
Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

Summary: To adopt a development agreement for the Webb Family Trust as required by the Warm Springs Specific Plan at WSSP.8.1.

BILL NO. 1096
ORDINANCE NO. 170e

TITLE:

An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 adopting a development agreement as required by the Warm Springs Specific Plan (WSSP) at WSSP.8.1, to utilize the regulatory zone designation specified on the Warm Springs Specific Plan - Land Use Plan for:

Tentative Parcel Map Case Number WTPM21-0019 (Webb Family Trust) - Which is a tentative parcel map dividing a 40-acre parcel (APN 077-130-17) into three 5.0 acre parcels and one 24.99 acre parcel.

In order to develop any property in the WSSP more densely than General Rural (1 dwelling unit/40 acres), the specific plan requires that a development agreement be approved. Among other things, the development agreement adopts development standards for the property in conformance with the Warm Springs Specific Plan Development Standards Handbook Framework, a component of the Washoe County Master Plan, such as standards relating to uses, accessory structures, building requirements, setbacks, heating and fireplaces, architecture, landscaping, fencing, lighting, utilities, and other matters concerning the development of the land. Further, the development agreement provides for the participation of future property owners in any assessment district or general improvement district providing services, facilities and/or maintenance for the specific plan area.

The applicant and property owner is the Webb Family Trust. The subject site is approximately 40 acres in size and is located at 3325 Broken Spur Road. The Assessor's Parcel Number is 077-130-17. The Master

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Plan Category is 53% Suburban Residential (SR) (21.2 acres) & 47% Rural (R) (18.8 acres), and the Regulatory Zone is 53% Low Density Suburban (LDS- 1 units per acre; 21.2 acres) & 47% General Rural (GR - 1 unit per 40 acres; 18.8 acres).

WHEREAS:

- A. Following a first reading and publication as required by NRS 244.100(1), and after a duly noticed public hearing, this Board of County Commissioners desires to adopt this ordinance; and
- B. This Board of County Commissioners has determined that this ordinance is being adopted pursuant to requirements set forth in Chapter 278 of NRS and is therefore not a "rule" as defined in NRS 237.060 requiring a business impact statement.

SECTION 1.

The development agreement for the Webb Family Trust, attached hereto as Attachment A-1 and inclusive of all exhibits is hereby APPROVED by this ordinance. The Webb Family Trust shall ensure that the development agreement is recorded in the Office of the Washoe County Recorder on or after the effective date of this ordinance. The Chair is authorized to execute and deliver this ordinance for recording in the official records of Washoe County.

SECTION 2. General Terms.

- 1. All actions, proceedings, matters and things heretofore taken, had and done by the County and its officers not inconsistent with the provisions of this Ordinance are ratified and approved.
- 2. The Chair of the Board and the officers of the County are authorized to take all action necessary or appropriate to effectuate the provisions of this ordinance. The District Attorney is authorized to make non-substantive edits and corrections to this Ordinance.
- 3. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.
- 4. Each term and provision of this ordinance shall be valid and shall be enforced to the extent permitted by law. If any term

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DRAFT: May 9, 2023

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

Proposed on May (month) 23 (day), 2023.

Proposed by Commissioner Herman.

Passed June (month) 27 (day), 2023.

Vote:

Ayes: Commissioners Herman, Clark, Garcia, Andriola
Nays: Commissioners None
Absent: Commissioners Hill.



Attest:

Catherine Smith, Chief Deputy Clerk
Janis Galassini, County Clerk

[Signature]
Chair
Washoe County Commission

This ordinance shall be in force and effect from and after the 10th day of the month of July of the year 2023.

DOC # 5393149

07/19/2023 02:57:18 PM

Requested By
RENO TAHOE GEO ASSOCIATES INC
Washoe County Recorder
Kalie M. Work - Recorder
Fee: \$43.00 RPTT: \$0.00
Page 1 of 54

APN: 077-130-17

The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the personal information of any person or persons (per NRS 239B.030).

WHEN RECORDED RETURN TO:

Webb Family Trust
Rommie F. Webb and Linda S. Webb Trustees
910 Fox Glove Court,
Walnut, California 91789

SPACE ABOVE FOR RECORDER'S USE

Attachment A-1

DEVELOPMENT AGREEMENT

Washoe County and Webb Family Trust

This Development Agreement (the "Agreement") is made by and between the Webb Family Trust (Rommie F. Webb and Linda S. Webb, Trustees), its/their agents and successors including developers and eventual subdivided/divided parcel owners (collectively, "Landowner") and County of Washoe, a political subdivision of the State of Nevada ("County") (collectively hereinafter, the "Parties"). This Agreement is effective on the date of recordation of this Agreement in the Office of the Washoe County Recorder, following its adoption by ordinance by the Washoe County Board of County Commissioners ("Effective Date").

WITNESSETH:

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

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

WHEREAS, the Parties desire to enter into this Agreement in accordance with NRS and Code, as applicable, to promote the health, safety and general welfare of the County's inhabitants,

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to help provide some public services, uses and infrastructure, for which Landowner voluntarily offers to pay, to secure to Landowner certain land development safeguards and rights, and to achieve the goals and purposes for which the referenced development agreement laws were enacted;

WHEREAS, it is the Parties' further desire that this Agreement satisfy certain of the infrastructure and development provisions of the County's Warm Springs Specific Plan (particularly, the provisions found in WSSP 8.1.1, 8.1.2(b) and 8.1.2(c)). The Warm Springs Specific Plan governs part of the general Warm Springs area, including the area in which this Property is located; it was approved by the Washoe County Board of Commissioners on September 22, 1992, as amended and including the third printing done May 2, 2019;

NOW, THEREFORE, the Parties agree as follows:

1. GENERAL

- 1.1. Property. The Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Number 077-130-17, consisting of approximately 40 acres in the Warm Springs area (the "Property") as more particularly described in Exhibit "A", attached hereto.
- 1.2. Large Acreage Residential Improvements. There are no improvements currently made to the Property; it is undeveloped land. The Parties agree that the Property shall be divided and improvements constructed strictly for single, large-acreage, residential purposes, namely the division of the 40.01-acre parcel into four lots (the "Project"). (See plot map, attached hereto as Exhibit "A"). The Project will be constructed and the work of improvements performed in accordance with the Washoe County Master Plan, the Warm Springs Area Plan, the Warm Springs Specific Plan, the Warm Springs Specific Plan Development Standards Handbook Framework (collectively the "Warm Springs Plans"), the Code, and the NRS all in effect on the date of the County's tentative map approval and as reflected in this Agreement, including its attached exhibits. Landowner shall only be permitted to divide the existing 40-acre parcel (APN 077-130-17) to a density allowed by the foregoing Warm Springs Plans, laws, rules, and regulations, as shown on any tentative or final maps. However, Landowner and their successors reserve the option to further divide the Property and its parcels in the future, pursuant to then-existing law, if and when the Warm Springs Plans and the Washoe County Health Department permit it.
- 1.3. Previous Maps. Landowner has not recorded any tentative or final map (WTPM21-0019) for any portion of the project, but intends to record such final map after approval of this Agreement.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND

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

2.1.1 The land which is subject to this Agreement is Assessor's Parcel Number 077-130-17, consisting of approximately 40 acres, more particularly described in Exhibit "A": Legal Description.

2.1.2 The duration of this Agreement shall be from the date of recording in the Office of the Washoe County Recorder, which should occur on or after the effective date of the ordinance adopting this Agreement, and shall last in perpetuity, 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.

2.1.3 The permitted uses on the Property and the density or intensity of its use, are as provided in the Warm Springs Plans and the Code. The Property is currently designated 53% "Medium Density Rural" and 47% "General Rural" on the Warm Springs Specific Plan Land Use Plan, as depicted in Exhibit "B" hereto. Regarding these designations, the Code states:

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

WCC 110.106.15(d).

The General Rural (GR) Regulatory Zone is intended to identify areas that are:

- (1) Remote and will have no or very low-density development (i.e. one (1) dwelling unit per forty (40) acres),
- (2) Remote but where unique developments may occur (e.g. destination resorts).
- (3) Suitable for more intensive resource extraction, including energy production, and
- (4) Suitable for large scale agricultural and/or grazing operations. This regulatory zone identifies areas that may have one or more of the following characteristics:

(i) Floodplains. The parcel or area is within the 100-year floodplain identified on the Federal Emergency Management Agency

(FEMA) Flood Insurance Rate Maps (FIRM) or other potential floodplain areas identified by the Washoe County Department of Public Works.

(ii) Potential Wetlands. The parcel or area is within a "potential wetland area" as identified by the U.S. Army Corps of Engineers (COE) or other potential wetland areas identified by the Washoe County Department of Community Development and the Washoe County Department of Public Works.

(iii) Slopes. The parcel or area has moderate slopes (between fifteen (15) and thirty (30) percent) or steep slopes (thirty (30) percent or steeper) based on the best available topographic information.

(iv) Public Ownership. The parcel or area is under public ownership.

(v) Remote Location Lacking Infrastructure. The parcel or area is in a remote location that does not have public infrastructure adjacent to or near the site.

(vi) Agriculture and Grazing. The parcel or area is actively engaged in agricultural production or livestock grazing.

(vii) Resource Extraction and Energy Production. The parcel or area is suitable for, or is currently engaged in, resource extraction related uses or energy production.

(viii) Conservation of Natural Resources and Open Space. The parcel or area has unique natural resources, scenic quality, habitat value, or open spaces.

WCC 110.106.15(a). The Warm Springs Specific Plan permits development of the specific plan area "at an overall density of one dwelling unit per 2.5 acres on individual domestic wells." (WSSP p. 22). The Property complies with this overall density limitation. *See also* Warm Springs Area Plan, p. 16 ("The overall average residential density in the Warm Springs SPA will not exceed one dwelling unit per two and one-half acres").

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

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

2.1.6 Terms and conditions relating to construction and financing of necessary public

improvements and facilities, if any, are in accordance with and as provided for in the Warm Springs Plans and the Code and will also be in accordance with any subdivision or parcel map improvement agreements for future, final maps.

2.1.7 The tentative parcel map was presented to and approved with conditions by the Washoe County Parcel Map Review Committee on February 9, 2023 (Case No. WTPM21- 0019).

