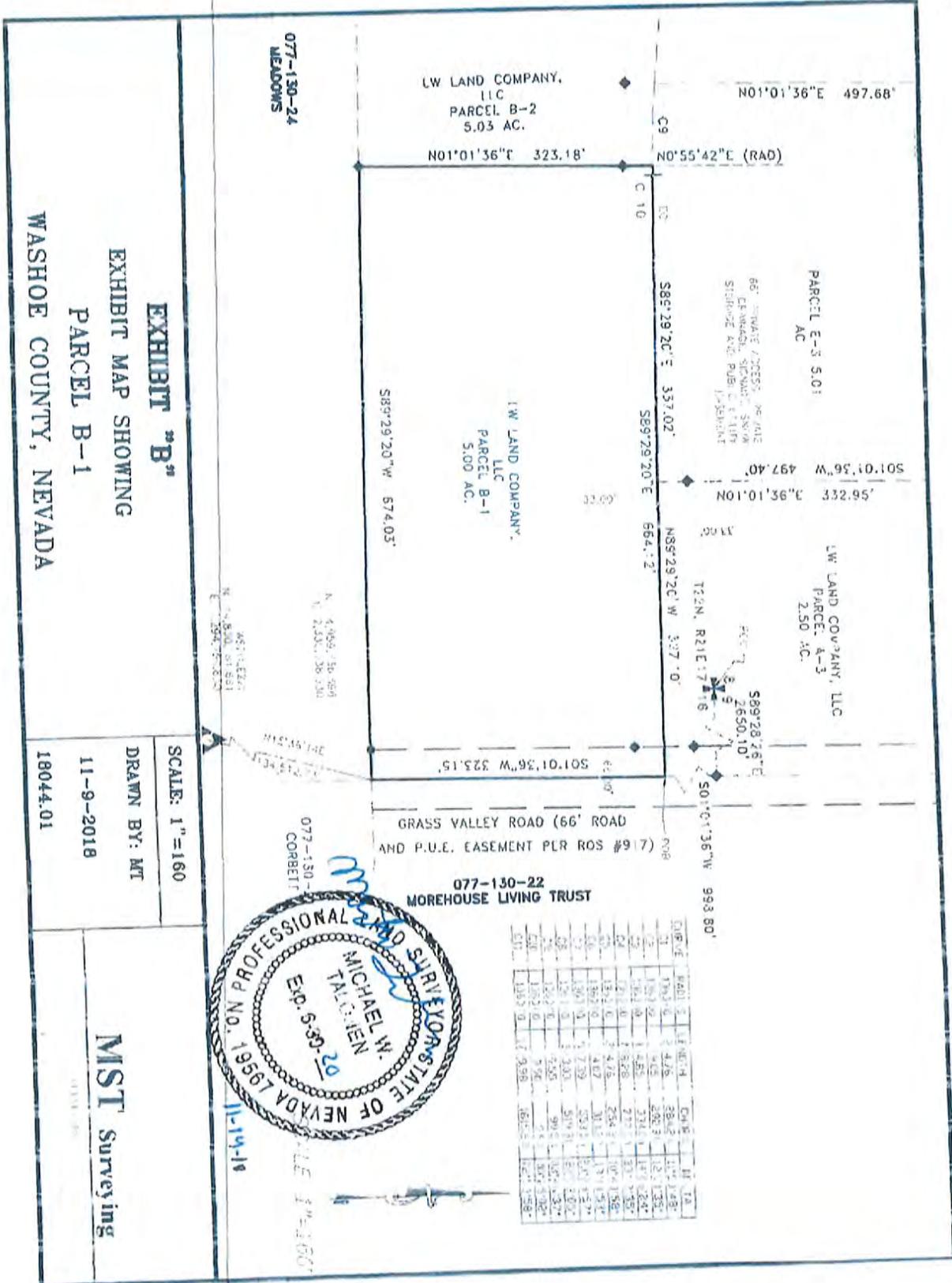








LINE	S&T	BEARING	DIST.	AREA	N. TA.
1	12613	N 00° 00' 00" E	416.50	832.99	100.00
2	12614	N 00° 00' 00" W	367.89	735.78	100.00
3	12615	S 89° 29' 20" W	155.67	155.67	100.00
4	12616	N 89° 29' 20" E	512.19	1024.38	100.00
5	12617	N 16° 16' 49" E	357.54	1221.29	100.00
6	12618	N 22° 57' 47" E	461.18	1559.39	100.00
7	12619	N 51° 21' 21" W	338.28	1137.37	100.00
8	12620	N 54° 49' 55" E	557.11	2621.92	100.00
9	12621	N 00° 00' 00" E	416.50	832.99	100.00
TOTAL				11224.87	



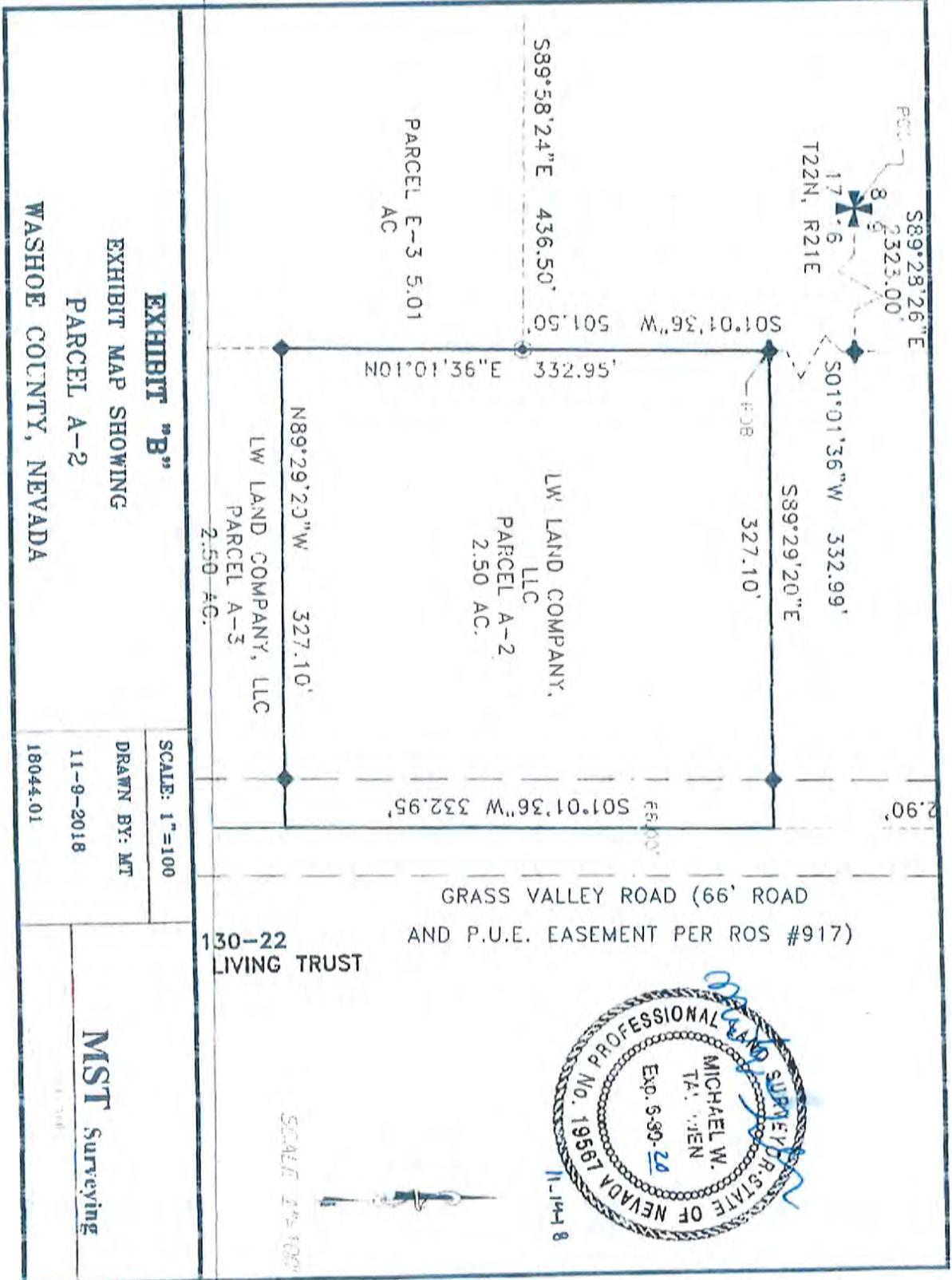


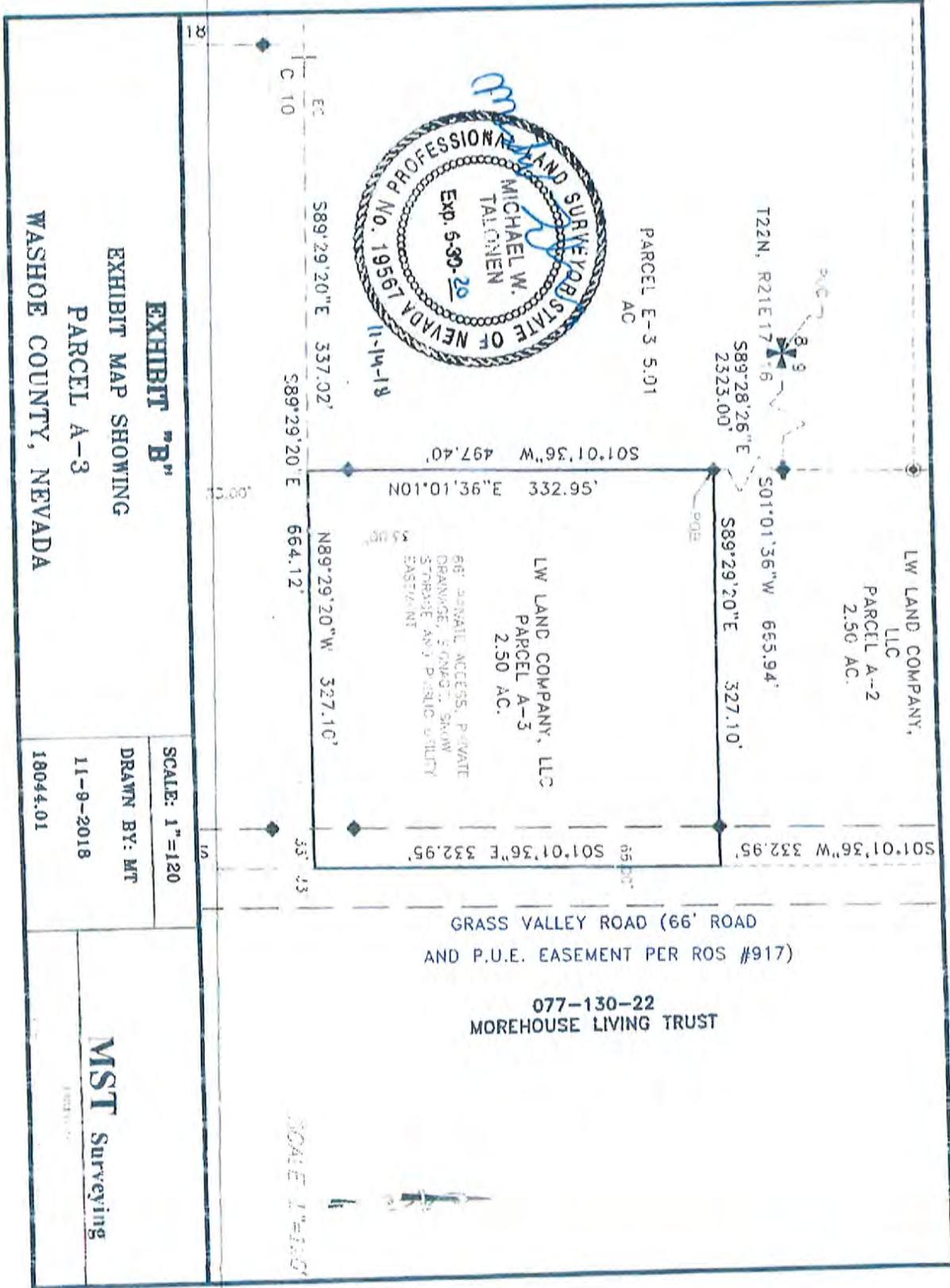
EXHIBIT "B"
 EXHIBIT MAP SHOWING
 PARCEL A-2
 PARCEL A-3
 WASHOE COUNTY, NEVADA

SCALE: 1"=100
 DRAWN BY: MT
 11-9-2018
 18044.01

GRASS VALLEY ROAD (66' ROAD
 AND P.U.E. EASEMENT PER ROS #917)
 130-22
 LIVING TRUST



MST
 Surveying



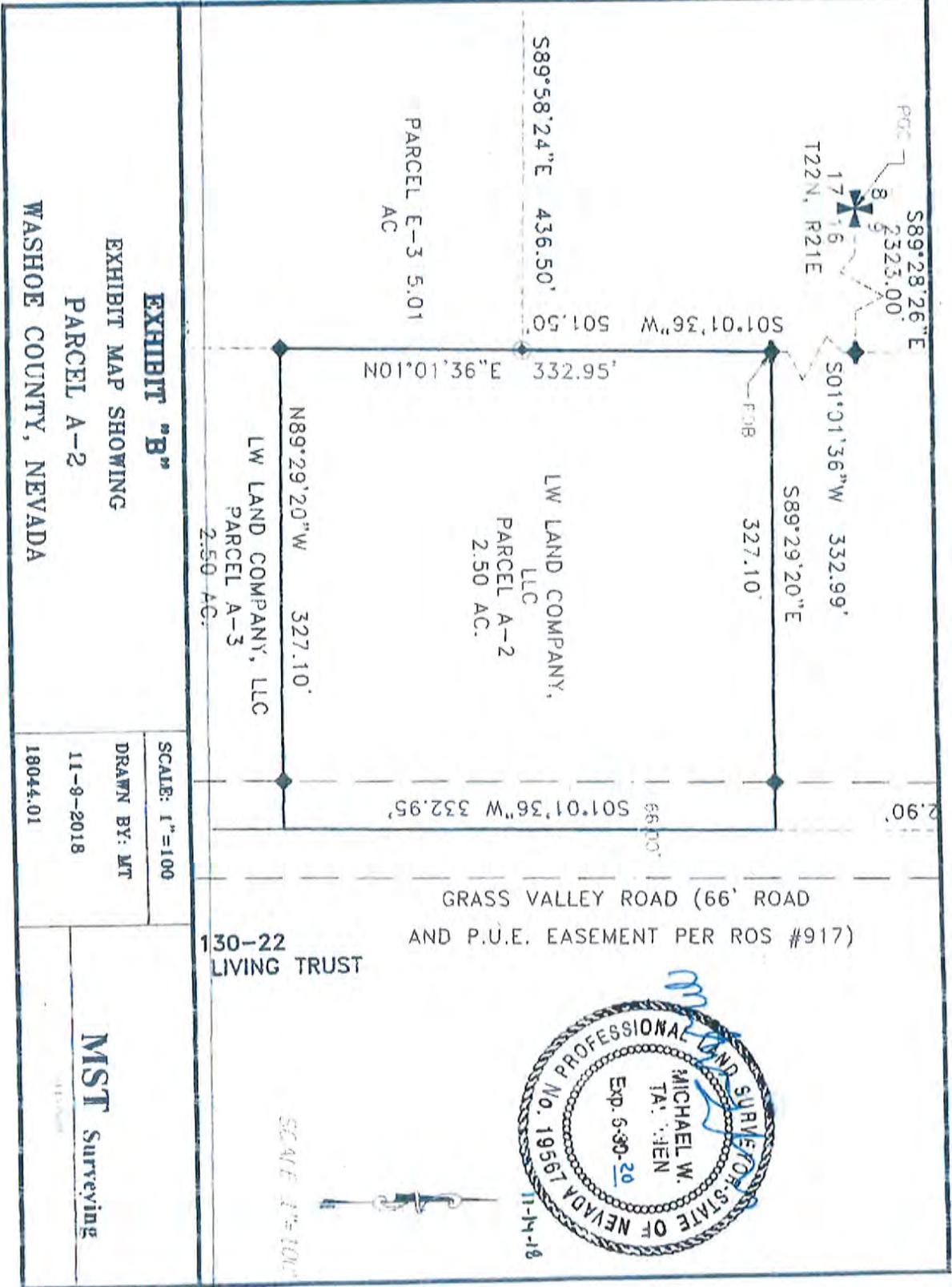


EXHIBIT "B"
 EXHIBIT MAP SHOWING
 PARCEL A-2
 WASHOE COUNTY, NEVADA

SCALE: 1"=100'
 DRAWN BY: MT
 11-9-2018
 18044.01

MST
 Surveying

SCALE 1"=100'



130-22
 LIVING TRUST

GRASS VALLEY ROAD (66' ROAD
 AND P.U.E. EASEMENT PER ROS #917)

Exhibit C

Development Standards Handbook

Development Standards Handbook
For
Palomino Ranch Estates

Washoe County
APN's
077-130-23

Prepared By: LW Land Company LLC
695 Mile Circle Drive Reno, Nevada 89511
(775)333-0817

Located within the Warm Springs Specific Plan Area/
Palomino Valley

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Development Standards Handbook for

PALOMINO RANCH ESTATES

DEVELOPMENT STANDARDS

Introduction

LW Land Company LLC, the owner of the property Palomino Ranch Estates, is one of the parcels within the Warm Springs Specific Plan (WSSP), (Refer to the Land Use Plan showing the project with in the Warm Springs area in Appendix C) The property is 67.60 acres in size. There will be a total of 15 lots, 3 lots will each be 2.50 acres, with remaining 12 lots will be 5+ acres.(Refer to Vicinity Map and Parcel Map)

Objective

To develop a community that capitalizes on the rural and equine character of the Warm Springs area while utilizing resources efficiently and effectively, and giving consideration to design, marketability, and aesthetics.

Agriculture

The Specific Plan protects existing adjacent agricultural uses from potential development conflicts. The CC&Rs and all final maps shall contain a note of restriction that states, "No formal written or verbal complaints can be filed with Washoe County and no lawsuits or other legal proceedings can be brought against any legal agricultural use." Each purchaser will sign a disclosure statement that reiterates the same information.

Residential Design Guidelines

The purpose of this handbook is to describe the principles, policies, standards, and deed restrictions that will control development of Tumbleweed Estates to ensure that it is built and maintained as envisioned in the master planning process for the Warm Springs Specific Plan area.

Lot Concepts Standards

The individual lot concepts are designed to promote the rural character of the Warm Springs Valley. The lots have designated building envelopes, transition zones, and required open space. Where there is a difference between what is illustrated in the Individual Lot Concept Plans and what the text states, the plans shall take precedence over the text. (Refer to the Individual Lot Concept Plans, pages 4-5.)

Building Envelopes

The building setbacks from the street vary to provide a more rural atmosphere to the streetscape. All lots have an established building envelope as defined by the Individual Lot Concept Plans. Building side and rear yard setbacks shall conform to current Washoe County Code requirements.

Buildings may be located anywhere within the designated building envelope. All buildings, structures, or storage of any type will be confined to this area on each lot.

A landscaped/irrigated zone with a minimum depth of 30 feet is required around all dwellings. This landscaped/irrigated zone must utilize fire retardant/resistant landscaping. For additional fire protection, the landscaping within the building envelope should be thinned and maintained so as not to present a hazard to the homeowner or adjacent property owners.

The landscaped/irrigated zone may encroach into the transition zone. All disturbed areas within the building envelope that are not landscaped, will be revegetated with a combination of native shrubs, grass, and wildflower seed mixtures specified in this document. The relationship between building envelopes is designed to provide an open space corridor and to provide necessary space for additional possible division of the property. (Refer to the Individual Lot Concept, Figures 1-A through 3-A pages 4-14.)

Transition Zone

The designated transition zone portion of the lot provides an extension of usable yard area but does not permit structures. The zone provides a transition from the open space to the developed portion of each lot. The only fencing that shall be permitted within the transition zone is Open Ranch Style Fencing, White Rail PVC Fencing, or temporary painted-metal panelized fencing. The landscaping for the transition zone has been considered under and is incorporated into the Water Allocation. Horses and 4-H animals are limited to the transition zone and building envelope unless pasture has been provided by securing the requisite water rights.

Open Space

Please see Plate 9 map, Appendix D, which shows the proposed open space, trails and the golf course in the Warm Springs master plan.

The designated open space portion of each lot will be left undisturbed. All open space areas shall be maintained by the individual property owner. These open space corridors are designated to protect the existing, rural character of the valley. Open space areas may continue existing, established agricultural or ranching uses and are exempt from the limitations imposed by the section on "Animals" later in this Development Standards Handbook.

No use of motorized vehicles, other than vehicles actively engaged in ranching or farming activities, is allowed within the designated open space areas. Open space corridors may be utilized as a non-motorized trail system for equestrian use. The only fencing that shall be permitted within the open space area is Open Ranch Style Fencing, White Rail Synthetic Fencing, or temporary painted-metal Panelized Fencing. Water rights, in accordance with the Optional Water Usage Landscape (see page 20 under Water Allocation), must be purchased for maintenance of pasture for animals enclosed within the open space. The open space in the Warm Springs Specific Plan shall be left in natural vegetation or agricultural use. If disturbed, it shall be reseeded as specified in the section on Revegetation of Open Space/Drainage ways. Plant selection should include only drought tolerant and low water demand material (refer to plant list in Appendix A). These attributes contribute to the decreased average annual residential water demand that is mandated for implementation of the Warm Springs Specific Plan.

View sheds

The proposed building envelopes, as illustrated by Figure 1-A, page 4, Figures 2-A, page 5, and by 3-A, page 11, are staggered and setbacks are increased to afford views and vistas from each building envelope to the surrounding valleys and mountains.

Architecture

All buildings must incorporate an architectural theme or identity that is complementary and compatible with the Warm Springs Specific Plan area and its surroundings. All building plans shall be submitted to the WSSP Architectural Review Committee to ensure this policy is enforced in a way that encourages creative design. No mobile homes are allowed except for construction purposes. To enhance the development and maintain the rural character, buildings and structures shall adhere to the following guidelines. (Refer to Conceptual "Western Ranch" Theme Home, Figures 8a and 8b page 20.)

Exterior Walls and Trims

Building materials must support the "western ranch" theme and be approved by the WSSP Architectural Review Committee. Exterior siding and wall colors must be earth tone and harmonize with the surrounding landscape. No gloss finishes are allowed.

Large unbroken expanses of the same wall material shall be avoided. Trim shall be used on all exterior walls to create highlight and shadow. All reflective material (e.g., chimney stacks, flashings, exhaust vents and pipes, etc.) must be painted to match or blend with surrounding materials.

Figure 1-A
Lot Concept for 2.5 Acre Parcels

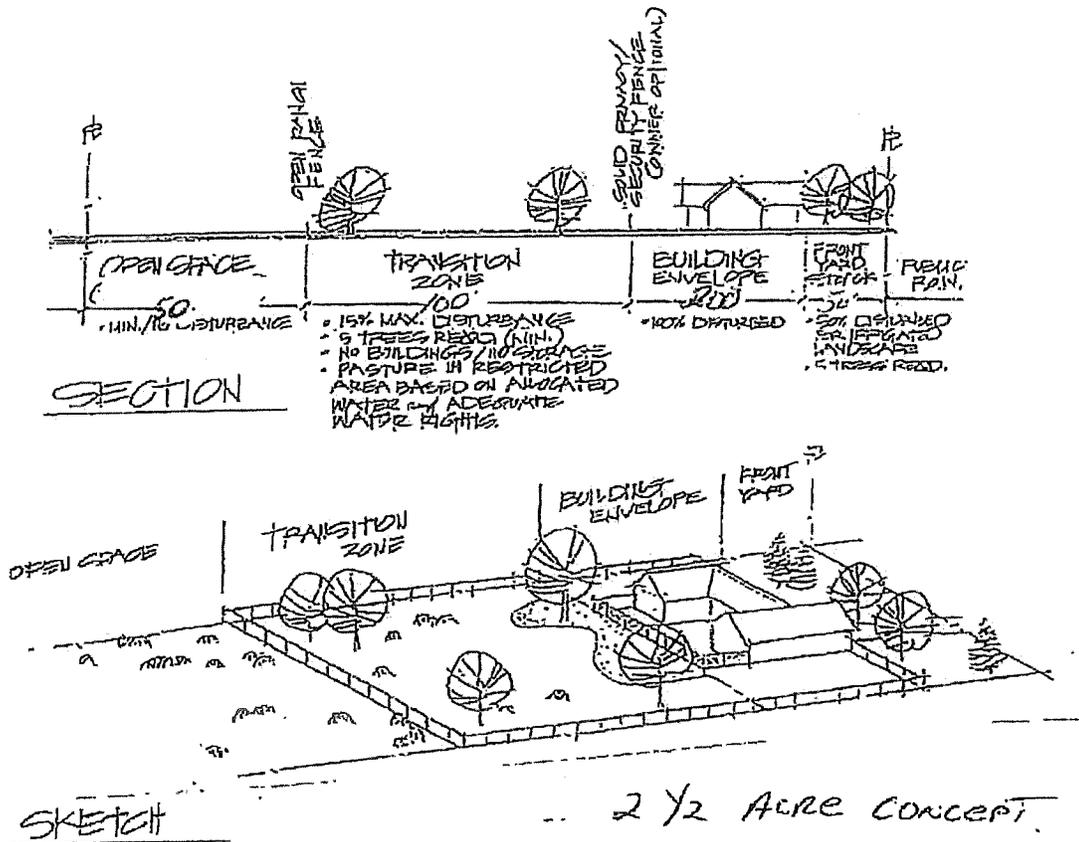
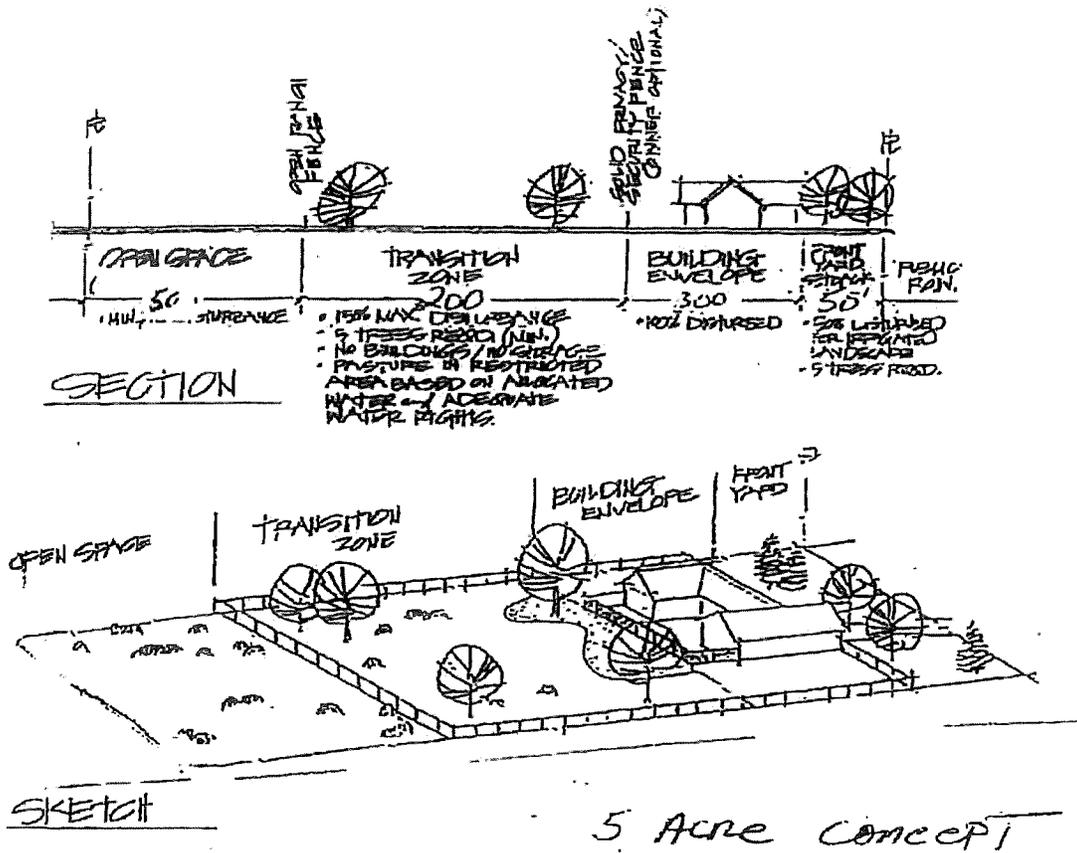


Figure 2-A
Individual Lot Concept for 5(+) Acre Parcels



Roofing

Roofing materials shall be earth tone and of a color that harmonizes with the surrounding area and color scheme of the structure. To support an architectural theme consistent with the Warm Springs Specific Plan, building materials for roofs shall be limited to slate, concrete tile, or architectural composition, extra-dimensional 30-year roofing. Flat roofs shall not be allowed. Metal non-reflective and colored roofs may be permitted with Architectural Review Committee approval. All reflective material (e.g., chimney stacks, flashings, exhaust vents and pipes, etc.) must be painted to match or blend with surrounding materials.

Building Heights

To promote an architectural theme consistent with the Warm Springs Specific Plan, single story homes are encouraged, but all homes shall be limited to two stories and, in accordance with Washoe County Development Code requirements, 35 feet in height. (Refer to Conceptual "Western Ranch" Theme Home, Figures 8a and 8b, page 20.)

Completion of Construction

Construction of any improvement, once commenced, shall be pursued diligently to completion within 18 months of commencement. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within a reasonable period shall be deemed nuisances. The Homeowners Association may remove any such nuisance or repair or complete the same at the cost of the owner provided the owner has not commenced required work within thirty (30) days from the posting of a notice by the Homeowners Association to commence such work upon the property. Such notice shall state the steps that will be taken to eliminate the nuisance.

Miscellaneous Animals

No more than four (4) Horses or 4-H animals, limited to cattle or sheep, will be allowed. Such animals will only be permitted within the building envelope and transition zone unless additional water rights are acquired for pastureland within the open space. Adequate ground cover to eliminate dust and prevent erosion shall be maintained at all times. As many as four (4) customary household pets are allowed provided they are not kept for commercial purposes and are kept reasonably confined so as not to become a nuisance. Horses, animals, and household pets shall not unreasonably interfere with the comfort, privacy, or safety of other properties. Animals shall be kept in accordance with Washoe County rules and regulations. The homeowners association shall have the authority to determine whether the animals unreasonably interfere with the comfort, privacy or safety of other properties.

Homeowners may provide irrigated pasture as an exercise area or for supplemental feed in which the animals may be kept when not stabled or corralled. Livestock may be considered an optional use for water allocated for landscape use. Pasturelands for animals will require additional water rights to be dedicated to Washoe County. Irrigated pastures require additional water rights at 4 acre-feet/year per acre. 1-1/4 acres of irrigated pasture would require the dedication of a total of 5 acre-feet of water. (Refer to Optional Usage Water Consumption Table A & B, pages 30-31 in the Landscape/Irrigation Section.)

Travel Trailers, Motor Homes, and Boat Storage

Travel trailers, motor homes, other recreational vehicles, or boats and trailers may only be stored within the building envelope. This may occur either within enclosed structures or in the side or rear yards if such yards are completely screened from any street, lot parcel, or open space area and the minimum distance from the screening material maintains the zoning requirements for that yard. Screening shall be consistent with the designated neighborhood privacy fence. (Refer to Figure 5 page 19) The architectural review committee will approve all fencing material.

Utilities

All individual services to each unit for all lot sizes shall be underground from the neighborhood service line. All on site utility lines to outbuildings, detached accessory structures, pump houses, etc., shall be underground.

Mailboxes

Individual property owners will not have US Mail delivered to their property. The Post Office has community mail boxes located at Grass Valley Road and Whiskey Springs Road 1/2 mile from proposed project. Per the post office if needed more community mail boxes will be put in place at that location.

Garbage and Refuse Disposal

There shall be no burning of trash, garbage or other like household refuse, nor shall any property owner accumulate on their lot junked or unsightly vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.

Concealment of Fuel Storage Tanks and Trash Receptacles

Fuel storage tanks, limited to propane or heating oil and every receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street, lot, parcel, or open space except at the times when refuse collections are made.

Antennas

Satellite dishes and home radio antennas shall be screened from view from any adjacent parcels, streets, or open space by locating in side or rear yards behind screen fences at a minimum. Screen fences for this purpose shall maintain the minimum distance from the screening material to that yard property line that meets the zoning requirements.

Nuisances

No noxious or offensive activities, odors, or nuisances shall be permitted on any lot or parcel in the development. No refuse, animal manure, unsightly or abandoned vehicles, debris, noxious materials, discarded personal effects, and construction materials not for immediate use shall be permitted on any lot or portion thereof. It is incumbent upon all property owners to maintain their lots and yards in a neat, orderly, and **well-manner**, whether said lots are vacant or improved. The Homeowners Association shall be responsible for timely enforcement for this provision.

Conservation

All building construction shall utilize methods of energy conservation and the use of low water demand features. Table 1 provides a list of recommended and mandatory energy and water conservation features, which will be incorporated into the building construction.

TABLE 1
CONSERVATION FEATURES

Mandatory Conservation Features
Water saving fixtures, showerheads, and toilets.
Dual glaze 1/4" air space windows and sliding glass doors.
Thermostat setback times.
Recommended Conservation Features
State-of-the-art water saving appliances such as washing machines and dishwashers.
The use of trash compactors to limit the use of garbage disposals in sinks.
Passive solar design.
Solar water heater.
Zoned heating controls.
Plumbed gray water storage and distribution for irrigation of landscaping. ⁱ

ⁱ Upon approval of the Washoe County District Health Department.

ⁱⁱ More information may be obtained from the Passive Solar Industries Council, 1090 Vermont Avenue, Suite 1200, Washington D.C. 20005, (202) 371-0357.

Building design and orientation shall be considered in conservation of energy. All buildings will be designed and oriented to benefit from passive solar heating if practicable. Passive solar construction guidelines and energy conservation measures for Northern Nevada are available through the Sierra Pacific Power Company. ⁱⁱ

Homes will be designed to utilize the following minimum guidelines of energy conservation in site and architectural design. Simple alterations in building design can enable the use of the sun, wind, landform, and vegetation to provide for supplemental heating, cooling, and insulation for a structure.

