



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: October 13, 2020

DATE: September 11, 2020

TO: Board of County Commissioners

FROM: Julee Olander, Planner, Planning and Building Division, Community Services Department, 328-3627, jolander@washoecounty.us

THROUGH: Mojra Hauenstein, Arch., Planner, Division Director, Planning & Building Division, Community Services Department, 328-3619, mhauenstein@washoecounty.us

SUBJECT: Introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 adopting a Development Agreement between (1) Washoe County and (2) Spanish Springs Associates Limited Partnership for Harris Ranch, a residential subdivision originally approved in 2016 (TM16-007), to extend the recording of the first final map from November 1, 2020 to November 1, 2022. The approved subdivision is a 610-lot, single-family residential, common open space subdivision as authorized in Article 408 of the Washoe County Development Code.

The location is southeast of Pyramid Highway and Alamosa Drive in Spanish Springs and is comprised of 3 parcels that total approximately 610.34 acres. The parcels are located within the Spanish Springs Area Plan. The property is located within the Spanish Springs Citizen Advisory Board boundaries and within Washoe County Commission District No. 4. (APNs 534-600-01, 534-600-02 and 076-290-44).

If approved, schedule a public hearing, second reading and possible adoption of the ordinance for October 27, 2020, further authorize the Chair to execute the final Development Agreement. (Commission District 4.)

SUMMARY

The Washoe County Commission is asked to introduce and conduct a first reading and possibly set the second reading and public hearing to adopt an ordinance approving a Development Agreement for Harris Ranch, to extend the recording of the first final map from November 1, 2020 to November 1, 2022 for Tentative Map Case Number TM16-007. The development agreement, included as part of the ordinance, is for an approved tentative subdivision map within the Spanish Springs Area Plan.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

AGENDA ITEM # _____

PREVIOUS ACTION

On October 25, 2016 the Board of Commissioners (Board) overturned the Planning Commission's denial of Tentative Map Case Number TM16-007 (Harris Ranch). Commissioner Hartung made a motion and Commissioner Herman seconded the motion. The motion was duly carried on a vote 5-0.

On September 6, 2016, the Planning Commission unanimously denied the Tentative Map Case Number TM16-007 (Harris Ranch). The Planning Commission was unable to make any of the findings, specifically finding number 6, relating to public health.

On August 4, 2016, the applicants held a neighborhood meeting at Spanish Springs Elementary School. The discussion focused on traffic concerns, especially involving safety concerns for traffic entering and exiting onto Pyramid Highway from Alamosa. The Spanish Springs Citizen Advisory Board (SSCAB) did not have a scheduled meeting during the application review period.

BACKGROUND

The applicant is requesting a development agreement to extend the filing for recording of the first final map for Tentative Subdivision Map (TM16-007- Harris Ranch) to November 1, 2022 because they are unable to make the statutory deadline of November 1, 2020. There are several reasons for the time extension being requested by the applicant, which are due to a combination of factors below:

1. change of County policies on flood plain elevation and flood mitigation;
2. extensive off-site infrastructure plan approvals; and
3. delays caused by the Covid-19 pandemic.

In December 2018, the applicant did submit a final map for 72-lots, a portion of the development. However, due to the stated challenges the applicant will not be able to record the final map by November 1, 2020. Approval of the development agreement to extend the timeframe will enable the tentative subdivision map to not expire and will maintain the approved TM16-007- Harris Ranch.

The Tentative Subdivision Map (TM16-007- Harris Ranch) is a 610-lot, single-family residential, common open space subdivision with lots ranging from 10,000 square feet to 50,855 square feet with lot sizes averaging approximately 14,866 square feet. The development will cluster the lots toward the western portion of the property and provide 358 acres of common open space. A portion of the common open space will be dedicated lands for a future school, park and trails. The parcels have a master plan designation of Suburban Residential (SR) and a regulatory zoning of Low Density Suburban (LDS).

The Tentative Subdivision Map (TM16-007- Harris Ranch) was appealed to the Board of on October 25, 2016. The Board overturned the Planning Commission's denial after a lengthy hearing. Commissioner Hartung moved to approve the tentative subdivision map, with the added condition that the appellant either build a high "T" intersection or a lighted signal depending on NDOT's approval.

The Planning Commission had been unable to make the findings and denied the tentative subdivision map on September 6, 2016. The application was not presented to the Spanish Springs Citizen Advisory Board (SS CAB) because the CAB had no meeting prior to the application being presented to the Planning Commission. The applicant did have a

neighborhood meeting that was well attended and included various discussions with the main concern being traffic and the intersection of Pyramid and Alamosa.

PROCESS TO AMEND THE DEVELOPMENT AGREEMENT

Under NRS 278.0205 and Washoe County Code (WCC) Section 110.814.25, a development agreement must be made by ordinance after special notice and a public hearing. Included as Attachment A is the Ordinance and proposed amendment which extends the potential date for recording the next final map until November 1, 2022 and provides that the tentative map will terminate if the next map is not filed by then.

If the Board chooses to introduce and conduct a first reading, the County Clerk will publish title to the ordinance and the required notice of intent to adopt the amendment and schedule a public hearing for the second reading and possible adoption in accordance with County Code.

Under WCC Section 110.814.25 notice for development agreement must be sent to property owners within three hundred (300) feet of the site. Notice will be provided in a newspaper of general circulation within Washoe County at least 10 days before the public hearing date.

PERIODIC REVIEW OF COMPLIANCE BY DEVELOPER

As required by NRS 278.0205 (1) and WCC Section 110.814.35 the Director of Planning and Building has reviewed the Development Agreement and the status of the project and believes that the developer is in good faith compliance with the terms of the agreement.

