Subject: Tentative Map Case Number TM06-002  
Applicant: Truckee Meadows Fire Protection District  
Agenda Item Number: 5A  
Project Summary: Construction and operation of a new fire station  
Prepared by: Roger Pelham, MPA, Senior Planner
Washoe County Community Services Department
Planning and Development Division  
Phone: 775.328.3622  
E-Mail: rpelham@washoecounty.us

Description

Tentative Subdivision Map Case Number TM06-002 (Autumn Wood) – To develop a 47-lot single-family townhome common open space subdivision on ±4.75 acres, as authorized in Article 608, Tentative Subdivision Maps, of the Washoe County Development Code.

- Applicant: DR Horton  
  Attn: Ted Brown  
  190 W. Huffaker Lane  
  Reno, NV 89511

- Property Owner: Zolezzi Venture, LLC.  
  Attn: Gary Duhon  
  12895 Welcome Way  
  Reno, NV 89511

- Location: Northwest corner of Zolezzi and Jeppson Lanes  
- Assessor’s Parcel Number: 044-320-48  
- Parcel Size: ± 4.75 acres  
- Master Plan Category: Suburban Residential (SR)  
- Regulatory Zone: Low Density Urban (LDU)  
- Area Plan: Southwest Truckee Meadows  
- Citizen Advisory Board: South Truckee Meadows / Washoe Valley  
- Development Code: Authorized in Article 608, Tentative Map  
- Commission District: 2 – Commissioner Lucey  
- Section/Township/Range: Section 17, T18N, R20E, MDM, Washoe County, NV
DESIGN REVIEW COMMITTEE / LANDSCAPING REVIEW

65. Prior to any ground disturbing activity or finalization of a final map, the developer shall submit a landscaping/architectural design plan to the Department of Community Development for review and approval by the Design Review Committee. Said plan shall address, but not be limited to:

1. Fencing.
2. Landscaping material.
3. Type and color of building material.
4. General architectural design.
5. Plant material: type, size at time of planting, maturation size at full growth, period of time between planting and full growth.
7. Landscaping irrigation system.

68. The applicant shall provide 10-foot tall trees, with 2” caliper to replace any mature trees along Zolezzi Lane, in addition to the 4 ½ tall landscaped buffer area. The Department of Community Development (Planning and Development) shall determine compliance with this condition.

Applicant: DR Horton, Attn.: Ted Brown, 190 W. Huffaker Lane, Reno, NV 89511

Property Owner: Zolezzi Venture, LLC, Attn: Gary Duhon, 12895 Welcome Way, Reno, NV 89511

Professional Consultant: Summit Engineering, Attn.: Robert Gelu, 5405 Mae Anne Avenue, Reno, NV 89523
Community Services Department
Planning and Development
DESIGN REVIEW COMMITTEE APPLICATION

Community Services Department
Planning and Development
1001 E. Ninth St., Bldg. A
Reno, NV 89520

Telephone: 775.328.3600
Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Development staff at 775.328.3600.

<table>
<thead>
<tr>
<th>Project Information</th>
<th>Staff Assigned Case No.:</th>
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<tbody>
<tr>
<td><strong>Project Name:</strong></td>
<td>AUTUMN WOOD</td>
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<tr>
<td><strong>Project Description:</strong></td>
<td>SUBDIVISION CONSISTING OF 46 SINGLE FAMILY UNITS IN 23 DUPLEXES</td>
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<tr>
<td><strong>Project Address:</strong></td>
<td>401 ZOLEZZI LANE RENO, NV 89511</td>
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<td><strong>Project Area (acres or square feet):</strong></td>
<td>4.75</td>
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<tr>
<td><strong>Project Location (with point of reference to major cross streets AND area locator):</strong></td>
<td>NW OF ZOLEZZI LANE &amp; ARROWCREEK PARKWAY INTERSECTION</td>
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**Indicate any previous Washoe County approvals associated with this application:**
Case No.(s). TM06-002; AC10-003; AC14-002

**Applicant Information** (attach additional sheets if necessary)

<table>
<thead>
<tr>
<th><strong>Property Owner:</strong> ZOLEZZI VENTURE, LLC</th>
<th><strong>Professional Consultant:</strong> SUMMIT ENGINEERING</th>
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<tbody>
<tr>
<td><strong>Name:</strong> GARY DUHON</td>
<td><strong>Name:</strong> ROBERT GELU</td>
</tr>
<tr>
<td><strong>Address:</strong> 12895 WELCOME WAY RENO, NV</td>
<td><strong>Address:</strong> 5405 MAE ANNE AVENUE RENO, NV</td>
</tr>
<tr>
<td><strong>Zip:</strong> 89511</td>
<td><strong>Zip:</strong> 89523</td>
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<tr>
<td><strong>Phone:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:gary@duhonlawltd.com">gary@duhonlawltd.com</a></td>
<td><strong>Phone:</strong> (775) 787-4331</td>
</tr>
<tr>
<td><strong>Cell:</strong></td>
<td><strong>Email:</strong> <a href="mailto:robert@summitnv.com">robert@summitnv.com</a></td>
</tr>
<tr>
<td><strong>Contact Person:</strong> GARY DUHON</td>
<td><strong>Contact Person:</strong> ROBERT GELU</td>
</tr>
<tr>
<td><strong>Applicant/Developer:</strong> D R HORTON</td>
<td><strong>Other Persons to be Contacted:</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> TED BROWN</td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> 190 W. HUFFAKER LN. RENO, NV</td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Zip:</strong> 89511</td>
<td><strong>Zip:</strong></td>
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</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:TSBrown@drhorton.com">TSBrown@drhorton.com</a></td>
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<td><strong>Cell:</strong></td>
<td><strong>Fax:</strong></td>
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<tr>
<td><strong>Contact Person:</strong> TED BROWN</td>
<td><strong>Email:</strong></td>
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**For Office Use Only**

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<td>Regulatory Zoning(s):</td>
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October 2016
Property Owner Affidavit

Applicant Name: D R HORTON

The receipt of this application at the time of submittal does not guarantee the application complies with all requirements of the Washoe County Development Code, the Washoe County Master Plan or the applicable area plan, the applicable regulatory zoning, or that the application is deemed complete and will be processed.