Energy Conservation Guidelines

All buildings should be located and oriented to benefit from passive solar heating. The desirable exposure is towards the south, southeast, or southwest. The simple east-west orientation of a rectangular building in northern Nevada has been found to reduce energy consumption by 40%. Site development should use plant materials and landforms to enhance energy conservation. Coniferous trees planted along the windward side of the property can act as a windbreak to deflect winter winds. Shrubs and trees planted against the structure can help to insulate the building. Deciduous trees planted on the south side of the structure will shade the building during the summer and enable sun to penetrate during the winter. The creation of earth berms on the windward side can reduce heat loss due to wind and help to insulate the structure. (Refer to the Minimum Landscape Elements - Figure 3-A page 11) The structure should be designed to keep energy needs for heating and cooling to a minimum. Passive energy conservation measures include the following:

- Good insulation.
- Location of active living spaces on south side
- Location of closets, mud-room, garages, or storage space on north and east sides
- Air-lock entries
- Concentration of windows on south side
- Reduction in number and size of openings on north side
- Maximum use of double-glazing
- Building overhangs to shield windows from summer sun and to admit winter sun
- Use of paved surfaces, rock or masonry on south side to absorb radiation

Active solar energy systems shall be permitted if the solar panels are integrated into the architectural design. If not integrated into the roof or body of the structure, they may not be placed on the roof and they must be screened from public view.

Domestic Water Allocation

The Warm Springs Specific Plan mandates compliance with a per lot water allocation. The designated water allocation for this project is 1.12 acre-feet/year per lot, which is equivalent to 364,896 gallons per year. Domestic water use for the average household is 70,260 gallons per year and landscape water use is at a minimum of 75,208 gallons per year. This leaves 217,428 gallons of water for selection of optional landscape elements. Livestock pasture irrigation may require dedication of additional water rights beyond the 1.12 acre-feet/year. Each lot owner is required to incorporate the following list of minimum required landscape elements into their landscaping. No less than 50% of the required landscaping shall be oriented to the front yard of the lot.

The plant selection includes only drought tolerant and low water demand material. Those aspects of the permitted plants contribute to the decreased average annual residential demand for water that is mandated for implementation of this plan.

The landscaping and irrigation plans must be submitted to the Architectural Control Committee for review and approval. This should be done at time of building permits for structures but may also be done separately.

The minimum landscape elements for each lot shall be:

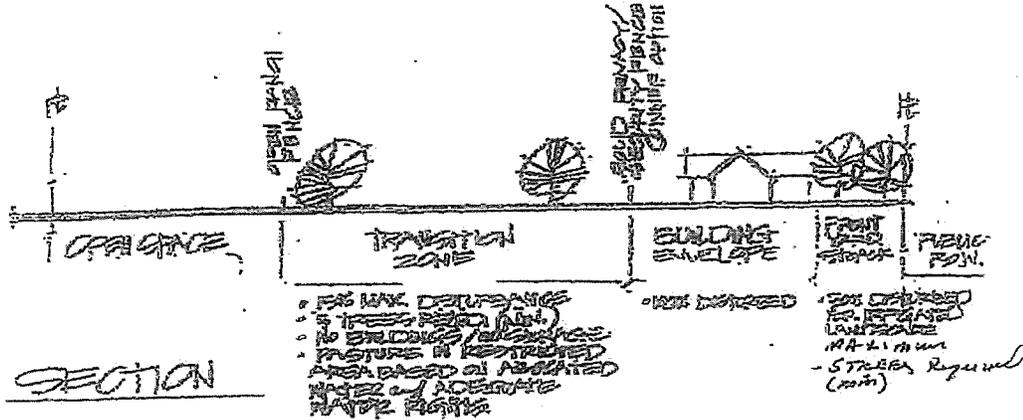
2,000 square feet of lawn area. Half of which can be in the rear yard.

5 evergreen or deciduous trees within the front yard setback (1 must be a specimen tree, (15 gallon minimum); 5 deciduous or evergreen trees within the building envelope (15 gallon minimum); 12 evergreen shrubs (1 gallon minimum); and 12 deciduous shrubs (1 gallon minimum.)

A minimum of five (5) trees are required within the front yard(s) as defined by Washoe County Code. Plant material per neighborhood, should be kept similar to strengthen neighborhood unity and identity. (Refer to Figure 3-A, page 11)

For a list of suggested shrub/groundcover and trees for home owner review, see Appendix A.

Figure 3A
Minimum Landscape Elements for each lot



The required landscape elements, plus the estimated domestic water use, utilize approximately 147,468 gallons per year. 217,428 gallons per year remains for optional use.

Table 2
Residential Water Usage- Gallons Per Year

Lot	Allocated Water	Domestic Use	Required Landscaping	Total	Residential/Optimal Available
+/- #of> acre s ⁶	1.12 AFY or 364,896 gal.	70,260 gal.	77,208 gal.	147,468 gal.	217,728 gal.

Table 2A provides a list of optional water use estimates for differing types of landscaping. These may be used in any combination on any lot provided the water allocation per lot is not exceeded. The intent is to mandate compliance with the designated water allocation while at the same time providing alternatives to permit variety in individual landscape designs. The plant selection includes only drought tolerant and low water demand material. Those aspects of the permitted plants contribute to the decreased average annual residential demand for water that is mandated for implementation of this plan.

Selection of materials should contain a mixture of plants with fast, medium and slow growth rates and a variety of sizes should be planted to provide a more natural appearance.

All surface water drainage ways within the subdivision shall be graded to resemble a natural drainage swale and incorporated in the overall design. There will be no linear, uniform width drainage ways. Drainage ways should be lined with native wildflowers, grasses, shrubs, and scattered rocks and boulders to slow water velocities.

The amount of water required for one acre of pasture irrigation is 4 acre-feet/year. For 1 1/4 acres of pasture, a total of 5 acre-feet/year is required. As many as 5 acre-feet/year per lot of water rights may be permitted through the State Engineers Office. These water rights will be used to irrigate the pasture and/or livestock on each lot.

Table 2A
Optional Landscape Uses - Water Consumption

Item	Quantity	Yearly Water Use
Turf	100 sq. ft.	2,108 gallons
Vegetable/Flower Garden	100 sq. ft.	1,612 gallons (based on 16 week watering season)
Deciduous Shrub	1 each	744 gallons
Evergreen Shrub	1 each	930 gallons
Deciduous Tree	1 each	1,330 gallons
Evergreen Tree	1 each	1,662 gallons
Livestock	1 each	7,300 gallons
Pasture	1,000 sq. ft.	29,645 gallons

ⁱⁱⁱ *The Water Allocation for Pasture applies only when additional water rights have been purchased from a private party and transferred to the receiving parcel by the State Engineer.*

As long as no more than 1,800 gallons per day are utilized, additional optional landscaping may be installed. The total utilization does not equal 364,896 gallons due to the fact that much less water is used during the winter months. (Refer to Optional Landscape use Table 2-A)

Additional information on the constraints placed upon the use of water and the standards employed are located within the Warm Springs Specific Plan (WSSP) are included with this document as Appendix B, Excerpted and Abridged Information from the Warm Springs Specific Plan.

Maintenance

All plant material and lawn areas shall be kept in healthy condition. Any dead plant material shall be removed and replaced within 30 days.

References

Appendix B includes an abridged excerpt from the Warm Springs Specific Plan that explains the water budget for the hydrographic basin and provides part of the rationale for stringent landscaping and irrigation requirements. The excerpt has been slightly amended from the text of the actual plan to reflect some updates and actions by the State Engineer.

Revegetation of Open Space/Drainage ways

All open space areas, other than those in agricultural use, shall be left in native material.

Areas designated as Open Space that are currently in agricultural use will allow grading. If noxious weeds are in abundance, the owner may employ a weed management plan developed by an appropriate land reclamation specialist. As development occurs and agricultural practices are abandoned, it will be the property owner's responsibility to ensure that these areas will be over-seeded with a native grass mixture as described in Table 3, page 14. A gradual transition of plant material is desired.

The soils and precipitation in Warm Springs Valley greatly reduce plant species available for revegetation. The species selected will survive with no supplemental irrigation water being applied after establishment. After two years there will not be any temporary water to the revegetation. The revegetation seed mix should be tied to the agricultural soils and modified as recommended by the seed company.

Indian Ricegrass must be drill seeded at 3-4 inches below the surface. Pubescent Wheatgrass and Globe Mallow should be drill seeded to a depth of one-half inch below the surface. Kochia and Winterfat should be hydro seeded.

Basin Wildrye (*elymus cinereus*) should be substituted for ricegrass in clay soil areas. Wildrye is not adapted to shallow soils and placement should be monitored. The seed should be drill seeded no deeper than 1/2 inch below the surface. Wildrye will require more supplemental irrigation water than ricegrass during the first year, but once established will survive with no additional water.

Seeding should be completed during late fall. This will assure seed is placed ready to germinate when soil moisture and temperature conditions are ideal the following spring. Temporary above ground irrigation is not recommended but may be necessary in order to establish plants if seed is installed during summer months.

To improve establishment chances, seeded area should be hydro mulched at a rate of 1,000 lbs. /acre with 180 lbs. /acre of tackifier added. Supplemental irrigation water can be applied the first growing season. Irrigation should be light and infrequent. This will promote root development that will be essential once irrigation water is eliminated. Water used for this purpose must be deducted from the given available water. After the system is abandoned, the water may be relocated to other uses.

Table 3
Seed Mix for the Conversion of Agricultural Land

Common Name	Botanical Name	Amount Pure Live Seed
Scarlet Globe Mallow	<i>Sphaeralcea coccinea</i>	1 lb./acre
Indian Ricegrass	<i>Oryzopsis Hymenoides</i>	8 lbs./acre
Immigrant Forage Kochia	<i>Kochia prostrata</i>	2 lb./acre
Winterfat	<i>Eurotia lanata</i>	6 lbs./acre
Pubescent wheatgrass	<i>Elytrigia Intermedia</i>	8 lbs./acre

Irrigation

Irrigation Requirements

Each residential lot will be required to install an irrigation system with automatic controller and back flow prevention device to meet Washoe County/State health codes. The irrigation system shall include an overhead spray system for any turf areas, with uniform head to head coverage and matched sprinkler head precipitation rates. Temporary irrigation systems may be in use for two (2) seasons only. The system shall also include a drain down method for winterization. All trees, shrubs, and ground covers shall be watered with standard controllers allowing each tree, shrub, or ground cover to be watered with individual drip emitters or collectively in groups with micro sprayers.

Landscape and Irrigation Plan Submittal Requirement

Each future homeowner or builder will be required to submit landscape, grading, and irrigation plans to Homeowners Association and the Architectural Review Committee for approval as a part of the building permit application process. The plans shall be prepared by a qualified landscape industry professional, landscape contractor, or a landscape architect.

The landscape plan shall include a site base map prepared to a 1"=20' minimum scale with the house and driveway footprint, property lines, utility locations, etc. This base map must clearly show proposed landscape areas with square footage area calculations to meet the water usage requirement specified in this document. In addition to the above, the landscape plan must include:

- A plant species list keyed to plant locations on the plan. The plant list must include plant sizes and quantities;
- The amount of water calculated for established landscape;
- An indication of surface material(s) in non-landscaped areas; and
- Agricultural soils test results and proposed soils improvement/amendment methods.

The irrigation plan shall be prepared to scale on the same base map as the landscape plan. The irrigation plan must include the following:

- Point of connection to water source;
- Location, type of installation detail of back flow prevention device;
- Remote control valve location, manufacturer's name, product number, size and gallons per minute for each lateral zone;
- Irrigation main and lateral line type, size, and depth of bury;
- Sprinkler head locations, manufacturer's name, product number, nozzle size and number, radius gallons per minute and pounds per square inch (psi) operation rate;
- Drip system valve locations and sizes, lateral line type and location, emitter type, product number, and amount per plan and;
- Controller's manufacturer's name, product number, and installation location.

The grading plan shall be prepared to scale on the same base map as the landscape and irrigation plan. The grading plan must include the following:

- Limits of grading and construction.
- Dust control plan/permit measures required by Washoe County Code.
- Existing and proposed contours, including berming for energy conservation and drainage away from structures;
- Paving or surface treatment for walkways and driveways;
- Location and type of temporary fencing to protect open space and native vegetation from construction traffic; and
- Revegetation of disturbed areas, seeding quantity, and need for temporary irrigation. The revegetation seed mix should be tied to the agricultural soils test and modified as recommended by the seed company.

Maintenance

All irrigation systems shall be maintained in good operating condition. The irrigation system shall be extended to any new plant material at the time of installation.

Within twelve (12) months of completion of the main dwelling unit, each lot or parcel shall be completely landscaped with automatic irrigation systems in place and operating. All landscaping shall be maintained to harmonize with and sustain the attractiveness of the development.

Fencing

General Considerations:

All property from the building envelope to the street shall be kept free and open. Fencing will be consistent within the neighborhood for this development. Wood fencing will be treated with a light or medium brown stain that will increase wood durability. Stains should be consistent in tone on the individual properties but no one property will be required to match exactly with neighbors. Owners are required to keep fencing in good working order and have a well-maintained appearance. The type of fence will be controlled by the Architectural Review Committee.

Solid Wood or Synthetic Material (with the appearance of wood) Privacy Fence:

Privacy fence with a height of up to 6 feet, may be constructed within the building envelope as long as it is limited to the rear of the house. Such a fence may be used in the side yard for screening such features as RV storage area, satellite dishes, trash receptacles, fuel storage tanks, dog runs, or a patio. Otherwise, side yards will not be enclosed with a privacy fence. Fences should tie into a structure or other terminus point. (Refer to Privacy Fencing, page 19 under Figure 5.)

Open Ranch Style Fencing:

May be used in the side and rear yards within the building envelope, transition zone, or open space, may be used to define space and circulation areas or accent gardens and will be limited to no more than four feet in height. (Refer to Split Rail Fencing, page 19 under Figure 7) The fencing should be of a consistent height and end at some transition point such as the house. The fencing may be stained but not painted.

White Rail Synthetic Material Fencing:

This material may be used to enclose pasturelands, stable runs, corrals, and the perimeter of the property other than in the front yard area between the residence and the street. (Refer to White Rail Fencing, page 19 under Figure 6.) White rail PVC fencing may also be constructed within the designated building envelope in substitute for the Open Ranch Style Fencing. Fencing for pasture beyond the limits of the building envelope will not be permitted unless pasture is established and grasses are irrigated in accordance with Table 2A, (page 12). Under this scenario, pasture fencing may be the white PVC rail and the irrigated pasture area should adjoin the building envelope on a least two sides.

Chainlink Fence, Woven Wire, or other wire fence:

This fence material may be used for backyard pet enclosures, vegetable gardens, or swimming pools. (Specialty fences, in accordance with Washoe County Code.) The wire fencing, posts, and rails will be vinyl or plastic coated in a color to harmonize with building colors, or be a dark brown or black. No barbed wire fencing will be allowed.

Exterior Lighting.

The functional objectives in providing exterior area lighting are to illuminate areas necessary for safe and comfortable use. In certain situations, area lighting can add to the aesthetic appeal of a site by highlighting architectural features of a building or illuminating pathways and landscape plantings. In these instances, only the special features of a building or landscape should be illuminated. It should be noted that the standards and guidelines contained in this section address area lighting on individual properties, and not overhead street lighting along public and private rights-of-way.

Standards.

Exterior lights shall not blink, flash, or change intensity. String lights, building or roofline tube lighting, reflective or luminescent wall surfaces are prohibited. Exterior lighting shall not be attached to trees except for the Christmas season. Driveway, walkway, and building lights shall be directed downward. Fixture mounting height shall be as low as possible and appropriate to the purpose. Illumination for aesthetic or dramatic purposes of any building or surrounding landscape utilizing exterior light fixtures projected above the horizontal is prohibited. Seasonal lighting displays and lighting for special events which conflict with other provisions of this section may be permitted on a temporary basis.

Guidelines.

Lighting Design

Exterior lighting should be designed as an integral part of the architecture and landscape and should be located in a manner that minimizes the impact of lighting upon adjacent structures and properties.

Lighting Levels

Avoid consistent overall lighting and overly bright lighting. The location of lighting should respond to the anticipated use and should not exceed the amount of light actually required by users. Lighting for pedestrian movement should illuminate entrances, changes in grade, path intersections, and other areas along paths, which if left unlit, would cause the user to feel insecure. Lighting suppliers and manufacturers have lighting design handbooks that can be consulted to determine fixture types, illumination needs, and light standard heights.

Fixture Design

Exterior lighting fixtures should be simple in design and should be well integrated with other architectural site features.

Structural Lighting

Night lighting of building exteriors should be done in a selective fashion: highlight special recognizable features; keynote repeated features; or use the play of light and shadow to articulate the facade. The purpose of illuminating the building should be to add visual interest and support building identification. Harsh overall lighting of a facade tends to flatten features and diminish visual interest.

Lighting Height

As a rule, the light source should be kept as low to the ground as possible while ensuring safe and functional levels of illumination. Area lighting should be directed downward with no splay of lighting directed off-site. The height of light fixtures or standards must meet Washoe County standards. Lighting should be directed downward in order to avoid sky lighting. Any light source over 10 feet height must incorporate a cutoff shield to prevent the light source from being directly visible from areas off-site. The height of luminaries should be in scale with the setting.

Permitted Land Uses.

High Density Rural

Minimum Lot size 2.5 acres.

Construction of Extension of Grass Valley Road.

Grass Valley Road will be constructed to Palomino Valley General Improvement District standards, for their consideration for acceptance and maintenance.

Figure 5
Privacy Fencing
Example only for home owner review

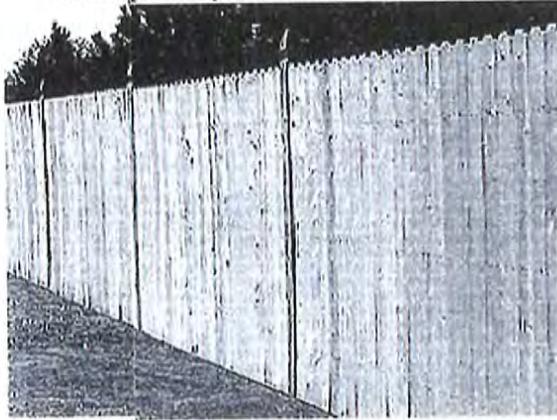


Figure 6
White Rail Fencing
Example only for home owner review

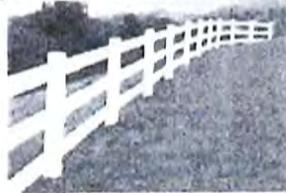


Figure 7
Split Rail Fencing
Example only for home owner review



Figure 8a
Conceptual "Western Ranch" Theme Home
(Conceptual only for home owner review)

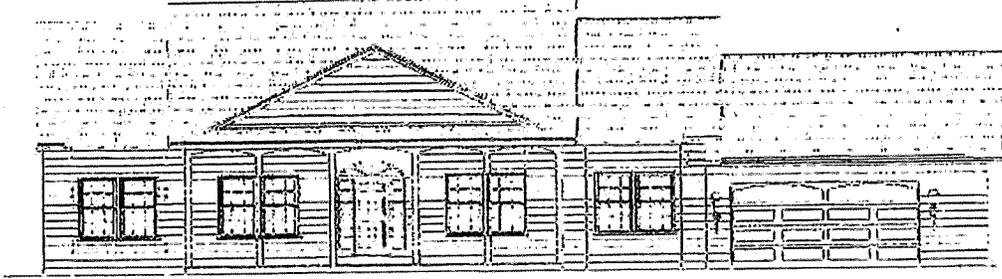
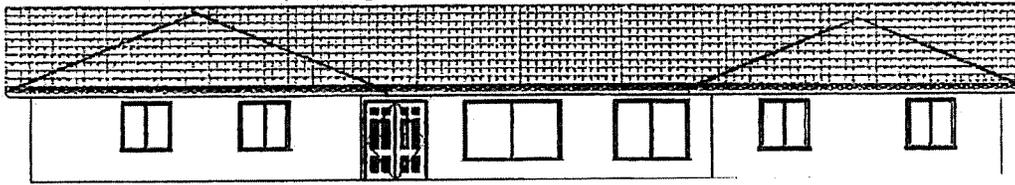


Figure 8b
Conceptual "Western Ranch" Theme Home
(Conceptual only for home owner review)



APPENDIX A

Suggested Tree List

Common Name	Botanical Name
Russian Olive	<i>Elaeagnus angustifolia</i>
Cherry Plum	<i>P. cerasifera</i>
Globe Norway Maple	<i>Acer platanoides</i> *Globosum'
Arizona Cypress	<i>Cupressus glabra</i> (<i>C. arizonica</i>)
European Mountain Ash	<i>Sorbus aucuparia</i>
Ponderosa Pine	<i>Pinus ponderosa</i>
List compiled from Fact Sheet	88-73, University of Nevada-Reno, College of Agriculture

Suggested Shrub/Groundcover

Common Name	Botanical Name
Silver Mound	<i>Artemisia stellerana</i>
Creeping Cotoneaster	<i>Cotoneaster adpressus</i>
Winged Euonymus	<i>Euonymus alata</i>
Oregon grape holly	<i>Mahonia aquifolium</i>
Snowberry	<i>Symphoricarpos albus</i>
Adams Needle Yucca	<i>Yucca filamentosa</i>
List compiled from Fact Sheet	89-05, University of Nevada Reno, College of Agriculture

APPENDIX B

EXCERPTED AND ABRIDGED INFORMATION FROM THE WARM SPRINGS SPECIFIC PLAN

WATER BUDGET

INTRODUCTION

The Specific Plan Area (SPA) is within the Warm Springs Valley Hydrologic Basin No. 84, The average annual precipitation in the basin is estimated to be 9.76 inches. There are no perennial streams in the SPA, but intermittent external drainage to Pyramid Lake does exist. The Nevada State Engineer has designated the Warm Springs Valley Basin as an area requiring additional water resource supervision. Various reconnaissance level studies have been conducted to estimate the potential amount of groundwater resources in the basin.

In general, an estimate of the available water resource and the current consumption patterns will be used to identify the total number of residential dwelling units and commercial or quasi-public uses that can be served from the available supply. Land areas have been identified based on the maximum number of residential dwelling units and desired development densities achievable based on the water available to the SPA and the location of existing water rights. The total number of acres assigned to each land use category, with appropriate allowance factors, will provide an adequate base to develop the projected number of residential units at buildout

It is important to recognize that new techniques are being developed to improve in the prediction of safe groundwater yields. The estimates used in this plan will probably be superseded with new information resulting in the need for refined land use allocations. This water budget, therefore, is a useful tool for generating a plan for the Warm Springs SPA, but it should not be considered as the final water budget for the basin.

Specific Plan 3,000 ACRE FEET PERENNIAL YIELD

The position of the State Engineer is that only the Water Resources Reconnaissance Series Report No. 43 can be used to establish the perennial yield for the basin. This report specifies 3,000 acre-feet as the perennial yield. The perennial yield is the amount of water that is naturally replenished when a long-term average is considered.

The following table, Table A-4, establishes the water allocation for the SPA when 3,000 acre-feet is used as the planning perennial yield. The table summarizes the Warm Springs Area Plan Water Budget, and details the allocation remaining for the SPA.

Table A-4
WARM SPRINGS SPA AT 3,000 AFY PERENNIAL YIELD

Residential Development Potential	Number of Units	Quantity /AFY
Equivalent Dwelling Units		
Existing Parcels @ 1.12 AFY	78	87
New Units @ 1.12 AFY at 75%	<u>1,120</u>	<u>1,254</u>
Total Equivalent	1,198	1,341
New SPA Parcels		1,254
Parcels @ 1.12 AFY at 75%	179	200
Parcels @ 0.70 AFY at 75%	<u>1,505</u>	<u>1,053</u>
Total Potential Parcels	1,684	

Residential

According to the current Warm Springs Area Plan, the subdivision of parcels creating new residential lots on individual domestic wells will require the dedication of 2.5 acre-feet/year (AFY) of water rights to Washoe County. The residential section of the budget is based on allocating water available per residential lot on an individual well at 1.12 acre-feet/year. This number is based on a mandatory water conservation program with low water demand vegetation landscaping and low demand water fixtures in the "Warm Springs Area Plan" of the Washoe County Comprehensive Plan dated December 3, 1991, page 5B, paragraph 2 and Action Program WS.4.6.1

The water use calculation is based on the following water consumption elements:

1. Domestic Use

- a. The average per capita domestic water use (not including irrigation), is 77 gallons/person/day. This is based on a non-conserving household. A conserving household using water conservation fixtures will reduce the domestic per capita water use to 60 gpd. Using current technology, ultra low flow fixtures could reduce domestic per capita water consumption to 52 gpd. (Source: "Residential Water Conservation Project, Summary Report" by Brown and Caldwell, June 1984.)
- b. The average household size is projected to be 2.5 persons.
 $77 \text{ gallons/day} \times 365 \text{ days} \times 2.5 \text{ people} =$
 $70,262.5 \text{ gallons/house/year} =$
 $0.216 \text{ AF/house/year}$
- c. A monitoring system will be required to determine actual use and mandate design and allocation changes based on actual use. The monitoring system should include tensiometers on trees/shrubs at sample facility.

2. Landscape Irrigation Use

- a. Lawn Watering

The watering requirements for the Warm Springs area are determined as follows:
Water 0.5" twice per week for 16 weeks; water 0.75" twice per week for 12 weeks during the summer months. For a 100 square foot lawn area, we used the following calculation:

$$\begin{aligned} (-5 \times 2 \times 16 \times .62^* &= 9.92 \times 100) = && 992 \text{ gallons} \\ (.75 \times 2 \times 12 \times .62^* &= 11.16 \times 100) = && \underline{1,116 \text{ gallons}} \\ &&& 2,108 \text{ gallons} \end{aligned}$$

(*1" of water applied to one square foot surface area = .62 gallons)

b. Trees and Shrubs

The shrub and tree water consumption budget figures were determined using the following method:

The bermed saucer watering area of a mature tree was determined to be 4' diameter (3 for mature shrubs). The area of a 4' diameter saucer equals 12.5 square feet (7 sq. ft. for shrubs). The square footage area was multiplied by two feet to represent the preferred depth of watering to promote deep rooting and resistance to adverse conditions. This number represents cubic foot volume of soil to be watered which is multiplied by the water holding capacity of the soil (1.33 gallons per cubic foot of clay loam soil, Source: "Effectively Irrigating Landscape Trees" by Janet Hartin). The resulting number of gallons represents the amount of water to be applied per watering:

$$\begin{aligned} \text{mature tree (12.5 s.f.} \times 2 \times 1.33 \text{ gallons} &= 33.25 \text{ gallons)} \\ \text{shrub (7.0 s.f.} \times 2 \times 1.33 \text{ gallons} &= 18.60 \text{ gallons)} \end{aligned}$$

The watering frequency was determined as follows:

For an evergreen tree or shrubs, water twice per week for the 12 week summer season, once per week for the remaining 16 weeks of the growth season and twice per month for the additional five months of the year.

$$\text{evergreen trees and shrubs (2} \times 12) + (1 \times 16) + (2 \times 5) = 50 \text{ waterings}$$

For a deciduous tree or shrubs water twice per week for the 12 week hot summer season and once per week for the remaining 16 weeks of the growth season. No additional water is required for the winter months.

$$\text{deciduous trees and shrubs (2} \times 12) + (1 \times 16) = 40 \text{ waterings}$$

The per tree water consumption budget figures are then derived by multiplying the amount of water per application times the watering frequency =

$$\begin{aligned} \text{evergreen tree} & 33.25 \text{ gallons} \times 50 \text{ waterings} = 1,662 \text{ gallons} \\ \text{evergreen shrub} & 18.60 \text{ gallons} \times 50 \text{ waterings} = 930 \text{ gallons} \\ \text{deciduous tree} & 33.25 \text{ gallons} \times 40 \text{ waterings} = 1,330 \text{ gallons} \\ \text{deciduous shrub} & 18.60 \text{ gallons} \times 40 \text{ waterings} = 744 \text{ gallons} \end{aligned}$$

We have averaged the yearly water consumption of mature deciduous and evergreen trees to determine the budget amount per tree in our figures (1,496 gallons). The average yearly water consumption of mature deciduous and evergreen shrubs equals 837 gallons.

c. The intent of the plan is to mandate compliance the per lot water allocation while at the same time providing alternatives to permit variety in individual landscape designs. The following chart provides a list of optional water use estimates that can be used in any combination on any lot provided the water allocation per lot is not exceeded.

Table A
OPTIONAL LANDSCAPE USES - WATER CONSUMPTION

Item	Quantity	Yearly Water Use
Turf	100 sq. ft	2,108 gallons
Vegetable / Flower Garden	100 sq. ft.	1,612 gallons (based on 16 wee. watering season)
Deciduous Shrub	1 each	744 gallons
Evergreen Shrub	1 each	930 gallons
Deciduous Tree	1 each	1,330 gallons
Evergreen Tree	1 each	1,662 gallons

3. Animal Use

Livestock uses an average of 20 gallons of water per day:

$$20 \times 365 = 7,300 \text{ gallons/animal/year}$$

Per Policy WS.3.1.A, uses such as pastures, require dedication of water rights in addition to domestic rights.

4. Residential Water Use

Residential water usage figures by average lot size are listed utilizing the following water demand figures.

Lawn: The water requirement for lawn areas is as follows:

Water 0.5" twice per week for 16 weeks and water .75" twice per week for 12 weeks during summer months

$$\begin{aligned} (.50 \times 2 \times 16 \times .62^* &= 9.92 \text{ x sq. ft.}) = && \text{gallons per 16 weeks} \\ (.75 \times 2 \times 12 \times .62^* &= 11.16 \text{ x sq. ft.}) = && \text{gallons per 12 weeks} \\ &&& \text{gallons total per season} \end{aligned}$$

(* 1" of water applied to one square foot surface area = .62 gallons)

Tree: Number trees X 1,496 = gallons per season

1,496 = an average of deciduous and evergreen trees from Table A-8

Domestic Use: Average household gallons per day based on 2.5 persons per household.

a. 2 acre and larger - 1.12 acre feet/year = 364,930 gallons

The recommended limit of lawn area for the 2 – 2 ½ acre or larger lots is 4,000 square feet.

$$\begin{aligned} 9.92 \times 4,000 &= 39,680 \text{ gallons} \\ 11.16 \times 4,000 &= \underline{44,640 \text{ gallons}} \\ &= 84,320 \text{ gallons} \end{aligned}$$

The plan requires five trees per lot:

5x 1,496 = 7,480 gallons
 Domestic use = 70,260 gallons
 162,060 gallons
 364,930 gallons
-162,060 gallons
 202,870 gallons

Optional uses: This leaves 202,870 gallons for selection of optional landscape elements (see Table A for landscaping usage figures).

Table B
RESIDENTIAL WATER USAGE - GALLONS

Lot Size	Water Allocation	Domestic Use	Required Trees	Required Turf	Total	Residual/Optional Usage
2 acre & larger	1.12 AFY 364,930 Gals.	70,260	7,480	84,320	162,060	202,870

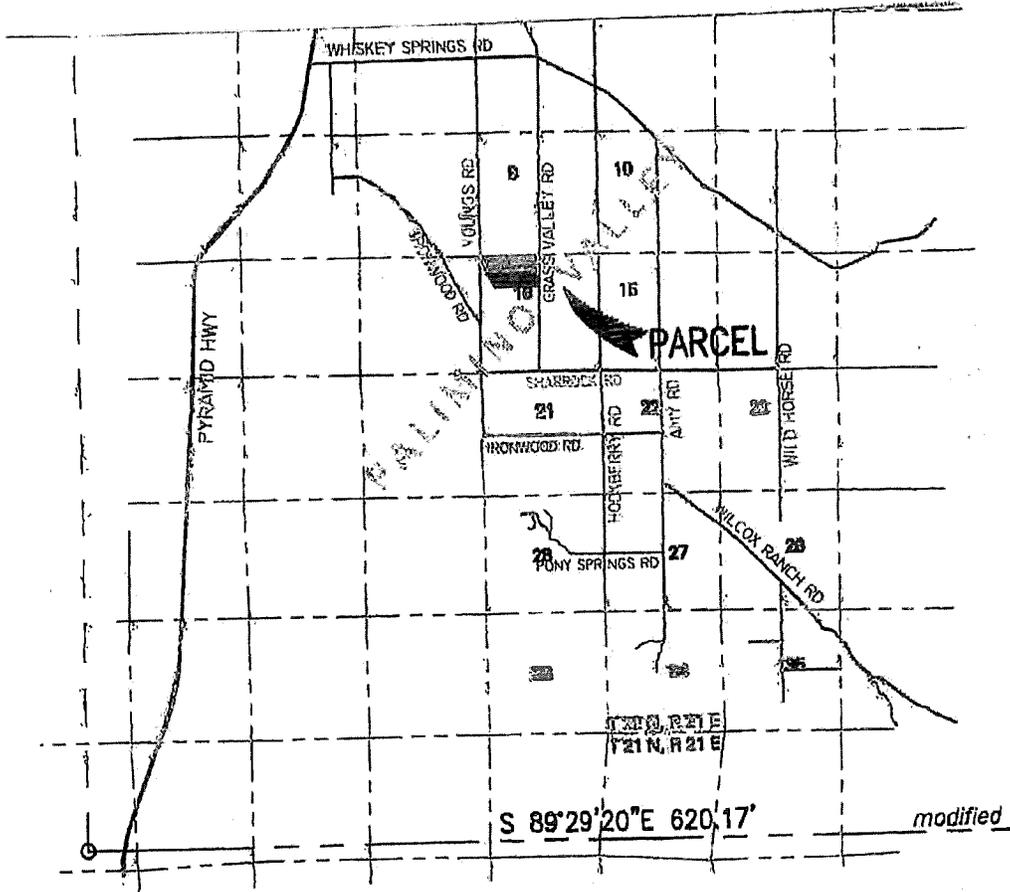
5. Irrigation Requirements

Each residential lot will be required to install an irrigation system with automatic controller and backflow prevention device to meet Washoe County/State health codes. The irrigation system shall include an overhead spray system for any turf areas, with uniform head to head coverage and matched sprinkler head precipitation rates. The system shall also include a drain down method for winterization.

All trees, shrubs, and groundcovers shall be watered a drip system with a separate control clock or a dual program controller. Each tree, shrub, or groundcover shall be watered with individual drip emitters or collectively in groups with micro sprayers.

