



WASHOE COUNTY

Integrity Communication Service

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STAFF REPORT

COMMISSION MEETING DATE: September 3, 2019

DATE: August 22, 2019

TO: Open Space and Regional Parks Commission

FROM: Sophia Kirschenman, Park Planner, Community Services Department, 328-3626, skirschenman@washoecounty.us

THROUGH: Eric Crump, Acting Director, 328-2182, ecrump@washoecounty.us

SUBJECT: Review, discussion, and possible recommendation to the Board of County Commissioners to approve the Blackstone Estates Park Agreement between Washoe County and JC Blackstone, LLC for use of Residential Construction Tax funds [not to exceed \$280,000] to build the Blackstone Estates Park.

SUMMARY

The Blackstone Estates Park project will consist of the build out of a neighborhood park. Improvements will include several benches and picnic tables, a bike rack, pet station, shade structure, walking paths, turf area and a playground, as well as irrigation and landscaping (see Exhibit 2).

Construction of the park is being partially funded through the use of Residential Construction Tax collected through the construction of the Blackstone Estates and Sugarloaf Ranch subdivisions. The remaining costs will be funded by the developer. The park will be constructed on land to be conveyed to the Homeowners' Association (HOA) and the HOA will manage and maintain the park in perpetuity, pursuant to a subsequent agreement between Washoe County and the HOA. Per the Blackstone Estates Park Agreement, the subsequent agreement between Washoe County and the HOA must be executed before the park is conveyed to the HOA.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities

PREVIOUS ACTION

May 7, 2019 – The Washoe County Planning Commission approved Amendment of Conditions Case Number WAC19-0002 (Exhibit 1) to amend the conditions of approval for Tentative Subdivision Map Case Number TM15-001. The conditions of approval for TM15-001 required the developer of the Blackstone Estates subdivision to construct a neighborhood park prior to the recordation of the 80th lot within the subdivision. The amended condition requires construction of the park prior to the recordation of the 107th lot in the subdivision, or issuance of the Certificate of Occupancy for the 80th home, whichever occurs first.

October 4, 2016 – The Planning Commission approved Tentative Subdivision Map Case Number TM15-001, which allowed for the creation of 161 lots for a single family residential subdivision. As proposed by the applicant, the conditions of approval required the developer to construct a neighborhood park prior to the recordation of the 80th lot within the subdivision.

BACKGROUND

In 2016, a tentative subdivision map application was submitted to the Washoe County Community Services Department for a 161-lot single family detached, common open space subdivision along Calle de la Plata in Spanish Springs. The developers proposed the construction of a neighborhood park within the subdivision to serve residents in the area. Terms were negotiated and Washoe County agreed to reimburse the developers with the Residential Construction Tax (RCT) funds generated through this development as well as an adjacent development (Sugarloaf Ranch subdivision) being undertaken by the same developer.

In order to utilize RCT funds, Washoe County Regional Parks and Open Space also required that the park remain open to the public during normal park hours and that the HOA agree to manage, maintain, update, and repair the park in perpetuity. Per condition of approval 1.y for Tentative Subdivision Map Case Number TM15-001, the developer was required to complete construction of the neighborhood park prior to the recordation of the 80th lot. Due to staff turnover, Washoe County Regional Parks and Open Space was unable to execute a park construction agreement with the developers in a timely manner. Thus, the developer requested an amendment of condition 1.y to allow for additional time to construct the park. The amended condition requires construction of the park prior to the recordation of the 107th lot in the subdivision, or issuance of the Certificate of Occupancy for the 80th home, whichever occurs first.

Per the staff report for TM15-001, the exact location of the park is subject to change, but will likely be located along the western edge of the subdivision and must be a minimum of 1.5 acres in size. Specific amenities will include benches, picnic tables, playground infrastructure, and turf area. The layout of the park was developed through consultation with Washoe County Regional Parks and Open Space and conforms to Washoe County standards.

Consistency with the 2019 Washoe County Regional Parks and Open Space Master Plan
While the 2019 Washoe County Regional Parks and Open Space Master Plan (Parks Master Plan) had not been completed when the original tentative parcel map was approved requiring construction of the Blackstone Estates Park, it should be noted that construction of the park does conform to the goals and policies of the draft Parks Master Plan. Specifically, Strategy 1.B.4 states “Encourage individuals, private foundations, and/or private developers to give donations of land, gifts, and/or cash for construction of public recreation facilities.” The current project would not be possible without the donation of land and cash from the developer. Additionally, the Spanish Springs Planning Area Map identifies underserved residents located less than 1 mile away from the proposed park location. The construction of the Blackstone Estates Park will fill an existing gap and provide recreational amenities to an underserved community.

FISCAL IMPACT

A total of \$280,000 Residential Construction Tax (RCT) is estimated to be generated from the construction of the Blackstone Estates subdivision and the Sugarloaf Ranch subdivision. RCT funds collected will be reimbursed to the developer based on the park total design and construction costs or \$1,000 per house completed in both subdivisions up to \$280,000, whichever is less.

