

DEVELOPMENT AGREEMENT
(AMENDMENT OF CONDITIONS)
FOR
HIGHLAND VILLAGE



PHOTO OF SITE LOOKING WEST

SUBMITTED MARCH 8, 2024

Application for a Development Agreement

For

Highland Village

Prepared For:

LC Highland, LLC

Prepared By:

KRATER CONSULTING Group, PC

A Nevada professional corporation
1165 Mount Rose Street
Reno, Nevada 89509
(775) 815-9561

March 8, 2024

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Supporting Letter

KRATER CONSULTING GROUP, PC

A Nevada professional corporation

Krater Consulting Group, PC
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Reno, Nevada 89509

Phone (775) 815-9561
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February 23, 2024

Trevor LLOYD, Planning Manager
Community Services
Washoe County
1001 E. Ninth Street, Bldg A
Reno, NV 89512

Dear Trevor:

Subject: Development Agreement for Highland Village, Sun Valley to Provide for an Extension of Time.

We respectfully request that Washoe County take action to approve the attached Development Agreement to grant an extension of time on the approved Tentative Map for Highland Village, Tentative Map Case Number WTM20-004. Highland Village consists of approximately 55.15 acres, is located in Sun Valley north of Highland Ranch Parkway at Midnight Drive, and was originally approved for 215 residential lots.

Additional time to record the first final map for Highland Village is requested to allow preparation and submittal of revisions to the tract map and final map plans. The additional time is needed because of delays that were encountered with the county as our final map plans were being prepared. The additional time resulted in the loss of two sale transactions to nationally positioned builders that were in contract to purchase the land and build homes on the lots. Since the loss of both sale transactions, we have faced significant cost increases in the development of the horizontal improvements, further impacting our ability to re-engage with any builders to transact with on the lots.

The delay with the county occurred because of an open ended Traffic and Roadway condition of approval, Condition No. 3.II. Condition 3.II required the intersection of Highland Ranch Parkway and Midnight Drive to "be mitigated through traffic design recommendations that are acceptable to Washoe County." LC Highland, LLC engaged Headway Transportation to prepare and submit a warrant analysis for the intersection dated January 26, 2022. They worked closely with the county engineer for the next several months and ultimately developed a pro-rata cost sharing agreement that was not approved by the Board of County Commissioners until June 20, 2023. The additional months involved in getting to an acceptable and equitable solution on the funding and construction of the traffic signal resulted in our cancellation of the first sale transaction. The second cancellation occurred months later as the slowdown in the economy and the escalation in construction costs ensued.

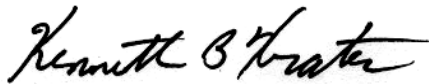
Given our inability to bring any builders back to the table, we have embarked on a plan to both value engineer the land development and also to create a phased map and improvement plans. Our goal was to reduce costs and also allow the project to be developed in three phases, reducing the capital committed at any one time. It is our hope these two efforts will greatly assist in attracting builders back to the table in the near future.

The changes we have proposed allow us to eliminate all of the side yard retaining walls, substantially reduce any imported soils needed, and reduce the size and scope of the rockery walls needed. We were able to achieve these results by way of creating wider lots, which will also offer the builder more flexibility in the product they can build. Our revised plan allows for single story homes to fit on all of our lots.

We received positive support from staff regarding our proposed changes and we are currently revising our final map plans with the goal of submitting all three final maps this spring, 2024. We anticipate approximately six months to get needed county, state, and utility company approvals before the revised final map submittals can be made and record the first tract map. We believe the cost reductions and ability to phase the project will finally help us get the land back in contract and close and be able to record a first final map well before the November 19, 2026 tentative map termination date associated with this requested development agreement.

In summary, current high interest rates, a single current final map for 215 lots, high horizontal construction costs (grading, streets, and utilities), and needed time to get county, state, and utility company approval of the revised plans has all but eliminated the potential to record the first final map by November 19, 2024. But we are confident that granting of our request and approval and recordation of the attached development agreement will ensure the best possible project and allow development of Highland Village to move towards final completion. Thank you for your help on this matter and please do not hesitate to contact me with any questions. We look forward to moving this project forward for the betterment of the county.

Sincerely,

A handwritten signature in black ink that reads "Kenneth B. Krater". The signature is written in a cursive, flowing style.

Kenneth Krater, President

cc: Jeff Holbrook, Manager, LC Highland LLC

Attachments:

1. Highland Ranch Parkway And Midnight Drive Traffic Signal Reimbursement Agreement

**1. Highland Ranch Parkway And Midnight Drive
Traffic Signal Reimbursement Agreement**

**HIGHLAND RANCH PARKWAY AND MIDNIGHT DRIVE TRAFFIC SIGNAL
REIMBURSEMENT AGREEMENT**

This Highland Ranch Parkway and Midnight Drive Traffic Signal Reimbursement Agreement ("**Agreement**") is entered into this _____ day of _____, 2023, by and between the County of Washoe, a political subdivision of the State of Nevada ("**County**") and LC Highland, LLC, a Nevada Limited Liability Company ("**Developer**"). Each of County and Developer is a "Party" and together are the "Parties."

RECITALS

WHEREAS, County is a political subdivision of the State of Nevada, with all requisite power and authority to enter into this Agreement and carry out and perform its duties and obligations under this Agreement;

WHEREAS, LC Highland, LLC, is the developer of record of a certain and adjacent residential project known as the Highland Village residential project (collectively the "Project") located on APN 508-020-41 and 508-020-43 in Washoe County, Nevada; and

WHEREAS, the Developer submitted a required traffic study and analysis ("traffic study") to the County to determine the potential impacts associated with the Project and the traffic study indicated that the pre-project conditions of the unsignalized intersection of Highland Ranch Parkway and Midnight Drive do not currently meet County standards for levels of services during peak hour volumes; and

WHEREAS, based on the traffic study, the County determined that a new signalized intersection, located at the intersection of Highland Ranch Parkway and Midnight Drive ("Signal"), is required at this time for the safety and benefit of the public that currently travel through this area, and to be in place for the anticipated new traffic from the Project as well as other new development in the adjacent area; and

WHEREAS, the County and Developer have recognized the importance of a new signalized intersection at Highland Ranch Parkway and Midnight Drive and have agreed to proportionally fund the design, development and construction of a new signal; and

WHEREAS, the proportionality approach is based on the current and anticipated future traffic loadings analysis, which have determined that Washoe County is responsible for seventy percent (70%) of the new signal costs and the Developer is responsible for thirty percent (30%) of the signal costs; and

WHEREAS, as part of the Developer's residential development efforts in support of their Project, the Developer will be performing construction activities within the Highland Ranch Parkway right-of-way, including the installation of pedestrian safety infrastructure, safety lighting, and roadway improvements including a deceleration lane; and

WHEREAS, as part of the Developer's construction efforts, Washoe County recognizes the benefit of entering into this reimbursement agreement with the Developer, by reimbursing the Developer the County's pro-rata share of the design, permitting and construction of the Signal; and

WHEREAS, the Developer recognizes the benefits to their Project schedule and agrees to undertake the permitting, construction and dedication of the Signal in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the forgoing promises and the mutual promises, covenants, and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and the Developer agree as follows:

1. Construction of Highland Ranch Parkway and Midnight Drive Traffic Signal. Developer agrees to design, permit and construct or cause its contractor(s) to permit and construct, at Developer's expense, the Midnight Drive Signal, subject to County's performance of its obligations under this Agreement. Subject to the reimbursement as set forth in Paragraph 6, Developer agrees to its proportionate share for the costs of the Signal. Developer shall complete the Signal to the satisfaction of County. Subject to the foregoing, County and Developer acknowledge and agree that Developer shall be solely responsible for and shall have control over the construction timing and sequencing, and construction means, methods, techniques, and procedures in connection with the performance of the Signal work. In the event the Signal is required prior to the Developer initiating construction of the Project, County and Developer agree to either modify or rescind this Agreement upon the mutual agreement by both Parties.

2. Plans and Design. Developer will select the designer and contractor for the Signal. Developer must submit a minimum of two cost estimates for the proposed design and construction work. The plans and design of the Signal shall be the responsibility of Developer and the Developer agrees to submit the design and plans to the County for review and approval as part of the standard and customary permitting processes. Developer agrees to allow inspection of the Signal during construction, at all reasonable times, by County officers or authorized agents in coordination with Developer and its contractor. County shall provide Quality Assurance inspection of the Signal during its construction of the Signal following the minimum standards established in the most recent version of the Standard Specifications for Public Works Construction. The Signal shall be constructed to match the plans approved by the County.

3. Permits. Developer will obtain any required permits for the construction of the Signal.

4. Completion and Dedication of Signal. Upon substantial completion of the Signal as evidenced by a notice of substantial completion, Developer agrees to dedicate the Signal to County in the form of a dedication instrument mutually acceptable to the Parties. County shall work diligently to review the Signal work within thirty (30) days of request from Developer and shall work in good faith with Developer to issue a Notice of Completion, and to

not unreasonably withhold, condition or delay the issuance of a Notice of Completion. Upon acceptance by both the County and Developer of the mutually accepted dedication instrument, the Signal shall be deemed dedicated to and accepted by the County, and County shall assume sole ownership and responsibility for the Signal. Concurrent with its dedication of the Signal, Developer shall assign to County all warranties given to Developer by subcontractors and suppliers engaged in performing the signalized intersection work. County agrees that the Developer may utilize all existing available County easements and right-of-way.

5. Warranty. Developer, or its contractor, shall provide a one-year warranty for the Signal to County which warranty period shall commence upon the acceptance of the Signal.

6. Signal Reimbursement. Signal reimbursement shall be based on i) a pro rata share calculation to equitably distribute the estimated costs for the design and construction of a signalized intersection. The estimated cost for a new signalized intersection is \$600,000 which was used in the calculation. The pro-rata approach and analysis (Analysis) used by Headway Transportation and confirmed by the County, was developed generally following the Regional Transportation Commission Reno “2014 Regional Road Capital Improvements Plan and Impact Fee Methodology” prepared by Tischler Bise, Fiscal, Economic & Planning Consultants. This approach used a rational nexus analysis to establish the fair share of the costs for traffic related impacts and the required mitigations, recognizing that the new developments share in a portion of the costs, not the entire costs.

The Analysis identifies that the Highland Village project contributes 30% to the traffic impacts and that existing traffic volumes contribute 60% (both current and future impacts). Two other adjacent developments contribute the remaining 10%. Therefore, the Highland Village North residential project will contribute 30% of the total Project costs, or \$180,000 of the total project cost, estimated to be \$600,000. Washoe County will therefore reimburse the Developer for Washoe County’s pro-rata share or 70% of the total Project costs, which includes the pro-rata share for two adjacent developments, approximately \$420,000 which is identified as the Reimbursement Share. Washoe County will seek compensation from the two adjacent developments independent of LC Highland, LLC.

This contribution for the new Signal does not alleviate or remove any other fees, costs, or obligations by the Developer for the Highland Village North project. This payment does not diminish the Developer from the design, construction and dedication of the other pedestrian and traffic safety elements identified on the approved Highland Village development plans, unless confirmed by the County Engineer as either duplicative or made moot by the installation of the Signal.

The construction cost estimates shall be provided by Developer’s selected contractors (minimum 2) and shall have sufficient detail for a reasonable cost comparison between the two estimates. Developer agrees to provide both detailed cost estimates to County for review.

In the event that a change is needed to the “plan set” and the costs exceed the original costs estimates, the Developer and County will confer in good faith to resolve such differences and reach agreement on the new Project costs. Upon approval, County agrees to reimburse and

pay Developer the total Reimbursement Share upon accepted progress payment invoices and full and final payment of the Reimbursement Share that shall be due and payable thirty (30) days after the approved Notice of Completion of the Signal and submission and confirmation of the final supporting documentation from the Developer. It is understood that the Signal will utilize existing and acceptable easements and will not require additional land or easements, including but not limited to access easements. If Developer desires to relocate all or portions of the Signal, including but not limited to access easements, thus requiring new or additional easements or property, the cost of the acquisition, and development of such land will be at the sole cost of Developer and will not be eligible for reimbursement under the terms of this agreement.

7. Indemnification. Each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this section.

The indemnification obligation under this section is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorney's fees and costs for the indemnified Party's chosen right to participate with legal counsel.

County does not waive and intends to assert available NRS Chapter 41 liability limitations in all cases.

Contract liability of both Parties shall not be subject to punitive damages.

8. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if by personal delivery, by United States mail, or by United States express mail, electronic mail, or other established express delivery service, postage or delivery charge prepaid, addressed to the appropriate Party at the address set forth below:

WASHOE COUNTY
Attn: Dwayne Smith, P.E., Director, Engineering & Capital Projects
Community Services Department
1001 E. 9th St.
Reno, NV 89512

LC HIGHLAND, LLC
Attn: Jeffery Holbrook
27132 B Paseo Espada, Suite 1226
San Juan Capistrano, CA 92675

9. Attorney's Fees. If it is necessary to commence any legal proceedings for enforcement of breach of any portion of this Agreement, the prevailing Party shall be entitled to an award of all costs and expenses incurred in the prosecution of a contractual cause of action, including reasonable attorney's fees. The term "prevailing Party" means the Party obtaining substantially the relief sought, whether by compromise or judgment.

10. Entire Agreement, Amendment. This Agreement constitutes the Parties' entire understanding and agreement concerning the subject matter of this Agreement, and these understandings and agreements supersede all prior oral and written understandings, agreements, and representations or discussions of any kind relating to this subject matter. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the Parties.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without resort to conflict of laws principles, and venue shall be in Washoe County, Nevada.

12. Effectiveness and Counterparts. This Agreement is effective as of the Effective Date. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

13. Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement, in which case either Party may terminate this Agreement upon notice thereof delivered to the other Party.

14. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective permitted successors and assigns, and no third Party is intended to, or shall have, any rights hereunder.

15. Development as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between County and Developer is that of a government entity regulating the development of private property and the owner of such property.

16. Force Majeure. Time is of the essence in the performance of the provisions of this Agreement. Any time for performance of any Party under this Agreement shall be

extended for a period of time of any force majeure, including Acts of God, war, strikes, or other cause not reasonably within the control of the affected Party.

IN WITNESS WHEREOF, each Party hereby approves this Agreement as of the Effective Date set forth by its respective signature below:

<p>WASHOE COUNTY</p> <p>By: _____ Chair, Washoe County Commission</p> <p>Dated: _____</p> <p>Attest:</p> <p>By: _____ Janis Galassini, Washoe County Clerk</p>	<p>LC Highland, LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Dated: _____</p>
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**BOARD OF COUNTY COMMISSIONERS
WASHOE COUNTY, NEVADA**

TUESDAY

10:00 A.M.

