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- Washoe County
- Comptrollers Office
- PO Box 11130
- Reno, NV 89520

STATE OF NEVADA  
COUNTY OF WASHOE

ss Sue Dummar

Being first duly sworn, deposes and says:  
That as the legal clerk of the RENO  
GAZETTE-JOURNAL, a daily newspaper  
published in Reno, Washoe County,  
State of Nevada, that the notice:

Ordinance 1163

has published in each regular and entire  
issue of said newspaper on the following  
dates to wit:

May 31, June 7, 2002

Signed *Sue Dummar*

Subscribed and sworn to before me this

JUN 10 2002

*Tana Ciccotti*

Notary Public

PROOF OF PUBLICATION

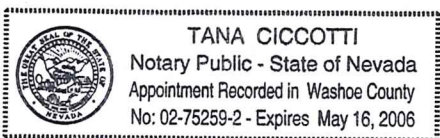
NOTICE OF ADOPTION  
WASHOE COUNTY  
ORDINANCE NO. 1163

NOTICE IS HEREBY GIVEN THAT: Bill No. 1341, Ordinance No. 1163 entitled An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving the final Development Agreement for George W. Stinson. The agreement facilitates the development of a 40.04-acre site into four parcels, each 10 acres in size. The property is designated Medium Density Rural (MDR) and General Rural (GR) in the Warm Springs Specific Plan and is within a portion of the NW/4 of section 15, T22N, R21E, MDM, Washoe County, Nevada (APN: 077-130-14) was adopted on May 28, 2002 by Commissioners Bond, Galloway, Sferrazza, Shaw and Short. This ordinance shall be in full force and effect from and after June 7, 2002.

Typewritten copies of the ordinance are available for inspection by all interested persons at the office of the County Clerk, 75 Court Street, Reno, Nevada.

AMY HARVEY,  
Washoe County Clerk and  
Clerk of the Board of  
County Commissioners

No. 2048-May 31; June 7, 2002



JUN 14 2002

SUMMARY: An ordinance approving the final Development Agreement for George Stinson, facilitating the creation of four ten-acre parcels.

BILL NO. 1341

ORDINANCE NO. 1163

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING THE FINAL DEVELOPMENT AGREEMENT FOR GEORGE W. STINSON. THE AGREEMENT FACILITATES THE DEVELOPMENT OF A ±40.04-ACRE SITE INTO FOUR PARCELS, EACH 10 ACRES IN SIZE. THE PROPERTY IS DESIGNATED MEDIUM DENSITY RURAL (MDR) AND GENERAL RURAL (GR) IN THE WARM SPRINGS SPECIFIC PLAN AND IS WITHIN A PORTION OF THE NW/4 OF SECTION 15, T22N, R21E, MDM, WASHOE COUNTY, NEVADA (APN: 077-130-14).

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

SECTION 1. The final Development Agreement for George Stinson, including its attached exhibits and references, is an acceptable document with which to bind the future development of the described property for a period of time not to exceed one year.

Proposed on the 14th day of May, 2002.

Proposed by Commissioner Bond.

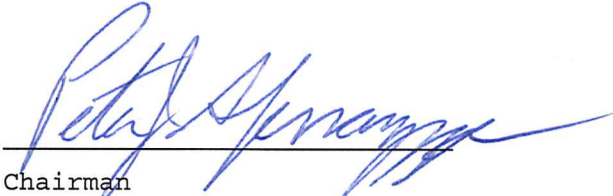
Passed on the 28th day of May, 2002.

Vote:

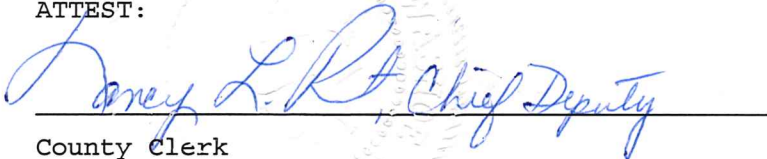
Ayes: **Sferrazza, Bond, Galloway, Shaw, and Short**

Nays:

Absent:

  
Chairman  
Washoe County Commission

ATTEST:

  
County Clerk

This ordinance shall be in force and effect from and after the 7th day of June, 2002.

09/20/2010 11:25:45 AM  
Requested By  
WASHOE COUNTY CLERK  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Fee: \$0.00 RPTT: \$0.00  
Page 1 of 116



( for Recorder's use only )

APN# N/A

**Recording Requested by:**  
Name: Washoe County Clerk  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**When Recorded Mail to:**  
Name: Washoe County Clerks Office  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**Mail Tax Statement to:**  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

Ordinance No. 1163  
( Title of Document )

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:  
\_\_\_\_\_  
(State specific law)

Jaime Delleria  
Signature

Deputy Clerk  
Title

JAIME DELLERIA  
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink. (Additional recording fee applies)

SUMMARY: An ordinance approving the final Development Agreement for George Stinson, facilitating the creation of four ten-acre parcels.

BILL NO. 1341

ORDINANCE NO. 1163

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING THE FINAL DEVELOPMENT AGREEMENT FOR GEORGE W. STINSON. THE AGREEMENT FACILITATES THE DEVELOPMENT OF A ±40.04-ACRE SITE INTO FOUR PARCELS, EACH 10 ACRES IN SIZE. THE PROPERTY IS DESIGNATED MEDIUM DENSITY RURAL (MDR) AND GENERAL RURAL (GR) IN THE WARM SPRINGS SPECIFIC PLAN AND IS WITHIN A PORTION OF THE NW/4 OF SECTION 15, T22N, R21E, MDM, WASHOE COUNTY, NEVADA (APN: 077-130-14).

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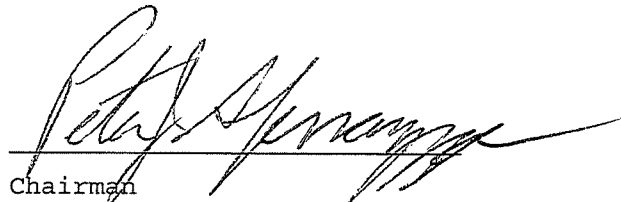
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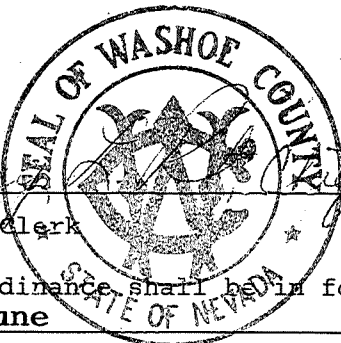
Ayes: **Sferrazza, Bond, Galloway, Shaw, and Short**

Nays:

Absent:

  
Chairman  
Washoe County Commission

ATTEST:



  
County Clerk

This ordinance shall be in force and effect from and after the 7th day of June, 2002.

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STATE OF NEVADA  
 COUNTY OF WASHOE

ss Tana Ciccotti

Being first duly sworn, deposes and says:  
 That as the legal clerk of the RENO  
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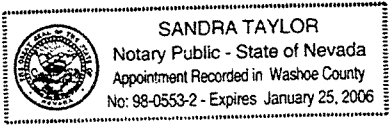
Bill 1341

has published in each regular and entire  
 issue of said newspaper on the following  
 dates to wit:  
 May 17, 2002

Signed *T. Ciccotti*

Subscribed and sworn to before me this  
 MAY 17 2002

*Sandra Taylor*  
 Notary Public

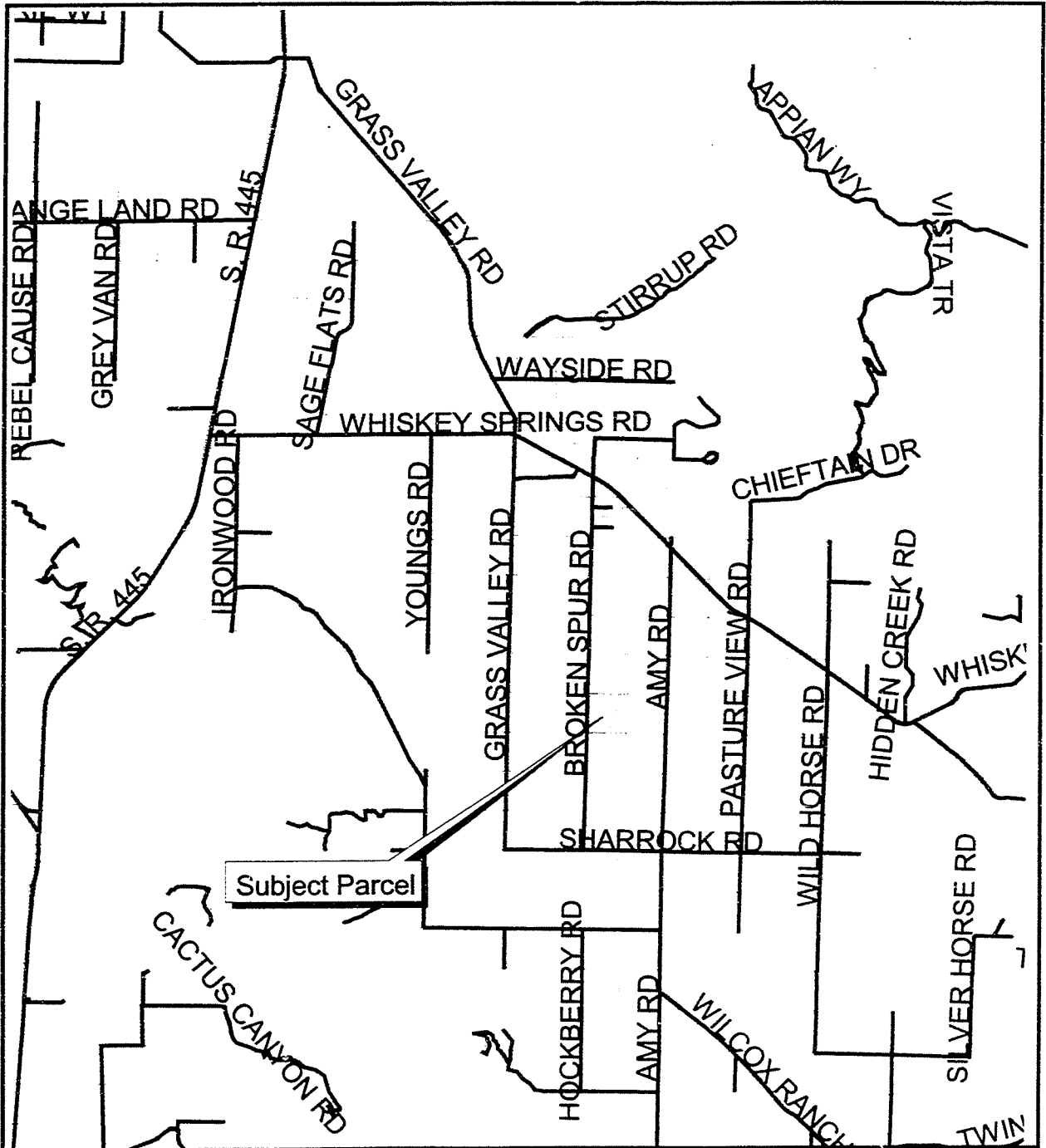


**PROOF OF PUBLICATION**

**NOTICE OF PUBLIC HEARING BILL NO. 1341**  
 NOTICE IS HEREBY GIVEN that the Washoe County Board of Commissioners will hold a public hearing in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, on Tuesday, May 28, 2002, at 5:30 p.m. to consider the adoption of Bill No. 1341 entitled as follows:  
 An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving the final Development Agreement for George W. Shreve. The agreement facilitates the development of a 140.04-acre site into four parcels, each 10 acres in size. The property is designated Medium Density Rural (MDR) and General Rural (GR) in the Warm Springs Specific Plan and is within a portion of the NW/4 of section 15, T22N, R21E, MDM, Washoe County, Nevada (APN: 077-130-14).  
 Anyone wishing to protest or affirm may do so by appearing at the above-named time and place.  
 AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners  
 No.1848 May 17, 2002

02-561

MAY 20 2002



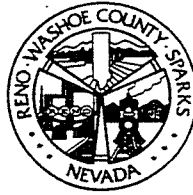
Vicinity Map

Development Agreement Case No. DA12-4-98  
George Stinson Development Agreement



5/1/2002





# DISTRICT HEALTH DEPARTMENT

**DATE:** March 25, 2002

**TO:** Washoe County Department of Community Development  
Attn: Catherine McCarthy & the Parcel Map Review Committee

**FROM:** Douglas L. Coulter, P.E.

**SUBJECT:** George W. Stinson  
PM#12-43-98 & DA# 12-4-98  
E99-036

The initial letter representing the District Health Department response and review of the George Stinson parcel map was based on the original development agreement, which had a section describing nitrogen-reducing on-site sewage disposal systems. Although not required by the District Health Department, the application was submitted with these systems for sewage disposal. The District Health Department letter of March 1, 1999 conditions approval of the project to the establishment of a maintenance plan for the nitrogen-reducing systems. The requirement was for maintenance of the systems since these type of systems require professional oversight in order to maintain an effluent quality below 10 mg/l. The final development agreement stated that: "To protect the ground water quality of the community, nitrate reducing septic systems are required for all new parcels in the WS SP area." WS SP refers to the Warm Springs Specific Plan. Therefore, the District Health Department has been under the impression that the WS SP requires these systems. During a recent hearing on establishing a means for maintenance, Mr. Randy Walters stated that the requirement for these systems was a Health Department requirement. The District Health Department only placed conditions on the means of maintaining the nitrogen-reducing on-site sewage disposal systems.

02-561

In July 2001, the District Board of Health responded to the problem of increasing nitrate levels in groundwater by establishing a minimum lot size of 5 acres for subdivisions and second parcel maps using standard septic systems. This minimum lot size was established taking into consideration our local climate including groundwater recharge and staff feels this is adequate to address potential impacts. The requirement for nitrogen-reducing on-site sewage disposal systems, as I have stated, is contained in the development agreement with reference to the Warm Springs Specific Plan. After consultation with staff at the Department of Community Development, the District Health Department determined that the requirement is not contained in the WS SP and therefore need not be applied to the Stinson parcel map.

RECEIVED  
MAR 28 2002

WASHOE COUNTY  
COMMUNITY DEVELOPMENT

1001 EAST NINTH STREET / P.O. BOX 11130, RENO, NEVADA 89520 (775) 328-2400 FAX (775) 328-2279

WASHOE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER  
PRINTED ON RECYCLED PAPER

March 25, 2002  
George Stinson Parcel Map  
Page Two

As a result, since the Stinson map proposes ten-acre lots, the District Health Department will approve the map based on standard on-site sewage disposal.

Should you have any questions on the foregoing, please call me at 328-2430.



Douglas L. Coulter, P.E.  
Senior Registered Engineer  
Environmental Health Services

DLC:sw

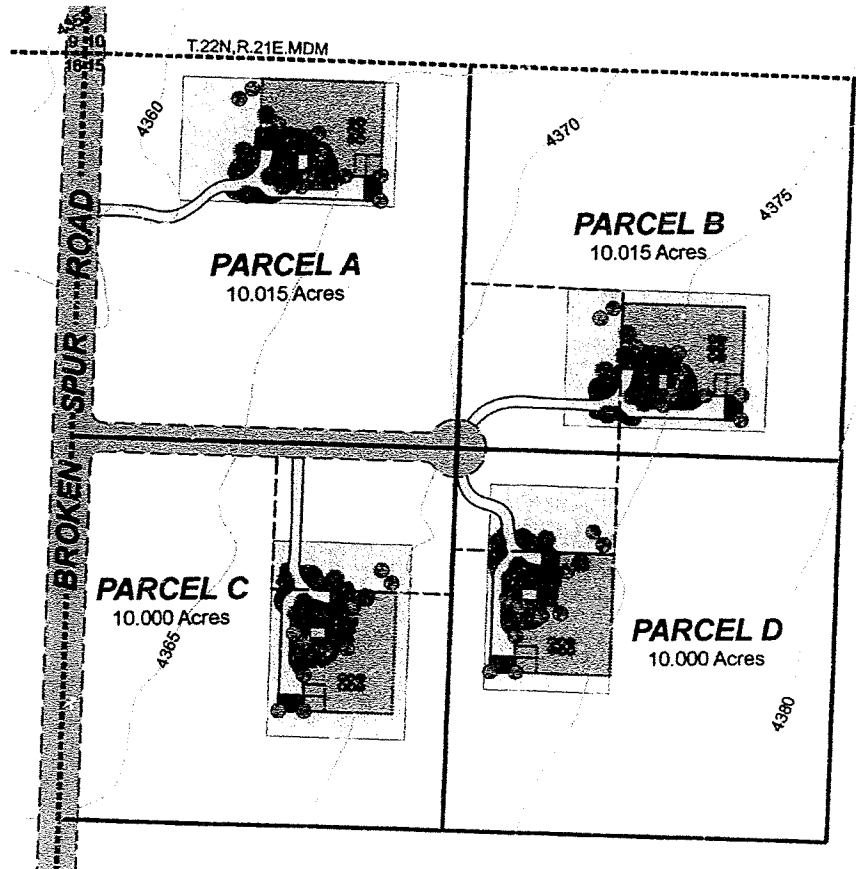
cc: Don Young  
Sharon Kvas  
George Stinson  
Katy Singlaub



# GEORGE W. STINSON

## Final Parcel Map Development Agreement

Washoe County, Nevada



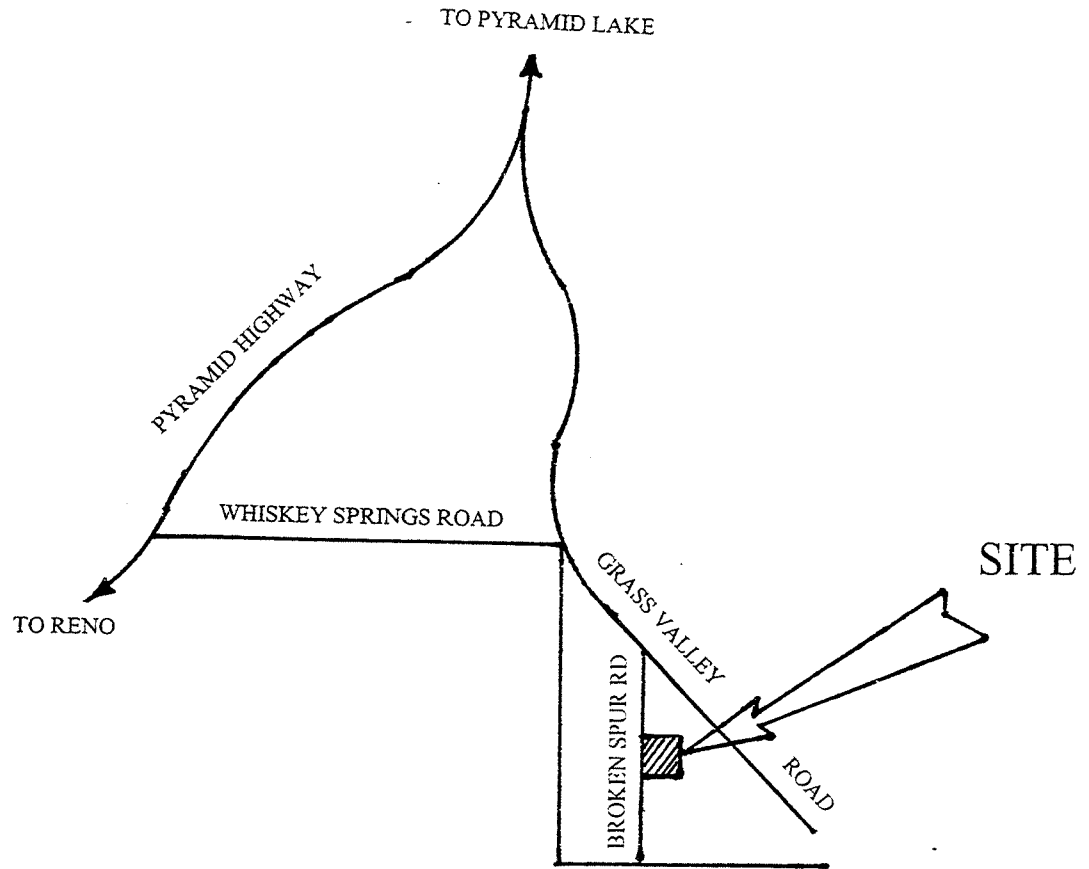
02-561

Prepared for:  
**George W. Stinson**

Submitted July 2000

Job Number  
21530-00

Prepared by:  
**MACKEY & SOMPS**



STINSON PROPERTY

VICINITY MAP  
FIGURE 1

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<b>2</b>	<b>EXHIBIT A Parcel Map</b>
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<b>4</b>	<b>EXHIBIT C Disclosure Statement</b>
<b>5</b>	<b>EXHIBIT D Compliance with County Conditions</b>
<b>6</b>	<b>EXHIBIT E Development Standards Handbook</b>
<b>7</b>	<b>EXHIBIT F Final Order Tentative Parcel Map Case No. DA12-4-98 &amp; PM12-43-98</b>
<b>8</b>	<b>DECLARATION OF ANNEXATION Warm Springs Specific Plan CC&amp;R's</b>

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SECTION I  
Development Agreement

**DEVELOPMENT AGREEMENT**

This Agreement is entered into this 22<sup>nd</sup> day of July, 2002, by and between Washoe County, Nevada, hereinafter referred to as "County" and George W. Stinson, an individual, hereinafter collectively referred to as "Owner" or "Developer", pursuant to Chapter 278 of the Nevada Revised Statutes, County and Owner are sometimes referred to herein as a "Party" or the "Parties".

**WITNESSETH:**

WHEREAS, in order to strengthen the public planning process and encourage payment by developer for public facilities to serve new development within the County; and

WHEREAS, the purpose of the County entering into and executing this Agreement is to establish the allocation and payment of costs to assure that new development contributes a fair share of the cost of providing certain public facilities; and

WHEREAS, it is the intent of the County that those public facilities identified in this agreement which the parties agree are needed to serve the future development on the land described on Exhibit "A" attached hereto in accordance with the George W. Stinson Tentative Parcel Map No. PM 12-43-98, Warm Springs Planning Area (the "Development") shall be constructed or funded by those developing said land (the "Property"); and

WHEREAS, the Development is part of the Warm Springs Specific Plan (WS SP) which was approved by the Washoe County Board of Commissioners on September 22, 1992; and

WHEREAS, the WS SP plan requires the developer to participate in financing of infrastructure;

WHEREAS, the WS SP plan as amended, and the financing plan as approved by the Washoe County Board of Commissioners on April 18, 1995 requires the execution of a Development Agreement pursuant to NRS 278;

WHEREAS; this Agreement will satisfy such WS SP plan conditions of approval

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mail to:



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**SECTION I**  
**Development Agreement**

NOW, THEREFORE, it is agreed as follows:

**1. WS SP Infrastructure Fees to be collected for: Collector Roadways, Storm Drainage, Planning, Water, Parks and Open Space, and Public Facilities.**

**A. When Paid; Changes.**

The Developer shall pay all fees required to be paid pursuant to this Agreement at the time of the recording of each final parcel map for the construction of residential units (units") on the Property unless otherwise delayed with the permission of the county. So long as the Development does not change from use described in the George W. Stinson tentative Parcel Map and conditions thereto, the fees set forth in this Agreement shall not change except as specified in Paragraph 2 below. If changes are made to said Development, increasing or decreasing the needs for public facilities within the development, but placed outside the Development, the County and the Developer may negotiate changes in the fees, increasing or decreasing them accordingly.

**2. Fees Exclusive.**

The fees set forth in this Agreement shall be adjusted to reflect changes in actual construction costs, but, only as such costs are adjusted during the three year review of the Capital Improvements Program (CIP) for the WS SP. The CIP is attached as Exhibit B, titled WS SP Financing Plan. The obligation to pay the fees set forth in this Agreement, and any increased or decreased fees negotiated pursuant to Section 1, and shall run with the Property and be binding upon and inure to the benefit of the successors and assigns of the Parties.

**3. Improvements - Collector Roadways, Storm Drainage, Planning, Water, Parks and Open Space, and Public Utilities.**

At the recording of each final parcel map for the construction of units in the Development, the fees set forth in this Agreement shall be paid by the Developer to the County as follows.



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**SECTION I**  
Development Agreement

**A. Collector Roadway Fees**

All roadway Fees collected pursuant to this Agreement shall be set aside in a segregated interest-bearing account specifically for the construction of the first phase of the Spine Road or other collector roads as defined in the phasing plan for roadways specified in the Financing Plan (Exhibit B). These fees collected by the County shall only be disbursed to the PVGID to provide funding for the PVGID to contract for the design and construction of the roadways or reimbursed to Developer(s) if Developer constructs collector roads.

Based on the Fee Schedule (Paragraph 4), there would be approximately three (3) units with fees to be paid by Developer totaling approximately \$7,446.00.

**B. Storm Drainage Fees**

All Storm Drainage Fees collected pursuant to this Agreement shall be set aside in a segregated interest-bearing account specifically for the construction of Spine Road Drainage Improvements as defined in the plan for storm drainage specified in the Financing Plan. (Exhibit B) These fees collected by the County shall only be reimbursed to Developer (s) if Developer(s) construct storm drainage improvements.

Based on the Fee Schedule (Paragraph 4), there would be approximately three (3) units with fees to be paid by Developer totaling approximately \$996.00

**C. Planning Fees**

All Planning Fees collected from Developer unit under the Fee Schedule (Paragraph 5) shall be placed in a segregated interest bearing account to repay specific property owners for their planning costs. All fees accumulated in the account shall be credited or reimbursed to specific developer based on the provisions of Section 8 of this Agreement.

Based on the Fee Schedule (Paragraph 4), there would be approximately three (3) units with fees to be paid by Developer totaling approximately \$57.00

**D. Community Water System Fees**

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**SECTION 1**  
Development Agreement

All Water System Fees collected from Developer under the Fee Schedule (Paragraph 5) shall be set aside in a segregated interest-bearing account for the purchase of land, design and construction of the Community Water System as specified in the WS SP Financing Plan, Exhibit B. All Fees accumulated in the account shall be used by the County or other government entity to design and construct said system or reimbursed to Developer if Developer construct said system.

Based on the Fee Schedule (Paragraph 4), there would be approximately three (3) units with fees to be paid by Developer totaling approximately \$1,794.00.

**E. Parks and Open Space Fees**

All Parks and Open Space Fees collected from Developer under the Fee Schedule, Paragraph 5) shall be set aside in a segregated interest-bearing account for the purchase of land, design and construction of the WS SP Parks and Open Space as specified in the WS SP Financing Plan, Exhibit B. All Fees accumulated in the account shall be used by the County or other government entity to design and construct said Parks and Open Space or reimbursed to Developer if Developer construct said Parks and Open Space.