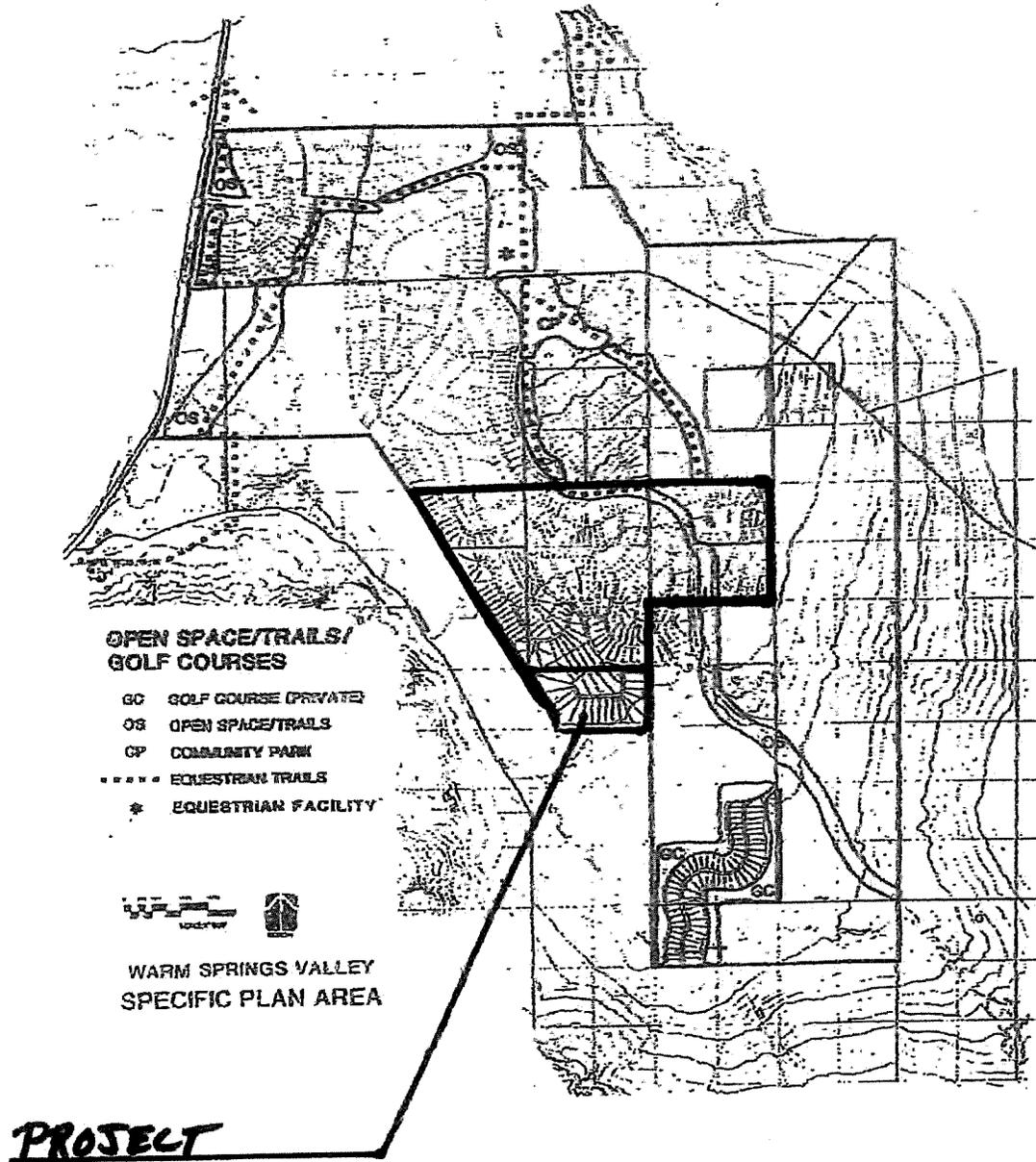
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APPENPIX C

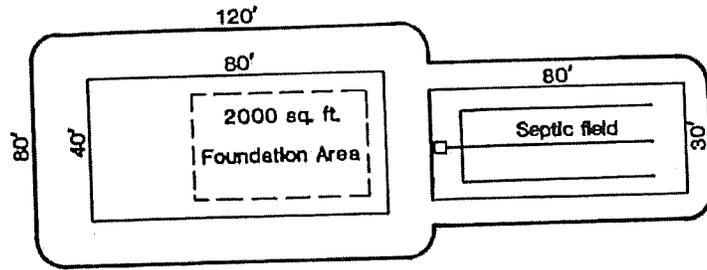
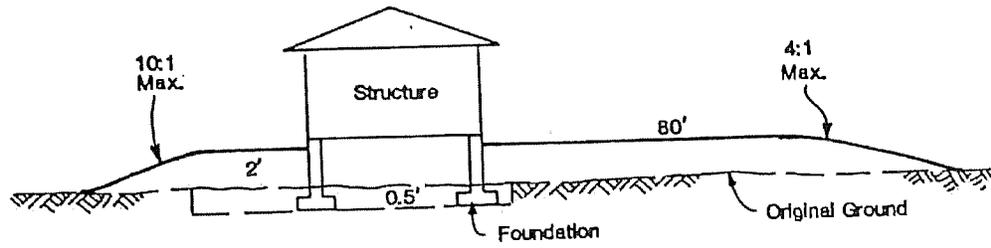


APPENDIX D

Plate 9
OPEN SPACE/TRAILS/GOLF COURSES



APPENDIX E



SCALE: 1"=50' APPROX.

LARGE LOT FLOOD PROTECTION

Exhibit D

CCR's/Road Maintenance Agreement

WHEN RECORDED RETURN TO:

LW Land Company LLC
695 Mile Circle Drive
Reno, NV 89511

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PALOMINO RANCH ESTATES

This declaration made this _____ day of _____
2017 by LW Land Company LLC, a
Nevada Limited Liability Company, hereafter
referred to as 'DECLARANT'.

WHEREAS, DECLARANT is the owner of that certain real property located in the County of Washoe evidenced by the certain official subdivision map recorded in the office of the County Recorder of the County of Washoe, State of Nevada, on, in Book _____ of Subdivision Maps, at Page _____, and more particularly described as Palomino Ranch Estates and

WHEREAS, DECLARANT desires to impose upon said lots mutual and beneficial covenants, conditions and restrictions under a plan of improvement for the benefit of all owners and future owners thereof.

NOW THEREFORE, DECLARANT hereby declares that said lots, numbered _____ through _____ inclusive, are held and shall be held, conveyed, hypothecated, used, improved and occupied subject to the following covenants, conditions, restrictions, easements and agreements which are imposed pursuant to a common plan and are intended to create equitable servitudes designed to preserve the quality of said land for the benefit of the various owners thereof, their heirs, successors in interest and assigns. To wit:

RESTRICTIVE PROVISIONS

1. Use and Improvements

No buildings, other than one detached single-family private dwelling, private garage for the use of the occupants of such dwelling and a barn or other usual and appropriate outbuildings strictly incident and appurtenant to a private dwelling, shall be erected or maintained on any lots, except that a guest house may be permitted subject to County requirements. No use whatsoever, except in connection with its use and improvement as a site and grounds of a private dwelling as above set forth shall be made of any lot or plot therein and furthermore, no driveway, road, right of way, or any easements for public or private use shall be granted for any reason whatsoever, across or through any lot to any other piece of property without complying fully with County requirements.

2. Temporary Dwellings, Outbuildings and Accessory Outbuildings

No trailers, except temporary contractors' trailers used in connection with construction and not provided for dwelling accommodations, tents, garage or other outbuildings shall be used as a temporary or permanent residence, nor shall any residential structure be moved on to the tract from some other location, nor shall "used" lumber be utilized in the construction of any building, whether it be of temporary or permanent nature, unless approved prior to use by an architectural control committee. No accessory outbuildings shall be erected on any lot prior to the erection of a dwelling thereon. In no event shall any such accessory outbuilding, partially-completed or temporary structure ever be used for human occupancy or habitation.

3. Minimum Building Requirements

The construction of all dwellings on all lots, regardless of size of dwelling, must conform to F. H. A. or better specifications.

On all lots, no dwelling shall be erected or permitted to remain thereon having a ground floor area, exclusive of open porches and garages, of less than 1,500 square feet for a one-story building, or 750 square feet for a two-story building, with the total size no less than 1,500 square feet.

4. Building Setback Requirements

On lots 10,000 square feet or smaller, building setbacks will vary, providing a more rural atmosphere in the streetscape. No building or projection thereof shall be located nearer than 20 feet to any street or driveway access easement.

No building shall be located nearer than 25 feet to any rear lot line. All lots larger than 10,000 square feet will have an established building envelope with a minimum setback of 30 feet. Buildings may be located anywhere within the envelope; however, all buildings, structures or storage of any type, will be confined to this area on each lot. The size and shape of envelope may vary from lot to lot. The envelopes depth and setback will be related to overall lot size. These established setback lines notwithstanding, no structure shall be located nearer than 100 feet from any perennial stream. Areas within 100 feet of said perennial streams shall be maintained in their natural state. In accordance with fish and game codes, the Department of Fish and Game must be notified at least 30 days prior to any activity that alters a stream. Stream crossings and culvert installations are subject to this code section.

5. Heating and Fireplaces

The use of efficient, non-polluting heating systems shall be encouraged within the SPA Primary heating sources for residences

shall be standard conventional electric or propane gas systems distributing heat through ducts within the home. Applicants who prefer stoves as the major heat source in the home will be encouraged to use pellet stoves. Approved pellet stoves will be accepted as a major heat source within the residence. Wood-burning stoves and fireplace inserts are prohibited as a major heat source. Applicants with standard conventional electric or propane heating systems designed for use as the major heat source within the residence will be allowed the installation of one wood stove as a secondary backup heat system, provided the wood stove meets the new County clean-burning, low-pollution standards. Open fireplaces are prohibited except for gas burning fireplaces which have false logs and are used purely for aesthetic purposes and are not considered a heat source within the residence.

6. Architecture

All buildings must incorporate a "western ranch" theme or identity architecturally, in a manner that is complementary and compatible with the plan area and its surroundings. No mobile homes are allowed except for construction purposes within the SPA. To enhance the development and maintain its rural character, buildings and structures shall adhere to the following guidelines:

- a. Exterior Walls and Trim. Wood, brick, stucco, or stone material finishes are required for all exterior walls. Siding must run one consistent direction on all exterior walls. Exterior colors must be earth tone and harmonize with the surrounding landscape. No true primary or secondary colors are allowed, nor any gloss or semi-gloss finishes. All reflective metal such as chimney stacks, flashings, exhaust vents and pipes, must be painted to match or blend with surrounding materials. All draperies

and window coverings should also be of materials and colors which harmonize with the surroundings. Aluminum windows, door frames, solar panels, and skylights must be bronzed or anodized. Steel windows and door frames must be painted to match or blend with surrounding materials.

- b. Animals. On lots greater than one acre, horses or 4-H animals, limited to cattle or sheep, will be allowed provided they are not adjacent to the center spine road, village center, community facilities center, or school sites. No lot shall have more than two such animals. All other lots may have the usual household pets provided they are not kept for commercial purposes and are kept reasonably confined so as not to become a nuisance. Horses, animals, and household pets shall not unreasonably interfere with the comfort, privacy, or safety or other properties. No lot shall have more than four household pets.

If horses/4-H animals are to be allowed in an area, that area shall be designated on tentative and final maps for those uses, and water rights dedicated to provide irrigated pasture in areas where the animals must be kept when not stabled.

- c. Roofs. Roofs must be constructed of fire-retardant materials.

The use of standard wooden shakes or shingles will be prohibited. Roofing materials shall be restricted to tile, asphalt, fiberglass, fire-retardant treated shakes, or any new fire-retardant roofing materials in use which have pleasing aesthetic values. Roofing materials shall be of a color that harmonizes

with the surrounding area and color scheme of the structure. Flat roofs will be discouraged.

- d. Mailboxes. Architectural structures of natural materials and natural colors shall be provided for grouped neighborhood mailboxes. The grouped neighborhood boxes of 15 or less per site shall be placed at neighborhood entry points, with adequate access from main roadways.
- e. Garbage and Refuse Disposal. There shall be no burning of trash, garbage or other like household refuse, nor shall any property owner accumulate on their lot junked or unsightly vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.
- f. Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel storage tanks and every receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street, lot, parcel, or open space in the SPA, except at the times when refuse collections are made.
- g. Travel Trailers, Motor Homes and Boat Storage. Travel trailers, motor homes (R.V.), or boats and trailers shall be stored within the building envelope and screened from any street, lot, parcel, or open space area by screen fences. If stored in side yards, the minimum side yard shall be 12 feet.
- h. Nuisances. No noxious or offensive activities, odors, or nuisances shall be permitted on any lot or parcel in the development. No refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, or construction materials not for immediate use shall be permitted on any lot or portion thereof. It is incumbent

upon all property owners to maintain their lots and yards in a neat, orderly and well-groomed manner, whether said lots are vacant or improved.

i. Completion of Construction. Construction of any improvement, once commenced, shall be pursued diligently to completion. Improvements not so completed or upon which construction has ceased for 90 consecutive days, or which have been partially or totally destroyed and not rebuilt within a reasonable period, shall be deemed nuisances. The County may remove any such nuisance or repair or complete the same at cost to the owner provided the owner has not commenced required work within 30 days from posting a notice to commence such work upon the property. Such notice shall state the steps to be taken to eliminate the nuisance.

j. Clothes Lines. No clothes lines shall be constructed or erected which would be visible from any street, other lot, or open space.

k. Garage. Every single-family dwelling unit constructed within the SPA shall have on the same lot or parcel enough covered and completely enclosed automobile storage space for at least two automobiles. On one-acre or large lots, garage doors shall be encouraged to face side yards away from streets.

7. Landscaping

Landscape design should fit the particular use and blend with the natural environment. The lot concept limits the area in which a home owner may provide landscaping. The plant material must be selected from a predetermined list incorporated in this plan. The plant selection includes only drought tolerant and low water demand material. These factors contribute to a decreased average annual

residential demand that is mandatory for implementation of this plan.

A specified number of trees are required in the front yard setback and transition zone to provide a "sense of place". Plant material selected from the incorporated list, per neighborhood, should be kept similar to strengthen neighborhood unity and identity.

Selection of materials should contain a mixture of plants with fast, medium, and slow growth rates and a variety of sizes should be planted to provide a more natural appearance.

The use of plants around dwelling units to reduce heating and cooling needs is encouraged. Evergreens along the north and west act as a windbreak to deflect winter winds. Deciduous trees planted on the south around the perimeter of the unit are encouraged to provide summer shade while allowing winter sun. Creation of earth berms to the windward side can also reduce heat loss.

Drainageways should be lined with native wildflowers, grasses, shrubs, and rocks and boulders to slow velocities. They will be graded to resemble a natural drainage swale and incorporated in the overall design. Irrigation of plant material will utilize drip irrigation and other water conservation features as practical. The use of plumbed gray water storage systems will be investigated with the Health Department.

Within nine months of completion of the main dwelling unit, each lot or parcel shall be completely landscaped consistent with the landscape design guidelines and water budget incorporated in this plan. All landscaping shall be maintained to harmonize with and sustain the attractiveness of the development.

8. Fencing

All property lines from single-family dwelling units to the street shall be kept free and open.

A solid privacy fence may be constructed within the building envelope and limited to the rear of the house. Side yards will not be enclosed with a privacy fence in lots larger than 10,000 square feet. Fences shall be constructed of wood or masonry material and no fence will be over six feet in height. Developers will establish a typical privacy fence per neighborhood to promote neighborhood unity.

The transition zone and side yard may be fenced with open ranch style fencing. Fencing will be consistent within all neighborhoods. There shall be no chain link, woven wire or any type of wire fence within the development except for back yard pet enclosures and swimming pools.

9. Public Street and Monument Signs

On public streets the style of signage will be unique to the SPA. It will be uniform in style throughout the area. Subdivision entry signage shall be limited to monument signs of native materials and in conformance with design guidelines set forth in the commercial section of the plan.

10. Exterior Lighting

The functional objectives in providing exterior area lighting are to illuminate areas necessary for safe and comfortable use. In certain situations, area lighting can add to the aesthetic appeal of a site by highlighting architectural features of a building or illuminating pathways and landscape plantings. In these instances, only the special features of a building or landscape should be illuminated. It should be noted that the standards and guidelines contained in this section address area lighting on individual

properties, and not overhead street lighting along public and private rights-of-way.

On public streets, the style of lighting standard will be unique to the SPA. It will be decorative and uniform in style and intensity throughout the area. Lighting shall be directed downward with no splay of lighting directed outward.

a. Standards.

i. Exterior lights shall not blink, flash or change intensity. String lights, building or roofline tube lighting, reflective or luminescent wall surfaces are prohibited.

ii. Exterior lighting shall not be attached to trees except for the Christmas season.

iii. Driveway, walkway, and building lights shall be directed downward.

iv. Fixture mounting height shall be appropriate to the purpose.

v. Illumination for aesthetic or dramatic purposes of any building or surrounding landscape utilizing exterior light fixtures projected above the horizontal is prohibited.

vi. Seasonal lighting displays and lighting for special events which conflict with other provisions of this section may be permitted on a temporary basis.

b. Guidelines.

i. Lighting Design. Exterior lighting should be designed as an integral part of the architecture and

landscape and located in a manner that minimizes the impact of lighting upon adjacent structures and properties.

ii. Lighting Levels. Avoid consistent overall lighting and overly bright lighting. The location of lighting should respond to the anticipated use and should not exceed the amount of light actually required by users. Lighting for pedestrian movement should illuminate entrances, changes in grade, path intersections, and other areas along paths which, if left unlit, would cause the user to feel insecure. Lighting suppliers and manufacturers have lighting design handbooks which can be consulted to determine fixture types, illumination needs and light standard heights.

iii. Fixture Design. Exterior lighting fixtures should be simple in design and should be well-integrated with other architectural site features.

iv. Structural Lighting. Night lighting of building exteriors should be done in a selective fashion: highlight special recognizable features; keynote repeated features; or use the play of light and shadow to articulate the facade. The purpose of illuminating the building should be to add visual interest and support building identification. Harsh overall lighting of a facade tends to flatten features and diminish visual interest.

v. Lighting Height. As a rule, the light source should be kept as low to the ground as possible while ensuring safe and functional levels of illumination. Area lighting should be directed downward with no splay of lighting directed offsite. The height of light fixtures or standards must meet the County standards. Direct light downward in order to avoid sky lighting. Any light source over 10 feet high should incorporate a cut-off shield to prevent the light source from being directly visible from areas offsite. The height of luminaries should be in scale with the setting and generally should not exceed 10-12 feet.

11. Utilities

All utilities shall be underground on lots less than one acre. Undergrounding shall be encouraged for lots from one to two and a half acres and overhead on lots larger than two and a half acres. All individual services to each unit for all lot sizes shall be undergrounded from the neighborhood service line.

12. Prohibition Against Used Structures

No used buildings or structures, intended for use as a dwelling, shall be placed on any lot.

13. Ditches and Swales.

Each owner shall keep drainage ditches and swales located on his lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his lot as may reasonably be required for proper drainage.

14. Resubdivision or Joinder Lots

No lot shall be further subdivided, unless permitted by the SPA Plan and regulatory zoning category applicable.

15. Drilling and Mining

No drilling, refining, quarrying, or mining operation of any kind shall be permitted on any lot.

16. Television or Radio Antennae and Towers

No television or radio antennae or tower shall be erected or used outdoors, whether attached to a building or structure, or otherwise. The placement of satellite discs shall be screened from view from any adjacent parcels, streets, or open space by locating in rear yards behind screened fences at a minimum. At such time as a community antenna television (CATV) system may be installed to service the development, each lot owner shall pay his proportionate share of standby, installation or service charges made pursuant to the franchise governing such system. This is provided, however, that such charges shall be comparable to those of similar installations in the CATV industry.

17. Failure to Enforce.

The various restrictive measures and provision of this declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in said subdivision and failure by DECLARANT or any other person or persons entitled so to do shall not serve to create any liability or responsibility to DECLARANT for its alleged failure to act. Failure to enforce any measure or provision upon violation thereof shall not stop nor prevent enforcement thereafter or be deemed a waiver of the right so to do.

18. Severability

The various measures and provisions of this declaration are declared to be severable, and the invalidity of one measure or provision shall not affect any other measure or provision.

19. Subordination to Mortgages and Deeds of Trust

Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for

value, but title to any property is subject to this declaration obtained through the sale or satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the restrictions and provisions hereof.

20. Enforcement and Remedy

Each grantee of a conveyance or purchaser under a contract or agreement of sale by accepting a deed or contract of sale or agreement of purchase accepts the same subject to all of other covenants, restrictions, easements and agreements set forth in this declaration and agrees to be bound by the same.

Damages for any breach of the terms, restrictions and provisions of this declaration are hereby declared not to be adequate compensation, but such breach and/or the continuation thereof may be enjoined or abated by appropriate proceedings by the DECLARANT, or by an owner or owners of any other lot or lots in said subdivision. Court costs and attorney fees shall be awarded the prevailing parties of any legal action as deemed appropriate and awarded by the court.

21. Terms of Restrictions

These covenants, restrictions and agreements shall run with the land and shall continue in full force and effect until _____ at which time the same shall be automatically extended for successive periods of five years unless by a duly executed and recorded statement of the then owners of 75% or more of the lots in said subdivision elect to terminate or amend these restrictions in whole or in part. Said declarations of restrictions can be amended or modified at any time when 75% of the owners election to do so, provided however; that said amendment or modification is in compliance with the provisions of the Washoe County Code.

Note:

The following two items will be applicable in the event of an active architectural control committee.

22. Maintenance of Lots

All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the architectural control committee shall have the right, through its agents and employees, to do so, the cost of which shall be borne by the owner. Neither the architectural control committee, nor its agents, employees or contractors, nor the DECLARANT, nor its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work as performed.

23. Real Estate Signs

Professionally prepared signs of customary and reasonable dimension may be displayed on any lot advertising it, together with any improvements located thereon, for sale or lease. All other signs, bill boards, or advertising structures of any kind are prohibited except upon application to and written permission from the architectural control committee.

Note:

The following is an example of the architectural control committee section of the C. C. & Rs. Not all development projects within the plan area will be required to have an architectural control committee. In the event a project does not have an architectural control committee, then applicants will be required to submit an application to the citizen advisory board with definitive design, materials and color combinations for their review and recommendation prior to submittal to the County of Washoe.

24. Architectural Control Committee

- a. General Powers. All improvements constructed or placed on any lot must first have the approval of the committee as

evidenced by the signatures of at least two of the members affixed to the plans submitted. Two sets of plans and specifications shall be submitted to the committee, which plans shall show the location of all improvements, if any, easting upon said lot, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the committee may require, including soil, engineering and geologic reports and recommendations.

b. Committee Membership. The committee shall be composed of three members, to be appointed by DECLARANT, at least one of whom shall be a representative of DECLARANT. Committee member shall be subject to removal by DECLARANT and any vacancies from time to time existing shall be filled by appointment by DECLARANT, or in the event of DECLARANTS failure to do so within two months after any such vacancy, the then majority of the lot owners. The power to appoint or remove Committee members shall be transferred permanently to the lot owners upon:

i. A lapse of 18 months between the filing of the final map of the development, provided that 90% of the aggregate number of lots of the development have been sold by the DECLARANT; or

ii. A lapse of three years from the date of Final Subdivision Public Report of the Nevada Department of Real Estate.

c. Grounds for Disapproval. The committee may disapprove any plan of development:

i. Because of the reasonable dissatisfaction of the committee with grading plans, location of the proposed improvement on a lot, finished ground elevation, color scheme, finish, design, proportions, architecture,

shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or

ii. If, in the judgment of a majority of the committee reasonably exercised, the proposed improvement will be inharmonious with the development, or with the improvements erected on other lots.

d. Rules and Regulations. The committee may, from time to time, adopt written rules and regulations of general application governing its procedures which may include, among other things, required number of copies of plans and specifications: provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove.

e. Variances. The committee may grant reasonable variances or adjustments from the provisions of this declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other lots.

f. Certification of Compliance. At any time prior to completion of construction of an improvement, the committee may require a certification, upon such form as it shall furnish, from the contractor, owner, or a licensed surveyor, that such improvement does not violate any setback rule, ordinance or statute, nor encroach upon any easement or right-of-way of record.

g. Administrative Fees. As a means of defraying its expense, the committee may institute and require a reasonable filing fee to accompany the submission of plans and specifications, to be not more than one-fourth of 1% of the estimated cost of

the proposed improvement, subject to a minimum fee of \$75.00.
No additional fee shall be required for resubmittal.

h. Liability. Notwithstanding the approval by the committee of plans and specification of its inspection of the work in progress, neither it, DECLARANT, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

All covenants, conditions and restrictions herein contained which are required by the County of Washoe may also be enforced by the County of Washoe.

Palomino Ranch Estates

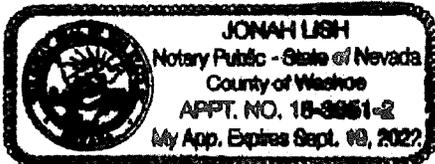
By: Brian D. Murphy L W LANDS LLC
MANAGER.

[Notary]

State of Nevada
County of Washoe
Signed and sworn to (or affirmed) before me on
11/15/18 (date) by Brian Dale Murphy
(name(s) of person(s) making statement)

(Notary Stamp)

Jonah Lish
(Signature of notarial officer)



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PRIVATE ROAD EASEMENT/MAINTENANCE AGREEMENT

Palomino Ranch Estates, Reno Nevada 89510
Washoe County, Nevada

The conditions, terms and covenants expressed in this document shall run with each parcel served by, Palomino Ranch Estates private roads, and shall bind current and successor owners.

1. EASEMENT PURPOSES

The undersigned acknowledge the purposes of the easement on Palomino Ranch Estates private roads are: (a) to provide maintenance of private roads, (b) to provide for ingress and egress to all properties listed in Exhibit A attached, and (c) to serve as a right of way for utility lines, pipes and cables including but not limited to electric, telephone, gas, television, communication, water main, sanitary sewer and appurtenance to the foregoing.

2. BENEFITING PROPERTIES

The properties served by and begetting from use of Palomino Ranch Estates, private roads are each described in Exhibit A attached and made a part hereof.

3. COST OF ROAD MAINTENANCE

Any and all costs associated with maintenance of Palomino Ranch Estates private roads, shall be equally divided and apportioned to each owner of benefiting property described in Exhibit A.

Owners of benefiting parcels may appoint one of the owners to oversee maintenance of the private road. That owner will arrange on behalf of all owners all private road maintenance. The actual cost of the maintenance shall be billed no less frequently than once each year equally to each benefiting parcel owner.

Road maintenance may include but not limited to snow plowing, grading, adding gravel, maintaining drainage ditches, repair and patching of pavement if applicable, replacement of private road signs and any necessary insurance coverage for the private roads.

4. USE OF PRIVATE ROADS

Each owner of a benefiting parcel shall have use of the private roads without any form of interference resulting from actions of any other benefiting parcel owner.

5. ENFORCEMENTS OF THIS AGREEMENT

Any owner(s) of a benefiting parcel on Palomino Ranch Estates has the right to commence an action against any other benefiting parcel owner(s) who may be in violation of this agreement. The conditions, terms and covenants contained in this Agreement shall be binding as the undersigned benefiting parcel owners and their successors or assigns in title.

EXHIBIT A

Owner(s)	(Specific Parcel/address)
APN 077-130-23	

Exhibit E

Disclosure Statement

DISCLOSURE STATEMENT

Because you are considering the purchase of a parcel of property or a home in the Warm Springs area of Washoe County you need to know about the formal plans and rules that govern your purchase and your use of the property. This Disclosure Statement is required by the Warm Springs Specific Plan (WSSP), which is a formal document adopted by Washoe County for the purpose of planning land development and the public services needed to serve this development.

This Disclosure Statement will not tell you everything you need to know about buying and using property in Warm Springs pursuant to the WSSP. You need to study all documents related to your purchase and legal use of Warm Springs property, which are available from your seller and Washoe County. These documents may include a proposed purchase agreement and escrow instructions, title report, seller's property advisories, the WSSP, the WSSP Development Standards Handbook, the project-specific Development Standards Handbook, a development agreement with Washoe County, and a possible declaration of covenants, conditions, and restrictions. This Disclosure Statement will attempt to summarize some of the major features of the WSSP and its exhibits.

THE WSSP

There are several attachments to this Disclosure Statement, which convey in summary manner some of the major features of the WSSP. They are referred to as exhibits. Exhibit A is a colored map that illustrates all of the land use types and densities currently approved under the WSSP. Exhibit B is a copy of a part of the Washoe County Development Code (Washoe County Code Chapter 110, Article 302), which displays the legal and illegal uses of both your property and neighboring properties. Exhibit C is a copy of another part of the Development Code (Article 304), which describes the use types set forth in Exhibit B. Exhibit D is a copy of a part of the County's Area Plan Regulations for the Warm Springs Area (Article 226 of the Development Code).

It is important that you study these exhibits at a minimum and understand what you are allowed to do with your property. Your property is within the area that has been outlined on Exhibit A, and your signature on this Disclosure Statement ensures that you were informed of all land uses permitted on and adjacent to your property as well as within the entire Warm Springs Specific Plan community. Please note that you are agreeing NOT to file any written or verbal complaints or any lawsuits or other legal proceedings regarding any existing legal agricultural uses.

WARM SPRINGS AREA PLAN UPDATE

Washoe County is conducting this year of 2006 a review and update of the formal area plan for the general Warm Springs area ("Area Plan"), of which the WSSP is a part. This update may produce significant changes to the WSSP this year, including possible updated fees and schedule, different development vision, and altered infrastructure needs and financing structure. A few of these possible changes could apply to you now and require certain actions or payments. This is all discussed in the development agreement entered into by your developer/seller and Washoe County, a copy of which is attached as Exhibit E. Please read it now.

DEVELOPMENT AGREEMENT

Exhibit E is the referenced development agreement. It controls what may happen to and on the property you are buying or have bought. It requires, among other things, certain appearances to your home and landscape, the payment of certain fees (which your seller may or may not have satisfied), and your possible participation in a homeowner's association as well as special assessment or general improvement districts. Please study this agreement.

HANDBOOK FOR DESIGN

All development within the WSSP community must satisfy the minimum criteria established in the WSSP Development Standards Handbook as well as the more specific criteria set forth in the project's specific development standards handbook created by the developers of the project in which you may be purchasing property. These two handbooks are intended to provide future homeowners and businesses with design guidelines to be followed to conserve natural resources, primarily water supply, enhance the quality of the community, and ensure long-term design consistency and land use consistency, as

Draft January 9, 2019

WORKING COPY
INFORMATION ONLY

SUMMARY: An ordinance approving a Development Agreement required by the Warm Springs Specific Plan at WSSP.8.1 to utilize the land use designation specified on the Warm Springs Specific Plan - Land Use Plan for Palomino Ranch Estates.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE PURSUANT TO NRS 278.0201 THROUGH 278.0207 APPROVING A DEVELOPMENT AGREEMENT AS REQUIRED BY THE WARM SPRINGS SPECIFIC PLAN AT WSSP.8.1 TO UTILIZE THE LAND USE DESIGNATION SPECIFIED ON THE WARM SPRINGS SPECIFIC PLAN - LAND USE PLAN FOR:

TENTATIVE PARCEL MAP CASE NUMBERS WTPM17-0015, WTPM17-0017, WTPM17-0018, WTPM17-0019 AND WTPM17-0020 (PALOMINO RANCH ESTATES #1, #2, #3, #4 & #5) - WHICH WERE A SERIES OF TENTATIVE PARCEL MAPS WHICH APPROVED THE DIVISION OF A 67.60 ACRE PARCEL INTO FIFTEEN TOTAL LOTS RANGING FROM 2.5 ACRES TO 5 ACRES IN SIZE.

IN ORDER TO DEVELOP ANY PROPERTY IN THE WSSP MORE DENSELY THAN GENERAL RURAL (1 DWELLING UNIT / 40 ACRES), THE SPECIFIC PLAN REQUIRES THAT THESE DEVELOPMENT AGREEMENTS BE APPROVED. AMONG OTHER THINGS, THE DEVELOPMENT AGREEMENTS ADOPT THE DEVELOPMENT STANDARDS HANDBOOK FOR THE PROPERTIES IN QUESTION, WHICH SPECIFIES THE DENSER DEVELOPMENT POTENTIAL AVAILABLE ON AFFECTED PROPERTIES, WHICH IN THIS CASE WOULD RESULT IN INDIVIDUAL RESIDENTIAL PARCELS OF 2.5 ACRES OR 5 ACRES IN SIZE. ADDITIONALLY, THE AGREEMENTS WOULD SPECIFY OTHER ASPECTS OF ALLOWABLE DEVELOPMENT ON THE PROPERTIES, INCLUDING USES ALLOWED, DENSITY AND INTENSITY OF THOSE USES, BUILDING SIZES, SETBACKS, BUILDING HEIGHTS, AND OTHER MATTERS CONCERNING THE DEVELOPMENT OF THE LAND.

THE APPLICANT AND PROPERTY OWNER IS LW LAND COMPANY, THE SUBJECT SITE IS APPROXIMATELY 67.6 ACRES IN SIZE AND IS LOCATED AT THE SOUTH END OF GRASS VALLEY ROAD, APPROXIMATELY ½ MILE SOUTH OF WHISKEY SPRINGS ROAD, THE ASSESSOR'S PARCEL NUMBER IS 077-130-23, THE MASTER PLAN CATEGORY IS RURAL RESIDENTIAL AND THE REGULATORY ZONE IS HIGH DENSITY RURAL.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DO
ORDAIN:

SECTION 1.

The Development Agreement for Palomino Ranch Estates is an acceptable document.

The Development Agreement reads as follows:

DRAFT

DEVELOPMENT AGREEMENT
Washoe County and LW Land Company, LLC

This Development Agreement (the "Agreement") is effective on the date of recordation by Washoe County of this Agreement following its adoption by ordinance by the Washoe County Board of Commissioners ("Effective Date"), and is entered into by and between Washoe County, Nevada (hereinafter "County") and LW Land Company, LLC his agents and successors including developers and eventual subdivided-parcel-owners (hereinafter "Owner") (collectively hereinafter the "Parties").

WITNESSETH:

WHEREAS, the County is authorized, pursuant to Nevada Revised Statutes ("NRS") 5278.0201, *et seq.*, and Washoe County Development Code ("Code") 110.814.00, *et seq.*, to enter into binding development agreements with persons having legal or equitable interests in real property for the purpose of establishing and strengthening long range plans for property development and providing for developer funding of certain public facilities to serve new development;

WHEREAS, Owner represents that he has complete and sole fee title ownership of the subject real property, the legal description of which is set forth on Exhibit "A" attached hereto and shown in the next identified exhibit (hereinafter the "Property");

WHEREAS, Owner has submitted and County has tentatively approved partial preliminary maps for development of the Property ("Project"), copies of which are attached hereto as Exhibit "B" ("Maps");

WHEREAS, the Parties desire to enter into this Agreement in accordance with NRS and Code, as applicable, to promote the health, safety and general welfare of the County's inhabitants, to help provide some public services, uses and infrastructure, for which Owner voluntarily offers to pay, to secure to Owner certain land development safeguards and rights, and to achieve the goals and purposes for which development agreement law was enacted;

WHEREAS, the County is underway with a review and update of the formal area plan for the general Warm Springs area ("Area Plan"), which may produce significant changes to the WSSP.

