

SUMMARY: An ordinance approving Amendment of Conditions Case Number AC09-005, which will extend Development Agreement Case Number DA08-007, which will extend the approval of Tentative Subdivision Map Case Number TM06-008 for Eagle Canyon VI, as previously approved by the Board of County Commissioners, until February 24, 2012, with one possible extension of time until February 24, 2014, at the sole discretion of the Director of Community Development.

BILL NO. 1609

ORDINANCE NO. 1429

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC09-005 TO EXTEND DEVELOPMENT AGREEMENT CASE NO. DA08-007 FOR TENTATIVE SUBDIVISION MAP CASE NUMBER TM06-008 FOR EAGLE CANYON VI AS PREVIOUSLY APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, THE PURPOSE OF THE AGREEMENT BEING TO EXTEND MAP APPROVAL UNTIL FEBRUARY 24, 2012, WITH A POSSIBLE SECOND EXTENSION UNTIL FEBRUARY 24, 2014.

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

SECTION 1.

The Amended Development Agreement for Tentative Subdivision Map Case No. TM06-008 for Eagle Canyon VI 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, 2010.

Vote:

Ayes: Humke, Weber, Larkin, Jung, Breternitz

Nays: None

Absent: none

David E. Humke

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 2010.

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EXHIBIT 1

AMENDED AND RESTATED AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada limited partnership, (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 Number 532-020-17 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 Medium Density Suburban ("MDS"). MDS allows a density of three single family dwellings per acre. On April 9, 2007 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 Tentative Subdivision Map Case File No. TM06-008 (Eagle Canyon VI 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 not recorded a final map for any portion of the Tentative Map.

1.4 Prior Development Agreement. On February 23, 2009 the parties entered into a certain Agreement recorded on February 24, 2009 as Document No. 3732550 in the office of the Recorder of Washoe County, Nevada (Washoe County Case No. DA08-007), 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 first final map (the "Final Map"). 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 and west of the Project which run through the Project, in order to protect dwellings in the Project as well as existing subdivisions and future developments planned on adjacent land uphill and downhill from the Project. Moreover, the extension of streets and utilities, particularly sewer lines in Project, may have to be redesigned

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and capacities reconsidered in order to plan for and accommodate needed capacity in a partially undeveloped MDS subdivision east 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 No. 532-020-17, 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 Board of County Commissioners to February 24, 2012, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement. The duration of the Agreement may be further extended from February 24, 2012 to February 24, 2014 at the discretion of the Director of Community Development upon timely written request by Landowner.

2.1.3. [Intentionally Omitted].

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property pursuant to the Tentative Map is a 127 unit common open space single family dwelling development on 56.15 acres, having lot sizes ranging from 12,000 square feet to 37,638 square feet in size, with an average lot size of 14,800 square feet and a density of 2.26 units 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. As part of this common open space development there is a public trail planned through the Project that will provide access to and through common areas to adjoining open space. The common area will be owned and maintained by a Project homeowners'

association. The developer has been working with the County and others as needed to provide and preserve adequate access to public open space.

2.1.7. Terms and conditions relating to construction and financing of necessary public improvements and facilities, including participation in special assessment district proceedings if necessary, are in accordance with and as provided for in the Tentative Map and the Code, and will also be in accordance with any subdivision improvement agreements for future final maps.

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

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

2.1.10. Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, the Board of County Commission's Action Order dated April 9, 2007 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,

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opportunity to cure, and all proceedings concerning the Tentative Map shall be terminated , provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of termination of this Agreement.

2.6 [Intentionally Omitted]

3. 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

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Owners may appeal an adverse decision by the Director of Community Development to the Board of County Commissioners by written notice filed with the Director of Community Development, if filed within twenty (20) days of receipt of the notice of the adverse decision unless an appeal to the Board of Adjustment is required to occur first. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

3.8 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:

SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership

By: Hawco Development Company, a Nevada corporation, its General Partner

By: Robert M. Sader
ROBERT M. SADER, Secretary

Date: 11-24-09

COUNTY:

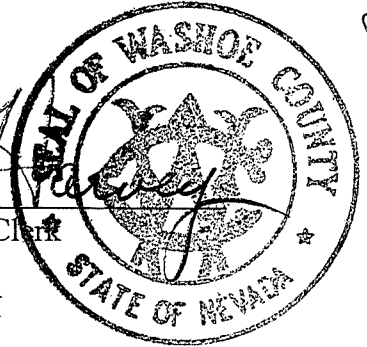
COUNTY OF WASHOE, a political subdivision of the State of Nevada, by its BOARD OF WASHOE COUNTY COMMISSIONERS

By: David Humke
DAVID HUMKE, Chairman

Date: January 26, 2010

ATTEST:

Amy Harvey
AMY HARVEY, County Clerk

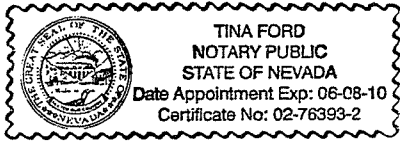


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STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on November 24, 2009 by ROBERT M. SADER, Secretary of Hawco Development Company, a Nevada corporation, as General Partner of Spanish Springs Associates Limited Partnership, a Nevada limited partnership.



NOTARY PUBLIC: Tina Ford
My Commission Expires: 06-08-2010

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"

DESCRIPTION
EAGLE CANYON VI

All that certain real property situate in the County of Washoe, State of Nevada, within Sections 27 and 34, Township 21 North, Range 20 East, M.D.M., more particularly described as follows:

Parcel A of 13th Parcel Map for Spanish Springs Associates Limited Partnership, recorded on June 28, 2007 as Parcel Map 4799, Document No. 3548813, Official Records of Washoe County, Nevada.

Containing 56.15 acres, more or less.

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OFFICE OF THE WASHOE COUNTY CLERK
AMY HARVEY, COUNTY CLERK

April 9, 2007

Grace Jensen, Planner
Community Development Department
Washoe County, Nevada

I, Amy Harvey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that as filed with the County Clerk on this date, the Board of County Commissioners, at its regular meeting on February 27, 2007 issued the following order:

07-288 APPEAL CASE NO. AX07-001 - EAGLE CANYON VI - CASE NO. TM06-008 - COMMUNITY DEVELOPMENT

On motion by Commissioner Galloway, seconded by Chairman Larkin, which motion duly carried, it was ordered that the Tentative Subdivision Map Case Number TM06-008, Eagle Canyon, VI Subdivision be approved based on the following findings and proposed conditions with the additional condition that turns of 90 degrees or greater be eliminated by redesign of the drainage and that it specifically included the solutions shown on plate 1 as indicated by the circles 1, 2, 3, 4, 5, and 6 introduced by the applicants fully licensed Civil Engineer:

FINDINGS:

1. Plan Consistency. That the proposed map was consistent with the Comprehensive Plan and the Spanish Springs Area Plan;
2. Design or Improvement. That the design or improvement of the proposed subdivision with the Comprehensive Plan and the Spanish Springs Area Plan;
3. Type of Development. That the site was physically suited for the type of development proposed;
4. Availability of Services. That, as conditioned, the subdivision would 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 was 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 was not likely to cause significant public health problems;

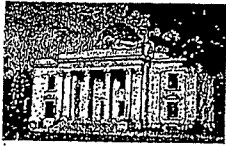
COUNTY COURTHOUSE, 75 COURT ST., P.O. BOX 30083, RENO, NEVADA 89520-3083
PHONE (775) 328-3260 • FAX (775) 328-3582

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EXHIBIT "B"



