



# Parcel Map Review Committee Staff Report

Meeting Date: August 11, 2022

Agenda Item: 7C

TENTATIVE PARCEL MAP CASE NUMBER:	WTPM22-0012 (Feickert PM)
BRIEF SUMMARY OF REQUEST:	Division of a parcel of land into four parcels of land
STAFF PLANNER:	Chris Bronczyk, Senior Planner Phone Number: 775.328.3612 E-mail: <a href="mailto:cbronczyk@washoecounty.gov">cbronczyk@washoecounty.gov</a>

<p><b><u>CASE DESCRIPTION</u></b></p> <p>For hearing, discussion, and possible action to approve a tentative parcel map dividing one 40.43-acre parcel into 4 lots. The parcels are proposed to be 10.02, 10.04, 10.07 and 10.30 acres.</p> <p>Applicant / Owner: Gene &amp; Tara Feickert  Location: 5870 Whiskey Springs Road  APN: 077-560-05  Parcel Size: 40.43 Acres  Master Plan: Rural Residential (RR)  Regulatory Zone: Medium Density Rural (MDR)  Area Plan: Warm Springs Area Plan;  Warm Springs Specific Plan  Development Code: Authorized in Article 606,  Parcel Maps  Commission District: 5 – Commissioner Herman</p>	<p><b><u>Vicinity Map</u></b></p>
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### STAFF RECOMMENDATION

APPROVE

**APPROVE WITH CONDITIONS**

DENY

### POSSIBLE MOTION

I move that, after giving reasoned consideration to the information contained within the staff report and the information received during the public hearing, that the Washoe County Parcel Map Review Committee approve Parcel Map Case Number WTPM22-0012 for Gene and Tara Feickert, subject to the conditions of approval included as Exhibit A with the staff report, and make the determination that the following criteria is or will be adequately provided for pursuant to Washoe County Code, Section 110.606.30(e):

*(Motion with Findings on Page 9)*

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## **Parcel Map**

The purpose of a parcel map is to allow for divisions of land into four lots or less, merger and re-division of existing lots, and common-interest communities consisting of four or fewer parcels pursuant to Washoe County Code Chapter 110, Article 606, Parcel Maps. A tentative parcel map must be submitted to the Planning and Building Division for the purpose of review prior to or concurrent with the final parcel map. Every tentative parcel map must be prepared by a professional land surveyor. The parcel map process exists to establish reasonable standards of design and procedures for dividing land in order to further the orderly layout and use of land and ensure proper legal descriptions and monumenting of divided land. Additionally, the process helps to safeguard the public health, safety and general welfare by establishing minimum standards of design and development for any land division platted in the unincorporated area of Washoe County. If the Washoe County Parcel Map Review Committee grants an approval of the tentative parcel map, that approval is subject to conditions of approval. Conditions of approval are requirements that may need to be completed during different stages of the proposed project. Those stages are typically:

- Prior to recordation of a final map.
- Prior to obtaining a final inspection and/or a certificate of occupancy on a structure.
- Prior to the issuance of a business license or other permits/licenses.
- Some conditions of approval are referred to as “operational conditions.” These conditions must be continually complied with for the life of the project.

Within 22 months from the date of approval of the tentative parcel map, the applicant must file a final parcel map along with any required supporting materials with the Planning and Building Division and the County Engineer showing that all conditions imposed by the Washoe County Parcel Map Review Committee have been met. Approval or conditional approval of a tentative parcel map imposes no obligation on the part of the Director of the Planning and Building Division or the Washoe County Board of County Commissioners to approve the final parcel map or to accept any public dedication shown on the tentative or final parcel map. Failure to submit a complete final parcel map and pay the required fees within 22 months from the date of approval and record the map within the two-year time period shall cease any further action on the map and shall render the tentative parcel map as expired.

The conditions of approval for Tentative Parcel Map Case Number WTPM22-0012 are attached to this staff report and will be included with the action order if approved by the Parcel Map Review Committee.



**Tentative Parcel Map Evaluation**

Requirement	Evaluation
Area Plan	Warm Springs
TMSA	Inside TMSA
Regulatory Zone	Medium Density Rural (MDR)
Maximum Lot Potential	8 Lots
Number of Lots on Parcel Map	4 Lots
Minimum Lot Size Required	5 acres
Minimum Lot Size on Parcel Map	10.02 Acres
Minimum Lot Width Required	200 Feet
Minimum Lot Width on Parcel Map	58 Feet, however the average width of each parcel is greater than 200 feet.
Development Suitability Map	Most suitable for development.
Hydrographic Basin	Warm Springs Valley Hydrographic Basin.

The tentative parcel map meets all minimum requirements for the Medium Density Rural (MDR) regulatory zone.

The proposed division of land is not a second or subsequent division of a parcel map approved within the last five years.

**Development Information** The subject parcel is developed with a single-family house and several detached accessory structures. The required setbacks for the Medium Density Rural (MDR) regulatory zone are 30 ft from the front and rear yard property lines and 15 ft from the side yard property lines.

**Warm Springs Area Plan Modifiers**

The subject parcel is located within the Warm Springs Area Plan. The following is the pertinent policy from the Area Plan:

**Section 110.226.10 Water Resources.** The applicant shall demonstrate, at the time of application for amendment to the Master Plan, projects of regional significance, tentative subdivision maps, parcel maps, and division of land maps, that the following water resources criteria can be met:

- (a) Existing certificated and permitted agricultural and stockwater groundwater rights, issued as of July 31, 1990, are utilized in a proportional amount to serve proposed residential development. In order to balance the existing, issued groundwater rights with the planning perennial yield of the basin, two-and-one-half (2-1/2) acre feet of groundwater rights per dwelling unit will be dedicated to Washoe County. A maximum of three thousand ninety-seven (3,097) residential dwelling units on individual wells may be developed in the Warm Springs Valley Hydrographic Basin based on the planning perennial yield of groundwater. Additional water rights will be dedicated to Washoe County for such purposes as common landscaped areas, community swimming pools, and pastures within residential developments.

- (b) Parcels created by applications submitted through September 4, 1990 may develop for residential uses without the requirement for dedication of water rights. When existing parcels are subdivided, new parcels will require the dedication of water rights; however, one (1) parcel will be designated as existing and will not have to dedicate water rights. The Department of Community Development will track the date of parcel subdivisions.
- (d) Water rights for all development in the Warm Springs planning area will be dedicated to Washoe County at the time of parcel map filing or project recordation. These water rights will be irrevocably tied to the Warm Springs Valley Hydrographic Basin.
- (f) Residential, commercial and industrial development shall be based upon perennial yield groundwater resources without reliance upon groundwater mining or recharge from agricultural uses. The Washoe County Board of County Commissioners shall not approve these types of development if the demands upon the proposed permanent source of water supply exceed the perennial yield of the hydrographic basin or exceed artificial recharge as authorized by the State Engineer under a recharge/recovery permit.

*Staff Comment: The applicant will be required to adhere to the standards outlined in WCC Section 110.226.10 (a), (b), (d), and (f).*

### **Area Plan and Specific Plan Evaluation**

The subject parcel is located within the Warm Springs Area Plan and in the Warm Springs Specific Plan (WSSP). The WSSP has specific policies that must be met to develop within the Plan area. Staff has reviewed all the policies with the applicant and has provided the specific policies that are pertinent to the application. One of these policies requires the Applicant to record a Development Agreement in order to develop any property in the WSSP more densely than General Rural (GR – 1 dwelling unit/40 acres), regardless of the regulatory zone applied to the parcel. The Development Agreement must include CC&Rs that implement the standards identified in the WSSP's Development Standards Handbook Framework and/or specific development standards which implement the WSSP's Development Standards Handbook Framework. The Development Agreement must also provide for the participation of future property owners in any assessment district that provides services, facilities and/or maintenance for the mutual benefit of WSSP residents and property owners. This Development Agreement is required to go before the Board of County Commissioners for approval and adoption via ordinance. The tentative parcel map application has been conditioned to provide that a Development Agreement which comports with WSSP 8.1.2 be adopted and recorded prior to the parcel map being recorded.

#### ***Relevant Specific Plan Policies Reviewed***

<b>Policy</b>	<b>Brief Policy Description</b>	<b>Complies</b>	<b>Condition of Approval</b>
WSSP.1.4	Consult with the State Archaeological and Historical Society	Yes	Yes
WSSP.2.1	Ensure that landscaping and revegetation are an integral part of the project design and conform to the water budget	Yes	Yes
WSSP.3.5	Ensure that applications meet the water resource criteria and provide water use calculations that conform to the WSSP water budget	Yes	Yes
WSSP.5.2	Ensure that new development designs, building material, colors, finishes and total site development blend with the surrounding rural character of the WSSP	Yes	Yes

WSSP.5.10	Prohibit off premise signs	Yes	Yes
WSSP.8.1.	Shall obtain approval of a Development Agreement meeting criteria in WSSP 8.1.2(b) and (c)	Yes	Yes

### **Reviewing Agencies**

The following agencies/individuals received a copy of the project application for review and evaluation.

Agencies	Sent to Review	Responded	Provided Conditions	Contact
NDOT (Transportation)	X			
NDOW (Wildlife)	X			
Washoe County Building & Safety	X	X		
Washoe County Land Development	X			
Washoe County Parks & Open Space	X	X		
Washoe County Surveyor (PMs Only)	X	X	X	Matt Philumalee; mphilumalee@washoecounty.gov
Washoe County Water Rights Manager	X	X	X	Timber Weiss, tweiss@washoecounty.gov
WCSO Law Enforcement	X			
WCHD Environmental Health	X	X	X	Jim English, jenglish@washoecounty.gov
TMFPD	X	X	X	Brittany Lemon, BLemon@tmfpd.us
Regional Transportation Commission (All Apps)	X			
Washoe-Storey Conservation District (All Apps)	X	X	X	Bret Tyler, bretttyler2@gmail.com; Jim Shaffer, shafferjam51@gmail.com; Will Lumpkin, wlumpkin@washoecounty.gov
Palomino Valley GID	X	X	X	Cathy Glatthar, palvalgid@gmail.com
AT&T	X	X		
NV Energy	X			

All conditions required by the contacted agencies can be found in Exhibit A, Conditions of Approval.

### **Staff Comment on Required Findings**

WCC Section 110.606.30 requires that all of the following findings be made to the satisfaction of the Washoe County Parcel Map Review Committee before granting approval of the request. Staff has completed an analysis of the application and has determined that the proposal is in compliance with the required findings as follows.

- 1) General improvement considerations for all parcel maps including, but not limited to:
  - (i) 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.

***Staff Comment:** Compliance with all applicable environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, and sewage disposal will be ensured prior to recordation of the final map or prior to approval of a development permit on the subject site. The application was reviewed by the appropriate agencies and no recommendation for denial was received.*

- (ii) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the parcels of land being created.  
*Staff Comment:* Water service will be provided by individual wells on each parcel. Washoe County Engineering and Washoe County Water Resources have reviewed the permit and provide conditions to address availability of water.
- (iii) The availability and accessibility of utilities.  
*Staff Comment:* The existing and proposed lots will be served by extension of the existing, adjacent, infrastructure to serve the newly created parcels. NV Energy will provide electric service and septic systems will be required for each lot.
- (iv) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks.  
*Staff Comment:* The proposed parcel map would create four additional lots, which is anticipated to have minimal impacts on local services. There are existing public services such as schools, police and fire protection, transportation, recreation and parks available to the Warm Springs Planning Area.
- (v) Conformity with the zoning ordinances and master plan.  
*Staff Comment:* The proposed division of land, as conditioned and with approval of the requisite Development Agreement, will be in conformity with the existing Medium Density Rural (MDR) regulatory zone and the applicable provisions of the Washoe County Development Code and Master Plan.
- (vi) General conformity with the governing body's master plan of streets and highways.  
*Staff Comment:* The proposed division of land conforms with the applicable provisions of the Washoe County Development Code and Master Plan and with the regulatory zoning on the property. The application was reviewed by the appropriate agencies and no recommendation for denial was received.
- (vii) The effect of the proposed division of land on existing public streets and the need for new streets or highways to serve the parcels of land being created.  
*Staff Comment:* The proposed division of land includes the addition of a 30-foot private access easement and public utility easement (PUE), the private access easement is 1,003 feet in length. The access easement is required to meet Washoe County Code Section 110.436.105. The private access easement shown is 30 feet wide, with a 2% crown and 3:1 ditches.
- (viii) Physical characteristics of the land such as floodplain, slope and soil.  
*Staff Comment:* The subject parcel is designated as being "Unconstrained" the Warm Springs Development Constraints/Suitability map. Each parcel in the proposed division of land will have buildable space.
- (ix) The recommendations and comments of those entities reviewing the tentative parcel map pursuant to NRS 278.330 and 278.348, inclusive.  
*Staff Comment:* These provisions of statute refer to the preparation of tentative maps. All recommended conditions of approval from the reviewing agencies have been included with the staff report.



- (x) 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.

Staff Comment: *The application was reviewed by Truckee Meadows Fire Protection District and no recommendation for denial was received.*

- (xi) Community antenna television (CATV) conduit and pull wire.

Staff Comment: *The application was reviewed by the appropriate agencies and no recommendation for denial was received. All appropriate easements shall be provided prior to approval of the final map.*

- (xii) Recreation and trail easements.

Staff Comment: *The application was reviewed by the appropriate agencies and no recommendation for denial was received.*

### **Recommendation**

After a thorough analysis and review, Parcel Map Case Number WTPM22-0012 is being recommended for approval with conditions. Staff offers the following motion for the Parcel Map Review Committee's consideration.

### **Motion**

I move that, after giving reasoned consideration to the information contained within the staff report and the information received during the public hearing, that the Washoe County Parcel Map Review Committee approve Parcel Map Case Number WTPM22-0012 for Gene and Tara Feickert, subject to the conditions of approval included as Exhibit A with the staff report, and make the determination that the following criteria is or will be adequately provided for pursuant to Washoe County Code, Section 110.606.30(e):

- 1) General improvement considerations for all parcel maps including, but not limited to:
  - (i) 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.
  - (ii) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the parcels of land being created.
  - (iii) The availability and accessibility of utilities.
  - (iv) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks.
  - (v) Conformity with the zoning ordinances and master plan.
  - (vi) General conformity with the governing body's master plan of streets and highways.
  - (vii) The effect of the proposed division of land on existing public streets and the need for new streets or highways to serve the parcels of land being created.
  - (viii) Physical characteristics of the land such as floodplain, slope and soil.
  - (ix) The recommendations and comments of those entities reviewing the tentative parcel map pursuant to NRS 278.330 and 278.348, inclusive.
  - (x) 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.

- (xi) Community antenna television (CATV) conduit and pull wire.
- (xii) Recreation and trail easements.

**Appeal Process**

Parcel Map Review Committee action will be effective 10 calendar days after the written decision is filed with the Secretary to the Parcel Map Review Committee, unless the action is appealed to the Washoe County Board of County Commissioners, in which case the outcome of the appeal shall be determined by the Board of County Commissioners. Any appeal must be filed in writing within 10 calendar days from the date the written decision is filed with and signed by the Secretary of the Parcel Map Review Committee and mailed to the applicant.

Applicant / Owner: Gene and Tara Feickert  
gfeickert@f3-inc.com

Representatives: Lewis Roca Rothgerber Christie LLP  
Michael Cabrera, Esq.  
mcabrera@lewisroca.com



# Conditions of Approval

Tentative Parcel Map Case Number WTPM22-0012

The tentative parcel map approved under Parcel Map Case Number WTPM22-0012 shall be carried out in accordance with the conditions of approval granted by the Washoe County Parcel Map Review Committee on August 11, 2022. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

**Unless otherwise specified**, all conditions related to the approval of this tentative parcel map shall be met or financial assurance must be provided to satisfy the conditions of approval prior to the recordation of a final parcel map. 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 assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Building Division.

Compliance with the conditions of approval related to this tentative parcel map is the responsibility of the applicant, his/her successor in interest, and all owners, assignees, and occupants of the property and their successors in interest. Failure to comply with any of the conditions imposed in the approval of the tentative parcel map may result in the institution of revocation procedures.

Washoe County reserves the right to review and revise the conditions of approval related to this tentative parcel map should it be determined that a subsequent license or permit issued by Washoe County violates the intent of this approval.

For the purpose of conditions imposed by Washoe County, “may” is permissive and “shall” or “must” is mandatory.

Conditions of approval are usually complied with at different stages of the proposed project. Those stages are typically:

- Prior to recordation of a final map.
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some “conditions of approval” are referred to as “operational conditions.” These conditions must be continually complied with for the life of the project.