STATE OF NEVADA
COUNTY OF WASHOE

GARY DUHAN, as manager of ZOLEZI VENTURE, LLC
(please print name)

being duly sworn, depose and say that I am the owner* of the property or properties involved in this application as listed below and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true, and correct to the best of my knowledge and belief. I understand that no assurance or guarantee can be given by members of Planning and Development.

(A separate Affidavit must be provided by each property owner named in the title report.)

Assessor Parcel Number(s): 044-320-48

Printed Name Gary Duhan
Signed
Address 12895 WELCOME WAY, RENO, NV 89511

Subscribed and sworn to before me this 11th day of May, 2017

(Notary Stamp)

Notary Public in and for said county and state

My commission expires: 4-9-21

*Owner refers to the following: (Please mark appropriate box.)

☑ Owner
☐ Corporate Officer/Partner (Provide copy of record document indicating authority to sign.)
☐ Power of Attorney (Provide copy of Power of Attorney.)
☐ Owner Agent (Provide notarized letter from property owner giving legal authority to agent.)
☐ Property Agent (Provide copy of record document indicating authority to sign.)
☐ Letter from Government Agency with Stewardship
# ZOLEZZI VENTURE, LLC

## Business Entity Information

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## Additional Information

Central Index Key:

## Registered Agent Information

<table>
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<tr>
<th>Name:</th>
<th>GARY W DUHON</th>
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<tr>
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<td>12895 WELCOME WAY</td>
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<td>Address 2:</td>
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<td>Agent Type:</td>
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## Financial Information

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No stock records found for this company

## Officers

### Manager - RALPH M DANIEL

<table>
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<tr>
<th>Address 1:</th>
<th>PO BOX 18177</th>
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### Manager - GARY W DUHON

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## Actions\Amendments

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(No notes for this action)
ORDINANCE APPROVING “FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (AUTUMN WOOD PROJECT)”

SUMMARY: Amends a Development Agreement to extend the duration of the agreement to March 7, 2020 and to extend the deadline for filing a final map in Tentative Map Case Number TM06-002 (Autumn Wood Subdivision) from March 7, 2014, until March 7, 2018, with a possible extension of two years until March 7, 2020, at the discretion of the Director of Planning and Development.

BILL NO. 1709
ORDINANCE NO. 1528

AN ORDINANCE APPROVING A “FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (AUTUMN WOOD PROJECT)” AMENDING A DEVELOPMENT AGREEMENT ORIGINALLY APPROVED IN 2010 (AC10-003) REGARDING THE AUTUMN WOOD SUBDIVISION (APPROVED IN 2006 AS TENTATIVE MAP TM06-002). THIS AMENDMENT (CASE NO. AC14-002) EXTENDS THE DURATION OF THE AGREEMENT TO MARCH 7, 2020 AND EXTENDS THE DEADLINE FOR FILING THE NEXT IN A SERIES OF FINAL Amendment of Conditions AC14-002 for Development Agreement DA08-001 (TM06-002 Autumn Wood)
SUBDIVISION MAPS TO MARCH 7, 2018, WITH A POSSIBLE EXTENSION BY
THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DIVISION TO
MARCH 7, 2020. THE SUBDIVISION IS LOCATED ON THE NORTHWEST
CORNER OF ZOLEZZI AND JEPPSON LANES AND IS CURRENTLY
WHEREAS:

A. A tentative subdivision map for the proposed Autumn
Wood Subdivision was approved on or about March 7,
2006 as TM06-002; and

B. The deadline for filing a final map under NRS 278.360
was extended to March 7, 2010, under a Development
Agreement recorded on March 4, 2008, as Document
3626836, Official Records of Washoe County; and
further extended to March 7, 2014 by an Agreement
recorded May 14, 2010 as Document No 3881495, Official
Records Washoe County.

C. On a petition timely filed before the expiration date,
for good cause appearing, the current property owner
and the Board of County Commissioners desire to amend
the development agreement to extend the duration of
the agreement to March 7, 2020 and to further extend
the deadline for filing a final map to March 7, 2018,
with a possible further extension to March 7, 2020, at
the discretion of the Director of Planning and
Development for Washoe County; and

E. The Board determines that this action is being taken
under NRS 278.0205, and therefore is not a rule within
the meaning of NRS 237.060;

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF WASHOE DOES HEREBY ORDAIN:

SECTION 1.

The "First Amendment to Development Agreement (Autumn Wood
Project)" attached hereto as Attachment A is hereby
APPROVED by this ordinance. The Chairman is authorized to
execute and deliver it for recording in the official
records of Washoe County.
SECTION 2. General Terms.

1. All actions, proceedings, matters and things heretofore taken, had and done by the County and its officers not inconsistent with the provisions of this Ordinance are ratified and approved.

2. The Chairman of the Board and the officers of the County are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance. The District Attorney is authorized to make non-substantive edits and corrections to this Ordinance and the attached agreement.

3. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.

4. Each term and provision of this ordinance shall be valid and shall be enforced to the extent permitted by law. If any term or provision of this ordinance or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this ordinance. In any event, the remainder of this ordinance, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

This ordinance shall be in effect from and after its execution and publication as required by NRS 244.100 and any other enabling laws.
Passage and Effective Date (AC14-002, Autumn Wood)

This ordinance was proposed on 4-22-14 by Commissioner Humke.

This ordinance was passed on 5-13-14.

Those voting “aye” were Humke, Weber, Beckhilder & Hayfong

Those voting “nay” were None

Those absent were Jung

Those abstaining were None

This ordinance shall be in force and effect from and after the 23 day of May, 2014.

