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

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

BILL NO	·
ORDINANCE	NO

TITLE:

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING A DEVELOPMENT AGREEMENT BETWEEN WASHOE COUNTY AND TOIYABE INVESTMENT CO, A NEVADA CORPORATION; HELVETICA CTV CROSSBOW, LLC, A NEVADA LIMITED LIABILITY COMPANY; HELVETICA TAMPA 24, LLC, a DELAWARE LIMITED LIABILITY COMPANY; and PASSIVE CREEK, LLC, a NEVADA LIMITED LIABILITY COMPANY FOR MONTREUX 2000, A RESIDENTIAL SUBDIVISION (TENTATIVE SUBDIVISION MAP CASE NO. TM0007-002). THE PURPOSE OF THE DEVELOPMENT AGREEMENT IS TO EXTEND THE DEADLINE FOR RECORDING THE NEXT FINAL MAP FROM JULY 24, 2025, TO JULY 24, 2026, AND TO ADOPT AMENDED CONDITIONS OF APPROVAL (WAC25-0016). THE PROJECT IS LOCATED SOUTH OF MOUNT ROSE HIGHWAY AT BORDEAUX DRIVE. THE PROJECT ENCOMPASSES A TOTAL OF APPROXIMATELY 411.11 acres and a 37.01-ACRE PORTION OF THE PROJECT IS SUBJECT TO THE DEVELOPMENT AGREEMENT, AND THE TOTAL NUMBER OF RESIDENTIAL LOTS ALLOWED BY THE APPROVED TENTATIVE MAP IS 357 WITH 301 LOTS RECORDED AND 34 LOTS REMAINING TO BE RECORDED. THE PARCELS ARE LOCATED WITHIN THE FOREST PLANNING AREA AND WASHOE COUNTY COMMISSION DISTRICT NO. 2. (APNs: 148-010-60, 148-351-08).

WHEREAS:

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

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

THEREFORE:

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

SECTION 1.

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

SECTION 2. General Terms.

- 1. All actions, proceedings, matters and things heretofore taken, had and done by the County and its officers not inconsistent with the provisions of this Ordinance are ratified and approved.
- 2. The Chair of the Board and the officers of the County are authorized to take all action necessary or appropriate to

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

Proposed on		(month) _		(day),	2025.
Proposed by Co	ommissioner _			-	
Passed		(month) _		(day),	2025.
Vote:					
Ayes:	Commissione	ers			
Nays:	Commissione	ers			
Absent:	Commissione	ers			
Attest:					
Janis Galassin	ni, County Cl	erk	Alexis	•	
			Washoe	County	Commission

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

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

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

WHEN RECORDED RETURN TO:

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

SPACE ABOVE FOR RECORDER'S USE

Attachment A-1

DEVELOPMENT AGREEMENT (MONTREUX 2000)

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

1. **GENERAL**.

- 1.1 <u>Property</u>. The Landowner is the owner of real property located in Washoe County, Nevada consisting of approximately 37.01 acres (the "Property") as more particularly described in Exhibit A, attached hereto.
- 1.2. <u>Tentative Map</u>. The Property has an approved tentative map for 357 residential lots known as Tentative Subdivision Map Case File No. TM0007-002 (Montreux 2000) (the "Tentative Map"). Said approval was granted by the Washoe County Commission on September 19, 2000. To date, 14 final maps have been recorded for a total of 301 lots. Landowner has been filing final maps in a series as authorized by NRS 278.360(1)(a). The development of the Property must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the "Code").
- 1.3 <u>Previous Final Maps</u>. Landowner has recorded 14 final maps in the office of the Washoe County recorder resulting in 301 legal residential lots being created for portions of the project consisting of the following Tract Maps: TM 3894, TM 3991, TM 4284, TM 4391, TM 4395, TM 4550, TM 4643, TM 4672, TM 4879, TM 5073, TM 5074, TM 5075, TM 5076, TM 5431.
- 1.4 <u>Prior Development Agreements</u>. On July 13, 2010, the Washoe County Board of County Commissioners (Board) approved Development Agreement Case Number DA10-001 for

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

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

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

- 1.5 Next Final Map Requirement. Pursuant to NRS 278.360(1), unless the parties have entered into this agreement concerning the development of land authorized by NRS 278.0201, the Landowner must cause a final map (the "Final Map") to be presented for signature by the Director of Planning and Building in accordance with section 110.610.50 of the Washoe County Code, prior to the expiration of the Tentative Map on July 24, 2025.
- 1.6 <u>Circumstances Warranting an Extension of Time for the Tentative Map.</u> The Landowner has requested additional time so that the Landowner is able to finalize remaining agency approvals and to obtain agency signatures on the Final Map.

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

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

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

2. <u>AGREEMENT CONCERNING DEVELOPMENT OF LAND</u>.

- 2.1 <u>Compliance with NRS 278.0201 and Washoe County Development Code</u>. This Agreement is an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Washoe County Development Code. The Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. In compliance with NRS 278.0201(1), the following covenants, terms and conditions are set forth:
 - 2.1.1. The land which is subject to this Agreement is approximately 37.01 acres in Forest Planning Area, more particularly described in Exhibit A: Legal Description.
 - 2.1.2. This Agreement extends the time for recording the Final Map until July 24, 2026. Unless terminated earlier in accordance with section 2.1.3 or applicable law, the duration of this Agreement shall be until July 24, 2026, provided that all the

terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement. This Agreement also incorporates the Amended Conditions of Approval in Amendment of Conditions Case Number WAC25-0016 for Tentative Subdivision Map Case Number TM0007-002 (Montreux 2000), attached hereto as Exhibit C. The parties agree that these Amended Conditions of Approval (WAC25-0016) as well as the original Conditions of Approval for Tentative Subdivision Map Case Number TM0007-002 are the operable conditions of approval and survive termination of this Agreement.