**The Washoe County Commission oversees many of the reviewing agencies/departments with the exception of the following agencies.**

- **The DISTRICT BOARD OF HEALTH, through the Washoe County Health District, has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.**

FOLLOWING ARE CONDITIONS OF APPROVAL REQUIRED BY THE REVIEWING AGENCIES. EACH CONDITION MUST BE MET TO THE SATISFACTION OF THE ISSUING AGENCY.

**Washoe County Planning and Building Division**

1. The following conditions are requirements of the Planning and Building Division, which shall be responsible for determining compliance with these conditions.

**Contact Name – Chris Bronczyk, Senior Planner, 775.328.3612, [cbronczyk@washoecounty.gov](mailto:cbronczyk@washoecounty.gov)**

- a. **The applicant shall attach a copy of the action order approving this project to all permits and applications (including building permits) applied for as part of this tentative parcel map.**
- b. The final map shall be in substantial compliance with all plans and documents submitted as part of this tentative parcel map application, and with any amendments imposed by the Parcel Map Review Committee. All documentation necessary to satisfy the conditions noted below shall accompany the final map when submitted to the County Engineer and the Planning and Building Division.
- c. The applicant shall comply with all the conditions of approval and shall submit a final map for signature by the Director of the Planning and Building Division within 22 months from the date of approval by the Parcel Map Review Committee. Each agency responsible for imposing conditions may determine whether its conditions must be fully completed or whether the applicant shall be offered the option of providing financial assurances as a means of assuring compliance.
- d. The final map shall contain the following jurat:

**DIRECTOR OF PLANNING AND BUILDING CERTIFICATE**

THE FINAL PARCEL MAP CASE NO. WTPM22-0012 MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP AND ITS CONDITIONS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, AND THOSE CONDITIONS HAVE BEEN SATISFIED FOR RECORDATION OF THIS MAP. THE OFFER(S) OF DEDICATION IS (ARE) REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NEVADA REVISED STATUTES CHAPTER 278.

THIS FINAL MAP IS APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, BY THE DIRECTOR OF PLANNING AND BUILDING OF WASHOE COUNTY, NEVADA, IN ACCORDANCE WITH NEVADA REVISED STATUTES 278.471 THROUGH 278.4725.

\_\_\_\_\_  
KELLY MULLIN, DIRECTOR, PLANNING AND BUILDING DIVISION

- e. The applicant shall provide verification to the Planning and Building Division that all conditions from the Truckee Meadows Fire Protection District have been satisfied.
- f. The applicant has indicated that the proposed improvements will not exceed the major grading thresholds that require a special use permit. If the final construction drawings for the map include grading that exceeds the *Major Grading Permit Thresholds* listed in

Article 438 Grading Standards, the applicant shall apply for a special use permit for grading; this approval may take up to three months to process. In addition, all related standards within the Washoe County Development Code shall be met on the construction drawings.

- g. The approval for this tentative parcel map does not include improvements for driveways to building pads. Grading for access to building pads, if they exceed the criteria stated in the previous condition, shall require a special use permit.
- h. The applicant shall comply with all the conditions of approval and shall submit a final map for signature by the Director of the Planning and Building within the period specified by the approved development agreement. Each agency responsible for imposing conditions may determine whether its conditions must be fully completed or whether the applicant shall be offered the option of providing financial assurances as a means of assuring compliance.
- i. A development agreement shall be prepared by the applicant and approved by the Board of County Commission before approval of a final plat. The development agreement shall comply in all respects with the requirements stated in the Warm Springs Specific Plan and the Development Standards Handbook Framework and shall be submitted to the Department of Community Development within 18 months of the approval of the tentative map by Washoe County. The Department of Community Development shall determine compliance with this condition.
- j. In accordance with the Warm Springs Specific Plan (WSSP), prior to recordation of any final map, the applicant shall comply with, and shall submit appropriate documentation to the Planning and Building Division demonstrating compliance with, the following:
  - a. Demonstrate that elevated building pads will be constructed on all parcels within the floodplain.
  - b. Consult with the State Archaeological and Historical Society (WSSP.1.4)
  - c. Ensure that landscaping and revegetation are an integral part of the project design and conform to the water budget. (WSSP.2.1)
  - d. Ensure that application meets the water resource criteria in WSSP.3.5 and provide water use calculations that conform to the water budget outlined in the WSSP, Appendix A.
  - e. Ensure that new development designs, building material, colors, finishes and total site development blend with the surrounding rural character of the WSSP (WSSP.5.2)
  - f. Prohibit off premise signs (WSSP.5.10).
  - g. Shall obtain approval of a Development Agreement in accordance with WSSP.8.1.

### **Washoe County Engineering and Capital Projects**

- 2. The following conditions are requirements of the Engineering and Capital Projects, which shall be responsible for determining compliance with these conditions.

**Contact Name – Matt Philumalee; [mphilumalee@washoecounty.gov](mailto:mphilumalee@washoecounty.gov)**

- a. Comply with the conditions of the Washoe County technical check for this map.
- b. Add a graphic border around the proposed division.

- c. Add a section corner tie.
- d. Add a bearing and distance.
- e. Add the granting of the 30-foot access easement to the Owner's Certificate.
- f. Add the following note to the final map; "For each parcel created by this final
- g. map, access and drainage improvements meeting the requirements of Washoe
- h. County Development Code are required with said improvements to be included
- i. within an approved residential building permit.
- j. All boundary corners must be set.
- k. Place a note on the map stating that the natural drainage will not be impeded.
- l. Add a note to the map stating: No habitable structures shall be located on a fault
- m. that was active during the Holocene Epoch of geological time.
- n. Add a Security Interest Holder's Certificate to the map if applicable.
- o. Engineered septic systems or connection to community sewer is required for
- p. each of these parcels as approved by the Washoe County District Health
- q. Department.
- r. Add the following note to the map; "All properties, regardless if they are located
- s. within or outside of a FEMA designated flood zone, may be subject to flooding.
  - 1. The property owner is required to maintain all drainage easements and natural drainages and not perform or allow unpermitted and unapproved modifications to the property that may have detrimental impacts to surrounding properties."

### **Washoe County Health District**

3. The following conditions are requirements of Environment Health Services, which shall be responsible for determining compliance with these conditions.

**Contact Name – James English, 775.328.2610, [jenglish@washoecounty.gov](mailto:jenglish@washoecounty.gov)**

- a. The WCHD has reviewed the application, it is noted the application states the parcels will be served by onsite sewage disposal systems (OSDS). Each proposed parcel must have a test trench on it, with applicable permits and inspections by the WCHD prior to final signing or recording of the map.
- b. An application states water service will be provided by individual residential wells with adequate subsurface water rights.

### **Truckee Meadows Fire Protection District**

4. The following condition is a requirement of the Truckee Meadows Fire Protection District, which shall be responsible for determining compliance with this condition.

**Contact Name – Brittany Lemon, Fire Captain, 775.326.6079, [blemon@tmfpd.us](mailto:blemon@tmfpd.us)**

- a. This project shall meet and comply with all requirements of currently adopted TMFPD fire codes, ordinances, and standards at the time of construction to include infrastructure for fire apparatus access roads and water supply. <https://tmfpd.us/fire-code/>

### **Washoe County Water Management Coordinator**

5. The following conditions are requirements of Washoe County Water Management Coordinator, which shall be responsible for determining compliance with these conditions.

**Contact Name – Timber Weiss, Licensed Engineer, 775.954.4626, [tweiss@washoecounty.gov](mailto:tweiss@washoecounty.gov)**

- a. The subject parcel is not near any municipal, quasi-municipal or private water delivery infrastructure; therefore, resulting parcels will rely on Individual Domestic wells as their source of domestic water supply.
- b. The application references the dedication of Water Right Permit 77496, Certificate 19204, in support of this application.
- c. Washoe County code requires that the applicant for a parcel map with parcels served by an individual domestic well, to bring forth an approved and recorded “**Affidavit of Relinquishment for Domestic Wells**” by the Nevada State Engineer’s office. The applicant shall complete the relinquishment process with the State Engineer’s office and record the approved form with the County Recorder’s office and submit a recorded copy to Washoe County as a pre-requisite to approval of their parcel map.
- d. The Relinquishment form is available at the following site: <http://water.nv.gov/forms/forms09/Relinquishment09.pdf>
- e. Washoe County retains the authority to impose its own review and reject water rights which do not comply with Washoe County code and area plans. *Therefore, a preview of water rights intended to support the project (prior to relinquishment process) will be helpful for both the applicant and Washoe County staff.*
- f. The ground water rights subject to relinquishment MAY NOT be supplemental ground water which supplement primary surface water rights.
- g. The amount of water rights necessary is 2.50 acre-feet of ground water rights per newly created parcel. The original parcel is deemed exempt from the relinquishment process. In the way of an example, if one parcel is subdivided into a total of 4, there are 3 newly created parcels and one existing or remains thereof. This parcel map will create 3 newly created parcels which will require the relinquishment of 10.0 acre-feet of ground water rights.
- h. Please keep in mind, the Nevada State Engineer may apply a consumptive use reduction for the relinquishment or changing manner of use from irrigation rights, per NRS. This may affect the required amount of water rights needed for relinquishment. Please contact their office at 775-684-2800 and confirm the amount of water rights required for relinquishment.
- i. The water rights must be in good standing with the State of Nevada, with current title. The water rights must be from the same hydrographic basin as the lands subject to the parcel map and comply with the appropriate area plan.

Please provide a copy of the approved Affidavit of Relinquishment for Domestic Wells prior to [tweiss@washoecounty.gov](mailto:tweiss@washoecounty.gov) prior to the approval of this tentative parcel map.

**Palomino Valley General Improvement District (PVGID)**

6. The following conditions are requirements of the Palomino Valley General Improvement District, which shall be responsible for determining compliance with these conditions.

**Contact Name – Cathy Glatthar, 775.848.6788, [palvalgid@gmail.com](mailto:palvalgid@gmail.com)**

- a. The private access easement that connects with Whiskey Springs Road, as depicted on the application map, shall be designed and constructed in accordance with the procedures outlined in the attached Resolution No. F19-R1, Amendment of Resolution No. F13-R2 - Procedure for Access to District Rights-of-Way. In the case of conflict with State or County regulations, the stricter regulation shall apply.
- b. The only access to the four parcels created by this parcel map will be via the private access easement, as depicted on the application map. No other direct driveway or roadway connection with Whiskey Springs Road will be allowed.

\*\*\* End of Conditions \*\*\*





INTEROFFICE MEMORANDUM

PARCEL MAP REVIEW

DATE: June 17, 2022

TO: Chris Bronczyk, Planner - Department of Community Services

FROM: Matthew Philumalee, PLS, Engineering and Capital Projects Division

SUBJECT: Parcel Map for: Feickert  
Parcel Map Case No.: WTPM22-0012  
APN: 077-560-05  
Review Date: 6/15/2022

The Engineering and Capital Projects Division has reviewed the subject parcel map and the following conditions must be successfully completed prior to final approval of this application by the Division.

1. Comply with the conditions of the Washoe County technical check for this map.
2. Add a graphic border around the proposed division.
3. Add a section corner tie.
4. Add a bearing and distance.
5. Add the granting of the 30-foot access easement to the Owner's Certificate.
6. Add the following note to the final map; "For each parcel created by this final map, access and drainage improvements meeting the requirements of Washoe County Development Code are required with said improvements to be included within an approved residential building permit.
7. All boundary corners must be set.
8. Place a note on the map stating that the natural drainage will not be impeded.
9. Add a note to the map stating: No habitable structures shall be located on a fault that was active during the Holocene Epoch of geological time.
10. Add a Security Interest Holder's Certificate to the map if applicable.
11. Engineered septic systems or connection to community sewer is required for each of these parcels as approved by the Washoe County District Health Department.
12. Add the following note to the map; "All properties, regardless if they are located within or outside of a FEMA designated flood zone, may be subject to flooding. The property owner is required to maintain all drainage easements and natural

**WTPM22-0012**



QUALITY  
PUBLIC SERVICE



INTEGRITY



EFFECTIVE  
COMMUNICATION

**EXHIBIT B**

Memo to: Chris Bronczyk, Planner  
Subject: Parcel Map Case No.: WTPM22-0012  
Date: June 17, 2022  
Page: 2 of 2

drainages and not perform or allow unpermitted and unapproved modifications to the property that may have detrimental impacts to surrounding properties.”



QUALITY  
PUBLIC SERVICE



INTEGRITY



EFFECTIVE  
COMMUNICATION

**From:** [COOPER, CLIFFORD E](#)  
**To:** [Bronczyk, Christopher](#)  
**Subject:** Tentative Parcel Map WTPM22-0012  
**Date:** Tuesday, June 14, 2022 1:53:48 PM

---

[**NOTICE:** This message originated outside of Washoe County -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Chris,

AT&T does not have any conflicts or concerns with the proposed Parcel Map.

Thanks!

Cliff Cooper  
MGR OSP PLNG & ENGRG DESIGN  
AT&T NEVADA  
ROW Office: 775-683-5282  
Cell: 775-233-0434  
E-mail: [cc2132@att.com](mailto:cc2132@att.com)  
**TEXTING and DRIVING... It Can Wait.**



**Washoe-Storey Conservation District**

Bret Tyler Chairmen  
Jim Shaffer Treasurer  
Cathy Canfield Storey app  
Jean Herman Washoe app

1365 Corporate Blvd.  
Reno NV 89502  
775 857-8500 ext. 131  
nevadaconservation.com

July 1, 2022

Washoe County Community Services Department

C/O Chris Bronczyk, Senior Planner

1001 E Ninth Street, Bldg. A

Reno, NV 89512

Re: WTPM22-0012 Feickert PM

Dear Chris,

In reviewing the parcel map dividing forty acres into four lots, the Conservation District has the following comments.

To prevent the spread of noxious weeds with the import of five hundred cubic yards of material, the District requests the applicant submit a noxious weed plan to avoid seeds spreading to the surrounding area.

Thank you for providing us the opportunity to review the project that may have impacts on our natural resources and any questions call us at (775) 750-8272.

Sincerely,

Jim Shaffer

**From:** [Lemon, Brittany](#)  
**To:** [Bronczyk, Christopher](#)  
**Cc:** [Way, Dale](#)  
**Subject:** WTPM22-0012 (Feickert PM) Conditions of Approval  
**Date:** Monday, June 27, 2022 12:41:00 PM  
**Attachments:** [image001.png](#)

---

Hi Chris,

“This project shall meet and comply with all requirements of currently adopted TMFPD fire codes, ordinances, and standards at the time of construction to include infrastructure for fire apparatus access roads and water supply.”

<https://tmfpd.us/fire-code/>.

Thank you.

**Brittany Lemon**

**Fire Captain - Fire Prevention | Truckee Meadows Fire & Rescue**

[blemon@tmfpd.us](mailto:blemon@tmfpd.us) | Office: 775.326.6079 | Cell: 775.379.0584  
3663 Barron Way, Reno, NV 89511



*“Committed to excellence, service, and the protection of life and property in our community”*

**From:** [Kirschenman, Sophia](#)  
**To:** [Bronczyk, Christopher](#)  
**Subject:** Parks Comments Re: WTPM22-0012  
**Date:** Wednesday, June 22, 2022 3:22:24 PM  
**Attachments:** [Outlook-cwwijrhq.png](#)  
[Outlook-l5ldlq0.png](#)  
[Outlook-f0wxl2xm.png](#)  
[Outlook-j31kmr11.png](#)  
[Outlook-shhjesjp.png](#)


---

Hi Chris,

I've reviewed WTPM22-0012 (Feickert PM) on behalf of Washoe County Regional Parks and Open Space and have no comments or conditions.

Thank you,



[Sophia Kirschenman](#)  
Park Planner | Community Services Department  
775.328.3623 | 1001 E. 9th Street, Reno, NV 89512  
  
[My working hours: Monday-Friday 8 am to 5 pm](#)

Please consider the environment before printing this e-mail.



**WASHOE COUNTY**  
**COMMUNITY SERVICES**  
**INTEGRITY COMMUNICATION SERVICE**

1001 E. 9<sup>th</sup> Street  
Reno, Nevada 89512  
Phone: (775) 328-3600  
Fax: (775) 328-3699

June 14, 2022

TO: Chris Bronczyk, Senior Planner, CSD, Planning & Development Division  
FROM: Timber Weiss, Licensed Engineer, CSD  
SUBJECT: Tentative Parcel Map Case Number WTPM22-0012 (Feickert PM)

**Project description:**

The applicant is proposing to approve a tentative parcel map dividing one 40.43-acre parcel into 4 lots. The parcels are proposed to be 10.02, 10.04, 10.07 and 10.30 acres.

