



# WASHOE COUNTY

Integrity Communication Service

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CM/ACM \_\_\_\_\_

Finance \_\_\_\_\_

DA \_\_\_\_\_

Risk Mgt N/A

HR N/A

Comptroller \_\_\_\_\_

## STAFF REPORT

**BOARD MEETING DATE:** January 9, 2018

**DATE:** December 19, 2017

**TO:** Board of County Commissioners

**FROM:** Roger D. Pelham, MPA, Senior Planner, Planning and Building, Community Services Department, 328-3622, [rpelham@washoecounty.us](mailto:rpelham@washoecounty.us)

**THROUGH:** Trevor Lloyd, Planning Manager, Planning and Building, Community Services Department, 328-3617, [tlloyd@washoecounty.us](mailto:tlloyd@washoecounty.us)

**SUBJECT:** Public Hearing: Second reading and possible adoption of an ordinance approving a Development Agreement regarding Tentative Subdivision Case Number TM14-001 (Pebble Creek Estates) which approved (on July 1, 2014) development of an 83-lot, single-family residential subdivision. Lots range in size from 35,025 to 53,072 square feet. The applicant and property owner is Mystic Mountain, LLC, attn.: Jesse Haw, 550 West Plumb Lane #B505, Reno, NV 89509. This agreement extends the deadline for filing the first in a series of final subdivision maps from July 1, 2018 to July 1, 2020. The subject site is located at the western terminus of Pebble Creek Drive, approximately ¼ mile west of its intersection with Pyramid Highway. The parcel is ±83.27 acres in size and has a regulatory zone of Low Density Suburban (LDS). The parcel is located within the Spanish Springs Area Plan, and is situated in portions of Sections 11 and 14, T21N, R20E, MDM, Washoe County, Nevada. (APN: 538-171-08) (Commission District 4.)

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### SUMMARY

Approve a Development Agreement for Pebble Creek Estates to extend the deadline to file the first in a series of final maps in the Pebble Creek Estates residential subdivision to July 1, 2020.

Washoe County Strategic Objective supported by this item: Stewardship of our Community

### PREVIOUS ACTION

July 1, 2014 – The Tentative Subdivision Map for Pebble Creek Estates residential subdivision (TM14-001) was approved by the Washoe County Planning Commission.

**AGENDA ITEM #** \_\_\_\_\_

December 19, 2017 – The Board of County Commissioners introduced and conducted a first reading of an ordinance approving a Development Agreement regarding Tentative Subdivision Case Number TM14-001 (Pebble Creek Estates) to extend the deadline for filing the first in a series of final subdivision maps from July 1, 2018 to July 1, 2020. (Bill Number 1792)

**BACKGROUND**

When a tentative subdivision map is approved, Nevada law imposes a schedule for filing final maps or the tentative map will be lost. See NRS 278.360. Unless the deadline is extended pursuant to a Development Agreement, a final map for the whole project, or if the project is being phased, the first in the series of phase final maps must be approved and recorded within four years of the approval of the tentative map. Thereafter phased final maps must be filed every two years.

The Tentative Subdivision Map for Pebble Creek Estates was approved in 2014 and the first final map is required to be recorded in 2018. This Development Agreement seeks to extend that date for two additional years.

**COMPLIANCE WITH MASTER PLAN**

NRS 278.0205 (2) and WCC Section 110.814.40 (b) require that when Development Agreements are adopted or amended, there must be a finding that the agreement is consistent with the Master Plan.

When the subdivision Tentative Map was approved, the Planning Commission determined that the development was consistent with the Master Plan. The Development Agreement does not seek to change any uses, standards or policies that would be inconsistent with the Master Plan. Only the time schedule for development is proposed to be changed.

WCC 110.814.30(d) also requires findings as follows:

- |  |
|--|
| (d) Findings. The approval or denial of the development agreement shall be accompanied by the following findings:<br><br>(1) The reasons why the development agreement would or would not be in the best interests of the County.<br><br>(2) The reasons why the development agreement would or would not promote the public interest and welfare of the County.<br><br>(3) The reasons why departures from Development Code regulations are or are not deemed to be in the public interest.<br><br>(4) In the case of a development agreement which proposes development over a period of years, the sufficiency of the terms and conditions intended to protect the interests of the public, residents and owners of the land subject to the development agreement in the integrity of the plan. |
|--|

Staff believes that maintenance of the current development approval is in the best interest of the County, it promotes the public interest and welfare by maintaining a consistency in allowable development, there are no departures from Development Code regulations and that sufficient terms and conditions of approval are in place to protect the interests of the public and the developer.

**FISCAL IMPACT**

There is no fiscal impact associated with this item.

### **AGENCY COMMENTS**

No adverse comments were received from any of the reviewing agencies, however, the Health District provided the following comments:

- a. The Water Project for this tentative map expires one year from the original date of approval.
- b. If the project has an expired Water Project, a new updated Water Project is required to be submitted to WCHD for review and approval, and new Civil Grading and potentially building plans will be required to be updated to ensure they are in compliance with the approved Water Project.
  - i. Any Water Project submittal will be subject to approval under the current regulations in place at the time of submittal, if the project expires the project must be resubmitted for complete review.

### **RECOMMENDATION**

It is recommended that the Board of County Commissioners conduct a second reading and adopt an ordinance approving a Development Agreement regarding Tentative Subdivision Case Number TM14-001 (Pebble Creek Estates) which approved (on July 1, 2014) development of an 83-lot, single-family residential subdivision. Lots range in size from 35,025 to 53,072 square feet. The applicant and property owner is Mystic Mountain, LLC, attn.: Jesse Haw, 550 West Plumb Lane #B505, Reno, NV 89509. This agreement extends the deadline for filing the first in a series of final subdivision maps from July 1, 2018 to July 1, 2020. The subject site is located at the western terminus of Pebble Creek Drive, approximately ¼ mile west of its intersection with Pyramid Highway. The parcel is ±83.27 acres in size and has a regulatory zone of Low Density Suburban (LDS). The parcel is located within the Spanish Springs Area Plan, and is situated in portions of Sections 11 and 14, T21N, R20E, MDM, Washoe County, Nevada. (APN: 538-171-08).

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be:

“Having found the agreement consistent with the Master Plan, that maintenance of the current development approval is in the best interest of the County, that the Development Agreement promotes the public interest and welfare by maintaining a consistency in allowable development, that there are no departures from Development Code regulations and that sufficient terms and conditions of approval are in place to protect the interests of the public and the developer, move to Adopt Ordinance Number (*insert ordinance number as provided by the County Clerk*).”

Exhibits:           A: Proposed Ordinance approving Development Agreement (Pebble Creek Estates)  
                          B: Development Agreement (Pebble Creek Estates)

cc: Mystic Mountain, LLC, attn.: Jesse Haw, 550 West Plumb Lane #B505, Reno, NV 89509

Robert M. Sader, 8600 Technology Way, Reno, NV 89521

APN: 538-171-08

Mail Tax Statements To:  
Mystic Mountain, LLC, attn.: Jesse Haw  
550 West Plumb Lane #B505  
Reno, NV 89509

Recording Requested By County Clerk.  
When recorded, copy to Community Services Department.  
Attention: Planning and Building Division

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

**ORDINANCE APPROVING “ORDINANCE APPROVING DEVELOPMENT AGREEMENT (PEBBLE CREEK ESTATES)”**

SUMMARY: Approves a Development Agreement regarding Tentative Subdivision Case Number TM14-001 (Pebble Creek Estates) which approved development of an 83-lot, single-family residential subdivision. Lots range in size from 35,025 to 53,072 square feet. This agreement extends the deadline for filing the first in a series of final subdivision maps from July 1, 2018 to July 1, 2020.

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**TITLE:**

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT REGARDING TENTATIVE SUBDIVISION CASE NUMBER TM14-001 (PEBBLE CREEK ESTATES) WHICH APPROVED DEVELOPMENT OF AN 83-LOT, SINGLE-FAMILY RESIDENTIAL SUBDIVISION. LOTS RANGE IN SIZE FROM 35,025 TO 53,072 SQUARE FEET. THIS AGREEMENT EXTENDS THE DEADLINE FOR FILING THE FIRST IN A SERIES OF FINAL SUBDIVISION MAPS FROM JULY 1, 2018 TO JULY 1, 2020. THE SUBJECT SITE IS LOCATED AT THE WESTERN TERMINUS OF PEBBLE CREEK DRIVE, APPROXIMATELY ¼ MILE WEST OF ITS INTERSECTION WITH PYRAMID HIGHWAY. THE PARCEL IS ±83.27 ACRES IN SIZE AND HAS A REGULATORY ZONE OF LOW DENSITY

Development Agreement regarding Tentative Subdivision Case Number TM14-001

(Pebble Creek Estates)

SUBURBAN (LDS). THE PARCEL IS LOCATED WITHIN THE SPANISH SPRINGS AREA PLAN, AND IS SITUATED IN PORTIONS OF SECTIONS 11 AND 14, T21N, R20E, MDM, WASHOE COUNTY, NEVADA. (APN: 538-171-08).