JUNE 20, 2023

PRESENT:

Alexis Hill, Chair

Jeanne Herman, Vice Chair

Michael Clark, Commissioner

Mariluz Garcia, Commissioner

Clara Andriola, Commissioner

Janis Galassini, County Clerk

Eric Brown, County Manager

Nathan Edwards, Assistant District Attorney

The Washoe County Board of Commissioners convened at 10:00 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, County Clerk Jan Galassini called roll and the Board conducted the following business:

23-0363 AGENDA ITEM 3 Announcements/Reports.

Chair Hill moved Item 28 directly after the Consent Agenda to accommodate the gentleman representing the Reno-Sparks Convention and Visitors Authority (RSCVA) who needed to leave the meeting early. She stated that as disclosed by the media, Item 13 regarding cannabis consumption lounges was removed from the agenda. She informed anyone who wished to speak on that topic could speak during general public comment at the end of the meeting.

Vice Chair Herman expressed gratitude to Governor Joe Lombardo who vetoed Assembly Bill (AB) 242 which would have eliminated the County's right to use paper ballots in elections. She stated she had printed draft language for two resolutions regarding elections and asked County Clerk Jan Galassini to distribute copies to the Board. She declared the first resolution suggested the formation of a Citizen Advisory Board (CAB) for elections and the second was a new rendering of the election integrity resolution she had previously proposed. She spoke about television advertisements concerning the Washoe County Leadership Academy (WCLA) and declared CABs were not advertised in the same way. She thought CABs should have the same advertisement opportunity as other groups in the County to encourage interested people to join. She mentioned Item 8B1 and asked who was responsible for the maintenance of fire hydrants in Sun Valley. She stated she had not received an answer to her question regarding whether the Board could regulate who owned property in the County and she requested a response. She declared rural areas of Washoe County were having issues with Waste Management (WM) which County staff had started working to resolve, but she wanted to bring it up again to ensure people in rural

There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Garcia, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 11 be approved and directed.

23-0395

AGENDA ITEM 12 Recommendation to approve the Highland Ranch Parkway and Midnight Drive Traffic Signal Reimbursement Agreement between LC Highland, LLC, a Nevada Limited Liability Company (Developer), and Washoe County to support the design and installation of traffic signal infrastructure at the intersection of Highland Ranch Parkway and Midnight Drive, located in the Sun Valley area of Washoe County. This agreement reflects the benefits of signalization of the subject intersection and the pro-rata cost distribution to the Developer (30%) and Washoe County (70%) based on a traffic impact study. [Washoe County's total cost for reimbursement to the Developer is \$420,000.00 based on a total project cost estimate of \$600,000.00]. Washoe County will fund this work from the existing Pedestrian Safety Improvements Project Fund and, due to increasing labor and material costs, requests the potential use of up to \$20,000.00 of additional funds for unforeseen project contingencies. Community Services. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Garcia, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 12 be approved.

23-0396

AGENDA ITEM 15 Recommendation to certify charges, levy and direct the Treasurer to collect \$374,425.82 in special assessments for fiscal year 2023/2024 as requested by the State Engineer of the State Department of Conservation and Natural Resources, for Black Rock Desert Groundwater Basin (\$68.91), Honey Lake Valley Groundwater Basin (\$8,899.94), Hualapai Flat Water District (\$8,704.30), San Emidio Desert District (\$4,736.26), Warm Springs Valley Groundwater Basin (\$9,278.38), Washoe Valley Groundwater Basin (\$3,738.03), Warm Springs/Winnemucca Creek Basin (\$4,000.00), Cold Springs Valley Groundwater Basin (\$8,000.00), Lake Tahoe Groundwater Basin (\$16,000.00), Lemmon Valley Water District (\$27,000.00), Pleasant Valley Groundwater Basin (\$6,000.00), Spanish Springs Valley Groundwater Basin (\$45,000.00), Tracy Segment Groundwater Basin (\$6,000.00), Truckee Canyon Segment Groundwater Basin (\$12,000.00) and Truckee Meadows/Sun Valley Groundwater Basin (\$215,000.00). Authorize the Treasurer to remove uncollectible assessments and/or correct assessments on the tax roll as requested by the Division of Water Resources; direct the Clerk to execute the State of Nevada Division of Water Resources certification letters and send them back to the Division pursuant to NRS

Proposed Development Agreement

APN: 508-020-41 & 508-020-43

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

WHEN RECORDED RETURN TO:

SPACE ABOVE FOR RECORDER'S
USE

DEVELOPMENT AGREEMENT
(HIGHLAND VILLAGE)

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

1. GENERAL.

1.1 Property. The Landowner is the owner of real property located in Washoe County, Nevada consisting of approximately 55.15 acres in Sun Valley (the "Property") as more particularly described in Exhibit A, attached hereto.

1.2. Tentative Map. The Property has an approved tentative map for 215 residential lots known as Tentative Subdivision Map Case File No. WTM20-004 (Highland Village) (the "Tentative Map"). Said approval was granted by the Washoe County Planning Commission on November 19, 2020 ("Filing Date"). A final map for 215 residential lots was submitted to Washoe County in December 2021 and plans have been approved in writing by both Washoe County Engineering and Sun Valley General Improvement District. Landowner filed said final map as authorized by NRS 278.360(1)(a)(1). 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 Final Map Requirement. Pursuant to NRS 278.360(1), unless the parties have entered into this Agreement concerning the development of land authorized by NRS 278.0201, the Landowner must cause a final map (the "Final Map") to be presented (i.e., approved by the Director of Planning & Building or the Director of the Community Services Department for recording) prior to the expiration of the current Tentative Map by November 19, 2024.

1.4 Circumstances Warranting an Extension of Time for the Tentative Map. Additional time is requested to allow preparation and submittal of revisions to the tract map and final map plans to account for 1) delays in sales to national builders beyond control of the ownership group and 2)

the recent drastic downturn in the Washoe County residential real estate market. LC Highland, LLC was in contract to sell all 215 lots to a national builder and had written approval of the tract map and final map plans from both Washoe County and Sun Valley General Improvement District in July 2023 to allow for final submittal. Plans were also approved by NV Energy and LC Highland, LLC has Line Extension Agreements for both electric and natural gas ready for signature with NV Energy.

Unfortunately, an open ended Traffic and Roadway condition of approval, Condition No. 3.II, caused considerable delay in obtaining approval of a final map as the condition required the intersection of Highland Ranch Parkway and Midnight Drive to “be mitigated through traffic design recommendations that are acceptable to Washoe County.” LC Highland, LLC engaged Headway Transportation to prepare and submit a warrant analysis for the intersection dated January 26, 2022. They worked closely with the county engineer for the next several months and ultimately developed a pro-rata share cost sharing agreement that was approved by the Board of County Commissioners on June 20, 2023.

But due to the delays in arriving at a final conclusion on the traffic signal issue and inability to timely record the final map, on August 5th, 2022, LC Highland, LLC received a notice of termination from their national home builder-buyer. LC Highland, LLC managed to secure a Purchase and Sale agreement with a second national company to purchase all 215 lots but again, due to a declining economy, they lost that builder/sale in the fall of 2023.

Due to the changed economy, LC Highland, LLC approached staff in November 2023 to consider a project redesign to drastically cut costs by dropping the lot count from 215 to 194 single family residential units to allow wider but less deep lots that would eliminate all side yard retaining walls and look at regrading portions of the site to eliminate approximately 65% of the rockery retaining walls. We are also now looking at phasing the project with three final maps to reflect the lowered confidence level of national and regional home builders. We received positive support from staff regarding our proposed changes and we are currently revising our final map plans with the goal of submitting all three final maps this spring. We believe the cost reductions and ability to phase the project will finally help us get the land back in contract and close and be able to record a first final map well before the November 19, 2026 tentative map termination date associated with this requested development agreement.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 Compliance with NRS 278.0201 and Washoe County Development Code. This Agreement is an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Washoe County Development Code (“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 approximately 55.15 acres in Sun Valley, more particularly described in Exhibit A: Legal Description.

2.1.2. This Agreement extends the time for recording the next final map in the series until November 19, 2026. Unless terminated earlier in accordance with section 2.1.3 or applicable law, the duration of this Agreement shall be until November 19, 2026, provided that all the terms of this Agreement shall remain binding and enforceable

regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement. This Agreement also incorporates the Conditions of Approval from the Planning Commission Action Order, for a Tentative Subdivision Map Case Number WTM20-004 (Highland Village), attached hereto as Exhibit B. The parties agree that these Conditions of Approval (WTM20-0004) are the operable conditions of approval and survive termination of this Agreement.

2.1.3. This agreement shall terminate and all conditions of approval for WTM20-004 shall be in full force and effect upon recordation of the next final map. Changes in federal, state or county law concerning public health, safety or welfare will apply to any final map or other permit. Future 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 for a 215-lot single-family dwelling residential development on 55.15 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.

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 610 Washoe County Development Code) for each development phase or stage will be addressed with the submittal of each final map.

2.1.9 The next final map shall be a minimum of five residential lots, and shall be recorded on or before the date of expiration of this Agreement. All successive final maps, if the Landowner chooses to record in a series, must include a minimum of five residential lots. Unless otherwise provided herein, the deadlines for any future final maps shall be governed by NRS 278.360.

2.1.10 Development standards for the Project are set forth in the conditions of approval and the conditions of the Tentative Map as referenced in section 2.1.2 of this development agreement, attached hereto as Exhibits 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.

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, if any, shall be approved as provided in NRS 278.0205.

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:

LC HIGHLAND, LLC, a Nevada limited liability company

By: _____

Date: _____

Name: _____

Title: _____

COUNTY:

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

By: _____
_____, Chair

Date: _____

ATTEST:

_____, County Clerk

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2024, by _____ as a _____ of LC Highland, LLC, a Nevada limited liability company.

My Commission Expires: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2024, by _____, as Chair of the Washoe County Commission, County of Washoe.

Notary Public
My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION OF PROJECT PROPERTY

EXHIBIT A

The South half of the South half of the Southeast Quarter and the North half of the South half of the Southeast Quarter in Section 8, Township 20 North, Range 20 East, M.D.B.&M., Washoe County, Nevada.

EXCEPTING THEREFROM any portion lying Westerly of the most Eastern line of HIGHLAND RANCH PARKWAY, as it now exists.

ALSO EXCEPTING THREFROM any portion lying with Highland Ranch Parkway, as it now exists.

FURTHER EXCEPTING THEREFROM those portions dedicated to the County of Washoe, a political subdivision of the State of Nevada, by instruments recorded December 11, 1997, in Book 5069, Page 775, as Document No. 2161272 and recorded April 8, 1998, in Book 5195, Page 906, as Document No. 2197961, of Official Records.

The above legal description was taken from prior Document No. 4727553.

APN'S: 508-020-41 and 508-020-43

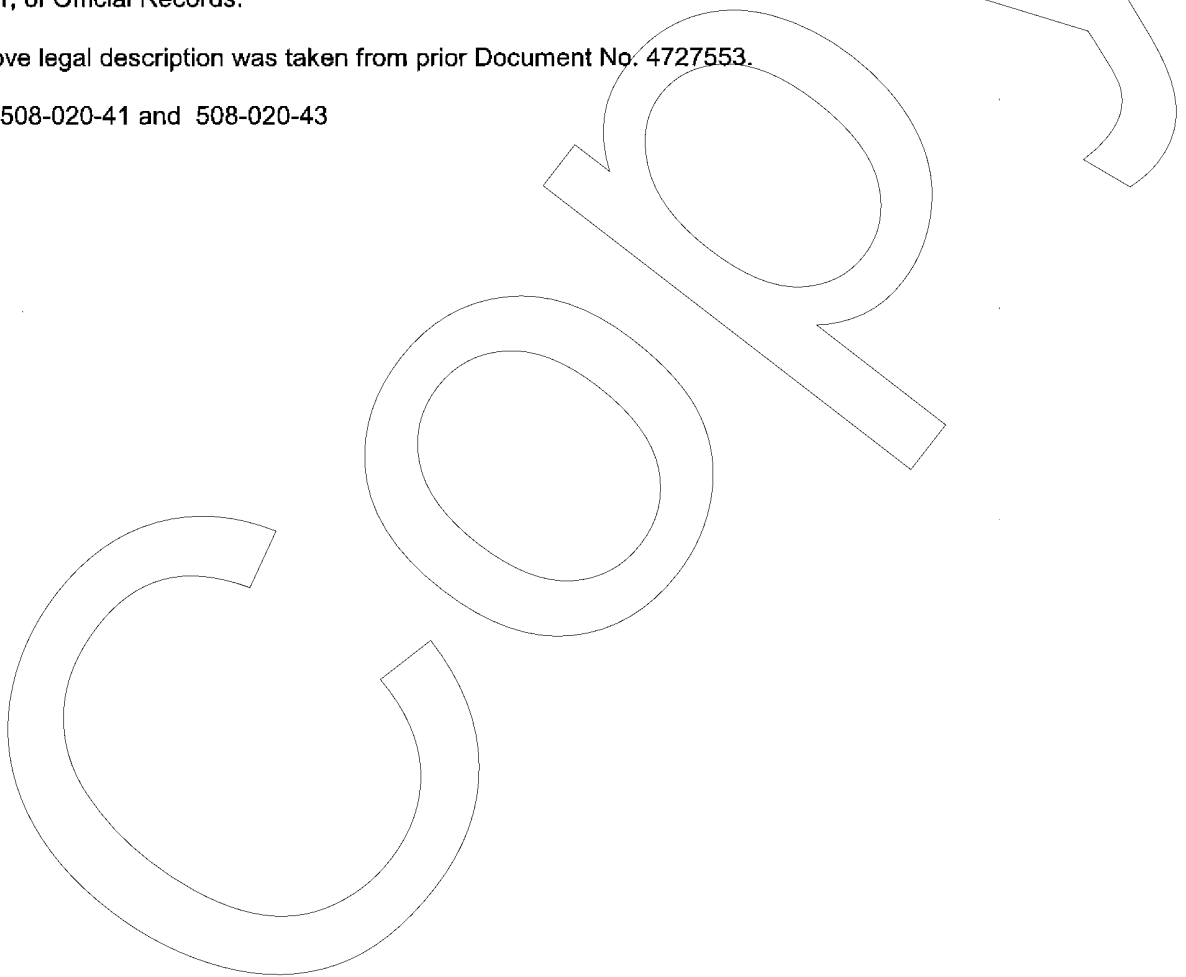


Exhibit "B"