Based on the Fee Schedule (Paragraph 4), there would be approximately three (3) units with fees to be paid by Developer totaling approximately \$2,016.00.

**3. Public Facilities – Police and Fire Fees**

All Community Facilities Fees collected from Developer under the Fee Schedule Paragraph 5) shall be placed in a segregated interest-bearing account for the purchase of land, design and construction of the Community Facilities as specified in the WS SP Financing Plan, Exhibit B. All fees accumulated in the account shall be used by the County or other government entity to design and construct said facilities or reimbursed to Developer if Developer construct said facilities.

Based on the Fee Schedule (Paragraph 4), there would be



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**SECTION I**  
**Development Agreement**

approximately three (3) units with fees to be paid by Developer totaling approximately \$3,846.00.

**4. Fee Schedule**

The Developer who applies for building permits, or records final maps for the Development shall pay fees to receive credits against fees for capital improvement construction in accordance with the following schedule, but under no circumstances shall Developer, any Owner or any successor or assign be compelled to pay more than the fee established based on the Capital Improvements Program (CIP) as specified in Exhibit B.

**TABLE 1**  
FEES TO BE COLLECTED or CREDITED

*<sup>1</sup> To be paid or credited at Final Map recording*

Fees per Unit	Community Water System <sup>1</sup>	Roadway <sup>1</sup>	Storm <sup>1</sup> Drainage	Parks & Open Space <sup>1</sup>	Public Facilities	Planning Fees <sup>1</sup>
	\$598	\$2,482	\$332	\$672	\$1,282	\$19
<b>FEES TO BE COLLECTED or CREDITED</b>						
	\$1,794	\$7,446	\$996	\$2,016	\$3,846	\$57

02-561

The fees set forth in this Agreement shall not be changed and no changed fee shall be charged, unless Owner, Developer and the County agree to such changes or unless the change is the result of the three year CIP process established in Exhibit B. If Owner or Developer wish to make changes to the Map and such changes increase the burden upon public facilities to be built within or to serve the Development, the County and the Developer may negotiate fees to cover the increased costs of such changes.

**5. Credits**

The determination of Credit shall be made by the Director of Community Development, in accordance with this Agreement. Credit shall only be applicable for the portion of the Development Fee listed in Table 1 for which the payment of planning fees, design and construction of roadways and storm drainage facilities and parks and open space facilities has been





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**SECTION I**  
**Development Agreement**

bonded for or constructed.

- A. Credit against the fee payment for items listed in Paragraphs 3 shall be based on the actual design and construction of roadways, parks and open space and planning fees paid up to the amount listed in Paragraphs 3 divided by the Development Fee identified in Table 1. Based on this formula, the total number of Credits for the parcel map are estimated to be:

**TABLE 2**

**6. Exemption**

<u>Fee Category</u>	<u>Fee Per Unit</u>	<u>Estimated Fee Proportion (3 lots)</u>	<u>Estimated Fee Credits and unit Equivalent</u>
Community Water	\$598	\$1,794	\$0 single family dwelling units
Roadway	\$2,482	\$7,446	\$0 single family dwelling units
Storm Drainage	\$332	\$996	\$0 single family dwelling units
Park & Open Space / Trails	\$672	\$2,016	\$0 single family dwelling units
Public Facilities	\$1,282	\$3,846	\$0 single family dwelling units
Planning Fees	\$19	\$57	\$0 single family dwelling units

The use of a Credit must be made by Developer at the time of the filing of the final map. Any Credits not so claimed shall be deemed waived for the final map but may be used for future maps.

**7. Fee Area**

The area encompassed within the Warm Springs Specific Plan (WS SP) is hereby designated as the Fee Area for the imposition of fees and the



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**SECTION I**  
Development Agreement

collection of funds under the provision of this Agreement.

**8. Special Fee Revenue Fund**

All fees collected pursuant to this Agreement shall be placed in a special interest bearing revenue fund (a "Special Fund") for each fee category and shall be used solely for the purpose of constructing the applicable capital improvements or providing Reimbursements (as defined in Paragraph "9" below) in accordance with this Agreement. The Director of Community Development shall maintain a record to identify the development(s) for which the Development Fees were collected, and the expenditure of those funds.

The expenditure of funds from each Special Fund shall be limited to those projects included in the Capital Improvements Program, and shall be budgeted and appropriated through the County's annual capital improvements programming and budgeting process. A 1% administration fee shall be assessed each year by the County to cover any administrative costs incurred by the County for the WS SP.

**9. Refund/Reimbursements of Fees**

Fees may be refunded/reimbursed in certain cases as follows:

- A. Upon the completion of each category of capital improvements identified in the WS SP Financing Plan for the entire WS SP area, the owner of record of property for which a Development Fee has been collected may apply to the Director of Community Development for a refund of the applicable Development Fee paid less an administrative fee equal to the administrative costs incurred by the County (the "Refund"); if the Actual Cost of all those capital improvements in that category is less than all Development Fees paid for the category of improvement and, provided excess funds have been collected in the Special Fund and if further funds are not required to carry out the completion of improvements required within the WS SP area.
- B. In addition to the Credits provided for in this Agreement, George W. Stinson, an individual may elect to be reimbursed for the Actual Costs of infrastructure constructed or land dedicated through a reimbursement (the "Reimbursement"). However, in no event shall the combination of Credits and Reimbursements total more than the Actual Costs of infrastructure constructed. Any Reimbursement made shall reduce the amount of Credit available. Conversely, any Credit obtained shall likewise

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**SECTION I**  
Development Agreement

reduce the amount of Reimbursement available.

- C. A Reimbursement application shall be submitted within 180 days of the determination of Actual Costs by the Director of Community Development and a decision as to the total Reimbursement shall be made in accordance with the provisions of this Agreement. No Reimbursement shall be made until planning fees have been paid and the Actual Cost has been determined.
- D. If the Special Fund, for which the improvement was allocated, does not have sufficient funds to allow for full Reimbursement, then the County shall re-pay, on a quarterly basis whatever funds have been collected during the preceding quarter into said Special Fund until the full amount of Reimbursement is paid.
- E. A fee-payer affected by the administrative decision regarding Refunds or Construction Fee Reimbursement may appeal such decision to the County Commission by filing with the Department of Community Development, within ten (10) days of the written decision, a written notice stating and specifying briefly the grounds of the appeal. The Director of Community Development will place such appeal on the County Commission agenda for the next regularly scheduled meeting occurring at least twenty-one (21) days thereafter. The County shall consider and render a decision on the appeal.
- F. If more than one valid application for Refund/Reimbursement has been made and approved, the County shall allocate the funds available for reimbursement between the parties based on the ratio of the planning fees paid by the parties applying for Reimbursement.
- G.

**10. Disclosure Statement (Exhibit C)**

The purpose of this disclosure statement is to provide all buyers specific information about certain aspects of the Warm Springs Specific Plan and how it may affect their long-term ownership (refer to Exhibit C). There are three primary areas of disclosure that are required in the WS SP financing document. This disclosure statement is not intended to be comprehensive in terms of all aspects of the acquisition of certain properties. It is only to provide basic information about three aspects of the Warm Springs community plan that are required to be disclosed.

A signed and notarized copy of this disclosure statement must



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**SECTION I**  
Development Agreement

accompany all building permit applications submitted to Washoe County. The purpose of this requirement is to ensure that all future owner of property within the Warm Springs community are aware of the requirements of Washoe County, specified in the WS SP.

**11. Applicable Section of C.C.&R.'s (Exhibit D)**

The attached sections of the C.C.&R.'s (Exhibit D) shall be incorporated into the final C.C.&R.'s for the George W. Stinson Parcel Map prior to recordation.

**12. Palomino Valley General Improvement District – Maintenance of Public Roadway Easements. (Exhibit D)**

The attached portion of the C.C.&R.'s (Exhibit D) that specifies the provision of public roadway maintenance fees to be collected by the Homeowner's Association is included with this development agreement to contractually bind the Developer to comply with the C.C.&R. provisions.

**13. Development Standards Handbook (Exhibit E)**

Washoe County has concurrently approved with this Development Agreement, in accordance with the Warm Springs Specific Plan, the Development Standards Handbook for the George W. Stinson Parcel Map, Case No. P.M. 12-43-98. The Development Standards Handbook is incorporated in this Agreement as Exhibit "E". Development of the Project shall be in accordance with the Development Standards Handbook and the County agrees to accept standards for design, improvements, and construction for Development of the Property which are consistent with the Development Standards Handbook.

**14. Laws of the State of Nevada to Apply.**

This Agreement shall be constructed and enforced in accordance with the laws of the State of Nevada.

**15. Time is of the Essence**

The County and Developer have a desire for the construction of the improvements contemplated within this Agreement for the Subdivision

02-561



2714323  
87/24/2882  
19 of 13

**SECTION I**  
Development Agreement

to be under construction in 2002. The County and Developer agree to make all reasonable efforts to meet this time commitment.

**16. Agreement Binding on Successors Interest**

The provision of this Agreement are covenants which shall run with the property described in Exhibit "A", and the benefits and burdens shall bind and inure to all successors or assigns in interest of the parties in signature to this Agreement.

**17. Notice of Assignment/Transferability**

Both Credits and Reimbursements are freely transferable within the WS SP by the party entitled to the Credit or Reimbursement.

**18. Severability**

The provisions of this Agreement are intended to be severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect unless amended or modified by the mutual consent of all parties.

**Recordation**

Upon execution of this Agreement, the County shall cause this Agreement to be recorded in the Office of the Wahsoe County Recorder.

**19. Third Party Beneficiaries**

This Agreement is intended for the sole protection and benefit of the Developer, the County and the P.V.G.I.D. and their lawful successors and assigns. No other person shall have any right of action based on any provision of this Agreement.

**20. Term**

The term of this Agreement shall coincide with that of the SPA Plan. Upon expiration of the SPA Plan, this Agreement shall also terminate.

**21. Relationship to Parties**



2714323  
07/24/2002  
11 of 13

**SECTION I**  
Development Agreement

It is understood that the contractual relationship between the Developer, the County and the P.V.G.I.D. is such that the Developer is not an agent, contractor or employee of the County or the P.V.G.I.D. for any purpose under this Agreement, including, without limitation, the development of land for public improvements or construction of capital improvements to be dedicated to the County. It is the intention of the parties that this Agreement not impose or result in either party incurring or suffering additional liability for injuries to persons or property that would otherwise exist but for the parties' execution of this Agreement.

**23. Time Period for Recording Final Map**

Due to the nature of the WS SP approval process, the Developer will have up to one (1) year to record a final map from the date of the Final Development Agreement approval by the Washoe County Commission, pursuant to the Development Agreement provisions of NRS 278.

**24. Indemnity Clause**

The Developer and/or the Homeowners Association shall indemnify, hold harmless and defend County and the P.V.G.I.D., their respective officers, employees and agents from any claims, demands, losses, defense costs, or liability of any kind or nature which County or the P.V. G.I.D., its officers, agents, or employees may sustain or incur or which may be imposed upon them out of actions by or the negligence of the Developer and/or Homeowners Association caused by the failure of the Developer and/or Homeowners Association to fulfill its maintenance obligations, including but not limited to public access easements, roadways, flood control, equestrian areas, drainage, or common areas as required herein.

02-561



2714323  
07/24/2002  
12 of 13

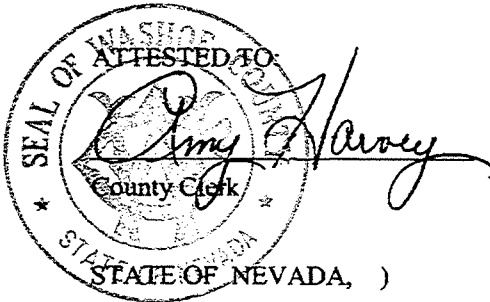
IN WITNESS WHERE OF, the parties hereto have executed this Agreement as of the day and year appearing above.

WASHOE COUNTY

*Peter J. Sferazza*  
\_\_\_\_\_  
Peter J. SFERRAZZA

APPROVED AS TO FORM:

*Madeleine Shipman*  
\_\_\_\_\_  
County Attorney



STATE OF NEVADA, )

) ss.

COUNTY OF WASHOE, )

On July 22, 20 02, personally appeared PETER J. SFERRAZZA before me, a Notary Public, who acknowledged to me that they executed the foregoing instrument.



*Rita Lencioni*  
\_\_\_\_\_  
NOTARY PUBLIC

PALOMINO VALLEY GENERAL  
IMPROVEMENT DISTRICT

*Harold Shotwell*  
\_\_\_\_\_  
BY: Harold Shotwell

STATE OF NEVADA )  
 ) ss.

COUNTY OF WASHOE )

On JUNE 18, 20 02, personally appeared HAROLD SHOTWELL  
before me, a Notary Public, who acknowledged to me that they executed the foregoing instrument.



[Signature]  
NOTARY PUBLIC

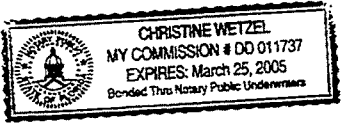
OWNER

[Signature]  
BY: George W. Stinson

STATE OF FLORIDA )  
 ) ss.

COUNTY OF SARASOTA )

On MAY 9, 20 02, personally appeared GEORGE W. STINSON  
before me, a Notary Public, who acknowledged to me that they executed the foregoing instrument.



[Signature]  
NOTARY PUBLIC

02-561

DOC # 2714323  
07/24/2002 03:21P Fee:28.00  
BK1  
Requested By  
MACKAY & SOMPS  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 13 of 13 RPTT 0.00



*[Faint, illegible text]*

GEORGE W. STINSON  
FINAL PARCEL MAP & DEVELOPMENT AGREEMENT  
JULY 19, 2000

**Mackay & Somps**



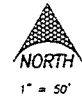
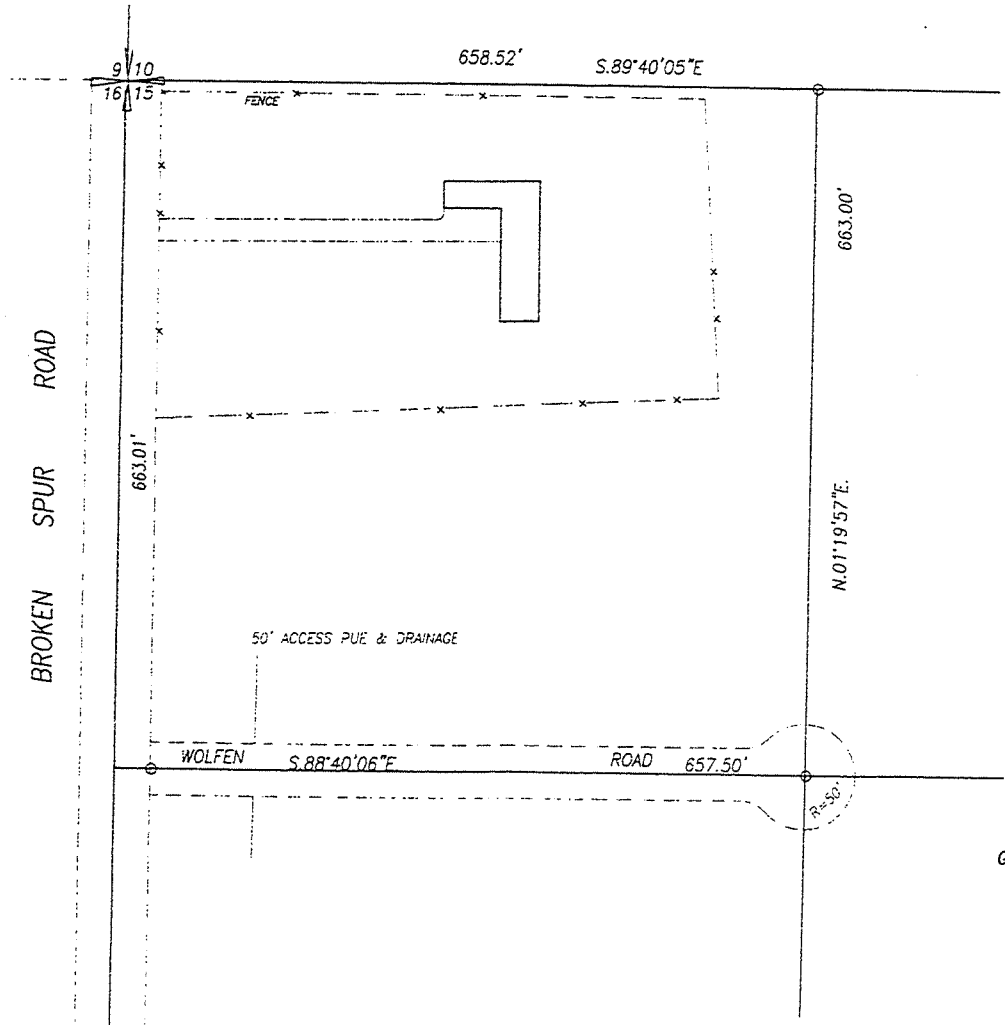
CERTIFIED COPY  
THE FOREGOING DOCUMENT IS A FULL  
TRUE AND CORRECT COPY OF THE  
RECORD IN THE OFFICE OF COUNTY  
RECORDER, WASHOE COUNTY, NEVADA  
WITNESS MY HAND AND SEAL THIS  
6 DAY OF January, 2003  
KATHRYN L. BURKE, COUNTY RECORDER  
BY Kathleen A. Bartley DEPUTY

SECTION 2  
Parcel Map  
Exhibit A

02-561



SECTION 2  
 Exhibit A  
 Parcel Map  
 Existing Improvements  
 WS SP Land Use Plan  
 Water Resources Letter



PLOT PLAN OF  
 PARCEL A  
 10.015 ACRES

GEORGE W. STINSON

02-561

EXISTING IMPROVEMENTS—PARCEL A

21530.00

						Description	
To point (,descrip)				Bearing	Code	Distance	
+							
<i>Part B</i>							
START							
11	INV	N	1-19-57 E	663.00	11	721.869	742.925
10	INV	S	88-40-06 E	658.51	10	1384.693	758.342
2	INV	S	1-25-09 W	663.00	2	1369.390	1416.670
9	INV	S	1-25-09 W	663.00	9	706.590	1400.250
9	INV	N	88-40-06 W	657.50	11	721.869	742.925
AREA:	436258.71 Square Feet		10.0151 Acres				
START							
1	INV	N	0-00-00 E	0.00	1	1400.000	100.000
1	INV	N	0-00-00 E	0.00	1	1400.000	100.000
1	INV	N	0-00-00 E	0.00	1	1400.000	100.000

Coordinate File: STINSON.CRD  
Maptech COGO - Lines routine

Alt H- Help; F9-New Start; F10- Menu

Start at point

Lines    Coordinates    Streets    Held-area    Utilities    Points    Graphics    Quit

From	Bearing	Distance	To	Northing	Easting
	88.40080 NW	656.477	5	74.290	71.210

Description

To point (,descrip)						Description	
A				Bearing	Code	Distance	
<i>Part C</i>							
START							
1	INV	N	0-00-00 E	0.00	1	1400.000	100.000
1	INV	N	0-00-00 E	0.00	1	1400.000	100.000
1	INV	N	0-00-00 E	0.00	1	1400.000	100.000
START							
5	INV	N	1-14-37 E	663.02	5	74.290	71.210
6	INV	S	88-40-06 E	657.50	6	737.150	85.600
11	INV	S	1-19-56 W	663.01	11	721.869	742.925
8	INV	S	1-19-56 W	663.01	8	59.040	727.510
8	INV	N	88-40-08 W	656.48	5	74.290	71.210
AREA:	435592.05 Square Feet		9.9998 Acres				

Coordinate File: STINSON.CRD  
Maptech COGO - Lines routine

Alt H- Help; F9-New Start; F10- Menu

Lines    Coordinates    Streets    Held-area    Utilities    Points    Graphics    Quit

From	Bearing	Distance	To	Northing	Easting
1	0.00000 NE	0.000	1	1400.000	100.000

Description

To point (,descrip)						Description	
+				Bearing	Code	Distance	
START							
8	INV	N	1-19-56 E	663.01	8	59.040	727.510
					11	721.869	742.925

11	INV	S	88-40-06	E	657.50	9	706.590	1400.250
9	INV	S	1-25-09	W	663.00	3	43.790	1383.830
3	INV	N	88-40-08	W	656.50	8	59.040	727.510

AREA: 435594.45 Square Feet 9.9999 Acres

START								
1	INV	N	0-00-00	E	0.00	1	1400.000	100.000
						1	1400.000	100.000

Coordinate File: STINSON.CRD  
 Maptech COGO - Lines routine

Max.point#: 11  
 Alt H- Help; F9-New Start; F10- Menu;

Start at point

Lines Coordinates Streets Held-area Utilities Points Graphics Quit

From	Bearing	Distance	To	Northing	Easting
	88.40082 NW	656.497	8	59.040	727.510

Description

To point (,descrip)	Bearing	Code	Distance
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A *par D*

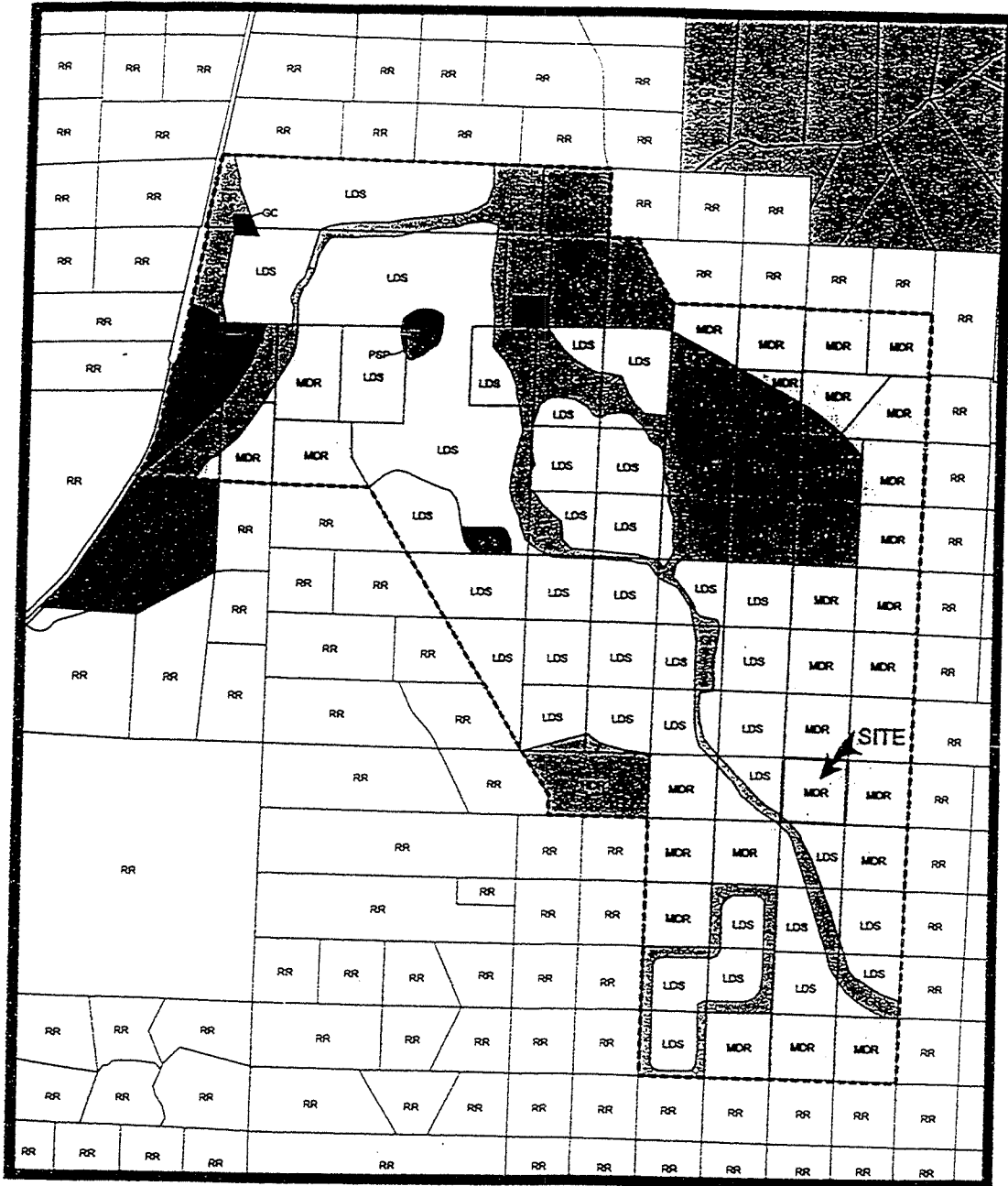
START								
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START								
8	INV	N	1-19-56	E	663.01	11	721.869	742.925
11	INV	S	88-40-06	E	657.50	9	706.590	1400.250
9	INV	S	1-25-09	W	663.00	3	43.790	1383.830
3	INV	N	88-40-08	W	656.50	8	59.040	727.510











AREA: 435594.45 Square Feet 9.9999 Acres


02-561

Coordinate File: STINSON.CRD  
 Maptech COGO - Lines routine

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	MEDIUM DENSITY RURAL		PUBLIC AND SEMI-PUBLIC FACILITIES
	HIGH DENSITY RURAL		PARKS AND RECREATION
	LOW DENSITY SUBURBAN		OPEN SPACE
	GENERAL COMMERCIAL		RURAL RESIDENTIAL/GENERAL RURAL
	OFFICE COMMERCIAL		SPECIFIC PLAN AREA BOUNDARY

  
SCALE 1" = 2000'

**LAND USE PLAN**

PETER G. MORROS  
Director

R. MICHAEL TURNIPSEED, P.E.  
State Engineer

STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

DIVISION OF WATER RESOURCES

Capitol Complex  
123 W. Nye Lane  
Carson City, Nevada 89710

Address All Communications to  
the State Engineer, Division  
of Water Resources  
Telephone (702) 687-4380

In reply refer to  
No.

56933

July 20, 1998

George W. Stinson  
P.O. Box 353  
Verdi, NV 89439-0353

This is to inform you that Application for Extension of Time

has been granted to \_\_\_\_\_ February 25 19\_\_\_\_99  
for filing of the ~~Proof of Beneficial Use and Cultural~~ Map

\_\_\_\_\_  
\_\_\_\_\_

has been granted to \_\_\_\_\_, 19\_\_\_\_\_

with the provision that no further extensions will be granted

for filing of the \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

except for good cause shown as provided under NRS 533.390 and 533.410.

