

From: Blake Smith
To: [Krause, Eva](#); [Fagan, Donna](#); [Edwards, Nathan](#)
Cc: [Young, Eric](#); [Chris Baker](#)
Subject: Re: Parcel Map Case Number WTMP17-0023 (Blake Smith)
Date: Thursday, December 14, 2017 9:58:38 AM
Attachments: [image001.png](#)
[Odile CC&R's - Terminated Feb 27th 1988.pdf](#)

Eva,

Thank you for including me on this letter.

This is the same neighbor that we discussed yesterday.

As to the CC&R comment, attached is the E-Prelim for our Property and the CC&R's that were Terminated / Expired in Feb of 1988. There are no CC&R's on the property now and no restrictions.

As to the Septic System Comment, Our existing and the new parcel Septic System is currently in the location that they are questioning. The new Septic System will be over 750' away from their parcel.

As to the entry Comment, The new parcel already has an existing Double Gate into the Property which we utilize currently (see attached picture).

I believe all the other comments have been addressed. Please tell me if there are other items that I should be ready to address.

Thank you,
Blake

From: "Krause, Eva" <EKrause@washoecounty.us>
Date: Thursday, December 14, 2017 at 9:18 AM
To: "Fagan, Donna" <DFagan@washoecounty.us>, "Edwards, Nathan" <nedwards@da.washoecounty.us>
Cc: "Young, Eric" <EYoung@washoecounty.us>, "G. Smith" <Blake@s3devco.com>
Subject: FW: Parcel Map Case Number WTMP17-0023 (Blake Smith)

Donna, Please forward this email to the PMRC members for their review.

Letter of objection to Blake Smith Case for today's meeting.

Eva M. Krause, AICP
Planner | Washoe County Community Services Department | Planning & Building Division
ekrause@washoecounty.us | o 775.328.3628 | f 775.328.6133 | 1001 E. Ninth St., Bldg. A, Reno, NV 89512

PMRC
WTMP17-0023
12/14/17

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MAR 15 1978

DECLARATION OF RESTRICTIONS

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OF

BRADY SUBDIVISIONS

THIS DECLARATION, made this 27th day of February, 1970, by the undersigned, hereinafter called "Declarants",

WITNESSETH:

WHEREAS, the Declarants, as the owners of Parcels exceeding 60% of the parcels comprising of Brady Subdivisions, desire to supplement the above referred to Declaration of Restrictions.

NOW, THEREFORE, the said Declarants hereby declare that the BRADY SUBDIVISIONS, in Washoe County, Nevada, and each and every parcel thereof, is held by said undersigned, and shall be conveyed subject to the following conditions, restrictions and covenants, to-wit:

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A. These conditions, restrictions and covenants shall be considered as covenants running with the land and shall bind the Declarants, their successors and assigns, and all future assigns of said subdivision, or any part or parts thereof, for and during the period ending February 27, 1988 provided, however, that such conditions, restrictions and covenants, or any of them may be changed, supplemented or abolished in any or all particulars by the recordation in the Office of the County Recorder of Washoe County, Nevada, of a revocation of, amendments to, or supplemental declaration of restrictions for said subdivision, duly executed and acknowledged by the owners of not less than sixty percent (60%) of the parcels comprising said subdivision.

B. The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each subsequent site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted. The covenants, restrictions, easements and reservations herein contained are a part of a general plan for the improvement and development of all the parcels in said subdivision. and said covenants and restrictions are for the benefit of each of said parcels and each and every parcel of land therein as the dominant tenement or tenements.

C. The conditions, restrictions and covenants herein contained, shall bind and inure to the benefit of, and be enforceable by, Declarants, their successors and assigns, and all future assigns, or by the owner or owners of any parcel or parcels in said subdivision. Any owner or owners of any of said parcels may institute and prosecute any proceeding at law or in equity against Declarants, or any person, firm or corporation violating or threatening to violate, any of the conditions, restrictions or covenants herein contained. Any such action may be maintained for the purpose of preventing a violation or to recover damages for a violation or for both such purposes.