Planning Commission Action Order

Location Map/Tentative Map Plan

TENTATIVE MAP PLANS HIGHLANDS VILLAGE SUN VALLEY, WASHOE COUNTY, NEVADA

OWNER
CHRISTOPHER J. POKORNY, AS 41
3050 W. BAZZAZ CIRCLE
SALTSVILLE, PA 15880

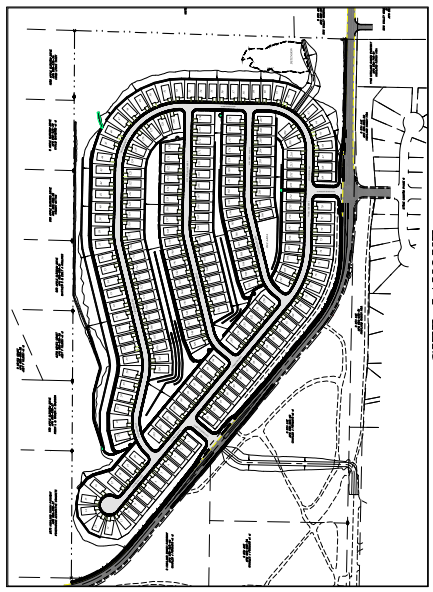
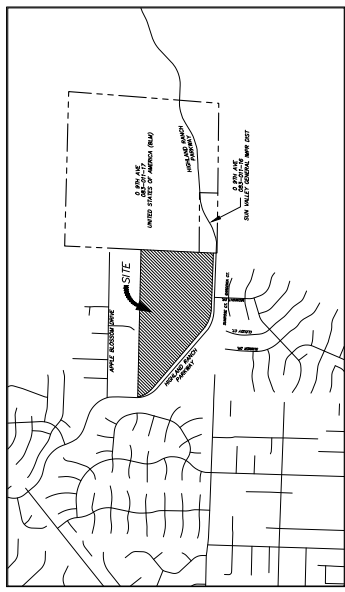
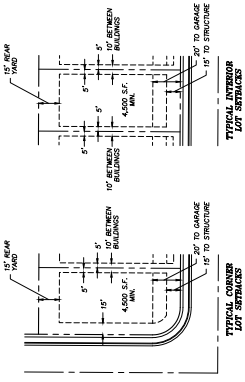
DEVELOPER
HIGHLAND VILLAGE PARKWAY, LLC
3050 W. BAZZAZ CIRCLE
SALTSVILLE, PA 15880
(717) 302-3788

PROJECT INFORMATION

- HIGHLAND RANCH PARCEL INFO.
- SITE LOCATION: PORTION OF SECTION 8, T20N - R20E
- PROPOSED TENTATIVE MAP PARCEL INFO:
- TOTAL SITE AREA = 453.15 ACRES
- PROPOSED COMMON AREAS = 271.24 ACRES
- PROPOSED COMMON AREAS (PUBLIC) = 271.24 ACRES
- TOTAL LOT AREA = 248.61 ACRES
- EXISTING ZONING = T 216
- LOT AREA = 8.06 UNITS/ACRE
- GROSS DEVELOP. SIZE = 2.92 UNITS/ACRE
- NET DEVELOP. SIZE = 2.92 UNITS/ACRE
- ASSESSOR'S PARCEL NO. 528-330-10

PUBLIC SERVICES

- WATER SERVICE: SUN VALLEY GENERAL IMPROVEMENT DISTRICT
- SEWER SERVICE: SUN VALLEY GENERAL IMPROVEMENT DISTRICT
- GAS SERVICE: CHARTER COMMUNICATIONS
- CABLE TV SERVICE: WASHOE COUNTY SHERIFFS DEPARTMENT
- FIRE PROTECTION: WASHOE COUNTY SHERIFFS DEPARTMENT
- POLICE PROTECTION: WASHOE COUNTY SHERIFFS DEPARTMENT



CIVIL SHEET INDEX

- C-1 PROPOSED TENTATIVE MAP
- C-2 EXISTING CONDITIONS PLAN
- C-3 OVERALL SITE PLAN
- C-4 PRELIMINARY UTILITY PLAN
- C-5 PRELIMINARY LANDSCAPE PLAN

BASIS OF BEARING:
BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 83) WITH A GRID TO GROUND FACTOR OF 1.00099329 APPLIED.

BASIS OF ELEVATION:
BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 83) USING CONTROL BM 110 (ELEVATION 4509.86 FT.), BASED RECORDS OF WASHOE COUNTY, NEVADA.

FLOOD ZONE:
THIS PROJECT LIES ENTIRELY WITHIN A FEMA UNSHARED ZONE PANEL 30051C032G EFFECTIVE DATE MARCH 16, 2009

ENGINEER'S CERTIFICATE
I, FRANK A. BOART, ENGINEER, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND WAS COMPLETED ON THIS 17TH DAY OF AUGUST, 2020.

FRANK A. BOART
P.E. #10504

	<p>HIGHLANDS VILLAGE TENTATIVE MAP TITLE SHEET</p>		<p>C-1</p> <p>6</p>
<p>DATE: 8/17/20 SCALE: AS SHOWN PROJECT: HIGHLANDS VILLAGE TENTATIVE MAP SHEET: C-1</p>	<p>SUN VALLEY WASHOE COUNTY NEVADA</p>	<p>REGISTERED PROFESSIONAL ENGINEER FRANK A. BOART NO. 10504 STATE OF NEVADA EXPIRES 08/31/2024</p>	<p>DATE: 8/17/20 SCALE: AS SHOWN PROJECT: HIGHLANDS VILLAGE TENTATIVE MAP SHEET: C-1</p>

Washoe County Development Application

Community Services Department
Planning and Building
AMENDMENT OF CONDITIONS
APPLICATION



Community Services Department
Planning and Building
1001 E. Ninth St., Bldg. A
Reno, NV 89512-2845

Telephone: 775.328.6100

Amendment of Conditions Development Application Submittal Requirements

Applications are accepted on the 8th of each month. If the 8th falls on a non-business day, applications will be accepted on the next business day.

If you are submitting your application online, you may do so at [OneNV.us](https://www.onenv.us)

- XX 1. **Fees:** See Master Fee Schedule. **Most payments can be made directly through the OneNV.us portal.** If you would like to pay by check, please make the check payable to Washoe County and bring your application and payment to the Community Services Department (CSD).
- XX 2. **Development Application:** A completed Washoe County Development Application form.
- XX 3. **Owner Affidavit:** The Owner Affidavit must be signed and notarized by all owners of the property subject to the application request.
- XX 4. **Proof of Property Tax Payment:** The applicant must provide a written statement from the Washoe County Treasurer's Office indicating all property taxes for the current quarter of the fiscal year on the land have been paid.
- XX 5. **Application Materials:** The completed Amendment of Conditions Application materials.
- XX 6. **Site Plan Specifications:**
- a. Lot size with dimensions drawn using standard engineering scales (e.g. scale 1" = 100', 1" = 200', or 1" = 500') showing all streets and ingress/egress to the property.
 - b. Show the location and configuration of all proposed buildings (with distances from the property lines and from each other), all existing buildings that will remain (with distances from the property lines and from each other), all existing buildings that will be removed, and site improvements on a base map with existing and proposed topography expressed in intervals of no more than five (5) feet.
 - c. Show the location and configuration of wells, septic systems and leach fields, overhead utilities, water and sewer lines, and all easements.
 - d. Show locations of parking, landscaping, signage and lighting.
- XX 7. **Application Map Specifications:** Map to be drawn using standard engineering scales (e.g. scale 1" = 100', 1" = 200', or 1" = 500') clearly depicting the area subject to the request, in relationship to the exterior property lines. All dimensions and area values shall be clearly labeled and appropriate symbols and/or line types shall be included in the map legend to depict the map intent.
- N/A 8. **Building Elevations:** All buildings and structures, including fences, walls, poles, and monument signs proposed for construction within the project shall be clearly depicted in vertical architectural drawings provided in accurate architectural scale. Architectural elevations of all building faces shall be presented.
- XX 9. **Submission Packets:** One (1) packet and a flash drive. Any digital documents need to have a resolution of 300 dpi. If materials are unreadable, you will be asked to provide a higher quality copy. The packet shall include one (1) 8.5" x 11" reduction of any applicable site plan, development plan, and/or application map. Labeling on these reproductions should be no smaller than 8 point on the 8.5" x 11" display. Large format sheets should be included in a slide pocket(s). Any specialized reports identified above shall be included as attachments or appendices and be annotated as such.

Notes:

- (i) Application and map submittals must comply with all specific criteria as established in the Washoe County Development Code and/or the Nevada Revised Statutes.

- (ii) Appropriate map engineering and building architectural scales are subject to the approval of the Planning and Building and/or Engineering and Capital Projects.
- (iii) All oversized maps and plans must be folded to a 9" x 12" size.
- (iv) Based on the specific nature of the development request, Washoe County reserves the right to specify additional submittal packets, additional information and/or specialized studies that clarify the potential impacts and potential conditions of development in order to minimize or mitigate impacts resulting from the project. No application shall be processed until the information necessary to review and evaluate the proposed project is deemed complete by the Director of Planning and Building.
- (v) **Labels:** If the assigned planner determines the abandonment will affect the access to a mobile home park, the applicant will be required to submit a list of mailing addresses for every tenant residing in the mobile home park.

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.

Project Information		Staff Assigned Case No.: _____	
Project Name: Highland Village			
Project Description: A request for approval of a development agreement to extend the time frame to record the next final map in a series of final maps by two additional years for an approved 215 unit single family residential subdivision.			
Project Address: 0 Highland Ranch Parkway, Washoe County, NV			
Project Area (acres or square feet): 55.15 Acres			
Project Location (with point of reference to major cross streets AND area locator): North Side of Highland Ranch Parkway at Midnight Drive			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
508-020-41	21.019 Acres		
508-020-43	33.598 Acres		
Indicate any previous Washoe County approvals associated with this application: Case No.(s).			
Applicant Information (attach additional sheets if necessary)			
Property Owner:		Professional Consultant:	
Name: LC Highland, LLC		Name: Krater Consulting Group, PC	
Address: 31103 Rancho Viejo Road. Suite D3099		Address: 1165 Mount Rose Street	
San Juan Capistrano, CA Zip: 92675		Reno, NV Zip: 89509	
Phone: (949) 322-9959 Fax:		Phone: (775) 815-9561 Fax:	
Email: jholbrook@landcapip.com		Email: ken@kcgnev.com	
Cell: (949) 322-9959 Other:		Cell: (775) 815-9561 Other:	
Contact Person: Jeff Holbrook		Contact Person: Ken Krater	
Applicant/Developer:		Other Persons to be Contacted:	
Name: LC Highland, LLC		Name:	
Address: 31103 Rancho Viejo Road. Suite D3099		Address:	
San Juan Capistrano, CA Zip: 92675		Zip:	
Phone: (949) 322-9959 Fax:		Phone: Fax:	
Email: jholbrook@landcapip.com		Email:	
Cell: (949) 322-9959 Other:		Cell: Other:	
Contact Person: Jeff Holbrook		Contact Person:	
For Office Use Only			
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

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)**.

We respectfully request that Washoe County take action to approve the attached Development Agreement to grant an extension of time on the approved Tentative Map for Highland Village, Tentative Map Case Number WTM20-004. Highland Village consists of approximately 55.15 acres, is located north of Highland Ranch Parkway at Midnight Drive, and was originally approved for 215 single family residential detached lots. 194 Lots are now planned.

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.

None.

Approval of the development agreement will have no impact on the project or the requirement to comply with Washoe County code and all conditions of approval. Note that we worked with Washoe County engineering during the final map review process to obtain approval from the Board of County Commissioners of a "Highland Ranch Parkway And Midnight Drive Traffic Signal Reimbursement Agreement" to provide for signalization of the Highland Ranch Parkway at Midnight Drive intersection for increased traffic and public safety. Please see the attached application materials and exhibits.

Original Tentative Map

TENTATIVE MAP PLANS HIGHLANDS VILLAGE

SUN VALLEY, WASHOE COUNTY, NEVADA

OWNER

CHARLES J FORNARO et al
3936 EAGLE CIRCLE
SLATINGTON, PA 18080

DEVELOPER

HIGHLAND VILLAGE PARKWAY, LLC
3500 LAKESIDE COURT, SUITE 211
RENO, NEVADA 89509
(775) 303-3789

PROJECT INFORMATION

HIGHLAND RANCH PARCEL INFO:

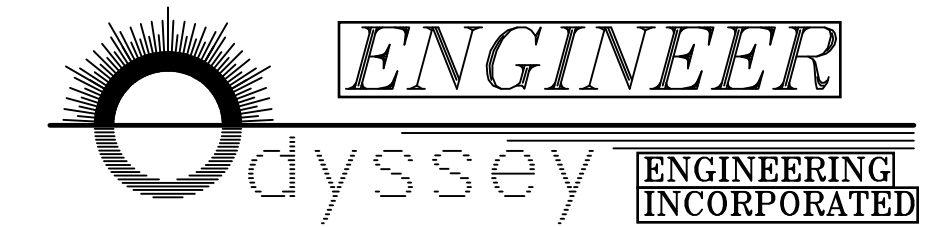
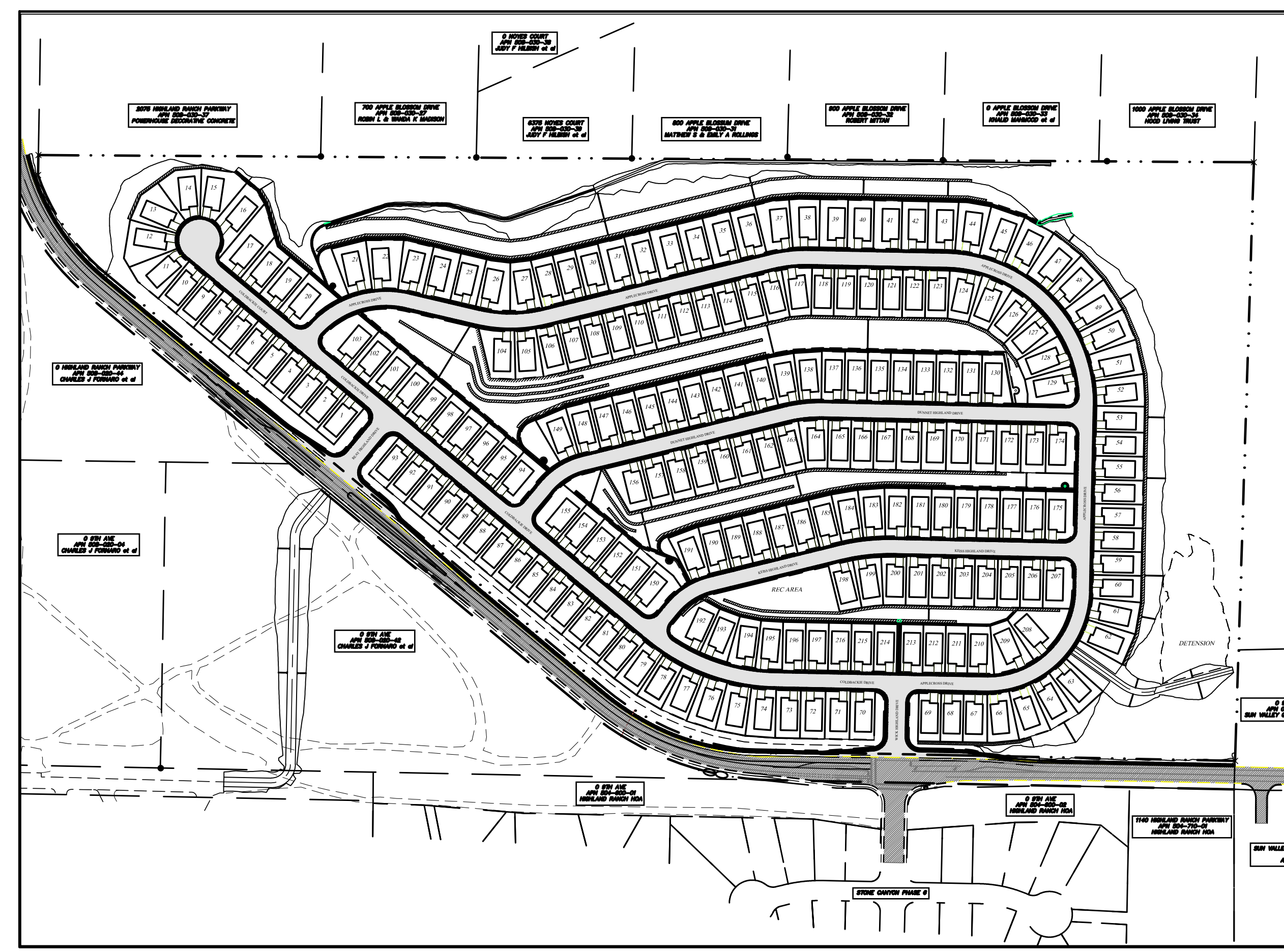
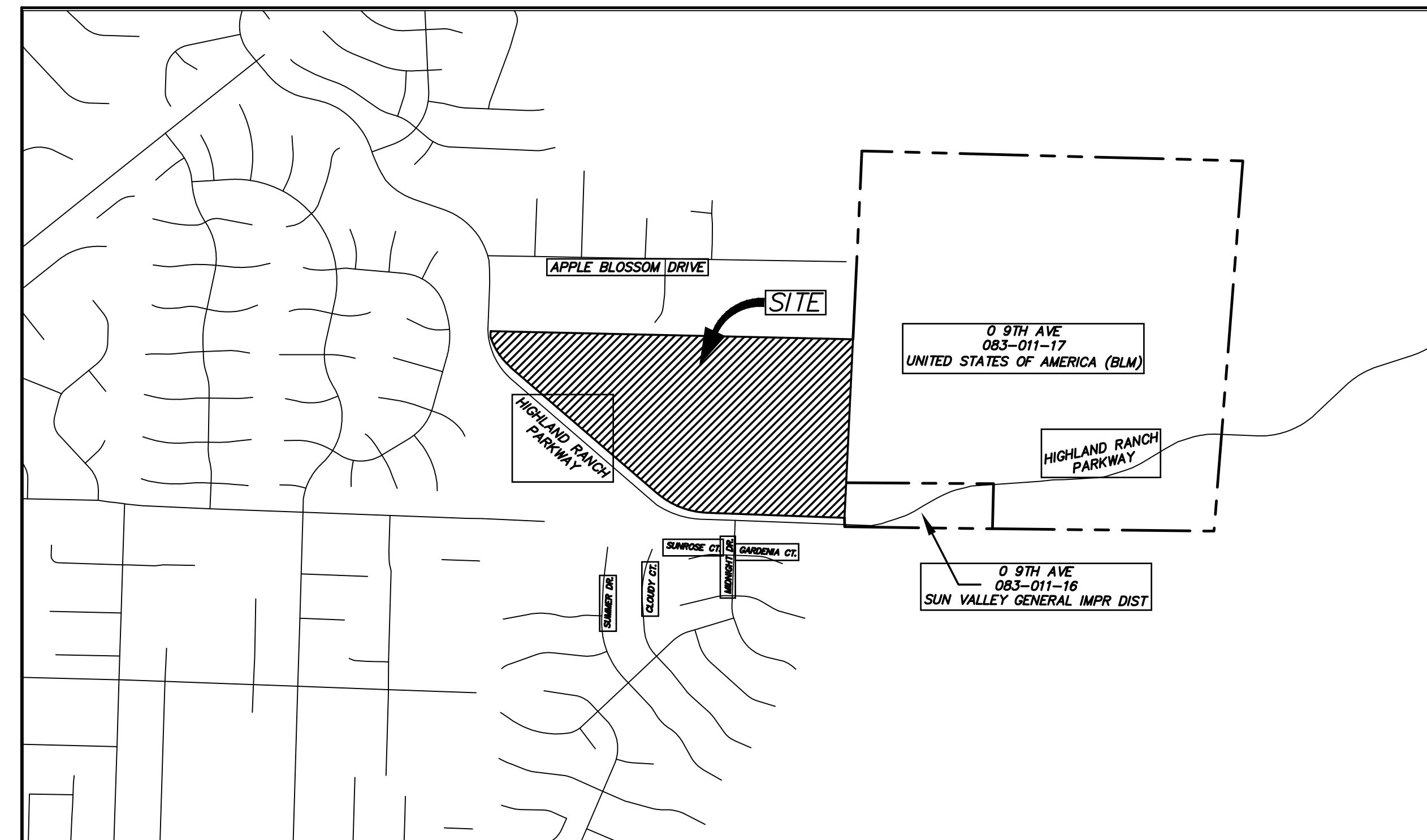
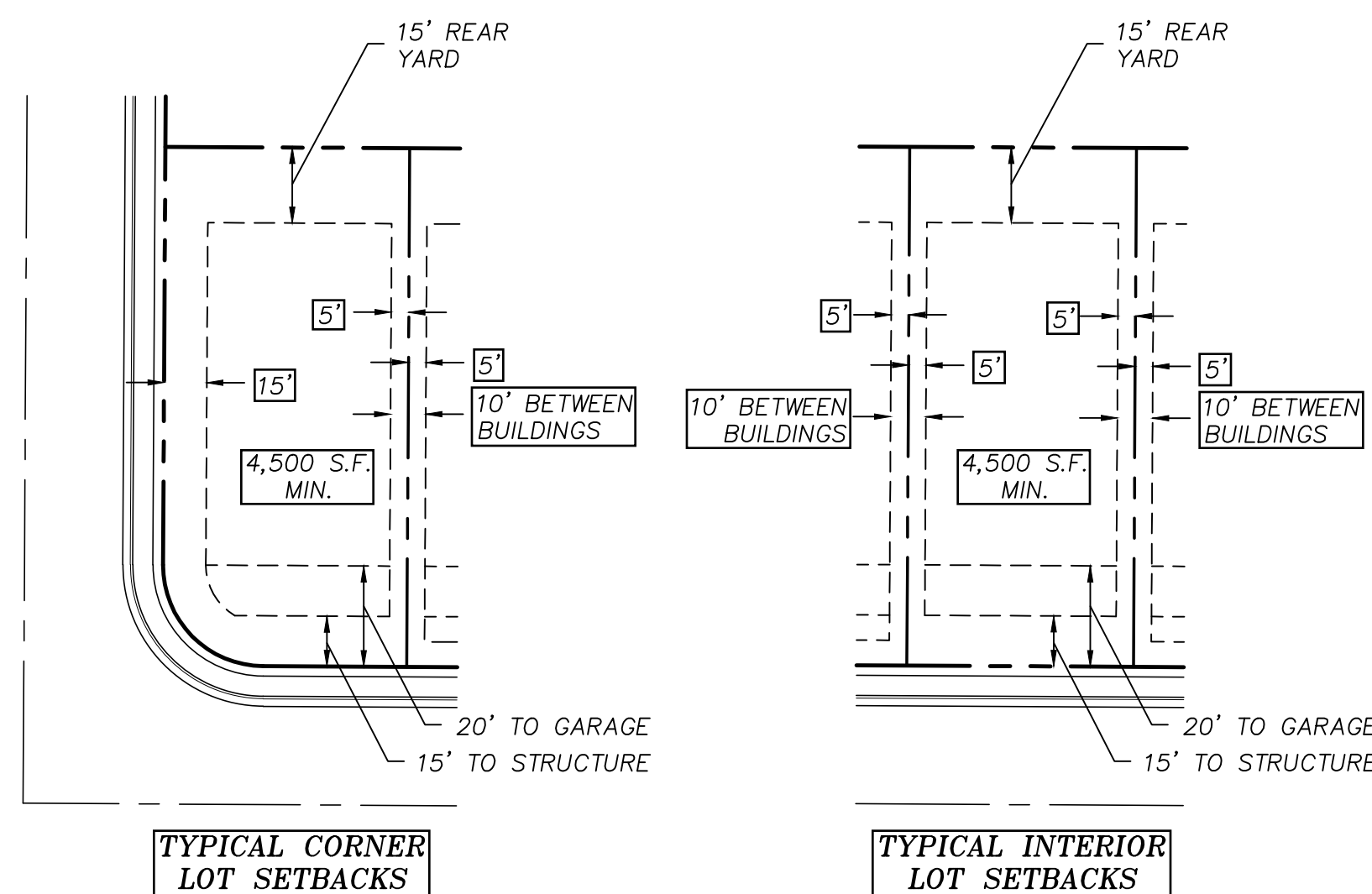
SITE LOCATION: PORTION OF SECTION 8, T20N - R20E

PROPOSED TENTATIVE MAP PARCEL INFO:

- TOTAL SITE AREA = ±55.15 ACRES
- PROPOSED COMMON AREAS = ±21.24 ACRES
- TOTAL RIGHT-OF-WAY = ±7.10 ACRES (PUBLIC)
- TOTAL LOT AREA = ±26.81 ACRES
- TOTAL No. OF UNITS = 216
- EXISTING ZONING = ?
- PROPOSED ZONING = ?
- LOT DENSITY = 8.06 UNITS/ACRE
- GROSS DENSITY = 3.92 UNITS/ACRE
- AVERAGE LOT SIZE = ±5,406 S.F.
- ASSESSORS PARCEL No. 528-330-10

PUBLIC SERVICES

GAS SERVICE:	NV ENERGY
WATER SERVICE:	SUN VALLEY GENERAL IMPROVEMENT DISTRICT
SEWER SERVICE:	SUN VALLEY GENERAL IMPROVEMENT DISTRICT
TELEPHONE:	AT&T NEVADA
CABLE T.V.:	CHARTER COMMUNICATIONS
ELECTRICAL SERVICE:	NV ENERGY
FIRE PROTECTION:	TRUCKEE MEADOWS FIRE DEPARTMENT
POLICE PROTECTION:	WASHOE COUNTY SHERIFF'S DEPARTMENT



CIVIL SHEET INDEX

C-1	TITLE SHEET
C-2	EXISTING CONDITIONS PLAN
C-3	OVERALL SITE PLAN
C-4	PRELIMINARY SITE PLAN
C-5	PRELIMINARY UTILITY PLAN
C-6	PRELIMINARY GRADING PLAN
L-1	PRELIMINARY LANDSCAPE PLAN

0 9TH AVE
083-011-17
UNITED STATES OF AMERICA (BLM)

BASIS OF BEARING:

BASED ON THE NEVADA WEST COORDINATE SYSTEM OF 1983 (NAD 83) WITH A GRID TO GROUND FACTOR OF 1.000197939 APPLIED.

BASIS OF ELEVATION:

BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) USING CONTROL BM 110 (EL=4509.99 FT), BASED ON RECORD OF SURVEY 3885 AS FILED IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.

FLOOD ZONE:

THIS PROJECT LIES ENTIRELY WITHIN A FEMA UNSHADED ZONE X PER FIRM MAP PANEL 32031C3032G EFFECTIVE DATE MARCH 16, 2009

ENGINEER'S CERTIFICATE

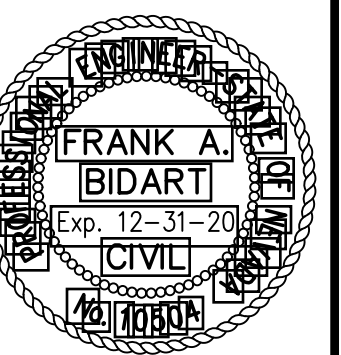
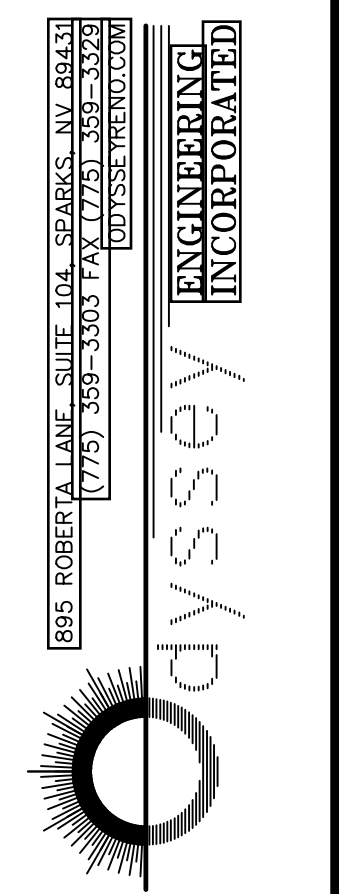
I, FRANK A. BIDART, DO HEREBY CERTIFY THAT THIS MAP HAS BEEN PREPARED BY ME, OR UNDER MY SUPERVISION AND WAS COMPLETED ON THIS XXTH DAY OF AUGUST, 2020.

