



# WASHOE COUNTY

Integrity Communication Service

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## STAFF REPORT

BOARD MEETING DATE: August 18, 2020

**DATE:** July 7, 2020

**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:** Mojra Hauenstein, Director, Planning and Building, Community Services Department, 328-3619, [mhauenstein@washoecounty.us](mailto:mhauenstein@washoecounty.us)

**SUBJECT:** Public Hearing: Second reading and possible adoption of an ordinance approving a Development Agreement between Washoe County and Ridges Development Inc / Ridges at Hunter Creek III LLC, regarding tentative subdivision map case number TM16-005 (Ridges at Hunter Creek) which approved (on July 5, 2016) development of a 53-lot, single-family residential, common open space subdivision. Lots range in size from  $\pm 0.37$  acres ( $\pm 16,117$  square feet) to  $\pm 2.3$  acres ( $\pm 100,188$  square feet). This agreement extends the deadline for filing the first in a series of final subdivision maps from July 5, 2020 to July 5, 2022. The subject site is located south of Woodchuck Circle and Hunters Peak Road and west of Hawken Drive. The subject site consists of four parcels totaling  $\pm 155.01$  acres in size. The master plan designations include Suburban Residential (SR), Rural Residential (RR) and Rural (R). The regulatory zones include General Rural (GR), Low Density Suburban (LDS) and High Density Rural (HDR). The parcel is located within the Southwest Truckee Meadows Area Plan, and is situated in portions of Sections 19 and 30, T19N, R19E, MDM, Washoe County, Nevada. (APNs: 041-650-07, 041-650-03, 041-671-02 & 041-662-12). (Commission District 1.)

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### SUMMARY

Approve a development agreement for Ridges at Hunter Creek to extend the deadline to file the first in a series of final maps in the Ridges at Hunter Creek residential subdivision to July 5, 2022.

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

### PREVIOUS ACTION

On July 14, 2020, the Board of County Commissioners introduced and conducted a first reading of an ordinance approving a development agreement regarding Tentative Subdivision Case Number TM16-005 (Ridges at Hunter Creek) to extend the deadline for filing the first in a series of final subdivision maps from July 5, 2020 to July 5, 2022.

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

On July 5, 2016, Tentative Subdivision Map Case Number TM16-005 (Ridges at Hunter Creek) was approved by the Washoe County Planning Commission.

### **BACKGROUND**

When a tentative subdivision map is approved, Nevada law imposes a schedule for filing final maps or the tentative map will expire. 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 phased 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 Ridges at Hunter Creek was approved in 2016 and the first final map is required to be recorded in 2020. 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 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) <u>Findings.</u> 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, as 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.

**RECOMMENDATION**

It is recommended that the Board of County Commissioners conduct a second reading and adopt an ordinance approving a development agreement between Washoe County and Ridges Development Inc / Ridges at Hunter Creek III LLC, regarding Tentative Subdivision Map Case Number TM16-005 (Ridges at Hunter Creek) which was approved (on July 5, 2016) for the development of a 53-lot, single-family residential, common open space subdivision. Lots range in size from  $\pm 0.37$  acres ( $\pm 16,117$  square feet) to  $\pm 2.3$  acres ( $\pm 100,188$  square feet). This agreement extends the deadline for filing the first in a series of final subdivision maps from July 5, 2020 to July 5, 2022.

**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*).”

- Attachments:   A:   Proposed Ordinance approving development agreement (Ridges at Hunter Creek)  
                  B:   Development Agreement (Ridges at Hunter Creek)  
                  C:   Development Agreement Application

cc:   Ridges Development Inc / Ridges at Hunter Creek III LLC, attn: Ranson Webster and Rebecca Dickson, 4345 Eagle Valley Circle, Reno, NV 89519

Wood Rodgers, Inc, attn: Steve Strickland and Stacie Huggins, 1361 Corporate Blvd, Reno, NV 89502

APNs: 041-650-07, 041-650-03, 041-671-02 & 041-662-12

Mail Tax Statements To:  
Ridges Development Inc / Ridges at Hunter Creek III LLC  
attn: Ranson Webster and Rebecca Dickson  
4345 Eagle Valley Circle  
Reno, NV 89519

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 A DEVELOPMENT AGREEMENT BETWEEN WASHOE COUNTY AND RIDGES DEVELOPMENT INC / RIDGES AT HUNTER CREEK III LLC, REGARDING TENTATIVE SUBDIVISION MAP CASE NUMBER TM16-005 (RIDGES AT HUNTER CREEK)”**

SUMMARY: Approves a Development Agreement between Washoe County and Ridges Development Inc / Ridges at Hunter Creek III LLC, regarding Tentative Subdivision Map Case Number TM16-005 (Ridges at Hunter Creek) which approved (on July 5, 2016) development of a 53-lot, single-family residential, common open space subdivision. Lots range in size from ±0.37 acres (±16,117 square feet) to ±2.3 acres (±100,188 square feet). This agreement extends the deadline for filing the first in a series of final subdivision maps from July 5, 2020 to July 5, 2022.

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

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

**TITLE:**

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN WASHOE COUNTY AND RIDGES DEVELOPMENT INC / RIDGES AT HUNTER CREEK III LLC, REGARDING TENTATIVE SUBDIVISION MAP CASE NUMBER**

**Development Agreement regarding Tentative Subdivision Case Number TM16-005  
(Ridges At Hunter Creek)**

TM16-005 (RIDGES AT HUNTER CREEK) WHICH APPROVED (ON JULY 5, 2016) DEVELOPMENT OF A 53-LOT, SINGLE-FAMILY RESIDENTIAL, COMMON OPEN SPACE SUBDIVISION. LOTS RANGE IN SIZE FROM ±0.37 ACRES (±16,117 SQUARE FEET) TO ±2.3 ACRES (±100,188 SQUARE FEET). THIS AGREEMENT EXTENDS THE DEADLINE FOR FILING THE FIRST IN A SERIES OF FINAL SUBDIVISION MAPS FROM JULY 5, 2020 TO JULY 5, 2022. THE SUBJECT SITE IS LOCATED SOUTH OF WOODCHUCK CIRCLE AND HUNTERS PEAK ROAD AND WEST OF HAWKEN DRIVE. THE SUBJECT SITE CONSISTS OF FOUR PARCELS TOTALING ±155.01 ACRES IN SIZE. THE MASTER PLAN DESIGNATIONS INCLUDE SUBURBAN RESIDENTIAL (SR), RURAL RESIDENTIAL (RR) AND RURAL (R). THE REGULATORY ZONES INCLUDE GENERAL RURAL (GR), LOW DENSITY SUBURBAN (LDS) AND HIGH DENSITY RURAL (HDR). THE PARCEL IS LOCATED WITHIN THE SOUTHWEST TRUCKEE MEADOWS AREA PLAN, AND IS SITUATED IN PORTIONS OF SECTIONS 19 AND 30, T19N, R19E, MDM, WASHOE COUNTY, NEVADA. (APNS: 041-650-07, 041-650-03, 041-671-02 & 041-662-12).

WHEREAS:

- A. A tentative subdivision map for the proposed Ridges at Hunter Creek Subdivision was approved by the Washoe County Planning Commission on July 5, 2016 as TM16-005; and
- B. The deadline for filing a final map under NRS 278.360 is July 5, 2020.
- 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 5, 2022; 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

Development Agreement regarding Tentative Subdivision Case Number TM16-005  
(Ridges At Hunter Creek)

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 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: ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN WASHOE COUNTY AND RIDGES DEVELOPMENT INC / RIDGES AT HUNTER CREEK III LLC, REGARDING TENTATIVE SUBDIVISION MAP CASE NUMBER TM16-005 (RIDGES AT HUNTER CREEK)**

Proposed on \_\_\_\_\_ (month) \_\_\_\_\_ (day), 2020.

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

Passed on \_\_\_\_\_ (month) \_\_\_\_\_ (day), 2020.

Vote:

Ayes:

Nays:

Absent:

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Bob Lucey, Chair  
County Commission

ATTEST:

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Nancy Parent, County Clerk

This ordinance shall be in force and effect from and after the 28th day of the month of August of the year 2020.

## EXHIBIT A to ORDINANCE

### AGREEMENT

THIS AGREEMENT (“Agreement”) is made by and between **RIDGES DEVELOPMENT INC.** and **RIDGES AT HUNTER CREEK III, LLC**, Nevada limited liability corporations (the “Landowner”), and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, (“County”).

#### **1. GENERAL.**

1.1 Property. The Landowner is the owner of real property located in Washoe County, Nevada known as Assessor’s Parcel Numbers 041-650-07, 041-671-02, 041-650-03 and 041-662-12 in Washoe County, Nevada (the “Property”) as more particularly described in Exhibit A, attached hereto, which is subject to County’s Southwest Truckee Meadows Area Plan.

