

SUMMARY: An ordinance approving Amendment of Conditions Case Number AC09-004 which will extend Development Agreement Case Number DA07-004 which will extend the approval of Tentative Subdivision Map Case Number TM0009-004 for Pebble Creek Subdivision, as previously approved by the Planning Commission until July 26, 2012, with one possible extension of time until July 26, 2014 at the sole discretion of the Director of Community Development.

BILL NO. 1608

ORDINANCE NO. 1428

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC09-004 TO EXTEND DEVELOPMENT AGREEMENT CASE NO. DA07-004 FOR TENTATIVE SUBDIVISION MAP CASE NUMBER TM0009-004 FOR PEBBLE CREEK SUBDIVISION AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION, THE PURPOSE OF THE AGREEMENT BEING TO EXTEND MAP APPROVAL UNTIL JULY 26, 2012 WITH A POSSIBLE SECOND EXTENSION UNTIL JULY 26, 2014.

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

SECTION 1.

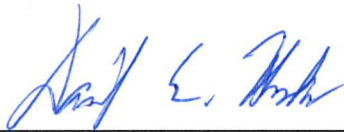
The Amended Development Agreement for Tentative Subdivision Map Case No. TM0009-004 for Pebble Creek Subdivision is attached and is an acceptable document with which to extend the expiration date of said map.

Proposed on the 12th day of January, 2010.
Proposed by Commissioner Larkin
Passed on the 26th day of JANUARY, 2009.

Vote:
Ayes: Humke, Weber, Larkin, Jung, Breternitz

Nays: none

Absent: none



David E. Humke, Chairman
Washoe County Commission



ATTEST:
Amy Harvey
Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 5th day of February, 2009-2010.

AMENDED AND RESTATED AGREEMENT

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

1. GENERAL.

1.1 Property. Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Numbers 538-020-02 and 538-171-06 in Washoe County, Nevada (the "Property"), as more particularly described in Exhibit A, attached hereto, which is subject to County's Spanish Springs Area Plan.

1.2 Tentative Map. The Property has a County land use designation of Low Density Suburban ("LDS"). LDS allows a density of one dwelling per acre. On January 4, 2001 the County issued its Action Order, which is incorporated herein by this reference as Exhibit B, approving a tentative map application of the Landowner for the Property, known as Units 6 and 7 of Tentative Subdivision Map Case File No. TM0009-004 (Pebble Creek Subdivision) (the "Tentative Map"). The development of the Property (the "Project") must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the "Code").

1.3 Previous Final Maps. Landowner has recorded five final maps pursuant to the Tentative Map, the last being Pebble Creek Unit 5, recorded on July 26, 2005.

1.4 Prior Development Agreement. On July 10, 2007 the parties entered into a certain Agreement recorded on August 9, 2007 as Document No. 3563842 in the office of the Recorder of Washoe County, Nevada, which is an agreement concerning the development of land (the "Prior Agreement") authorized by NRS 278.0201 and Article 814 of the Code. The Prior Agreement among other things provides for an extension of time for Landowner to record the next final map (the "Final Map") to July 26, 2010. The Prior Agreement is amended, restated and superseded in its entirety by this Agreement, and this Agreement constitutes an amendment to a development agreement authorized by NRS 278.0205 and Section 110.814.40 of the Code. By approving this Agreement upon recommendation of the Director of Community Development, the Board of County Commissioners has reviewed the Prior Agreement and agreed to amend it hereby as provided in NRS 278.0205 and Section 100.814.35 of the Code. Pursuant to Section 110.814.35 of the Code, County acknowledges notice that the terms and conditions of the Prior Agreement have been complied with, and Landowner has demonstrated its good faith compliance with the terms of the Prior Agreement.

1.5 Circumstances Requiring An Extension of Time. Additional time is requested to work through issues related to the Project, which benefits both the Landowner and County. Major drainage channels must be constructed on the Property to control storm runoff for the Project and from higher elevations north, west and east of the Project which runs through the Project, in order to protect dwellings in the Project as well as existing subdivisions and future developments planned on adjacent land uphill from the Project. Moreover, the extension of streets and utilities, particularly may have to be redesigned and capacities reconsidered in order

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to plan for and accommodate needed capacity in a undeveloped LDS subdivision and newly master planned industrial land south of the Project. The parties believe it is in the public interest to enter into this Agreement and provide, among other matters, additional time to design, and establish phasing and financing for, the infrastructure and construction of the Project and adjacent MDS subdivision development.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 Compliance with NRS 278.0205 and Code. Pursuant to NRS 278.0205, this Agreement is an amendment to an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Code. The Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. In compliance with NRS 278.0201(1), the following covenants, terms and conditions are set forth.

2.1.1. The land which is subject to this Agreement is APN Nos. 538-020-02 and 538-171-06, more particularly described in Exhibit A: Legal Description.

2.1.2. The duration of this Agreement shall be from the date of signing by the County Board of County Commissioners to July 26, 2012, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement. The duration of the Agreement may be further extended from July 26, 2012 to July 26, 2014 at the discretion of the Director of Community Development upon timely written request by Landowner.

2.1.3. [Intentionally Omitted].

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property, consisting of Units 6 and 7, pursuant to the Tentative Map is a common open space single family dwelling development on 107.12 acres, and a density of less than one dwelling unit per acre, which complies with the Property's land use designation.

2.1.5. The maximum height and size of the proposed buildings will comply with the Medium Density Suburban maximum height limit.

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

2.1.7. Terms and conditions relating to construction and financing of necessary public improvements and facilities, including participation in special assessment district proceedings if necessary, are in accordance with and as provided for in the

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Tentative Map and the Code, and will also be in accordance with any subdivision improvement agreements for future final maps.

2.1.8. Phasing and deadline dates for project grading and development with information on required bonding or other acceptable guarantees of performance and completion (Article 110.610 Washoe County Development Code) for each development phase or stage will be addressed with the submittal of each final map.

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

2.1.10 Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, the Board of County Commission's Action Order dated January 4, 2001 attached hereto as Exhibit B, and future final maps.

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

2.3 Public Notice. Any and all public notices required to be given in connection with this amendment to the Prior Agreement shall be given in accordance with NRS 278.0205 and Section 110.814.40 of the Code.

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

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

2.6 [Intentionally Omitted]

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3. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

3.11. Counterparts. This instrument may be executed in two or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto, but having attached to it one or more additional signature pages.

[Signatures appear on following page]

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[Signature page to Development Agreement]

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

LANDOWNER:

**PEBBLE CREEK, LLC, a Nevada
Limited liability company**

By: *Steve Hamilton*
STEVE HAMILTON, Managing Member

Date: 10-19-09

COUNTY:

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

By: *David Humke*
DAVID HUMKE, Chairman

Date: January 26, 2010

ATTEST:

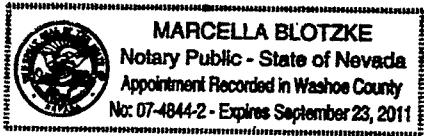
Amy Harvey
AMY HARVEY, County Clerk



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STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on Jan 4, 2009 by STEVE HAMILTON, as Managing Member of Pebble Creek, LLC, a Nevada limited liability company.