RCT funds collected will be posted in the Parks Capital Fund (404), District 2C Spanish Springs (900280). Reimbursements will be paid to the developer as RCT funding is available and invoices and request for reimbursement are received. A project account number will be established for this project.

There will be no maintenance costs to the County. All maintenance associated with the park will be the responsibility of the Homeowners' Association.

RECOMMENDATION

It is recommended that the Park Commission recommend that the Board of County Commissioners approve the Blackstone Estates Park Agreement between Washoe County and JC Blackstone, LLC for use of Residential Construction Tax funds [not to exceed \$280,000] to build the Blackstone Estates Park.

POSSIBLE MOTION

Should the Commission agree with staff's recommendation, a possible motion would be: "Move to recommend to the Board of County Commissioners approval of the Blackstone Estates Park Agreement between Washoe County and JC Blackstone, LLC for use of Residential Construction Tax funds [not to exceed \$280,000] to build the Blackstone Estates Park."

Attachment A – Agreement with Exhibits

BLACKSTONE ESTATES PARK AGREEMENT

Dated as of _____(“Effective Date”)

Art. 1 PARTIES, RECITALS.

§1.01 Parties. This Residential Construction Tax Credit Agreement (the “Agreement”) is by and between:

- Developer** JC Blackstone, LLC (“Developer”)
 - A Nevada limited liability company
 - 5400 Equity Avenue
 - Reno, Nevada 89502
 - ATTN: KDH Builders

- County** County of Washoe (“County”)
 - A political subdivision of the State of Nevada
 - 1001 E. 9th Street
 - Reno, NV 89512
 - ATTN: Community Services Department

Individually, Developer and County may be referred to as a “Party” and collectively, as the “Parties”.

§1.02 Recitals

- A. Developer plans to develop a residential subdivision in Spanish Springs, Nevada to be known as Blackstone Estates, which may include the construction of up to 161 Medium Density Suburban (“MDS”) residential dwelling units in Blackstone Estates and 119 Medium Density Suburban (“MDS”) residential dwelling units in Sugarloaf Ranch to be made part of Blackstone Estates, all to be serviced by one (1) neighborhood park to be constructed by Developer pursuant to the May 7, 2019 Amendment of Conditions Case No. WAC19-0002 for Tentative Subdivision Map Case No. TM15-001 (“Conditions of Approval”), attached hereto as **Exhibit 1 (excerpted)**.

- B. Nevada Revised Statutes NRS 278.4983 is a law relating to the residential construction tax (“RCT”), providing the manner for its imposition, establishing its use for the purpose of providing for the acquisition, improvement and expansion of neighborhood parks or the installation or improvement of facilities in existing or new neighborhood parks, and setting its rate at one percent (1%) of the valuation of

each building permit issued, or \$1,000 per residential dwelling unit or mobile home, whichever is less, and providing other matters properly relating thereto.

- C. County has adopted by ordinance a RCT, Washoe County Code Sections 20.435 to 20.467, pursuant to NRS 278.4983, to impose a tax upon the construction of apartment houses, residential dwelling units and mobile-home lots for the purpose of funding parks, playgrounds and recreation, as well as a method for its collection.
- D. The estimated RCT to be generated by the construction of the Blackstone Estates Subdivision and the Sugarloaf Ranch Subdivision are as follows:

Number of Units	Zoning Classification	Residential Construction Tax	Total Est. Tax
161 Blackstone Estates	MDS	\$1,000 per unit	\$ 161,000
119 Sugarloaf Ranch	MDS	\$1,000 per unit	\$ 119,000
			\$ 280,000

NOW THEREFORE, the Parties agree as follows.

Art. 2 PARK TO BE CONSTRUCTED; TAX CREDIT REIMBURSEMENT AUTHORIZED.

§2.01 Park Design and Construction. Developer agrees, at its own expense and risk, to design and construct the Park as provided below.

¶2.01.A Location and size. The Park shall be built in the location depicted on the tentative map and at the size required by the Amended Conditions of Approval, Condition 1.y (“Applicable Condition”), as described in **Exhibit 1**.

¶2.01.B Prior approvals. Developer has submitted and the County has approved the conceptual design and layout of the subject Park, which is attached to this Agreement as **Exhibit 2**. The Parties agree that any additional minor comments will be addressed at the Building Permit stage. Any changes requested by the County after a building permit has been issued shall be considered change orders subject to the provisions of ¶2.01.C.2.

¶2.01.C Pursuit of construction; change orders; risks.

1. Developer agrees to commence and complete construction in accordance with the Applicable Condition.
2. Developer assumes all risks associated with cost overruns and change orders, neither of which need be approved by the County, it being understood that Developer shall construct the Park in accordance with the plans and specifications approved by the County; provided, however, all costs, fees and expenses incurred by Developer related to any change orders

requested by County to the approved design plan shall be paid for by County, in cash, upon completion of construction of the Park and Developer providing to County such reasonable documentation to support any such costs, fees and expenses incurred in connection with any such change orders.

