

**SOUTHWEST POINTE FINAL DEVELOPMENT AGREEMENT**

**CASE NO. DA9-1-93**

**CROSS REFERENCE** TM9-14-93, SPW9-11-93, SPW9-12-93,  
SPW9-13-93, SPW9-14-93

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**REQUEST:** To develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The total acreage of the project is  $\pm 3,171.6$  acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN:49-010-04, 49-010-10 and 41-030-12)

**RECOMMENDATION/ACTION:**

**STAFF: DON YOUNG**

**PC:**  
**BCC**

**DATE**  
**DATE**





*Southwest Pointe*

ORIGINAL

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DA9-1-93

# *Southwest Pointe*

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Prepared by:  
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In Association with:

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September 1993

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Tentative Map (2 sheets)

Map Pocket

## I. INTRODUCTION

Southwest Pointe occupies 3,272 acres in the Southwest Truckee Meadows. This property is ideally suited for long-range master planning, which will aid in the protection of the environment, while at the same time facilitating the development of a planned community. The property stretches from the foothills behind the Gaspari Ranch at the north end to a short distance north of the Mt. Rose Highway at the south end, for a total distance of 4 miles. The easternmost portion of the site abuts Thomas Creek Estates, and the entire western boundary is shared with the U. S. Forest Service.

The purpose of this application package is to establish a definitive master plan for the development of Southwest Pointe. To that end, this submittal package includes the following requests:

- a. **Preliminary Development Agreement** based on Article 814 of the Washoe County Development Code.
- b. **Tentative Map for a Common Open Space Development** based on Article 408 of the Development Code.
- c. **Special Use Permits** for utility services (e.g., water storage tanks), a neighborhood commercial center, child care (either large-family daycare or child daycare), and commercial outdoor sports and recreation (i.e., golf courses, maintenance area, driving range, tennis courts, swimming pool, and club house).
- d. **Administrative Permit** for a commercial stable based on Article 304 of the Development Code.
- e. **Review as a Project of Regional Significance.**

## II. PROJECT DESCRIPTION

### Setting

Southwest Pointe is located on a prominent site overlooking the Truckee Meadows. Every portion of the property has unobstructed views, and the entire project has been laid out to maximize these views. Both Thomas and Dry Creeks cross the property, and the concept plan takes these two prominent features into account. There is some riparian vegetation along Thomas Creek but a majority of the site is covered with moderate to dense stands of bitterbrush and sagebrush and thinly scattered field grass and alfalfa.

As shown in Figure 2-1, the property is bounded by the Toiyabe National Forest to the west, Thomas Creek along the south, and the established neighborhoods of Thomas Creek Estates and Saddlehorn to the southeast and east. Elevations range from approximately 4,950 feet along the eastern portion of the site to 5,900 feet on the west. The property slopes in a southwest to northeast direction with slopes generally ranging from 5 to 15 percent. Moderately steep slopes, generally between 15 and 30 percent, are found at the northern end of the site.

The property is traversed by several unpaved, four-wheel drive roads that provide access to the Toiyabe National Forest and to the well and tank sites developed by the Washoe County Utility Division. There is also a 120 kilovolt transmission line that crosses through the middle of the property in a north-south direction. Additionally, the South Truckee Meadows General Improvement District has constructed two, 750,000 gallon water storage tanks and a well on a 2-acre site in the northwestern quarter of Section 26. Other than these improvements the property is vacant.