1.2. Tentative Map. The Property has a County land use designation including General Rural, Low Density Suburban, and High Density Rural with a total number of residential dwelling units allowed by the existing land use designations being 53 common open space lots. On July 5, 2016 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. TM16-005 (The Ridges at Hunter Creek) (the “Tentative Map”). The development of the Property 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(e) 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 5, 2020. 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 5, 2020 to July 5, 2022 and thereby amend Condition 1(e) of the Tentative Map accordingly. The Agreement does not amend any other provisions of the Tentative Map, including remaining provisions of Condition 1(e) 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 5, 2020 deadline due to economic uncertainty related to the current pandemic and lending for construction becoming increasingly difficult. 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 278.0201 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 041-650-07, 041-671-02, 041-650-03 and 041-662-12 which is described in Exhibit A: Legal Description.

2.1.2. The duration of this Agreement shall be for two (2) years from the date of signing by the Board of County Commissioners, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement.

2.1.3. This agreement shall terminate and, except as otherwise provided herein, all original conditions of approval for TM16-005 shall be in full force and effect upon recordation of the final map or the first final map in a series. Changes in federal, state, or county law concerning public health, safety or welfare will apply to any final map or other permit. Final maps must then be filed in accordance with NRS 278.360.

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property pursuant to the Tentative Map is a 53-lot common open space development on 155.01 acres, which complies with the Property's land use designation.

2.1.5. The maximum height and size of the proposed buildings will comply with the Tentative Map.

2.1.6. The provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and the Code. As part of this Common Open Space Development existing roads and/or streets will provide access, to and through the common areas connecting to the Washoe County Michael D. Thompson trailhead near the northwesterly portion of the site. The common area will be owned and maintained by a homeowners' association. The developer has been working with the County and others as needed to provide and preserve adequate access to adjoining public (USFS) lands.

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

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

2.1.9 The 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(e) of the Tentative Map.

2.1.10 Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, Planning Commission's Action Order dated July 5, 2016 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 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 (Legal Description), and the successor shall assume the duties and obligations under this Agreement.

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

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

3.6 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. 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 Planning and Building 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:**

**RIDGES AT HUNTER CREEK III, LLC,  
a Nevada Limited Liability Corporation  
and  
RIDGES DEVELOPMENT INC, a  
Nevada Limited Liability Corporation**

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Chairman, Bob Lucey

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

**ATTEST:**

\_\_\_\_\_  
County Clerk

STATE OF NEVADA        )  
  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_ 20\_\_\_\_, by \_\_\_  
\_\_\_\_\_ as \_\_\_\_\_ of Ridges at Hunter Creek III,  
LLC, a Nevada limited liability corporation and Ridges Development, Inc, a Nevada limited liability  
corporation.

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

STATE OF NEVADA        )  
  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as Chair of Washoe County Commission, County of Washoe.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**Exhibit “A**

LEGAL DESCRIPTION OF PROJECT PROPERTY

### LEGAL DESCRIPTION

All that certain real property situate within the Southwest One-Quarter (SW 1/4) of Section Nineteen (19) and the North One-Half (N 1/2) of Section Thirty (30), Township Nineteen (19) North, Range Nineteen (19) East, Mount Diablo Base and Meridian, Washoe County, State of Nevada, being particularly described as follows:

**BEING** Parcel C-1 per Record of Survey No. 4965 recorded September 18, 2007 as File No. 3576232 in the Official Records of Washoe County, Nevada;

**TOGETHER WITH** Parcel 1-10 per Subdivision Tract Map No. 4833 recorded November 8, 2007 as File No. 3592599 in the Official Records of Washoe County, Nevada;

**ALSO TOGETHER WITH** Parcel 1 and Parcel 2 per Record of Survey No. 6141 recorded April 7, 2020 as File No. 5017331 in the Official Records of Washoe County, Nevada;

Prepared by:  
Wood Rodgers, Inc.  
1361 Corporate Boulevard  
Reno, NV 89502



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Daniel A. Bigrigg, P.L.S.  
Nevada Certificate No. 19716

**Exhibit "B"**

ACTION ORDER WITH CONDITIONS OF APPROVAL





## Planning Commission Action Order **Tentative Subdivision Map Case Number TM16-005**

**Decision:** **Approval with Conditions**

**Decision Date:** July 5, 2016

**Mailing/Filing Date:** July 8, 2016

**Property Owner:** Ridges at Hunter Creek LLC and Ridges Development Inc.  
Attn: Ranson Webster  
4345 Eagle Valley Circle  
Reno, NV 89519

**Assigned Planner:** Trevor Lloyd, Senior Planner  
Washoe County Community Services Department  
Planning and Development Division  
Phone: 775.328.3620  
E-Mail: [tlloyd@washoecounty.us](mailto:tlloyd@washoecounty.us)

**Tentative Map Case Number TM16-005 (The Ridges at Hunter Creek)** – Hearing, discussion, and possible action to approve the merger and re-subdivision of four parcels totaling 155.01 acres into a 53 lot common open space subdivision.

- **Applicant/Owner:** Ridges at Hunter Creek LLC. and Ridges Development Inc.
- **Location:** South of Woodchuck Circle and Hunters Peak Road and West of Hawken Drive
- **Assessor’s Parcel Numbers:** 041-671-01, 041-650-02, 041-662-12 & 41-650-03
- **Parcel Size:** 155.01 acres
- **Master Plan Category:** Suburban Residential (SR), Rural Residential (RR) and Rural(R)
- **Regulatory Zone:** General Rural (GR), Low Density Suburban (LDS) and High Density Rural (HDR)
- **Area Plan:** Southwest Truckee Meadows Area Plan
- **Citizen Advisory Board:** West Truckee Meadows
- **Development Code:** Article 408, Common Open Space Developments; Article 424, Hillside Development; and, Article 608, Tentative Subdivision Maps
- **Commission District:** 1 – Commissioner Berkbigler
- **Section/Township/Range:** Section 19 & 30, T19N, R19E, MDM, Washoe County, NV

Notice is hereby given that the Washoe County Planning Commission granted approval with conditions as modified at the July 5, 2016 public hearing of the above referenced case number based on the findings in accordance with Washoe County Development Code Article 408, Common Open Space

To: Ridges at Hunter Creek LLC and Ridges Development Inc.  
Subject: TM16-005  
Date: July 8, 2016  
Page: 2

Developments, Article 424, Hillside Development, and Article 608, Tentative Subdivision Maps. If no appeals have been filed within 10 calendar days after the Mailing/Filing date shown on this Action Order, 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. An appeal shall be filed in accordance with the provisions found in Article 912 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:

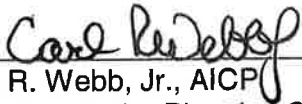
- 1) Plan Consistency. That the proposed map is consistent with the Master Plan and any specific plan;
- 2) Design or Improvement. That the design or improvement of the proposed subdivision is consistent with the Master Plan and any specific plan;
- 3) Type of Development. That the site is physically 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 is issued 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. Any 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: Ridges at Hunter Creek LLC and Ridges Development Inc.  
Subject: TM16-005  
Date: July 8, 2016  
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/TL/ks

xc:

Applicant/Owner: Ridges at Hunter Creek LLC and Ridges Development Inc. Attn: Ranson Webster, 4345 Eagle Valley Circle, Reno, NV 89519

Representative: Wood Rodgers, Inc. Attn: Melissa Lindell, 5440 Reno Corporate Drive, Reno, NV 89511

Other Contact: Wood Rodgers, Inc. Attn: Steve Strickland, 5440 Reno Corporate Drive, Reno, NV 89511

Action Order xc: Nathan Edwards, Esq., District Attorney's Office; Keirsten Beck, Assessor's Office (CAAS); Josh Wilson, Assessor's Office; Tim Simpson, Utilities; Walt West, Engineering Division; Amy Ray, Truckee Meadows Fire Protection District; Nevada Division of Environmental Protection, 901 South Stewart Street, Suite. 4001, Carson City, NV 89701-5249; Regional Transportation Commission, Attn: Rebecca Kapuler and Daniel Doenges; Truckee Meadows Regional Planning Agency, One East First Street, Suite 900, Reno, NV 89501-1625; West Truckee Meadows Citizen Advisory Board, Chair.



# Conditions of Approval

Tentative Subdivision Map Case Number TM16-005

The project approved under Tentative Subdivision Map Case Number TM16-005 shall be carried out in accordance with the Conditions of Approval granted by the Planning Commission on July 5, 2016. Conditions of Approval are requirements placed on a permit or development by each reviewing agency. These Conditions of Approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable Codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

**Unless otherwise specified**, all conditions related to the approval of this Tentative 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 agencies.**

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

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

- **The WASHOE COUNTY SCHOOL DISTRICT is directed and governed by its own Board. Therefore, any conditions set by the Washoe County School District must be appealed to their School Board.**

<p><b>STANDARD CONSIDERATIONS FOR SUBDIVISIONS</b>  <b>Nevada Revised Statutes 278.349</b></p>
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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** – Trevor Lloyd, 775.328.3620

- a. The applicant shall demonstrate substantial conformance to the plans approved as part of this special use permit.
- b. The tentative map shall be in substantial compliance with the Approved Tentative Map and provisions of Washoe County Development Code Article 608, Common Open Space Development, and Article 608, Tentative Subdivision Maps.