3. All risk of loss or destruction of work or facilities in progress shall be borne by Developer; provided, however, that the homeowners association shall undertake maintenance of, insurance and risk of loss to the Park upon receipt of written notice of completion of construction from Developer that the improvements related to the Park site are completed and recordation of a deed conveying the Park to the Homeowner’s Association. A Park Maintenance Plan shall be included in the Homeowner’s Association CC&Rs. The roles and responsibilities of the maintenance of the Park will be outlined in a subsequent and separate Maintenance Agreement between Washoe County and the Homeowners Association. This Maintenance Agreement must be completed and approved by the Washoe County Board of County Commissioners before the park is conveyed to the Homeowner’s Association.

¶2.01.E Inspections; final inspection; final amounts of reimbursement.

1. County agrees that, at its sole cost and expense, it shall assign an inspector to monitor and inspect the construction of all improvements related to the Park for compliance with the approved plans and specifications in order to facilitate its timely and orderly completion.

2. Not later than five (5) days prior to completion of construction of the Park, Developer shall provide a written notice of completion to the County and County shall cause a final inspection within five (5) business days. Any items not in conformance with the approved plans and specifications shall be noted on a “punch list” and promptly completed by Developer. Developer shall issue a notice of completion of construction to County upon completion of any items on a punch-list or, if no items were noted, on the date set forth in the five (5) day notice provided for in the first sentence of this paragraph.

3. Upon completion of the "punch list," Developer shall submit proof of the actual costs of construction and the Operations Division Director shall determine a final reimbursement amount for the Park not to exceed two hundred eighty thousand dollars (\$280,000).

¶ 2.01.F Construction standards, practices and indemnification.

1. Developer warrants, represents and agrees that all improvements constructed by Developer hereunder (i) shall be built in accordance with plans and specifications approved by the County; (ii) shall be built in compliance with Applicable Law, including that the Park equipment shall be placed in the Park based upon standards set by the U.S. Consumer Product Safety Commission; (iii) shall be constructed in a workmanlike manner; (iv) shall be built with new materials (unless otherwise agreed) which shall be free from faults and defects; and (v) shall be free from the release of hazardous substances as defined NRS 40.504 and 40.505.

2. Developer shall follow best management practices regarding the management of the staging, storage and work sites and shall at all times keep the premises free from accumulation of

waste materials, and at the completion of the work shall remove all waste materials, rubbish, tools, supplies and equipment.

3. Each Party hereby agrees to indemnify, defend, and hold the other Party harmless against any and all liability, claims, costs, or expenses arising directly or indirectly: out of a breach of the covenants, representations, and warranties by the indemnifying Party to the other Party to this Agreement. Developer shall hold harmless, indemnify and defend County from and against any and all claims, demands, and losses of third parties arising out of or related to the design and construction of the improvements specified herein, resulting from the actions of Developer or any consultants or subcontractors under their direction and control.

¶2.01.G No agency, partnership or joint venture. It is specifically understood and agreed to by and between the Parties that (i) the improvements made hereunder are private and the County has no interest in or responsibilities for, or due to, third parties concerning any improvements; (ii) Developer shall have full power over and exclusive control over them; and (iii) County and Developer hereby renounce the existence of any form of agency relationship, joint venture, partnership or other co-relationship and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between County and Developer.

§2.02 RCT Payment and Reimbursement Schedule. Upon completion of the Park, Developer shall submit invoices to County evidencing the total cost of design and construction. Developer shall be entitled to reimbursement of Blackstone and Sugarloaf subdivision residential dwelling units RCT payments for (a) the total cost of design and construction, or (b) one thousand dollars (\$1,000) per house completed in the Blackstone Estates and Sugarloaf Ranch subdivisions, up to two hundred eighty thousand dollars (\$280,000), whichever is less. The Parties agree that Developer is likely to complete the Park before County has collected RCT funds for a sufficient number of residential dwelling units to offset the cost of Park construction up to the agreed upon limit of reimbursement.

County shall collect RCT funds from Developer for the Blackstone and Sugarloaf subdivisions at the time of building permit issuance for each residential dwelling unit in accordance with the usual procedures and practices of County. On a quarterly basis after completion of the Park, Developer shall submit an accounting using the form attached as **Exhibit 3** which includes the following information: (a) the total amount of reimbursement due under this Agreement; (b) the amount of RCT funds paid; (c) the requested reimbursement for the period which shall not exceed the amount of RCT funds paid but not reimbursed; and (d) the balance of (b) and (c). The County shall issue reimbursement to Developer within ___days following receipt of an accounting.

Art 3. TERM, DEFAULT, NOTICE AND REMEDIES.

§3.01 Expiration of this Agreement. This Agreement expires and automatically terminates when the full amount of the approved credits have been issued.

§3.02 Obligations on expiration or termination; survival. The provisions regarding

maintenance, indemnifications, remedies, attorneys' fees, governing law and jurisdiction survive the termination and expiration of this Agreement.

§3.03 Excuse due to force majeure.