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When recorded return to: F.C.W.I. Escrow No. 36710-G

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DECLARATION OF RESTRICTIONS OF
BRADY SUBDIVISIONS

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C. - continued

The failure of Declarants, their successors or assigns, or of any owner of any of said Parcels to enforce any of the conditions, restrictions or covenants herein contained shall be in no wise deemed a waiver of right to enforce such conditions, restrictions or covenants thereafter. Nothing herein contained shall be construed as preventing the application of any remedy given by law against a nuisance, public or private. The remedy herein provide' shall be in addition to any other remedy or remedies now or hereafter provided by law.

D. Any invalidation of any condition, restriction or covenant herein contained by the judgment or order of any court of competent jurisdiction shall in no way affect the validity of the remaining restrictions and covenants which shall continue and remain in full force and effect. Any condition, restriction or covenant as invalidated shall be deemed separable from the remaining conditions, restrictions and covenants herein set forth.

E. There is hereby created the Committee consisting of PAT BRADY, HARRY FROST and BRUCE REINECKER. In case of death, resignation or incapacity or failure of any member or members of the Committee to act, the remaining member or members of the said Committee shall fill any vacancy or vacancies of said Committee. Any member of the Committee may be removed for any cause upon the vote of two (2) members thereof. The Committee shall have power to establish and amend its own rules and regulations with regard to meetings, quorums and other procedural matters. The Committee hereby created is hereinafter referred to as "THE COMMITTEE."

BOOK 1210 PAGE 602

1. No dwelling, trailer, garage, outbuilding, fence, wall or other structure of any kind shall be erected, constructed, placed, moved on or maintained on said real property, or any parcel or portion thereof, nor shall any alteration, addition, change or repair be made to the exterior thereof, unless prior to the commencement of such activity, two complete sets of plans and specifications thereof, including front, side and rear elevations, and floor plan for each floor and basement, exterior color scheme thereof, and plot plan, indicating and fixing the exact location of such structure or such altered structure thereof, shall have first been submitted to "The Committee" in writing for approval thereof, and such approval obtained in writing from "The Committee."

2. Approval of such plans, specifications and location of buildings by "The Committee" shall be endorsed on both sets of plans and specifications and one set returned to the person submitting the same and the other retained by the Committee.

3. Committee approval may be withheld (a) because of the non-compliance with any of the specific conditions and restrictions contained in this Supplemental Declaration of Restrictions, or (b) because of the reasonable dissatisfaction of the Committee with the location of the structure on the building site, or with the appearance of the proposed structure, or with the lot grading plan, having in mind the character of the neighborhood in which it is proposed to be erected, the materials of which it is to be built, the

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BRADY SUBDIVISIONS

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harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property or properties. However, the Committee shall act with any due promptness and in the event the Committee shall fail to approve or disapprove any matter submitted to it hereunder within thirty (30) days from submission, then the submission shall be deemed to be approved and this section of the protective covenants will have been fully met.

F. The restrictions, covenants and conditions to which the said property is hereby subjected are as follows:

1. Nothing but one single, private dwelling or residence, together with garage or carport, and a guest house for the use solely of the owner or occupant of the single-family dwelling, and boundary line and patio fences and retaining walls and other walls, shall be erected on any parcel in said subdivision. No business or profession shall be carried on or conducted upon any portion of said premises. Barns, fences, corrals and other activities relating to the keeping of animals elsewhere set forth, shall be permitted subject to all regulations of said Declaration.

2. There shall be permitted to be constructed upon each parcel within said subdivision one barn or barnlike structure, the same being subject to the height requirements referred to in Paragraph 9 of the within document, and the setback requirements referred to in Paragraph 6 of the within document, and the requirements for written approval of the Committee referred to in Paragraph D-1 of the within document, and in addition, no barn or barnlike structure shall be located on any lot closer to the street running adjacent to the lot than the dwelling home located on said parcel.

