Project Information		Staff Assigned Case No.:	
Project Name: Montreux Development Agreement			
Project Request an Agreement to extend the deadline for presenting for approval the next Description: in a series of final maps to July 24, 2026.			approval the next
Project Address: 0 Bordeaux D	rive, Reno, NV 8951	1	
Project Area (acres or square	+/- 37.01 AC		
Project Location (with point of re	ference to major cross	streets AND area locator):	
South of Mount	Rose Hwy	; at Bordeaux D	rive
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
148-010-60	+/- 24.51		
148-351-08	+/- 12.5		
Indicate any previous Washo Case No.(s). TM0007-002; I		s associated with this applicat ssociated extensions)	ion:
Applicant Info	ormation (attach	additional sheets if necess	ary)
Property Owner:		Professional Consultant:	
Name:Toiyabe Investment Co.		Name:Mahard Consulting, Ltd.	
Address:		Address:	
Carlsbad, CA	Zip: 92008	Reno, NV	Zip: 89501
Phone:	Fax:	Phone:	Fax:
Email:		Email:	
Cell:	Other:	Cell:	Other:
Contact Person: Stanley Jaksic	k	Contact Person:Karen Downs	
Applicant/Developer:		Other Persons to be Contacted:	
Name: Mana Montreux, LLC	-	Name:	
Address:		Address:	
Carlsbad, CA	Zip: 92008		Zip:
Phone:	Fax:	Phone:	Fax:
Email:		Email:	
Cell:	Other:	Cell:	Other:
Contact Person:Orville Power		Contact Person:	
	For Office	Use Only	
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

Project Information		Staff Assigned Case No.:		
Project Name: Montreux De	velopment Agree	ment		
Project Description:				
Project Address:				
Project Area (acres or square fe	et):			
Project Location (with point of re	eference to major cross	s streets <b>AND</b> area locator):		
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:	
Indicate any previous Washo Case No.(s).	e County approval	s associated with this applica	tion:	
Applicant Inf	<b>ormation</b> (attach	additional sheets if necess	sary)	
Property Owner:		Professional Consultant:		
Name: Helvetica CTV Crossbow, LLC		Name:Mahard Consulting, Ltd		
Address:		Address:		
Carlsbad, CA	Zip: 92008	Reno, NV	Zip: 89501	
Phone:	Fax:	Phone:	Fax:	
Email:		Email:		
Cell:	Other:	Cell:	Other:	
Contact Person: Chad Mestler		Contact Person:Karen Downs	Contact Person:Karen Downs	
Applicant/Developer:		Other Persons to be Contacted:		
Name:		Name:		
Address:		Address:		
	Zip:		Zip:	
Phone:	Fax:	Phone:	Fax:	
Email:		Email:		
Cell:	Other:	Cell:	Other:	
Contact Person:		Contact Person:		
	For Office	Use Only		
Date Received:	Initial:	Planning Area:		
County Commission District:		Master Plan Designation(s):		
CAB(s):		Regulatory Zoning(s):		

Project Information		Staff Assigned Case No.:	
Project Name: Montreux De	velopment Agree	ment	
Project Description:			
Project Address:			
Project Area (acres or square fe	et):		
Project Location (with point of re	eference to major cross	s streets <b>AND</b> area locator):	
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
Indicate any previous Washo Case No.(s).	oe County approval	s associated with this applica	tion:
Applicant Inf	ormation (attach	additional sheets if necess	sary)
Property Owner:		Professional Consultant:	
Name: Helvetica Tampa 24, LLC		Name:Mahard Consulting, Ltd.	
Address:		Address:	
Carlsbad, CA	Zip: 92008	Reno, NV	Zip: 89501
Phone:	Fax:	Phone:	Fax:
Email:		Email:	
Cell:	Other:	Cell:	Other:
Contact Person: Chad Mestler		Contact Person:Karen Downs	
Applicant/Developer:		Other Persons to be Contacted:	
Name:		Name:	
Address:		Address:	
	Zip:		Zip:
Phone:	Fax:	Phone:	Fax:
Email:		Email:	
Cell:	Other:	Cell:	Other:
Contact Person:		Contact Person:	
	For Office	e Use Only	
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

Project Information		Staff Assigned Case No.:	
Project Name: Montreux De	velopment Agree	ment	
Project Description:			
Project Address:			
Project Area (acres or square fe	et):		
Project Location (with point of re	eference to major cross	s streets <b>AND</b> area locator):	
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
Indicate any previous Washo Case No.(s).	oe County approval	s associated with this applica	tion:
Applicant Information (attach additional sheets if necessary)			
Property Owner:		Professional Consultant:	
Name: Passive Creek, LLC		Name:Mahard Consulting, Ltd.	
Address:		Address:	
Carlsbad, CA	Zip: 92008	Reno, NV	Zip: 89501
Phone:	Fax:	Phone:	Fax:
Email:		Email:	
Cell:	Other:	Cell:	Other:
Contact Person: Orville Power		Contact Person:Karen Downs	
Applicant/Developer:		Other Persons to be Contacted:	
Name:		Name:	
Address:		Address:	
	Zip:		Zip:
Phone:	Fax:	Phone:	Fax:
Email:		Email:	
Cell:	Other:	Cell:	Other:
Contact Person:		Contact Person:	
	For Office	Use Only	
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

# Amendment of Conditions Application Supplemental Information

(All required Information may be separately attached)

#### **Required Information**

- 1. The following information is required for an Amendment of Conditions:
  - a. Provide a written explanation of the proposed amendment, why you are asking for the amendment, and how the amendment will modify the approval.
  - b. Identify the specific Condition or Conditions that you are requesting to amend.
  - c. Provide the requested amendment language to each Condition or Conditions, and provide both the *existing* and *proposed* condition(s).

