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

Summary: To adopt a development agreement for Highland Village (WTM20-004) to extend the deadline for recording the first final map to November 16, 2026 and adopt amended conditions of approval (WAC24-0004).

BILL NO. _____
ORDINANCE NO. _____

TITLE:

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING A DEVELOPMENT AGREEMENT BETWEEN WASHOE COUNTY AND LC HIGHLAND, LLC. FOR HIGHLAND VILLAGE, A RESIDENTIAL SUBDIVISION (TENTATIVE SUBDIVISION MAP CASE NO. WTM20-004). THE PURPOSE OF THE DEVELOPMENT AGREEMENT IS TO EXTEND THE DEADLINE FOR RECORDING THE FIRST FINAL MAP FROM NOVEMBER 16, 2024, TO NOVEMBER 16, 2026, AND TO ADOPT AMENDED CONDITIONS OF APPROVAL (WAC24-0004). THE PROJECT IS LOCATED NORTH OF HIGHLAND RANCH PKWY. AND NORTH OF MIDNIGHT DRIVE IN SUN VALLEY. THE PROJECT ENCOMPASSES A TOTAL OF APPROXIMATELY 54.6 ACRES, AND THE TOTAL NUMBER OF RESIDENTIAL LOTS ALLOWED BY THE APPROVED TENTATIVE MAP IS 215. THE PARCELS ARE LOCATED WITHIN THE SUN VALLEY PLANNING AREA AND WASHOE COUNTY COMMISSION DISTRICT NO. 5. (APN:508-020-41 AND 508-020-43.)

WHEREAS:

- A. A tentative subdivision map for Highland Village was approved by the Planning Commission on November 16, 2020 (WTM20-004) for a 215-lot residential subdivision; and
- B. The Landowner has submitted an application for a development agreement to extend the time to record the first final map to November 16, 2026; and
- C. For good cause appearing, the Board of County Commissioners ("Board") desires to adopt the development agreement attached hereto to extend the time to record the first final map to November 16, 2026; and to adopt amended conditions of approval

as set forth in WAC24-0004, which amended conditions shall survive termination of the development agreement; and

- D. The Board has determined that the proposed development agreement is consistent with the Master Plan for Washoe County.

THEREFORE:

- A. Following a first reading and publication as required by NRS 244.100(1), and after a duly noticed public hearing, this Board of County Commissioners desires to adopt this Ordinance; and
- B. This Board has determined that this ordinance is being adopted pursuant to requirements set forth in NRS 278.0205; and is therefore not a "rule" as defined in NRS 237.060 requiring a business impact statement.

SECTION 1.

The 2024 development agreement for Highland Village, attached hereto as Attachment A-1 and inclusive of all attachments, including amended conditions of approval as set forth in WAC24-0004 is hereby APPROVED by this ordinance. LC Highland, LLC shall ensure that the development agreement is recorded in the Office of the Washoe County Recorder, with all requisite attachments, on or after the effective date of this ordinance. The Chair is also authorized to execute and deliver this ordinance for recording in the official records of Washoe County.

SECTION 2. General Terms.

1. All actions, proceedings, matters and things heretofore taken, had and done by the County and its officers not inconsistent with the provisions of this Ordinance are ratified and approved.
2. The Chair of the Board and the officers of the County are authorized to take all action necessary or appropriate to effectuate the provisions of this ordinance. The District Attorney is authorized to make non-substantive edits and corrections to this Ordinance.
3. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance,

resolution, bylaw or order, or part thereof, heretofore repealed.

- 4. Each term and provision of this ordinance shall be valid and shall be enforced to the extent permitted by law. If any term or provision of this ordinance or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this ordinance. In any event, the remainder of this ordinance, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

Proposed on _____ (month) _____ (day), 2024.

Proposed by Commissioner _____.

Passed _____ (month) _____ (day), 2024.

Vote:

Ayes: Commissioners _____

Nays: Commissioners _____

Absent: Commissioners _____.

Attest:

Janis Galassini, County Clerk

Alexis Hill, Chair
Washoe County Commission

This ordinance shall be in force and effect from and after the 26th day of the month of July of the year 2024.

APN: 508-020-41 and 508-020-43

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

WHEN RECORDED RETURN TO:

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

SPACE ABOVE FOR RECORDER'S
USE

Attachment A-1

DEVELOPMENT AGREEMENT
(HIGHLAND VILLAGE)

THIS DEVELOPMENT AGREEMENT ("Agreement") is made by and between **LC HIGHLAND, LLC**, a Nevada limited liability company (the "Landowner"), and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, ("County").