WHEREAS:

- A. A tentative subdivision map for the proposed Pebble Creek Estates Subdivision was approved by the Washoe County Planning Commission on July 1, 2014 as TM14-001; and
- B. The deadline for filing a final map under NRS 278.360 is July 1, 2018.
- C. On a petition timely filed before the expiration date, for good cause appearing, the property owner and the Board of County Commissioners desire to extend the deadline for filing a final map to July 1, 2020; and
- E. The Board determines that this action is being taken under NRS 278.0205, and therefore is not a rule within the meaning of NRS 237.060;

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

SECTION 1.

The DEVELOPMENT AGREEMENT attached hereto as Exhibit A is hereby APPROVED by this ordinance. The Chairman is authorized to execute and deliver it for recording in the official records of Washoe County.

SECTION 2. General Terms.

- 1. All actions, proceedings, matters and things heretofore taken, had and done by the County and its officers not inconsistent with the provisions of this Ordinance are ratified and approved.
- 2. The Chairman of the Board and the officers of the County are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance. The District Attorney is authorized to make non-substantive edits and

Development Agreement regarding Tentative Subdivision Case Number TM14-001

(Pebble Creek Estates)

corrections to this Ordinance and the attached agreement.

3. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.
4. Each term and provision of this ordinance shall be valid and shall be enforced to the extent permitted by law. If any term or provision of this ordinance or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this ordinance. In any event, the remainder of this ordinance, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

**Passage and Effective Date: Development Agreement regarding Tentative Subdivision Case Number TM14-001 (Pebble Creek Estates)**

Proposed on \_\_\_\_\_ (month) \_\_\_\_\_ (day), 2018.

Proposed by Commissioner \_\_\_\_\_.

Passed on \_\_\_\_\_ (month) \_\_\_\_\_ (day), 2018.

Vote:

Ayes:

Nays:

Absent:

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Bob Lucey, Chair  
Washoe County Commission

ATTEST:

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Nancy Parent, County Clerk

This ordinance shall be in force and effect from and after  
the \_\_\_\_ day of the month of \_\_\_\_\_ of the year \_\_\_\_\_.

When recorded, return to:

Exhibit A to Ordinance

Washoe County Community Development  
Attn: Roger Pelham  
P.O. Box 11130  
Reno, Nevada 89520-0027

APN: 538-171-12

Recorder Affirmation Statement: The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030(2)).

**DEVELOPMENT AGREEMENT**

(Pebble Creek Estates)



## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made by and between **MYSTIC MOUNTAIN, LLC**, a Nevada limited liability company, (the “Landowner”) and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, (“County”).

### **1. GENERAL.**

1.1 Property. Landowner is the owner of real property located in Washoe County, Nevada known as Assessor’s Parcel Number 538-171-12 (the “Property”), as more particularly described in Exhibit A, attached hereto.

1.2. Tentative Map. The Property has County a land use designation of Low Density Suburban (“LDS”). LDS allows a density of one single family dwelling per acre. On July 1, 2014 the County issued its Action Order, which is incorporated herein by this reference as Exhibit B, approving a tentative map application of the Landowner for the Property, known as Tentative Subdivision Map Case File No. TM14-001 (Pebble Creek Estates Subdivision) (the “Tentative Map”). The development of the Property (the “Project”) must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the “Code”).

1.3 Previous Final Maps. Landowner has not recorded a final map for any portion of the Tentative Map.

1.4 Purpose of Agreement. Condition 1(d) of the Tentative Map states that a first final map (“Final Map”) must be presented to the Washoe County Planning Commission within four (4) years after the date of approval of the Tentative Map, which deadline is July 1, 2018. NRS 278.360(1) states that same requirement, but allows the deadline to be extended by execution of a development agreement pursuant to NRS 278.0201. This Agreement is intended to so extend the time for presentation of the Final Map from July 1, 2018 to July 1, 2020, and thereby amend Condition 1(d) of the Tentative Map accordingly. The Agreement does not amend any other provisions of the Tentative Map, including remaining provisions of Condition 1(d) not inconsistent herewith.

1.5 Circumstances Requiring An Extension of Time. Landowner believes it may not be feasible to present the Final Map to the Washoe County Planning Commission prior to the July 1, 2018 deadline. Without this Agreement, the result would be expiration of the Tentative Map. The parties recognize that there is a regional housing shortage and that actions and policies to increase housing supply and preserve housing approvals such as the Tentative Map are in the public’s best interest.

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

2.1 Compliance with NRS 278.020 and Code. This Agreement is 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 APN No. 538-171-12, more particularly described in Exhibit A.

2.1.2. The duration of this Agreement shall be from the date of signing by the Board of County Commissioners to July 1, 2020, 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. This Agreement hereby amends Condition 1(d) of the Tentative Map and NRS 278.360 (1)(a) to extend the time of presentation of the Final Map from four (4) to six (6) years, with the extended deadline being July 1, 2020.

2.1.3. The permitted uses on the Property and the density or intensity of its use are as provided in the Tentative Map and the Code. The permitted use of the Property pursuant to the Tentative Map is a 83 unit subdivision, and a density of one dwelling unit per acre, which complies with the Property's zoning designation of Low Density Suburban.

2.1.4. The maximum height and size of the proposed buildings will comply with the Low Density Suburban maximum height limit of the Code.

2.1.5. The provisions for the dedication of any portion of the Property for public use, if any, are as provided in the Tentative Map and the Code. There are no environmentally sensitive lands or historic structures on the Property.

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

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

2.1.8. The Final Map, to be a minimum of five lots, shall be presented to the Planning Commission on or before the date of expiration of this Agreement. All successive final maps, if the Landowner chooses to record in a series, must include a minimum of five lots. Unless otherwise provided herein, the deadlines for any final maps shall be governed by NRS 278.360 and Condition 1(d) of the Tentative Map.

2.1.9. Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, the Planning Commission's Action Order dated July 1, 2014 attached hereto as Exhibit "B", and future final maps.

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

2.3 Public Notice. Any and all public notices required to be given in connection with this Agreement shall be given in accordance with NRS Chapter 278 and Section 110.814.25 of the Code.

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

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

2.6 Termination By Final Map. This Agreement shall terminate upon recording of the Final Map.

### 3. MISCELLANEOUS PROVISIONS.

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

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

3.3 Assignability of the Agreement. This Agreement shall be binding upon and inure to the benefit of all future successors in interest of the Property as described in Exhibit A, and any successor shall assume the duties and obligations of Landowner 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 Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, pursuant to the laws of the State, the time for such performance shall be extended to 5:00 p.m. on the next business day.

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

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

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

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

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

[Signatures appear on following page]

[Signature page to Development Agreement]

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

**LANDOWNER:**

**MYSTIC MOUNTAIN, LLC, a Nevada  
limited liability company**

By: \_\_\_\_\_  
JESSE HAW, Manager

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

**COUNTY:**

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

By: \_\_\_\_\_  
BOB LUCEY, Chairman

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

**ATTEST:**

\_\_\_\_\_  
NANCY PARENT, County Clerk

STATE OF NEVADA        )  
  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by  
JESSE HAW, Manager of Mystic Mountain, LLC.

NOTARY PUBLIC: \_\_\_\_\_

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

STATE OF NEVADA        )  
  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by  
BOB LUCEY, as Chairman of the Board of County Commissioners of the County of Washoe,  
State of Nevada.

NOTARY PUBLIC: \_\_\_\_\_

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

## EXHIBIT "A"

### DESCRIPTION

All that certain real property situate in the County of Washoe, State of Nevada, situate within Sections 11 and 14, T.21N., R.20E., M.D.M., being a portion of Parcel 1B as shown on that PARCEL MAP FOR SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP AND MYSTIC MOUNTAIN, LLC, recorded on August 11, 2006 as File No. 3425045, Parcel Map 4613, Official Records of Washoe County, Nevada; more particularly described as follows:

Beginning at the most northerly corner of said Parcel 1B;  
thence along the northeasterly and easterly boundary of said Parcel 1B the following sixteen (16) courses and distances:

S 58°23'12" E, 1072.88 feet;

S 60°00'02" E, 1084.58 feet;

S 56°11'05" E, 137.27 feet;

S 48°14'26" E, 139.84 feet;

S 36°36'52" E, 265.10 feet;

S 25°36'41" E, 118.12 feet;

S 18°54'21" E, 115.82 feet;

S 12°16'23" E, 115.57 feet;

S 05°24'25" E, 123.95 feet;

S 01°36'45" E, 45.17 feet;

S 03°18'19" W, 52.00 feet;

S 86°41'41" E, 14.79 feet;

S 03°18'56" W, 697.95 feet;

S 06°40'53" W, 515.34 feet;

N 86°41'41" W, 58.00 feet;

S 03°18'19" W, 30.75 feet to a point on the northerly line of that sanitary sewer easement granted to Washoe County by instrument recorded on July 27, 2001 as Document No. 2578900, Official Records of Washoe County, Nevada;

thence along the northerly line of said sanitary sewer easement the following two (2) courses and distances:

S 48°18'19" W, 45.07 feet;

S 80°23'59" W, 523.14 feet to a point on the westerly boundary of said Parcel 1B;

thence along said westerly boundary of Parcel 1B the following twenty-seven (27) courses and distances:

S 80°23'59" W, 30.00 feet;

N 10°58'13" W, 434.87 feet;

N 13°32'44" W, 89.86 feet;

N 20°55'27" W, 167.47 feet;

N 29°14'31" W, 122.60 feet;

N 37°18'01" W, 148.94 feet;

N 42°53'52" W, 46.23 feet;

N 43°05'41" W, 60.19 feet;

N 50°49'24" W, 89.21 feet;

N 54°09'11" W, 310.00 feet;

N 53°04'40" W, 108.81 feet;



N 43°27'24" W, 72.59 feet;  
N 35°47'14" W, 108.03 feet;  
N 21°27'52" W, 91.51 feet;  
N 12°04'42" W, 111.94 feet;  
N 01°18'03" E, 102.06 feet;  
N 04°48'44" E, 99.90 feet;  
N 06°03'51" W, 121.45 feet;  
N 19°44'44" W, 57.90 feet;  
N 25°55'26" W, 91.00 feet;  
N 32°01'17" W, 226.00 feet;  
N 32°05'25" W, 226.30 feet;  
N 37°37'35" W, 64.79 feet;  
N 47°19'40" W, 104.29 feet;  
N 53°18'51" W, 329.44 feet;  
N 01°34'59" E, 179.60 feet;  
N 01°37'16" E, 443.12 feet to the point of beginning.  
Containing 83.27 acres, more or less.