NOTARY PUBLIC: Marcella Blotzke
My Commission Expires: 9/23/11

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 26, 2010 by DAVID HUMKE, as Chairman of the Board of County Commissioners of the County of Washoe, State of Nevada.

NOTARY PUBLIC: Rita Lencioni
My Commission Expires: 9/28/2010



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EXHIBIT "A"
LEGAL DESCRIPTION
PEBBLE CREEK – UNITS 6 AND 7

All that certain real property situate in the County of Washoe, State of Nevada, situate within the S1/2 of Section 11 and the E1/2 of Section 14, T.21N., R.20E., M.D.M., more particularly described as follows:

Unit 6:

Parcel 3A as shown on that Record of Survey Supporting a Boundary Line Adjustment for Spanish Springs Associates Limited Partnership and Pebble Creek, LLC, recorded on November 30, 2006, as Document No. 3469382, Official Records of Washoe County, Nevada.
Containing 71.92 acres, more or less.

Unit 7:

Parcel 4 as shown on that Parcel Map for Spanish Springs Associates Limited Partnership and Mystic Mountain, LLC, recorded on August 11, 2006, as Document No. 3425045, Official Records of Washoe County, Nevada.
Containing 35.20 acres, more or less.

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

ACTION ORDER



January 4, 2001

Spanish Springs Associates
 PMB444, 9732 State Route 445
 Sparks, NV 89436

Dear Applicant:

As filed with the Department of Community Development, the Washoe County Planning Commission, at its regular meeting of January 2, 2001, approved, with fifty-two (52) conditions, the following:

TENTATIVE SUBDIVISION MAP CASE NO. TM0009-004 - To develop a 344-acre subdivision on a 382.97-acre project site. The lots will range in size from 35,000 square feet (.803 acres) to 71,257 square feet (1.635 acres). The proposed subdivision is located on the west side of Pyramid Highway about 1.4 miles north of Calle De La Plata Road. The 382.97-acre portion of the ±2,025-acre parcel is designated Low Density Suburban (LDS) in the Spanish Springs Specific Plan area of the Spanish Springs Area Plan and situated in a portion of Sections 11 and 14, T21N, R20E, MDM, Washoe County, Nevada, within Washoe County Commission District No. 5. (APN: 530-280-09)

The Washoe County Planning Commission conditionally approves Tentative Subdivision Map Case No. TM0009-004 having made the following findings in accordance with Washoe County Development Code Section 110.608.25 and Nevada Revised Statutes 278-349:

1. Plan Consistency. That the proposed map is consistent with the Comprehensive Plan and the Spanish Springs Specific Plan;
2. Design or Improvement. That the design or improvement of the proposed subdivision is consistent with the Comprehensive Plan and the Spanish Springs Specific Plan;
3. Type of Development. That the site is physically suited for the type of development proposed;
4. Availability of Services. That the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System;
5. Fish or Wildlife. That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage, or substantial and avoidable injury to any endangered plant, wildlife or their habitat;
6. Public Health. That the design of the subdivision or type of improvement is not likely to cause significant public health problems;
7. Easements. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision;

Robert W. Sellman,
 Director



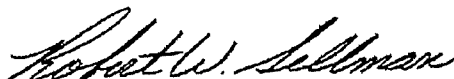
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8. Access. That the design of the subdivision provides any necessary access to surrounding, adjacent lands and provides appropriate secondary access for emergency vehicles;
9. Dedications. That any land or improvement to be dedicated to the County is consistent with the Comprehensive Plan and the Spanish Springs Specific Plan;
10. Energy. That the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision; and
11. That the Planning Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

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

Yours truly,



Robert W. Sellman
Director and Secretary to the Planning Commission

TAL/cm (TM0009-004)

xc: Applicant: Spanish Springs Associates PMB 444, 9732 State Route 445 Sparks,
NV 89436

Representatives: Brita Tryggvi, CFA, Inc. 1150 Corporate Blvd. Reno NV 89502

Representatives: Robert Sader 462 Court St. Reno NV 89501

xc: James Barnes, DA's Office; Judy Ramos, Assessor's Office; John Faulkner, Chief Appraiser, Assessor's Office; Terri Svetich, Utility Division; (Engineering Division; Truckee Meadows Fire Protection District; Nevada Division of Environmental Protection, 333 West Nye Lane, Suite 138, Carson City, NV 89706; Regional Transportation Commission, Post Office Box 30002, Reno, NV 89520; Truckee Meadows Regional Planning Agency, 1400-A Wedekind Road, Reno, NV 89512; Spanish Springs Citizen Advisory Board.

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CONDITIONS FOR
TENTATIVE SUBDIVISION MAP CASE NO. TM0009-004
PEBBLE CREEK SUBDIVISION

IMPORTANT—PLEASE READ

THE TENTATIVE MAP APPROVAL ALLOWS THE SUBDIVIDER TO PROCEED WITH FULFILLING THE CONDITIONS OF APPROVAL AND RECORD A FINAL MAP FOR ALL, OR PORTIONS OF, THE DEVELOPMENT WITHIN TWO (2) YEARS FROM THE DATE OF THE PLANNING COMMISSION ACTION. FAILURE TO RECORD THE FIRST FINAL MAP WITHIN TWO (2) YEARS OF THE PLANNING COMMISSION ACTION, OR FAILURE TO RECORD THE LATEST MAP IN A SERIES WITHIN ONE (1) YEAR AFTER THE DATE OF THE MOST RECENTLY RECORDED MAP, SHALL TERMINATE ALL PROCEEDINGS CONCERNING THE SUBDIVISION.

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

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

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT LEAST SIXTY (60) DAYS BEFORE THE ANTICIPATED DATE OF APPROVAL BY THE PLANNING COMMISSION TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS AND POLICIES. NO FINAL MAP WILL BE SCHEDULED FOR A PLANNING COMMISSION MEETING DATE THAT IS LESS THAN SIXTY (60) DAYS FROM THE DATE OF THIS MANDATORY MEETING.

A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP MUST BE SUBMITTED TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP. SAID EXPIRATION IS ONE (1) YEAR FROM THE DATE OF APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP BY THE BOARD OF COUNTY COMMISSIONERS OR, WHEN APPLICABLE, BY THE PLANNING COMMISSION.

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

A COPY OF THE FINAL ORDER FOR THE APPROVAL OF THE TENTATIVE MAP SHALL BE ATTACHED TO ALL PHASES/UNITS SUBMITTALS FOR FINAL MAP REVIEW SIXTY (60) DAYS PRIOR TO RECORDATION.

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GENERAL CONDITIONS

1. The subdivision shall be in substantial compliance with the provisions of Washoe County Development Code Article 604, Design Requirements, and Article 608, Tentative Subdivision Maps.