COMPLIANCE WITH MASTER PLAN

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

When the tentative subdivision map was approved, the Board of County Commissioners determined that the development was consistent with the Master Plan. The Development Agreement did not change any uses, standards or policies that would be inconsistent with the Master Plan. Likewise, this amendment makes no changes to uses, standards or policies that would be inconsistent with the Master Plan. Only the time schedule (extension of time) for development is being added.

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION

It is recommended that the Board introduce and conduct the first reading of an ordinance for a development agreement regarding Harris Ranch Subdivision (Tentative Map TM16-005) for Spanish Springs Associates, L.P. This agreement extends the deadline for filing the next in a series of final maps to November 1, 2022.

And if approved, schedule a public hearing date and second reading for October 27, 2020.

POSSIBLE MOTION

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

“Move to introduce Bill Number (insert bill number as provided by the County Clerk) and set the public hearing and second reading of the Ordinance for possible adoption during the meeting of October 27, 2020.”

Attachments:

Attachments A & A-1 – Ordinance with Proposed Second Amendment to Development Agreement

Attachment B – Application

cc:

Owner /Applicant: Spanish Springs Associates, L.P., 550 W Plumb Lane, Reno, NV, 89509, Email: jessehaw@gmail.com

Consultant: Robert M. Sader, 241 Ridge St. #340, Reno, NV 89501, Email: rmsader@robertmsaderltd.com

DRAFT: October 13, 2020

WORKING COPY
INFORMATION ONLY

REGULAR TEXT: NO CHANGE IN LANGUAGE

~~STRIKEOUT TEXT: DELETED LANGUAGE~~

BOLD TEXT: NEW LANGUAGE

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

Summary: To adopt a Development Agreement for Harris Ranch

BILL NO. _____

ORDINANCE NO. _____

TITLE:

An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 adopting a Development Agreement between (1) Washoe County and (2) Spanish Springs Associates Limited Partnership for Harris Ranch, a residential subdivision originally approved in 2016 (TM16-007), to extend the recording of the first final map from November 1, 2020 to November 1, 2022. The approved subdivision is a 610-lot, single-family residential, common open space subdivision as authorized in Article 408 of the Washoe County Development Code.

The location is southeast of Pyramid Highway and Alamosa Drive in Spanish Springs and is comprised of 3 parcels that total approximately 610.34 acres. The parcels are located within the Spanish Springs Area Plan. The property is located within the Spanish Springs Citizen Advisory Board boundaries and within Washoe County Commission District No. 4. (APNs 534-600-01, 534-600-02 and 076-290-44).

WHEREAS:

- A. Following a first reading and publication as required by NRS 244.100 (1), and after a duly noticed public hearing, this Board of County Commissioners desires to adopt this Ordinance; and
- C. This Board of County Commissioners has determined that this ordinance is being adopted pursuant to requirements set forth in Chapter 278 of NRS, and is therefore not a "rule" as defined in NRS 237.060 requiring a business impact statement.

DRAFT: June 16, 2020

SECTION 1.

The Development Agreement for Harris Ranch attached hereto as Attachment A-1 are hereby APPROVED by this ordinance. The Chairman is authorized to execute and deliver it for recording in the official records of Washoe County.

SECTION 2. General Terms.

1. All actions, proceedings, matters and things heretofore taken, had and done by the County and its officers not inconsistent with the provisions of this Ordinance are ratified and approved.
2. The Chairman of the Board and the officers of the County are authorized to take all action necessary or appropriate to effectuate the provisions of this ordinance. The District Attorney is authorized to make non-substantive edits and corrections to this Ordinance.
3. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.
4. Each term and provision of this ordinance shall be valid and shall be enforced to the extent permitted by law. If any term or provision of this ordinance or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this ordinance. In any event, the remainder of this ordinance, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

Proposed on _____ (month) _____ (day), _____ 2020.

Proposed by Commissioner _____.

Passed _____ (month) _____ (day), _____ 2020.

DRAFT: June 16, 2020

Vote:

Ayes: Commissioners _____

Nays: Commissioners _____

Absent: Commissioners _____.

Attest:

Nancy Parent, County Clerk

Bob Lucey, Chair
Washoe County Commission

This ordinance shall be in force and effect from and after the 6th day of the month of November of the year 2020.

DRAFT

When recorded, return to:

Spanish Springs Associates, L.P.
550 W Plumb Lane
Reno, NV, 89509

APN: 534-600-01, 534-600-02 and
076-290-44

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

Attachment A-1

AGREEMENT CONCERNING DEVELOPMENT OF LAND (Harris Ranch)

AGREEMENT CONCERNING DEVELOPMENT OF LAND

THIS AGREEMENT (“Agreement”) is made by and between **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada limited partnership, (the “Landowner”) and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, (“County”).

1. GENERAL.

1.1 Property. Landowner is the owner of real property located in Washoe County, Nevada known as Assessor’s Parcel Numbers 534-600-01, 534-600-02 and 076-290-44 (the “Property”), as more particularly described in Exhibit A, attached hereto, which is subject to County’s Spanish Springs Area Plan (“SSAP”).

1.2. Tentative Map. The Property has a County land use designation of Low Density Suburban (“LDS”). LDS allows a density of one single family dwellings per acre. On November 1, 2016 the County issued a written notice on Appeal Case AX 16-005, which is incorporated herein by this reference as Exhibit B, approving a tentative map application of the Landowner for the Property, known as Tentative Subdivision Map Case File No. TM16-007 (Harris Ranch Subdivision) (the “Tentative Map”). The development of the Property (the “Project”) must be conducted pursuant to the provisions of the Tentative Map, the Washoe County Development Code (the “Code”), and the SSAP.