Basis of Bearings is the Nevada State Plane Coordinate System, West Zone Grid, NAD83/94,  
per Parcel Map 4613.

## EXHIBIT "B"



# Planning Commission Action Order

Tentative Subdivision Map Case Number TM14-001

Decision: Approval with Conditions  
Decision Date: July 1, 2014  
Mailing/Filing Date: August 13, 2014  
Applicant/Property Owner: Mystic Mountain, LLC  
Assigned Planner: Roger Pelham, Senior Planner  
Washoe County Community Services Department  
Planning and Development Division  
775.328.3622  
Phone: 775.328.3622  
Email: [rpelham@washoecounty.us](mailto:rpelham@washoecounty.us)

**Project Description Tentative Subdivision Map Case Number TM14-001 (Pebble Creek Estates)** – To develop an 83-lot, single-family residential subdivision. Lots range in size from 35,025 to 53,072 square feet.

- Location: At the western terminus of Pebble Creek Drive, approximately ¼ mile west of its intersection with Pyramid Highway
- Assessor's Parcel Number: 538-171-08
- Parcel Size: 83.27 Acres
- Master Plan Category: Suburban Residential (SR)
- Regulatory Zone: Low Density Suburban (LDS)  
(1 dwelling unit per acre)
- Area Plan: Spanish Springs
- Citizen Advisory Board: Spanish Springs
- Development Code: Authorized in Article 608,  
Tentative Subdivision Maps
- Commission District: 4 – Commissioner Hartung
- Section/Township/Range: Sections 11 and 14, Township 21 North,  
Range 20 East, MDM,  
Washoe County, NV
- Staff: Roger Pelham, MPA, Senior Planner  
Washoe County Community Services Department  
Planning and Development Division
- Phone: 775-328-3622
- E-mail: [rpelham@washoecounty.us](mailto:rpelham@washoecounty.us)

Notice is hereby given that the Washoe County Planning Commission granted approval with conditions of the above referenced case number based on the findings in accordance with Washoe County Development Code Article 608. If no appeals have been filed within 10 days

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Post Office Box 11130, Reno, NV 89520-0147 – 1001 E. Ninth St., Reno, NV 89512  
Telephone: 775.328.3500 – Fax: 775.328.6133  
[www.washoecounty.us/comdev](http://www.washoecounty.us/comdev)



To: Mystic Mountain, LLC  
Subject: Tentative Subdivision Map Case Number TM14-001  
Date: August 13, 2014  
Page: 2

after issuance of the decision, the approval by the Washoe County Planning Commission is final. If filed, an appeal stays any further action on the permit until final resolution of the appeal. If the end of the appeal period falls on a non-business day, the appeal period shall be extended to include the next business day. An appeal shall be filed in accordance with the provisions found in Article 608 of the Washoe County Development Code.

This decision is based on having made all ten findings in accordance with Washoe County Development Code Section 110.608.25:

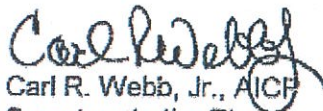
- 1) Plan Consistency. That the proposed map is consistent with the Master Plan;
- 2) Design or Improvement. That the design or improvement of the proposed subdivision is consistent with the Master Plan;
- 3) Type of Development. That the site is physically suited for the type of development proposed;
- 4) Availability of Services. That the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System;
- 5) Fish or Wildlife. That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage, or substantial and avoidable injury to any endangered plant, wildlife or their habitat;
- 6) Public Health. That the design of the subdivision or type of improvement is not likely to cause significant public health problems;
- 7) Easements. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision;
- 8) Access. That the design of the subdivision provides any necessary access to surrounding, adjacent lands and provides appropriate secondary access for emergency vehicles;
- 9) Dedications. That any land or improvements to be dedicated to the County is consistent with the Master Plan; and
- 10) Energy. That the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

This Action Order grants approval subject to the attached conditions and Washoe County development standards. Please contact the planner assigned to your project at the above-referenced phone number within seven days of receipt of this Order to review the steps necessary to satisfy the Conditions of Approval. A business license, certificate of occupancy or final approval shall not be issued until all of the Conditions of Approval (attached) are satisfied. Additionally, compliance shall be required with all federal, state and local statutes, ordinances and regulations applicable to the approved project.

To: Mystic Mountain, LLC  
Subject: Tentative Subdivision Map Case Number TM14-001  
Date: August 13, 2014  
Page: 3

**This Action Order does not authorize any development, to include building construction and grading, without the required permits from the Washoe County Building and Safety Division.**

Washoe County Community Services Department  
Planning and Development Division



Carl R. Webb, Jr., AICP  
Secretary to the Planning Commission

CRW/RP/df

Attachments: Conditions of Approval

Applicant/Property Owner/Developer:  
Mystic Mountain, LLC, 550 W. Plumb Lane, Suite B-505, Reno, NV 89509

Representatives: C&M Engineering, 9498 Double R Boulevard, suite B, Reno NV 89521





## Conditions of Approval

Tentative Subdivision Map Case Number TM14-001

The project approved under Tentative Subdivision Map Case Number TM14-001 shall be carried out in accordance with the Conditions of Approval granted by the Planning Commission on July 1, 2014. Conditions of Approval are requirements placed on a permit or development by each reviewing agency. These Conditions of Approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act.

**Unless otherwise specified**, all conditions related to the approval of this Tentative Subdivision Map shall be met or financial assurance must be provided to satisfy the conditions of approval prior to issuance of a grading or building permit. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Development Division.

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

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

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

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

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

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

- **The DISTRICT BOARD OF HEALTH, through the Washoe County Health District, has jurisdiction over all public health matters in the Health District.**

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Post Office Box 11130, Reno, NV 89520-0027 – 1001 E. Ninth St., Reno, NV 89512  
Telephone: 775.328.3600 – Fax: 775.328.6133  
[www.washoecounty.us/cmdev](http://www.washoecounty.us/cmdev)

**Any conditions set by the District Health Department must be appealed to the District Board of Health.**

**STANDARD CONSIDERATIONS FOR SUBDIVISIONS**  
**Nevada Revised Statutes 278.349**

Pursuant to NRS 278.349, when contemplating action on a Tentative Subdivision Map, the governing body or the Planning Commission, if it is authorized to take final action on a tentative map, shall consider:

- (a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
- (b) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;
- (c) The availability and accessibility of utilities;
- (d) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks;
- (e) Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;
- (f) General conformity with the governing body's master plan of streets and highways;
- (g) The effect of the proposed subdivision on existing public streets and the need for new streets and highways to serve the subdivision;
- (h) Physical characteristics of the land such as floodplain, slope and soil;
- (i) The recommendations and comments of those entities reviewing the tentative map pursuant to NRS 278.330 and 278.335; and
- (j) The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.

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

**Washoe County Planning and Development Division**

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

**Contact Name – Roger Pelham, 775.328.3622**



Washoe County Conditions of Approval

- a. The applicant shall demonstrate substantial conformance to the plans approved as part of this special use permit, including the revised grading plans attached as Exhibit G to the staff report for the July 1, 2014 Washoe County Planning Commission meeting, and showing no difference in final grade from natural grade greater than 10 feet.
- b. The subdivision shall be in substantial conformance with the provisions of Washoe County Development Code Article 604, Design Requirements, and Article 608, Tentative Subdivision Maps.
- c. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- d. The subdivider shall present to Washoe County a final map, prepared in accordance with the tentative map, for the entire area for which a tentative map has been approved, or one of a series of final maps, each covering a portion of the approved tentative map, within four years after the date of approval of the tentative map or within two years of the date of approval for subsequent final maps. On subsequent final maps, that date may be extended by two years if the written extension request is received by the Director of Planning and Development, prior to the expiration date.
- e. Final maps shall be in substantial compliance with all plans and documents submitted with and made part of this tentative map request, as may be amended by action of the final approving authority.
- f. All final maps shall contain the applicable portions of the following jurat:

The Tentative Map for TM14-001 for Mystic Mountain, LLC was APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON JULY 1, 2014.

THIS FINAL MAP, [MAP NAME AND UNIT/PHASE #], MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS, IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP AND ITS CONDITIONS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, AND THOSE CONDITIONS HAVE BEEN SATISFIED FOR RECORDATION OF THIS MAP, EXCEPT THAT THE "OPERATIONAL CONDITIONS" CONTAINED IN THE RECORDED ACTION ORDER SHALL REMAIN IN FULL FORCE AND EFFECT IN PERPETUITY.