The requested Agreement for the Montreux Tentative Map (TM007-002) is to extend the deadline for presenting for approval the next in a series of final maps to July 24, 2026. See attached written explanation of the request and Development Agreement.

2. Describe any potential impacts to public health, safety, or welfare that could result from granting the amendment. Describe how the amendment affects the required findings as approved.

Because this is an existing Tentative Map, and there are no changes to the approved development, there are no potential impacts to public health, safety, or welfare that could result from this agreement. There are no proposed changes to the approved project or conditions of approval, so the requested Agreement extending the deadline for presenting for approval the next in a series of final maps one year will not affect the required findings as approved.



Attachment B Page 6

Civil Engineering Surveying

Water Resources Management

Construction Management
Landscape Architecture

Land Planning

July 23, 2025

Mr. Trevor Lloyd, Planning Manager Washoe County Community Services Department 1001 E. Ninth Street, Bldg. A Reno, NV 89512

RE: REQUEST FOR A DEVELOPMENT AGREEMENT FOR THE MONTREUX SUBDIVISION (TM0007-002) APNs: 148-010-60 & 148-351-08

Dear Mr. Lloyd,

On behalf of the applicant, Mana Montreux, LLC, representing the Landowner, Manhard Consulting appreciates your consideration of the enclosed Amendment of Conditions application requesting an Agreement for the Montreux Subdivision (TM007-002) to extend the deadline for presenting for approval the next in a series of final maps to July 24, 2026.

This Amendment of Conditions application package includes the following:

- Application Fee
- Development Application
- Owner Affidavits
- Proof of Property Tax Payment
- Site Plan Illustrative Montreux Tentative Map
- Application Map Site Plans for Montreux 8a and 8b

#### **Background**

The project area is located south of Mount Rose Highway, at Bordeaux Drive, within the approved Montreux Subdivision. The Montreux Subdivision was approved with conditions on September 20, 2000, for a single-family residential, common open space subdivision. Since project approval, 14 final maps have been recorded and a Development Agreement concerning the development of land was recorded on August 2, 2010 (Document No. 3907664). Additionally, the Development Agreement was extended and amended (Document No. 4377488) to further extend the deadline for presenting for approval the next in a series of final maps to July 24, 2021 with the approval of the Director and Planning and Development Division.

The most recent final map was recorded on June 14, 2021 extending the deadline for presenting for approval the next in a series of final maps to July 24, 2023. An extension of time request was approved by the Planning

Commission on May 2, 2023, extending the deadline for presenting for approval the next in a series of final maps to July 24, 2025, in accordance with NRS 278.360.

#### Request

A property sale was anticipated on a portion of the Tentative Map area, with a final map to record prior to July 24, 2025. However, the property acquisition did not reach completion. At that time, the applicant 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.

The applicant has been working to obtain agency approvals and signatures for Montreux 8b and the final map for Montreux 8b is awaiting recordation.

While going through the final map approval and signature process, the one-year Truckee Meadows Water Authority (TMWA) approval expired on May 15, 2025. TMWA has since requested additional changes which have been re-submitted 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.

NRS 278.360(1) allows the parties to enter into an agreement regarding the extension of time to present for approval the next in a series of final maps. The one-year extension is requested to allow time to secure all remaining signatures and approvals necessary to move forward with recordation prior to expiration. As detailed in the Agreement, the applicant will comply with all terms of the previously-approved Development Agreement for the Montreux Subdivision.

The applicant remains dedicated to developing the project in accordance with the approved Tentative Map and associated Conditions of Approval and the previously approved Development Agreement, and is beginning the preconstruction process of obtaining bids and preparing the project for construction and expects to commence as soon as possible.

Thank you for your consideration. Please contact me at 775-321-6538 or <a href="mailto:kdowns@manhard.com">kdowns@manhard.com</a> if you have any questions or need additional information.

MANHARD CONSULTING, LTD.

Faren Down

Karen Downs

Senior Planner/Project Manager







241 Ridge Street, Suite 400, Rene, NV 89501 ph:775-748-3500 h:775.748.3520 manhard.com Civil Engineers • Surveyors • Weter Resource Engineers • Weter & Westeweter Engineers Construction Managers • Environmental Scientists • Landscape Architects • Planners

MONTREUX UNIT 8A & 8B
WASHOE COUNTY, NEVADA

SHE PLAN			
PROJ. MGR.: SDF	SHEET		
DRAWN BY: SDF	4 5- 4		
DATE: JULY 2025	OF		
SCALE: 1"=400'	MGL.RENV01		

26 Dwg Name: P: \MglrenvO`

#### **AGREEMENT**

(Montreux Subdivision; TM0007-002)

THIS AGREEMENT ("Agreement") is made by and between the following parties and involves the following Tentative Subdivision Map and Development Agreement on the following Property:

Landowner: Toiyabe Investment Co., a Nevada corporation

> Helvetica CTV Crossbow, LLC, a Nevada limited liability company Helvetica Tampa 24, LLC, a Delaware limited liability company

Passive Creek, LLC, a Nevada limited liability company

Washoe County, a political subdivision of the State of Nevada County:

1001 East 9<sup>th</sup> Street

Reno, Nevada 89520-3083 Attn: Planning Division

APNs 148-010-60 and 148-351-08; more particularly described on Property:

Attachment A.

Tentative Map: Tentative Subdivision Map TM0007-002 (Montreux 2000) approved on

September 20, 2000.

Development Development Agreement (DA10-001) for Tentative Map Case No.. Agreement:

TM0007-002, recorded on August 2, 2010 as Document No. 3907664,

Official Records, Washoe County. A copy of the Agreement is attached as

Attachment B.