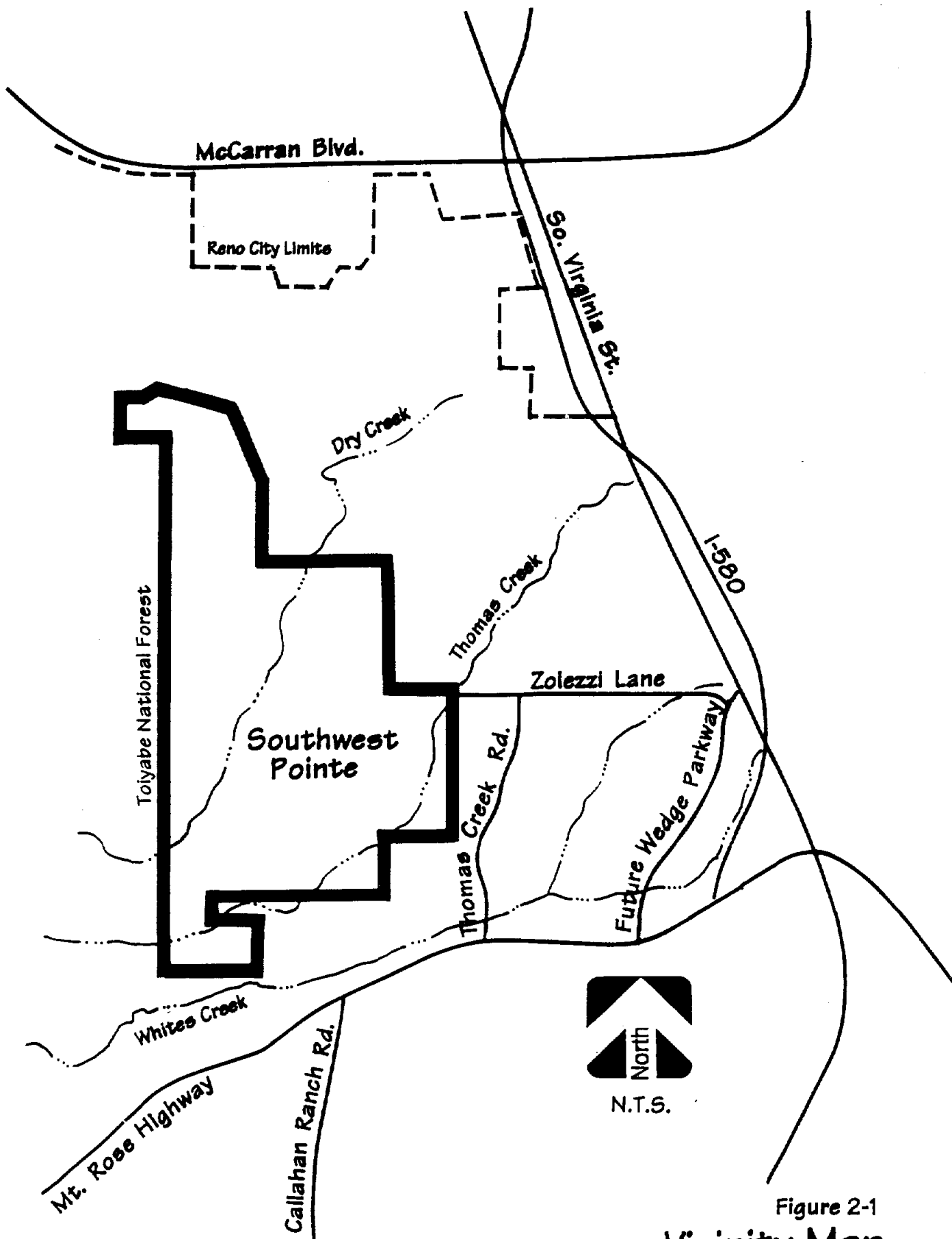


Figure 2-1  
Vicinity Map

## Concept Plan

Planning Approach and Analysis - The concept plan for Southwest Pointe is based on a planning approach that analyzes the constraints and opportunities of the property to identify the most appropriate development areas. Site characteristics, including topography, geology, flora and fauna, drainage, view sheds, access points, and easements were mapped and overlaid. In addition, surrounding land uses and jurisdictional regulations were considered.

The topography is steep and mountainous along the western boundary and in the "panhandle" to the north. Remaining portions of the site are characterized by gently and moderately sloping terrain with slopes ranging between 5 and 15 percent. These terrain features create panoramic views of downtown Reno and the Southeast Truckee Meadows from nearly every portion of the site.

A number of Holocene faults cross the property, generally running in a north-south direction. These faults define corridors within which development was planned.

Two major drainages traverse the property -- Thomas Creek along the southern and eastern edge and Dry Creek through the western and north central portions of the land. Some sections of the creeks are bordered by riparian wetlands and, therefore, setbacks for development are required. These riparian corridors are generally not visible from most portions of the property; however, these corridors are among the most scenic areas of the property.

The winter range for the Loyalton-Truckee deer herd covers the "panhandle" and the north central portions of the site. Some residential and golf course development is proposed within the winter range; however, there is also a significant amount of acreage left as open space.

An easement for a 120 kilovolt electrical transmission line bisects the property in a north/south direction. Water tanks and access easements are found in the southeastern corner and along the southeastern property line. The water tanks create a negative visual impact and the power line easement is a visual and physical barrier to development.



Access to the property is via the extensions of Zolezzi and Whites Creek Lanes. No connection with the Mt. Rose Highway or surrounding local streets is contemplated.

Land use designations are discussed in Chapter 6, Planning Analysis, and indicate a lessening of residential density from east to west across the property. The master plan for this park district anticipates trails along Thomas Creek for access to the Mt. Rose Crest Trail and around the northern portion of the project for access to the Mackay Fair Flume Trail and the U.S. Forest Service parcel in Section 11.

**Planning Concepts** - Blending the constraints and opportunities analysis with the allowable lot count of 1,090 dwelling units and the development program, which calls for 36 holes of golf, the following design objectives were formulated and implemented in the concept plan:

- Provide significant natural open space buffers around the periphery of the project to preserve the visual and physical environment of surrounding residents and to focus the views from within the property.
- Preserve the Thomas Creek and Dry Creek corridors and use creek edges, where feasible, for golf course fairways and for visual amenities from lots.
- Distribute land uses so that the progression from the property boundaries inward is from open space, to golf or large lots, to smaller lots, to the Village Center.
- Remain consistent with the intent of the Southwest Truckee Meadows Area Plan. Set aside a location for the civic uses proposed in the Area Plan -- schools, neighborhood park, regional trails, trail head, and a fire station.
- Create a major community entrance at the extension of Zolezzi Lane and a secondary community entrance at Whites Creek Lane with signage,

monumentation, special paving, and landscaping. Integrate the bridge structures across Thomas Creek with the community entrance features.

- Use the earthquake faults and associated building setbacks, wherever practical, as golf course fairways, road right-of-ways, and open space.
- Establish a rural golf course community theme by locating golf course fairways, open space, and larger lots adjacent to collector roads by using smaller paved road sections, by creating neighborhood enclaves, and by controlling development through comprehensive design standards.
- Develop a mix of lot sizes ranging from approximately 45 percent one acre and large lots, 15 percent 1/2 acre lots, and 40 percent with a minimum size of 12,000 square feet. Primary lot orientation should be to the golf courses and/or the northeastern views.
- Locate the first phases of development east of the power line easement and west of Thomas Creek. Subsequent phases are generally west of the power line easement.

**Elements of the Community** - As shown on the Concept Plan on the following page, the land use pattern clusters residential neighborhoods within enclaves created by the golf course fairways and the two major loop roads. Both the fairways and the roads are located to maximize the use of the earthquake faults. All edges of the proposed development reserve substantial areas of natural open space, ranging from the entire "panhandle" to a minimum of 500 feet to the nearest existing lot. The average distance to existing lots outside Southwest Pointe is 1,500 feet.

Two loop roads provide access to the three phases of the project. The primary loop enters the property as an extension of Zolezzi Lane. From this main entry point, the road proceeds westward to the Village Center and south towards Whites Creek Lane and the second project entrance. The secondary loop road connects to the primary loop road below the driving range and the Village Center. It then proceeds westward toward Dry Creek and serves as the main



# CONCEPT PLAN

PHASE I		LOT TYPE		
NEIGHBORHOOD	ACRES	1.0 ACRE	0.5 ACRE	12,000 S.F.
A	59			
B	44			
C	12			
D	66			
E	27			
F	55			
G	15			
H	70			

VILLAGE CENTER, INCLUDING DRIVING RANGE 50 ACRES  
 GOLF MAINTENANCE YARD 2 ACRES  
 RESIDENTIAL AREA 279 ACRES  
 GOLF COURSE/ROADS/COMMON AREA 264 ACRES  
**PHASE I TOTAL: 670 ACRES**