2.1.8 Development standards for the Project will be set forth by the Warm Springs Specific Plan (WSSP), as amended, and the Development Standards Handbook for 3325 Broken Spur Road (APN 077-130-17) (*see* Exhibit “C”), as well as the conditions and requirements of any forthcoming parcel map or subdivision map, any forthcoming action order issued by the Board of County Commissioners, and future, final maps. Any development consideration where the above may be silent shall be directed by the Washoe County Development Code, as amended.

2.1.9 The Project’s Development Standards Handbook is attached hereto as Exhibit “C”. The purpose of this document is to provide information to all future owners of the property within the Warm Springs community to be aware of the requirements of WSSP and this Agreement.

- 2.2 SADs and GIDs. The Landowner acknowledges and agrees to waive protest in proceedings for any assessment district or general improvement district that provides services, facilities and/or maintenance for the mutual benefit of WSSP area residents and property owners and agrees to cooperate fully therewith.
- 2.3. 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.
- 2.4. Public Notice. Any and all public notices required to be given in connection with this Agreement shall be given in accordance with NRS Chapter 278 and Section 110.814.25 of the Code.
- 2.5. 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.
- 2.6. Default and Termination of Agreement. This Agreement shall become null and void, in the event of noncompliance with any term or deadline set forth in this Agreement if the breaching party fails to fully cure such noncompliance after reasonable written notice and opportunity to cure, provided that all the terms of this Agreement shall remain

binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map, or any use permit in existence at the time of termination of this Agreement.

3. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

To County: WASHOE COUNTY
 Community Services Department, Planning and Building Division
 1001 East Ninth Street
 Reno, NV 89512

To Owner: Webb Family Trust
 Rommie F. Webb and Linda S. Webb Trustees
 910 Fox Glove Court,

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Walnut, California 91789

3.8 Written Amendments. Except as otherwise provided in NRS 278.0205, this Agreement may be amended from time to time or terminated only upon the mutual written agreement of the Parties and/or their successors in interest.

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

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

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

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

[Signatures appear on following page]

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

LANDOWNER:

**Webb Family Trust
Rommie F. Webb, Trustee**

By: Rommie F. Webb

Date: 6-5-23

Name: Rommie F. Webb, Trustee
Title: Landowner

**Webb Family Trust
Linda S. Webb, Trustee**

By: Linda S. Webb

Date: 6/5/23

Name: Linda S. Webb, Trustee
Title: Landowner

COUNTY:

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

By: Alexis Hill

Date: 6/27/2023

Name: Alexis Hill

Title: County Commission Chair

ATTEST:

Catherine Smith, Chief Deputy Clerk
Janis Galassini, County Clerk

California
STATE OF NEVADA)
COUNTY OF ~~WASHOE~~ Los Angeles) SS.

This instrument was acknowledged before me on June 5, 2023,
by Rommie F. Webb, Trustee.



[Signature]
Notary Public
My Commission Expires: 09/12/2024

California
STATE OF NEVADA)
COUNTY OF ~~WASHOE~~ Los Angeles) SS.

This instrument was acknowledged before me on June 5, 2023,
by Linda S. Webb, Trustee.



[Signature]
Notary Public
My Commission Expires: 09/12/2024

STATE OF NEVADA)
COUNTY OF WASHOE) SS.

This instrument was acknowledged before me on June 27, 2023,
by Jeanne Herman, Vice Chair
~~Alexis Hill~~, Chair, Washoe County Commission.



Catherine Smith
Notary Public
My Commission Expires: March 19, 2027

Exhibit A

EXHIBIT A
LEGAL DESCRIPTION FOR
WEBB FAMILY TRUST SUBDIVISION
PARCEL A

All that certain real property situate within a portion of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of Section Sixteen (16), Township Twenty-Two (22) North, Range Twenty-One (21) East, Mount Diablo Meridian, County of Washoe, State of Nevada, being a subdivision of Parcel 16-2-1-11 as shown on Record of Survey Map No. 917, File No. 383412 Recorded October 29, 1975, Official Records of Washoe County, State of Nevada, and being more particularly described as follows:

COMMENCING at the southeast corner of said Parcel 16-2-1-11;

THENCE North 89°31'10" West a distance of 225.88 feet;

THENCE North 00°28'50" East a distance of 507.00 feet to the **POINT OF BEGINNING**;

THENCE North 89°31'10" West a distance of 445.00 feet;

THENCE North 00°28'50" East a distance of 490.00 feet;

THENCE South 89°31'10" East a distance of 445.00 feet;

THENCE South 00°28'50" West a distance of 490.00 feet to the **POINT OF BEGINNING**.

Containing 5.01 acres of land, more or less.

See Exhibit "A-1" attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is based on the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94.

Prepared By:

ODYSSEY ENGINEERING, INC.
Kelly R. Combest, P.L.S.
Nevada Certificate No. 16444
895 Roberta Lane, Suite 104,
Sparks, NV 89431



3/1/23

EXHIBIT A
LEGAL DESCRIPTION FOR
WEBB FAMILY TRUST SUBDIVISION
PARCEL B

All that certain real property situate within a portion of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of Section Sixteen (16), Township Twenty-Two (22) North, Range Twenty-One (21) East, Mount Diablo Meridian, County of Washoe, State of Nevada, being a subdivision of Parcel 16-2-1-11 as shown on Record of Survey Map No. 917, File No. 383412 Recorded October 29, 1975, Official Records of Washoe County, State of Nevada, and being more particularly described as follows:

COMMENCING at the southeast corner of said Parcel 16-2-1-11, North 89°31'10" West a distance of 225.88 feet coincident with the southerly line of said Parcel to the **POINT OF BEGINNING**;

THENCE continuing coincident with said southerly line North 89°31'10" West a distance of 430.00 feet;

THENCE North 00°28'50" East a distance of 507.00 feet;

THENCE South 89°31'10" East a distance of 430.00 feet;

THENCE South 00°28'50" West a distance of 507.00 feet to the **POINT OF BEGINNING**.

Containing 5.00 acres of land, more or less.

See Exhibit "A-1" attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is based on the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94.

Prepared By:

ODYSSEY ENGINEERING, INC.
Kelly R. Combest, P.L.S.
Nevada Certificate No. 16444
895 Roberta Lane, Suite 104,
Sparks, NV 89431



**EXHIBIT A
LEGAL DESCRIPTION FOR
WEBB FAMILY TRUST SUBDIVISION
PARCEL C**

All that certain real property situate within a portion of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of Section Sixteen (16), Township Twenty-Two (22) North, Range Twenty-One (21) East, Mount Diablo Meridian, County of Washoe, State of Nevada, being a subdivision of Parcel 16-2-1-11 as shown on Record of Survey Map No. 917, File No. 383412 Recorded October 29, 1975, Official Records of Washoe County, State of Nevada, and being more particularly described as follows:

COMMENCING at the southwest corner of said Parcel 16-2-1-11;

THENCE coincident with the southerly line of said Parcel, South 89°31'10" East a distance of 231.79 feet to the **POINT OF BEGINNING**;

THENCE North 00°28'50" East a distance of 507.00 feet;

THENCE South 89°31'10" East a distance of 430.00 feet;

THENCE South 00°28'50" West a distance of 507.00 feet to a point coincident with the southerly line of said Parcel;

THENCE coincident with said southerly line, North 89°31'10" West a distance of 430.00 feet to the **POINT OF BEGINNING**.

Containing 5.00 acres of land, more or less.

See Exhibit "A-1" attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is based on the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94.

Prepared By:

ODYSSEY ENGINEERING, INC.
Kelly R. Combest, P.L.S.
Nevada Certificate No. 16444
895 Roberta Lane, Suite 104,
Sparks, NV 89431



EXHIBIT A
LEGAL DESCRIPTION FOR
WEBB FAMILY TRUST
PARCEL D

All that certain real property situate within a portion of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of Section Sixteen (16), Township Twenty-Two (22) North, Range Twenty-One (21) East, Mount Diablo Meridian, County of Washoe, State of Nevada, being a subdivision of Parcel 16-2-1-11 as shown on Record of Survey Map No. 917, File No. 383412 Recorded October 29, 1975, Official Records of Washoe County, State of Nevada, and being more particularly described as follows:

BEGINNING at the southeast corner of said Parcel 16-2-1-11;

THENCE North 89°31'10" West a distance of 225.88 feet;

THENCE North 00°28'50" East a distance of 997.00 feet;

THENCE North 89°31'10" West a distance of 445.00 feet;

THENCE South 00°28'50" West a distance of 490.00 feet;

THENCE North 89°31'10" West a distance of 415.00 feet;

THENCE South 00°28'50" West a distance of 507.00 feet to a point coincident with the southerly line of said Parcel;

THENCE coincident with said southerly line, North 89°31'10" West a distance of 231.79 feet to the southwest corner of said Parcel;

THENCE coincident with the westerly line of said Parcel, North 01°08'01" East a distance of 1321.63 feet to the northwest corner of said Parcel;

THENCE coincident with the northerly line of said Parcel, South 89°30'15" East a distance of 1320.13 feet to the northeast corner of said Parcel and being coincident with the centerline of Broken Spur Road;

THENCE coincident with the easterly line of said Parcel and the centerline of Broken Spur Road, South 01°14'25" West a distance of 1321.31 feet to the **POINT OF BEGINNING**.

Containing 24.99 acres of land, more or less.

See Exhibit "A-1" attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is based on the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94.

Prepared By:

ODYSSEY ENGINEERING, INC.