IF ALL LOTS ON THIS MAP ARE REVERTED TO ACREAGE AND A NEW SUBDIVISION APPROVAL IS OBTAINED AT A FUTURE DATE, THE PROVISIONS OF THIS APPROVAL SHALL BE NULL AND VOID, UPON APPROVAL BY WASHOE COUNTY OF THOSE ACTIONS.

[Omit the following paragraph if this is the first and last (only) final map.]

THE NEXT FINAL MAP FOR TM14-001 MUST BE APPROVED AND ACCEPTED FOR RECORDATION BY THE PLANNING AND DEVELOPMENT DIVISION DIRECTOR ON OR BEFORE THE EXPIRATION DATE, THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, OR AN EXTENSION OF TIME FOR THE TENTATIVE MAP MUST BE APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON OR BEFORE SAID DATE.

THIS FINAL MAP IS APPROVED AND ACCEPTED FOR RECORDATION THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE PLANNING AND DEVELOPMENT DIVISION DIRECTOR. THE OFFER OF DEDICATION FOR STREETS, SEWERS, ETC. IS REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NRS CHAPTER 278.

\_\_\_\_\_  
WILLIAM WHITNEY, DIRECTOR OF PLANNING AND DEVELOPMENT DIVISION

- g. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to Water Resources and Engineering a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.
- h. The applicant shall record the Action Order with the County Recorder. A copy of the recorded Action Order stating conditional approval of this tentative map shall be attached to all applications for administrative permits issued by Washoe County.
- i. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County.
- j. A note shall be placed on all grading plans and construction drawings stating:

NOTE

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

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

NOTE

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



Washoe County Conditions of Approval

- l. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the on-site improvements.
- m. The developer and all successors shall direct any potential purchaser of the site to meet with the Planning and Development Division to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Planning and Development Division of the name, address, telephone number and contact person of the new purchaser within thirty (30) days of the final sale.
- n. The applicant shall submit complete construction plans and building permits shall be issued within two (2) years from the date of approval by Washoe County. The applicant shall complete construction within the time specified by the building permits. Compliance with this condition shall be determined by the Planning and Development Division.
- o. Failure to comply with the conditions of approval shall render this approval null and void.
- p. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be submitted to the Planning and Development Division staff for review and subsequent forwarding to the District Attorney for review and approval. The final CC&Rs shall be signed and notarized by the owner(s) and submitted to the Planning and Development Division with the recordation fee prior to the recordation of the final map. The CC&Rs shall require all phases and units of the subdivision approved under this tentative map to be subject to the same CC&Rs. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's Office. Said CC&Rs shall specifically address the potential for liens against the properties and the individual property owners' responsibilities for the funding of maintenance, replacement, and perpetuation of the following items, at a minimum:
  1. Maintenance of public access easements, common areas, and common open spaces. Provisions shall be made to monitor and maintain, for a period of three (3) years regardless of ownership, a maintenance plan for the common open space area. The maintenance plan for the common open space area shall, as a minimum, address the following:
    - a. Vegetation management;
    - b. Watershed management;
    - c. Debris and litter removal;
    - d. Fire access and suppression; and
    - e. Maintenance of public access and/or maintenance of limitations to public access.

Washoe County Conditions of Approval

2. All drainage facilities and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowners association.
  3. All open space identified as common area on the final map shall be privately maintained and perpetually funded by the homeowners association. The deed to the open space and common area shall reflect perpetual dedication for that purpose. The maintenance of the common areas and related improvements shall be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
  4. The project adjacent to undeveloped land shall maintain a fire fuel break of a minimum 30 feet in width until such time as the adjacent land is developed.
  5. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.
  6. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.
  7. No motorized vehicles shall be allowed on the platted common area.
  8. Washoe County will not assume responsibility for maintenance of the private street system of the development nor will Washoe County accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of offer for dedication.
  9. Mandatory solid waste collection.
  10. Fence material (if any), height, and location limitations, and re-fencing standards. Replacement fence must be compatible in materials, finish and location of existing fence.
- q. The common open space owned by the homeowners association shall be noted on the final map as "common open space" and the related deed of conveyance shall specifically provide for the preservation of the common open space in perpetuity. The deed to the open space and common area shall reflect perpetual dedication for that purpose. The deed shall be presented with the CC&Rs for review by the Planning and Development staff and the District Attorney.

**Washoe County Engineering**

2. The following conditions are requirements of Washoe County Engineering, which shall be responsible for determining compliance with these conditions.

Contact Name – Leo Vesely, 775.325-8032



Washoe County Conditions of Approval

- a. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- b. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the water and sewer provider(s) and Engineering Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.
- c. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable County Department shall be responsible for determining compliance with this condition.
- d. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the onsite improvements. The County Engineer shall determine compliance with this condition.
- e. All open space shall be identified as common area on the final map. A note on the final map shall indicate that all common areas shall be privately maintained and perpetually funded by the Homeowners Association. The County Engineer shall determine compliance with this condition. The maintenance of the common areas shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
- f. Any existing easements or utilities that conflict with the development shall be relocated, quitclaimed, and/or abandoned, as appropriate. The County Engineer shall determine compliance with this condition.
- g. Any easement documents recorded for the project shall include an exhibit map that shows the location and limits of the easement in relationship to the project. The County Engineer shall determine compliance with this condition.
- h. All existing overhead utility lines shall be placed underground, except electric transmission lines greater than 100 kilovolts, which can remain above ground. The County Engineer shall determine compliance with this condition.
- i. A complete set of construction improvement drawings, including an onsite grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best management practices (BMP's) and shall include detailed plans for grading and drainage for lots, project roadways, erosion control (including BMP locations and installation details), slope stabilization and mosquito abatement. A conceptual grading and drainage scheme shall be indicated for each lot on the grading plan. If drainage from one lot to another is proposed, then appropriate drainage easements shall be provided. Disposal of any excavated material onsite shall be indicated on the grading plans. The County Engineer shall determine compliance with this condition.



Washoe County Conditions of Approval

- j. A grading bond of \$2,000/acre of disturbed area shall be provided to the Engineering Division prior to issuance of a grading permit.
- k. The conditional approval of this tentative map shall not be construed as final approval of the drainage facilities shown on the tentative map. Final approval of the drainage facilities will occur during the final map review and will be based upon the final hydrology report.
- l. Prior to finalization of the first final map, a master hydrology/hydraulic report and a master storm drainage plan shall be submitted to the County Engineer for approval.
- m. Prior to finalization of any portion of the tentative map, a final, detailed hydrology/hydraulic report for that unit shall be submitted to the County Engineer. All storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.
- n. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and grouted rock riprap shall be used to prevent erosion at the inlets and outlets of all culverts to the satisfaction of the Engineering Division.
- o. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage leaving the site to the satisfaction of the Engineering Division.
- p. Any storm water currently passing under or over Pyramid Highway and discharging through Pebble Creek Estates shall be contained in pipes or open channels in accordance with Washoe County Standards. The County Engineer shall determine compliance with this condition.
- q. The Truckee Meadows Regional Stormwater Quality Management Program Construction Permit Submittal Checklist and Inspection Fee shall be submitted with each final map. The County Engineer shall determine compliance with this condition.
- r. Drainage swales that drain more than two lots are not allowed to flow over the curb into the street; these flows shall be intercepted by an acceptable storm drain inlet and routed into the storm drain system. The County Engineer shall determine compliance with this condition.
- s. A note on the final map shall indicate that all drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by a homeowners association. The maintenance and funding of these drainage facilities shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office. The County Engineer shall determine compliance with this condition.
- t. The maximum permissible flow velocity (that which does not cause scour) shall be determined for all proposed channels and open ditches. The determination shall be based on a geotechnical analysis of the channel soil, proposed channel



- lining and channel cross section, and it shall be in accordance with acceptable engineering publications/calculations. Appropriate linings shall be provided for all proposed channels and open ditches such that the 100-year flows do not exceed the maximum permissible flow velocity. The County Engineer shall determine compliance with this condition.
- u. The applicant shall provide pretreatment for petrochemicals and silt for all storm drainage from the site to the satisfaction of the County Engineer.
  - v. All slopes steeper than 3:1 shall be mechanically stabilized to control erosion. As an alternative to riprap, an engineered solution (geofabric, etc.) may be acceptable. The County Engineer shall determine compliance with this condition.
  - w. Maintenance access and drainage easements shall be provided for all existing and proposed drainage facilities. The County Engineer shall determine compliance with this condition.
  - x. Drainage easements shall be provided across individual lots on the official map for all storm runoff that crosses more than one lot. The County Engineer shall determine compliance with this condition.
  - y. Common Area drainage onto residential lots shall be intercepted and routed to appropriate storm drainage facilities. The County Engineer shall determine compliance with this condition.
  - z. All roadway improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.
  - aa. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
  - bb. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet American Association of State Highway and Transportation Officials (AASHTO) sight distances and safety guidelines. No tree shall overhang the curb line of any public street. The County Engineer shall determine compliance with this condition.
  - cc. Pebble Creek Drive shall be constructed to residential street standards (32 feet front face curb to front face curb). The existing northwest and southwest curb returns at the intersection of Pebble Creek Drive and Eagle Peak Drive shall be reconstructed to meet the new 32 foot improvements to the west.
  - dd. For any utilities placed in existing County streets, the streets shall be repaired to the satisfaction of the County Engineer. At a minimum, this will require full depth removal and replacement of asphalt for half the street width, or replacement of non-woven pavement reinforcing fabric with a 2" asphalt overlay for half the street width. Type II slurry seal is required for the entire street width with either option. Full width street improvements may be required if the proposed utility location is too close to the centerline of the existing street.