¶3.03.A. Except as provided elsewhere herein, if a "force majeure" makes performance of an obligation or cure of a breach or default impossible, such performance or cure is excused for the duration of the force majeure provided that the obligated party (i) within a reasonable time after the commencement of the force majeure notifies the other Party of the nature of the force majeure, when it commenced, why it makes performance or cure impossible, and the expected duration (if known), and (ii) agrees to and does in fact diligently pursue remediation of the effects of the force majeure, and (iii) agrees to notify the other Party immediately when it becomes possible to commence efforts to cure the default.

¶3.03.B A "force majeure" is defined as (i) without the fault of and beyond the reasonable control of the obligated party, a war; insurrection; riot; flood; earthquake; fire; casualty; act of God; act of a public enemy; quarantine restriction or other effect of epidemic or disease; freight embargo; weather-caused delay; lack of transportation attributable to any of these; or a lawsuit challenging the validity or approval of this agreement if an order is entered prohibiting performance by the obligated party, and so long as the obligated party defends such lawsuit with reasonable diligence; or (ii) labor strikes, boycotts or picketing (unless the labor action is taken because of a violation of the prevailing wage provisions in this Agreement, if any); (iii) provided, however, that if the breach or default is the failure to pay money, the force majeure must actually prevent access to or payment from a bank account or payment mechanism, such as during a banking holiday, moratorium, or sabotage of wire or automated transfer systems. A force majeure does not include general economic or market conditions, or the financial condition of a party even if they are influenced by any of the foregoing.

¶3.04.C. A force majeure is deemed to cease for purposes of this Agreement and a Party is deemed to be in breach of an obligation or cure when it becomes possible for the obligated party to commence to perform the obligation or cure.

§3.05 Default, notice and right to cure.

¶3.05. A. Default. Subject to §3.04, a default occurs when (i) any representation of a material fact expressed herein was false at the time it was made, or, if a continuing representation, becomes false as a result of a subsequent event or occurrence; (ii) any warranty made herein is breached at the time made or, if a continuing warranty, is breached as a result of a subsequent event or occurrence; (iii) any Party repudiates, breaches or fails to perform any covenant, material term or provision in this Agreement; (iv) an event required to occur does not occur by the time required; or (v) any Party misrepresents a material fact, or omits to state a material fact, for the purpose of inducing another Party to act or which is relied on by another Party in deciding a course of action during the administration of this Agreement.

¶3.05.B. Notice and right to cure. In the event of the default, the non-defaulting Party shall provide notice and the defaulting Party shall have THIRTY DAYS or such other time frame agreed upon between the Parties from the date that the notice is deemed given to cure the default.

§3.06 Remedies.

¶3.06.A. Remedies by County: In the event of a default by Developer, County may (i) terminate this Agreement; (ii) suspend any counter-performance due hereunder; and/or (iii) bring an action for damages or injunctive relief; or (iv) pursue any other remedy specifically provided in this Agreement or afforded by law.

¶3.06.B Remedies by Developer. In the event of a default by County, Developer may (i) suspend any counter performance due hereunder; (ii) terminate this Agreement; (iii) bring an action for damages or injunctive relief; or (iv) pursue any other remedy specifically provided in this Agreement or by law. Any election by Developer under this Paragraph 3.06B shall not affect the right of Developer to recover funds expended on Park improvements.

¶3.06.C. Remedies cumulative. All remedies stated in this Agreement are cumulative with each other and with any remedy afforded in law or equity. The election of any remedy does not constitute a waiver of any other remedy.

§3.07 Waivers. Any forbearance, inaction, or failure to promptly pursue any remedy (whether intentional or negligent) shall not be deemed a waiver of any default or remedy. Waivers must be expressed in writing signed by the waiving Party, and a waiver of a default is limited to the specific default identified in the written waiver and does not constitute a course of dealing or implication that similar defaults will be waived in the future.

Art 4. GENERAL TERMS

§4.01 Assignment and Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and any assignees or delegates if the assignment or delegation is permitted and the assignee assumes all obligations under this Agreement as to the property transferred to the assignee. Unless otherwise specifically identified in this Agreement, there are no third party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this agreement.

§4.02 Notices; when deemed sufficiently given

¶4.02.A. Formal notices, demands and communications between the Parties must be in writing and must be sent to the addresses stated in Article 1 above, or to any address or number subsequently communicated to the sending party in writing, and copies must also be delivered to:

For notices to County:

Washoe County

C/O Regional Parks and Open Space
1001 E. 9th Street
Reno, NV 89512

For notices to Developer:

JC Blackstone, LLC
Attn: KDH Builders
5400 Equity Avenue
Reno, Nevada 89502

¶4.02.B Notices to successors shall be made either to the addresses on file with County or to the resident agents on record with the Nevada Secretary of State.

¶4.02.C If notice is sent by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given when actually received by the addressee or three business days after it is received by the U.S. Post Office as indicated on the receipt, whichever is earlier.

¶4.02.D If notice is sent by courier, or overnight delivery service (Federal Express, UPS Overnight, U.S. Postal Priority Mail), it will be deemed sufficiently given when delivered to the address as indicated in the records of the courier or service.