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

1.4 Circumstances Requiring an Extension of Time. Additional time is requested by the Landowner to address and overcome three major obstacles to recording the first final map (“Final Map”).

1.4.1. In the spring of 2019, the Engineering Division of the County Community Services Department changed its policies regarding on-site and off-site mitigation of surface water flows, resulting in the need to increase on-site storage and redesign and engineer the water storage infrastructure to be built. This has caused significant delay in drainage infrastructure design for the Project, which must be approved by the County before the Final Map can be recorded.

1.4.2. Approval of the design and engineering of other off-site infrastructure has been time-consuming due to the size and scope of the infrastructure, including transmission sewer line extension, transmission water line extension, power and gas line extension, NDOT improvements to Pyramid Lake Highway at the Project entrance, extension of a lengthy collector street within the Project to provide access for primary access to all subdivisions lots, including the lots subject to the Final Map, and drainage channels within the Project.

1.4.3. In the spring of 2020, the Covid-19 pandemic hit the United States, Nevada and Washoe County. Many planned commercial, industrial and residential construction projects have been delayed or cancelled. While the Project and the Final Map have not been cancelled, progress to recording a Final Map has been delayed by: (i) uncertainty about the health of the economy and specifically the local housing market; (ii) concerns about the effect of the Covid-19-induced recession and unemployment caused by the pandemic; and (iii) delays caused by the lockdown, remote working and general operational efficiency of government and private business.

1.5 Status Of Final Map. In December 2018, Landowner submitted the Final Map for a 72-lot portion of the Project. Due to the challenges specified in Subsection 1.4 above, the Final Map will not be recorded by November 1, 2020. If the Tentative Map were allowed to expire, the time and effort by the County staff and the Landowner to reapply for a new tentative map and process a new final map would be burdensome in the extreme.

1.6 For reasons stated above in Subsection 1.5, the parties agree that it is in the public interest to enter into this Agreement and provide additional time to record the Final Map.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 Compliance with NRS Chapter 278 and Code. This Agreement is an agreement concerning the development of land under NRS 278.0201 to .0207 and Article 814 of the Code. The Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. In compliance with NRS 278.0201(2), the following covenants, terms and conditions are set forth.

2.1.1. The land which is subject to this Agreement is APN Nos. 534-600-01, 534-600-02 and 076-290-44, more particularly described in Exhibit A: Legal Description.

2.1.2. The duration of this Agreement shall be from November 1, 2020 to November 1, 2022, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement.

2.1.3. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property pursuant to the Tentative Map is a 610-unit common open space development, having lot sizes from 10,000 square feet to 50,855 square feet, and an average density of one dwelling unit per acre, which complies with the Property's master plan designation and zoning.

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

2.1.5. The provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and the Code.

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

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

2.1.8. The first final map, to be a minimum of five lots, 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 lots. Unless otherwise provided herein, the deadlines for any final maps shall be governed by NRS 278.360.

2.1.9 Development standards for the Project are set forth in the conditions and requirements of the Tentative Map attached hereto as Exhibit "B", and future final maps.

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

2.3 Public Notice. Any and all public notices required to be given in connection with this Agreement shall be given in accordance with Section 110.814.40 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, in which case if the Tentative Map has expired without the benefit of the extension of time provided in Subsection 2.1.2, all proceedings concerning the Tentative Map shall be terminated, provided further however that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of termination of this Agreement.

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

3. MISCELLANEOUS PROVISIONS.

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

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

3.3 Assignability of the Agreement. This Agreement shall be binding upon and inure to the benefit of all future successors in interest of the Property as described in Exhibit A (Legal Description), and the successor shall assume the duties and obligations under this Agreement.

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

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

3.6 Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, pursuant to the laws of the State, the time for such performance shall be extended to 5:00 p.m. on the next business day.

3.7 Written Amendments. Amendments to this Agreement shall be defined as changes which are not in substantial compliance with the Tentative Map and this Agreement. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

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

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

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

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

[Signatures appear on following page]

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

LANDOWNER:

**SPANISH SPRINGS ASSOCIATES
LIMITED PARTNERSHIP, a Nevada
limited partnership**

By: Hawco Development Company, a
Nevada corporation, its General
Partner

By: _____
JESSE HAW, President

Date: _____

COUNTY:

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

By: _____
BOB LUCEY, Chair

Date: _____

ATTEST:

NANCY PARENT, County Clerk

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2020 by
JESSE HAW, President of Hawco Development Company, a Nevada corporation, as General
Partner of Spanish Springs Associates Limited Partnership, a Nevada limited partnership.

Notary Public Signature

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2020 by
BOB LUCEY, as Chair of the Board of County Commissioners of the County of Washoe, State
of Nevada.

Notary Public Signature

EXHIBIT "A

LEGAL DESCRIPTION OF PROJECT PROPERTY

All that real property situate in the County of Washoe, State of Nevada, described as follows:

PARCEL 1:

All of the Southwest $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 13, Township 21 North, Range 20 East, M.D.B.&M.

PARCEL 2:

All of the Northwest $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 13, Township 21 North, Range 20 East, M.D.B.&M.

PARCEL 3:

Lots 2 and 3 in Section 13, Township 21 North, Range 20 East, M.D.B.&M.