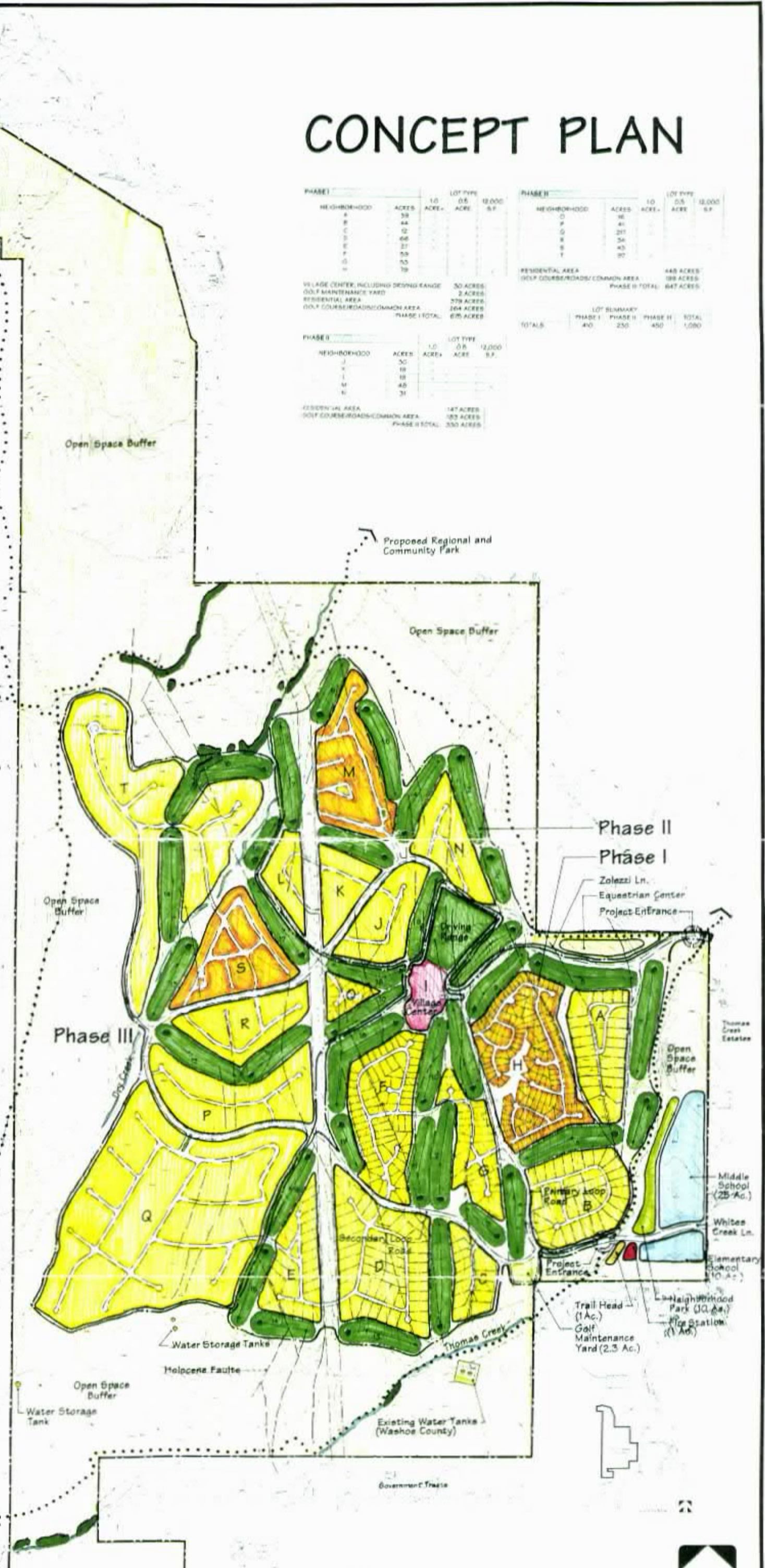
PHASE II		LOT TYPE		
NEIGHBORHOOD	ACRES	1.0 ACRE	0.5 ACRE	12,000 S.F.
J	50			
K	18			
L	18			
M	45			
N	31			

RESIDENTIAL AREA 147 ACRES  
 GOLF COURSE/ROADS/COMMON AREA 103 ACRES  
**PHASE II TOTAL: 250 ACRES**

PHASE II		LOT TYPE		
NEIGHBORHOOD	ACRES	1.0 ACRE	0.5 ACRE	12,000 S.F.
O	36			
P	41			
Q	217			
R	54			
S	43			
T	37			

RESIDENTIAL AREA 445 ACRES  
 GOLF COURSE/ROADS/COMMON AREA 188 ACRES  
**PHASE II TOTAL: 633 ACRES**

LOT SUMMARY			
TOTALS	PHASE I	PHASE II	TOTAL
	40	250	450
			1,080





circulation route in Phases II and III. From these two loop roads, 19 neighborhoods and the Village Center (clubhouse and retail/service uses) are served. Identity entry points will be established for each neighborhood with special signage, monumentation, and landscaping.

A bridge crossing Thomas Creek, special signage, monumentation, and landscape treatment will create the primary entry at Zolezzi Lane. Entering Southwest Pointe, the views will be of open space, the equestrian center on the right, golf course fairways, the Village Center, and the mountain back drop. The first neighborhood entry is found to the south between two golf holes and leads to one-acre lots (Neighborhood A). Proceeding westward on the primary loop road, vistas are across golf fairways, the driving range, and toward the Village Center, which is placed at the confluence of eight golf holes and has panoramic views of downtown Reno.

As the loop road turns southward past the entrance to the Village Center, a view corridor (3,200 feet in length) is created by the golf course. The second neighborhood entrance occurs to the east and introduces a neighborhood of 12,000 square foot lots (Neighborhood H). This neighborhood contains an internal landscaped open space system to provide an amenity for lots that do not front the golf course fairways. Further to the south, the second entry to Neighborhood H coincides with the entry for Neighborhood G to the west. Neighborhood G is composed of 1/2-acre lots. The internal road system connects through the golf course to Neighborhood F, which is an area of similar lot size.

Proceeding eastward to the secondary community entry at Whites Creek Lane, the loop road passes the entry to Neighborhood B before crossing Thomas Creek. The civic uses are clustered at this entrance. The remaining neighborhoods in Phase I (Neighborhoods C, D, and E) consist of 1-acre lots.