§4.03 Further documents Each Party agrees to honor any reasonable requests by the other Party to complete, execute and deliver any document necessary to accomplish the purposes hereof at the expense of the requesting party.

§4.04 Approvals not to be unreasonably withheld Unless otherwise specified (such as with the words "sole discretion") wherever this Agreement requires the approval of a party, or any of a party's officers, agents or employees, such approval shall not be unreasonably withheld.

§4.05 Attorney's fees & costs. The prevailing party in any dispute concerning this Agreement shall be entitled to reasonable attorney's fees and costs.

§4.06 Timing provisions. All periods of time referred to in this Agreement shall include all Saturdays, Sundays, and state or national holidays, unless the period of time specifies business days, provided that if the date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday, or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or state or national holiday.

§4.07 Applicable law; jurisdiction and venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada and venue for any such action shall be in Washoe County, Nevada.

§4.08 Severability

¶4.08.A. Each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law, taking into account permissible waivers or provisions which may be upon agreement of the parties. If any term or provision of this Agreement or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this Agreement and the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

¶4.08.B To prevent windfall or unintended consideration, if any term or provision of this Agreement is deemed invalid or unenforceable or enforceable only to a limited extent, the parties agree to negotiate in good faith to adjust any counter-performance, condition, or corresponding consideration.

§4.09 Construction of Agreement.

¶4.09.A Titles and headlines of this Agreement are intended for editorial convenience and are not to be construed as a part of this Agreement.

¶4.09.B The word “include” or “including” is not intended as a limitation and shall be construed to include the words “but not limited to.”

¶4.09.C. Any reference to the masculine genders includes, where appropriate in the context, the feminine gender. Any term in the singular includes, where appropriate in the context, the plural.

¶4.09.D. The Parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. 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 interpretation of terms, 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 draftsman.

§4.10 Modifications and Amendments. This Agreement may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing, duly executed by the Parties.

§4.11 Authority to execute. Each person who signs this Agreement below warrants and represents that he or she has the legal capacity to enter into this Agreement and if signing in a representative capacity, has the actual authority to bind the principal for which he or she signs and that his or her signature has the effect of binding the principal.

§4.12 Entire Agreement; Attachments; recording

¶4.12.A This Agreement (together with attachments and documents incorporated by reference) contains the entire agreement between the Parties hereto and supersedes any and all prior agreements, negotiations, arrangements or understandings regarding the same subject matter as this Agreement, which are null and void.

¶4.12.B. All attachments hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

¶4.12.C This Agreement shall not be recorded, but either party may cause a memorandum of this Agreement to be filed stating the names of the parties, date of the Agreement, property description, and the general nature of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto or a representative or either have set their hands and subscribed their signatures as of the date and year indicated, but with the effective date indicated above.

JC Blackstone, LLC, a Nevada limited liability company

By: _____,
Manager

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

On this ____ day of _____, 2019, personally appeared before me a Notary Public, _____ of JC Blackstone, LLC, a Nevada limited liability company, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledge to me that he executed the instrument.

Notary Public
My Commission Expires: _____

Washoe County

Vaughn Hartung, Chairman

Attest:

County Clerk

Washoe County Planning and Development

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

Contact Name – Kelly Mullin, 775.328.3608, kmullin@washoecounty.us

- a. The applicant shall demonstrate substantial conformance to the plans approved as part of this tentative map.
- b. The tentative map shall be in substantial compliance with the approved Tentative Map and provisions of Washoe County Code Chapter 110, Article 408, *Common Open Space Development*, Article 604, *Design Requirements*, and Article 608, *Tentative Subdivision Maps*.

Regulatory Zone for Review Purposes	Medium Density Suburban (MDS) <i>Normal MDS lot sizes have been reduced</i>
Minimum Lot Area Proposed	8,595 square feet
Minimum Lot Width	80 feet
Minimum Front Yard	20 feet
Minimum Side Yard	8 feet
Minimum Rear Yard	20 feet
Maximum Building Height	35 feet

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

- c. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- d. The subdivider shall present to Washoe County a final map, prepared in accordance with the tentative map, for the entire area for which a tentative map has been approved, or one of a series of final maps, each covering a portion of the approved tentative map, within four years after the date of approval of the tentative map or within two years of the date of approval for subsequent final maps. On subsequent final maps, that date may be extended by two years if the 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:

Jurat for FIRST FINAL MAP

THE TENTATIVE MAP FOR TM15-001 (BLACKSTONE ESTATES) WAS APPROVED <denied> BY THE WASHOE COUNTY PLANNING COMMISSION ON NOVEMBER 1, 2016. **[If the TM had been appealed to the BCC --- Add:]** THE WASHOE COUNTY COMMISSION APPROVED THE TENTATIVE MAP ON APPEAL ON <date>.

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 first and last (only) final map.]

THE NEXT FINAL MAP FOR TM15-001 (BLACKSTONE ESTATES) MUST BE APPROVED AND ACCEPTED FOR RECORDATION BY THE PLANNING AND DEVELOPMENT DIRECTOR ON OR BEFORE THE EXPIRATION DATE, THE _____ DAY OF _____, 20____, OR AN EXTENSION OF TIME FOR THE TENTATIVE MAP MUST BE APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON OR BEFORE SAID DATE.