- 2.1.3. This Agreement shall terminate and all amended and original conditions of approval for TM0007-002 shall be in full force and effect upon recordation of the next Final Map. Changes in federal, state or county law concerning public health, safety or welfare will apply to any final map or other permit. Future final maps, if any, must then be presented in accordance with NRS 278.360 and Washoe County Code Section 110.610.50.
- 2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property pursuant to the Tentative Map is for a 357-lot single-family dwelling residential development on 411.11 acres, which complies with the Property's land use designation.
- 2.1.5. The maximum height and size of the proposed buildings will comply with the Tentative Map.
- 2.1.6. The provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and the Code.
- 2.1.7. Terms and conditions relating to construction and financing of necessary public improvements and facilities are in accordance with and as provided for in the Tentative Map and the Code and will also be in accordance with any subdivision improvement agreements for future final maps.
- 2.1.8. Phasing and deadline dates for project grading and development with information on required bonding or other acceptable guarantees of performance and completion (Article 610 Washoe County Development Code) for each development phase or stage will be addressed with the submittal of each final map.
- 2.1.9 The next final map shall be a minimum of five residential lots, and shall be recorded on or before the date of expiration of this Agreement. All successive final maps, if the Landowner chooses to record in a series, must include a minimum of five residential lots. Unless otherwise provided herein, the deadlines for any future final maps shall be governed by NRS 278.360.
- 2.1.10 Development standards for the Project are set forth in the amended conditions of approval and the conditions of the Tentative Map as referenced in section 2.1.2 of

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

- 2.2 <u>Code and Changes to the Law</u>. 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 <u>Public Notice</u>. 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.
- 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 <u>Default and Termination of Agreement.</u> 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. <u>MISCELLANEOUS PROVISIONS</u>.

- 3.1 <u>Time is of the Essence</u>. Time is of the essence in this Agreement.
- 3.2 <u>Waivers</u>. 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 <u>Assignability of the Agreement</u>. 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 <u>Entire Agreement</u>. 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 <u>Governing Law.</u> 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 <u>Days of Week</u>. 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 <u>Written Amendments</u>. Amendments to this Agreement, if any, shall be approved as provided in NRS 278.0205.
- 3.8 <u>Future Cooperation</u>. 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 <u>Third Party Beneficiary Rights</u>. This Agreement is not intended to create any third-party beneficiary rights in any person not a party hereto.
- 3.10 <u>Interpretation</u>. 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. <u>Counterparts</u>. This instrument may be executed in two or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto, but having attached to it one or more additional signature pages.

[Signatures appear on following page]

[Signature page to Development Agreement]

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

COUNTY: COUNTY OF WASHOE, a political subdivision of the State of Nevada, by its BOAR	D OF COUNTY COMMISSIONERS
By:	
Date:	
Name: Alexis Hill	
Title: Chair, Washoe County Commission	
ATTEST:	
Janis Galassini, County Clerk	
STATE OF NEVADA))ss.	
COUNTY OF WASHOE)	
This instrument was acknowledged before as <u>Chair</u> of the WASHOE .	me on, 20, b
WASHOE.	
	Notary Public My Commission Expires:

LANDOWNERS:

TOIYABE INVESTMENT CO., a NEVADA CORPORATION

By:	_
Date:	_
Name:	_
Title:	_
STATE OF NEVADA))ss. COUNTY OF WASHOE)	
This instrument was acknowledged as a	before me on, 20, by of TOIYABE INVESTMENT CO., a NEVADA
CORPORATION.	
	Notary Public My Commission Expires:
Ву:	_
Date:	
Name:	_
Title:	_
STATE OF NEVADA)	
)ss. COUNTY OF WASHOE)	
This instrument was acknowledged as a	of HELVETICA CTV CROSSBOW, LLC, a
NEVADA LIMITED LIABILITY COM	IPANY
	Notary Public
	My Commission Expires:

LANDOWNERS (Continued):

HELVETICA TAMPA 24, LLC, a DELAWARE LIMITED LIABILITY COMPANY

By:	_
Date:	<u> </u>
Name:	_
Title:	_
STATE OF NEVADA))ss. COUNTY OF WASHOE)	
This instrument was acknowledged as a	before me on, 20, by of HELVETICA TAMPA 24, LLC, a DELAWARE
LIMITED LIABILITY COMPANY.	_
	Notary Public My Commission Expires:
PASSIVE CREEK, LLC, a NEVADA L	IMITED LIABILITY COMPANY
By:	_
Date:	<u></u>
Name:	_
Title:	_
STATE OF NEVADA)	
COUNTY OF WASHOE)	
This instrument was acknowledged as a LIABILITY COMPANY	<u> </u>
	Notary Public
	My Commission Expires:

Exhibit "A"

LEGAL DESCRIPTION OF PROJECT PROPERTY

Montreux 8A-APN 148-351-08

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

Containing 12.50 acres, more or less.

Montreux 8B-APN 148-010-60

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

Containing 24.15 acres, more or less.

Exhibit "B"

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

To: Montreux Re: TM0007-002 September 20, 2000

Page 4

CONDITIONS for TENTATIVE SUBDIVISION MAP CASE NO. TM0007-002 for MONTREUX 2000

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

*** IMPORTANT -- PLEASE READ ***

UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES TO ENSURE COMPLETION OF THE CONDITIONS MUST BE PROVIDED. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE APPLICANT SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES.