David Humke, Chairman
Washoe County Commission
Washoe County, Nevada

ATTEST:

Donna Paredes
County Clerk

Amendment of Conditions AC14-002 for Development Agreement DA08-001
(TM06-002 Autumn Wood)
Page 4 of 4
Development Agreement - Autumn Wood

(Building Agreement - Autumn Wood)

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)

[Signature]

Jaime Delleren

Supervisor

Signature

Jaime Delleren

Title

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)
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Autumn Wood Project)

Summary: Extends duration of agreement to March 7, 2020 and the deadline for filing first final map on Autumn Woods Subdivision (TM 06-002) to March 7, 2018 with possible administrative extension to March 7, 2020 on approval of the Director of Planning and Development.

THIS AMENDMENT OF AGREEMENT ("First Amendment") is made by and between the following parties and involves the following Tentative Subdivision Map on the following Property:

Landowner Zolezzi Ventures, LLC, a Nevada limited liability company

County Washoe County, a political subdivision of the State of Nevada
1001 East 9th Street
Reno, Nevada 89520-3083
Attn: Planning and Development Division

Property Approximately 4.75 acres of land located on northwest corner of Zolezzi and Jeppson Lanes in the City of Reno, more particularly described in Exhibit A, APN 044-320-48

Tentative Map Tentative Subdivision Map TM06-002 (Autumn Wood) approved on March 7 2006.
1. **RECITALS**

1.1 On March 7, 2006, County issued an Action Order conditionally approving the Tentative Map on an application submitted by ERD Development, LLC/STFC Properties, LLC. Alpha Homes, LLC purchased the Property and the accompanying Tentative Map from ERD Development, LLC on April 28, 2006. Subsequently, City National Bank acquired the property and the Tentative Map from Alpha Homes by foreclosure, and Zolezzi Ventures, LLC acquired the Property and Tentative Map from City National Bank and is now the owner of the Property.

1.2 NRS 278.360 (at the time of the Tentative Map was approved) requires that a final subdivision map must be approved and recorded within two years from the date when the tentative map is approved, unless extended by a development agreement entered into pursuant to NRS 278.0201 et seq. On February 26, 2008, County entered into a development agreement (Case No. DA 08-001) extending the deadline for filing a final map to March 7, 2010. That development agreement was recorded as Doc # 3626836.

1.3 After acquiring the Property through foreclosure, City National Bank and the County subsequently entered into a Development Agreement to further extend the deadline for filing a final map to March 7, 2012, subject to the possibility of an administrative extension until March 7, 2014 (the “Development Agreement.”). The Development Agreement was approved by ordinance and recorded as Document # 3881495, Official Records, Washoe County. A copy of the Development Agreement is attached hereto as Exhibit B. As authorized by the Development Agreement the deadline for filing a final map was administratively extended to March 7, 2014 by the Director of Community Development for Washoe County.

1.4 Before March 7, 2014, Developer timely filed for a further extension of the deadline, and, as authorized by NRS 278.0205, the parties desire to amend the Development Agreement and to further extend the deadline for filing a final map on the Autumn Wood Tentative Map as provided herein.

NOW THEREFORE the parties agree as follows:

2. **AMENDMENTS TO DEVELOPMENT AGREEMENT**

2.1 The Development Agreement is hereby amended as follows and in all relevant places to accomplish the intents and purposes stated herein.

2.2 **Duration.** Paragraph 2.1.B of the agreement is hereby amended to provide that this agreement expires on March 7, 2020, unless sooner terminated as provided herein or under NRS 278.0205.

2.3 **Extension of Time to Record Final Map.** Section 2.3 of the Development Agreement is amended and restated to read as follows:
2.3 **Extension of Time To Record Final Map.** The parties hereby agree that the maximum limit of the time for Landowner to record the Final Map or first in a series of final maps shall be extended for four (4) years, from March 7, 2014, to March 7, 2018. An additional 2 year extension of time for Landowner to file a Final Map or first in a series of final maps, from March 7, 2018 until March 7, 2020, may be approved by the Director of Community Development in his/her sole discretion. If a final map is not filed by the filing deadline, this Agreement and all proceedings with respect to Tentative Map TM06-002 (Autumn Wood) terminate without further notice.

3. **NO OTHER CHANGES**

Except as expressly provided herein, the Development Agreement shall remain unchanged and in full force and effect.

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

**LANDOWNER:**
Zolezzi Venture, LLC

By: ___________________________ Date: __3/28/14__

Gary Duhon, Manager

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

By: ___________________________ Date: __May 13, 2014__

David Humke, Chairman
Board of County Commissioners

Date: __May 13, 2014__

**Attest:**

Nancy Parent
County Clerk
STATE OF NEVADA  )
   ) Acknowledgement in Representative Capacity
COUNTY OF WASHOE  ) (NRS 240.1665)

This Instrument was acknowledged before me on 3/28/14
By Gary Duhon as Manager of Zolezzi Ventures LLC, a Nevada limited liability company.

JACKI LEWIS
NOTARY PUBLIC
STATE OF NEVADA
MY COMM EXP 12-19-2016
CERTIFICATE NO: 13-9687-2

STATE OF NEVADA  )
   ) Acknowledgement in Representative Capacity
COUNTY OF WASHOE  ) (NRS 240.1665)

This Instrument was acknowledged before me on May 13, 2014
By Dave Humke as Chairman of the Board of County Commissioners of Washoe County.

* First Amendment to Development Agreement.