The guest house as is herein referred to shall only be used for guests, servants or other domestic help and the same shall not be sold, transferred, assigned or subleased or rented separately from the main dwelling house.

3. No guest house, garage, shed, tent, trailer or temporary structure of any kind shall be erected, constructed, permitted or maintained on any portion of said property prior to the commencement of the erection of a principal dwelling house thereon, and no guest house, garage, shed, tent, trailer, basement or temporary residence purposes, except as stated above.

4. No dwelling house having a living floor area of less than 1800 square feet, exclusive of porches, patios, terraces and garages, shall be erected or maintained on any residential lot. If said dwelling house be a "split level" or two stories, it must have a minimum ground floor area of at least 1,000 square feet, and a minimum of not less than 1,800 square feet total, exclusive of porches, patios, terraces and garages. All buildings and other structures erected on any parcel within said subdivision shall be built in a good workmanlike manner and shall be maintained in good condition. No building shall be moved from any other location onto any parcel within said subdivision unless it shall have been newly constructed elsewhere for the express purpose of placing it on said parcel.

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DECLARATION OF RESTRICTIONS OF

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5. No part or portion of any building of any kind shall be constructed or maintained upon any residence parcel except in accordance with the following.

6. When the construction of any structure is commenced upon any of said parcels, the owner thereof shall prosecute, with all reasonable diligence the completion thereof and shall complete the construction thereof within twelve (12) months from the date of commencement.

7. No dwelling house shall be occupied for residence purposes until the same shall be connected to a sewage disposal system consisting of individual septic tanks or other equally sanitary structure for the storage or disposal of sewage constructed and located in a manner first approved by the Health Authority having jurisdiction thereof. No cesspool or outside toilet shall be permitted.

8. No lot in this subdivision shall be subdivided into smaller parcel or parcels of land to obtain additional building sites, nor shall it be permissible for any person or corporation to take one or more parcels and thereafter subdivide the same into smaller parcel or parcels of land to obtain additional building sites or for any other reason.

9. No structure shall be more than two stories high; however, the Committee shall have the express right to disapprove the location of any structure on a parcel, if the proposed placing of the structure shall unreasonably disrupt the "view" of other parcel owners within said subdivision.

10. No fence, wall, hedge or hedge-like shrub planting for any purpose shall be constructed or planted or permitted to grow on any portion of any parcel within said subdivision to a height of over 6 1/2 feet unless the Committee shall have first given its approval in writing.

11. No animals, livestock, fowl or poultry of any kind shall be raised, bred, maintained or kept on any lot within the subdivision for sale or commercial purposes. Only such horses, cattle, sheep or waterfowl as are for personal use may be kept on any parcel, and which do not interfere with the safety, health, convenience or comfort of the occupants or owners of any other parcels, may be kept within the subdivision. However, livestock, horses, cattle and sheep which are raised in connection with a 4-H Club project may be kept in the subdivision. Owners shall not allow their property to be overgrazed as to destroy ground cover. This section is not meant to apply to small household pets which are customarily kept within the house.

12. The footbridge on Parcel 3 will be constructed so that Steamboat Ditch Co. has unobstructed access for cleaning purposes. Ditch easements must be adhered to. Water use for the Northwesterly part of Parcel #3 only - not to be used for the Westerly part - the ditch being the dividing line - Water must be restrained from excessive overflow into Parcel No. 4 and must not be prevented from useage in Parcel #4 - however, owner of Parcel No. 4 must coordinate irrigation during such time that owners of Parcel No. 3 are utilizing water privileges. If owner of Parcel No. 3 does not accept his rotation day for use of water, it must not be prevented for use by owner of Parcel No. 4.

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DECLARATION OF RESTRICTIONS OF

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13. No garbage, refuse or obnoxious or offensive material shall be permitted to accumulate on any of said parcels, and the owner thereof shall cause all garbage and other like material to be disposed of by and in accordance with accepted sanitary practices. All garbage or trash containers, oil tanks, gas tanks and other such facilities must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties, from the streets.