1. GENERAL.

1.1 Property. The Landowner is the owner of real property located in Washoe County, Nevada consisting of approximately 54.6 acres in Sun Valley (the "Property") as more particularly described in Exhibit A, attached hereto.

1.2. Tentative Map. The Property has an approved tentative map for a maximum of 215 residential lots known as Tentative Subdivision Map Case File No. WTM20-004 (Highland Village) (the "Tentative Map"). Said approval was granted by the Washoe County Planning Commission on November 16, 2020. A final map for the 215 residential lots was submitted to Washoe County Engineering on December 17, 2021. However, to date, no final maps have been recorded. The development of the Property must be conducted pursuant to the provisions of the Tentative Map, the previous Development Agreement approved by the Board of County Commissioners on July 14, 2020, and the Washoe County Development Code (the "Code").

1.3 Final Map Requirement. Pursuant to NRS 278.360(1), unless the parties have entered into this agreement concerning the development of land authorized by NRS 278.0201, the Landowner must cause a final map (the "Final Map") to be presented for signature by the Director of Planning and Building in accordance with section 110.610.50 of the Washoe County Code, prior to the expiration of the Tentative Map on November 16, 2024.

1.4 Circumstances Warranting an Extension of Time for the Tentative Map. The Landowner has requested additional time to record the first final map under Tentative Subdivision

Map Case File No. WTM20-004 (Highland Village). The Landowner represents that it needs additional time to prepare and submit revisions to the tract map and final map plans to account for: (1) delays in sales to national builders beyond the control of the ownership group, and (2) the recent drastic downturn in the Washoe County residential real estate market.

The parties believe it is in the public interest to enter into this Agreement to provide additional time to finish the review of the final map(s) and record the final map(s).

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 Compliance with NRS 278.0201 and Washoe County Development Code. This Agreement is an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Washoe County Development Code (“Code”). The Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. In compliance with NRS 278.0201(1), the following covenants, terms and conditions are set forth:

2.1.1. The land which is subject to this Agreement is approximately 54.6 acres in Sun Valley, more particularly described in Exhibit A: Legal Description.

2.1.2. This Agreement extends the time for recording the first final map until November 16, 2026. Unless terminated earlier in accordance with section 2.1.3 or applicable law, the duration of this Agreement shall be until November 16, 2026, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement. This Agreement also incorporates the Amended Conditions of Approval in Amendment of Conditions Case Number WAC24-0004 for Tentative Subdivision Map Case Number WTM20-004 (Highland Village), attached hereto as Exhibit C. The parties agree that these Amended Conditions of Approval (WAC24-0004) as well as the original Conditions of Approval for Tentative Subdivision Map Case Number WTM20-004 approved by the Washoe County Planning Commission on November 16, 2020, are the operable conditions of approval and survive termination of this Agreement.

2.1.3. This agreement shall terminate and all amended and original conditions of approval for WTM20-004 shall be in full force and effect upon recordation of the final map or the first final map in a series. Changes in federal, state or county law concerning public health, safety or welfare will apply to any final map or other permit. Future final maps, if any, must then be presented in accordance with NRS 278.360 and Washoe County Code Section 110.610.50.

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map, the previous Development Agreement approved by the Board of County Commissioners on July 14, 2020, and the Code. The permitted use of the Property pursuant to the Tentative Map is for a single-family dwelling residential development with a maximum of 215 lots on 54.6 acres, which complies with the Property's land use designation.

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

2.1.6. The provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and the Code.

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

2.1.8. Phasing and deadline dates for project grading and development with information on required bonding or other acceptable guarantees of performance and completion (Article 610 Washoe County Development Code) for each development phase or stage will be addressed with the submittal of each final map.

2.1.9 The first final map shall include a minimum of five residential lots, and shall be recorded on or before the date of expiration of this Agreement, i.e., November 16, 2026. All successive final maps, if the Landowner chooses to record in a series, must include a minimum of five residential lots. Unless otherwise provided herein, the deadlines for any future final maps shall be governed by NRS 278.360.

2.1.10 Development standards for the Project are set forth in the amended conditions of approval and the original conditions of approval for the Tentative Map as referenced in section 2.1.2 of this development agreement, attached hereto as Exhibits B and C, and future final maps.

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

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

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

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

3. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

3.10 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently. The parties have equal bargaining power and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of the Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist, or against the draftsmen.

3.11. Counterparts. This instrument may be executed in two or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any

signatures thereon, and may be attached to another counterpart identical in form thereto, but having attached to it one or more additional signature pages.