Regulatory Zone for Review Purposes	Land Use Designations (Max. .9 unit/acre)
Minimum Lot Area Required	35,000 square feet
Minimum Lot Width	120 feet
Minimum Front Yard	30 feet
Minimum Side Yard	12 feet
Minimum Rear Yard	30 feet
Maximum Building Height	35 feet/2 story maximum

Notes: Variances to these standards may be processed per Washoe County Code. The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
 Where/How Condition is Satisfied: _____

2. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
 Where/How Condition is Satisfied: _____

3. Final maps shall be in substantial compliance with all plans and documents submitted with and made part of this tentative map request, as may be amended by action of the final approving authority. Substantial compliance shall be determined by the applicable agency and the Department of Community Development.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
 Where/How Condition is Satisfied: _____

4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Services Division and Engineering Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
 Where/How Condition is Satisfied: _____

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5. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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

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.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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

NOTE

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

The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

8. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the on-site improvements. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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9. The developer and all successors shall direct any potential purchaser of the site to meet with the Department of Community Development to review 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 thirty (30) days of the final sale.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

10. Conditions, covenants, and restrictions (CC&Rs), including supplemental CC&Rs, shall be reviewed, approved, and recorded by the District Attorney's office. The final CC&Rs shall be signed and notarized by the owner(s), and submitted to the District Attorney's office with the recordation fee prior to the recordation of the final map. The CC&Rs shall require all phases and units of the subdivision approved under this tentative map to be subject to the same CC&Rs and be under the same homeowner's association, if one is created. Should subsequent phases not be subject to the original CC&Rs, an annexation document shall be submitted to the District Attorney's office and be subject to the same procedure as outlined for the original CC&Rs. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. Said CC&Rs shall specifically address the potential for liens against the property and the individual property owner's responsibilities for the funding of the maintenance, replacement, and perpetuation of the following items, at a minimum:

- a. Mandatory solid waste collection.
- b. Fence material, height, and location limitations.
- c. Maintenance of public access easement, common areas and common open spaces (if any).
- d. Maintenance of detention basins and drainage facilities.
- e. Revegetation of areas graded/disturbed but not built on or ornamentally landscaped.
- f. Maintenance of fire fuel breaks and vegetation mitigation/controls.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

11. The property owner(s) shall grant an Avigation Easement to, and acceptable to, the Airport Authority of Washoe County over the entire property. The property owner(s) shall provide the Planning Department with appropriate documentation indicating the Avigation Easement has been granted and accepted by the Airport Authority of Washoe County, prior to approval of the final map.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

12. The developer shall provide a legend on the final map that states the allocation of housing units based on the acreage, ownership, and land use designations. The legend

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shall indicate the number of units available, the number of units proposed, and the number of units remaining. The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

13. All open space shall be identified as common area on the final map. A note on the final map shall indicate that all common areas shall be privately maintained and perpetually funded by the Homeowner's Association. The County Engineer shall determine compliance with this condition. The maintenance of the common areas shall also be addressed in the CC&Rs, and the District Attorney's Office shall determine compliance.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

DRAINAGE AND GRADING

14. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted when applying for a building/grading permit. Grading shall comply with best management practices and shall include detailed plans for grading, site drainage, erosion control, slope stabilization and mosquito abatement. Placement or removal of any excavated material shall be indicated on the grading plan. Silts shall be controlled on-site and not allowed onto adjacent property.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

15. The conditional approval of this tentative map shall not be construed as final approval of the drainage facilities shown on the tentative map. Final approval of the drainage facilities will occur during the final map review and will be based upon the final hydrology report.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

16. Prior to finalization of the first final map, a master hydrology/hydraulic report and a master storm drainage plan shall be submitted to the County Engineer for approval.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

17. Prior to the finalization of any portion of the tentative map, a final, detailed hydrology/hydraulic report for that unit shall be submitted to the County Engineer. All

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storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

18. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

19. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage from the site. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

20. Any stormwater currently passing under or over Pyramid Highway and discharging onto the Pebble Creek project must be contained in pipes or open channels in accordance with Washoe County standards. If the stormwater flows are contained within the NDOT right-of-way as proposed, the improvements must be designed to carry the 100-year storm. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

21. For all subdivisions larger than five acres, the developer shall obtain from the Nevada Division of Environmental Protection (NDEP) a Stormwater Discharge Permit for Construction and submit a copy to the Engineering Division prior to construction. The Stormwater Pollution Prevention Plan, as approved by the NDEP, shall be included with the construction improvement drawings. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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22. In all areas with irrigated landscaping adjacent to the curb, a subdrain system shall be installed a minimum of one-foot behind the back face of curb to intercept drainage from the landscaping. The system shall be tied into the storm drain system or an acceptable alternative drainage system. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

23. Drainage swales that drain more than two lots are not allowed to flow over the curb into the street; these flows shall be intercepted by an acceptable storm drain inlet and routed into the storm drain system. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

24. A note on the final map shall indicate that all drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by a homeowner's association. As an alternative to a homeowner's association, the developer may request the establishment of a County Utility Service Area under which fees would be paid for maintenance of the proposed storm drainage detention facility. The fee amount will be based on the additional service above that which is normally provided by the County to maintain new stormwater facilities dedicated by the developer (i.e., curb and gutter, drop inlets and piping). The County Engineer shall be responsible for determining compliance with this condition. The maintenance and funding of these drainage facilities shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

25. The maximum permissible flow velocity (that which does not cause scour) shall be determined for all proposed channels and open ditches. The determination shall be based on a geotechnical analysis of the channel soil, proposed channel lining and channel cross section, and it shall be in accordance with acceptable engineering publications/calculations. Appropriate linings shall be provided for all proposed channels and open ditches such that the 100-year flows do not exceed the maximum permissible flow velocity. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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TRAFFIC

26. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

27. All roadway improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

28. An Occupancy Permit shall be obtained from the Nevada Department of Transportation (NDOT) for access to, from, or under roads and highways maintained by NDOT and a copy of said permit sent to the County Engineer prior to finalization of the affected final map. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

29. Proposed landscaping and/or fencing along street rights-of-way shall be designed to meet AASHTO site distances and safety guidelines. The County Engineer shall be responsible for determining compliance with this condition. This note shall also be included in the CC&Rs to the satisfaction of the District Attorney's Office.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

30. The applicant shall comply with all requirements of the Nevada Department of Transportation. The Nevada Department of Transportation and the Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

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HEALTH, WATER AND SEWER

31. The applicant shall dedicate necessary water rights prior to issuance of a Will-Serve letter by the Washoe County Department of Water Resources. A valid Will-Serve letter is a prerequisite to approval and recordation of a final subdivision map. The dedication of water rights shall be in accordance with Article 422, the Spanish Springs Area Plan and the terms of the Wholesale Agreement between Washoe County and Sierra Pacific Power Company (SPPCo). Water rights must be in good standing with the State of Nevada Division of Water Resources, and the point of diversion, place and manner of use must be acceptable to the Utility Services Division.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