NOTARY PUBLIC

NANCY L. PARENT
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-6805-2 - Expires October 24, 2017
EXHIBIT "A"

Legal Description APN: 044-320-48

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:
All that certain real property situate within the Southwest quarter (SW 1/4) of Section Seventeen (17), Township Eighteen North (T. 18 N.), Range Twenty East (R. 20 R), M.D.M., being more particularly described as follows:
Commencing at the Northwest corner of Parcel A of Parcel Map #1610, recorded on March 14, 1984 as File No. 912575 in the Official Records of Washoe County, Nevada;
Thence along the West lines of Parcels A and B of said Parcel Map #1610 and the West right-of-way line of Jeppson Lane, a private road, South 00°34’07” East, 870.29 feet (P/M #1610 - S 00°34’50” E) to the POINT OF BEGINNING.
Thence from the Point of Beginning, South 74023’32” West, 355.45 feet;
Thence South 89°56’09” West, 320.72 feet;
Thence South 21°38’01” East, 335.92 feet to the North right-of-way line of Zolezzi Lane;
Thence along said North right-of-way line, the following two courses:
South 87°24’14” East 42.26 feet;
South 89°44’04” East, 501.10 feet to the West right-of-way line of said Jeppson Lane;
Thence along said West right-of-way line, North 00°34’07”t West, 412.51 feet to the Point of Beginning.
Basis of Bearings: The rear lines of those parcels abutting South Virginia Street as shown on Record of Survey Map #2288, recorded April 19, 1991, Official Records, Washoe County, Nevada, taken as North 26°40’ West
Reference is hereby made to that certain Record of Survey Map No. 3182 for a Boundary Line Adjustment recorded in the office of the Washoe County Recorder, State of Nevada on February 5, 1997 as Document No. 2070429, Official Records.
APN: 044-320-48

Recording Requested By:
Name: City National Bank
Address: 555 S. Flower Street, 16th Floor
City/State/Zip: Los Angeles, California 90071

When Recorded Mail To:
Name: City National Bank
Address: 555 S. Flower Street, 16th Floor
City/State/Zip: Los Angeles, California 90071

Mail Tax Statement To:
Name: City National Bank
Address: 555 S. Flower Street
City/State/Zip: Los Angeles, CA 90071

AGREEMENT

(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 239E.030)

☐ 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)

Signature
Lynne W. Sullivan

Printed Name
Vice President, City National Bank

Title

Company

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)

Amendment of Conditions AC14-002 for
Development Agreement DA08-001 (TM06-002 Autumn Wood)
AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between City National Bank, a National Banking Association, ("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 044-320-48 consisting of 4.75 acres located on the northwest corner of Zolezzi and Jeppson Lanes in the City of Reno (the "Property") as more particularly described in Exhibit "A" attached hereto, which is subject to the South Virginia Corridor Specific Plan (SVCSP) within the Southwest Truckee Meadows Area Plan.

1.2 Tentative Map. The Property has a County land use designation of Low Density Urban ("LDU"), which allows a density of 10 dwelling units per acre for single family homes. On March 7, 2006, County issued an Action Order conditionally approving a tentative map application submitted by ERD Development, LLC/STFC Properties, LLC, known as Tentative Subdivision Map Case File No. TM06-002 (Autumn Wood) (the "Tentative Map"). Alpha Homes, LLC purchased the Property and the accompanying Tentative Map from ERD Development, LLC. on April 28, 2006. On February 26, 2008, the Washoe County Board of County Commissioners adopted an Ordinance pursuant to NRS 278.0201 through 278.0207, which formally approved the Development Agreement Case No. DA08-001 in support of the Autumn Wood project. The sole purpose of the Development Agreement (recorded document # 3626836) was to extend the expiration date of the Autumn Wood subdivision map until March 7, 2010 on APN 004-320-48. Landowner acquired the Property and the accompanying Tentative Map through foreclosure proceedings from Alpha Homes, LLC on November 20, 2009. The development of the Property must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the "Code").

1.3 Final Map Requirement. Pursuant to NRS 278.360(1), unless parties have entered into an agreement concerning the development of land authorized by NRS 278.0201, Landowner must cause its first final map (the "Final Map"), to be recorded prior to the expiration of two (2) years after approval of the Tentative Map, which is March 7, 2008.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 Compliance with NRS 278.0201 and Code. This Agreement is an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Code. 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 elements are described:

A. the land which is subject to this Agreement is the Property;

   Amendment of Conditions AC14-002 for Development Agreement DA08-001 (TM06-002 Autumn Wood)
B. the duration of this Agreement commences upon execution hereof by the last party and expires on March 7, 2012; and,

C. the permitted uses on the Property, the density or intensity of its use, the maximum height and size of proposed buildings, and the provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and Code.

2.2 Public Improvements. Terms and conditions relating to construction and financing of necessary improvements and facilities, including participation in special assessment district proceedings, if necessary, are contained in the Tentative Map.

2.3 Extension of Time to Record Final Map. The parties hereby agree that the maximum limit of the time for Landowner to record the Final Map shall be extended for two (2) years, from March 7, 2010, to March 7, 2012. An additional 2 years of time may be extended under the approval of the Director of Community Development.

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

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 or 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 delay.

3.3 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

3.4 Professional Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorney's fees and costs and expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. For the purpose of this agreement, the terms "attorneys' fees" or "costs and expenses" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photocopying, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" and "attorneys' fees and costs" shall also include, without limitation, all such fees and expenses incurred
with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred. The term "attorney" shall have the same meaning as the term "counsel".

3.5 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.

3.6 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.

3.7 Days of Week. If any date for performance herein fall 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.

3.8 Written Amendments. This Agreement may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing, duly executed by both parties. 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.

3.9 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 the Agreement.

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

LANDOWNER:
City National Bank, a National Banking Association

By: ______________________________
Name: Lynne W. Sullivan
Its: Vice President

Date: 3/22/10

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

By: ______________________________
DAVID HUMKER, Chairman

Date: 3/4/10

ATTEST:

AMY HARVEY, County Clerk

Amendment of Conditions AC14-002 for Development Agreement DA08-001 (TM06-002 Autumn Wood)
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On 3/23/10 before me, E.W. Mickle, Notary Public, personally appeared Lynne Co. Sullivan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: __________________________________________

Document Date: ______________________ Number of Pages: ________________

Signer(s) Other Than Named Above: ______________________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________________

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ____________________________

Signer Is Representing: __________________________________________

Right Thumbprint

Top of thumb here

Signer's Name: ____________________________

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ____________________________

Signer Is Representing: __________________________________________
EXHIBIT "A"
Legal Description
APN: 044-320-48

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

All that certain real property situate within the Southwest quarter (SW 1/4) of Section
Seventeen (17), Township Eighteen North (T. 18 N.), Range Twenty East (R. 20 E.), M.D.M.,
being more particularly described as follows:

Commencing at the Northwest corner of Parcel A of Parcel Map #1610, recorded on March 14,
1984 as File No. 912575 in the Official Records of Washoe County, Nevada;

Thence along the West lines of Parcels A and B of said Parcel Map #1610 and the West right-
of-way line of Jeppson Lane, a private road, South 00°34'07" East, 870.29 feet (P/M #1610 - S
00°34'50" E) to the POINT OF BEGINNING.