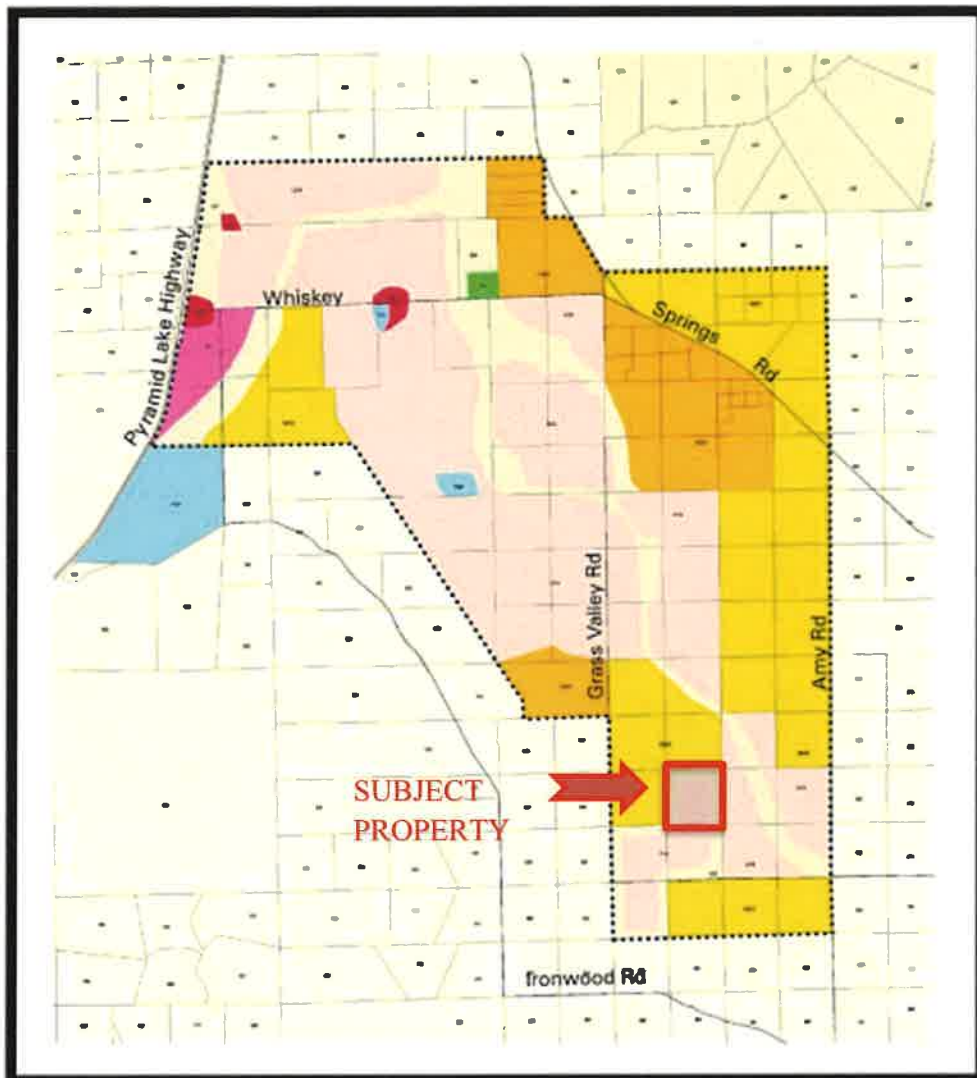
Kelly R. Combest, P.L.S.

Nevada Certificate No. 16444

895 Roberta Lane, Suite 104,
Sparks, NV 89431



Exhibit B



WARM SPRINGS SPECIFIC PLAN LAND USE PLAN

- | | | |
|---------------------------|----------------------------------|-----------------------------------|
| LOW DENSITY RURAL | LOW DENSITY URBAN | INDUSTRIAL |
| MEDIUM DENSITY RURAL | MEDIUM DENSITY URBAN | PUBLIC AND SEMI-PUBLIC FACILITIES |
| HIGH DENSITY RURAL | HIGH DENSITY URBAN | PARKS AND RECREATION |
| LOW DENSITY SUBURBAN | GENERAL COMMERCIAL | OPEN SPACE |
| MEDIUM DENSITY (SUB)URBAN | NEIGHBORHOOD COMMERCIAL / OFFICE | RURAL RESIDENTIAL / GENERAL RURAL |
| HIGH DENSITY SUBURBAN | TOURIST COMMERCIAL | SPECIFIC PLAN |

NOTE: THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE PLAN IS NOT A GUARANTEE OF ANYTHING AND IS NOT A CONTRACT. THE PLAN IS NOT A GUARANTEE OF ANYTHING AND IS NOT A CONTRACT. THE PLAN IS NOT A GUARANTEE OF ANYTHING AND IS NOT A CONTRACT.



Department of
Community
Development

WASHOE COUNTY
NEVADA

POST OFFICE BOX 4100
SPRING VALLEY, NEVADA
89459-0410



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© 2010 WASHOE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: JAN 2010

EXHIBIT C

APN: 077-130-17

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

WHEN RECORDED, MAIL TO:

Webb Family Trust
Rommie F. Webb and Linda S. Webb
Trustees
910 Fox Glove Court
Walnut, California 91789

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WEBB FAMILY TRUST PARCEL MAP

This declaration made this 5 day of June 2023 by _____, a _____
_____, hereafter referred to as "DECLARANT".

Whereas, DECLARANT is the owner of that certain real property located in the County of Washoe evidenced by the certain official subdivision map recorded in the office of the County Recorder of the County of Washoe, State of Nevada, on _____, in Book of Parcel Maps, at Page _____, and more particularly described as _____, and WHEREAS, DECLARANT desires to impose upon said lots mutual and beneficial covenants, conditions, and restrictions under a plan of improvement for the benefit of all owners and future owners thereof.

NOW THEREFORE, DECLARANT hereby declares that said lots, numbered 1 through 3 inclusive, are held and shall be held, conveyed, hypothecated, used, improved and occupied subject to the following covenants, conditions, restrictions, easements and agreements which are imposed pursuant to a common plan and are intended to create equitable servitudes designed to preserve the quality of said land for the benefit of the various owners thereof, their heirs, successors in interest and assigns. To wit:

**Development Standards Handbook
For
3325 Broken Spur Road**

Washoe County

APN's

077-130-17

Prepared By: Reno Tahoe Geo Associates, Inc.

12000 Old Virginia Road, Reno, Nevada, 89521 (775) 853-9100

Located within the Warm Springs Specific Plan Area/ Palomino Valley

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Development Standards Handbook for 3325 Broken Spur Road

DEVELOPMENT STANDARDS

Introduction

Webb Family Trust, the owner of the property 3325 Broken Spur Road, is one of the parcels within the Warm Springs Specific Plan (WSSP), (Refer to the Land Use Plan showing the project within the Warm Springs area in Appendix C) The property is 40.01 acres in size. There will be a total of 4 lots, and each will be 10± acres. (Refer to Vicinity Map and Parcel Map)

Objective

To develop a community that capitalizes on the rural and equine character of the Warm Springs area while utilizing resources efficiently and effectively, and giving consideration to design, marketability, and aesthetics.

Agriculture

The Specific Plan protects existing adjacent agricultural uses from potential development conflicts. The CC&Rs and all final maps shall contain a note of restriction that states, "No formal written or verbal complaints can be filed with Washoe County and no lawsuits or other legal proceedings can be brought against any legal agricultural use." Each purchaser will sign a disclosure statement that reiterates the same information.

Residential Design Guidelines

The purpose of this handbook is to describe the principles, policies, standards, and deed restrictions that will control development of 3325 Broken Spur Road to ensure that it is built and maintained as envisioned in the master planning process for the Warm Springs Specific Plan area.

Lot Concepts Standards

The individual lot concepts are designed to promote the rural character of the Warm Springs Valley. The lots have designated building envelopes, transition zones, and required open space. Where there is a difference between what is illustrated in the Individual Lot Concept

Plans and what the text states, the plans shall take precedence over the text. (Refer to the Individual Lot Concept Plan, page 4.)

Building Envelopes

The building setbacks from the street vary to provide a more rural atmosphere to the streetscape. All lots have an established building envelope as defined by the Individual Lot Concept Plan. Building side and rear yard setbacks shall conform to current Washoe County Code requirements.

Buildings may be located anywhere within the designated building envelope. All buildings, structures, or storage of any type will be confined to this area on each lot.

A landscaped/irrigated zone with a minimum depth of 30 feet is required around all dwellings. This landscaped/irrigated zone must utilize fire retardant/resistant landscaping. For additional fire protection, the landscaping within the building envelope should be thinned and maintained so as not to present a hazard to the homeowner or adjacent property owners.

The landscaped/irrigated zone may encroach into the transition zone. All disturbed areas within the building envelope that are not landscaped, will be revegetated with a combination of native shrubs, grass, and wildflower seed mixtures specified in this document. The relationship between building envelopes is designed to provide an open space corridor and to provide necessary space for additional possible division of the property. (Refer to the Individual Lot Concept, Figures 1-A, page 4).

Transition Zone

The designated transition zone portion of the lot provides an extension of usable yard area but does not permit structures. The zone provides a transition from the open space to the developed portion of each lot. The only fencing that shall be permitted within the transition zone is Open Ranch Style Fencing, White Rail PVC Fencing, or temporary painted-metal panelized fencing. The landscaping for the transition zone has been considered under and is incorporated into the Water Allocation. Horses and 4-H animals are limited to the transition zone and building envelope unless pasture has been provided by securing the requisite water rights.

Open Space

Please see Plate 9 map, Appendix D, which shows the proposed open space, trails, and the golf course in the Warm Springs master plan.

The designated open space portion of each lot will be left undisturbed. All open space areas shall be maintained by the individual property owner. These open space corridors are designated to protect the existing, rural character of the valley. Open space areas may continue existing, established agricultural or ranching uses and are exempt from the limitations imposed by the section on "Animals" later in this Development Standards Handbook.

No use of motorized vehicles, other than vehicles actively engaged in ranching or farming

activities, is allowed within the designated open space areas. Open space corridors may be utilized as a non-motorized trail system for equestrian use. The only fencing that shall be permitted within the open space area is Open Ranch Style Fencing, White Rail Synthetic Fencing, or temporary painted-metal Panelized Fencing. Water rights, in accordance with the Optional Water Usage Landscape (see page 8 under Water Allocation), must be purchased for maintenance of pasture for animals enclosed within the open space. The open space in the Warm Springs Specific Plan shall be left in natural vegetation or agricultural use. If disturbed, it shall be reseeded as specified in the section on Revegetation of Open Space/Drainage ways. Plant selection should include only drought tolerant and low water demand material (refer to plant list in Appendix A). These attributes contribute to the decreased average annual residential water demand that is mandated for implementation of the Warm Springs Specific Plan.