32. The developer shall pay \$75.00 per lot, prior to recordation of the parcel map, to the Utility Services Division as their prorated share of the ongoing water and sewer facility plan for the Spanish Springs Valley. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

33. Fees for improvement plan checking and construction inspection shall be in accordance with Washoe County ordinance and paid prior to the approval of a final map. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

34. Improvement drawings shall be in compliance with Washoe County Design Standards. The developer shall submit plans and specifications for the water supply distribution system and for the sewage collection system within the boundaries of the final map to the Utility Services Division for review and approval prior to the final map submittal. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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35. The developer shall construct and/or provide the financial assurance for the construction of the on-site water distribution system and for the sanitary sewer collection system prior to approval of a final map. The financial assurance must be in a form and amount accepted by the Utility Services Division. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

36. Utility Services Division approved improvement plans shall be used for the construction of on-site water distribution system and for the sanitary sewer collection system. The Utility Services Division will be responsible to inspect the construction of the water distribution and sanitary sewer collection systems.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

37. The water distribution system and sanitary sewer collection system must be offered for dedication to Washoe County along with the recordation of a final map. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

38. Easements for all water distribution and sanitary sewer collection systems shall be offered for dedication to Washoe County prior to approval of the final map. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

39. A sanitary sewer report shall be prepared by the applicant's registered engineer for the entire project which addresses:

- a. the estimated sewage flows generated by this projects,
- b. projected sewage flows from potential or existing development within tributary areas,
- c. the impact on capacity of existing infrastructure, proposed collection line sizes, alignment, and maximum velocities.

This must be approved by the Utility Services Division prior to approval of a final map.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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40. Sewer service connection fees, including the Clean Water Surcharge fee, in accordance with Washoe County Ordinance shall be paid for each service within the boundaries of the final map prior to Utility Services Division approval. The Utility Services Division shall determine compliance with this condition.

Where/How Condition is Satisfied: _____

41. In accordance with the applicable ordinance and agreement, all water connection privilege fees for each lot to be served will be paid prior to final map approval. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

42. No certificate of occupancy will be issued until all potable water facilities, within the boundaries of individual final maps in this tentative map, have been completed and accepted for operation and maintenance by the Utility Services Division.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

43. No certificate of occupancy will be issued until all off-site potable water facilities (outside the boundaries of individual final maps in this tentative map) necessary to serve this project have been completed and accepted for operation and maintenance by the Utility Services Division.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

44. No certificate of occupancy will be issued until all the sanitary sewer collection systems necessary to serve this project have been completed and accepted for operation and maintenance by the Utility Services Division.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

45. No certificate of occupancy will be issued until all off-site sanitary sewer facilities necessary to serve this project have been completed and accepted for operation and maintenance by the Utility Services Division. The off-site sewer collection facilities necessary to provide sewer service to this project and identified within the Spanish Springs Specific Plan are the gravity collection line from the boundary of the Pebble Creek Subdivision, the new lift station and the force main to the existing 15" collection line. If these facilities are constructed by HAWCO, credit will be given towards the sewer

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connection fee. Any expenditure by HAWCO must be approved by the Utility Services Division to be recognized for credit or as otherwise regulated by the Spanish Springs Specific Plan. The sewer connection fee is comprised of a component for treatment (50.5%) and for collection (49.5%) or as otherwise regulated by the Spanish Springs Specific Plan. Since the necessary off-site facilities are collection only, HAWCO will receive full credit for the collection component of the sewer connection fee to the extent of the approved HAWCO expenditures or as otherwise regulated by the Spanish Springs Specific Plan. The Utility Services Division shall be responsible for determining compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

46. Responsibility for the design of any pump stations, force mains and off-site interceptors to accommodate the project will rest with the Utility Services Division. The Utility Services Division may either provide such design in-house or select an outside consultant. When an outside consultant is to be selected, the Utility Services Division and the developer shall jointly select that consultant. If the developer proceeds prior to obtaining Department of Water Resources approvals of designs, they assume all the risks and liabilities of having proceeded without having obtained that approval. The Utility Services Division is responsible for determining compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

47. The applicant shall comply with all conditions from the District Health Department. The District Health Department shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

FIRE SAFETY

48. Water for fire protection shall be provided in accordance with Washoe County Code 60. Hydrant locations, spacing and flow shall be approved by the Reno Fire Department.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

49. Approved Fire department access shall be proved and maintained.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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50. An approved fire fuel break shall be provided and maintained around the perimeter of the subdivision

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

WASHOE—STOREY CONSERVATION DISTRICT CONDITIONS

51. A review letter from the Washoe-Storey Conservation District (WSCD) shall be submitted to the County Engineer prior to the "red line" meeting. The WSCD recommendations shall be implemented with the appropriate design/specifications included in the construction drawings to the satisfaction of the County Engineer. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

LANDSCAPING:

52. Prior to any ground disturbing activity or finalization of a final map, the developer shall submit a landscaping plan to the Department of Community Development for review and approval by the Design Review Committee. Said plan shall address, but not be limited to: fencing, landscaping material (if plant material: type, size at time of planting, maturation size at full growth, period of time between planting and full growth), landscaping location, landscaping irrigation system, and signage.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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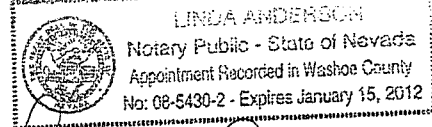
STATE OF NEVADA
COUNTY OF WASHOE

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: **01/29/2010 - 02/05/2010**, for exact publication dates please see last line of Proof of Publication below.

Signed: *Karin St. Aude*

FEB 05 2010

Subscribed and sworn to before me



Linda Anderson

Proof of Publication

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1428 BILL NO. 1608 An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC09-004 to extend Development Agreement Case Number DA07- 004 for Tentative Subdivision Map Case Number TM0009-004 for PebbleCreek Subdivision as previously approved by the Washoe County Planning Commission, the purpose of the agreement being to extend map approval until July 26, 2012 with a possible second extension until July 26, 2014 (Bill No. 1608). PUBLIC NOTICE IS HEREBY GIVEN that typewritten copies of the above-numbered and entitled ordinance are available for inspection by the interested parties at the office of the County Clerk of Washoe County, Nevada, at her office at the County Courthouse, Virginia and Court Streets, Reno, Nevada; and that said ordinance was proposed by Commissioner Larkin on January 12, 2010, and following a public hearing, was passed and adopted without amendment at a regular meeting on January 26, 2010, by the following vote of the Board of County Commissioners: Those Voting Aye: David Humke, Bonnie Weber, Bob Larkin, John Breternitz, Kitty Jung Those Voting Nay: None Those Absent: None This Ordinance shall be in full force and effect from and after February 5, 2010, i.e., the date of the second publication of such Ordinance by its title only. IN WITNESS WHEREOF, the Board of

doc# 1910045142

1428
[Signature]
✓

County Commissioners of Washoe County, Nevada, has caused this Ordinance to be published by title only. DATED: January 27, 2010. AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No. 679994 Jan 29; Feb 5, 2010