OFFICE OF THE WASHOE COUNTY CLERK
AMY HARVEY, COUNTY CLERK

April 9, 2007

Grace Jensen, Planner
Community Development Department
Washoe County, Nevada

I, Amy Harvey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that as filed with the County Clerk on this date, the Board of County Commissioners, at its regular meeting on February 27, 2007 issued the following order:

07-288 APPEAL CASE NO. AX07-001 - EAGLE CANYON VI - CASE NO. TM06-008 - COMMUNITY DEVELOPMENT

On motion by Commissioner Galloway, seconded by Chairman Larkin, which motion duly carried, it was ordered that the Tentative Subdivision Map Case Number TM06-008, Eagle Canyon, VI Subdivision be approved based on the following findings and proposed conditions with the additional condition that turns of 90 degrees or greater be eliminated by redesign of the drainage and that it specifically included the solutions shown on plate 1 as indicated by the circles 1, 2, 3, 4, 5, and 6 introduced by the applicants fully licensed Civil Engineer:

FINDINGS:

1. Plan Consistency. That the proposed map was consistent with the Comprehensive Plan and the Spanish Springs Area Plan;
2. Design or Improvement. That the design or improvement of the proposed subdivision with the Comprehensive Plan and the Spanish Springs Area Plan;
3. Type of Development. That the site was physically suited for the type of development proposed;
4. Availability of Services. That, as conditioned, the subdivision would 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 was 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 was not likely to cause significant public health problems;

COUNTY COURTHOUSE, 75 COURT ST., P.O. BOX 30083, RENO, NEVADA 89520-3083
PHONE (775) 328-3260 • FAX (775) 328-3582

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7. Easements. That the design of the subdivision or the type of improvements would not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision;
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 improvements to be dedicated to the County was consistent with the Comprehensive 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;
11. Reasoned Consideration. That the Planning Commission did not give reasoned consideration to the information contained within the staff report and information received during the meeting; and
12. That the Washoe County Board of County Commissioners gave due consideration to the information transmitted from the Washoe County Planning Commission and to the information received during the public hearing.

**CONDITIONS FOR
 TENTATIVE SUBDIVISION MAP CASE NO. TM06-008
 Eagle Canyon VI Subdivision
 (As recommended by Department of Community Development
 and attached to Staff Report dated December 20, 2006)**

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 MEET TIME FRAMES ESTABLISHED IN THE NEVADA REVISED STATUTES, 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

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OF PUBLIC WORKS AND/OR THE DEPARTMENT OF COMMUNITY DEVELOPMENT.

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION, THE UTILITY SERVICES DIVISION, THE REGIONAL PARKS AND OPEN SPACE DEPARTMENT, AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT 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.

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.

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.

FOR THE PURPOSES OF CONDITIONS IMPOSED BY WASHOE COUNTY, "MAY" IS PERMISSIVE AND "SHALL" OR "MUST" IS MANDATORY.

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.

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: _____

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3. 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: _____

4. If necessary to supply subdivision improvements for the project, 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: _____

5. 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: _____

6. 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. If cluster boxes are considered, the location and parking area shall be reviewed by Department of Community Development staff in addition to Engineering staff.

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

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3. 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: _____

4. If necessary to supply subdivision improvements for the project, 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: _____

5. 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: _____

6. 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. If cluster boxes are considered, the location and parking area shall be reviewed by Department of Community Development staff in addition to Engineering staff.

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

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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.

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

8. The developer and all successors shall direct any potential purchaser of the development 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: _____

9. Due to its proximity to the existing surrounding residential development, construction hours shall be from 7:00 a.m. until 6:00 p.m., Monday through Saturday until the subdivision is completed. Due to the potential for hot weather concrete problems that may impair the quality of fresh or hardened concrete, scheduling of concrete pour shall be exempt Monday through Saturday from the above-restricted construction hours. All maintenance of equipment shall take place during the daylight hours only. Construction traffic shall not use existing interior residential streets that have driveway access as haul routes. This could present a hazard to children playing in those streets. The Department of Community Development shall determine compliance with this condition.

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

10. Trucks hauling excavated materials may cross Eagle Canyon Drive and Calle de la Plata or may enter within 500 feet of the intersection of Eagle Canyon Drive and the Pyramid Highway (SR 445) and the intersection of Calle de la Plata and the Pyramid Highway (SR 445) only between the hours of 9:00 a.m. and 3:00 p.m. Monday through Saturday. Compliance shall be determined by the staff of the Department of Community Development.

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

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

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

12. The applicant shall construct fencing along the perimeter of each proposed residential lot adjacent to the future collector street, Ember Drive, to be consistent in design and materials with the neighboring residential subdivisions. Compliance shall be determined by the staff of the Department of Community Development.

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

13. All open space on the final map shall be identified as common area or open space that will be dedicated to a public entity. A note on the final map shall indicate that all common areas shall be privately maintained and perpetually funded by the homeowners association. The deed to the open space and common areas shall reflect perpetual dedication for that purpose. The County Engineer shall be responsible for determining compliance with this condition.

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

CONDITIONS, COVENANTS AND RESTRICTIONS

14. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be submitted to the Community Development staff with all CC&R articles in which the County has interest duly marked, for review and subsequent forwarding to the District Attorney for review and approval. The CC&Rs shall be marked to indicate the page and paragraph of each of the items below or any conditions referencing CC&Rs. The final CC&Rs shall be signed and notarized by the owner(s) and submitted to the Community Development Department 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

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

- A. Maintenance of public access easements, common areas, and common open spaces. Provisions shall be made to monitor and maintain, for a period of three (3) years regardless of ownership, a maintenance plan for the common open space area. The maintenance plan for the common open space area shall, as a minimum, address the following:
 - 1) Vegetation management;
 - 2) Watershed management;
 - 3) Debris and litter removal;
 - 4) Fire access and suppression;
 - 5) Maintenance of public access and/or maintenance of limitations to public access.
- B. All drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by the Homeowners Association.
- C. The project and adjacent to undeveloped land shall maintain a fire fuel break of a minimum 30 feet in width until such time as the adjacent land is developed.
- D. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.
- E. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.
- F. No motorized vehicles shall be allowed on the platted common area.
- G. Mandatory solid waste collection.
- H. Fence material (if any), height, and location limitations, and re-fencing standards. Replacement fence must be compatible in materials, finish and location of existing fence.
- J. The common open spaces owned by the Homeowner's Association shall be noted on the final map as "common open space" and the related deed of

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conveyance shall specifically provide for the preservation of the common open space in perpetuity. The deed shall be presented with the CC&Rs for review by the Community Development staff and the District Attorney.

K. The following language shall be included:

"All vegetation and debris shall be removed from the main flow line of the drainage channels at least once every two years, or as often as necessary to maintain unobstructed flow. The maintenance plan shall mitigate insect development in the channel by preventing ponding water from standing longer than seven (7) days."

L. A disclosure statement shall be provided to each owner of property abutting public open space, i.e. drainage channel/pedestrian path, advising that a six-foot high fence shall be required and no gate or opening of any kind shall be permitted along any property lines bordering public open space.

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

GENERAL ENGINEERING CONDITIONS

15. Compliance with the following conditions shall be determined by the County Engineer prior to the recordation of a final map:
- A. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
 - B. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the water and sewer provider(s) and Engineering Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.
 - C. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable County Department shall be responsible for determining compliance with this condition.
 - D. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the onsite improvements. The County Engineer shall determine compliance with this condition.