The property is located at 5870 Whiskey Springs Road, Warm Springs. Assessor's Parcel Number: 077-560-05.

***The Community Services Department (CSD) recommends approval of this project with the following Water Rights conditions:***

- 1) The subject parcel is not near any municipal, quasi-municipal or private water delivery infrastructure; therefore, resulting parcels will rely on Individual Domestic wells as their source of domestic water supply.
- 2) The application references the dedication of Water Right Permit 77496, Certificate 19204, in support of this application.
- 3) Washoe County code requires that the applicant for a parcel map with parcels served by an individual domestic well, to bring forth an approved and recorded "**Affidavit of Relinquishment for Domestic Wells**" by the Nevada State Engineer's office. The applicant shall complete the relinquishment process with the State Engineer's office and record the approved form with the County Recorder's office and submit a recorded copy to Washoe County as a pre-requisite to approval of their parcel map.
- 4) The Relinquishment form is available at the following site: <http://water.nv.gov/forms/forms09/Relinquishment09.pdf>
- 5) Washoe County retains the authority to impose its own review and reject water rights which do not comply with Washoe County code and area plans. *Therefore, a preview of*



# WASHOE COUNTY

## COMMUNITY SERVICES

### INTEGRITY COMMUNICATION SERVICE

1001 E. 9<sup>th</sup> Street  
Reno, Nevada 89512  
Phone: (775) 328-3600  
Fax: (775) 328-3699

*water rights intended to support the project (prior to relinquishment process) will be helpful for both the applicant and Washoe County staff.*

- 6) The ground water rights subject to relinquishment MAY NOT be supplemental ground water which supplement primary surface water rights.
- 7) The amount of water rights necessary is 2.50 acre-feet of ground water rights per newly created parcel. The original parcel is deemed exempt from the relinquishment process. In the way of an example, if one parcel is subdivided into a total of 4, there are 3 newly created parcels and one existing or remains thereof. This parcel map will create 3 newly created parcels which will require the relinquishment of 10.0 acre-feet of ground water rights.
- 8) Please keep in mind, the Nevada State Engineer may apply a consumptive use reduction for the relinquishment or changing manner of use from irrigation rights, per NRS. This may affect the required amount of water rights needed for relinquishment. Please contact their office at 775-684-2800 and confirm the amount of water rights required for relinquishment.
- 9) The water rights must be in good standing with the State of Nevada, with current title. The water rights must be from the same hydrographic basin as the lands subject to the parcel map and comply with the appropriate area plan.

Please provide a copy of the approved Affidavit of Relinquishment for Domestic Wells prior to [tweiss@washoecounty.gov](mailto:tweiss@washoecounty.gov) prior to the approval of this tentative parcel map.



**From:** [Palomino Valley GID](#)  
**To:** [Bronczyk, Christopher](#)  
**Subject:** PVGID Agency Review Case # WTPM22-0012  
**Date:** Tuesday, June 21, 2022 2:46:21 PM  
**Attachments:** [Whiskey Feickert Tent Parcel Map Conds S w Att 2022-06.pdf](#)

---

[**NOTICE:** This message originated outside of Washoe County -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Chris Bronczyk, Senior Planner  
Planning and Building Division  
Via Email: [cbronczyk@washoecounty.gov](mailto:cbronczyk@washoecounty.gov)

Re: Tentative Parcel Map Case Number WTPM22-0012  
(5870 Whiskey Springs Road, Feickert Parcel Map 2022)

Dear Mr. Bronczyk,

Please see attached the PVGID's letter of conditions for the above-referenced case.

Thank you,

~ Cathy

*Cathy Glatthar*  
Assistant to the Board

# **P**alomino **V**alley General Improvement District

9732 Pyramid Hwy #407, Sparks, NV 89441

June 21, 2022

Chris Bronczyk, Senior Planner  
Planning and Building Division  
Via Email: [cbronczyk@washoecounty.gov](mailto:cbronczyk@washoecounty.gov)

Re: Tentative Parcel Map Case Number WTPM22-0012  
(5870 Whiskey Springs Road, Feickert Parcel Map 2022)

Dear Mr. Bronczyk,

The Palomino Valley General Improvement District (PVGID) imposes the following conditions of approval on the above referenced tentative parcel map case:

1. The private access easement that connects with Whiskey Springs Road, as depicted on the application map, shall be designed and constructed in accordance with the procedures outlined in the attached Resolution No. F19-R1, Amendment of Resolution No. F13-R2 - Procedure for Access to District Rights-of-Way. In the case of conflict with State or County regulations, the stricter regulation shall apply.
2. The only access to the four parcels created by this parcel map will be via the private access easement, as depicted on the application map. No other direct driveway or roadway connection with Whiskey Springs Road will be allowed.

If you should have any questions, please contact me at 775-848-6788 or email at [palvalgid@gmail.com](mailto:palvalgid@gmail.com).

Sincerely,

p.p. *Catherine A. Glatthar*

Greg Dennis  
President

GD/cag

Attachment

PALOMINO VALLEY GENERAL IMPROVEMENT DISTRICT

RESOLUTION NO. F19-R1

AMENDMENT OF RESOLUTION NO. F13-R2  
PROCEDURE FOR ACCESS TO DISTRICT RIGHTS-OF-WAY

WHEREAS, in 1992 the Board of Trustees established a procedure to be followed when any new construction resulted in a driveway, street, or road connection to any of the rights of way of the District; and

WHEREAS, on October 17, 2013, the Board of Trustees did approve amendments to the procedure as originally adopted in 1992; and

WHEREAS, it has been determined that the existing procedure shall be amended as it relates to the minimum diameter of the culverts installed, if culverts are stipulated as the method of controlling drainage from new driveways, streets, or roads that connect with District rights of way;

NOW, THEREFORE, pursuant to the powers vested in the Board of Trustees by Chapter 318 of the Nevada Revised Statutes, the following, amended procedure shall be followed in all new construction if said construction will result in a driveway, street, or road connection to any of the rights of way of the Palomino Valley General Improvement District (PVGID):

1. Plans or engineered drawings shall be submitted to the PVGID for approval prior to any road construction that connects with PVGID rights of way whether temporary or permanent.
2. Plans shall be drawn to a scale of not less than 1" = 100' and on paper not less than 11" x 17" in size.
3. Plans shall clearly indicate the location of the proposed connection with distance from nearest property corner on District roadway.
4. Plans shall clearly indicate the difference in elevation (in feet) between the proposed crown of the access road and the flow line of the drainage ditch and the crown of the District's road.
5. Drainage from roadways or driveways shall not be allowed onto PVGID maintained roadways. Drainage shall be handled by one of the following methods:
  - a. Construct and maintain a broad, gentle swale across the new access to perpetuate flows and match the grade of the roadside V-ditch of the PVGID maintained roadway. If cross slopes create unacceptable erosion potential, the swale shall be armored with four-inch (4") deep geocell filled with concrete or other methods acceptable to the District, or

- b. Install and maintain culverts, as specified in the following chart, so as to perpetuate drainage ways and match inverts of PVGID V-ditches:

Culvert Length	Minimum Culvert Diameter
20 feet	12 inch
30 feet	16 inch
40 feet	18 inch
60 feet	24 inch

Note: Larger diameter culverts may be required if PVGID ditches carry large flows.

The method will be selected by the District upon receipt of location information, site inspection by District personnel, and consultation with the applicant.

The new roadway shall exhibit a minimum four percent (4%) crown or cross slope and roadside V-ditches.

- 6. Connections to PVGID rights of way which are accomplished in the foregoing manner shall be deemed to be revocable encroachments permitted by PVGID so long as maintained by the owner thereof.

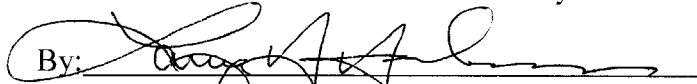
BE IT FURTHER RESOLVED that this Resolution be spread at large upon the minutes or attached thereto.

Upon motion by Trustee, Marty Breitmeyer, seconded by Trustee Don Otto, the foregoing Resolution was passed and adopted this 20th day of June, 2019 by the following vote:

AYES: 4 NAYS: 0

ABSENT: 1 ABSTAIN: 0

Board of Trustees of the Palomino Valley General Improvement District

By:   
 Larry J. Johnson, President

**NOTE:** This Resolution cannot be amended or cancelled without a vote of the PVGID Board of Trustees.

**WASHOE COUNTY  
HEALTH DISTRICT**  
ENHANCING QUALITY OF LIFE

June 29, 2022

Washoe County Community Services  
Planning and Development Division

RE: Feickert PM; 077-560-05  
Tentative Parcel Map; WTPM22-0012

Dear Washoe County Staff:

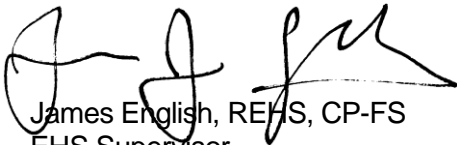
The following conditions are requirements of the Washoe County Health District, Environmental Health Services Division, (WCHD) which shall be responsible for determining compliance with these conditions.

**Contact Name – James English - [jenglish@washoecounty.us](mailto:jenglish@washoecounty.us)**

- a) Condition #1: The WCHD has reviewed the application, it is noted the application states the parcels will be served by onsite sewage disposal systems (OSDS). Each proposed parcel must have a test trench on it, with applicable permits and inspections by the WCHD prior to final signing or recording of the map.
- b) Condition #2: A application states water service will be provided by individual residential wells with adequate subsurface water rights.

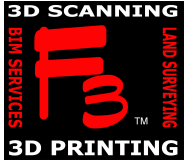
If you have any questions or would like clarification regarding the foregoing, please contact James English, EHS Supervisor at [jenglish@washoecounty.us](mailto:jenglish@washoecounty.us) regarding all Health District comments.

Sincerely,



James English, REHS, CP-FS  
EHS Supervisor  
Environmental Health Services  
Washoe County Health District





July 25, 2022

Lewis Roca  
Attn: Michael Cabrera

Re: Feickert Tentative Parcel Map  
5870 Whiskey Springs Road  
Reno, NV 89510  
APN 077-560-05  
Average Width for Proposed Lots

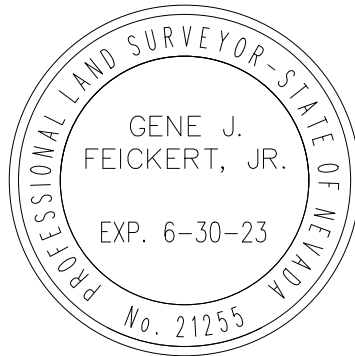
Mr. Cabrera,

The four proposed lots have the following average widths:

Parcel 1	374 ft
Parcel 2	501 ft
Parcel 3	500 ft
Parcel 4	326 ft

Sincerely,

Gene Feickert, PLS  
LS 21255



## Tentative Parcel Map

Washoe County Code (WCC) Chapter 110, Article 606, Tentative Parcel Map, prescribes the requirements for and waiver of, parcel maps. A parcel map shall be required for all subdivisions, merger, and re-subdivision of existing lots, and common-interest communities consisting of four (4) or fewer units. The Parcel Map Review Committee shall approve, conditionally approve, or deny the tentative parcel map within sixty (60) days of the date that the application is determined to be complete. See WCC 110.606, for further information.

### Development Application Submittal Requirements

**This sheet must accompany the original application and be signed by the Professional Land Surveyor.**

1. **Fees:** See Master Fee Schedule. **Bring payment with your application to Community Services Department (CSD). Make check payable to Washoe County.** There may also be a fee due to the Engineering Department for Technical Plan Check.
2. **Development Application:** A completed Washoe County Development Application form.
3. **Owner Affidavit:** The Owner Affidavit must be signed and notarized by all owners of the property subject to the application request.
4. **Proof of Property Tax Payment:** The applicant must provide a written statement from the Washoe County Treasurer's Office indicating all property taxes for the current quarter of the fiscal year on the land have been paid.
5. **Application Materials:** The completed Tentative Parcel Map Application materials.
6. **Title Report:** A preliminary title report, with an effective date of no more than one hundred twenty (120) days of the submittal date, by a title company which provides the following information:
  - Name and address of property owners.
  - Legal description of property.
  - Description of all easements and/or deed restrictions.
  - Description of all liens against property.
  - Any covenants, conditions and restrictions (CC&Rs) that apply.

**Submit Title Report with "Original Packet" only. You may be requested to provide additional copies, but do not include Title Report in other copies of the packet.**

7. **Development Plan Specifications:** (If the requirement is "Not Applicable," please check the box preceding the requirement.)
  - a. Map to be drawn using engineering scales (e.g. scale 1" = 100', 1" = 200', or 1" = 500' unless a prior approval is granted by the County Surveyor) showing all streets and ingress/egress to the property and must meet NRS standards as specified in NRS 278.466.
  - b. Property boundary lines, distances and bearings.
  - c. Contours at five (5) foot intervals or two (2) foot intervals where, in the opinion of the County Engineer, topography is a major factor in the development.
  - d. The cross sections of all right-of-ways, streets, alleys or private access ways within the proposed development, proposed name and approximate grade of each, and approximate radius of all curves and diameter of each cul-de-sac.
  - e. The width and approximate location of all existing or proposed easements, whether public or private, for roads, drainage, sewers, irrigation, or public utility purposes.
  - f. If any portion of the land within the boundary of the development is subject to inundation or storm water overflow, as shown on the adopted Federal Emergency Management Agency's Flood Boundary and Floodway Maps, that fact and the land so affected shall be clearly

shown on the map by a prominent note on each sheet, as well as width and direction of flow of each water course within the boundaries of the development.

- g. The location and outline to scale of each existing building or structure that is not to be moved in the development.
  - h. Existing roads, trails or rights-of-way within the development shall be designated on the map.
  - i. Vicinity map showing the proposed development in relation to the surrounding area.
  - j. Date, north arrow, scale, and number of each sheet in relation to the total number of sheets.
  - k. Location of snow storage areas sufficient to handle snow removed from public and private streets, if applicable.
  - l. All known areas of potential hazard including, but not limited to, earth slide areas, avalanche areas or otherwise hazardous slopes, shall be clearly designated on the map. Additionally, active fault lines (post-Holocene) shall be delineated on the map.
8. **Street Names:** A completed "Request to Reserve New Street Name(s)" form (included in application packet). Please print all street names on the Tentative Map. Note whether they are existing or proposed.
9. **Packets:** Four (4) packets and a flash drive – any digital documents need to have a resolution of 300 dpi. One (1) packet must be labeled "Original" and contain a signed and notarized Owner Affidavit. Each packet shall include an 8.5" x 11" reduction of any large format sheets included in the application. These materials must be readable. Labeling on these reproductions should be no smaller than 8 point on the 8½ x 11" display. Each packet shall include: one (1) 8.5" x 11" reduction of any applicable site plan, development plan, and/or application map. Large format sheets should be included in a slide pocket(s). Any specialized reports identified above shall be included as attachments or appendices and be annotated as such.

- Notes:
- (i) Application and map submittals must comply with all specific criteria as established in the Washoe County Development Code and/or the Nevada Revised Statutes.
  - (ii) Based on the specific nature of the development request, Washoe County reserves the right to specify additional submittal packets, additional information and/or specialized studies to clarify the potential impacts and potential conditions of development to minimize or mitigate impacts resulting from the project. No application shall be processed until the information necessary to review and evaluate the proposed project is deemed complete by the Director of Planning and Building.
  - (iii) All oversized maps and plans must be folded to a 9" x 12" size.

I hereby certify, to the best of my knowledge,, all information contained in this application is correct and meets all Washoe County Development Code requirements.



Professional Land Surveyor



## Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Building staff at 775.328.6100.