#### 1. RECITALS

- On September 20, 2000, Washoe County issued an Action Order conditionally approving 1.1 Tentative Subdivision Map No. TM0007-002 (Montreux 2000) pursuant to an application submitted by Landowner.
- 1.2 NRS 278.360 (at the time of Tentative Map approval) requires that a final subdivision map must be presented to the approving authority within two years from the date when the tentative map is approved, unless extended by a development agreement entered into pursuant to NRS 278.0201 et seq.
- 1.3 A Development Agreement concerning the development of land was recorded on August 2, 2010 (Document No. 3907664). The Development Agreement was subsequently extended and amended to further extend the deadline for presenting for approval the next in a series

- of final maps to July 24, 2019 with the possibility of a further extension at the discretion of the Director of Planning and Development Division until July 24, 2021 (Document No. 4377488).
- 1.4 The most recent final map was recorded on June 14, 2021 extending the deadline for presenting for approval the next in a series of final maps to July 24, 2023.
- 1.5 A extension of time request was approved by the Planning Commission on May 2, 2023, extending the deadline for presenting for approval the next in a series of final maps to July 24, 2025, in accordance with NRS 278.360.
- 1.6 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 to be presented prior to the expiration of the current extension of time request by July 24, 2025.
- 1.7 Additional time is requested so that the Landowner is able to finalize remaining agency approvals and to obtain agency signatures on the final map. The following issues related to land development have necessitated this request:
  - 1.7.1 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.
  - 1.7.2 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.
  - 1.7.3 Once all agency approvals and signatures are obtained, the final map will be able to record.

#### 2. AGREEMENT CONCERNING DEVELOPMENT OF LAND

- 2.1 This Agreement is concerning the development of land under NRS 278.0201 and Article 814 of the Washoe County Development Code. In compliance with NRS 278.0201(1), the following covenants, terms and conditions are set forth:
  - 2.1.1 The parties desire to comply with the terms of the Development Agreement for the Montreux Subdivision, attached as Exhibit B.

- 2.1.2 The parties believe it is in the public interest to enter into this Agreement to allow additional time to finalize remaining agency approvals, obtain agency signatures on the final map, and record the final map.
- 2.1.3 This agreement shall extend the deadline for presenting for approval the next in a series of final maps to July 24, 2026.
- 2.1.4 The next final map, to be a minimum of five lots, 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 lots and the deadlines for any final maps shall be governed by NRS 278.360.

#### 3. NO OTHER CHANGES

Except as expressly provided herein related to the extension of the deadline for presenting for approval of the next in a series of final maps to July 24, 2026, the terms of the Development Agreement shall remain unchanged and in full force and effect.

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

<u>LANDOWNER</u> :	
TOIYABE INVESTMENT CO., a Nevada Co	orporation
By:	
Date:	
Name:	
Title	

# HELVETICA CTV CROSSBOW, LLC, a Nevada Limited Liability Company

By:	-
Date:	
Name:	
Title:	-
HELVETICA TAMPA 24, LLC, a Delaware	Limited Liability Company
By:	-
Date:	
Name:	
Title:	-
PASSIVE CREEK, LLC, a Nevada Limited	Liability Company
By:	
Date:	
Name:	-
Title	

<u>COUNTY</u> :		
COUNTY OF WASHOE, a political subdiv WASHOE COUNTY COMMISSIONERS	vision of the State of Nevada, by it	s BOARD OF
By:	-	
, Chairman		
Date:	-	
ATTEST:		
	_	

\_\_\_\_\_, County Clerk

# EXHIBIT A

(Legal Description – to be provided by Manhard, with submittal)

## EXHIBIT B

Development Agreement (DA10-001) for Tentative Map Case No. TM0007-002, recorded on August 2, 2010 as Document No. 3907664, Official Records, Washoe County

#### **EXHIBIT "A"**

#### **LEGAL DESCRIPTIONS**

#### Montreux 8A - APN 148-351-08

Parcel 8-1A, 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.



241 RIDGE STREET, SUITE 400 RENO, NEVADA 89501 (775) 746-3500



Lee H. Smithson P.L.S. Nevada Certificate No. 5097



Attn: Sandra Monsalve Washoe County Department of Community Development P.O. Box 11130

Reno, NV 89520-0027

APNs: 148-010-51, 148-351-05 and 148-222-24

wo/wz/zwlw 10:127agenn8
Requested By
MONTREUX DEVELOPMENT GROUP LLC
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$67.00 RPTT: \$0.00
Page 1 of 29



#### **DEVELOPMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made by and between MONTREUX DEVELOPMENT GROUP, 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 <u>Property</u>. Landowner is the owner of real property located in Washoe County ("County"), Nevada known as Assessor's Parcel Numbers 148-010-51, 148-351-05, and 148-222-24 in Washoe County, Nevada (the "Property"), as more particularly described in Exhibit A, attached hereto, which is subject to County's Forest Area Plan.
- 1.2. <u>Tentative Map</u>. The Property has County a land use designation of Low Density Suburban ("LDS"). LDS allows a density of one single family dwelling per acre. On September 20, 2000 the County issued its Action Order, which is incorporated herein by this reference as Exhibit B, approving a tentative map application for the Property, known as Tentative Subdivision Map Case File No. TM0007-002 (Montreux 2000) (the "Tentative Map"). The development of the Property (the "Project") must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the "Code").
- 1.3 Previous Final Maps. Since the initial approval of the Tentative Map, there have been numerous final maps recorded in a timely manner thereunder, and Landowner and its predecessors have continuously maintained the Tentative Map in good standing. The last final map recorded was for Unit 5 South, a 99-lot tract on 68.47 acres recorded on July 24, 2008 as Tract Map No. 4879, Document No. 3672242 in the office of the Recorder of Washoe County, Nevada.
- 1.4 <u>Circumstances Requiring An Extension of Time.</u> Additional time is requested to allow planned water system infrastructure (well pumphouses and equipment, transmission lines) on adjacent property not within the Tentative Map to be constructed. Said water system infrastructure will allow the use of water rights held by County for Landowner's benefit to be used for the water service commitment of the County for future final map lots of Landowner under the Tentative Map. The parties believe it is in the public interest to enter into this Agreement and provide, among other matters, additional time for construction and dedication to County of water system infrastructure.