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- E. 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 Homeowners Association. The County Engineer shall determine compliance with this condition. The maintenance of the common areas shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
- F. Any existing easements or utilities that conflict with the development shall be relocated, quitclaimed, and/or abandoned, as appropriate. The County Engineer shall determine compliance with this condition.
- G. Any easement documents recorded for the project shall include an exhibit map that shows the location and limits of the easement in relationship to the project. The County Engineer shall determine compliance with this condition.
- H. All existing overhead utility lines shall be placed underground, except electric transmission lines greater than 100 kilovolts, which can remain above ground. The County Engineer shall determine compliance with this condition.
- I. A complete set of construction improvement drawings, including an onsite grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best management practices (BMP's) and shall include detailed plans for grading and drainage for lots, project roadways, erosion control (including BMP locations and installation details), slope stabilization and mosquito abatement. A conceptual grading and drainage scheme shall be indicated for each lot on the grading plan. If drainage from one lot to another is proposed, then appropriate drainage easements shall be provided. Disposal of any excavated material onsite shall be indicated on the grading plans. The County Engineer shall determine compliance with this condition.
- J. Prior to issuance of any grading or building permits, a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency (FEMA) showing the respective area in a flood Zone X shall be obtained where the grading or building permit is located. The County Engineer shall determine compliance with this condition.
- K. Prior to ground-disturbing activity, a proposed Construction Traffic Haul Route Plan shall be submitted to the Engineering Division for review and approval. Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load capacity. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavement.

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ENGINEERING DRAINAGE CONDITIONS

16. Compliance with the following conditions shall be determined by the County Engineer prior to the recordation of a final map:
- A. The conditional approval of this tentative map shall not be construed as final approval of the drainage facilities shown on the tentative map. Final approval of the drainage facilities will occur during the final map review and will be based upon the final hydrology report.
 - B. Prior to finalization of the first final map, a master hydrology/hydraulic report and a master storm drainage plan shall be submitted to the County Engineer for approval.
 - C. Prior to finalization of any portion of the tentative map, a final, detailed hydrology/hydraulic report for that unit shall be submitted to the County Engineer. All storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.
 - D. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and grouted rock riprap shall be used to prevent erosion at the inlets and outlets of all culverts to the satisfaction of the Engineering Division.
 - E. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage leaving the site to the satisfaction of the Engineering Division.
 - F. The owner shall obtain from the Nevada Division of Environmental Protection a Stormwater Discharge Permit or Waiver for construction and submit a copy to the Engineering Division prior to issuance of a grading permit.
 - G. The Truckee Meadows Regional Stormwater Quality Management Program Construction Permit Submittal Checklist and Inspection Fee shall be submitted with each final map. The County Engineer shall determine compliance with this condition.
 - H. In medians 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 to the storm drain system or an acceptable alternative drainage system. The County Engineer shall determine compliance with this condition.
 - I. 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.
 - J. A note on the final map shall indicate that all drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by a homeowners association. As an alternative to a homeowners association, the developer may request the establishment of a

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- A. All roadway improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.
- B. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
- C. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet American Association of State Highway and Transportation Officials (AASHTO) sight distances and safety guidelines. No tree shall overhang the curb line of any public street. The County Engineer shall determine compliance with this condition.
- D. A note on each affected final map shall state that no direct access from individual lots shall be allowed onto Harris Ranch Parkway north of the intersection with Sugarloaf Peak Drive. The County Engineer shall determine compliance with this condition. This note shall also be included in the CC&R's to the satisfaction of the District Attorney's Office.
- E. For any utilities placed in existing County streets, the streets shall be repaired to the satisfaction of the County Engineer. At a minimum, this will require full depth removal and replacement of asphalt for half the street width, or replacement of non-woven pavement reinforcing fabric with a 2" asphalt overlay for half the street width. Type II slurry seal is required for the entire street width with either option. Full width street improvements may be required if the proposed utility location is too close to the centerline of the existing street.
- F. Streetlights shall be constructed to Washoe County standards at locations to be determined at the final design stage. The County Engineer shall determine compliance with this condition.
- G. AASHTO clear zones shall be determined for all streets adjacent to retaining walls or slopes steeper than 3:1. If a recoverable or traversable clear zone cannot be provided, an analysis to determine if barriers are warranted shall be submitted for approval. The County Engineer shall determine compliance with this condition.
- H. All retaining walls that are adjacent to, provide support for or retain soil from the County right-of-way shall be constructed of reinforced masonry block or reinforced concrete and designed by an engineer licensed in the State of Nevada. The County Engineer shall determine compliance with this condition.
- I. No retaining walls that retain soil from the County right-of-way or private right-of-way shall be located within a plowed snow storage easement. The County Engineer shall determine compliance with this condition.
- J. With the first unit, a final traffic report shall be prepared by a registered engineer and shall address traffic flow through adjacent neighborhoods, traffic flow to schools, acceleration/deceleration lanes, storage lanes, and access control.
- K. Ember Drive shall be constructed from Eagle Canyon Drive to Ruddy Court in accordance with the recommendations in the traffic report as

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prepared by Solaegui Engineers, LTD. dated December 4, 2006. No residential driveways shall be permitted on this segment with the exception of lot 127. The County Engineer shall determine compliance with this condition.

- L. A roundabout shall be constructed at the Eagle Canyon Drive/Ember Drive intersection. The roundabout shall contain one shared left turn-through lane and one right lane at the east and north approaches, and one lane from which all movements are made at the west and south approaches. The County Engineer shall determine compliance with this condition.
- M. The driveway for lot 127 shall line up with Goshute Lake Place and shall be constructed to promote forward movements on to Ember Drive from the driveway. The County Engineer shall determine compliance with this condition

WATER AND SEWER

18. Compliance with the following conditions shall be determined by the Department of Water Resources (DWR) prior to the prior to the recordation of a final map:

- A. The applicant shall dedicate necessary water rights prior to issuance of a Will-Serve letter by the DWR. A valid Will-Serve letter is a pre-requisite to approval and recordation of a final subdivision map. Necessary processing of water rights prior to the issuance of a Will-serve Letter may take six (6) months or longer. 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 Truckee Meadows Water Authority (TMWA). 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 DWR.
- B. The Developer shall pay \$75.00 per lot to the DWR as their pro-rated share of the ongoing water and sewer facility plan for the Spanish Springs Valley prior to approval of each final map.
- C. All fees shall be paid in accordance with Washoe County Ordinance prior to the approval of each final map.
- D. Per the inter-local agreement between the City of Sparks and Washoe County, the applicant shall pay to Washoe County, the City of Sparks sewer connection fees as identified in the agreement.
- E. Improvement plans shall be submitted and approved by DWR prior to approval of the final map. They shall be in compliance with Washoe County Design Standards and be designed by a professional engineer licensed to practice in the State of Nevada.

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- F. The Applicant shall submit an electronic copy of the street and lot layout for each final map at initial submittal time.
- G. The Developer shall construct and/or provide the financial assurance for the construction of any on-site and off-site water distribution and the sanitary sewer collection systems prior to signature on each final map. The financial assurance must be in a form and amount acceptable to the DWR.
- H. Approved improvement plans shall be used for the construction of on-site and off-site water distribution and sanitary sewer collection systems. The DWR will be responsible to inspect the construction of the water distribution and sanitary sewer collection systems.
- I. The water distribution and sanitary sewer collection systems must be offered for dedication to Washoe County along with the recordation of each final map.
- J. Easements and real property for all water distribution, sanitary sewer collection systems and appurtenances shall be offered for dedication to Washoe County along with the recordation of each final map.
- K. A master sanitary sewer report for the entire tentative map shall be prepared and submitted by the applicant's engineer at the time of the initial submittal for the first final map which addresses:
 - 1. the estimated sewage flows generated by this project,
 - 2. projected sewage flows from potential or existing development within tributary areas,
 - 3. the impact on capacity of existing infrastructure,
 - 4. slope of pipe, invert elevation and rim elevation for all manholes
 - 5. proposed collection line sizes, on-site and off-site alignment, and half-full velocities
- L. No Certificate of Occupancy will be issued until all the potable water and sewer collection facilities necessary to serve each final map have been completed and accepted.
- M. No permanent structures (including rockery or retaining walls, building's, etc.) shall be allowed within or upon any County maintained utility easement.
- N. The developers' engineer shall submit a plan or letter from the appropriate fire agency identifying the approved fire hydrant locations and indicating the fire flow and duration required for each final map. This information must

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accompany the water system improvements plans when submitted for initial review.