The secondary loop road serves the five neighborhoods in Phase II and the six neighborhoods in Phase III. The visual experience moving through the developed areas is focused up and down the golf course fairways with the mountain back drop and defined by neighborhood entry points and golf fairway crossings.

Each phase has a mixture of the three lot sizes -- 12,000 square feet, 1/2 acre, and 1 acre and larger. Land uses by phase are presented in Table 2-1.

Table 2-1  
**Land Use Summary**  
 (acres)

<u>Land Use</u>	<u>Phase I</u>	<u>Phase II</u>	<u>Phase III</u>	<u>Total Acreage</u>
Residential	268	147	538	953(29%)
Golf Course, Roads, and Common Area	266	183	220	669(21%)
Civic Uses	48	0	0	48( 1%)
Village Center inc. Driv. Range	27	0	0	27( 1%)
Open Space	<u>621</u>	<u>361</u>	<u>593</u>	<u>1,575 (48%)</u>
<b>TOTAL</b>	<b>1,230</b>	<b>691</b>	<b>1,351</b>	<b>3,272 (100%)</b>

**Village Center** - The Village Center is centrally located in the community to serve the needs of the two golf courses and the future residents. This 9-acre center is planned to contain a clubhouse (minimum floor area: 15,000 square feet) and a neighborhood commercial center (minimum floor area ranging from 15,000-20,000 square feet). The driving range is adjacent to the village center and encompasses approximately 18 acres. As a gathering place for the community and a destination for golfers, the Village Center will be created by a cluster of pavilions linked to the clubhouse by protected walks and trellises. The pavilions will house uses such as a country store, day care, real estate office, and similar neighborhood uses. (Refer to Figures 2-2 and 2-3.)

**Development Program**

The project will be developed in three phases. Phase I includes a tentative map for 410 lots, an 18-hole golf course, the Village Center, driving range. Construction of the golf course and the driving range will commence

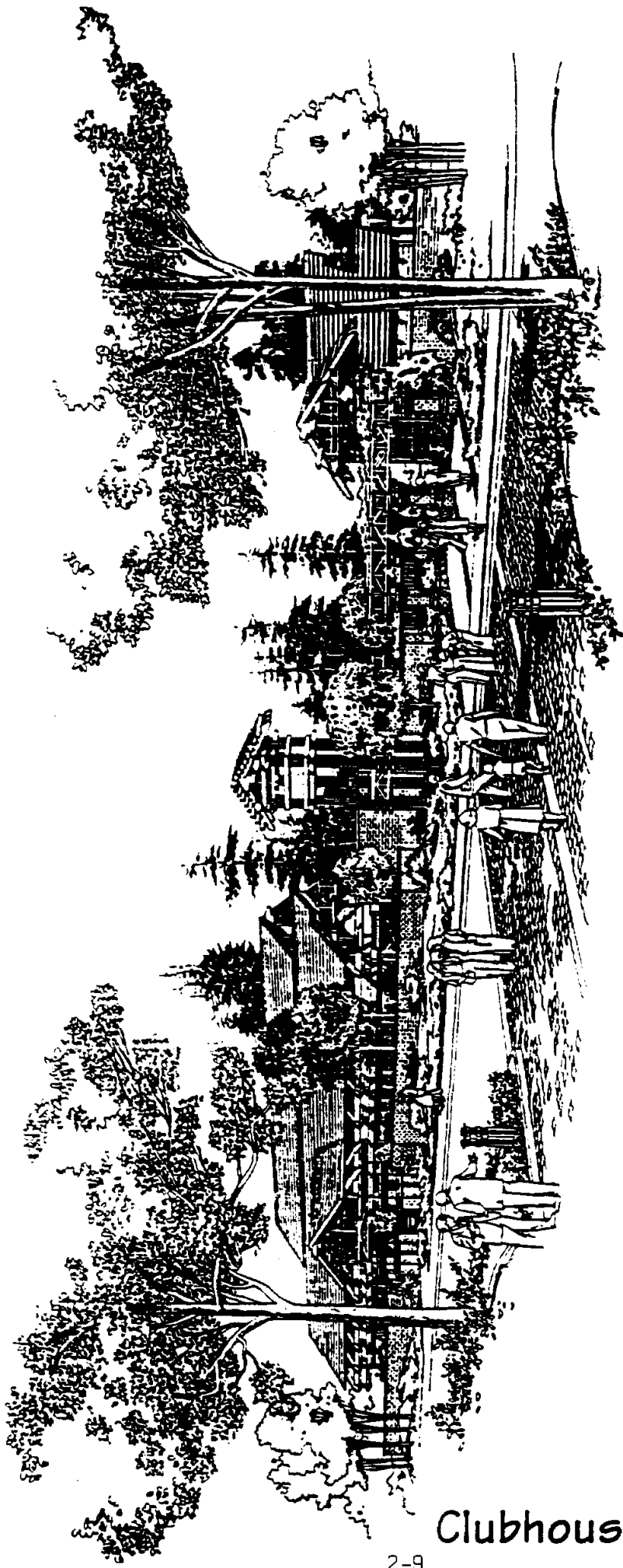
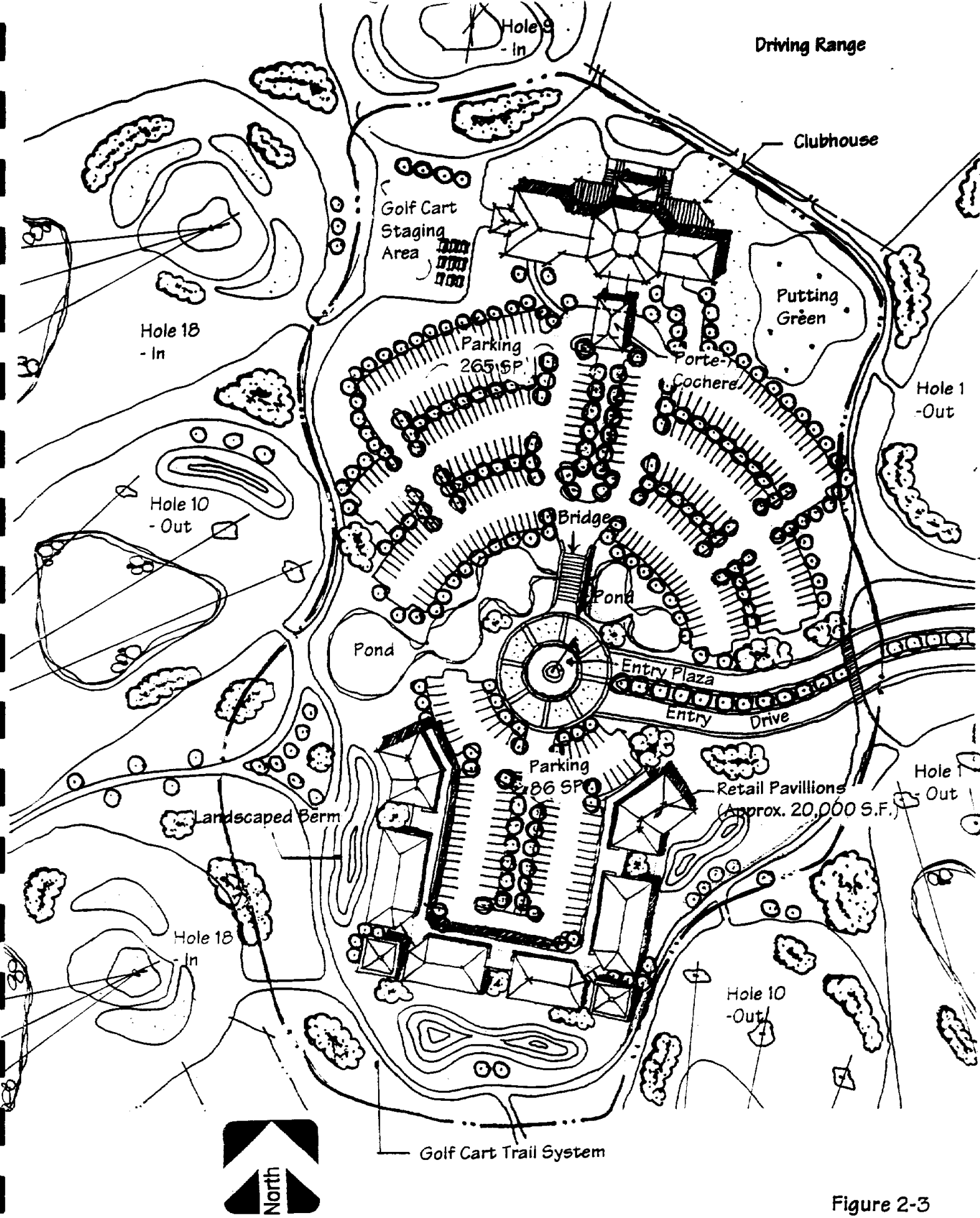