<b>Project Information</b>		Staff Assigned Case No.: _____	
Project Name:			
Project Description:			
Project Address:			
Project Area (acres or square feet):			
Project Location (with point of reference to major cross streets <b>AND</b> area locator):			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
Indicate any previous Washoe County approvals associated with this application: Case No.(s).			
<b>Applicant Information</b> (attach additional sheets if necessary)			
<b>Property Owner:</b>		<b>Professional Consultant:</b>	
Name:		Name:	
Address:		Address:	
Zip:		Zip:	
Phone:                      Fax:		Phone:                      Fax:	
Email:		Email:	
Cell:                              Other:		Cell:                              Other:	
Contact Person:		Contact Person:	
<b>Applicant/Developer:</b>		<b>Other Persons to be Contacted:</b>	
Name:		Name:	
Address:		Address:	
Zip:		Zip:	
Phone:                      Fax:		Phone:                      Fax:	
Email:		Email:	
Cell:                              Other:		Cell:                              Other:	
Contact Person:		Contact Person:	
<b>For Office Use Only</b>			
Date Received:                      Initial:		Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

# Tentative Parcel Map Application Supplemental Information

(All required information may be separately attached)

1. What is the location (address or distance and direction from nearest intersection)?

--

- a. Please list the following:

APN of Parcel	Land Use Designation	Existing Acres

2. Please describe the existing conditions, structures, and uses located at the site:

--

3. What are the proposed lot standards?

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Proposed Minimum Lot Area				
Proposed Minimum Lot Width				

4. For parcel with split zoning what is the acreage/square footage of each zoning in the new parcels?

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Proposed Zoning Area				
Proposed Zoning Area				

5. Was the parcel or lot that is proposed for division created (recorded) within the last 5 years? (If yes, public review of the parcel map will be required. See Planning and Building staff for additional materials that are required to be submitted.)

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

6. Utilities:

a. Sewer Service	
b. Electrical Service/Generator	
c. Water Service	

7. Please describe the source of the water facilities necessary to serve the proposed tentative parcel map:

- a. Water System Type:

<input type="checkbox"/> Individual wells		
<input type="checkbox"/> Private water	Provider:	
<input type="checkbox"/> Public water	Provider:	

b. Available:

<input type="checkbox"/> Now	<input type="checkbox"/> 1-3 years	<input type="checkbox"/> 3-5 years	<input type="checkbox"/> 5+ years
------------------------------	------------------------------------	------------------------------------	-----------------------------------

c. Washoe County Capital Improvements Program project?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

8. What sewer services are necessary to accommodate the proposed tentative parcel map?

a. Sewage System Type:

<input type="checkbox"/> Individual septic		
<input type="checkbox"/> Public system	Provider:	

b. Available:

<input type="checkbox"/> Now	<input type="checkbox"/> 1-3 years	<input type="checkbox"/> 3-5 years	<input type="checkbox"/> 5+ years
------------------------------	------------------------------------	------------------------------------	-----------------------------------

c. Washoe County Capital Improvements Program project?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

9. For most uses, the Washoe County Code, Chapter 110, Article 422, Water and Sewer Resource Requirements, requires the dedication of water rights to Washoe County when creating new parcels. Please indicate the type and quantity of water rights you have available should dedication be required:

a. Permit #		acre-feet per year	
b. Certificate #		acre-feet per year	
c. Surface Claim #		acre-feet per year	
d. Other, #		acre-feet per year	

a. Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources):

--

10. Does the property contain wetlands? (If yes, please attach a preliminary delineation map and describe the impact the proposal will have on the wetlands. Impacts to the wetlands may require a permit issued from the U.S. Army Corps of Engineers.)

<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, include a separate set of attachments and maps.
------------------------------	-----------------------------	---

11. Does property contain slopes or hillsides in excess of 15 percent and/or significant ridgelines? (If yes, and this is the second parcel map dividing this property, Article 424, Hillside Development of the Washoe County Development Code will apply.)

<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, include a separate set of attachments and maps.
------------------------------	-----------------------------	---

12. Does property contain geologic hazards such as active faults; hillside or mountainous areas; is it subject to avalanches, landslides, or flash floods; is it near a water body, stream, Significant Hydrologic Resource as defined in Article 418, or riparian area such as the Truckee River, and/or an area of groundwater recharge

<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, include a separate set of attachments and maps.
------------------------------	-----------------------------	---

13. Does the tentative parcel map involve common open space as defined in Article 408 of the Washoe County Development Code? (If so, please identify all proposed non-residential uses and all the open space parcels.)?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, include a separate set of attachments and maps.
------------------------------	-----------------------------	---

14. If private roads are proposed, will the community be gated? If so, is a public trail system easement provided through the subdivision?

--

15. Are there any applicable policies of the adopted area plan in which the project is located that require compliance? If so, which policies and how does the project comply.

<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, include a separate set of attachments and maps.
------------------------------	-----------------------------	---

16. Are there any applicable area plan modifiers in the Development Code in which the project is located that require compliance? If so, which modifiers and how does the project comply?

--

17. Is the project subject to Article 418, Significant Hydrologic Resources? If yes, please address Special Review Considerations within Section 110.418.30 in a separate attachment.

<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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## Grading

**Please complete the following additional questions if the project anticipates grading that involves: (1) Disturbed area exceeding twenty-five thousand (25,000) square feet not covered by streets, buildings and landscaping; (2) More than one thousand (1,000) cubic yards of earth to be imported and placed as fill in a special flood hazard area; (3) More than five thousand (5,000) cubic yards of earth to be imported and placed as fill; (4) More than one thousand (1,000) cubic yards to be excavated, whether or not the earth will be exported from the property; or (5) If a permanent earthen structure will be established over four and one-half (4.5) feet high. If your project exceeds any of the above criteria, you shall either provide a preliminary grading and roadway design plan for review OR if these criteria are exceeded with the final construction drawings and not disclosed at the Tentative Parcel Map Application, you shall be required to apply for a special use permit for grading and you will be delayed up to three months, if approved.**

18. How many cubic yards of material are you proposing to excavate on site?

--

19. How many cubic yards of material are you exporting or importing? If exporting of material is anticipated, where will the material be sent? If the disposal site is within unincorporated Washoe County, what measures will be taken for erosion control and revegetation at the site? If none, how are you balancing the work on-site?

20. Can the disturbed area be seen from off-site? If yes, from which directions, and which properties or roadways? What measures will be taken to mitigate their impacts?

21. What is the slope (Horizontal/Vertical) of the cut and fill areas proposed to be? What methods will be used to prevent erosion until the revegetation is established?

22. Are you planning any berms and, if so, how tall is the berm at its highest? How will it be stabilized and/or revegetated?

23. Are retaining walls going to be required? If so, how high will the walls be, will there be multiple walls with intervening terracing, and what is the wall construction (i.e. rockery, concrete, timber, manufactured block)? How will the visual impacts be mitigated?

24. Will the grading proposed require removal of any trees? If so, what species, how many, and of what size?

25. What type of revegetation seed mix are you planning to use and how many pounds per acre do you intend to broadcast? Will you use mulch and, if so, what type?

26. How are you providing temporary irrigation to the disturbed area?

27. Have you reviewed the revegetation plan with the Washoe Storey Conservation District? If yes, have you incorporated their suggestions?

28. Surveyor:

Name	
Address	
Phone	
Cell	
E-mail	
Fax	
Nevada PLS #	

Property Owner Affidavit

Applicant Name: GENE JAMES FEICKERT JR

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 )

I, GENE JAMES FEICKERT JR  
(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 Building.

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

Assessor Parcel Number(s): 077-560-05

Printed Name GENE JAMES FEICKERT JR

Signed [Signature]

Address 1209 MALLARD CROSS DR  
SPARKS, NV 89441

Subscribed and sworn to before me this 6th day of June 2022

[Signature]  
Notary Public in and for said county and state

My commission expires: 5/6/2023

(Notary Stamp)



\*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

Property Owner Affidavit

Applicant Name: Tara Ruth Feickert

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 )

I, Tara Ruth Feickert  
(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 Building.

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

Assessor Parcel Number(s): 077-560-05

Printed Name Tara Ruth Feickert

Signed [Signature]

Address 1209 Mallard Crest Dr  
Sparks NV 89441

Subscribed and sworn to before me this 6th day of June 2022

[Signature]  
Notary Public in and for said county and state

My commission expires: 5/6/2023

(Notary Stamp)



\*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



**DIRECTOR OF PLANNING AND BUILDING CERTIFICATE**

THE FINAL PARCEL MAP CASE NO. \_\_\_\_\_, MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP AND ITS CONDITIONS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, AND THOSE CONDITIONS HAVE BEEN SATISFIED FOR RECORDATION OF THIS MAP. THE OFFER(S) OF DEDICATION IS (ARE) REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NEVADA REVISED STATUTES CHAPTER 278. THIS FINAL MAP IS APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY THE DIRECTOR OF PLANNING AND BUILDING OF WASHOE COUNTY, NEVADA, IN ACCORDANCE WITH NEVADA REVISED STATUTES 278.471 THROUGH 278.4725.

\_\_\_\_\_  
MOJRA HAUENSTEIN, DIRECTOR, PLANNING AND BUILDING DIVISION

**DISTRICT BOARD OF HEALTH CERTIFICATE**

THIS MAP IS APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES. THIS MAP HAS BEEN FOUND TO MEET ALL APPLICABLE REQUIREMENTS AND PROVISIONS OF THE ENVIRONMENTAL HEALTH SERVICES DIVISION OF THE WASHOE COUNTY HEALTH DISTRICT.

\_\_\_\_\_  
FOR THE DISTRICT BOARD OF HEALTH DATE

**TAX CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO N.R.S. 361A.265.

APN 077-560-05  
WASHOE COUNTY TREASURER

\_\_\_\_\_  
TREASURER DATE

**WATER AND SEWER RESOURCE CERTIFICATE**

THE PROJECT/DEVELOPMENT DEPICTED ON THIS MAP IS IN CONFORMANCE WITH THE PROVISIONS OF ARTICLE 442 OF WASHOE COUNTY CHAPTER 110 (DEVELOPMENT CODE).

\_\_\_\_\_  
WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT DATE

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**UTILITY COMPANIES CERTIFICATE**

THE UTILITY EASEMENTS SHOWN ON THIS PLAT TO BE GRANTED OR TO REMAIN HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED PUBLIC UTILITY COMPANIES, CABLE TV COMPANIES AND TRUCKEE MEADOWS WATER AUTHORITY.

\_\_\_\_\_  
CHARTER COMMUNICATIONS DATE

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
NEVADA BELL TELEPHONE COMPANY DATE  
D/B/A AT&T NEVADA

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
SIERRA PACIFIC POWER COMPANY DATE  
D/B/A NV ENERGY

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
TRUCKEE MEADOWS WATER AUTHORITY DATE

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



**VICINITY MAP**  
(NOT TO SCALE)

**SURVEYOR'S STATEMENT**

I, GENE FEICKERT JR., A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF MYSELF AND TARA FEICKERT.
2. THE LANDS SURVEYED LIE WITHIN A PORTION OF SECTION 3, T22N, R21E, M.D.M., WASHOE COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON MARCH 2, 2022.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

DATE: \_\_\_\_\_  
\_\_\_\_\_  
GENE FEICKERT JR. P.L.S.  
L.S. NO. 6608  
EXPIRES: DECEMBER 31, 2009

**TITLE COMPANY CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PARCEL MAP HAS BEEN EXAMINED AND THAT GENE FEICKERT, JR. AND TARA FEICKERT ARE THE LAST TITLE HOLDERS OF RECORD FOR ALL THE LANDS DELINEATED HEREON AND THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE OWNERS FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES COLLECTED AS TAXES OR SPECIAL ASSESSMENTS, EXCEPT: \_\_\_\_\_, AS OF \_\_\_\_\_

FIRST CENTENNIAL TITLE COMPANY OF NEVADA.  
\_\_\_\_\_  
DATE

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**COUNTY SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND PERFORMED A TECHNICAL MAP CHECK OF THE GEOMETRIC DATA SHOWN HEREON AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

\_\_\_\_\_  
WAYNE HANDROCK, PLS  
WASHOE COUNTY SURVEYOR

**OWNER'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE UNDERSIGNED, GENE FEICKERT, JR. AND TARA FEICKERT, ARE THE OWNERS OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND HAVE CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT, AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278. THE PUBLIC UTILITY EASEMENTS AS SHOWN OR NOTED HEREON ARE HEREBY GRANTED TOGETHER WITH THE RIGHT OF ACCESS TO ALL PUBLIC UTILITY COMPANIES, CABLE TELEVISION COMPANIES, AND TRUCKEE MEADOWS WATER AUTHORITY, THEIR SUCCESSORS AND ASSIGNS.

GENE FEICKERT, JR.

\_\_\_\_\_  
GENE FEICKERT, JR. DATE

TARA FEICKERT

\_\_\_\_\_  
TARA FEICKERT DATE

**NOTARY PUBLIC CERTIFICATE**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_

BY GENE FEICKERT, JR. WHO PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, WHO ACKNOWLEDGED THAT HE EXECUTED THE ABOVE INSTRUMENT.

\_\_\_\_\_  
NOTARY PUBLIC  
(MY COMMISSION EXPIRES \_\_\_\_\_)

**NOTARY PUBLIC CERTIFICATE**

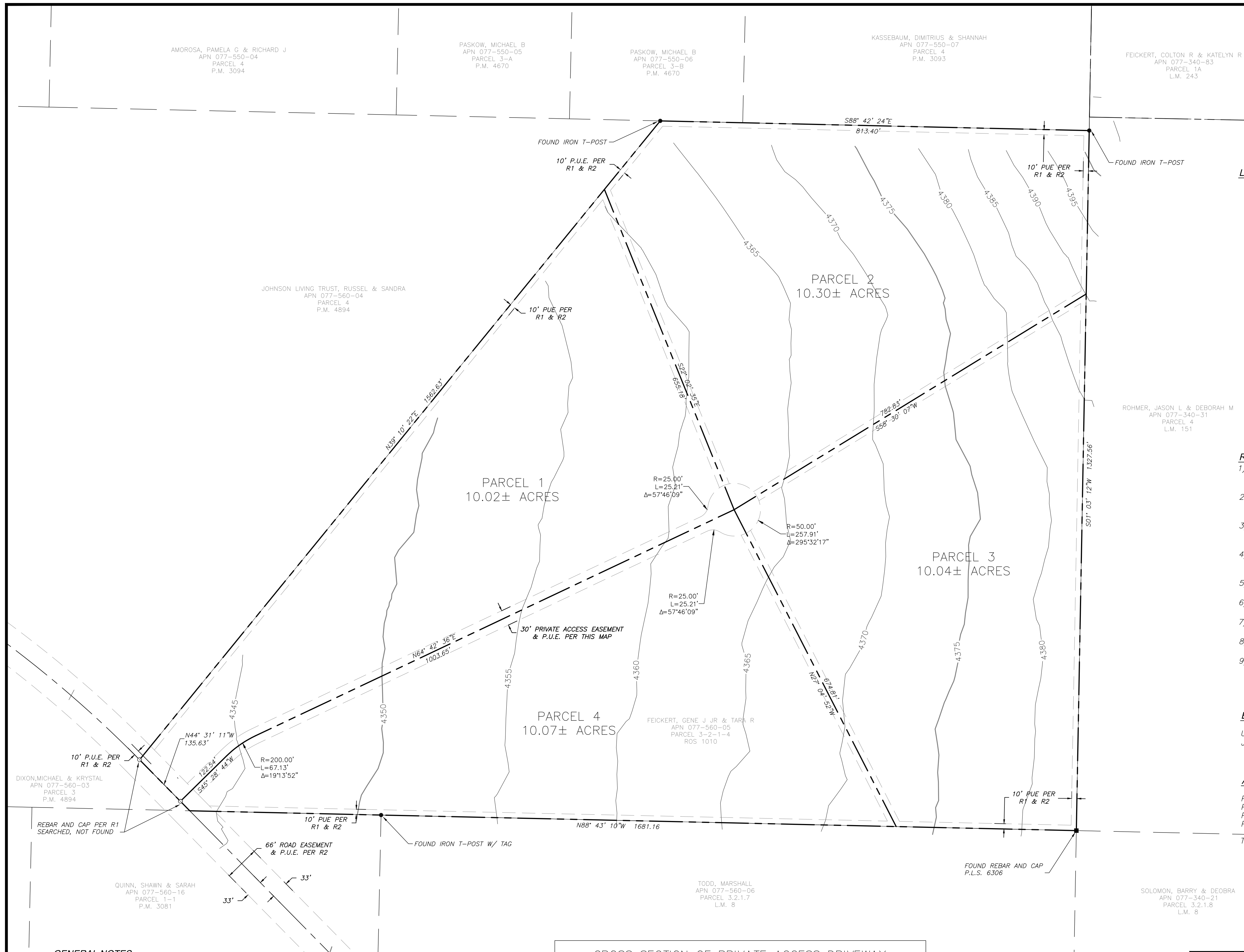
STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_

BY TARA FEICKERT WHO PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, WHO ACKNOWLEDGED THAT HE EXECUTED THE ABOVE INSTRUMENT.