<b>Regulatory Zone for Review Purposes</b>	<b>General Rural (GR) Low Density Suburban (LDS) High Density Rural (HDR)</b>
Minimum Lot Area Proposed	Common Open Space Development
Minimum Lot Width	Common Open Space Development
Minimum Front Yard	30 feet
Minimum Side Yard	12 feet
Minimum Rear Yard	30 feet
Maximum Building Height	35 feet

Notes: Variances to these standards may be processed per Washoe County Code.

- c. 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.
- d. 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.
- e. 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 extension request is received prior to the expiration date.
- f. 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.
- g. All final maps shall contain the applicable portions of the following Jurat:

The Tentative Map for TM16-005 (The Ridges at Hunter Creek)  
was APPROVED BY THE WASHOE COUNTY PLANNING  
COMMISSION ON JULY 5, 2016.

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 FIRST FINAL MAP FOR THIS TENTATIVE MAP WAS APPROVED AND ACCEPTED FOR RECORDATION ON date of Planning and Development Director's signature on first final map. THE MOST RECENTLY RECORDED FINAL MAP WAS APPROVED AND ACCEPTED FOR RECORDATION ON date of Planning and Development Director's signature on most recent final map. (If an extension has been granted after that date – add the following): A TWO YEAR EXTENSION OF TIME FOR THE TENTATIVE MAP WAS APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON \_\_\_\_\_.

THE NEXT FINAL MAP FOR <TM CASE NUMBER> MUST BE APPROVED AND ACCEPTED FOR RECORDATION BY THE PLANNING AND DEVELOPMENT 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 DIRECTOR. THE OFFER OF DEDICATION FOR STREETS, SEWERS, ETC. IS REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NRS CHAPTER 278.

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WILLIAM H. WHITNEY, DIRECTOR,  
PLANNING AND DEVELOPMENT DIVISION

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

- 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. Failure to comply with the conditions of approval shall render this approval null and void.
- o. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be submitted to the Planning and Development 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.
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.
  11. Slopes shall be three (3) horizontal to one (1) vertical (3:1) or flatter.
  12. 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.
  13. Development of slopes in excess of thirty (30) percent is prohibited.
- p. 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.
  - q. In coordination with the Washoe County Health Department, the University of Nevada Cooperative Extension, and/or the Washoe-Storey Conservation District, the applicant shall prepare and submit a noxious weeds control plan.
  - r. The final map shall identify all areas of general rural (GR) regulatory zone within all residential lots and a note shall be placed on the map shall state that no structures shall be placed within any area identified as GR.
  - s. The final map shall contain the following note: No structures shall be placed within 10 feet from the edge of the transmission line easement.

**Washoe County Engineering and Capital Projects Division**

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

**Contact Name – Walt West, 775.328.2310**

- 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 and Capital Projects 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 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.
- j. Any roadway crossings of overhead power facilities shall be designed in accordance with NV Energy standards. Prior the recordation of any affected map, a letter from NV Energy shall be provided to the County Engineer approving the design and location of roadways with respect the overhead utility lines. The County Engineer shall determine compliance with this condition. (modified during the July 5, 2016 Planning Commission public hearing)
- k. Existing overhead power lines, such as those that traverse lots 8 through 11 and lot 53 shall be relocated underground and easements abandoned with the

recordation of the final map. The County Engineer shall determine compliance with this condition.

### **Drainage**

- l. 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.
- m. 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.
- n. 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.
- o. 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 and Capital Projects Division.
- p. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage leaving the site to the satisfaction of the Engineering Division.
- q. DELETE (removed during the July 5, 2016 Planning Commission public hearing)
- r. 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.
- s. 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.
- t. 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. As an alternative to a homeowners association, the developer may request the establishment of a County Utility Service Area under which fees would be paid for maintenance of the proposed storm drainage detention facility. The fee amount will be based on the additional service above that normally provided by the County to maintain new stormwater facilities dedicated by the developer (i.e., curb and gutter, drop inlets and piping). The County Engineer shall determine compliance with this condition. 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.

- u. 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.
- v. A note on all affected final maps shall state that the owner, buyers, assigns or interest holders of any lots hereon, hereby agree that all existing irrigation flows crossing these parcels shall be perpetuated. Any legal rights to water from the ditches crossing this property shall be honored and the right of access for maintenance and operation will not be denied to valid holders of those rights. 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. Any increase in stormwater runoff resulting from the development and based on the 5 year and 100 year storm(s) shall be detained onsite. The detention facility shall be owned and maintained by a homeowners association. The County Engineer shall determine compliance with this condition.
- z. Any rights-of-way/easements for irrigation ditches or water supply ditches, associate structures and their maintenance shall be reserved with the finalization of the affected final map or prior to issuance of a grading permit. Any relocation of irrigation or water supply facilities shall maintain the quantity, quality, elevation and point of delivery of the ditch unless an alternate alignment and discharge point is approved by the owners of the irrigation and water supply facilities. The County Engineer shall determine compliance with this condition.
- aa. Common Area or offsite drainage draining onto residential lots shall be perpetuated through or around residential lots and drainage facilities capable of passing a 100-year storm shall be designed with the subdivision improvements to perpetuate the storm water runoff to improved or natural drainage facilities. The County Engineer shall determine compliance with this condition. (modified during the July 5, 2016 Planning Commission public hearing)

### ***Traffic and Roadways***

#### Discussion

The application indicates that the project roadways may be public roads. The existing Phase 1 was recorded and improved with private streets having 36' wide easements. Should the applicant want Phase 2 roadways to be offered for dedication to Washoe County and maintained as public roadways, all existing streets within Phase 1 shall meet current Washoe County standards including an offer of dedication of right-of-way,

pavement width, repair and sealing of existing pavement as directed by the County Engineer, structural section thickness, construction of structural retaining walls adjacent to right-of-ways, and construction of concrete sidewalks

- bb. 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.
- cc. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
- 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.
- 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. All 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. No retaining walls that retain soil from the County right-of-way or private right-of-way shall be located within a plowed snow storage easement. The County Engineer shall determine compliance with this condition.
- ii. The conditions, covenants and restrictions (CC&Rs) shall prominently note to the satisfaction of the District Attorney's Office and the County Engineer that Washoe County will not assume responsibility for maintenance of the development's private street system or accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of the offer of dedication.
- jj. Adequate snow storage easements shall be identified on the final plat. The County Engineer shall determine compliance with this condition.
- kk. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet AASHTO sight distances and safety guidelines. A minimum vertical clearance of 13.5 feet shall be maintained over all

private streets, and no tree shall overhang the curb of any public street. The County Engineer shall determine compliance with this condition.

- ll. The diameter of the cul-de-sac bulb island and anything located within the island, such as landscaping, parking, etc., shall be designed to provide safe sight distances and an adequate turning radius for garbage trucks, snow plows and moving vans. The County Engineer shall determine compliance with this condition.
- mm. If the Engineering Division does not inspect the subdivision improvements, prior to release of any financial assurances for the private improvements, the development shall provide the Engineering Division with a letter prepared by a civil engineer licensed in the State of Nevada, certifying that the private improvements have been constructed in accordance with the approved plans. The County Engineer shall determine compliance with this condition.
- nn. If the project roadways for this tentative map are to be publically owned and maintained by Washoe County, all existing roadways within The Ridges at Hunter Creek Phase 1 development shall meet Washoe County Standards including but not limited to the following:
  - i) Existing roadway right-of-ways shall be offered for dedication to Washoe County being a minimum of 42 feet in width.
  - ii) All streets shall meet standard width requirements with Type 1 curb and gutter and sidewalk in accordance with Washoe County Code requirements.
  - iii) Any roadway improvements comprised of concrete block pavers shall be removed and replaced with standard asphaltic or concrete paving. Alternatively, in lieu of concrete paver removal and roadway reconstruction, the County may allow for maintenance of pavers by a Home Owners Association.
  - iv) All existing roadway islands shall be located in right-of-way granted to Washoe County and a revocable encroachment permit shall be obtained from Washoe County.
  - v) All existing rockery walls that are adjacent to, provide support for or retain soil from the County right-of-way shall not be allowed and shall be re-constructed of reinforced masonry block or reinforced concrete and designed by an engineer licensed in the State of Nevada.

### **Washoe County Utilities**

- 3. The following conditions are requirements of Washoe County Utilities, which shall be responsible for determining compliance with these conditions.

**Contact Name** – Tim Simpson, 775.954.4648

- a. All fees shall be paid in accordance with Washoe County Ordinance prior to the approval of each final map.