Figure 2-2  
**Clubhouse & Village Center**



N.T.S.

Figure 2-3

# Conceptual Site Plan For Village Center

simultaneously with recordation of the first final maps for the subdivision. Within the village center, construction of the club house will start after the golf course is open. Temporary facilities will be used until the clubhouse is completed. The neighborhood commercial uses are within the Village Center and, therefore, included in Phase I. Actual construction of the commercial uses will, however, probably not occur until a later phase because there will not be enough residents to support these uses until that time.

Phase II will include an additional 9 holes of golf, the equestrian center and a tentative map for approximately 230 lots. Phase III includes the remaining 450 lots and the last 9 holes of golf.

The open space will be distributed among all three phases to maintain a density of 0.3 dwelling units per acre. The amount of acreage designated open space (approximately 1,575 acres) may vary minimally up or down with subsequent tentative maps. However, the number of lots allowed on this property (1,090) remains constant and is consistent with the Southwest Truckee Meadows Area Plan.

Various civic uses are also shown on the concept plan. These include an elementary school, middle school, fire station, neighborhood park, trail head, and regional trails. (These facilities are discussed in detail in Chapter 5, Infrastructure/Services.) The Washoe County School District will be responsible for construction of the elementary and middle schools. The timing for the middle school is unknown, but the District hopes to have the elementary school open in September 1995. Construction of the fire station will be the responsibility of the Nevada Division of Forestry (NDF); however, it is possible that the Truckee Meadows Fire Protection District will also be involved in the construction and operation of the station since the location could serve both NDF and Truckee Meadows. The Washoe County Department of Parks and Recreation will be responsible for developing the trail head and trails. To construct the neighborhood park, the developers hope to enter into an agreement with Washoe County whereby the developer will construct the recreational facilities in the park and then be reimbursed by Washoe County from fees collected in Southwest Pointe the Residential Construction Tax.



## Schedule

Approval of this application for a preliminary development agreement does not authorize development or the issuance of any building permits. A final development agreement must be recorded prior to commencing development. A draft of the final development agreement, for all or a portion of the project, will be submitted to Washoe County within 6 months of BCC approval of the preliminary development agreement. Staff will have two months to prepare their comments on the draft final agreement. After receiving the staff comments, the final development agreement will be submitted to Washoe County for approval within 3 months. Upon recordation, the development agreement binds all parties and their successors in interest for the duration of the agreement.

It is anticipated that construction of this project will occur over a 15-year period. Therefore, the duration of the development agreement should also be for 15 years. Section 110.814.95 of the Development Code states that amendments to the development agreement can be approved by the BCC if the amendment is consistent with the Comprehensive Plan. Should market conditions or other unforeseen delays necessitate a longer time period for construction, it would be necessary for the property owner to initiate an amendment to the agreement.

A tentative map for the lots within Phase II will be filed within 5 years and for the lots in Phase III within 10 years. The tentative maps for these phases will comply with the lot sizes and density shown on the concept plan.

### III. DESIGN GUIDELINES

This chapter outlines design guidelines and standards that will apply to Southwest Pointe. These Guidelines are intended to provide the county and the residents in the Southwest Truckee Meadows with a feeling for the type of development being proposed. Another purpose is to help prospective architects, designers, builders, and owners create residences that will fit within a defined architectural character. The Guidelines included in this chapter will serve as the basis for more detailed design standards that will be prepared for the final development agreement.