<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 DEVELOPMENT DIRECTOR. THE OFFER OF DEDICATION FOR *<streets, sewers>* IS REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NRS CHAPTER 278.

WILLIAM H. WHITNEY, DIRECTOR, _____ DATE
PLANNING AND DEVELOPMENT DIVISION

Jurat for ALL SUBSEQUENT FINAL MAPS

THE TENTATIVE MAP for TM15-001 (BLACKSTONE ESTATES) was APPROVED *<denied>* BY THE WASHOE COUNTY PLANNING COMMISSION ON NOVEMBER 1, 2016. **[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 Development 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 Development Director's signature on most recent final map>* **[If an extension has been granted after that date – add the following]:** A TWO YEAR EXTENSION OF TIME FOR THE TENTATIVE MAP WAS APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON *<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 TM15-001 (BLACKSTONE ESTATES) MUST BE APPROVED AND ACCEPTED FOR RECORDATION BY THE PLANNING AND DEVELOPMENT 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 DEVELOPMENT DIRECTOR. THE OFFER OF DEDICATION FOR <streets, sewers> IS REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NRS CHAPTER 278.

WILLIAM H. WHITNEY, DIRECTOR,
PLANNING AND DEVELOPMENT DIVISION

DATE

[Option for all merger and re-subdivision maps]

PUBLIC STREETS, UTILITY EASEMENTS, OR ANY OTHER EASEMENTS NO LONGER REQUIRED FOR THE FINAL MAP WERE ABANDONED PURSUANT TO ABANDONMENT CASE NO. _____ AND THE DOCUMENT HAS BEEN RECORDED PRIOR TO THE RECORDATION OF THIS MAP.

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

NOTE

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

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

NOTE

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

- l. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the on-site improvements.

- m. The developer and all successors shall direct any potential purchaser of the site to meet with the Planning and Development Division to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Planning and Development Division of the name, address, telephone number and contact person of the new purchaser within thirty (30) days of the final sale.
- n. Failure to comply with the conditions of approval shall render this approval null and void.
- o. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be submitted to the Planning and Development staff for review and subsequent forwarding to the District Attorney for review and approval. The final CC&Rs shall be signed and notarized by the owner(s) and submitted to the Planning and Development Division with the recordation fee prior to the recordation of the final map. The CC&Rs shall require all phases and units of the subdivision approved under this tentative map to be subject to the same CC&Rs. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's Office. Said CC&Rs shall specifically address the potential for liens against the properties and the individual property owners' responsibilities for the funding of maintenance, replacement, and perpetuation of the following items, at a minimum:
- i. 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:
 - Vegetation management;
 - Watershed management;
 - Debris and litter removal;
 - Fire access and suppression; and
 - Maintenance of public access and/or maintenance of limitations to public access.
 - ii. All drainage facilities and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowners association.
 - iii. All open space identified as common area on the final map shall be privately maintained and perpetually funded by the homeowners association. The deed to the open space and common area shall reflect perpetual dedication for that purpose. The maintenance of the common areas and related improvements shall be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
 - iv. The project adjacent to undeveloped land shall maintain a fire fuel break of a minimum 30 feet in width until such time as the adjacent land is developed.
 - v. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.
 - vi. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.
 - vii. No motorized vehicles shall be allowed on the platted common area except emergency vehicles, utility service vehicles, or vehicles involved in homeowner association maintenance and repair of common area facilities.
 - viii. Mandatory solid waste collection.

- ix. Fence material (if any), height, and location limitations, and re-fencing standards. Replacement fence must be compatible in materials, finish and location of existing fence.
- x. Slopes shall be three (3) horizontal to one (1) vertical (3:1) or flatter.
- p. The common open space owned by the homeowners association shall be noted on the final map as "common open space" and the related deed of conveyance shall specifically provide for the preservation of the common open space in perpetuity. The deed to the open space and common area shall reflect perpetual dedication for that purpose. The deed shall be presented with the CC&Rs for review by the Planning and Development staff and the District Attorney.
- q. The applicant shall prepare and submit a noxious weeds control plan that is developed through consultation with the Washoe County Health District, the University of Nevada Cooperative Extension, and/or the Washoe-Storey Conservation District.
- r. Disturbed areas left undeveloped for more than sixty (60) days must be revegetated by methods approved by Planning and Development.
- s. All land disturbing activities during construction phases including, but not limited to grading, excavation, cut and fill, etc., must be done with effective dust control measures consistent with Washoe County Health District Regulations governing Air Quality Management. Disturbances greater than one (1) acre in size must obtain an approved dust control plan prior to beginning work.
- t. Prior to any ground disturbing activity, the applicant shall submit a landscaping/architectural design plan to the Planning and Development Division for review and approval by the Design Review Committee. Said plan shall address, but not be limited to: signage; exterior lighting; fencing; landscaping design to include walking trails and park area; landscaping material that emphasizes the use of native and low water requirement vegetation (if plant material: type, size at time of planting, maturation size at full growth, period of time between planting and full growth); landscaping location; landscaping irrigation system; and financial assurances that landscaping will be planted and maintained.
- u. A certification letter or series of letters by a registered landscape architect or other persons permitted to prepare landscaping and irrigation plans pursuant to N.R.S. 623A shall be submitted to and approved by the Planning and Development Division / Design Review Committee. The letter(s) shall certify that all applicable landscaping provisions of Articles 408, 410 and 412 of the Development Code have been met. Any landscaping plans and the letter(s) shall be wet-stamped. The letter(s) shall indicate any provisions of the code that the Director of the Planning and Development Division has waived.
- v. All landscaping shall be maintained in accordance with the provisions found in Washoe County Code Section 110.412.75, Maintenance. A three-year maintenance plan shall be submitted and wet-stamped by a licensed landscape architect registered in the State of Nevada to the Planning and Development Division prior to the issuance of a Certificate of Occupancy within the subdivision.
- w. The development must comply with all of TMWA water rights and infrastructure and connection fee requirements.
- x. As proposed by the applicant, lots located along the western perimeter shall not be developed with homes or structures that exceed a single story. A note to this effect shall be placed on applicable final maps, and a disclosure shall be made by the developer to affected homebuyers on their closing documents.