- b. Applicant shall conform to all conditions imposed by intergovernmental agreements required to provide sewer service to the subject project, and, if required, be a party to any such agreements.
- c. Improvement plans shall be submitted and approved by CSD prior to approval of the final map. They shall be in compliance with Washoe County Design Standards and be designed by a Professional Engineer licensed to practice in the State of Nevada.
- d. The Applicant shall submit an electronic copy of the street and lot layout for each final map at initial submittal time. The files must be in a format acceptable to Washoe County.
- e. Approved improvement plans shall be used for the construction of on-site and off-site sanitary sewer collection systems. The CSD will be responsible to inspect the construction of the sanitary sewer collection systems.
- f. Any on-site or off-site previously constructed sanitary sewer collection system not previously accepted by Washoe County shall be adequately flushed, vacuum tested, and video inspected to the satisfaction of the CSD.
- g. The sanitary sewer collection systems must be offered for dedication to Washoe County along with the recordation of each final map.
- h. Easements and real property for all sanitary sewer collection systems and appurtenances shall be offered for dedication to Washoe County along with the recordation of each final map.
- i. A master sanitary sewer report for the entire tentative map shall be prepared and submitted by the applicant's engineer at the time of the initial submittal for the first final map which addresses:
  - i. the estimated sewage flows generated by this project,
  - ii. projected sewage flows from potential or existing development within tributary areas,
  - iii. the impact on capacity of existing infrastructure,
  - iv. slope of pipe, invert elevation and rim elevation for all manholes proposed collection line sizes, on-site and off-site alignment, and half-full velocities.
- j. No Certificate of Occupancy will be issued until all the potable water and sewer collection facilities necessary to serve each final map have been completed and accepted.
- k. No permanent structures (including rockery or retaining walls, building's, etc.) shall be allowed within or upon any County maintained utility easement.
- l. A minimum 30-foot sanitary sewer and access easement shall be dedicated to Washoe County over any facilities not located in a dedicated right of way.
- m. A minimum 12-foot wide all weather sanitary sewer access road shall be constructed to facilitate access to off-site sanitary sewer manholes



**Washoe County Health District**

4. The following conditions are requirements of the Health District, 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** – James English and J.L. Shaffer, 775.328.2434

- a. A Water Project per NAC 445A.66695 must be submitted and approved by this Division. Prior to any water system construction, a complete water system plan and Water Project submittal for the referenced proposal must be submitted to this Division. The plan must show that the water system will conform to the State of Nevada Public Water Supply Regulations, NAC Chapter NAC 445A.65505 to 445A.6731, inclusive.
  - i. The application for a Water Project shall conform to the requirements of NAC 445A.66695.
  - ii. Two copies of complete construction 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 final grading, utilities, and improvements for the proposed application.
- b. Mass grading may proceed after approval of a favorable review by this Division of a separate mass grading permit application. The application shall include a Truckee Meadows Water Authority annexation and onsite water discovery if applicable.
- c. Prior to approval of any building or site permit for this project, any septic systems on the subject properties shall be abandoned in compliance with the Washoe County Health District Regulations Governing Sewage, Wastewater and Sanitation.
- d. If private streets are proposed for this subdivision the private catch basins will require a water quality insert placed within all basins to improve water quality downstream and prevent mosquitoes from colonizing this infrastructure (Health Regulations Governing the Prevention of Vector-Borne Diseases 040.013).
- e. With rockery walls proposed, the voids in the rockery wall shall be filled by placing smaller rock within the face of the wall for the entire height of the wall (Health Regulations Governing the Prevention of Vector-Borne Diseases 040.081).
- f. If roadside ditches are proposed for the project, the flow line of this infrastructure shall be lined with 4-6 inch rock (Health Regulations Governing the Prevention of Vector-Borne Diseases 040.021).
- g. Prior to the sign off of the building plans the above detail designs are required on the plans and a scheduled compliance inspection with the Vector-Borne Diseases Program is required for the above condition(s).

**Truckee Meadows Fire Protection District (TMFPD)**

5. The following conditions are requirements of the Truckee Meadows Fire Protection District, which shall be responsible for determining compliance with these conditions.

**Contact Name – Amy Ray, 775.326.6000**

- a. Any developments on the property shall meet the requirements of WCC 60.
- b. Plans shall be submitted for review and approval to TMFPD.
- c. A Vegetation Management Plan is required for the project in accordance with the requirements of the *International Wildland Urban Interface Code, 2012 Ed.* shall be submitted for approval by TMFPD.
- d. HOA and CC& R requirements and conditions shall be submitted for review, comment and approval by TMFPD prior to recording, adoption and use.
- e. Open spaces and drainages shall be maintained in accordance with WC Code 60, the Vegetation Management Plan and conditions placed in the HOA and CC&R documents, ensuring vegetation management and maintenance in those areas.

**Washoe County Parks and Open Space**

6. The following conditions are requirements of the Washoe County Parks and Open Space, which shall be responsible for determining compliance with these conditions.

**Contact Name – Dennis Troy, 775.328.2059**

- a. Washoe County Parks has been working closely with the United States Forest Service (USFS) to improve the trail crossing at Hunter Creek. The existing USFS fire access road is not conducive to trail users and is inaccessible during periods of high flows (Spring runoff, storm periods, etc.). The County would like to expand the existing easement boundaries (Easement Document #3592575) to include an area for a future alignment of a non-motorized pedestrian bridge over Hunter Creek. Please see attachment "A" for this proposed alignment. The County has committed staff resources to prepare these legal descriptions.
- b. It is the County's desire that the applicant provide a relocatable trail easement to Washoe County such that a future trail alignment can correspond with the USFS trails plan. Preliminary discussions with the USFS have identified a trail alignment on the adjacent property to the south of APN 041-650-02. The trail would ultimately tie into the Hunter Creek trail system and need to cross a portion of APN 041-650-02.

**Washoe County School District**

7. The following condition(s) are requirements of the Washoe County School District, which shall be responsible for determining compliance with these conditions.

**Contact Name – Mike Boster, 775.789.3810**

- a. A disclosure shall be made by the developer to each homebuyer on their closing documents that K-12 students in this subdivision may be assigned to the nearest WCSD school(s) with available capacity in the event that the zoned schools cannot accommodate additional students.

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

Attachment C

Prepared for

Prepared by



**WOOD RODGERS**

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
1361 Corporate Blvd • Reno, NV 89502 • Tel: 775.823.4068 • [www.woodrogers.com](http://www.woodrogers.com)



# Ridges at Hunter Creek Amendment of Conditions – Development Agreement

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## Table of Contents

### Section 1

- ❖ Washoe County Development Application
  - Owner/Applicant Affidavits
- ❖ Amendment of Conditions Application
- ❖ Proof of Property Tax Payment
- ❖ Subdivision Map
- ❖ Legal Description

### Section 2

- ❖ Development Agreement
- ❖ Tentative Map Action Order

# Section 1

## Washoe County Development Application

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

<b>Project Information</b>		Staff Assigned Case No.: _____	
Project Name: <b>The Ridges at Hunter Creek</b>			
Project Description: Amendment to tentative map condition 1(e) of TM16-005 to extend time for recording the first final map for two years via a development agreement.			
Project Address:			
Project Area (acres or square feet): 155.01 acres			
Project Location (with point of reference to major cross streets <b>AND</b> area locator): <b>south of Woodchuck Circle and Hunters Peak Road and West of Hawken Drive</b>			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
041-650-07	35.16	041-650-03	42.5
041-671-02	69.07	041-662-12	8.2
Indicate any previous Washoe County approvals associated with this application: Case No.(s). TM160005			
<b>Applicant Information (attach additional sheets if necessary)</b>			
<b>Property Owner:</b>		<b>Professional Consultant:</b>	
Name: Ridges Development Inc/Ridges at Hunter Creek III LLC		Name: Wood Rodgers, Inc	
Address: 4345 Eagle Valley Circle		Address: 1361 Corporate Boulevard	
Reno, NV	Zip: 89519	Reno, NV	Zip: 89502
Phone:	Fax:	Phone: 775-823-5258	Fax:
Email: rdickson@dicksonrealty.com		Email: shuggins@woodrodgers.com	
Cell: 775-742-2120	Other:	Cell:	Other:
Contact Person: Ranson Webster/Rebecca Dickson		Contact Person: Stacie Huggins	
<b>Applicant/Developer:</b>		<b>Other Persons to be Contacted:</b>	
Name: SAME AS ABOVE		Name: Wood Rodgers, Inc	
Address:		Address: 1361 Corporate Blvd	
	Zip:	Reno, NV	Zip: 89502
Phone:	Fax:	Phone: 775-823-4050	Fax:
Email:		Email: sstrickland@woodrodgers.com	
Cell:	Other:	Cell:	Other:
Contact Person:		Contact Person: Steve Strickland	
<b>For Office Use Only</b>			
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

### Property Owner Affidavit

**Applicant Name:** Ridges Development Inc

The receipt of this application at the time of submittal does not guarantee the application complies with all requirements of the Washoe County Development Code, the Washoe County Master Plan or the applicable area plan, the applicable regulatory zoning, or that the application is deemed complete and will be processed.

STATE OF <sup>California</sup> NEVADA )  
COUNTY OF <sup>Riverside</sup> WASHOE )

I, RANSOM WEBSTER  
(please print name)

being duly sworn, depose and say that I am the owner\* of the property or properties involved in this application as listed below and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true, and correct to the best of my knowledge and belief. I understand that no assurance or guarantee can be given by members of Planning and Building.

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

Assessor Parcel Number(s): 041-650-07, 041-671-02, 041-650-03, and 041-662-12

Printed Name RANSOM WEBSTER

Signed [Signature]

Address 4845 EAGLE VALLEY CIR RENO NV

Subscribed and sworn to before me this 5 day of May, 2020.