14. No shingles commonly known as "composition shingles" shall be placed on the exterior of any roof of any dwelling constructed within said subdivision.

15. Declarant BRADY SUBDIVISIONS, reserves for the purpose of installing and maintaining public utility facilities, drainage facilities, and for such other purpose incident to the development of the subject real property, certain easements. In addition thereto, said Declarant further reserves for itself, its successors and assigns, the right to create easements and rights-of-way for public utility use, for drainage purposes, television cables, or any one or more of the same across any parcel in this subdivision; provided, however, that said easements and rights-of-way shall be located along one or more of the property lines and extending not more than ten (10) feet therefrom and the exercise of the rights thereunder do not interfere with any of the buildings or improvements located on the property.

16. No billboards or signs of any character shall be permitted on any single residential parcel in said subdivision except a sign not larger than seventy-two (72) square inches, setting forth the name of the owner or occupant of a parcel, and with the exception of one (1) only "For Rent" or "For Sale" sign not larger than four hundred thirty-two (432) square inches, no signs of a commercial nature shall be erected at any time.

17. There shall be no deed, reconveyance, agreement or other document executed by the terms of which there shall be a separation into different ownerships the surface and subsurface rights.

18. No work or exploration for any minerals or drilling for any minerals, or mining of any minerals or quarrying of any rock, minerals, soil or material of any nature shall be conducted on any parcels or portion of this subdivision, nor shall any excavation of any nature be made upon said property or any portion thereof, except as may be incident to the installation of utility services, drainage lines, excavations incident to the grading and preparation of building sites, and the construction of dwellings.

19. The natural angle of repose of the ground shall not be altered by excavation within ten (10) feet from any boundary line of any parcel in said property by other than a slope of one and one-half (1 1/2) feet horizontal to one (1) foot vertical; provided, however, that nothing in this Paragraph shall be construed to prevent any such alteration in any manner, with or without retaining walls, by the Declarant, its successors or assigns, in carrying out the development and improvement of said property.

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20. No building, any part of which is designed for dwelling purposes, shall be in any manner occupied while in the course of original construction or until it is completed and complies with all requirements, conditions and restrictions applicable thereto.

21. No building or structure shall be located on any parcel nearer than:

- (1) Twenty (20) feet to any side parcel line;
- (2) Twenty-five (25) feet to any rear parcel line;
- (3) Forty (40) feet to any front parcel line;
- (4) Regardless of the foregoing, wherever the rear parcel line of one parcel forms the side parcel line of another parcel structure for use by animals and/or fowl may be erected on such parcel within forty (40) feet of such rear parcel line;

(5) No such structure for fowl and/or animals may be erected on any part of any parcel except upon the rear portion thereof.

(6) If, because of precipitous terrain, setbacks prove to be impractical, the Committee may permit variances of the setbacks.

(7) No portion of any structure shall be built on any part of any drainage easement without the specific prior written approval of the Committee.

22. All septic tanks and sewerage disposal facilities including leach lines, shall be constructed and maintained in accordance with the rules and regulations of the Nevada State Department of Health, Division of Public Health Engineering, applicable thereto.

23. In the interest of public health and sanitation, and in order that the land described herein and all parcels in the said subdivision may be benefited by a decrease in the hazards of pollution of subterranean and surface waters, the parcel owners, their heirs, successors and assigns, covenant and agree not to use any of the property described herein in any manner or for any purpose that would result in the drainage or dumping of any refuse, sewage or other material which might tend to pollute surface or subterranean waters.

24. To promote public health and sanitation, the parcel owners, their heirs, successors and assigns, shall not in any way oppose directly or indirectly, the establishment of a sewer, water, or general improvement district.

25. In the event of the installation of a general domestic water supply system and/or a general domestic sewage disposal system, all parcel owners, their heirs, successors and assigns, shall forthwith join in such improvement district and connect their property with the domestic water supply system and/or sewage disposal system.