# 2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 <u>Compliance with NRS 278.0201 and Code</u>. This Agreement is an agreement concerning the development of land under NRS 278.0201 and Article 814 of the 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 APN Nos. 148-010-51, 148-351-05 and 148-222-24, more particularly described in the legal description attached as Exhibit A.
- 2.1.2. The duration of this Agreement shall be from the date of signing by the Board of County Commissioners to July 24, 2012, 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. The duration of the Agreement may be further extended from July 24, 2012 to July 24, 2014 at the discretion of the Director of Community Development upon timely written request by Landowner.
- 2.1.3. [Intentionally Omitted].
- 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 common open space development, having lot sizes from 8,000 square feet to ± one acre, and an overall density of less than one dwelling unit per acre, which complies with the Property's land use designations.
- 2.1.5. The maximum height and size of the proposed buildings will comply with the Low Density Suburban maximum height limit.
- 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, including participation in special assessment district proceedings if necessary, 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 110.610 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, to be a minimum of five lots, 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 lots. Unless otherwise provided herein, the deadlines for any final maps shall be governed by NRS 278.360.

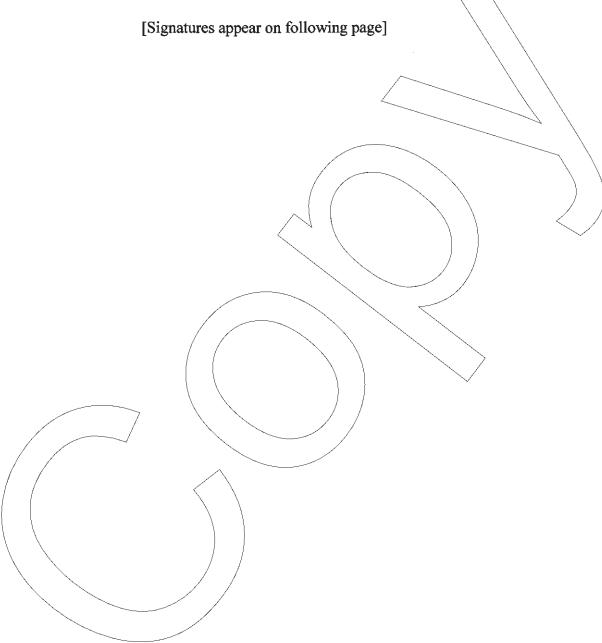
- 2.1.10 Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, the Board of County Commission's Action Order dated December 7, 2005 attached hereto as Exhibit "B", and future final maps.
- 2.2 <u>Code and Changes to the Law.</u> The parties agree 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 amendment to the Prior Agreement shall be given in accordance with NRS 278.0205 and Section 110.814.40 of the Code.
- 2.4 <u>Assumption of Risk</u>. 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.
  - 2.6 [Intentionally Omitted]

### 3. <u>MISCELLANEOUS PROVISIONS</u>.

- 3.1 <u>Time is of the Essence</u>. Time is of the essence of 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 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 <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 Written Amendments. Amendments to this Agreement shall be defined as changes which are not in substantial compliance with the Tentative Map and this Agreement. Amendments, if any, shall be approved as provided in NRS 278.0205 and Section 110.814.40 of the Code. Changes hereto which are in substantial compliance with the overall Tentative Map and this Agreement may be requested by Owners and approved or denied by the Director of Community Development. The Director of Community Development shall also decide whether or not a proposed change is in substantial compliance with the overall Tentative Map. The Owners may appeal an adverse decision by the Director of Community Development to the Board of County Commissioners by written notice filed with the Director of Community Development, if filed within twenty (20) days of receipt of the notice of the adverse decision unless an appeal to the Board of Adjustment is required to occur first. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.
- 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 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 <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.



#### [Signature page to Development Agreement]

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

#### LANDOWNER:

MONTREUX DEVELOPMENT GROUP, LLC, a Nevada limited liability company

By: Nichols Development Company, a

Nevada corporation, Authorized

Representative

By:

ROBERT L. NICHOLS, President

Date:

**COUNTY:** 

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

By:

DAVID HUMKE, Chairman

Date:

ATTEST:

AMY HARYEY, County Clerk

STATE OF NEVADA	)		
	)ss.		$\wedge$
COUNTY OF WASHOE	)		
		March 20	
This instrument was acknow	ledged before me or	1 11(Wich 30)	, 2010 by
ROBERT L. NICHOLS, Pre	sident of Nichols D	evelopment Company, a Ne	vada corporation, as
Authorized Representative	of Montreux Deve	lopment Company, a Nev	ada limited hability
company.			
	~~		
TINA FORD	•	. 1	
NOTARY PUBLIC STATE OF NEVADA	no 40 NO	TARY PUBLIC:	1 yord
Date Appointment Exp: 06 Certificate No: 02-7639			-
	344	Commission Expires:	une 8, 2010
	11-17		
STATE OF NEVADA	)		
	)ss.		
COUNTY OF WASHOE	)		
and to the	/	12/1/18	2010 1
This instrument was	acknowledged before	e me on	, 2010 by
DAVID HUMKE, as Chai Washoe, State of Nevada.	rman of the Board	of County Commissione	is of the County of
washoe, State of Nevada.			
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	NO	TARY PUBLIC: ////	Sencion
RITAL	ENCIONI		Laster
9/149 A VISING ST 3	State of Nevada My	Commission Expires: 09	128/10
No: 94-2090-2 - Expi	res September 28, 2010	•	1
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#### EXHIBIT "A"

#### DESCRIPTION

Parcels of land situate within Sections 3 and 10, T.17N., R.19E., M.D.M., County of Washoe, State of Nevada, more particularly described as follows:

#### APN 148-010-51:

Parcel E-1A of the 2nd Parcel Map for Montreux Development Group, LLC, as shown on the plat thereof, recorded on August 19, 2005 as Parcel Map 4443, Document No. 3264054, Official Records of Washoe County, Nevada.