EXHIBIT "B"



Community Services Department
Planning & Development Division
Business License

November 1, 2016

Nancy Parent, County Clerk
Washoe County
P.O. Box 11130
Reno, NV 89520

SUBJECT: Appeal Case AX16-005, Harris Ranch Subdivision

Appeal of the of the Planning Commission's decision to deny Tentative Map Case Number TM16-007 that involved the merger and re-subdivision of three lots into a 610 lot, single family detached, common open space subdivision on three parcels totaling \pm 610.34 acres. Lots would range in size from 10,000 square feet (.23 acres) to 50,855 square feet (1.17 acres) with lot sizes averaging approximately 14,866 square feet (.34 acres). The applicant is further requesting that the required yard setbacks be reduced from the required Low Density Suburban regulatory zone setbacks to the Medium Density Suburban regulatory zone setbacks of 20 feet front yard, 20 feet rear yard, and 8 foot side yard. The applicant is Spanish Springs Associates, LLC.

The subject parcels (APN: 534-600-01, 534-600-02 and 076-290-44) are located southeast of Pyramid Highway and Alamosa Drive. The properties are \pm 610.34 acres in size within the Spanish Springs Area Plan and the Spanish Springs Citizen Advisory Board boundaries, Sections 11 and 13, Township 21N, Range 20E, MDM. The Development Code sections applicable to this amendment are Articles 408 (Common Open Space Developments) and 608 (Tentative Subdivision Maps).

(Commission District 4)

Dear Ms. Parent:

Pursuant to NRS 278.0235, please be advised of final action on October 25, 2016, by the Washoe County Board of Commissioners in the above referenced case. The County Commission's final action overturned the Planning Commission's denial (02/04/2016). After the public hearing was closed, Commissioner Hartung made a motion and Commissioner Hermann seconded the motion to overturn the Planning Commission's denial, and approve Tentative Map Case No. TM16-007 for Harris Ranch Subdivision.

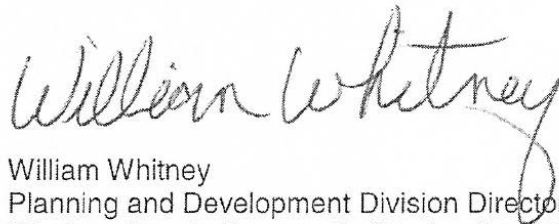
The Washoe County Commission gave reasoned consideration to information contained within the reports transmitted to the Washoe County Commission from the Washoe County Board of Adjustment, and the information received during the Washoe County Commission's public hearing.

Letter to: Nancy Parent, County Clerk
Subject: Appeal Case AX16-005
Date: November 1, 2016
Page: 2

The Board's action was unanimous and all five board members were present: Commissioner Jung, Chair; Commissioner Lucey, Vice Chair; Commissioner Berkbigler; Commissioner Herman; and, Commissioner Hartung.

Please provide a copy of this letter to our department indicating when this letter was received by your office.

Sincerely,

A handwritten signature in cursive script that reads "William Whitney". The signature is written in black ink and is positioned above the typed name and title.

William Whitney
Planning and Development Division Director
Washoe County Community Service Department

BW:tl

cc: TM16-007 Case file



Conditions of Approval

Tentative Subdivision Map Case Number TM16-007

The project approved under Tentative Subdivision Map Case Number TM16-007 shall be carried out in accordance with the Conditions of Approval granted by the Board of County Commission on October 25, 2016. Conditions of Approval are requirements placed on a permit or development by each reviewing agency. These Conditions of Approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable Codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

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

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

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

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

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

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

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

Washoe County Conditions of Approval

- **The DISTRICT BOARD OF HEALTH, through the Washoe County Health District, has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.**
- **The NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) is directed and governed by its own board. Therefore, any conditions set by the Nevada Department of Transportation must be appealed to that Board.**
- **The WASHOE COUNTY SCHOOL DISTRICT is directed and governed by its own board. Any conditions set by the Washoe County School District must be appealed to the Washoe County Board of Trustees.**

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.

Washoe County Conditions of Approval

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

Washoe County Planning and Development

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

Contact Name – Trevor Lloyd, 775.328.3620

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

Regulatory Zone for Review Purposes	Low Density Suburban (LDS) <i>Normal LDS setbacks and minimum widths have been reduced</i>
Minimum Lot Area Proposed	10,000 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. The subdivision shall be in substantial conformance with the provisions of Washoe County Development Code Article 604, Design Requirements, and Article 608, Tentative Subdivision Maps.
- d. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- e. The subdivider shall present to Washoe County a final map, prepared in accordance with the tentative map, for the entire area for which a tentative map has been approved, or one of a series of final maps, each covering a portion of the approved tentative map, within four years after the date of approval of the tentative map or within two years of the date of approval for subsequent final maps. On subsequent final maps, that date may be extended by two years if the extension request is received prior to the expiration date.
- f. Final maps shall be in substantial compliance with all plans and documents submitted with and made part of this tentative map request, as may be amended by action of the final approving authority.
- g. All final maps shall contain the applicable portions of the following Jurat:

Washoe County Conditions of Approval

Jurat for FIRST FINAL MAP

THE TENTATIVE MAP FOR TM16-007 (Harris Ranch) WAS APPROVED *<denied>* BY THE WASHOE COUNTY PLANNING COMMISSION 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 TM16-007 (Harris Ranch) 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,
PLANNING AND DEVELOPMENT DIVISION

Jurat for ALL SUBSEQUENT FINAL MAPS

THE TENTATIVE MAP for TM16-007 (Harris Ranch) was 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 Development Director's signature on first final map>*. [Omit the following if second map.] THE MOST RECENTLY

Washoe County Conditions of Approval

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 TM16-007 (Harris Ranch) 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

[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.