Sincerely,

Christine Thiel, P.E.

Deputy State Engineer

CT/my

cc: George G. Lindesmith  
George W. Stinson/Reno

02-5201



8. Is the subject property located within a Scenic Corridor as delineated within the applicable area plan? \_\_\_ Yes X No If so, describe how the parcel map complies with the additional, adopted policies of that Scenic Corridor?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. For parcel maps proposed in the Forest Planning Area, explain how the tentative map conforms to open space policies of that plan?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. For parcel maps proposed in the Verdi Planning Area:

a. What are the water supply sources?

\_\_\_\_\_  
\_\_\_\_\_

b. Quality of the water supply (attach District Health Department Certificate or provide evidence of satisfactory water quality based on information of water sources in the immediate vicinity of the subject site).

c. Quantity of the water supply (sustained pump test volume, delivered pipe capacity, etc.).

\_\_\_\_\_  
\_\_\_\_\_

11. Surveyor Information:

Name Jerry Stanton Nevada P.L.S. # 3226

Address 12895 Grass Valley PO 153-11  
Winnemacca, NV

Zip 89445

Phone 333-6711 FAX Same

\_\_\_\_\_

SECTION 3  
Financing Plan—Appendix G  
Exhibit B

02-5201

EXHIBIT "B"

## APPENDIX G

### FINANCING PLAN

#### PURPOSE

There are several alternatives for funding infrastructure development in the Warm Springs Specific Plan (WSSP) area. Each funding mechanism has advantages and disadvantages as it relates to the implementation of the adopted Specific Plan. The program for developing the infrastructure elements in the WSSP must be flexible to respond to changes as development takes place. These changes relate to location, density, sequencing, timing and type of development.

One potential method to accomplish the initial infrastructure development is by development agreement between Washoe County and the property owner or developer that chooses to initiate development consistent with the adopted Specific Plan. Nevada Revised Statutes (NRS) section 278.0201 - 278.0207 is the State enabling legislation that permits such agreements. The Washoe County Development Code Article 814 provides additional criteria for development agreements. In order to provide the infrastructure necessary to implement the Warm Springs Specific Plan, any development agreement shall include a specific financing mechanism for major infrastructure, as required in the adopted Warm Springs Specific Plan and also incorporating a mechanism of reimbursement and credit for major infrastructure costs associated with off-site development provided by private property owners/developers.

This financing plan, adopted as an appendix to the Warm Springs Specific Plan, will be amended to identify refined infrastructure costs and/or new financing and payment techniques whenever any development requiring connection to a community water system is proposed. The current financing plan, as adopted, may only be utilized for:

- A first-filing parcel map within the Low Density Suburban (LDS: minimum 1.0 acre) designated area, with new parcels of 2.0 acres or greater in size (HDR + standards; no connection to community water system required), or
- By development of land by subdividing, or parceling in the Medium Density Rural (MDR: max 1du/5 ac) or High Density Rural (HDR: max 1du/2.5 ac) designated areas as identified on the adopted Warm Springs Specific Plan - Land Use Plan.

#### GENERAL CONCEPT

The major element of each development agreement to be entered into by a subdividing property owner and Washoe County would be the capital improvement program elements, which have significance within the entire WSSP area, or are required to serve more than one development. These elements form the "backbone" of the infrastructure system. The development agreement would identify specific elements of the infrastructure system that must be funded or constructed prior to issuance of certificates of occupancy by the County.

The financing plan is based on the development potential that would occur with buildout of the WSSP area utilizing the water resource limit of 3,000 acre-feet of perennial yield available for groundwater recharge. This is consistent with the Nevada State Engineer's currently accepted value for the Warm Springs Hydrographic Basin. The use of this development potential limitation

02-561

results in a "conservative estimate" of the infrastructure cost per development unit. If the State Engineer accepts a new perennial yield value for the basin, resulting in a revised development potential value, then the infrastructure cost per unit may be recalculated and a new financing plan can be adopted.

#### **Initial HDR+ Parcel Development**

The Warm Springs Specific Plan (WSSP) as adopted in September 1992 did not determine which area of the WSSP should be developed first (i.e. LDS, Office Commercial and General Commercial areas versus MDR or HDR designated areas) in order to ensure the installation of any necessary community infrastructure. The intent of the WSSP was to allow equal opportunity for all property owners to participate in the financing of infrastructure development for the WSSP. The adopted WSSP states that all property owners will pay their fair share of the development costs to support development of the SPA. This financing plan provides a funding mechanism as specified in the adopted WSSP to permit development of High Density Rural (HDR) consistent parcels, including the lower density land use designations, while ensuring that the property owner/developer pays their fair share of the major infrastructure costs.

At the time of adoption of this financing plan, there are no development plans submitted to the County which have the financial resources to immediately pay for the construction of the major WSSP infrastructure elements, including the paved road system, community water system, flood control facilities, park, recreation and equestrian facilities or public protection facilities. Several WSSP property owners have expressed a desire to proceed with initial development by parcel maps to create 1 du/2.5 acre, 1 du/5 acre and 1du/10 acre parcels, but do not want to install the necessary community infrastructure until sufficient financial reserves are established. However, should one of these HDR+ developers front end or be involved in constructing a portion of the community infrastructure, as defined in the WSSP Capital Improvements Program, the HDR+ parcel developer will have the option of building that portion of the infrastructure or paying the fees. The WSSP financing plan establishes a fee per parcel which will be paid by the individual HDR+ developers as specified in the required development agreement.

#### **Future Major Property Development**

It is anticipated that at some future date development of the Low Density Suburban (LDS: max 1du/1 ac) as well as the Office Commercial and General Commercial areas will proceed as anticipated in the WSSP area. At the time a major property owner initiates development, this financing plan may need to be amended to reflect the use of special assessment districts under NRS 351 and/or consolidated local improvements under NRS 271. Should an assessment district or local improvement district be developed by a major property owner, any fees collected from the initial HDR+ developers would be applied towards the financing of the major backbone infrastructure to be built by the major property developer. Utilizing the revenues generated through the initial HDR+ developments will provide some funding in dedicated accounts to support initial planning for the major property owner developing the infrastructure.

#### **WARM SPRINGS SPECIFIC PLAN CAPITAL IMPROVEMENTS PROGRAM**

For approved development as envisioned in the WSSP to occur, considerable time and material expenses will need to be made in order to adequately provide for all necessary infrastructure components. The following table offers a summary of all the shared community infrastructure components and the current cost estimate for each facility which has a "rational nexus" to all development within the WSSP, and therefore the cost must be proportionally borne by each new

development project within the WSSP. Each infrastructure component will be further described and the proportional fee established in subsequent sections of this financing plan.

**CAPITAL IMPROVEMENTS COSTS**

<b>Improvement</b>	<b>Estimated Cost</b>
Community Water Improvement	\$2,861,000
Roadways Internal to the SPA	\$3,182,289
Stormwater Management Improvements	\$450,000
Parks and Open Space	\$2,096,000
Public Facilities	\$1,500,000

**DEVELOPMENT AGREEMENT**

By knowing the type of construction elements and the general extent of the limits of construction, the appropriate portion to be constructed by the developer who is party to the development agreement can be identified. Then, the limits of construction, the construction cost and the credit/reimbursement units within the area of benefit are used to calculate the credits or reimbursements. For a given development agreement, any credits or reimbursements are calculated for each infrastructure unit. Additional elements of any WSSP development agreement are described below.

**Responsibilities for Implementing the Financing Plan**

The initial HDR+ parcel developments would be responsible for paying fees, as specified in this financing plan, to support community infrastructure. The fee structure included in this financing plan is based on reasonable estimates of actual costs for these improvements. The plan specifies through the Development Agreement and through the ongoing 3 year review process that these construction cost estimates be revised based on actual construction costs, as they become known.

02-561

**No Mandate by Washoe County or PVGID to Construct Facility**

There is no requirement, written or implied, that the County or the Palomino Valley General Improvement District (PVGID) has any mandate, warranty, or responsibility to construct any of the WSSP capital improvement program facilities. This protection expressly extends to the Truckee Meadows Fire Protection District, Washoe County Parks Department, Washoe County Utilities Division, and Washoe County Sheriff's Department, as well any other department, division or agency of Washoe County. The financing plan simply requires that the County collect the fees as identified by development agreements from all future development in the WSSP and keeps these fees in segregated accounts for future disbursement to an authorized contractor installing or constructing the CIP infrastructure. Washoe County and its agencies, as listed above, only responsibility is to disburse funds from the segregated accounts. Washoe County would only disburse these funds once an adequate construction program was in place and the timing for the project's design and construction was established and a request had been made by the appropriate public or private agency responsible for administering and maintaining the facility in the future.

## INFRASTRUCTURE COMPONENTS AND COST ESTIMATES

The following infrastructure costs and planning related expenses will be funded through the proportional allocation of fees to each new residential parcel created, or non-residential facility constructed, based on the fact that this "backbone" infrastructure serve all properties equally. The necessity of this infrastructure to ensure adequate public service and the protection of the public health and safety for the new WSSP development provides the rational nexus for the imposition of fees. The following cost estimates and fee allocations are intended to demonstrate a substantial relationship and rough proportionality between demands for services for the WSSP community infrastructure and proportional sharing of those costs equivalent to the demand created.

### COMMUNITY WATER SYSTEM

The Warm Springs Specific Plan identified a conceptual community water system to serve most of the WSSP. This concept has now been refined based on more recent studies, and the WSSP backbone community system is illustrated on Exhibit A. This system, to be partially funded with fees as specified in this plan, contains the following elements:

#### **Fire Protection Service and Benefit Area**

The entire WSSP is defined as the fire protection service and benefit area. Fees to cover the proportionate cost of fire protection will be established for all parcels in the WSSP.

#### **Domestic Water Service and Benefit Area**

The portion(s) of the WSSP designated for Low Density Suburban (LDS: max 1du/ac) or Office Commercial and General Commercial development is established as the benefit area for community water for domestic and municipal & industrial water use. Fees to cover the proportionate cost of domestic water service shall be established and collected for any new parcel or commercial development created in this service area. The community water system will be developed in at least two phases, for an upper and lower delivery zone.

#### Initial HDR+ Development

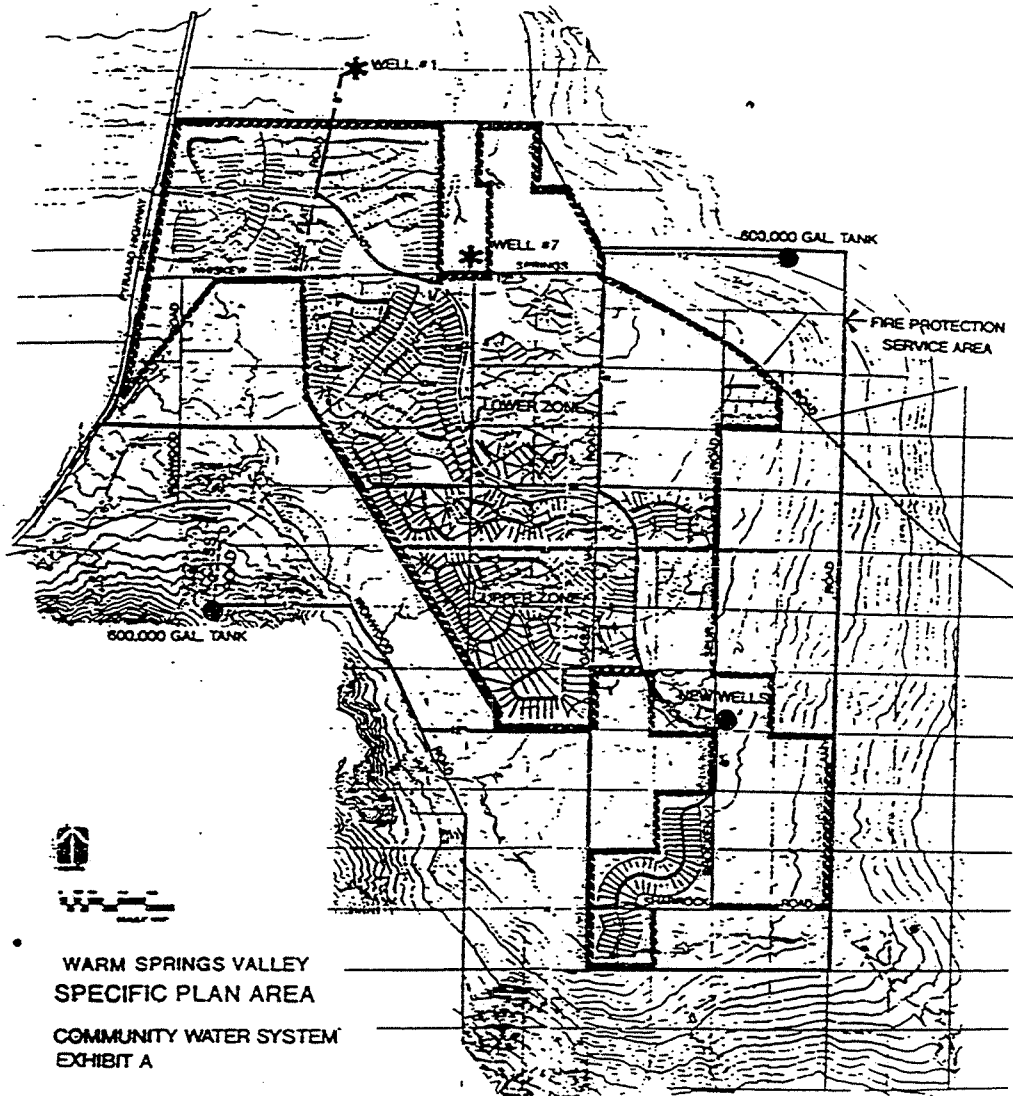
Development utilizing the High Density Rural (HDR), or lower density land use designations, in the community water service area will not be required to construct the water service infrastructure, but will be required to pay its proportionate share of fees to support future development of infrastructure.

#### Future Construction of System By Major Property Owners

Any parcels created that utilize Low Density Suburban densities (i.e. less than 1du/2.5 ac) and commercial designations will be required to have water service lines, fire hydrants and water lines to subdivision standards, bonded or financially guaranteed in accordance with County ordinance at the time of final map recording. This will be in addition to meeting all requirements for an individual domestic well on each parcel to provide temporary service if needed.

The financing of this system could be through an assessment district, local development district, or other form of long term bond financing. All fees collected from initial developments will be used and incorporated into the selected financing method. All future HDR+ density parcel development would be required to participate in the selected financing method.

Exhibit A  
COMMUNITY WATER SYSTEM



02-561

## COMMUNITY WATER IMPROVEMENT COSTS - LOWER ZONE

Improvement	Quantity	Estimate Cost
New Well #7	1	250,000
Equip. Well #1	1	75,000
.6 MG Tank & Road	1	354,000
12" Water	7,600 <sup>1</sup>	266,000
10" Water	4,000 <sup>1</sup>	116,000
8" Water	8,800 <sup>1</sup>	203,000
Valves	N/A	5,000
<b>Total</b>		<b>\$1,269,000</b>

Note: <sup>1</sup> From WSSP - Initial development at 3,000 acre foot limit.

## COMMUNITY WATER IMPROVEMENT COSTS - UPPER ZONE

Improvement	Quantity	Estimated Cost
New Wells		300,000
.6 MG Tank & Road		300,000
12" Water	14,400	504,000
10" Water	4,800	418,000
8" Water	2,800	65,000
Valves	N/A	5,000
<b>Total</b>		<b>\$1,592,000</b>
<b>Grand Total</b>		<b>\$2,861,000</b>

## COMMUNITY WATER FEE ESTIMATES

Residential	Units	Fee	Revenue
Single Family - Domestic Water Service	1,150 <sup>1</sup>	\$1,824/Unit	\$2,098,000
Single Family Fire Protection	1,310 <sup>1</sup>	\$534/Unit	\$699,800
<b>Residential Subtotal</b>			<b>\$2,797,800</b>
Non-Residential	Units	Fee	Revenue
General Commercial/Office	65,000 s.f. <sup>1</sup>	\$280/1,000 s.f.	\$18,200
Public Facility	5 ac. <sup>1</sup>	\$1,000/ac.	\$5,000
Equestrian Center	16 ac. <sup>1</sup>	\$2,500/ac.	\$40,000
Open Space	30 ac. <sup>1</sup>	N/A	N/A
<b>Non-Residential Subtotal</b>			<b>\$ 63,200</b>
<b>Grand Total</b>			<b>\$2,861,000</b>

Note: <sup>1</sup> From WSSP - Initial development at 3,000 acre foot limit.

## ROADWAYS

The Warm Springs Specific Plan area is currently served by Pyramid Highway, State Route 445. A transportation analysis of the WSSP to determine the overall roadway needs within the WSSP was developed and included in the adopted WSSP plan. Cost estimates for the new roadways constructed within the WSSP as community infrastructure are based on the applicable *Washoe County Development Code*, Article 436 Street Design Standards. Exhibit B shows the new major roadways to be constructed and their phasing, existing roadways to be paved and related storm



**COST ESTIMATES FOR ROADWAYS INTERNAL TO THE WSSP AREA**  
(continued)

Segment	Improvement	Projected LOS	Width	Length	Per Linear Foot/Square Foot	Cost	
Whiskey Springs Road Phase I Spine Road to Grass Valley	Pave 2 Lanes	A - B	24'	3,400	\$1.48 SF	\$120,768	
	Pavement 4" on 6"		24'	3,400	\$0.14 SF	\$11,424	
	Chip Seal		24'	3,400	\$0.18 SF	\$14,688	
	Finish Subgrade			3,400	\$4.00 LF	\$13,600	
	Ditches						
	Project Manager/ Engineering/Design				15%	<u>\$24,072</u>	
						\$184,552	
	Phase IV Grass Valley to Army	Re-pave 2 Lanes	A - B	24'	6,400	1.48 SF	\$227,328
		Pavement 4" on 6"		24'	6,400	\$0.14 SF	\$21,504
		Chip Seal		24'	6,400	\$0.18 SF	\$27,648
Finish Subgrade				6,400	\$4.00 LF	\$25,600	
Ditches							
Project Manager/ Engineering/Design						15%	<u>\$45,312</u>
					\$347,392		
Grass Valley Road Phase III Spine Road to Whiskey Springs (less than 2,000 ADT)	Pave 2 Lanes	A	22'	4,800	\$1.10 SF	\$116,160	
	Pavement 3" on 6"		22'	4,800	\$0.14 SF	\$14,784	
	Chip Seal		22'	4,800	\$0.18 SF	\$19,008	
	Finish Subgrade			4,800	\$4.00 LF	\$19,200	
	Ditches						
	Project Manager/ Engineering/Design					15%	<u>\$25,373</u>
					\$194,525		
Broken Spur Road Phase II Whiskey Springs to Sharrock (less than 2,000 ADT)	Pave 2 Lanes	A	22'	12,400	\$1.10 SF	\$300,080	
	Pavement 3" on 6"		22'	12,400	\$0.14 SF	\$38,192	
	Chip Seal		22'	12,400	\$0.18 SF	\$49,104	
	Finish Subgrade			12,400	\$4.00 LF	\$49,600	
	Ditches						
	Project Manager/ Engineering/Design					15%	<u>\$65,546</u>
					\$ 502,522		
<b>Grand Total</b>						<b>\$3,182,289</b>	

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**Washoe County ITFCP Fee**

The Washoe County Interim Traffic Facility Collection Program (ITFCP) fee collected in Warm Springs is designated for Pyramid Highway and other regional roadway improvements that serve and benefit Warm Springs Valley. The ITFCP fee is currently set at \$100 per average daily traffic (ADT) trips generated by the new construction. The current cost to a single family residential unit is \$950. The ITFCP fees will not be used for any WSSP roadways, unless an inter-local agreement is adopted between the County and the PVGID to provide interim financing. Interim financing for the construction of the above roadways would be repaid from fees to be collected. This fee will be disclosed to any potential buyer of new parcels created in the WSSP area, and the fee will be collected at the time a building permit is issued unless modified by Washoe County Commission resolution.

**COUNTYWIDE INTERIM TRAFFIC FACILITY COLLECTION PROGRAM FEE**

Unit Type	Quantity	Estimate Contribution Per Unit	
Single Family	1,310	\$950	\$1,244,500
<b>Total</b>			<b>\$1,244,500</b>

Source: Warm Springs Specific Plan.

**ROADWAY FEE ESTIMATES**

Residential	Units	Fee/Unit	Revenue
Single Family	1,310	\$2,287	\$2,996,089
Non-Residential	Units	Fee/Unit	Revenue
General Commercial/Office	65,000 s.f.	\$2,500/1,000 s.f.	\$162,500
Public Facility	5 ac.	\$700/acre	\$3,500
Open Space/Parks and Recreation	30 ac.	\$300/acre	\$9,000
Equestrian Center	16 ac.	\$700/acre	\$11,200
<b>Non-Residential Subtotal</b>			<b>\$186,200</b>
<b>Grand Total</b>			<b>\$3,182,289</b>

**Right-of-Way Dedication and Maintenance**

All public roadways, major or minor, will be accepted for maintenance by the Palomino Valley General Improvement District (PVGID), and only public access easements shall be granted to the PVGID.

**Construction of Improvements When Adequate Fees Are Collected**

In instances where an adjacent developer is not required to construct the facility in accordance with this Financing Plan, construction of improvements shall not commence until adequate fees are collected. Any facilities to be constructed in the future shall not be constructed until adequate revenues have been collected within the segregated account to design, bid and construct the entire facility or some appropriate phase of the facility. The intent is to not require borrowing or bonding for construction of improvements unless this Financing Plan is amended in the future.

**Maintenance of Roadways**

Maintenance of public roadways would be provided by the PVGID, adopting the following maintenance schedule and contracting with a professional manager/registered engineer to carry out on-going maintenance.

Maintenance Schedule

Paved roads - 20 year life with adequate maintenance:

Crack sealing every 3 - 4 years, \$1,700/mile or \$600/mile/year

Chip seal every 7 years, \$11,700/mile (capital maintenance)

Cost per year capital maintenance:

Chip seal every 7 years for 20 years =  $2.9 \times \$11,700 = \$33,930$  per mile + 20 years = \$1,697/year/mile

Drainage repair, signage, striping, general maintenance and administration = 1,203/year/mile

**Roadway Maintenance Costs**

For several months prior to preparation of this financing plan, several options were pursued with the Palomino Valley General Improvement District (PVGID) to determine how this additional maintenance cost could be met. Options analyzed include NRS 271, which provides for certain types of roadway maintenance, existing general improvement district legislation NRS 318 and any other legislation that may be possible to use. The net result of this review and legal analysis by various attorneys determined that there were no adequate provisions in NRS to allow for special assessment districts for maintenance of roadways only. Capital improvements, i.e. new roads, can be funded through special assessment districts, but the long-term maintenance of roads not constructed with SAD revenues cannot. The only alternative that appears feasible at this point is the use of the homeowners' association, enabling legislation to allow a SPA homeowners' association to assess maintenance fees on a yearly basis and contract with the PVGID for actual road maintenance using these homeowners' association assessments to fund maintenance. This homeowners' association funding mechanism is outlined in detail below.

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**Anticipated Need for Additional Maintenance Funds**

There is a question if the Palomino Valley General Improvement District will have adequate tax revenues to provide the level of maintenance for existing gravel and future paved roads programmed within the WSSP area. The areas outside of the WSSP area are currently experiencing development of 10 to 20 single family homes per year. Up to 77 houses could be constructed on existing 40-acre parcels within the WSSP area without any implementation of the adopted specific plan. The PVGID must rely on its currently authorized statutory funding sources to provide for the increased road maintenance resulting from this buildout of housing. If the PVGID is experiencing financial and/or frequency problems in providing maintenance to these new homes that will be scattered throughout their jurisdiction, then any additional development from implementation of the WSSP could exasperate the problem.

The following chart is a composite of the anticipated amount of development over time and the anticipated amount of PVGID revenue generated. The PVGID may in fact have more than adequate revenue to meet the needs when the needs arise. The important element that needs to be stressed is that the parceling of land does not generate construction traffic, nor does it directly create ongoing vehicle trips. Housing construction on those new lots does. It is anticipated that housing construction will lag parcel development by 2 to 3 years depending on market forces

CUMULATIVE REVENUE PER YEAR

Development Type	Appraised Value	Assessed Value	AD Valorem (.003261)	1994-95 Revenue Motor Vehicle (.00141)	SCCRT Relief (.00350-50%)	Per Parcel
10.0 Acre Lot	\$46,000.00	\$15,750.00	\$51.36	\$22.21	\$27.56	\$101.13
5.0 Acre Lot	\$35,000.00	\$12,250.00	\$39.95	\$17.27	\$21.44	\$78.66
2.5 Acre Lot	\$25,000.00	\$8,750.00	\$28.53	\$12.34	\$15.31	\$56.18
1.0 Acre Lot	\$20,000.00	\$7,000.00	\$22.83	\$9.87	\$12.25	\$44.95
House on Lot	\$150,000.00	\$52,500.00	\$171.20	\$74.03	\$91.88	\$337.10

Development Type	1995		1996		1997		1998		1999		2000	
	Number	Revenue	Number	Revenue	Number	Revenue	Number	Revenue	Number	Revenue	Number	Revenue
10.0 Acre Lot	8	\$809.05	0	\$0.00	4	\$404.52	4	\$404.52	0	\$0.00	0	\$0.00
5.0 Acre Lot	0	\$0.00	16	\$1,258.52	8	\$829.26	8	\$829.26	16	\$1,258.52	8	\$829.26
2.5 Acre Lot	16	\$898.94	16	\$898.94	16	\$898.94	16	\$898.94	32	\$1,797.88	16	\$898.94
1.0 Acre Lot	0	\$0.00	0	\$0.00	30	\$1,348.41	20	\$898.94	0	\$0.00	50	\$2,247.35
House on Lot	0	\$0.00	0	\$0.00	0	\$0.00	10	\$3,371.03	10	\$3,371.03	10	\$3,371.03
Subtotal		\$1,707.99		\$2,157.46		\$3,281.13		\$6,202.69		\$6,427.42		\$7,146.57
Cumulative		\$1,707.99		\$3,865.44		\$7,146.57		\$13,349.26		\$19,776.68		\$26,923.25

Development Type	2001		2002		2003		2004		2005	
	Number	Revenue	Number	Revenue	Number	Revenue	Number	Revenue	Number	Revenue
10.0 Acre Lot	4	\$404.52	0	\$0.00	4	\$404.52	0	\$0.00	0	\$0.00
5.0 Acre Lot	8	\$829.26	0	\$0.00	8	\$829.26	8	\$829.26	0	\$0.00
2.5 Acre Lot	16	\$898.94	0	\$0.00	8	\$449.47	8	\$449.47	0	\$0.00
1.0 Acre Lot	50	\$2,247.35	50	\$2,247.35	60	\$2,696.82	70	\$3,146.29	70	\$3,146.29
House on Lot	15	\$5,056.54	15	\$5,056.54	30	\$10,113.08	30	\$10,113.08	40	\$13,484.10
Subtotal		\$9,238.61		\$7,303.89		\$14,293.16		\$14,338.09		\$16,630.39
Cumulative		\$38,159.86		\$43,463.75		\$57,756.90		\$72,094.99		\$88,725.38

Note: Revenue from construction is accounted for in the following year.