NOW, THEREFORE, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by this reference and shall aid in the interpretation of this Agreement.
2. **Permitted Uses, Density, Height, and Size of Structures.** Pursuant to NRS 5278.0201 and Code 5110.814.20, this Agreement must set forth the maximum height and size of structures to be constructed on the Property as well as the density of uses and the permitted uses of the land. The Parties agree that the Property shall be divided and the Project constructed strictly for single residential purposes in accordance with the Maps, the WSSP, the Code, and the NRS all in effect on the date of the County's tentative parcel map approval of the Maps and as reflected in this Agreement, including its attached exhibits. Owner shall subdivide to a density only as shown on the Maps. However, Owner and his successors reserve the option to further subdivide the Property and its parcels in the future, pursuant to then existing law, if and when the WSSP, Area Plan, Code and the Washoe County Health Department permit it. This Paragraph 2 is, however, made subject to the provisions of Paragraph 6 below.

3. **Development And Infrastructure.**

3.1 **Development Standards Handbook.** The Parties have jointly drafted, in accordance with the Code and WSSP, the Project's Development Standards Handbook ("Handbook"), which is attached hereto as Exhibit "C" and incorporated herein by this reference. Construction and use of the Project shall be in accordance with the Handbook.

3.2 **WSSPHOA& CC&Rs.** As set forth in the WSSP, the Property shall be made subject to a master homeowners' association and master declaration of covenants, conditions and restrictions ("cc&rs"), which is attached hereto as Exhibit "D" ("CCR'S/Road Maintenance Agreement") governing the entire WSSP area for the purposes identified in the WSSP, until the related WSSP requirements are modified or repealed, if at all, through the Area Plan update process. The association and the cc&rs shall be completed to the satisfaction of the County Community Development Department and the Washoe County District Attorney.

3.3 **Disclosure Statement.** The Parties have jointly drafted, in accordance with the Code and WSSP, a Disclosure Statement ("Disclosure"), which is attached hereto as Exhibit "E" and incorporated herein by this reference. The purpose of the Disclosure is to provide all buyers specific information about certain aspects of the WSSP and this Agreement, and how those may affect their long-term ownership. The Disclosure is not intended to be comprehensive in all aspects of the acquisition of certain parcels. It is meant to only provide basic information about aspects of the WSSP and this Agreement that are required to be disclosed. A signed and notarized copy of the Disclosure must be provided to all future property owners and must accompany all building permit applications submitted to the County. The purpose of this requirement is to ensure that all future owners of property within the Warm Springs community are aware of the requirements of the WSSP and this Agreement.

3.4 **Water and Septic.** Owner does not intend at this time to subdivide at any greater density than Washoe County Health District requirements for a second or subsequent parcel map

after the initial map with all parcels, a minimum of 5 acres, which permits Owner to install septic and well facilities on each new parcel instead of connecting to community water and sewer facilities likely to be built by another area property owner known as the Warm Springs Ranch. Owner waives connection to community water and sewer systems at this time. Owner shall install the referenced septic and well facilities pursuant to applicable law and regulations existing at the time of issuance of each of the related well and septic permits. Owner and his successors may in the future connect to a community water or sewer system, pursuant to then existing law, if and when the WSSP, Area Plan, Code and the Washoe County Health Department permit it.

4. **Dedication and Maintenance of Facilities.** Owner may be required to offer certain facilities, to include roadways, for dedication to the County at the time of the filing of a final map. Dedication of facilities or roadways to PVGID may also be required.
5. **SADs and GIDs.** Owner offers to and hereby agrees to waive protest to participation in any special assessment or general improvement district proceedings and agrees to cooperate fully therewith.
6. **Reliance, Uncertainties and Subsequent Actions.**

6.1 **Reliance by the Parties.** The Parties understand and acknowledge that the other relies upon the assurances, arrangements and promises set forth in this Agreement and its exhibits, all of which permit the construction and completion of the Project in accordance with the terms of and the uses, densities, heights, sizes and other similar matters defined in this Agreement and its exhibits.

6.2 **Uncertainties.** The Parties understand and acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Project be constructed in the manner contemplated by this Agreement. Among such circumstances is water availability or other limited natural resources, waste disposal limitations, federal regulation of air and water quality, and the Area Plan update and possible amended WSSP. The parties recognize that unforeseeable circumstances could affect each other's ability to perform obligations hereunder.

6.3 **Subsequent Actions.** Owner acknowledges and agrees this Agreement does not relieve the from compliance with existing, changed, modified or amended rules, regulations, laws, ordinances, resolutions, fees or codes of other governmental agencies. Such rules, regulations, laws, ordinances, resolutions, fees or codes of governmental entities must be complied with by the Owner and are not locked in nor a part of this Agreement. Owner further acknowledges and agrees this Agreement does not prevent the County in a subsequent action applicable to the Property from adopting different law, provisions or conditions that do not conflict with the terms in and the law governing this Agreement, except that any subsequent action by the County shall not prevent the development of the Property pursuant to this Agreement. It is not the intent of the Parties nor shall this Paragraph be construed as excusing the County of any obligation hereunder or depriving Owner of any right under this Agreement, which can be performed and without impairment of the County's emergency powers and obligation to obey and enforce state and federal law (Code 110.814.05(c) and (d)).

6.3.1 *Exceptions.*

6.3.1.1 *Amended WSSP.* Notwithstanding this Paragraph 6 and any other contradictory term in this Agreement, Owner understands and agrees that certain possible changes to the WSSP as adopted through the current update process to the Warm Springs Area Plan shall be binding upon Owner, successors and the Property no matter whether the final map or a building permit has been approved or issued, and Owner agrees to immediately cooperate and comply with such changes as may be contained within the updated Area Plan and amended WSSP. This Paragraph 6.3.1.1 is limited to those certain possible changes to the WSSP that concern homeowners' associations, cc&rs, water and sewer, non-paved-road maintenance and related costs and fees. This Paragraph 6.3.1.1 shall also constitute a covenant running with the land of the Property.

6.3.1.2 *Public Health & Safety Law.* Notwithstanding this Paragraph 6 and any other contradictory term in this Agreement, Owner understands and agrees that at the time of submission to the County for any map or permit (including without limitation final maps and building permits) related to the Project the then existing laws (whether local, state or federal) affecting public health and safety (as typically used for example in the building, health and fire codes' sectors) shall apply. This Paragraph 6.3.1.2 shall constitute a covenant running with the land of the Property.

7. Conflicting Laws.

7.1 Conflicting State or Federal Rules. In the event that any conflicting state or federal laws or regulations enacted after the date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the County, this Agreement shall remain in full force and effect as to those provisions not affected, and the conflicting laws or regulations shall not be applied retroactively.

7.1.1 *Notice and Copies.* Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy or an account of any such action or inaction together with a statement of how any such matter conflicts with the provisions of this Agreement; and

7.1.2 *Modification Conferences.* The parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation, or accommodate any such action or inaction.

7.2 County Commission Hearings. In the event County believes that an amendment to this Agreement is necessary pursuant to this Paragraph 7, the proposed amendment shall be scheduled for hearing before the County Commission and noticed pursuant to law (including NRS 5278.0205(2)). The County Commission shall determine the exact nature of the amendment or suspension necessitated by such federal or state law or regulation or action or inaction. Owner shall have the right to offer oral and written testimony at the hearing. The Commission's decision is subject to judicial review as set forth in Paragraph 9.3 below.

7.3 Cooperation in Securing Permits. County shall use its best efforts to cooperate with Owner in securing any County permits, licenses or other authorizations that may be required as a result of the Commission's decision. It is the responsibility of the owner to pay all applicable fees in connection with securing the permits.

8. Review Default and Termination.

8.1 Frequency of Reviews. As required by NRS 278.0205 and Code 110.814.35, at least once every twenty-four (24) months during the Term of this Agreement Owner shall provide to the County's Community Development Department and County shall review in good faith a report demonstrating Owner's good faith and material compliance with the provisions of this Agreement and outlining any issues regarding the County's performance during the preceding twenty-four (24) months. The County's Director of Community Development shall promptly report to the County Commission on the topics of the Owner's report and satisfaction of this Agreement. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either party, shall be continued to afford sufficient time for response.

8.2 Opportunity to be Heard. Any party requesting an opportunity to be heard by the County Commission on this review matter shall be given such opportunity within a reasonable time following submission of the Director's report to the Commission.

8.3 Procedures in the Event of Default. In the event of any default with any provision of this Agreement, the nondefaulting party shall send by regular mail to the other a courtesy notice not less than thirty (30) calendar days prior to declaring a default under this Agreement. This thirty-day period shall be measured from the date of postmark of the notice. The courtesy notice shall detail the alleged default, any action necessary to cure the default and, where appropriate, the manner and period of time in which the alleged default may be satisfactorily cured. During the period of time the default letter is pending, the defaulting party shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected within thirty (30) calendar days, the following shall occur:

8.3.1 *Set Hearing Notice and Possible Freeze.* The party noticing a default shall set the matter for hearing before the County Commission. This hearing shall occur at the Commissions' meeting that follows after the minimum seven (7) business days mentioned in this Paragraph 8.3.1 plus the time necessary for publication and noticing pursuant to law. Said parties shall send a letter to the other party, by certified mail return receipt requested, and by regular mail, providing notice of intent to present the matter to the Commission, the date set for the Commission's public hearing of same, and notice of at least seven (7) business days before the hearing date of an additional opportunity to correct the default. The seven (7) or more business days will be measured from the date of postmark of the certified and regular mailing of the letter. If the default remains uncured at the expiration of these seven days the Commission shall conduct its hearing on the matter. Furthermore, if the Owner is the alleged defaulting party then the Director of Community Development may also immediately direct County staff to condition all future zoning, land use, and mapping applications for the Property so that the building permits to be issued as a result of those approvals shall not be issued until the default is corrected, subject to review by the Commission.

8.3.2 *Review by County Commission.* Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by the alleged defaulting party and the default remains uncorrected, the County Commission shall, in the event County is the defaulting party, direct County staff to immediately cure the default, and, if Owner is the defaulting party, the County may amend or terminate this Agreement and/or may ratify or authorize the suspension of

building permits for the Development. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Owner, existing or received, as of the date of the termination. Should Owner elect to appeal, Owner shall have twenty-five (25) calendar days after the date of the Commission's hearing to institute legal action as set forth in Paragraph 9.3 below to determine whether the County Commission abused its discretion.

8.3.3 *Waiver*. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert, or enforce any of its right or remedies.

8.4 Unavoidable Delay or Default, Extension of Time for Performance. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than County) to perform acts or deeds necessary for the performance of this Agreement, enactment of conflicting state or federal laws or regulations or similar matters beyond the control of the parties. If written notice of any such delay is given to County within thirty (30) calendar days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within ten (10) business days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between County and Owner.

9. General Provisions.

9.1 Expiration of Agreement. The Term of this Agreement shall be for three (3) years commencing on the date of this Agreement as defined at the beginning hereof. Owner may apply once to the County Board of Commissioners for a two-year-extension of this Term provided that the law and regulations existing at the time of action by the Board to grant the extension shall thereafter govern the Property, the Project, the Maps and this Agreement. The Board's action shall be at its discretion.

9.2 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS 278.0205 and this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the Parties.

9.3 Legal Action, Damages and Venue. The County and Owner agree that the County would not have entered into this agreement if it were liable for damages under or with respect to this Agreement. Accordingly, the County and the Owner may pursue any remedy at law or equity available for breach, except that neither the Owner nor the County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Paragraph 8.3 above. Following such notice, a public hearing must be held by the County Commission where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a court under the standard review appropriate to court review of zoning actions, and the decision of the County

Commission shall be overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing. Any judicial review or other action to enforce or interpret this Agreement shall occur in and rest exclusively with the Second Judicial District Court, State of Nevada.

9.4 Governing Law. This Agreement shall be construed and enforced in accordance with and shall be governed by the law of the State of Nevada.

9.5 Assignment.

9.5.1 *Transfer to an Affiliate of Owner.* The rights of Owner under this Agreement may be freely transferred or assigned to any entity, partnership, or corporation, which Owner controls, or in which Owner has a controlling interest, or which controls Owner; provided, such entity shall assume in writing all obligations of Owner hereunder.

9.5.2 *Third Party Assignment.* The rights and obligations of Owner under this Agreement may be freely transferred or assigned to a third party not affiliated with Owner, provided such third party assumes in writing all obligations of Owner hereunder as to the assigned or transferred portion of the Project along with a copy of the sale, transfer, conveyance, or assignment agreement wherein the third party assumes the obligations of the Owner. Upon any such assignment hereunder, the Owner shall be relieved of all obligations and liabilities under or in connection with this Agreement. In connection with the conveyance of any portion of the Property, Owner shall provide County with written notice of any sale, transfer, conveyance or assignment of any unimproved portion of the Project.

9.5.3 *Financial Transactions.* Owner has full discretion and authority to transfer, assign or encumber the Project or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land involved or the use of the proceeds there from, and may enter into such transaction at any time and from time to time without permission of or notice to County.

9.6 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Owner shall hold County, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Owner or those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf, which relate to construction of the Project. Owner agrees to and shall defend County and its officers, agents, employees, and representatives from any claims and actions for damages caused or alleged to have been caused by reason of Owner's activities in connection with the Project. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for County in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of this Agreement. The provisions of this Paragraph 9.6 shall not apply to the extent such damage, liability, or claim is solely caused by the intentional or negligent act of County, its officers, agents, employees, or representatives.

9.7 Binding Effect of Agreement. The burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties' respective successors in interest and shall run with the land until the completion of performance of this Agreement or its earlier revocation or termination as provided herein.

9.8 Relationship of Parties. It is understood that the contractual relationship between County and Owner is such that Owner is an independent contractor and not an agent of County for any purpose.

9.9 Notices. Unless otherwise provided in this Agreement, all notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or sent by overnight courier or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To County: WASHOE COUNTY
Department of Community Development
Current Planning Division
PO Box 11130
Reno, NV 89520-0027

To Owner: LW Land Company LLC
A Nevada Limited Liability Company
Brian Murphy
695 Mile Circle Drive
Reno, Nevada 89511

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the delivery date by overnight courier or mail is first attempted.

9.10 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

9.11 Waivers. All waivers of the provisions of this Agreement must be by written consent of all parties hereto.

9.12 Recording Amendments. Promptly after County's execution of this Agreement, an executed original of this Agreement shall be recorded in the Official Records of Washoe County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of County and Owner in a form suitable for recordation in the Official Records of Washoe County, Nevada. Upon the completion of performance of this Agreement or its earlier revocation or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Owner shall be recorded in the Official Records of Washoe County, Nevada.

9.13 Headings, Exhibits, Cross-references. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to Paragraphs, Sections and Exhibits shall be to Paragraphs, Sections and Exhibits of or to this Agreement, unless otherwise specified. Copies of the Exhibits shall be retained and maintained by the Department of Community Development at 1101 East Ninth Street, Reno and shall be available for inspection.

9.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

9.15 Voluntary Agreement. Owner acknowledges that he had the option of conducting his own public facilities needs assessment but instead voluntarily chose to accept the WSSP. Owner further acknowledges and agrees that he voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.

conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

9.15 Voluntary Agreement. Owner acknowledges that he had the option of conducting his own public facilities needs assessment but instead voluntarily chose to accept the WSSP. Owner further acknowledges and agrees that he voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date stated.

COUNTY OF WASHOE

OWNER

By: _____
Bob Lucey, Chair
Board of County Commissioners

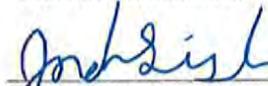

LW Land Company LLC
Brian Murphy

ATTEST:

County Clerk

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

On this 15th day of November, 2017, ^{2018 JL} personally appeared before me, a Notary Public in and for said County and State: Brian Dale Murphy known to me and who acknowledged to me that he executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.


NOTARY PUBLIC

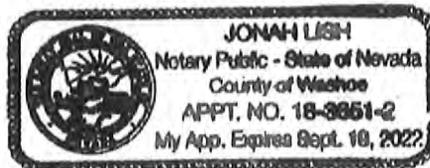


Exhibit A

Legal Description

DRAFT



**EXHIBIT A LEGAL
DESCRIPTION**

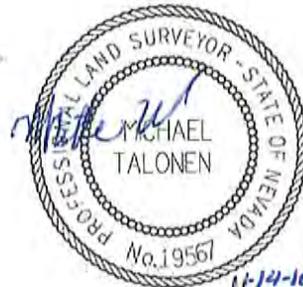
APN 077-100-23:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THAT CERTAIN PARCEL 16-2-1-1 AS SHOWN ON REORD OF SURVEY MAP NO. 917 FILED IN THE OFFICE OF THE COUNTY RECORDER OCTOBER 29, 1975 AS DOCUMENT NO. 383412, IN THE OFFICIAL RECORDS OF WASHOE COUNTY.

CONTAINING 67.60 ACRES, MORE OR LESS.

DRAFT



EXP. 06/30/2020

MICHAEL TALONEN, P.L.S. 19567



EXHIBIT A
LEGAL DESCRIPTION

PARCEL A-1:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 89°28'26" EAST 2323.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°28'26" EAST, 327.10 FEET;

THENCE SOUTH 01°01'36" WEST, 332.90 FEET;

THENCE NORTH 89°29'20" WEST 327.10.52 FEET;

THENCE NORTH 01°01'36" EAST 332.99 FEET TO THE POINT OF BEGINNING, CONTAINING 2.50 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567



EXHIBIT A
LEGAL DESCRIPTION

PARCEL E-3:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N. RANGE 21E, MDM. THENCE SOUTH $74^{\circ}39'47''$ EAST 1946.82 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $89^{\circ}28'26''$ EAST, 436.50 FEET;

THENCE SOUTH $01^{\circ}01'36''$ WEST, 497.40 FEET;

THENCE NORTH $89^{\circ}29'20''$ WEST, 337.02.50 FEET TO THE BEGINNING OF A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF $04^{\circ}11'38''$, A DISTANCE OF 99.55 FEET;

THENCE NORTH $01^{\circ}01'36''$ EAST, 497.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.01 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

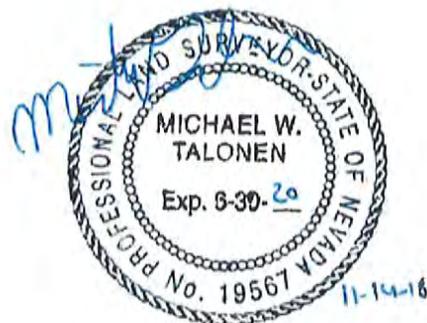


EXHIBIT A
LEGAL DESCRIPTION

PARCEL E-2:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 89° 28'26" EAST 1886.49 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°28'26" EAST, 436.52 FEET;

THENCE SOUTH 01°01'36" WEST, 501.49 FEET;

THENCE NORTH 89°48'48" WEST, 436.50 FEET;

THENCE NORTH 01°01'36" EAST, 497.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.01 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

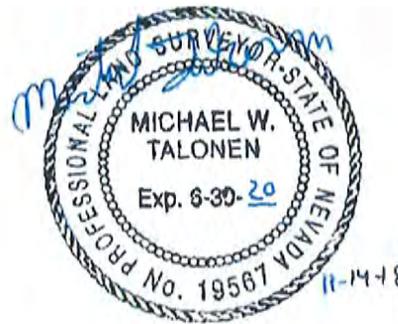




EXHIBIT A
LEGAL DESCRIPTION

PARCEL E-1:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 89°28'26" EAST 1449.97 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°28'26" EAST, 436.52 FEET:

THENCE SOUTH 01°01'36" WEST, 497.68 FEET:

THENCE NORTH 89°48'48" WEST, 436.55 FEET;

THENCE NORTH 01°01'36" EAST, 500.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.00 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567



EXHIBIT A
LEGAL DESCRIPTION

PARCEL D-1:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 89° 28' 24" EAST 666.38 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 28' 26" EAST, 784.92, 92 FEET;

THENCE SOUTH 01° 01' 36" WEST, 297.06 FEET;

THENCE NORTH 89° 48' 48" WEST, 658.49 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, RADIAL TO A BEARING OF NORTH 61° 02' 03" EAST, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 11° 59' 48", A DISTANCE OF 284.76 FEET;

THENCE NORTH 16° 36' 22" WEST 41.40 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S., 19567

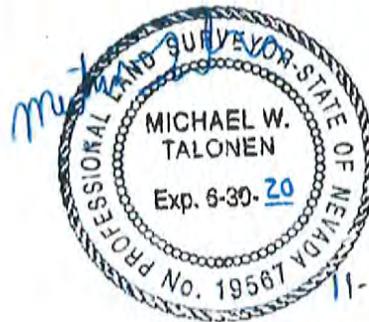


EXHIBIT A
LEGAL DESCRIPTION

PARCEL D-3:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 57°23'26" EAST 1588.06 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 16°46'49" EAST, 357.54 FEET;

THENCE SOUTH 89°48'48" EAST, 436.55 FEET;

THENCE SOUTH 01°01'36" WEST, 497.68 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, RADIAL TO A BEARING OF NORTH 04°42'18" EAST, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 23°28'57", A DISTANCE OF 557.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.01 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567



EXHIBIT A
LEGAL DESCRIPTION

PARCEL D-2:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH $68^{\circ}35'51''$ EAST 845.76 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH $89^{\circ}48'48''$ EAST, 658.49 FEET;

THENCE SOUTH $01^{\circ}01'36''$ WEST, 203.20 FEET;

THENCE SOUTH $16^{\circ}46'49''$ WEST, 357.54 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, RADIAL TO A BEARING OF NORTH $28^{\circ}11'15''$ EAST, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF $33^{\circ}12'35''$, A DISTANCE OF 788.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.03 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567



EXHIBIT A
LEGAL DESCRIPTION

PARCEL C-3:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 89°28'24" EAST 46.12 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°28'26" EAST, 618.92 FEET;

THENCE SOUTH 16°36'22" EAST, 41.40 FEET TO THE BEGINNING OF A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 12°21'35", A DISTANCE OF 293.38 FEET

THENCE SOUTH 73°48'55" WEST, 488.35 FEET;

THENCE NORTH 31°21'36" WEST 528.68 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567





EXHIBIT A
LEGAL DESCRIPTION

PARCEL C-2:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 35°24'23" EAST 554.42 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 73°48'55" EAST, 488.35 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, RADIAL TO A BEARING OF NORTH 61°02'03" EAST, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 14°06'24", A DISTANCE OF 334.85 FEET;

THENCE SOUTH 45°49'58" WEST, 537.11 FEET;

THENCE NORTH 00°00'00" WEST 48.61 FEET;

THENCE NORTH 31°21'36" WEST 538.28 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

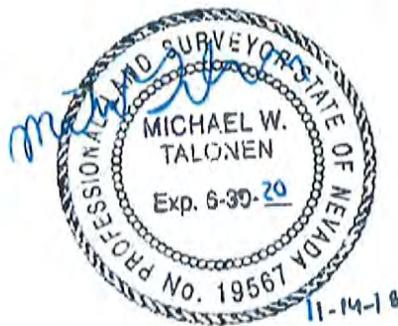




EXHIBIT A
LEGAL DESCRIPTION

PARCEL C-1:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 32°03'41" EAST 1132.91 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45°49'58" EAST, 537.11 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, RADIAL TO A BEARING OF NORTH 46°55'39" EAST, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 10°43'58", A DISTANCE OF 254.76 FEET;

THENCE SOUTH 36°11'40" WEST, 712.18 FEET;

THENCE SOUTH 89°29'20" WEST 155.07 FEET;

THENCE NORTH 00°00'00" WEST 367.89 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567





EXHIBIT A
LEGAL DESCRIPTION

PARCEL B-3:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (N) 1/4 NORTH QUARTER CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 01°01'36" WEST 998.80 FEET; THENCE NORTH 89°29'20" WEST 664.12 FEET TO THE BEGINNING OF A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 22°27'07", A DISTANCE OF 533.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 13°13'53", A DISTANCE OF 314.07 FEET;

THENCE SOUTH 36°11'40" WEST, 712.18 FEET;

THENCE NORTH 89°29'20" EAST 513.19 FEET;

THENCE NORTH 22°57'47" EAST 461.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.01 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

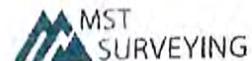




EXHIBIT A
LEGAL DESCRIPTION

PARCEL B-3:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (N) 1/4 NORTH QUARTER CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 01°01'36" WEST 998.80 FEET; THENCE NORTH 89°29'20" WEST 664.12 FEET TO THE BEGINNING OF A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 22°27'07", A DISTANCE OF 533.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 13°13'53", A DISTANCE OF 314.07 FEET;

THENCE SOUTH 36°11'40" WEST, 712.18 FEET;

THENCE NORTH 89°29'20" EAST 513.19 FEET;

THENCE NORTH 22°57'47" EAST 461.18 FEET TO THE POINT OF BEGINNING,

CONTAINING 5.01 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

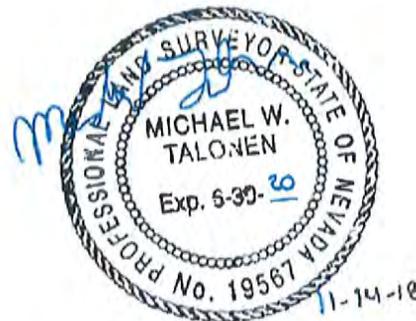


EXHIBIT A
LEGAL DESCRIPTION

PARCEL B-2:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (N) 1/4 NORTH QUARTER CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH $01^{\circ}01'36''$ WEST 998.80 FEET; THENCE NORTH $89^{\circ}29'20''$ WEST 664.12 FEET TO THE BEGINNING OF A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF $00^{\circ}25'02''$, A DISTANCE OF 9.90 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF $22^{\circ}02'05''$, A DISTANCE OF 523.03 FEET:

THENCE SOUTH $22^{\circ}57'47''$ WEST, 461.18 FEET:

THENCE NORTH $89^{\circ}29'20''$ EAST 682.71 FEET:

THENCE NORTH $01^{\circ}01'36''$ EAST 323.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.03 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567



EXHIBIT A
LEGAL DESCRIPTION

PARCEL B-1:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 89°28'26" EAST 2650.10 FEET; THENCE SOUTH 01°01'36" WEST 998.80 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 01°01'36" WEST, 323.15 FEET;

THENCE SOUTH 89°29'20" WEST, 674.03 FEET;

THENCE NORTH 01°01'36" EAST 323.18 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, RADIAL TO A BEARING OF NORTH 00°55'42" EAST, HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF 00°25'02", A DISTANCE OF 9.90 FEET;

THENCE SOUTH 89°29'20" EAST 664.12 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

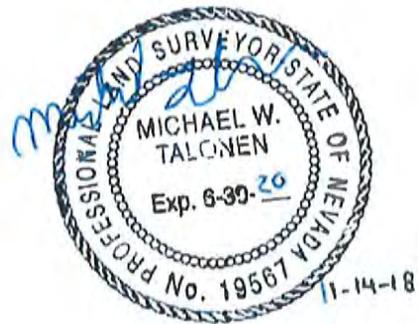




EXHIBIT A
LEGAL DESCRIPTION

PARCEL A-2:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 89°28'26" EAST 2323.00 FEET; THENCE SOUTH 01°01'36" WEST 332.99 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°29'20" EAST, 327.10 FEET;

THENCE SOUTH 01°01'36" WEST, 332.95 FEET;

THENCE NORTH 89°29'20" WEST 327.10 FEET;

THENCE NORTH 01°01'36" EAST 332.95 FEET TO THE POINT OF BEGINNING, CONTAINING 2.50 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

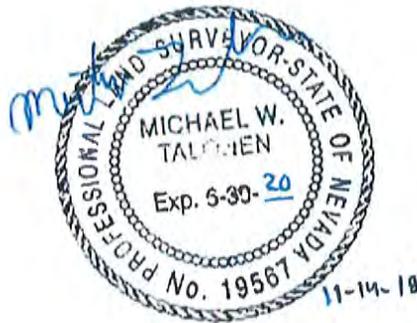




EXHIBIT A
LEGAL DESCRIPTION

PARCEL A-3:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 89°28'26" EAST 2323.00 FEET; THENCE SOUTH 01°01'36" WEST 665.94 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 89°29'20" EAST, 327.10 FEET;

THENCE SOUTH 01°01'36" WEST, 332.95 FEET;

THENCE NORTH 89°29'20" WEST 327.10 FEET;

THENCE NORTH 01°01'36" EAST 332.95 FEET TO THE POINT OF BEGINNING, CONTAINING 2.50 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

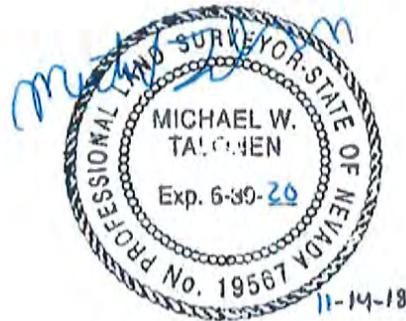


EXHIBIT A
LEGAL DESCRIPTION

PARCEL A-2:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN NORTHWEST (NW) 1/4 OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 21 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE (NW) NORTHWEST CORNER OF SECTION 16 TOWNSHIP 22N, RANGE 21E, MDM. THENCE SOUTH 89°28'26" EAST 2323.00 FEET; THENCE SOUTH 01°01'36" WEST 332.99 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°29'20" EAST, 327.10 FEET;

THENCE SOUTH 01°01'36" WEST, 332.95 FEET;

THENCE NORTH 89°29'20" WEST 327.10 FEET;

THENCE NORTH 01°01'36" EAST 332.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.50 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

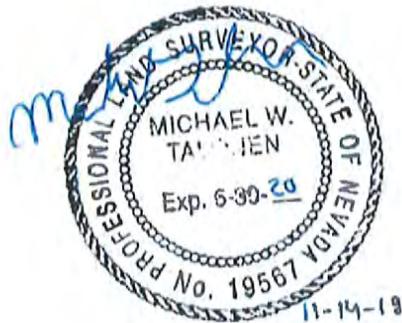
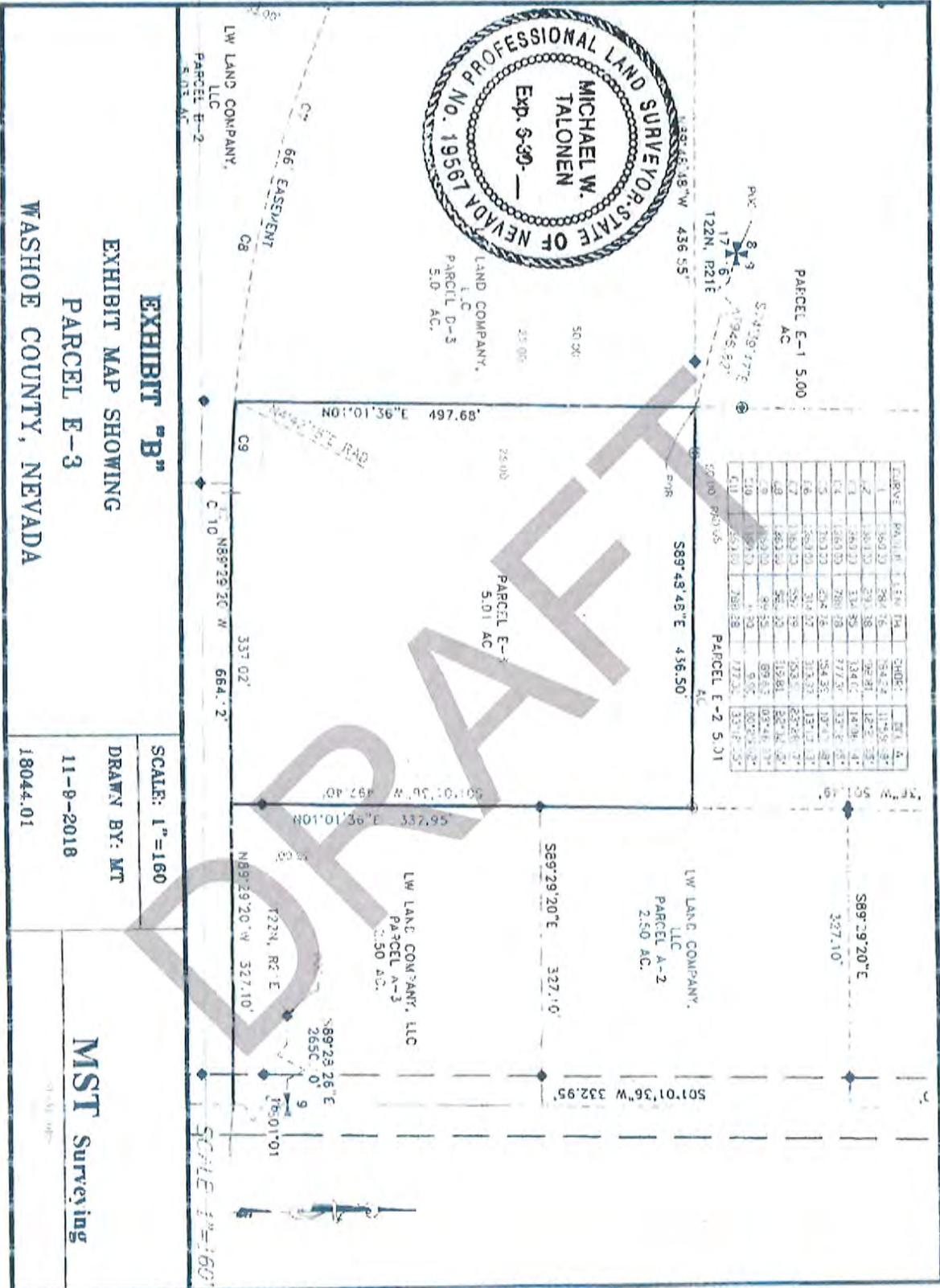