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

Washoe County Conditions of Approval

- 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:

Washoe County Conditions of Approval

1. Maintenance of public access easements, common areas, and common open spaces. Provisions shall be made to monitor and maintain, for a period of three (3) years regardless of ownership, a maintenance plan for the common open space area. The maintenance plan for the common open space area shall, as a minimum, address the following:
 - a. Vegetation management;
 - b. Watershed management;
 - c. Debris and litter removal;
 - d. Fire access and suppression; and
 - e. Maintenance of public access and/or maintenance of limitations to public access.
2. All drainage facilities and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowners association.
3. All open space identified as common area on the final map shall be privately maintained and perpetually funded by the homeowners association. The deed to the open space and common area shall reflect perpetual dedication for that purpose. The maintenance of the common areas and related improvements shall be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
4. The project adjacent to undeveloped land shall maintain a fire fuel break of a minimum 30 feet in width until such time as the adjacent land is developed.
5. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.
6. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.
7. No motorized vehicles shall be allowed on the platted common area except emergency vehicles, utility service vehicles, or vehicles involved in homeowner association maintenance and repair of common area facilities.
8. Mandatory solid waste collection.
9. 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.
10. Slopes shall be three (3) horizontal to one (1) vertical (3:1) or flatter.

Washoe County Conditions of Approval

11. Development of slopes in excess of thirty (30) percent is prohibited.
- p. The common open space owned by the homeowners association shall be noted on the final map as "common open space" and the related deed of conveyance shall specifically provide for the preservation of the common open space in perpetuity. The deed to the open space and common area shall reflect perpetual dedication for that purpose. The deed shall be presented with the CC&Rs for review by the Planning and Development staff and the District Attorney.
- q. In coordination with the Washoe County Health District, the University of Nevada Cooperative Extension, and/or the Washoe-Storey Conservation District, the applicant shall prepare and submit a noxious weeds control plan.
- r. 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 District Health 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. The ±21 acre school/park site near the entrance to the subdivision shall be identified on the final map as future school/park site.
- u. The applicants shall work with the Nevada Department of Transportation to ensure adequate lighting at the intersection of Alamosa and Pyramid Highway.
- v. The development must comply with all of TMWA water rights and infrastructure and connection fee requirements.
- w. The approval of this tentative map case number TM16-007 will make the approved tentative map case number TM05-016 (Harris Ranch) null and void.

Washoe County Engineering and Capital Projects

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

Contact Name – Walt West, 775.328.2310

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

Washoe County Conditions of Approval

- construction drawings prepared by a civil engineer registered in the State of Nevada.
- c. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable County Department shall be responsible for determining compliance with this condition.
 - d. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the onsite improvements. The County Engineer shall determine compliance with this condition.
 - e. A complete set of construction improvement drawings, including an onsite grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best management practices (BMP's) and shall include detailed plans for grading and drainage 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. The County Engineer shall determine compliance with this condition.
 - f. All open space shall be identified as common area on the final map. A note on the final map shall indicate that all common areas shall be privately maintained and perpetually funded by the Homeowners Association. The County Engineer shall determine compliance with this condition. The maintenance of the common areas shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
 - g. Any existing easements or utilities that conflict with the development shall be relocated, quitclaimed, and/or abandoned, as appropriate. The County Engineer shall determine compliance with this condition.
 - h. Any easement documents recorded for the project shall include an exhibit map that shows the location and limits of the easement in relationship to the project. The County Engineer shall determine compliance with this condition.

Drainage and Storm Water Discharge Program (Washoe County Code Articles 110.420 & 110.421)

- i. The conditional approval of this tentative map shall not be construed as final approval of the drainage facilities shown on the tentative map. Final approval of the drainage facilities will occur during the final map review and will be based upon the final hydrology report.
- j. 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. The County Engineer shall determine compliance with this condition.
- k. 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.

Washoe County Conditions of Approval

All storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.

- l. Any increase in stormwater runoff resulting from the development and based on the 5 year and 100 storm(s) shall be detained onsite. The County Engineer shall determine compliance with this condition.
- m. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and grouted rock riprap shall be used to prevent erosion at the inlets and outlets of all culverts to the satisfaction of the Engineering and Capital Projects Division.
- n. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage leaving the site to the satisfaction of the Engineering and Capital Projects Division.
- o. The Truckee Meadows Regional Stormwater Quality Management Program Construction Permit Submittal Checklist and Inspection Fee shall be submitted with each final map. The County Engineer shall determine compliance with this condition.
- p. In medians with irrigated landscaping adjacent to the curb, a subdrain system shall be installed a minimum of one foot behind the back face of curb to intercept drainage from the landscaping. The system shall be tied to the storm drain system or an acceptable alternative drainage system. The County Engineer shall determine compliance with this condition.
- q. Drainage swales that drain more than two lots are not allowed to flow over the curb into the street; these flows shall be intercepted by an acceptable storm drain inlet and routed into the storm drain system. The County Engineer shall determine compliance with this condition.
- r. A note on the final map shall indicate that all drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by a homeowners association. As an alternative to a homeowners association, the developer may request the establishment of a County Utility Service Area under which fees would be paid for maintenance of the proposed storm drainage detention facility. The fee amount will be based on the additional service above that normally provided by the County to maintain new stormwater facilities dedicated by the developer (i.e., curb and gutter, drop inlets and piping). The County Engineer shall determine compliance with this condition. The maintenance and funding of these drainage facilities shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
- s. 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

Washoe County Conditions of Approval

- the maximum permissible flow velocity. The County Engineer shall determine compliance with this condition.
- t. All slopes steeper than 3:1 shall be mechanically stabilized to control erosion. As an alternative to riprap, an engineered solution (geofabric, etc.) may be acceptable. The County Engineer shall determine compliance with this condition.
 - u. Drainage easements shall be provided for all storm runoff that crosses more than one lot. The County Engineer shall determine compliance with this condition.
 - v. Maintenance access roadways 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. County Engineer shall determine compliance with this condition.