Containing 34.06 acres, more or less

#### APN 148-351-05:

Parcel 8-1 of Montreux – Unit 8, as shown on the plat thereof, recorded on October 5, 2005 as Subdivision Tract Map 4550, Document No. 3287308, Official Records of Washoe County, Nevada.

Containing 14.05 acres, more or less

#### APN 148-222-24;

Parcel 3 of Parcel Map No. 3 for Montreux Development Group, LLC, as shown on the plat thereof, recorded on June 16, 2006 as Parcel Map 4572, Document No. 3402143, Official Records of Washoe County, Nevada.

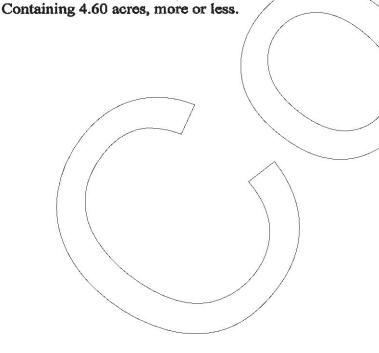


Exhibit "B"



Washoe County Department of Community Development 1001 E. Ninth St., Bldg. A. Post Office Box 11130 Reno, NV 89520-0027 Tel: 775-328-3600 Fax: 775-328-3648 **ACTION ORDER** 

September 20, 2000

Montreux 16475 Bordeaux Drive Reno, Nevada 89511

Dear Applicant:

The Washoe County Planning Commission, at its regular meeting of September 19, 2000, approved, with (53) conditions, the following:

TENTATIVE SUBDIVISION MAP CASE NO. TM0007-002 (MONTREUX 2000) — To develop a single-family residential, common open space subdivision of no more than 357 lots on a ±411.11 acre site. Lots will range in size from a minimum 8,000 square feet to ±1 acre and will average ±23,207 square feet. Common area of ±51.35 acres will include private streets and landscaped areas. ±155.46 acres will be used for golf course area which includes portions of both the new and the previously-approved 18-hole golf course. The remaining ±14.10 acres will be utilized for the future extension of Piney Creek Road and its buffer area. The project consists of fourteen parcels which are designated Low Density Suburban (LDS) and General Rural (GR) in the Forest Area Plan. The property is located south of the Mount Rose Highway (SR 431) at treeline and is accessed via Bordeaux Drive. The parcels are within portions of Sections 2, 3, and 11, T17N, R19B, MDM, Commission District 2 in the area encompassed by the Galena-Steamboat Citizens Advisory Board, Washoe County, Nevada. (APN: 047-010-02, 047-141-09, 148-010-04, 148-010-06, 148-010-27, 148-010-31, 148-010-40, 148-050-01, 148-050-02, 148-170-01, 148-170-02, 148-170-03, 148-191-03, and 148-191-04)

The conditional approval for the tentative map was based on the following findings:

- That the design and proposed improvements of the tentative subdivision map, as conditioned conform to the policies and guidelines of the Forest Area Plan, the Washoe County Comprehensive Plan, and the Washoe County Code;
- 2. That the tentative subdivision map complies with the density requirements of the Development Code;
- 3. That the submitted tentative subdivision map, as conditioned by the Planning Commission, ensures compliance with the common open space development requirements of Article 408 of the Development Code;

Robert W. Sellman, Director



To: Montreux Re: TM0007-002 September 20, 2000 Page 2

- 4. That the areas of the site that are proposed for development are physically suited for the type of development proposed and that areas that are unsuited are left undeveloped or their development will be successfully mitigated;
- 5. That the subdivision will meet the requirements of Article 702 of the Development Code in that the applicant is required to install community sanitary sewer and the South Truckee Meadows Regional Wastewater Treatment Facility has capacity available to serve this proposed development;
- 6. That the design of the subdivision and the types of proposed improvements would be unlikely to cause significant public health problems since the development would be served by a community sewer system, would have mandatory refuse collection, would employ appropriate dust control measures, and would utilize drainage collection measures which are acceptable to Washoe County;
- 7. That the design of the subdivision and the type of improvements would not conflict with the Piney Creek Road easements and, in fact, can enhance use by the public at large for access through, or use of property within, the proposed subdivision;
- 8. That the final design of the subdivision is required to provide any necessary access to surrounding, adjacent lands and is required to provide appropriate secondary access for emergency vehicles;
- 9. That any land and improvements required to be dedicated to Washoe County are consistent with the Comprehensive Plan, the adopted Washoe County Parks Master Plan, and the Washoe County Code;
- 10. That the design of the subdivision, to the extent feasible, provides for future passive or natural heating or cooling opportunities in the subdivision through the use of specified building envelopes to protect adjoining parcels and through the requirements and standards to be employed by the Architectural Control Committee;
- 11. That the Planning Commission finds that, in accordance with Washoe County Code 110.408.15, the members of the development would be satisfactorily served by the proposed non-residential uses (i.e., golf course, other recreational facilities, open space, private streets, etc.):
- 12. That the adverse impacts on wildlife access are substantially reduced by ample quality open space and appropriate fencing;
- 13. That the public trails that are currently under construction or constructed have been required to address county and state concerns for access and maintenance;
- 14. That the proposed emergency access will not result in adverse effects upon a local family cemetery or a Washoe County parksite;
- 15. That adequate primary and secondary/emergency access to the project would be assured by the conditions of approval;
- 16. That the existing development has demonstrated that it is an asset to the community and region;

Page 3

- 17. That the conditions of approval and the procedures for establishing compliance with the conditions of approval ensure conformance with NRS 278.349 (Standard Considerations for Subdivisions); and
- 18. That the Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

Unless appeals are filed in the time period stipulated in the Washoe County Development Code, the decision by the Planning Commission is final.