(Notary Stamp)

Lauren Mae Hermes  
Notary Public in and for said county and state

My commission expires: April 12, 2023



\*Owner refers to the following: (Please mark appropriate box.)

- Owner
- Corporate Officer/Partner (Provide copy of record document indicating authority to sign.)
- Power of Attorney (Provide copy of Power of Attorney.)
- Owner Agent (Provide notarized letter from property owner giving legal authority to agent.)
- Property Agent (Provide copy of record document indicating authority to sign.)
- Letter from Government Agency with Stewardship



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 5  
day of May, 2020, by Ransom W. Webster

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature [Handwritten Signature]

## Amendment of Conditions Application Supplemental Information

(All required Information may be separately attached)

### Required Information

1. The following information is required for an Amendment of Conditions:
  - a. Provide a written explanation of the proposed amendment, why you are asking for the amendment, and how the amendment will modify the approval.
  - b. Identify the specific Condition or Conditions that you are requesting to amend.
  - c. Provide the requested amendment language to each Condition or Conditions, and provide both the **existing** and **proposed condition(s)**.

This amendment seeks to extend the time for presenting to the Planning Commission a first final map from July 5, 2020 to July 5, 2022. Condition 1(e) of TM16-005 for The Ridges at Hunter Creek states that the first final map must be presented within four (4) years after the date of approval of the tentative map. The Action Order of the Planning Commission is dated July 5, 2016. The condition tracks the requirement of NRS 278.360(a)(a), except that subsection allows a longer period of time if provided in a development agreement pursuant to NRS 278.0201. Therefore, to comply with state law, a development agreement between Washoe County and the applicant to extend the requirement of Condition 1(e) of TM16-005 to present a first final map from four (4) years to six (6) years is requested. The proposed Development Agreement and a copy of the Action Order are attached.

2. Describe any potential impacts to public health, safety, or welfare that could result from granting the amendment. Describe how the amendment affects the required findings as approved.

At this time the client is in the process of getting a final map for 22 lots approved along with the subdivision improvement plans. The final map and subdivision improvement plans are nearing the final stages of review with Washoe County. However, due to the economic uncertainty related to the current pandemic, potential buyers are pulling back and lending for construction is becoming increasingly difficult. In addition, while agencies are doing a good job of keeping projects moving forward, there are logistical challenges working in this environment which adds time to the normal processing time making recordation by the current expiration date uncertain. This agreement will provide an assurance that if the final map has not recorded by July 5, 2020 the tentative map will not expire.

The amendment will have a positive impact on public health, safety and welfare by preserving the tentative map to effectuate the zoning on the property. If the map expires, a new application for a tentative map will be necessary creating unnecessary expense and delay to the applicant and the County which can be avoided by approving this amendment.

Washoe County Treasurer  
P.O. Box 30039, Reno, NV 89520-3039  
ph: (775) 328-2510 fax: (775) 328-2500  
Email: tax@washocounty.us

**Washoe County Treasurer**  
**Tammi Davis**

Account Detail

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**CollectionCart**

Collection Cart	Items	Total	<a href="#">Checkout</a>	<a href="#">View</a>
	0	\$0.00		

**Pay Online**

**Washoe County Parcel Information**

Parcel ID	Status	Last Update
04166212	Active	4/30/2020 2:10:14 AM

**Current Owner:**  
RIDGES DEVELOPMENT INC  
  
4345 EAGLE VALLEY CIR  
RENO, NV 89519

**SITUS:**  
1005 HUNTER FALLS CIR  
WCTY NV

**Taxing District**  
4000

**Geo CD:**

**Tax Bill (Click on desired tax year for due dates and further details)**

Tax Year	Net Tax	Total Paid	Penalty/Fees	Interest	Balance Due
2019	\$1,601.35	\$1,601.35	\$0.00	\$0.00	\$0.00
2018	\$1,528.02	\$1,543.30	\$0.00	\$0.00	\$0.00
2017	\$1,466.43	\$1,466.43	\$0.00	\$0.00	\$0.00
2016	\$1,429.68	\$1,429.68	\$0.00	\$0.00	\$0.00
2015	\$1,426.69	\$1,426.69	\$0.00	\$0.00	\$0.00
<b>Total</b>					<b>\$0.00</b>

**Disclaimer**

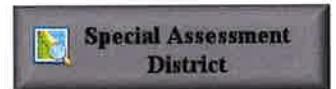
- **ALERTS:** If your real property taxes are delinquent, the search results displayed may not reflect the correct amount owing. Please contact our office for the current amount due.
- For your convenience, online payment is available on this site. E-check payments are accepted without a fee. However, a service fee does apply for online credit card payments. See Payment Information for details.

**Pay By Check**

Please make checks payable to:  
**WASHOE COUNTY TREASURER**

**Mailing Address:**  
P.O. Box 30039  
Reno, NV 89520-3039

**Overnight Address:**  
1001 E. Ninth St., Ste D140  
Reno, NV 89512-2845



Washoe County Treasurer  
P.O. Box 30039, Reno, NV 89520-3039  
ph: (775) 328-2510 fax: (775) 328-2500  
Email: tax@washoecounty.us

Washoe County Treasurer  
Tammi Davis

Account Detail

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**Disclaimer**

- **ALERTS:** If your real property taxes are delinquent, the search results displayed may not reflect the correct amount owing. Please contact our office for the current amount due.
- For your convenience, online payment is available on this site. E-check payments are accepted without a fee. However, a service fee does apply for online credit card payments. See Payment Information for details.

**CollectionCart**

Collection Cart	Items	Total	<a href="#">Checkout</a>	<a href="#">View</a>
	0	\$0.00		

**Pay Online**

**Washoe County Parcel Information**

Parcel ID	Status	Last Update
04165003	Active	4/30/2020 2:10:14 AM

**Current Owner:**  
RIDGES AT HUNTER CREEK III LLC  
  
4345 EAGLE VALLEY CIR  
RENO, NV 89519

**SITUS:**  
0 UNSPECIFIED  
WCTY NV

**Taxing District**  
4000

**Geo CD:**

**Tax Bill (Click on desired tax year for due dates and further details)**

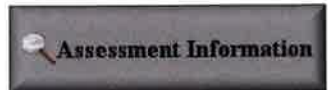
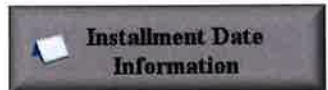
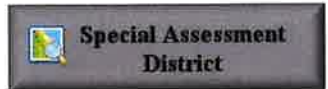
Tax Year	Net Tax	Total Paid	Penalty/Fees	Interest	Balance Due
2019	\$852.13	\$852.13	\$0.00	\$0.00	\$0.00
2018	\$813.11	\$821.24	\$0.00	\$0.00	\$0.00
2017	\$780.34	\$780.34	\$0.00	\$0.00	\$0.00
2016	\$760.98	\$760.98	\$0.00	\$0.00	\$0.00
2015	\$760.69	\$760.69	\$0.00	\$0.00	\$0.00
<b>Total</b>					<b>\$0.00</b>