FRANK A. BIDART

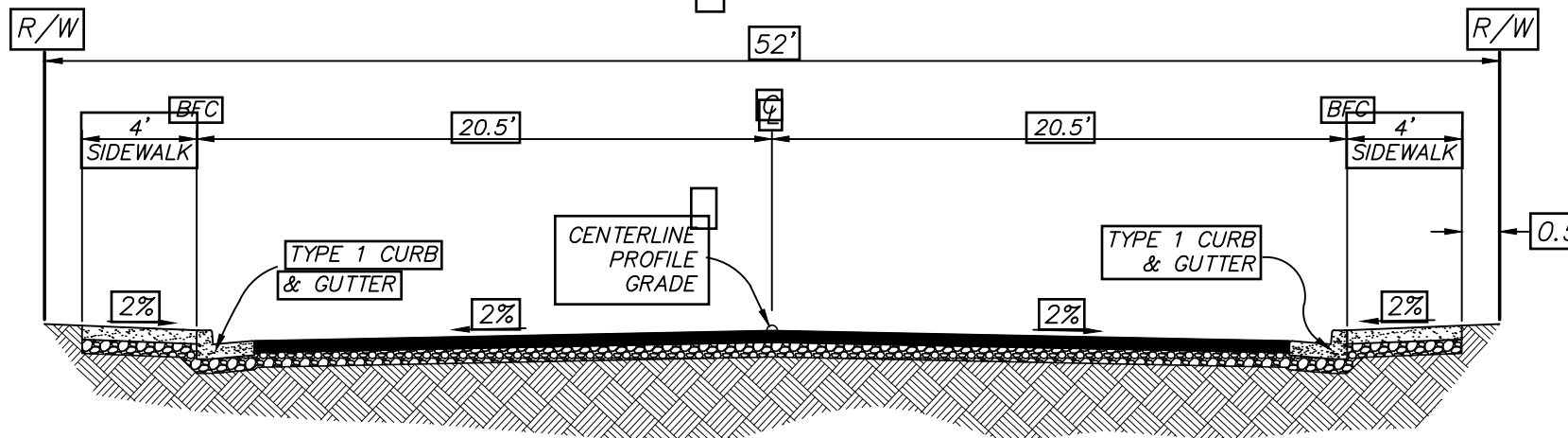
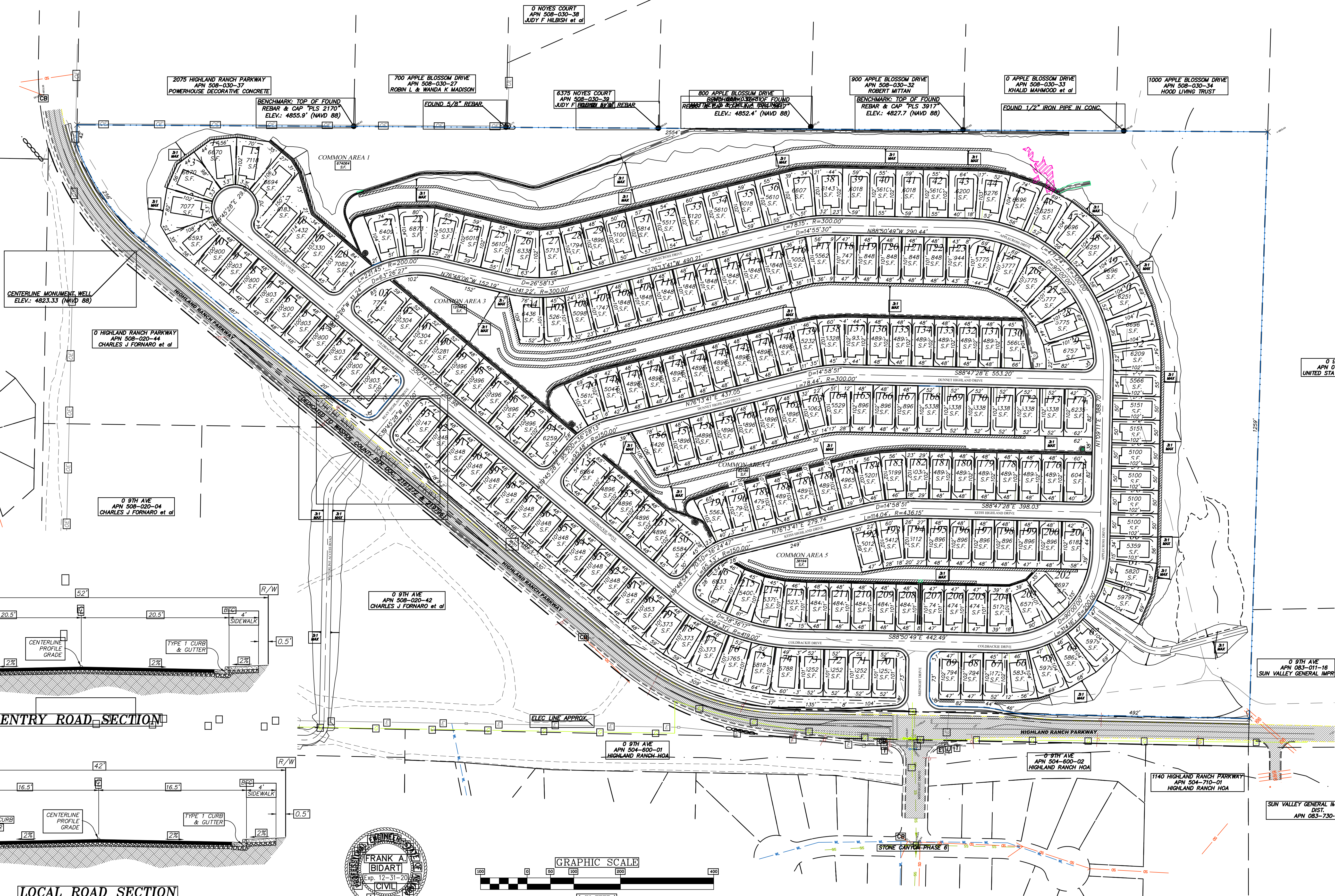
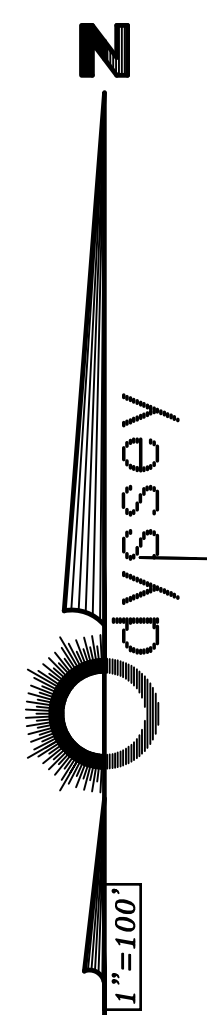
P.E. #10504

DATE	REV.	DATE	DESCRIPTION	BY	APP'D
AUGUST 2020					
DRAWN BY					
DESIGNED BY					
CHECKED BY					

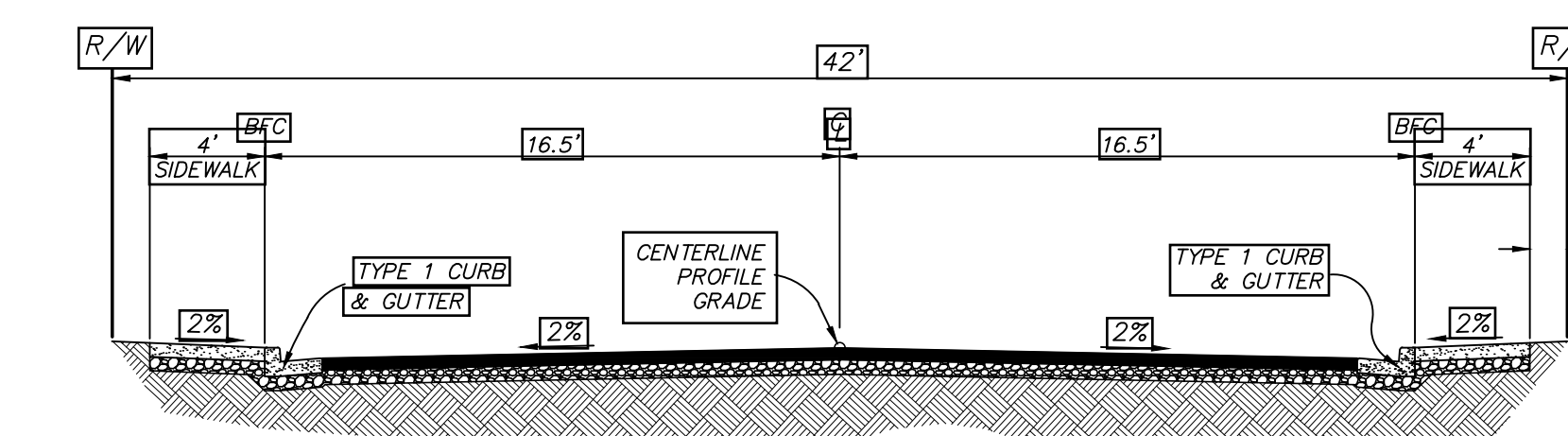
HIGHLANDS VILLAGE
TENTATIVE MAP
TITLE SHEET
SUN VALLEY
WASHOE COUNTY
NEVADA



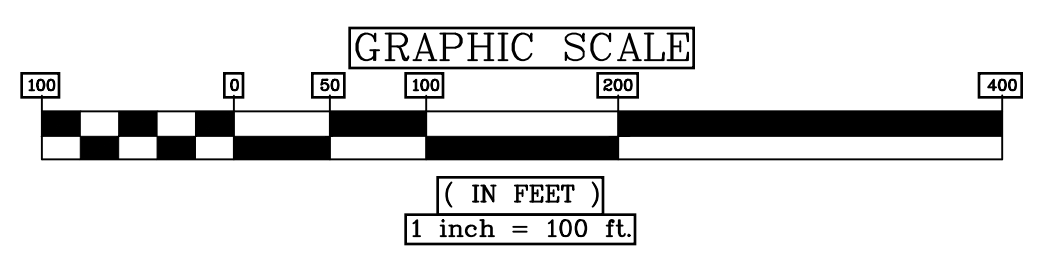
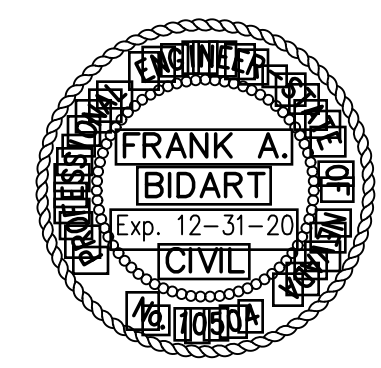
SCALE	
HORIZ.	
VERT.	
JOB NO.	3755
SHEET	C-1
OF	6



ENTRY ROAD SECTION



LOCAL ROAD SECTION

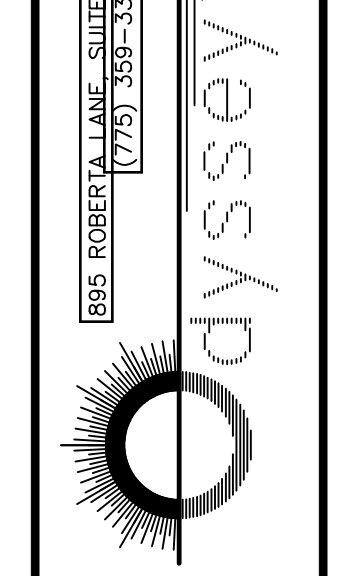


REV.	DATE	DESCRIPTION	BY	APP'D

DATE: AUGUST 2020
 DRAWN BY: F.B.
 DESIGNED BY: F.B.
 CHECKED BY: F.B.

HIGHLANDS VILLAGE
 TENTATIVE MAP APPLICATION
 SITE PLAN
 WASHOE COUNTY, NEVADA

505 ROBERT LA LANE, SUITE 104, SPARKS, NV 89411
 (775) 359-3303 FAX (775) 359-3303
 ENGINEERING INCORPORATED

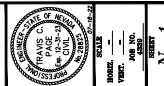


SCALE	HORIZONTAL = 100'
VERTICAL	N.T.S.
JOB NO.	X
SHEET	S-1
OF	X

**Final Map Currently In Process
(215 Lots)**

DATE	REVISION	DATE

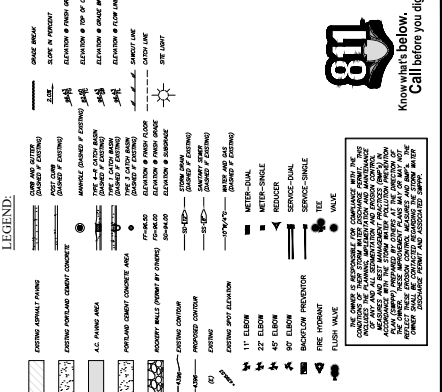
N-1
52



- CONSTRUCTION YARD**
1. ALL AREAS TO BE IMPROVED SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETED WITHIN THE ESTIMATED TIME FRAME. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT EROSION CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT LANDSCAPE PLANTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PUBLIC UTILITIES.
 2. ALL EXISTING UTILITIES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT LANDSCAPE PLANTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PUBLIC UTILITIES.

- ENCROACHMENT/EXCAVATION PERMIT NOTE:**
1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT LANDSCAPE PLANTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PUBLIC UTILITIES.

- SIGNAGE NOTES:**
1. ALL SIGNAGE SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT SIGNAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT LANDSCAPE PLANTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PUBLIC UTILITIES.
 2. ALL SIGNAGE SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT SIGNAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT LANDSCAPE PLANTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PUBLIC UTILITIES.



Know what's below.
Call before you dig.

- GRADING NOTES:**
1. ALL GRADING SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT GRADING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT LANDSCAPE PLANTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PUBLIC UTILITIES.
 2. ALL GRADING SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT GRADING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT LANDSCAPE PLANTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PUBLIC UTILITIES.

