

SUMMARY: An ordinance approving Amendment of Conditions Case Number AC09-003 which will extend Development Agreement Case Number DA08-004 which will extend the approval of Tentative Subdivision Map Case Number TM03-006 for Eagle Canyon IV, as previously approved by the Planning Commission until February 24, 2012, with one possible extension of time until February 24, 2014 at the sole discretion of the Director of Community Development.

BILL NO. 1607

ORDINANCE NO. 1427

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC09-003 TO EXTEND DEVELOPMENT AGREEMENT CASE NO. DA08-004 FOR TENTATIVE SUBDIVISION MAP CASE NUMBER TM03-006 FOR EAGLE CANYON IV AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION, THE PURPOSE OF THE AGREEMENT BEING TO EXTEND MAP APPROVAL UNTIL MAY 20, 2012 WITH A POSSIBLE SECOND EXTENSION UNTIL MAY 20, 2014.

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

SECTION 1.

The Amended Development Agreement for Tentative Subdivision Map Case No. TM03-006 for Eagle Canyon IV is attached and is an acceptable document with which to extend the expiration date of said map.

Proposed on the 12th day of January, ~~2009~~ 2010

Proposed by Commissioner Larkin

Passed on the 26th day of January, ~~2009~~

Vote:

Ayes: Humke, Weber, Larkin, Jung, Breternitz

Nays: none

Absent: none

David E. Humke, Chairman
Washoe County Commission



ATTEST:

Amy Harvey
Amy Harvey, County Clerk

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

AMENDED AND RESTATED AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between **MS RIALTO EAGLE CANYON NORTH NV, LLC**, a Delaware limited liability company, and **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada limited partnership, (the collectively, "Landowner") and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, ("County").

1. GENERAL.

1.1 Property. Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Numbers 532-020-13, 532-020-12, 532-120-01 and 532-020-09 in Washoe County, Nevada (the "Property"), as more particularly described in Exhibit A, attached hereto, which is subject to County's Spanish Springs Area Plan.

1.2. Tentative Map. The Property has a County land use designation of Medium Density Suburban ("MDS"). MDS allows a density of three single family dwellings per acre. On June 5, 2003 the County issued its Action Order, which is incorporated herein by this reference as Exhibit B, approving a tentative map application of the Landowner for the Property, known as Tentative Subdivision Map Case File No. TM03-006 (Eagle Canyon IV Subdivision) (the "Tentative Map"). The development of the Property (the "Project") must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the "Code"). The Tentative Map provided for a total of 527 residential lots.

1.3 Previous Final Maps. On May 24, 2005, Landowner recorded its first final map for Unit 1 (Tract Map No. 4485, Document No. 3218680). On May 11, 2006, Landowner recorded its second final map for Unit 2 (Tract Map No. 4647, Document No. 3386313). Unit 1 consisted of 121 lots on 54.51 acres. Unit 2 consisted of 33 lots on 11.16 acres. There are therefore 373 lots in the Property which remain subject to the Tentative Map.

1.4 Prior Development Agreement. On April 23, 2008 the parties entered into a certain Agreement recorded on May 7, 2008 as Document No. 3647674 in the office of the Recorder of Washoe County, Nevada, which is an agreement concerning the development of land (the "Prior Agreement") authorized by NRS 278.0201 and Article 814 of the Code. The Prior Agreement among other things provides for an extension of time for Landowner to record the next final map (the "Final Map") to May 20, 2010. The Prior Agreement is amended, restated and superseded in its entirety by this Agreement, and this Agreement constitutes an amendment to a development agreement authorized by NRS 278.0205 and Section 110.814.40 of the Code. By approving this Agreement upon recommendation of the Director of Community Development, the Board of County Commissioners is deemed to have reviewed the Prior Agreement and agreed to amend it hereby as provided in NRS 278.0205 and Section 100.814.35 of the Code. Pursuant to Section 110.814.35 of the Code, County acknowledges notice that the terms and conditions of the Prior Agreement have been complied with, and Landowner has demonstrated its good faith compliance with the terms of the Prior Agreement.

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1.5 Circumstances Requiring An Extension of Time. Additional time is necessary to work through issues related to the Project, which additional time will benefit both the Landowner and County. Certain of those issues include the contemplated drainage channels and storm drains to be constructed on the Property to control storm runoff from the Project and higher elevations north of the Project to protect dwellings in the Project as well as existing subdivisions and future developments planned on adjacent land uphill and downhill from the Project. The optimal design of such drainage improvements will be more likely achieved with additional time to determine the likely uses of such surrounding land. Moreover, the extension of streets and utilities, particularly sewer lines in the Project, may have to be redesigned and capacities reconsidered in order to plan for and accommodate needed capacity in undeveloped MDS subdivision west and south of the Project. The parties believe it is in the public interest to enter into this Agreement and provide, among other matters, additional time to design, and establish phasing and financing for, the infrastructure and construction of the Project and adjacent MDS subdivision development. Notwithstanding the foregoing or any other provision of this Agreement, nothing herein is intended to (a) create additional obligations on Landowner or increase in any way Landowner's obligations in connection with the development of the Project or the Property in accordance with the Tentative Map or otherwise; or (b) adversely affect Landowner's rights with respect to development of the Project or the Property.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

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

2.1.1. The land which is subject to this Agreement is a portion of APN Nos. 532-020-13 and 532-020-12 and all of APN Nos. 532-020-09 and 532-120-01, more particularly described in Exhibit A: Legal Description.

2.1.2. The duration of this Agreement shall be from the date of signing by the County Board of County Commissioners to May 20, 2012, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement. The duration of the Agreement may be further extended from May 20, 2012 to May 20, 2014 at the discretion of the Director of Community Development upon timely written request by Landowner.

2.1.3. [Intentionally Omitted].

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property pursuant to the Tentative Map is a 373 unit common open space single

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family dwelling development on 172.45 acres, and a density of less than three dwelling units per acre, which complies with the Property's land use designation.

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

2.1.6. The provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and the Code. As part of this common open space development there is a public trail planned through the Project that will provide access to and through common areas to adjoining open space. The common area will be owned and maintained by a Project homeowners' association. The Landowner has been working with the County and others as needed to provide and preserve adequate access to public open space.

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

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

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

2.1.10. Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, the Board of County Commission's Action Order dated June 5, 2003 attached hereto as Exhibit B, and future final maps.

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

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

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

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

2.6 [Intentionally Omitted]

3. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

[Signatures appear on following page]

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[Signature page to Development Agreement]

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

LANDOWNER:

SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership

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

By: Robert M. Sader
JESSE HAW, President
ROBERT M. SADER, SECRETARY
Date: NOVEMBER 24, 2009

COUNTY:

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

By: David Humke
DAVID HUMKE, Chairman
Date: Jan. 26, 2010

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

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

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

By: LENNAR RENO, LLC, a Nevada limited liability company, its Nevada Manager

By: Erik R. Higgins
Name: ERIK R. HIGGINS
Title: VICE PRESIDENT

ATTEST:

Amy Harvey
AMY HARVEY, County Clerk

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STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

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



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

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All-Purpose Acknowledgment

State of California)

County of Orange)

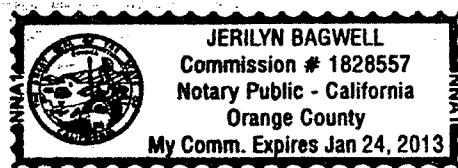
On November 18, 2009 before me, Jerilyn Bagwell, Notary Public, personally appeared Erik R. Higgins who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Jerilyn Bagwell

Jerilyn Bagwell, Notary Public



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My Commission Expires: January 24, 2013

Commission Number: 1828557

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EXHIBIT A
Eagle Canyon IV
Remainder

Parcels of land situate within Sections 23 and 26, Township 21 North, Range 20 East, M.D.M., Washoe County, Nevada; more particularly described as follows:

Parcel C of the 3rd Parcel Map for Spanish Springs Associates Limited Partnership, recorded on December 14, 2005 as Parcel Map 4492, Document No. 3323108, Official Records of Washoe County, Nevada;

Parcel B-1 of Eagle Canyon IV - Unit 2, recorded on May 11, 2006 as Subdivision Tract Map 4647, Document No. 3386313, Official Records of Washoe County, Nevada;

Portions of Parcels 1 and 2 of the 10th Parcel Map for Spanish Springs Associates Limited Partnership, recorded on June 8, 2006 as Parcel Map 4569, Document No. 3398260, Official Records of Washoe County, Nevada, as follows:

Commencing at the northwest corner of said Parcel 1;

thence along the north line of said Parcel 1 the following three (3) courses and distances:

S 84°29'07" E, 194.59 feet;

on the arc of a 474.00 foot radius curve to the right through a central angle of 02°46'33" a distance of 22.96 feet;

S 81°42'34" E, 417.58 feet to the Point of Beginning;

thence continuing along said north line and the east line of Parcel 1 and Parcel 2 the following nine (9) courses and distances:

S 81°42'34" E, 42.39 feet;

on the arc of a 776.00 foot radius curve to the left through a central angle of 10°52'56" a distance of 147.39 feet;

N 87°24'30" E, 369.83 feet;

on the arc of a 25.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 39.27 feet;

S 02°35'30" E, 398.69 feet;

on the arc of a 681.00 foot radius curve to the left through a central angle of 28°48'35" a distance of 342.42 feet;

S 31°24'05" E, 105.00 feet;

on the arc of a 629.00 foot radius curve to the right through a central angle of 31°57'42" a distance of 350.88 feet;

S 88°46'56" W, 149.91 feet;

thence continuing S 88°46'56" W, 881.22 feet

thence N 09°28'08" E, 536.51 feet;

thence S 82°03'43" E, 22.08 feet;

thence N 06°14'27" E, 666.07 feet to the point of beginning.

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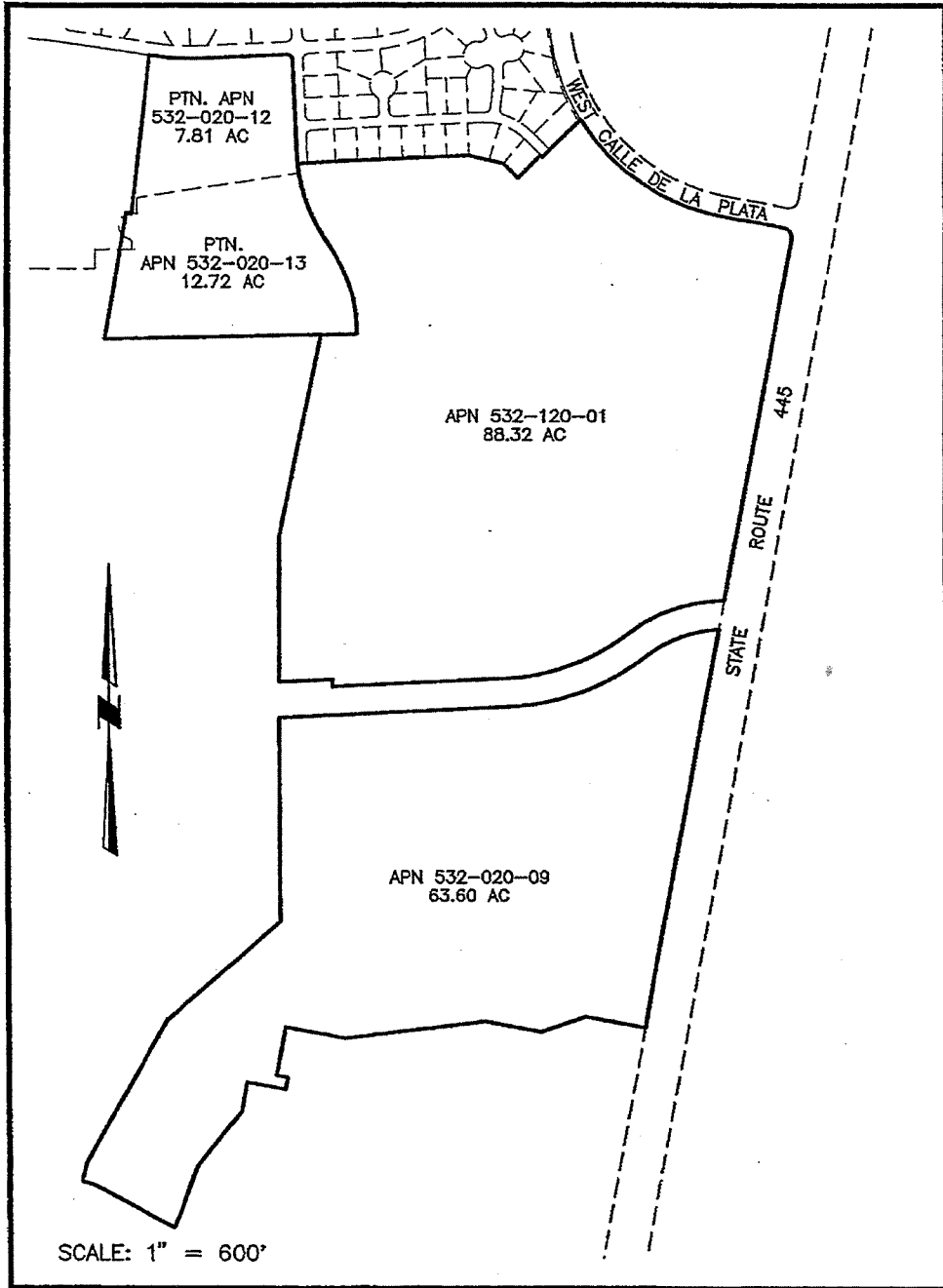


EXHIBIT "A" MAP

86-01



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

ACTION ORDER



June 5, 2003

Spanish Springs Associates
 Attn: Jessie Haw
 PMB 444
 9732 State Route 445
 Sparks, NV 89436

Dear Applicant:

As filed with the Department of Community Development, the Washoe County Planning Commission, at its regular meeting of June 3, 2003, approved the following with sixty (60) conditions:

TENTATIVE SUBDIVISION MAP CASE NO. TM03-006 (EAGLE CANYON IV/SPANISH SPRINGS ASSOCIATES) – To develop a 527-lot single-family subdivision on ±246 acres of two parcels totaling ±2,094 acres within the Spanish Springs Specific Plan (SSSP), as authorized in Article 608, Tentative Subdivision Maps, of the Washoe County Development Code. Minimum lot size is 12,000 square feet. The project is located south of West Calle de la Plata and west of Pyramid Highway. The land is within the Spanish Springs Area Plan designated Medium Density Suburban (MDS) in the Spanish Springs Specific Plan (SSSP). The project is situated in Sections 22 & 23, T21N, R20E, MDM, Washoe County, Nevada. The property is located in the Spanish Springs Citizen Advisory Board boundary and Washoe County Commission District No. 4 (APN: 530-280-23 & 089-160-53).

The approval was based on the following findings:

1. Plan Consistency. That the proposed map is consistent with the Comprehensive Plan, the Spanish Springs Area Plan, and the Spanish Springs Specific Plan;
2. Design or Improvement. That the design or improvement of the proposed subdivision is consistent with the Comprehensive Plan, the Spanish Springs Area Plan, and the Spanish Springs Specific Plan;
3. Type of Development. That the site is physically suited for a 527-lot single-family subdivision;
4. Availability of Services. That, as conditioned, the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System;
5. Fish or Wildlife. That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage, or substantial and avoidable injury to any endangered plant, wildlife or their habitat;

Adrian P. Freund,
 AICP, Director



*Washoe County ... Where Quality Is At Home
 "Dedicated to Excellence in Public Service"*

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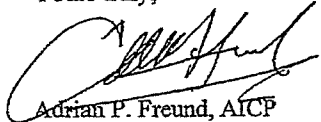
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6. Public Health. That the design of the subdivision or type of improvement is not likely to cause significant public health problems;
7. Easements. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision;
8. Access. That the design of the subdivision provides any necessary access to surrounding, adjacent lands and provides appropriate secondary access for emergency vehicles;
9. Dedications. That any land or improvements to be dedicated to the County is consistent with the Comprehensive Plan;
10. Energy. That the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision; and
11. That the Planning Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

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

Yours truly,



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

APF/PK/jep/(TM03_006F1)

xc: Representatives: C&M Engineering and Design, Ltd., Attn: Samuel Chacon, 520 Edison Way, Suite A, Reno, NV 89502
Robert M. Sader, 462 Court Street, Reno, NV 89501

xc: James Barnes, DA's Office; Dave Price, Engineering Division; LaVonne Scheffler, Utility Services Division; Marge Clausen, Assessor's Office (CAAS); Steve Churchfield, Chief Appraiser, Assessor's Office; Reno Fire Department; Nevada Division of Environmental Protection, 333 West Nye Lane, Suite 138, Carson City, NV 89706; Regional Transportation Commission, Post Office Box 30002, Reno, NV 89520; Truckee Meadows Regional Planning Agency, One East First Street, Suite 900, Reno, NV 89501-1625; Spanish Springs Citizen Advisory Board.