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26. Said property and the building sites included therein are subject to the easements and rights of way for constructing, maintaining and operating public sewers and drainage systems, and for poles, conduit, power vaults and wires for lighting, heating, power, telephone, television and any other method of conducting and performing any public or quasi-public utility service or function, as such easements and rights of way are shown and designated on the filed map of the BRADY SUBDIVISIONS, Washoe County, Nevada, referred to within this document.

27. There are also hereby reserved for the purpose of installing and maintaining public, quasi-public and/or private utility easements, drainage, and for such other purposes incident to the development of the property, certain easements.

In addition thereto, Declarant irrevocably reserves for itself, its successors and assigns, the right to grant and create easements and rights of way for public utility use, for drainage purposes, for ditches and appurtenant structures carrying irrigation water and storm and land drainage water, television cables, or any one or more of the same, across any parcel in said subdivision, provided, however, that such easements and rights of way shall be located between the perimeter boundary of the parcel and the building setback line.

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28. No rubbish, brush, weeds, undergrowth, uncultivated, diseased or infected vegetation or debris of any kind or character shall ever be placed or permitted to accumulate upon any building site or portion thereof. Should owner fail to keep said building site free of rubbish, brush, weeds, undergrowth, diseased or infected vegetation or debris of any character, Declarant or any parcel owner, after ten (10) days written notice to the owner thereof (at his last known address) of its intention to do so, may enter upon said building site and clean, spray, destroy and remove any rubbish, weeds, undergrowth, uncultivated, diseased or infected vegetation or debris of any character and keep the building site neat and in good order, at the expense of the owner of the subject parcel, and Declarant or any parcel owner shall not thereby be deemed guilty of trespass for such entry, abatement or removal.

29. No building or garage damaged by fire or otherwise so that it becomes unsightly shall be permitted to remain on any of the above described parcels. Such structures shall either be promptly rebuilt or refinished or torn down and removed.

30. No noxious or offensive activity shall be carried on or maintained upon any of said property, nor shall anything be done thereon which constitutes or may become a nuisance or annoyance to the neighborhood.

31. All domestic water wells on said parcels shall be drilled and maintained in accordance with the rules and regulations of the Nevada State Department of Health, Division of Public Health Engineering, applicable thereto.

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DECLARATION OF RESTRICTIONS
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CONTINUED

32. There shall be no deed, conveyance, agreement or other document executed by the terms of which there shall be a separation into different ownerships of surface and subsurface rights within any portion of the property hereby conveyed.

33. Radio Transmitting and receiving antennas for short wave or Ham Radio installations will not be installed on any parcel without the express written permission of the Committee. Television antennas will be allowed; however, the height of such antennas will not exceed ten (10) feet above highest point of roof.

34. Regardless of any action of any governmental agency,

(a) No parcel may be divided, subdivided or resubdivided to a size less than the present size of said parcel;

(b) The zoning and use of any of the parcels in this subdivision may not be changed and amended to multiple residential use and/or commercial use;

without first obtaining the prior written consent and approval of Declarant, which approval to become effective shall be first recorded in the Office of the County Recorder of Washoe County, Nevada, as a modification of the Original Restrictions.

35. Nothing herein contained shall be construed as preventing the application of any remedies given by law against a nuisance, public or private, or otherwise, but the remedies herein contained shall be in addition to any other remedies given by law.

36. The result of every act or omission whereby any condition or restrictions herein contained is violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by Declarant of any parcel owner for the enforcement, or to restrain a violation of this Declaration or any provisions hereof, the losing party or parties shall pay the attorney's or attorneys' fees of the winning party or parties in such amount as may be fixed by the Court in such proceeding. Such remedies shall be deemed cumulative and not exclusive. However, nothing contained in this Declaration or in any form of deed which may be used by Declarant or its successors or assigns in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the parcel owner any right of reversion for breach or violation of any one or more of the provisions hereof, and any such reversionary right is hereby expressly waived by Declarant, its successors and assigns.

37. Declarants, the Committee, and every person hereinafter having the right, title or interest in any parcel within said property shall have the right to prevent or stop violation of any of the said restrictions, by injunction or other lawful procedure, and to recover any damages resulting from such violation.