\_\_\_\_\_  
NOTARY PUBLIC  
(MY COMMISSION EXPIRES \_\_\_\_\_)

<p>FILE NUMBER _____</p> <p>FILED FOR RECORD AT THE REQUEST OF _____</p> <p>ON THIS ____ DAY OF _____</p> <p>20__ AT __MIN PAST O'CLOCK __M.</p> <p>OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.</p> <p>COUNTY RECORDER</p> <p>BY: _____ DEPUTY</p> <p>FEE: _____</p>	<p>TENTATIVE PARCEL MAP FOR <b>GENE JAMES FEICKERT, JR. AND TARA RUTH FEICKERT</b></p> <p>BEING A DIVISION OF A PORTION OF PARCEL 3-2-1-4 OF RECORD OF SURVEY MAP NO. 1010</p> <p>LOCATED WITHIN A PORTION OF SECTION 3, T22N, R21E, M.D.M. COUNTY OF WASHOE, STATE OF NEVADA SHEET 1 OF 2</p> <hr/> <p>PREPARED BY <b>F3</b> &amp; Associates, Inc. LAND SURVEYING 145 ISIDOR CT., SUITE B, • SPARKS • NV • 89441</p>
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**LEGEND AND ABBREVIATIONS**

---	PROPERTY LINE
---	ROAD CENTERLINE
---	EASEMENT LINE
---	ADJOINING PROPERTY LINE
---	MAJOR CONTOURS (25' INTERVAL)
---	MINOR CONTOURS (5' INTERVAL)

L.M.	LAND MAP
P.M.	PARCEL MAP
P.U.E.	PUBLIC UTILITY EASEMENT

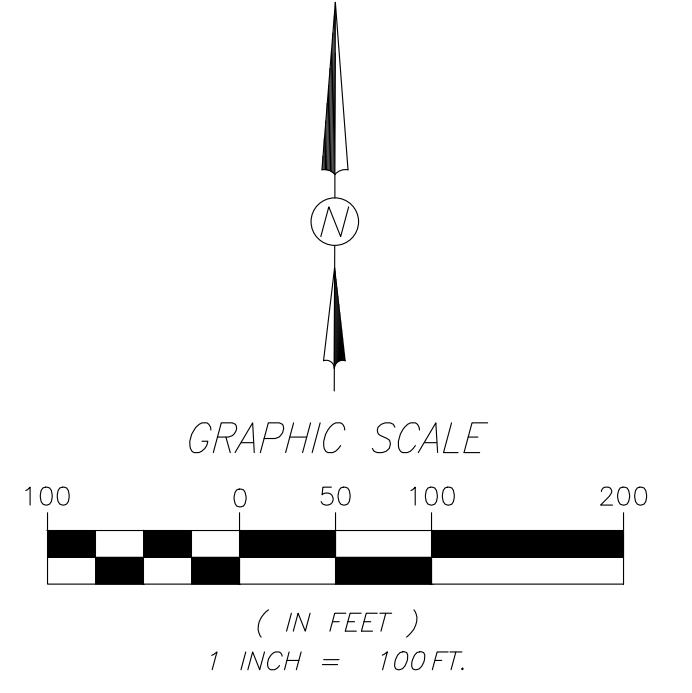
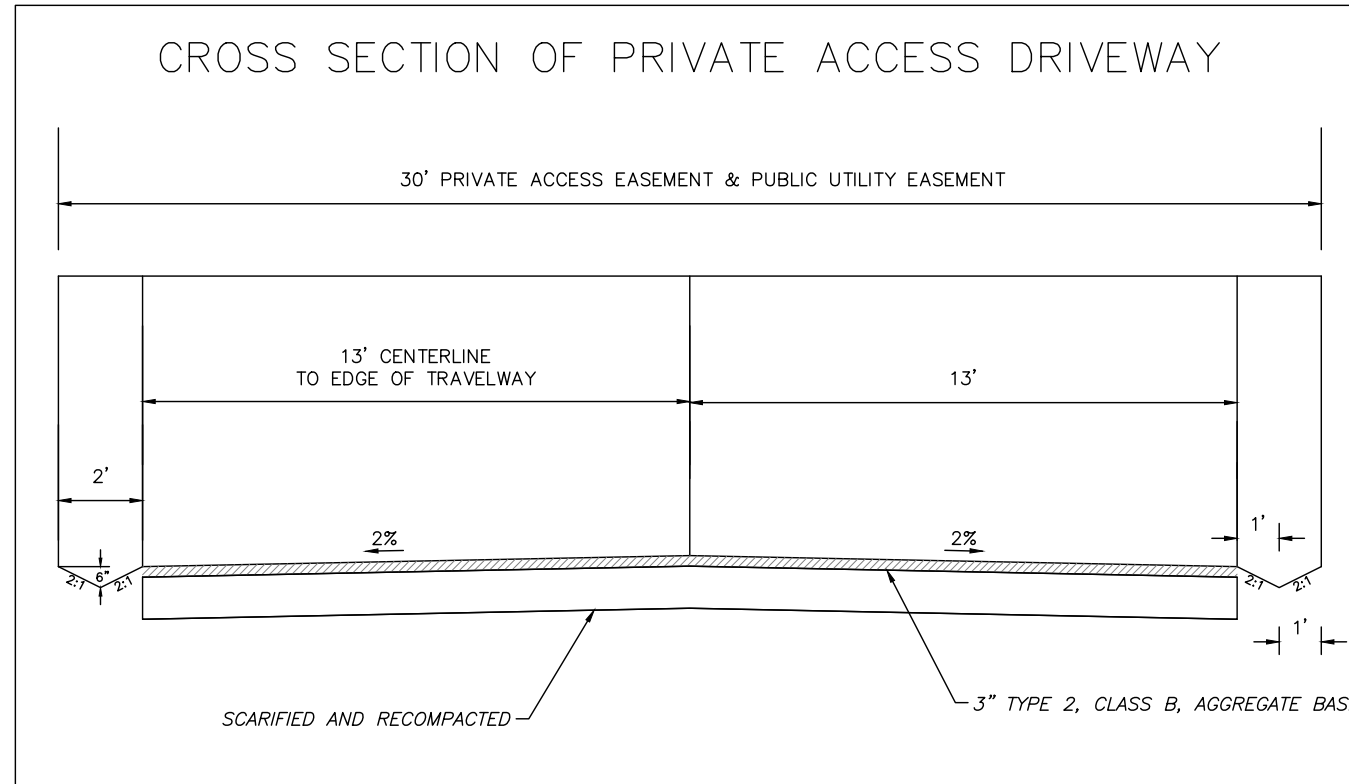
- REFERENCES**
- RECORD OF SURVEY MAP NO. 1010, FILE NO. 434699, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.
  - MAP OF DIVISION INTO LARGE PARCELS NO. 14, FILE NO. 434701, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.
  - MAP OF DIVISION INTO LARGE PARCELS NO. 151, FILE NO. 1883894, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.
  - MAP OF DIVISION INTO LARGE PARCELS NO. 243, FILE NO. 4502432, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.
  - PARCEL MAP 3081, FILE NO. 2021513, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.
  - PARCEL MAP 3093, FILE NO. 2029426, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.
  - PARCEL MAP 3094, FILE NO. 2029427, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.
  - PARCEL MAP 4670, FILE NO. 3448324, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.
  - PARCEL MAP 4894, FILE NO. 3632739, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.

**BASIS OF BEARINGS**  
 U.S.C & G.S. STATIONS -  
 JUNCTION HOUSE TO MONTE = N. 52°09'01" E.

**AREA SUMMARY**

PARCEL 1	= 10.02± ACRES
PARCEL 2	= 10.30± ACRES
PARCEL 3	= 10.04± ACRES
PARCEL 4	= 10.07± ACRES
<b>TOTAL AREA</b>	<b>= 40.43± ACRES</b>

- GENERAL NOTES**
- ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 32031C2700G, REVISED MARCH 16, 2009, THE SURVEYED PROPERTY (APN 077-560-05) IS LOCATED ENTIRELY WITHIN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
  - ALL PROPERTIES, REGARDLESS IF THEY ARE LOCATED WITHIN OR OUTSIDE OF A FEMA DESIGNATED FLOOD ZONE, MAY BE SUBJECT TO FLOODING. EACH PROPERTY OWNER IS REQUIRED TO MAINTAIN ALL DRAINAGE EASEMENTS AND NATURAL DRAINAGES AND NOT PERFORM OR ALLOW UNPERMITTED AND/OR UNAPPROVED MODIFICATIONS TO THE PROPERTY THAT MAY HAVE DETRIMENTAL IMPACTS TO THE SURROUNDING PROPERTIES.
  - NATURAL DRAINAGE WILL NOT BE IMPEDED DURING THE DEVELOPMENT OR IMPROVEMENT OF THESE PARCELS.
  - PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED 10' IN WIDTH ALONG AND ADJACENT TO ALL INTERIOR PROPERTY LINES PER R2.
  - PUBLIC UTILITY EASEMENTS SHALL INCLUDE USE BY CABLE TELEVISION AND TRUCKEE MEADOWS WATER AUTHORITY.
  - ALL PREVIOUSLY ESTABLISHED EASEMENTS ARE TO REMAIN.



**TENTATIVE PARCEL MAP FOR GENE JAMES FEICKERT, JR. AND TARA RUTH FEICKERT**  
 BEING A DIVISION OF A PORTION OF PARCEL 3-2-1-4 OF RECORD OF SURVEY MAP NO. 1010  
 LOCATED WITHIN A PORTION OF SECTION 3, T22N, R21E, M.D.M., COUNTY OF WASHOE, STATE OF NEVADA  
 SHEET 2 OF 2

PREPARED BY  
**F3 & Associates, Inc.**  
 LAND SURVEYING  
 145 ISIDOR CT., SUITE B, • SPARKS • NV • 89441

**DEVELOPMENT AGREEMENT**  
**PURSUANT TO WASHOE COUNTY CODE SECTION 110**

THIS AGREEMENT (“Agreement”) is made by and between, on the one hand, Gene James Feickert, Jr. and Tara Ruth Feickert, husband and wife, their agents and successors including developers and eventual subdivided parcel owners (collectively the “Landowner”), and, on the other hand, the County of Washoe, a political subdivision of the State of Nevada (“County”).

**WITNESSETH:**

WHEREAS, the County is authorized, pursuant to Nevada Revised Statutes (“NRS”) § 278.0201, *et seq.*, and Washoe County Development Code (“Code”) § 110.814.00, *et seq.*, to enter into binding development agreements with persons having legal or equitable interests in real property for the purpose of establishing and strengthening long-range plans for property development and providing for developer funding of certain public facilities to serve new development;

WHEREAS, Landowner represents that he and she have complete and sole fee title ownership of the subject real property, the legal description of which is set forth on Exhibit “A” attached hereto and shown in the next identified exhibit;

WHEREAS, the Parties desire to enter into this Agreement in accordance with NRS and Code, as applicable, to promote the health, safety, and general welfare of the County’s inhabitants; to help provide some public services, uses, and infrastructure, for which Landowner voluntarily offers to pay; to secure to Landowner certain land development safeguards and rights; and to achieve the goals and purposes for which the referenced development agreement laws were enacted;

WHEREAS, it is the Parties’ desire that this Agreement satisfy certain of the infrastructure and development provisions of the County’s Warm Springs Area Plan, which was approved by the Washoe County Board of Commissioners on January 12, 2012 and thereafter amended.

WHEREAS, it is the Parties’ further desire that this Agreement satisfy certain of the infrastructure and development provisions of the County’s specific plan for part of the general Warm Springs area in which this Property is located, the specific plan being known as the Warm Springs Specific Plan, which was approved by the Washoe County Board of Commissioners on September 22, 1992, as amended and including the third printing done May 2, 2019;

NOW, THEREFORE, the Parties agree as follows:

## **1. GENERAL**

1.1 Property. The Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Number 077-560-05, consisting of approximately 40 acres in Warm Springs area (the "Property") as more particularly described in Exhibit "A", attached hereto.

1.2 Large Acreage Residential Improvements. There are no improvements currently made to the Property; it is undeveloped land. The Parties agree that the Property shall be divided and improvements constructed strictly for single, large-acreage, residential purposes, namely the division of the 40-acre parcel into four, ten-acre lots (the "Project"). (See plot map, attached hereto as Exhibit "B.") The Project will be constructed and the work of improvements performed in accordance with the Washoe County Comprehensive Plan, the Warm Springs Area Plan, the Warm Springs Specific Plan, the Warm Springs Specific Plan Development Standards Handbook Framework (collectively the "Warm Springs Plans"), the Code, and the NRS all in effect on the date of the County's tentative map approval and as reflected in this Agreement, including its attached exhibits. Landowner shall subdivide to a density allowed by the foregoing Warm Springs Plans, laws, rules, and regulations, as shown on any tentative or final maps. However, Landowner and their successors reserve the option to further subdivide the Property and its parcels in the future, pursuant to then-existing law, if and when the Warm Springs Plans and the Washoe County Health Department permit it.

1.3 Previous Maps. Landowner has not recorded any tentative or final map for any portion of the project.

## **2. AGREEMENT CONCERNING DEVELOPMENT OF LAND**

2.1 Compliance with NRS 278.0201, the Code, and this Agreement constitute 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 Assessor's Parcel Number 077-560-05, consisting of approximately 40 acres, 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, for an initial period of one year, 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 sue permit in existence at the time of expiration of this Agreement.

2.1.3 The permitted uses on the Property and the density or intensity of its use, are as provided in the Warm Springs Plans and the Code. The Property is currently designated “Medium Density Rural,” on the Warm Springs Specific Plan Land Use Plan, as depicted in Exhibit “C” hereto. This designation, the Code states,

is intended to preserve areas where agriculture, grazing and/or open space predominate. Single-family, detached residences in this area are generally on five (5)-acre lots and have limited public services and facilities available. Multi-family residences are not appropriate, but single-family homes may be clustered to retain open space and agricultural uses. The maximum number of dwelling units that may be located in this regulatory zone is one (1) unit per five (5) acres. The minimum lot area in this regulatory zone is four (4) acres.

Section 110.106.15(d). Similarly, The Warm Springs Specific Plan permits development “at an overall density of one dwelling unit per 2.5 acres on individual domestic well,” (p. 22), which complies with the Property’s land use designation. *See also* Warm Springs Area Plan, p. 16 (“The overall average residential density in the Warm Springs SPA will not exceed one dwelling unit per two and one-half acres.”).

2.1.4 The maximum height and size of the proposed buildings will comply with the Warm Springs Plans and the Code.

2.1.5 The provisions for the dedication of any portion of the Property for public uses, if any, will be provided in a forthcoming tentative map and the Code. There are no environmentally sensitive lands or historic structures on the Property.

2.1.6 Terms and conditions relating to construction and financing of necessary public improvements and facilities, if any, are in accordance with and as provided for in the Warm Springs Plans and the Code, and will also be in accordance with any subdivision improvement agreements for future, final maps.

2.1.7 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 state will be addressed with the submittal of each final map.

2.1.8 The final map, to be a minimum of four lots, shall be presented to the Planning Commission 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 four lots. Unless otherwise provided herein, the deadlines for any final maps shall be governed by NRS 278.360.

2.1.9 Development standards for the Project will be set forth in the conditions and requirements of any forthcoming tentative map, any forthcoming action order issued by the Board of County Commission, 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 Agreement shall be given in accordance with NRS Chapter 278 and Section 110.814.25 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, 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.

### **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 Assignment 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 Dates 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 Notices. Unless otherwise provided in this Agreement, all notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or sent by overnight courier or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To County: WASHOE COUNTY  
Department of Community Development  
Current Planning Division  
PO Box 11130  
Reno, NV 89520-0027

To Owner: Gene James Feickert, Jr. and Tara Ruth Feickert  
1209 Mallard Crest Drive  
Sparks, NV 89441

3.8 Written Amendments. Amendments to this Agreement shall be defined as changes which are not in substantial compliance with this Agreement. Amendments, if any, shall be approved as provide in NRS 278.0205. Changes hereto which are in substantial compliance with this Agreement may be requested by Landowner and approved or denied by the Director of Planning and Building. The Director of Planning and Building shall also decide whether or not a proposed change is in substantial compliance with this Agreement or any forthcoming tentative maps. The Landowner may appeal an adverse decision by the Director of Planning and Building to the Board of County Commissioners by written notice filed with the Director of Planning and Building, if filed within thirty (30) 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.

3.9 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 this Agreement.

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

3.11 Interpretation. The parties hereby 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.

3.12 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 pages.