- O. A minimum 20-foot sanitary sewer and access easement shall be dedicated to Washoe County over any facilities not located in a dedicated right of way.
- P. A minimum 30-foot water main easement shall be dedicated to Washoe County over any facilities not located in a dedicated right of way.
- Q. A minimum 12-foot wide all weather sanitary sewer access road shall be constructed to facilitate access to off-site sanitary sewer manholes.
- R. All storm drain outlets that will be draining into any of the facility channels shall adequately protect that area from erosion i.e. riprap of adequate size and area.

VECTOR CONTROL CONDITIONS

- 19. Compliance with the following conditions shall be determined by the Vector Control Program of the District Health Department prior to the recordation of a final map:
 - A. The landscape design for front lots shall require three foot no sod setbacks from the back face of the sidewalk. If a curb is present without a sidewalk, the setback shall be three feet. The design shall be noted on the construction plans.
 - B. All roadside ditches approved with this project shall require concrete lining at the bottom.
 - C. Rock rip rap for mechanical slope stabilization shall be graded from three-quarter inch to the "D" size specified on the plans, four inches in depth and shall be placed as a mixed aggregate to discourage void formation for rodent habitat. This design criterion shall be noted on the construction plans.

REGIONAL PARKS AND OPEN SPACE CONDITIONS

- 20. Compliance with the following conditions shall be determined by the Department of Regional Parks and Open Space the prior to the recordation of a final map:
 - B. The developer shall provide a twenty (20) foot public access trail easement concurrent with the sanitary sewer easement corridor identified in Common Area A.

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- C. The developer shall provide a ten (10) foot public access trail easement along Common Area C. The developer shall construct at minimum a six (6) foot crusher fines multipurpose trail in compliance with Washoe County Green Book Standards. See trail detail attached.
 - D. The developer shall provide a ten (10) foot public access trail easement at Common Area A along drainage channel. The developer shall construct at minimum a 6ft. crusher fines multipurpose trail in compliance with Washoe County Green Book Standards. See trail detail attached.
 - E. The developer shall provide a twenty (20) foot public access trail easement concurrent with Common Area B.
 - F. The developer shall provide a twenty (20) foot public access trail easement at the northeast corner of lot 127 from the maintenance road to the detention facility. Alignment shall be coordinated at a later date in conjunction with the developer, Washoe County Regional Parks and Open Space, and Washoe County Water Resources.
- 21: All angles of the drainage ditches 90 degrees or greater shall be redesigned and shall specifically include the proposed underground facilities and piping concepts as presented at the February 27, 2007, Board of Commissioners meeting as shown on Plate 1, including Enlargements 1, 2, 3, 4, 5 and 6 (included now in the submitted proposal). The County Engineer shall determine compliance with this condition.

*** END OF CONDITIONS ***

Complete minutes will be available at www.washoecounty.us/clerks/minutes_division once approved by the Board.

Sincerely,

Amy Harvey, County Clerk and
Clerk of the Board of
County Commissioners

Sg
CC: Spanish Springs Associates Limited Partnership
Robert Sader
C&M Engineering and Design

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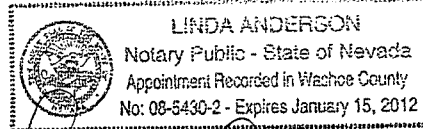
STATE OF NEVADA
COUNTY OF WASHOE

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: *Kari St. Auel*

FEB 05 2010

Subscribed and sworn to before me



Linda Anderson

Proof of Publication

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1429 BILL NO. 1609 An ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC09-005 to extend Development Agreement Case Number DA08-007 for Tentative Subdivision Map Case Number TM06-008 for Eagle Canyon VI as previously approved by the Board of County Commissioners, the purpose of the agreement being to extend map approval until February 24, 2012, with a possible second extension until February 24, 2014 (Bill No. 1609). 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

1429
nlp ✓

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. 679998 Jan 29; Feb 5, 2010

1429

APN# _____

Recording Requested by:

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

When Recorded Mail to:

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

Mail Tax Statement to:

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

DOC # 3922544

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 28



(for Recorder's use only)

Ordinance No. 1429
(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 Deller
Signature

Deputy Clerk
Title

JAIME DELLERA
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 1429

SUMMARY: An ordinance approving Amendment of Conditions Case Number AC09-005, which will extend Development Agreement Case Number DA08-007, which will extend the approval of Tentative Subdivision Map Case Number TM06-008 for Eagle Canyon VI, as previously approved by the Board of County Commissioners, until February 24, 2012, with one possible extension of time until February 24, 2014, at the sole discretion of the Director of Community Development.

BILL NO. 1609

ORDINANCE NO. 1429

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC09-005 TO EXTEND DEVELOPMENT AGREEMENT CASE NO. DA08-007 FOR TENTATIVE SUBDIVISION MAP CASE NUMBER TM06-008 FOR EAGLE CANYON VI AS PREVIOUSLY APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, THE PURPOSE OF THE AGREEMENT BEING TO EXTEND MAP APPROVAL UNTIL FEBRUARY 24, 2012, WITH A POSSIBLE SECOND EXTENSION UNTIL FEBRUARY 24, 2014.

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

SECTION 1.

The Amended Development Agreement for Tentative Subdivision Map Case No. TM06-008 for Eagle Canyon VI 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, 2010.

Vote:

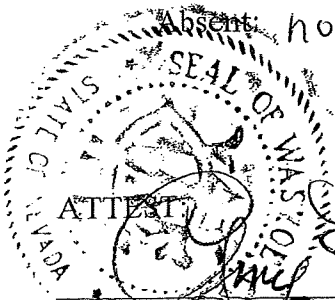
Ayes: Humke, Weber, Larkin, Jung, Breternitz

Nays: None

Absent: none

David E. Humke

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 2010.

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EXHIBIT 1

AMENDED AND RESTATED AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada limited partnership, (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 Number 532-020-17 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 Medium Density Suburban ("MDS"). MDS allows a density of three single family dwellings per acre. On April 9, 2007 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 Tentative Subdivision Map Case File No. TM06-008 (Eagle Canyon VI 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 not recorded a final map for any portion of the Tentative Map.

1.4 Prior Development Agreement. On February 23, 2009 the parties entered into a certain Agreement recorded on February 24, 2009 as Document No. 3732550 in the office of the Recorder of Washoe County, Nevada (Washoe County Case No. DA08-007), 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 first final map (the "Final Map"). 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 and west of the Project which run through the Project, in order to protect dwellings in the Project as well as existing subdivisions and future developments planned on adjacent land uphill and downhill from the Project. Moreover, the extension of streets and utilities, particularly sewer lines in Project, may have to be redesigned

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and capacities reconsidered in order to plan for and accommodate needed capacity in a partially undeveloped MDS subdivision east 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 No. 532-020-17, 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 Board of County Commissioners to February 24, 2012, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement. The duration of the Agreement may be further extended from February 24, 2012 to February 24, 2014 at the discretion of the Director of Community Development upon timely written request by Landowner.