Exhibit B

Maps

DRAFT



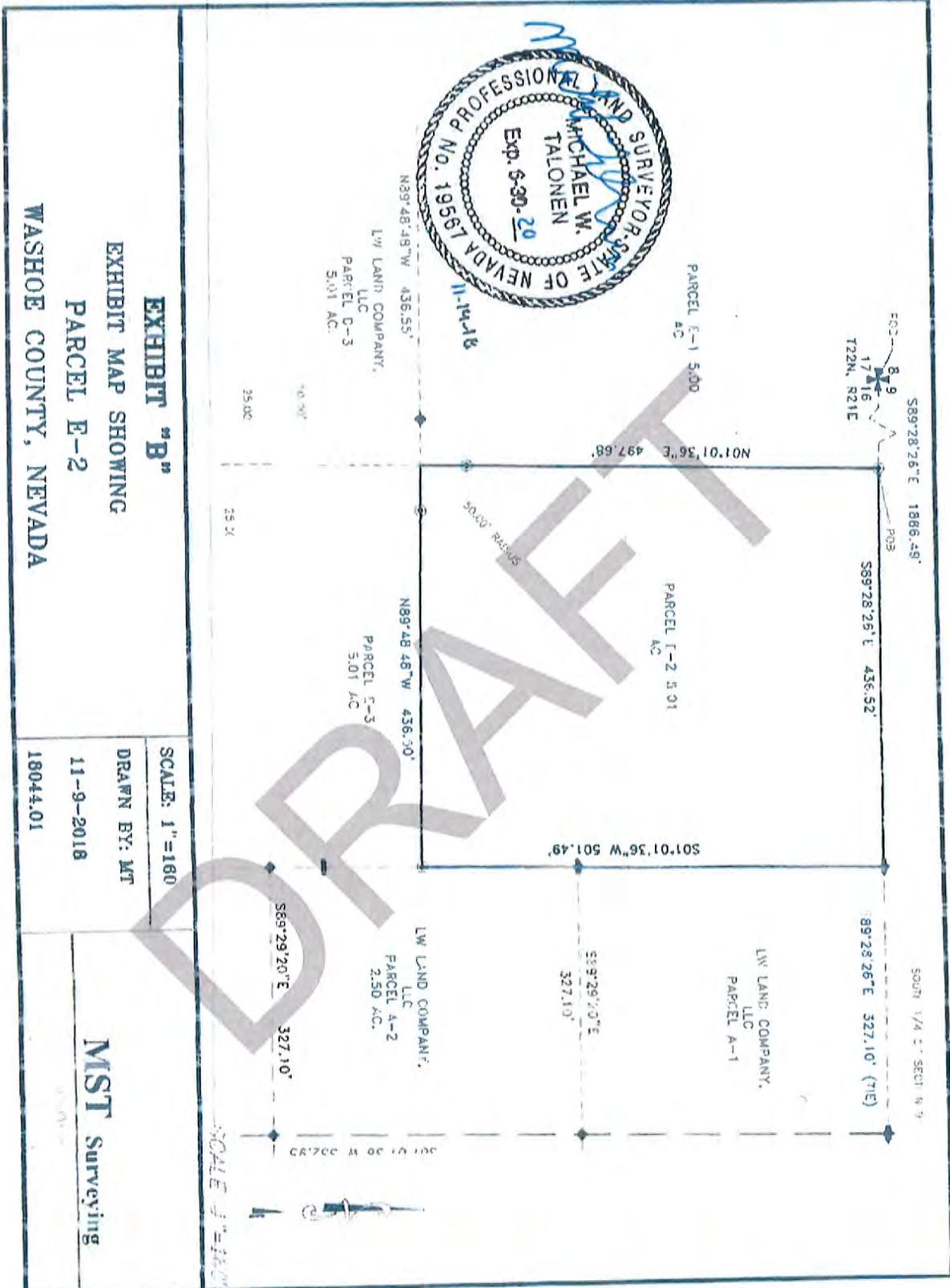
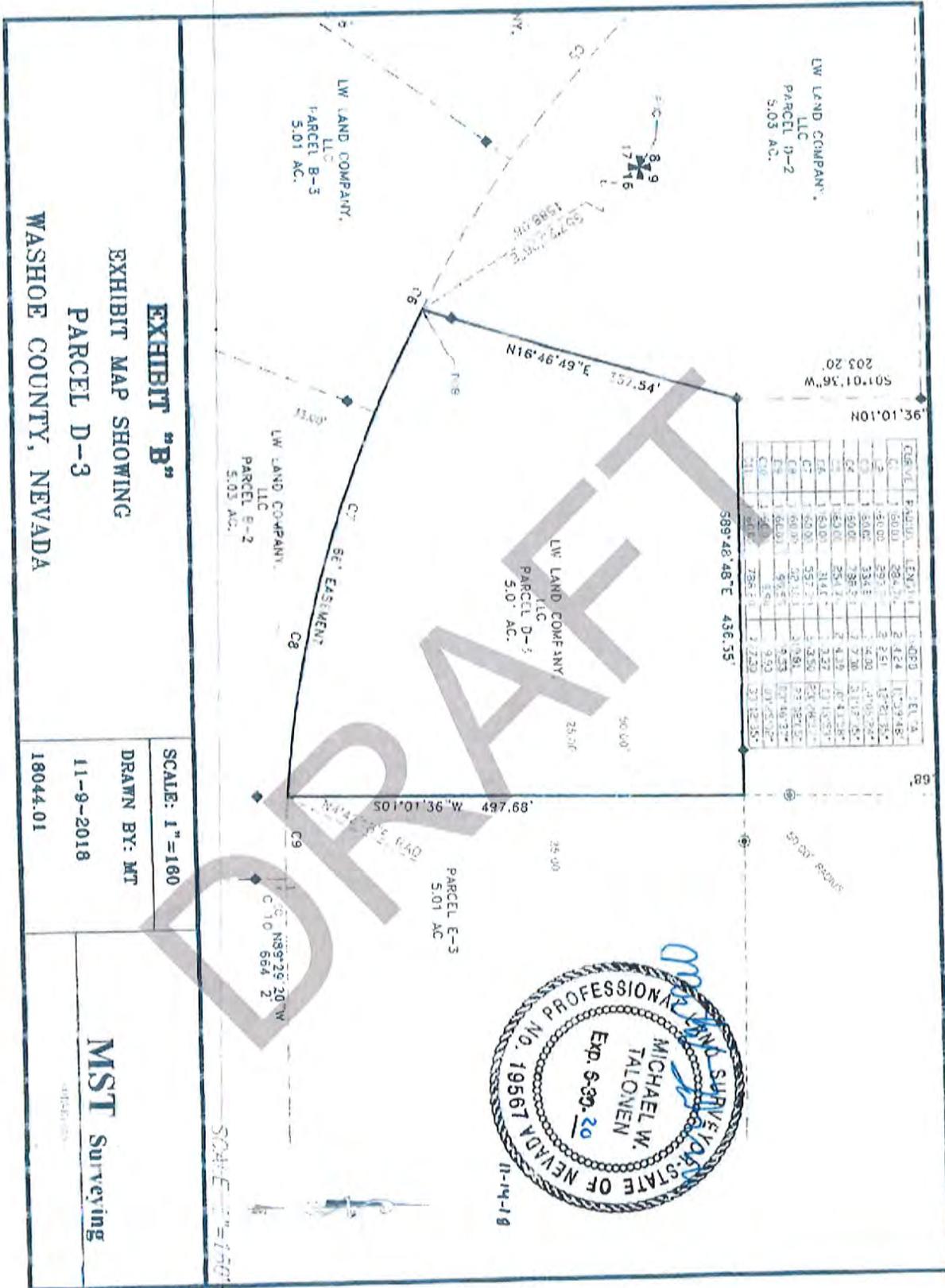
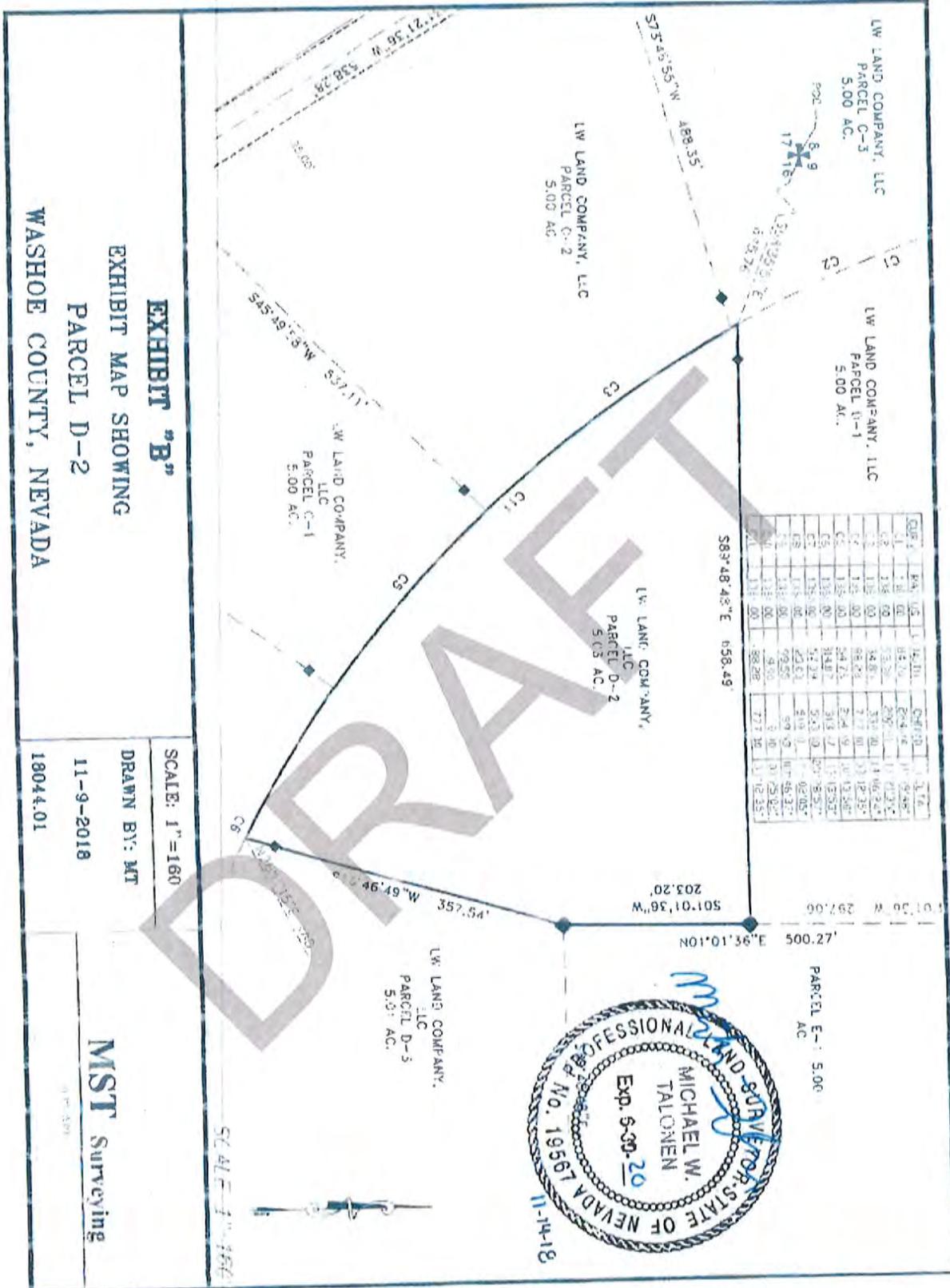


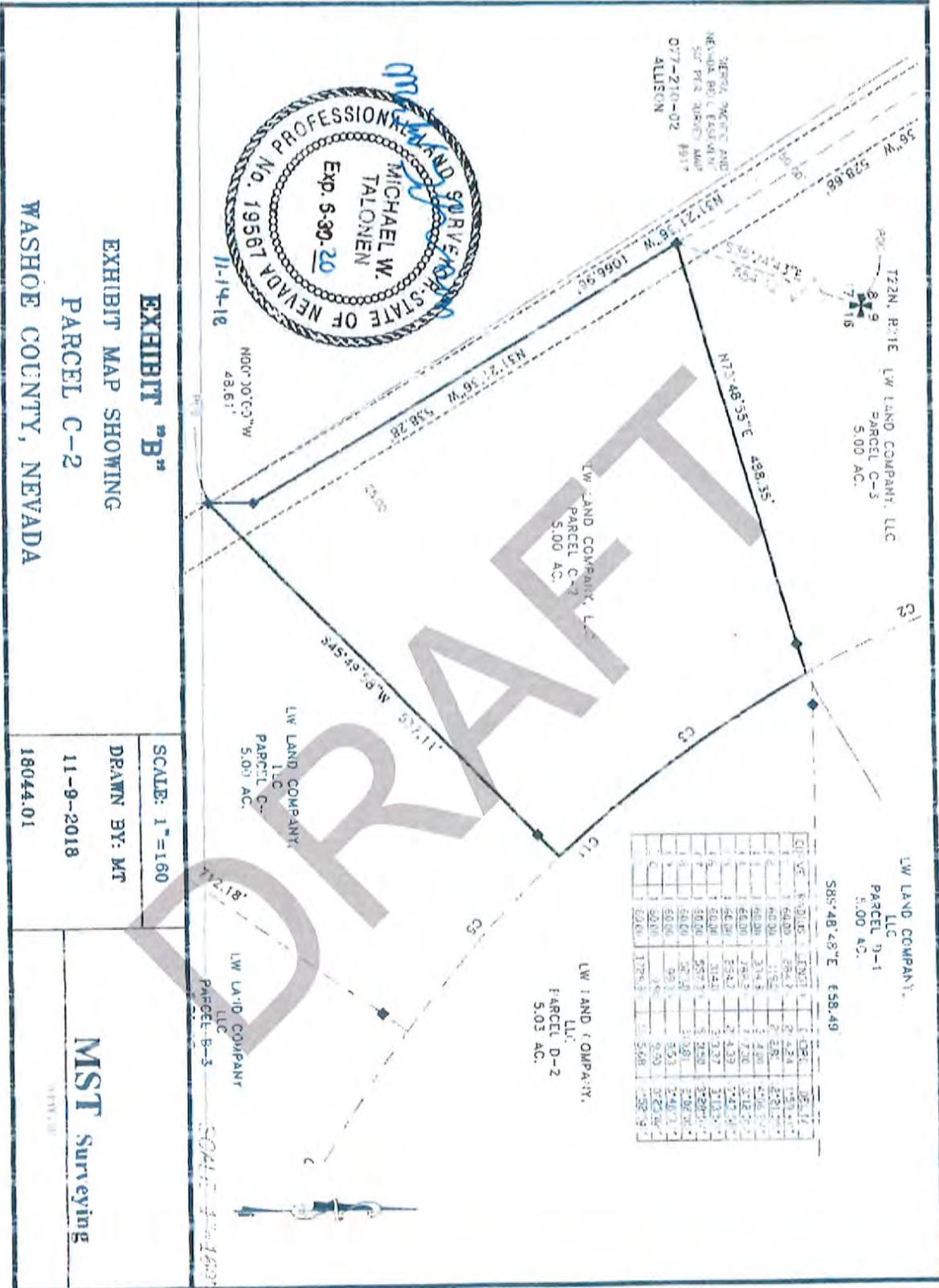
EXHIBIT "B"
EXHIBIT MAP SHOWING
PARCEL E-2
WASHOE COUNTY, NEVADA

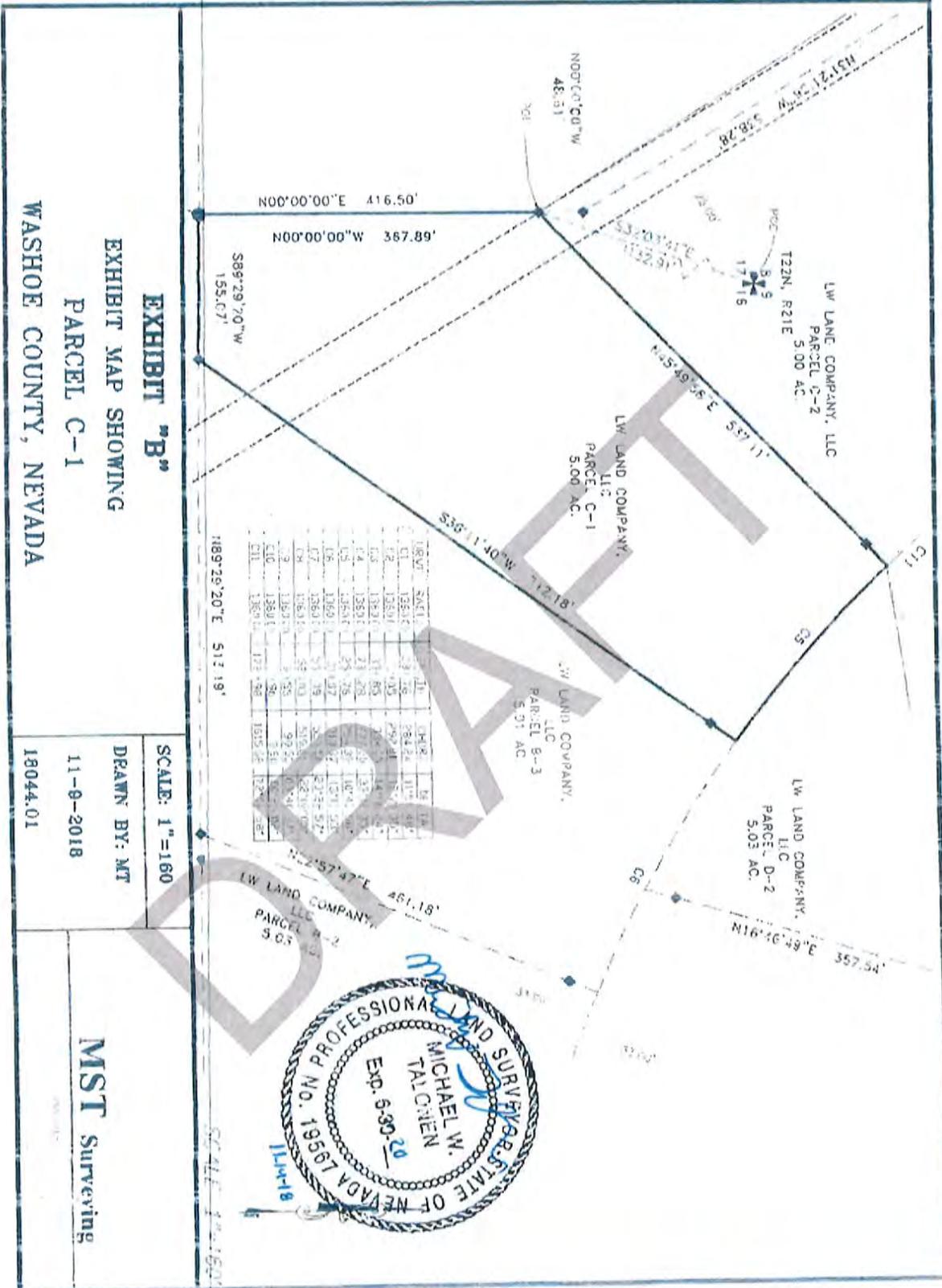
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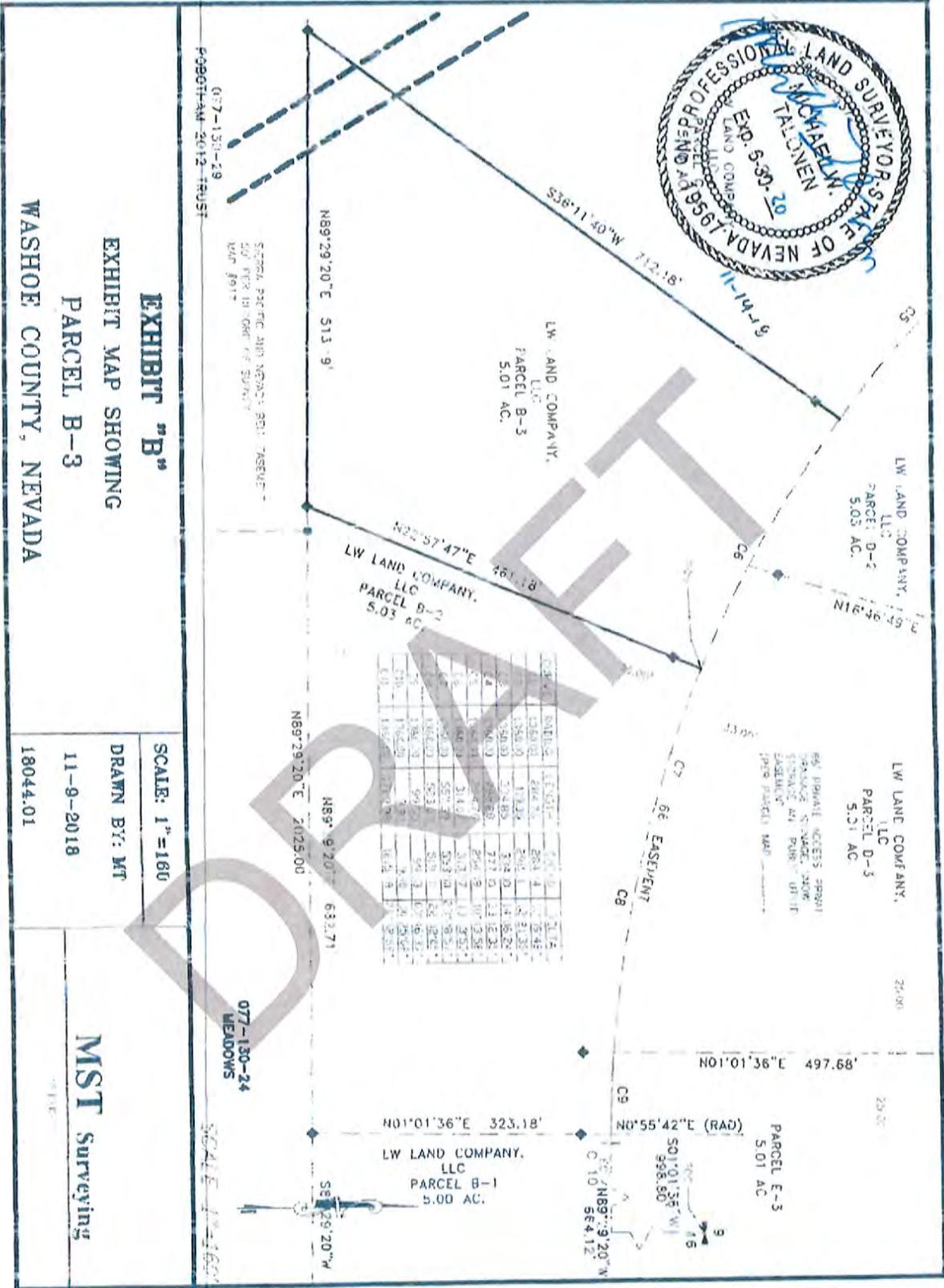
MST Surveying

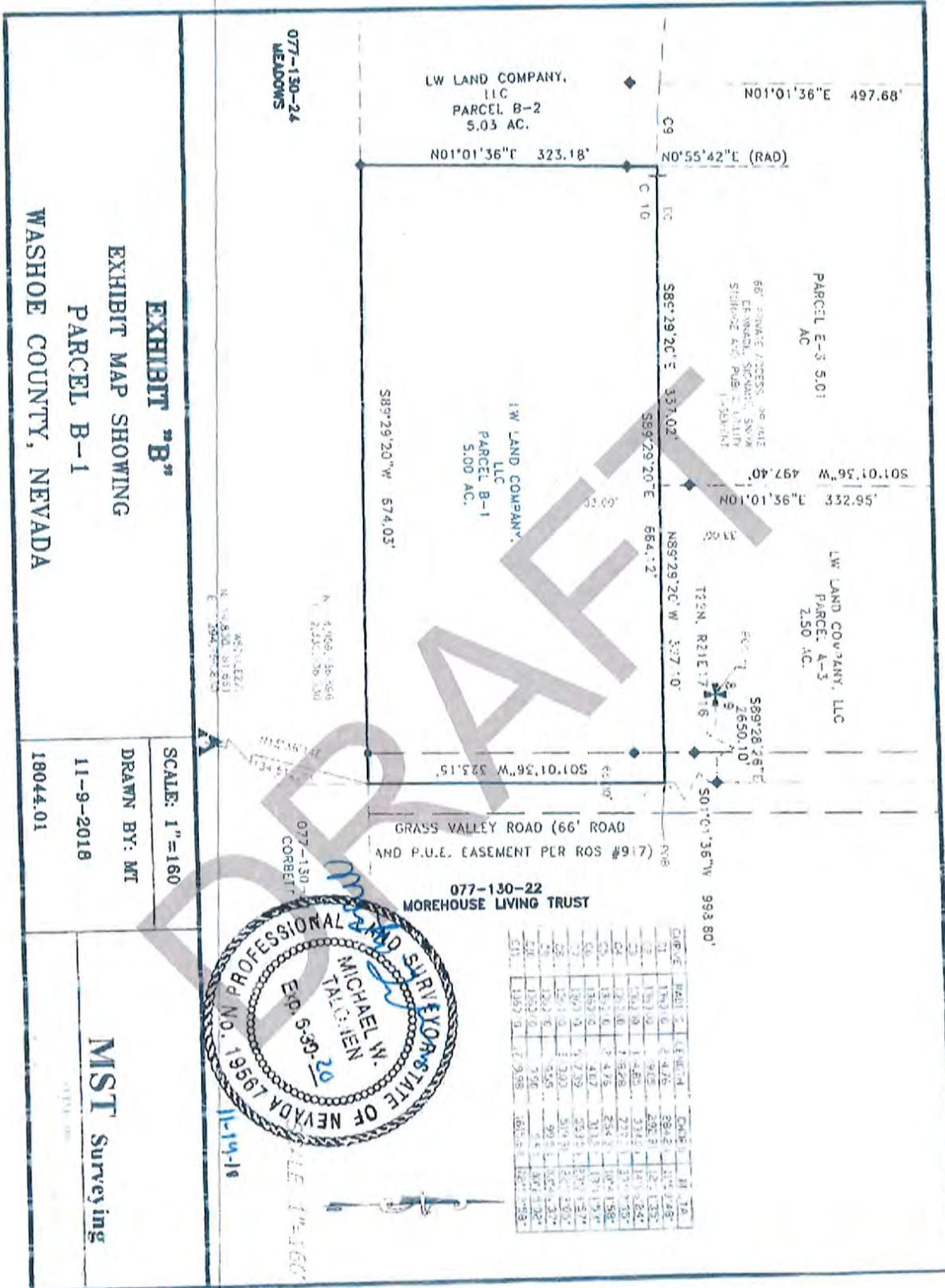












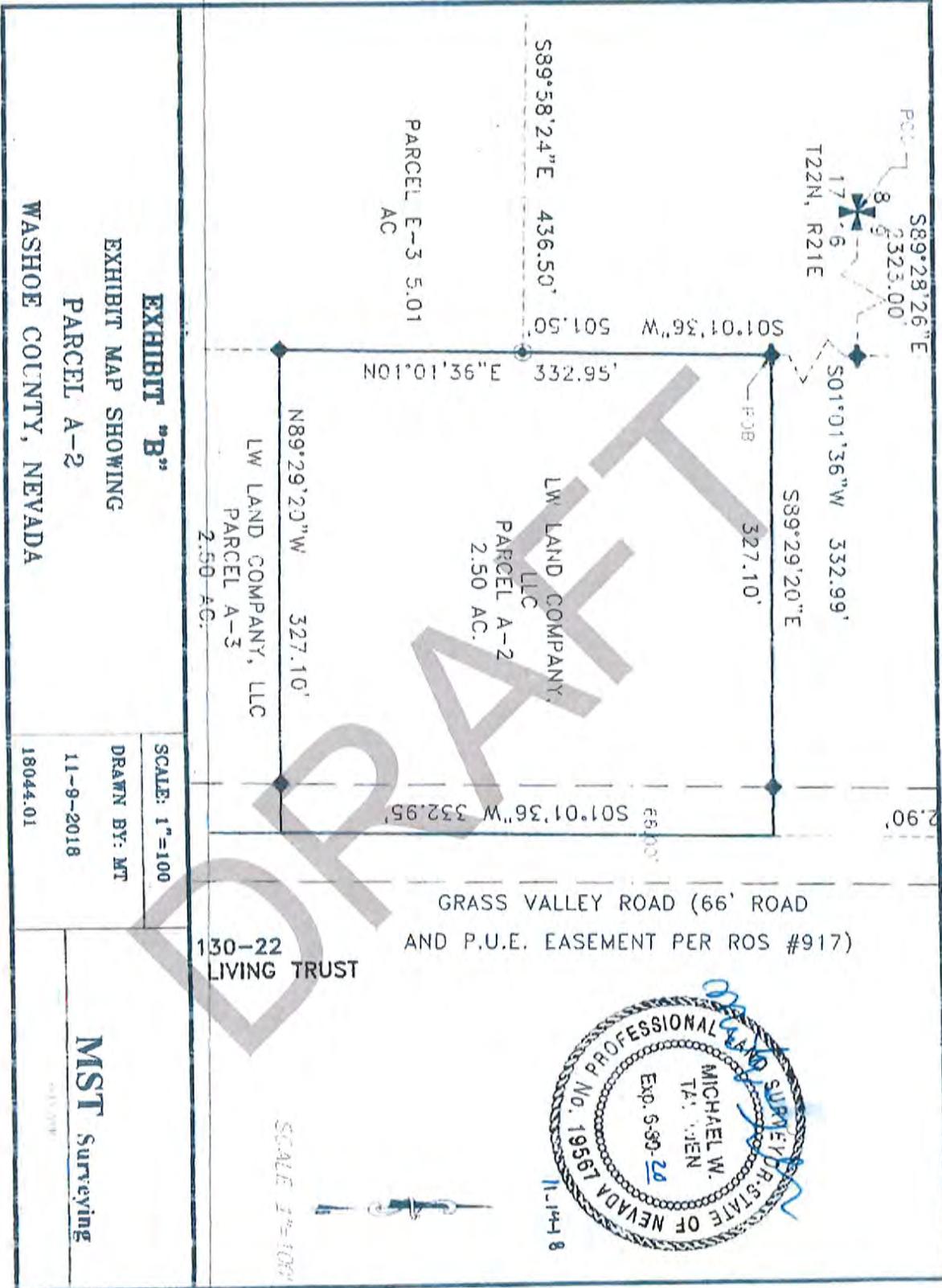
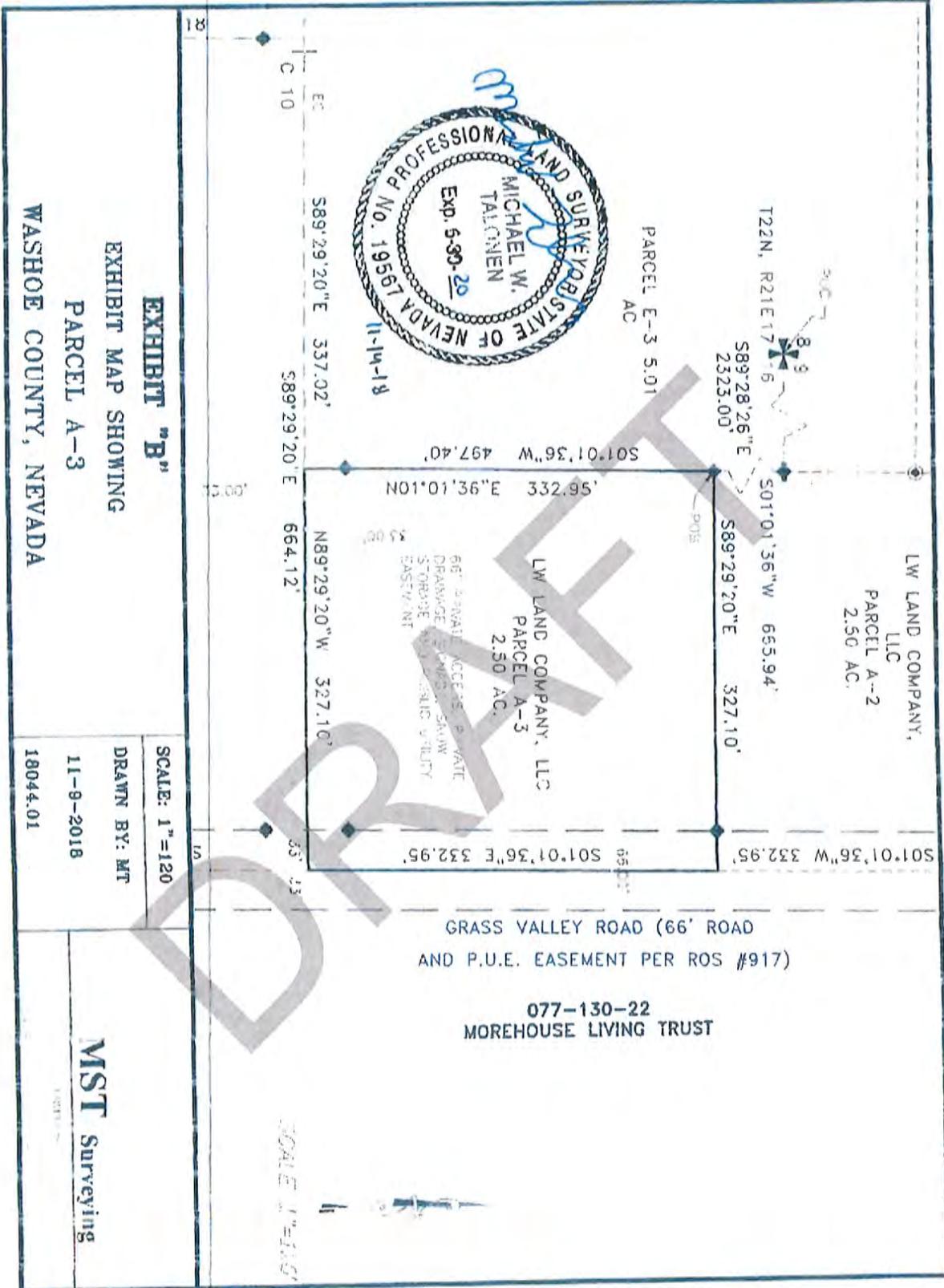