View sheds

The proposed building envelope, as illustrated by Figure 1-A, is staggered and setbacks are increased to afford views and vistas from each building envelope to the surrounding valleys and mountains.

Architecture

All buildings must incorporate an architectural theme or identity that is complementary and compatible with the Warm Springs Specific Plan area and its surroundings. No mobile homes are allowed except for construction purposes. To enhance the development and maintain the rural character, buildings and structures shall adhere to the following guidelines. (Refer to Conceptual "Western Ranch" Theme Home, Figures 6A and 6B page 19).

Exterior Walls and Trims

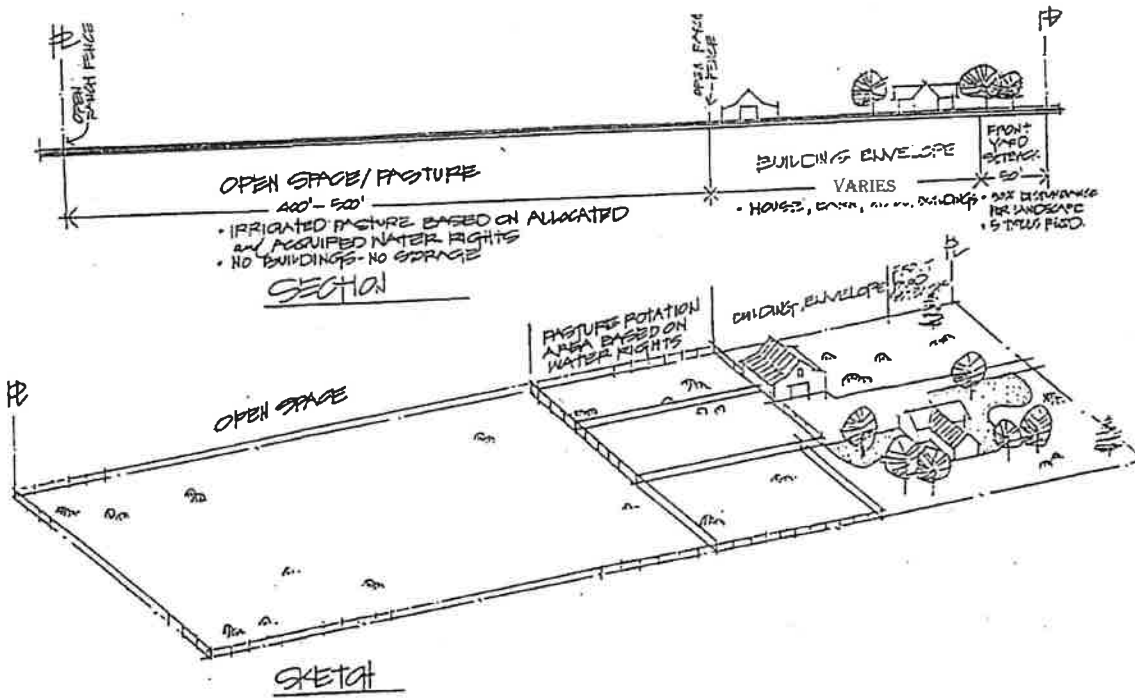
Building materials must support the "western ranch" theme. Exterior siding and wall colors must be earth tone and harmonize with the surrounding landscape. No gloss finishes are allowed.

Large unbroken expanses of the same wall material shall be avoided. Trim shall be used on all exterior walls to create highlight and shadow. All reflective material (e.g., chimney stacks, flashings, exhaust vents and pipes, etc.) must be painted to match or blend with surrounding materials.

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Figure 1-A

Lot Concept for 10 (±) Acre Parcels



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Roofing

Roofing materials shall be earth tone and of a color that harmonizes with the surrounding area and color scheme of the structure. To support an architectural theme consistent with the Warm Springs Specific Plan, building materials for roofs shall be limited to slate, concrete tile, or architectural composition, extra-dimensional 30-year roofing. Flat roofs shall not be allowed. All reflective material (e.g., chimney stacks, flashings, exhaust vents and pipes, etc.) must be painted to match or blend with surrounding materials.

Building Heights

To promote an architectural theme consistent with the Warm Springs Specific Plan, single story homes are encouraged, but all homes shall be limited to two stories and, in accordance with Washoe County Development Code requirements, 35 feet in height. (Refer to Conceptual "Western Ranch" Theme Home, Figures 6A and 6B page 19).

Completion of Construction

Construction of any improvement, once commenced, shall be pursued diligently to completion within 18 months of commencement. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within a reasonable period shall be deemed nuisances. The Property-owners Association may remove any such nuisance or repair or complete the same at the cost of the owner provided the owner has not commenced required work within thirty (30) days from the posting of a notice by the Property-owners Association to commence such work upon the property. Such notice shall state the steps that will be taken to eliminate the nuisance.

Miscellaneous Animals

No more than four (4) Horses or 4-H animals, limited to cattle or sheep, will be allowed. Such animals will only be permitted within the building envelope and transition zone unless additional water rights are acquired for pastureland within the open space. Adequate ground cover to eliminate dust and prevent erosion shall be maintained at all times. As many as four (4) customary household pets are allowed provided they are not kept for commercial purposes and are kept reasonably confined so as not to become a nuisance. Horses, animals, and household pets shall not unreasonably interfere with the comfort, privacy, or safety of other properties. Animals shall be kept in accordance with Washoe County rules and regulations. The property-owners association shall have the authority to determine whether the animals unreasonably interfere with the comfort, privacy or safety of other properties.

Homeowners may provide irrigated pasture as an exercise area or for supplemental feed in which the animals may be kept when not stabled or corralled. Livestock may be considered an optional use for water allocated for landscape use. Pasturelands for animals will require additional water rights to be dedicated to Washoe County. Irrigated pastures require additional water rights at 4 acre-feet/year per acre. 1-1/4 acres of irrigated pasture would require the dedication of a total of 5 acre-feet of water. (Refer to Optional Usage Water Consumption Table A-8 & B, pages 26-27

in the Landscape/Irrigation Section.)

Travel Trailers, Motor Homes, and Boat Storage

Travel trailers, motor homes, other recreational vehicles, or boats and trailers may only be stored within the building envelope. This may occur either within enclosed structures or in the side or rear yards if such yards are completely screened from any street, lot parcel, or open space area and the minimum distance from the screening material maintains the zoning requirements for that yard. Screening shall be consistent with the designated neighborhood privacy fence. (Refer to Figure 3 to 5 pages 18 & 19)

Utilities

All individual services to each unit for all lot sizes shall be underground from the neighborhood service line. All on site utility lines to outbuildings, detached accessory structures, pump houses, etc., shall be underground.

Mailboxes

Individual property owners will not have US Mail delivered to their property. The Post Office has community mailboxes located at Grass Valley Road and Whiskey Springs Road 1/2 mile from proposed project. Per the post office if needed more community mailboxes will be put in place at that location.

Garbage and Refuse Disposal

There shall be no burning of trash, garbage or other like household refuse, nor shall any property owner accumulate on their lot junked or unsightly vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.

Concealment of Fuel Storage Tanks and Trash Receptacles

Fuel storage tanks, limited to propane or heating oil and every receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street, lot, parcel, or open space except at the times when refuse collections are made.

Antennas

Satellite dishes and home radio antennas shall be screened from view from any adjacent parcels, streets, or open space by locating inside or rear yards behind screen fences at a minimum. Screen fences for this purpose shall maintain the minimum distance from the screening material to that yard property line that meets the zoning requirements.

Nuisances

No noxious or offensive activities, odors, or nuisances shall be permitted on any lot or parcel in

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the development. No refuse, animal manure, unsightly or abandoned vehicles, debris, noxious materials, discarded personal effects, and construction materials not for immediate use shall be permitted on any lot or portion thereof. It is incumbent upon all property owners to maintain their lots and yards in a neat, orderly, and well-manner, whether said lots are vacant or improved. The Homeowners Association shall be responsible for timely enforcement for this provision.

Conservation

All building construction shall utilize methods of energy conservation and the use of low water demand features. Table 1 provides a list of recommended and mandatory energy and water conservation features, which will be incorporated into the building construction.

Table 1-Conservation Features

Mandatory Conservation Features
Water saving fixtures, showerheads, and toilets.
Dual glaze 1/4" air space windows and sliding glass doors.
Thermostat setback times.
Recommended Conservation Features
State-of-the-art water saving appliances such as washing machines and dishwashers.
The use of trash compactors to limit the use of garbage disposals in sinks.
Passive solar design. ⁽ⁱⁱ⁾
Solar water heater.
Zoned heating controls.
Plumbed gray water storage and distribution for irrigation of landscaping. ⁽ⁱ⁾

(i) Upon approval of the Washoe County District Health Department.

(ii) More information may be obtained from the Passive Solar Industries Council, 1090 Vermont Avenue, Suite 1200, Washington D.C. 20005, (202) 371-0357.

Building design and orientation shall be considered in conservation of energy. All buildings will be designed and oriented to benefit from passive solar heating if practicable. Passive solar construction guidelines and energy conservation measures for Northern Nevada are available

through the Sierra Pacific Power Company.

Homes will be designed to utilize the following minimum guidelines of energy conservation in site and architectural design. Simple alterations in building design can enable the use of the sun, wind, landform, and vegetation to provide for supplemental heating, cooling, and insulation for a structure.

Energy Conservation Guidelines

All buildings should be located and oriented to benefit from passive solar heating. The desirable exposure is towards the south, southeast, or southwest. The simple east-west orientation of a rectangular building in northern Nevada has been found to reduce energy consumption by 40%. Site development should use plant materials and landforms to enhance energy conservation. Coniferous trees planted along the windward side of the property can act as a windbreak to deflect winter winds. Shrubs and trees planted against the structure can help to insulate the building. Deciduous trees planted on the south side of the structure will shade the building during the summer and enable sun to penetrate during the winter. The creation of earth berms on the windward side can reduce heat loss due to wind and help to insulate the structure. (Refer to the Minimum Landscape Elements - Figure 2-A page 10) The structure should be designed to keep energy needs for heating and cooling to a minimum. Passive energy conservation measures include the following:

- Good insulation.
- Location of active living spaces on south side
- Location of closets, mudroom, garages, or storage space on north and east sides
- Air-lock entries
- Concentration of windows on south side
- Reduction in number and size of openings on north side Maximum use of double-glazing
- Building overhangs to shield windows from summer sun and to admit winter sun Use of paved surfaces, rock, or masonry on south side to absorb radiation
- Active solar energy systems shall be permitted if the solar panels are integrated into the architectural design. If not integrated into the roof or body of the structure, they may not be placed on the roof, and they must be screened from public view.

