

Working Copy

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040
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Summary: To adopt a development agreement for Blue Oaks (WTM19-003) to extend the deadline for recording the first final map to January 7, 2026 and adopt amended conditions of approval (WAC24-0001).

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 NORTH PYRAMID INVESTORS, LLC. FOR BLUE OAKS, A RESIDENTIAL SUBDIVISION (TENTATIVE SUBDIVISION MAP CASE NO. WTM19-003). THE PURPOSE OF THE DEVELOPMENT AGREEMENT IS TO EXTEND THE DEADLINE FOR RECORDING THE FIRST FINAL MAP FROM JANUARY 7, 2024, TO JANUARY 7, 2026, AND TO ADOPT AMENDED CONDITIONS OF APPROVAL (WAC24-0001). THE PROJECT IS LOCATED ALONG CAMPO RICO LANE, EAST OF PYRAMID HIGHWAY. THE PROJECT ENCOMPASSES A TOTAL OF APPROXIMATELY 9.88 ACRES, AND THE TOTAL NUMBER OF RESIDENTIAL LOTS ALLOWED BY THE APPROVED TENTATIVE MAP IS 10. THE PARCEL IS LOCATED WITHIN THE SPANISH SPRINGS PLANNING AREA AND WASHOE COUNTY COMMISSION DISTRICT NO. 4. (APN: 534-600-23.)

WHEREAS:

- A. A tentative subdivision map for Blue Oaks was approved by the Planning Commission on January 7, 2020 (WTM19-003) for a 10-lot residential subdivision; and
- B. The Final Map was submitted to Washoe County for review on November 29, 2023; and
- C. The Landowner has submitted an application for a development agreement to extend the time to record the final map to January 7, 2026; and
- D. 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 final map to

January 7, 2026; and to adopt amended conditions of approval as set forth in WAC24-0001, which amended conditions shall survive termination of the development agreement; and

E. 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 development agreement for Blue Oaks, attached hereto as Attachment A-1 and inclusive of all attachments, including amended conditions of approval as set forth in WAC24-0001 is hereby APPROVED by this ordinance. North Pyramid Investors, 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 3rd day of the month of May of the year 2024.

APN: 534-600-23

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
(BLUE OAKS)**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made by and between **NORTH PYRAMID INVESTORS, 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 9.88 acres in Spanish Springs (the "Property") as more particularly described in Exhibit A, attached hereto.

1.2. Tentative Map. The Property has an approved tentative map for 10 residential lots known as Tentative Subdivision Map Case File No. WTM19-003 (Blue Oaks) (the "Tentative Map"). Said approval was granted by the Washoe County Planning Commission on January 7, 2020. To date, no final maps have been recorded for the Property.

1.3 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 by January 7, 2024.

1.6 Circumstances Warranting an Extension of Time for the Tentative Map. The Landowner has requested additional time to record a final map to work through several issues related to this development. Key issues include: 1) Construction of backbone infrastructure improvements (by third-parties), 2) Sale of the property from the original tentative map applicant to the Landowner in 2022, and 3) Nevada Department of Environmental Protection's (NDEP) inability to approve a

final map due to negative sewer capacity per the 2005 Interlocal Agreement with City of Sparks, with additional detail as follows:

1.6.4 The initial application for the final map approval has now been submitted to Washoe County, and the improvement plans and map are under review by Washoe County staff. The project is intended to be constructed and completed with one (1) phase, and one (1) final map. The Landowner intends to continue the process to final map recordation without pause.

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.

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 9.88 acres in Spanish Springs, more particularly described in Exhibit A: Legal Description.