Thence from the Point of Beginning, South 74°23'32" West, 355.45 feet;

Thence South 89°56'09" West, 320.72 feet;

Thence South 21°38'01" East, 335.92 feet to the North right-of-way line of Zolezzi Lane;

Thence along said North right-of-way line, the following two courses:

South 87°24'14" East 42.26 feet;
South 89°44'04" East, 501.10 feet to the West right-of-way line of said Jeppson Lane;

Thence along said West right-of-way line, North 00°34'07" West, 412.51 feet to the Point of
Beginning.

Basis of Bearings: The rear lines of those parcels abutting South Virginia Street as shown on
Record of Survey Map #2288, recorded April 19, 1991, Official Records, Washoe County,
Nevada, taken as North 26°40' West.

Reference is hereby made to that certain Record of Survey Map No. 3182 for a Boundary Line
Adjustment recorded in the office of the Washoe County Recorder, State of Nevada on February

NOTE: Legal description previously contained in Document No. 2539124 recorded on March

Amendment of Conditions AC14-002 for
Development Agreement DA08-001 (TM06-002 Autumn Wood)
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.

[Signature]
Jaime Dellerca

[Date]
5-16-19

[Printed Name]
Jaime Dellerca
AMENDED ACTION ORDER

August 8, 2006

ERD Development, LLC
Attn: Kevin Knecht
P.O. Box 10565
Reno, NV 89510

STFC Properties, LLC
Attn: Ron Gerdner
430 Bavarian
Carson City, NV 89705

Dear Applicant and Property Owner:

As filed with the Department of Community Development, the Washoe County Planning Commission, at its regular meeting of March 7, 2006, approved the following with seventy-four (74) conditions:

TENTATIVE SUBDIVISION CASE NO. TM06-002 (AUTUMN WOOD) – To develop a 47-lot single-family townhome common open space subdivision on ±4.75 acres, as authorized in Article 608, Tentative Subdivision Maps, of the Washoe County Development Code. Lot size will be ±1,595 square feet in a duet configuration. The project is located on the northwest corner of Zolezzi and Jeppson Lanes and is currently developed as a mobile home park. The subject parcel is designated Low Density Urban (LDU) in the Southwest Truckee Meadows Area Plan, and is situated in a portion of Section 17, T18N, R20E. The property is located within the Southwest Truckee Meadows Citizen Advisory Board boundary, Washoe County Commission District No. 2 and the City of Reno Area of Interest. (APN: 044-320-48)

The approval of the tentative subdivision map was based on the following findings:

1. **Plan Consistency.** That the proposed map is consistent with the Comprehensive Plan and the South Virginia Corridor Specific Plan (SVCSP) within the Southwest Truckee Meadows Area Plan;

2. **Design or Improvement.** That the design or improvement of the proposed subdivision is consistent with the Comprehensive Plan, and the South Virginia Corridor Specific Plan (SVCSP) within the Southwest Truckee Meadows Area Plan;

3. **Type of Development.** That the site is physically suited for a 47-lot single-family townhome subdivision;

4. **Availability of Services.** That, as conditioned, the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System;
5. **Fish or Wildlife.** That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage or substantial and avoidable injury to any endangered plant, wildlife or their habitat;

6. **Public Health.** That the townhome (Duet) design of the subdivision or type of improvement is not likely to cause significant public health problems;

7. **Easements.** That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision;

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 is 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; and

11. **Reasoned Consideration.** That the Planning Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

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

Yours truly,

Adrian P. Freund, AICP
Director and Secretary to the Planning Commission

APF/SM/cm (TM06-002f1)

Blaine Cartridge, District Attorney’s Office; Bryan Tyre, District Health Department; Jim Schaffer, District Health Department; Marge Clausen, Assessor’s Office (CAAS); Theresa Wilkins, Chief Appraiser, Assessor’s Office; David Lindsey, Department of Water Resources; Engineering Division; Reno Fire Department, Daniel Birkel, Nevada Division of Environmental Protection, 333 West Nye Lane, Suite 138, Carson City, NV 89706; Regional Transportation Commission, Attn: Debra Goodwin, 600 Sutro Street, Reno, NV 89502; Vanessa Dunnican, Public Policy, Accountability & Assessment, Washoe County
Letter to: ERD Development, LLC/STFC Properties, LLC
Subject: Tentative Subdivision Map No. TM06-002
Date: August 8, 2006
Page: 3

School District, PO Box 30425, Reno, NV 89520-3425; Truckee Meadows Regional Planning Agency, Chamber Towers, One East First Street, Suite 900, Reno, NV 89501-1625; Chair, Southwest Truckee Meadows Citizen Advisory Board.
Pursuant to NRS 278.349, when contemplating action on a tentative subdivision map, the governing body, or the planning commission if it is authorized to take final action on a tentative map, shall consider:

(a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;

(b) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;

(c) The availability and accessibility of utilities;

(d) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks;

(e) Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;

(f) General conformity with the governing body's master plan of streets and highways;

(g) The effect of the proposed subdivision on existing public streets and the need for new streets and highways to serve the subdivision;

(h) Physical characteristics of the land such as floodplain, slope and soil; and

(i) The recommendations and comments of those entities reviewing the tentative map pursuant to NRS 278.330 and 278.335.