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

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

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

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

Page 12

To: Montreux Re: TM0007-002 September 20, 2000 Page 5

GENERAL CONDITIONS

			\wedge
ordinances, rules, retentative map or, i	egulations, and policie f requested by the de	s in effect at the time eveloper and approve	e of submittal of the
Map Verification:	Phase/Unit No.:	Date Subn	nitted:
/How Condition is Sa	tisfied:		
with and made part final approving au	of this tentative map re thority. Substantial	quest, as may be amer compliance shall be	nded by action of the determined by the
Map Verification:	Phase/Unit No.:	Date Subm	itted:
/How Condition is Sa	tisfied:		<u> </u>
408 of the Development allow: a. a minimum lot so b. a minimum aver c. a minimum from e. a minimum side f. a minimum side feet; g. a minimum rear common areas c. h. a minimum rear	rize of 8,000 square feet rage lot width of 60 feet tyard requirement of 5 yard requirement of 1 yard requirement of 30 yard requirement of 30	t; it for lots 10,000 square t for lots greater than 10 feet; feet on lots 10,000 square 0 feet for lots greater 5 feet for all lots with	o Development Code o feet or less; 10,000 square feet; uare feet or less; r than 10,000 square in rear yards abutting g lots.
previously controlle square feet. Lots v space, golf course, shown along De Ch is permitted due to shall be placed on e and each succeeding density of 0.87 units above information to	d by Montreux Joint Vovili be considered abut or dedicated trail between Lane. A note, stathe transfer of density wery sheet of each final g final map shall not per acre. Each final that will include final to	enture, shall contain a ting if there is less to yeen internal and extenting that no further so that allowed formation map, other than the contained cumulatively exceed map shall contain a cumulas approved under	han 75 feet of open ernal lots, except as abdivision of any lot n of the subdivision, over sheet. The first of the average gross mulative table of the the prior approvals,
	rentative map or, i agency, those in effective map or, i agency, those in effection: Map Verification: How Condition is Sate with and made part final approving au applicable agency at applicable agency at the Condition is Sate Map Verification: How Condition is Sate Map Verification: All residential lots of a minimum rear common areas of a minimum rear common areas of the aminimum rear common areas of the Condition of the C	ordinances, rules, regulations, and policies tentative map or, if requested by the deagency, those in effect at the time of approximate the second se	Final maps shall be in substantial compliance with all plans and with and made part of this tentative map request, as may be amerinal approving authority. Substantial compliance shall be applicable agency and the Department of Community Development Map Verification: Phase/Unit No.: Date Submethow Condition is Satisfied: Development shall be in substantial compliance with the provest 408 of the Development Code. The permitted exceptions to the allow: a. a minimum lot size of 8,000 square feet; b. a minimum average lot width of 60 feet for lots 10,000 square c. a minimum average lot width of 90 feet for lots greater than d. a minimum front yard requirement of 20 feet; e. a minimum side yard requirement of 10 feet for lots greater feet; g. a minimum rear yard requirement of 15 feet for all lots with

To: Montreux Re: TM0007-002 September 20, 2000

Page 6

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

Final Map Verification:	Phase/Unit No.:	Date Submitted:	
Where/How Condition is S	atisfled:		
			٦,

- 4. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be reviewed, approved, and recorded by the Office of the District Attorney. Disclosure documents shall be approved by the Department of Community Development. The District Attorney shall determine which items within the CC&Rs will require Washoe County being made a party. The CC&Rs shall require all phases and units of the subdivision approved under this tentative map to be subject to the same CC&Rs, be under the authority of the same existing homeowners association, and be under the authority of the same existing architectural control committee. Said CC&Rs shall also specifically address the potential for liens against the property and the responsibilities of the individual property owners for the funding of the maintenance, replacement, and perpetuation of the following items, at a minimum:
 - a. Private roads within the subdivision.
 - b. Common area landscaping and maintenance,
 - c. Entrance gates.
 - d. Snow removal and storage areas.
 - e. Streetscapes.
 - f. Fire fuel breaks on open space.
 - g. Detention basins and the accumulated sediment.
 - h. Storm drainage system.
 - i. Private bicycle and pedestrian paths.

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

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

3907664 Page 16 of 29 – 08/02/2010 10:12:42 AM ttachment A-1
Page 14

To: Montreux Re: TM0007-002 September 20, 2000

Page 7

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

Final Map Verification:	Phase/Unit No.: _		Date Submitted:	
Where/How Condition is	Satisfied:			
		17		
	^		· ·	
primary and seco Safety Departme shall be at an app shall indicate the height, and, if app advised of amen- new individual si	ndary building envelont and the Department or opriate and readily a lot and block number plicable, protected are dments to the approvements.	pes for each t of Communeasurable the building as, retained ed building led to the B	eloper shall submit a sin individual lot to the Bunity Development. The scale for an 8½ x 11° and envelope, setbacks an trees, etc. Washoe Couenvelopes upon their cuilding and Safety Depart	uilding and the site plan sheet and d structure thy will be change and
Final Map Verification:	Phase/Unit No.:	. \	Date Submitted:	
	(
Where/How Condition is	Satisfied:	-/-/	,	
6. A note shall be pl	aced on all grading pl	ans and con	struction drawings statir	ng:
	.\\\NO	TE	•	
development, Historic Preser shall be notific delay shall be notification.	work shall temporarily reation Office of the led to record and phot limited to a maximum	y be halted a Department tograph the n of two (2)	facts be discovered durat the specific site and to of Museums, Library as site. The period of ter working days from the	he State nd Arts, nporary date of
Final Map Verification:	Phase/Unit No.: _		Date Submitted:	
Where/How Condition is				
THE FELLOW CONCILION IS	sansjiea,			