[Signatures appear on following page]



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

**LANDOWNER:**

**COUNTY:**

**Gene James Feickert, Jr.**

**COUNTY OF WASHOE, a political  
subdivision of the State of Nevada, BY  
ITS BOARD OF WASHOE COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Gene James Feickert, Jr.

Name: Vaughn Hartung

Title: Signing Individually

Title: County Commission Chair

**Tara Ruth Feickert**

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_

Jan Galassini, County Clerk

Date: \_\_\_\_\_

Name: Tara Ruth Feickert

Title: Signing Individually

[Signature page to Development Agreement]

STATE OF NEVADA     )  
                                  ) SS.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_,  
2022, by Gene James Feickert, Jr.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF NEVADA     )  
                                  ) SS.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_,  
2022, by Tara Ruth Feickert.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF NEVADA     )  
                                  ) SS.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_,  
2021, by Vaughn Hartung, Chairman of the Washoe County Commissioners

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Rough Plot Map]

## EXHIBIT "A"

### LEGAL DESCRIPTION OF SUBJECT PROPERTY

All that portion of Parcel 3-2-1-4 as shown on the Record of Survey Map No. 1010, filed in the office of the Washoe County Recorder, Washoe County, Nevada, on November 10, 1976 under File No. 434699 and Division of Land Map No. 14, recorded November 10, 1976 under File No. 434701, more particularly described as follows:

A portion of Section 3, Township 22 North, Range 21 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

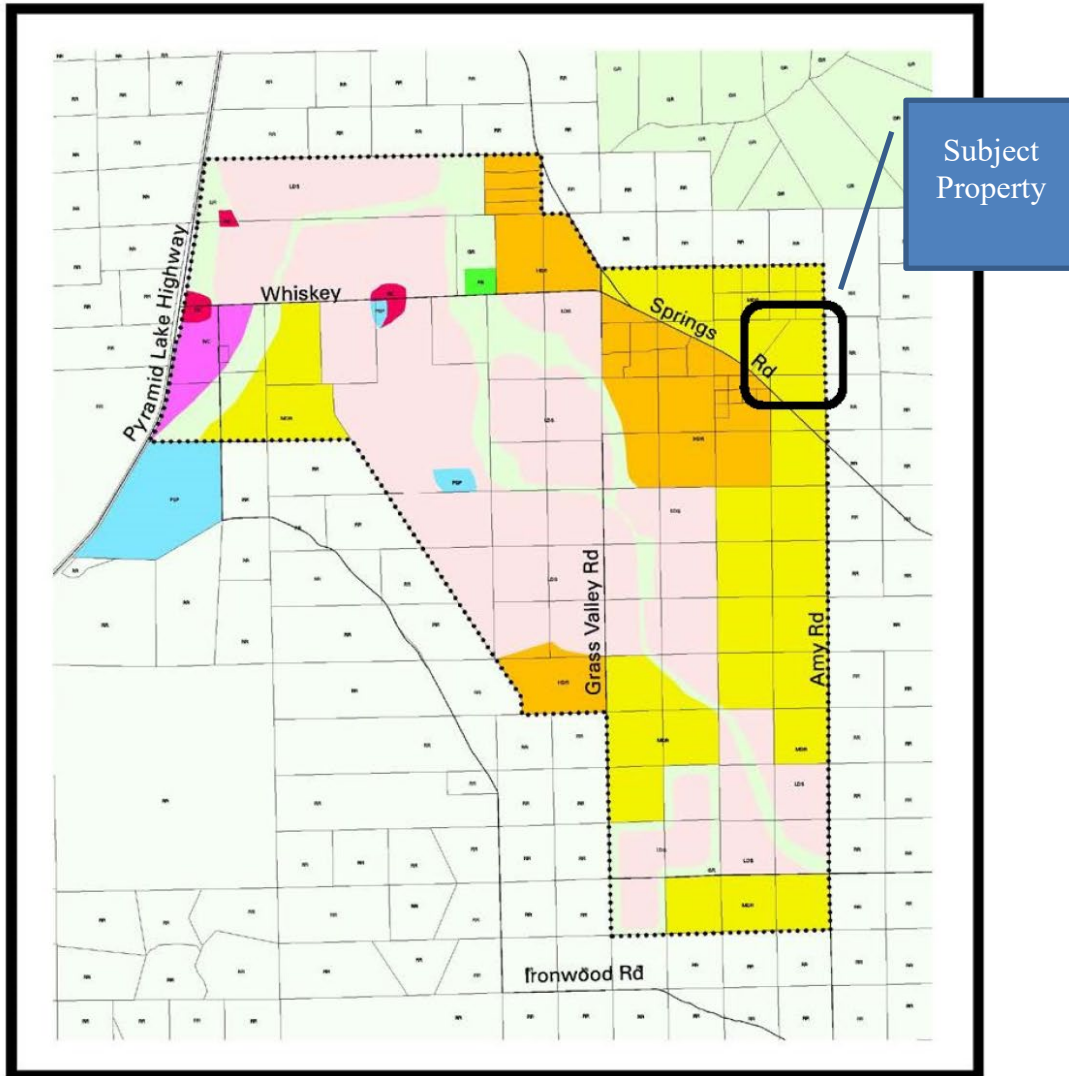
Commencing at the Northwest corner of Section 3;

thence South  $01^{\circ}16'23''$  West, 2,625.44 feet; thence South  $88^{\circ}42'24''$  East, 1,825.16 feet to the TRUE POINT OF BEGINNING; thence South  $88^{\circ}42'24''$  East, 813.40 feet; thence South  $01^{\circ}03'12''$  West, 1,327.56 feet; thence North  $88^{\circ}43'10''$  West, 1,681.16 feet to the centerline intersection of Whiskey Springs Road Easement, 66.00 feet in width as shown on the Record of Survey Map File No. 434699 of Official Records of Washoe County; thence along said centerline North  $44^{\circ}31'11''$  West, 135.63 feet; thence departing from said centerline North  $39^{\circ}10'22''$  East, 1,562.63 feet to the TRUE POINT OF BEGINNING.

The above legal description was taken from prior Document No. 5251249.  
Assessor's Parcel No.: 077-560-05

Exhibit A

# EXHIBIT "B"



### WARM SPRINGS SPECIFIC PLAN LAND USE PLAN

<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ffffcc; border: 1px solid black; margin-right: 5px;"></span> LOW DENSITY RURAL</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ffff00; border: 1px solid black; margin-right: 5px;"></span> MEDIUM DENSITY RURAL</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ffcc00; border: 1px solid black; margin-right: 5px;"></span> HIGH DENSITY RURAL</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ffe4e1; border: 1px solid black; margin-right: 5px;"></span> LOW DENSITY SUBURBAN</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #f08080; border: 1px solid black; margin-right: 5px;"></span> MEDIUM DENSITY SUBURBAN</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ffa500; border: 1px solid black; margin-right: 5px;"></span> HIGH DENSITY SUBURBAN</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #f5deb3; border: 1px solid black; margin-right: 5px;"></span> LOW DENSITY URBAN</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #8b4513; border: 1px solid black; margin-right: 5px;"></span> MEDIUM DENSITY URBAN</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #800000; border: 1px solid black; margin-right: 5px;"></span> HIGH DENSITY URBAN</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ff0000; border: 1px solid black; margin-right: 5px;"></span> GENERAL COMMERCIAL</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ff69b4; border: 1px solid black; margin-right: 5px;"></span> NEIGHBORHOOD COMMERCIAL/ OFFICE</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #800080; border: 1px solid black; margin-right: 5px;"></span> TOURIST COMMERCIAL</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #a9a9a9; border: 1px solid black; margin-right: 5px;"></span> INDUSTRIAL</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #add8e6; border: 1px solid black; margin-right: 5px;"></span> PUBLIC AND SEMI-PUBLIC FACILITIES</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #32cd32; border: 1px solid black; margin-right: 5px;"></span> PARKS AND RECREATION</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #90ee90; border: 1px solid black; margin-right: 5px;"></span> OPEN SPACE</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #d9ead3; border: 1px solid black; margin-right: 5px;"></span> RURAL RESIDENTIAL / GENERAL RURAL</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #6666ff; border: 1px solid black; margin-right: 5px;"></span> SPECIFIC PLAN</li> </ul>
---	--	---

SOURCE: DEPARTMENT OF COMMUNITY DEVELOPMENT  
g:\arcinfo\planarea\wss\spss\wsspe\_plu00.gra

DATE: JULY 1995

NOTE: THE SCALE AND CONFIGURATION OF ALL INFORMATION SHOWN HEREON ARE APPROXIMATE ONLY AND ARE NOT WARRANTED AS SUCH FOR DESIGN OR SURVEY WORK. REPRODUCTION IS NOT PERMITTED WITHOUT PRIOR WRITTEN PERMISSION FROM THE WASHOE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT. THE HORSESHOE YEAR FOR THIS PLAN IS 2015, ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON SEPTEMBER 22, 2015.

0 1000 2000  
SCALE IN FEET

**Department of  
Community  
Development**

**WASHOE COUNTY  
NEVADA**

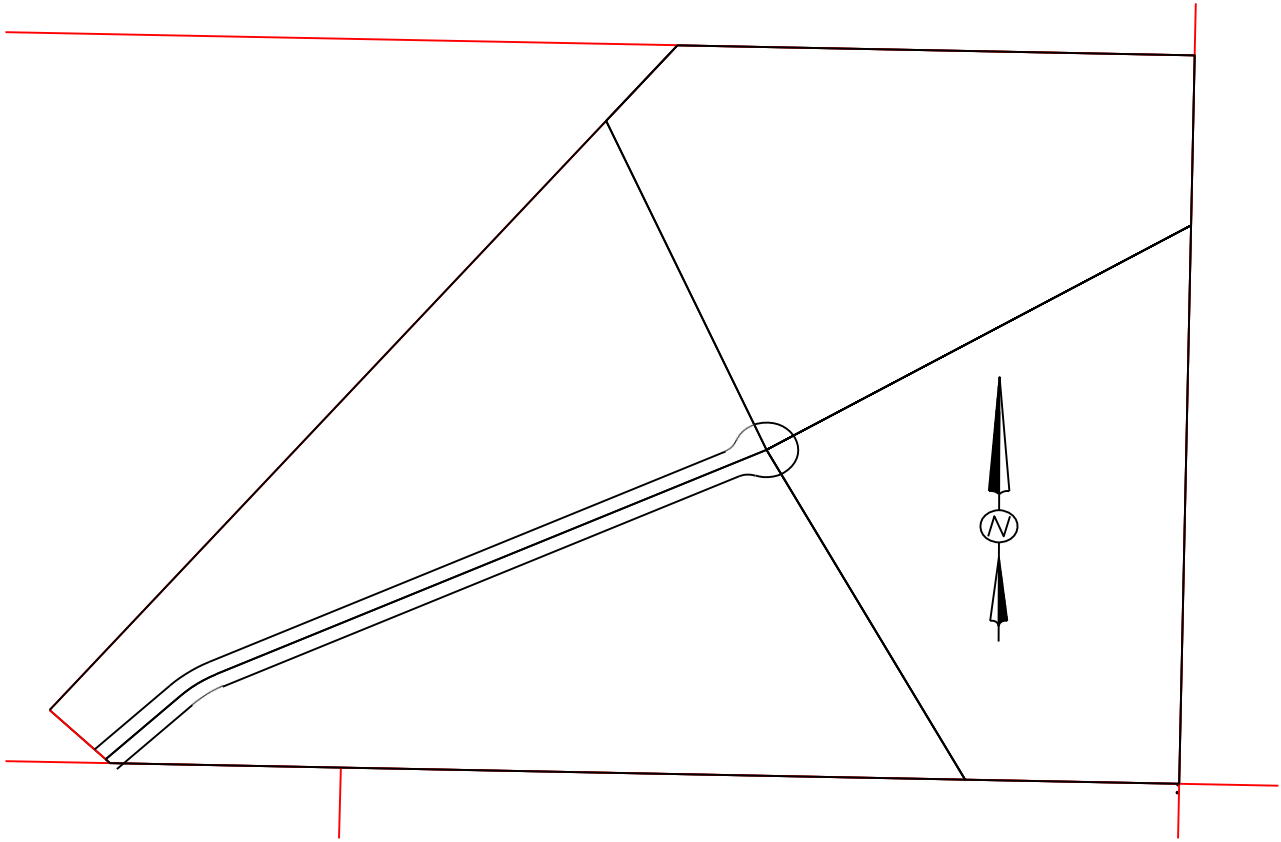
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
(775) 328-3600

Warm Springs Specific Plan  
LAND USE AND TRANSPORTATION

March 7, 1995  
Page 19

[Rough Plot Map]

EXHIBIT "C"



[Rough Plot Map]





**First Centennial Title Company of Nevada**

1450 Ridgeview Dr, Ste 100, Reno, NV 89519

Phone: (775)689-8510 • Fax:



**COMMITMENT FOR TITLE INSURANCE**

---

**Today's Date:**

June 6, 2022

**Order No.:** 21022899A-RT

**Escrow Officer:** Reno Title Only

**Proposed Buyer/Borrower:** Gene James Feickert, Jr. and Tara Ruth Feickert

**Property Address:** 5870 Whiskey Springs Road, Reno, NV 89510

**Lender:**

**Loan Amount:** \$0.00

---

First Centennial Title of Nevada

A handwritten signature in cursive that reads "Anne Ambrose".

Anne Ambrose, Authorized Signatory



## COMMITMENT FOR TITLE INSURANCE

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Real Advantage Title Insurance Company, a(n) California corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within n/a after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Real Advantage Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; [and]
  - (f) Schedule B, Part II—Exceptions[; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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**COMMITMENT FOR TITLE INSURANCE**

**Transaction Identification Data for reference only:**

Issuing Agent: First Centennial Title Company of Nevada  
Issuing Office: 1450 Ridgeview Dr, Ste 100, Reno, NV 89519  
Issuing Office's ALTA® Registry ID: 1022833  
Loan ID No.:  
Commitment No.: 21022899A-RT-1  
Issuing Office File No.: 21022899A-RT  
Property Address: 5870 Whiskey Springs Road, Reno, NV 89510

**SCHEDULE A**

- 1. Commitment Date: May 25, 2022 at 08:00 AM
- 2. Policy to be issued:
  - a. ALTA Owners Policy (06/17/06)  
 Proposed Insured: Gene James Feickert, Jr. and Tara Ruth Feickert  
 Proposed Policy Amount: \$0.00
  - b.  
 Proposed Insured:  
 Proposed Policy Amount: \$0.00
- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. The Title is, at the Commitment Date, vested in:  

Gene James Feickert, Jr. and Tara Ruth Feickert, husband and wife, as joint tenants with right of survivorship
- 5. The Land is described as follows:  

SEE SCHEDULE C ATTACHED HERETO

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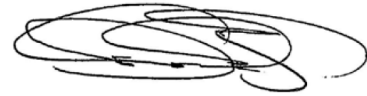


**SCHEDULE A**  
(Continued)

First Centennial Title of Nevada



Anne Ambrose, Authorized Signatory



By: John Wiley, Executive Vice President

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## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Any rights, interest or claim of parties in possession of the land not disclosed by the public records. A Rent Roll / List of Lessees will be required prior to the close of escrow.
6. The requirement that an Owner's Declaration/Affidavit be completed and supplied for review prior to the issuance of any policy of title insurance.
7. Prior to the issuance of an ALTA Extended form policy of title insurance, an ALTA/NSPS Survey may be required.
8. An inspection will be required prior to the close of escrow. Please notify the Title Department 24 hours prior to closing.

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**SCHEDULE B**  
(Continued)

**NOTE:**

If this Report is issued in contemplation of a Policy of Title Insurance which affords mechanics lien priority coverage (i.e. ALTA Policy); the following information must be supplied for review and approval prior to the closing and issuance of said Policy:

- a. Signed Indemnity Agreement
- b. Financial Statements
- c. Construction Loan Agreement
- d. Building Construction Contract between borrower and contractor
- e. Cost breakdown of construction
- f. Appraisal
- g. Copy of Voucher or Disbursement Control Statement (if project is complete)
- h. Copies of Waivers and/or Lien Releases from any party that supplied work or materials.

**NOTE:**

A property inspection will be made prior to recording the Deed of Trust to be insured. If such inspection discloses any evidence of commencement of a work of improvement, the coverage for mechanic's lien insurance will be deleted from the policy, unless all the necessary documents for indemnification have been submitted to the Company, and such indemnification has been formally approved by the Company, and its Underwriter, prior to the close of escrow.

**NOTE:**

If the intended transaction involves a Construction Loan wherein the Proposed Lender is requesting ALTA Extended Coverage, including Mechanic's Lien Coverage, the ALTA 32 and ALTA 33 Endorsement procedure will be required to be approved for use by the Lender.