(j) The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.
CONDITIONS FOR  
TENTATIVE SUBDIVISION MAP CASE NUMBER TM06-002  
AUTUMN WOOD  
(As approved by the Washoe County Planning Commission on March 7, 2006)

THE TENTATIVE MAP APPROVAL ALLOWS THE SUBDIVIDER TO PROCEED WITH  
FULFILLING THE CONDITIONS OF APPROVAL AND RECORD A FINAL MAP FOR ALL,  
OR PORTIONS OF, THE DEVELOPMENT WITHIN TWO (2) YEARS FROM THE DATE OF  
THE PLANNING COMMISSION ACTION. FAILURE TO RECORD THE FIRST FINAL MAP  
WITHIN TWO (2) YEARS OF THE PLANNING COMMISSION ACTION, OR FAILURE TO  
RECORD THE LATEST MAP IN A SERIES WITHIN ONE (1) YEAR AFTER THE DATE OF  
The most recently recorded map, shall terminate all proceedings  
concerning the subdivision.

UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE  
TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL  
ASSURANCES TO ENSURE COMPLETION OF THE CONDITIONS MUST BE PROVIDED.  
The agency responsible for determining compliance with a specific  
condition shall determine whether the condition must be fully  
completed or whether the applicant shall be offered the option of  
providing financial assurances.

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

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION, DEPARTMENT OF  
WATER RESOURCES AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT STAFF  
AT LEAST SIXTY (60) DAYS BEFORE THE ANTICIPATED DATE OF THE FINAL MAP  
RECORDATION 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.

REQUESTS FOR EXTENSION OF TIME FOR SUBSEQUENT FINAL MAPS MUST BE  
SUBMITTED TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT LEAST SIXTY  
(60) DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP.

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

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.

<table>
<thead>
<tr>
<th>Regulatory Zone for Review Purposes</th>
<th>Low Density Urban (LDU) Land Use Designation (Max. 10 unit/acre)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area Required</td>
<td>3,700 square feet</td>
</tr>
<tr>
<td>Minimum Lot Width</td>
<td>60 feet</td>
</tr>
<tr>
<td>Minimum Front Yard</td>
<td>*15 feet</td>
</tr>
<tr>
<td>Minimum Side Yard</td>
<td>*5 feet</td>
</tr>
<tr>
<td>Minimum Rear Yard</td>
<td>*20 feet</td>
</tr>
<tr>
<td>Maximum Building Height</td>
<td>35 feet/2 story maximum</td>
</tr>
</tbody>
</table>

Note: Variances to these standards may be processed per Washoe County Code. The Department of Community Development shall be responsible for determining compliance with this condition.

*The development will be varying from these standards for the type of project, and providing greater rear yard setbacks, greater side yard setbacks between structures; and maintain a zero front yard setback due to the private driveways.

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

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

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

3. The subdivider shall present to Washoe County a final map, prepared in accordance with the tentative map, for the entire area for which a tentative map has been approved, or one of a series of final maps, each covering a portion of the approved tentative map, within two years after the date of approval of the tentative map or within one year of the date of approval for subsequent final maps. On subsequent final maps, that date may be extended by one year if the extension request is received prior to the expiration date.

Final Map Verification: Phase/Unit No.:___________ Date Submitted:__________________
Where/How Condition is Satisfied:__________________________________________
4. Final maps shall be in substantial compliance with all plans and documents submitted with and made part of this tentative map request, as may be amended by action of the final approving authority. Substantial compliance shall be determined by the applicable agency and the Department of Community Development.

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

5. 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 set of reproducible as-build construction drawings prepared by a civil engineer registered in the State of Nevada.

6. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable department of Washoe County shall determine compliance with this condition.

7. 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.

The Department of Community Development shall be responsible for determining compliance with this condition.

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

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

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

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

Final Map Verification: Phase/Unit No.: Date Submitted: Where/How Condition is Satisfied:
9. 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.

10. The developer and all successors shall direct any potential purchaser of the site to meet with the Department of Community Development to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Community Development of the name, address, telephone number and contact person of the new purchaser within thirty (30) days of the final sale.

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

11. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best management practices (BMPs) and shall include detailed plans for grading and drainage on each lot, erosion control (including BMP locations and installation details), slope stabilization and mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan. The County Engineer shall determine compliance with this condition.

12. 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.

13. 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.

14. 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.

15. 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.

16. Documentation of legal access over the proposed secondary access routes located on private property (Jeppson Lane and the private drive to the west boundary) shall be provided prior to approval of the affected final map. The County Engineer shall determine compliance with this condition.
DRAINAGE/GRADING/TRAFFIC

17. 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. The Engineering Division shall determine compliance with this condition.

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

18. 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. The County Engineer shall determine compliance with this condition.

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

20. Any increase in stormwater runoff resulting from the development and based on the 5- and 100-year storm(s) shall be detained. The County Engineer shall determine compliance with this condition.

21. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage leaving the site to the satisfaction of the Engineering Division. The Engineering Division shall determine compliance with this condition.

22. The 100-year floodplain boundaries and flood elevations shall appear on each final map. If the floodplain boundary has been conditionally changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map. The County Engineer shall determine compliance with this condition.

23. 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. The County Engineer shall determine compliance with this condition.

24. 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.

25. 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 County Utility Service Area under which fees would be paid for
maintenance of the proposed storm drainage detention facility. The fee amount will be based on the additional service above that normally provided by the County to maintain new stormwater facilities dedicated by the developer (i.e., curb and gutter, drop inlets and piping). The County Engineer shall determine compliance with this condition. The maintenance and funding of these drainage facilities shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.

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

27. All slopes steeper than 3:1 shall be mechanically stabilized to control erosion. As an alternative to riprap, an engineered solution (geofabric, etc.) may be acceptable. The County Engineer shall determine compliance with this condition.

28. Maintenance access and drainage easements shall be provided for all existing and proposed drainage facilities. The County Engineer shall determine compliance with this condition.