2.1.3. [Intentionally Omitted].

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property pursuant to the Tentative Map is a 127 unit common open space single family dwelling development on 56.15 acres, having lot sizes ranging from 12,000 square feet to 37,638 square feet in size, with an average lot size of 14,800 square feet and a density of 2.26 units 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. As part of this common open space development there is a public trail planned through the Project that will provide access to and through common areas to adjoining open space. The common area will be owned and maintained by a Project homeowners'

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association. The developer has been working with the County and others as needed to provide and preserve adequate access to public open space.

2.1.7. Terms and conditions relating to construction and financing of necessary public improvements and facilities, including participation in special assessment district proceedings if necessary, are in accordance with and as provided for in the Tentative Map and the Code, and will also be in accordance with any subdivision improvement agreements for future final maps.

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

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

2.1.10. Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, the Board of County Commission's Action Order dated April 9, 2007 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,

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opportunity to cure, and all proceedings concerning the Tentative Map shall be terminated , provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of termination of this Agreement.

2.6 [Intentionally Omitted]

3. 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

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Owners may appeal an adverse decision by the Director of Community Development to the Board of County Commissioners by written notice filed with the Director of Community Development, if filed within twenty (20) days of receipt of the notice of the adverse decision unless an appeal to the Board of Adjustment is required to occur first. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

3.8 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:

SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership

By: Hawco Development Company, a Nevada corporation, its General Partner

By: Robert M. Sader
ROBERT M. SADER, Secretary

Date: 11-24-09

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

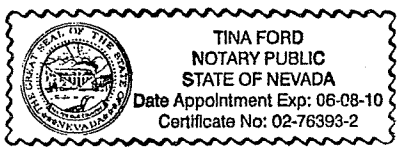


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STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on November 24, 2009 by ROBERT M. SADER, Secretary of Hawco Development Company, a Nevada corporation, as General Partner of Spanish Springs Associates Limited Partnership, a Nevada limited partnership.



NOTARY PUBLIC: Tina Ford
My Commission Expires: 06-08-2010

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"
DESCRIPTION
EAGLE CANYON VI

All that certain real property situate in the County of Washoe, State of Nevada, within Sections 27 and 34, Township 21 North, Range 20 East, M.D.M., more particularly described as follows:

Parcel A of 13th Parcel Map for Spanish Springs Associates Limited Partnership, recorded on June 28, 2007 as Parcel Map 4799, Document No. 3548813, Official Records of Washoe County, Nevada.

Containing 56.15 acres, more or less.

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OFFICE OF THE WASHOE COUNTY CLERK
AMY HARVEY, COUNTY CLERK

April 9, 2007

Grace Jensen, Planner
Community Development Department
Washoe County, Nevada

I, Amy Harvey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that as filed with the County Clerk on this date, the Board of County Commissioners, at its regular meeting on February 27, 2007 issued the following order:

07-288 APPEAL CASE NO. AX07-001 - EAGLE CANYON VI - CASE NO. TM06-008 - COMMUNITY DEVELOPMENT

On motion by Commissioner Galloway, seconded by Chairman Larkin, which motion duly carried, it was ordered that the Tentative Subdivision Map Case Number TM06-008, Eagle Canyon, VI Subdivision be approved based on the following findings and proposed conditions with the additional condition that turns of 90 degrees or greater be eliminated by redesign of the drainage and that it specifically included the solutions shown on plate 1 as indicated by the circles 1, 2, 3, 4, 5, and 6 introduced by the applicants fully licensed Civil Engineer:

FINDINGS:

1. Plan Consistency. That the proposed map was consistent with the Comprehensive Plan and the Spanish Springs Area Plan;
2. Design or Improvement. That the design or improvement of the proposed subdivision with the Comprehensive Plan and the Spanish Springs Area Plan;
3. Type of Development. That the site was physically suited for the type of development proposed;
4. Availability of Services. That, as conditioned, the subdivision would 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 was 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 was not likely to cause significant public health problems;

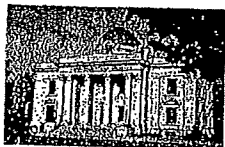
COUNTY COURTHOUSE, 75 COURT ST., R.O. BOX 36083, RENO, NEVADA 89520-3083
PHONE (775) 328-3260 • FAX (775) 328-3582

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EXHIBIT "B"



OFFICE OF THE WASHOE COUNTY CLERK
AMY HARVEY, COUNTY CLERK

April 9, 2007

Grace Jensen, Planner
Community Development Department
Washoe County, Nevada

I, Amy Harvey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that as filed with the County Clerk on this date, the Board of County Commissioners, at its regular meeting on February 27, 2007, issued the following order:

07-288 APPEAL CASE NO. AX07-001 - EAGLE CANYON VI - CASE NO. TM06-008 - COMMUNITY DEVELOPMENT

On motion by Commissioner Galloway, seconded by Chairman Larkin, which motion duly carried, it was ordered that the Tentative Subdivision Map Case Number TM06-008, Eagle Canyon, VI Subdivision be approved based on the following findings and proposed conditions with the additional condition that turns of 90 degrees or greater be eliminated by redesign of the drainage and that it specifically included the solutions shown on plate 1 as indicated by the circles 1, 2, 3, 4, 5, and 6 introduced by the applicants fully licensed Civil Engineer:

FINDINGS:

1. Plan Consistency. That the proposed map was consistent with the Comprehensive Plan and the Spanish Springs Area Plan;
2. Design or Improvement. That the design or improvement of the proposed subdivision with the Comprehensive Plan and the Spanish Springs Area Plan;
3. Type of Development. That the site was physically suited for the type of development proposed;
4. Availability of Services. That, as conditioned, the subdivision would 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 was 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 was not likely to cause significant public health problems;

COUNTY COURTHOUSE, 75 COURT ST., P.O. BOX 30083, RENO, NEVADA 89520-3083
PHONE (775) 328-3260 • FAX (775) 328-3582

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7. Easements. That the design of the subdivision or the type of improvements would not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision;
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 improvements to be dedicated to the County was consistent with the Comprehensive 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;
11. Reasoned Consideration. That the Planning Commission did not give reasoned consideration to the information contained within the staff report and information received during the meeting; and
12. That the Washoe County Board of County Commissioners gave due consideration to the information transmitted from the Washoe County Planning Commission and to the information received during the public hearing.

**CONDITIONS FOR
 TENTATIVE SUBDIVISION MAP CASE NO. TM06-008
 Eagle Canyon VI Subdivision
 (As recommended by Department of Community Development
 and attached to Staff Report dated December 20, 2006)**

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 MEET TIME FRAMES ESTABLISHED IN THE NEVADA REVISED STATUTES, 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

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OF PUBLIC WORKS AND/OR THE DEPARTMENT OF COMMUNITY DEVELOPMENT.

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION, THE UTILITY SERVICES DIVISION, THE REGIONAL PARKS AND OPEN SPACE DEPARTMENT, AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT 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.

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.

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.

FOR THE PURPOSES OF CONDITIONS IMPOSED BY WASHOE COUNTY, "MAY" IS PERMISSIVE AND "SHALL" OR "MUST" IS MANDATORY.

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.

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: _____

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3. 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: _____

4. If necessary to supply subdivision improvements for the project, 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: _____

5. 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: _____

6. 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. If cluster boxes are considered, the location and parking area shall be reviewed by Department of Community Development staff in addition to Engineering staff.

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

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3. 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: _____

4. If necessary to supply subdivision improvements for the project, 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: _____

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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: _____

6. 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. If cluster boxes are considered, the location and parking area shall be reviewed by Department of Community Development staff in addition to Engineering staff.