Page 15

To: Montreux Re: TM0007-002 September 20, 2000

Page 8

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

Final	Map Verification: Phase/Unit No.: Date Submitted:
Wher	e/How Condition is Satisfied:
8.	Prior to the approval of the first final map, a fault study shall be prepared by a registered civil engineer, to delineate potentially active faults through the project. The County Engineer shall be responsible for determining compliance with this condition.
Final	Map Verification: Phase/Unit No.: Date Submitted:
	e/How Condition is Satisfied;
9.	The final map shall designate faults that have been active during the Holocene epoch of geological time and the final map shall contain the following note: NOTE No habitable structures shall be located on a fault that has been active during the Holocene epoch of geological time. The Department of Community Development shall be responsible for determining
/	compliance with this condition.
Final	Map Verification: Phase/Unit No.: Date Submitted:
/	e/How Condition is Satisfied:
w ner	e/Now Condition is Saiss/lea:
10.	Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
Final	Map Verification: Phase/Unit No.: Date Submitted:
	e/How Condition is Satisfied:

3907664 Page 18 of 29 – 08/02/2010 10:12:42 AMAttachment A-1
Page 16

To: Montreux Re: TM0007-002 September 20, 2000

Page 9

A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best management practices and shall, where applicable, include detailed plans for grading and drainage on each lot, erosion control, slope stabilization and mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.

2 *******	map veryication:	rnaseronu No.:	Date Submitted:	
Wher	e/How Condition is	Satisfied:		
	<u> </u>			
		•		
12.	final map. A no privately maintain County Engineer The maintenance	other than golf course, sha ote on the final map shall ined and perpetually funde shall be responsible for det of the common areas shall District Attorney's Office.	indicate that all common d by the homeowners assermining compliance with l also be addressed in the	areas shall be sociation. The this condition. CC&Rs to the
Final	Map Verification:	Phase/Unit No.:	Date Submitted:	
Where	e/How Condition is	Satisfied:		
	•			
	•			
13.	6:00 p.m., Mond approval of the construction acti Highway, The	aintenance, and construction ay through Saturday. Under Department of Community will utilize the prima Department of Community pliance with this condition.	less infeasible otherwise of the mity Development, development, development and Development shall be r	and with prior elopment and t Mount Rose
Final	Map Verification:	Phase/Unit No.:	Date Submitted:	
Where	e/How Condition is	Satisfied:		· · · · · · · · · · · · · · · · · · ·
14.	family residential the driveway acc gutter/median cur shall be provide	tion of the existing structure or upon the recordation of ess onto Bordeaux Drive slab shall be installed. Acces d as necessary. The Cooliance with this condition.	the last final map, whichever the standard manual be abandoned and roads easements and driveway	er comes first, dside curb and improvements
Final	Man Verification:	Phase/Unit No.:	Date Submitted:	
	e/How Condition is			

To: Montreux Re: TM0007-002 September 20, 2000

Page 10

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

Final	Map Verification:	Phase/Unit No.:	Date Subm	itted:
Wher	e/How Condition is S	Satisfied:		
16.	Prior to the record	ation of an affected final n	nap, any applicable Or	der of Abandonment
Final	Map Verification:	Phase/Unit No.:	Date Suhm	\ .
Wher	re/How Condition is S	Satisfied:		
17.	meet with the D approval prior to t notify the Depart	d all successors shall direct of Community he final sale of the site. Annext of Community Develor person of the new pure	y Development to re any subsequent purchast slopment of the name	eview conditions of users of the site shall address, telephone
	Map Verification:	Phase/Unit No.:		
Wher	re/How Condition is S	Sansfied:		

STREETS AND TRAFFIC

- 18. Prior to the approval of a final map which affects the existing access easement as identified on Parcel Map 2718, otherwise known as Piney Creek Road, the following shall be provided to the County Engineer:
 - a. A copy of the recorded "Order of Abandonment" which abandons the existing Piney Creek Road. The Abandonment procedure may result in conditions of approval not contained herein.
 - b. A copy of a recorded Access Easement and Irrevocable Offer of Dedication being 60 feet in width for the relocated portion of Piney Creek Road. If the Area Plan has been modified to eliminate the collector road designation for Piney Creek Road, a minimum 30 foot wide Access Easement, coincident with the adjoining property line shall be provided in lieu of the 60 foot wide easement. The Irrevocable Offer of Dedication and/or Access Easement shall extend from the existing terminus of Piney Creek Road, southward to the southern project boundary, matching the location of the existing Piney Creek Road easement or as may be relocated on the property to the south. The alignment of the relocated easement shall meet County standards. The existing properties adjacent to Piney Creek Road and Montreux shall be provided access easements to Piney Creek Road.