Washoe County Conditions of Approval

- ee. Streetlights shall be constructed to Washoe County standards at locations to be determined at the final design stage. The County Engineer shall determine compliance with this condition.
- ff. AASHTO clear zones shall be determined for all streets adjacent to retaining walls or slopes steeper than 3:1. If a recoverable or traversable clear zone cannot be provided, an analysis to determine if barriers are warranted shall be submitted for approval. The County Engineer shall determine compliance with this condition.
- gg. Any retaining walls that are adjacent to, provide support for or retain soil from the County right-of-way shall be constructed of reinforced masonry block or reinforced concrete and designed by an engineer licensed in the State of Nevada. The County Engineer shall determine compliance with this condition.
- hh. An adequate easement for snow storage and signage shall be identified on the final plat. The County Engineer shall determine compliance with this condition.
- ii. Sight distance easements shall be recorded at the final map as needed.

Washoe County Health District

- 3. The following conditions are requirements of the Washoe County Health District, Environmental Health, which shall be responsible for determining compliance with these conditions. The District Board of Health has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.

**Contact Name – Christopher Anderson, 775.328.2632**

- a. Prior to any grading or other site improvements a complete water system plan for the referenced proposal must be submitted to the Washoe County Health District. The plan must show that the water system will conform to the State of Nevada Public Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 and 278.410.
  - i. Two copies of all plans are required for review. All plans must include an overall site plan, additional phases that will eventually be built to indicate that the water system will be looped, all proposed grading, utilities, and improvements for the proposed application.
  - ii. Any construction activities (including but not limited to mass grading of the site) conducted prior to the review and approval of the required Water Project and submittal and approval of a Final Map are in violation of NAC 445A.6666, NAC 445A.6669, and NAC 278.340.
- b. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of plans for Subdivision, Condominiums, and Planned Unit Developments, no construction (including grading) shall be performed prior to the Washoe County Health District approval of the referenced Final Map.

Washoe County Conditions of Approval

- c. Grading shall be performed in compliance with current best management practices and mosquito-breeding sources must be eliminated within graded areas.
    - i. Grading plans must be reviewed and approval by the Washoe County Health District Vector Borne-Disease Program.
  - d. Construction plans for the development must be submitted to Environmental Health for approval. The construction drawings must conform to the State of Nevada Regulations Concerning Review of Plans for Subdivisions, Condominiums and Planned Unit Developments, and any applicable requirements of the Washoe County Health District.
  - e. Prior to approval of a Final Map for the referenced project, the design engineer is required to submit to the satisfaction of Washoe County Health District an inspection plan for periodic inspection of the construction of the systems for water supply and community sewerage. The design engineer shall, pursuant to the approved inspection plan, periodically certify in writing to the Washoe County Health District that the improvements are being installed in accordance with the approved plans and recognized practices of the trade.
    - i. A copy of the inspection plan must be included with the Final Map submittal.
  - f. Prior to final approval a "Commitment for Service" letter from the sewage purveyor committing sewer service for the entire proposed development must be submitted to the Washoe County Health District.
    - i. The letter must indicate that the treatment facility will not be brought beyond its permitted capacity by this service.
    - ii. A copy of this letter must be included with the Final Map submittal.
  - g. Prior to final approval a "Commitment for Water Service" letter from the water purveyor committing adequate water service for the entire proposed development must be submitted to the Washoe County Health District.
    - i. A copy of this letter must be included with the Final Map submittal.
  - h. The Final Map application packet must include a letter from Nevada Division of Environmental Protection to the Health District certifying their approval of the Final Map.
    - i. A copy of this letter must be included with the final map submittal.
  - i. Prior to approval of the final map, the applicant must submit the Final Map fee.
4. The following conditions are requirements of the Washoe County Health District, Vector Control, which shall be responsible for determining compliance with these conditions. The District Board of Health has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.



Washoe County Conditions of Approval

Contact Name – Jim Shaffer, 775.328.2434

- a. To minimize the concern for storm and nuisance water runoff, the Health District will require a Low Impact Design (LID) for the typical front lot to include an 18 inch water catchment planting area to capture the nuisance water runoff, adjacent to impervious surfaces or a design to direct lawn irrigation through a dry river bed reducing the nuisance water runoff into the infrastructure and minimizing downstream runoff (040.038).
- b. To perpetuate the existing easement a new ditch will be constructed to convey storm water runoff. In the construction of this ditch the Health District will require a low flow channel within this conveyance channel.
- c. The applicant proposes to convey storm water thru a storm drain pipe or swale. The Health District will not support swales to convey storm water runoff.
- d. Prior to the sign off of the building plans the above detail designs are required on the plans and a scheduled compliance inspection is required for the above condition(s).

Washoe County Regional Parks and Open Space

5. The following conditions are requirements of Regional Parks and Open Space, which shall be responsible for determining compliance with these conditions.

Contact Name – Jennifer Budge, 775.325.8094

- a. All fill dirt imported as part of the project is required to be "certified weed free."
- b. Best management practices will be used to prevent the spread of noxious and invasive weeds during construction activities. At minimum, the highlighted portion in the attached document provided will be included in construction plans and specifications.

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



When recorded, return to:

Exhibit B

Washoe County Community Development  
Attn: Roger Pelham  
P.O. Box 11130  
Reno, Nevada 89520-0027

APN: 538-171-12

Recorder Affirmation Statement: The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030(2)).

**DEVELOPMENT AGREEMENT**

(Pebble Creek Estates)

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made by and between **MYSTIC MOUNTAIN, LLC**, a Nevada limited liability company, (the “Landowner”) and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, (“County”).

### **1. GENERAL.**

1.1 Property. Landowner is the owner of real property located in Washoe County, Nevada known as Assessor’s Parcel Number 538-171-12 (the “Property”), as more particularly described in Exhibit A, attached hereto.

1.2. Tentative Map. The Property has County a land use designation of Low Density Suburban (“LDS”). LDS allows a density of one single family dwelling per acre. On July 1, 2014 the County issued its Action Order, which is incorporated herein by this reference as Exhibit B, approving a tentative map application of the Landowner for the Property, known as Tentative Subdivision Map Case File No. TM14-001 (Pebble Creek Estates Subdivision) (the “Tentative Map”). The development of the Property (the “Project”) must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the “Code”).

1.3 Previous Final Maps. Landowner has not recorded a final map for any portion of the Tentative Map.

1.4 Purpose of Agreement. Condition 1(d) of the Tentative Map states that a first final map (“Final Map”) must be presented to the Washoe County Planning Commission within four (4) years after the date of approval of the Tentative Map, which deadline is July 1, 2018. NRS 278.360(1) states that same requirement, but allows the deadline to be extended by execution of a development agreement pursuant to NRS 278.0201. This Agreement is intended to so extend the time for presentation of the Final Map from July 1, 2018 to July 1, 2020, and thereby amend Condition 1(d) of the Tentative Map accordingly. The Agreement does not amend any other provisions of the Tentative Map, including remaining provisions of Condition 1(d) not inconsistent herewith.

1.5 Circumstances Requiring An Extension of Time. Landowner believes it may not be feasible to present the Final Map to the Washoe County Planning Commission prior to the July 1, 2018 deadline. Without this Agreement, the result would be expiration of the Tentative Map. The parties recognize that there is a regional housing shortage and that actions and policies to increase housing supply and preserve housing approvals such as the Tentative Map are in the public’s best interest.

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

2.1 Compliance with NRS 278.020 and Code. This Agreement is 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 APN No. 538-171-12, more particularly described in Exhibit A.

2.1.2. The duration of this Agreement shall be from the date of signing by the Board of County Commissioners to July 1, 2020, 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. This Agreement hereby amends Condition 1(d) of the Tentative Map and NRS 278.360 (1)(a) to extend the time of presentation of the Final Map from four (4) to six (6) years, with the extended deadline being July 1, 2020.

2.1.3. The permitted uses on the Property and the density or intensity of its use are as provided in the Tentative Map and the Code. The permitted use of the Property pursuant to the Tentative Map is a 83 unit subdivision, and a density of one dwelling unit per acre, which complies with the Property's zoning designation of Low Density Suburban.

2.1.4. The maximum height and size of the proposed buildings will comply with the Low Density Suburban maximum height limit of the Code.

2.1.5. The provisions for the dedication of any portion of the Property for public use, if any, are as provided in the Tentative Map and the Code. There are no environmentally sensitive lands or historic structures on the Property.

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

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

2.1.8. The Final Map, to be a minimum of five lots, shall be presented to the Planning Commission on or before the date of expiration of this Agreement. All successive final maps, if the Landowner chooses to record in a series, must include a minimum of five lots. Unless otherwise provided herein, the deadlines for any final maps shall be governed by NRS 278.360 and Condition 1(d) of the Tentative Map.