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**CONDITIONS FOR
TENTATIVE SUBDIVISION MAP CASE NO. TM03-006
Eagle Canyon IV Subdivision
(As approved by Washoe County Planning Commission
at its meeting of June 3, 2003)**

*****IMPORTANT—PLEASE READ*****

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

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

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

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION, THE UTILITY SERVICES DIVISION AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS AND POLICIES.

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

COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE

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DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.

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

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

GENERAL CONDITIONS

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

Regulatory Zone for Review Purposes	Medium Density Suburban (MDS) Land Use Designations (Max. 2.45 units/acre)
Minimum Lot Area Required	12,000 square feet
Minimum Lot Width	80 feet
Minimum Front Yard	20 feet
Minimum Side Yard	8 feet
Minimum Rear Yard	20 feet
Maximum Building Height	35 feet/2 story maximum

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

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

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

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

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

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4. If necessary to supply subdivision improvements for the project, the developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall determine compliance with this condition.

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

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

NOTE

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

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

6. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the on-site improvements. The County Engineer shall determine compliance with this condition. If cluster boxes are considered, the location and parking area shall be reviewed by Department of Community Development staff in addition to Engineering staff.

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

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

NOTE

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

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

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

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

9. Due to its proximity to the existing surrounding residential development, construction hours shall be from 7:00 a.m. until 6:00 p.m., Monday through Saturday until the subdivision is completed. All maintenance of equipment shall take place during the daylight hours only. Construction traffic shall not use existing interior residential streets that have driveway access as haul routes. This could present a hazard to children playing in those streets. The Department of Community Development shall determine compliance with this condition.

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

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

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

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

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

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TRAFFIC

12. Prior to recordation of each final map, all roadway improvements necessary to serve the final map shall be designed and constructed to County standards and specifications or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall be responsible for determining compliance with this condition.

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

13. Street names shall be reviewed and approved by the Regional Street Naming Committee.

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

14. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet AASHTO site distances and safety guidelines. The County Engineer shall be responsible for determining compliance with this condition.

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

15. Prior to ground disturbing activity, the developer shall submit a construction traffic haul route plan to the County Engineer for review and approval. If existing roadways are to be used for construction vehicles the Engineering Division will require a geotechnical exploration and analysis to determine load-supporting capabilities of the existing streets, and in accordance with the geotechnical report, may require reconstruction sufficient to provide a 20-year design life.

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

16. No overhead utility poles (power, telephone, etc.) shall be located within the County right-of-way. The County Engineer shall determine compliance with this condition.

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

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17. An Occupancy Permit shall be obtained from the Nevada Department of Transportation (NDOT), for access to, from, or under roads and highways maintained by NDOT, and a copy of said permit shall be submitted to the County Engineer prior to finalization of the affected final map.

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

DRAINAGE

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

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

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

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

20. Prior to the finalization of any portion of the tentative map, a final, detailed hydrology/hydraulic report for that unit shall be submitted to the County Engineer. All storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall be responsible for determining compliance with this condition.

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

21. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and grouted rock rip rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the Engineering Division.

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

22. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage from the site to the satisfaction of the Engineering Division.

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

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23. For all subdivision grading areas larger than one acre, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection (NDEP), and a copy of said permit shall be submitted to the County Engineer prior to construction. The Stormwater Pollution Prevention Plan, as approved by the NDEP, shall be included with the construction improvement drawings.

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

24. The 100-year floodplain boundaries and flood elevations shall appear on each final map. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map. The County Engineer shall be responsible for determining compliance with this condition. No final maps shall be approved for areas currently shown as "A" zones on the FEMA floodplain maps until a Conditional Letter of Map Amendment or a Conditional Letter of Map Revision is submitted.

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

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

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

26. A note on the final map shall indicate that all drainage easements shall be privately maintained and perpetually funded by a homeowner's association.

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

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

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

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28. The portion of the drainage channel shown on this tentative map running east to west from Pyramid Highway is part of the "Conveyance Channel" for the Spanish Springs Floodplain Detention Facility ("Detention Facility") proposed to be constructed by Washoe County, as described in Figure 3-1 of the Spanish Springs Flood Control Improvements Alternatives Development and Evaluation by Kennedy Jenks Consultants dated August 30, 2000 ("Preliminary Report"). The proposed detention basin for the Detention Facility is located on the western boundary of this tentative map. Sufficient land area must be left available for construction of the Spanish Springs Floodplain Detention Facility, as described in the Preliminary Report. The Department of Water Planning shall determine compliance with this condition.

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

29. If the Conveyance Channel is constructed by Washoe County as part of the construction of the Detention Facility prior to the time it must be constructed by the Developer pursuant to a final map, then the necessity to construct the portion of the drainage channel running parallel to Pyramid Highway north of the Conveyance Channel will be negated, and said portion need not be built. If a portion of the Conveyance Channel (or other facilities) which would otherwise be built by Washoe County as part of the Detention Facility is constructed by the Developer prior to the construction by Washoe County as part of the Detention Facility, then the Developer shall meet with Washoe County representatives to determine to what extent the Developer is entitled to reimbursement for Developer's actual costs of design, engineering, fees, charges, and construction provided by the Developer. The Division of Water Planning shall determine compliance with this condition.

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

30. Conditional approval of this tentative map shall not be construed as final approval of all stormwater drainage/conveyance improvements associated with the proposed Detention Facility. The Division of Water Planning shall determine compliance with this condition.

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

31. All conveyance channels constructed by the Developer leading to the proposed Detention Facility will be deeded over to the County for operation and maintenance, upon completion of construction of the Detention Facility by Washoe County.

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Where/How Condition is Satisfied: _____

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WATER AND SEWER

32. The applicant shall dedicate necessary water rights prior to issuance of a Will-Serve letter by the DWR. A valid Will-Serve letter is a pre-requisite to approval and recordation of a final subdivision map. Necessary processing of water rights prior to the issuance of a Will-serve Letter may take six months or longer. The dedication of water rights shall be in accordance with Article 422, the Spanish Springs Area Plan and the terms of the Wholesale Agreement between Washoe County and Truckee Meadows Water Authority (TMWA). Water rights must be in good standing with the State of Nevada Division of Water Resources and the point of diversion, place, and manner of use must be acceptable to the DWR.

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

33. The Developer shall pay \$75.00 per lot to the DWR as their pro-rated share of the ongoing water and sewer facility plan for the Spanish Springs Valley prior to signature on each final map plat.

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

34. Fees for improvement plan checking and construction inspection shall be in accordance with Washoe County ordinance and paid prior to signature on each final map plat.

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

35. Improvement plans shall be in compliance with Washoe County Design Standards. The Developer shall submit water distribution and sewer collection plans to the DWR for review and approval for each final map.

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

36. The Applicant shall submit an electronic copy of the street and lot layout for each final map at initial submittal time.

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37. The Developer shall construct and/or provide the financial assurance for the construction of the on-site and off-site water distribution and the sanitary sewer collection systems prior to signature on each final map plat. The financial assurance must be in a form and amount acceptable to the DWR.

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

38. Approved improvement plans shall be used for the construction of on-site and off-site water distribution and sanitary sewer collection systems. The DWR will be responsible to inspect the construction of the water distribution and sanitary sewer collection systems.

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

39. The water distribution system and sanitary sewer collection systems must be offered for dedication to Washoe County along with the recordation of a final map.

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

40. Easements and real property for all water distribution, sanitary sewer collection systems and appurtenances shall be offered for dedication to Washoe County along with the recordation of a final map.

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

41. A master sanitary sewer report for the entire tentative map shall be prepared and submitted by the applicant's engineer which addresses:

- a. the estimated sewage flows generated by this project,
- b. projected sewage flows from potential or existing development within tributary areas,
- c. the impact on capacity of existing infrastructure,
- d. slope of pipe, invert elevation and rim elevation for all manholes,
- e. proposed collection line sizes, on-site and off-site alignment, and half-full velocities.