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

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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.

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

8. The developer and all successors shall direct any potential purchaser of the development 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: _____

9. Due to its proximity to the existing surrounding residential development, construction hours shall be from 7:00 a.m. until 6:00 p.m., Monday through Saturday until the subdivision is completed. Due to the potential for hot weather concrete problems that may impair the quality of fresh or hardened concrete, scheduling of concrete pour shall be exempt Monday through Saturday from the above-restricted construction hours. All maintenance of equipment shall take place during the daylight hours only. Construction traffic shall not use existing interior residential streets that have driveway access as haul routes. This could present a hazard to children playing in those streets. The Department of Community Development shall determine compliance with this condition.

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

10. Trucks hauling excavated materials may cross Eagle Canyon Drive and Calle de la Plata or may enter within 500 feet of the intersection of Eagle Canyon Drive and the Pyramid Highway (SR 445) and the intersection of Calle de la Plata and the Pyramid Highway (SR 445) only between the hours of 9:00 a.m. and 3:00 p.m. Monday through Saturday. Compliance shall be determined by the staff of the Department of Community Development.

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

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

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

12. The applicant shall construct fencing along the perimeter of each proposed residential lot adjacent to the future collector street, Ember Drive, to be consistent in design and materials with the neighboring residential subdivisions. Compliance shall be determined by the staff of the Department of Community Development.

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

13. All open space on the final map shall be identified as common area or open space that will be dedicated to a public entity. A note on the final map shall indicate that all common areas shall be privately maintained and perpetually funded by the homeowners association. The deed to the open space and common areas shall reflect perpetual dedication for that purpose. The County Engineer shall be responsible for determining compliance with this condition.

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

CONDITIONS, COVENANTS AND RESTRICTIONS

14. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be submitted to the Community Development staff with all CC&R articles in which the County has interest duly marked, for review and subsequent forwarding to the District Attorney for review and approval. The CC&Rs shall be marked to indicate the page and paragraph of each of the items below or any conditions referencing CC&Rs. The final CC&Rs shall be signed and notarized by the owner(s) and submitted to the Community Development Department 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

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

- A. Maintenance of public access easements, common areas, and common open spaces. Provisions shall be made to monitor and maintain, for a period of three (3) years regardless of ownership, a maintenance plan for the common open space area. The maintenance plan for the common open space area shall, as a minimum, address the following:
 - 1) Vegetation management;
 - 2) Watershed management;
 - 3) Debris and litter removal;
 - 4) Fire access and suppression;
 - 5) Maintenance of public access and/or maintenance of limitations to public access.
- B. All drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by the Homeowners Association.
- C. The project and adjacent to undeveloped land shall maintain a fire fuel break of a minimum 30 feet in width until such time as the adjacent land is developed.
- D. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.
- E. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.
- F. No motorized vehicles shall be allowed on the platted common area.
- G. Mandatory solid waste collection.
- H. Fence material (if any), height, and location limitations, and re-fencing standards. Replacement fence must be compatible in materials, finish and location of existing fence.
- J. The common open spaces owned by the Homeowner's Association shall be noted on the final map as "common open space" and the related deed of

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conveyance shall specifically provide for the preservation of the common open space in perpetuity. The deed shall be presented with the CC&Rs for review by the Community Development staff and the District Attorney.

K. The following language shall be included:

"All vegetation and debris shall be removed from the main flow line of the drainage channels at least once every two years, or as often as necessary to maintain unobstructed flow. The maintenance plan shall mitigate insect development in the channel by preventing ponding water from standing longer than seven (7) days."

L. A disclosure statement shall be provided to each owner of property abutting public open space, i.e. drainage channel/pedestrian path, advising that a six-foot high fence shall be required and no gate or opening of any kind shall be permitted along any property lines bordering public open space.

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

GENERAL ENGINEERING CONDITIONS

15. Compliance with the following conditions shall be determined by the County Engineer prior to the recordation of a final map:
- A. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
 - B. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the water and sewer provider(s) and Engineering Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.
 - C. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable County Department shall be responsible for determining compliance with this condition.
 - D. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the onsite improvements. The County Engineer shall determine compliance with this condition.

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- E. 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 Homeowners Association. The County Engineer shall determine compliance with this condition. The maintenance of the common areas shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
- F. Any existing easements or utilities that conflict with the development shall be relocated, quitclaimed, and/or abandoned, as appropriate. The County Engineer shall determine compliance with this condition.
- G. Any easement documents recorded for the project shall include an exhibit map that shows the location and limits of the easement in relationship to the project. The County Engineer shall determine compliance with this condition.
- H. All existing overhead utility lines shall be placed underground, except electric transmission lines greater than 100 kilovolts, which can remain above ground. The County Engineer shall determine compliance with this condition.
- I. A complete set of construction improvement drawings, including an onsite grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best management practices (BMP's) and shall include detailed plans for grading and drainage for lots, project roadways, erosion control (including BMP locations and installation details), slope stabilization and mosquito abatement. A conceptual grading and drainage scheme shall be indicated for each lot on the grading plan. If drainage from one lot to another is proposed, then appropriate drainage easements shall be provided. Disposal of any excavated material onsite shall be indicated on the grading plans. The County Engineer shall determine compliance with this condition.
- J. Prior to issuance of any grading or building permits, a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency (FEMA) showing the respective area in a flood Zone X shall be obtained where the grading or building permit is located. The County Engineer shall determine compliance with this condition.
- K. Prior to ground-disturbing activity, a proposed Construction Traffic Haul Route Plan shall be submitted to the Engineering Division for review and approval. Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load capacity. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavement.

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ENGINEERING DRAINAGE CONDITIONS

16. Compliance with the following conditions shall be determined by the County Engineer prior to the recordation of a final map:
- A. The conditional approval of this tentative map shall not be construed as final approval of the drainage facilities shown on the tentative map. Final approval of the drainage facilities will occur during the final map review and will be based upon the final hydrology report.
 - B. Prior to finalization of the first final map, a master hydrology/hydraulic report and a master storm drainage plan shall be submitted to the County Engineer for approval.
 - C. Prior to finalization of any portion of the tentative map, a final, detailed hydrology/hydraulic report for that unit shall be submitted to the County Engineer. All storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.
 - D. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and grouted rock riprap shall be used to prevent erosion at the inlets and outlets of all culverts to the satisfaction of the Engineering Division.
 - E. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage leaving the site to the satisfaction of the Engineering Division.
 - F. The owner shall obtain from the Nevada Division of Environmental Protection a Stormwater Discharge Permit or Waiver for construction and submit a copy to the Engineering Division prior to issuance of a grading permit.
 - G. The Truckee Meadows Regional Stormwater Quality Management Program Construction Permit Submittal Checklist and Inspection Fee shall be submitted with each final map. The County Engineer shall determine compliance with this condition.
 - H. In medians 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 to the storm drain system or an acceptable alternative drainage system. The County Engineer shall determine compliance with this condition.
 - I. 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.
 - J. A note on the final map shall indicate that all drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by a homeowners association. As an alternative to a homeowners association, the developer may request the establishment of a