2.1.2. This Agreement extends the time for recording the final map until January 7, 2026. Unless terminated earlier in accordance with section 2.1.3 or applicable law, the duration of this Agreement shall be until January 7, 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 WAC24-0001 for Tentative Subdivision Map Case Number WTM19-003 (Blue Oaks), attached hereto as Exhibit C. The parties agree that these Amended Conditions of Approval (WAC24-0001) as well as the original Conditions of Approval for Tentative Subdivision Map Case Number WTM19-003 approved by the Washoe County Planning Commission on January 7, 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 WTM19-003 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 and the Code. The permitted use of the Property

pursuant to the Tentative Map is for a 10-lot single-family dwelling residential development on 9.88 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, the original conditions and requirements of the Tentative Map, 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:

**NORTH PYRAMID INVESTORS, 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 North Pyramid Investors, 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

All that certain real property situated in the County of Washoe, State of Nevada, more particularly described as follows:

Parcel 1A, as shown on that certain Tract Map 5440 filed for record in the Office of the County Recorder, on July 22, 2021, as Instrument No. 5206762, Official Records, Washoe County, Nevada.

APN: 534-600-23



Conditions of Approval

Tentative Subdivision Map Case Number WTM19-003

The project approved under Tentative Subdivision Map Case Number WTM19-003 shall be carried out in accordance with the conditions of approval granted by the Planning Commission on January 7, 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.

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: Chris Bronczyk, Planner, 775.328.3612, cbronczyk@washoecounty.us; Dan Cahalane, Planner, 775.328.3628, dcahalane@washoecounty.us

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

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

The Tentative Map for WTM19-003 for Blue Oaks WAS APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON January 7, 2020.

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.

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 **WTPM19-003** APPROVED 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, **Blue Oaks**, MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP; AND ALL CONDITIONS HAVE BEEN MET.

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. 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.

j. A certification letter or series of letters by a registered landscape architect or other persons permitted to prepare landscaping and irrigation plans pursuant to N.R.S. 623A shall be submitted to and approved by Planning and Building / Design Review Committee. The letter(s) shall certify that all applicable landscaping provisions of Articles **[408, 410 and 412]** of the Development Code have been met. Any landscaping plans and the letter shall be wet-stamped. The letter shall indicate any provisions of the code that the Director of Planning and Building Division has waived.

k. All landscaping shall be maintained in accordance with the provisions found in Section 110.412.75, Maintenance. A three-year maintenance plan shall be submitted by a licensed landscape architect registered in the State of Nevada to the Planning and Building Division, prior to a Certificate of Occupancy. The plan shall be wet-stamped.

l. Failure to comply with the conditions of approval shall render this approval null and void.

m. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be submitted to Planning and Building staff for review and subsequent forwarding to the District Attorney for review and approval. The final CC&Rs shall be signed and notarized by the owner(s) and submitted to Planning and Building with the recordation fee prior to the recordation of the final map. The CC&Rs shall require all phases and units of the subdivision approved under this tentative map to be subject to the same CC&Rs. Washoe County shall be made a party to the applicable provisions of the

CC&Rs to the satisfaction of the District Attorney's Office. Said CC&Rs shall specifically address the potential for liens against the properties and the individual property owners' responsibilities for the funding of maintenance, replacement, and perpetuation of the following items, at a minimum:

1. Maintenance of public access easements, common areas, and common open spaces. Provisions shall be made to monitor and maintain, for a period of three (3) years regardless of ownership, a maintenance plan for the common open space area. The maintenance plan for the common open space area shall, as a minimum, address the following:
 - a. Vegetation management;
 - b. Watershed management;
 - c. Debris and litter removal;
 - d. Fire access and suppression; and
 - e. Maintenance of public access and/or maintenance of limitations to public access.
2. All drainage facilities and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowners association.
3. All open space identified as common area on the final map shall be privately maintained and perpetually funded by the homeowners 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. The project and 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.
5. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.
6. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.
7. No motorized vehicles shall be allowed on the platted common area.
8. 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.
9. Mandatory solid waste collection.
10. Fence material (if any), height, and location limitations, and re-fencing standards. Replacement fence must be compatible in materials, finish and location of existing fence.
- n. The common open space owned by the homeowners association shall be noted on the final map as "common open space" and the related deed of conveyance shall specifically provide for the preservation of the common open space in perpetuity. The deed to the open space and common area shall reflect perpetual dedication for that purpose. The deed shall be presented with the CC&Rs for review by Planning and Building staff and the District Attorney.