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DECLARATION OF RESTRICTIONS
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38. Any and all of the rights and powers and reservations of Declarant herein contained may be assigned to any corporation, partnership or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights and powers and reservations assigned; and upon any such corporation, partnership or association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

IN WITNESS WHEREOF, the undersigned Declarants hereby executed this Supplemental Declaration of Restrictions the day and year first above written.

R. Bruce Reinacker by Patrick T. Brady
R. Bruce Reinacker by
Patrick T. Brady, his attorney in fact.

Harry J. Frost
HARRY J. FROST

Ethel Lunsford Frost
ETHEL LUNSFORD FROST

Harrie F. Baker
HARRIE F. BAKER, formerly Harrie F. Frost

Patrick T. Brady
PATRICK T. BRADY

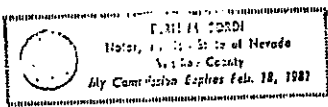
Odile F. Brady
ODILE F. BRADY

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STATE OF NEVADA,
County of Washoe } ss.
On February 27, 1978

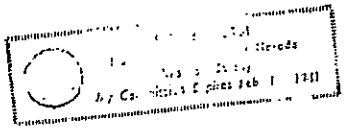
DATE personally appeared before me,
a Notary Public for Justice or other officer, of the State of Nevada,
HARRY J. FROST and ETHEL LUNSFORD FROST and
HARRIE F. BAKER, PATRICK T. BRADY and ODILE F. BRADY
who acknowledged that he executed the above instrument

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Washoe, the day and year in this certificate first above written.
James M. ...



STATE OF NEVADA,
County of Washoe } ss.
On this 27th day of February

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in the year one thousand nine hundred and Seventy Eight
the undersigned a Notary Public in and
Washoe County,
for said Patrick T. Brady
known to me to be the person whose name is subscribed to the within
instrument, as the attorney in fact of R. BRUCE REINACKER
and as the said Patrick T. Brady
acknowledged to me that he signed the same if he is
as attorney in fact, and that he executed the foregoing instrument freely and voluntarily for the uses and purposes therein mentioned.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp, at my office in Reno, Nevada, the day and year last above written.
James M. ...

MAR 16 1978

019 REC 610

OFFICIAL RECORDS
WASHOE COUNTY, NEV.
RECORD REQUESTED BY
FIRST COMMERCIAL TITLE, INC.
MAR 16 1978 MAR 16 1978
CLERK OF COUNTY RECORDS
1800

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MAR 16 1978

The Warner Family
4020 Odile Court
Reno, NV 89511

December 14, 2017

Washoe County Parcel Review Committee
RE: Tentative Parcel Map Case Number WTMP17-0023 (Smith)

Esteemed Members of the Washoe County Parcel Review Committee:

Our family has lived at 4020 Odile Court for over 25 years having bought the property when it was initially separated into the "Brady Subdivision" by Odile Brady whose vision for the area was to maintain large parcels of land. Our home has become a gathering place for our children and grandchildren and a very special place to many. This letter will provide the rationale to delay a determination to allow the time necessary to answer some meaningful public health and legal questions.

In early December, we were notified of a public hearing on December 14th to review the Tentative Parcel Map for 4005 Odile Court (041-190-15). The notice was distressing as it directly impacts our property and provided a very short notice period especially during the holidays. After a review of the plans, we had the following questions:

- The Bradley subdivision provided CC&R regulations for this property along with many other properties on Odile Court. The CC&R regulations do not allow subdivision below 2.5 acres. This CC&R document requires further study as the subdivision is not legal.
- Washoe County has a policy of not allowing residential septic systems on lots smaller than 2.5 acres. We have concerns the septic densities would impact our existing wells and leach fields which is a public health concern that is not appropriately studied.
- There was significant import of fill dirt on this property especially in the area where the septic system is proposed. We have concern the septic system in this location will cause significant public health concerns that have not been appropriately studied.
- The proposal calls for a new well within 20 feet of the Steamboat Ditch which has not been appropriately studied or approved by the Steamboat Ditch company. There also needs to be an additional hydrologist study to confirm this does not result in impacts to existing wells in the area. This too could cause a public health concern that is not appropriately studied.
- We are unclear how the property meets the minimum lot width and minimum lot width on parcel map standards as the property is very narrow (56') at the entry causing congestion concerns.