These Guidelines, along with the provisions that will be set forth in the Southwest Pointe CC&Rs, form the basis for evaluation of all drawings and specifications for construction submitted to the Architectural and Landscape Control Committee (ALCC) for review and approval, including any additions and modifications. Any items or issues not addressed in the governing instruments for this community are matters left to the discretionary judgment of the ALCC acting in good faith on behalf of the best interests of the homeowners as a whole. The ALCC may, at its discretion, amend the Guidelines from time to time for the purpose of more fully describing their original intention. The Guidelines, however, are not meant to duplicate or supersede the requirements of Washoe County. Home plans will need to be processed through Washoe County and appropriate public agencies as well as through the ALCC.

#### Design Philosophy

Southwest Pointe is set in the context of a rugged mountain backdrop and sagebrush covered slopes that are punctuated by Thomas and Dry Creeks. To those natural conditions have been added two 18-hole golf courses with residential neighborhoods clustered within the golf course fairways. The residential components of the community are intended to blend harmoniously and aesthetically with the natural environment.

Community Design Theme - The Guidelines seek to establish a community-wide theme for Southwest Pointe that transcends individual property boundaries. The underlying design concept emphasizes the scenic natural beauty and a refined image that harmonizes with the natural setting.

Architectural Design Theme - The intent is to encourage a variety of residential styles and diversity within a regional architectural expression and to blend the residences with the natural and created landscape environment. These Guidelines allow design latitude and flexibility, while insuring that the value of property will be enhanced through the control of site planning, architecture, and landscaping elements. Creativity in these areas will successfully integrate the residential sites with the golf course and natural site features to ensure a pleasant, cohesive community. The Design Guidelines will be used to review each builder's proposal for conformance with the overall community objectives.

Landscape Design Theme - Landscaping will play a significant role in establishing the character of Southwest Pointe. The open space system responds to site conditions and creates a visual framework for the entire project. Neighborhood entries and roadway landscaping will enhance the street circulation pattern and intersections to establish a "sense of place" within Southwest Pointe. Also contributing to the overall community identity are other landscape elements such as walls, fences, lighting, signage, and paving.

In addition to providing exciting and challenging play, the golf courses have been carefully situated along the creeks, adjacent to major roads, and routed to take advantage of the panoramic views from the property. Utilizing concepts from the traditions of golf, the courses have been planned to incorporate manicured lawns for the tees, fairways, and greens. Transition landscaping will enhance the beauty of the adjacent native vegetation through contrasts in color and texture. Through careful planning, the golf courses and the entire Southwest Pointe community have been gently blended into the natural environment.

## Community Design Guidelines

Community Entrances - Residents and guests will arrive at the main entrances at the edges of the community along Zolezzi Lane and Whites Creek Lane. (Refer to Figures 3-1 and 3-2.) The landscape elements, monumentation, and lighting will create a theme that reflects both the natural setting and the relaxed sophistication that characterizes Southwest Pointe. The entrances will include indigenous rock, deciduous trees, perennials, and shrubs. Periodically, a low split rail fence will meander through the clustered landscaped areas. These elements will be designed to focus the entry experience towards views of the clubhouse, the golf course, and the natural environs. Each neighborhood will be identified with signage, monumentation, and lighting consistent with the community entrance theme.

Bridges - Bridges will use indigenous rock, heavy rails, and an overall simple design. (Refer to Figure 3-3.) Culverts will be sensitively designed and placed to minimize creek bed disturbances and to allow unimpeded flow.

Fencing - There will only be two types of community fencing in Southwest Pointe. The first will be a low decorative split rail design either with or without native stone pilasters. (Refer to Figures 3-4 and 3-5.) The second is a higher solid wood fence with native stone pilasters which will provide a visual screen and will only be allowed in certain areas of the development. Use of these fences will be strictly controlled to preserve the open and rural community theme.

Signs - Street signs will be accomplished in a variety of attractive and creative ways. Signs will be mounted on specially designed posts, consistent with overall community design themes. Community and neighborhood signs will be integrated with entry monoliths.

Lighting - Lighting will be provided with landscape uplights on vegetation and pedestrian-scale bollards. Where necessary, along roadways and at intersections, lighting levels will be no more than absolutely required to perform the task for which it is intended (e.g., ambiance, safety). In most