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- A. All roadway improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition
- B. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
- C. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet American Association of State Highway and Transportation Officials (AASHTO) sight distances and safety guidelines. No tree shall overhang the curb line of any public street. The County Engineer shall determine compliance with this condition.
- D. A note on each affected final map shall state that no direct access from individual lots shall be allowed onto Harris Ranch Parkway north of the intersection with Sugarloaf Peak Drive. The County Engineer shall determine compliance with this condition. This note shall also be included in the CC&R's to the satisfaction of the District Attorney's Office.
- E. For any utilities placed in existing County streets, the streets shall be repaired to the satisfaction of the County Engineer. At a minimum, this will require full depth removal and replacement of asphalt for half the street width, or replacement of non-woven pavement reinforcing fabric with a 2" asphalt overlay for half the street width. Type II slurry seal is required for the entire street width with either option. Full width street improvements may be required if the proposed utility location is too close to the centerline of the existing street.
- F. Streetlights shall be constructed to Washoe County standards at locations to be determined at the final design stage. The County Engineer shall determine compliance with this condition.
- G. AASHTO clear zones shall be determined for all streets adjacent to retaining walls or slopes steeper than 3:1. If a recoverable or traversable clear zone cannot be provided, an analysis to determine if barriers are warranted shall be submitted for approval. The County Engineer shall determine compliance with this condition.
- H. All retaining walls that are adjacent to, provide support for or retain soil from the County right-of-way shall be constructed of reinforced masonry block or reinforced concrete and designed by an engineer licensed in the State of Nevada. The County Engineer shall determine compliance with this condition.
- I. No retaining walls that retain soil from the County right-of-way or private right-of-way shall be located within a plowed snow storage easement. The County Engineer shall determine compliance with this condition.
- J. With the first unit, a final traffic report shall be prepared by a registered engineer and shall address traffic flow through adjacent neighborhoods, traffic flow to schools, acceleration/deceleration lanes, storage lanes, and access control.
- K. Ember Drive shall be constructed from Eagle Canyon Drive to Ruddy Court in accordance with the recommendations in the traffic report as

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prepared by Solaegui Engineers, LTD. dated December 4, 2006. No residential driveways shall be permitted on this segment with the exception of lot 127. The County Engineer shall determine compliance with this condition.

- L. A roundabout shall be constructed at the Eagle Canyon Drive/Ember Drive intersection. The roundabout shall contain one shared left turn-through lane and one right lane at the east and north approaches, and one lane from which all movements are made at the west and south approaches. The County Engineer shall determine compliance with this condition.
- M. The driveway for lot 127 shall line up with Goshute Lake Place and shall be constructed to promote forward movements on to Ember Drive from the driveway. The County Engineer shall determine compliance with this condition

WATER AND SEWER

18. Compliance with the following conditions shall be determined by the Department of Water Resources (DWR) prior to the prior to the recordation of a final map:
- A. The applicant shall dedicate necessary water rights prior to issuance of a Will-Serve letter by the DWR. A valid Will-Serve letter is a pre-requisite to approval and recordation of a final subdivision map. Necessary processing of water rights prior to the issuance of a Will-serve Letter may take six (6) months or longer. 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 Truckee Meadows Water Authority (TMWA). 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 DWR.
 - B. The Developer shall pay \$75.00 per lot to the DWR as their pro-rated share of the ongoing water and sewer facility plan for the Spanish Springs Valley prior to approval of each final map.
 - C. All fees shall be paid in accordance with Washoe County Ordinance prior to the approval of each final map.
 - D. Per the inter-local agreement between the City of Sparks and Washoe County, the applicant shall pay to Washoe County, the City of Sparks sewer connection fees as identified in the agreement.
 - E. Improvement plans shall be submitted and approved by DWR prior to approval of the final map. They shall be in compliance with Washoe County Design Standards and be designed by a professional engineer licensed to practice in the State of Nevada.

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- F. The Applicant shall submit an electronic copy of the street and lot layout for each final map at initial submittal time.
- G. The Developer shall construct and/or provide the financial assurance for the construction of any on-site and off-site water distribution and the sanitary sewer collection systems prior to signature on each final map. The financial assurance must be in a form and amount acceptable to the DWR.
- H. Approved improvement plans shall be used for the construction of on-site and off-site water distribution and sanitary sewer collection systems. The DWR will be responsible to inspect the construction of the water distribution and sanitary sewer collection systems.
- I. The water distribution and sanitary sewer collection systems must be offered for dedication to Washoe County along with the recordation of each final map.
- J. Easements and real property for all water distribution, sanitary sewer collection systems and appurtenances shall be offered for dedication to Washoe County along with the recordation of each final map.
- K. A master sanitary sewer report for the entire tentative map shall be prepared and submitted by the applicant's engineer at the time of the initial submittal for the first final map which addresses:
 - 1. the estimated sewage flows generated by this project,
 - 2. projected sewage flows from potential or existing development within tributary areas,
 - 3. the impact on capacity of existing infrastructure,
 - 4. slope of pipe, invert elevation and rim elevation for all manholes
 - 5. proposed collection line sizes, on-site and off-site alignment, and half-full velocities
- L. No Certificate of Occupancy will be issued until all the potable water and sewer collection facilities necessary to serve each final map have been completed and accepted.
- M. No permanent structures (including rockery or retaining walls, building's, etc.) shall be allowed within or upon any County maintained utility easement.
- N. The developers' engineer shall submit a plan or letter from the appropriate fire agency identifying the approved fire hydrant locations and indicating the fire flow and duration required for each final map. This information must

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accompany the water system improvements plans when submitted for initial review.

- O. A minimum 20-foot sanitary sewer and access easement shall be dedicated to Washoe County over any facilities not located in a dedicated right of way.
- P. A minimum 30-foot water main easement shall be dedicated to Washoe County over any facilities not located in a dedicated right of way.
- Q. A minimum 12-foot wide all weather sanitary sewer access road shall be constructed to facilitate access to off-site sanitary sewer manholes.
- R. All storm drain outlets that will be draining into any of the facility channels shall adequately protect that area from erosion i.e. riprap of adequate size and area.

VECTOR CONTROL CONDITIONS

- 19. Compliance with the following conditions shall be determined by the Vector Control Program of the District Health Department prior to the recordation of a final map:
 - A. The landscape design for front lots shall require three foot no sod setbacks from the back face of the sidewalk. If a curb is present without a sidewalk, the setback shall be three feet. The design shall be noted on the construction plans.
 - B. All roadside ditches approved with this project shall require concrete lining at the bottom.
 - C. Rock rip rap for mechanical slope stabilization shall be graded from three-quarter inch to the "D" size specified on the plans, four inches in depth and shall be placed as a mixed aggregate to discourage void formation for rodent habitat. This design criterion shall be noted on the construction plans.

REGIONAL PARKS AND OPEN SPACE CONDITIONS

- 20. Compliance with the following conditions shall be determined by the Department of Regional Parks and Open Space the prior to the recordation of a final map:
 - B. The developer shall provide a twenty (20) foot public access trail easement concurrent with the sanitary sewer easement corridor identified in Common Area A.

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- C. The developer shall provide a ten (10) foot public access trail easement along Common Area C. The developer shall construct at minimum a six (6) foot crusher fines multipurpose trail in compliance with Washoe County Green Book Standards. See trail detail attached.
 - D. The developer shall provide a ten (10) foot public access trail easement at Common Area A along drainage channel. The developer shall construct at minimum a 6ft. crusher fines multipurpose trail in compliance with Washoe County Green Book Standards. See trail detail attached.
 - E. The developer shall provide a twenty (20) foot public access trail easement concurrent with Common Area B.
 - F. The developer shall provide a twenty (20) foot public access trail easement at the northeast corner of lot 127 from the maintenance road to the detention facility. Alignment shall be coordinated at a later date in conjunction with the developer, Washoe County Regional Parks and Open Space, and Washoe County Water Resources.
21. All angles of the drainage ditches 90 degrees or greater shall be redesigned and shall specifically include the proposed underground facilities and piping concepts as presented at the February 27, 2007, Board of Commissioners meeting as shown on Plate 1, including Enlargements 1, 2, 3, 4, 5 and 6 (included now in the submitted proposal). The County Engineer shall determine compliance with this condition.