Domestic Water Allocation

The Warm Springs Specific Plan mandates compliance with a per lot water allocation. The designated water allocation for this project is 1.12 acre-feet/year per lot, which is equivalent to 364,930 gallons per year. Domestic water use for the average household is 70,260 gallons per year and landscape water use is at a minimum of 91,800 gallons per year. This leaves 202,870 gallons of water for selection of optional landscape elements. Livestock pasture irrigation may require dedication of additional water rights beyond the 1.12 acre-feet/year. Each lot owner is required to incorporate the following list of minimum required landscape elements into their landscaping. No less than 50% of the required landscaping shall be oriented to the front yard of the lot.

The plant selection includes only drought tolerant and low water demand material. Those aspects of the permitted plants contribute to the decreased average annual residential demand for water that is mandated for implementation of this plan.

The minimum landscape elements for each lot shall be:

4,000 square feet of lawn area. Half of which can be in the rear yard.

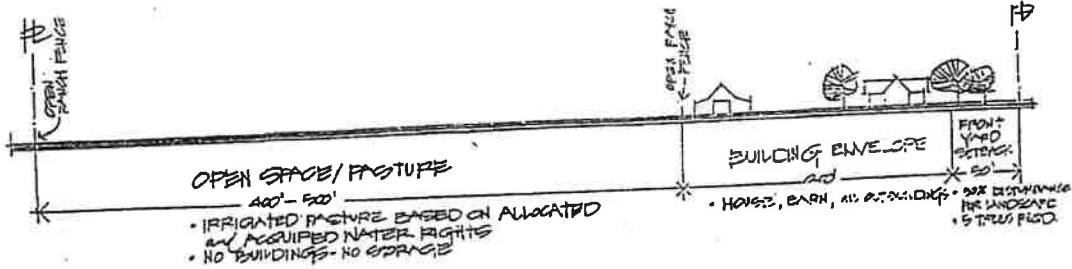
5 evergreen or deciduous trees within the front yard setback (1 must be a specimen tree, (15 gallon minimum); 5 deciduous or evergreen trees within the building envelope (15 gallon minimum); 12 evergreen shrubs (1 gallon minimum); and 12 deciduous shrubs (1 gallon minimum.)

A minimum of five (5) trees are required within the front yard(s) as defined by Washoe County Code. Plant material per neighborhood, should be kept similar to strengthen neighborhood unity and identity. (Refer to Figure 2-A page 10)

For a list of suggested shrub/groundcover and trees for home owner review, see Appendix A.

Figure 2-A

Minimum Landscape Elements for each lot



The required landscape elements, plus the estimated domestic water use, utilize approximately 162,060 gallons per year. 202,870 gallons per year remains for optional use.

Table 2
Residential Water Usage- Gallons Per Year

Lot	Allocated Water	Domestic Use	Required Landscaping	Total	Residential/ Optimal Available
±10 acre	1.12 AFY or 364,930 gal.	70,260 gal.	84,320 gal.	162,060	202,870 gal.

Table 2A provides a list of optional water use estimates for differing types of landscaping. These may be used in any combination on any lot provided the water allocation per lot is not exceeded. The intent is to mandate compliance with the designated water allocation while at the same time providing alternatives to permit variety in individual landscape designs. The plant selection includes only drought tolerant and low water demand material. Those aspects of the permitted plants contribute to the decreased average annual residential demand for water that is mandated for implementation of this plan.

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Selection of materials should contain a mixture of plants with fast, medium and slow growth rates and a variety of sizes should be planted to provide a more natural appearance.

All surface water drainage ways within the subdivision shall be graded to resemble a natural drainage swale and incorporated in the overall design. There will be no linear, uniform width drainage ways. Drainage ways should be lined with native wildflowers, grasses, shrubs, and scattered rocks and boulders to slow water velocities.

The amount of water required for one acre of pasture irrigation is 4 acre-feet/year. For 1¹/₄ acres of pasture, a total of 5 acre-feet/year is required. As many as 10 acre-feet/year per lot of water rights may be permitted through the State Engineers Office. These water rights will be used to irrigate the pasture and/or livestock on each lot.

Table 2A Optional Landscape Uses - Water Consumption

Item	Quantity	Yearly Water Use
Turf	100 sq. ft.	2,108 gallons
Vegetable/Flower Garden	100 sq. ft.	1,612 gallons (based on 16-week watering season)
Deciduous Shrub	1 each	744 gallons
Evergreen Shrub	1 each	930 gallons
Deciduous Tree	1 each	1,330 gallons
Evergreen Tree	1 each	1,662 gallons
Livestock	1 each	7,300 gallons
Pasture	1,000 sq. ft.	29,645 gallons

ⁱⁱⁱ *The Water Allocation for Pasture applies only when additional water rights have been purchased from a private party and transferred to the receiving parcel by the State Engineer.*

As long as no more than 1,800 gallons per day are utilized, additional optional landscaping may be installed. The total utilization does not equal 364,930 gallons due to the fact that much less water is used during the winter months. (Refer to Optional Landscape use Table 2-A)

Additional information on the constraints placed upon the use of water and the standards employed are located within the Warm Springs Specific Plan (WSSP) are included with this document as Appendix B, Excerpted and Abridged Information from the Warm Springs Specific Plan.

Maintenance

All plant material and lawn areas shall be kept in healthy condition. Any dead plant material shall be removed and replaced within 30 days.

References

Appendix B includes an abridged excerpt from the Warm Springs Specific Plan that explains the water budget for the hydrographic basin and provides part of the rationale for stringent landscaping and irrigation requirements. The excerpt has been slightly amended from the text of the actual plan to reflect some updates and actions by the State Engineer.

Revegetation of Open Space/Drainage ways

All open space areas, other than those in agricultural use, shall be left in native material.

Areas designated as Open Space that are currently in agricultural use will allow grading. If noxious weeds are in abundance, the owner may employ a weed management plan developed by an appropriate land reclamation specialist. As development occurs and agricultural practices are abandoned, it will be the property owner's responsibility to ensure that these areas will be overseeded with a native grass mixture as described in Table 3, page 13. A gradual transition of plant material is desired.

The soils and precipitation in Warm Springs Valley greatly reduce plant species available for revegetation. The species selected will survive with no supplemental irrigation water being applied after establishment. After two years there will not be any temporary water to the revegetation. The revegetation seed mix should be tied to the agricultural soils and modified as recommended by the seed company.

Indian Ricegrass must be drill seeded at 3-4 inches below the surface. Pubescent Wheatgrass and Globe Mallow should be drill seeded to a depth of one-half inch below the surface. Kochia and Winterfat should be hydro seeded.

Basin Wildrye (*Elymus cinereus*) should be substituted for ricegrass in clay soil areas. Wildrye is not adapted to shallow soils and placement should be monitored. The seed should be drill seeded no deeper than 1/2 inch below the surface. Wildrye will require more supplemental irrigation water than ricegrass during the first year, but once established will survive with no additional water.

Seeding should be completed during late fall. This will assure seed is placed ready to germinate when soil moisture and temperature conditions are ideal the following spring. Temporary above ground irrigation is not recommended but may be necessary in order to establish plants if seed is installed during summer months.

To improve establishment chances, seeded area should be hydro mulched at a rate of 1,000 lbs./acre with 180 lbs./acre of tackifier added. Supplemental irrigation water can be applied the first growing season. Irrigation should be light and infrequent. This will promote root development

that will be essential once irrigation water is eliminated. Water used for this purpose must be deducted from the given available water. After the system is abandoned, the water may be relocated to other uses.

Table 3 Seed Mix for the Conversion of Agricultural Land

Common Name	Botanical Name	Amount Pure Live Seed
Scarlet Globe Mallow	<i>Sphaeralcea coccinea</i>	1 lb./acre
Indian Ricegrass	<i>Oryzopsis Hymenoides</i>	8 lbs./acre
Immigrant Forage Kochia	<i>Kochia prostrata</i>	2 lb./acre
Winterfat	<i>Eurotia lanata</i>	6 lbs./acre
Pubescent wheatgrass	<i>Elytrigia Intermedia</i>	8 lbs./acre

Irrigation

Irrigation Requirements:

Each residential lot will be required to install an irrigation system with automatic controller and back flow prevention device to meet Washoe County/State health codes. The irrigation system shall include an overhead spray system for any turf areas, with uniform head-to-head coverage and matched sprinkler head precipitation rates. Temporary irrigation systems may be in use for two (2) seasons only. The system shall also include a drain down method for winterization. All trees, shrubs, and ground covers shall be watered with standard controllers allowing each tree, shrub, or ground cover to be watered with individual drip emitters or collectively in groups with micro sprayers.

Landscape and Irrigation Plan Submittal Requirement:

Each future homeowner or builder will be required to submit landscape, grading, and irrigation plans to Homeowners Association for approval as a part of the building permit application process. The plans shall be prepared by a qualified landscape industry professional, landscape contractor, or a landscape architect.

The landscape plan shall include a site base map prepared to a 1"=20' minimum scale with the house and driveway footprint, property lines, utility locations, etc. This base map must clearly show proposed landscape areas with square footage area calculations to meet the water usage requirement specified in this document. In addition to the above, the landscape

plan must include:

- A plant species list keyed to plant locations on the plan. The plant list must include plant sizes and quantities;
- The amount of water calculated for established landscape;
- An indication of surface material(s) in non-landscaped areas; and
- Agricultural soils test results and proposed soils improvement/amendment methods.