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42. In accordance with applicable ordinances, all sewer service connection fees, including the Clean Water Surcharge fee, shall be paid for each service prior to signature on each final map plat.

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

43. In accordance with the applicable ordinance, all water connection privilege fees shall be paid for each service prior to signature on each final map plat.

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

44. No Certificate of Occupancy will be issued until all the potable water and sewer collection facilities necessary to serve a final map have been completed and accepted.

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

45. Funding the incremental over-sizing of any major infrastructure to accommodate future development as determined by accepted engineering calculations shall be the responsibility of the DWR. The DWR shall enter into an agreement with the developer for reimbursement of the incremental over-sizing.

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

46. All sanitary sewer manholes located in a flood plain or in ground water shall be constructed watertight and vacuum tested.

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Where/How Condition is Satisfied: _____

47. The existing water and sewer stub constructed with the Spanish Springs Business Center improvement plans shall be relocated to proposed intersection or properly abandoned. If abandoned a replacement shall be provided by the developer.

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48. No structures (including walls, fences, building's, etc.) shall be allowed within or across any DWR utility easement, without DWR approval.

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49. The developers' engineer shall submit a plan or letter from the appropriate fire agency identifying the approved fire hydrant locations and indicating the fire flow and duration required for each final map. This information must accompany the water system improvements plans when submitted for initial review.

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

FIRE SAFETY

50. Water for fire suppression meeting both duration and flow as specified in Chapter 60 of the Washoe County Code shall be provided. The Reno Fire Department shall determine compliance with this condition.

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Where/How Condition is Satisfied: _____

51. Two separate and independent means of access shall be provided as outlined in Chapter 60 of the Washoe County Code. The Reno Fire Department shall determine compliance with this condition.

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

52. Applicant should note the increase in cul-de-sac radius and diameter that is outlined in Chapter 60 of the Washoe County Code.

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Where/How Condition is Satisfied: _____

53. Curbs around fire hydrants shall be painted red as specified in the Reno Fire Department Policy. The Reno Fire Department shall determine compliance with this condition.

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NEVADA DEPARTMENT OF TRANSPORTATION

54. A traffic analysis will be required, and should include recommendations for appropriate mitigations for the development's impacts to Pyramid Highway (SR 445) at Calle de la Plata. The Nevada Department of Transportation (NDOT) shall determine compliance with this condition.

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

55. The Nevada Department of Transportation (NDOT) will require an occupancy permit for any work performed within the State's right-of-way. The Nevada Department of Transportation (NDOT) shall determine compliance with this condition.

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

CONDITIONS, COVENANTS AND RESTRICTIONS

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

- a. Mandatory solid waste collection.
- b. Fence material, height, and location limitations, and re-fencing standards. Replacement fence must be compatible in materials, finish, and location of existing fence.

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- c. Maintenance of public access easements, common areas, and common open spaces. Provisions shall be made to monitor and maintain, for a period of three (3) years regardless of ownership, a maintenance plan for the common open space area. The maintenance plan for the common open space area shall, as a minimum, address the following:
 - 1) Vegetation management;
 - 2) Watershed management;
 - 3) Debris and litter removal;
 - 4) Fire access and suppression;
 - 5) Maintenance of public access and/or maintenance of limitations to public access.
- d. Maintenance of detention basins and drainage facilities.
- e. Passive or natural heating or cooling opportunities.
- f. Maintenance of fire fuel breaks and vegetation mitigation / controls.
- g. All motorized vehicles/motorcycles shall be restricted.
- h. A disclosure statement to each property owner indicating the presence of the airport approximately 2600 feet (.5 miles) from the western boundary of Eagle Canyon IV, and the potential for noise, dust, or other unforeseen inconveniences inherent with low flying aircrafts shall also be recorded. The Department of Community Development and District Attorney's office shall review and approve the language prior to determining compliance with this condition.
- i. All landscaping adjacent to fences along West Calle de la Plata and along Pyramid Highway shall be maintained by the Homeowner's Association

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

LANDSCAPING

- 57. The applicant shall submit a final landscaping plan prepared by a landscape architect registered in the State of Nevada for West Calle de la Plata and Pyramid Highway to the Department of Community Development for review and approval by the Design Review Committee. Said plan shall address, but not be limited to: fencing, berms, drainage swales, landscaping material (if plant material: type, size at time of planting, maturation size at full growth, period of time between

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planting and full growth), landscaping location, landscaping irrigation system, development identification signs, and financial assurances that landscaping will be planted and maintained for a 3-year period. Landscaping shall be provided for both road frontages, and for all disturbed areas. The following shall also apply:

- a. Trees shall be installed at the equivalent of one tree for every 50-feet of frontage along West Calle de la Plata and Pyramid Highway, as shown on the landscaping plan approved by the Design Review Committee, and shall meet all requirements of Section 110.412.60, Planting Standards, Section 110.412.65, Irrigation Standards, and Section 110.412.75, Maintenance.
- b. All fencing facing West Calle de la Plata and Pyramid Highway shall be installed by the developer, shall be vinyl in composition, shall be uniform in color, and shall be consistent with the vinyl fencing already being installed along West Calle de la Plata.
- c. Should the preliminary fencing plan show that variances to yard setbacks are needed, the applicant shall obtain the variances from the Board of Adjustment prior to meeting with the Design Review Committee for fencing design approval.

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

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

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

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GRADING

59. All grading in this phase shall strictly adhere to Section 110.434.30, Grading, of the Development Code. The County Engineer and the Department of Community Development shall determine compliance with this condition.

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Where/How Condition is Satisfied: _____

RENO/TAHOE AIRPORT AUTHORITY

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

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

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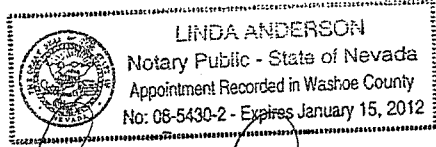
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STATE OF NEVADA
COUNTY OF WASHOE

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

Subscribed and sworn to before me

Signed: Kari H. Arnold



FEB 05 2010

Linda Anderson

Proof of Publication

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1427 BILL NO. 1607 An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC09-003 to extend Development Agreement Case Number DA08- 004 for Tentative Subdivision Map Case Number TM03-006 for Eagle Canyon IV as previously approved by the Washoe County Planning Commission, the purpose of the agreement being to extend map approval until May 20, 2012 with a possible second extension until May 20, 2014 (Bill No. 1607) PUBLIC NOTICE IS HEREBY GIVEN that typewritten copies of the above-numbered and entitled ordinance are available for inspection by the interested parties at the office of the County Clerk of Washoe County, Nevada, at her office at the County Courthouse, Virginia and Court Streets, Reno, Nevada; and that said ordinance was proposed by Commissioner Larkin on January 12, 2010, and following a public hearing, was passed and adopted without amendment at a regular meeting on January 26, 2010, by the following vote of the Board of County Commissioners: Those Voting Aye: David Humke, Bonnie Weber, Bob Larkin, John Breternitz, Kitty Jung. Those Voting Nay: None Those Absent: None This Ordinance shall be in full force and effect from and after February 5, 2010, i.e., the date of the second publication of such Ordinance by its title only. IN WITNESS WHEREOF, the Board of

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ndf

County Commissioners of Washoe County, Nevada, has caused this Ordinance to be published by title only. DATED: January 27, 2010. AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No. 679988 Jan 29; Feb 5, 2010

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DOC # 3922546

09/15/2010 11:51:22 AM

Requested By
WASHOE COUNTY CLERK
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 30



APN# _____

Recording Requested by:

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

When Recorded Mail to:

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

Mail Tax Statement to:

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

(for Recorder's use only)

Ordinance No. 1427
(Title of Document)

Please complete Affirmation Statement below:

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

-OR-

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

(State specific law)

Jaime Delleria
Signature

Deputy Clerk
Title

JAIME DELLERIA
Printed Name

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

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

ord. 1427

SUMMARY: An ordinance approving Amendment of Conditions Case Number AC09-003 which will extend Development Agreement Case Number DA08-004 which will extend the approval of Tentative Subdivision Map Case Number TM03-006 for Eagle Canyon IV, as previously approved by the Planning Commission until February 24, 2012, with one possible extension of time until February 24, 2014 at the sole discretion of the Director of Community Development.