1428

DOC # 3922545

09/15/2010 11:51:22 AM

Requested By
WASHOE COUNTY CLERK
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 27



(for Recorder's use only)

APN# _____

Recording Requested by:

Name: Washoe County Clerk
Address: 75 Court St.
City/State/Zip: Keno

When Recorded Mail to:

Name: Washoe County Clerks Office
Address: 75 Court St.
City/State/Zip: Keno

Mail Tax Statement to:

Name: _____
Address: _____
City/State/Zip: _____

Ordinance No. 1428
(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)

Ord. 1428

SUMMARY: An ordinance approving Amendment of Conditions Case Number AC09-004 which will extend Development Agreement Case Number DA07-004 which will extend the approval of Tentative Subdivision Map Case Number TM0009-004 for Pebble Creek Subdivision, as previously approved by the Planning Commission until July 26, 2012, with one possible extension of time until July 26, 2014 at the sole discretion of the Director of Community Development.

BILL NO. 1608

ORDINANCE NO. 1428

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC09-004 TO EXTEND DEVELOPMENT AGREEMENT CASE NO. DA07-004 FOR TENTATIVE SUBDIVISION MAP CASE NUMBER TM0009-004 FOR PEBBLE CREEK SUBDIVISION AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION, THE PURPOSE OF THE AGREEMENT BEING TO EXTEND MAP APPROVAL UNTIL JULY 26, 2012 WITH A POSSIBLE SECOND EXTENSION UNTIL JULY 26, 2014.

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

SECTION 1.

The Amended Development Agreement for Tentative Subdivision Map Case No. TM0009-004 for Pebble Creek Subdivision is attached and is an acceptable document with which to extend the expiration date of said map.

Proposed on the 12th day of January, ~~2009~~ ²⁰¹⁰.
Proposed by Commissioner Larkin
Passed on the 26th day of JANUARY, 2010

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Vote:

Ayes: Humke, Weber, Larkin, Jung, Breternitz

Nays: none

Absent: none

David E. Humke

David E. Humke, Chairman
Washoe County Commission



Amy Harvey
Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 5th day of February, ~~2009~~ ²⁰¹⁰.

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nr

AMENDED AND RESTATED AGREEMENT

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

1. GENERAL.

1.1 Property. Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Numbers 538-020-02 and 538-171-06 in Washoe County, Nevada (the "Property"), as more particularly described in Exhibit A, attached hereto, which is subject to County's Spanish Springs Area Plan.

1.2. Tentative Map. The Property has a County land use designation of Low Density Suburban ("LDS"). LDS allows a density of one dwelling per acre. On January 4, 2001 the County issued its Action Order, which is incorporated herein by this reference as Exhibit B, approving a tentative map application of the Landowner for the Property, known as Units 6 and 7 of Tentative Subdivision Map Case File No. TM0009-004 (Pebble Creek Subdivision) (the "Tentative Map"). The development of the Property (the "Project") must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the "Code").

1.3 Previous Final Maps. Landowner has recorded five final maps pursuant to the Tentative Map, the last being Pebble Creek Unit 5, recorded on July 26, 2005.

1.4 Prior Development Agreement. On July 10, 2007 the parties entered into a certain Agreement recorded on August 9, 2007 as Document No. 3563842 in the office of the Recorder of Washoe County, Nevada, which is an agreement concerning the development of land (the "Prior Agreement") authorized by NRS 278.0201 and Article 814 of the Code. The Prior Agreement among other things provides for an extension of time for Landowner to record the next final map (the "Final Map") to July 26, 2010. The Prior Agreement is amended, restated and superseded in its entirety by this Agreement, and this Agreement constitutes an amendment to a development agreement authorized by NRS 278.0205 and Section 110.814.40 of the Code. By approving this Agreement upon recommendation of the Director of Community Development, the Board of County Commissioners has reviewed the Prior Agreement and agreed to amend it hereby as provided in NRS 278.0205 and Section 100.814.35 of the Code. Pursuant to Section 110.814.35 of the Code, County acknowledges notice that the terms and conditions of the Prior Agreement have been complied with, and Landowner has demonstrated its good faith compliance with the terms of the Prior Agreement.

1.5 Circumstances Requiring An Extension of Time. Additional time is requested to work through issues related to the Project, which benefits both the Landowner and County. Major drainage channels must be constructed on the Property to control storm runoff for the Project and from higher elevations north, west and east of the Project which runs through the Project, in order to protect dwellings in the Project as well as existing subdivisions and future developments planned on adjacent land uphill from the Project. Moreover, the extension of streets and utilities, particularly may have to be redesigned and capacities reconsidered in order

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to plan for and accommodate needed capacity in a undeveloped LDS subdivision and newly master planned industrial land south of the Project. The parties believe it is in the public interest to enter into this Agreement and provide, among other matters, additional time to design, and establish phasing and financing for, the infrastructure and construction of the Project and adjacent MDS subdivision development.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 Compliance with NRS 278.0205 and Code. Pursuant to NRS 278.0205, this Agreement is an amendment to an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Code. The Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. In compliance with NRS 278.0201(1), the following covenants, terms and conditions are set forth.

2.1.1. The land which is subject to this Agreement is APN Nos. 538-020-02 and 538-171-06, more particularly described in Exhibit A: Legal Description.

2.1.2. The duration of this Agreement shall be from the date of signing by the County Board of County Commissioners to July 26, 2012, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement. The duration of the Agreement may be further extended from July 26, 2012 to July 26, 2014 at the discretion of the Director of Community Development upon timely written request by Landowner.

2.1.3. [Intentionally Omitted].

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property, consisting of Units 6 and 7, pursuant to the Tentative Map is a common open space single family dwelling development on 107.12 acres, and a density of less than one dwelling unit per acre, which complies with the Property's land use designation.

2.1.5. The maximum height and size of the proposed buildings will comply with the Medium Density Suburban maximum height limit.

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

2.1.7. Terms and conditions relating to construction and financing of necessary public improvements and facilities, including participation in special assessment district proceedings if necessary, are in accordance with and as provided for in the

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Tentative Map and the Code, and will also be in accordance with any subdivision improvement agreements for future final maps.

2.1.8. Phasing and deadline dates for project grading and development with information on required bonding or other acceptable guarantees of performance and completion (Article 110.610 Washoe County Development Code) for each development phase or stage will be addressed with the submittal of each final map.

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

2.1.10 Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, the Board of County Commission's Action Order dated January 4, 2001 attached hereto as Exhibit B, and future final maps.

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

2.3 Public Notice. Any and all public notices required to be given in connection with this amendment to the Prior Agreement shall be given in accordance with NRS 278.0205 and Section 110.814.40 of the Code.

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

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

2.6 [Intentionally Omitted]

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3. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

3.11. Counterparts. This instrument may be executed in two or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto, but having attached to it one or more additional signature pages.