2.1.9. Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, the Planning Commission's Action Order dated July 1, 2014 attached hereto as Exhibit "B", and future final maps.

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

2.3 Public Notice. Any and all public notices required to be given in connection with this Agreement shall be given in accordance with NRS Chapter 278 and Section 110.814.25 of the Code.

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

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

2.6 Termination By Final Map. This Agreement shall terminate upon recording of the Final Map.

### 3. MISCELLANEOUS PROVISIONS.

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

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

3.3 Assignability of the Agreement. This Agreement shall be binding upon and inure to the benefit of all future successors in interest of the Property as described in Exhibit A, and any successor shall assume the duties and obligations of Landowner 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 Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, pursuant to the laws of the State, the time for such performance shall be extended to 5:00 p.m. on the next business day.

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

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

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

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

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

[Signatures appear on following page]

[Signature page to Development Agreement]

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

**LANDOWNER:**

**MYSTIC MOUNTAIN, LLC, a Nevada  
limited liability company**

By: \_\_\_\_\_  
JESSE HAW, Manager

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

**COUNTY:**

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

By: \_\_\_\_\_  
BOB LUCEY, Chairman

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

**ATTEST:**

\_\_\_\_\_  
NANCY PARENT, County Clerk

STATE OF NEVADA        )  
  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by  
JESSE HAW, Manager of Mystic Mountain, LLC.

NOTARY PUBLIC: \_\_\_\_\_

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

STATE OF NEVADA        )  
  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by  
BOB LUCEY, as Chairman of the Board of County Commissioners of the County of Washoe,  
State of Nevada.

NOTARY PUBLIC: \_\_\_\_\_

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



## EXHIBIT "A"

### DESCRIPTION

All that certain real property situate in the County of Washoe, State of Nevada, situate within Sections 11 and 14, T.21N., R.20E., M.D.M., being a portion of Parcel 1B as shown on that PARCEL MAP FOR SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP AND MYSTIC MOUNTAIN, LLC, recorded on August 11, 2006 as File No. 3425045, Parcel Map 4613, Official Records of Washoe County, Nevada; more particularly described as follows:

Beginning at the most northerly corner of said Parcel 1B;  
thence along the northeasterly and easterly boundary of said Parcel 1B the following sixteen (16) courses and distances:

S 58°23'12" E, 1072.88 feet;

S 60°00'02" E, 1084.58 feet;

S 56°11'05" E, 137.27 feet;

S 48°14'26" E, 139.84 feet;

S 36°36'52" E, 265.10 feet;

S 25°36'41" E, 118.12 feet;

S 18°54'21" E, 115.82 feet;

S 12°16'23" E, 115.57 feet;

S 05°24'25" E, 123.95 feet;

S 01°36'45" E, 45.17 feet;

S 03°18'19" W, 52.00 feet;

S 86°41'41" E, 14.79 feet;

S 03°18'56" W, 697.95 feet;

S 06°40'53" W, 515.34 feet;

N 86°41'41" W, 58.00 feet;

S 03°18'19" W, 30.75 feet to a point on the northerly line of that sanitary sewer easement granted to Washoe County by instrument recorded on July 27, 2001 as Document No. 2578900, Official Records of Washoe County, Nevada;

thence along the northerly line of said sanitary sewer easement the following two (2) courses and distances:

S 48°18'19" W, 45.07 feet;

S 80°23'59" W, 523.14 feet to a point on the westerly boundary of said Parcel 1B;

thence along said westerly boundary of Parcel 1B the following twenty-seven (27) courses and distances:

S 80°23'59" W, 30.00 feet;

N 10°58'13" W, 434.87 feet;

N 13°32'44" W, 89.86 feet;

N 20°55'27" W, 167.47 feet;

N 29°14'31" W, 122.60 feet;

N 37°18'01" W, 148.94 feet;

N 42°53'52" W, 46.23 feet;

N 43°05'41" W, 60.19 feet;

N 50°49'24" W, 89.21 feet;

N 54°09'11" W, 310.00 feet;

N 53°04'40" W, 108.81 feet;

N 43°27'24" W, 72.59 feet;  
N 35°47'14" W, 108.03 feet;  
N 21°27'52" W, 91.51 feet;  
N 12°04'42" W, 111.94 feet;  
N 01°18'03" E, 102.06 feet;  
N 04°48'44" E, 99.90 feet;  
N 06°03'51" W, 121.45 feet;  
N 19°44'44" W, 57.90 feet;  
N 25°55'26" W, 91.00 feet;  
N 32°01'17" W, 226.00 feet;  
N 32°05'25" W, 226.30 feet;  
N 37°37'35" W, 64.79 feet;  
N 47°19'40" W, 104.29 feet;  
N 53°18'51" W, 329.44 feet;  
N 01°34'59" E, 179.60 feet;  
N 01°37'16" E, 443.12 feet to the point of beginning.  
Containing 83.27 acres, more or less.

Basis of Bearings is the Nevada State Plane Coordinate System, West Zone Grid, NAD83/94,  
per Parcel Map 4613.

## EXHIBIT "B"



# Planning Commission Action Order

Tentative Subdivision Map Case Number TM14-001

Decision: Approval with Conditions  
Decision Date: July 1, 2014  
Mailing/Filing Date: August 13, 2014  
Applicant/Property Owner: Mystic Mountain, LLC  
Assigned Planner: Roger Pelham, Senior Planner  
Washoe County Community Services Department  
Planning and Development Division  
775.328.3622  
Phone: 775.328.3622  
Email: [rpelham@washoecounty.us](mailto:rpelham@washoecounty.us)

**Project Description** Tentative Subdivision Map Case Number TM14-001 (Pebble Creek Estates) – To develop an 83-lot, single-family residential subdivision. Lots range in size from 35,025 to 53,072 square feet.

- Location: At the western terminus of Pebble Creek Drive, approximately ¼ mile west of its intersection with Pyramid Highway
- Assessor's Parcel Number: 538-171-08
- Parcel Size: 83.27 Acres
- Master Plan Category: Suburban Residential (SR)
- Regulatory Zone: Low Density Suburban (LDS)  
(1 dwelling unit per acre)
- Area Plan: Spanish Springs
- Citizen Advisory Board: Spanish Springs
- Development Code: Authorized in Article 608,  
Tentative Subdivision Maps
- Commission District: 4 – Commissioner Hartung
- Section/Township/Range: Sections 11 and 14, Township 21 North,  
Range 20 East, MDM,  
Washoe County, NV
- Staff: Roger Pelham, MPA, Senior Planner  
Washoe County Community Services Department  
Planning and Development Division
- Phone: 775-328-3622
- E-mail: [rpelham@washoecounty.us](mailto:rpelham@washoecounty.us)

Notice is hereby given that the Washoe County Planning Commission granted approval with conditions of the above referenced case number based on the findings in accordance with Washoe County Development Code Article 608. If no appeals have been filed within 10 days

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Post Office Box 11130, Reno, NV 89520-0147 – 1001 E. Ninth St., Reno, NV 89512  
Telephone: 775.328.3500 – Fax: 775.328.6133  
[www.washoecounty.us/comdev](http://www.washoecounty.us/comdev)



To: Mystic Mountain, LLC  
Subject: Tentative Subdivision Map Case Number TM14-001  
Date: August 13, 2014  
Page: 2

after issuance of the decision, the approval by the Washoe County Planning Commission is final. If filed, an appeal stays any further action on the permit until final resolution of the appeal. If the end of the appeal period falls on a non-business day, the appeal period shall be extended to include the next business day. An appeal shall be filed in accordance with the provisions found in Article 608 of the Washoe County Development Code.

This decision is based on having made all ten findings in accordance with Washoe County Development Code Section 110.608.25:

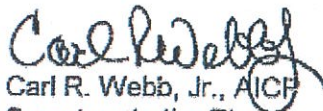
- 1) Plan Consistency. That the proposed map is consistent with the Master Plan;
- 2) Design or Improvement. That the design or improvement of the proposed subdivision is consistent with the Master Plan;
- 3) Type of Development. That the site is physically suited for the type of development proposed;
- 4) Availability of Services. That the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System;
- 5) Fish or Wildlife. That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage, or substantial and avoidable injury to any endangered plant, wildlife or their habitat;
- 6) Public Health. That the design of the subdivision or type of improvement is not likely to cause significant public health problems;
- 7) Easements. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision;
- 8) Access. That the design of the subdivision provides any necessary access to surrounding, adjacent lands and provides appropriate secondary access for emergency vehicles;
- 9) Dedications. That any land or improvements to be dedicated to the County is consistent with the Master Plan; and
- 10) Energy. That the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

This Action Order grants approval subject to the attached conditions and Washoe County development standards. Please contact the planner assigned to your project at the above-referenced phone number within seven days of receipt of this Order to review the steps necessary to satisfy the Conditions of Approval. A business license, certificate of occupancy or final approval shall not be issued until all of the Conditions of Approval (attached) are satisfied. Additionally, compliance shall be required with all federal, state and local statutes, ordinances and regulations applicable to the approved project.