**Pay By Check**

Please make checks payable to:  
**WASHOE COUNTY TREASURER**

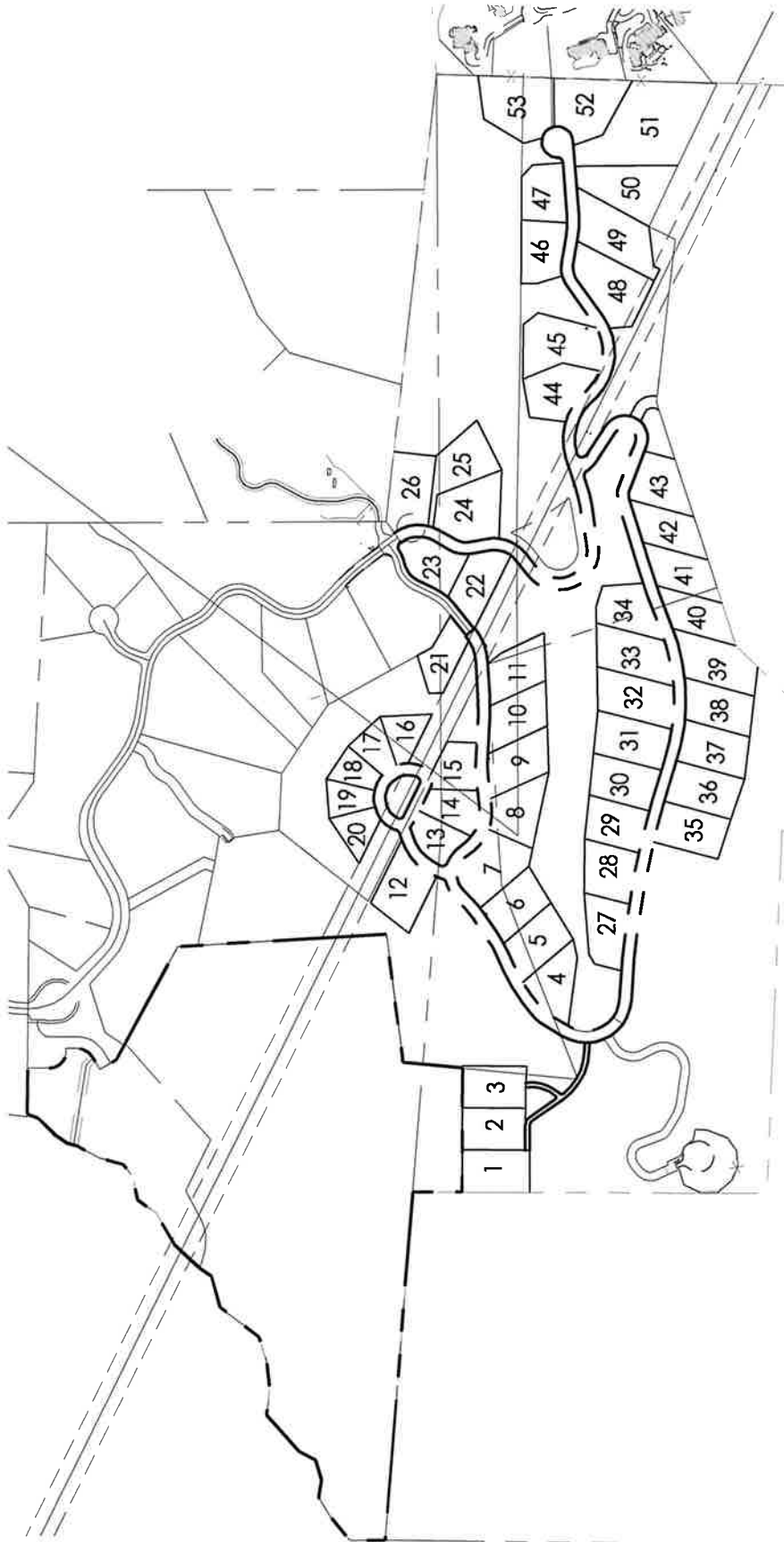
**Mailing Address:**  
P.O. Box 30039  
Reno, NV 89520-3039

**Overnight Address:**  
1001 E. Ninth St., Ste D140  
Reno, NV 89512-2845



# THE RIDGES AT HUNTER CREEK PHASE II

WASHOE COUNTY, NEVADA  
APRIL, 2020



**WOOD RODGERS**  
DEVELOPING INNOVATIVE DESIGN SOLUTIONS  
8440 Reno Corporate Drive Tel 775.929.4098  
Reno, NV 89511 Fax 775.929.4098



### LEGAL DESCRIPTION

All that certain real property situate within the Southwest One-Quarter (SW 1/4) of Section Nineteen (19) and the North One-Half (N 1/2) of Section Thirty (30), Township Nineteen (19) North, Range Nineteen (19) East, Mount Diablo Base and Meridian, Washoe County, State of Nevada, being particularly described as follows:

**BEING** Parcel C-1 per Record of Survey No. 4965 recorded September 18, 2007 as File No. 3576232 in the Official Records of Washoe County, Nevada;

**TOGETHER WITH** Parcel 1-10 per Subdivision Tract Map No. 4833 recorded November 8, 2007 as File No. 3592599 in the Official Records of Washoe County, Nevada;

**ALSO TOGETHER WITH** Parcel 1 and Parcel 2 per Record of Survey No. 6141 recorded April 7, 2020 as File No. 5017331 in the Official Records of Washoe County, Nevada;

Prepared by:  
Wood Rodgers, Inc.  
1361 Corporate Boulevard  
Reno, NV 89502



---

Daniel A. Bigrigg, P.L.S.  
Nevada Certificate No. 19716

# Section 2

## **AGREEMENT**

THIS AGREEMENT (“Agreement”) is made by and between **RIDGES DEVELOPMENT INC.** and **RIDGES AT HUNTER CREEK III, LLC**, Nevada limited liability corporations (the “Landowner”), and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, (“County”).

### **1. GENERAL.**

1.1 **Property.** The Landowner is the owner of real property located in Washoe County, Nevada known as Assessor’s Parcel Numbers 041-650-07, 041-671-02, 041-650-03 and 041-662-12 in Washoe County, Nevada (the “Property”) as more particularly described in Exhibit A, attached hereto, which is subject to County’s Southwest Truckee Meadows Area Plan.

1.2. **Tentative Map.** The Property has a County land use designation including General Rural, Low Density Suburban, and High Density Rural with a total number of residential dwelling units allowed by the existing land use designations being 53 common open space lots. On July 5, 2016 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. TM16-005 (The Ridges at Hunter Creek) (the “Tentative Map”). The development of the Property 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(e) 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 5, 2020. 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 5, 2020 to July 5, 2022 and thereby amend Condition 1(e) of the Tentative Map accordingly. The Agreement does not amend any other provisions of the Tentative Map, including remaining provisions of Condition 1(e) 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 5, 2020 deadline due to economic uncertainty related to the current pandemic and lending for construction becoming increasingly difficult. 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 278.0201 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 041-650-07, 041-671-02, 041-650-03 and 041-662-12 which is described in Exhibit A: Legal Description.

2.1.2. The duration of this Agreement shall be for two (2) years from the date of signing by the Board of County Commissioners, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement.

2.1.3. This agreement shall terminate and, except as otherwise provided herein, all original conditions of approval for TM16-005 shall be in full force and effect upon recordation of the final map or the first final map in a series. Changes in federal, state, or county law concerning public health, safety or welfare will apply to any final map or other permit. Final maps must then be filed in accordance with NRS 278.360.

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property pursuant to the Tentative Map is a 53-lot common open space development on 155.01 acres, which complies with the Property's land use designation.

2.1.5. The maximum height and size of the proposed buildings will comply with the Tentative Map.

2.1.6. The provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and the Code. As part of this Common Open Space Development existing roads and/or streets will provide access, to and through the common areas connecting to the Washoe County Michael D. Thompson trailhead near the northwesterly portion of the site. The common area will be owned and maintained by a homeowners' association. The developer has been working with the County and others as needed to provide and preserve adequate access to adjoining public (USFS) lands.

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

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

2.1.9 The 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(e) of the Tentative Map.

2.1.10 Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, Planning Commission's Action Order dated July 5, 2016 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 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 (Legal Description), and the successor shall assume the duties and obligations under this Agreement.

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

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

3.6 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. 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:**

**RIDGES AT HUNTER CREEK III, LLC,  
a Nevada Limited Liability Corporation  
and  
RIDGES DEVELOPMENT INC, a  
Nevada Limited Liability Corporation**

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY:**

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

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

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

**ATTEST:**

\_\_\_\_\_  
County Clerk

STATE OF NEVADA        )  
                                  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_ 20\_\_\_\_, by \_\_\_  
\_\_\_\_\_ as \_\_\_\_\_ of Ridges at Hunter Creek III,  
LLC, a Nevada limited liability corporation and Ridges Development, Inc, a Nevada limited liability  
corporation.

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

STATE OF NEVADA        )  
                                  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_, 20, by  
\_\_\_\_\_, as Director of Community Development, County of Washoe.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**Exhibit “A**

**LEGAL DESCRIPTION OF PROJECT PROPERTY**

**Exhibit "B"**

ACTION ORDER WITH CONDITIONS OF APPROVAL



## Planning Commission Action Order **Tentative Subdivision Map Case Number TM16-005**

**Decision:** **Approval with Conditions**

**Decision Date:** July 5, 2016

**Mailing/Filing Date:** July 8, 2016

**Property Owner:** Ridges at Hunter Creek LLC and Ridges Development Inc.  
Attn: Ranson Webster  
4345 Eagle Valley Circle  
Reno, NV 89519

**Assigned Planner:** Trevor Lloyd, Senior Planner  
Washoe County Community Services Department  
Planning and Development Division  
Phone: 775.328.3620  
E-Mail: [tlloyd@washoecounty.us](mailto:tlloyd@washoecounty.us)

**Tentative Map Case Number TM16-005 (The Ridges at Hunter Creek)** – Hearing, discussion, and possible action to approve the merger and re-subdivision of four parcels totaling 155.01 acres into a 53 lot common open space subdivision.