Washoe County Engineering and Capital Projects

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

Contact: Leo Vesely, 775.328.2041, ivesely@washoecounty.us

- a. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- b. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the 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. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable County Department shall be responsible for determining compliance with this condition.
- d. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the onsite improvements.
- e. A complete set of construction improvement drawings, including an onsite grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best management practices (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.
- f. A note on the final map shall indicate that all drainage facilities shall be privately maintained and perpetually funded by the homeowners association. The maintenance of the drainage facilities shall also be addressed in the homeowners association documents to the satisfaction of the District Attorney's Office.
- g. Any existing easements or utilities that conflict with the development shall be relocated, quitclaimed, and/or abandoned, as appropriate.
- h. Any easement documents recorded for the project shall include an exhibit map that shows the location and limits of the easement in relationship to the project.
- i. 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.
- j. A 10 foot Public Utilities Easement and a 10 foot easement for traffic control signage and plowed snow storage shall be granted adjacent to all street rights-of-way.
- k. A design level geotechnical investigation with fault study shall be provided with the submittal of each final map.
- l. All cut slopes, fill slopes, and berms shall be setback from parcel lines and access easements in accordance with Washoe County Code Article 438.
- m. 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.
- n. The proposed street shall meet all Washoe County design standards for private streets.

- o. The portion of the right-of-way for the Harris Ranch Subdivision primary access road within this final map shall be dedicated to Washoe County.
- p. Prior to the recordation of this final subdivision map, if the Harris Ranch Subdivision primary access road (Kings River Drive) has not been constructed from the intersection with Pyramid Highway to the intersection of the private roadway, the applicant shall provide a financial assurance to guarantee the construction of the portion of Kings River Drive from Pyramid Highway to the intersection with the private roadway. Prior to final approval of the subdivision improvements and release of financial assurance(s), all access roadways including the portion of Kings River shall be fully constructed.
- q. A homeowners association shall be created with the first final map for the purpose of maintaining all private street, common area and drainage facilities.

Washoe County Engineering Division – Drainage (County Code 110.420)

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

Contact Name: Leo Vesely, P.E., 775.328.2041

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. Any increase in stormwater runoff volume resulting from the development based on the 100 storm 10 day storm event shall be retained onsite.
- f. 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."
- g. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and grouted rock riprap shall be used to prevent erosion at the inlets and outlets of all culverts.
- h. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage leaving the site.
- i. The Truckee Meadows Regional Stormwater Quality Management Program Construction Permit Submittal Checklist and Inspection Fee shall be submitted with each final map.
- j. 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 homeowners association. The maintenance and funding of private drainage facilities shall also be

addressed in the homeowners association documents to the satisfaction of the District Attorney's Office.

- k. 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.
- l. 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.
- m. 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.
- n. Drainage easements shall be provided for all storm runoff that crosses more than one lot.
- o. Prior to the finalization of the first final map, an operation and maintenance plan for the maintenance of the project's detention/retention 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.
- p. 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 homeowners 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)

4. The following conditions are requirements of the Washoe County Engineering Division, Traffic and Roadway Program, which shall be responsible for determining compliance with these conditions.

Contact Information: Leo Vesely, P.E., 775.328.2041

- a. All roadway improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided.
- b. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
- c. A note on each affected final map shall state that no direct access from individual lots shall be allowed onto Campo Rico Lane or the Harris Ranch access road. This note shall also be included in the homeowners association documents to the satisfaction of the District Attorney's Office.
- d. 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.

- e. Streetlights shall be constructed to Washoe County standards at locations to be determined at the final design stage.
- f. 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.
- g. All roadways shall be constructed with a minimum of 4 inches of hotmix asphalt meeting the requirements of Washoe County.

Washoe County Engineering Division – Utilities (County Code 422 & Sewer Ordinance)

5. The following conditions are requirements of the Washoe County Engineering Division, Utilities Program, which shall be responsible for determining compliance with these conditions.