BILL NO. 1607

ORDINANCE NO. 1427

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC09-003 TO EXTEND DEVELOPMENT AGREEMENT CASE NO. DA08-004 FOR TENTATIVE SUBDIVISION MAP CASE NUMBER TM03-006 FOR EAGLE CANYON IV AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION, THE PURPOSE OF THE AGREEMENT BEING TO EXTEND MAP APPROVAL UNTIL MAY 20, 2012 WITH A POSSIBLE SECOND EXTENSION UNTIL MAY 20, 2014.

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

SECTION 1.

The Amended Development Agreement for Tentative Subdivision Map Case No. TM03-006 for Eagle Canyon IV is attached and is an acceptable document with which to extend the expiration date of said map.

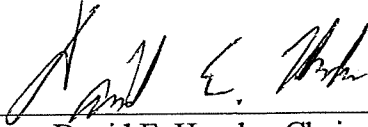
Proposed on the 12th day of January, ~~2009~~ 2010
Proposed by Commissioner Larkin
Passed on the 26th day of January, ~~2010~~

Vote:

Ayes: Humke, Weber, Larkin, Jung, Breternitz

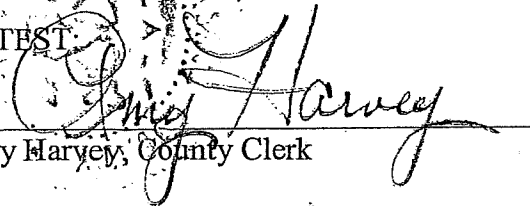
Nays: none

Absent: none



David E. Humke, Chairman
Washoe County Commission



ATTEST:

Amy Harvey, County Clerk

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

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AMENDED AND RESTATED AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between **MS RIALTO EAGLE CANYON NORTH NV, LLC**, a Delaware limited liability company, and **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada limited partnership, (the collectively, "Landowner") and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, ("County").

1. GENERAL.

1.1 Property. Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Numbers 532-020-13, 532-020-12, 532-120-01 and 532-020-09 in Washoe County, Nevada (the "Property"), as more particularly described in Exhibit A, attached hereto, which is subject to County's Spanish Springs Area Plan.

1.2 Tentative Map. The Property has a County land use designation of Medium Density Suburban ("MDS"). MDS allows a density of three single family dwellings per acre. On June 5, 2003 the County issued its Action Order, which is incorporated herein by this reference as Exhibit B, approving a tentative map application of the Landowner for the Property, known as Tentative Subdivision Map Case File No. TM03-006 (Eagle Canyon IV Subdivision) (the "Tentative Map"). The development of the Property (the "Project") must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the "Code"). The Tentative Map provided for a total of 527 residential lots.

1.3 Previous Final Maps. On May 24, 2005, Landowner recorded its first final map for Unit 1 (Tract Map No. 4485, Document No. 3218680). On May 11, 2006, Landowner recorded its second final map for Unit 2 (Tract Map No. 4647, Document No. 3386313). Unit 1 consisted of 121 lots on 54.51 acres. Unit 2 consisted of 33 lots on 11.16 acres. There are therefore 373 lots in the Property which remain subject to the Tentative Map.

1.4 Prior Development Agreement. On April 23, 2008 the parties entered into a certain Agreement recorded on May 7, 2008 as Document No. 3647674 in the office of the Recorder of Washoe County, Nevada, which is an agreement concerning the development of land (the "Prior Agreement") authorized by NRS 278.0201 and Article 814 of the Code. The Prior Agreement among other things provides for an extension of time for Landowner to record the next final map (the "Final Map") to May 20, 2010. The Prior Agreement is amended, restated and superseded in its entirety by this Agreement, and this Agreement constitutes an amendment to a development agreement authorized by NRS 278.0205 and Section 110.814.40 of the Code. By approving this Agreement upon recommendation of the Director of Community Development, the Board of County Commissioners is deemed to have reviewed the Prior Agreement and agreed to amend it hereby as provided in NRS 278.0205 and Section 100.814.35 of the Code. Pursuant to Section 110.814.35 of the Code, County acknowledges notice that the terms and conditions of the Prior Agreement have been complied with, and Landowner has demonstrated its good faith compliance with the terms of the Prior Agreement.

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1.5 Circumstances Requiring An Extension of Time. Additional time is necessary to work through issues related to the Project, which additional time will benefit both the Landowner and County. Certain of those issues include the contemplated drainage channels and storm drains to be constructed on the Property to control storm runoff from the Project and higher elevations north of the Project to protect dwellings in the Project as well as existing subdivisions and future developments planned on adjacent land uphill and downhill from the Project. The optimal design of such drainage improvements will be more likely achieved with additional time to determine the likely uses of such surrounding land. Moreover, the extension of streets and utilities, particularly sewer lines in the Project, may have to be redesigned and capacities reconsidered in order to plan for and accommodate needed capacity in undeveloped MDS subdivision west and south of the Project. The parties believe it is in the public interest to enter into this Agreement and provide, among other matters, additional time to design, and establish phasing and financing for, the infrastructure and construction of the Project and adjacent MDS subdivision development. Notwithstanding the foregoing or any other provision of this Agreement, nothing herein is intended to (a) create additional obligations on Landowner or increase in any way Landowner's obligations in connection with the development of the Project or the Property in accordance with the Tentative Map or otherwise; or (b) adversely affect Landowner's rights with respect to development of the Project or the Property.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

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

2.1.1. The land which is subject to this Agreement is a portion of APN Nos. 532-020-13 and 532-020-12 and all of APN Nos. 532-020-09 and 532-120-01, more particularly described in Exhibit A: Legal Description.

2.1.2. The duration of this Agreement shall be from the date of signing by the County Board of County Commissioners to May 20, 2012, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement. The duration of the Agreement may be further extended from May 20, 2012 to May 20, 2014 at the discretion of the Director of Community Development upon timely written request by Landowner.

2.1.3. [Intentionally Omitted].

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property pursuant to the Tentative Map is a 373 unit common open space single

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family dwelling development on 172.45 acres, and a density of less than three dwelling units per acre, which complies with the Property's land use designation.

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

2.1.6. The provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and the Code. As part of this common open space development there is a public trail planned through the Project that will provide access to and through common areas to adjoining open space. The common area will be owned and maintained by a Project homeowners' association. The Landowner has been working with the County and others as needed to provide and preserve adequate access to public open space.

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

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

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

2.1.10. Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, the Board of County Commission's Action Order dated June 5, 2003 attached hereto as Exhibit B, and future final maps.

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

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

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

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

2.6 [Intentionally Omitted]

3. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

[Signatures appear on following page]

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[Signature page to Development Agreement]

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

LANDOWNER:

SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership

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

By: Robert M. Sader
JESSE HAW, President
ROBERT M. SADER, SECRETARY
Date: NOVEMBER 24, 2009

COUNTY:

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

By: David Humke
DAVID HUMKE, Chairman
Date: Jan. 26, 2010

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


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

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

By: LENNAR RENO, LLC, a Nevada limited liability company, its Nevada Manager

By: Erik R. Higgins
Name: ERIK R. HIGGINS
Title: VICE PRESIDENT

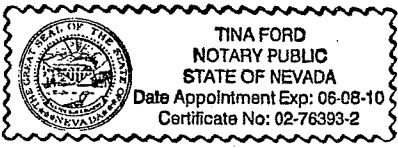
ATTEST:

Amy Harvey
AMY HARVEY, County Clerk


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STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

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



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

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All-Purpose Acknowledgment

State of California)

County of Orange)

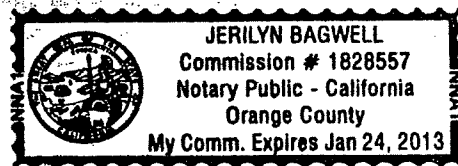
On November 18, 2009 before me, Jerilyn Bagwell, Notary Public, personally appeared Erik R. Higgins who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Jerilyn Bagwell, Notary Public



My Commission Expires: January 24, 2013

Commission Number: 1828557

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EXHIBIT A
Eagle Canyon IV
Remainder

Parcels of land situate within Sections 23 and 26, Township 21 North, Range 20 East, M.D.M., Washoe County, Nevada; more particularly described as follows:

Parcel C of the 3rd Parcel Map for Spanish Springs Associates Limited Partnership, recorded on December 14, 2005 as Parcel Map 4492, Document No. 3323108, Official Records of Washoe County, Nevada;

Parcel B-1 of Eagle Canyon IV - Unit 2, recorded on May 11, 2006 as Subdivision Tract Map 4647, Document No. 3386313, Official Records of Washoe County, Nevada;