- UTILITIES NOTES:**
1. ALL UTILITIES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT LANDSCAPE PLANTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PUBLIC UTILITIES.
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- NOXIOUS WEED NOTES:**
1. ALL NOXIOUS WEEDS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT NOXIOUS WEEDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT LANDSCAPE PLANTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PUBLIC UTILITIES.
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- SLOPE STABILIZATION PROCEDURES:**
1. ALL SLOPE STABILIZATION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT SLOPE STABILIZATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT LANDSCAPE PLANTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PUBLIC UTILITIES.
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- GENERAL NOTES:**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT LANDSCAPE PLANTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PUBLIC UTILITIES.
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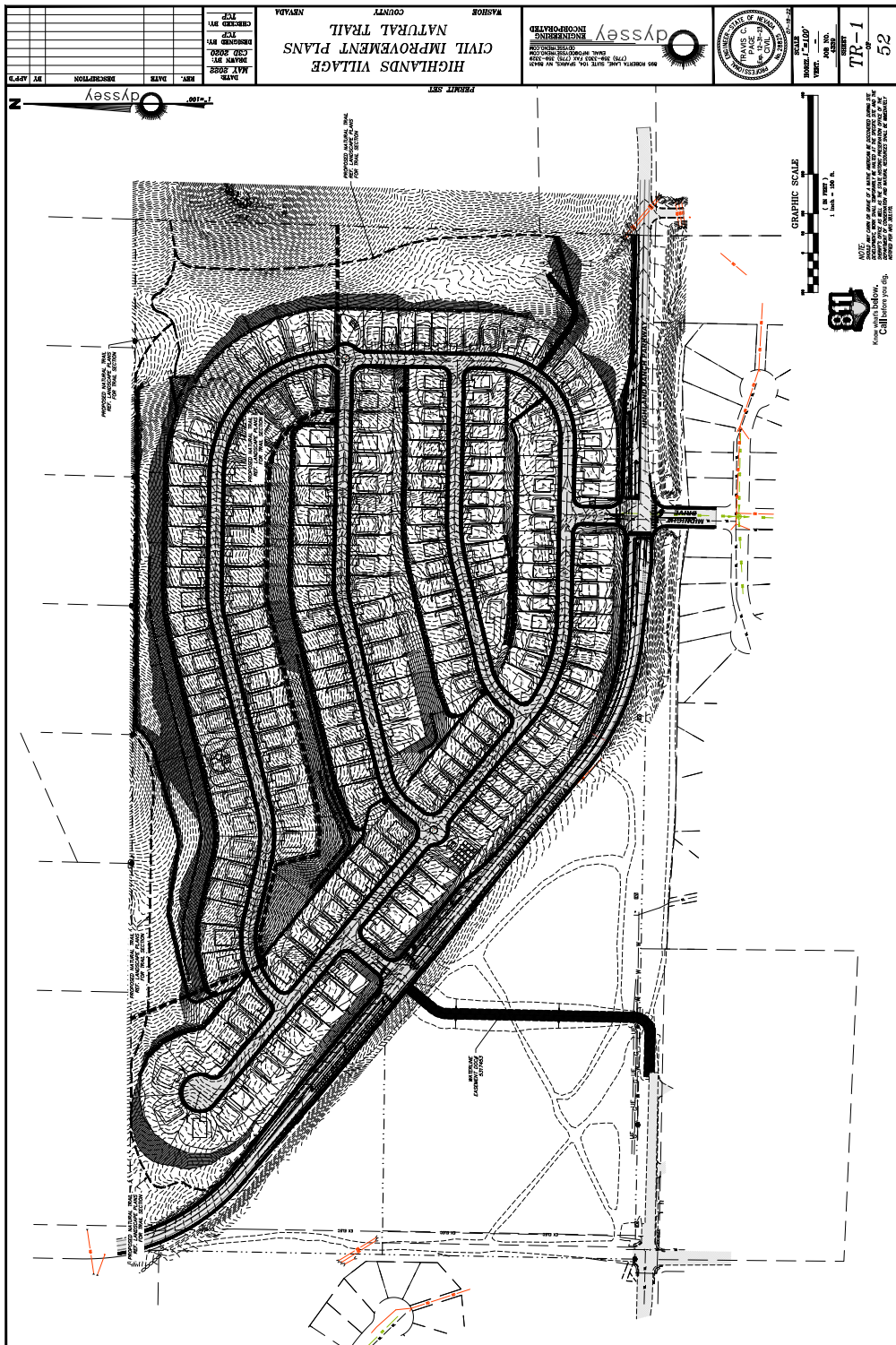
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DATE	REVISION	BY

WASHINGTON COUNTY, MARYLAND
HIGHLANDS VILLAGE
CIVIL IMPROVEMENT PLANS
NATURAL TRAIL

Pysssey INCORPORATED
 REGISTERED PROFESSIONAL ENGINEER
 19701 GARDNER DRIVE, SUITE 200, WASHINGTON, MD 20998
 301-463-1555 FAX 301-463-1556
 WWW.PYSSSEY.COM



PROJECT NO.	TR-1
DATE	5/2

DATE	REVISION

Pysssey
 1" = 100'

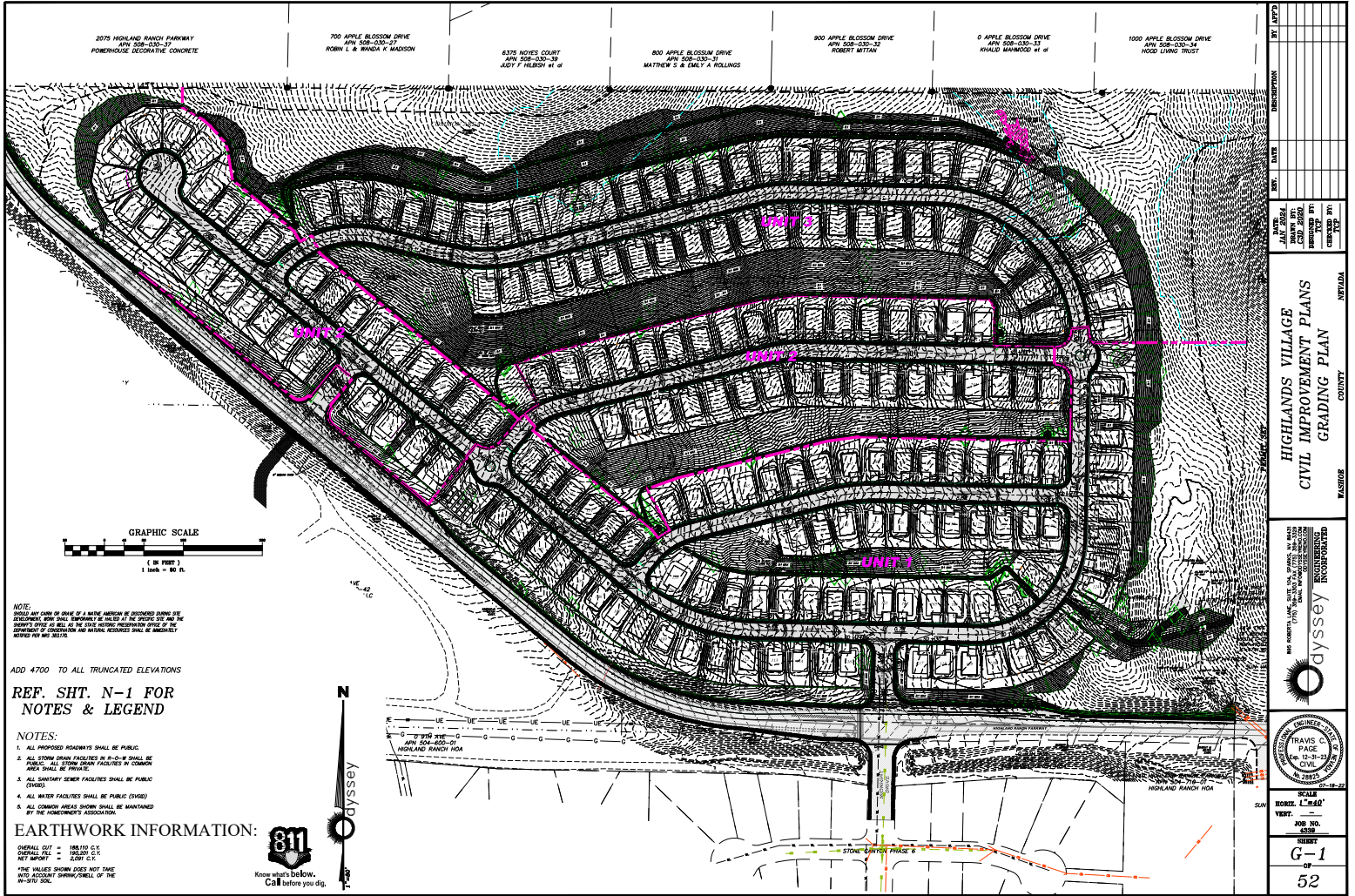
GRAPHIC SCALE
 1" = 100'

NOTE: THESE DRAWINGS ARE THE PROPERTY OF PYSSSEY, INC. AND ARE TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF PYSSSEY, INC. IS STRICTLY PROHIBITED.

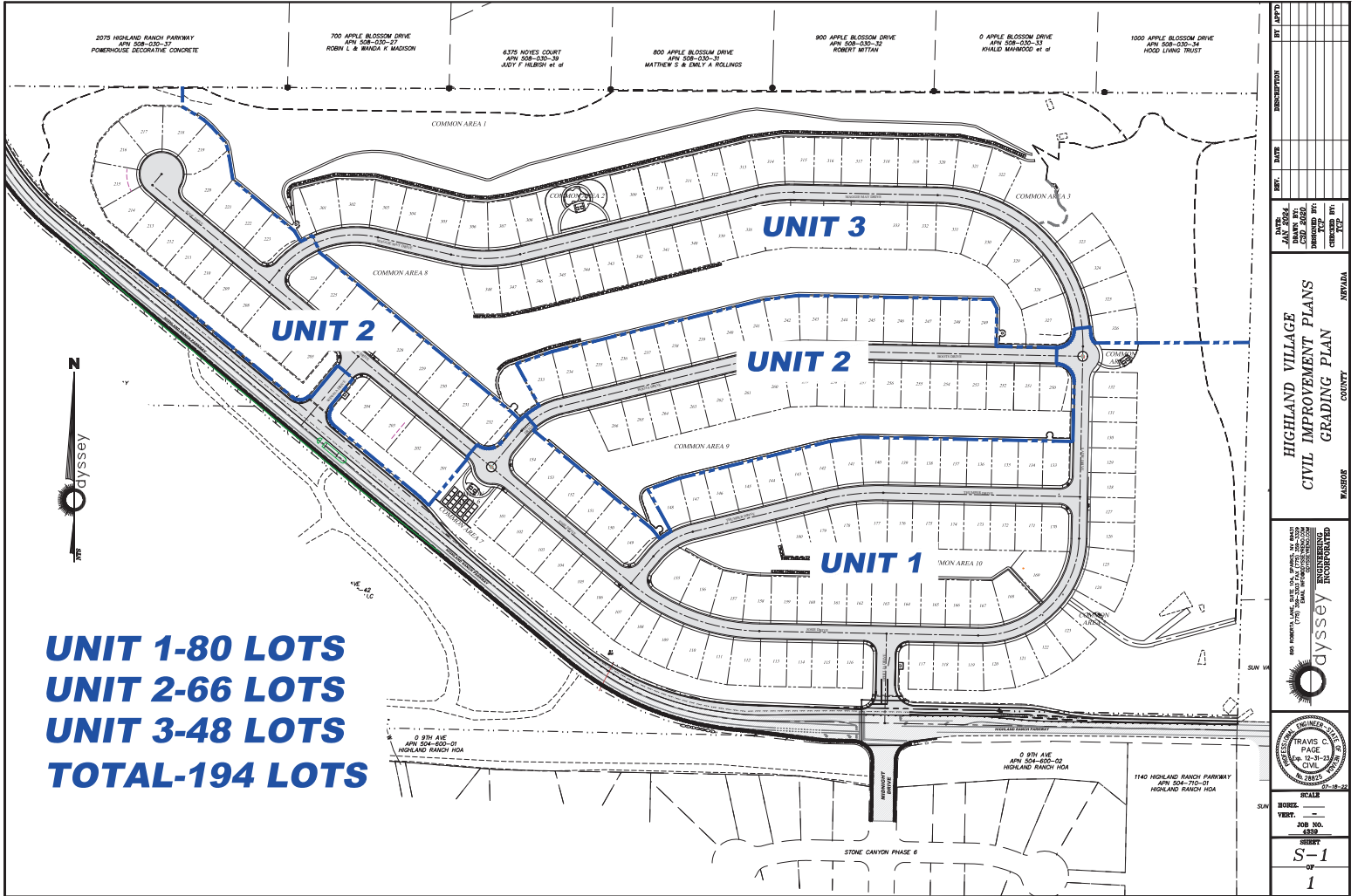
FROM THE CIVIL IMPROVEMENT PLAN TR-1, PROJECT NO. TR-1, DATED 5/2/08, WHICH IS HEREBY REFERENCED.

PERMITS SET

Currently Proposed Modifications (194 Lots)



Currently Proposed Phasing Plans



Written Approval of Final Map Plans

Subject: Highland Village
Date: Wednesday, July 20, 2022 at 8:17:26 AM Pacific Daylight Time
From: Wimer, Robert
To: Travis Page
CC: Kenneth Krater
Attachments: image001.png, image002.png, image003.png, image004.png, image005.png

Travis,

I believe we are ready for the final submittal. Please submit the checklist ([here](#)) and 4 stamped sets of plans.

Thank you,



Rob Wimer, PE | Licensed Engineer
Engineering & Capital Projects Division | Community Services Department
rwimer@washoecounty.gov | Office Voice Mail: 775.328.2059
Visit us first online: www.washoecounty.gov/csd
For additional information, email engineering@washoecounty.gov or call 775.328.2040





Sun Valley General Improvement District
5000 Sun Valley Boulevard
Sun Valley, NV 89433-8229
Phone: (775) 673-2220
Fax: (775) 673-1835

April 12, 2022

D.R. Horton
5190 Neil Rd., Ste 310
Reno, NV 89502

Attn: Ted Brown, Land Project Manager

RE: Plan Review for the proposed Highland Village 1

Dear Ted,

I have reviewed the plans for the proposed Highland Village 1 Subdivision, 215 Lots. Sun Valley General Improvement District approves of the plans as resubmitted for the proposed Highland Village 1 Subdivision. We look forward to working with you on this project and believe it will enhance the Sun Valley area.

Once the District has received General Water Facility Fee and General Sewer Facility Fee payment of \$2,986,920.00, a Wholesale Will Serve Letter from TMWA for 63.92 acre-feet and Washoe County Health Department Water Project Fee, we will submit water project for approval.

If you have any questions or concerns, please feel free to contact me at your convenience.

Sincerely,
Sun Valley G.I.D.

Brad Baeckel
Public Works Director
775-673-2220

SUN VALLEY
GENERAL
IMPROVEMENT
DISTRICT

Action Order - Conditions of Approval



WASHOE COUNTY
COMMUNITY SERVICES DEPARTMENT
 Planning and Building Division
 Planning Program

1001 EAST 9TH STREET
 RENO, NEVADA 89512-2845
 PHONE (775) 328-6100
 FAX (775) 328.6133

Planning Commission Action Order

Tentative Subdivision Map Case Number WTM20-004 (Highland Village)

Decision: Approval with Conditions

See Page 10 of 12 for
 Highland/Midnight
 Condition

Decision Date: November 16, 2020

Mailing/Filing Date: November 19, 2020

Property Owner: Charles J. Fornaro et al
 3936 Eagle Cir.
 Slatington, PA 18080

Assigned Planner: Julee Olander, Planner
 Washoe County Community Services Department
 Planning and Building Division
 Phone: 775.328.3627
 E-Mail: jolander@washoecounty.us

Tentative Subdivision Map Case Number WTM20-004 (Highland Village) – For possible action, hearing, and discussion to approve a tentative map to allow the subdivision of two contiguous parcels totaling 54.5 acres into a 215 lot common open space development; and to vary the grading standards in Article 438 to allow slopes greater than 10 feet in height. The proposal also seeks approval to vary the standards of Article 406 by reducing lot sizes and setbacks. The site is located north of Highland Ranch Pkwy. & north of Midnight Drive. By code, the maximum density allowed on the HDS portions of the property is seven dwellings per acre; however, by development agreement number 5053031, approved by the Washoe County Commission on July 14, 2020, the maximum density on the HDS portions of the property is further limited to 4.2 dwellings per acre. This proposal seeks an overall density on the HDS portions of the property of 3.9 dwellings per acre.