3907664 Page 20 of 29 – 08/02/2010 10:12:42 AM ttachment A-1 Page 18

To: Montreux Re: TM0007-002 September 20, 2000

Page 11

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

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

appropriate and allowed by the County Engineer) meeting Washoe County Standards shall be provided and be included in the improvement drawings for any portion of the development exceeding Washoe County Code thresholds (roadways in excess of 1500 feet or more than 30 lots). Permanent emergency access roads shall extend to county owned and maintained roadways (e.g., Callahan Ranch Road, Piney Creek Road). Emergency Access Easements shall be provided on the affected final map or obtained by separate document from adjacent property owners. Disclosure of the requirement for the perpetual maintenance of on-site and off-site emergency access roads by the Montreux Homeowners Association shall be made to future property owners and prominently noted on at least one sales document signed by a prospective buyer. The County Engineer shall be responsible for determining compliance with this condition. Simal Map Verification: Phase/Unit No.:	Permanent emergency access roads (or temporary emergency access roads as may be appropriate and allowed by the County Engineer) meeting Washoe County Standards shall be provided and be included in the improvement drawings for any portion of the development exceeding Washoe County Code thresholds (roadways in excess of 150 feet or more than 30/lots). Permanent emergency access roads shall extend to count owned and maintained roadways (e.g., Callahan Ranch Road, Piney Creek Road Emergency Access Easaments shall be provided on the affected final map or obtaine by separate document from adjacent property owners. Disclosure of the requirement for the perpetual maintenance of on-site and off-site emergency access roads by the Montreux Homeowners Association shall be made to fluture property owners an prominently noted on at least one sales document signed by a prospective buyer. The County Engineer shall be responsible for determining compliance with this condition. There/How Condition is Satisfied: Date Submitted: Date Submitted: Date Submitted: Date Submitted: Date Submitted: Date Submitted:	Final .	Map Verification:	Phase/Unit	No.:	Date Submitted:	
9. Permanent emergency access roads (or temporary emergency access roads as may be appropriate and allowed by the County Engineer) meeting Washoe County Standards shall be provided and be included in the improvement drawings for any portion of the development exceeding Washoe County Code thresholds (roadways in excess of 1500 feet or more than 30/lots). Permanent emergency access roads shall extend to county owned and maintained roadways (e.g., Callahan Ranch Road, Piney Creek Road). Emergency Access Basements shall be provided on the affected final map or obtained by separate document from adjacent property owners. Disclosure of the requirement for the perpetual maintenance of on-site and off-site emergency access roads by the Montreux Homeowners Association shall be made to future property owners and prominently noted on at least one sales document signed by a prospective buyer. The County Engineer shall be responsible for determining compliance with this condition. Final Map Verification: Phase/Unit No.:	Permanent emergency access roads (or temporary emergency access roads as may be appropriate and allowed by the County Engineer) meeting Washoe County Standards shall be provided and be included in the improvement drawings for any portion of the development exceeding Washoe County Code thresholds (roadways in excess of 150 feet or more than 30/lots). Permanent emergency access roads shall extend to count owned and maintained roadways (e.g., Callahan Ranch Road, Piney Creek Road Emergency Access Easaments shall be provided on the affected final map or obtaine by separate document from adjacent property owners. Disclosure of the requirement for the perpetual maintenance of on-site and off-site emergency access roads by the Montreux Homeowners Association shall be made to fluture property owners an prominently noted on at least one sales document signed by a prospective buyer. The County Engineer shall be responsible for determining compliance with this condition. There/How Condition is Satisfied: Date Submitted: Date Submitted: Date Submitted: Date Submitted: Date Submitted: Date Submitted:	Where	How Condition is	Satisfied:		\ \ \ .	
appropriate and allowed by the County Engineer) meeting Washoe County Standards shall be provided and be included in the improvement drawings for any portion of the development exceeding Washoe County Code thresholds (roadways in excess of 1500 feet or more than 30 lots). Permanent emergency access roads shall extend to county owned and maintained foadways (e.g., Callahan Ranch Road, Piney Creek Road). Emergency Access Easements shall be provided on the affected final map or obtained by separate document from adjacent property owners. Disclosure of the requirement for the perpetual maintenance of on-site and off-site emergency access roads by the Meatreux Homeowners Association shall be made to future property owners and prominently noted on at least one sales document signed by a prospective buyer. The County Engineer shall be responsible for determining compliance with this condition. Final Map Verification: Phase/Unit No.:	appropriate and allowed by the County Engineer) meeting Washoe County Standard shall be provided and be included in the improvement drawings for any portion of the development exceeding Washoe County Code thresholds (roadways in excess of 150 feet or more than 30 lots). Permanent emergency access roads shall extend to count owned and maintained roadways (e.g., Callahan Ranch Road, Piney Creek Road Emergency Access Basements shall be provided on the affected final map or obtained by separate document from adjacent property owners. Disclosure of the requirement for the perpetual maintenance of on-site and off-site emergency access roads by the Montreux Homeowners Association shall be made to future property owners an prominently noted on at least one sales document signed by a prospective buyer. The County Engineer shall be responsible for determining compliance with this condition. There/How Condition is Satisfied: Date Submitted:				$\overline{\wedge}$		
appropriate and allowed by the County Engineer) meeting Washoe County Standards shall be provided and be included in the improvement drawings for any portion of the development exceeding Washoe County Code thresholds (roadways in excess of 1500 feet or more than 30 lots). Permanent emergency access roads shall extend to county owned and maintained foadways (e.g., Callahan Ranch Road, Piney Creek Road). Emergency Access Easements shall be provided on the affected final map or obtained by separate document from adjacent property owners. Disclosure of the requirement for the perpetual maintenance of on-site and off-site emergency access roads by the Meatreux Homeowners Association shall be made to future property owners and prominently noted on at least one sales document signed by a prospective buyer. The County Engineer shall be responsible for determining compliance with this condition. Final Map Verification: Phase/Unit No.:	appropriate and allowed by the County Engineer) meeting Washoe County Standard shall be provided and be included in the improvement drawings for any portion of the development exceeding Washoe County Code thresholds (roadways in excess of 150 feet or more than 30 lots). Permanent emergency access roads shall extend to count owned and maintained roadways (e.g., Callahan Ranch Road, Piney Creek Road Emergency Access Basements shall be provided on the affected final map or obtained by separate document from adjacent property owners. Disclosure of the requirement for the perpetual maintenance of on-site and off-site emergency access roads by the Montreux Homeowners Association shall be made to future property owners an prominently noted on at least one sales document signed by a prospective buyer. The County Engineer shall be responsible for determining compliance with this condition. There/How Condition is Satisfied: Date Submitted:		····				
Where/How Condition is Satisfied: O. All roadway improvements necessary to serve the project shall be designed and constructed to Washoe County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall be responsible for determining compliance with this condition. Phase/Unit No.: Date Submitted:	All roadway improvements necessary to serve the project shall be designed an constructed to Washoe County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The Count Engineer shall be responsible for determining compliance with this condition. The Count is a property of the count in the condition of the count in the condition. The Count is a project shall be responsible for determining compliance with this condition.	19.	appropriate and a shall be provided development exce feet or more than owned and main Emergency Acces by separate documenthe perpetual man Montreux Homeo prominently notes County Engineers	llowed by the and be include eding Washoe 30 lots). Permatained roadway is Easements shent from adjace intenance of cowners Association at least on shall be respons	County Engineer) d in the improver County Code thro nament emergency s (e.g., Callahan all be provided d ent property owne on-site and off-si tion shall be made as ales document ible for determining	meeting Washoe County nent drawings for any por esholds (roadways in exces access roads shall extend Ranch Road, Piney Cres the affected final map on the affected final map of the requite emergency access roade to future property of signed by a prospective bing compliance with this control.	Standards tion of the ss of 1500 I to county bek Road). or obtained rement for ds by the wners and buyer. The ndition.
O. All roadway improvements necessary to serve the project shall be designed and constructed to Washoe County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall be responsible for determining compliance with this condition. Final Map Verification: Phase/Unit No.: Date Submitted:	All roadway improvements necessary to serve the project shall be designed an constructed to Washoe County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The Count Engineer shall be responsible for determining compliance with this condition. Sinal Map Verification: Phase/Unit No.: Date Submitted:						
constructed to Washoe County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall be responsible for determining compliance with this condition. Final Map Verification: Phase/Unit No.: Date Submitted:	constructed to Washoe County standards and specifications and/or financia assurances in an appropriate form and amount shall be provided. The Count Engineer shall be responsible for determining compliance with this condition. The Count in a provided of the count in the condition of the count in the coun	rnere	ATION Condition is	saisjiea.	-		
s tome at word to see a contract and a second to see		Final.	constructed to assurances in an Engineer shall be Map Verification;	Washoe Coun appropriate f responsible for Phase/Unit	ty standards at orm and amoun determining con	nd specifications and/or t shall be provided. The provided of	tinancial re County
		vnere	unow Condinon is:	sauspea:			