- **Applicant/Owner:** Ridges at Hunter Creek LLC. and Ridges Development Inc.
- **Location:** South of Woodchuck Circle and Hunters Peak Road and West of Hawken Drive
- **Assessor’s Parcel Numbers:** 041-671-01, 041-650-02, 041-662-12 & 41-650-03
- **Parcel Size:** 155.01 acres
- **Master Plan Category:** Suburban Residential (SR), Rural Residential (RR) and Rural(R)
- **Regulatory Zone:** General Rural (GR), Low Density Suburban (LDS) and High Density Rural (HDR)
- **Area Plan:** Southwest Truckee Meadows Area Plan
- **Citizen Advisory Board:** West Truckee Meadows
- **Development Code:** Article 408, Common Open Space Developments; Article 424, Hillside Development; and, Article 608, Tentative Subdivision Maps
- **Commission District:** 1 – Commissioner Berkbigler
- **Section/Township/Range:** Section 19 & 30, T19N, R19E, MDM, Washoe County, NV

Notice is hereby given that the Washoe County Planning Commission granted approval with conditions as modified at the July 5, 2016 public hearing of the above referenced case number based on the findings in accordance with Washoe County Development Code Article 408, Common Open Space



To: Ridges at Hunter Creek LLC and Ridges Development Inc.  
Subject: TM16-005  
Date: July 8, 2016  
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Developments, Article 424, Hillside Development, and Article 608, Tentative Subdivision Maps. If no appeals have been filed within 10 calendar days after the Mailing/Filing date shown on this Action Order, 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. An appeal shall be filed in accordance with the provisions found in Article 912 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:

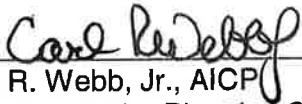
- 1) Plan Consistency. That the proposed map is consistent with the Master Plan and any specific plan;
- 2) Design or Improvement. That the design or improvement of the proposed subdivision is consistent with the Master Plan and any specific plan;
- 3) Type of Development. That the site is physically 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 is issued 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. Any 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: Ridges at Hunter Creek LLC and Ridges Development Inc.  
Subject: TM16-005  
Date: July 8, 2016  
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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/TL/ks

xc:

Applicant/Owner: Ridges at Hunter Creek LLC and Ridges Development Inc. Attn: Ranson Webster, 4345 Eagle Valley Circle, Reno, NV 89519

Representative: Wood Rodgers, Inc. Attn: Melissa Lindell, 5440 Reno Corporate Drive, Reno, NV 89511

Other Contact: Wood Rodgers, Inc. Attn: Steve Strickland, 5440 Reno Corporate Drive, Reno, NV 89511

Action Order xc: Nathan Edwards, Esq., District Attorney's Office; Keirsten Beck, Assessor's Office (CAAS); Josh Wilson, Assessor's Office; Tim Simpson, Utilities; Walt West, Engineering Division; Amy Ray, Truckee Meadows Fire Protection District; Nevada Division of Environmental Protection, 901 South Stewart Street, Suite. 4001, Carson City, NV 89701-5249; Regional Transportation Commission, Attn: Rebecca Kapuler and Daniel Doenges; Truckee Meadows Regional Planning Agency, One East First Street, Suite 900, Reno, NV 89501-1625; West Truckee Meadows Citizen Advisory Board, Chair.



# Conditions of Approval

Tentative Subdivision Map Case Number TM16-005

The project approved under Tentative Subdivision Map Case Number TM16-005 shall be carried out in accordance with the Conditions of Approval granted by the Planning Commission on July 5, 2016. Conditions of Approval are requirements placed on a permit or development by each reviewing agency. These Conditions of Approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable Codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

**Unless otherwise specified**, all conditions related to the approval of this Tentative 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 agencies.**

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

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

- **The WASHOE COUNTY SCHOOL DISTRICT is directed and governed by its own Board. Therefore, any conditions set by the Washoe County School District must be appealed to their School Board.**

<p><b>STANDARD CONSIDERATIONS FOR SUBDIVISIONS</b> <b>Nevada Revised Statutes 278.349</b></p>
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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** – Trevor Lloyd, 775.328.3620

- a. The applicant shall demonstrate substantial conformance to the plans approved as part of this special use permit.
- b. The tentative map shall be in substantial compliance with the Approved Tentative Map and provisions of Washoe County Development Code Article 608, Common Open Space Development, and Article 608, Tentative Subdivision Maps.

<b>Regulatory Zone for Review Purposes</b>	<b>General Rural (GR) Low Density Suburban (LDS) High Density Rural (HDR)</b>
Minimum Lot Area Proposed	Common Open Space Development
Minimum Lot Width	Common Open Space Development
Minimum Front Yard	30 feet
Minimum Side Yard	12 feet
Minimum Rear Yard	30 feet
Maximum Building Height	35 feet

Notes: Variances to these standards may be processed per Washoe County Code.

- c. 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.
- d. 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.
- e. 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 extension request is received prior to the expiration date.
- f. 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.
- g. All final maps shall contain the applicable portions of the following Jurat:

The Tentative Map for TM16-005 (The Ridges at Hunter Creek)  
was APPROVED BY THE WASHOE COUNTY PLANNING  
COMMISSION ON JULY 5, 2016.

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 FIRST FINAL MAP FOR THIS TENTATIVE MAP WAS APPROVED AND ACCEPTED FOR RECORDATION ON date of Planning and Development Director's signature on first final map. THE MOST RECENTLY RECORDED FINAL MAP WAS APPROVED AND ACCEPTED FOR RECORDATION ON date of Planning and Development Director's signature on most recent final map. (If an extension has been granted after that date – add the following): A TWO YEAR EXTENSION OF TIME FOR THE TENTATIVE MAP WAS APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON \_\_\_\_\_.

THE NEXT FINAL MAP FOR <TM CASE NUMBER> MUST BE APPROVED AND ACCEPTED FOR RECORDATION BY THE PLANNING AND DEVELOPMENT 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 DIRECTOR. THE OFFER OF DEDICATION FOR STREETS, SEWERS, ETC. IS REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NRS CHAPTER 278.

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WILLIAM H. WHITNEY, DIRECTOR,  
PLANNING AND DEVELOPMENT DIVISION

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

- 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. Failure to comply with the conditions of approval shall render this approval null and void.
- o. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be submitted to the Planning and Development 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.
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.
  11. Slopes shall be three (3) horizontal to one (1) vertical (3:1) or flatter.
  12. 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.
  13. Development of slopes in excess of thirty (30) percent is prohibited.
- p. 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.
  - q. In coordination with the Washoe County Health Department, the University of Nevada Cooperative Extension, and/or the Washoe-Storey Conservation District, the applicant shall prepare and submit a noxious weeds control plan.
  - r. The final map shall identify all areas of general rural (GR) regulatory zone within all residential lots and a note shall be placed on the map shall state that no structures shall be placed within any area identified as GR.
  - s. The final map shall contain the following note: No structures shall be placed within 10 feet from the edge of the transmission line easement.

**Washoe County Engineering and Capital Projects Division**

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

**Contact Name – Walt West, 775.328.2310**

- 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 and Capital Projects 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 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.
- j. Any roadway crossings of overhead power facilities shall be designed in accordance with NV Energy standards. Prior the recordation of any affected map, a letter from NV Energy shall be provided to the County Engineer approving the design and location of roadways with respect the overhead utility lines. The County Engineer shall determine compliance with this condition. (modified during the July 5, 2016 Planning Commission public hearing)
- k. Existing overhead power lines, such as those that traverse lots 8 through 11 and lot 53 shall be relocated underground and easements abandoned with the

recordation of the final map. The County Engineer shall determine compliance with this condition.

### **Drainage**

- i. 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.
- m. 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.
- n. 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.
- o. 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 and Capital Projects Division.
- p. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage leaving the site to the satisfaction of the Engineering Division.
- q. DELETE (removed during the July 5, 2016 Planning Commission public hearing)
- r. 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.
- s. 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.
- t. 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. As an alternative to a homeowners association, the developer may request the establishment of a County Utility Service Area under which fees would be paid for maintenance of the proposed storm drainage detention facility. The fee amount will be based on the additional service above that normally provided by the County to maintain new stormwater facilities dedicated by the developer (i.e., curb and gutter, drop inlets and piping). The County Engineer shall determine compliance with this condition. 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.

- u. 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.
- v. A note on all affected final maps shall state that the owner, buyers, assigns or interest holders of any lots hereon, hereby agree that all existing irrigation flows crossing these parcels shall be perpetuated. Any legal rights to water from the ditches crossing this property shall be honored and the right of access for maintenance and operation will not be denied to valid holders of those rights. 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. Any increase in stormwater runoff resulting from the development and based on the 5 year and 100 year storm(s) shall be detained onsite. The detention facility shall be owned and maintained by a homeowners association. The County Engineer shall determine compliance with this condition.
- z. Any rights-of-way/easements for irrigation ditches or water supply ditches, associate structures and their maintenance shall be reserved with the finalization of the affected final map or prior to issuance of a grading permit. Any relocation of irrigation or water supply facilities shall maintain the quantity, quality, elevation and point of delivery of the ditch unless an alternate alignment and discharge point is approved by the owners of the irrigation and water supply facilities. The County Engineer shall determine compliance with this condition.
- aa. Common Area or offsite drainage draining onto residential lots shall be perpetuated through or around residential lots and drainage facilities capable of passing a 100-year storm shall be designed with the subdivision improvements to perpetuate the storm water runoff to improved or natural drainage facilities. The County Engineer shall determine compliance with this condition. (modified during the July 5, 2016 Planning Commission public hearing)

### ***Traffic and Roadways***

#### Discussion

The application indicates that the project roadways may be public roads. The existing Phase 1 was recorded and improved with private streets having 36' wide easements. Should the applicant want Phase 2 roadways to be offered for dedication to Washoe County and maintained as public roadways, all existing streets within Phase 1 shall meet current Washoe County standards including an offer of dedication of right-of-way,

pavement width, repair and sealing of existing pavement as directed by the County Engineer, structural section thickness, construction of structural retaining walls adjacent to right-of-ways, and construction of concrete sidewalks

- bb. 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.
- cc. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
- 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.
- 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. All 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. No retaining walls that retain soil from the County right-of-way or private right-of-way shall be located within a plowed snow storage easement. The County Engineer shall determine compliance with this condition.
- ii. The conditions, covenants and restrictions (CC&Rs) shall prominently note to the satisfaction of the District Attorney's Office and the County Engineer that Washoe County will not assume responsibility for maintenance of the development's private street system or accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of the offer of dedication.
- jj. Adequate snow storage easements shall be identified on the final plat. The County Engineer shall determine compliance with this condition.
- kk. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet AASHTO sight distances and safety guidelines. A minimum vertical clearance of 13.5 feet shall be maintained over all

private streets, and no tree shall overhang the curb of any public street. The County Engineer shall determine compliance with this condition.