- y. As proposed by the applicant, the ±3.19-acre common open space area located along the western property boundary is intended serve as a neighborhood park. Prior to recordation of the 107th lot, or the issuance of a Certificate of Occupancy for the 80th lot within this subdivision, whichever comes first, at least 1.5-acres of this area or another common open space area within the subdivision site shall be developed as a neighborhood park, providing passive and active recreational opportunities for residents. Development shall include landscaping, shaded areas, seating and other amenities common to neighborhood parks. Maintenance of the area shall be perpetually funded by the homeowners association.
- z. Construction hours are limited to 7 a.m. to 6 p.m., Monday through Friday, and 9 a.m. to 6 p.m. on Saturday, with no construction occurring on Sunday.
- aa. Prior to any grading or construction activity in the development, the developer shall construct a 6-foot-high solid fence along the length of the rear property line of 11275 Campo Rico Lane (APN: 534-571-04). This fence shall be maintained by the homeowners association.
- bb. Equestrian use shall not be permitted in the common open space/park area located adjacent to 11275 Campo Rico Lane (APN: 534-571-04). Prior to approval of the final map, the applicant shall demonstrate how this condition and Condition 5(a)(i) shall be met.
- cc. To enhance public safety, the applicant shall aspire to make every reasonable effort to work with appropriate government agencies to bring about the complete construction of a fully signalized intersection at Calle De La Plata and Pyramid Highway in the year 2017.

Washoe County Engineering and Capital Projects

2. The following conditions are requirements of the Engineering and Capital Projects Division. Unless otherwise noted, the County Engineer shall be responsible for determining compliance with these conditions.

Contact Names – Walt West, 775.328.2310, wwest@washoecounty.us and Clara Lawson, 775.328.3603, clawson@washoecounty.us

General Conditions

- a. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- b. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the water and sewer provider(s) and Engineering and Capital Projects Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.
- c. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable County Department shall be responsible for determining compliance with this condition.
- d. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the onsite improvements.