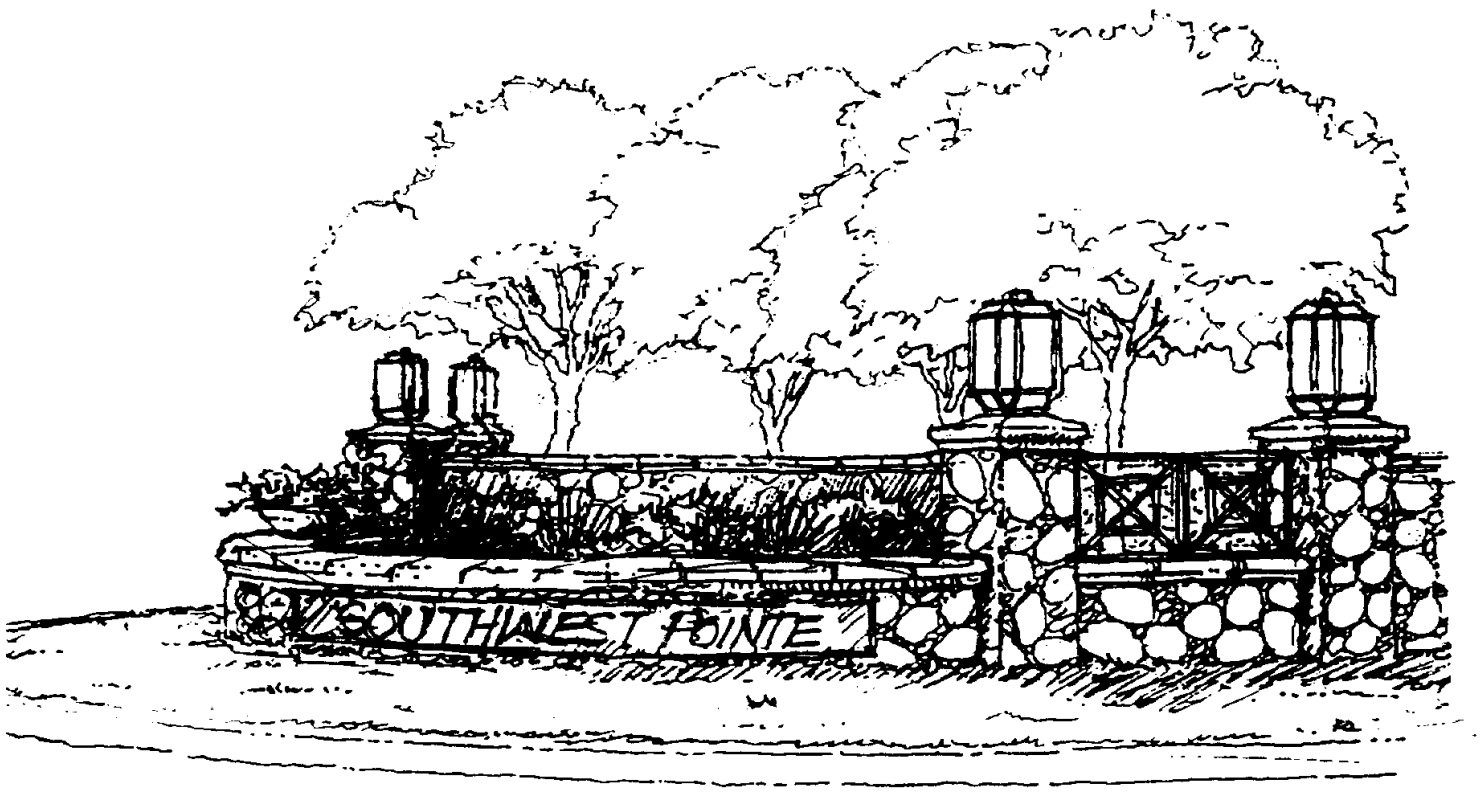


Figure 3-1

Main Project Entrances  
@Zolezzi Lane & Whites Creek Lane

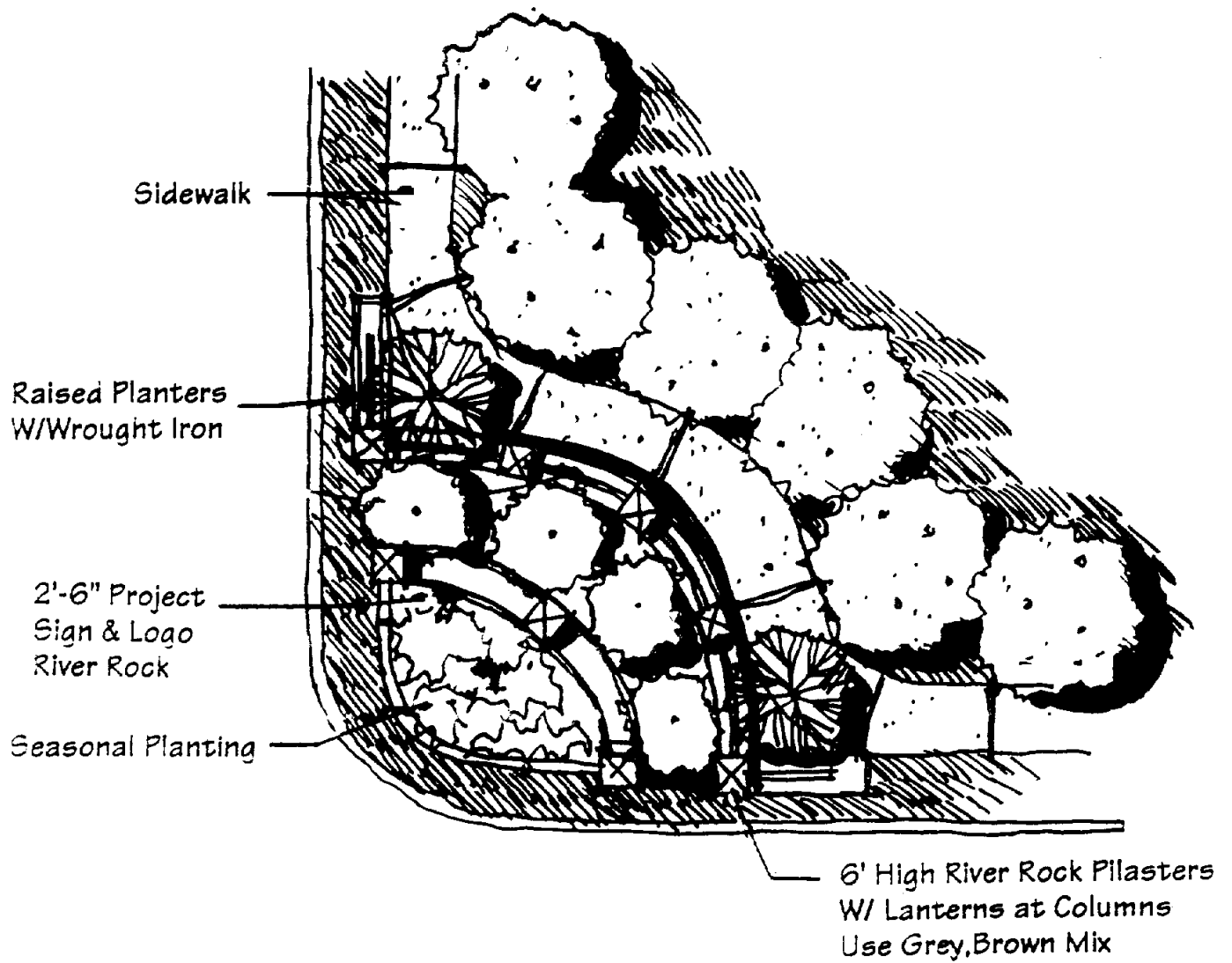


Figure 3-2  
 Neighborhood Entrances  
 Plan View