[Signatures appear on following page]

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[Signature page to Development Agreement]

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

LANDOWNER:

**PEBBLE CREEK, LLC, a Nevada
Limited liability company**

By: *Steve Hamilton*
STEVE HAMILTON, Managing Member

Date: 10-19-09

COUNTY:

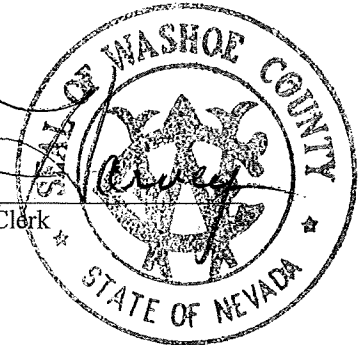
**COUNTY OF WASHOE, a political
subdivision of the State of Nevada, by its
BOARD OF WASHOE COUNTY
COMMISSIONERS**

By: *David Humke*
DAVID HUMKE, Chairman

Date: January 26, 2010

ATTEST:

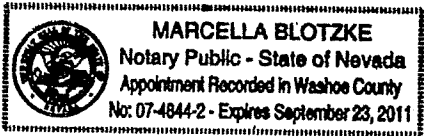
Amy Harvey
AMY HARVEY, County Clerk



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STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on Jan 4, 2009 by STEVE HAMILTON, as Managing Member of Pebble Creek, LLC, a Nevada limited liability company.



NOTARY PUBLIC: Marcella Blotzke
My Commission Expires: 9/23/11

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 26, 2010 by DAVID HUMKE, as Chairman of the Board of County Commissioners of the County of Washoe, State of Nevada.

NOTARY PUBLIC: Rita Lencioni
My Commission Expires: 9/28/2010



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EXHIBIT "A"
LEGAL DESCRIPTION
PEBBLE CREEK – UNITS 6 AND 7

All that certain real property situate in the County of Washoe, State of Nevada, situate within the S1/2 of Section 11 and the E1/2 of Section 14, T.21N., R.20E., M.D.M., more particularly described as follows:

Unit 6:

Parcel 3A as shown on that Record of Survey Supporting a Boundary Line Adjustment for Spanish Springs Associates Limited Partnership and Pebble Creek, LLC, recorded on November 30, 2006, as Document No. 3469382, Official Records of Washoe County, Nevada.
Containing 71.92 acres, more or less.

Unit 7:

Parcel 4 as shown on that Parcel Map for Spanish Springs Associates Limited Partnership and Mystic Mountain, LLC, recorded on August 11, 2006, as Document No. 3425045, Official Records of Washoe County, Nevada.
Containing 35.20 acres, more or less.

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

ACTION ORDER

EXHIBIT
B

January 4, 2001

Spanish Springs Associates
 PMB444, 9732 State Route 445
 Sparks, NV 89436

Dear Applicant:

As filed with the Department of Community Development, the Washoe County Planning Commission, at its regular meeting of January 2, 2001, approved, with fifty-two (52) conditions, the following:

TENTATIVE SUBDIVISION MAP CASE NO. TM0009-004 - To develop a 344-acre subdivision on a 382.97-acre project site. The lots will range in size from 35,000 square feet (.803 acres) to 71,257 square feet (1.635 acres). The proposed subdivision is located on the west side of Pyramid Highway about 1.4 miles north of Calle De La Plata Road. The 382.97-acre portion of the ±2,025-acre parcel is designated Low Density Suburban (LDS) in the Spanish Springs Specific Plan area of the Spanish Springs Area Plan and situated in a portion of Sections 11 and 14, T21N, R20E, MDM, Washoe County, Nevada, within Washoe County Commission District No. 5. (APN: 530-280-09)

The Washoe County Planning Commission conditionally approves Tentative Subdivision Map Case No. TM0009-004 having made the following findings in accordance with Washoe County Development Code Section 110.608.25 and Nevada Revised Statutes 278-349:

1. Plan Consistency. That the proposed map is consistent with the Comprehensive Plan and the Spanish Springs Specific Plan;
2. Design or Improvement. That the design or improvement of the proposed subdivision is consistent with the Comprehensive Plan and the Spanish Springs Specific Plan;
3. Type of Development. That the site is physically suited for the type of development proposed;
4. Availability of Services. That the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System;
5. Fish or Wildlife. That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage, or substantial and avoidable injury to any endangered plant, wildlife or their habitat;
6. Public Health. That the design of the subdivision or type of improvement is not likely to cause significant public health problems;
7. Easements. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision;

Robert W. Sellman,
 Director



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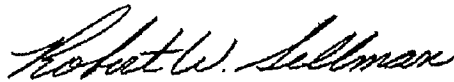
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Re: TM0009-004 (Pebble Creek)
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8. Access. That the design of the subdivision provides any necessary access to surrounding, adjacent lands and provides appropriate secondary access for emergency vehicles;
9. Dedications. That any land or improvement to be dedicated to the County is consistent with the Comprehensive Plan and the Spanish Springs Specific Plan;
10. Energy. That the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision; and
11. That the Planning Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

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

Yours truly,



Robert W. Sellman
Director and Secretary to the Planning Commission

TAL/cm (TM0009-004)

xc: Applicant: Spanish Springs Associates PMB 444, 9732 State Route 445 Sparks, NV 89436

Representatives: Brita Tryggvi, CFA, Inc. 1150 Corporate Blvd. Reno NV 89502

Representatives: Robert Sader 462 Court St. Reno NV 89501

xc: James Barnes, DA's Office; Judy Ramos, Assessor's Office; John Faulkner, Chief Appraiser, Assessor's Office; Terri Svätich, Utility Division; (Engineering Division; Truckee Meadows Fire Protection District; Nevada Division of Environmental Protection, 333 West Nye Lane, Suite 138, Carson City, NV 89706; Regional Transportation Commission, Post Office Box 30002, Reno, NV 89520; Truckee Meadows Regional Planning Agency, 1400-A Wedekind Road, Reno, NV 89512; Spanish Springs Citizen Advisory Board.

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CONDITIONS FOR
TENTATIVE SUBDIVISION MAP CASE NO. TM0009-004
PEBBLE CREEK SUBDIVISION

IMPORTANT—PLEASE READ

THE TENTATIVE MAP APPROVAL ALLOWS THE SUBDIVIDER TO PROCEED WITH FULFILLING THE CONDITIONS OF APPROVAL AND RECORD A FINAL MAP FOR ALL, OR PORTIONS OF, THE DEVELOPMENT WITHIN TWO (2) YEARS FROM THE DATE OF THE PLANNING COMMISSION ACTION. FAILURE TO RECORD THE FIRST FINAL MAP WITHIN TWO (2) YEARS OF THE PLANNING COMMISSION ACTION, OR FAILURE TO RECORD THE LATEST MAP IN A SERIES WITHIN ONE (1) YEAR AFTER THE DATE OF THE MOST RECENTLY RECORDED MAP, SHALL TERMINATE ALL PROCEEDINGS CONCERNING THE SUBDIVISION.