- **Applicant:** Regal Holdings of Nevada LLC
- **Property Owner:** Charles J. Fornaro et al
- **Location:** North of Highland Ranch Pkwy. & North of Midnight Drive
- **Assessor's Parcel Numbers:** 508-020-41 & 43
- **Parcel Sizes:** 21.0 & 33.5 acres
- **Master Plan Categories:** Suburban Residential (SR) & Rural (R)
- **Regulatory Zones:** High Density Suburban (HDS) (51.5 acres) & General Rural (GR) (3 acres)
- **Area Plan:** Sun Valley
- **Citizen Advisory Board:** Sun Valley
- **Development Code:** Article 408, Common Open Space Development and Article 608, Tentative Subdivision Maps
- **Commission District:** 5 – Commissioner Herman



To: Charles J. Fornaro et al
Subject: WTM20-004
Date: November 19, 2020
Page: 2

Notice is hereby given that the Washoe County Planning Commission granted approval with conditions of the above referenced case number based on the findings in accordance with Washoe County Code Chapter 110 (Development Code) Article 408, *Common Open Space 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, *Establishment of Commissions, Boards and Hearing Examiners*, of the Development Code. This decision is based on having made all ten findings in accordance with Washoe County 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,

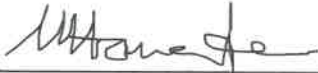
To: Charles J. Fornaro et al
Subject: WTM20-004
Date: November 19, 2020
Page: 3

compliance shall be required with all federal, state and local statutes, ordinances, and regulations applicable to the approved project.

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

Washoe County Community Services Department
Planning and Building Division

Mojra Hauenstein, P&B Division Director, for T. Lloyd:



Trevor Lloyd
Secretary to the Planning Commission

TL/JO/ks

xc:

Applicant: Regal Holdings of Nevada LLC, 3495 Lakeside Dr., #249, Reno, NV 89509, Email: ray@pezonella.com

Property Owner: Charles J. Fornaro, et al, 3936 Eagle Cir., Slatington, PA 18080

Consultant: KLS, John Krmptic, 1 East 1st Street, Suite 1400, Reno, NV 89501, Email: johnk@klsdesigngroup.com

Consultant: Odyssey Engineering , Frank Bidart, 895 Roberta Lane, Suite 104, Sparks, NV 89431, Email: frank@odysseyreno.com

Action Order xc: Nathan Edwards, District Attorney's Office; Keirsten Beck, Assessor's Office; Rigo Lopez, Assessor's Office; Tim Simpson, Utilities; Leo Vesely & Mitch Fink, Engineering and Capital Projects; Sophia Kirschenman, Washoe County Parks; Chris Melton, Sun Valley General Improvement District (SVGID); Dale Way / Brittany Lemon, Truckee Meadows Fire Protection District; Nevada Division of Environmental Protection, 901 South Stewart Street, Suite 4001, Carson City, NV 89701-5249; Brett Rodela, Washoe County School District; Regional Transportation Commission; Truckee Meadows Regional Planning Agency; Sun Valley Citizen Advisory Board, Chair



Conditions of Approval

Tentative Subdivision Map Case Number WTM20-004

The project approved under Tentative Subdivision Map Case Number WTM20-004 shall be carried out in accordance with the conditions of approval granted by the Planning Commission on November 16, 2020. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act.

Unless otherwise specified, all conditions related to the approval of this tentative subdivision map shall be met or financial assurance must be provided to satisfy the conditions of approval prior to the recordation of a final parcel map. 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 Building 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 parcel map may result in the institution 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.

STANDARD CONSIDERATIONS FOR SUBDIVISIONS
Nevada Revised Statutes 278.349

Pursuant to NRS 278.349, when contemplating action on a tentative subdivision map, the governing body, or the planning commission if it is authorized to take final action on a tentative map, shall consider:

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

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

Washoe County Planning and Building Division

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

Contact: Julee Olander, Planner, 775.328.3627, jolander@washoecounty.us

- a. The applicant shall demonstrate substantial conformance to the plans approved as part of this tentative parcel map.
- b. The subdivision shall be in substantial conformance with the provisions of Washoe County Development Code Article 604, Design Requirements, and Article 608, Tentative Subdivision Maps.
- c. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- d. In accordance with NRS 278.360, the sub-divider 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 one year 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.

- e. Final maps shall be in substantial compliance with all plans and documents submitted with and made part of this tentative map request, as may be amended by action of the final approving authority.
- f. All final maps shall contain the applicable portions of the following jurat:

THE TENTATIVE MAP FOR TM case number for map name WAS APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON DATE.

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 ALL CONDITIONS HAVE BEEN MET.

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

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

MOJRA HAUENSTEIN, DIRECTOR
PLANNING AND BUILDING

Jurat for ALL SUBSEQUENT FINAL MAPS

THE TENTATIVE MAP for <TM CASE NUMBER> APPROVED <denied> BY THE WASHOE COUNTY PLANNING COMMISSION ON <date>. [If the TM had been appealed to the BCC --- Add:] THE WASHOE COUNTY COMMISSION APPROVED THE TENTATIVE MAP ON APPEAL ON <date>.

THE FIRST FINAL MAP FOR THIS TENTATIVE MAP WAS APPROVED AND ACCEPTED FOR RECORDATION ON <date of Planning and Building Director's signature on first final map>. [Omit the following if second map.] THE MOST RECENTLY RECORDED FINAL MAP, <subdivision name and prior unit/phase #> FOR THIS

TENTATIVE MAP WAS APPROVED AND ACCEPTED FOR RECORDATION ON <date of Planning and Building 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 <date of last Planning Commission action to extend the tentative map>.

THIS FINAL MAP, <subdivision name and unit/phase #>, MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP; AND ALL CONDITIONS HAVE BEEN MET.

[Omit the following paragraph if this is the last final map.]

THE NEXT FINAL MAP FOR <TM CASE NUMBER> MUST BE APPROVED AND ACCEPTED FOR RECORDATION BY THE PLANNING AND BUILDING DIRECTOR ON OR BEFORE THE EXPIRATION DATE, THE ____ DAY OF _____, 20____, <add two years to the current expiration date unless that date is more than two years away> OR AN EXTENSION OF TIME FOR THE TENTATIVE MAP MUST BE APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON OR BEFORE SAID DATE.

<Insert Merger and Re-subdivision option as applicable>

THIS FINAL MAP IS APPROVED AND ACCEPTED FOR RECORDATION THIS ____ DAY OF _____, 20____ BY THE WASHOE COUNTY PLANNING AND BUILDING DIRECTOR. THE OFFER OF DEDICATION FOR <streets, sewers> IS REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NRS CHAPTER 278.

MOJRA HAUENSTEIN, DIRECTOR,
PLANNING AND BUILDING DIVISION

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

NOTE

Should any cairn or grave of a Native American be discovered during site development, work shall temporarily be halted at the specific site and the Sheriff's Office as well as the State Historic Preservation Office of the Department of Conservation and Natural Resources shall be immediately notified per NRS 383.170.

- h. 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.

- i. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to Engineering Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.
- j. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County.
- k. 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.
- l. The developer and all successors shall direct any potential purchaser of the site to meet with the Planning and Building 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 Building Division of the name, address, telephone number and contact person of the new purchaser within thirty (30) days of the final sale.
- m. Failure to comply with the conditions of approval shall render this approval null and void.
- n. The setbacks will be: 15 feet front yard, with 20 feet to the garage, 15 feet rear yard, and 5 foot side yard.
- o. The common open space owned by the homeowner's association (HOA) 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 Planning and Building staff and the District Attorney.
- p. Any imported earthen materials shall be "certified weed free" in order to prevent the spread of noxious weeds within the county.
- q. Any rip-rap that is not allowed per WCC 110.438 will be covered by dirt and vegetation as required per WCC 110.438.50(b).
- r. Rockery walls will require the voids in the face of the entire height of the rockery wall filled with smaller rock to eliminate any undermining by small animals.
- s. The grading on site shall be in compliance with applicable best management practices to minimize erosion.
- t. Two community park areas will be constructed with amenities including picnic tables, a tot lot and a community garden, which will be maintained by the HOA homeowner's association.
- u. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be submitted to Planning and Building 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 Planning and Building 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. Debris and litter removal;
 - c. Fire access and suppression; and
 - d. Maintenance of public access trails.
2. All drainage facilities and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowner's association.
 3. All open space identified as common area on the final map shall be privately maintained and perpetually funded by the homeowner's 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. All areas identified as trails on the final map shall be privately maintained and perpetually funded by the homeowner's 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.
 5. The area 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.
 6. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.
 7. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.
 8. No motorized vehicles shall be allowed on the platted common area or trails.
 9. 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.
 10. Solid waste collection is mandatory.

Washoe County Regional Parks and Open Space

2. The following conditions are requirements of parks, which shall be responsible for determining compliance with these conditions.
Contact: Sophia Kirschenman, Park Planner, 775.328.3623, skirschenman@washoecounty.us
 - a. The final map shall include a trails plan, developed in consultation with the Parks Program, that identifies non-motorized, public trails to be built as part of the project, providing access to the neighboring public lands. At a minimum, the trails plan shall identify east-west trail connectivity through the subdivision as well as several trail access points connecting the eastern side of the subdivision to the trail system. The trails shall be 3-ft-wide, native surface trails and shall be built utilizing sustainable trail design standards, as outlined in the United States Department of Agriculture's Trail Construction and Maintenance Notebook, 2007 edition.
 - b. The applicant shall dedicate a public trail easement to Washoe County over all trails built as part of the project.

- c. All fill dirt imported as part of the project is required to be "certified weed free."
- d. Best management practices will be used to prevent the spread of noxious and invasive weeds during construction activities. At minimum, the highlighted portion in Attachment 2 (Measures to Prevent the Spread of Noxious and Invasive Weeds During Construction Activities) shall be included in construction plans and specifications.

Washoe County Engineering and Capital Projects

- 3. The following conditions are requirements of the Washoe County Engineering Division, Land Development Program, which shall be responsible for determining compliance with these conditions.

Contact: Contact Name: Leo Vesely, P.E., 775.328.2313

- 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 Engineering Division a complete set of reproducible as-built construction drawings in an acceptable digital format prepared by a civil engineer licensed in the State of Nevada.
- c. 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 (BMPs) and shall include detailed plans for grading and drainage on each lot, erosion control (including BMP locations and installation details), slope stabilization and mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
- d. A note on the final map shall indicate that all drainage facilities shall be privately maintained and perpetually funded by the home owners association. The maintenance of the drainage facilities shall also be addressed in the home owner's association documents to the satisfaction of the District Attorney's Office.
- e. Any existing easements or utilities that conflict with the development shall be relocated, quitclaimed, and/or abandoned, as appropriate.
- f. 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.
- g. Appropriate easements shall be granted for any existing or new utilities, with each affected final map. This includes, but is not limited, to electrical lines, water lines, and drainage maintenance access.
- h. A 10 foot Public Utilities Easement and a 10 foot easement for traffic control signage, plowed snow storage and sidewalks shall be granted adjacent to all street rights-of-way.
- i. A design level geotechnical investigation with fault study shall be provided with the submittal of each final map.
- j. All cut slopes, fill slopes, and berms shall be setback from parcel lines and access easements in accordance with Washoe County Code Article 438.
- k. Prior to recordation of the affected final map, an ASTM E1527-13 Phase I Environmental Site Assessment shall be submitted for all parcels or right-of-way dedicated to Washoe County.

- I. A home owners association shall be created with the first final map for the purpose of maintaining all common areas and drainage facilities.

Washoe County Engineering Division – Drainage (County Code 110.420)

- m. 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.
- n. 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.
- o. 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.
- p. Any increase in stormwater runoff flow rate resulting from the development and based on the 5 year and 100 storm(s) shall be detained onsite.
- q. The following note shall be added to each final map; "All properties, regardless if they are located within or outside of a FEMA Special Flood Hazard Area, may be subject to flooding. The property owner is required to maintain all drainage easements and natural drainages and not perform or allow unpermitted and unapproved modifications to the property that may have detrimental impacts to surrounding properties."
- r. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and rock riprap shall be used to prevent erosion at the inlets and outlets of all culverts.
- s. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage leaving the site.
- t. The Truckee Meadows Regional Stormwater Quality Management Program Construction Permit Submittal Checklist and Inspection Fee shall be submitted with each final map.
- u. 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 home owners association. The maintenance and funding of private drainage facilities shall also be addressed in the home owner's association documents to the satisfaction of the District Attorney's Office.
- v. 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.
- w. Within drainage facilities, all slopes steeper than 3:1 shall be mechanically stabilized to control erosion. As an alternative to riprap, an engineered solution (geofabric, etc.) may be acceptable.
- x. Maintenance access and drainage easements shall be provided for all existing and proposed drainage facilities. All drainage facilities located within Common Area shall be constructed with an adjoining minimum 12' wide gravel access road. Maintenance

- access road shall be provided to the bottom of proposed detention basins as well as over County owned and maintained storm drainage facilities.
- y. Drainage easements shall be provided for all storm runoff that crosses more than one lot.
 - z. 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.
 - aa. Prior to the finalization of the first final map, an operation and maintenance plan for the maintenance of the project's detention basin and drainage facilities shall be developed in accordance with the Washoe County Code Article 421. The Operation and Maintenance Plan shall be incorporated into the project CC&R's to the satisfaction of the County Engineer and District Attorney's Office.
 - bb. Offsite drainage and common area drainage, draining onto residential lots shall be perpetuated around the residential lots and drainage facilities capable of passing a 100-year storm, shall be constructed with the subdivision improvements to perpetuate the storm water runoff to improved or natural drainage facilities. The maintenance of these drainage facilities shall be addressed in the home owner's association documents to the satisfaction of the County Engineer and the District Attorney's Office.