Portions of Parcels 1 and 2 of the 10th Parcel Map for Spanish Springs Associates Limited Partnership, recorded on June 8, 2006 as Parcel Map 4569, Document No. 3398260, Official Records of Washoe County, Nevada, as follows:

Commencing at the northwest corner of said Parcel 1;
thence along the north line of said Parcel 1 the following three (3) courses and distances:
S 84°29'07" E, 194.59 feet;
on the arc of a 474.00 foot radius curve to the right through a central angle of 02°46'33" a distance of 22.96 feet;
S 81°42'34" E, 417.58 feet to the Point of Beginning;
thence continuing along said north line and the east line of Parcel 1 and Parcel 2 the following nine (9) courses and distances:
S 81°42'34" E, 42.39 feet;
on the arc of a 776.00 foot radius curve to the left through a central angle of 10°52'56" a distance of 147.39 feet;
N 87°24'30" E, 369.83 feet;
on the arc of a 25.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 39.27 feet;
S 02°35'30" E, 398.69 feet;
on the arc of a 681.00 foot radius curve to the left through a central angle of 28°48'35" a distance of 342.42 feet;
S 31°24'05" E, 105.00 feet;
on the arc of a 629.00 foot radius curve to the right through a central angle of 31°57'42" a distance of 350.88 feet;
S 88°46'56" W, 149.91 feet;
thence continuing S 88°46'56" W, 881.22 feet
thence N 09°28'08" E, 536.51 feet;
thence S 82°03'43" E, 22.08 feet;
thence N 06°14'27" E, 666.07 feet to the point of beginning.

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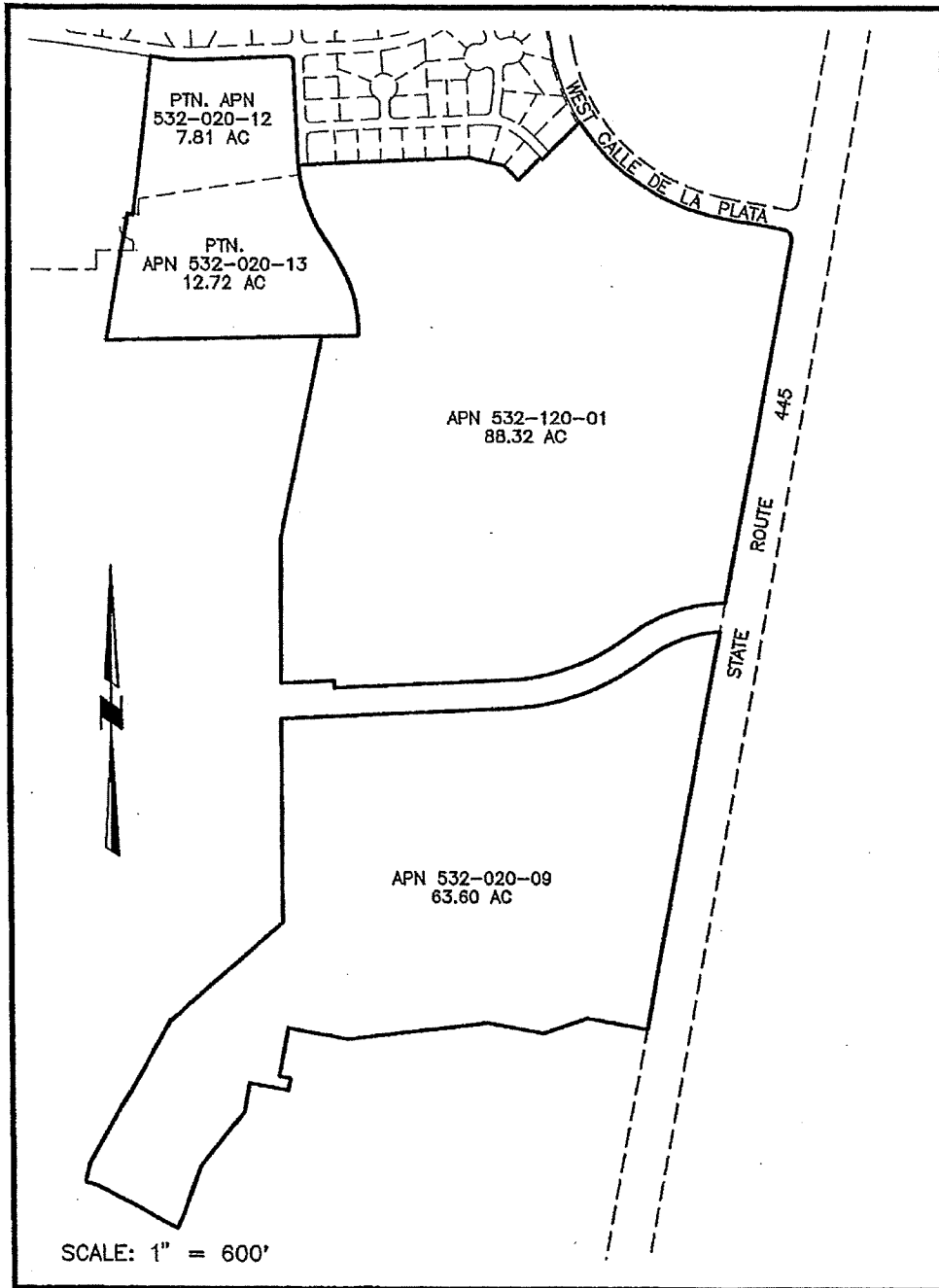


EXHIBIT "A" MAP

96-01



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

ACTION ORDER



June 5, 2003

Spanish Springs Associates
 Attn: Jessie Haw
 PMB 444
 9732 State Route 445
 Sparks, NV 89436

Dear Applicant:

As filed with the Department of Community Development, the Washoe County Planning Commission, at its regular meeting of June 3, 2003, approved the following with sixty (60) conditions:

TENTATIVE SUBDIVISION MAP CASE NO. TM03-006 (EAGLE CANYON IV/SPANISH SPRINGS ASSOCIATES) – To develop a 527-lot single-family subdivision on ±246 acres of two parcels totaling ±2,094 acres within the Spanish Springs Specific Plan (SSSP), as authorized in Article 608, Tentative Subdivision Maps, of the Washoe County Development Code. Minimum lot size is 12,000 square feet. The project is located south of West Calle de la Plata and west of Pyramid Highway. The land is within the Spanish Springs Area Plan designated Medium Density Suburban (MDS) in the Spanish Springs Specific Plan (SSSP). The project is situated in Sections 22 & 23, T21N, R20E, MDM, Washoe County, Nevada. The property is located in the Spanish Springs Citizen Advisory Board boundary and Washoe County Commission District No. 4 (APN: 530-280-23 & 089-160-53).

The approval was based on the following findings:

1. Plan Consistency. That the proposed map is consistent with the Comprehensive Plan, the Spanish Springs Area Plan, and the Spanish Springs Specific Plan;
2. Design or Improvement. That the design or improvement of the proposed subdivision is consistent with the Comprehensive Plan, the Spanish Springs Area Plan, and the Spanish Springs Specific Plan;
3. Type of Development. That the site is physically suited for a 527-lot single-family subdivision;
4. Availability of Services. That, as conditioned, the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System;
5. Fish or Wildlife. That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage, or substantial and avoidable injury to any endangered plant, wildlife or their habitat;

Adrian P. Freund,
 AICP, Director



Washoe County ... Where Quality Is At Home
 "Dedicated to Excellence in Public Service"

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**CONDITIONS FOR
TENTATIVE SUBDIVISION MAP CASE NO. TM03-006
Eagle Canyon IV Subdivision
(As approved by Washoe County Planning Commission
at its meeting of June 3, 2003)**

*****IMPORTANT—PLEASE READ*****

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

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

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

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION, THE UTILITY SERVICES DIVISION AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS AND POLICIES.

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

COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE

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DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.

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

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

GENERAL CONDITIONS

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

Regulatory Zone for Review Purposes	Medium Density Suburban (MDS) Land Use Designations (Max. 2.45 units/acre)
Minimum Lot Area Required	12,000 square feet
Minimum Lot Width	80 feet
Minimum Front Yard	20 feet
Minimum Side Yard	8 feet
Minimum Rear Yard	20 feet
Maximum Building Height	35 feet/2 story maximum

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

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

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

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

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

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4. If necessary to supply subdivision improvements for the project, the developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall determine compliance with this condition.