Contact Information: Tim Simpson, P.E., 775.954.4648

- a. The applicant shall conform to all conditions imposed by intergovernmental agreements required to provide sewer service to the subject project, and, if required, be a party to any such agreements.
- b. All fees shall be paid or deferred in accordance with Washoe County Ordinance prior to the approval of each final map.
- c. Improvement plans shall be submitted and approved by CSD prior to approval of the final map. They shall be in compliance with Washoe County Design Standards and be designed by a Professional Engineer licensed to practice in the State of Nevada.
- d. The applicant shall submit an electronic copy of the street and lot layout for each final map at initial submittal time. The files must be in a format acceptable to Washoe County.
- e. The applicant shall construct and/or provide the financial assurance for the construction of any on-site and off-site sanitary sewer collection systems prior to signature on each final map. The financial assurance must be in a form and amount acceptable to the CSD.
- f. Approved improvement plans shall be used for the construction of on-site and off-site sanitary sewer collection system. The applicant shall provide an electronic copy of this improvement plans to Washoe County.
- g. The CSD will inspect the construction of the sanitary sewer collection system.
- h. The sewer main shall be extended to be adjacent to all lots within the subdivision and any tributary areas.
- i. The sanitary sewer collection system must be offered for dedication to Washoe County along with the recordation of each final map.
- j. Easements and real property for all sanitary sewer collection systems and appurtenances shall be in accordance with Washoe County Design Standards and offered for dedication to Washoe County along with the recordation of each final map.
- k. A master sanitary sewer report for the entire tentative map shall be prepared and submitted by the applicant's engineer at the time of the initial submittal for the first final map which addresses:
- l. the estimated sewage flows generated by this project,

- m. projected sewage flows from potential or existing development within tributary areas,
- n. the impact on capacity of existing infrastructure,
- o. slope of pipe, invert elevation and rim elevation for all manholes,
- p. proposed collection line sizes, on-site and off-site alignment, and half-full velocities.
- q. No Certificate of Occupancy will be issued until all the sewer collection facilities necessary to serve each final map have been completed, accepted and engineer prepared as-built drawings are delivered to the utility. As-built drawings must be in a format acceptable to Washoe County.
- r. No permanent structures (including rockery or retaining walls, building's, etc.) shall be allowed within or upon any County maintained utility easement.
- s. A minimum 30-foot sanitary sewer and access easement shall be dedicated to Washoe County over any facilities not located in a dedicated right of way.
- t. A minimum 12-foot wide all weather sanitary sewer access road shall be constructed to facilitate access to off-site sanitary sewer manholes.
- u. The CSD shall reserve the right to over-size or realign the design of infrastructure to accommodate future development as determined by accepted engineering calculations. Funding shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate dollar amount to the Developer at the time of recordation of the subdivision map.

Washoe County Health District

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

Contact: James English, 775.328. 2610, JEnglish@washoecounty.us

- a. Construction plans for the development must be submitted to this Health District for approval. The construction drawings must conform to the State of Nevada Regulations Concerning Review of Plans for Subdivisions, Condominiums and Planned Unit Developments, and any applicable requirements of this Health District.
- b. Prior to approval of a final map for the referenced project and pursuant to NAC 278.370, the developer must have the design engineer or a third person submit to the satisfaction this Health District an inspection plan for periodic inspection of the construction of the systems for water supply and community sewerage. The inspection plan must address the following and be included with the final map submittal: a. The inspection plan must indicate if an authorized agency, city or county is performing inspection of the construction of the systems for water supply and community sewerage;
- c. The design engineer or third person shall, pursuant to the approved inspection plan, periodically certify in writing to this Health District that the improvements are being installed in accordance with the approved plans and recognized practices of the trade;
- d. The developer must bear the cost of the inspections; and
- e. The developer may select a third-person inspector, but the selection must be approved by the Health District or local agency. A third-person inspector must be a disinterested person who is not an employee of the developer.
- f. Prior to final map approval, a "Commitment for Service" letter from the sewage purveyor committing sewer service for the entire proposed development shall be submitted to this

Health District. The letter must indicate that the community facility for treatment will not be caused to exceed its capacity and the discharge permit requirements by this added service, or the facility will be expanded to provide for the added service. a. A copy of this letter must be included with the final map submittal.