Washoe County Engineering Division – Traffic and Roadway (County Code 110.436)

Contact Information: Leo Vesely, P.E., 775.328.2041 or Mitchell Fink, P.E., 775.328.2050

- cc. 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.
- dd. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
- ee. 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.
- ff. Streetlights shall be constructed to Washoe County standards at locations to be determined at the final design stage.
- gg. Appropriate transitions shall be provided between the existing and proposed improvements at all proposed street connections. This may include removal and replacement of existing pavement.
- hh. All roadways shall be constructed with a minimum of 4 inches of hotmix asphalt meeting the requirements of Washoe County.
- ii. Sidewalks shall be constructed on both sides of the all streets and shall meet ADA requirements.
- jj. A 20 foot minimum setback is required between the back of the sidewalk and the front of the garage.

kk. 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.

ll. The Project Traffic Study shows the Highland Ranch Parkway/Midnight Drive/East Access intersection exceeds Washoe County's Level of Service (LOS) policy of LOS C. The intersection shall be mitigated through traffic design recommendations that are acceptable to Washoe County.

mm. The subdivision streets will be evaluated by Washoe County to determine if traffic calming is warranted. The spacing and type of traffic calming devices shall be determined at the time of final design.

nn. Sidewalk and curb and gutter shall be constructed along the Highland Ranch Parkway property frontage and shall meet ADA requirements.

oo. The Developer has proposed the construction of a roundabout at the Highland Ranch Parkway and west project access intersection. Washoe County fully supports the building of the proposed roundabout if the Developer decides to proceed with the construction. The roundabout shall meet all applicable County and regional standards and requirements. An update to the Project Traffic Study will be required with the construction a proposed roundabout.

pp. Right turn lanes shall be constructed per AASHTO standards on Highland Ranch Parkway at the east and west project accesses.

qq. Speed cushions shall be installed on Midnight Drive, Lightning Drive, and Magenta Drive to mitigate cut-through traffic generated by the project development. The spacing shall be determined at the time of final design.

rr. Rectangular Rapid Flashing Beacons (RRFB) shall be installed for any pedestrian crosswalks crossing Highland Ranch Parkway.

Sun Valley General Improvement District (SVGID)

4. The following conditions are requirements of the SVGID, which shall be responsible for determining compliance with these conditions.

Contact: Chris Melton, 775.673.2253, CMelton@svgid.com

a. The parcels (508-020-41 & 43) will need to be annexed into Sun Valley GID's service territory.

b. Any water rights that may be required for the development will be required to be dedicated to Sun Valley GID via Wholesale Will Serve provided by Truckee Meadows Water Authority.

c. The development will be subject to Sun Valley GID's Water and Wastewater Facility Fees.

d. Sun Valley GID signature will be on the Jurat.

e. The development will compliance with all applicable regulations and policies of the Sun Valley GID.

Truckee Meadows Fire District (TMFD)

5. The following conditions are requirements of the TMFD, which shall be responsible for determining compliance with these conditions.

Contact: Dale Way & Brittany Lemon, 775.326.6000, dway@tmfpd.us / blemon@tmfpd.us

Fire Apparatus Access Roads

- a. Fire apparatus access roads shall be in accordance with *International Fire Code* Appendix D and all other applicable requirements of the IFC. (IFC 503.1 / D101.1)
- b. Approved fire apparatus access roads shall be required for every facility, building, or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access roads shall comply with the requirements of IFC Section 503 and Appendix D and shall extend to within 150 feet of all portions of the facility and all portions of the *exterior walls* of the first story of the building as measured by an *approved* route (as the hose lays around obstructions) around the exterior of the building or facility. (IFC 503.1.1)
- c. Fire apparatus access roads shall have an all-weather surface and be capable of supporting the weight of Fire District apparatus (80,000 pounds). (IFC 503.2.3 / D102.1)
- d. Fire apparatus access roads shall have a minimum width of 20 feet (with no parking), 26 feet (one side parking), and 32 feet (parking on both sides), exclusive of shoulders, and an unobstructed vertical clearance of not less than 13 feet 6 inches. (IFC 503.2.1 / D103.6.1 / D103.6.2)
- e. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1). (IFC D103.1)
- f. Fire apparatus access roads less than the width required for parking on both sides shall be marked and/or signed in accordance with Section 503.3 and Appendix D103.6 to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. (IFC 503.3 / D103.6)
- g. Fire apparatus access roads shall not exceed 10 percent in grade. Angles of approach and angles of departure must not exceed 6 percent for 25 feet before or after the grade change. (IFC D103.2 / 503.2.8)
- h. Fire apparatus access roads shall have a minimum inside turning radius of 28 feet, and a minimum outside turning radius of 52 feet. (IFC D103.3)
- i. Dead-end fire apparatus access roads in excess of 150 feet shall be provided with width and turnaround provisions in accordance with Table D103.4. (IFC D103.4)
- j. Developments of one- or two-family *dwelling*s where the number of *dwelling units* exceeds 30 shall be provided with two separate and *approved* fire apparatus access roads. (IFC D107.1)

Fire Protection Water Supplies

- k. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. (IFC 507.1)
- l. The number of fire hydrants available to a building shall be not less than the minimum specified in Table C102.1. (IFC C102.1)
- m. Fire hydrant systems shall comply with Washoe County Standard Detail W-23 and IFC Sections 507.5.1 through 507.5.6. (IFC 507.5 / Washoe County Code)
- n. Fire hydrants must be spaced at a maximum separation of 500 feet along the required apparatus access lane in residential areas and 1,000 feet where not required for structures to provide for transportation hazards. Hydrant spacing may be increased by 125 feet if all structures within the development are provided with fire sprinkler protection. There is no allowable increase for hydrants installed for transportation hazards. (IFC Table C102.1)

- o. In developments with R-3 occupancies, where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official. (IFC 507.5.1)
- p. Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. (IFC 507.5.4)
- q. A 3-foot minimum clear space shall be maintained around the circumference of fire hydrants, as measured from the furthest edge of a fire hydrant in any direction. (IFC 507.5.5)
- r. Fire hydrants shall not be located within six feet of a driveway, power pole, or light standard. (IFC 507.5.6)
- s. Fire hydrants shall be located adjacent to apparatus access lanes and a minimum of four feet and a maximum of seven feet from back of curb. Provide a detail on the plans. (IFC 507.5.6)
- t. Fire hydrants shall have a concrete pad around the base in accordance with Washoe County Standard Detail W-23.

International Wildland-Urban Interface Code

- u. All parcels located in other than a Low Hazard WUI Rating shall comply with all provisions of the IWUI as adopted and amended by TMFPD and Washoe County Building.
- v. The IWUI Fire Hazard designation for your project is available on the provided Washoe Regional Mapping System link. (<https://gis.washoecounty.us/wrms/firehazard>). After you have found your property using the address search feature, the color of the background area will indicate your wildland fire risk.
- w. When you have determined your Fire Risk Rating use the link provided, to determine the *IWUIC* construction and defensible space requirements. (https://www.washoecounty.us/building/Files/Files/2012%20WUI%20CODE%20GUIDE_rev%2011-25-13.pdf).

*** End of Conditions ***

NV Energy – Line Extension Agreements



04/11/2023

LC HIGHLAND, LLC

27132 B PASEO ESPADA STE 1226
SAN JUAN CAPISTRANO, CA 92675

Dear JEFFREY HOLBROOK,

RE : E-HIGHLANDS VILLAGE PH 1-215 UNITS-EG-LC HIGHLAND,
LLC
Project ID# : 3008451174

The enclosed documents specify costs and responsibilities to provide electric facilities to the above referenced project. Should you decide to proceed with this project, please sign and return an original copy of the enclosed document(s) to the address listed on the attached Memorandum Advanced Statement of Advance/Credit.

The Agreement constitutes a contract regarding installation costs for the requested service. As such, it requires the signature of a person legally authorized to enter into this Agreement. Please ensure that the name and title of the person signing the contract are clearly printed or typed on the lines immediately following the signature. Confusion regarding the authority of the person signing the contract may result in a delay to the installation of electric facilities. A copy of the executed agreement will be returned to you at the above address.

The Terms and Conditions of this proposal shall be firm for 90 days from the date of this letter, at which time the Agreement is no longer valid. After 90 days we may provide you with a new Agreement with revised costs and/or design changes. These changes could be a result of, but are not limited to, field condition changes, project work order connection point, proportionate share and attachment costs, contingent projects, and project labor, material, and tax cost increases. The project is subject to cancellation 180 days from the date of this letter. In the event of project cancellation, you must reimburse Utility for all costs expended on the project and the design in accordance with Rule 9, Section A.2.

In an effort to facilitate completion of this utility work, please submit an application for meterset upon assignment of address(es) from your government agency. This meterset information is required prior to receiving service.

Should you have any other questions regarding this Agreement, please contact me at (775)834-7295.

Sincerely,

Christopher Martini

Sr Utility Design Admin



09/14/2022

LC HIGHLAND, LLC
27132 B PASEO ESPADA STE 1226
SAN JUAN CAPISTRANO CA 92675

Dear JEFFREY HOLBROOK,

RE : G-HIGHLANDS VILLAGE PH 1-215 UNITS-GE-LC HIGHLAND, LLC

Project ID# : 3008451304

The enclosed documents specify costs and responsibilities to provide gas facilities to the above referenced project. Should you decide to proceed with this project, please sign and return an original copy of the enclosed document(s) to the address listed on the attached Memorandum Advanced Statement of Advance/Credit.

The Agreement constitutes a contract regarding installation costs for the requested service. As such, it requires the signature of a person legally authorized to enter into this Agreement. Please ensure that the name and title of the person signing the contract are clearly printed or typed on the lines immediately following the signature. Confusion regarding the authority of the person signing the contract may result in a delay to the installation of gas facilities. A copy of the executed agreement will be returned to you at the above address.

The Terms and Conditions of this proposal shall be firm for 90 days from the date of this letter, at which time the Agreement is no longer valid. After 90 days we may provide you with a new Agreement with revised costs and/or design changes. These changes could be a result of, but are not limited to, field condition changes, project work order connection point, proportionate share and attachment costs, contingent projects, and project labor, material, and tax cost increases. The project is subject to cancellation 180 days from the date of this letter. In the event of project cancellation, you must reimburse Utility for all costs expended on the project and the design in accordance with Rule 9, Section G.4.

In an effort to facilitate completion of this utility work, please submit an application for meterset upon assignment of address(es) from your government agency. This meterset information is required prior to receiving service.

Should you have any other questions regarding this Agreement, please contact me at (775)834-7295.

Sincerely,

Christopher Martini
Utility Design Administrator

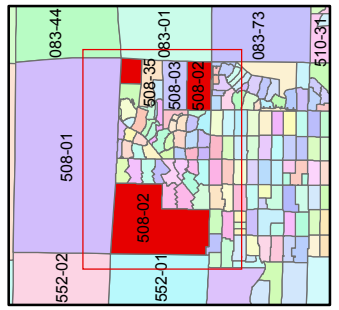
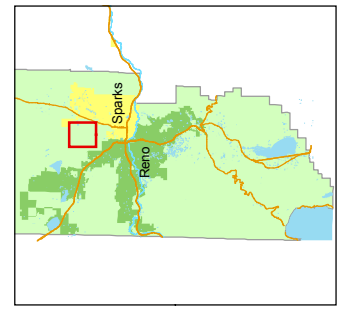
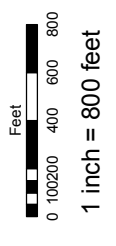
Assessor Parcel Maps

STATE OF NEVADA

**WASHOE COUNTY
ASSESSOR'S OFFICE**

Joshua G. Wilson, Assessor

1001 East Ninth Street
Building D
Reno, Nevada 89512
(775) 328-2231

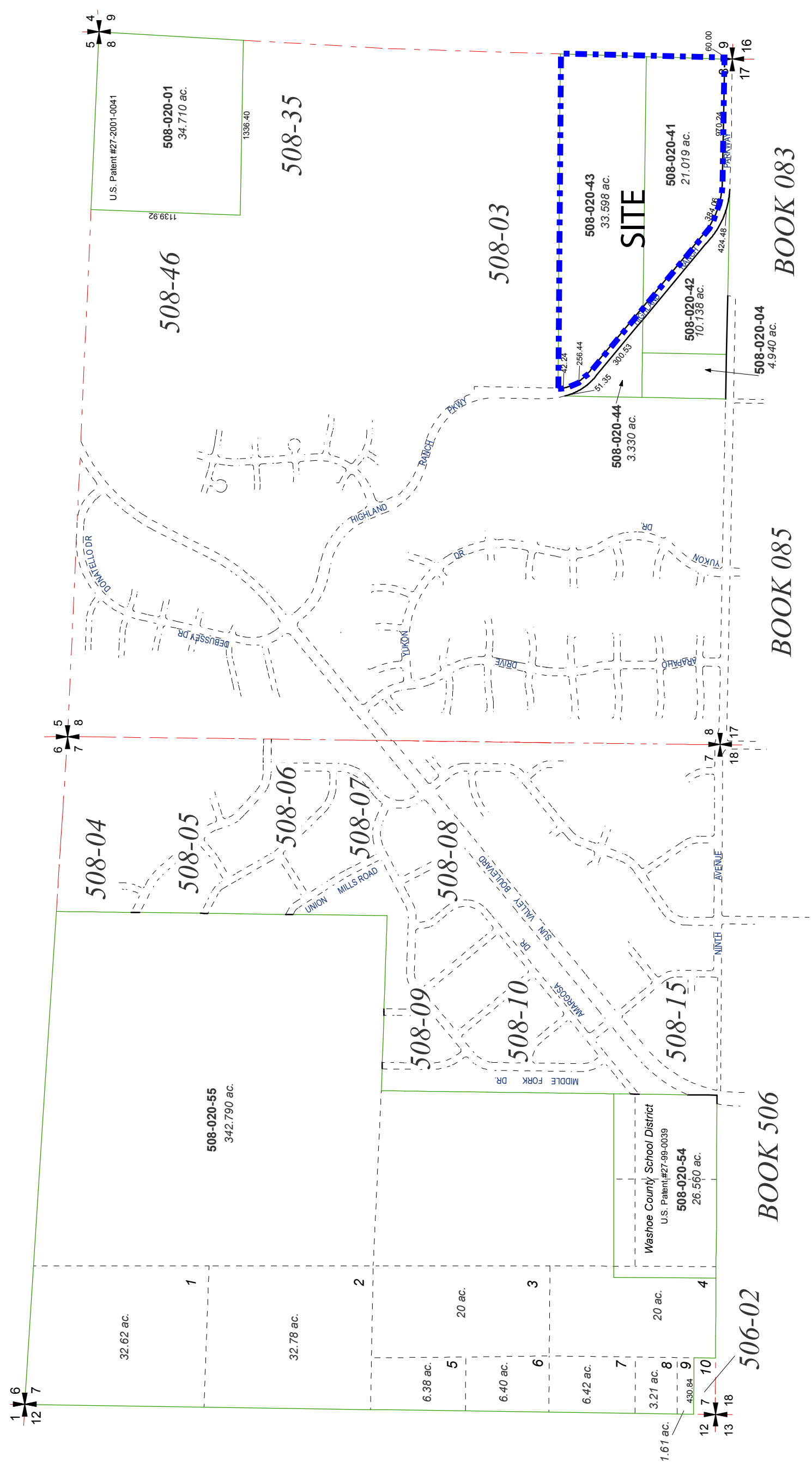


created by: DSR 1/13/2011
last updated: CFB 01/18/2011

area previously shown on map(s)

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

SECTIONS 7 & 8, T20N - R20E



BOOK 506

BOOK 085

BOOK 083

Proof of Property Tax Payments