**NOTE:**

Pending disbursement of the loan secured by the mortgage described herein, the Company insures only to the extent of the amount actually disbursed but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to the title, up to the face amount of the policy. Notwithstanding anything contained herein to the contrary, this policy does not guarantee the completion of the improvements, nor the sufficiency of funds for the completion thereof.

**NOTE:** General and Special Taxes for proration purposes for the fiscal year 2021-2022 including any secured personal property and any district assessments, are PAID IN FULL.

Total Amount Taxed: \$1,409.10  
Credit: \$688.21  
Total Amount Paid: \$720.89  
Assessor's Parcel No.: 077-560-05

***Please contact the Washoe County Treasurer's Office at (775) 328-2510 to obtain current amounts due prior to the close of escrow.***

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## SCHEDULE B

(Continued)

**NOTE:**

According to the public records there have been no conveyances of the property described in this Report within a period of 24] months prior to the date of this Report, except as follows:

A Grant, Bargain, Sale Deed, dated 11/19/2021, recorded 11/23/2021, as Document No. 5251249, Official Records, Washoe County, Nevada.

Grantor: Essex Group, LLC, a Florida Limited Liability Company

Grantee: Gene James Feickert, Jr. and Tara Ruth Feickert, husband and wife,  
as joint tenants with right of survivorship

**NOTE:** This report is preparatory to the issuance of a Policy of Title Insurance, in the amount of land only, no Endorsement will be issued.

Property Address: 5870 Whiskey Springs Road, Reno, NV.

**NOTE:** This is to give you notice that Orange Coast Title Company owns a membership interest in First Centennial Title Company and Orange Coast Title Company also owns Real Advantage Title Insurance Company. This underwriter may be chosen by First Centennial Title Company and this referral may provide Orange Coast Title Company a financial or other benefit.

You are NOT required to use the listed provider as a condition for settlement of your loan or purchase, sale or refinance of the subject property and you have the opportunity to select any of the First Centennial Title Company title insurance underwriters for your transaction. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

**NOTE:** FIRST CENTENNIAL TITLE COMPANY OF NEVADA RESERVES THE RIGHT TO AMEND THIS REPORT AND TO REQUEST FURTHER REQUIREMENTS, AFTER REVIEW OF THE REQUESTED DOCUMENTATION, AT ANY TIME PRIOR TO THE CLOSE OF THE TRANSACTION.

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**SCHEDULE B**  
(Continued)

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.  
(b) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or which may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in Patents or in Acts authorizing the issuance thereof; (c) water rights, or claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**Exceptions 1-7 will be omitted on extended coverage policies**

8. General and Special Taxes for the fiscal year 2022-2023, including any secured personal property taxes and any district assessments, a lien, not yet due and payable.  
Assessors Parcel No.: 077-560-05
9. Any additional tax that may be levied against said land due to the supplemental tax roll, by reason of a change in ownership or completion of new construction thereon.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Real Advantage Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## SCHEDULE B

(Continued)

10. Except all water, claims or rights to water, in or under said land.
11. Any liens that may be created for Delinquent Sewer Charges by reason of said premises lying within the City of Reno/Sparks, the County of Washoe (Sewer). Contact the following for Sewer/Water, and/or Tax Assessment information: City of Reno Sewer at (775) 334-2095; City of Sparks Sewer at (775) 353-2360; County of Washoe Sewer at (775) 954-4601; Washoe County Treasurer at (775) 328-2510. Delinquent amounts may be added to and collected through the secured real property tax roll of the Washoe County Assessor's Office and included in the tax installments referenced above.  
  
Any liens as created by the Central Truckee Meadows Remediation District, the Golden Valley Aquifer Recharge Program, or the North Spanish Springs Floodplain Detention Facility. Please fax demands to Washoe County Utilities at (775) 328-3699.  
  
Any liens which may be or may become due the Sun Valley General Improvement District by reason of said land being within the boundaries of said District, and any use of the services provided thereby. Please contact the following number for specific amounts – (775)673-2220.  
  
Any liens which may be or may become due the Incline Village General Improvement District by reason of said land being within the boundaries of said District, and any use of the services provided thereby. Please contact the following number for specific amounts – (775)832-1203.
12. Any unpaid charges for delinquent garbage fees, plus any interest and/or penalties, which would create a lien and attach to said premises, pursuant to Nevada Revised Statutes Section 444.520.
13. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on [Record of Survey Map No. 1010](#), recorded November 10, 1976, as Document No. 434699.
14. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on [Division of Land Map No. 14](#), recorded November 10, 1976, as Document No. 434701.
15. An easement as granted to Palomino Valley General Improvement District, for roadway, public utilities, and incidental purposes, as set forth in an instrument recorded 11/12/1976, in Book 1024, Page 191, as [Document No. 434927](#), Official Records.
16. An easement as granted to Sierra Pacific Power Company and Bell Telephone Company of Nevada, to construct, operate and maintain electric power and communication lines and incidental purposes, by instrument recorded 01/05/1978, in Book 1179, Page 166, as [Document No. 507264](#), Official Records, 10 feet in width, along and adjacent to all parcel lines excepting only those parcel lines within roadway easements.
17. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Development Agreement", recorded October 12, 2007, as [Document No. 3584016](#), of Official Records.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Real Advantage Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE C

The Land is described as follows:

All that portion of Parcel 3-2-1-4 as shown on the Record of Survey Map No. 1010, filed in the office of the Washoe County Recorder, Washoe County, Nevada, on November 10, 1976 under File No. 434699 and Division of Land Map No. 14, recorded November 10, 1976 under File No. 434701, more particularly described as follows:

A portion of Section 3, Township 22 North, Range 21 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

Commencing at the Northwest corner of Section 3;

thence South 01°16'23" West, 2,625.44 feet; thence South 88°42'24" East, 1,825.16 feet to the TRUE POINT OF BEGINNING; thence South 88°42'24" East, 813.40 feet; thence South 01°03'12" West, 1,327.56 feet; thence North 88°43'10" West, 1,681.16 feet to the centerline intersection of Whiskey Springs Road Easement, 66.00 feet in width as shown on the Record of Survey Map File No. 434699 of Official Records of Washoe County; thence along said centerline North 44°31'11" West, 135.63 feet; thence departing from said centerline North 39°10'22" East, 1,562.63 feet to the TRUE POINT OF BEGINNING.

The above legal description was taken from prior Document No. 2979631.

Assessors Parcel No.: 077-560-05

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Real Advantage Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**JLM TITLE, LLC, a Nevada Limited Liability Company, dba FIRST CENTENNIAL TITLE COMPANY**  
**PRIVACY POLICY**

Re: 5870 Whiskey Springs Road, Reno, NV 89510

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Other Important Information**

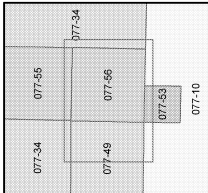
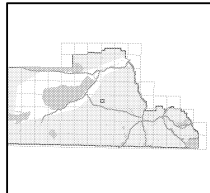
We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will provide the new Privacy Policy and the ability to opt out (as required by law) before the new policy becomes effective.

**INITIALS** \_\_\_\_\_

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor  
1001 East North Street  
Reno, Nevada 89512  
(775) 328-2231



Feet:  
0 75 150 225 300  
1 inch = 300 feet



created by: CFB 02/10/2011  
last updated:

area previously shown on map(s)

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed for any error or inaccuracy of the data administered hereon.

077-55

L.M. 8  
3.2.1.5

077-560-04  
37.92 ac.

077-560-05  
40.43 ac.



L.M. 8  
3.2.1.4

077-34

SPRINGS

077-49

077-560-16  
5.045 ac.

077-560-17  
2.50 ac.

077-560-18  
2.545 ac.

077-560-12  
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077-560-11  
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077-560-10  
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**DOC # 5291398**

04/04/2022 12:35:05 PM

Requested By  
**GENE FEICHERT**

Washoe County Recorder

Kalie M. Work - Recorder

Fee: \$43.00 RPTT: \$246.00

Page 1 of 3

The undersigned hereby affirms that there is no Social Security number contained in this document

**NO APN – Water Rights Only**

**RECORDING REQUESTED BY:**

Gene James Feickert, Jr and Tara Ruth  
1209 Mallard Crest Dr  
Sparks, NV 89441

**AFTER RECORDATION RETURN TO:**

Gene James Feickert, Jr and Tara Ruth  
1209 Mallard Crest Dr  
Sparks, NV 89441

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**WATER RIGHTS GRANT, BARGAIN AND SALE DEED**

THIS WATER RIGHTS GRANT, BARGAIN AND SALE DEED is made and entered into this 17<sup>th</sup> day of March, 2022, to convey the below-mentioned water rights from **Philip E. Condon and Heather C. Condon** (hereinafter referred to as "GRANTOR") to **Gene James Feickert, Jr. and Tara Ruth Feickert, husband and wife, as joint tenants with right of survivorship** (hereinafter referred to as "GRANTEE").

**WITNESSETH:**

That said GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the GRANTEE, and to their successors, heirs, and assigns forever, all of GRANTOR's right, title, and interest in and to those certain waters and water rights situate in Washoe County, State of Nevada, as described as follows, to wit:

**WATER RIGHTS:**

NDWR Permit No. 77496 / Certificate No. 19204, 0.0714 c.f.s., 10.0 acre feet annually

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

TO HAVE AND TO HOLD, all and singular, the said water rights and the appurtenances, unto the said GRANTEE, and to their successors and assigns forever.

IN WITNESS WHEREOF the GRANTOR has hereunto executed this WATER RIGHTS GRANT, BARGAIN AND SALE DEED the day and year first written above.

DATED this 17<sup>th</sup> day of MARCH, 2022.

GRANTOR:

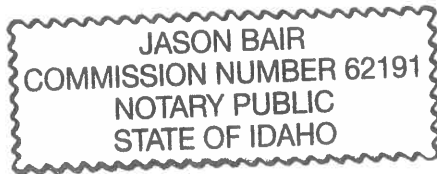
  
\_\_\_\_\_  
Philip E. Condon

  
\_\_\_\_\_  
Heather C. Condon

STATE OF Idaho )  
 : ss.  
COUNTY OF Washington )

On this 17<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared PHILIP E. CONDON personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

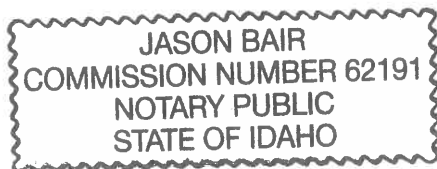



  
NOTARY PUBLIC  
Commission expires 08/28/25

STATE OF Idaho )  
 : ss.  
COUNTY OF Washington )

On this 17<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared HEATHER C. CONDON personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
NOTARY PUBLIC  
Commission expires: 08/28/25

**PURCHASE AGREEMENT FOR WATER RIGHTS**

We, Philip E. Condon and Heather C. Condon, agree to sell 10.00 acre feet of Warm Springs Valley (Basin 084) groundwater rights under Permit No. 77496 to Gene James Feickert, Jr and Tara Ruth Feickert, Husband and Wife for a purchase price of \$60,000.00 (Sixty-Thousand Dollars).

Buyer shall be responsible for all recording and filing fees to transfer all water rights.

**Seller: Philip E. Condon**

Signed:  Date: 3/22/2022

**Seller: Heather C. Condon**

Signed:  Date: 3/22/2022

**Buyer: Gene James Feickert, Jr**

Signed:  Date: 4/4/22

**Buyer: Tara Ruth Feickert**

Signed:  Date: 4/4/22



APN: 077-560-05  
R.P.T.T.: \$1,230.00  
Escrow No.: 21022899-CD  
When Recorded Return To:  
Gene James Feickert, Jr. and Tara Ruth  
Feickert  
1209 Mallard Crest Dr  
Sparks, NV 89441

Mail Tax Statements to:  
Gene James Feickert, Jr. and Tara Ruth  
Feickert  
1209 Mallard Crest Dr  
Sparks, NV 89441

**DOC #5251249**

11/23/2021 10:57:45 AM  
Electronic Recording Requested By  
FIRST CENTENNIAL - RENO (MAIN OF  
Washoe County Recorder  
Kalie M. Work  
Fee: \$43.00 RPTT: \$1230.00  
Page 1 of 3

SPACE ABOVE FOR RECORDER'S USE

**GRANT, BARGAIN, SALE DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**Essex Group, LLC a Florida Limited Liability Company**

do(es) hereby Grant, Bargain, Sell and Convey to

**Gene James Feickert, Jr. and Tara Ruth Feickert, husband and wife, as joint tenants with right of survivorship**

all that real property situated in the City of Reno, County of Washoe, State of Nevada, described as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"**

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dated this 19 day of November, 2021.

Essex Group, LLC a Florida Limited Liability Company

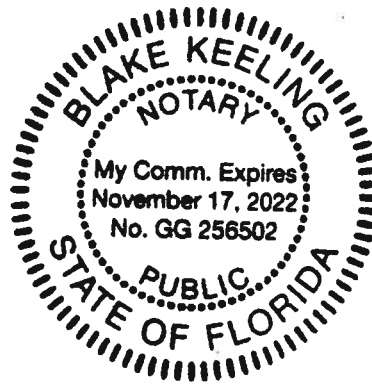
BY: Gary Scott Merrill  
Gary Scott Merrill  
President

STATE OF ~~NEVADA~~ Florida

COUNTY OF Palm Beach

This instrument was acknowledged before me on this 19<sup>th</sup> day of November, 2021, by Gary Scott Merrill, as President of Essex Group, LLC a Florida Limited Liability Company.

[Signature]  
Notary Public



**DEVELOPMENT AGREEMENT**  
**PURSUANT TO WASHOE COUNTY CODE SECTION 110**

THIS AGREEMENT (“Agreement”) is made by and between, on the one hand, Gene James Feickert, Jr. and Tara Ruth Feickert, husband and wife, their agents and successors including developers and eventual subdivided parcel owners (collectively the “Landowner”), and, on the other hand, the County of Washoe, a political subdivision of the State of Nevada (“County”).

**WITNESSETH:**

WHEREAS, the County is authorized, pursuant to Nevada Revised Statutes (“NRS”) § 278.0201, *et seq.*, and Washoe County Development Code (“Code”) § 110.814.00, *et seq.*, to enter into binding development agreements with persons having legal or equitable interests in real property for the purpose of establishing and strengthening long-range plans for property development and providing for developer funding of certain public facilities to serve new development;

WHEREAS, Landowner represents that he and she have complete and sole fee title ownership of the subject real property, the legal description of which is set forth on Exhibit “A” attached hereto and shown in the next identified exhibit;

WHEREAS, the Parties desire to enter into this Agreement in accordance with NRS and Code, as applicable, to promote the health, safety, and general welfare of the County’s inhabitants; to help provide some public services, uses, and infrastructure, for which Landowner voluntarily offers to pay; to secure to Landowner certain land development safeguards and rights; and to achieve the goals and purposes for which the referenced development agreement laws were enacted;

WHEREAS, it is the Parties’ desire that this Agreement satisfy certain of the infrastructure and development provisions of the County’s Warm Springs Area Plan, which was approved by the Washoe County Board of Commissioners on January 12, 2012 and thereafter amended.

WHEREAS, it is the Parties’ further desire that this Agreement satisfy certain of the infrastructure and development provisions of the County’s specific plan for part of the general Warm Springs area in which this Property is located, the specific plan being known as the Warm Springs Specific Plan, which was approved by the Washoe County Board of Commissioners on September 22, 1992, as amended and including the third printing done May 2, 2019;

NOW, THEREFORE, the Parties agree as follows:

## **1. GENERAL**

1.1 Property. The Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Number 077-560-05, consisting of approximately 40 acres in Warm Springs area (the "Property") as more particularly described in Exhibit "A", attached hereto.

1.2 Large Acreage Residential Improvements. There are no improvements currently made to the Property; it is undeveloped land. The Parties agree that the Property shall be divided and improvements constructed strictly for single, large-acreage, residential purposes, namely the division of the 40-acre parcel into four, ten-acre lots (the "Project"). (See plot map, attached hereto as Exhibit "B.") The Project will be constructed and the work of improvements performed in accordance with the Washoe County Comprehensive Plan, the Warm Springs Area Plan, the Warm Springs Specific Plan, the Warm Springs Specific Plan Development Standards Handbook Framework (collectively the "Warm Springs Plans"), the Code, and the NRS all in effect on the date of the County's tentative map approval and as reflected in this Agreement, including its attached exhibits. Landowner shall subdivide to a density allowed by the foregoing Warm Springs Plans, laws, rules, and regulations, as shown on any tentative or final maps. However, Landowner and their successors reserve the option to further subdivide the Property and its parcels in the future, pursuant to then-existing law, if and when the Warm Springs Plans and the Washoe County Health Department permit it.