- ll. The diameter of the cul-de-sac bulb island and anything located within the island, such as landscaping, parking, etc., shall be designed to provide safe sight distances and an adequate turning radius for garbage trucks, snow plows and moving vans. The County Engineer shall determine compliance with this condition.
- mm. If the Engineering Division does not inspect the subdivision improvements, prior to release of any financial assurances for the private improvements, the development shall provide the Engineering Division with a letter prepared by a civil engineer licensed in the State of Nevada, certifying that the private improvements have been constructed in accordance with the approved plans. The County Engineer shall determine compliance with this condition.
- nn. If the project roadways for this tentative map are to be publically owned and maintained by Washoe County, all existing roadways within The Ridges at Hunter Creek Phase 1 development shall meet Washoe County Standards including but not limited to the following:
  - i) Existing roadway right-of-ways shall be offered for dedication to Washoe County being a minimum of 42 feet in width.
  - ii) All streets shall meet standard width requirements with Type 1 curb and gutter and sidewalk in accordance with Washoe County Code requirements.
  - iii) Any roadway improvements comprised of concrete block pavers shall be removed and replaced with standard asphaltic or concrete paving. Alternatively, in lieu of concrete paver removal and roadway reconstruction, the County may allow for maintenance of pavers by a Home Owners Association.
  - iv) All existing roadway islands shall be located in right-of-way granted to Washoe County and a revocable encroachment permit shall be obtained from Washoe County.
  - v) All existing rockery walls that are adjacent to, provide support for or retain soil from the County right-of-way shall are not allowed and shall be re-constructed of reinforced masonry block or reinforced concrete and designed by an engineer licensed in the State of Nevada.

### **Washoe County Utilities**

- 3. The following conditions are requirements of Washoe County Utilities, which shall be responsible for determining compliance with these conditions.

**Contact Name** – Tim Simpson, 775.954.4648

- a. All fees shall be paid in accordance with Washoe County Ordinance prior to the approval of each final map.

- b. Applicant shall conform to all conditions imposed by intergovernmental agreements required to provide sewer service to the subject project, and, if required, be a party to any such agreements.
- c. Improvement plans shall be submitted and approved by CSD prior to approval of the final map. They shall be in compliance with Washoe County Design Standards and be designed by a Professional Engineer licensed to practice in the State of Nevada.
- d. The Applicant shall submit an electronic copy of the street and lot layout for each final map at initial submittal time. The files must be in a format acceptable to Washoe County.
- e. Approved improvement plans shall be used for the construction of on-site and off-site sanitary sewer collection systems. The CSD will be responsible to inspect the construction of the sanitary sewer collection systems.
- f. Any on-site or off-site previously constructed sanitary sewer collection system not previously accepted by Washoe County shall be adequately flushed, vacuum tested, and video inspected to the satisfaction of the CSD.
- g. The sanitary sewer collection systems must be offered for dedication to Washoe County along with the recordation of each final map.
- h. Easements and real property for all sanitary sewer collection systems and appurtenances shall be offered for dedication to Washoe County along with the recordation of each final map.
- i. A master sanitary sewer report for the entire tentative map shall be prepared and submitted by the applicant's engineer at the time of the initial submittal for the first final map which addresses:
  - i. the estimated sewage flows generated by this project,
  - ii. projected sewage flows from potential or existing development within tributary areas,
  - iii. the impact on capacity of existing infrastructure,
  - iv. slope of pipe, invert elevation and rim elevation for all manholes proposed collection line sizes, on-site and off-site alignment, and half-full velocities.
- j. No Certificate of Occupancy will be issued until all the potable water and sewer collection facilities necessary to serve each final map have been completed and accepted.
- k. No permanent structures (including rockery or retaining walls, building's, etc.) shall be allowed within or upon any County maintained utility easement.
- l. A minimum 30-foot sanitary sewer and access easement shall be dedicated to Washoe County over any facilities not located in a dedicated right of way.
- m. A minimum 12-foot wide all weather sanitary sewer access road shall be constructed to facilitate access to off-site sanitary sewer manholes

**Washoe County Health District**

4. The following conditions are requirements of the Health District, 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** – James English and J.L. Shaffer, 775.328.2434

- a. A Water Project per NAC 445A.66695 must be submitted and approved by this Division. Prior to any water system construction, a complete water system plan and Water Project submittal for the referenced proposal must be submitted to this Division. The plan must show that the water system will conform to the State of Nevada Public Water Supply Regulations, NAC Chapter NAC 445A.65505 to 445A.6731, inclusive.
  - i. The application for a Water Project shall conform to the requirements of NAC 445A.66695.
  - ii. Two copies of complete construction 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 final grading, utilities, and improvements for the proposed application.
- b. Mass grading may proceed after approval of a favorable review by this Division of a separate mass grading permit application. The application shall include a Truckee Meadows Water Authority annexation and onsite water discovery if applicable.
- c. Prior to approval of any building or site permit for this project, any septic systems on the subject properties shall be abandoned in compliance with the Washoe County Health District Regulations Governing Sewage, Wastewater and Sanitation.
- d. If private streets are proposed for this subdivision the private catch basins will require a water quality insert placed within all basins to improve water quality downstream and prevent mosquitoes from colonizing this infrastructure (Health Regulations Governing the Prevention of Vector-Borne Diseases 040.013).
- e. With rockery walls proposed, the voids in the rockery wall shall be filled by placing smaller rock within the face of the wall for the entire height of the wall (Health Regulations Governing the Prevention of Vector-Borne Diseases 040.081).
- f. If roadside ditches are proposed for the project, the flow line of this infrastructure shall be lined with 4-6 inch rock (Health Regulations Governing the Prevention of Vector-Borne Diseases 040.021).
- g. Prior to the sign off of the building plans the above detail designs are required on the plans and a scheduled compliance inspection with the Vector-Borne Diseases Program is required for the above condition(s).



**Truckee Meadows Fire Protection District (TMFPD)**

5. The following conditions are requirements of the Truckee Meadows Fire Protection District, which shall be responsible for determining compliance with these conditions.

**Contact Name – Amy Ray, 775.326.6000**

- a. Any developments on the property shall meet the requirements of WCC 60.
- b. Plans shall be submitted for review and approval to TMFPD.
- c. A Vegetation Management Plan is required for the project in accordance with the requirements of the *International Wildland Urban Interface Code, 2012 Ed.* shall be submitted for approval by TMFPD.
- d. HOA and CC& R requirements and conditions shall be submitted for review, comment and approval by TMFPD prior to recording, adoption and use.
- e. Open spaces and drainages shall be maintained in accordance with WC Code 60, the Vegetation Management Plan and conditions placed in the HOA and CC&R documents, ensuring vegetation management and maintenance in those areas.

**Washoe County Parks and Open Space**

6. The following conditions are requirements of the Washoe County Parks and Open Space, which shall be responsible for determining compliance with these conditions.

**Contact Name – Dennis Troy, 775.328.2059**

- a. Washoe County Parks has been working closely with the United States Forest Service (USFS) to improve the trail crossing at Hunter Creek. The existing USFS fire access road is not conducive to trail users and is inaccessible during periods of high flows (Spring runoff, storm periods, etc.). The County would like to expand the existing easement boundaries (Easement Document #3592575) to include an area for a future alignment of a non-motorized pedestrian bridge over Hunter Creek. Please see attachment "A" for this proposed alignment. The County has committed staff resources to prepare these legal descriptions.
- b. It is the County's desire that the applicant provide a relocatable trail easement to Washoe County such that a future trail alignment can correspond with the USFS trails plan. Preliminary discussions with the USFS have identified a trail alignment on the adjacent property to the south of APN 041-650-02. The trail would ultimately tie into the Hunter Creek trail system and need to cross a portion of APN 041-650-02.

**Washoe County School District**

7. The following condition(s) are requirements of the Washoe County School District, which shall be responsible for determining compliance with these conditions.

**Contact Name – Mike Boster, 775.789.3810**

- a. A disclosure shall be made by the developer to each homebuyer on their closing documents that K-12 students in this subdivision may be assigned to the nearest WCSD school(s) with available capacity in the event that the zoned schools cannot accommodate additional students.

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