[Signatures appear on following page]

[Signature page to Development Agreement]

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

LANDOWNER:

**LC HIGHLAND, LLC, a Nevada
LIMITED LIABILITY COMPANY**

By: _____

Date: _____

Name: _____

Title: _____

COUNTY:

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

By: _____

Date: _____

Name: Alexis Hill

Title: Chair, Washoe County Commission

ATTEST:

Janis Galassini, County Clerk

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 20__, by _____ as a _____ of LC Highland, LLC., a Nevada corporation.

Notary Public
My Commission Expires: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 20__, by _____, as Chair of the Washoe County Commission, County of Washoe.

Notary Public
My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION OF PROJECT PROPERTY

The South half of the South half of the Southeast Quarter and the North half of the South half of the Southeast Quarter in Section 8, Township 20 North, Range 20 East, M.D.B.&M., Washoe County, Nevada.

EXCEPTING THEREFROM any portion lying Westerly of the most Eastern line of HIGHLAND RANCH PARKWAY, as it now exists.

ALSO EXCEPTING THEREFROM any portion lying with Highland Ranch Parkway, as it now exists.

FURTHER EXCEPTING THEREFROM those portions dedicated to the County of Washoe, a political subdivision of the State of Nevada, by instruments recorded December 11, 1997, in Book 5069, Page 775, as Document No. 2161272 and recorded April 8, 1998, in Book 5195, Page 906, as Document No. 2197961, of Official Records.

The above legal description was taken from prior Document No. 4727553.

APN'S: 508-020-41 and 508-020-43

Exhibit “B”

Conditions of Approval
(Conditions of Approval for Tentative Subdivision Map Case Number
WTM20-004 (Highland Village) approved by the Planning Commission on
November 16, 2020)



Conditions of Approval

Tentative Subdivision Map Case Number WTM20-004

The project approved under Tentative Subdivision Map Case Number WTM20-004 shall be carried out in accordance with the conditions of approval granted by the Planning Commission on November 16, 2020. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act.

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

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

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

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

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

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

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

STANDARD CONSIDERATIONS FOR SUBDIVISIONS
Nevada Revised Statutes 278.349

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

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

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

Washoe County Planning and Building Division

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

Contact: Julee Olander, Planner, 775.328.3627, jolander@washoecounty.us

- a. The applicant shall demonstrate substantial conformance to the plans approved as part of this tentative parcel map.
- b. The subdivision shall be in substantial conformance with the provisions of Washoe County Development Code Article 604, Design Requirements, and Article 608, Tentative Subdivision Maps.
- c. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- d. In accordance with NRS 278.360, the sub-divider shall present to Washoe County a final map, prepared in accordance with the tentative map, for the entire area for which a tentative map has been approved, or one of a series of final maps, each covering a portion of the approved tentative map, within four years after the date of approval of the tentative map or within one year of the date of approval for subsequent final maps. On

subsequent final maps, that date may be extended by two years if the extension request is received prior to the expiration date.

- e. Final maps shall be in substantial compliance with all plans and documents submitted with and made part of this tentative map request, as may be amended by action of the final approving authority.
- f. All final maps shall contain the applicable portions of the following jurat:

THE TENTATIVE MAP FOR TM case number for map name WAS APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON DATE.

THIS FINAL MAP, MAP NAME AND UNIT/PHASE #, MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS, IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP, AND ALL CONDITIONS HAVE BEEN MET.

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

THE NEXT FINAL MAP FOR <TM CASE NUMBER> MUST BE APPROVED AND ACCEPTED FOR RECORDATION BY THE PLANNING AND BUILDING DIRECTOR ON OR BEFORE THE EXPIRATION DATE, THE ____ DAY OF _____, 20____, OR AN EXTENSION OF TIME FOR THE TENTATIVE MAP MUST BE APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON OR BEFORE SAID DATE.

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

MOJRA HAUENSTEIN, DIRECTOR
PLANNING AND BUILDING

Jurat for ALL SUBSEQUENT FINAL MAPS

THE TENTATIVE MAP for <TM CASE NUMBER> APPROVED <denied> BY THE WASHOE COUNTY PLANNING COMMISSION ON <date>. [If the TM had been appealed to the BCC --- Add:] THE WASHOE COUNTY COMMISSION APPROVED THE TENTATIVE MAP ON APPEAL ON <date>.

THE FIRST FINAL MAP FOR THIS TENTATIVE MAP WAS APPROVED AND ACCEPTED FOR RECORDATION ON <date of Planning and Building Director's signature on first final map>. [Omit the following if second map.] THE MOST RECENTLY RECORDED FINAL MAP, <subdivision name and prior unit/phase #> FOR THIS

TENTATIVE MAP WAS APPROVED AND ACCEPTED FOR RECORDATION ON *<date of Planning and Building Director's signature on most recent final map>* [If an extension has been granted after that date – add the following]: A TWO YEAR EXTENSION OF TIME FOR THE TENTATIVE MAP WAS APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON *<date of last Planning Commission action to extend the tentative map>*.