**STORM WATER MANAGEMENT**

With future development in the Warm Springs Specific Plan area, storm drainage facilities will have to be developed to insure the 100-year peak flow is mitigated. As set forth in the WSSP, drainage facilities should be utilized to serve both drainage needs as well as open space and recreational needs of this area. As approved in the plan individual elevation certificates will be used for development in the floodplain and the spine road drainage will discharge the 100-year storm event.

**STORMWATER MANAGEMENT IMPROVEMENTS/COSTS**

Improvement	Estimated Cost
Spine Road Channel	\$450,000
<b>Total</b>	<b>\$450,000</b>

Source: Warm Springs Specific Plan.

**STORMWATER MANAGEMENT FEE ESTIMATES**

Residential	Units	Fee/Unit	Revenue
Single-Family	1,310	\$296/unit	\$387,500
Non-Residential	Units of Measure	Fee/Unit of Measure	Revenue
General Commercial	65,000 s.f.	\$800/1,000 s.f.	\$52,000
Public Facility	5 ac.	\$500/acre	\$2,500
Open Space	30 ac.	N/A	\$0
Equestrian Center	16 ac.	\$500/acre	\$8,000
<b>Non-Residential Subtotal</b>			<b>\$62,500</b>
<b>Grand Total</b>			<b>\$450,000</b>

Source: Warm Springs Specific Plan.

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**Construction of Improvements When Adequate Fees Are Collected**

In instances where an adjacent developer is not required to construct the facility in accordance with this financing plan, construction of improvements shall not commence until adequate fees are collected. Any facilities to be constructed in the future, by the County Engineering Department or private developers, shall not be constructed until adequate revenues have been collected within the segregated account to design, bid and construct the entire facility or some appropriate phase of the facility. The intent is to not require borrowing or bonding for construction of improvements unless this Financing plan is amended in the future.

**PARKS AND OPEN SPACE**

The opportunity exists in the WSSP area to preserve community open space and develop conveniently-sited recreation facilities for future residents. In addition to a community park, which would normally be provided within a growing area, open space within or along the drainage floodplain areas can be preserved as wildlife habitat. Community multiple use trails are also a logical recreation use of this land. Exhibit C shows the location of community park, recreation and open space facilities which are part of the Warm Springs capital improvements program.

A golf course and equestrian facility have been identified in the adopted WSSP, but are not considered to be community capital improvement facilities. These sites will be developed as private facilities.

A summary of the community-benefit recreational facilities for residents of the WSSP area are listed below with the estimated cost. The cost for two unlighted sports fields is included. However, some other facilities could be developed based on future needs.

**PARKS AND OPEN SPACE**

Improvement	Estimate Cost
2 Unlighted Sports Fields or Equivalent	\$500,000
30 Acre Neighborhood Park	\$810,000
5 Miles Trail System Open Space	\$706,000
5 Miles Non-paved Trail System	\$80,000
<b>Total</b>	<b>\$2,096,000</b>

Source: Warm Springs Specific Plan.

The wording of the NRS authorized Park Construction Tax law stresses "neighborhood parks" as a focal point for the money collected through such a tax. The law also contains a provision that the money must be put to use within 3 years of the date when 75% of the homes within a subdivision have been occupied or else the money must be refunded. Also, the law permits the development of a neighborhood park up to 25 acres. A separate park tax account will be established by the Parks and Recreation Department specifically for the WSSP area. All future park taxes received from WSSP properties will be deposited in this new account for use in the WSSP area, as defined by this financing plan.

All existing funds in the existing Warm Springs park tax district could remain for use outside the WSSP area, or if the community desired, could be used for the community park in the WSSP area.

**POTENTIAL PARK TAX REVENUES FROM WSSP DEVELOPMENT**

Unit Type	Quantity	Estimate Contribution Per Unit	Potential Revenue
Single Family	1,310	\$1,000	\$1,310,000
<b>Total</b>			<b>\$1,310,000</b>

Source: Warm Springs Specific Plan.

For the purpose of estimating a WSSP development cost per unit community facility recreation fee, only residential units are assumed to be responsible for payment. The rationale for this assumption is that the primary usage/demand for the proposed parks and open space facilities would be generated by the residential properties. The number of dwelling units forecast for the WSSP area is 1,310.

PARK AND OPEN SPACE FACILITY FEES

Improvement	Estimated Cost	Cost/Residential Unit
5 Mile Trail System Open Space	\$706,000	\$539
5 Mile Unpaved Trail System	\$80,000	\$61
<b>Total</b>	<b>\$786,000</b>	<b>\$600</b>

Source: Warm Springs Specific Plan.

**Construction of Improvements When Adequate Fees Are Collected**

In instances where an adjacent developer is not required to construct the facility in accordance with this financing plan, construction of improvements shall not commence until adequate fees are collected. Any facilities to be constructed in the future, by the County Parks Department or private developer, shall not be constructed until adequate revenues have been collected within the segregated account to design, bid and construct the entire facility or some appropriate phase of the facility. The intent is to not require borrowing or bonding for construction of improvements unless this financing plan is amended in the future.

**PUBLIC FACILITIES**

**Police Protection**

Police protection within the WSSP area is currently provided by the Washoe County Sheriff's Department, which estimates a 10 minute response time to the valley. With urbanization, demands upon the police will increase. A site is available for a police substation for the Washoe County Sheriff's Department as buildout occurs. The cost estimate for a police substation to service the WSSP area is \$500,000.

**Fire Protection**

The Truckee Meadows Fire Protection District presently serves the WSSP area with a fire station located on Ironwood Road. As WSSP development occurs, a new facility and equipment specifically designed for the needs of the area will be required. An aspect of fire department operations that is not obvious is the demand for medical emergency response from the fire department. The majority of calls to the fire department are, in fact, related to medical emergencies rather than fires. A centrally-located fire station site is available within the development area as the need arises. One possibility is the development of a joint fire/police substation at a central location. The cost estimate for a fire station facility in the WSSP area is \$1,000,000.

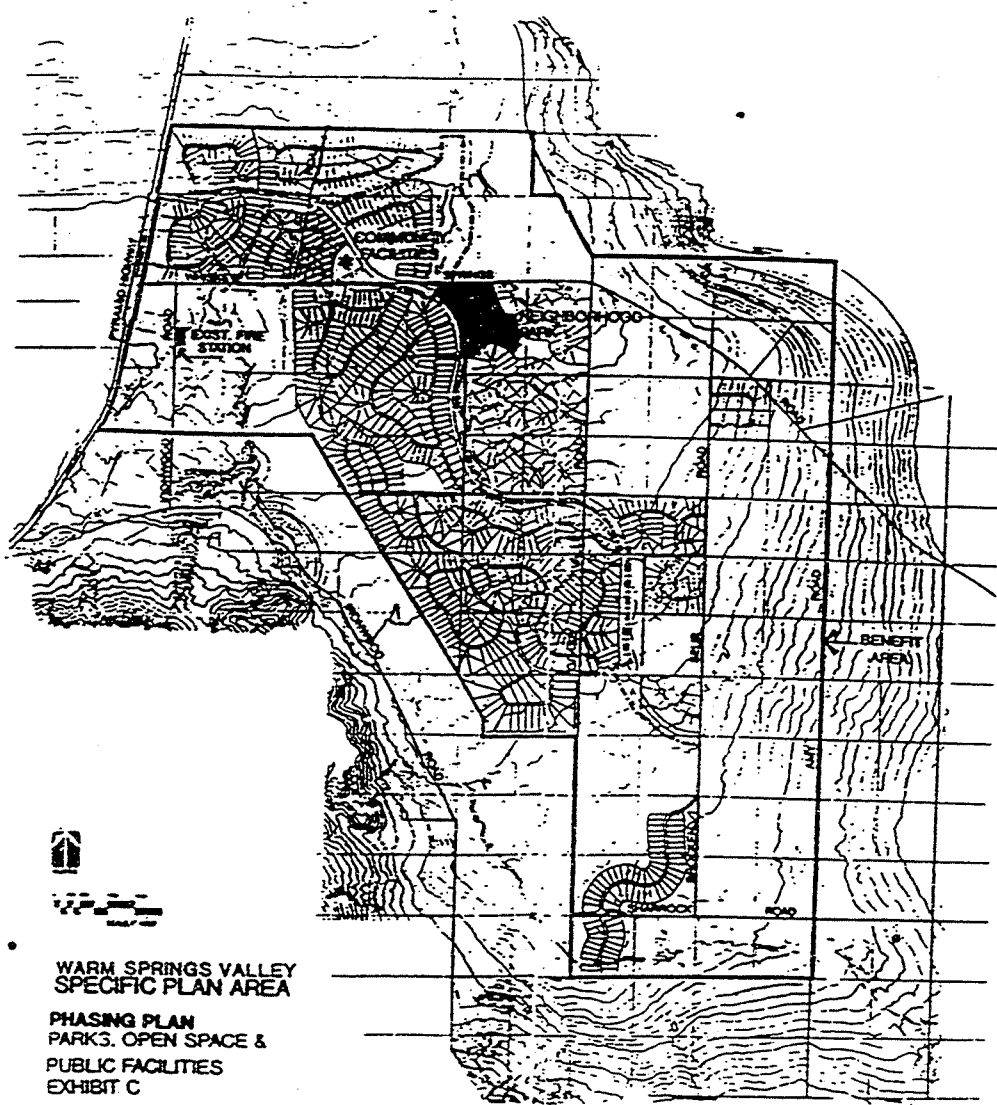
**Community Center**

A centrally located 5 acre site is provided in the WSSP area for a County service center, and other potential facilities, including the potential joint fire/police substation.

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Exhibit C

PHASING PLAN - PARKS, OPEN SPACE AND PUBLIC FACILITIES



WARM SPRINGS VALLEY  
 SPECIFIC PLAN AREA  
 PHASING PLAN  
 PARKS, OPEN SPACE &  
 PUBLIC FACILITIES  
 EXHIBIT C

- TRAIL & OPEN SPACE SYSTEM
- NEIGHBORHOOD PARK
- \* COMMUNITY FACILITIES CENTER  
 SHERIFF SUBSTATION FIRE STATION,  
 COMMUNITY CENTER
- ▨ FIRE STATION MUST BE RELOCATED  
 TO THE COMMUNITY FACILITIES  
 CENTER WITH DEVELOPMENT OF  
 THESE LOTS.



**Public Facilities Per Unit Cost Analysis**

Of the WSSP public facilities discussed, only police and fire protection are included in the per unit cost estimates. Due to the private nature of the golf course and equestrian facility, private funding sources are anticipated. Due to the lack of information regarding dwelling unit equivalent estimating for police and fire protection services, the total number of forecast residential units was used to obtain a cost per unit estimate. This estimate does not take into account the non-residential unit development proposed within the WSSP area and should be analyzed further to determine an actual per dwelling unit equivalent cost estimate.

**PUBLIC FACILITIES PER UNIT FEES**

Facility	Cost	Dwelling Units	Cost per Dwelling Unit
Police Substation - \$500,000	\$500,000	1,310	\$382
Fire Station - \$1,000,000	\$1,000,000	1,310	\$763
<b>Total</b>	<b>\$1,500,000</b>		<b>\$1,145</b>

Source: Warm Springs Specific Plan.

**Construction of Improvements When Adequate Fees Are Collected**

In instances where an adjacent developer is not required to construct the facility in accordance with this Financing plan, construction of improvements shall not commence until adequate fees are collected. Any facilities to be constructed in the future, by the Truckee Meadows Fire Protection District or County Sheriff's Department or private developer, shall not be constructed until adequate revenues have been collected within the segregated account to design, bid and construct the entire facility or some appropriate phase of the facility. The intent is to not require borrowing or bonding for construction of improvements unless this Financing plan is amended in the future.

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**INITIAL PRIVATE DEVELOPMENT PLANNING FEES**

Planning for future development in the WSSP has been both time consuming and expensive for the few property owners that have borne the cost. In an effort to treat everyone fairly and to distribute the cost proportionately to all property owners in the WSSP area, the following fees shall be charged to each parcel created or non-residential use and credited back to the property owners who paid the costs of preparing the plan.

PLANNING FEES

Planning Fees	Parcels	Percentage	Cost
George Newell	16	50%	\$12,500
Jim Hess	4	12.5%	\$3,125
Tim Hess	4	12.5%	\$3,125
Brent Douglas	8	25%	\$6,250
<b>Total</b>	<b>32</b>		<b>\$25,000</b>

PLANNING FEE ESTIMATES

Residential	Units	Fee/Unit	Revenue
Single Family	1,310	\$19/unit	\$24,890
Non-Residential	Units of Measure	Fee/Unit of Measure	Revenue
General Commercial	65,000 s.f.	\$10/1,000 s.f.	\$650
Public Facility	5 ac.	\$10/acre	\$50
Open Space	30 ac.	N/A	\$0
Equestrian Center	16 ac.	\$10/acre	\$160
<b>Non-Residential Subtotal</b>			<b>\$860</b>
<b>Grand Total</b>			<b>\$25,000</b>

Source: Warm Springs Specific Plan.

APPLICATION REVIEW FEES

A Design Review Committee application review fee shall be collected by Washoe County at the time of submittal of any parcel map or tentative subdivision map or site plan for development within the SPA. This fee is to be used to pay for the hiring of an outside technical person, either an engineer, architect or landscape architect, to review the submittal based on the SPA Development Standards Handbook framework. This fee is estimated to be approximately \$500. The County shall determine this fee based on a contract between the private consultant and the County. This technical review is intended to support the review by the Design Review Committee as called for in the adopted WSSP.

All property owner/developers in the WSSP area are responsible for paying all standard application fees required by Washoe County, including but not limited to:

- Tentative subdivision and parcel map application fees
- Development Agreement (WCDC Article 814) application fees
- Administrative Permit (WCDC Article 808) application fees
- Special Use Permit (WCDC Article 810) application fees
- Projects of Regional Significance (WCDC Article 812) application fees
- Amendment of Comprehensive Plan (WCDC Article 820) application fees

MASTER SCHEDULE OF FEES

SCHEDULE OF FEES 1995-1997

Land Use Type	Community /Water Fee	Roadway Fee	Storm Drainage Fee	Parks Fee	Public Facility Fee	WSSP Planning Fees	Park Tax	Interim Roadway Impact Fee
<i>Residential</i>								
Single-Family	\$1,824/Unit	\$2,287/Unit	\$296/Unit	\$600/Unit	\$1,145/Unit	\$19/Unit	\$1,000/Unit	\$100/ADT
<i>Non Residential</i>								
General	\$280/1,000	\$2,000/1,000	\$800/1,000	N/A	N/A	\$10/1,000 s.f.	N/A	\$100/ADT
Commercial/Office	s.f.	s.f.	s.f.					
Public Facilities	\$1,000/1,000 s.f.	\$660/1,000 s.f.	\$500/1,000 s.f.	N/A	N/A	\$10/ac.	N/A	
Parks/Recreation/ Open Space	N/A	\$255/ac.	N/A	N/A	N/A	N/A	N/A	
Equestrian Center	\$2,500/ac.	\$660/ac.	\$500/ac.	N/A	N/A	\$10/ac.	N/A	

SCHEDULE OF FEES 1998-2000

Land Use Type	Community /Water Fee	Roadway Fee	Storm Drainage Fee	Parks Fee	Public Facility Fee	WSSP Planning Fees	Park Tax	Interim Roadway Impact Fee
<i>Residential</i>								
Single-Family	\$2,043/Unit	\$2,482/Unit	\$332/Unit	\$672/Unit	\$1,282/Unit	\$19/Unit	\$1,000/Unit	\$100/ADT
<i>Non Residential</i>								
General	\$314/1,000	\$2,240/1,000	\$896/1,000	N/A	N/A	\$10/1,000 s.f.	N/A	\$100/ADT
Commercial/Office	s.f.	s.f.	s.f.					
Public Facilities	\$1,120/1,000 s.f.	\$740/1,000 s.f.	\$560/1,000 s.f.	N/A	N/A	\$10/ac.	N/A	
Parks/Recreation/ Open Space	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Equestrian Center	\$2,800/ac.	\$740/ac.	\$560/ac.	N/A	N/A	\$10/ac.	N/A	

1025-80

SCHEDULE OF FEES 2001-2003

Land Use Type	Community /Water Fee	Roadway Fee	Storm Drainage Fee	Parks Fee	Public Facility Fee	WSSP Planning Fees	Park Tax	Interim Roadway Impact Fee
<i>Residential</i>								
Single-Family	\$2,288/Unit	\$2,780/Unit	\$372/Unit	\$753/Unit	\$1,436/Unit	\$19/Unit	\$1,000/Unit	\$100/ADT
<i>Non Residential</i>								
General	\$352/1,000	\$2,508/1,000	\$1,004/1,000	N/A	N/A	\$10/1,000 s.f.	N/A	\$100/ADT
Commercial/Office	s.f.	s.f.	s.f.					
Public Facilities	\$1,254/1,000 s.f.	\$829/1,000 s.f.	\$627/1,000 s.f.	N/A	N/A	\$10/ac.	N/A	
Parks/Recreation/ Open Space	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Equestrian Center	\$3,136/ac.	\$829/ac.	\$627/ac.	N/A	N/A	\$10/ac.	N/A	

HDR+ LOT COMMUNITY WATER FEE 1995-1997

Land Use Type	Community/Water Fee
Family Fire Protection Only	\$534/Unit

HDR+ LOT COMMUNITY WATER FEE 1998-2000

Land Use Type	Community/Water Fee
Family Fire Protection Only	\$598/Unit

HDR+ LOT COMMUNITY WATER FEE 2001-2003

Land Use Type	Community/Water Fee
Family Fire Protection Only	\$670/Unit

FEE COLLECTION SCHEDULE

Land Use Type	Community Water Fee	Roadway Fee	Storm Drainage Fee	Parks Fee	Public Facility Fee	WSSP Planning Fees	Park Tax	Interim Roadway Impact Fee
<i>Residential</i> Single-Family	Final Map Recordation	Final Map Recordation	Final Map Recordation	Final Map Recordation	Final Map Recordation	Final Map Recordation	Building Permit	Building Permit
<i>Non Residential</i> General Commercial/Office	Development Agreement Recordation	Development Agreement Recordation	Development Agreement Recordation	N/A	N/A	Development Agreement Recordation	N/A	Building Permit
Public Facilities	Building Permit	Building Permit	Building Permit	N/A	N/A	Building Permit	N/A	Building Permit
Parks/Recreation/ Open Space	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Equestrian Center	Development Agreement Recordation	Development Agreement Recordation	Development Agreement Recordation	N/A	N/A	Development Agreement Recordation	N/A	Building Permit

**DISCLOSURE STATEMENT**

A disclosure statement will be required to be signed by all purchasers of property in the WSSP

This disclosure statement is not intended to be comprehensive in terms of all aspects of the acquisition of certain properties. It is only to provide basic information about three aspects of the Warm Springs community plan that are required to be disclosed.

A signed and notarized copy of this disclosure statement must accompany all building permit applications submitted to Washoe County. The purpose of this requirement is to ensure that all future owners of property within the Warm Springs community are aware of the following requirements of Washoe County, specified in the Warm Springs Specific Plan.

**INFRASTRUCTURE FEE PAYMENT**

The Warm Springs Specific Plan financing plan requires payment of fees to cover a proportional share of community infrastructure that will serve the entire Warm Springs Specific Plan area. The payment of these fees is agreed by the property developer by entering into a development agreement with Washoe County on a voluntary basis in order to implement the adopted Warm Springs Specific Plan. All purchasers of future parcels created in the WSSP area are bound by the development agreement and therefore agree to pay their fair share when they purchase property in the WSSP.

*(Applicant to insert the appropriate fee schedule from the Master Schedule of Fees on page G-xxiii of the financing plan.)*

**THE WARM SPRINGS SPECIFIC PLAN (WSSP)**

Exhibit A, attached to this Disclosure Statement, illustrates all the land use types and densities that are currently approved for the Warm Springs community. Your specific property is highlighted, and your signature on this document ensures that you were informed of all land uses permitted adjacent to your property and within the entire Warm Springs community.

**ROADWAY MAINTENANCE**

All roadways, major or minor, will be reviewed for acceptance for maintenance by the Palomino Valley General Improvement District (PVGID). Only public access easements shall be granted to the PVGID. Any private roads as specified in the CC&R's are the responsibility of the Homeowners' Association and will not be maintained by the PVGID or Washoe County.

**DESIGN HANDBOOK**

All development within the Warm Springs community is required to meet the minimum criteria established in the Warm Springs Specific Plan - Development Standards Handbook Framework and the specific criteria established in the Design Handbook required as a condition of approval for the subdivision map which created your parcel. These two handbooks are intended to provide future homeowners and businesses with design guidelines to be followed to conserve natural resources, primarily water supply, enhance the quality of the community, ensure long-term design consistency and land use consistency, as envisioned by the plan. A copy of the handbook(s) was included with this Disclosure Statement and is to be used for your reference at the time you prepare to design your future home or business

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SECTION 4  
Exhibit C  
Disclosure Statement

EXHIBIT C

DISCLOSURE STATEMENT

A Disclosure Statement will be required to be signed by all purchasers of property in the Warm Springs Specific Plan (WS SP). (Refer to Development Agreement.)

This Disclosure Statement is not intended to be comprehensive in terms of all aspects of the acquisition of certain properties. It is only to provide basic information about three aspects of the Warm Springs community plan that are required to be disclosed.

A signed and notarized copy of this disclosure statement must accompany all building permit applications submitted to Washoe County. The purpose of this requirement is to ensure that all future owners of property within the Warm Springs community are aware of the following requirements of Washoe County, specified in the Warm Springs Specific Plan:

Infrastructure Fee Payment

The Warm Springs Specific Plan (WS SP) financing plan requires payment of fees to cover a proportional share of community infrastructure that will serve the entire Warm Springs Specific Plan area. The payment of these fees is agreed to by the property developer by entering into a development agreement with Washoe County on a voluntary basis in order to implement the adopted Warm Springs Specific Plan. All purchasers of future parcels created in the WS SP area are bound by the development agreement and therefore agree to pay their fair share when they purchase property in the WS SP. These fees, as of the date of this disclosure statement, are as follows:

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SCHEDULE OF WS SP. FEES

Land Use Type	Community/ Water Fee	Roadway Fee	Storm Drainage Fee	Parks Fee	Public Facilities Fee	Planning Fees
Residential Single-Family	\$598/Unit Paid at Final Map	\$2,482/Unit Paid at Final Map	\$332/Unit Paid at Final Map	\$672/Unit Paid at Final Map	\$1,282/Unit Paid at Final Map	\$19/Unit Paid at Final Map

**SECTION 4**  
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**Disclosure Statement**

In addition, Washoe County currently has a fee and tax in place that is payable at the time a building permit is obtained from Washoe County. These fees are administered under Nevada State Law and are subject to change. These fees, as of the date of this disclosure statement, as follows:

**SCHEDULE OF WASHOE COUNTY FEES & REGIONAL TRANSPORTATION COMMISSION (RTC)**

Traffic Fee RTC	\$1,840 Per Residential Unit
Park Construction Tax	1% of Construction Value of the Home

**The Warm Springs Specific Plan (WS SP)**

Attachment 1, included with this Disclosure Statement, illustrates all the land use types and densities that are currently approved for the Warm Springs community. Your specific property is highlighted, and your signature on this document ensures that you were informed of all land uses permitted adjacent to your property and within the entire Warm Springs community.

**Roadway Maintenance – Private Roads**

All roadways, major or minor, will be reviewed for acceptance for maintenance by the Palomino Valley General Improvement District (PVGID). Only public access easement shall be granted to the PVGID. Any private roads as specified in the CC&R's are the responsibility of the Homeowners' Association and will not be maintained by the PVGID or Washoe County.

**Design Handbook**

All development within the Warm Springs community is required to meet the minimum criteria established in the Warm Springs Specific Plan - Development Standards Handbook Framework and the specific criteria established in the Design Handbook required as conditions of approval for the parcel map which created your parcel. (Refer to Development Agreement).

These two handbooks are intended to provide future homeowners and businesses with design guidelines to be followed to conserve natural resources, primarily water supply, enhance the quality of the community, ensure long-term design consistency and land use



**SECTION 4**  
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consistency, as envisioned by the plan. A copy of the handbook(s) was included with this Disclosure Statement and is to be used for your reference at the time you prepare to design your future home or business.

**Future Assessment Districts for Community Water Systems, Drainage Systems and Roadways and Roadway Maintenance**

Future Assessment Districts

All future property owners in the WS SP are hereby informed that an assessment district may be created in the future to provide community water service, drainage systems, or roadways in the WS SP. At the time you file for a building permit, this district may or may not be in place. The attached waiver (Attachment 2, that will be required to be signed by you at the closing of your property) will limit your ability to oppose any future assessment district that may be imposed to fund a community water system, drainage system or roadway.

**Roadway Maintenance – Contract with Homeowners’ Association**

The attached CC&R’s (Refer to Development Agreement) will be required to be signed at recording to allow the Palomino Valley General Improvement District (PVGID) to contract with the Homeowners’ Association to maintain roadways within the WS SP area in the future. The CC&R’s allow the PVGiD to maintain future roadways at a higher level of service than would normally be provided to the parcels outside the WS SP area.

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SECTION 4  
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**Acceptance**

I have read and understand all the provisions of this Disclosure Statement and agree to all the stated provisions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

STATE OF NEVADA )

) ss.