Yours truly,

Robert W. Sellman

Director and Secretary to the Planning Commission

RWS/DY/jep(TM0007-002F1)

Cc:

Applicant:

Montreux, 16475 Bordeaux Drive, Reno, NV 89511

Property Owners: Sam S. Jaksick, Jr., Montreux Joint Venture/Montreux South 51 L.L.C./-Montreux Golf Club, LTD., 2500 Spinnaker Drive, Reno, NV 89509; James M. Smrt, LCH Holding Company, LLC, 16475 Bordeaux Drive, Reno, NV 89511; Rob/Nichols, 16475 Bordeaux Drive, Reno, NV 89511

Representatives: Jeff Codega Planning/Design, Inc., 431 West Plumb Lane, Reno, NV 89509; Robert M. Sader, LTD., 462 Court Street, Reno, NV 89501-1796

Agencies: Jim Barnes, DA's Office; Judy Ramos, Assessor's Office; John Faulkner, Chief Appraiser, Assessor's Office; Terri Svetich, Utility Services Division; Engineering Division; Nevada Division of Forestry, 885 Eastlake Boulevard, Carson City, NV 89701; Nevada Division of Environmental Protection, 333 West Nye Lane, Suite 138, Carson City, NV 89706; Regional Transportation Commission, Post Office Box 30002, Reno, NV 89520; Truckee Meadows Regional Planning Agency, Chamber Tower, 1 East First Street, Suite 900, Reno, NV 89501;

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

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

#### \*\*\* IMPORTANT -- PLEASE READ \*\*\*

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

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

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT LEAST FIFTY-SEVEN (57) DAYS BEFORE THE ANTICIPATED 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.

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

#### GENERAL CONDITIONS

		SELECTE SOLID	110130	$\wedge$
1.	ordinances, rules, tentative map or,	nal construction drawings regulations, and policies if requested by the dev ffect at the time of approve	in effect at the time eloper and approved	of submittal of the
Final.	Map Verification:	Phase/Unit No.:	Date Submit	ted:
Where	/How Condition is S	atisfied:		
2.	with and made par final approving a	e in substantial compliance t of this tentative map requitations. Substantial co and the Department of Co	uest, as may be amend impliance shall be d	ed by action of the letermined by the
Final I	Map Verification:	Phase/Unit No.:	Date Submit	ted:
Where	/How Condition is S	atisfied:		
				<u>/</u>
3.	408 of the Develorallow:  a. a minimum loo b. a minimum av c. a minimum av d. a minimum fre e. a minimum si f. a minimum si feet; g. a minimum re common areas h. a minimum re	l be in substantial compli- pment Code. The permitt t size of 8,000 square feet; erage lot width of 60 feet is erage lot width of 90 feet is ont yard requirement of 20 le yard requirement of 5 fe de yard requirement of 10 ar yard requirement of 15 or golf course; and ar yard requirement of 30 fe	for lots 10,000 square to lots greater than 10 feet; et on lots 10,000 square feet for lots greater to feet for all lots with a feet for all remaining lots feet for all remaining lots.	Sevelopment Code feet or less; ,000 square feet; re feet or less; han 10,000 square rear yards abutting ots.
	previously control square feet. Lots space, golf course shown along De C is permitted due to shall be placed on and each succeed density of 0.87 un above information	s abutting a residentially-dead by Montreux Joint Verwill be considered abutting, or dedicated trail betwee hardin Lane. A note, station the transfer of density the every sheet of each final ming final map shall not its per acre. Each final map that will include final map in the final map in that will include final map in that will include final map in the final map in t	nture, shall contain a many if there is less that the internal and externing that no further substant at allowed formation on ap, other than the covernulatively exceed up shall contain a cumulaps approved under the	n 75 feet of open al lots, except as division of any lot of the subdivision, wer sheet. The first the average grossulative table of the se prior approvals,

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	atisfied:		

- 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.

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.

******	map rerification;	Phase/Unit No.:	/	Date Submitted: ·	
Wher	e/How Condition is S	Satisfied:			\
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5.	primary and secon Safety Departmen shall be at an appression of the li- height, and, if appression advised of amend new individual situation.	dary building envelopes t and the Department of ropriate and readily mea ot and block number, the licable, protected areas, ments to the approved	for each common surable building to the B	veloper shall submit a situh individual lot to the Buinunity Development. The scale for an 8½" x 11" ng envelope, setbacks and trees, etc. Washoe Count envelopes upon their chailding and Safety Depart	iding and site plan sheet and structure ty will be lange and
inal	Map Verification:	Phase/Unit No.:	1 1	Date Submitted:	
Vher	e/How Condition is S	atisfied.	TI		
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6.	A note shall be pla	ced on all grading plans	and con	estruction drawings stating	r:
•		NOTE		•	6
	development, w Historic Preserv shall be notifie	ork shall temporarily be ration Office of the Dep d to record and photogr	halted artment aph the	ifacts be discovered during at the specific site and the of Museums, Library and site. The period of tem working days from the control of the factor of the control of the	e State d Arts, porary
Final	Map Verification:	Phase/Unit No.:		Date Submitted:	
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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.