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

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

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

<Insert Merger and Re-subdivision option as applicable>

THIS FINAL MAP IS APPROVED AND ACCEPTED FOR RECORDATION THIS _____ DAY OF _____, 20____ BY THE WASHOE COUNTY PLANNING AND BUILDING DIRECTOR. THE OFFER OF DEDICATION FOR *<streets, sewers>* IS REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NRS CHAPTER 278.

MOJRA HAUENSTEIN, DIRECTOR,
PLANNING AND BUILDING DIVISION

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

NOTE

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

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

NOTE

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

- i. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to Engineering Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.
- j. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County.
- k. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the on-site improvements.
- l. The developer and all successors shall direct any potential purchaser of the site to meet with the Planning and Building Division to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Planning and Building Division of the name, address, telephone number and contact person of the new purchaser within thirty (30) days of the final sale.
- m. Failure to comply with the conditions of approval shall render this approval null and void.
- n. The setbacks will be: 15 feet front yard, with 20 feet to the garage, 15 feet rear yard, and 5 foot side yard.
- o. The common open space owned by the homeowner's association (HOA) shall be noted on the final map as "common open space" and the related deed of conveyance shall specifically provide for the preservation of the common open space in perpetuity. The deed to the open space and common area shall reflect perpetual dedication for that purpose. The deed shall be presented with the CC&Rs for review by Planning and Building staff and the District Attorney.
- p. Any imported earthen materials shall be "certified weed free" in order to prevent the spread of noxious weeds within the county.
- q. Any rip-rap that is not allowed per WCC 110.438 will be covered by dirt and vegetation as required per WCC 110.438.50(b).
- r. Rockery walls will require the voids in the face of the entire height of the rockery wall filled with smaller rock to eliminate any undermining by small animals.
- s. The grading on site shall be in compliance with applicable best management practices to minimize erosion.
- t. Two community park areas will be constructed with amenities including picnic tables, a tot lot and a community garden, which will be maintained by the HOA homeowner's association.
- u. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be submitted to Planning and Building staff for review and subsequent forwarding to the District Attorney for review and approval. The final CC&Rs shall be signed and notarized by the owner(s) and submitted to Planning and Building with the recordation fee prior to the recordation of the final map. The CC&Rs shall require all phases and units of the subdivision approved under this tentative map to be subject to the same CC&Rs. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's Office. Said CC&Rs shall specifically address the potential for liens against the properties and the individual property owners' responsibilities for the funding of maintenance, replacement, and perpetuation of the following items, at a minimum:
 - 1. Maintenance of public access easements, common areas, and common open spaces. Provisions shall be made to monitor and maintain, for a period of three (3) years regardless of ownership, a maintenance plan for the common open space

- area. The maintenance plan for the common open space area shall, as a minimum, address the following:
- a. Vegetation management;
 - b. Debris and litter removal;
 - c. Fire access and suppression; and
 - d. Maintenance of public access trails.
2. All drainage facilities and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowner's association.
 3. All open space identified as common area on the final map shall be privately maintained and perpetually funded by the homeowner's association. The deed to the open space and common area shall reflect perpetual dedication for that purpose. The maintenance of the common areas and related improvements shall be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
 4. All areas identified as trails on the final map shall be privately maintained and perpetually funded by the homeowner's association. The deed to the open space and common area shall reflect perpetual dedication for that purpose. The maintenance of the common areas and related improvements shall be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
 5. The area adjacent to undeveloped land shall maintain a fire fuel break of a minimum 30 feet in width until such time as the adjacent land is developed.
 6. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.
 7. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.
 8. No motorized vehicles shall be allowed on the platted common area or trails.
 9. Washoe County will not assume responsibility for maintenance of the private street system of the development nor will Washoe County accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of offer for dedication.
 10. Solid waste collection is mandatory.

Washoe County Regional Parks and Open Space

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

Contact: Sophia Kirschenman, Park Planner, 775.328.3623, skirschenman@washoecounty.us

 - a. The final map shall include a trails plan, developed in consultation with the Parks Program, that identifies non-motorized, public trails to be built as part of the project, providing access to the neighboring public lands. At a minimum, the trails plan shall identify east-west trail connectivity through the subdivision as well as several trail access points connecting the eastern side of the subdivision to the trail system. The trails shall be 3-ft-wide, native surface trails and shall be built utilizing sustainable trail design standards, as outlined in the United States Department of Agriculture's Trail Construction and Maintenance Notebook, 2007 edition.
 - b. The applicant shall dedicate a public trail easement to Washoe County over all trails built as part of the project.