To: Mystic Mountain, LLC  
Subject: Tentative Subdivision Map Case Number TM14-001  
Date: August 13, 2014  
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**This Action Order does not authorize any development, to include building construction and grading, without the required permits from the Washoe County Building and Safety Division.**

Washoe County Community Services Department  
Planning and Development Division



Carl R. Webb, Jr., AICP  
Secretary to the Planning Commission

CRW/RP/df

Attachments: Conditions of Approval

Applicant/Property Owner/Developer:  
Mystic Mountain, LLC, 550 W. Plumb Lane, Suite B-505, Reno, NV 89509

Representatives: C&M Engineering, 9498 Double R Boulevard, suite B, Reno NV 89521





## Conditions of Approval

Tentative Subdivision Map Case Number TM14-001

The project approved under Tentative Subdivision Map Case Number TM14-001 shall be carried out in accordance with the Conditions of Approval granted by the Planning Commission on July 1, 2014. Conditions of Approval are requirements placed on a permit or development by each reviewing agency. These Conditions of Approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act.

**Unless otherwise specified**, all conditions related to the approval of this Tentative Subdivision Map shall be met or financial assurance must be provided to satisfy the conditions of approval prior to issuance of a grading or building permit. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Development Division.

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

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

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

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

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

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

- **The DISTRICT BOARD OF HEALTH, through the Washoe County Health District, has jurisdiction over all public health matters in the Health District.**

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Post Office Box 11130, Reno, NV 89520-0027 – 1001 E. Ninth St., Reno, NV 89512  
Telephone: 775.328.3600 – Fax: 775.328.6133  
[www.washoecounty.us/cmdev](http://www.washoecounty.us/cmdev)

**Any conditions set by the District Health Department must be appealed to the District Board of Health.**

**STANDARD CONSIDERATIONS FOR SUBDIVISIONS**  
**Nevada Revised Statutes 278.349**

Pursuant to NRS 278.349, when contemplating action on a Tentative Subdivision Map, the governing body or the Planning Commission, if it is authorized to take final action on a tentative map, shall consider:

- (a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
- (b) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;
- (c) The availability and accessibility of utilities;
- (d) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks;
- (e) Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;
- (f) General conformity with the governing body's master plan of streets and highways;
- (g) The effect of the proposed subdivision on existing public streets and the need for new streets and highways to serve the subdivision;
- (h) Physical characteristics of the land such as floodplain, slope and soil;
- (i) The recommendations and comments of those entities reviewing the tentative map pursuant to NRS 278.330 and 278.335; and
- (j) The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.

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

**Washoe County Planning and Development Division**

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

**Contact Name – Roger Pelham, 775.328.3622**



Washoe County Conditions of Approval

- a. The applicant shall demonstrate substantial conformance to the plans approved as part of this special use permit, including the revised grading plans attached as Exhibit G to the staff report for the July 1, 2014 Washoe County Planning Commission meeting, and showing no difference in final grade from natural grade greater than 10 feet.
- b. The subdivision shall be in substantial conformance with the provisions of Washoe County Development Code Article 604, Design Requirements, and Article 608, Tentative Subdivision Maps.
- c. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- d. The subdivider shall present to Washoe County a final map, prepared in accordance with the tentative map, for the entire area for which a tentative map has been approved, or one of a series of final maps, each covering a portion of the approved tentative map, within four years after the date of approval of the tentative map or within two years of the date of approval for subsequent final maps. On subsequent final maps, that date may be extended by two years if the written extension request is received by the Director of Planning and Development, prior to the expiration date.
- e. Final maps shall be in substantial compliance with all plans and documents submitted with and made part of this tentative map request, as may be amended by action of the final approving authority.
- f. All final maps shall contain the applicable portions of the following jurat:

The Tentative Map for TM14-001 for Mystic Mountain, LLC was APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON JULY 1, 2014.

THIS FINAL MAP, [MAP NAME AND UNIT/PHASE #], MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS, IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP AND ITS CONDITIONS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, AND THOSE CONDITIONS HAVE BEEN SATISFIED FOR RECORDATION OF THIS MAP, EXCEPT THAT THE "OPERATIONAL CONDITIONS" CONTAINED IN THE RECORDED ACTION ORDER SHALL REMAIN IN FULL FORCE AND EFFECT IN PERPETUITY.

IF ALL LOTS ON THIS MAP ARE REVERTED TO ACREAGE AND A NEW SUBDIVISION APPROVAL IS OBTAINED AT A FUTURE DATE, THE PROVISIONS OF THIS APPROVAL SHALL BE NULL AND VOID, UPON APPROVAL BY WASHOE COUNTY OF THOSE ACTIONS.

[Omit the following paragraph if this is the first and last (only) final map.]



THE NEXT FINAL MAP FOR TM14-001 MUST BE APPROVED AND ACCEPTED FOR RECORDATION BY THE PLANNING AND DEVELOPMENT DIVISION DIRECTOR ON OR BEFORE THE EXPIRATION DATE, THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, OR AN EXTENSION OF TIME FOR THE TENTATIVE MAP MUST BE APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON OR BEFORE SAID DATE.

THIS FINAL MAP IS APPROVED AND ACCEPTED FOR RECORDATION THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE PLANNING AND DEVELOPMENT DIVISION DIRECTOR. THE OFFER OF DEDICATION FOR STREETS, SEWERS, ETC. IS REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NRS CHAPTER 278.

\_\_\_\_\_  
WILLIAM WHITNEY, DIRECTOR OF PLANNING AND DEVELOPMENT DIVISION

- g. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to Water Resources and Engineering a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.
- h. The applicant shall record the Action Order with the County Recorder. A copy of the recorded Action Order stating conditional approval of this tentative map shall be attached to all applications for administrative permits issued by Washoe County.
- i. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County.
- j. A note shall be placed on all grading plans and construction drawings stating:

NOTE

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

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

NOTE

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

Washoe County Conditions of Approval

- l. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the on-site improvements.
- m. The developer and all successors shall direct any potential purchaser of the site to meet with the Planning and Development Division to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Planning and Development Division of the name, address, telephone number and contact person of the new purchaser within thirty (30) days of the final sale.
- n. The applicant shall submit complete construction plans and building permits shall be issued within two (2) years from the date of approval by Washoe County. The applicant shall complete construction within the time specified by the building permits. Compliance with this condition shall be determined by the Planning and Development Division.
- o. Failure to comply with the conditions of approval shall render this approval null and void.
- p. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be submitted to the Planning and Development Division staff for review and subsequent forwarding to the District Attorney for review and approval. The final CC&Rs shall be signed and notarized by the owner(s) and submitted to the Planning and Development Division with the recordation fee prior to the recordation of the final map. The CC&Rs shall require all phases and units of the subdivision approved under this tentative map to be subject to the same CC&Rs. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's Office. Said CC&Rs shall specifically address the potential for liens against the properties and the individual property owners' responsibilities for the funding of maintenance, replacement, and perpetuation of the following items, at a minimum:
  1. Maintenance of public access easements, common areas, and common open spaces. Provisions shall be made to monitor and maintain, for a period of three (3) years regardless of ownership, a maintenance plan for the common open space area. The maintenance plan for the common open space area shall, as a minimum, address the following:
    - a. Vegetation management;
    - b. Watershed management;
    - c. Debris and litter removal;
    - d. Fire access and suppression; and
    - e. Maintenance of public access and/or maintenance of limitations to public access.



Washoe County Conditions of Approval

2. All drainage facilities and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowners association.
  3. All open space identified as common area on the final map shall be privately maintained and perpetually funded by the homeowners association. The deed to the open space and common area shall reflect perpetual dedication for that purpose. The maintenance of the common areas and related improvements shall be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
  4. The project adjacent to undeveloped land shall maintain a fire fuel break of a minimum 30 feet in width until such time as the adjacent land is developed.
  5. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.
  6. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.
  7. No motorized vehicles shall be allowed on the platted common area.
  8. Washoe County will not assume responsibility for maintenance of the private street system of the development nor will Washoe County accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of offer for dedication.
  9. Mandatory solid waste collection.
  10. Fence material (if any), height, and location limitations, and re-fencing standards. Replacement fence must be compatible in materials, finish and location of existing fence.
- q. The common open space owned by the homeowners association shall be noted on the final map as "common open space" and the related deed of conveyance shall specifically provide for the preservation of the common open space in perpetuity. The deed to the open space and common area shall reflect perpetual dedication for that purpose. The deed shall be presented with the CC&Rs for review by the Planning and Development staff and the District Attorney.

**Washoe County Engineering**

2. The following conditions are requirements of Washoe County Engineering, which shall be responsible for determining compliance with these conditions.

Contact Name – Leo Vesely, 775.325-8032

Washoe County Conditions of Approval

- a. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- b. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the water and sewer provider(s) and Engineering Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.
- c. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable County Department shall be responsible for determining compliance with this condition.
- d. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the onsite improvements. The County Engineer shall determine compliance with this condition.
- e. All open space shall be identified as common area on the final map. A note on the final map shall indicate that all common areas shall be privately maintained and perpetually funded by the Homeowners Association. The County Engineer shall determine compliance with this condition. The maintenance of the common areas shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
- f. Any existing easements or utilities that conflict with the development shall be relocated, quitclaimed, and/or abandoned, as appropriate. The County Engineer shall determine compliance with this condition.
- g. Any easement documents recorded for the project shall include an exhibit map that shows the location and limits of the easement in relationship to the project. The County Engineer shall determine compliance with this condition.
- h. All existing overhead utility lines shall be placed underground, except electric transmission lines greater than 100 kilovolts, which can remain above ground. The County Engineer shall determine compliance with this condition.
- i. A complete set of construction improvement drawings, including an onsite grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best management practices (BMP's) and shall include detailed plans for grading and drainage for lots, project roadways, erosion control (including BMP locations and installation details), slope stabilization and mosquito abatement. A conceptual grading and drainage scheme shall be indicated for each lot on the grading plan. If drainage from one lot to another is proposed, then appropriate drainage easements shall be provided. Disposal of any excavated material onsite shall be indicated on the grading plans. The County Engineer shall determine compliance with this condition.