The irrigation plan shall be prepared to scale on the same base map as the landscape plan. The irrigation plan must include the following:

- Point of connection to water source;
- Location, type of installation detail of back flow prevention device;
- Remote control valve location, manufacturer's name, product number, size and gallons per minute for each lateral zone;
- Irrigation main and lateral line type, size, and depth of bury;
- Sprinkler head locations, manufacturer's name, product number, nozzle size and number, radius gallons per minute and pounds per square inch (psi) operation rate; Drip system valve locations and sizes, lateral line type and location, emitter type, product number, and amount per plan and;
- Controller's manufacturer's name, product number, and installation location.

The grading plan shall be prepared to scale on the same base map as the landscape and irrigation plan. The grading plan must include the following:

- All grading shall be in compliance with Washoe County Code Article 438 Grading Standards. All traffic control signage shall be in compliance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- Limits of grading and construction.
- Dust control plan/permit measures required by Washoe County Code.
- Existing and proposed contours, including berming for energy conservation and drainage away from structures;
- Paving or surface treatment for walkways and driveways;
- Location and type of temporary fencing to protect open space and native vegetation from construction traffic; and

- Revegetation of disturbed areas, seeding quantity, and need for temporary irrigation.
- The revegetation seed mix should be tied to the agricultural soils test and modified as recommended by the seed company.

Maintenance

All irrigation systems shall be maintained in good operating condition. The irrigation system shall be extended to any new plant material at the time of installation.

Within twelve (12) months of completion of the main dwelling unit, each lot or parcel shall be completely landscaped with automatic irrigation systems in place and operating. All landscaping shall be maintained to harmonize with and sustain the attractiveness of the development.

Fencing

General Considerations

All property from the building envelope to the street shall be kept free and open. Fencing will be consistent within the neighborhood for this development. Wood fencing will be treated with a light or medium brown stain that will increase wood durability. Stains should be consistent in tone on the individual properties but no one property will be required to match exactly with neighbors. Owners are required to keep fencing in good working order and have a well-maintained appearance.

Solid Wood or Synthetic Material (with the appearance of wood) Privacy Fence

Privacy fence with a height of up to 6 feet, may be constructed within the building envelope as long as it is limited to the rear of the house. Such a fence may be used in the side yard for screening such features as RV storage area, satellite dishes, trash receptacles, fuel storage tanks, dog runs, or a patio. Otherwise, side yards will not be enclosed with a privacy fence. Fences should tie into a structure or other terminus point. (Refer to Privacy Fencing, page 18 under Figure 3).

Open Ranch Style Fencing

May be used in the side and rear yards within the building envelope, transition zone, or open space, may be used to define space and circulation areas or accent gardens and will be limited to no more than four feet in height. (Refer to Split Rail Fencing, page 19 under Figure 5) The fencing should be of a consistent height and end at some transition point such as the house. The fencing may be stained but not painted.

White Rail Synthetic Material Fencing

This material may be used to enclose pasturelands, stable runs, corrals, and the perimeter of the property other than in the front yard area between the residence and the street. (Refer to White Rail Fencing, page 18 under Figure 4.) White rail PVC fencing may also be constructed within the designated building envelope in substitute for the Open Ranch Style Fencing. Fencing for

pasture beyond the limits of the building envelope will not be permitted unless pasture is established and grasses are irrigated in accordance with Table 2A, (page 11). Under this scenario, pasture fencing may be the white PVC rail and the irrigated pasture area should adjoin the building envelope on a least two sides.

Chain-link Fence, Woven Wire, or other Wire Fence

This fence material may be used for backyard pet enclosures, vegetable gardens, or swimming pools. (Specialty fences, in accordance with Washoe County Code.) The wire fencing, posts, and rails will be vinyl or plastic coated in a color to harmonize with building colors or be a dark brown or black. No barbed wire fencing will be allowed.

Exterior Lighting

The functional objectives in providing exterior area lighting are to illuminate areas necessary for safe and comfortable use. In certain situations, area lighting can add to the aesthetic appeal of a site by highlighting architectural features of a building or illuminating pathways and landscape plantings. In these instances, only the special features of a building or landscape should be illuminated. It should be noted that the standards and guidelines contained in this section address area lighting on individual properties, and not overhead street lighting along public and private rights-of-way.

Standards

Exterior lights shall not blink, flash, or change intensity. String lights, building or roofline tube lighting, reflective or luminescent wall surfaces are prohibited. Exterior lighting shall not be attached to trees except for the Christmas season. Driveway, walkway, and building lights shall be directed downward. Fixture mounting height shall be as low as possible and appropriate to the purpose. Illumination for aesthetic or dramatic purposes of any building or surrounding landscape utilizing exterior light fixtures projected above the horizontal is prohibited. Seasonal lighting displays and lighting for special events which conflict with other provisions of this section may be permitted on a temporary basis.

Guidelines

Lighting Design

Exterior lighting should be designed as an integral part of the architecture and landscape and should be located in a manner that minimizes the impact of lighting upon adjacent structures and properties.

Lighting Levels

Avoid consistent overall lighting and overly bright lighting. The location of lighting should respond to the anticipated use and should not exceed the amount of light actually required by users. Lighting for pedestrian movement should illuminate entrances, changes in grade, path intersections, and other areas along paths, which if left unlit, would cause the user to feel insecure. Lighting suppliers and manufacturers have lighting design handbooks that can be

consulted to determine fixture types, illumination needs, and light standard heights.

Fixture Design

Exterior lighting fixtures should be simple in design and should be well integrated with other architectural site features.

Structural Lighting

Night lighting of building exteriors should be done in a selective fashion: highlight special recognizable features; keynote repeated features; or use the play of light and shadow to articulate the facade. The purpose of illuminating the building should be to add visual interest and support building identification. Harsh overall lighting of a facade tends to flatten features and diminish visual interest.

Lighting Height

As a rule, the light source should be kept as low to the ground as possible while ensuring safe and functional levels of illumination. Area lighting should be directed downward with no splay of lighting directed off-site. The height of light fixtures of standards must meet Washoe County standards. Lighting should be directed downward in order to avoid sky lighting. Any light source over 10 feet height must incorporate a cutoff shield to prevent the light source from being directly visible from areas off-site. The height of luminaries should be in scale with the setting.

Permitted Land Uses

High Density Rural. Minimum Lot size 10 acres.

Figure 3

Privacy Fencing
Example only for home-owner review



Figure 4

White Rail Fencing
Example only for home owner review

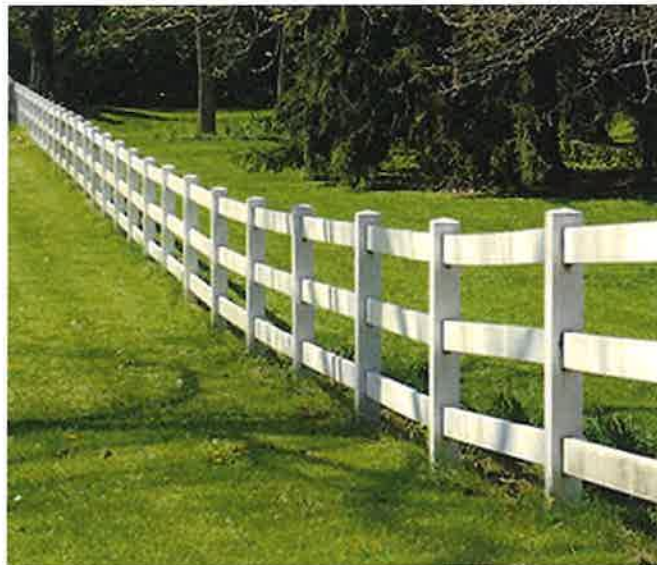


Figure 5

Split Rail Fencing
Example only for home-owner review



Figure 6A

Conceptual "Western Ranch" Theme Home (Conceptual only for POA review)

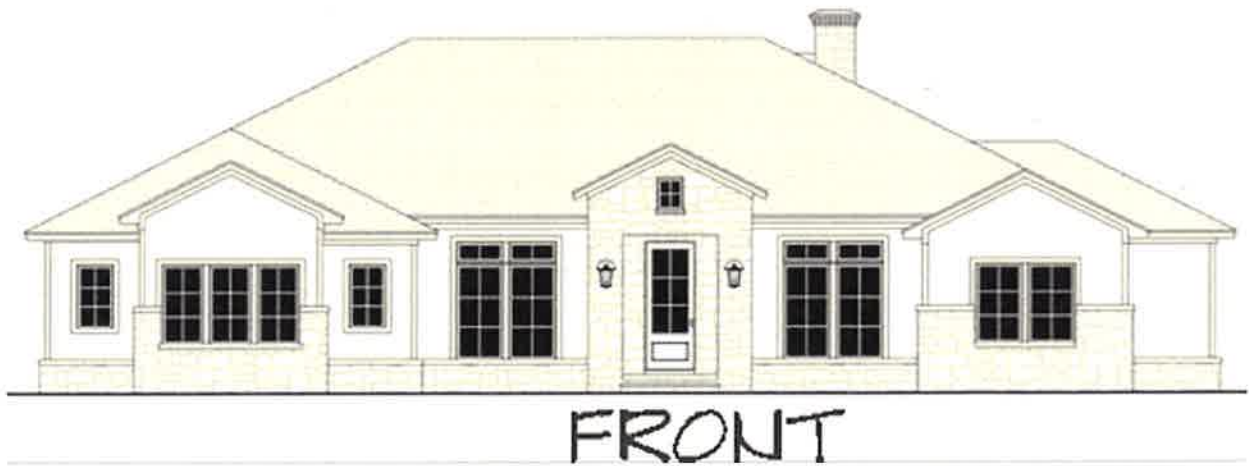


Figure 6B

Conceptual "Western Ranch" Theme Home
(Conceptual only for POA review)



REAR

APPENDIX A

Suggested Tree List

Common Name	Botanical Name
Silver Buffaloberry	<i>Shepherdia argentea</i>
Cherry Plum	<i>P. cerasifera</i>
Globe Norway Maple	<i>Acer platanoides 'Globosum'</i>
Arizona Cypress	<i>Cupressus glabra (C. arizonica)</i>
European Mountain Ash	<i>Sorbus aucuparia</i>
Ponderosa Pine	<i>Pinus ponderosa</i>
List compiled from Fact Sheet	88-73, University of Nevada-Reno, College of Agriculture

Suggested Shrub/Groundcover

Common Name	Botanical Name
Silver Mound	<i>Artemisia stellerana</i>
Creeping Cotoneaster	<i>Cotoneaster adpressus</i>
Winged Euonymus	<i>Euonymus alata</i>
Oregon grape holly	<i>Mahonia aquifolium</i>
Snowberry	<i>Symphoricarpos a/bus</i>
Adams Needle Yucca	<i>Yucca filamentosa</i>
List compiled from Fact Sheet	89-05, University of Nevada Reno, College of Agriculture

APPENDIX B

EXCERPTED AND ABRIDGED INFORMATION FROM THE WARM SPRINGS SPECIFIC PLAN

WATER BUDGET

INTRODUCTION

The Specific Plan Area (SPA) is within the Warm Springs Valley Hydrologic Basin No. 84, The average annual precipitation in the basin is estimated to be 9.76 inches. There are no perennial streams in the SPA, but intermittent external drainage to Pyramid Lake does exist. The Nevada State Engineer has designated the Warm Springs Valley Basin as an area requiring additional water resource supervision. Various reconnaissance level studies have been conducted to estimate the potential amount of groundwater resources in the basin.