- c. All fill dirt imported as part of the project is required to be “certified weed free.”
- d. Best management practices will be used to prevent the spread of noxious and invasive weeds during construction activities. At minimum, the highlighted portion in Attachment 2 (Measures to Prevent the Spread of Noxious and Invasive Weeds During Construction Activities) shall be included in construction plans and specifications.

Washoe County Engineering and Capital Projects

- 3. The following conditions are requirements of the Washoe County Engineering Division, Land Development Program, which shall be responsible for determining compliance with these conditions.

Contact: Contact Name: Leo Vesely, P.E., 775.328.2313

- a. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- b. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Engineering Division a complete set of reproducible as-built construction drawings in an acceptable digital format prepared by a civil engineer licensed in the State of Nevada.
- c. A complete set of construction improvement drawings, including an onsite grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best management practices (BMPs) and shall include detailed plans for grading and drainage on each lot, erosion control (including BMP locations and installation details), slope stabilization and mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
- d. A note on the final map shall indicate that all drainage facilities shall be privately maintained and perpetually funded by the home owners association. The maintenance of the drainage facilities shall also be addressed in the home owner’s association documents to the satisfaction of the District Attorney’s Office.
- e. Any existing easements or utilities that conflict with the development shall be relocated, quitclaimed, and/or abandoned, as appropriate.
- f. Any easement documents recorded for the project shall include an exhibit map that shows the location and limits of the easement in relationship to the project.
- g. Appropriate easements shall be granted for any existing or new utilities, with each affected final map. This includes, but is not limited, to electrical lines, water lines, and drainage maintenance access.
- h. A 10 foot Public Utilities Easement and a 10 foot easement for traffic control signage, plowed snow storage and sidewalks shall be granted adjacent to all street rights-of-way.
- i. A design level geotechnical investigation with fault study shall be provided with the submittal of each final map.
- j. All cut slopes, fill slopes, and berms shall be setback from parcel lines and access easements in accordance with Washoe County Code Article 438.
- k. Prior to recordation of the affected final map, an ASTM E1527-13 Phase I Environmental Site Assessment shall be submitted for all parcels or right-of-way dedicated to Washoe County.

- I. A home owners association shall be created with the first final map for the purpose of maintaining all common areas and drainage facilities.

Washoe County Engineering Division – Drainage (County Code 110.420)

- m. The conditional approval of this tentative map shall not be construed as final approval of the drainage facilities shown on the tentative map. Final approval of the drainage facilities will occur during the final map review and will be based upon the final hydrology report.
- n. Prior to finalization of the first final map, a master hydrology/hydraulic report and a master storm drainage plan shall be submitted to the County Engineer for approval.
- o. Prior to finalization of any portion of the tentative map, a final, detailed hydrology/hydraulic report for that unit shall be submitted to the County Engineer. All storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided.
- p. Any increase in stormwater runoff flow rate resulting from the development and based on the 5 year and 100 storm(s) shall be detained onsite.
- q. The following note shall be added to each final map; “All properties, regardless if they are located within or outside of a FEMA Special Flood Hazard Area, may be subject to flooding. The property owner is required to maintain all drainage easements and natural drainages and not perform or allow unpermitted and unapproved modifications to the property that may have detrimental impacts to surrounding properties.”
- r. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and rock riprap shall be used to prevent erosion at the inlets and outlets of all culverts.
- s. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage leaving the site.
- t. The Truckee Meadows Regional Stormwater Quality Management Program Construction Permit Submittal Checklist and Inspection Fee shall be submitted with each final map.
- u. A note on the final map shall indicate that all drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by a home owners association. The maintenance and funding of private drainage facilities shall also be addressed in the home owner’s association documents to the satisfaction of the District Attorney’s Office.
- v. The maximum permissible flow velocity (that which does not cause scour) shall be determined for all proposed channels and open ditches. The determination shall be based on a geotechnical analysis of the channel soil, proposed channel lining and channel cross section, and it shall be in accordance with acceptable engineering publications/calculations. Appropriate linings shall be provided for all proposed channels and open ditches such that the 100-year flows do not exceed the maximum permissible flow velocity.
- w. Within drainage facilities, all slopes steeper than 3:1 shall be mechanically stabilized to control erosion. As an alternative to riprap, an engineered solution (geofabric, etc.) may be acceptable.
- x. Maintenance access and drainage easements shall be provided for all existing and proposed drainage facilities. All drainage facilities located within Common Area shall be constructed with an adjoining minimum 12’ wide gravel access road. Maintenance

access road shall be provided to the bottom of proposed detention basins as well as over County owned and maintained storm drainage facilities.