- g. Prior to final map approval, a "Commitment for Water Service" letter from the water purveyor committing adequate water service for the entire proposed development must be submitted to this Health District. a. A copy of this letter must be included with the final map submittal.
- h. The final map submittal must include a letter from Nevada Division of Environmental Protection to the Health District certifying their approval of the final map.
- i. The final map application packet must include a letter from Division of Water Resources certifying their approval of the final map.
- j. Pursuant to NAC 278.360 of the State of Nevada Regulations Governing Review of plans for Subdivision, Condominiums, and Planned Unit Developments, the development of the subdivision must be carried on in a manner which will minimize water pollution. a. Construction plans shall clearly show how the subdivision will comply with NAC 278.360.
- k. Prior to approval of the final map, the applicant must submit to the Health District the final map fee.
- l. All grading and development activities must be in compliance with the DBOH Regulations Governing the Prevention of Vector-Borne Diseases.

Washoe County Water Resources

- 7. The following conditions are requirements of Washoe County Water Resource Coordinator, which shall be responsible for determining compliance with these conditions.

Contact: Vahid Behmaram, 775.954.4647

- a. There are no water rights conditions for approval of this tentative map.
- b. Following the possible approval of the tentative subdivision map, the potential future project will require water supply and sewer service which in turn will require the expansion of water and sewer services and annexation to TMWA service area, if not already annexed.
- c. Valid water and sewer will serve letters will be required prior to approval of the final map proposed by this tentative map.

TMWA discovery and an annexation agreement are completed and included in the application packet.

*** End of Conditions ***



Amended Conditions of Approval

Amendment of Conditions Case Number WAC24-0001
For Tentative Subdivision Map Case Number WTM19-003

The project approved under Amendment of Conditions Case Number WAC24-0001 for Tentative Subdivision Map Case Number WTM19-003 shall be carried out in accordance with the Amended Conditions of Approval granted by the Washoe County Board of County Commissioners on April 23, 2024. 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 regarding the Tentative Subdivision Map Case Number WTM19-003 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 amended conditions of approval related to the Tentative Subdivision Map Case Number WTM19-003 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 amended conditions imposed regarding the approved Tentative Subdivision Map Case Number WTM19-003 may result in the initiation of revocation procedures.

Washoe County reserves the right to review and revise the amended conditions of approval related to this Tentative Subdivision Map Case Number WTM19-003 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.

Washoe County Amended Conditions of Approval

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 Planning and Building, which shall be responsible for determining compliance with these conditions.

**Contact Name – Chris Bronczyk, Senior Planner, 775.328.3612,
cbronczyk@washoecounty.gov**

- a. The applicant shall attach a copy of the action order approving this project to all permits and applications (including building permits) applied for as part of this approval.
- b. The applicant shall submit construction plans, with all information necessary for comprehensive review by Washoe County, and initial building permits shall be issued within two years from the date of approval by Washoe County. The applicant shall complete grading within the time specified by the building permits. Compliance with this condition shall be determined by the Planning and Building Division.

Nevada Department of Transportation

2. The following conditions are requirements of the Nevada Department of Transportation. NDOT shall be responsible for determining compliance with these conditions.

Contact - Jeff Graham; 775.834.8382; d2traffic@dot.nv.gov

- a. The project is located adjacent to Pyramid Highway which is an NDOT maintained road that is officially designated as SR 445, and functionally classified as a Principal Arterial.
- b. Since the site is located adjacent to SR 445 and has the potential to effect area drainage patterns, the applicant should be required to obtain an occupancy permit from NDOT for the drainage encroachment.
- c. All work proposed within SR 445 right of way will require an encroachment permit and must comply with NDOT's Standard Plans, Access Management System and Standards, Terms and Conditions Relating to Right-of-Way Occupancy Permits, and the Drainage Manual current version at the time of application. Please contact the NDOT District II Permits Office at (775) 834-8330 for information about obtaining NDOT occupancy permits.
- d. This letter does not provide for approval or disapproval of any improvements proposed by the project. NDOT review during the occupancy permit process may result in modification to the proposed improvements or denial.
- e. The State defers to municipal government for land use development decisions. Public involvement for community development related improvements within or adjacent to NDOT right of way should be considered during the municipal land use development process. Significant improvements proposed within NDOT right of way may require additional public involvement. It is the responsibility of the applicant to perform such additional public involvement.