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

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

NOTE

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

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

6. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the on-site improvements. The County Engineer shall determine compliance with this condition. If cluster boxes are considered, the location and parking area shall be reviewed by Department of Community Development staff in addition to Engineering staff.

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

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

NOTE

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

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

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

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

9. Due to its proximity to the existing surrounding residential development, construction hours shall be from 7:00 a.m. until 6:00 p.m., Monday through Saturday until the subdivision is completed. All maintenance of equipment shall take place during the daylight hours only. Construction traffic shall not use existing interior residential streets that have driveway access as haul routes. This could present a hazard to children playing in those streets. The Department of Community Development shall determine compliance with this condition.

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

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

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

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

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

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TRAFFIC

12. Prior to recordation of each final map, all roadway improvements necessary to serve the final map shall be designed and constructed to County standards and specifications or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall be responsible for determining compliance with this condition.

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

13. Street names shall be reviewed and approved by the Regional Street Naming Committee.

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

14. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet AASHTO site distances and safety guidelines. The County Engineer shall be responsible for determining compliance with this condition.

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

15. Prior to ground disturbing activity, the developer shall submit a construction traffic haul route plan to the County Engineer for review and approval. If existing roadways are to be used for construction vehicles the Engineering Division will require a geotechnical exploration and analysis to determine load-supporting capabilities of the existing streets, and in accordance with the geotechnical report, may require reconstruction sufficient to provide a 20-year design life.

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

16. No overhead utility poles (power, telephone, etc.) shall be located within the County right-of-way. The County Engineer shall determine compliance with this condition.

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

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17. An Occupancy Permit shall be obtained from the Nevada Department of Transportation (NDOT), for access to, from, or under roads and highways maintained by NDOT, and a copy of said permit shall be submitted to the County Engineer prior to finalization of the affected final map.

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

DRAINAGE

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

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

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

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

20. Prior to the finalization of any portion of the tentative map, a final, detailed hydrology/hydraulic report for that unit shall be submitted to the County Engineer. All storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall be responsible for determining compliance with this condition.

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

21. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and grouted rock rip rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the Engineering Division.

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

22. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage from the site to the satisfaction of the Engineering Division.

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

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23. For all subdivision grading areas larger than one acre, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection (NDEP), and a copy of said permit shall be submitted to the County Engineer prior to construction. The Stormwater Pollution Prevention Plan, as approved by the NDEP, shall be included with the construction improvement drawings.

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

24. The 100-year floodplain boundaries and flood elevations shall appear on each final map. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map. The County Engineer shall be responsible for determining compliance with this condition. No final maps shall be approved for areas currently shown as "A" zones on the FEMA floodplain maps until a Conditional Letter of Map Amendment or a Conditional Letter of Map Revision is submitted.

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

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

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

26. A note on the final map shall indicate that all drainage easements shall be privately maintained and perpetually funded by a homeowner's association.

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

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

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Where/How Condition is Satisfied: _____

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28. The portion of the drainage channel shown on this tentative map running east to west from Pyramid Highway is part of the "Conveyance Channel" for the Spanish Springs Floodplain Detention Facility ("Detention Facility") proposed to be constructed by Washoe County, as described in Figure 3-1 of the Spanish Springs Flood Control Improvements Alternatives Development and Evaluation by Kennedy Jenks Consultants dated August 30, 2000 ("Preliminary Report"). The proposed detention basin for the Detention Facility is located on the western boundary of this tentative map. Sufficient land area must be left available for construction of the Spanish Springs Floodplain Detention Facility, as described in the Preliminary Report. The Department of Water Planning shall determine compliance with this condition.

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

29. If the Conveyance Channel is constructed by Washoe County as part of the construction of the Detention Facility prior to the time it must be constructed by the Developer pursuant to a final map, then the necessity to construct the portion of the drainage channel running parallel to Pyramid Highway north of the Conveyance Channel will be negated, and said portion need not be built. If a portion of the Conveyance Channel (or other facilities) which would otherwise be built by Washoe County as part of the Detention Facility is constructed by the Developer prior to the construction by Washoe County as part of the Detention Facility, then the Developer shall meet with Washoe County representatives to determine to what extent the Developer is entitled to reimbursement for Developer's actual costs of design, engineering, fees, charges, and construction provided by the Developer. The Division of Water Planning shall determine compliance with this condition.

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

30. Conditional approval of this tentative map shall not be construed as final approval of all stormwater drainage/conveyance improvements associated with the proposed Detention Facility. The Division of Water Planning shall determine compliance with this condition.

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

31. All conveyance channels constructed by the Developer leading to the proposed Detention Facility will be deeded over to the County for operation and maintenance, upon completion of construction of the Detention Facility by Washoe County.

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

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WATER AND SEWER

32. The applicant shall dedicate necessary water rights prior to issuance of a Will-Serve letter by the DWR. A valid Will-Serve letter is a pre-requisite to approval and recordation of a final subdivision map. Necessary processing of water rights prior to the issuance of a Will-serve Letter may take six months or longer. The dedication of water rights shall be in accordance with Article 422, the Spanish Springs Area Plan and the terms of the Wholesale Agreement between Washoe County and Truckee Meadows Water Authority (TMWA). Water rights must be in good standing with the State of Nevada Division of Water Resources and the point of diversion, place, and manner of use must be acceptable to the DWR.

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

33. The Developer shall pay \$75.00 per lot to the DWR as their pro-rated share of the ongoing water and sewer facility plan for the Spanish Springs Valley prior to signature on each final map plat.

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

34. Fees for improvement plan checking and construction inspection shall be in accordance with Washoe County ordinance and paid prior to signature on each final map plat.

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

35. Improvement plans shall be in compliance with Washoe County Design Standards. The Developer shall submit water distribution and sewer collection plans to the DWR for review and approval for each final map.

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

36. The Applicant shall submit an electronic copy of the street and lot layout for each final map at initial submittal time.

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

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37. The Developer shall construct and/or provide the financial assurance for the construction of the on-site and off-site water distribution and the sanitary sewer collection systems prior to signature on each final map plat. The financial assurance must be in a form and amount acceptable to the DWR.

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

38. Approved improvement plans shall be used for the construction of on-site and off-site water distribution and sanitary sewer collection systems. The DWR will be responsible to inspect the construction of the water distribution and sanitary sewer collection systems.

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

39. The water distribution system and sanitary sewer collection systems must be offered for dedication to Washoe County along with the recordation of a final map.

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

40. Easements and real property for all water distribution, sanitary sewer collection systems and appurtenances shall be offered for dedication to Washoe County along with the recordation of a final map.

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

41. A master sanitary sewer report for the entire tentative map shall be prepared and submitted by the applicant's engineer which addresses:

- a. the estimated sewage flows generated by this project,
- b. projected sewage flows from potential or existing development within tributary areas,
- c. the impact on capacity of existing infrastructure,
- d. slope of pipe, invert elevation and rim elevation for all manholes,
- e. proposed collection line sizes, on-site and off-site alignment, and half-full velocities.

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42. In accordance with applicable ordinances, all sewer service connection fees, including the Clean Water Surcharge fee, shall be paid for each service prior to signature on each final map plat.

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

43. In accordance with the applicable ordinance, all water connection privilege fees shall be paid for each service prior to signature on each final map plat.

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

44. No Certificate of Occupancy will be issued until all the potable water and sewer collection facilities necessary to serve a final map have been completed and accepted.

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

45. Funding the incremental over-sizing of any major infrastructure to accommodate future development as determined by accepted engineering calculations shall be the responsibility of the DWR. The DWR shall enter into an agreement with the developer for reimbursement of the incremental over-sizing.

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

46. All sanitary sewer manholes located in a flood plain or in ground water shall be constructed watertight and vacuum tested.

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

47. The existing water and sewer stub constructed with the Spanish Springs Business Center improvement plans shall be relocated to proposed intersection or properly abandoned. If abandoned a replacement shall be provided by the developer.

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48. No structures (including walls, fences, building's, etc.) shall be allowed within or across any DWR utility easement, without DWR approval.

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49. The developers' engineer shall submit a plan or letter from the appropriate fire agency identifying the approved fire hydrant locations and indicating the fire flow and duration required for each final map. This information must accompany the water system improvements plans when submitted for initial review.