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- j. A grading bond of \$2,000/acre of disturbed area shall be provided to the Engineering Division prior to issuance of a grading permit.
- k. The conditional approval of this tentative map shall not be construed as final approval of the drainage facilities shown on the tentative map. Final approval of the drainage facilities will occur during the final map review and will be based upon the final hydrology report.
- l. Prior to finalization of the first final map, a master hydrology/hydraulic report and a master storm drainage plan shall be submitted to the County Engineer for approval.
- m. Prior to finalization of any portion of the tentative map, a final, detailed hydrology/hydraulic report for that unit shall be submitted to the County Engineer. All storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.
- n. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and grouted rock riprap shall be used to prevent erosion at the inlets and outlets of all culverts to the satisfaction of the Engineering Division.
- o. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage leaving the site to the satisfaction of the Engineering Division.
- p. Any storm water currently passing under or over Pyramid Highway and discharging through Pebble Creek Estates shall be contained in pipes or open channels in accordance with Washoe County Standards. The County Engineer shall determine compliance with this condition.
- q. The Truckee Meadows Regional Stormwater Quality Management Program Construction Permit Submittal Checklist and Inspection Fee shall be submitted with each final map. The County Engineer shall determine compliance with this condition.
- r. Drainage swales that drain more than two lots are not allowed to flow over the curb into the street; these flows shall be intercepted by an acceptable storm drain inlet and routed into the storm drain system. The County Engineer shall determine compliance with this condition.
- s. A note on the final map shall indicate that all drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by a homeowners association. The maintenance and funding of these drainage facilities shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office. The County Engineer shall determine compliance with this condition.
- t. The maximum permissible flow velocity (that which does not cause scour) shall be determined for all proposed channels and open ditches. The determination shall be based on a geotechnical analysis of the channel soil, proposed channel



- lining and channel cross section, and it shall be in accordance with acceptable engineering publications/calculations. Appropriate linings shall be provided for all proposed channels and open ditches such that the 100-year flows do not exceed the maximum permissible flow velocity. The County Engineer shall determine compliance with this condition.
- u. The applicant shall provide pretreatment for petrochemicals and silt for all storm drainage from the site to the satisfaction of the County Engineer.
  - v. All slopes steeper than 3:1 shall be mechanically stabilized to control erosion. As an alternative to riprap, an engineered solution (geofabric, etc.) may be acceptable. The County Engineer shall determine compliance with this condition.
  - w. Maintenance access and drainage easements shall be provided for all existing and proposed drainage facilities. The County Engineer shall determine compliance with this condition.
  - x. Drainage easements shall be provided across individual lots on the official map for all storm runoff that crosses more than one lot. The County Engineer shall determine compliance with this condition.
  - y. Common Area drainage onto residential lots shall be intercepted and routed to appropriate storm drainage facilities. The County Engineer shall determine compliance with this condition.
  - z. All roadway improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.
  - aa. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
  - bb. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet American Association of State Highway and Transportation Officials (AASHTO) sight distances and safety guidelines. No tree shall overhang the curb line of any public street. The County Engineer shall determine compliance with this condition.
  - cc. Pebble Creek Drive shall be constructed to residential street standards (32 feet front face curb to front face curb). The existing northwest and southwest curb returns at the intersection of Pebble Creek Drive and Eagle Peak Drive shall be reconstructed to meet the new 32 foot improvements to the west.
  - dd. For any utilities placed in existing County streets, the streets shall be repaired to the satisfaction of the County Engineer. At a minimum, this will require full depth removal and replacement of asphalt for half the street width, or replacement of non-woven pavement reinforcing fabric with a 2" asphalt overlay for half the street width. Type II slurry seal is required for the entire street width with either option. Full width street improvements may be required if the proposed utility location is too close to the centerline of the existing street.



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- ee. Streetlights shall be constructed to Washoe County standards at locations to be determined at the final design stage. The County Engineer shall determine compliance with this condition.
- ff. AASHTO clear zones shall be determined for all streets adjacent to retaining walls or slopes steeper than 3:1. If a recoverable or traversable clear zone cannot be provided, an analysis to determine if barriers are warranted shall be submitted for approval. The County Engineer shall determine compliance with this condition.
- gg. Any retaining walls that are adjacent to, provide support for or retain soil from the County right-of-way shall be constructed of reinforced masonry block or reinforced concrete and designed by an engineer licensed in the State of Nevada. The County Engineer shall determine compliance with this condition.
- hh. An adequate easement for snow storage and signage shall be identified on the final plat. The County Engineer shall determine compliance with this condition.
- ii. Sight distance easements shall be recorded at the final map as needed.

Washoe County Health District

- 3. The following conditions are requirements of the Washoe County Health District, Environmental Health, which shall be responsible for determining compliance with these conditions. The District Board of Health has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.

**Contact Name – Christopher Anderson, 775.328.2632**

- a. Prior to any grading or other site improvements a complete water system plan for the referenced proposal must be submitted to the Washoe County Health District. The plan must show that the water system will conform to the State of Nevada Public Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 and 278.410.
  - i. Two copies of all plans are required for review. All plans must include an overall site plan, additional phases that will eventually be built to indicate that the water system will be looped, all proposed grading, utilities, and improvements for the proposed application.
  - ii. Any construction activities (including but not limited to mass grading of the site) conducted prior to the review and approval of the required Water Project and submittal and approval of a Final Map are in violation of NAC 445A.6666, NAC 445A.6669, and NAC 278.340.
- b. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of plans for Subdivision, Condominiums, and Planned Unit Developments, no construction (including grading) shall be performed prior to the Washoe County Health District approval of the referenced Final Map.



Washoe County Conditions of Approval

- c. Grading shall be performed in compliance with current best management practices and mosquito-breeding sources must be eliminated within graded areas.
    - i. Grading plans must be reviewed and approval by the Washoe County Health District Vector Borne-Disease Program.
  - d. Construction plans for the development must be submitted to Environmental Health for approval. The construction drawings must conform to the State of Nevada Regulations Concerning Review of Plans for Subdivisions, Condominiums and Planned Unit Developments, and any applicable requirements of the Washoe County Health District.
  - e. Prior to approval of a Final Map for the referenced project, the design engineer is required to submit to the satisfaction of Washoe County Health District an inspection plan for periodic inspection of the construction of the systems for water supply and community sewerage. The design engineer shall, pursuant to the approved inspection plan, periodically certify in writing to the Washoe County Health District that the improvements are being installed in accordance with the approved plans and recognized practices of the trade.
    - i. A copy of the inspection plan must be included with the Final Map submittal.
  - f. Prior to final approval a "Commitment for Service" letter from the sewage purveyor committing sewer service for the entire proposed development must be submitted to the Washoe County Health District.
    - i. The letter must indicate that the treatment facility will not be brought beyond its permitted capacity by this service.
    - ii. A copy of this letter must be included with the Final Map submittal.
  - g. Prior to final approval a "Commitment for Water Service" letter from the water purveyor committing adequate water service for the entire proposed development must be submitted to the Washoe County Health District.
    - i. A copy of this letter must be included with the Final Map submittal.
  - h. The Final Map application packet must include a letter from Nevada Division of Environmental Protection to the Health District certifying their approval of the Final Map.
    - i. A copy of this letter must be included with the final map submittal.
  - i. Prior to approval of the final map, the applicant must submit the Final Map fee.
4. The following conditions are requirements of the Washoe County Health District, Vector Control, which shall be responsible for determining compliance with these conditions. The District Board of Health has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.

Washoe County Conditions of Approval

Contact Name – Jim Shaffer, 775.328.2434

- a. To minimize the concern for storm and nuisance water runoff, the Health District will require a Low Impact Design (LID) for the typical front lot to include an 18 inch water catchment planting area to capture the nuisance water runoff, adjacent to impervious surfaces or a design to direct lawn irrigation through a dry river bed reducing the nuisance water runoff into the infrastructure and minimizing downstream runoff (040.038).
- b. To perpetuate the existing easement a new ditch will be constructed to convey storm water runoff. In the construction of this ditch the Health District will require a low flow channel within this conveyance channel.
- c. The applicant proposes to convey storm water thru a storm drain pipe or swale. The Health District will not support swales to convey storm water runoff.
- d. Prior to the sign off of the building plans the above detail designs are required on the plans and a scheduled compliance inspection is required for the above condition(s).

**Washoe County Regional Parks and Open Space**

5. The following conditions are requirements of Regional Parks and Open Space, which shall be responsible for determining compliance with these conditions.

Contact Name – Jennifer Budge, 775.325.8094

- a. All fill dirt imported as part of the project is required to be "certified weed free."
- b. Best management practices will be used to prevent the spread of noxious and invasive weeds during construction activities. At minimum, the highlighted portion in the attached document provided will be included in construction plans and specifications.

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