- y. Drainage easements shall be provided for all storm runoff that crosses more than one lot.
- z. Drainage swales that drain more than two lots are not allowed to flow over the curb into the street, these flows shall be intercepted by an acceptable storm drain inlet and routed into the storm drain system.
- aa. Prior to the finalization of the first final map, an operation and maintenance plan for the maintenance of the project's detention basin and drainage facilities shall be developed in accordance with the Washoe County Code Article 421. The Operation and Maintenance Plan shall be incorporated into the project CC&R's to the satisfaction of the County Engineer and District Attorney's Office.
- bb. Offsite drainage and common area drainage, draining onto residential lots shall be perpetuated around the residential lots and drainage facilities capable of passing a 100-year storm, shall be constructed with the subdivision improvements to perpetuate the storm water runoff to improved or natural drainage facilities. The maintenance of these drainage facilities shall be addressed in the home owner's association documents to the satisfaction of the County Engineer and the District Attorney's Office.

Washoe County Engineering Division – Traffic and Roadway (County Code 110.436)

Contact Information: Leo Vesely, P.E., 775.328.2041 or Mitchell Fink, P.E., 775.328.2050

- cc. All roadway improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided.
- dd. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
- ee. For any utilities placed in existing County streets, the streets shall be repaired to the satisfaction of the County Engineer. At a minimum, this will require full depth removal and replacement of asphalt for half the street width, or replacement of non-woven pavement reinforcing fabric with a 2" asphalt overlay for half the street width. Type II slurry seal is required for the entire street width with either option. Full width street improvements may be required if the proposed utility location is too close to the centerline of the existing street.
- ff. Streetlights shall be constructed to Washoe County standards at locations to be determined at the final design stage.
- gg. Appropriate transitions shall be provided between the existing and proposed improvements at all proposed street connections. This may include removal and replacement of existing pavement.
- hh. All roadways shall be constructed with a minimum of 4 inches of hotmix asphalt meeting the requirements of Washoe County.
- ii. Sidewalks shall be constructed on both sides of the all streets and shall meet ADA requirements.
- jj. A 20 foot minimum setback is required between the back of the sidewalk and the front of the garage.

- kk. AASHTO clear zones shall be determined for all streets adjacent to retaining walls or slopes steeper than 3:1. If a recoverable or traversable clear zone cannot be provided, an analysis to determine if barriers are warranted shall be submitted for approval.
- ll. The Project Traffic Study shows the Highland Ranch Parkway/Midnight Drive/East Access intersection exceeds Washoe County's Level of Service (LOS) policy of LOS C. The intersection shall be mitigated through traffic design recommendations that are acceptable to Washoe County.
- mm. The subdivision streets will be evaluated by Washoe County to determine if traffic calming is warranted. The spacing and type of traffic calming devices shall be determined at the time of final design.
- nn. Sidewalk and curb and gutter shall be constructed along the Highland Ranch Parkway property frontage and shall meet ADA requirements.
- oo. The Developer has proposed the construction of a roundabout at the Highland Ranch Parkway and west project access intersection. Washoe County fully supports the building of the proposed roundabout if the Developer decides to proceed with the construction. The roundabout shall meet all applicable County and regional standards and requirements. An update to the Project Traffic Study will be required with the construction a proposed roundabout.
- pp. Right turn lanes shall be constructed per AASHTO standards on Highland Ranch Parkway at the east and west project accesses.
- qq. Speed cushions shall be installed on Midnight Drive, Lightning Drive, and Magenta Drive to mitigate cut-through traffic generated by the project development. The spacing shall be determined at the time of final design.
- rr. Rectangular Rapid Flashing Beacons (RRFB) shall be installed for any pedestrian crosswalks crossing Highland Ranch Parkway.

Sun Valley General Improvement District (SVGID)

- 4. The following conditions are requirements of the SVGID, which shall be responsible for determining compliance with these conditions.
Contact: Chris Melton, 775.673.2253, CMelton@svgid.com
 - a. The parcels (508-020-41 & 43) will need to be annexed into Sun Valley GID's service territory.
 - b. Any water rights that may be required for the development will be required to be dedicated to Sun Valley GID via Wholesale Will Serve provided by Truckee Meadows Water Authority.
 - c. The development will be subject to Sun Valley GID's Water and Wastewater Facility Fees.
 - d. Sun Valley GID signature will be on the Jurat.
 - e. The development will compliance with all applicable regulations and policies of the Sun Valley GID.