1.3 Previous Maps. Landowner has not recorded any tentative or final map for any portion of the project.

## **2. AGREEMENT CONCERNING DEVELOPMENT OF LAND**

2.1 Compliance with NRS 278.0201, the Code, and this Agreement constitute 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 Assessor's Parcel Number 077-560-05, consisting of approximately 40 acres, 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, for an initial period of one year, 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 sue permit in existence at the time of expiration of this Agreement.

2.1.3 The permitted uses on the Property and the density or intensity of its use, are as provided in the Warm Springs Plans and the Code. The Property is currently designated “Medium Density Rural,” on the Warm Springs Specific Plan Land Use Plan, as depicted in Exhibit “C” hereto. This designation, the Code states,

is intended to preserve areas where agriculture, grazing and/or open space predominate. Single-family, detached residences in this area are generally on five (5)-acre lots and have limited public services and facilities available. Multi-family residences are not appropriate, but single-family homes may be clustered to retain open space and agricultural uses. The maximum number of dwelling units that may be located in this regulatory zone is one (1) unit per five (5) acres. The minimum lot area in this regulatory zone is four (4) acres.

Section 110.106.15(d). Similarly, The Warm Springs Specific Plan permits development “at an overall density of one dwelling unit per 2.5 acres on individual domestic well,” (p. 22), which complies with the Property’s land use designation. *See also* Warm Springs Area Plan, p. 16 (“The overall average residential density in the Warm Springs SPA will not exceed one dwelling unit per two and one-half acres.”).

2.1.4 The maximum height and size of the proposed buildings will comply with the Warm Springs Plans and the Code.

2.1.5 The provisions for the dedication of any portion of the Property for public uses, if any, will be provided in a forthcoming tentative map and the Code. There are no environmentally sensitive lands or historic structures on the Property.

2.1.6 Terms and conditions relating to construction and financing of necessary public improvements and facilities, if any, are in accordance with and as provided for in the Warm Springs Plans and the Code, and will also be in accordance with any subdivision improvement agreements for future, final maps.

2.1.7 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 state will be addressed with the submittal of each final map.

2.1.8 The final map, to be a minimum of four lots, shall be presented to the Planning Commission 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 four lots. Unless otherwise provided herein, the deadlines for any final maps shall be governed by NRS 278.360.

2.1.9 Development standards for the Project will be set forth in the conditions and requirements of any forthcoming tentative map, any forthcoming action order issued by the Board of County Commission, 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 Agreement shall be given in accordance with NRS Chapter 278 and Section 110.814.25 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, 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.

### **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 Assignment 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 Dates 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 Notices. Unless otherwise provided in this Agreement, all notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or sent by overnight courier or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To County: WASHOE COUNTY  
Department of Community Development  
Current Planning Division  
PO Box 11130  
Reno, NV 89520-0027

To Owner: Gene James Feickert, Jr. and Tara Ruth Feickert  
1209 Mallard Crest Drive  
Sparks, NV 89441

3.8 Written Amendments. Amendments to this Agreement shall be defined as changes which are not in substantial compliance with this Agreement. Amendments, if any, shall be approved as provide in NRS 278.0205. Changes hereto which are in substantial compliance with this Agreement may be requested by Landowner and approved or denied by the Director of Planning and Building. The Director of Planning and Building shall also decide whether or not a proposed change is in substantial compliance with this Agreement or any forthcoming tentative maps. The Landowner may appeal an adverse decision by the Director of Planning and Building to the Board of County Commissioners by written notice filed with the Director of Planning and Building, if filed within thirty (30) 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.

3.9 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 this Agreement.

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

3.11 Interpretation. The parties hereby 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.

3.12 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 pages.

[Signatures appear on following page]



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

**LANDOWNER:**

**COUNTY:**

**Gene James Feickert, Jr.**

**COUNTY OF WASHOE, a political  
subdivision of the State of Nevada, BY  
ITS BOARD OF WASHOE COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Gene James Feickert, Jr.

Name: Vaughn Hartung

Title: Signing Individually

Title: County Commission Chair

**Tara Ruth Feickert**

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_

Jan Galassini, County Clerk

Date: \_\_\_\_\_

Name: Tara Ruth Feickert

Title: Signing Individually

[Signature page to Development Agreement]

STATE OF NEVADA     )  
                                  ) SS.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_,  
2022, by Gene James Feickert, Jr.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF NEVADA     )  
                                  ) SS.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_,  
2022, by Tara Ruth Feickert.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF NEVADA     )  
                                  ) SS.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_,  
2021, by Vaughn Hartung, Chairman of the Washoe County Commissioners

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Rough Plot Map]

## EXHIBIT "A"

### LEGAL DESCRIPTION OF SUBJECT PROPERTY

All that portion of Parcel 3-2-1-4 as shown on the Record of Survey Map No. 1010, filed in the office of the Washoe County Recorder, Washoe County, Nevada, on November 10, 1976 under File No. 434699 and Division of Land Map No. 14, recorded November 10, 1976 under File No. 434701, more particularly described as follows:

A portion of Section 3, Township 22 North, Range 21 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

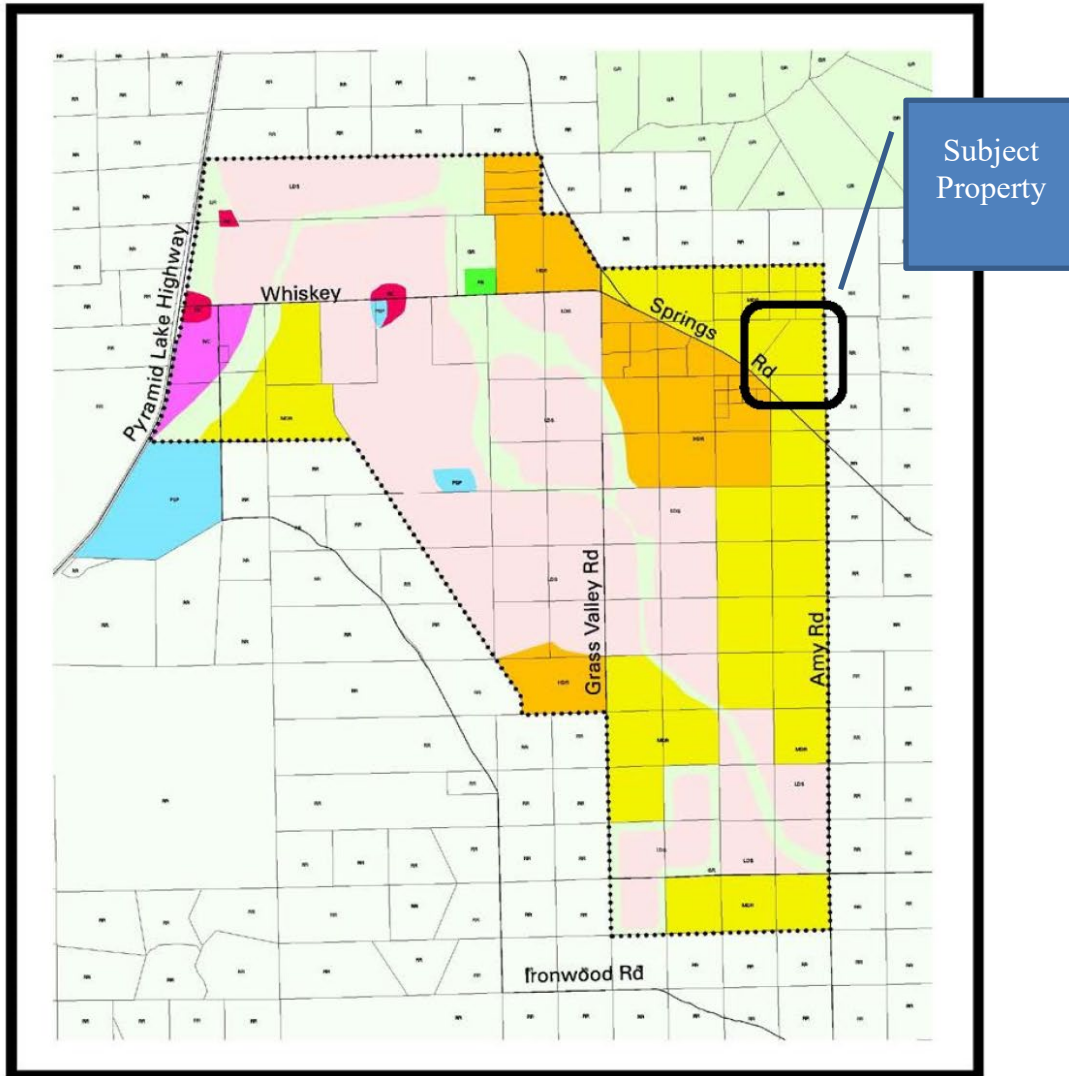
Commencing at the Northwest corner of Section 3;

thence South  $01^{\circ}16'23''$  West, 2,625.44 feet; thence South  $88^{\circ}42'24''$  East, 1,825.16 feet to the TRUE POINT OF BEGINNING; thence South  $88^{\circ}42'24''$  East, 813.40 feet; thence South  $01^{\circ}03'12''$  West, 1,327.56 feet; thence North  $88^{\circ}43'10''$  West, 1,681.16 feet to the centerline intersection of Whiskey Springs Road Easement, 66.00 feet in width as shown on the Record of Survey Map File No. 434699 of Official Records of Washoe County; thence along said centerline North  $44^{\circ}31'11''$  West, 135.63 feet; thence departing from said centerline North  $39^{\circ}10'22''$  East, 1,562.63 feet to the TRUE POINT OF BEGINNING.

The above legal description was taken from prior Document No. 5251249.  
Assessor's Parcel No.: 077-560-05

Exhibit A

# EXHIBIT "B"



### WARM SPRINGS SPECIFIC PLAN LAND USE PLAN

<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ffffcc; border: 1px solid black; margin-right: 5px;"></span> LOW DENSITY RURAL</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ffff00; border: 1px solid black; margin-right: 5px;"></span> MEDIUM DENSITY RURAL</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ffcc00; border: 1px solid black; margin-right: 5px;"></span> HIGH DENSITY RURAL</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ffe4e1; border: 1px solid black; margin-right: 5px;"></span> LOW DENSITY SUBURBAN</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #f4cccc; border: 1px solid black; margin-right: 5px;"></span> MEDIUM DENSITY SUBURBAN</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #f4a460; border: 1px solid black; margin-right: 5px;"></span> HIGH DENSITY SUBURBAN</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #fce4d6; border: 1px solid black; margin-right: 5px;"></span> LOW DENSITY URBAN</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #c85135; border: 1px solid black; margin-right: 5px;"></span> MEDIUM DENSITY URBAN</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #800000; border: 1px solid black; margin-right: 5px;"></span> HIGH DENSITY URBAN</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #cc0000; border: 1px solid black; margin-right: 5px;"></span> GENERAL COMMERCIAL</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #e699ff; border: 1px solid black; margin-right: 5px;"></span> NEIGHBORHOOD COMMERCIAL/ OFFICE</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #9900cc; border: 1px solid black; margin-right: 5px;"></span> TOURIST COMMERCIAL</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #cccccc; border: 1px solid black; margin-right: 5px;"></span> INDUSTRIAL</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #add8e6; border: 1px solid black; margin-right: 5px;"></span> PUBLIC AND SEMI-PUBLIC FACILITIES</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #00ff00; border: 1px solid black; margin-right: 5px;"></span> PARKS AND RECREATION</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ffff00; border: 1px solid black; margin-right: 5px;"></span> OPEN SPACE</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #e6ffe6; border: 1px solid black; margin-right: 5px;"></span> RURAL RESIDENTIAL / GENERAL RURAL</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ccccff; border: 1px solid black; margin-right: 5px;"></span> SPECIFIC PLAN</li> </ul>
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SOURCE: DEPARTMENT OF COMMUNITY DEVELOPMENT  
g:\arcinfo\planarea\wss\spss\wsspe\_plu00.gri

DATE: JULY 1995

NOTE: THE SCALE AND CONFIGURATION OF ALL INFORMATION SHOWN HEREON ARE APPROXIMATE ONLY AND ARE NOT WARRANTED AS A BASIS FOR DESIGN OR SURVEY WORK. REPRODUCTION IS NOT PERMITTED WITHOUT PRIOR WRITTEN PERMISSION FROM THE WASHOE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT. THE HORSESHOE YEAR FOR THIS PLAN IS 2015, ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON SEPTEMBER 22, 2015.

0 1000 2000  
SCALE IN FEET

**Department of  
Community  
Development**

**WASHOE COUNTY  
NEVADA**

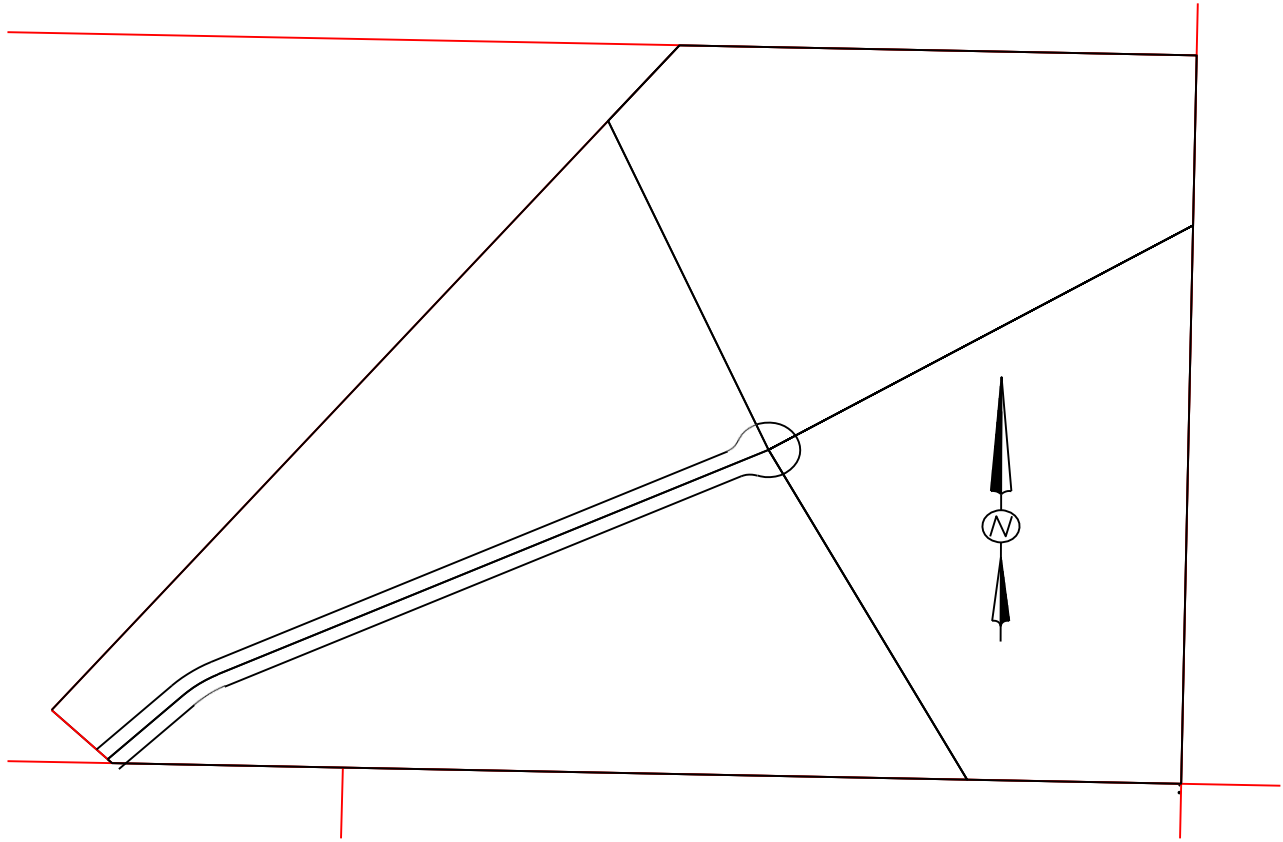
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
(775) 328-3600

Warm Springs Specific Plan  
LAND USE AND TRANSPORTATION

March 7, 1995  
Page 19

[Rough Plot Map]

EXHIBIT "C"



[Rough Plot Map]

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