3907664 Page 21 of 29 - 08/02/2010 10:12:42 AM**Attachment A-1** Page 19

To: Montreux Re: TM0007-002 September 20, 2000 Page 12

21.	Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
Final	I Map Verification: Phase/Unit No.: Date Submitted:
	re/How Condition is Satisfied:
	PRIVATE STREETS
22.	Prior to release of any financial assurances for the private improvements, the developer shall provide the Engineering Division with a letter prepared by a civil engineer licensed in the State of Nevada, certifying that the private improvements have been constructed in accordance with the approved plans. The County Engineer shall determine compliance with this condition.
Final	Map Verification: Phase/Unit No.: Date Submitted;
Wher	re/How Condition is Satisfied:
No. No.	
23.	The conditions, covenants, and restrictions (CC&Rs) shall prominently note to the satisfaction of the County Engineer that Washoe County will not assume responsibility for maintenance of the private street system of the development nor will Washoe County accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of offer for dedication.
Final	Map Verification; Phase/Unit No.: Date Submitted:
Wher	re/How Condition is Satisfied:

To: Montreux Re: TM0007-002 September 20, 2000 Page 13

24.

24.	Any project street which are designed with sec stacking space. The specific type and size of County Engineer.	urity gates shall provide adequate on-site stacking areas shall be approved by the
Final	Map Verification: Phase/Unit No.:	Date Submitted:
Wher	re/How Condition is Satisfied:	
25.	The developer shall install street lights at intersections are defined as those having more that warrant extra safety considerations in the light control (glare) shall be included in the fix be responsible for determining compliance with	o than 5000 average daily trips or those opinion of the County Engineer. Down trure design. The County Engineer shall
Final	Map Verification: Phase/Unit No.:	Date Submitted:
Where	e/How Condition is Satisfied:	. \
26.	Adequate snow storage easements shall be ide Engineer shall be responsible for determining	compliance with this condition.
	Map Verification: Phase/Unit No.:	Date Submitted:
Where	e/How Condition is Spiisfied:	
27.	Proposed landscaping and/or fencing along sislands shall be designed to meet AASHTO siminimum vertical clearance of 13 ¹ /2 feet shall be responsible for determining the state of the shall be responsible for determining the state of the shall be responsible for determining the shall	ite distances and safety guidelines. A
	e/How Condition is Satisfied:	
28.	The diameter of the cul-de-sac bulb island as such as landscaping, parking, etc., shall be de and an adequate turning radius for garbage to The County Engineer shall be responsible to condition.	esigned to provide safe sight distances rucks, snow plows and moving vans. For determining compliance with this
	Map Verification: Phase/Unit No.:	
Where	e/How Condition is Satisfied:	