Truckee Meadows Fire District (TMFD)

- 5. The following conditions are requirements of the TMFD, which shall be responsible for determining compliance with these conditions.
Contact: Dale Way & Brittany Lemon, 775.326.6000, dway@tmfpd.us / blemon@tmfpd.us

Fire Apparatus Access Roads

- a. Fire apparatus access roads shall be in accordance with *International Fire Code* Appendix D and all other applicable requirements of the IFC. (IFC 503.1 / D101.1)
- b. Approved fire apparatus access roads shall be required for every facility, building, or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access roads shall comply with the requirements of IFC Section 503 and Appendix D and shall extend to within 150 feet of all portions of the facility and all portions of the *exterior walls* of the first story of the building as measured by an *approved* route (as the hose lays around obstructions) around the exterior of the building or facility. (IFC 503.1.1)
- c. Fire apparatus access roads shall have an all-weather surface and be capable of supporting the weight of Fire District apparatus (80,000 pounds). (IFC 503.2.3 / D102.1)
- d. Fire apparatus access roads shall have a minimum width of 20 feet (with no parking), 26 feet (one side parking), and 32 feet (parking on both sides), exclusive of shoulders, and an unobstructed vertical clearance of not less than 13 feet 6 inches. (IFC 503.2.1 / D103.6.1 / D103.6.2)
- e. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1). (IFC D103.1)
- f. Fire apparatus access roads less than the width required for parking on both sides shall be marked and/or signed in accordance with Section 503.3 and Appendix D103.6 to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. (IFC 503.3 / D103.6)
- g. Fire apparatus access roads shall not exceed 10 percent in grade. Angles of approach and angles of departure must not exceed 6 percent for 25 feet before or after the grade change. (IFC D103.2 / 503.2.8)
- h. Fire apparatus access roads shall have a minimum inside turning radius of 28 feet, and a minimum outside turning radius of 52 feet. (IFC D103.3)
- i. Dead-end fire apparatus access roads in excess of 150 feet shall be provided with width and turnaround provisions in accordance with Table D103.4. (IFC D103.4)
- j. Developments of one- or two-family *dwelling*s where the number of *dwelling units* exceeds 30 shall be provided with two separate and *approved* fire apparatus access roads. (IFC D107.1)

Fire Protection Water Supplies

- k. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. (IFC 507.1)
- l. The number of fire hydrants available to a building shall be not less than the minimum specified in Table C102.1. (IFC C102.1)
- m. Fire hydrant systems shall comply with Washoe County Standard Detail W-23 and IFC Sections 507.5.1 through 507.5.6. (IFC 507.5 / Washoe County Code)
- n. Fire hydrants must be spaced at a maximum separation of 500 feet along the required apparatus access lane in residential areas and 1,000 feet where not required for structures to provide for transportation hazards. Hydrant spacing may be increased by 125 feet if all structures within the development are provided with fire sprinkler protection. There is no allowable increase for hydrants installed for transportation hazards. (IFC Table C102.1)

- o. In developments with R-3 occupancies, where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official. (IFC 507.5.1)
- p. Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. (IFC 507.5.4)
- q. A 3-foot minimum clear space shall be maintained around the circumference of fire hydrants, as measured from the furthest edge of a fire hydrant in any direction. (IFC 507.5.5)
- r. Fire hydrants shall not be located within six feet of a driveway, power pole, or light standard. (IFC 507.5.6)
- s. Fire hydrants shall be located adjacent to apparatus access lanes and a minimum of four feet and a maximum of seven feet from back of curb. Provide a detail on the plans. (IFC 507.5.6)
- t. Fire hydrants shall have a concrete pad around the base in accordance with Washoe County Standard Detail W-23.

International Wildland-Urban Interface Code

- u. All parcels located in other than a Low Hazard WUI Rating shall comply with all provisions of the IWUI as adopted and amended by TMFPD and Washoe County Building.
- v. The IWUI Fire Hazard designation for your project is available on the provided Washoe Regional Mapping System link. (<https://gis.washoecounty.us/wrms/firehazard>). After you have found your property using the address search feature, the color of the background area will indicate your wildland fire risk.
- w. When you have determined your Fire Risk Rating use the link provided, to determine the *IWUIC* construction and defensible space requirements. (https://www.washoecounty.us/building/Files/Files/2012%20WUI%20CODE%20GUIDE_rev%2011-25-13.pdf).