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When	re/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:
	re/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	l Map Verification: Phase/Unit No.: Date Submitted:
When	re/How Condition is Satisfied:
(	•
10.	Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
Fina	I Map Verification: Phase/Unit No.: Date Submitted:
rrnei	re/How Condition is Satisfied:

Where/How Condition is Satisfied: \_

Page 9

11. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best management practices and shall, where applicable, include detailed plans for grading and drainage on each lot, erosion control, slope stabilization and mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan. Final Man Verification: Phase/Thit No . Data Cubwitted

- 11100	may ra grounding	x ridger Critic Ind.	Date Suom	IHOU.
Wher	e/How Condition is .	Satisfied:		
		<u> </u>		
12.	final map. A no privately maintain County Engineer The maintenance	other than golf course, shate on the final map shat! need and perpetually fundershall be responsible for detroit the common areas shall District Attorney's Office.	indicate that all come by the homeowner ermining compliance I also be addressed in	amon areas shall be association. The with this condition.
Final	Map Verification:	Phase/Unit No.:	Date Submi	ltted:
Where	e/How Condition is S	Satisfied:		
	<u>.</u>			
13.	6:00 p.m., Monda approval of the construction activ Highway, The I	intenance, and construction of through Saturday. Unleading the Department of Community will utilize the primar Department of Community	less infeasible otherwhity Development, ry access for Montre / Development shall	vise and with prior development and oux at Mount Rose
/	determining comp	liance with this condition.		
Final	Map Verification:	Phase/Unit No.:	Date Submi	itted:
Where	e/How Condition is i	Satisfied:		
14.	family residential the driveway acce gutter/median curl shall be provided	on of the existing structure or upon the recordation of its onto Bordeaux Drive sho shall be installed. Access as necessary. The Coulinnee with this condition.	the last final map, whall be abandoned and seements and driver	nichever comes first, d roadside curb and eway improvements
Final	Map Verification:	Phase/Unit No.:	Date Submi	tted:

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.: _		Phase/Unit No.:	Date Submitted:		
Wher	Where/How Condition is Satisfied:				
16.	Prior to the record	ation of an affected final m	ap, any applicable Order locument provided to the	of Abandonment County Engineer	
Final	Map Verification:	Phase/Unit No.:	Date Submitted	l:	
Wher	e/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. A nent of Community Develop person of the new purchase	Development to revieurly subsequent purchasers forment of the name, ad	w conditions of s of the site shall dress, telephone	
Final	Map Verification:	Phase/Unit No.:	Date Submitted	<u> </u>	
Wher	e/How Condition is !	Satisfied:			

#### STREETS AND TRAFFIC

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

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

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

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19.	appropriate and a shall be provided development excepted feet or more than owned and mair Emergency Acceby separate documents the perpetual management of the prominently noted County Engineer	allowed by the and be include eeding Washoe 30 lots). Per ntained roadways Easements in the form adjace aintenance of owners Associed on at least or shall be response.	County Engineer of in the improve County Code the manent emergency (e.g., Callaha hall be provided event property own on-site and off-sation shall be made as decument of the sales document of the sales document in the sa	y emergency access roads at meeting Washoe County ment drawings for any portesholds (roadways in excess y access roads shall extend a Ranch Road, Piney Creens, Disclosure of the requisite emergency access roads to future property out signed by a prospective being compliance with this compared to the statement of the requisite emergency access roads to future property out signed by a prospective being compliance with this compared with this compared to the statement of the state	Standards tion of the ss of 1500 to county ek Road). It obtained rement for ds by the wners and uyer. The adition.
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y ner	re/How Condition is	Satisfied:			
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20.	constructed to	Washoe Cour	nty standards a form and amour	the project shall be desi nd specifications and/or nt shall be provided. The mpliance with this condition	financial c County
Final	Man Verification:	Phase/Unit	No.:	Date Submitted:	
w ner	re/How Condition is	sausjiea:			

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

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

24.	Any project street stacking space. County Engineer.	which are designed with the specific type and s	th security gates ize of stacking a	shall provide adeq reas shall be appro-	uate on-site
Final	Map Verification:	Phase/Unit No.:	D	ate Submitted:	
		Satisfied:			
	• 90360 % 960			~	
25.	intersections are of that warrant extra light control (glar	nail install street light defined as those having safety considerations e) shall be included in determining compliance	more than 500 in the opinion of the fixture desig	0 average daily tri the County Engine n. The County Eng	ps or those cer. Down
Final	Map Verification:	Phase/Unit No.:	Do	ate Submitted:	
Wher	e/How Condition is .	Satisfied:		. \	
·					1107 Million Various V
26. Final		torage easements shall responsible for determ  Phase/Unit No.:	ining compliance		on.
Wher	e/How Condition is l	Satisfied:		<u> </u>	
					· · · · · · · · · · · · · · · · · · ·
27. Final	islands shall be d minimum vertical	ping and/or fencing all esigned to meet AASI clearance of 13 <sup>1</sup> /2 fe shall be responsible for Phase/Unit No.:	ITO site distance the shall be main determining con	es and safety guid ntained over all str mpliance with this	lelines. A reets, The
Wher	e/How Condition is t		•		
28.	such as landscapi	the cul-de-sac bulb isling, parking, etc., shall turning radius for gar ineer shall be respons	be designed to bage trucks, sno	provide safe sight w. plows and mo	t distances ving vans.
Final	Map Verification:	Phase/Unit No.:	Da	ite Submitted:	
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		· · · · · · · · · · · · · · · · · · ·			