EXHIBIT "B"
 EXHIBIT MAP SHOWING
 PARCEL A-2
 WASHOE COUNTY, NEVADA

SCALE: 1"=100'
 DRAWN BY: MT
 11-9-2018
 18044.01

MST
 Surveying



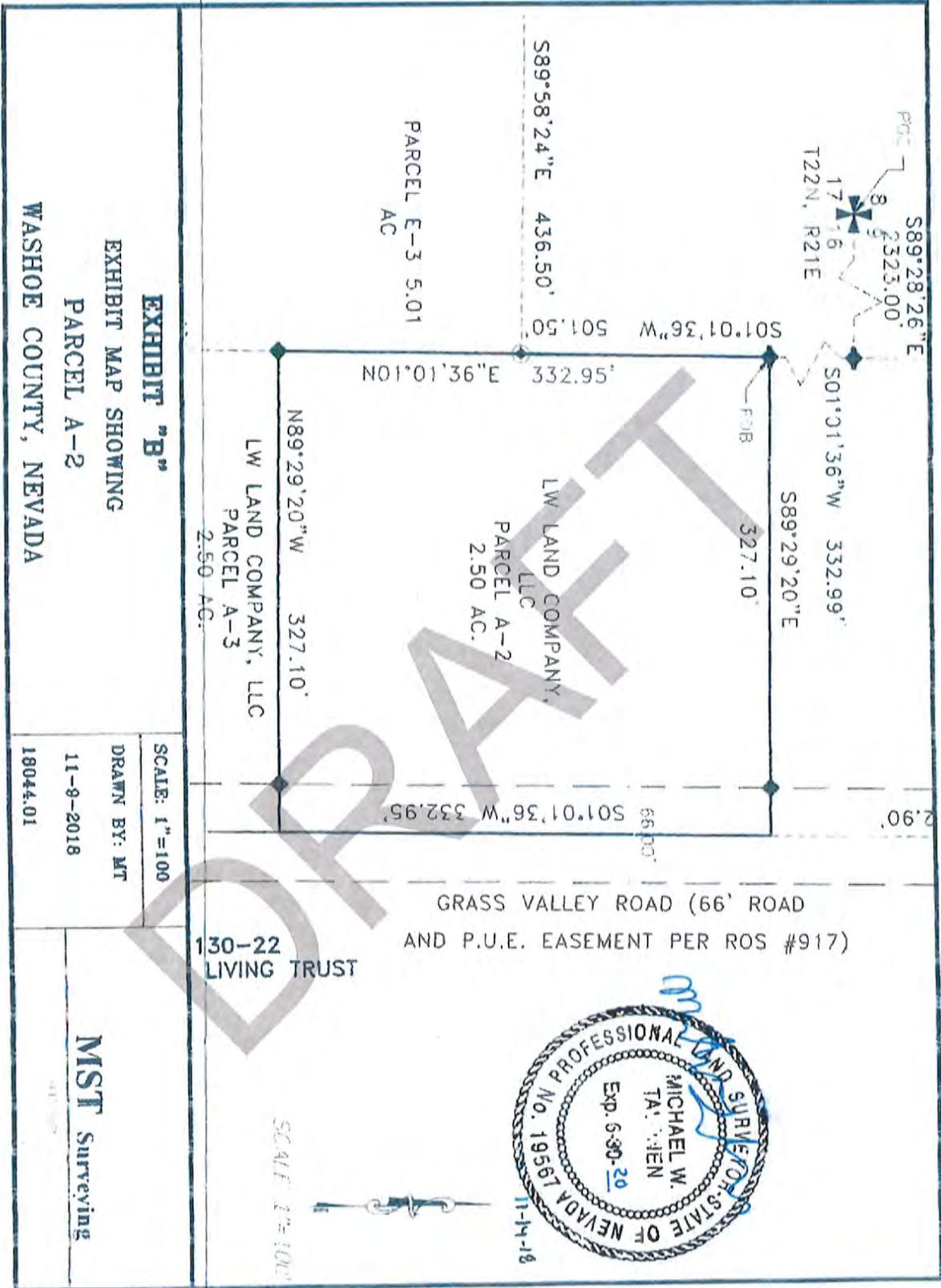


EXHIBIT "B"

EXHIBIT MAP SHOWING

PARCEL A-2

WASHOE COUNTY, NEVADA

SCALE: 1"=100

DRAWN BY: MT

11-9-2018

18044.01

MST Surveying

GRASS VALLEY ROAD (66' ROAD
AND P.U.E. EASEMENT PER ROS #917)

130-22
LIVING TRUST



SCALE: 1"=100'

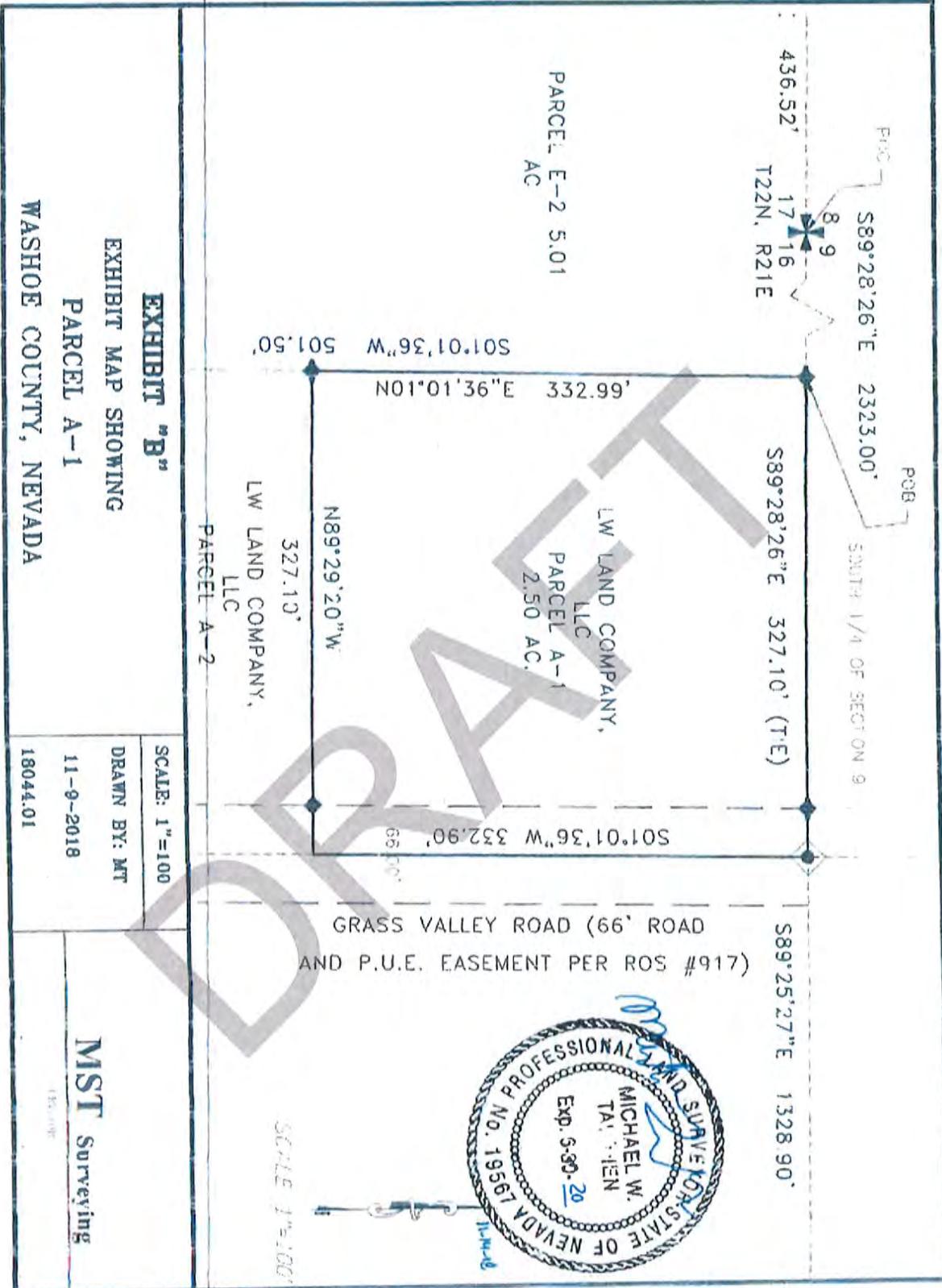


Exhibit C

Development Standards Handbook

DRAFT

Development Standards Handbook
For
Palomino Ranch Estates

Washoe County
APN's
077-130-23

Prepared By: LW Land Company LLC
695 Mile Circle Drive Reno, Nevada 89511
(775)333-0817

Located within the Warm Springs Specific Plan Area/
Palomino Valley

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DRAFT

Development Standards Handbook for

PALOMINO RANCH ESTATES

DEVELOPMENT STANDARDS

Introduction

LW Land Company LLC, the owner of the property Palomino Ranch Estates, is one of the parcels within the Warm Springs Specific Plan (WSSP), (Refer to the Land Use Plan showing the project with in the Warm Springs area in Appendix C) The property is 67.60 acres in size. There will be a total of 15 lots, 3 lots will each be 2.50 acres, with remaining 12 lots will be 5+ acres.(Refer to Vicinity Map and Parcel Map)

Objective

To develop a community that capitalizes on the rural and equine character of the Warm Springs area while utilizing resources efficiently and effectively, and giving consideration to design, marketability, and aesthetics.

Agriculture

The Specific Plan protects existing adjacent agricultural uses from potential development conflicts. The CC&Rs and all final maps shall contain a note of restriction that states, "No formal written or verbal complaints can be filed with Washoe County and no lawsuits or other legal proceedings can be brought against any legal agricultural use." Each purchaser will sign a disclosure statement that reiterates the same information.

Residential Design Guidelines

The purpose of this handbook is to describe the principles, policies, standards, and deed restrictions that will control development of Tumbleweed Estates to ensure that it is built and maintained as envisioned in the master planning process for the Warm Springs Specific Plan area.

Lot Concepts Standards

The individual lot concepts are designed to promote the rural character of the Warm Springs Valley. The lots have designated building envelopes, transition zones, and required open space. Where there is a difference between what is illustrated in the Individual Lot Concept Plans and what the text states, the plans shall take precedence over the text. (Refer to the Individual Lot Concept Plans, pages 4-5.)

Building Envelopes

The building setbacks from the street vary to provide a more rural atmosphere to the streetscape. All lots have an established building envelope as defined by the Individual Lot Concept Plans. Building side and rear yard setbacks shall conform to current Washoe County Code requirements.

Buildings may be located anywhere within the designated building envelope. All buildings, structures, or storage of any type will be confined to this area on each lot.

A landscaped/irrigated zone with a minimum depth of 30 feet is required around all dwellings. This landscaped/irrigated zone must utilize fire retardant/resistant landscaping. For additional fire protection, the landscaping within the building envelope should be thinned and maintained so as not to present a hazard to the homeowner or adjacent property owners.

The landscaped/irrigated zone may encroach into the transition zone. All disturbed areas within the building envelope that are not landscaped, will be revegetated with a combination of native shrubs, grass, and wildflower seed mixtures specified in this document. The relationship between building envelopes is designed to provide an open space corridor and to provide necessary space for additional possible division of the property. (Refer to the Individual Lot Concept, Figures 1-A through 3-A pages 4-14.)

Transition Zone

The designated transition zone portion of the lot provides an extension of usable yard area but does not permit structures. The zone provides a transition from the open space to the developed portion of each lot. The only fencing that shall be permitted within the transition zone is Open Ranch Style Fencing, White Rail PVC Fencing, or temporary painted-metal panelized fencing. The landscaping for the transition zone has been considered under and is incorporated into the Water Allocation. Horses and 4-H animals are limited to the transition zone and building envelope unless pasture has been provided by securing the requisite water rights.

Open Space

Please see Plate 9 map, Appendix D, which shows the proposed open space, trails and the golf course in the Warm Springs master plan.

The designated open space portion of each lot will be left undisturbed. All open space areas shall be maintained by the individual property owner. These open space corridors are designated to protect the existing, rural character of the valley. Open space areas may continue existing, established agricultural or ranching uses and are exempt from the limitations imposed by the section on "Animals" later in this Development Standards Handbook.

No use of motorized vehicles, other than vehicles actively engaged in ranching or farming activities, is allowed within the designated open space areas. Open space corridors may be utilized as a non-motorized trail system for equestrian use. The only fencing that shall be permitted within the open space area is Open Ranch Style Fencing, White Rail Synthetic Fencing, or temporary painted-metal Panelized Fencing. Water rights, in accordance with the Optional Water Usage Landscape (see page 20 under Water Allocation), must be purchased for maintenance of pasture for animals enclosed within the open space. The open space in the Warm Springs Specific Plan shall be left in natural vegetation or agricultural use. If disturbed, it shall be reseeded as specified in the section on Revegetation of Open Space/Drainage ways. Plant selection should include only drought tolerant and low water demand material (refer to plant list in Appendix A). These attributes contribute to the decreased average annual residential water demand that is mandated for implementation of the Warm Springs Specific Plan.

View sheds

The proposed building envelopes, as illustrated by Figure 1-A, page 4, Figures 2-A, page 5, and by 3-A, page 11, are staggered and setbacks are increased to afford views and vistas from each building envelope to the surrounding valleys and mountains.

Architecture

All buildings must incorporate an architectural theme or identity that is complementary and compatible with the Warm Springs Specific Plan area and its surroundings. All building plans shall be submitted to the WSSP Architectural Review Committee to ensure this policy is enforced in a way that encourages creative design. No mobile homes are allowed except for construction purposes. To enhance the development and maintain the rural character, buildings and structures shall adhere to the following guidelines. (Refer to Conceptual "Western Ranch" Theme Home, Figures 8a and 8b page 20.)

Exterior Walls and Trims

Building materials must support the "western ranch" theme and be approved by the WSSP Architectural Review Committee. Exterior siding and wall colors must be earth tone and harmonize with the surrounding landscape. No gloss finishes are allowed.

Large unbroken expanses of the same wall material shall be avoided. Trim shall be used on all exterior walls to create highlight and shadow. All reflective material (e.g., chimney stacks, flashings, exhaust vents and pipes, etc.) must be painted to match or blend with surrounding materials.

Figure 1-A
Lot Concept for 2.5 Acre Parcels

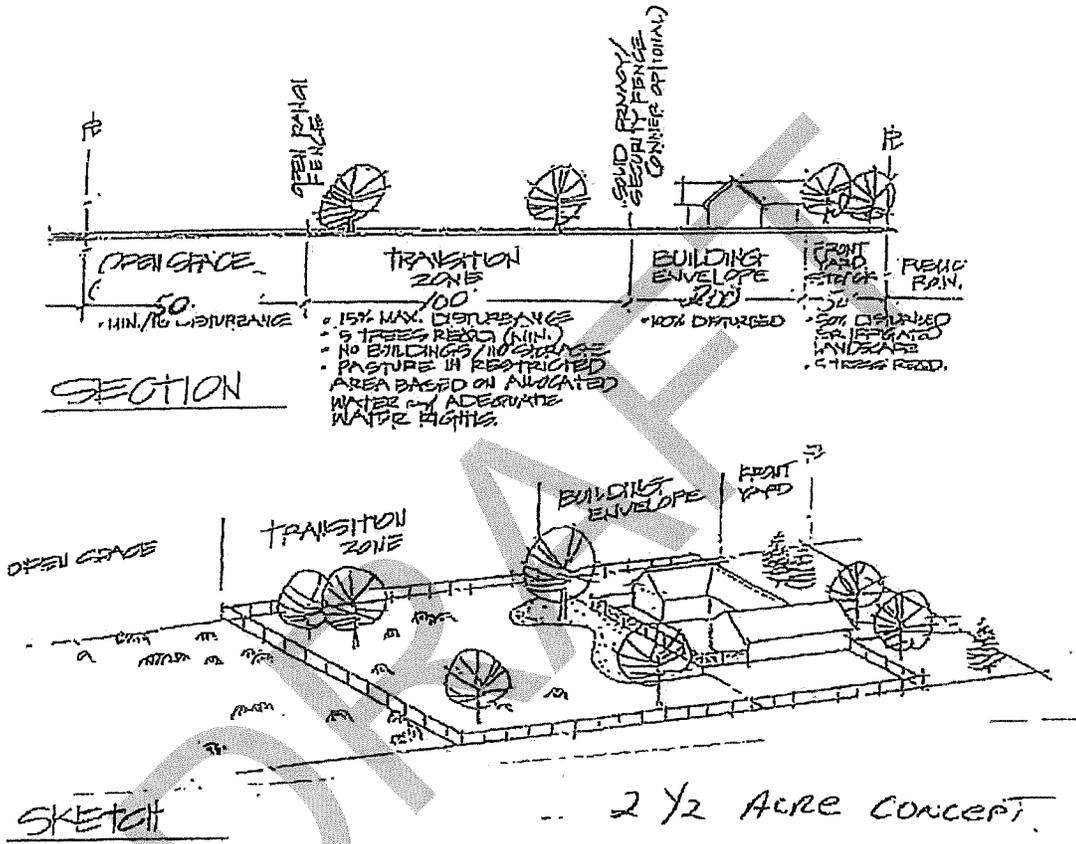
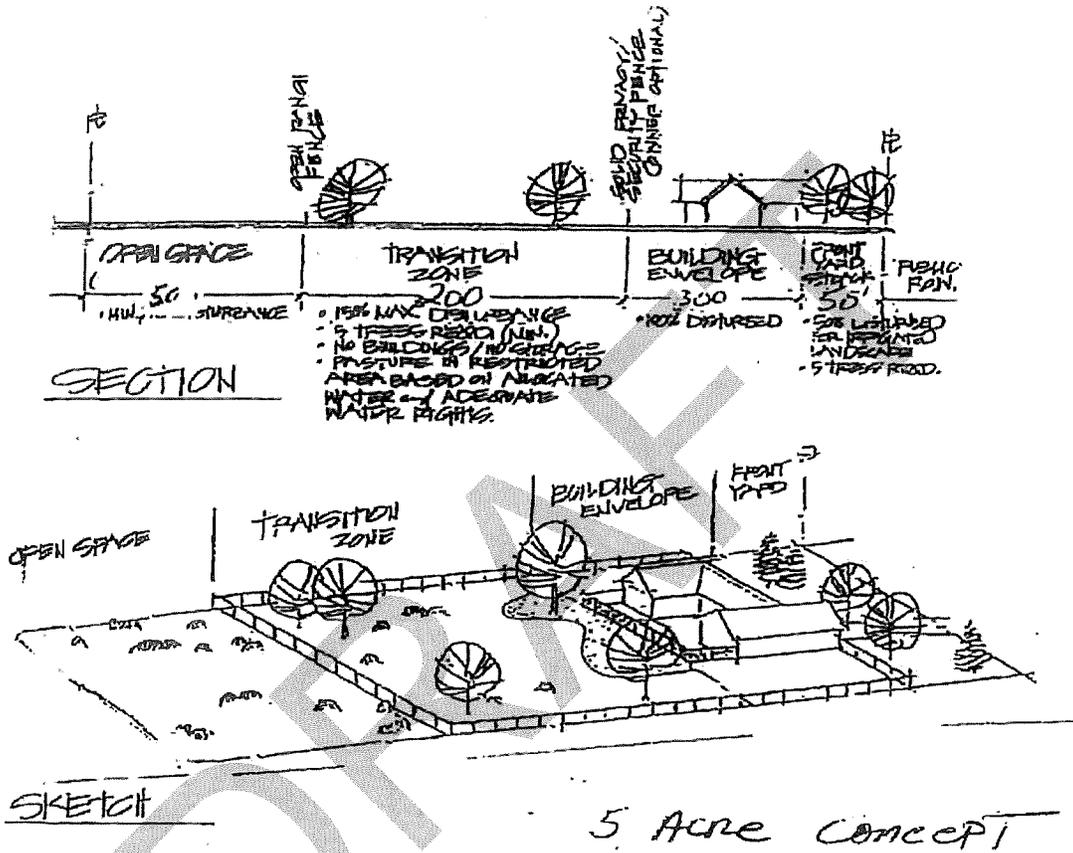


Figure 2-A

Individual Lot Concept for 5(+) Acre Parcels



Roofing

Roofing materials shall be earth tone and of a color that harmonizes with the surrounding area and color scheme of the structure. To support an architectural theme consistent with the Warm Springs Specific Plan, building materials for roofs shall be limited to slate, concrete tile, or architectural composition, extra-dimensional 30-year roofing. Flat roofs shall not be allowed. Metal non-reflective and colored roofs may be permitted with Architectural Review Committee approval. All reflective material (e.g., chimney stacks, flashings, exhaust vents and pipes, etc.) must be painted to match or blend with surrounding materials.

Building Heights

To promote an architectural theme consistent with the Warm Springs Specific Plan, single story homes are encouraged, but all homes shall be limited to two stories and, in accordance with Washoe County Development Code requirements, 35 feet in height. (Refer to Conceptual "Western Ranch" Theme Home, Figures 8a and 8b, page 20.)

Completion of Construction

Construction of any improvement, once commenced, shall be pursued diligently to completion within 18 months of commencement. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within a reasonable period shall be deemed nuisances. The Homeowners Association may remove any such nuisance or repair or complete the same at the cost of the owner provided the owner has not commenced required work within thirty (30) days from the posting of a notice by the Homeowners Association to commence such work upon the property. Such notice shall state the steps that will be taken to eliminate the nuisance.

Miscellaneous Animals

No more than four (4) Horses or 4-H animals, limited to cattle or sheep, will be allowed. Such animals will only be permitted within the building envelope and transition zone unless additional water rights are acquired for pastureland within the open space. Adequate ground cover to eliminate dust and prevent erosion shall be maintained at all times. As many as four (4) customary household pets are allowed provided they are not kept for commercial purposes and are kept reasonably confined so as not to become a nuisance. Horses, animals, and household pets shall not unreasonably interfere with the comfort, privacy, or safety of other properties. Animals shall be kept in accordance with Washoe County rules and regulations. The homeowners association shall have the authority to determine whether the animals unreasonably interfere with the comfort, privacy or safety of other properties.

Homeowners may provide irrigated pasture as an exercise area or for supplemental feed in which the animals may be kept when not stabled or corralled. Livestock may be considered an optional use for water allocated for landscape use. Pasturelands for animals will require additional water rights to be dedicated to Washoe County. Irrigated pastures require additional water rights at 4 acre-feet/year per acre. 1-1/4 acres of irrigated pasture would require the dedication of a total of 5 acre-feet of water. (Refer to Optional Usage Water Consumption Table A &B, pages 30-31 in the Landscape/Irrigation Section.)

Travel Trailers, Motor Homes, and Boat Storage

Travel trailers, motor homes, other recreational vehicles, or boats and trailers may only be stored within the building envelope. This may occur either within enclosed structures or in the side or rear yards if such yards are completely screened from any street, lot parcel, or open space area and the minimum distance from the screening material maintains the zoning requirements for that yard. Screening shall be consistent with the designated neighborhood privacy fence. (Refer to Figure 5 page 19) The architectural review committee will approve all fencing material.

Utilities

All individual services to each unit for all lot sizes shall be underground from the neighborhood service line. All on site utility lines to outbuildings, detached accessory structures, pump houses, etc., shall be underground.

Mailboxes

Individual property owners will not have US Mail delivered to their property. The Post Office has community mail boxes located at Grass Valley Road and Whiskey Springs Road 1/2 mile from proposed project. Per the post office if needed more community mail boxes will be put in place at that location.

Garbage and Refuse Disposal

There shall be no burning of trash, garbage or other like household refuse, nor shall any property owner accumulate on their lot junked or unsightly vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.

Concealment of Fuel Storage Tanks and Trash Receptacles

Fuel storage tanks, limited to propane or heating oil and every receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street, lot, parcel, or open space except at the times when refuse collections are made.

Antennas

Satellite dishes and home radio antennas shall be screened from view from any adjacent parcels, streets, or open space by locating in side or rear yards behind screen fences at a minimum. Screen fences for this purpose shall maintain the minimum distance from the screening material to that yard property line that meets the zoning requirements.

Nuisances

No noxious or offensive activities, odors, or nuisances shall be permitted on any lot or parcel in the development. No refuse, animal manure, unsightly or abandoned vehicles, debris, noxious materials, discarded personal effects, and construction materials not for immediate use shall be permitted on any lot or portion thereof. It is incumbent upon all property owners to maintain their lots and yards in a neat, orderly, and well-manner, whether said lots are vacant or improved. The Homeowners Association shall be responsible for timely enforcement for this provision.

Conservation

All building construction shall utilize methods of energy conservation and the use of low water demand features. Table 1 provides a list of recommended and mandatory energy and water conservation features, which will be incorporated into the building construction.

TABLE 1
CONSERVATION FEATURES

Mandatory Conservation Features
Water saving fixtures, showerheads, and toilets.
Dual glaze 1/4" air space windows and sliding glass doors.
Thermostat setback times.
Recommended Conservation Features
State-of-the-art water saving appliances such as washing machines and dishwashers.
The use of trash compactors to limit the use of garbage disposals in sinks.
Passive solar design.
Solar water heater.
Zoned heating controls.
Plumbed gray water storage and distribution for irrigation of landscaping. ⁱ

ⁱ Upon approval of the Washoe County District Health Department.

ⁱⁱ More information may be obtained from the Passive Solar Industries Council, 1090 Vermont Avenue, Suite 1200, Washington D.C. 20005, (202) 371-0357.

Building design and orientation shall be considered in conservation of energy. All buildings will be designed and oriented to benefit from passive solar heating if practicable. Passive solar construction guidelines and energy conservation measures for Northern Nevada are available through the Sierra Pacific Power Company. ⁱⁱ

Homes will be designed to utilize the following minimum guidelines of energy conservation in site and architectural design. Simple alterations in building design can enable the use of the sun, wind, landform, and vegetation to provide for supplemental heating, cooling, and insulation for a structure.

Energy Conservation Guidelines

All buildings should be located and oriented to benefit from passive solar heating. The desirable exposure is towards the south, southeast, or southwest. The simple east-west orientation of a rectangular building in northern Nevada has been found to reduce energy consumption by 40%. Site development should use plant materials and landforms to enhance energy conservation. Coniferous trees planted along the windward side of the property can act as a windbreak to deflect winter winds. Shrubs and trees planted against the structure can help to insulate the building. Deciduous trees planted on the south side of the structure will shade the building during the summer and enable sun to penetrate during the winter. The creation of earth berms on the windward side can reduce heat loss due to wind and help to insulate the structure. (Refer to the Minimum Landscape Elements - Figure 3-A page 11) The structure should be designed to keep energy needs for heating and cooling to a minimum. Passive energy conservation measures include the following:

- Good insulation.
- Location of active living spaces on south side
- Location of closets, mud-room, garages, or storage space on north and east sides
- Air-lock entries
- Concentration of windows on south side
- Reduction in number and size of openings on north side
- Maximum use of double-glazing
- Building overhangs to shield windows from summer sun and to admit winter sun
- Use of paved surfaces, rock or masonry on south side to absorb radiation

Active solar energy systems shall be permitted if the solar panels are integrated into the architectural design. If not integrated into the roof or body of the structure, they may not be placed on the roof and they must be screened from public view.

Domestic Water Allocation

The Warm Springs Specific Plan mandates compliance with a per lot water allocation. The designated water allocation for this project is 1.12 acre-feet/year per lot, which is equivalent to 364,896 gallons per year. Domestic water use for the average household is 70,260 gallons per year and landscape water use is at a minimum of 75,208 gallons per year. This leaves 217,428 gallons of water for selection of optional landscape elements. Livestock pasture irrigation may require dedication of additional water rights beyond the 1.12 acre-feet/year. Each lot owner is required to incorporate the following list of minimum required landscape elements into their landscaping. No less than 50% of the required landscaping shall be oriented to the front yard of the lot.

The plant selection includes only drought tolerant and low water demand material. Those aspects of the permitted plants contribute to the decreased average annual residential demand for water that is mandated for implementation of this plan.

The landscaping and irrigation plans must be submitted to the Architectural Control Committee for review and approval. This should be done at time of building permits for structures but may also be done separately.

The minimum landscape elements for each lot shall be:

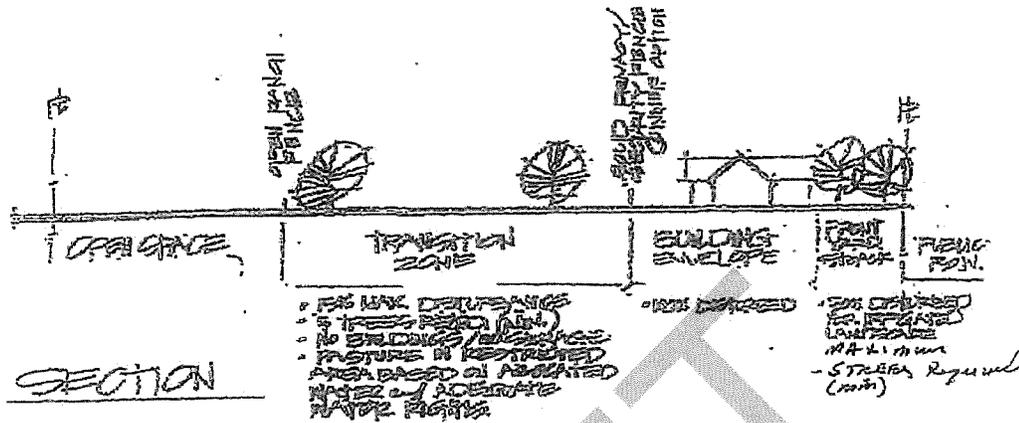
2,000 square feet of lawn area. Half of which can be in the rear yard.

5 evergreen or deciduous trees within the front yard setback (1 must be a specimen tree, (15 gallon minimum); 5 deciduous or evergreen trees within the building envelope (15 gallon minimum); 12 evergreen shrubs (1 gallon minimum); and 12 deciduous shrubs (1 gallon minimum.)

A minimum of five (5) trees are required within the front yard(s) as defined by Washoe County Code. Plant material per neighborhood, should be kept similar to strengthen neighborhood unity and identity. (Refer to Figure 3-A, page 11)

For a list of suggested shrub/groundcover and trees for home owner review, see Appendix A.

Figure 3A
Minimum Landscape Elements for each lot



The required landscape elements, plus the estimated domestic water use, utilize approximately 147,468 gallons per year. 217,428 gallons per year remains for optional use.

Table 2
Residential Water Usage- Gallons Per Year

Lot	Allocated Water	Domestic Use	Required Landscaping	Total	Residential/Optional Available
+/- #of> acre s ⁶	1.12 AFY or 364,896 gal.	70,260 gal.	77,208 gal.	147,468 gal.	217,728 gal.

Table 2A provides a list of optional water use estimates for differing types of landscaping. These may be used in any combination on any lot provided the water allocation per lot is not exceeded. The intent is to mandate compliance with the designated water allocation while at the same time providing alternatives to permit variety in individual landscape designs. The plant selection includes only drought tolerant and low water demand material. Those aspects of the permitted plants contribute to the decreased average annual residential demand for water that is mandated for implementation of this plan.

Selection of materials should contain a mixture of plants with fast, medium and slow growth rates and a variety of sizes should be planted to provide a more natural appearance.

All surface water drainage ways within the subdivision shall be graded to resemble a natural drainage swale and incorporated in the overall design. There will be no linear, uniform width drainage ways. Drainage ways should be lined with native wildflowers, grasses, shrubs, and scattered rocks and boulders to slow water velocities.

The amount of water required for one acre of pasture irrigation is 4 acre-feet/year. For 1 1/4 acres of pasture, a total of 5 acre-feet/year is required. As many as 5 acre-feet/year per lot of water rights may be permitted through the State Engineers Office. These water rights will be used to irrigate the pasture and/or livestock on each lot.

Table 2A
Optional Landscape Uses - Water Consumption

Item	Quantity	Yearly Water Use
Turf	100 sq. ft.	2,108 gallons
Vegetable/Flower Garden	100 sq. ft.	1,612 gallons (based on 16 week watering season)
Deciduous Shrub	1 each	744 gallons
Evergreen Shrub	1 each	930 gallons
Deciduous Tree	1 each	1,330 gallons
Evergreen Tree	1 each	1,662 gallons
Livestock	1 each	7,300 gallons
Pasture	1,000 sq. ft.	29,645 gallons

ⁱⁱⁱ *The Water Allocation for Pasture applies only when additional water rights have been purchased from a private party and transferred to the receiving parcel by the State Engineer.*

As long as no more than 1,800 gallons per day are utilized, additional optional landscaping may be installed. The total utilization does not equal 364,896 gallons due to the fact that much less water is used during the winter months. (Refer to Optional Landscape use Table 2-A)

Additional information on the constraints placed upon the use of water and the standards employed are located within the Warm Springs Specific Plan (WSSP) are included with this document as Appendix B, Excerpted and Abridged Information from the Warm Springs Specific Plan.

Maintenance

All plant material and lawn areas shall be kept in healthy condition. Any dead plant material shall be removed and replaced within 30 days.

References

Appendix B includes an abridged excerpt from the Warm Springs Specific Plan that explains the water budget for the hydrographic basin and provides part of the rationale for stringent landscaping and irrigation requirements. The excerpt has been slightly amended from the text of the actual plan to reflect some updates and actions by the State Engineer.

Revegetation of Open Space/Drainage ways

All open space areas, other than those in agricultural use, shall be left in native material.

Areas designated as Open Space that are currently in agricultural use will allow grading. If noxious weeds are in abundance, the owner may employ a weed management plan developed by an appropriate land reclamation specialist. As development occurs and agricultural practices are abandoned, it will be the property owner's responsibility to ensure that these areas will be over-seeded with a native grass mixture as described in Table 3, page 14. A gradual transition of plant material is desired.

The soils and precipitation in Warm Springs Valley greatly reduce plant species available for revegetation. The species selected will survive with no supplemental irrigation water being applied after establishment. After two years there will not be any temporary water to the revegetation. The revegetation seed mix should be tied to the agricultural soils and modified as recommended by the seed company.

Indian Ricegrass must be drill seeded at 3-4 inches below the surface. Pubescent Wheatgrass and Globe Mallow should be drill seeded to a depth of one-half inch below the surface. Kochia and Winterfat should be hydro seeded.

Basin Wildrye (*elymus cinereus*) should be substituted for ricegrass in clay soil areas. Wildrye is not adapted to shallow soils and placement should be monitored. The seed should be drill seeded no deeper than 1/2 inch below the surface. Wildrye will require more supplemental irrigation water than ricegrass during the first year, but once established will survive with no additional water.

Seeding should be completed during late fall. This will assure seed is placed ready to germinate when soil moisture and temperature conditions are ideal the following spring. Temporary above ground irrigation is not recommended but may be necessary in order to establish plants if seed is installed during summer months.

To improve establishment chances, seeded area should be hydro mulched at a rate of 1,000 lbs. /acre with 180 lbs. /acre of tackifier added. Supplemental irrigation water can be applied the first growing season. Irrigation should be light and infrequent. This will promote root development that will be essential once irrigation water is eliminated. Water used for this purpose must be deducted from the given available water. After the system is abandoned, the water may be relocated to other uses.

Table 3
Seed Mix for the Conversion of Agricultural Land

Common Name	Botanical Name	Amount Pure Live Seed
Scarlet Globe Mallow	<i>Sphaeralcea coccinea</i>	1 lb./acre
Indian Ricegrass	<i>Oryzopsis Hymenoides</i>	8 lbs./acre
Immigrant Forage Kochia	<i>Kochia prostrata</i>	2 lb./acre
Winterfat	<i>Eurotia lanata</i>	6 lbs./acre
Pubescent wheatgrass	<i>Elytrigia Intermedia</i>	8 lbs./acre

Irrigation

Irrigation Requirements

Each residential lot will be required to install an irrigation system with automatic controller and back flow prevention device to meet Washoe County/State health codes. The irrigation system shall include an overhead spray system for any turf areas, with uniform head to head coverage and matched sprinkler head precipitation rates. Temporary irrigation systems may be in use for two (2) seasons only. The system shall also include a drain down method for winterization. All trees, shrubs, and ground covers shall be watered with standard controllers allowing each tree, shrub, or ground cover to be watered with individual drip emitters or collectively in groups with micro sprayers.