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

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

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT LEAST SIXTY (60) DAYS BEFORE THE ANTICIPATED DATE OF APPROVAL BY THE PLANNING COMMISSION TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS AND POLICIES. NO FINAL MAP WILL BE SCHEDULED FOR A PLANNING COMMISSION MEETING DATE THAT IS LESS THAN SIXTY (60) DAYS FROM THE DATE OF THIS MANDATORY MEETING.

A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP MUST BE SUBMITTED TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP. SAID EXPIRATION IS ONE (1) YEAR FROM THE DATE OF APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP BY THE BOARD OF COUNTY COMMISSIONERS OR, WHEN APPLICABLE, BY THE PLANNING COMMISSION.

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

A COPY OF THE FINAL ORDER FOR THE APPROVAL OF THE TENTATIVE MAP SHALL BE ATTACHED TO ALL PHASES/UNITS SUBMITTALS FOR FINAL MAP REVIEW SIXTY (60) DAYS PRIOR TO RECORDATION.

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GENERAL CONDITIONS

1. The subdivision shall be in substantial compliance with the provisions of Washoe County Development Code Article 604, Design Requirements, and Article 608, Tentative Subdivision Maps.

Regulatory Zone for Review Purposes	Land Use Designations (Max. .9 unit/acre)
Minimum Lot Area Required	35,000 square feet
Minimum Lot Width	120 feet
Minimum Front Yard	30 feet
Minimum Side Yard	12 feet
Minimum Rear Yard	30 feet
Maximum Building Height	35 feet/2 story maximum

Notes: Variances to these standards may be processed per Washoe County Code. The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

2. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

3. Final maps shall be in substantial compliance with all plans and documents submitted with and made part of this tentative map request, as may be amended by action of the final approving authority. Substantial compliance shall be determined by the applicable agency and the Department of Community Development.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Services Division and Engineering Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

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5. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

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

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.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

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

NOTE

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

The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

8. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the on-site improvements. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

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9. The developer and all successors shall direct any potential purchaser of the site to meet with the Department of Community Development to review 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 thirty (30) days of the final sale.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

10. Conditions, covenants, and restrictions (CC&Rs), including supplemental CC&Rs, shall be reviewed, approved, and recorded by the District Attorney's office. The final CC&Rs shall be signed and notarized by the owner(s), and submitted to the District Attorney's office with the recordation fee prior to the recordation of the final map. The CC&Rs shall require all phases and units of the subdivision approved under this tentative map to be subject to the same CC&Rs and be under the same homeowner's association, if one is created. Should subsequent phases not be subject to the original CC&Rs, an annexation document shall be submitted to the District Attorney's office and be subject to the same procedure as outlined for the original CC&Rs. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. Said CC&Rs shall specifically address the potential for liens against the property and the individual property owner's responsibilities for the funding of the maintenance, replacement, and perpetuation of the following items, at a minimum:

- a. Mandatory solid waste collection.
- b. Fence material, height, and location limitations.
- c. Maintenance of public access easement, common areas and common open spaces (if any).
- d. Maintenance of detention basins and drainage facilities.
- e. Revegetation of areas graded/disturbed but not built on or ornamentally landscaped.
- f. Maintenance of fire fuel breaks and vegetation mitigation/controls.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

11. The property owner(s) shall grant an Avigation Easement to, and acceptable to, the Airport Authority of Washoe County over the entire property. The property owner(s) shall provide the Planning Department with appropriate documentation indicating the Avigation Easement has been granted and accepted by the Airport Authority of Washoe County, prior to approval of the final map.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

12. The developer shall provide a legend on the final map that states the allocation of housing units based on the acreage, ownership, and land use designations. The legend

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shall indicate the number of units available, the number of units proposed, and the number of units remaining. The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

13. All open space shall be identified as common area on the final map. A note on the final map shall indicate that all common areas shall be privately maintained and perpetually funded by the Homeowner's Association. The County Engineer shall determine compliance with this condition. The maintenance of the common areas shall also be addressed in the CC&Rs, and the District Attorney's Office shall determine compliance.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

DRAINAGE AND GRADING

14. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted when applying for a building/grading permit. Grading shall comply with best management practices and shall include detailed plans for grading, site drainage, erosion control, slope stabilization and mosquito abatement. Placement or removal of any excavated material shall be indicated on the grading plan. Silts shall be controlled on-site and not allowed onto adjacent property.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

15. The conditional approval of this tentative map shall not be construed as final approval of the drainage facilities shown on the tentative map. Final approval of the drainage facilities will occur during the final map review and will be based upon the final hydrology report.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

16. Prior to finalization of the first final map, a master hydrology/hydraulic report and a master storm drainage plan shall be submitted to the County Engineer for approval.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

17. Prior to the finalization of any portion of the tentative map, a final, detailed hydrology/hydraulic report for that unit shall be submitted to the County Engineer. All

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storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

18. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

19. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage from the site. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

20. Any stormwater currently passing under or over Pyramid Highway and discharging onto the Pebble Creek project must be contained in pipes or open channels in accordance with Washoe County standards. If the stormwater flows are contained within the NDOT right-of-way as proposed, the improvements must be designed to carry the 100-year storm. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

21. For all subdivisions larger than five acres, the developer shall obtain from the Nevada Division of Environmental Protection (NDEP) a Stormwater Discharge Permit for Construction and submit a copy to the Engineering Division prior to construction. The Stormwater Pollution Prevention Plan, as approved by the NDEP, shall be included with the construction improvement drawings. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ *Date Submitted:* _____
Where/How Condition is Satisfied: _____

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22. In all areas with irrigated landscaping adjacent to the curb, a subdrain system shall be installed a minimum of one-foot behind the back face of curb to intercept drainage from the landscaping. The system shall be tied into the storm drain system or an acceptable alternative drainage system. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

23. Drainage swales that drain more than two lots are not allowed to flow over the curb into the street; these flows shall be intercepted by an acceptable storm drain inlet and routed into the storm drain system. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

24. A note on the final map shall indicate that all drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by a homeowner's association. As an alternative to a homeowner's association, the developer may request the establishment of a County Utility Service Area under which fees would be paid for maintenance of the proposed storm drainage detention facility. The fee amount will be based on the additional service above that which is normally provided by the County to maintain new stormwater facilities dedicated by the developer (i.e., curb and gutter, drop inlets and piping). The County Engineer shall be responsible for determining compliance with this condition. The maintenance and funding of these drainage facilities shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

25. The maximum permissible flow velocity (that which does not cause scour) shall be determined for all proposed channels and open ditches. The determination shall be based on a geotechnical analysis of the channel soil, proposed channel lining and channel cross section, and it shall be in accordance with acceptable engineering publications/calculations. Appropriate linings shall be provided for all proposed channels and open ditches such that the 100-year flows do not exceed the maximum permissible flow velocity. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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To: Spanish Springs Associates
Re: TM0009-004 (Pebble Creek)
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TRAFFIC

26. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

27. All roadway improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

28. An Occupancy Permit shall be obtained from the Nevada Department of Transportation (NDOT) for access to, from, or under roads and highways maintained by NDOT and a copy of said permit sent to the County Engineer prior to finalization of the affected final map. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

29. Proposed landscaping and/or fencing along street rights-of-way shall be designed to meet AASHTO site distances and safety guidelines. The County Engineer shall be responsible for determining compliance with this condition. This note shall also be included in the CC&Rs to the satisfaction of the District Attorney's Office.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

30. The applicant shall comply with all requirements of the Nevada Department of Transportation. The Nevada Department of Transportation and the Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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HEALTH, WATER AND SEWER

31. The applicant shall dedicate necessary water rights prior to issuance of a Will-Serve letter by the Washoe County Department of Water Resources. A valid Will-Serve letter is a prerequisite to approval and recordation of a final subdivision map. The dedication of water rights shall be in accordance with Article 422, the Spanish Springs Area Plan and the terms of the Wholesale Agreement between Washoe County and Sierra Pacific Power Company (SPPCo). Water rights must be in good standing with the State of Nevada Division of Water Resources, and the point of diversion, place and manner of use must be acceptable to the Utility Services Division.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

32. The developer shall pay \$75.00 per lot, prior to recordation of the parcel map, to the Utility Services Division as their prorated share of the ongoing water and sewer facility plan for the Spanish Springs Valley. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

33. Fees for improvement plan checking and construction inspection shall be in accordance with Washoe County ordinance and paid prior to the approval of a final map. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

34. Improvement drawings shall be in compliance with Washoe County Design Standards. The developer shall submit plans and specifications for the water supply distribution system and for the sewage collection system within the boundaries of the final map to the Utility Services Division for review and approval prior to the final map submittal. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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35. The developer shall construct and/or provide the financial assurance for the construction of the on-site water distribution system and for the sanitary sewer collection system prior to approval of a final map. The financial assurance must be in a form and amount accepted by the Utility Services Division. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

36. Utility Services Division approved improvement plans shall be used for the construction of on-site water distribution system and for the sanitary sewer collection system. The Utility Services Division will be responsible to inspect the construction of the water distribution and sanitary sewer collection systems.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

37. The water distribution system and sanitary sewer collection system must be offered for dedication to Washoe County along with the recordation of a final map. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

38. Easements for all water distribution and sanitary sewer collection systems shall be offered for dedication to Washoe County prior to approval of the final map. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

39. A sanitary sewer report shall be prepared by the applicant's registered engineer for the entire project which addresses:

- a. the estimated sewage flows generated by this projects,
- b. projected sewage flows from potential or existing development within tributary areas,
- c. the impact on capacity of existing infrastructure, proposed collection line sizes, alignment, and maximum velocities.

This must be approved by the Utility Services Division prior to approval of a final map.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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40. Sewer service connection fees, including the Clean Water Surcharge fee, in accordance with Washoe County Ordinance shall be paid for each service within the boundaries of the final map prior to Utility Services Division approval. The Utility Services Division shall determine compliance with this condition.

Where/How Condition is Satisfied: _____

41. In accordance with the applicable ordinance and agreement, all water connection privilege fees for each lot to be served will be paid prior to final map approval. The Utility Services Division shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

42. No certificate of occupancy will be issued until all potable water facilities, within the boundaries of individual final maps in this tentative map, have been completed and accepted for operation and maintenance by the Utility Services Division.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

43. No certificate of occupancy will be issued until all off-site potable water facilities (outside the boundaries of individual final maps in this tentative map) necessary to serve this project have been completed and accepted for operation and maintenance by the Utility Services Division.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

44. No certificate of occupancy will be issued until all the sanitary sewer collection systems necessary to serve this project have been completed and accepted for operation and maintenance by the Utility Services Division.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

45. No certificate of occupancy will be issued until all off-site sanitary sewer facilities necessary to serve this project have been completed and accepted for operation and maintenance by the Utility Services Division. The off-site sewer collection facilities necessary to provide sewer service to this project and identified within the Spanish Springs Specific Plan are the gravity collection line from the boundary of the Pebble Creek Subdivision, the new lift station and the force main to the existing 15" collection line. If these facilities are constructed by HAWCO, credit will be given towards the sewer

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To: Spanish Springs Associates
Re: TM0009-004 (Pebble Creek)
January 4, 2001
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connection fee. Any expenditure by HAWCO must be approved by the Utility Services Division to be recognized for credit or as otherwise regulated by the Spanish Springs Specific Plan. The sewer connection fee is comprised of a component for treatment (50.5%) and for collection (49.5%) or as otherwise regulated by the Spanish Springs Specific Plan. Since the necessary off-site facilities are collection only, HAWCO will receive full credit for the collection component of the sewer connection fee to the extent of the approved HAWCO expenditures or as otherwise regulated by the Spanish Springs Specific Plan. The Utility Services Division shall be responsible for determining compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

46. Responsibility for the design of any pump stations, force mains and off-site interceptors to accommodate the project will rest with the Utility Services Division. The Utility Services Division may either provide such design in-house or select an outside consultant. When an outside consultant is to be selected, the Utility Services Division and the developer shall jointly select that consultant. If the developer proceeds prior to obtaining Department of Water Resources approvals of designs, they assume all the risks and liabilities of having proceeded without having obtained that approval. The Utility Services Division is responsible for determining compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

47. The applicant shall comply with all conditions from the District Health Department. The District Health Department shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

FIRE SAFETY

48. Water for fire protection shall be provided in accordance with Washoe County Code 60. Hydrant locations, spacing and flow shall be approved by the Reno Fire Department.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

49. Approved Fire department access shall be proved and maintained.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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50. An approved fire fuel break shall be provided and maintained around the perimeter of the subdivision

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

WASHOE—STOREY CONSERVATION DISTRICT CONDITIONS

51. A review letter from the Washoe-Storey Conservation District (WSCD) shall be submitted to the County Engineer prior to the "red line" meeting. The WSCD recommendations shall be implemented with the appropriate design/specifications included in the construction drawings to the satisfaction of the County Engineer. The County Engineer shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

LANDSCAPING:

52. Prior to any ground disturbing activity or finalization of a final map, the developer shall submit a landscaping plan to the Department of Community Development for review and approval by the Design Review Committee. Said plan shall address, but not be limited to: fencing, landscaping material (if plant material: type, size at time of planting, maturation size at full growth, period of time between planting and full growth), landscaping location, landscaping irrigation system, and signage.

Final Map Verification: Phase/Unit No.: _____ Date Submitted: _____
Where/How Condition is Satisfied: _____

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CERTIFIED COPY

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

Date: September 13, 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.

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WASHOE COUNTY RECORDER

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LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Jaime Sella
Signature

9-15-10
Date

JAIME Sella
Printed Name