*** END OF CONDITIONS ***

Complete minutes will be available at www.washoecounty.us/clerks/minutes_division once approved by the Board.

Sincerely,

 Amy Harvey, County Clerk and
 Clerk of the Board of
 County Commissioners

Sg
 CC: Spanish Springs Associates Limited Partnership
 Robert Sader
 C&M Engineering and Design

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

25

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

OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

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 Delleria
Signature

9-15-10
Date

JAIME Delleria
Printed Name

4486242

07/01/2015 04:42:44 PM

Requested By
WASHOE COUNTY CLERK
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 6

CONFORMED COPY

(for Recorder's use only)

APN# _____

Recording Requested by:

Name: Washoe County Clerk
Address: 1001 E Ninth Street
City/State/Zip: Reno, NV 89520

When Recorded Mail to:

Name: Washoe County Community Services
Address: 1001 E Ninth Street
City/State/Zip: Reno, NV 89520

Mail Tax Statement to:

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

Notice of Action
Cancel Development Agreements
(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 Dellera, Deputy Clerk
Signature Title

JAIME DELLERA
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)

**NOTICE OF ACTION TO CANCEL DEVELOPMENT AGREEMENTS
AND RELEASE OBLIGATIONS OF ASSOCIATED ORDINANCES**

Spanish Springs Associates Limited Partnership (“SSALP”) and the County of Washoe (“County”) executed the development agreements (collectively, “Development Agreements”) listed below. MS Rialto Eagle Canyon North NV, LLC also was a party to the two development agreements for Eagle Canyon IV listed below. The Development Agreements were executed pursuant to NRS 278.0201 and Article 814 of the Washoe County Development Code and recorded in the office of the Recorder of Washoe County, Nevada as follows:

1. Eagle Canyon IV Subdivision.
 - a. that certain Agreement recorded on May 7, 2008 as Document No. 3647674; and
 - b. that certain Amended And Restated Agreement recorded on February 25, 2010 as Document No. 3852809.

2. Eagle Canyon V Subdivision.
 - a. that certain Agreement recorded on August 16, 2007 as Document No. 3566291; and
 - b. that certain Amended And Restated Agreement recorded on February 25, 2010 as Document No. 3852806.

3. Eagle Canyon VI Subdivision.
 - a. that certain Agreement recorded on February 24, 2009 as Document No. 3732550; and
 - b. that certain Amended And Restated Agreement recorded on February 25, 2010 as Document No. 3852808.

The following ordinances (collectively, “Ordinances”) were enacted by County in order to adopt the respective Development Agreements and recorded in the office of the Recorder of Washoe County, Nevada pursuant to NRS 278.0203 and 278.0207 and Article 814 of the Washoe County Development Code:

1. Eagle Canyon IV Subdivision.
 - a. that certain Ordinance 1427 recorded on September 15, 2010 as Document No. 3922546; and
 - b. that certain Ordinance 1365 recorded September 15, 2010 as Document No. 3922548.

2. Eagle Canyon V Subdivision.
 - a. that certain Ordinance 1430 recorded on September 15, 2010 as Document No. 3922543.

3. Eagle Canyon VI Subdivision.

- a. that certain Ordinance 1429 recorded on September 15, 2010 as Document No. 3922544; and
- b. that certain Ordinance 1391 recorded on September 22, 2010 as Document No. 3924766.

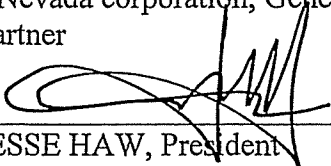
County and SSALP agree by mutual consent to cancel all Development Agreements pursuant to NRS 278.0205 and Section 110.814.40 of the Washoe County Development Code, and in addition to release all lien, charge and encumbrance of the Ordinances enacted in connection with those agreements against the real property described therein. The County hereby determines that cancellation of the Development Agreements is in the best interests of the County. MS Rialto Eagle Canyon North NV, LLC also agrees to the cancellation of the Development Agreements concerning the Eagle Canyon IV Subdivision to which it was a party, as well as to the release of all lien, charge and encumbrance of the Ordinances enacted in connection with those agreements against the real property described therein. The Chairperson of the Board of County Commissioners of County, the President of the General Partner, Hawco Development Company, of SSALP and the Nevada Manager for MS Rialto Eagle Canyon North NV, LLC, Lennar Reno, LLC, are hereby authorized to execute and record any notices or associated documents necessary to effectuate the purposes hereof.

[SIGNATURES ON NEXT PAGE]

LANDOWNER:

**SPANISH SPRINGS ASSOCIATES
LIMITED PARTNERSHIP, a Nevada
limited partnership**

By: Hawco Development Company,
a Nevada corporation, General
Partner

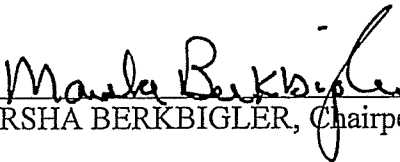
By: 

JESSE HAW, President

Date: 6.12.15

COUNTY:

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

By: 

MARSHA BERKBIGLER, Chairperson

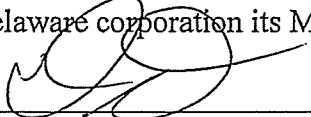
Date: 6-30-15

**MS RIALTO EAGLE CANYON
NORTH NV, LLC, a Delaware limited
liability company**

By: MS RIALTO RESIDENTIAL
HOLDINGS, LLC, a Delaware limited
liability company, its member

By: MSR HOLDING COMPANY, LLC, a
Delaware limited liability company, its
member

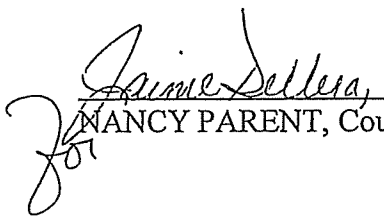
By: U.S. HOME CORPORATION, a
Delaware corporation its Manager

By: 

DUSTIN BARKER, Vice President

Date: 6/23/15

ATTEST:

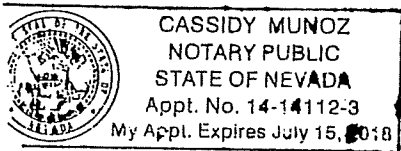


NANCY PARENT, County Clerk



STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

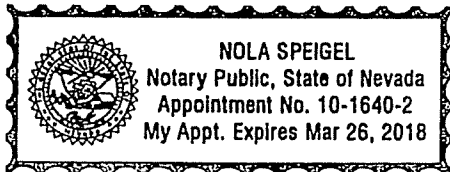
This instrument was acknowledged before me on June 12th, 2015 by JESSE HAW as President of HAWCO DEVELOPMENT COMPANY, a Nevada corporation, as General Partner of SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership.



NOTARY: Cassidy Munoz

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on July 1, 2015 by DUSTIN BARKER as Vice President U.S. HOME CORPORATION, a Delaware corporation, as Manager of MSR HOLDING CORPORATION, a Delaware limited liability company, as Member of MS RIALTO RESIDENTIAL HOLDINGS, LLC, a Delaware limited liability company, as Member of MS RIALTO EAGLE CANYON NORTH NV, LLC, a Delaware limited liability company.



NOTARY: Nola Speigel



WASHOE COUNTY RECORDER

OFFICE OF THE COUNTY RECORDER
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

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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 Sellers, Deputy Clerk
Signature

6-30-15
Date

JAIME SELLERS
Printed Name