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

FIRE SAFETY

50. Water for fire suppression meeting both duration and flow as specified in Chapter 60 of the Washoe County Code shall be provided. The Reno Fire Department shall determine compliance with this condition.

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

51. Two separate and independent means of access shall be provided as outlined in Chapter 60 of the Washoe County Code. The Reno Fire Department shall determine compliance with this condition.

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

52. Applicant should note the increase in cul-de-sac radius and diameter that is outlined in Chapter 60 of the Washoe County Code.

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

53. Curbs around fire hydrants shall be painted red as specified in the Reno Fire Department Policy. The Reno Fire Department shall determine compliance with this condition.

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NEVADA DEPARTMENT OF TRANSPORTATION

54. A traffic analysis will be required, and should include recommendations for appropriate mitigations for the development's impacts to Pyramid Highway (SR 445) at Calle de la Plata. The Nevada Department of Transportation (NDOT) shall determine compliance with this condition.

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Where/How Condition is Satisfied: _____

55. The Nevada Department of Transportation (NDOT) will require an occupancy permit for any work performed within the State's right-of-way. The Nevada Department of Transportation (NDOT) shall determine compliance with this condition.

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

CONDITIONS, COVENANTS AND RESTRICTIONS

56. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be reviewed, approved, and recorded by the District Attorney's office. The final CC&Rs shall be signed, notarized by the owner(s) and submitted to the District Attorney's office with the recordation fee prior to the recordation of the final map. The CC&Rs shall require all phases and units of the subdivision approved under this tentative map to be subject to the same CC&Rs, be under the authority of the same homeowners association if one is created, and be under the authority of the same architectural control committee if one is created. Should subsequent phases not be subject to the original CC&Rs, an annexation document shall be submitted to the District Attorney's office and be subject to the same procedure as outlined for the original CC&Rs. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. Said CC&Rs shall specifically address the potential for liens against the property and the individual property owner's responsibilities for the funding of the maintenance, replacement, and perpetuation of the following items, at a minimum:
- a. Mandatory solid waste collection.
 - b. Fence material, height, and location limitations, and re-fencing standards. Replacement fence must be compatible in materials, finish, and location of existing fence.

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- c. Maintenance of public access easements, common areas, and common open spaces. Provisions shall be made to monitor and maintain, for a period of three (3) years regardless of ownership, a maintenance plan for the common open space area. The maintenance plan for the common open space area shall, as a minimum, address the following:
 - 1) Vegetation management;
 - 2) Watershed management;
 - 3) Debris and litter removal;
 - 4) Fire access and suppression;
 - 5) Maintenance of public access and/or maintenance of limitations to public access.
- d. Maintenance of detention basins and drainage facilities.
- e. Passive or natural heating or cooling opportunities.
- f. Maintenance of fire fuel breaks and vegetation mitigation / controls.
- g. All motorized vehicles/motorcycles shall be restricted.
- h. A disclosure statement to each property owner indicating the presence of the airport approximately 2600 feet (.5 miles) from the western boundary of Eagle Canyon IV, and the potential for noise, dust, or other unforeseen inconveniences inherent with low flying aircrafts shall also be recorded. The Department of Community Development and District Attorney's office shall review and approve the language prior to determining compliance with this condition.
- i. All landscaping adjacent to fences along West Calle de la Plata and along Pyramid Highway shall be maintained by the Homeowner's Association

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

LANDSCAPING

- 57. The applicant shall submit a final landscaping plan prepared by a landscape architect registered in the State of Nevada for West Calle de la Plata and Pyramid Highway to the Department of Community Development for review and approval by the Design Review Committee. Said plan shall address, but not be limited to: fencing, berms, drainage swales, landscaping material (if plant material: type, size at time of planting, maturation size at full growth, period of time between

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planting and full growth), landscaping location, landscaping irrigation system, development identification signs, and financial assurances that landscaping will be planted and maintained for a 3-year period. Landscaping shall be provided for both road frontages, and for all disturbed areas. The following shall also apply:

- a. Trees shall be installed at the equivalent of one tree for every 50-feet of frontage along West Calle de la Plata and Pyramid Highway, as shown on the landscaping plan approved by the Design Review Committee, and shall meet all requirements of Section 110.412.60, Planting Standards, Section 110.412.65, Irrigation Standards, and Section 110.412.75, Maintenance.
- b. All fencing facing West Calle de la Plata and Pyramid Highway shall be installed by the developer, shall be vinyl in composition, shall be uniform in color, and shall be consistent with the vinyl fencing already being installed along West Calle de la Plata.
- c. Should the preliminary fencing plan show that variances to yard setbacks are needed, the applicant shall obtain the variances from the Board of Adjustment prior to meeting with the Design Review Committee for fencing design approval.

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

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

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

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GRADING

59. All grading in this phase shall strictly adhere to Section 110.434.30, Grading, of the Development Code. The County Engineer and the Department of Community Development shall determine compliance with this condition.

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Where/How Condition is Satisfied: _____

RENO/TAHOE AIRPORT AUTHORITY

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

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

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CERTIFIED COPY

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

Date: September 13, 2010

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

By: [Signature]
Deputy Clerk

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

1427



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

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

LEGIBILITY NOTICE

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

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

Jaime Deller
Signature

9-15-10
Date

JAIME Deller
Printed Name

4486242

07/01/2015 04:42:44 PM

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

CONFORMED COPY

(for Recorder's use only)

APN# _____

Recording Requested by:

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

When Recorded Mail to:

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

Mail Tax Statement to:

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

Notice of Action
Cancel Development Agreements
(Title of Document)

Please complete Affirmation Statement below:

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

-OR-

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

(State specific law)

Jaime DeLlera, Deputy Clerk
Signature Title

JAIME DELERA
Printed Name

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

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

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

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

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

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

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

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

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

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

3. Eagle Canyon VI Subdivision.

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

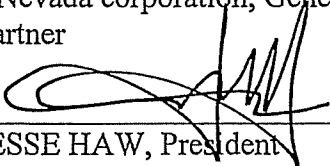
County and SSALP agree by mutual consent to cancel all Development Agreements pursuant to NRS 278.0205 and Section 110.814.40 of the Washoe County Development Code, and in addition to release all lien, charge and encumbrance of the Ordinances enacted in connection with those agreements against the real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

[SIGNATURES ON NEXT PAGE]

LANDOWNER:

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

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

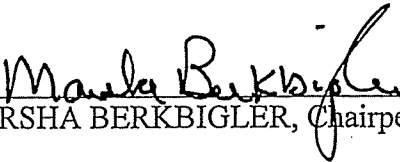
By: 

JESSE HAW, President

Date: 6.12.15

COUNTY:

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

By: 

MARSHA BERKBIGLER, Chairperson

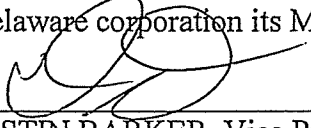
Date: 6-30-15

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

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

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

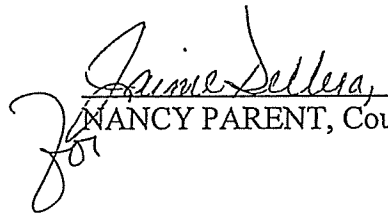
By: U.S. HOME CORPORATION, a
Delaware corporation its Manager

By: 

DUSTIN BARKER, Vice President

Date: 6/23/15

ATTEST:



NANCY PARENT, County Clerk

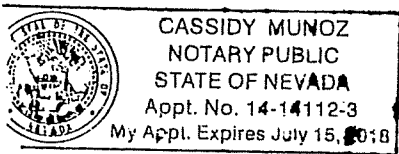


STATE OF NEVADA)

) ss.

COUNTY OF WASHOE)

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



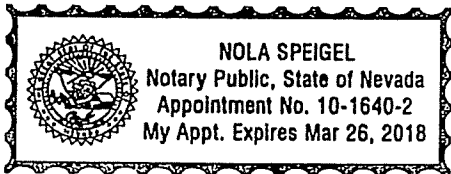
NOTARY: Cassidy Munoz

STATE OF NEVADA)

) ss.

COUNTY OF WASHOE)

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



NOTARY: Nola Speigel



WASHOE COUNTY RECORDER

OFFICE OF THE COUNTY RECORDER
LAWRENCE R. BURTNES, RECORDER

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

LEGIBILITY NOTICE

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

Jaime Sellers, Deputy Clerk
Signature

6-30-15
Date

JAIME SELLERS
Printed Name