Landscape and Irrigation Plan Submittal Requirement

Each future homeowner or builder will be required to submit landscape, grading, and irrigation plans to Homeowners Association and the Architectural Review Committee for approval as a part of the building permit application process. The plans shall be prepared by a qualified landscape industry professional, landscape contractor, or a landscape architect.

The landscape plan shall include a site base map prepared to a 1"=20' minimum scale with the house and driveway footprint, property lines, utility locations, etc. This base map must clearly show proposed landscape areas with square footage area calculations to meet the water usage requirement specified in this document. In addition to the above, the landscape plan must include:

- A plant species list keyed to plant locations on the plan. The plant list must include plant sizes and quantities;
- The amount of water calculated for established landscape;
- An indication of surface material(s) in non-landscaped areas; and
- Agricultural soils test results and proposed soils improvement/amendment methods.

The irrigation plan shall be prepared to scale on the same base map as the landscape plan. The irrigation plan must include the following:

- Point of connection to water source;
- Location, type of installation detail of back flow prevention device;
- Remote control valve location, manufacturer's name, product number, size and gallons per minute for each lateral zone;
- Irrigation main and lateral line type, size, and depth of bury;
- Sprinkler head locations, manufacturer's name, product number, nozzle size and number, radius gallons per minute and pounds per square inch (psi) operation rate;
- Drip system valve locations and sizes, lateral line type and location, emitter type, product number, and amount per plan and;
- Controller's manufacturer's name, product number, and installation location.

The grading plan shall be prepared to scale on the same base map as the landscape and irrigation plan. The grading plan must include the following:

- Limits of grading and construction.
- Dust control plan/permit measures required by Washoe County Code.
- Existing and proposed contours, including berming for energy conservation and drainage away from structures;
- Paving or surface treatment for walkways and driveways;
- Location and type of temporary fencing to protect open space and native vegetation from construction traffic; and
- Revegetation of disturbed areas, seeding quantity, and need for temporary irrigation. The revegetation seed mix should be tied to the agricultural soils test and modified as recommended by the seed company.

Maintenance

All irrigation systems shall be maintained in good operating condition. The irrigation system shall be extended to any new plant material at the time of installation.

Within twelve (12) months of completion of the main dwelling unit, each lot or parcel shall be completely landscaped with automatic irrigation systems in place and operating. All landscaping shall be maintained to harmonize with and sustain the attractiveness of the development.

Fencing

General Considerations:

All property from the building envelope to the street shall be kept free and open. Fencing will be consistent within the neighborhood for this development. Wood fencing will be treated with a light or medium brown stain that will increase wood durability. Stains should be consistent in tone on the individual properties but no one property will be required to match exactly with neighbors. Owners are required to keep fencing in good working order and have a well-maintained appearance. The type of fence will be controlled by the Architectural Review Committee.

Solid Wood or Synthetic Material (with the appearance of wood) Privacy Fence:

Privacy fence with a height of up to 6 feet, may be constructed within the building envelope as long as it is limited to the rear of the house. Such a fence may be used in the side yard for screening such features as RV storage area, satellite dishes, trash receptacles, fuel storage tanks, dog runs, or a patio. Otherwise, side yards will not be enclosed with a privacy fence. Fences should tie into a structure or other terminus point. (Refer to Privacy Fencing, page 19 under Figure 5.)

Open Ranch Style Fencing:

May be used in the side and rear yards within the building envelope, transition zone, or open space, may be used to define space and circulation areas or accent gardens and will be limited to no more than four feet in height. (Refer to Split Rail Fencing, page 19 under Figure 7) The fencing should be of a consistent height and end at some transition point such as the house. The fencing may be stained but not painted.

White Rail Synthetic Material Fencing:

This material may be used to enclose pasturelands, stable runs, corrals, and the perimeter of the property other than in the front yard area between the residence and the street. (Refer to White Rail Fencing, page 19 under Figure 6.) White rail PVC fencing may also be constructed within the designated building envelope in substitute for the Open Ranch Style Fencing. Fencing for pasture beyond the limits of the building envelope will not be permitted unless pasture is established and grasses are irrigated in accordance with Table 2A, (page 12). Under this scenario, pasture fencing may be the white PVC rail and the irrigated pasture area should adjoin the building envelope on a least two sides.

Chainlink Fence, Woven Wire, or other wire fence:

This fence material may be used for backyard pet enclosures, vegetable gardens, or swimming pools. (Specialty fences, in accordance with Washoe County Code.) The wire fencing, posts, and rails will be vinyl or plastic coated in a color to harmonize with building colors, or be a dark brown or black. No barbed wire fencing will be allowed.

Exterior Lighting.

The functional objectives in providing exterior area lighting are to illuminate areas necessary for safe and comfortable use. In certain situations, area lighting can add to the aesthetic appeal of a site by highlighting architectural features of a building or illuminating pathways and landscape plantings. In these instances, only the special features of a building or landscape should be illuminated. It should be noted that the standards and guidelines contained in this section address area lighting on individual properties, and not overhead street lighting along public and private rights-of-way.

Standards.

Exterior lights shall not blink, flash, or change intensity. String lights, building or roofline tube lighting, reflective or luminescent wall surfaces are prohibited. Exterior lighting shall not be attached to trees except for the Christmas season. Driveway, walkway, and building lights shall be directed downward. Fixture mounting height shall be as low as possible and appropriate to the purpose. Illumination for aesthetic or dramatic purposes of any building or surrounding landscape utilizing exterior light fixtures projected above the horizontal is prohibited. Seasonal lighting displays and lighting for special events which conflict with other provisions of this section may be permitted on a temporary basis.

Guidelines.

Lighting Design

Exterior lighting should be designed as an integral part of the architecture and landscape and should be located in a manner that minimizes the impact of lighting upon adjacent structures and properties.

Lighting Levels

Avoid consistent overall lighting and overly bright lighting. The location of lighting should respond to the anticipated use and should not exceed the amount of light actually required by users. Lighting for pedestrian movement should illuminate entrances, changes in grade, path intersections, and other areas along paths, which if left unlit, would cause the user to feel insecure. Lighting suppliers and manufacturers have lighting design handbooks that can be consulted to determine fixture types, illumination needs, and light standard heights.

Fixture Design

Exterior lighting fixtures should be simple in design and should be well integrated with other architectural site features.

Structural Lighting

Night lighting of building exteriors should be done in a selective fashion: highlight special recognizable features; keynote repeated features; or use the play of light and shadow to articulate the facade. The purpose of illuminating the building should be to add visual interest and support building identification. Harsh overall lighting of a facade tends to flatten features and diminish visual interest.

Lighting Height

As a rule, the light source should be kept as low to the ground as possible while ensuring safe and functional levels of illumination. Area lighting should be directed downward with no splay of lighting directed off-site. The height of light fixtures of standards must meet Washoe County standards. Lighting should be directed downward in order to avoid sky lighting. Any light source over 10 feet height must incorporate a cutoff shield to prevent the light source from being directly visible from areas off-site. The height of luminaries should be in scale with the setting.

Permitted Land Uses.

High Density Rural

Minimum Lot size 2.5 acres.

Construction of Extension of Grass Valley Road.

Grass Valley Road will be constructed to Palomino Valley General Improvement District standards, for their consideration for acceptance and maintenance.

Figure 5
Privacy Fencing
Example only for home owner review

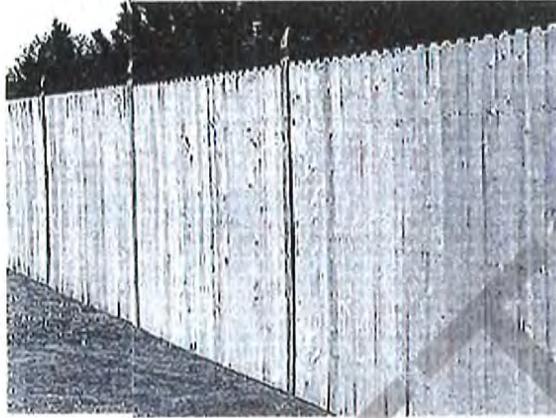


Figure 6
White Rail Fencing
Example only for home owner review

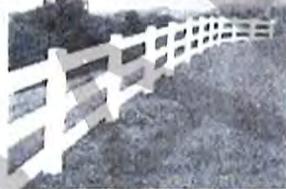


Figure 7
Split Rail Fencing
Example only for home owner review

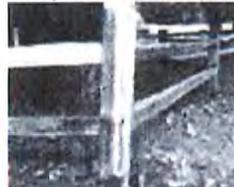
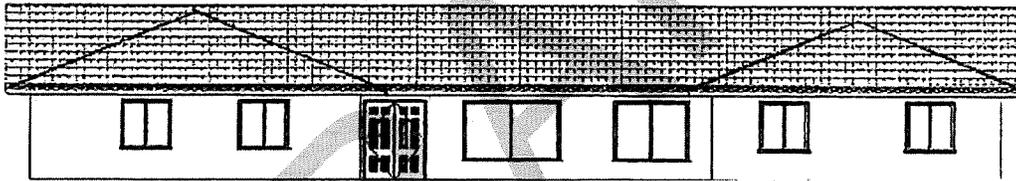


Figure 8a
Conceptual "Western Ranch" Theme Home
(Conceptual only for home owner review)



Figure 8b
Conceptual "Western Ranch" Theme Home
(Conceptual only for home owner review)



APPENDIX A

Suggested Tree List

Common Name	Botanical Name
Russian Olive	<i>Elaeagnus angustifolia</i>
Cherry Plum	<i>P. cerasifera</i>
Globe Norway Maple	<i>Acer platanoides</i> *Globosum'
Arizona Cypress	<i>Cupressus glabra</i> (C. arizonica)
European Mountain Ash	<i>Sorbus aucuparia</i>
Ponderosa Pine	<i>Pinus ponderosa</i>
List compiled from Fact Sheet	88-73, University of Nevada-Reno, College of Agriculture

Suggested Shrub/Groundcover

Common Name	Botanical Name
Silver Mound	<i>Artemisia stellerana</i>
Creeping Cotoneaster	<i>Cotoneaster adpressus</i>
Winged Euonymus	<i>Euonymus alata</i>
Oregon grape holly	<i>Mahonia aquifolium</i>
Snowberry	<i>Symphoricarpos albus</i>
Adams Needle Yucca	<i>Yucca filamentosa</i>
List compiled from Fact Sheet	89-05, University of Nevada Reno, College of Agriculture

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APPENDIX B

EXCERPTED AND ABRIDGED INFORMATION FROM THE WARM SPRINGS SPECIFIC PLAN

WATER BUDGET

INTRODUCTION

The Specific Plan Area (SPA) is within the Warm Springs Valley Hydrologic Basin No. 84, The average annual precipitation in the basin is estimated to be 9.76 inches. There are no perennial streams in the SPA, but intermittent external drainage to Pyramid Lake does exist. The Nevada State Engineer has designated the Warm Springs Valley Basin as an area requiring additional water resource supervision. Various reconnaissance level studies have been conducted to estimate the potential amount of groundwater resources in the basin.

In general, an estimate of the available water resource and the current consumption patterns will be used to identify the total number of residential dwelling units and commercial or quasi-public uses that can be served from the available supply. Land areas have been identified based on the maximum number of residential dwelling units and desired development densities achievable based on the water available to the SPA and the location of existing water rights. The total number of acres assigned to each land use category, with appropriate allowance factors, will provide an adequate base to develop the projected number of residential units at buildout

It is important to recognize that new techniques are being developed to improve in the prediction of safe groundwater yields. The estimates used in this plan will probably be superseded with new information resulting in the need for refined land use allocations. This water budget, therefore, is a useful tool for generating a plan for the Warm Springs SPA, but it should not be considered as the final water budget for the basin.

Specific Plan 3,000 ACRE FEET PERENNIAL YIELD

The position of the State Engineer is that only the Water Resources Reconnaissance Series Report No. 43 can be used to establish the perennial yield for the basin. This report specifies 3,000 acre-feet as the perennial yield. The perennial yield is the amount of water that is naturally replenished when a long-term average is considered.

The following table, Table A-4, establishes the water allocation for the SPA when 3,000 acre-feet is used as the planning perennial yield. The table summarizes the Warm Springs Area Plan Water Budget, and details the allocation remaining for the SPA.

Table A-4

WARM SPRINGS SPA AT 3,000 AFY PERENNIAL YIELD

Residential Development Potential	Number of Units	Quantity /AFY
Equivalent Dwelling Units		
Existing Parcels @ 1.12 AFY	78	87
New Units @ 1.12 AFY at 75%	<u>1,120</u>	<u>1,254</u>
Total Equivalent	1,198	1,341
New SPA Parcels		1,254
Parcels @ 1.12 AFY at 75%	179	200
Parcels @ 0.70 AFY at 75%	<u>1,505</u>	<u>1,053</u>
Total Potential Parcels	1,684	

Residential

According to the current Warm Springs Area Plan, the subdivision of parcels creating new residential lots on individual domestic wells will require the dedication of 2.5 acre-feet/year (AFY) of water rights to Washoe County. The residential section of the budget is based on allocating water available per residential lot on an individual well at 1.12 acre-feet/year. This number is based on a mandatory water conservation program with low water demand vegetation landscaping and low demand water fixtures in the "Warm Springs Area Plan" of the Washoe County Comprehensive Plan dated December 3, 1991, page 5B, paragraph 2 and Action Program WS.4.6.1

The water use calculation is based on the following water consumption elements:

1. Domestic Use

- a. The average per capita domestic water use (not including irrigation), is 77 gallons/person/day. This is based on a non-conserving household. A conserving household using water conservation fixtures will reduce the domestic per capita water use to 60 gpd. Using current technology, ultra low flow fixtures could reduce domestic per capita water consumption to 52 gpd. (Source: "Residential Water Conservation Project, Summary Report" by Brown and Caldwell, June 1984.)
- b. The average household size is projected to be 2.5 persons.
 $77 \text{ gallons/day} \times 365 \text{ days} \times 2.5 \text{ people} =$
 $70,262.5 \text{ gallons/house/year} =$
 $0.216 \text{ AF/house/year}$
- c. A monitoring system will be required to determine actual use and mandate design and allocation changes based on actual use. The monitoring system should include tensiometers on trees/shrubs at sample facility.

2. Landscape Irrigation Use

- a. Lawn Watering

The watering requirements for the Warm Springs area are determined as follows:
Water 0.5" twice per week for 16 weeks; water 0.75" twice per week for 12 weeks during the summer months. For a 100 square foot lawn area, we used the following calculation:

$$\begin{aligned} (-.5 \times 2 \times 16 \times .62^* &= 9.92 \times 100) = && 992 \text{ gallons} \\ (.75 \times 2 \times 12 \times .62^* &= 11.16 \times 100) = && \underline{1,116 \text{ gallons}} \\ &&& 2,108 \text{ gallons} \end{aligned}$$

(*1" of water applied to one square foot surface area = .62 gallons)

b. Trees and Shrubs

The shrub and tree water consumption budget figures were determined using the following method:

The bermed saucer watering area of a mature tree was determined to be 4' diameter (3 for mature shrubs). The area of a 4' diameter saucer equals 12.5 square feet (7 sq. ft. for shrubs). The square footage area was multiplied by two feet to represent the preferred depth of watering to promote deep rooting and resistance to adverse conditions. This number represents cubic foot volume of soil to be watered which is multiplied by the water holding capacity of the soil (1.33 gallons per cubic foot of clay loam soil, Source: "Effectively Irrigating Landscape Trees" by Janet Hartin). The resulting number of gallons represents the amount of water to be applied per watering:

$$\begin{aligned} \text{mature tree (12.5 s.f.} \times 2 \times 1.33 \text{ gallons} &= 33.25 \text{ gallons)} \\ \text{mature shrub (7.0 s.f.} \times 2 \times 1.33 \text{ gallons} &= 18.60 \text{ gallons)} \end{aligned}$$

The watering frequency was determined as follows:

For an evergreen tree or shrubs, water twice per week for the 12 week summer season, once per week for the remaining 16 weeks of the growth season and twice per month for the additional five months of the year.

$$\text{evergreen trees and shrubs (2} \times 12) + (1 \times 16) + (2 \times 5) = 50 \text{ waterings}$$

For a deciduous tree or shrubs water twice per week for the 12 week hot summer season and once per week for the remaining 16 weeks of the growth season. No additional water is required for the winter months.

$$\text{deciduous trees and shrubs (2} \times 12) + (1 \times 16) = 40 \text{ waterings}$$

The per tree water consumption budget figures are then derived by multiplying the amount of water per application times the watering frequency =

$$\begin{aligned} \text{evergreen tree} & 33.25 \text{ gallons} \times 50 \text{ waterings} = 1,662 \text{ gallons} \\ \text{evergreen shrub} & 18.60 \text{ gallons} \times 50 \text{ waterings} = 930 \text{ gallons} \\ \text{deciduous tree} & 33.25 \text{ gallons} \times 40 \text{ waterings} = 1,330 \text{ gallons} \\ \text{deciduous shrub} & 18.60 \text{ gallons} \times 40 \text{ waterings} = 744 \text{ gallons} \end{aligned}$$

We have averaged the yearly water consumption of mature deciduous and evergreen trees to determine the budget amount per tree in our figures (1,496 gallons). The average yearly water consumption of mature deciduous and evergreen shrubs equals 837 gallons.

c. The intent of the plan is to mandate compliance the per lot water allocation while at the same time providing alternatives to permit variety in individual landscape designs. The following chart provides a list of optional water use estimates that can be used in any combination on any lot provided the water allocation per lot is not exceeded.

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Table A
OPTIONAL LANDSCAPE USES - WATER CONSUMPTION

Item	Quantity	Yearly Water Use
Turf	100 sq. ft.	2,108 gallons
Vegetable / Flower Garden	100 sq. ft.	1,612 gallons (based on 16 wee. watering season)
Deciduous Shrub	1 each	744 gallons
Evergreen Shrub	1 each	930 gallons
Deciduous Tree	1 each	1,330 gallons
Evergreen Tree	1 each	1,662 gallons

3. Animal Use

Livestock uses an average of 20 gallons of water per day:

$$20 \times 365 = 7,300 \text{ gallons/animal/year}$$

Per Policy WS.3.1.A, uses such as pastures, require dedication of water rights in addition to domestic rights.

4. Residential Water Use

Residential water usage figures by average lot size are listed utilizing the following water demand figures.

Lawn: The water requirement for lawn areas is as follows:

Water 0.5" twice per week for 16 weeks and water .75" twice per week for 12 weeks during summer months

$$(.50 \times 2 \times 16 \times .62^* = 9.92 \text{ x sq. ft.}) = \text{gallons per 16 weeks}$$

$$(.75 \times 2 \times 12 \times .62^* = 11.16 \text{ x sq. ft.}) = \text{gallons per 12 weeks}$$

gallons total per season

(* 1" of water applied to one square foot surface area = .62 gallons)

Tree: Number trees X 1,496 = gallons per season

1,496 = an average of deciduous and evergreen trees from Table A-8

Domestic Use: Average household gallons per day based on 2.5 persons per household.

a. 2 acre and larger - 1.12 acre feet/year = 364,930 gallons

The recommended limit of lawn area for the 2 – 2 ½ acre or larger lots is 4,000 square feet.

$$9.92 \times 4,000 = 39,680 \text{ gallons}$$

$$11.16 \times 4,000 = \underline{44,640 \text{ gallons}}$$

84,320 gallons

The plan requires five trees per lot:

5x 1,496 = 7,480 gallons
 Domestic use = 70 260 gallons
 162,060 gallons
 364,930 gallons
-162 060 gallons
 202,870 gallons

Optional uses: This leaves 202,870 gallons for selection of optional landscape elements (see Table A for landscaping usage figures).

Table B
RESIDENTIAL WATER USAGE - GALLONS

Lot Size	Water Allocation	Domestic Use	Required Trcees	Required Turf	Total	Residual/Optional Usage
2 acre & larger	1.12 AFY 364,930 Gals.	70,260	7,480	84,320	162,060	202,870

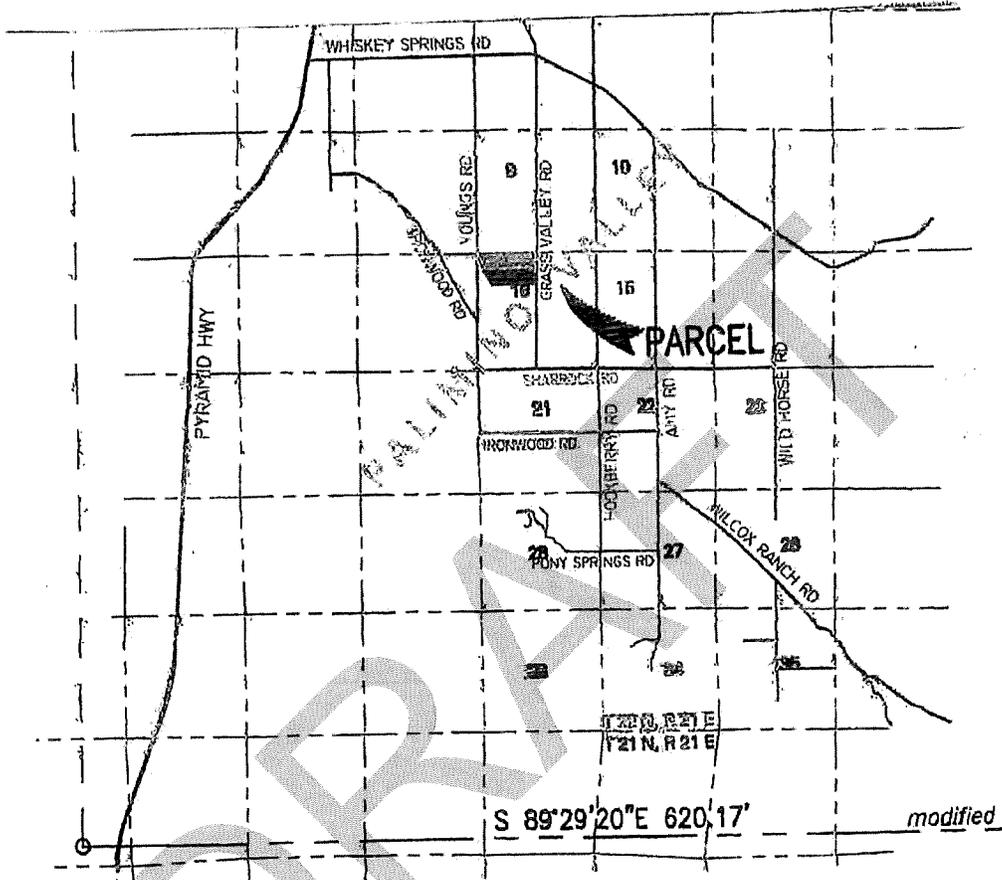
5. Irrigation Requirements

Each residential lot will be required to install an irrigation system with automatic controller and backflow prevention device to meet Washoe County/State health codes. The irrigation system shall include an overhead spray system for any turf areas, with uniform head to head coverage and matched sprinkler head precipitation rates. The system shall also include a drain down method for winterization.

All trees, shrubs, and groundcovers shall be watered a drip system with a separate control clock or a dual program controller. Each tree, shrub, or groundcover shall be watered with individual drip emitters or collectively in groups with micro sprayers.

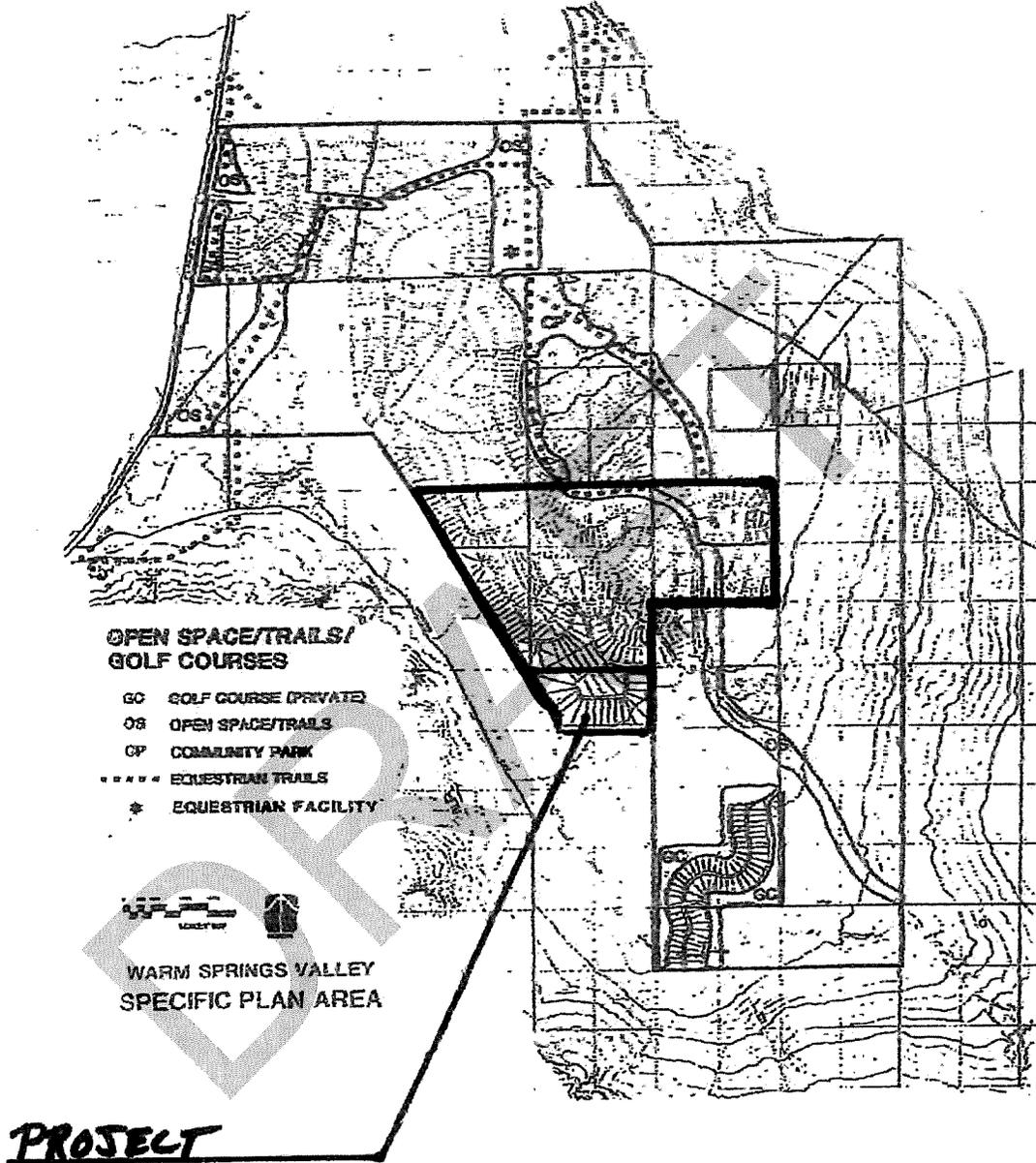
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APPENPIX C

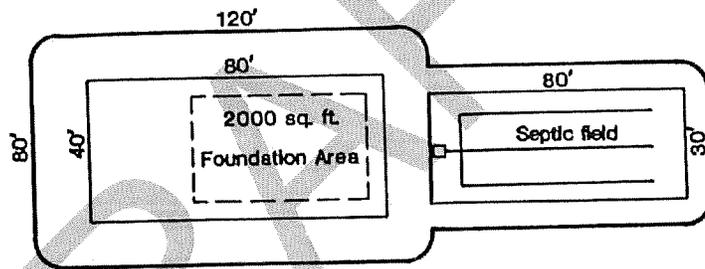
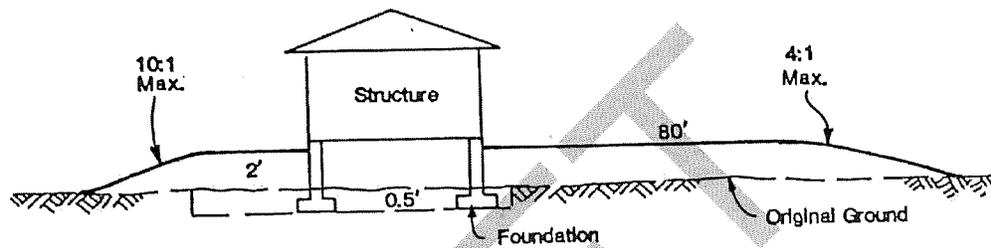


APPENDIX D

Plate 9
OPEN SPACE/TRAILS/GOLF COURSES



APPENDIX E



SCALE: 1"=50' APPROX.

LARGE LOT FLOOD PROTECTION

Exhibit D

CCR's/Road Maintenance Agreement

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WHEN RECORDED RETURN TO:

LW Land Company LLC
695 Mile Circle Drive
Reno, NV 89511

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PALOMINO RANCH ESTATES

This declaration made this _____ day of _____
2017 by LW Land Company LLC, a
Nevada Limited Liability Company, hereafter
referred to as 'DECLARANT'.

WHEREAS, DECLARANT is the owner of that certain real property located in the County of Washoe evidenced by the certain official subdivision map recorded in the office of the County Recorder of the County of Washoe, State of Nevada, on, in Book _____ of Subdivision Maps, at Page _____, and more particularly described as Palomino Ranch Estates and

WHEREAS, DECLARANT desires to impose upon said lots mutual and beneficial covenants, conditions and restrictions under a plan of improvement for the benefit of all owners and future owners thereof.

NOW THEREFORE, DECLARANT hereby declares that said lots, numbered _____ through _____ inclusive, are held and shall be held, conveyed, hypothecated, used, improved and occupied subject to the following covenants, conditions, restrictions, easements and agreements which are imposed pursuant to a common plan and are intended to create equitable servitudes designed to preserve the quality of said land for the benefit of the various owners thereof, their heirs, successors in interest and assigns. To wit:

RESTRICTIVE PROVISIONS

1. Use and Improvements

No buildings, other than one detached single-family private dwelling, private garage for the use of the occupants of such dwelling and a barn or other usual and appropriate outbuildings strictly incident and appurtenant to a private dwelling, shall be erected or maintained on any lots, except that a guest house may be permitted subject to County requirements. No use whatsoever, except in connection with its use and improvement as a site and grounds of a private dwelling as above set forth shall be made of any lot or plot therein and furthermore, no driveway, road, right of way, or any easements for public or private use shall be granted for any reason whatsoever, across or through any lot to any other piece of property without complying fully with County requirements.

2. Temporary Dwellings, Outbuildings and Accessory Outbuildings

No trailers, except temporary contractors' trailers used in connection with construction and not provided for dwelling accommodations, tents, garage or other outbuildings shall be used as a temporary or permanent residence, nor shall any residential structure be moved on to the tract from some other location; nor shall "used" lumber be utilized in the construction of any building, whether it be of temporary or permanent nature, unless approved prior to use by an architectural control committee. No accessory outbuildings shall be erected on any lot prior to the erection of a dwelling thereon. In no event shall any such accessory outbuilding, partially-completed or temporary structure ever be used for human occupancy or habitation.

3. Minimum Building Requirements

The construction of all dwellings on all lots, regardless of size of dwelling, must conform to F. H. A. or better specifications.

On all lots, no dwelling shall be erected or permitted to remain thereon having a ground floor area, exclusive of open porches and garages, of less than 1,500 square feet for a one-story building, or 750 square feet for a two-story building, with the total size no less than 1,500 square feet.

4. Building Setback Requirements

On lots 10,000 square feet or smaller, building setbacks will vary, providing a more rural atmosphere in the streetscape. No building or projection thereof shall be located nearer than 20 feet to any street or driveway access easement.

No building shall be located nearer than 25 feet to any rear lot line. All lots larger than 10,000 square feet will have an established building envelope with a minimum setback of 30 feet.

Buildings may be located anywhere within the envelope; however, all buildings, structures or storage of any type, will be confined to this area on each lot. The size and shape of envelope may vary from lot to lot. The envelopes depth and setback will be related to overall lot size. These established setback lines notwithstanding, no structure shall be located nearer than 100 feet from any perennial stream. Areas within 100 feet of said perennial streams shall be maintained in their natural state. In accordance with fish and game codes, the Department of Fish and Game must be notified at least 30 days prior to any activity that alters a stream. Stream crossings and culvert installations are subject to this code section.

5. Heating and Fireplaces

The use of efficient, non-polluting heating systems shall be encouraged within the SPA Primary heating sources for residences

shall be standard conventional electric or propane gas systems distributing heat through ducts within the home. Applicants who prefer stoves as the major heat source in the home will be encouraged to use pellet stoves. Approved pellet stoves will be accepted as a major heat source within the residence. Wood-burning stoves and fireplace inserts are prohibited as a major heat source. Applicants with standard conventional electric or propane heating systems designed for use as the major heat source within the residence will be allowed the installation of one wood stove as a secondary backup heat system, provided the wood stove meets the new County clean-burning, low-pollution standards. Open fireplaces are prohibited except for gas burning fireplaces which have false logs and are used purely for aesthetic purposes and are not considered a heat source within the residence.

6. Architecture

All buildings must incorporate a "western ranch" theme or identity architecturally, in a manner that is complementary and compatible with the plan area and its surroundings. No mobile homes are allowed except for construction purposes within the SPA. To enhance the development and maintain its rural character, buildings and structures shall adhere to the following guidelines:

- a. Exterior Walls and Trim. Wood, brick, stucco, or stone material finishes are required for all exterior walls. Siding must run one consistent direction on all exterior walls. Exterior colors must be earth tone and harmonize with the surrounding landscape. No true primary or secondary colors are allowed, nor any gloss or semi-gloss finishes. All reflective metal such as chimney stacks, flashings, exhaust vents and pipes, must be painted to match or blend with surrounding materials. All draperies

and window coverings should also be of materials and colors which harmonize with the surroundings. Aluminum windows, door frames, solar panels, and skylights must be bronzed or anodized. Steel windows and door frames must be painted to match or blend with surrounding materials.

- b. Animals. On lots greater than one acre, horses or 4-H animals, limited to cattle or sheep, will be allowed provided they are not adjacent to the center spine road, village center, community facilities center, or school sites. No lot shall have more than two such animals. All other lots may have the usual household pets provided they are not kept for commercial purposes and are kept reasonably confined so as not to become a nuisance. Horses, animals, and household pets shall not unreasonably interfere with the comfort, privacy, or safety or other properties. No lot shall have more than four household pets.