*** End of Conditions ***

Exhibit “C”

Amended Conditions of Approval
(Amendment of Conditions Case Number WAC24-0004 for Tentative Subdivision
Map Case Number WTM20-004 (Highland Village))



Amended Conditions of Approval

Amendment of Conditions Case Number WAC24-0004
For Tentative Subdivision Map Case Number WTM20-004

The project approved under Amendment of Conditions Case Number WAC24-0004 for Tentative Subdivision Map Case Number WTM20-004 shall be carried out in accordance with the Amended Conditions of Approval granted by the Board of County Commissioners on July 16, 2024, as well as the original conditions of approval approved by the Planning Commission on November 16, 2020. To the extent that these amended conditions of approval conflict with the conditions of November 16, 2020, these amended conditions shall prevail. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable Codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

Unless otherwise specified, all conditions related to the amendment of conditions approval (Case Number WAC24-0004) associated with the 2024 Development Agreement for Tentative Subdivision Map Case Number WTM20-004 shall be met or financial assurance must be provided to satisfy the conditions of approval prior to issuance of a grading or building permit. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Building Division.

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

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

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

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

- Prior to permit issuance (i.e., grading permits, building permits, etc.).
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some “Conditions of Approval” are referred to as “Operational Conditions.” These conditions must be continually complied with for the life of the project or business.

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

Washoe County Engineering and Capital Projects

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

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

- a. Amend Condition 3(a) of WTM20-004 Action Order, as follows: Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map ~~or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.~~ **Additionally, individual parcel building, grading, and/or wall permits shall comply with applicable building code requirements at the time of approval of the permits.**
- b. Amend Condition 3(aa) of WTM20-004 Action Order, as follows: ~~Prior to finalization of the first final map, an operation and maintenance plan for the maintenance of the project's detention basin and drainage facilities shall be developed in accordance with the Washoe County Code Article 421. The Operation and maintenance Plan shall be incorporated into the project CC&R's to the satisfaction of the County Engineer and District Attorney's Office.~~ **Operations and Maintenance (O&M) Manual: The developer shall submit an O&M manual for use by the Landscape Maintenance Association (LMA), Homeowners' Association (HOA), or sub association thereof, that identifies ongoing and long-term maintenance of infrastructure items including, but not necessarily limited to, private roadways, graded slopes, private storm drainage infrastructure, landscaping, community amenities, retaining walls, rockery walls, and pedestrian sidewalks or pathways within common areas for review and approval by the County Engineer prior to the approval of the final map and associated civil improvement plans for this project. The O&M manual shall address inspection frequency, storm intensity triggers for inspection and/or repair, types of equipment to be used for the operation and maintenance of the common area improvements, and a site plan that graphically depicts the access points and features that will be owned and maintained by the LMA or HOA. The O&M manual shall be incorporated into the project CC&Rs to the approval of the County Engineer and District Attorney's Office.**

Contact Name – Mitchell Fink, P.E., 775.328.2050, MFink@washoecounty.gov

- c. Add a new Condition to WTM20-004 Action Order: **A 15-foot public utilities, snow storage, traffic control signage, and sidewalk easement shall be granted adjacent to all street rights-of-ways. A 5-foot public use and access easement shall be granted adjacent to all street rights-of-ways. Sidewalks shall be privately maintained per CC&Rs. The County Engineer shall determine compliance with this condition.**
- d. Amend Condition 3(II) of WTM20-004 Action Order, as follows: ~~The Project Traffic Study shows the Highland Ranch parkway/Midnight Drive/East Access intersection exceeds Washoe County's Level of Service (LOS) policy of LOS C. The intersection shall be mitigated through traffic design recommendations that are acceptable to Washoe County.~~ **In conformance with the terms of the June 20, 2023, agreement between LC Highland, LLC and Washoe County, the Developer shall design, permit, and**

construct the Midnight Drive Signal, subject to Washoe County's performance of its obligations under that Agreement. The County Engineer shall determine compliance with this condition.

- e. Amend Condition 3(qq) of WTM20-004 Action Order, as follows: Speed cushions, **or another approved traffic calming method**, shall be installed on Midnight Drive, Lightning Drive, and Magenta Drive to mitigate cut-through traffic generated by the project development. The spacing shall be determined at the time of final design. **The County Engineer shall determine compliance with this condition.**

Contact Name – Timber Weiss, P.E., 775.954.4626, TWeiss@washoecounty.gov

- f. Add new Condition to WTM20-004 Action Order, as follows: **Water and Sewer Resource Requirements Certificate shall be added to the Jurat as follows: "The water and sewer resource requirements set forth in Article 422 of the Washoe County Development Code, related to the dedication of water resources, have been satisfied."**

*** End of Amended Conditions ***