To: Montreux Re: TM0007-002 September 20, 2000 Page 14

DRAINAGE

29.	approval of the.dr	approval of this tentative ainage facilities shown on the will occur during the final port.	he tentative map. Final a	pproval of the
Final	Map Verification:	Phase/Unit No.:	Date Submitted:	
Where	e/How Condition is S	atisfied:		
30.	shall be updated to Engineer for approacher things, detain any existing detent preliminary design offsite drainage from and perpetuation to	ation of the first final map, o include the new developmental. The master hydrologied locations, calculations, a tion ponds constructed as a s for any proposed detention natural and man-made so prough the development. The opliance with this condition.	nent areas and submitted y/hydraulic report shall in und "as-built" construction part of the Montreux dev in ponds. The report shall furces and discuss method the County Engineer shall	to the County nelude, among a drawings for relopment, and all also address s of collection
Final	Map Verification:	Phase/Unit No.:	Date Submitted:	
Where	How Condition is S	atisfied:		
31.	hydrology/hydraul All storm drainage constructed to V assurances in an	lization of any portion of ic report for that unit shall improvements necessary to Vashoe County standards appropriate form and amoresponsible for determining Phase/Unit No.:	be submitted to the Countries and specifications and count shall be provided, compliance with this conditions.	anty Engineer. designed and dor financial The County dition.
-			2000 200011111	
w nere	e/How Condition is S	anspea:		
	100-year storm(s) determining comp Map Verification:	ornwater runoff resulting for shall be detained. The Colliance with this condition. Phase/Unit No.:	unty Engineer shall be n Date Submitted:	esponsible for
Where	e/How Condition is S	atisfied:		

3907664 Page 24 of 29 - 08/02/2010 10:12:42 AMAttachment A-1 Page 22

To: Montreux Re: TM0007-002 September 20, 2000

Page 15

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

Final.	Map Verification:	Phase/Unit No.:	Date Submitted:	7/
Where	How Condition is l	Sattsfied:		
				7.
34.	determined for all based on a geote- channel cross-sec publications/calcu channels and open	I proposed channels and ochnical analysis of the chition, and it shall be in a lations. Appropriate limit ditches such that the 100 relocity. The County Engineering	nat which does not cause scoupen ditches. The determination annel soil, proposed channel accordance with acceptable entry shall be provided for all year flows do not exceed the neer shall be responsible for do	on will be lining and ngineering proposed maximum
Final I	Map Verification:	Phase/Unit No.:	Datė Submitted:	
Where	/How Condition is S	Catisfied:		
35.	on the inlet and cused to prevent er of the County Eng	outlet of all drainage structosion at the inlets and outle	her approved alternatives shall tures, and grouted rock rip-ray ets of all pipe culverts to the sa	p shall be
Final I	Map Verification:	Phase/Unit No.:	Date Submitted:	
Where	/How Condition is S	atisfied:		
36.	with a minimum	width of 15 feet and acce	n pipe located within drainage assed directly via public roadw mining compliance with this cor	ays. The
Final I	Map Verification:	Phase/Unit No.:	Date Submitted:	
Where	/How Condition is S	atisfied:		
Ē/				

To: Montreux Re: TM0007-002 September 20, 2000

Page 16

37.

37.	The developer shall provide p drainage from the site into Gale be responsible for determining	ena Creek or Jone	es Creek. The County En	or all storm ngineer shall
Final	Map Verification: Phase/Unit	t No.:	Date Submitted: _	
Wher	e/How Condition is Satisfied:			
				\
38.	For all subdivisions larger than Discharge Permit from the Ne and a copy of said permit should be included with the construction.	evada Division of hall be submitted r Pollution Preve truction improven	Environmental Protection to the County Engineention Plan, as approved the description of the Engineent drawings.	on (NDEP), per prior to
Final	Map Verification: Phase/Unit	No.:	Date Submitted: _	
When	e/How Condition is Satisfied:	N:		
		1		
		,		
	A note on the final map shall Washoe County shall be pri homeowners association. The compliance with this condition drainage facilities shall also be District Attorney's Office. Map Verification: Phase/Unit	ivately maintaine County Engineer on. The mainte e addressed in th	ed and perpetually fun- shall be responsible for mance of the privately	ded by the determining maintained
-		 /		
40.	Right-of-ways/easements shall maintenance prior to finalization be responsible for determining of	of any affected f	final map. The County B	litch and its ngineer shall
Final	Map Verification: Phase/Unit	! No.:	Date Submitted:	
1				
	· · · · · · / · / -		***************************************	
7				
41.	The proposed detention facility the Master Hydrology Report) s located in the Jones Creek water determining compliance with thi	hall be designed a ershed. The Cou	nd constructed with the fi	rst final map
Final	Map Verification: Phase/Unit	! No.:	Date Submitted: _	
	re/How Condition is Satisfied:			
		20 • 330 · 300 · 3		
-				