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

#### DRAINAGE

29.	approval of the.d	rainage facilities shown on to will occur during the final	map shall not be construed as final the tentative map. Final approval of the map review and will be based upon the	
Final I	Map Verification:	Phase/Unit No.:	Date Submitted:	
Where,	How Condition is	Satisfied:		
	·			_
30.	shall be updated Engineer for appropriate things, detated any existing deter preliminary design offsite drainage from the control of and perpetuation to for determining control of the	to include the new development. The master hydrological locations, calculations, attion ponds constructed as a serior any proposed detention natural and man-made so through the development. The mpliance with this condition.	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	\ ). ~
Final l	Map Verification:	Phase/Unit No.:	Date Submitted:	
		Satisfied:		
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31.	hydrology/hydrau All storm drainag constructed to assurances in an	lic report for that unit shall a improvements necessary to Washoo County standards appropriate form and am	f the tentative map, a final, detailed is be submitted to the County Engineer. a serve the project shall be designed and and specifications and/or financial ount shall be provided. The County compliance with this condition.	
Final 1	Map Verification:	Rhase/Unit No.:	Date Submitted:	
	/How Condition is:			
32.	100-year storm(s) determining comp	shall be detained. The Coliance with this condition.	from the development and based on the bunty Engineer shall be responsible for	
			Date Submitted:	

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

Final	Map Verification:	Phase/Unit No.:	Date Submitted:	7 7
Wher	e/How Condition is l	Satisfied:		
				1.
34.	determined for al based on a geote channel cross-sec publications/calcu channels and open	I proposed channels and chinical analysis of the chition, and it shall be in a lations. Appropriate lining ditches such that the 100 relocity. The County Engineers	nat which does not cause scour) shapen ditches. The determination wannel soil, proposed channel lining accordance with acceptable enginengs shall be provided for all propers flows do not exceed the maximeer shall be responsible for determined	vill be g and sering posed imum
Final		Phase/Unit No.:	Datė Submitted:	
Wher	e/How Condition is S	Catisfied:		
35,	on the inlet and c	outlet of all drainage structorion at the inlets and outlineer.	her approved alternatives shall be p tures, and grouted rock rip-rap sha ets of all pipe culverts to the satisfa	all be action
			Date Suomittea.	
V her	e/How Condition is S	Satisfied:		
36.	with a minimum	width of 15 feet and acce	in pipe located within drainage eases seed directly via public roadways. mining compliance with this condition	The
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Final	Map Verification:	Phase/Unit No.:	Date Submitted:	
Where	e/How Condition is S	atisfied:		
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37.	The developer shall provide pretreatment for petrochemicals and silt for all storm drainage from the site into Galena Creek or Jones Creek. The County Engineer shall be responsible for determining compliance with this condition.	
Final	Map Verification: Phase/Unit No.: Date Submitted:	
Wher	How Condition is Satisfied:	
38.	For all subdivisions larger than five acres, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection (NDEP) and a copy of said permit shall be submitted to the County Engineer prior to construction. The Stormwater Pollution Prevention Plan, as approved by NDEP shall be included with the construction improvement drawings.	,
Final	Map Verification: Phase/Unit No.: Date Submitted:	<del>/_</del>
When	How Condition is Satisfied:	/
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	A note on the final map shall indicate that all drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowners association. The County Engineer shall be responsible for determining compliance with this condition. The maintenance of the privately maintained drainage facilities shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.  Map Verification:  Phase/Unit No.:  Date Submitted:	e d
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40.	Right-of-ways/easements shall be reserved for any existing irrigation ditch and it maintenance prior to finalization of any affected final map. The County Engineer shall be responsible for determining compliance with this condition.	s 1
Final	App Verification: Phase/Unit No.: Date Submitted:	
	How Condition is Satisfied:	
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41.	The proposed detention facility located north of lot 708 (within drainage basin J3A of the Master Hydrology Report) shall be designed and constructed with the first final material located in the Jones Creek watershed. The County Engineer shall be responsible for determining compliance with this condition.	p or ·
Final	Map Verification: Phase/Unit No.: Date Submitted:	
	How Condition is Satisfied:	
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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; · b. projected sewage flows from potential or existing developments within tributary areas: 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. Final Map Verification: Phase/Unit No.: Date Submitted: 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

Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_

Final Map Verification:

compliance with this condition.

Where/How Condition is Satisfied:

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46.	The water distribution system, the sanitary sewer collection system, and necessary easements must be offered for dedication to Washoe County along with the recordation of the final map. The Utility Services Division shall determine compliance with this condition.				
Final	Map Verification: Phase/Unit No.: Date Submitted:				
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	re/How Condition is Satisfied:				
48.	Connection fees for water and sewer, improvement plan checking fees, and construction inspection deposit fees in accordance with Washoe County Ordinances shall be paid prior to the approval of the final map. The Utility Services Division shall determine compliance with this condition.				
Final	Map Verification: Phase/Unit No.: Date Submitted:				
/	re/How Condition is Satisfied:				
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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.				
774.	Map Verification: Phase/Unit No.: Date Submitted:				
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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:				
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51. No water meters shall be set until the water distribution system is operationally approved by the Utility Services Division. The Utility Services Division shall be responsible for determining compliance with this condition. Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: Where/How Condition is Satisfied: \_\_\_\_ 52. The owners certificate on the final map shall contain language indicating that the developer and his assignees agree to the use of residential water meters. The Department of Community Development shall be responsible for determining compliance with this condition. Phase/Unit No.: \_\_\_\_ Final Map Verification: \_\_\_\_ Date Submitted: Where/How Condition is Satisfied; FIRE PROTECTION 53. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the Nevada Division of Forestry. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys as reflected in the Nevada Division of Forestry letters of 1/25/96 and 2/6/96. Access and fire flows concerns shall be addressed prior to the introduction of any combustible materials to the site. The Nevada Division of Forestry shall be responsible for determining compliance with this condition. \_\_\_\_\_ Date Submitted: \_\_\_ Final Map Verification: Phase/Unit No.: Where/How Condition is Satisfied: END OF CONDITIONS

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#### 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 the following:

- (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 in quantity 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 protection, transportation, recreation and parks;
- (e) General 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 or highways to serve the subdivision;
- (h) Physical characteristics of the land such as floodplain, slope, and soil; and
- (i) The recommendations and comments of those entities reviewing the tentative map pursuant to NRS 278.330 and 278.335.
- 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.