COUNTY OF WASHOE )

On this \_\_\_\_\_ day of 20 \_\_\_\_\_, before me, a Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
NOTARY PUBLIC

ASHOE COUNTY UTILITY DIVISION  
POST OFFICE BOX 11130, RENO, NEVADA 89520

WATER/SEWER SERVICE APPLICATION AND AGREEMENT

WASHOE COUNTY is hereby requested by applicant and owner to furnish water/sewer service. In consideration for such service, Applicant and Owner represent and agree as follows: (1) All services and charges are governed by WASHOE COUNTY ORDINANCE and may be modified from time to time. A copy of the Ordinance is available for inspection at the WATER RESOURCE DEPARTMENT, UTILITY DIVISION, 4930 Energy Way, Reno, Nevada. (2) The county is hereby granted access to the service premises for service purposes. (3) All statements of the Applicant and Owner in this Application are sworn to be true, and made under penalty of perjury and are subject to appropriate civil and criminal redress, including service termination. (4) The application, when accepted by the County, constitutes a contract between the Applicant and Owner and the County.

NAME OF APPLICANT \_\_\_\_\_ SPOUSE NAME \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

PREVIOUS OR PRESENT SERVICE WITH COUNTY \_\_\_\_\_

APPLICANT EMPLOYMENT \_\_\_\_\_ PHONE \_\_\_\_\_

PROPERTY OWNER \_\_\_\_\_ PHONE \_\_\_\_\_

OWNER ADDRESS \_\_\_\_\_

STATEMENT OF NUMBER OF UNITS SERVED FROM A SINGLE METER \_\_\_\_\_

ASSESSOR'S PARCEL NUMBER \_\_\_\_\_

APPLICATION DATE \_\_\_\_\_ INSTALLATION DATE \_\_\_\_\_

SIGNATURE OF APPLICANT \_\_\_\_\_ SIGNATURE OF OWNER \_\_\_\_\_

.....

FOR OFFICE USE ONLY

WASHOE COUNTY ACCEPTANCE DATE \_\_\_\_\_ SERVICE AREA \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_

AMOUNT OF DEPOSIT \_\_\_\_\_ CASH OR CHECK \_\_\_\_\_ REFUND DATE \_\_\_\_\_

INSTALL DATE \_\_\_\_\_ WORK ORDER NO. \_\_\_\_\_ NO. OF FIXTURE UNITS \_\_\_\_\_

METER NO. \_\_\_\_\_ BEGINNING METER READ \_\_\_\_\_

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SECTION 5  
Compliance with County  
Conditions  
Exhibit D

**EXHIBIT D**  
**COMPLIANCE WITH COUNTY CONDITIONS**

**Section 1. Perpetual Funding.** The provisions of Article III are intended to establish perpetual funding in interest-bearing accounts for the maintenance and future replacement of all public access easements dedicated to the Palomino Valley General Improvement District (PVGID).

**Section 2 Annexation and Supplement Declaration.**

- a. **Property to be Annexed** – Additional units shall from time to time be annexed to the Association by filing a supplemental declaration adopting this Declaration of Protective Covenants, provided that only such units as constitute portions of the WS SP shall be annexed.
- b. **Manner of Annexation** – A Declarant shall effect such annexation by recording a supplemental declaration which shall:
  - 1. Describe the real property being annexed and designate the permissible use thereof;
  - 2. Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration; and
  - 3. Set forth any new or modified restrictions or covenants, which may be applicable to such annexed property. Upon the recording of such map and supplemental declaration, the annexed area shall become a part of the development and shall be subject to the provisions hereof, as supplemented, as fully as if such area were part of the development on the date of recording of this Declaration.
- a. **Supplemental Declaration** – Otherwise than for the purpose of effecting an annexation, supplemental

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declarations may be filed from time to time as permitted herein.

**Section 3 Development Standards Handbook.** The provisions of the Warm Springs Specific Plan - Development Standards Handbook and the George W. Stinson Development Standards Handbook (refer to Development Agreement) are hereby incorporated by reference and shall become a part of the development and shall be subject to the provisions hereof fully as if the provisions therein were contained in this declaration.

**Section 4 Dedication to Palomino Valley General Improvement District (PVGID) of Public Access Easements for Public Roadway Purposes.** Certain public access easements are specified on the final map of the Subdivision are subject to this public roadways. These are specifically described in Parcel Map Case No. PM 12-43-98. These public roadways shall be subject to the following provisions and conditions:

- a. Declarant shall maintain ownership and control of all public roadways until such time as each roadway is transferred by Declarant and accepted by the PVGID.
- b. Declarant, or its contractors, representatives or agents, shall improve all or any portion of the public roadway prior to transfer to the PVGID pursuant to plans and specifications approved by the County, including flood control or drainage improvements. PVGID has the right to reject any offer of dedication. Prior to acceptance of dedication, PVGID needs to be assured that there will be future funding available to continue maintenance at a rate established at the time of acceptance as set forth in paragraph c below.
- c. After transfer to PVGID, Association shall nevertheless be obligated for the maintenance and repair of any improvements installed or constructed on the public access easements from the date of execution hereof, to standards required by the WS SP Financing Plan as adopted by the County. The amount of the obligation shall be limited to the difference between actual revenue generated through normal taxing sources (Ad Valorem, Motor Vehicle, SCCRT, etc.) and the amount specified to

SECTION 5  
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be required in the adopted Financing Plan. Should the amount of revenue generated or costs increase in the future which would require the PVGID to expend funds otherwise allocated for the maintenance of other roads outside the WS SP, then the PVGID retains the ability to return maintenance to HOA, but only after a mandatory negotiation period between HOA and PVGID has occurred to explore other solutions, e.g. increase in HOA contribution. This will only occur after PVGID has performed an analysis that demonstrates inability of PVGID to continue maintenance.

- d. Upon Transfer of any public roadway to PVGID, said roadway shall be open to public access and use pursuant to standard practices of county for similar public roadway facilities.
- e. In addition to the remedies provided in Section 7 of this Article X, in the event County has given three (3) notices to Association as provided in Section 6 of this Article in any twelve (12) month period, County may in such event require Association to post a bond in favor of County I the amount of one year's maintenance cost, such bond to remain until Association is relieved of its maintenance responsibilities or until County consents to termination of the bond whichever first occurs.
- f. Association shall indemnify, hold harmless and defend County and PVGID, their respective officers, employees and agents from any claims, demands, losses, defense costs, or liability of any kind or nature which County or PVGID, its officer, agents, or employees may sustain or incur or which may be imposed upon them out of actions by or the negligence of association caused by the failure of the association to fulfill its maintenance obligations of public roadways as required here.
- g. County and/or PVGID shall indemnify, defend and hold Declarant and Association harmless of and from any all liability and risks of any kind or nature arising from the PVGID's ownership and use of the public roadways after transfer which are not the responsibility of Declarant or Association pursuant to this Section, or are

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**SECTION 5**  
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not caused by Declarant's or Association's negligence.

- h. If for any reason PVGID terminates or breaches its obligation to assume ownership of any public roadway prior to transfer to PVGID, then Declarant may, at Declarant's option at any time thereafter, deed said public roadway to Association, and Association shall upon such transfer assume all responsibility for maintenance and control of said public roadway.

**Section 5. Maintenance of PVGID Roadways.** Declarant shall establish and maintain, at such time as the public roadways are constructed and/or dedicated to the PVGID within the WS SP, a trust account for the benefit of the WS SP for the exclusive purpose of funding the cost of maintaining any and all public roadway easements within the Subdivision, as specified in the development agreement Case No DA 12-4-98 and the WS SP Financing Plan .

- a. All areas in the development designated as PVGID roadway easements (owned and to be owned by the PVGID) shall be for the use and enjoyment of the general public and in no way shall be construed to mean private property held by the Association.
- b. Declarant will convey all such PVGID roadway easements (except as set forth herein) free and clear of all liens and encumbrances (other than liens for taxes), but subject to such easements and right-of-way as they appear of record, such conveyances shall be accomplished in segments from time to time as improvements, to be located thereon as shown on the recorded maps of the development are completed.
- c. Maintenance of such PVGID roadway easements and repairs to any improvements thereon shall be the obligation and responsibility of Declarant until conveyance to the PVGID; thereafter, the Association shall have responsibility to provide revenue for maintenance thereof as specified in this article except as to improvements conducted thereon by the PVGID above the beyond that specified in the WS SP, as to which improvements the PVGID shall have the duty to maintain the same.

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**Section 6. County as Third Party Beneficiary.** The County or other political subdivision in which the property may be located, is hereby expressly made a third party beneficiary to this Article of Declaration, and to the following provisions of other Articles:

- a. Article III. (Table of Contents included for reference.)

**Section 7. Enforcement of Special Assessment and Lien Provisions by County.** . In the event that Association fails to enforce any of the following described provisions of this Declaration:

- a. the provisions relating to the lot owners' and Association's obligation to properly maintain fuel modification and firebreak areas on lots in accordance with applicable fire and safety codes;
- b. the obligation of the Association to provide maintenance funds for all public roadways in the Subdivision; or
- c. the obligation of the Association to pay prior to delinquency all taxes and assessments levied against Association property if any or against the Association, then County shall be entitled to commence an action to enforce such provisions by any means allowed in law or equity, including the levy of special assessment equally against all of the owners of the lots, which special assessment shall be secured by a lien against all of the lots in the manner provided in Article III hereof.

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Notwithstanding the foregoing the County shall be entitled to commence such action only after:

- a. The County has given reasonable notice (which shall be not less than thirty (30) days) to the Association, describing such violation, or if no Association is in existence, by publication of reasonable notice in a newspaper of general circulation in Washoe County; and
- b. The Association or other Owners of the lots shall have failed to cure such violation within a reasonable time thereafter to the reasonable satisfaction of Washoe County.



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**Section 8. County Control/Special Assessment District.**  
Not Applicable.

**Section 9. Easement Reserved.** Not Applicable

**Section 10. FEMA Disclosure.** Certain lots within the Subdivision are, at the time of execution of this Declaration, within the 100-year flood plain, in whole or in part, as designated on Flood Insurance Rate Map No. 32031C Panel No. 2675 of the Federal Emergency Management Agency ("FEMA"). These lots are as follows: Parcel A, B, C and D on Parcel Map Case No. PM \_\_\_\_\_. Unless any of the above-referenced lots are subsequently removed from 100-year flood plain by applications to and approvals of FEMA, all lot owners are advised that:

1. such lots may be required to obtain flood insurance;
2. such lots may be assessed higher rates for flood insurance; and
3. structures must comply with the Washoe County Flood Hazard Reduction Ordinance, which includes procurement of Elevation Certificates and may preclude the construction of basements. These requirements shall be demonstrated to the satisfaction of the County Engineer and the Department of Community Development.

**Section 11. Reciprocal Private Drainage Easements.** Certain lots within the Subdivision shall have reciprocal private drainage easements, which are granted hereby, effective upon recordation of a final map for those lots and which shall be more particularly described on the final map for each affected lot, for the creation and maintenance of drainage ways from and to other lots in the Subdivision. It shall be the sole responsibility of the individual lot owner to maintain and repair said drainage ways, at the lot owner's sole cost and expense, including any concrete valley gutters or other improvements, in order to maintain the free flow of water for drainage as shown on the final map and as required by Washoe County ("County") conditions for the Subdivision approvals.

SECTION 6  
Development Standards  
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Exhibit E

**EXHIBIT E**

**DEVELOPMENT STANDARDS HANDBOOK**

**INTRODUCTION**

The George W. Stinson property is one of the parcels in the Warm Springs Specific Plan. The property consists of approximately 40.03± acres. There will be four lots ranging from 10.0± acres to 10.015± acres, and averaging approximately 10± acres. (Refer to Figure 1.)

**AGRICULTURAL**

The SPA Plan protects existing adjacent agricultural uses from potential development conflicts. All final maps shall contain a note of restriction that states, "No formal written or verbal complaints can be filed with Washoe County and no lawsuits or other legal proceedings can be brought against any legally existing agricultural use."

**RESIDENTIAL DESIGN GUIDELINES**

The purpose of this Handbook is to describe the principles, policies, standards and deed restrictions that will control development of the George W. Stinson Property to ensure that it is built and maintained as envisioned in the master planning process for the Warm Springs Specific Plan Area.

**OBJECTIVE**

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

**STANDARDS**

**Lot Concepts**

The 10.0± acre lot concepts are designed to promote the rural character of the Warm Springs Valley. The lots have designated building envelopes. (Refer to the Tentative Parcel Map, Figure 1.)

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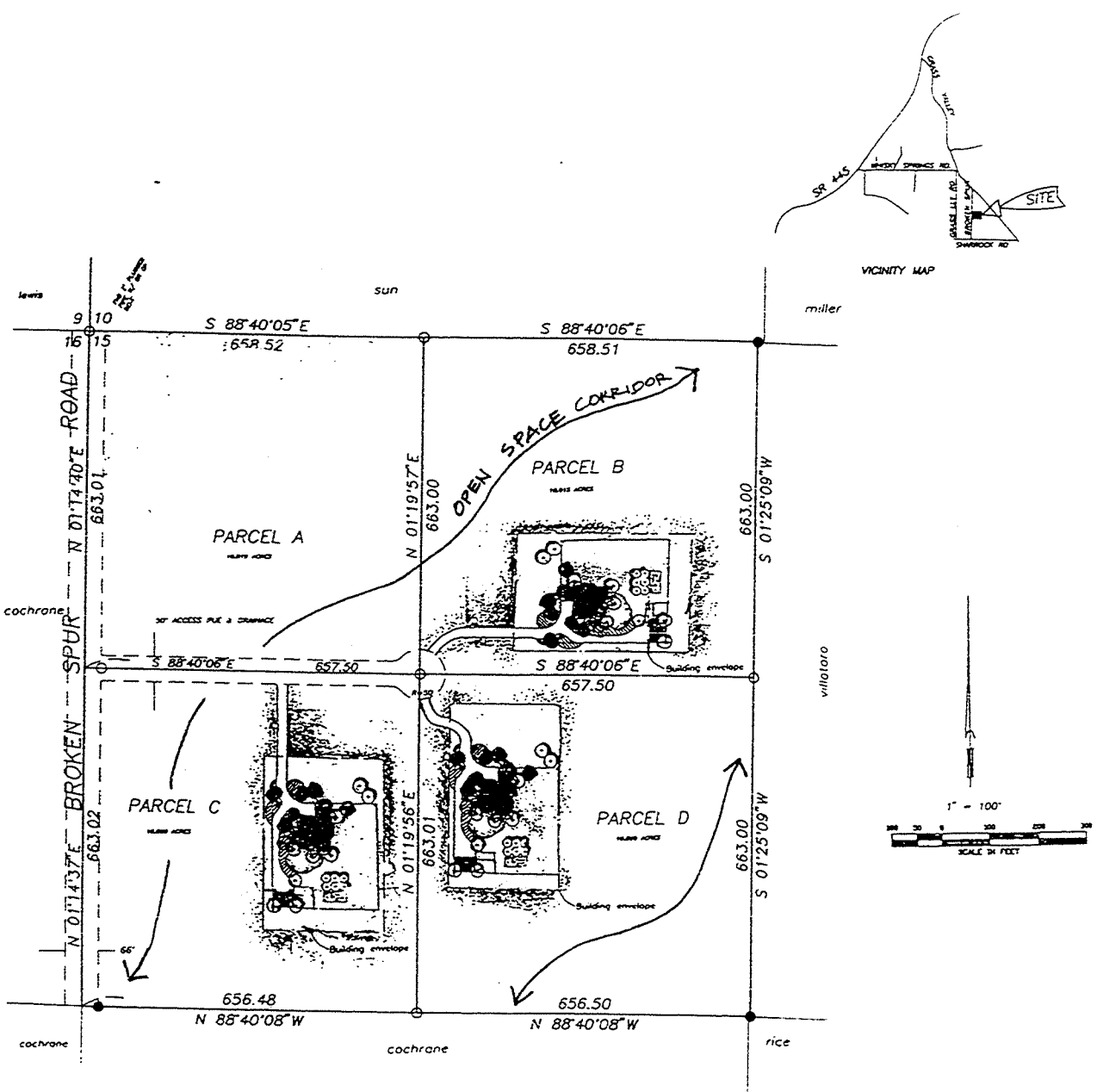


Figure 1  
Tentative Parcel Map

GEORGE W. STINSON  
FINAL PARCEL MAP & DEVELOPMENT AGREEMENT  
JULY 19, 2000

**MACKAY & SOMPS**  
REGISTERED PROFESSIONAL LAND SURVEYORS

SECTION 6  
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Exhibit E

**Building Envelops**

The building setbacks from the street vary, providing a more rural atmosphere to the streetscape. All lots have an established building envelope with a minimum building front yard setback of 50 feet minimum with a front yard dimension of 200 LF and side yard of 350'. Building side and rear yard setbacks shall conform to current Development Code Requirements. Buildings may be located anywhere within the envelope and all buildings, structures or storage of any type will be confined to this area on each lot. A 30-foot landscaped/irrigated zone around all structures utilizing fire retardant/resistant ornamental landscaping shall be required. The relationship between building envelopes is designed to provide an open space corridor and to provide necessary space for additional possible subdivision. (Refer to the 10.0± Acre Lot Concept, Figure 2.)

**Viewsheds**

The proposed building envelopes are staggered and setbacks increased to provide views and vistas from each building envelope to the surrounding valleys and mountains.

**Open Space**

The designated open space portion of the lot will be left undisturbed, and temporarily fenced off during construction to prohibit use by construction activities. All open space areas shall be maintained by the individual property owner. These corridors are designated to protect the rural character of the Valley that currently exists. No use of motorized vehicles is allowed within the designated open space areas. Open space corridors may be utilized as a non-motorized trail system for equestrian use. No fencing shall be permitted in the open space area beyond the rear edge of the building envelope unless Optional Water Usage Landscape is provided for (see figure 4 and page 14, under Water Allocation).

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**Conservation**

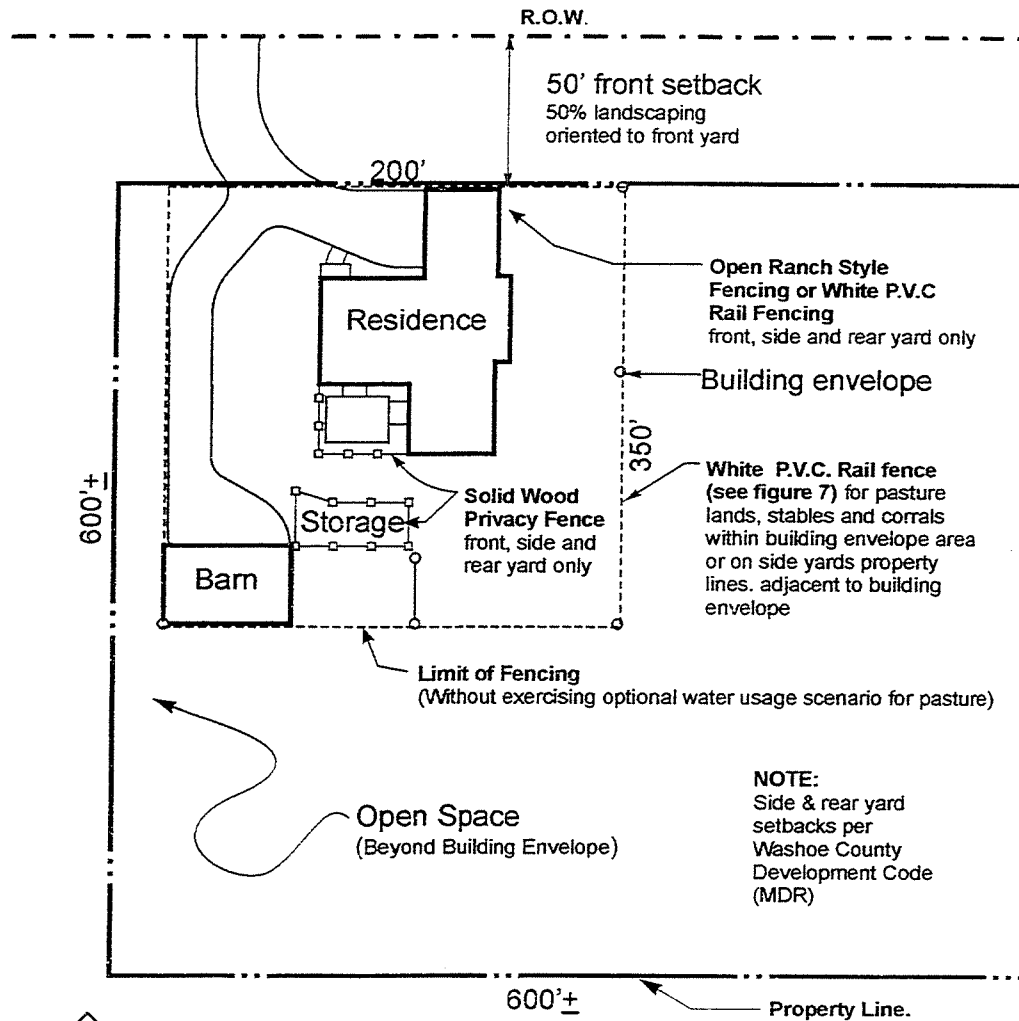
All building construction shall utilize methods of energy conservation and the use of low water demand features. The units shall incorporate Sierra Pacific Power Company's "Good Cents" standards in design construction. (Refer to the SPPCo "Good Cents Standard" included in the appendix.) Table 1 provides a list of mandatory and recommended energy and water conservation features, which will be incorporated.

**TABLE 1  
CONSERVATION FEATURES**

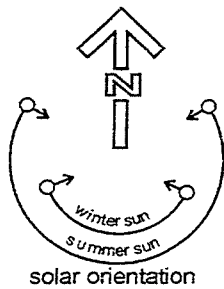
<b>Mandatory Conservation Features</b>
Water saving fixtures, shower heads, and toilets.
Dual glaze 1/4" air space windows and sliding glass doors.
Thermostat setback timers.
Sierra Pacific Power Company's "Good Cents" standards.
<b>Recommended Conservation Features</b>
State-of-the-art water saving appliances such as washing machines and dishwashers.
The use of trash compactors to limit the use of garbage disposals in sinks.
Passive solar design.
Solar water heater.
Zoned heating controls.
Plumbed gray water storage and distribution for irrigation of landscaping.

Building design and orientation shall be considered in conservation of energy. All buildings will be designed and orientated to benefit from passive solar heating if practiced. (Refer to the 10.0± Acre Lot Concept, Figure 2.) Passive solar construction guidelines for Northern Nevada are available through the Sierra Pacific Power Company<sup>1</sup>.

Homes will be designed to utilize the following minimum guidelines of energy conservation in site and architectural design. Some simple alterations in building design and siting can enable the use of the sun, wind, landform, and vegetation to provide for supplemental heating, cooling, and insulation for a structure. Such methods can result in up to a 40% reduction in energy use.



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1. Open space to remain undisturbed.
2. Maintained by individual property owner.
3. No fencing permitted beyond the rear, front, and side edge of the building envelope except for possible Optional Water Usage area as shown in Figure 4.
4. Retain native vegetation or establish if land is retired from agricultural cultivation or disturbed during construction.

Figure 2  
10.0± ACRE LOT CONCEPT

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Handbook

## GUIDELINES

- All buildings should be located and oriented to benefit from passive solar heating. The desirable exposure is towards the south, southeast, or southwest. The simple east-west orientation of a rectangular building in northern Nevada has been found to reduce energy consumption by 40%.
- Site development should use plant materials and landforms to enhance energy conservation. Coniferous trees planted along the windward side of the property can act as a windbreak to deflect winter winds. Shrubs and trees planted against the structure can help to insulate the building. Deciduous trees planted on the south side of the structure will shade the building during the summer and enable sun to penetrate during the winter. The creation of earth berms on the windward side can reduce heat loss due to wind and help to insulate the structure. (Refer to the Landscape Concepts Figure 3.)
- The structure should be designed to keep energy needs for heating and cooling to a minimum. Passive energy conservation measures include the following:
  - Good insulation
  - Location of active living spaces on south side
  - Location of closets, mud-room, garages, or storage space on north and east sides
  - Air-lock entries
  - Concentration of windows on south side
  - Reduction in number and size of openings on north side
  - Maximum use of double glazing
  - Building overhangs to shield windows from summer sun and to let in winter sun
  - Use of paved surfaces, rock or masonry on south side to absorb radiation
  - Builders are encouraged to utilize the complete solar construction guidelines incorporated in the appendix.
- Active solar energy systems shall also be permitted, provided solar panels are integrated into the architectural design, or if detached, cannot be placed on the roof and must be screened from public view.

<sup>1</sup> More information may be obtained from the Passive Solar Industries Council, 1090 Vermont Avenue, Suite 1200, Washington D.C. 20005, (202) 371-0357.

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<sup>1</sup> More information may be obtained from the Passive Solar Industries Council, 1090 Vermont Avenue, Suite 1200, Washington D.C. 20005, (202) 371-0357.

**Architecture**

All buildings must incorporate a "western ranch" theme or identity architecturally, in a manner that is complimentary and compatible with the Warm Springs Valley Area and its surroundings. All building plans shall be submitted to the Architectural Review Committee to ensure this policy is enforced in a way that encourages creative design. No mobile homes are allowed except for construction purposes. To enhance the development and maintain the rural character, buildings and structures shall adhere to the following guidelines:

**Exterior Walls and Trims**

Building materials to support the "western ranch" theme are wood, brick, stucco, or stone material finish which are required for all exterior walls. Hardboard composite siding or cultural stone materials may be used with Architectural Review Committee approval.

Siding must run one consistent direction on all exterior walls. Exterior colors must be earth tone and harmonize with the surrounding landscape. No true primary or secondary colors are allowed, nor any gloss finishes.

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

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

**Roofing**

Roofing materials shall be of a color that harmonizes with the surrounding area and color scheme of the structure. Building materials to support the "western ranch" theme shall be limited to slate or concrete tile, or architectural composition extra dimensional 30-year roofing. Flat roofs shall not be allowed. Metal roofs may be permitted with Architectural Review Committee approval.

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Flat roofs shall not be allowed. Metal non-reflective and colored roofs may be permitted with Architectural Review Committee Approval.

### **Building Heights**

To promote the "western ranch" theme, single story homes are encouraged, but all homes shall be limited to two stories and 35 feet in height, per Washoe County Development Code requirements.

### **Animals**

Horses or 4-H animals will be allowed. No lot shall have more animals than the parcel can maintain. Adequate ground cover to eliminate dust and prevent erosion shall be maintained at all times. The usual household pets are allowed provided they are not kept for commercial purposes and are kept reasonably confined so as not to become a nuisance. Horses, animals and household pets shall not unreasonably interfere with the comfort, privacy, or safety of other properties. Animals shall be kept in accordance with Washoe County ordinances.