No.	Revision Date
1	12/18/18
AGENCY COMMENTS	
2	7/18/19
WASHOE COUNTY PARKS	

REFERENCE CHART

SYM.	QTY.	DESCRIPTION	MFG/MODEL NUMBER	COLOR*
A	2	6' PICNIC TABLES	WEBCOAT: 6' TABLE T6PERFPEDS, IN-GROUND MOUNT	TOP: GREEN SEAT: GREEN FRAME: BLACK
B	1	8' ADA PICNIC TABLE	WEBCOAT: 8' ADA TABLE T8PERFDBLPEDHDCPS, IN-GROUND MOUNT	TOP: GREEN SEAT: GREEN FRAME: BLACK
C	7	BENCHES	WEBCOAT: 6' BENCH WITH BACKLESS B6PERFS IN-GROUND MOUNT	SEAT: GREEN FRAME: BLACK
D	1	TRASH RECEPTACLES	WABASH VALLEY: RECEPTACLE (LR300D) WITH LINER (LR310N), DOMED LOCKING LID (DT100N), INGROUND LEG MOUNT (10056)	RECEPTACLE: GREEN LIDLINER: GRAY
E	1	PARK REGULATION SIGNAGE (2) PANELS	CONTRACTOR TO PROVIDE. SPECIFICATIONS TO BE IN CONFORMANCE WITH WASHOE COUNTY REGIONAL PARKS & OPEN SPACE STANDARDS	LOCATION TO BE DETERMINED IN FIELD. SEE 2 PANEL SIGNAGE CONCEPT.
F	1	PRIMARY PARK SIGNAGE	CONTRACTOR TO PROVIDE. SPECIFICATIONS TO BE IN CONFORMANCE WITH WASHOE COUNTY REGIONAL PARKS & OPEN SPACE STANDARDS	TBD
G	1	BIKE RACK (5 BIKE CAPACITY)	GAMETIME: LOOP BIKE RACK, 5 BIKES, IN-GROUND MOUNT (#7700)	GREEN
H		CONCRETE SIDEWALK	PER CIVIL DRAWINGS	--
I	2	PET STATION	MINI DOG WASTE STATION WITH BAG DISPENSER & SIGN MOUNTED ON METAL POST. MODEL: DEPOT-023 BY DOGIPOT (OAE)	GREEN
J	1	SHADE SAIL	LARGE (20'x15') CANTILEVER TORNADO SHADE SAIL FROM SHADE SYSTEMS, INC.	COLOR TBD
K	1	2-5 YR. PLAYGROUND	PLAY EVENTS BURKE MODEL #3D-2661 29'x23' USE AREA	--
L	1	2-5 YR. PLAYGROUND	SWINGS BURKE MODEL #550-9011 24'x23' USE AREA	--
M	1	2-5 YR. PLAYGROUND	VOLTA SPINNER BURKE MODEL #560-2599 20' DIAM. USE AREA	--
N	1	2-5 YR. PLAYGROUND	KID FORCE SPINNER BURKE MODEL #560-2573 14' DIAM. USE AREA	--
O	1	5-12 YR. PLAYGROUND	VOLITO MULTI USER SWING BURKE MODEL #550-0186 30'x27' USE AREA	--
P	1	5-12 YR. PLAYGROUND	MULTI PLAY BURKE MODEL #NUIN-2717 57'x45' USE AREA	--

*INSTALL TUFFWEAR PLAYGROUND MAT UNDER SWINGS AND SLIDES. SEE DETAIL 9/L6

PLANT LEGEND

SYM.	QNT.	BOTANICAL NAME/COMMON NAME	MIN. SIZE
DECIDUOUS TREES			
(Symbol)	5	ACER FREEMANII 'JEFFERSRED'/AUTUMN BLAZE MAPLE	2" CAL.
(Symbol)	3	MALUS X PRARIFIRE/PRAIRIFIRE CRABAPPLE	1-1/2" CAL.
(Symbol)	7	LIQUIDAMBER STYRACIFULA 'PALO ALTO'/PALO ALTO SWEETSUM	1-1/2" CAL.
(Symbol)	3	PRUNUS VIRGINIA 'CANADA RED'/CANADA RED CHOKECHERRY (MULTI)	25 GAL.
EVERGREEN TREES			
(Symbol)	5	PICEA PUNGENS 'GLAUGA'/COLORADO BLUE SPRUCE	6' MIN HT.
(Symbol)	5	PINUS NIGRA/AUSTRIAN PINE	8' MIN HT.
SHRUBS & ORNAMENTAL GRASSES			
A	17	BERBERIS THUNBERGII 'ATROPURPUREA'/RED-LEAF BARBERRY	5 GAL.
C	30	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'/FEATHER REED GRASS	5 GAL.
D	15	CORNUS STOLONIFERA/RED TWIG DOGWOOD	5 GAL.
E	5	BUDDELEIA DAVIDII 'BLACK KNIGHT'/BLACK KNIGHT BUTTERFLY BUSH	5 GAL.
F	4	COTINUS COGGYGRIA 'ROYAL PURPLE'/ROYAL PURPLE SMOKE TREE	5 GAL.
G	22	COTINUS COGGYGRIA 'ANCOT'/GOLDEN SPIRIT SMOKE TREE	5 GAL.
H	22	ELAEAGNUS PUNGENS/SILVERBERRY	5 GAL.
I	24	MISCANTHUS SINENSIS 'GRACILLIMUS'/MAIDEN GRASS	5 GAL.
J	9	PEROVSKIA ATRIPLICIFOLIA 'CRAZY BLUE'/CRAZY BLUE RUSSIAN SAGE	5 GAL.
K	10	PICEA PUNGENS 'GLOBOSA'/DWARF GLOBE BLUE SPRUCE	2 GAL.
L	36	ROSA X NOARE/RED GROUND COVER ROSE	2 GAL.
L	31	RHUS AROMATIC 'GRO-LOW'/GRO-LOW SUMAC	5 GAL.
PERENNIALS/FLOWERS			
(Symbol)	24	ARTEMESIA SCHMIDTIANA/SILVER MOUND	1 GAL.
(Symbol)	26	YARROW MILLEFOLIUM/COMMON YARROW (YELLOW OR GOLD)	1 GAL.
MULCH LEGEND -SEE NOTE 12 SHEET LI FOR SPECIFICATIONS			
(Symbol)	WOOD FIBER 'FIBAR'		
(Symbol)	'FROCK' FRACTURED ROCK		
(Symbol)	LANDSCAPE BOULDERS - SALVAGED ON-SITE OR IMPORTED LANDSCAPE BOULDERS TO BE RANDOMLY PLACED THROUGHOUT THE LANDSCAPE AS INDICATED PER PLAN. SIZE		