Traffic and Roadway (Washoe County Code Article 110.436)

- w. All roadway improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.
- x. An Occupancy Permit shall be obtained from the Nevada Department of Transportation (NDOT), for access to, from or under roads and highways maintained by NDOT, and a copy of said permit shall be submitted to the County Engineer prior to finalization of the affected final map.
- y. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
- z. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet American Association of State Highway and Transportation Officials (AASHTO) sight distances and safety guidelines. No tree shall overhang the curb line of any public street. The County Engineer shall determine compliance with this condition.
- aa. A note on each affected final map shall state that no direct access from individual lots shall be allowed onto King River Drive. The County Engineer shall determine compliance with this condition. This note shall also be included in the CC&Rs to the satisfaction of the District Attorney's Office.
- bb. For any utilities placed in existing County streets, the streets shall be repaired to the satisfaction of the County Engineer. At a minimum, this will require full depth removal and replacement of asphalt for half the street width, or replacement of non-woven pavement reinforcing fabric with a 2" asphalt overlay for half the street width. Type II slurry seal is required for the entire street width with either option. Full width street improvements may be required if the proposed utility location is too close to the centerline of the existing street.

Washoe County Conditions of Approval

- cc. Streetlights shall be constructed to Washoe County standards at locations to be determined at the final design stage. The County Engineer shall determine compliance with this condition.
- dd. AASHTO clear zones shall be determined for all streets adjacent to retaining walls or slopes steeper than 3:1. If a recoverable or traversable clear zone cannot be provided, an analysis to determine if barriers are warranted shall be submitted for approval. The County Engineer shall determine compliance with this condition.
- ee. All retaining walls that are adjacent to, provide support for or retain soil from the County right-of-way shall be constructed of reinforced masonry block or reinforced concrete and designed by an engineer licensed in the State of Nevada. The County Engineer shall determine compliance with this condition.
- ff. No retaining walls that retain soil from the County right-of-way shall be located within a plowed snow storage easement. The County Engineer shall determine compliance with this condition.
- gg. At locations where streets cross proposed drainage channels, the street design shall incorporate a low point in the roadway located at the channel crossing to ensure passage of major storm events across the road with return flow into the channel. Appropriate armoring of roadway slopes at channel crossing shall be provided. The County Engineer shall determine compliance with this condition.
- hh. Prior to the approval of a certificate of occupancy for a dwelling on the 150th lot, obtain an encroachment permit from NDOT, and if allowed by NDOT, construct a traffic signal at the intersection of Pyramid/Alamosa. If a signal is not allowed by NDOT, then construct a high "T" intersection at the intersection of Pyramid/Alamosa. Either improvement must be constructed to the satisfaction of NDOT and Washoe County Engineer. The County Engineer shall determine compliance with this condition.
- ii. Traffic calming measures shall be provided on the following streets to the satisfaction of the County Engineer: Kings River, Pah Rah Ridge, Quinn River, Saval Ranch, W. Crosby Ranch, Neff Ranch, N. Spanish Ranch, and Bull Run Ct. The County Engineer shall determine compliance with this condition.
- jj. Improve Pyramid Highway/Alamosa intersection to include an exclusive right turn lane at the south approach containing 545 feet of storage/deceleration length way a 20:1 taper. The northeast corner shall be improved to include a 150 taper on Pyramid to accommodate the westbound to northbound right turn traffic. The east leg, Alamosa shall have a 275' left turn lane and a shared through-right turn lane.

Washoe County Utilities

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

Contact Name – Timothy Simpson, 775.954.4601

Washoe County Conditions of Approval

- a. All fees shall be paid or deferred in accordance with Washoe County Ordinance prior to the approval of each final map.
- b. Improvement plans shall be submitted and approved by CSD prior to approval of the final map. They shall be in compliance with Washoe County Design Standards and be designed by a Professional Engineer licensed to practice in the State of Nevada.
- c. The Applicant shall submit an electronic copy of the street and lot layout for each final map at initial submittal time. The files must be in a format acceptable to Washoe County.
- d. The Developer shall construct and/or provide the financial assurance for the construction of any on-site and off-site sanitary sewer collection systems prior to signature on each final map. The financial assurance must be in a form and amount acceptable to the CSD.
- e. Approved improvement plans shall be used for the construction of on-site and off-site sanitary sewer collection systems. The CSD will be responsible to inspect the construction of the sanitary sewer collection systems.
- f. Easements and real property for all sanitary sewer collection systems and appurtenances shall be in accordance with Washoe County Design Standards and offered for dedication to Washoe County along with the recordation of each final map.
- g. A master sanitary sewer report for the entire tentative map shall be prepared and submitted by the applicant's engineer at the time of the initial submittal for the first final map which addresses:
 - i. the estimated sewage flows generated by this project,
 - ii. projected sewage flows from potential or existing development within tributary areas,
 - iii. slope of pipe, invert elevation and rim elevation for all manholes,
 - iv. proposed collection line sizes, on-site and off-site alignment, and half-full velocities.
- a. No Certificate of Occupancy will be issued until all the sewer collection facilities necessary to serve each final map have been completed, accepted and completed as-builts drawings delivered to the utility. As-built drawings must be in a format acceptable to Washoe County.
- b. No permanent structures (including rockery or retaining walls, building's, etc.) shall be allowed within or upon any County maintained utility easement.
- c. A minimum 30-foot sanitary sewer and access easement shall be dedicated to Washoe County over any facilities not located in a dedicated right of way.