Given the short review time, there will be questions and issues beyond the list provided above but we still felt compelled to provide the concerns we have compiled to date.

Overall our request for the Parcel Review Committee is to delay a determination to allow the owner of the property to answer the questions above and to provide our community inclusive of the owner to find mutually beneficial solutions. We live in a very small community and have had the opportunity to speak with some of our wonderful neighbors who also have concerns related to the proposed application. Through a thoughtful process we hope to welcome a new neighbor the right way.

PMRC
WTMP17-0023
12/14/17

The Warner Family
4020 Odile Court
Reno, NV 89511

We appreciate everything the Washoe County Parcel Review Committee does to make Reno a special place to live and thank the committee for considering our request.

Respectfully,

Soussan & Richard Warner

CC: Ali & Natasha Warner
El & Emily Warner

December 12, 2017

Ms. Eva Krause, AICP, Planner
Washoe County Community Services Department
1101 E. Ninth Street
Reno, NV 898512

REF: Case No. WTMP17-0023(Smith)

Dear Ms. Krause;

I find the proposed subdivision unacceptable because it is out of character with the neighborhood in which I too live. It is my understanding that it is permissible to have parcels above the Steamboat Ditch less than 2.5 acres in size (in fact I believe the 1.0 acres and above is permitted) while parcels below the Steamboat Ditch are to be a minimum of 2.5 acres. This is the established character of the neighborhood and always has been so since the property was first subdivided. The proposed subdivision indicates a 1.4 acre parcel below the Ditch. I assume that Mr Smith was aware of this at the time he purchased the property or certainly should have been considering his extensive experience in land development. There is no hardship there.

My second concern is regarding drilling a second well to serve the proposed new residence. Well water in the neighborhood is of concern. I have witnessed several neighbors having to drill new wells or extend the depth of their existing wells as the water level has dropped. I personally have similar problems with my well water pulling up considerable sediment with the water and clogging both my landscape sprinklers and household fixtures. This is an indication of lowering ground water or poor recharge flows. This situation has gotten noticeably worse over the past several years and requires constant attention and maintenance.

For both of the above reasons I am opposed to the proposed subdivision and request that you read this email into the records of the hearing.

Sincerely,



David Loring
3950 Lamay Lane
Reno, NV 89511

PMRC
WTMP17-0023
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GRAPHIC SCALE



(IN FEET)
1 inch = 70 ft.

BASIS OF BEARINGS

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS NAD 83/94, NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE BASED ON TIES TO WASHOE COUNTY GPS CONTROL POINTS "S62SM01032" AND "S62SM01026", HAVING A BEARING OF N40°39'23"W AS SHOWN HEREON.

A COMBINED GRID TO GROUND FACTOR OF 1.000197939 WAS USED TO CONVERT PUBLISHED GRID COORDINATES TO GROUND.