In general, an estimate of the available water resource and the current consumption patterns will be used to identify the total number of residential dwelling units and commercial or quasi-public uses that can be served from the available supply. Land areas have been identified based on the maximum number of residential dwelling units and desired development densities achievable based on the water available to the SPA and the location of existing water rights. The total number of acres assigned to each land use category, with appropriate allowance factors, will provide an adequate base to develop the projected number of residential units at buildout.

It is important to recognize that new techniques are being developed to improve in the prediction of safe groundwater yields. The estimates used in this plan will probably be superseded with new information resulting in the need for refined land use allocations. This water budget, therefore, is a useful tool for generating a plan for the Warm Springs SPA, but it should not be considered as the final water budget for the basin.

Specific Plan 3,000 ACRE FEET/ YEAR PERENNIAL YIELD

The position of the State Engineer is that only the Water Resources Reconnaissance Series Report No. 43 can be used to establish the perennial yield for the basin. This report specifies 3,000 acre-feet as the perennial yield. The perennial yield is the amount of water that is naturally replenished when a long-term average is considered.

The following table, Table A-4, establishes the water allocation for the SPA when 3,000 acre-feet/year is used as the planning perennial yield. The table summarizes the Warm Springs Area Plan Water Budget and details the allocation remaining for the SPA.

Table A-4

WARM SPRINGS SPA AT 3,000 AFY PERENNIAL YIELD

Residential Development Potential	Number of Units	Quantity/AFY
Equivalent Dwelling Units		
Existing Parcels @ 1.12 AFY	78	87
New Units@ 1.12 AFY at 75%	<u>1,120</u>	<u>1,254</u>
Total Equivalent	1,198	1,341
New SPA Parcels		1,254
Parcels@ 1.12 AFY at 75%	179	200
Parcels @ 0.70 AFY at 75%	<u>1,505</u>	<u>1,053</u>
Total Potential Parcels	1,684	

Residential

According to the current Warm Springs Area Plan, the subdivision of parcels creating new residential lots on individual domestic wells will require the dedication of 2.5 acre-feet/year (AFY) of water rights to Washoe County. The residential section of the budget is based on allocating water available per residential lot at 1.12 acre-feet/year. This number is based on a mandatory water conservation program with low water demand vegetation landscaping and low demand water fixtures in the "Warm Springs Area Plan" of the Washoe County Comprehensive Plan dated December 3, 1991, page 5B, paragraph 2 and Action Program WS.4.6.1

The water use calculation is based on the following water consumption elements:

1. Domestic Use
 - a. The average per capita domestic water use (not including irrigation) is 77 gallons/person/day. This is based on a non-conserving household. A conserving household using water conservation fixtures will reduce the domestic per capita water use to 60 gpd. Using current technology, ultra-low flow fixtures could reduce domestic per capita water consumption to 52 gpd. (Source: "Residential Water Conservation Project, Summary Report" by Brown and Caldwell, June 1984.)
 - b. The average household size is projected to be 2.5 persons.
 $77 \text{ gallons/day} \times 365 \text{ days} \times 2.5 \text{ people} =$
 $70,262.5 \text{ gallons/house/year} =$
 $0.216 \text{ AF/house/year}$
 - c. A monitoring system will be required to determine actual use and mandate design and allocation changes based on actual use. The monitoring system should include tensiometers on trees/shrubs at sample facility.

2. Landscape Irrigation Use

a. Lawn Watering

The watering requirements for the Warm Springs area are determined as follows:

Water 0.5" twice per week for 16 weeks; water 0.75" twice per week for 12 weeks during the summer months. For a 100 square foot lawn area, we used the following calculation:

$$\begin{aligned} (0.5 \times 2 \times 16 \times 0.62^* &= 9.92 \times 100) && = 992 \text{ gallons} \\ (0.75 \times 2 \times 12 \times 0.62^* &= 11.16 \times 100) && = \underline{1,116 \text{ gallons}} \\ &&& 2,108 \text{ gallons} \end{aligned}$$

(*1" of water applied to one square foot surface area= 0.62 gallons)

b. Trees and Shrubs

The shrub and tree water consumption budget figures were determined using the following method:

The bermed saucer watering area of a mature tree was determined to be 4' diameter (3 for mature shrubs). The area of a 4' diameter saucer equals 12.5 square feet (7 sq. ft. for shrubs). The square footage area was multiplied by two feet to represent the preferred depth of watering to promote deep rooting and resistance to adverse conditions. This number represents cubic foot volume of soil to be watered which is multiplied by the water holding capacity of the soil (1.33 gallons per cubic foot of clay loam soil, Source: "Effectively Irrigating Landscape Trees" by Janet Hartin). The resulting number of gallons represents the amount of water to be applied per watering:

$$\begin{aligned} \text{mature tree} & \quad (12.5 \text{ sq.ft.} \times 2 \times 1.33 \text{ gallons} = 33.25 \text{ gallons}) \\ \text{mature shrub} & \quad (7.0 \text{ sq.ft.} \times 2 \times 1.33 \text{ gallons} = 18.60 \text{ gallons}) \end{aligned}$$

The watering frequency was determined as follows:

For an evergreen tree or shrubs, water twice per week for the 12 weeks summer season, once per week for the remaining 16 weeks of the growth season and twice per month for the additional five months of the year.

$$\text{evergreen trees and shrubs } (2 \times 12) + (1 \times 16) + (2 \times 5) = 50 \text{ waterings}$$

For a deciduous tree or shrubs water twice per week for the 12 weeks hot summer season and once per week for the remaining 16 weeks of the growth season. No additional water is required for the winter months.

$$\text{deciduous trees and shrubs } (2 \times 12) + (1 \times 16) = 40 \text{ waterings}$$

The per tree water consumption budget figures are then derived by multiplying the amount of water per application times the watering frequency:

Evergreen tree 33.25 gallons x 50 waterings= 1,662 gallons

evergreen shrub 18.60 gallons x 50 waterings= 930 gallons

deciduous tree 33.25 gallons x 40 waterings= 1,330 gallons

deciduous shrub 18.60 gallons x 40 waterings= 744 gallons

We have averaged the yearly water consumption of mature deciduous and evergreen trees to determine the budget amount per tree in our figures (1,496 gallons). The average yearly water consumption of mature deciduous and evergreen shrubs equals 837 gallons.

- c. The intent of the plan is to mandate compliance the per lot water allocation while at the same time providing alternatives to permit variety in individual landscape designs. The following chart provides a list of optional water use estimates that can be used in any combination on any lot provided the water allocation per lot is not exceeded.

Table A-8
OPTIONAL LANDSCAPE USES - WATER CONSUMPTION

Item	Quantity	Yearly Water Use
Turf	100 sq.	2,108 gallons
Vegetable / Flower Garden	100 sq. ft.	1,612 gallons (based on 16-week watering season)
Deciduous Shrub	1 each	744 gallons
Evergreen Shrub	1 each	930 gallons
Deciduous Tree	1 each	1,330 gallons
Evergreen Tree	1 each	1,662 gallons

3. Animal Use

Livestock uses an average of 20 gallons of water per day:

$$20 \times 365 = 7,300 \text{ gallons/animal/year}$$

Per Policy WS.3.1.A, uses such as pastures, require dedication of water rights in addition to domestic rights.

4. Residential Water Use

Residential water usage figures by average lot size are listed utilizing the following water demand figures.

Lawn: The water requirement for lawn areas is as follows:

Water 0.5" twice per week for 16 weeks and water 0.75" twice per week for 12 weeks during summer months.

$(0.5 \times 2 \times 16 \times 0.62^* = 9.92 \times \text{sq.ft})$ = gallons per 16 weeks

$(0.75 \times 2 \times 12 \times 0.62^* = 11.16 \times \text{sq.ft})$ = gallons per 12 weeks
gallons total per season

(*1" of water applied to one square foot surface area= 0.62 gallons)

Tree: Number trees x 1,496 = gallons per season

1,496 = an average of deciduous and evergreen trees from Table A-8

Domestic Use: Average household gallons per day based on 2.5 persons per household.

a. Per lot (10 acres) - 1.12-acre feet/year= 364,930 gallons

The recommended limit of lawn area for the 2 - 2 ½ acre or larger lots is 4,000 square feet.

$9.92 \times 4,000 = 39,680$ gallons

$11.16 \times 4,000 = \underline{44,640}$ gallons
84,320 gallons

The plan requires five trees per lot:

$5 \times 1,496 = 7,480$ gallons
Domestic use= 70,260 gallons
162,060 gallons

364,930 gallons
-162,060 gallons
202,870 gallons

Optional uses: This leaves 202,870 gallons for selection of optional landscape elements (see Table A-8 for landscaping usage figures).