All lots are designated for horses/4-H animals. Homeowners may provide irrigated pasture as an exercise area or for supplemental feed in which the animals may be kept when not stabled or corralled. Livestock may be considered an optional use for water allocated for landscape use. Additional water rights will be required to be dedicated for pasture lands. Irrigated pastures require additional water rights at 4 afy. per 1-¼ acre of irrigated pasture, or a total of 5 afy. (Refer to Optional Usage Water Consumption Table 2A in the Landscape/Irrigation Section.)

### **Garbage and Refuse Disposal**

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

### **Concealment of Fuel Storage Tanks and Trash Receptacles**

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

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**Antennas**

Satellite dishes and home radio antennas shall be screened from view from any adjacent parcels, streets, or open space by locating in rear yards behind screen fences at a minimum.

**Travel Trailers, Motor Homes and Boat Storage**

Travel trailers, motor homes (R.V.), or boats and trailers shall be stored within the building envelope in the rear yard and screened from any street, lot, parcel, or open space area. Screening shall be consistent with the designated neighborhood privacy fence. (Refer to the 10-Acre Lot Concept Figure 2.)

**Nuisances**

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

**Completion of Construction**

Construction of any improvement, once commenced, shall be pursued diligently to completion within 12 months of commencement. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within a reasonable period shall be deemed nuisances. The Homeowner's Association may remove any such nuisance or repair or complete the same at the cost of the owner provided the owner has not commenced required work within thirty (30) days from posting a notice to commence such work upon the property. Such notice shall state the steps to be taken to eliminate the nuisance.

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shall be left in natural vegetation or reseeded if disturbed, as specified in the **Revegetation of Open Space/Drainageways** heading, on page 15. Plant selection should include only drought tolerant and low water demand material. (Refer to plant list in appendix I) These factors contribute to a decreased average annual residential water demand that is mandatory for implementation of the Area's Master Plan.

**Water Allocation - Domestic**

The SPA Plan mandates compliance with a per lot water allocation. The designated water allocation for this subdivision is 1.12 a.f.y. Per lot, or 364,896 gallons per. yr. Domestic water use for the average household is 70,260 gallons per year and Landscape water use at a min. of 75,208 gallons per yr. This leaves 217,428 gallons of water for selection of optional landscape elements. Livestock pasture irrigation may require dedication of additional water rights. Each lot owner shall incorporate the following minimum required landscape elements. A minimum of 50% of the required landscaping shall be oriented to the front yard of the lot. (Refer to Figures 2 & 3.)

- 2,000 s.f. of landscaped area
- 5 evergreen or deciduous trees within the front yard setback (1-specimen; 4-15 gal. min.)
- 5 deciduous or evergreen trees within the building envelope (15 gal. min.)
- 12 evergreen shrubs (1 gal. min.)
- 12 deciduous shrubs (1 gal. min.)

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





**Table 2**  
**Residential Water Usage – Gallons Per Year**

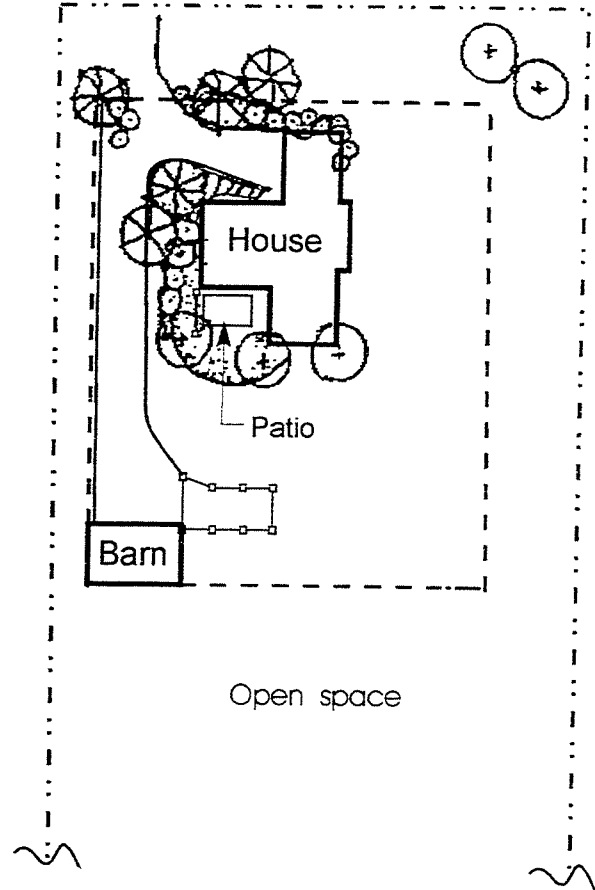
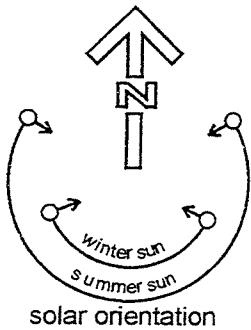
Lot	Water	Domestic	Required	Required	Required		Residual/ Optional
10.0± AC	1.12 AFY 364,896 Gal.	70,260	14,960	42,160	20,088	147,468	217,728

WATER USE TABLE

WATER USE ELEMENTS	GALLONS OF WATER
Domestic use	70,260
2000 s.f. Lawn	42,160
24 shrubs	20,088
10 trees	14,960
Total Outdoor	75,208
	<b>Total 147,468</b>

LEGEND

-  Lawn - spray irrigation
-  Shrubs - drip irrigation
-  Trees - drip irrigation
-  Groundcover - drip irrigation



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Figure 3

MINIMUM REQUIRED LANDSCAPE WATER USAGE

WATER USE TABLE

WATER USE ELEMENTS	GALLONS OF WATER
Domestic use	70,260
4000 s.f. Lawn	84,320
45 shrubs	37,665
22 trees	32,912
800 sf veg. garden	12,896
3,000 sf groundcvr	48,360
2 livestock	14,600
Total Outdoor	230,753
	Total 301,013

LEGEND

- Lawn - spray irrigation
- Shrubs - drip irrigation
- Trees - drip irrigation
- Groundcover - drip irrigation
-  Irrigated Pasture

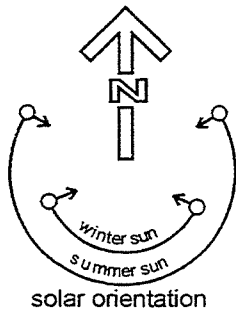
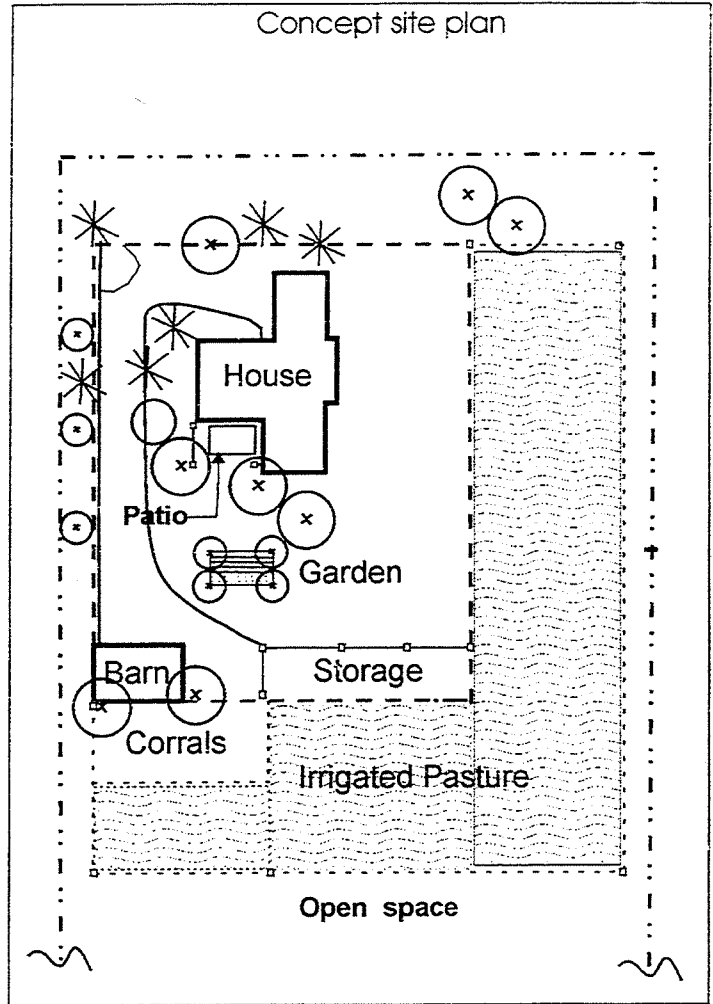


Figure 4

POSSIBLE OPTIONAL WATER USAGE

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

A specified number of trees (5) are required in the front yard setback. Plant material per neighborhood, should be kept similar to strengthen neighborhood unity and identity.

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

All surface water drainageways within the subdivision shall be graded to resemble a natural drainage swale and incorporated in the overall design. Drainageways should be lined with native wildflowers, grasses, shrubs, and scattered rocks and boulders to slow water velocities

The designated water for pasture irrigation is 4 a.f.y. per acre. For 1¼ acres of pasture per parcel, a total of 5 a.f.y. is required. Water rights of 5 a.f.y. per lot will be permitted through the State Engineers Office. These water rights will be used to irrigate the pasture and/or livestock on each lot.

**TABLE 2A**

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

**Water Allocation – Pasture (Only applies if additional water rights are purchased)**

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### Maintenance

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

### Revegetation of Open Space/Drainageways

All open space areas shall be left in native material. All disturbed areas within the building footprint that are not to be landscaped, will be revegetated with a combination of native shrubs, grass, and wildflower seed mixtures specified in this document.

Areas currently in agricultural use that are designated as Open Space will be left undisturbed and grading will be permitted. If noxious weeds are in abundance, the owner may employ a weed management plan developed by an appropriate land reclamation specialist. As agricultural practices are abandoned as development occurs, these areas will be over-seeded with a native grass mixture as described in Table 3. A gradual transition of plant material will typically occur.

The soils and precipitation in Warm Springs Valley greatly reduce plant species available for revegetation. The species selected will survive with little or no supplemental irrigation water being applied after establishment.

The potential combination or mixtures for most areas is listed in Table 3.

The Indian Ricegrass must be drill seeded at 3-4 inches below the surface. The Pubescent Wheatgrass and Globe Mallow should be drill seeded to a depth of 1/2 inch below the surface. The Kochia and Winterfat should be hydroseeded.

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

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

To improve establishment chances seeded area could be hydromulched as a rate of 2,000 lbs./acre. Supplemental irrigation water can be applied the first growing season. Irrigations should be light and infrequent. This will promote root development which will be essential once irrigation water is eliminated. Water used for this purpose must be deducted from the given available water. After the system is abandoned, the water may be reallocated to other uses.

**Table 3**  
**Seed Mix for the Conversion of Agricultural Land**

Common Name	Botanical Name	Amount Pure Live Seed
Scarlet Globe Mallow	Sphaeralcea coccinea	1/2 lbs./acre
Indian Ricegrass	Oryzopsis Hymenoides	4 lbs./acre
Immigrant Forage Kochia	Kochia prostrata	1 lb./acre
Winterfat	Eurotia lanata	3 lbs./acre
Pubescent wheatgrass	Elytrigia Intermedia	4 lbs/acre

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**Irrigation**

**1. Irrigation Requirements**

Each residential lot will be required to install an irrigation system with automatic controller and backflow prevention device to meet County/State health codes. The irrigation system shall include an overhead spray system for any turf areas, with uniform head to head coverage and matched sprinkler head precipitation rates. Temporary irrigation systems may be in use for two (2) seasons only. The system shall also include a drain down method for winterization.

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



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2. **Landscape and Irrigation Plan Submittal Requirement**

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

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

A plant species list keyed to plant locations on the plan. The plant list must include plant sizes and quantities.

An indication of surface material(s) in non-landscaped areas; and

Agricultural soils test results and proposed soils improvement/amendment methods.

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

Point of connection to water source;

Location, type of installation detail of backflow prevention device;

Remote control valve location, manufacturer's name, product number, size and gallons per minute for each lateral zone;

Irrigation main and lateral line type, size and depth of bury;

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Sprinkler head locations, manufacturer's name, product number, nozzle size and number, radius, gallons per minute and psi operation rate;

Drip system - valve location and size, lateral line type and location, emitter type, product number and amount per plan, and

Control clock manufacturer's name, product number and installation location.

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

The grading plan must include the following:

Limits of grading and construction;

Location, type of temporary fencing to protect open space and native vegetation from construction traffic;

revegetation of disturbed areas, seeding, quantity and need for temporary irrigation.

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**3. Maintenance**

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

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

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## Fencing

- **General Considerations.** All property lines from the building envelopes to the street shall be kept free and open. Fencing will be consistent within the neighborhood for this development. Wood fencing will be treated with a light or transparent stain that will increase woods durability. Stains should be consistent in tone on the individual properties but no one property will be required to match exactly with neighbors as stain availability can not be guaranteed. Owners are required to keep fencing in good working order and have a well maintained appearance.
- **Solid Wood Privacy Fence**, six-foot high, may be constructed within the building envelope and limited to the rear of the house. They may be used for screening such features as a RV storage area, dog run or a patio. Side yards will not be enclosed with a privacy fence but fences should tie into a structure or other terminus point. A typical type and style privacy fence is established to promote neighborhood unity. (Refer to Privacy Fencing, Figure 5.)
- **Open Ranch Style Fencing** along front, side and rear yards within the building envelope may be used to define space and circulation areas or accent gardens and will be limited to four feet in height. (Refer to Split Rail Fencing Figure 6.) The fencing should be of a consistent height and end at some transition point such as the house.
- **Chainlike Fence, Woven Wire or other wire fence** may be used for backyard pet enclosures, vegetable gardens, swimming pools or sport tennis courts and may be up to ten feet high (the fence may entirely enclose a vegetable garden). The wire fencing, posts, and rails will be plastic coated of a color to harmonize with building colors. No barbed wire fencing will be allowed.
- **White Rail PVC Fencing** material will be used to enclose pasture lands, stable runs, and corrals. (Refer to Figure 7.) White rail PVC fencing may also be constructed within the designated building envelope in substitute for the Open Ranch Style Fencing. (Refer to the 10.0± Acre Lot Concept Figure 2.) Fencing for pasture beyond the limits of the property boundary will not be permitted unless pasture is established and grasses are irrigated in accordance with **Optional Water Allocation** (page 13) plan. Under this scenario, pasture fencing will be the White PVC Rail and the irrigated pasture area should adjoin the building envelope on at least 2 sides.

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### **Exterior Lighting**

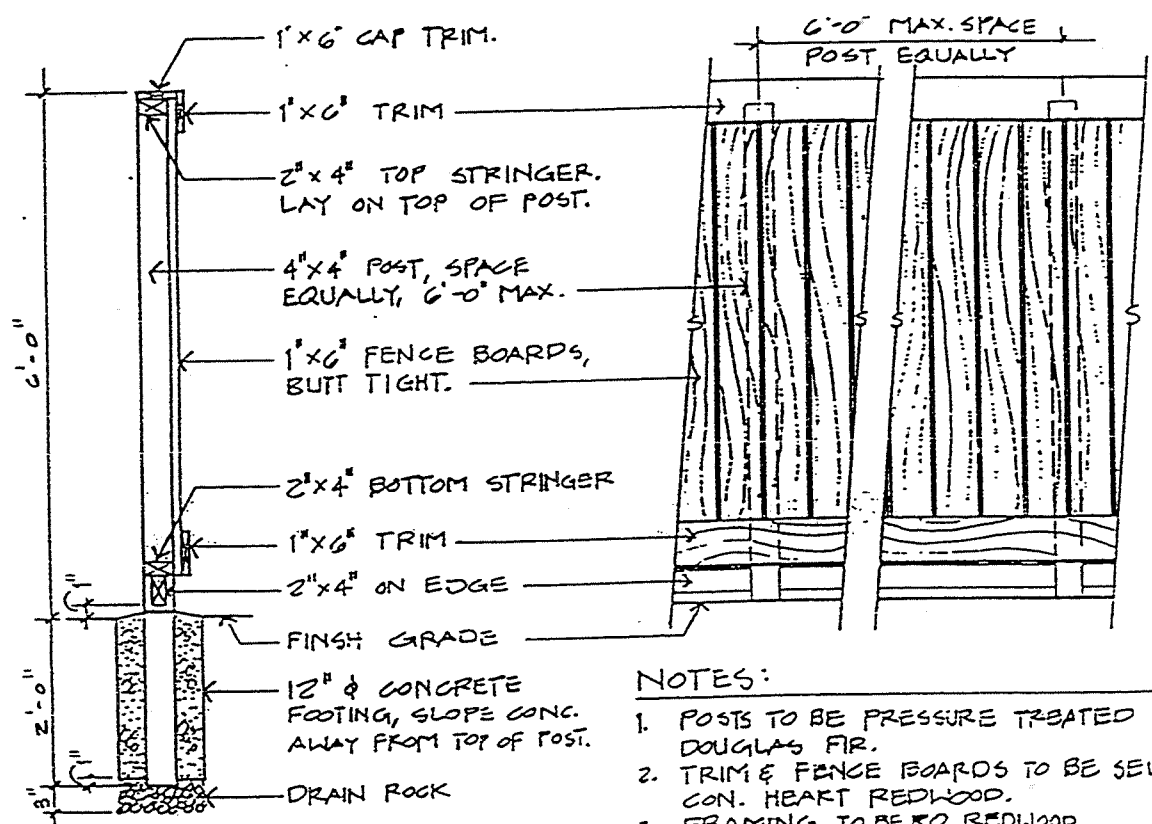
The functional objectives in providing exterior area lighting to illuminate areas necessary for safe and comfortable use. In certain situations, area lighting can add to the aesthetic appeal of a site by highlighting architectural features of a building or illuminating pathways and landscape plantings.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

### **Standards**

1. Exterior lights shall not blink, flash or change intensity. String lights, building or roofline tube lighting, reflective or luminescent wall surfaces are prohibited.
2. Exterior lighting shall not be attached to trees except for the Christmas season.
3. Driveway, walkway, and building lights shall be directed downward.
4. Fixture mounting height shall be appropriate to the purpose.

### **Mailboxes**

Individual property owners will not have US Mail delivered to their property.



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- NOTES:
1. POSTS TO BE PRESSURE TREATED DOUGLAS FIR.
  2. TRIM & FENCE BOARDS TO BE SELECT CON. HEART REDWOOD.
  3. FRAMING TO BE KO REDWOOD
  4. FENCE BOARDS TO BE INSTALLED ON PUBLIC VIEW SIDE OF POST, INSIDE YARD ALTERNATE FENCE BOARDS.

Figure 5  
 PRIVACY FENCING

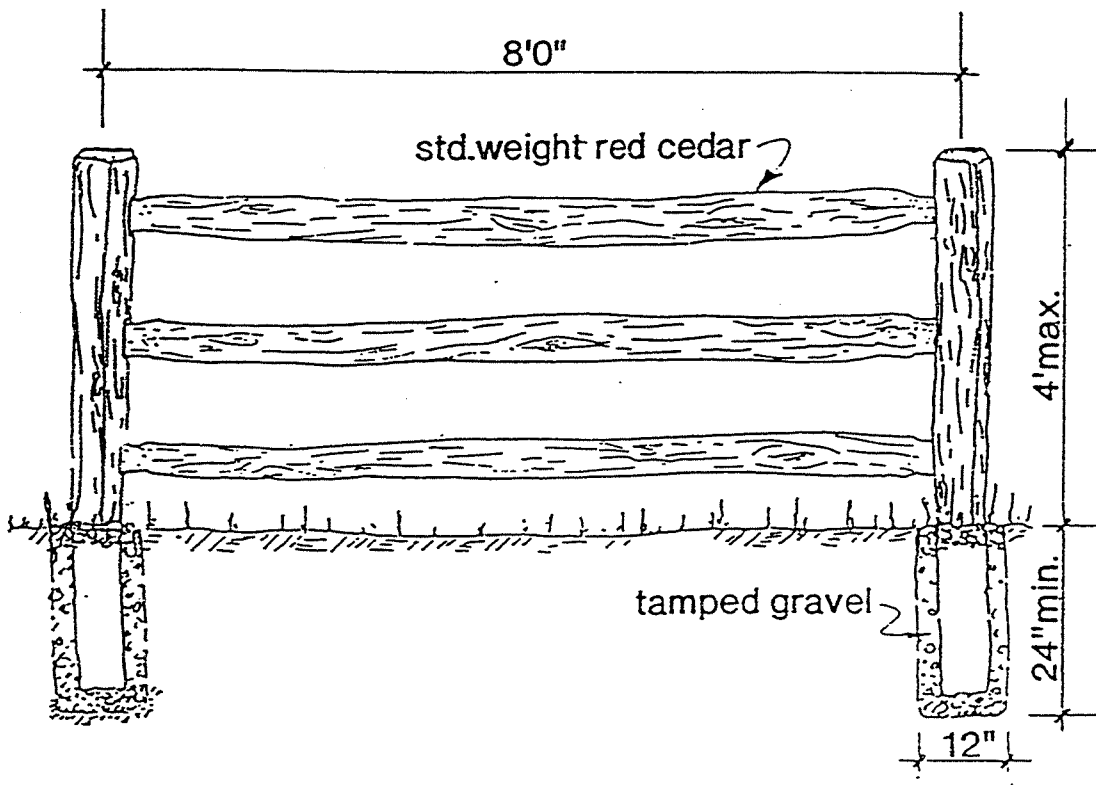
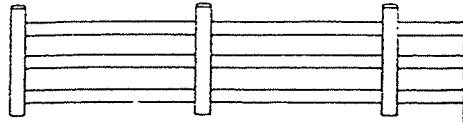


Figure 6

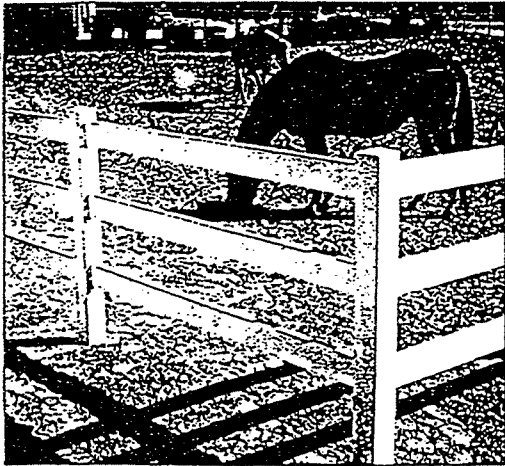
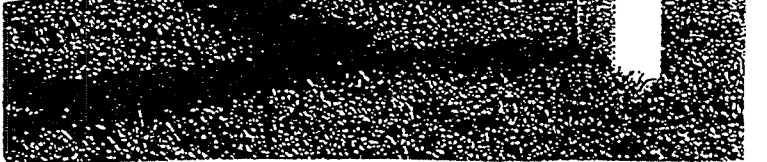
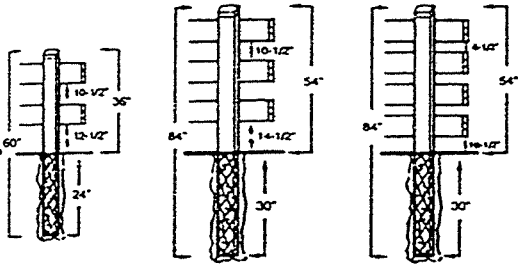
SPLIT RAIL FENCE DESIGN



### Ranch Rail

Available in the following heights:

3'  
54"



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Post: 5" x 5"  
Rail: 1-1/2" x 5-1/2" x 16'  
Post Spacing: 8' o.c.

Figure 7

### WHITE P.V.C. RAIL FENCE DESIGN

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5. Illumination for aesthetic or dramatic purposes of any building or surrounding landscape utilizing exterior light fixtures projected above the horizontal is prohibited.
6. Seasonal lighting displays and lighting for special events which conflict with other provisions of this section may be permitted on a temporary basis.

#### Guidelines

1. Lighting Design - Exterior lighting should be designed as an integral part of the architecture and landscape and located in a manner that minimizes the impact of lighting upon adjacent structures and properties.
2. Lighting Levels - Avoid consistent overall lighting and overly bright lighting. The location of lighting should respond to the anticipated use and should not exceed the amount of light actually required by users. Lighting for pedestrian movement should illuminate entrances, changes in grade, path intersections, and other areas along paths which, if left unlit, would cause the user to feel insecure. Lighting suppliers and manufacturers have lighting design handbooks which can be consulted to determine fixture types, illumination needs and light standard heights.
3. Fixture Design - Exterior lighting fixtures should be simple in design and should be well- integrated with other architectural site features.
4. Structural Lighting - Night lighting of building exteriors should be done in a selective fashion: highlight special recognizable features; keynote repeated features; or use the play of light and shadow to articulate the facade. The purpose of illuminating the building should be to add visual interest and support building identification. Harsh overall lighting of a facade tends to flatten features and diminish visual interest.



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

**Utilities**

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

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SECTION 7  
Final Order  
Case No. PM 12-43-98  
Exhibit F



OFFICE OF THE WASHOE COUNTY CLERK

COUNTY COURTHOUSE, VIRGINIA AND COURT STS.  
P.O. BOX 30083, RENO, NEVADA 89520-3083  
PHONE (775) 328-3260  
FAX (775) 328-3582

AMY HARVEY  
County Clerk

May 21, 1999

Mr. George Stinson  
4400 Broken Spur Road  
Reno, NV 89510

Dear Applicant:

I, Amy Harvey, County Clerk and Clerk of the Board of County Commissioners of Washoe County, Nevada, do hereby certify that, as filed with the County Clerk on this date, the Board of County Commissioners, at its regular meeting on April 13, 1999, issued the following order:

99-346      PRELIMINARY DEVELOPMENT AGREEMENT CASE NO. DA12-4-98 - PARCEL MAP CASE NO. PM12-43-98 (APPEAL) - GEORGE STINSON (APN 077-130-14) - COMMUNITY DEVELOPMENT

5:00 p.m.      This was the time set in a Notice of Public Hearing, published in the Reno Gazette-Journal on April 2, 1999, to consider entering into a Preliminary Development Agreement between George Stinson and Washoe County to fund infrastructure provision and to implement design standards pursuant to the Warm Springs Specific Plan (WS SP). The agreement would facilitate parcelization of ±40.04 acre site into four parcels, 10 acres in size (see Case No. PM12-43-98). The property is located south of Whiskey Springs Road and east of Broken Spur, approximately 4.0 miles east of the Pyramid Lake Highway. The property is designated Medium Density Rural (MDR) and General Rural (GR) in the Warm Springs Specific Plan and is situated in a portion of the NW1/4 of Section 15, T22N, R21E, MDBM, Washoe County, Nevada. This item was continued from March 9, 1999.