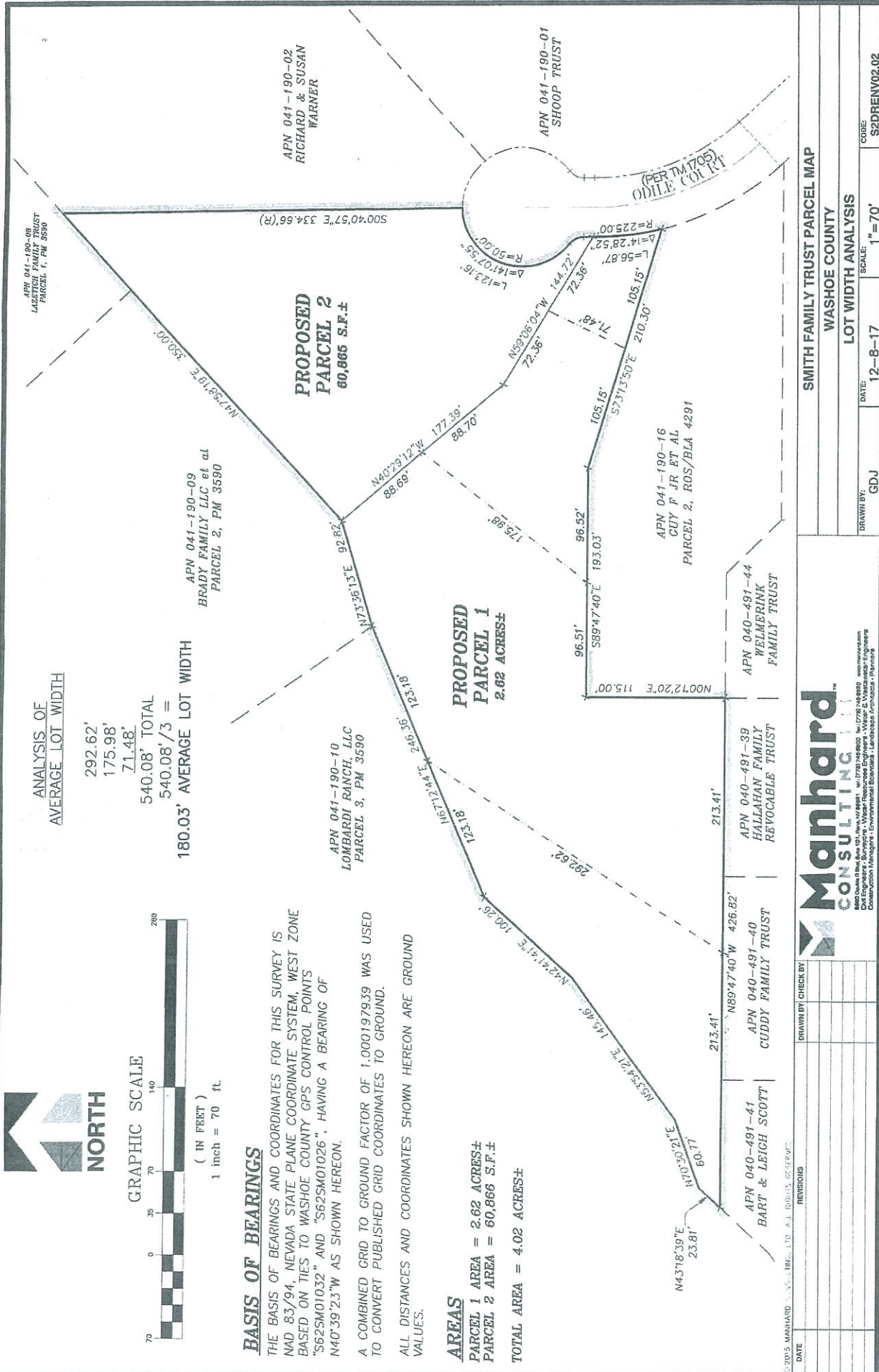
ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GROUND VALUES.

AREAS

PARCEL 1 AREA = 2.62 ACRES±
PARCEL 2 AREA = 60,866 S.F.±
TOTAL AREA = 4.02 ACRES±

ANALYSIS OF AVERAGE LOT WIDTH

292.62'
175.98'
71.48'
540.08' TOTAL
540.08' / 3 =
180.03' AVERAGE LOT WIDTH



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DATE	REVISIONS	DRAWN BY	CHECK BY

SMITH FAMILY TRUST PARCEL MAP
 WASHOE COUNTY
 LOT WIDTH ANALYSIS
 DRAWN BY: GDJ
 DATE: 12-8-17
 SCALE: 1" = 70'
 CODE: S2DRENV02.02

PMRC
 WTPM17-0023
 12/14/17