If horses/4-H animals are to be allowed in an area, that area shall be designated on tentative and final maps for those uses, and water rights dedicated to provide irrigated pasture in areas where the animals must be kept when not stabled.

- c. Roofs. Roofs must be constructed of fire-retardant materials.

The use of standard wooden shakes or shingles will be prohibited. Roofing materials shall be restricted to tile, asphalt, fiberglass, fire-retardant treated shakes, or any new fire-retardant roofing materials in use which have pleasing aesthetic values. Roofing materials shall be of a color that harmonizes

with the surrounding area and color scheme of the structure. Flat roofs will be discouraged.

- d. Mailboxes. Architectural structures of natural materials and natural colors shall be provided for grouped neighborhood mailboxes. The grouped neighborhood boxes of 15 or less per site shall be placed at neighborhood entry points, with adequate access from main roadways.
- e. Garbage and Refuse Disposal. There shall be no burning of trash, garbage or other like household refuse, nor shall any property owner accumulate on their lot junked or unsightly vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.
- f. Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel storage tanks and every receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street, lot, parcel, or open space in the SPA, except at the times when refuse collections are made.
- g. Travel Trailers, Motor Homes and Boat Storage. Travel trailers, motor homes (R.V.), or boats and trailers shall be stored within the building envelope and screened from any street, lot, parcel, or open space area by screen fences. If stored in side yards, the minimum side yard shall be 12 feet.
- h. Nuisances. No noxious or offensive activities, odors, or nuisances shall be permitted on any lot or parcel in the development. No refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, or construction materials not for immediate use shall be permitted on any lot or portion thereof. It is incumbent

upon all property owners to maintain their lots and yards in a neat, orderly and well-groomed manner, whether said lots are vacant or improved.

i. Completion of Construction. Construction of any improvement, once commenced, shall be pursued diligently to completion. Improvements not so completed or upon which construction has ceased for 90 consecutive days, or which have been partially or totally destroyed and not rebuilt within a reasonable period, shall be deemed nuisances. The County may remove any such nuisance or repair or complete the same at cost to the owner provided the owner has not commenced required work within 30 days from posting a notice to commence such work upon the property. Such notice shall state the steps to be taken to eliminate the nuisance.

j. Clothes Lines. No clothes lines shall be constructed or erected which would be visible from any street, other lot, or open space.

k. Garage. Every single-family dwelling unit constructed within the SPA shall have on the same lot or parcel enough covered and completely enclosed automobile storage space for at least two automobiles. On one-acre or large lots, garage doors shall be encouraged to face side yards away from streets.

7. Landscaping

Landscape design should fit the particular use and blend with the natural environment. The lot concept limits the area in which a home owner may provide landscaping. The plant material must be selected from a predetermined list incorporated in this plan. The plant selection includes only drought tolerant and low water demand material. These factors contribute to a decreased average annual

residential demand that is mandatory for implementation of this plan.

A specified number of trees are required in the front yard setback and transition zone to provide a "sense of place". Plant material selected from the incorporated list, per neighborhood, should be kept similar to strengthen neighborhood unity and identity.

Selection of materials should contain a mixture of plants with fast, medium, and slow growth rates and a variety of sizes should be planted to provide a more natural appearance.

The use of plants around dwelling units to reduce heating and cooling needs is encouraged. Evergreens along the north and west act as a windbreak to deflect winter winds. Deciduous trees planted on the south around the perimeter of the unit are encouraged to provide summer shade while allowing winter sun. Creation of earth berms to the windward side can also reduce heat loss.

Drainageways should be lined with native wildflowers, grasses, shrubs, and rocks and boulders to slow velocities. They will be graded to resemble a natural drainage swale and incorporated in the overall design. Irrigation of plant material will utilize drip irrigation and other water conservation features as practical. The use of plumbed gray water storage systems will be investigated with the Health Department.

Within nine months of completion of the main dwelling unit, each lot or parcel shall be completely landscaped consistent with the landscape design guidelines and water budget incorporated in this plan. All landscaping shall be maintained to harmonize with and sustain the attractiveness of the development.

8. Fencing

All property lines from single-family dwelling units to the street shall be kept free and open.

A solid privacy fence may be constructed within the building envelope and limited to the rear of the house. Side yards will not be enclosed with a privacy fence in lots larger than 10,000 square feet. Fences shall be constructed of wood or masonry material and no fence will be over six feet in height. Developers will establish a typical privacy fence per neighborhood to promote neighborhood unity.

The transition zone and side yard may be fenced with open ranch style fencing. Fencing will be consistent within all neighborhoods. There shall be no chain link, woven wire or any type of wire fence within the development except for back yard pet enclosures and swimming pools.

9. Public Street and Monument Signs

On public streets the style of signage will be unique to the SPA. It will be uniform in style throughout the area. Subdivision entry signage shall be limited to monument signs of native materials and in conformance with design guidelines set forth in the commercial section of the plan.

10. Exterior Lighting

The functional objectives in providing exterior area lighting are to illuminate areas necessary for safe and comfortable use. In certain situations, area lighting can add to the aesthetic appeal of a site by highlighting architectural features of a building or illuminating pathways and landscape plantings. In these instances, only the special features of a building or landscape should be illuminated. It should be noted that the standards and guidelines contained in this section address area lighting on individual

properties, and not overhead street lighting along public and private rights-of-way.

On public streets, the style of lighting standard will be unique to the SPA. It will be decorative and uniform in style and intensity throughout the area. Lighting shall be directed downward with no splay of lighting directed outward.

a. Standards.

- i. Exterior lights shall not blink, flash or change intensity. String lights, building or roofline tube lighting, reflective or luminescent wall surfaces are prohibited.
- ii. Exterior lighting shall not be attached to trees except for the Christmas season.
- iii. Driveway, walkway, and building lights shall be directed downward.
- iv. Fixture mounting height shall be appropriate to the purpose.
- v. Illumination for aesthetic or dramatic purposes of any building or surrounding landscape utilizing exterior light fixtures projected above the horizontal is prohibited.
- vi. Seasonal lighting displays and lighting for special events which conflict with other provisions of this section may be permitted on a temporary basis.

b. Guidelines.

- i. Lighting Design. Exterior lighting should be designed as an integral part of the architecture and

landscape and located in a manner that minimizes the impact of lighting upon adjacent structures and properties.

ii. Lighting Levels. Avoid consistent overall lighting and overly bright lighting. The location of lighting should respond to the anticipated use and should not exceed the amount of light actually required by users. Lighting for pedestrian movement should illuminate entrances, changes in grade, path intersections, and other areas along paths which, if left unlit, would cause the user to feel insecure. Lighting suppliers and manufacturers have lighting design handbooks which can be consulted to determine fixture types, illumination needs and light standard heights.

iii. Fixture Design. Exterior lighting fixtures should be simple in design and should be well-integrated with other architectural site features.

iv. Structural Lighting. Night lighting of building exteriors should be done in a selective fashion: highlight special recognizable features; keynote repeated features; or use the play of light and shadow to articulate the facade. The purpose of illuminating the building should be to add visual interest and support building identification. Harsh overall lighting of a facade tends to flatten features and diminish visual interest.

v. Lighting Height. As a rule, the light source should be kept as low to the ground as possible while ensuring safe and functional levels of illumination. Area lighting should be directed downward with no splay of lighting directed offsite. The height of light fixtures or standards must meet the County standards. Direct light downward in order to avoid sky lighting. Any light source over 10 feet high should incorporate a cut-off shield to prevent the light source from being directly visible from areas offsite. The height of luminaries should be in scale with the setting and generally should not exceed 10-12 feet.

11. Utilities

All utilities shall be underground on lots less than one acre. Undergrounding shall be encouraged for lots from one to two and a half acres and overhead on lots larger than two and a half acres. All individual services to each unit for all lot sizes shall be undergrounded from the neighborhood service line.

12. Prohibition Against Used Structures

No used buildings or structures, intended for use as a dwelling, shall be placed on any lot.

13. Ditches and Swales.

Each owner shall keep drainage ditches and swales located on his lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his lot as may reasonably be required for proper drainage.

14. Resubdivision or Joinder Lots

No lot shall be further subdivided, unless permitted by the SPA Plan and regulatory zoning category applicable.

15. Drilling and Mining

No drilling, refining, quarrying, or mining operation of any kind shall be permitted on any lot.

16. Television or Radio Antennae and Towers

No television or radio antennae or tower shall be erected or used outdoors, whether attached to a building or structure, or otherwise. The placement of satellite discs shall be screened from view from any adjacent parcels, streets, or open space by locating in rear yards behind screened fences at a minimum. At such time as a community antenna television (CATV) system may be installed to service the development, each lot owner shall pay his proportionate share of standby, installation or service charges made pursuant to the franchise governing such system. This is provided, however, that such charges shall be comparable to those of similar installations in the CATV industry.

17. Failure to Enforce.

The various restrictive measures and provision of this declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in said subdivision and failure by DECLARANT or any other person or persons entitled so to do shall not serve to create any liability or responsibility to DECLARANT for its alleged failure to act. Failure to enforce any measure or provision upon violation thereof shall not stop nor prevent enforcement thereafter or be deemed a waiver of the right so to do.

18. Severability

The various measures and provisions of this declaration are declared to be severable, and the invalidity of one measure or provision shall not affect any other measure or provision.

19. Subordination to Mortgages and Deeds of Trust

Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for

value, but title to any property is subject to this declaration obtained through the sale or satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the restrictions and provisions hereof.

20. Enforcement and Remedy

Each grantee of a conveyance or purchaser under a contract or agreement of sale by accepting a deed or contract of sale or agreement of purchase accepts the same subject to all of other covenants, restrictions, easements and agreements set forth in this declaration and agrees to be bound by the same.

Damages for any breach of the terms, restrictions and provisions of this declaration are hereby declared not to be adequate compensation, but such breach and/or the continuation thereof may be enjoined or abated by appropriate proceedings by the DECLARANT, or by an owner or owners of any other lot or lots in said subdivision. Court costs and attorney fees shall be awarded the prevailing parties of any legal action as deemed appropriate and awarded by the court.

21. Terms of Restrictions

These covenants, restrictions and agreements shall run with the land and shall continue in full force and effect until _____ at which time the same shall be automatically extended for successive periods of five years unless by a duly executed and recorded statement of the then owners of 75% or more of the lots in said subdivision elect to terminate or amend these restrictions in whole or in part. Said declarations of restrictions can be amended or modified at any time when 75% of the owners election to do so, provided however; that said amendment or modification is in compliance with the provisions of the Washoe County Code.

Note:

The following two items will be applicable in the event of an active architectural control committee.

22. Maintenance of Lots

All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the architectural control committee shall have the right, through its agents and employees, to do so, the cost of which shall be borne by the owner. Neither the architectural control committee, nor its agents, employees or contractors, nor the DECLARANT, nor its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work as performed.

23. Real Estate Signs

Professionally prepared signs of customary and reasonable dimension may be displayed on any lot advertising it, together with any improvements located thereon, for sale or lease. All other signs, bill boards, or advertising structures of any kind are prohibited except upon application to and written permission from the architectural control committee.

Note:

The following is an example of the architectural control committee section of the C. C. & Rs. Not all development projects within the plan area will be required to have an architectural control committee. In the event a project does not have an architectural control committee, then applicants will be required to submit an application to the citizen advisory board with definitive design, materials and color combinations for their review and recommendation prior to submittal to the County of Washoe.

24. Architectural Control Committee

- a. General Powers. All improvements constructed or placed on any lot must first have the approval of the committee as

evidenced by the signatures of at least two of the members affixed to the plans submitted. Two sets of plans and specifications shall be submitted to the committee, which plans shall show the location of all improvements, if any, easting upon said lot, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the committee may require, including soil, engineering and geologic reports and recommendations.

b. Committee Membership. The committee shall be composed of three members, to be appointed by DECLARANT, at least one of whom shall be a representative of DECLARANT. Committee member shall be subject to removal by DECLARANT and any vacancies from time to time existing shall be filled by appointment by DECLARANT, or in the event of DECLARANTS failure to do so within two months after any such vacancy, the then majority of the lot owners. The power to appoint or remove Committee members shall be transferred permanently to the lot owners upon:

- i. A lapse of 18 months between the filing of the final map of the development, provided that 90% of the aggregate number of lots of the development have been sold by the DECLARANT; or
- ii. A lapse of three years from the date of Final Subdivision Public Report of the Nevada Department of Real Estate.

c. Grounds for Disapproval. The committee may disapprove any plan of development:

- i. Because of the reasonable dissatisfaction of the committee with grading plans, location of the proposed improvement on a lot, finished ground elevation, color scheme, finish, design, proportions, architecture,

shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or

ii. If, in the judgment of a majority of the committee reasonably exercised, the proposed improvement will be inharmonious with the development, or with the improvements erected on other lots.

d. Rules and Regulations. The committee may, from time to time, adopt written rules and regulations of general application governing its procedures which may include, among other things, required number of copies of plans and specifications: provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove.

e. Variances. The committee may grant reasonable variances or adjustments from the provisions of this declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other lots.

f. Certification of Compliance. At any time prior to completion of construction of an improvement, the committee may require a certification, upon such form as it shall furnish, from the contractor, owner, or a licensed surveyor, that such improvement does not violate any setback rule, ordinance or statute, nor encroach upon any easement or right-of-way of record.

g. Administrative Fees. As a means of defraying its expense, the committee may institute and require a reasonable filing fee to accompany the submission of plans and specifications, to be not more than one-fourth of 1% of the estimated cost of

the proposed improvement, subject to a minimum fee of \$75.00.
No additional fee shall be required for resubmittal.

h. Liability. Notwithstanding the approval by the committee of plans and specification of its inspection of the work in progress, neither it, DECLARANT, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

All covenants, conditions and restrictions herein contained which are required by the County of Washoe may also be enforced by the County of Washoe.

DRAFT

Palomino Ranch Estates

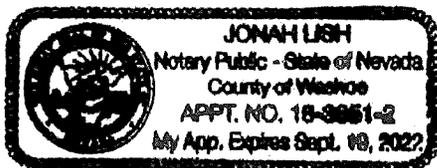
By: Brian Murphy L W LANDS LLC
MANAGER.

[Notary]

State of Nevada
County of Washoe
Signed and sworn to (or affirmed) before me on
11/15/18 (date) by Brian Dale Murphy
(name(s) of person(s) making statement)

(Notary Stamp)

Jonah Lish
(Signature of Notarial Officer)



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DRAFT

PRIVATE ROAD EASEMENT/MAINTENANCE AGREEMENT

Palomino Ranch Estates, Reno Nevada 89510
Washoe County, Nevada

The conditions, terms and covenants expressed in this document shall run with each parcel served by, Palomino Ranch Estates private roads, and shall bind current and successor owners.

1. EASEMENT PURPOSES

The undersigned acknowledge the purposes of the easement on Palomino Ranch Estates private roads are: (a) to provide maintenance of private roads, (b) to provide for ingress and egress to all properties listed in Exhibit A attached, and (c) to serve as a right of way for utility lines, pipes and cables including but not limited to electric, telephone, gas, television, communication, water main, sanitary sewer and appurtenance to the foregoing.

2. BENEFITING PROPERTIES

The properties served by and begetting from use of Palomino Ranch Estates, private roads are each described in Exhibit A attached and made a part hereof.

3. COST OF ROAD MAINTENANCE

Any and all costs associated with maintenance of Palomino Ranch Estates private roads, shall be equally divided and apportioned to each owner of benefiting property described in Exhibit A.

Owners of benefiting parcels may appoint one of the owners to oversee maintenance of the private road. That owner will arrange on behalf of all owners all private road maintenance. The actual cost of the maintenance shall be billed no less frequently than once each year equally to each benefiting parcel owner.

Road maintenance may include but not limited to snow plowing, grading, adding gravel, maintaining drainage ditches, repair and patching of pavement if applicable, replacement of private road signs and any necessary insurance coverage for the private roads.

4. USE OF PRIVATE ROADS

Each owner of a benefiting parcel shall have use of the private roads without any form of interference resulting from actions of any other benefiting parcel owner.

5. ENFORCEMENTS OF THIS AGREEMENT

Any owner(s) of a benefiting parcel on Palomino Ranch Estates has the right to commence an action against any other benefiting parcel owner(s) who may be in violation of this agreement. The conditions, terms and covenants contained in this Agreement shall be binding as the undersigned benefiting parcel owners and their successors or assigns in title.

EXHIBIT A

Owner(s) (Specific Parcel/address)

APN 077-130-23

DRAFT

Exhibit E

Disclosure Statement

DRAFT

DISCLOSURE STATEMENT

Because you are considering the purchase of a parcel of property or a home in the Warm Springs area of Washoe County you need to know about the formal plans and rules that govern your purchase and your use of the property. This Disclosure Statement is required by the Warm Springs Specific Plan (WSSP), which is a formal document adopted by Washoe County for the purpose of planning land development and the public services needed to serve this development.

This Disclosure Statement will not tell you everything you need to know about buying and using property in Warm Springs pursuant to the WSSP. You need to study all documents related to your purchase and legal use of Warm Springs property, which are available from your seller and Washoe County. These documents may include a proposed purchase agreement and escrow instructions, title report, seller's property advisories, the WSSP, the WSSP Development Standards Handbook, the project-specific Development Standards Handbook, a development agreement with Washoe County, and a possible declaration of covenants, conditions, and restrictions. This Disclosure Statement will attempt to summarize some of the major features of the WSSP and its exhibits.

THE WSSP

There are several attachments to this Disclosure Statement, which convey in summary manner some of the major features of the WSSP. They are referred to as exhibits. Exhibit A is a colored map that illustrates all of the land use types and densities currently approved under the WSSP. Exhibit B is a copy of a part of the Washoe County Development Code (Washoe County Code Chapter 110, Article 302), which displays the legal and illegal uses of both your property and neighboring properties. Exhibit C is a copy of another part of the Development Code (Article 304), which describes the use types set forth in Exhibit B. Exhibit D is a copy of a part of the County's Area Plan Regulations for the Warm Springs Area (Article 226 of the Development Code).

It is important that you study these exhibits at a minimum and understand what you are allowed to do with your property. Your property is within the area that has been outlined on Exhibit A, and your signature on this Disclosure Statement ensures that you were informed of all land uses permitted on and adjacent to your property as well as within the entire Warm Springs Specific Plan community. Please note that you are agreeing NOT to file any written or verbal complaints or any lawsuits or other legal proceedings regarding any existing legal agricultural uses.

WARM SPRINGS AREA PLAN UPDATE

Washoe County is conducting this year of 2006 a review and update of the formal area plan for the general Warm Springs area ("Area Plan"), of which the WSSP is a part. This update may produce significant changes to the WSSP this year, including possible updated fees and schedule, different development vision, and altered infrastructure needs and financing structure. A few of these possible changes could apply to you now and require certain actions or payments. This is all discussed in the development agreement entered into by your developer/seller and Washoe County, a copy of which is attached as Exhibit E. Please read it now.

DEVELOPMENT AGREEMENT

Exhibit E is the referenced development agreement. It controls what may happen to and on the property you are buying or have bought. It requires, among other things, certain appearances to your home and landscape, the payment of certain fees (which your seller may or may not have satisfied), and your possible participation in a homeowner's association as well as special assessment or general improvement districts. Please study this agreement.

HANDBOOK FOR DESIGN

All development within the WSSP community must satisfy the minimum criteria established in the WSSP Development Standards Handbook as well as the more specific criteria set forth in the project's specific development standards handbook created by the developers of the project in which you may be purchasing property. These two handbooks are intended to provide future homeowners and businesses with design guidelines to be followed to conserve natural resources, primarily water supply, enhance the quality of the community, and ensure long-term design consistency and land use consistency, as

Passage and Effective Date

Proposed on _____ (month) _____ (day), 2019.

Proposed by Commissioner _____.

Passed on _____ (month) _____ (day), 2019.

Vote:

Ayes: Commissioners _____

Nays: Commissioners _____

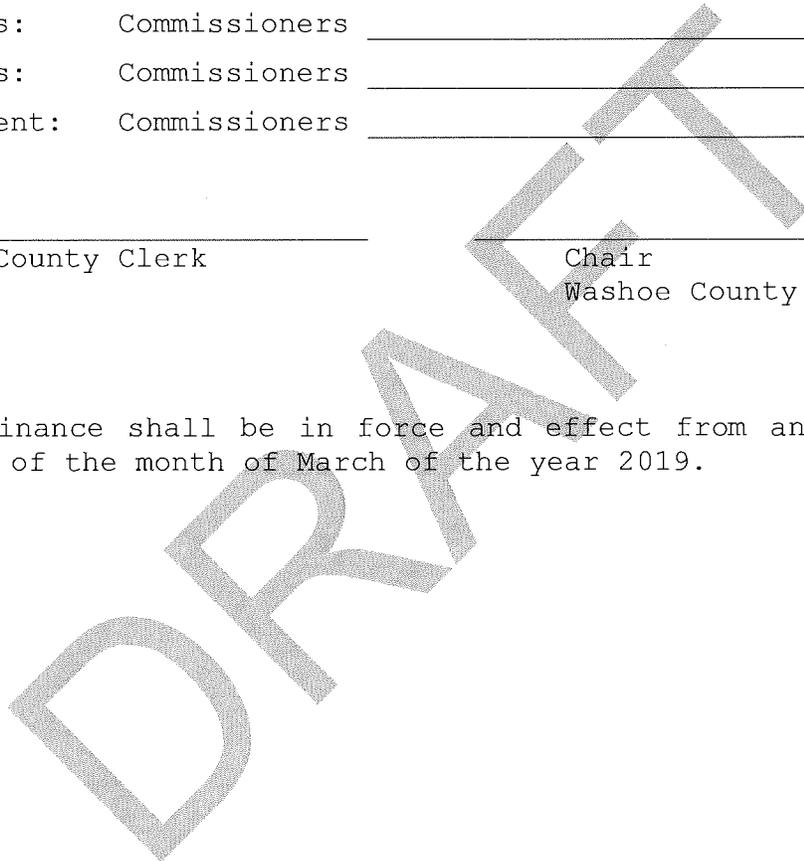
Absent: Commissioners _____.

ATTEST:

County Clerk

Chair
Washoe County Commission

This ordinance shall be in force and effect from and after the 29th day of the month of March of the year 2019.



Attachment D: Agency Comments

From: Holly, Dan
Sent: Friday, December 21, 2018 11:52 AM
To: Olander, Julie
Subject: Development Agreement as required by the Warm Springs Specific Plan at WSSP.8.1 to utilize the land use designation specified on the Warm Springs Specific Plan – Land Use Plan for:

Julie: I have reviewed the above referenced parcel map and have found no issues related to building. Thank You,



Dan Holly

Plans Examiner Supervisor, Planning and Building Division | Community Services Department

dholly@washoecounty.us | Office: (775) 328-2027

1001 E. Ninth St., Bldg. A, Reno, NV 89512



From: [Coon, Don](#)
To: [Pelham, Roger](#)
Subject: RE: December agency review comments
Date: Monday, December 31, 2018 9:21:56 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Roger,
TMFPD has no comments to add to the discussion on the Development Agreement for WSSP.8.1.
Thanks.

Don Coon, MCP
Fire Prevention Specialist II
Truckee Meadows Fire Protection District
1001 E. 9th St. Bldg. D
Reno, NV. 89512
775-326-6077 off.
775-360-8397 cell
dcoon@tmfpd.us





WASHOE COUNTY
COMMUNITY SERVICES
INTEGRITY COMMUNICATION SERVICE

P.O. Box 11130
Reno, Nevada 89520-0027
Phone: (775) 328-3600
Fax: (775) 328-3699

December 26, 2018

TO: Roger Pelham, Senior Planner, Washoe County Community Services Department
Planning and Building Division

FROM: Vahid Behmaram, Water Management Planner Coordinator, CSD

SUBJECT: Development Agreement as required by the Warm Springs Specific Plan at WSSP.8.1
to utilize the land use designation specified on the Warm Springs Specific.

Project description:

Development Agreement as required by the Warm Springs Specific Plan at WSSP.8.1 to utilize the land use designation specified on the Warm Springs Specific Plan – Land Use Plan for:

- Tentative Parcel Map Case Number WIPM17-0015 (Palomino Ranch Estates #1)
- Tentative Parcel Map Case Number WIPM17-0017 (Palomino Ranch Estates #2)
- Tentative Parcel Map Case Number WIPM17-0018 (Palomino Ranch Estates #3)
- Tentative Parcel Map Case Number WIPM17-0019 (Palomino Ranch Estates #4)
- Tentative Parcel Map Case Number WIPM17-0020 (Palomino Ranch Estates #5)

Location: South end of Grass Valley Road, approximately 1/2 mile south of Whiskey Springs Road, Assessor's Parcel Number: 077-130-23

The Community Services Department (CSD) offers the following Water Rights conditions and/or comments regard these amendments:

- 1) Conditions of approval for each of the tentative parcel map cases referenced above have previously been provided to the applicants. Said conditions of approval require the relinquishment of 2.5 acre-feet of ground water rights for every newly created parcel. This relinquishment process shall be fully approved and recorded prior to recordation of the parcel maps referenced above.
- 2) The development agreement limits water consumption from a domestic well at each lot to 1.12 acre-feet per year. This limit established by the Development Agreement supersedes the limit imposed by the State water law (NRS 534.013 & 534.180) which limits water consumption from a domestic well at 2.00 acre-feet per year.
- 3) The development agreement requires additional water rights to be purchased by the lot owners as necessary for irrigation of any proposed pastures on these lots. Said water rights and its quantity must conform to the Nevada State Engineer's rules and regulations. No irrigation may occur until appropriate water rights permits are issued by the State Engineer.





WASHOE COUNTY
COMMUNITY SERVICES DEPARTMENT
Engineering and Capital Projects

1001 EAST 9TH STREET
PO BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3600
FAX (775) 328.3699

Date: January 4, 2019

To: Roger Pelham, Senior Planner

From: Kristine R. Klein, P.E., Senior Licensed Engineer

Re: Development Agreement Required by the Warm Springs Plan
For Palomino Ranch Estates #1 - #5
(WTPM17-0015, 0017, 0018, 0019 & 0020)

GENERAL PROJECT DISCUSSION

Washoe County Engineering and Capital Project staff has reviewed the application for the Palomino Ranch Estates Development Agreement. Palomino Ranch Estates is subject to conditional approval of Tentative Parcel Map Cases WTMP17-0015, -0017, -0018, -0019 & -0020, and this review shall not waive any of the tentative map conditions of approval. Improvement plans and related documents for the Palomino Ranch Estates Tentative Parcel Maps were submitted to the Engineering and Capital Projects Division for review on December 18, 2018. Our review of the Palomino Ranch Estates Parcel Map submittal is not complete, and our Development Agreement review shall not waive any comments or conditions related to the parcel map review.

Direction has not been provided to the Engineering and Capital Project Division about review of the legal descriptions (Exhibit A) and maps (Exhibit B) located in the Development Agreement. Please provide a written request if Planning and Building requires survey staff to perform a technical check of these documents.

Although they do not impact Engineering review, we noticed the following inconsistencies in the Development Agreement:

1. Exhibit C of the Development Agreement consists of the Development Standards Handbook. The title page of the Development Standards Handbook references Palomino Ranch Estates, while the Residential Design Guidelines section of the Handbook references Tumbleweed Estates. The project name shall be clarified and consistent throughout the Development Standards Handbook.
2. Section 6.d. on page 6 of the CC& Rs (Exhibit D of the Development Agreement) may conflict with the Mailboxes section of the Development Standards Handbook (Exhibit C of the Development Agreement).
3. Section 11 on page 12 of the CC& Rs (Exhibit D of the Development Agreement) relating to the undergrounding of utilities appears to conflict with the Utilities section of the Development Standards Handbook (Exhibit C of the Development Agreement).

The Engineering and Capital Projects Division recommends approval with the following comments and conditions of approval which supplement applicable County Code and are based upon our review of the



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Subject: **Development Agreement Palomino Ranch Estates #1-#5**
Date: January 4, 2019
Page: 2

application prepared by the applicant. The County Engineer shall determine compliance with all the following conditions of approval.

For questions related to sections below, please see the contact name provided.

GENERAL CONDITIONS (COUNTY CODE 110.438)

Contact Information: Kristine R. Klein, P.E. 775 328-2046 or Walter West, P.E. (775) 328-2310

1. In addition to the grading plan requirements in the Irrigation section of the Development Standards Handbook, all grading shall be in compliance with Washoe County Code Article 438 Grading Standards.

DRAINAGE (COUNTY CODE 110.416, 110.420, 110.421 and 110.438)

Contact Information: Kristine R. Klein, P.E. 775 328-2046 or Walter West, P.E. (775) 328-2310

1. The Large Lot Flood Protection shown in Appendix E of the Development Standards Handbook shall be in compliance with Washoe County Code Article 416 and FEMA requirements.

TRAFFIC AND ROADWAY (COUNTY CODE 110.436)

Contact Information: Kristine R. Klein, P.E. 775 328-2046 or Walter West, P.E. (775) 328-2310

1. All traffic control signage shall be in compliance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

UTILITIES (County Code 422 & Sewer Ordinance)

Contact Information: Tim Simpson, P.E. (775) 954-4648

There are no Utility related comments.

LW Land Company - Development Agreement
Comments and Observations & Typos and Other Such Errors
Submitted by Cathy Glatthar

Comments and Observations

PDF file page(s)/124	Typo/Error	Correction
3 and 121	"Whereas, the County is underway with a review and update of the formal area plan for the general Warm Springs area ..." and Warm Springs Area Plan Update "Washoe County is conducting this year of 2006 a review and update of the formal area plan for the general Warm Springs area ..."	These statements are not applicable to 2018
4	3.3 Disclosure Statement States, in part: "A signed and notarized copy of the Disclosure must be provided to all future property owners and must accompany all building permit applications submitted to the County."	Has this happened with the properties in the SPA that have already been subdivided and sold? Is the building division aware of this condition and requiring the submission of the Disclosure Statement with permit applications? How are future property owners provided a copy of the Disclosure Statement? Who enforces this requirement and ensures future owners receive this information in perpetuity?
109	Exhibit D - CC&Rs "In the event a project does not have an architectural control committee, then applicants will be required to submit an application to the citizen advisory board ... for their review and recommendation prior to submittal to the County of Washoe."	The Warm Springs CAB is expected to step in and act as an architectural control committee? Don't see this as the CAB's purview.

Typos and Other Such Errors

PDF file page(s)/124	Typo/Error	Correction
First instance on page 3 and then other instances throughout document	Whereas, the County is authorized, pursuant to Nevada Revised Statutes ("NRS") 5278.0201	Should be 278.0201
First instance on page 4 and then other instances throughout document	2. Permitted Uses ... Pursuant to ... and Code 5110.814.20 ...	Should be 110.814.20
First instance on page 4 and then throughout document	3.2 WSSPHOA & CC&Rs There are multiple instances throughout the document where the acronym for "covenants, conditions and restrictions" is incorrectly written as " cc&rs " or " CCR'S "	Should be CC&Rs
First instance on page 4 and then likely others throughout document	3.2 WSSPHOA & CC&Rs There are multiple instances throughout the document where the old name of " County Community Development Department " is used	Should be Washoe County Community Services, Planning and Development Division
5	6.3 Subsequent Actions "Owner acknowledges and agrees this Agreement does not relieve the from compliance ..."	Should be "Owner acknowledges and agrees this Agreement does not relieve the owner from compliance ..."
5	6.3 Subsequent Actions "It is not the intent of the Parties nor shall this Paragraph be const'ued as ..."	Should be construed
63	Residential Design Guidelines "... development of Tumbleweed Estates ..."	Should be Palomino Ranch Estates
115	Private Road Easement/ Maintenance Agreement 2. Benefiting Properties "The properties served by and begetting from use ..."	Should be benefiting

From: [Palomino Valley GID](#)
To: [Pelham, Roger](#)
Subject: Agency Review of LW Land Company's Development Agreement
Date: Friday, January 04, 2019 3:26:31 PM

Dear Roger,

Please see the PVGID's comments below. Please let me know you received this email.

Thank you,
~ Cathy
Cathy Glatthar
Assistant to the Board

January 4, 2019

Roger Pelham, Senior Planner
Washoe County Community Services Department
Planning and Building Division
Via E-mail: rpelham@washoecounty.us

Re: Agency Review of LW Land Company's Development Agreement

Mr. Pelham:

The Palomino Valley General Improvement District (PVGID) offers the following comments:

1. The primary access from this development is to connect to Ironwood Road which is outside the Specific Plan Area (SPA).
2. This connection does not comply with Section 110.226.25 which requires PVGID approval (appropriate entity) for this access. Proponent has never sought PVGID approval for this access.
3. The PVGID has serious concerns of this proposal:
 - a) Ironwood Road is a narrow (20' wide) meandering rural road on which additional traffic (particularly construction trucks) create unsafe conditions for our residents.
 - b) The surfacing of Ironwood Road consists of a thin (0.5 inch thick) Cape seal applied directly over the native soils (no aggregate base course). This thin veneer is not designed to perform under construction (truck) traffic and is expected to rapidly deteriorate if subjected to such.
4. The proponent owns several hundred acres of additional land that could be similarly developed by serial parcel mapping thereby greatly exacerbating this issue.
5. If the proponent is to be granted the right to utilize Ironwood Road as its access

point, he should be required to improve Ironwood Road to Washoe County Standards out to the Pyramid Highway. Anything less greatly impacts the existing residents of the valley.

Sincerely,

Larry J. Johnson
President

From: [Lowden, Joanne](#)
To: [Pelham, Roger](#)
Subject: Development Agreement for Palomino Ranch Estates
Date: Friday, January 04, 2019 11:55:18 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Hi Roger,

Parks has reviewed the development agreement for Palomino Ranch Estates and has the following comment:

The suggested tree list in Appendix A includes Russian Olive (*Elaeagnus angustifolia*) based on Fact Sheet 88-73 (UNR). More recent publications from the University of Nevada Cooperative Extension acknowledge the potential for Russian Olive to become invasive and outcompete native vegetation, especially when seeds travel to nearby riparian areas (FS 07-39, Skelly 2012). Highly recommend replacing Russian Olive in the suggested tree list and landscaping plans with the closely related native species Silver Buffaloberry (*Shepherdia argentea*).

Thanks,



Joanne Lowden

Natural Resource Planner, Regional Parks and Open Space | Community Services

Department jlowden@washoecounty.us | Office: 775.328.2039 | Fax: 775.328.3699

1001 East Ninth Street, Reno, NV 89512