Washoe County Conditions of Approval

- d. A minimum 12-foot wide all weather sanitary sewer access road shall be constructed to facilitate access to off-site sanitary sewer manholes.

Washoe County Health District

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

Contact Name – James English and J.L. Shaffer, 775.328.2434

This Division requires the following conditions to be completed prior to review and approval of any Final Map:

- a. Prior to any final grading or other civil site improvements, a complete water system plan and Water Project submittal for the referenced proposal must be submitted to this Division. The plan must show that the water system will conform to the State of Nevada Design, Construction, Operation and Maintenance Regulations for Public Water Systems, NAC Chapter 445A, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 and 278.410.
 - i. The application for a Water Project shall conform to the requirements of NAC 445A.66695.
 - ii. Two copies of complete construction plans are required for review. All plans must include an overall site plan, additional phases that will eventually be built to indicate that the water system will be looped, all proposed final grading, utilities, and improvements for the proposed application.
- b. Mass grading may proceed after approval of the Tentative Map and after a favorable review by this Division of a grading permit application.
 - i. The application shall include a Truckee Meadows Water Authority annexation and discovery with the mass grading permit.
- c. Improvement plans for the water system may be constructed prior to Final Map submittal only after Water Project approval by this Division.
 - i. For improvement plans approved prior to Final Map submittal, the Developer shall provide certification by the Professional Engineer of record that the improvement plans were not altered subsequent to Final Map submittal.
 - ii. Any changes to previously approved improvement plans made prior to Final Map submittal shall be resubmitted to this Division for approval per NAC 278.290 and NAC 445A.66715.

This Division requires the following to be submitted with the Final Map application for review and approval:

- d. Construction plans for the development must be submitted to this Division for approval. The construction drawings must conform to the State of Nevada

Washoe County Conditions of Approval

Regulations Concerning Review of Plans for Subdivisions, Condominiums and Planned Unit Developments, and any applicable requirements of this Division.

- e. Prior to approval of a Final Map for the referenced project and pursuant to NAC 278.370, the developer must have the design engineer or a third person submit to the satisfaction this Division an inspection plan for periodic inspection of the construction of the systems for water supply and community sewerage. The inspection plan must address the following:
 - i. The inspection plan must indicate if an authorized agency, city or county is performing inspection of the construction of the systems for water supply and community sewerage.
 - ii. The design engineer or third person shall, pursuant to the approved inspection plan, periodically certify in writing to this Division that the improvements are being installed in accordance with the approved plans and recognized practices of the trade.
 - iii. The developer must bear the cost of the inspections.
 - iv. The developer may select a third-person inspector but the selection must be approved by the Division or local agency. A third-person inspector must be a disinterested person who is not an employee of the developer.
 - v. A copy of the inspection plan must be included with the Final Map submittal.
- f. Prior to final approval, a "Commitment for Service" letter from the sewage purveyor committing sewer service for the entire proposed development must be submitted to this Division. The letter must indicate that the community facility for treatment will not be caused to exceed its capacity and the discharge permit requirements by this added service, or the facility will be expanded to provide for the added service.
 - i. A copy of this letter must be included with the Final Map submittal.
- g. Prior to final approval, a "Commitment for Water Service" letter from the water purveyor committing adequate water service for the entire proposed development must be submitted to this Division.
 - i. A copy of this letter must be included with the Final Map submittal.
- h. The Final Map application packet must include a letter from Nevada Division of Environmental Protection to this Division certifying their approval of the Final Map.
 - i. A copy of this letter must be included with the Final Map submittal
- j. The Final Map application packet must include a letter from Nevada Division of Environmental Protection to this Division certifying their approval of the Final Map.
- k. The Final Map application packet must include a letter from Division of Water Resources certifying their approval of the Final Map.

Washoe County Conditions of Approval

- l. Pursuant to NAC 278.360 of the State of Nevada Regulations Governing Review of plans for Subdivision, Condominiums, and Planned Unit Developments, the development of the subdivision must be carried on in a manner which will minimize water pollution.
 - i. Construction plans shall clearly show how the subdivision will comply with NAC 278.360.
- m. Prior to approval of the final map, the applicant must submit to this Division the Final Map fee.

Other Division Conditions

- n. The detention basin will require the Health District's standard design of a cobble rock lined low flow channel, one foot deep and 2-3 feet wide connecting the inlet(s) to the outlet pipe. In addition, we will require over excavating below the low flow channel with a cobble lined infiltration trench design 2 feet wide and 3 feet deep the length of the basin to reduce the downstream effects of storm water runoff (Health Regulations Governing the Prevention of Vector-Borne Diseases 040.023).
- o. District Health will require percolation testing at or near grade of the proposed detention basin representative materials to determine the soils ability to receive and infiltrate storm water. The maximum drain time of 7 days is required after a storm event per Truckee Meadows Regional Drainage Manual (Section 1302.1). The maximum drain time of 7 days is required as well for nuisance water runoff.
- p. With rockery walls proposed, the voids in the rockery wall shall be filled by placing smaller rock within the face of the wall for the entire height of the wall (Health Regulations Governing the Prevention of Vector-Borne Diseases 040.081).
- q. All proposed swales, ditches and channels will have the flow line covered with 4-6 inch rock to reduce the transport of sediment (Health Regulations Governing the Prevention of Vector-Borne Diseases 040.021).
- r. Vegetation planted in the detention basin shall be one foot away from the low flow channel. The following maintenance language shall be noted on the civil plans and in the CC & R's of the Homeowners Association for the detention basin and major drainage ways; *"All vegetation, debris and blockages shall require removal in the low flow channel including one foot on either side of the channel on an annual basis. Maintenance of the detention will mitigate insect development by preventing standing water from ponding longer than 7 days."* (Health Regulations Governing the Prevention of Vector-Borne Diseases 040.0221).
- s. Prior to the sign-off of the building plans the above detail designs are required on the plans and a scheduled compliance inspection the Vector-Borne Diseases Program is required for the above condition(s).