Table B
RESIDENTIAL WATER USAGE - GALLONS

Lot Size	Water Allocation	Domestic Use	Required Trees	Required Turf	Total	Residual/Optional Usage
2-2 ½ acre & larger	1.12 AFY 364,930 Gals.	70,260	7,480	84,320	162,060	202,870

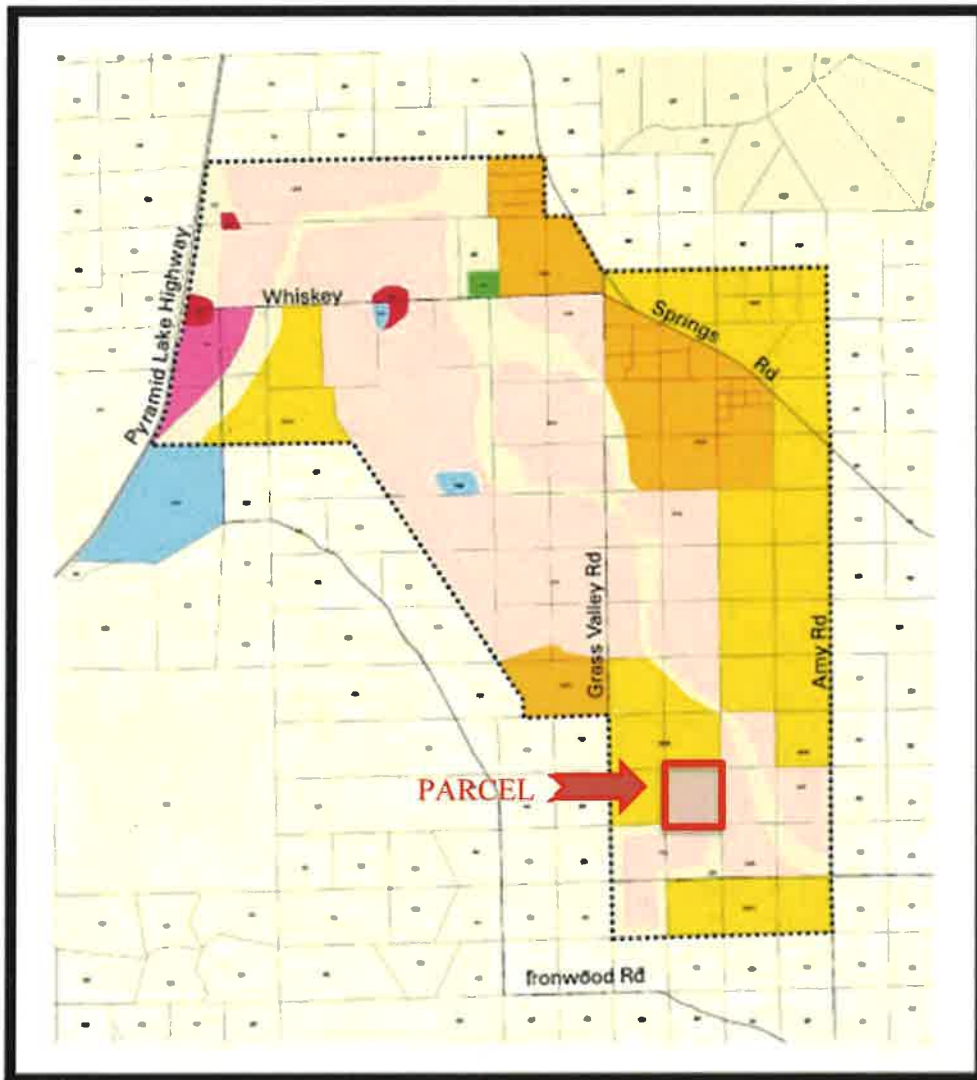
5. Irrigation Requirements

Each residential lot will be required to install an irrigation system with automatic controller and backflow prevention device to meet Washoe County/State health codes. The irrigation system shall include an overhead spray system for any turf areas, with uniform head-to-head coverage and matched sprinkler head precipitation rates. The system shall also include a drain down method for winterization.

All trees, shrubs, and groundcovers shall be watered a drip system with a separate control clock or a dual program controller. Each tree, shrub, or groundcover shall be watered with individual drip emitters or collectively in groups with micro sprayers.

End of Excerpt.

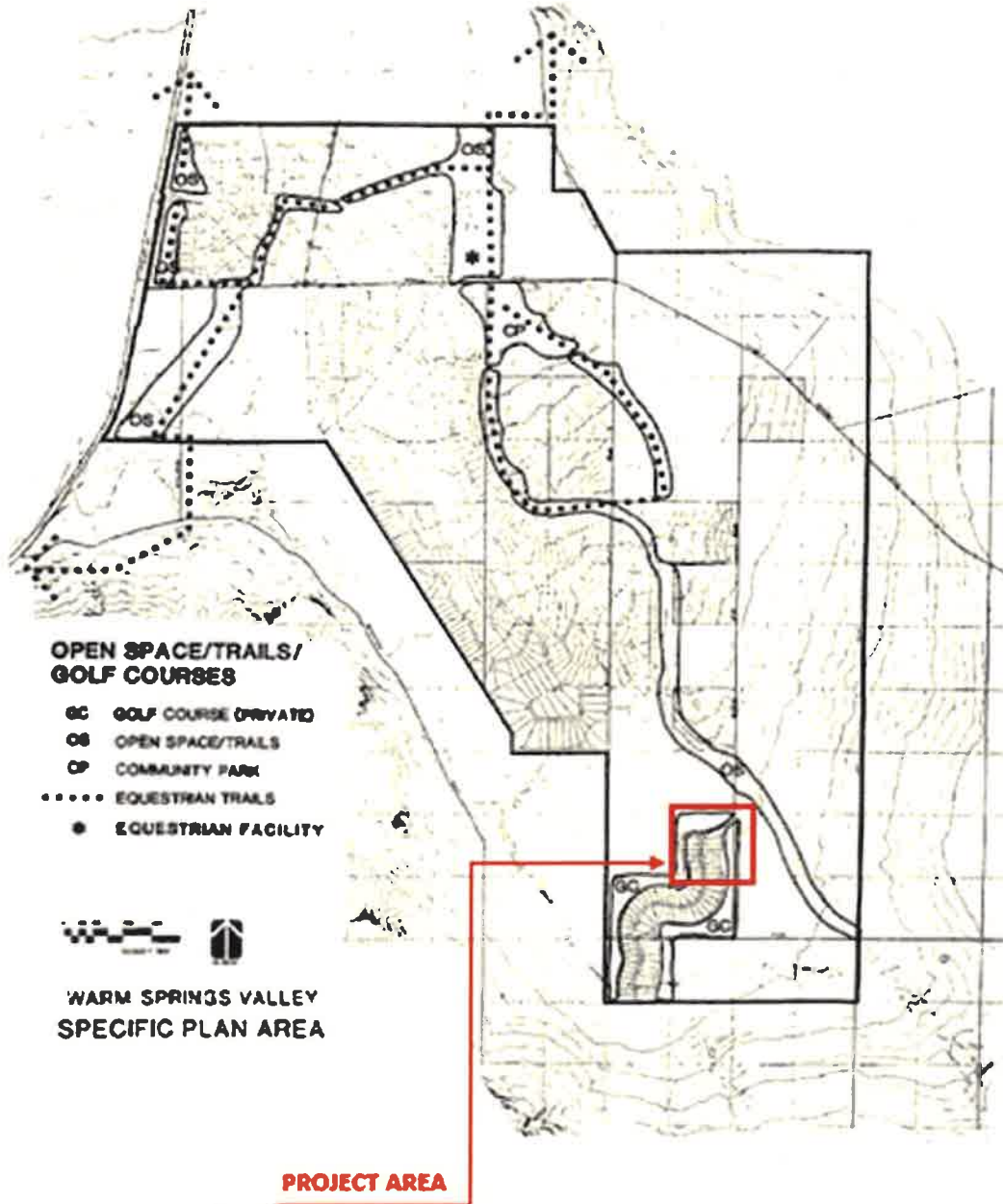
APPENDIX C



APPENDIX D

Plate 9

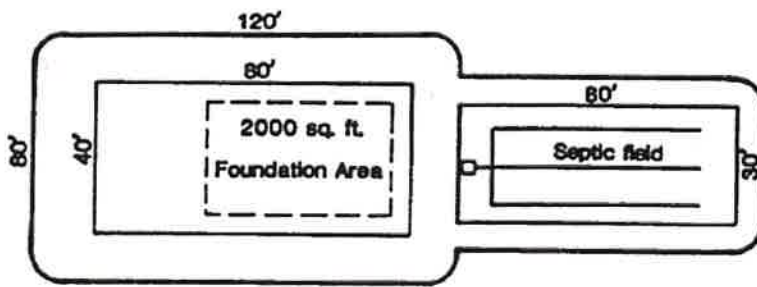
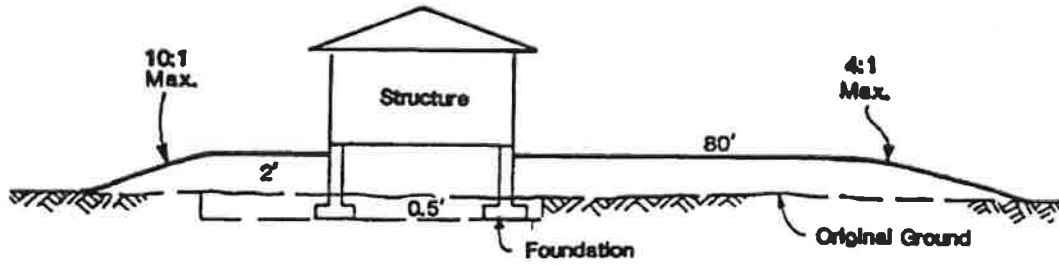
OPEN SPACE/TRAILS/GOLF COURSES



APPENDIX E

Plate 2

LARGE LOT FLOOD PROTECTION



LARGE LOT FLOOD PROTECTION

Webb Family Trust as community
property with right of survivorship

By: Rommie F. Webb

By: Linda S. Webb
Webb Family Trust: Rommie
F. & Linda S. Webb

SSTATE OF California)
COUNTY OF Los Angeles)ss.

This instrument was acknowledged before me on
Webb Family Trust, as property owners of APN:
077-130-17.

June 5, 2023, by

Xiao Fei Wu

Notary Public

My Commission Expires: 09/12/2024