29. The master hydrology/hydraulic report shall include a current site specific analysis of the impacts of flows from the northern two branches of Whites Creek based on the criteria established in the Preliminary Whites Creek Basin Management Study prepared by Cella Barr Associates, dated August 17, 1994 (Cella Barr Report). For units located outside the FEMA flood hazard areas, finished floor elevations shall be set in compliance with the mass grading requirements of the Cella Barr Report. For units located within FEMA flood hazard areas, finished floor elevations shall be set at the higher of either the FEMA requirements or the Cella Barr Report. The County Engineer shall determine compliance with this condition.

30. 100-year flows from Whites Creek that are carried in the proposed streets shall not exceed one foot of depth at the gutter flowline, and the depth of flow multiplied by the velocity of flow shall not exceed six sq.ft./sec. The County Engineer shall determine compliance with this condition.

31. A note on the final map shall identify the following:

A. Any proposed fencing within the floodplain requires approval of the Washoe County Engineer, and fencing shall be designed not to obstruct flood flows.

B. Structures located within a FEMA flood hazard area must comply with the Washoe County Development Code Article 416, Flood Hazards and the final approved hydrology/hydraulic report.

The County Engineer shall determine compliance with this condition.
32. 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.

33. If the private streets will be named, street names shall be reviewed and approved by the Regional Street Naming Coordinator. The County Engineer shall determine compliance with this condition.

34. 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. The County Engineer shall determine compliance with this condition.

35. 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.

36. The conditions, covenants and restrictions (CC&Rs) shall prominently note to the satisfaction of the District Attorney's Office and the County Engineer that Washoe County will not assume responsibility for maintenance of the development's private street system or accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of the offer of dedication. The County Engineer shall determine compliance with this condition.

37. Adequate snow storage easements shall be identified on the final plat. The County Engineer shall determine compliance with this condition.

38. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet AASHTO sight distances and safety guidelines. A minimum vertical clearance of 13.5 feet shall be maintained over all private streets, and no tree shall overhang the curb of any public street. The County Engineer shall determine compliance with this condition.

39. If the Engineering Division does not inspect the subdivision improvements, prior to release of any financial assurances for the private improvements, the development shall provide the Engineering Division with a letter, prepared by a civil engineer licensed in the State of Nevada, certifying that the private improvements have been constructed in accordance with the approved plans. The County Engineer shall determine compliance with this condition.

40. Any landscaping within the County right-of-way will require a Revocable Encroachment Permit and will be approved on a case-by-case basis. Washoe County will not maintain landscaping in the right-of-way. Maintenance responsibility for any landscaping within
the right-of-way shall be addressed prior to the finalization of the affected final map. The County Engineer shall determine compliance with this condition.

41. The access driveway width off Zolezzi Lane shall be a minimum of 36 feet wide. The County Engineer shall determine compliance with this condition.

42. The minimum spacing between the project driveway and Jeppson Lane and Valley Springs shall be 200 feet. The Engineering Division shall determine compliance with this condition.

43. The parking stalls immediately opposite the main entry driveway will not be allowed. The Engineering Division shall determine compliance with this condition.

44. The applicant shall construct a bicycle lane on the north side of Zolezzi Lane. The Engineering Division shall determine compliance with this condition.

45. The applicant shall construct a deceleration lane at the main entrance/driveway on Zolezzi Lane. The Engineering Division shall determine compliance with this condition.

46. Final lot configuration is dependent on the final map submittals. The County Engineer shall determine compliance with this condition.

**HEALTH, WATER AND SEWER**

47. Truckee Meadows Water Authority (TMWA), as the water purveyor for this project, will determine the necessary water rights. Said water rights shall be dedicated to Washoe County prior to approval of each final map. The water rights must be in good standing with the State Division of Water Resources and shall reflect the point of diversion, place of use, and manner of use satisfactory to the Department of Water Resources (DWR). Washoe County, in turn, will execute a 99-year water sale (lease) agreement to make the water rights available to TMWA. The DWR shall determine compliance with this condition.

48. The Developer shall pay $50.00 per lot, prior to recordation of each final map, to the DWR as their prorated share of the ongoing sewer facility plan for the South Truckee Meadows. The DWR shall determine compliance with this condition.

49. All fees shall be paid in accordance with Washoe County Ordinance prior to the approval of each final map. The DWR shall determine compliance with this condition.

50. Improvement plans shall be submitted and approved by DWR prior to approval of each 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. The DWR shall determine compliance with this condition.

51. The Developer shall construct and/or provide the financial assurance for the construction of the sanitary sewer collection systems prior to approval of each final map. The financial assurance must be in a form and amount acceptable to the DWR. The DWR shall determine compliance with this condition.
52. DWR approved improvement plans shall be used for the construction of on-site and off-site sanitary sewer collection system. The DWR will be responsible to inspect the construction of the domestic sanitary sewer collection system, or appurtenant facilities. The DWR shall determine compliance with this condition.

53. The sanitary sewer collection systems must be offered for dedication to Washoe County along with the recordation of each final map. The DWR shall determine compliance with this condition.

54. Easements and real property for the sanitary sewer collection systems and appurtenances shall be offered for dedication to Washoe County respectively along with the recordation of each final map. The DWR shall determine compliance with this condition.

55. 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:

a. the estimated sewage flows generated by this project,

b. projected sewage flows from potential or existing development within tributary areas,

c. the impact on capacity of existing infrastructure,

d. slope of pipe, invert elevation and rim elevation for all manholes,

e. and proposed collection line sizes, on-site and off-site alignment, and half-full velocities.

The DWR shall determine compliance with this condition.

56. No Certificates of Occupancy will be issued until sanitary sewer facilities necessary to serve each final map have been completed and accepted for operation and maintenance by the DWR. The DWR shall determine compliance with this condition.

57. No building permits shall be released until an application for service is received and a sewer lateral permit is issued. The DWR shall determine compliance with this condition.

58. No permanent structures (including retaining or rockery walls, or buildings, etc.) shall be allowed within or upon any County maintained utility easement. The DWR shall determine compliance with this condition.