Washoe County School District

Washoe County Conditions of Approval

5. The following conditions are requirements of the Washoe County School District, which shall be responsible for determining compliance with these conditions. The Washoe County School District is directed and governed by its own board. Therefore, any conditions set by the Washoe County School District must be appealed to that board.

Contact Name – Mike Boster, 775.789.3810

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

Truckee Meadows Fire Protection District

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

Contact Name – Amy Ray, 775.326.6000

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

Washoe County Planning and Development - Parks

7. The following conditions are requirements of the Washoe County Planning and Development - Parks, which shall be responsible for determining compliance with these conditions.

Contact Name – Dennis Troy, 775.328.2059

- a. Upon request by the County, the applicant shall record with Washoe County an irrevocable offer of dedication for a twenty-foot wide non-motorized public trail easement, in the perimeter common area surrounding the developed lots on all sides, the easement will provide access for pedestrians, equestrian use and bicycles. This trail shall also be served by access easements adjacent to the identified 50' wide drainage easements. The construction of the drainage improvements within the drainage easement shall not preclude construction of future trail connectors.

Washoe County Conditions of Approval

- b. Upon request by the County, the applicant shall record with Washoe County an irrevocable offer of dedication for a twenty-foot wide non-motorized public trail easement, over the proposed water service line alignments and access points along the southern and western portions of the property. The easement will provide access for pedestrians, equestrian use and bicycles. The Department of Community Development shall determine compliance with this condition.
- c. Future plan sets shall callout waterline access roadway and trail alignment on the plan sets.

*** End of Conditions ***

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: Harris Ranch Subdivision			
Project Description: Development Agreement to extend for two years the time to record a first final map for TM16-007 (Appeal Case AX16-005).			
Project Address: Pyramid Lake Highway at Alamosa Drive			
Project Area (acres or square feet): 610 acres			
Project Location (with point of reference to major cross streets AND area locator): East of Pyramid Highway between Alamosa Drive and the Donovan Aggregate Pit Haul Road approximately two miles northeast of Calle de la Plata.			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
534-600-01	480	076-290-44	53.98
534-600-02	76.36		
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: Spanish Springs Associates L.P.		Name: Robert M. Sader	
Address: 550 W. Plumb Lane, Suite B505		Address: 241 Ridge Street, #340	
Reno, NV	Zip: 89509	Reno, NV	Zip: 89501
Phone: (775) 560-6922	Fax: N/A	Phone: (775) 305-9530	Fax:
Email: jessejhaw@gmail.com		Email: rmsader@robertmsaderltd.com	
Cell: same	Other:	Cell: (775) 772-6425	Other:
Contact Person: Jesse Haw		Contact Person: Robert M. Sader	
Applicant/Developer:		Other Persons to be Contacted:	
Name: Same as above		Name:	
Address:		Address:	
	Zip:		Zip:
Phone:	Fax:	Phone:	Fax:
Email:		Email:	
Cell:	Other:	Cell:	Other:
Contact Person:		Contact Person:	
For Office Use Only			
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

**ROBERT M. SADER, LTD.
A PROFESSIONAL LEGAL CORPORATION
241 RIDGE STREET, STE 340
RENO, NEVADA 89501
(775) 329-8310
FAX (775) 329-8591**

To: Washoe County Planning Department
From: Robert M. Sader, Counsel for Spanish Springs Associates Limited Partnership
Re: Development Agreement Application for Harris Ranch
Date: August 5, 2020

Please accept this letter and the enclosed documents as a development application for a development agreement between the owner of Harris Ranch Subdivision, Spanish Springs Associates Limited Partnership, and Washoe County, pursuant to NRS 278.0201-.0207 and WCDC Article 814. Harris Ranch is subject to Tentative Map Case No. TM16-007 (Appeal Case AX16-005), which was approved by Washoe County on November 1, 2016.

As stated in Section 1 of the enclosed development agreement draft, the recording of the first final map will be delayed beyond the statutory deadline of November 1, 2020, even though it was submitted to Washoe County in December, 2018, due to a combination of factors: (i) change of county policies on flood plain elevation and flood mitigation; (ii) extensive off-site infrastructure plan approvals; and (iii) delays caused by the Covid-19 pandemic. In order to provide adequate time to finish and record the first final map, a two-year extension is requested, from November 1, 2020 to November 1, 2022.

Enclosed are the following application documents and materials:

1. Development Application and Property Owner Affidavit;
2. Proposed Agreement Concerning the Development of Land (Harris Ranch); and
3. Applicant check for \$6,254.00.

There are five packets and a flash drive with one packet marked "Original", which includes the original Property Owner Affidavit. Please contact me with any comments or questions. Thank you for your assistance.



ROBERT M. SADER, Counsel for
Spanish Springs Associates Limited
Partnership

Enclosure
RMS/kja