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AND

to consider the appeal of applicant, George Stinson, of certain conditions of approval by the Planning Commission of Parcel Map Case No. PM12-43-98 concerning a request to divide a ±40.04-acre site into four parcels, 10 acres in size (see Case No. DA12-4-98). The property is located south of Whiskey Springs Road and east of Broken Spur, approximately 4.0 miles east the Pyramid Lake Highway. The property is designated Medium Density Rural (MDR) and General Rural (GR) in the Warm Springs Specific Plan and is situated in a portion of the NW1/4 of Section 15, T22N, R21E, MDBM, Washoe County, Nevada. Proof was made that due and legal notice had been given.

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DA12-4-98 & PM12-43-98  
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Catherine McCarthy, Department of Community Development, provided background information and presented maps of the subject area which she displayed on the document camera.

Ms. McCarthy discussed the concerns presented by the applicant relating to the adopted land use map for the Warm Springs Specific Plan and advised that the map has been used for five previous development agreements; that the map shows about 1/3 acre of General Rural on Mr. Stinson's parcel which is intended for the future Spine Road, a drainage channel, and a trail system; and that if that General Rural was not included on Mr. Stinson's parcel, it would have to be placed on another property to accommodate that portion of the infrastructures. She then discussed the other issues raised by the applicant including (1) the question of impacts to the existing residents, advising that this was addressed by the Planning Commission in Condition No. 11 of the Development Agreement, (2) the advisory note used to make sure that the final parcel map is in conformance with the tentative map, and (3) Health Department Condition No. 13 for a plan for operation and maintenance of the nitrate reducing septic, which condition must be appealed to the District Health Board.

Randy Walter, MacKay & Soms Civil Engineers, Inc., representing George Stinson, reviewed conditions they would like modified for both the development agreement and the parcel map, advising that they relate more to technical issues than policy issues, but do affect Mr. Stinson's ability to do what he is trying to do with his parcel map. He then presented their requested language modification to Condition No. 11 relative to the requirement to bring the applicant's home into conformance with "all the terms and conditions of the Development Agreement." He explained that the home existed prior to adoption of the Development Code and the Warm Springs Area and Specific Plans, and, therefore, this requirement should apply only to "all future improvements." Mr. Walter then addressed Condition No. 7 that is contained in both the development agreement and the parcel map and deals with mapping issues and considerations. He stated that they believe that the Area Plan map is in error and advised that the original Specific Area Plan was approved in 1992 and the current land use map, which did not exist at that time, was created based on the interpretation by staff of the approved plan in 1995. Mr. Walter presented several maps displayed on the document camera and a large easel to demonstrate the discrepancies between the two maps that affect Mr. Stinson's parcel. He stated that the GR designation for open space on the first map is clearly to the south of Mr. Stinson's parcel, which was done because the original intent was for the open space to be placed on the larger adjoining properties that had the greatest ability to provide those infrastructures; and that because the GR designation on the current map is wrong and encumbers Mr. Stinson's property resulting in the ultimate elimination of one potential lot, they are requesting that it be removed from his parcel. Mr. Walter then stated that Condition No. 9 requires an advisory note on the map stating that the minimum lot requirement is 10 acres; that the regulatory zoning indicates a

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minimum lot size of 5 acres; and that their request is that the advisory note reflect the current regulatory zone designation because they believe the current language will restrict the map to 10 acres into perpetuity even though the land use designation allows for 5-acre lots. He then advised that they understand they have to go to the District Board of Health to request a change to Condition No. 13, but explained that the issue relates to the requirement that a plan be in place for the long term maintenance of denitrification systems when in reality that is a County-wide issue and not just a Warm Springs or Stinson parcel map issue. Mr. Walter then responded to questions of the Board.

Chairman Galloway opened the public hearing and called on those wishing to speak. There being no response the public hearing was closed.

Upon request of Chairman Galloway, Ms. McCarthy and Dean Diederich, Planning Manager, Department of Community Development, responded to the issues presented by Mr. Walter. Ms. McCarthy advised that staff would not object to adding clarification language to Condition No. 11 that would state that all the terms and conditions of the development agreement "... shall be met for all new improvements." Mr. Walter stated that they were satisfied with this language modification.

Mr. Diederich stated that staff reviewed both the 1992 and 1995 maps and believes that they represent the same intent, land use intensity, and geographic boundaries; and that if the Board feels the map is in error or that staff's interpretation is in error, it can identify that, but in order for the appellant to change the adopted 1995 map, a comprehensive plan amendment would be required. He further stated that the development agreement establishes the ability to collect revenues to ultimately build the required infrastructure, but there is no final alignment study for the roadway, drainage, or trail easement, and there is a shared demand on the adjoining parcel; and that the GR designation is the minimum area that was believed to be necessary to handle at least a portion of the public infrastructure requirements. Mr. Diederich then responded to questions of the Board and stated that the advisory note is a standard condition of approval that is now placed on parcel maps to make sure that a final map submitted for recordation is in substantial conformance with the approved tentative map, and is not intended to represent a limitation on further subdividing the property; and that if the regulatory zone allows for further division that is a separate issue whereby the subsequent parcel map would have its own special advisory note. Upon inquiry of Chairman Galloway, Mr. Diederich stated that staff would be comfortable with clarifying the advisory note to say that this reflects the division applied for by the owner, but does not preclude further division.

Further discussion was held and Chairman Galloway reviewed the issues presented, stating that resolution has been reached on two issues and there is no disagreement that Condition No. 13 must be appealed to the District Health Board; that

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the mapping issue has not been resolved and he is not prepared to make a finding with regard to whether the current land use map is wrong; and that the map could be changed if the applicant successfully goes through a comprehensive plan amendment. Mr. Walter commented that this is a mapping error issue and has nothing to do with a comprehensive plan amendment, and to require an applicant to go through that process because the mapping is wrong is ludicrous; and that mapping errors have occurred in Washoe County in the past and he does not believe a comprehensive plan amendment is necessary to change every little thing on a map.

Legal Counsel Shipman stated that unless there is a clear error on a map, the final decision is the Planning Department, which decision is appealable through the Board of Adjustment; and that technically the Board of County Commissioners, as ultimate interpreter of the map, could state a correction to the map if it concluded that there was a mapping error.

Following further discussion, on motion by Commissioner Bond, seconded by Commissioner Short, which motion duly carried, Chairman Galloway ordered that the appeal be partially upheld and the following conditions be modified:

Condition No. 13 shall apply as presently stated or as subsequently modified by the Health Department.

Clarifying language shall be added to Condition No. 11 to indicate that the conformance requirement shall apply only to future improvements.

Clarifying language shall be added to Condition No. 9 to indicate that the advisory note reflects the lot sizes on the approved application but does not preclude future division.

Based on the following findings, it was ordered that the appeal relative to the mapping error be denied and the conditional approval of the Planning Commission of Development Agreement Case No. DA12-4-98 and Tentative Parcel Map Case No. PM12-43-98 for George Stinson be upheld, subject to the following conditions as amended:

**Findings for Preliminary Development Agreement Case No. DA12-4-98**

1. That the proposed preliminary development agreement is consistent with the goals, policies and action programs of the Warm Springs Specific and Area Plans, and the *Washoe County Comprehensive Plan*;

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DA12-4-98 & PM12-43-98  
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2. That the agreement does not propose any departures from Development Code regulations and is deemed to be in the public interest;
3. That the requested parcel map is consistent with the density provisions and lot size regulations of the *Washoe County Development Code* and the site is particularly suited for the density and type of residential development proposed;
4. That the physical design of the project and the manner in which the design makes adequate provision for public services and open space areas. The development agreement provides funding of public infrastructure pursuant to the Warm Spring Specific Plan (WS SP). The project will be served by individual wells and nitrate reducing septic systems, and water rights will be secured prior to recordation of the final map;
5. The terms and conditions of the development agreement are sufficient to protect the interests of the public, residents, and the owners of the land subject to the agreement in the integrity of the plan;
6. That the Planning Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting;
7. That the Washoe County Commission gave reasoned consideration to the information contained within the reports transmitted to the Washoe County Planning Commission and the Washoe County Commission, and information received during the County Commission public hearing; and

**Findings for Tentative Parcel Map Case No. PM12-43-98**

1. That the division is in conformance with the Comprehensive Plan and the Warm Springs Area Plan and Warm Springs Specific Plan;
2. That the proposal will adequately provide for access, floodwaters, utilities, wastewater disposal, water supply and fire protection; and
3. That the Planning Commission gave reasoned consideration to the information contained within the staff report and information received during the meeting; and

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 DA12-4-98 & PM12-43-98  
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4. That the Washoe County Commission gave reasoned consideration to the information contained within the reports transmitted to the Washoe County Planning Commission and the Washoe County Commission, and information received during the County Commission public hearing;

**CONDITIONS FOR  
 PRELIMINARY DEVELOPMENT AGREEMENT CASE NO. DA12-4-98  
 GEORGE STINSON**

(As determined by Washoe County Board of County Commissioners during the public hearing on April 13, 1999)

\*\*\*IMPORTANT—PLEASE READ\*\*\*

UNLESS OTHERWISE STATED, PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT AGREEMENT, ALL CONDITIONS MUST BE MET. 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.

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

#### GENERAL CONDITIONS

1. Unless specifically stated in the Final Development Agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Warm Springs Area Plan. Unless specifically stated in the Final Development Agreement, the allowed uses, densities, and standards of the land subject to the Development Agreement shall be those in effect at the time the final agreement is approved.
2. Approval of the Preliminary Development Agreement shall be valid for 2 years from the date of approval by the Washoe County Planning Commission.



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3. The fee schedule stipulated in the Preliminary Development Agreement shall be adjusted to those in effect at the time the Final Development Agreement is submitted and deemed complete by staff of the Department of Community Development.
4. The Final Development Agreement and Exhibits shall reflect the Staff Recommended Edits dated February 24, 1999.
5. The Final Development Agreement shall reference and include conditions of approval for Parcel Map Case No. PM12-43-98 as an exhibit.
6. The Final Development Agreement shall specify any time frames that have been extended beyond those specified by the Washoe County Code or Nevada Revised Statutes. The Department of Community Development shall be responsible for determining compliance with this condition.
7. The Final Development Agreement shall incorporate changes to Exhibit E, Development Standards Handbook, as specified in the Washoe County Design Review Committee (DRC) letter dated February 22, 1999. The DRC letter refers to the Technical Review Memo included with the DRC staff report dated February 3, 1999 and the applicant responses from Randy Waiter of MacKay and Soms dated February 11, 1999.
8. The Final Development Agreement shall include complete Covenant, Conditions and Restrictions (CC&Rs) and/or documentation of annexation to any existing CCR's and the Master Homeowners Association.
9. The developer and all successors shall direct any potential purchaser of the tentative parcel map (prior to recordation of the final map), to meet with the Department of Community Development to review the Preliminary Development Agreement and the conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Community Development of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
10. Prior to submittal to the Washoe County Commission, the Final Development Agreement shall be reviewed and approved by the Office of the District Attorney of Washoe County.
11. A site plan of the existing improvements on Parcel A shall be included with the Final Development Agreement. Prior to issuance of a discretionary or ministerial permit to alter, change or expand the uses on Parcel A, all the terms and conditions of the recorded Development Agreement described in Case No. DA12-4-98 shall be met for all new improvements.

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**CONDITIONS FOR  
TENTATIVE PARCEL MAP CASE NO. PM12-43-98  
GEORGE STINSON  
(As determined by Washoe County Board of County Commissioners  
during the public hearing on April 13, 1999)**

**\*\*\*IMPORTANT—PLEASE READ\*\*\***

**ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES SHALL BE PROVIDED IN AN APPROPRIATE FORM AND AMOUNT, TO THE SATISFACTION OF THE PUBLIC WORKS DEPARTMENT, PRIOR TO FINALIZATION OF THE TENTATIVE PARCEL MAP, UNLESS OTHERWISE STATED.**

**COMPLIANCE WITH THE CONDITIONS OF THIS TENTATIVE PARCEL 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.**

**GENERAL CONDITIONS**

1. The final map shall be in substantial compliance with all plans and documents submitted as part of this tentative parcel map application, and with any amendments imposed by the Planning Commission or the County Commission. All documentation necessary to satisfy the conditions noted below shall accompany the final map when submitted to the County Engineer and the Community Development Department.
2. A note shall be placed on the final parcel map stating that the original developer, its successor in interest, and all owners, assignees, and occupants of the property, and their successors in interest shall comply with all the terms and conditions of the recorded Development Agreement described in Case No. DA12-4-98. The Department of Community Development shall be responsible for determining compliance with this condition.
3. Prior to final map recordation, the applicant shall provide proof of a recorded Development Agreement as described in Case No. DA12-4-98. The Department of Community Development shall be responsible for determining compliance with this condition.

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4. According to the Warm Springs Specific Plan, development within the Medium Density Rural (MDR) land use designation is required to pay its proportionate share of fees to support future development of infrastructure. All applicable fees must be paid prior to final map recordation, as outlined in the adopted Final Development Agreement Case No. DA12-4-98. The Department of Community Development shall be responsible for determining compliance with this condition.
5. Failure of the applicant to record a parcel map within one (1) year of the date that the Final Development Agreement Case No. DA12-4-98 is approved by the Washoe County Commission terminates all proceedings, and a new application shall be required. The County Engineer shall be responsible for determining compliance with this condition.
6. The applicant shall comply with all the conditions of approval and shall submit a final map for signature by the Director of the Department of Community Development. Each agency responsible for imposing conditions may determine whether their conditions must be fully completed or whether the applicant shall be offered the option of providing financial assurances as a means of assuring compliance.
7. The following technical corrections and additions shall be shown on the final map to the satisfaction of the County Engineer:
  - a. Add all fill-ins to Note 8 and correct land use designations to Medium Density Rural and General Rural.
  - b. Use the updated Tax Certificate.
  - c. Use the updated Title Company Certificate.
  - d. The Water Rights Dedication Certificate should refer to Article 422, not Article 442.
  - e. Add a return for the new road at Broken Arrow Road.
  - f. Use 10' PUEs and drainage easements on all street rights-of-way.
  - g. Remove the three second angle point in Broken Arrow Road.
  - h. Add return information to the cul-de-sac.
  - i. Pay the technical check fee.

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- j. Provide the 113 foot wide drainage, trail and Spine Road easement in the southwest corner of Parcel C.
  - k. Add a graphic border around the proposed division.
  - l. Add a north arrow to the vicinity map.
  - m. Dash all lines that are not part of the division.
  - n. Access must be upgraded to a condition that will allow emergency vehicle travel, issuance of building permits and address drainage.
  - o. The applicant needs to submit a letter from a PLS certifying that the roadway improvements are within the documented access and do not exceed a 14% gradient.
  - p. Show parcel areas to the hundredth of an acre.
8. The following erosion and sediment control notes shall be placed on the grading plans or in the general notes, to the satisfaction of the County Engineer:
- a. Clearly delineate the proposed limits of grading. Identify the location of sediment and erosion control devices, reference them with the details, and construct prior to or concurrent with any grading activity.
  - b. Stabilize construction entrances and equipment parking areas with gravel prior to grading. Channel concentrated construction flows, such as from temporary roads, to a temporary or permanent sediment treatment facility prior to grading.
  - c. Before construction begins, install silt control devices at all storm drain inlets receiving runoff from the site and maintain them during construction.
  - d. Remove temporary erosion control measures when erosion is stabilized and temporary measures are no longer needed.
9. An advisory note shall be included on all final maps recorded for this parcel map that states the following information:

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Regulatory Zone for Review Purposes as of 3/2/99 DOES NOT PRECLUDE FURTHER DIVISION OF LAND	General Rural and Medium Density Rural discounted 25% per Water Budget (Number of Lots on Parcel Map = 4 Lots)
Minimum Lot Area Required	10.0 acres
Minimum Lot Width	120 feet
Minimum Front Yard	30 feet
Minimum Side Yard	15 feet
Minimum Rear Yard	30 feet
Maximum Building Height	35 feet / 2 story maximum
<i>Variances to these standards may be processed as per Washoe County Code.</i>	

10. All existing and proposed main and accessory structures shall conform to property line setback requirements of the Washoe County Development Code.
11. Prior to final map recordation, 2.5 acre feet per lot of water rights shall be dedicated to Washoe County for the 2nd, 3rd, and 4th parcel created, in accordance with the Warm Springs Area Plan and the Warm Springs Water Budget. The water rights must be 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 Services Division. The Water Resources Department shall be responsible for determining compliance with this condition.
12. The water rights dedicated to Washoe County are intended for an individual domestic well and therefore shall specifically prohibit use for agricultural purposes. A totalizing meter shall be installed to monitor water resource use not to exceed 1,800 gallons per day. The Water Resources Department and District Health Department shall be responsible for determining compliance with this condition.
13. Prior to parcel map approval by the Washoe County District Health Department, a plan administered by the Washoe County Department of Water Resources shall be set up to operate and maintain the nitrogen-reducing septic systems. The proposed treatment system design, the monitoring, reporting, maintenance schedule, and enforcement procedures shall be approved by the District Health Department and the Department of Water Resources.
14. Prior to the approval of any individual sewage disposal system construction permit, the property owner shall submit to the District Health Department an operation and maintenance agreement with the Department of Water Resources.

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15. Prior to parcel map recordation, the design engineer shall submit a domestic water well construction design for each of the proposed parcels. The design shall include the required elevation of the top of the well casing to ensure that it is at least two feet above the 100 year flood plain. Prior to the certificate of occupancy approval of the proposed homes or buildings, the design engineer shall inspect the wells during construction and certify to the District Health Department that the wells are constructed in a manner that will prevent commingling of the shallow and deep aquifers, pursuant to Nevada Administrative Codes 534.370 and 534.375. The Washoe County District Health Department shall be responsible for determining compliance with this condition.
16. Prior to approval of the certificate of occupancy for the proposed homes or buildings, the domestic water wells shall be sampled to verify that the water supply meets the drinking water standards. The Washoe County District Health Department shall be responsible for determining compliance with this condition.
17. Prior to parcel map recordation, the applicant shall submit a site plan showing all existing and proposed wells and proposed nitrogen-reducing individual sewage disposal systems on the property. The Washoe County District Health Department shall be responsible for determining compliance with this condition. The site plan shall include the following items.
  - a. The limits of the 100 year flood plain.
  - b. The design of all proposed individual sewage disposal systems within the 100 year flood plain pursuant to Section 100.070 of the Washoe County District Board of Health Regulations Governing Sewage, Wastewater, and Sanitation.
  - c. The location of all proposed wells and the elevation of the top of the well casings within the 100 year flood plain.
  - d. Any water system improvements required for fire protection.
18. A notice describing the conditions 13 through 18 shall be recorded simultaneously with the parcel map. The notice shall be approved by the District Attorneys Office and be recorded in a manner that will show up in a routine title search. The Washoe County District Health Department shall be responsible for determining compliance with this condition.
19. All regulations and procedures adopted by the Washoe County District Health Department must be met prior to recordation of a final map.

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- 20. Residential addresses must be clearly visible from the street bordering the parcels. The Truckee Meadows Fire Protection District shall be responsible for determining compliance with this condition.
- 21. A note shall be placed on all final maps recorded, grading plans and construction drawings stating, to the satisfaction of the County Engineer:


NOTE

Should any prehistoric or historic remains/artifacts be discovered during site development, work shall temporarily be halted at the specific site and the State Historic Preservation Office of the Department of Museums, Library and Arts, shall be notified to record and photograph the site. The period of temporary delay shall be limited to a maximum of two (2) working days from the date of notification.

- 22. The final map shall contain the following jurat:

This final map is in substantial compliance with the tentative map, PM12-43-98, and all conditions of approval have been met. Therefore, this parcel map is approved on this \_\_\_ day of \_\_\_\_\_ 200\_.

Sincerely,

  
 AMY HARVEY, County Clerk  
 and Clerk of the Board of  
 Washoe County Commissioners

02-561

bbt

xc: Randal L. Walter, Planning Manager, MacKay & Soms, 1380 Greg Street, Suite 210, Sparks, NV 89431-6070; Warm Springs Citizen Advisory Board; Catherine McCarthy, Department of Community Development

SECTION 8  
Declaration of Annexation  
To Warm Springs Specific  
Plan CC&Rs

02-561



**Recording Requested by  
and when recorded mail to:**

George W. Stinson  
P.O. Box 353  
Verdi, NV 89439-0353

(Space above this line for recorder's use)

**DECLARATION OF ANNEXATION**

This Declaration of Annexation ("Declaration"), dated for reference purposes as July 19, 2000, is made by George W. Stinson.

Recitals

- A. Pursuant to Article II of that certain Master Declaration of Covenants, Restrictions and Easements for '**The Warm Springs Master Planned Community**', dated June 22, 1999, Washoe County, Nevada Parcel Map #4-12-98, by the Realty Corner Inc., a Nevada Corporation and James & Darlene Pruitt (the Declarant) in the official records of Washoe County as Document #2353363. Declarant has the right to annex additional real property into the "**Properties**" (as that term is defined in the Master Declaration) more particularly described in Exhibit A attached hereto and by this reference made a part hereof.
- B. Declarant is the owner of certain real property ("**Annexation Property**") within the Warm Springs Specific Plan (WS SP), as shown in Exhibit B, attached hereto and incorporated herein by this reference.
- C. Declarant now desires to annex the **Annexation Property** into the **Properties**, more commonly known as '**Warm Springs Master Planned Community**', as provided in Article II of the Declaration, pursuant to the provisions of this Declaration.

NOW, THEREFOR, Declarant hereby states:

Agreement

- 1. Definitions. The Master Declaration is incorporated herein by this reference. Unless otherwise specified herein, all capitalized terms used herein shall be defined as set forth in the Declaration.
- 2. Annexation. As of the date that this Declaration is recorded in the Official Records of Washoe County, Nevada, the property shall be annexed into '**Warm Springs Master Planned Community**' pursuant to the provisions of Article II of the Master Declaration.

3. Governing Law. This Declaration shall be governed, interpreted under, and construed in accordance with the law of the State of Nevada.

**DECLARANT:**

Mr. George W. Stinson

BY: \_\_\_\_\_

Each of the undersigned acknowledges its consent to the provisions of the foregoing Declaration of Annexation.

**Realty Corner Inc.**

BY: \_\_\_\_\_

Date \_\_\_\_\_

President: Reed Smith

BY: \_\_\_\_\_

Date \_\_\_\_\_

Secretary Treasurer: Cathy Foote

Mr. George W. Stinson

BY: \_\_\_\_\_

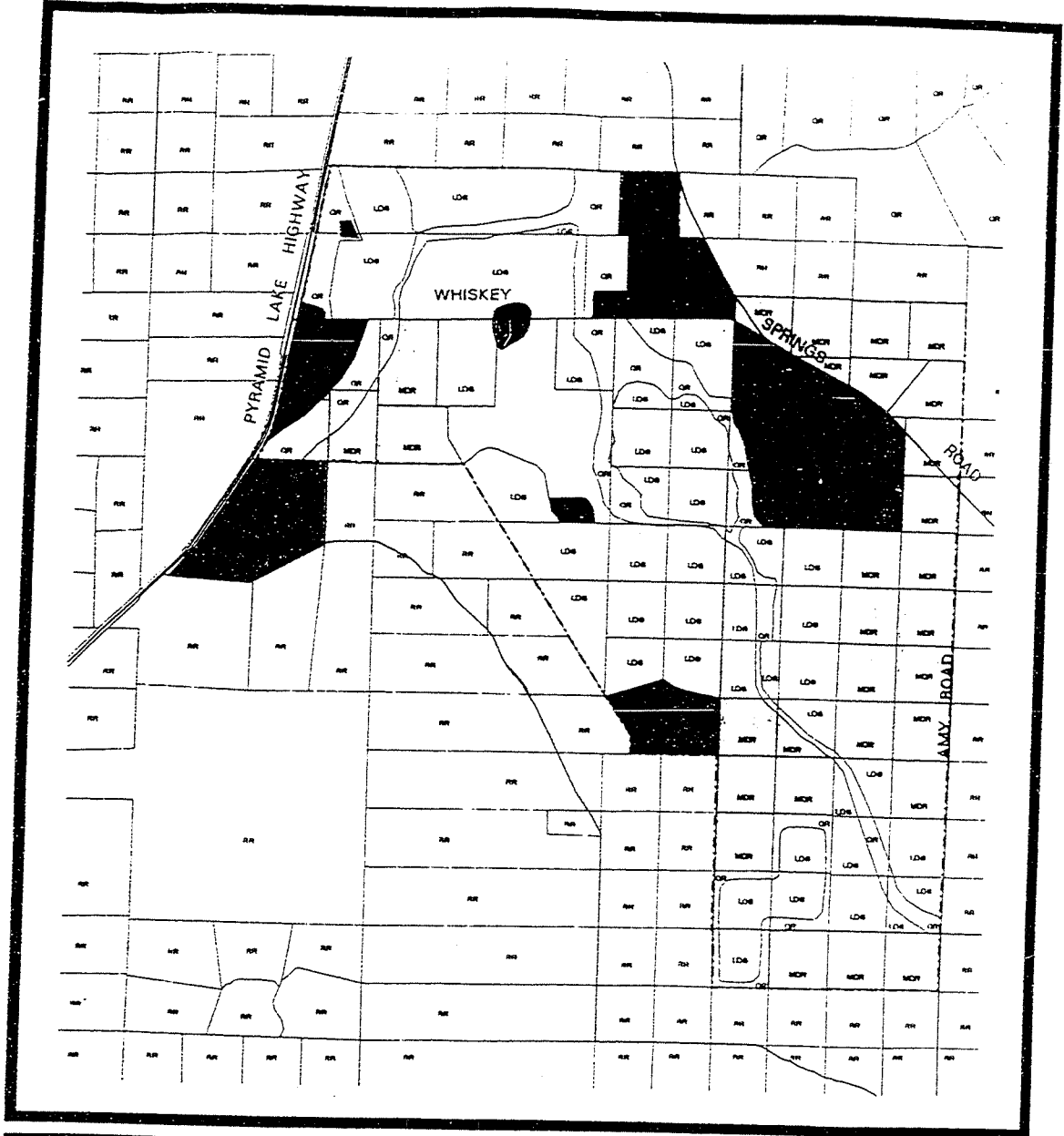
Date \_\_\_\_\_

Mr. George W. Stinson

02-561



EXHIBIT B

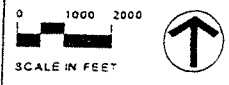


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WARM SPRINGS SPECIFIC PLAN  
LAND USE PLAN