**REGIONAL TRANSPORTATION COMMISSION**

59. It is recommended that the applicant be required to develop a plan to identify the location of transit facilities and related features should transit service be extended in the future to the project site. The applicant and the Regional Transportation Commission shall work together on this recommendation. The Regional Transportation Commission shall determine compliance with this condition.

**FIRE DEPARTMENT**

60. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the Reno Fire Department. Those concerns
are fire hydrant number and location, and emergency access. Access and fire flows concerns shall be addressed prior to the introduction of any combustible materials to the site. The Reno Fire Department shall determine compliance with this condition. The applicant shall provide the Department of Community Development with acknowledgement of compliance with this condition.

61. The private street widths shall be 24 feet from face of curb to face of curb, and off-street parking shall be provided for in the designated parking areas that are evenly dispersed throughout the site; and the appropriate signage is required indicating that on-street parking is prohibited. The Reno Fire Department shall determine compliance with this condition.

62. Turns along the fire apparatus access roadways shall provide a minimum 40-foot centerline turning radius. The design of the two exterior gates, which restrict access to this site, shall be subject to the approval of the Reno Fire Department. A chain with a padlock arrangement is an approved method for the gates. The Reno Fire Department shall determine compliance with this condition.

CONDITIONS, COVENANTS AND RESTRICTIONS

63. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be submitted to the Community Development staff for review and subsequent forwarding to the District Attorney for review and approval. The final CC&Rs shall be signed and notarized by the owner(s) and submitted to 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 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 and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowners association.
c. All open space identified as common area on the final map shall be privately maintained and perpetually funded by the homeowners association. The maintenance of the common areas and related improvements shall be addressed in the CC&Rs to the satisfaction of the District Attorney’s Office.

d. The project, if 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.

e. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.

f. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.

g. No motorized vehicles shall be allowed on the platted common area.

h. Washoe County will not assume responsibility for maintenance of the private street system of the development nor will Washoe County accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of offer for dedication.

i. Mandatory solid waste collection.

j. Fence material, height, and location limitations, and re-fencing standards. Replacement fence must be compatible in materials, finish and location of existing fence.

k. The common open space owned by the homeowners association shall be noted on the final map as “common open space,” and the related deed of conveyance shall specifically provide for the preservation of the common open space in perpetuity. The deed shall be presented with the CC&Rs for review by the Community Development staff and the District Attorney, prior to the recordation of the first final map.

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

WASHOE—STOREY CONSERVATION DISTRICT CONDITIONS

64. A review letter from the Washoe-Storey Conservation District (WSCD) shall be submitted to the County Engineer prior to the "red line" meeting. The WSCD recommendations shall be implemented with the appropriate design/specifications included in the construction drawings to the satisfaction of the County Engineer. The County Engineer shall be responsible for determining compliance with this condition.
LANDSCAPING AND COMMON OPEN SPACE

65. Prior to any ground-disturbing activity or finalization of a final map, the developer shall submit a landscaping/architectural design plan to the Department of Community Development for review and approval by the Design Review Committee. Said plan shall address, but not be limited to: fencing, landscaping material, type and color of building material, general architectural design, (if plant material: type, size at time of planting, maturation size at full growth, period of time between planting and full growth), landscaping location, landscaping irrigation system, and financial assurances that landscaping will be planted and maintained.

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

66. A certification letter or series of letters by a landscape architect registered in the State of Nevada shall be submitted to the Department of Community Development. The letter(s) shall certify that all applicable landscaping provisions of Articles 408, 410 and 412 of the Development Code have been met. Any landscaping plans and the letter shall be wet-stamped.

The letter shall indicate any provisions of the code that the Director of Community Development has waived. The Department of Community Development shall be responsible for determining compliance with this condition.

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

67. 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 County Engineer shall be responsible for determining compliance with this condition. The maintenance of the common areas shall be addressed in the CC&Rs. The District Attorney’s Office shall be responsible for determining compliance with this condition.

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

68. The applicant shall provide 10-foot-tall trees, with 2” caliper, to replace any mature trees along Zolezzi Lane, in addition to the 4½-foot-tall landscaped buffer area. The Department of Community Development shall determine compliance with this condition.

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

OPERATIONAL CONDITIONS

69. The hours of operation for the grading and all incidental ground-disturbing activity, to include home construction, shall be from 7:00 a.m. to 5:00 p.m., Monday through Saturday only. The Department of Community Development shall determine compliance with this condition.

70. On-site truck traffic and staging, to include all construction equipment and maintenance of that equipment, shall be done on-site, as far away from Zolezzi Lane as possible. Hours for maintenance of all construction equipment (on-site) shall be from 7:00 a.m. until 6:30 p.m. The Department of Community Development and the Engineering Division shall determine compliance with this condition in conjunction with the approved haul route by the Engineering Division.

AIRPORT AUTHORITY

71. The property owner(s) shall grant an Avigation Easement to, and acceptable to, the Reno-Tahoe Airport Authority over the entire property. The property owner(s) shall provide the Planning Department with appropriate documentation indicating the Avigation Easement has been granted and accepted by the Reno-Tahoe Airport Authority, prior to the issuance of a building permit. The Airport Authority shall determine compliance with this condition.

72. The property owner shall be responsible for incorporating air conditioning systems in all dwelling units. The Airport Authority shall determine compliance with this condition.

73. The applicant and/or property owner shall include a formal noise disclosure relative to aircraft over flights and noise, acceptable to the Airport Authority, as a separate document from the Title Agreement. This noise disclosure may be obtained from the Airport Authority and should be attached to any parcel map, tentative map or final map for approval. The Airport Authority shall determine compliance with this condition.

74. Prior to recording of the first Final Map, the applicant shall file a report with the Community Development staff and the Planning Commission (to be reviewed under Planning Items or Others Items) that addresses the requirements of NRS 278.0232. The report must address the availability to comparable parks in the area and the cost of relocating a mobile home to another park. The Department of Community Development shall determine compliance with this condition.

END OF CONDITIONS
FROM THE WEST

FROM THE EAST

FROM THE NORTH

FROM THE SOUTH