To: Montreux Re: TM0007-002 September 20, 2000 Page 17 42. Development within Montreux will be subject to flood hazard areas identified in the Preliminary Flood Insurance Rate Map dated September 30, 1999 or as subsequently approved by the Federal Emergency Management Agency (FEMA). The County Engineer shall be responsible for determining compliance with this condition. Phase/Unit No.: ______ Date Submitted: Final Map Verification: Where/How Condition is Satisfied: WATER AND WASTEWATER 43. Prior to first phase of final map recordation, a sanitary sewer report shall be prepared by the applicant's registered engineer which addresses: the estimated sewage flows generated by this project; projected sewage flows from potential or existing developments within tributary · b. the impact on the capacity of existing infrastructure; C. d. proposed collection line sizes, on-site and off-site alignment, and maximum velocities. The Utility Services Division shall determine compliance with this condition. Date Submitted: Final Map Verification: Phase/Unit No.: Where/How Condition is Satisfied: Utility Services Division approved improvement plans shall be used for the construction of any water distribution systems, any sewer collection systems, or appurtenant facilities. These systems or facilities must be inspected and approved by the Utility Services Division. Phase/Unit No.: Date Submitted: Final Map Verification: Where/How Condition is Satisfied: The applicant shall submit a hard copy and an electronic media file of the water line 45. layout on a grading plan also illustrating the lot and street layout. This shall be submitted within 30 days of the date of this letter and prior to any final map submittals. This is necessary in order to perform a hydraulic analysis and evaluation

of the impact upon the water system. The Utility Services Division shall determine

Where/How Condition is Satisfied:

Phase/Unit No.: _____ Date Submitted: _____

Final Map Verification:

compliance with this condition.

3907664 Page 27 of 29 - 08/02/2010 10:12:42 AMAttachment A-1
Page 25

To: Montreux Re: TM0007-002 September 20, 2000 Page 18

46.	The water distribution system, the sanitary sewer collection system, and necessary easements must be offered for dedication to Washoe County along with the recordation of the final map. The Utility Services Division shall determine
	compliance with this condition.
	Map Verification: Phase/Unit No.: Date Submitted:
Wher	re/How Condition is Satisfied;
47.	Improvement drawings shall be in compliance with Washoe County Design Standards. Prior to final map recordation the developer shall submit plans and specifications for the water distribution and the sanitary sewer collection systems, for the on-site improvements, relative to this development to the Utility Services Division for review and approval. A Registered Engineer with the State of Nevada shall design the improvement drawings. The Utility Services Division shall determine compliance with this condition.
Final	Map Verification: Phase/Unit No.: Date Submitted:
Wher	e/How Condition is Satisfied:
48. Final	Connection fees for water and sewer, improvement plan checking fees, and construction inspection deposit fees in accordance with Washoe County Ordinances shall be paid prior to the approval of the final map. The Utility Services Division shall determine compliance with this condition. Map Verification: Phase/Unit No.: Date Submitted:
Wher	e/How Condition is Satisfied:
/	
49.	Any existing wells located on the property of the proposed development which are regarded as "improperly abandoned", shall be properly abandoned in accordance with State of Nevada Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
Final	Map Verification: Phase/Unit No.: Date Submitted:
	e/How Condition is Satisfied:
	
50.	Water rights in accordance with the Forest Area Plan shall be dedicated to Washoe County. The water right must in good standing with the State Division of Water Resources and shall reflect the point of diversion, place of use, and manner of use satisfactory to the Utility Division. The Utility Division shall be responsible for determining compliance with this condition.
Final	Map Verification: Phase/Unit No.: Date Submitted:
	e/How Condition is Satisfied:
rr ner	errow Condition is builsfied:
	Evhibit R

3907664 Page 28 of 29 - 08/02/2010 10:12:42 AM Attachment A-1 Page 26

To: Montreux Re: TM0007-002 September 20, 2000 Page 19

51.	approved by the Utility Services Division. The Utility Services Division shall be responsible for determining compliance with this condition.
Final .	Map Verification: Phase/Unit No.: Date Submitted:
	/How Condition is Satisfied:
52.	The owners certificate on the final map shall contain language indicating that the developer and his assignees agree to the use of residential water meters. The Department of Community Development shall be responsible for determining compliance with this condition.
Final 1	Map Verification: Phase/Unit No.: Date Submitted:
	/How Condition is Satisfied;
	FIRE PROTECTION
	The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the Nevada Division of Forestry. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys as reflected in the Nevada Division of Forestry letters of 1/25/96 and 2/6/96. Access and fire flows concerns shall be addressed prior to the introduction of any combustible materials to the site. The Nevada Division of Forestry shall be responsible for determining compliance with this condition.
Final I	Map Verification: Phase/Unit No.: Date Submitted:
Where	How Condition is Satisfied:
	END OF CONDITIONS

Exhibit "C"

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



Amended Conditions of Approval

Amendment of Conditions Case Number WAC25-0016 For Tentative Subdivision Map Case Number WTM0007-002

The project approved under Amendment of Conditions Case Number WAC25-0016 for Tentative Subdivision Map Case Number TM0007-002 shall be carried out in accordance with the Amended Conditions of Approval granted by the Board of County Commissioners on October 28, 2025, as well as the original conditions of approval approved by the Planning Commission on September 20, 2000. To the extent that these amended conditions of approval conflict with the conditions of September 20, 2000, these amended conditions shall prevail. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable Codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

<u>Unless otherwise specified</u>, all conditions related to the amendment of conditions approval (Case Number WAC25-0016) associated with the 2025 Development Agreement for Tentative Subdivision Map Case Number TM0007-002 shall be met or financial assurance must be provided to satisfy the conditions of approval prior to issuance of a grading or building permit. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Building Division.

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

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

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

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

- Prior to permit issuance (i.e., grading permits, building permits, etc.).
- Prior to obtaining a final inspection and/or a certificate of occupancy.

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

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

Washoe County Engineering and Capital Projects

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

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

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

Truckee Meadows Fire Protection District

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

Contact Name - Dale Way, Deputy Fire Chief, 775.326.6000, dway@tmfpd.us

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

*** End of Amended Conditions ***