- |                         |                      |                                   |
|-------------------------|----------------------|-----------------------------------|
| LOW DENSITY RURAL       | LOW DENSITY URBAN    | INDUSTRIAL                        |
| MEDIUM DENSITY RURAL    | MEDIUM DENSITY URBAN | PUBLIC AND SEMI-PUBLIC FACILITIES |
| HIGH DENSITY RURAL      | HIGH DENSITY URBAN   | PARKS AND RECREATION              |
| LOW DENSITY SUBURBAN    | GENERAL COMMERCIAL   | OPEN SPACE                        |
| MEDIUM DENSITY SUBURBAN | OFFICE COMMERCIAL    | RURAL RESIDENTIAL / GENERAL RURAL |
| HIGH DENSITY SUBURBAN   | TOURIST COMMERCIAL   | SPECIFIC PLAN                     |

NOTE: THIS MAP IS AN INSTRUMENT OF SERVICE. IT IS NOT A CONTRACT. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



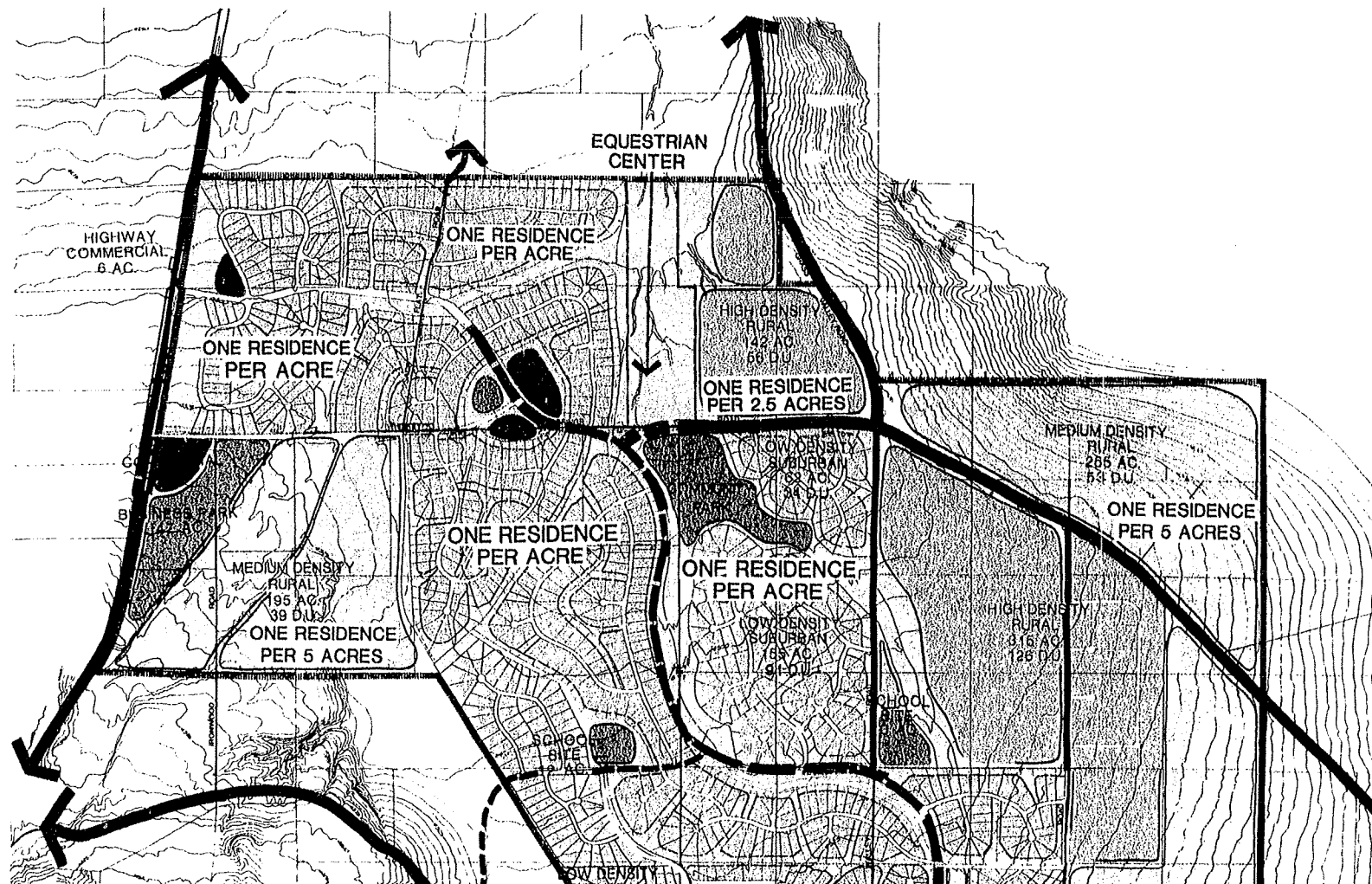
WASHOE COUNTY  
DEPARTMENT OF  
COMPREHENSIVE  
PLANNING

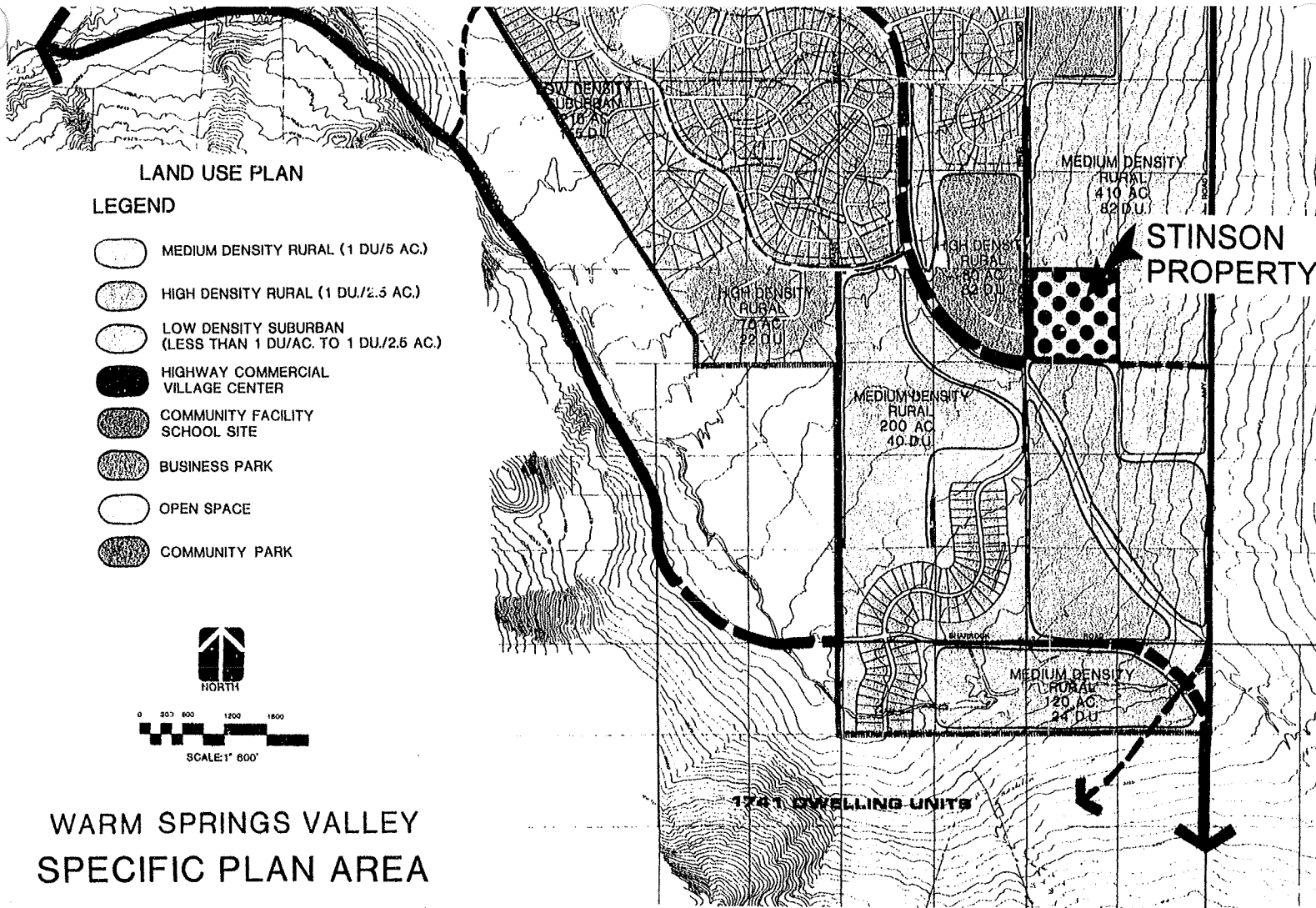


SOURCE: WASHOE COUNTY DEPARTMENT OF COMPREHENSIVE PLANNING









DATE: JULY 1996

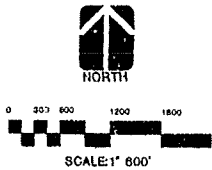
POST OFFICE BOX 11130  
RENO, NEVADA 89528  
775/328-3606





**LAND USE PLAN  
LEGEND**

-  MEDIUM DENSITY RURAL (1 DU/5 AC.)
-  HIGH DENSITY RURAL (1 DU/2.5 AC.)
-  LOW DENSITY SUBURBAN (LESS THAN 1 DU/AC. TO 1 DU/2.5 AC.)
-  HIGHWAY COMMERCIAL VILLAGE CENTER
-  COMMUNITY FACILITY SCHOOL SITE
-  BUSINESS PARK
-  OPEN SPACE
-  COMMUNITY PARK



**WARM SPRINGS VALLEY  
SPECIFIC PLAN AREA**

**ADOPTED SEPT. 22, 1992**

**EXHIBIT B**

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APPENDIX—A  
Recommended Plant List

02-561

## PLANT LIST

Botanical Name	Common Name	Height/ Spread	Flower	Growth Rate	Light Req.	Water Req.
<b>DECIDUOUS TREES</b>						
<i>Acer ginnala</i>	Amur Maple	25' / 12'		Fast	Full	1
<i>Acer campestre</i>	Hedge Maple	25' / 25'		Med.	Full	
<i>Acer platanoides</i>	Norway Maple				Full	2
<i>Catalpa speciosa</i>	Northern Catalpa				Full	1
<i>Celtis reticulata</i>	Western Hackberry	25' / 30'		Med.	Full	0
<i>Crataegus laevigata</i> 'Paul's Scarlet'	'Paul's Scarlet' Hawthorne				Full	1
<i>Crataegus phaenopyrum</i>	Washington Hawthorne				Full	2
<i>Crataegus species</i>	Hawthorne	30' / 20'	wht/pink	Med.	Full	2
<i>Eleagnus augustifolia</i>	Russian Olive	25' / 30'	white	Fast	Full	0
<i>Eleagnus umbellatum</i>	Buffalo Berry				Full	1
<i>Fraxinus oxycarpa</i> 'Raywood'	Raywood Ash	30' / 30'	fall	Med.	Full	2
<i>Fraxinus pennsylvanica</i> 'Marshall, et al.'	Marshall Seedless Ash				Full	2
<i>Gleditsia triacanthos</i> 'Inermis'	Thornless Honey Locust	40' / 40'		Med.	Full	1
<i>Koelreuteria paniculata</i>	Goldenrain Tree	30' / 40'	yellow	Slow	Full	1
<i>Laburnum x watereri vossii</i>	Golden Chain Tree				Full	2
<i>Malus spp.</i>	Apple or Crabapple	30' / 30'	varies	Med.	Full	1
<i>Platanus acerifolia</i>	London Plane Tree	60' / 30'		Med.	Full	2
<i>Prunus sp.</i>	Peach Tree Varieties				Full	1
<i>Prunus virginiana</i> 'Maackii'	Amur Chokecherry	25' / 20'	white	Fast		
<i>Quercus macrocarpa</i>	Burr Oak				Full	1
<i>Quercus palustris</i>	Pin Oak	30' / 40'		Med.	Full	2
<i>Quercus robur</i>	English Oak					1
<i>Quercus rubra</i>	Red Oak				Full	2
<i>Robinia ambigua</i> 'Idahoensis'	Idaho Locust	40' / 40'	pink	Med.	Full	1
<i>Robinia pseudoacacia</i> 'Purple Robe'	Purple Robe Locust				Full	1
<i>Sorbus aucuparia</i>	Mountain Ash	30' / 20'	fall	Med.	Full	2
<b>DECIDUOUS SHRUBS</b>						
<i>Amelanchier alnifolia</i>	Serviceberry	12' / 8'	white	Fast		
<i>Aronia melanocarpa elata</i>	Glossy Black Chokecherry				Full	2
<i>Artemisia abrotanum</i>	Wormwood	4' / 4'		Med.		
<i>Berberis mentorensis</i>	Mentor Barberry				Full	1
<i>Berberis thunbergii</i>	Japanese Barberry	4-6' / 6'	yellow	Med.		



Botanical Name	Common Name	Height/ Spread	Flower	Growth Rate	Light Req.	Water Req.
<i>Berberis thunbergii atropurpurea</i>	Red Leaf Barberry	4' / 2'		Med.		
<i>Berberis thunbergii 'Nana'</i>	Dwarf Barberry	18" / 30"		Slow		
<i>Berberis thunbergii 'Rose Glow'</i>	Rosy Glow	3' / 2'		Slow		
<i>Buddleia davidii</i>	Butterfly Bush	6' / 6'	varies	Fast		1
<i>Caragana arborescens</i>	Siberian Peashrub	20' / 15'	yellow	Fast		
<i>Cercocarpus montanus</i>	Beech Leaf Mountain Mahogany				F/P	0
<i>Chaenomeles spp.</i>	Flowering Quince	6' / 6'		Med.		
<i>Chamaebatiaria millefolium</i>	Fern Bush				Full	0
<i>Colutea arborescens</i>	Bladder Senna				Full	0
<i>Cotinus coggygria</i>	Smoke Tree	25' / 25'	purple	Slow		1
<i>Euonymus alata</i>	Burning Bush	7-10' / 12'	berries	Med.		
<i>Euonymus alata compacta</i>	Dwarf Burning Bush	4-6' / 6'	berries	Med.		
<i>Fallugia paradoxa</i>	Apache Plume	3-8' / 5'	white	Med.		0
<i>Forestiera neomexicana</i>	New Mexico Privet	6-8' / 6-8'		Fast		
<i>Hibiscus syriacus</i>	Rose of Sharon	15' / 8'	varies	Med.		1
<i>Kolkwitzia amabilis</i>	Beauty Bush	6' / 4'	pink	Med.		
<i>Perovskia atriplicifolia</i>	Russian Sage				Full	1
<i>Potentilla fruticosa</i>	Potentilla	3' / 3'	varies	Med.		1
<i>Prunus bessyii</i>	Sand Cherry	6' / 4'	white	Fast		1
<i>Rhus glabra cismontana</i>	Dwarf Smooth Sumac				Full	1
<i>Rhus species</i>	Sumac	15' / 15'	fall	Fast		1
<i>Rhus trilobata</i>	Oakbrush Sumac				Full	0
<i>Rosa</i> (old varieties) Harrison's Yellow Austrian Copper <i>rugosa</i> <i>woodsii</i>		6-8' / 6' 5' / 5' 8' / 6' 8' / 8'	yellow org/ytw varies pink	Med. Med. Fast Fast		
<i>Symphoricarpos species</i>	Snowberry	4' / 4'	pink	Med.		
<i>Syringa vulgaris</i>	Lilac	20' / 12'	varies	Med.		0
<b>EVERGREEN TREES</b>						
<i>Cercocarpis ledifolius</i>	Mountain Mahogany	25' / 15'		Med.		
<i>Juniperus scopolorum</i>	Rocky Mountain Juniper				Full	0
<i>Juniperus spp.</i>	Tall Junipers	35' / 15'		Med		
<i>Pinus aristata</i>	Bristlecone Pine				Full	1
<i>Pinus contorta murrayana</i>	Lodgepole Pine				Full	2
<i>Pinus edulis</i>	Pinyon Pine	20' / 15'		Slow	Full	0
<i>Pinus monophyllia</i>	Single Leaf Pinyon				Full	0
<i>Pinus nigra</i>	Austrian Pine	30' / 20'		Fast	Full	1
<i>Pinus sylvestris</i>	Scotch Pine				Full	1

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Botanical Name	Common Name	Height/ Spread	Flower	Growth Rate	Light Req.	Water Req.
<b>EVERGREEN SHRUBS</b>						
<i>Arctostaphylos patula</i>	Greenleaf Manzanita				P	1
<i>Artemisia tridentata</i>	Big Sagebrush				Full	0
<i>Atriplex canescens</i>	Four-Wing Saltbush				Full	0
<i>Berberis gladwynensis</i> 'William Penn'		5' / 5'	yellow	Med.		
<i>Berberis mentorensis</i>		7' / 7'	yellow	Fast		
<i>Cercocarpus ledifolius</i>	Curly-Leaf Mountain Mahogany	10' / 10'		Med.		
<i>Chrysothamnus nauseosus</i>	Rabbit Brush				Full	0
<i>Cotoneaster congestus</i>	No common name	3' / 4'	white	Med.		
<i>Cotoneaster lacteus</i>	Red Clusterberry	8' / 8'	white	Med.		
<i>Cotoneaster microphyllus</i>	Rockspray	3' / 5'	white	Med.		
<i>Cotoneaster salicifolius</i>	Willowleaf	15' / 15'	white	Med.		
<i>Cotoneaster waterii</i>	No common name	15' / 15'	white	Med.		
<i>Cowania mexicana</i>	Cliff Rose				Full	0
<i>Cytisus praecox</i>	Warminster Broom	5' / 4'	gold	Fast		
<i>Cytisus scoparius</i>	Scotch Broom	6' / 4'	varies	Fast		
<i>Ephedra viridis</i>	Mormon Tea				Full	1
<i>Genista lydia</i>	Dwarf Broom	2' / 5'	yellow	Med.		
<i>Juniperus species</i>	Junipers	varies		Med.		
<i>Mahonia aquifolium</i>	Oregon Grape	4-6' / 3-6'	yellow	Med.		
<i>Mahonia repens</i>	Creeping Mahonia				P/S	2
<i>Pinus mugho mugho</i>	Mugho Pine	6' / 6'		Med.		
<i>Pinus pumilo mugho</i>	Swiss Mountain Pine	2' / 4'		Slow		
<i>Purshia tridentata</i>	Bitterbrush				Full	0
<i>Pyracantha spp.</i>	Mohave, Lalandei, or Lowboy Firethorn	3'-6' / 3'-6'	white	Fast		
<i>Taxus media</i>	Yew				P/S	1
<i>Yucca sp.</i>	Yucca				Full	1
<b>GROUND COVER</b>						
<i>Achillea tomentosa</i>	Woolly Yarrow	6' / 12"	yellow	Med.		
<i>Arctostaphylos spp.</i>	Kinnickinick	8" / 10"	wht/pink	Slow		
<i>Artemisia schmidtiana</i>	Silver Mound				Full	0
<i>Atriplex gardneri</i>	Gardner Sage				Full	0
<i>Campsis radicans</i>	Trumpet Vine				Full	2
<i>Cerastium tomentosum</i>	Snow in Summer	12" / 36"	white	Fast		
<i>Clematis spp.</i>	Clematis varieties	6' / 15'	varies	Fast		
<i>Clematis jackmanii</i>	Jackman Clematis				Full	2

Botanical Name	Common Name	Height/ Spread	Flower	Growth Rate	Light Req.	Water Req.
<i>Clematis orientalis</i>	Oriental Clematis				Full	2
<i>Clematis tangutica</i>	Golden Clematis				Full	2
<i>Cotoneaster</i> spp.	Bearberry	1-2' / 5'	white	Med.		
<i>Eriogonum umbellatum</i>	Sulphur Flower				Full	0
<i>Euphorbia myrsinites</i>	Spurge				F/P	0
<i>Hypericum calycinum</i>	St. John's Wort	8" / 24"	yellow	Med.		
<i>Juniperus</i> spp.	Juniper varieties	6-18" / 5'	none	Med./ Slow		
<i>Lavandula</i> sp.	Lavendar				Full	1
<i>Lonicera japonica</i>	Hall's Honeysuckle	12" / 10'	yellow	Fast		
<i>Oenothera speciosa</i>	Mexican Primrose				F/P	0
<i>Parthenocissus quinquefolia</i>	Virginia Creeper				F/P	1
<i>Phlox subulata</i>	Moss Pink	6" / 36"	varies	Med.		
<i>Polygonum aubertii</i>	Silver Lace Vine	6' / 15'	white	Fast		
<i>Potentilla verna</i>	Spring Cinquefoil	3" / 36"	yellow	Med.		
<i>Santolina chamaecyparissus</i>	Lavendar Cotton				Full	1
<i>Sedum</i> species	Dragons Blood, Goldmoss	varies	varies	Fast		
<i>Thymus</i> species	Creeping Thyme	6-12" / 36"	pink	Fast		
<i>Thymus serpyllum</i>	Thyme				Full	1
<i>Thymus vulgaris</i>	Common Thyme				Full	1
<i>Vinca minor</i>	Dwarf Periwinkle	6" / 36"	blue	Med.		
<i>Zauschneria californica</i>	California Fuchsia				Full	1
<b>PERENNIALS</b>						
<i>Achillea filipendulifolia</i>	Fernleaf Yarrow				Full	0
<i>Achillea millefolium</i>	Common Yarrow				Full	0
<i>Achillea</i> spp.	Yarrow	12"-36" / 24"	varies	Fast		
<i>Alyssum saxatile</i>	Basket of Gold	12" / 36"	yellow	Fast		
<i>Arabis caucasica</i>	Rockcress	8" / 18"	white/red	Med.		
<i>Aster</i> spp.	Aster, Michaelmas Daisy	12"-26" / 2'	varies	Fast		
<i>Aurinia (Alyssum) saxatile compactum</i>	Dwarf Basket of Gold				Full	1
<i>Cerastium tomentosum</i>	Snow in Summer				F/P	1
<i>Chrysanthemum coccineum</i>	Painted Daisy	2'-3' / 18"	red/pink	Fast		
<i>Chrysanthemum maximum</i>	Shasta Daisy				Full	2
<i>Coreopsis lanceolata</i>	Coreopsis	2'-3' / 24"	gld/org	Fast		
<i>Dianthus barbatus</i>	Sweet William				Full	2
<i>Dianthus plumarius</i>	Pinks	6"-10" / 18"	pink/red	Fast		
<i>Echinacea purpurea</i>	Coneflower	2'-3' / 24"	purple	Fast		

Botanical Name	Common Name	Height/ Spread	Flower	Growth Rate	Light Req.	Water Req.
Gaillardia spp.	Blanket Flower	8"-24" / 3"	ylw/red	Fast		
Gypsophila paniculata	Baby's Breath				Full	0
Helianthemum spp.	Sunrose	6"-10" / 36"	varies	Med.		
Hemerocallis sp.	Daylily				F/P	2
Iberis sempervirens	Candytuft				F/P	2
Iris germanica	Garden Iris	12" / 2'-3"	purple	Fast		
Kniphofia uvaria	Red Hot Poker	3'-4" / 48"	red/org	Med.		
Linum lewisii	Flax				F/P	1
Nepeta spp.	Catmint	12"-18" / 24"	varies	Fast		
Papaver orientale	Oriental Poppy	2'-4" / 18"	red/org	Fast		
Rudbeckia hirta	Gloriosa Daisy	2'-4" / 36"	orange	Fast		
<b>BULBS</b>						
Allium giganteum	Giant Allium	5' / 2'	purple			
Allium moly	Golden Garlic	2' / 3'	ylw/wht			
Anemone hybrida	Japanese Anemone	2' / 2'	varies			
Fritillaria species	Checker Lilies	3' / 2'	wht/prpl			
Muscari species	Grape Hyacinths	1' / 1'	blue			
Narcissus species	Daffodils	1' / 1'	varies			
Tulipa speciosa	Species Tulips	8" / 1'	varies			
<b>MEADOW GRASS</b>						
Andropogon gerardi	Big Blue Stem	4'-6" / 4'		Mod.		
Andropogon scoparius	Little Blue Stem	2'-3" / 2'		Mod.		
Bouteloua gracilis	Side Oats Grama	2' / 1'	white	Mod.		
Chasmantheum latifolia	Sea Oats	3' / 2'	shade	Mod.		
Elymus giganteus	Giant Wild Rye	4'-6" / 4'		Fast		
Elymus glaucus	Blue Wild Rye	2'-3" / 2'		Fast		
Eragrostis trichoides	Sand Love Grass	4'-5" / 3'	white	Mod.		
Festuca ovina glauca	Blue Fescue	6"-10" / 10"		Mod.		
Helictotrichon sempervirens	Blue Oat Grass	3' / 2'		Mod.		
Miscanthus sinensis	Eulalia Grass	6' / 5'	brown	Mod.		
Pennisetum setaceum	Fountain Grass	4' / 3'	pink/prpl	Fast		
Phalaris arundinacea picta	Ribbon Grass				S	1
Phalaris arundinacea variegata	Variegated Ribbon Grass	2'-3" / 2'		Mod.		
Sesleria autumnalis	Autumn Moor Grass	1' / 1'	lime green	Mod.		
Spodiopogon sibiricus	No common name	4'-5" / 4'	white	Mod.		
Stipa gigantea	Giant Feather Grass				S	1

Botanical Name	Common Name	Height/ Spread	Flower	Growth Rate	Light Req.	Water Req.
<i>Stipa specis</i>	Feather Grass	3'-6' / 4'	yellow	Mod.		
<b>TURF GRASS</b>						
<i>Agropyron riparium</i>	Streambank Wheat Grass				S	0
<i>Buchloe dactyloides</i>	Buffalo Grass				S	1
<i>Festuca ovina duriuscula</i> 'Durar/Covar'	Hard Fescue				S	1
<i>Festuca arundinacea</i> 'Arid'	Tall Fescue				P/S	2
<i>Poa pratensis</i>	Kentucky Bluegrass				S	4

02-561

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The foregoing document is a full, true and correct copy of the original on file and of record in my office.

Date: September 20, 2010

AMY HARVEY, County Clerk in and for the County of Washoe, State of Nevada.

By [Signature] Deputy Clerk

Pursuant to NRS 239B.030 the SSN may be redacted, but in no way affects the legality of the document.



## WASHOE COUNTY RECORDER

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