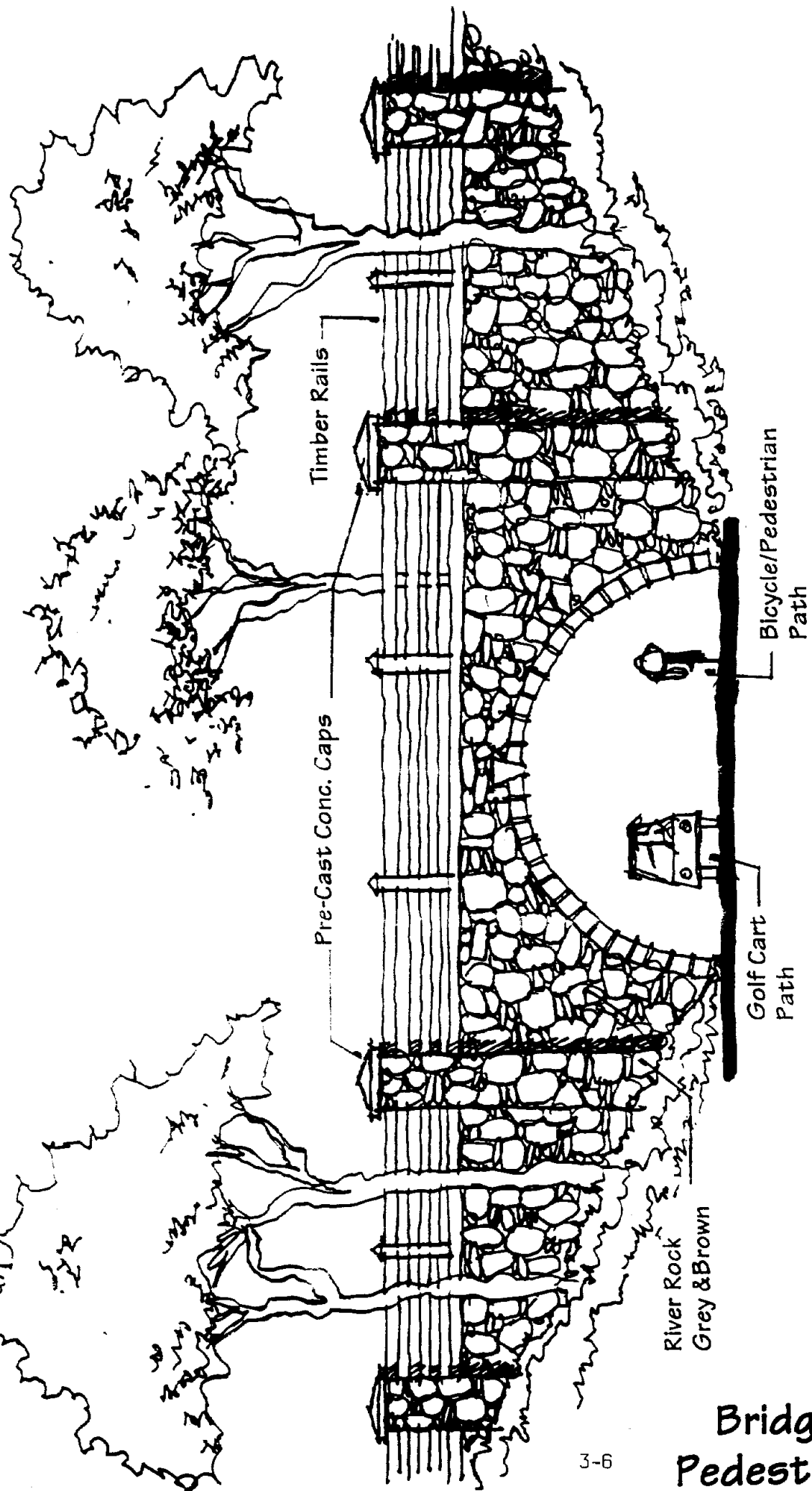


Figure 3-3  
Bridge, Golf Cart &  
Pedestrian Bike Path

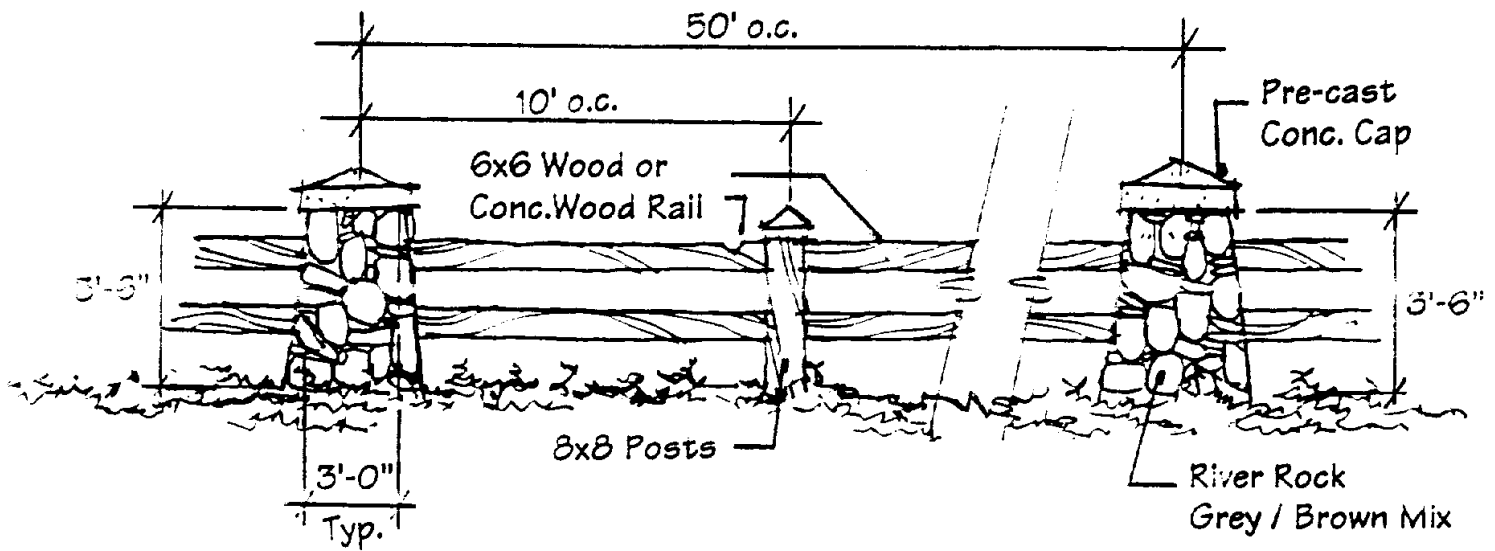


Figure 3-4  
 Split Rail Fence  
 W/or W/out Pilasters  
 Road & Golf Course Edges



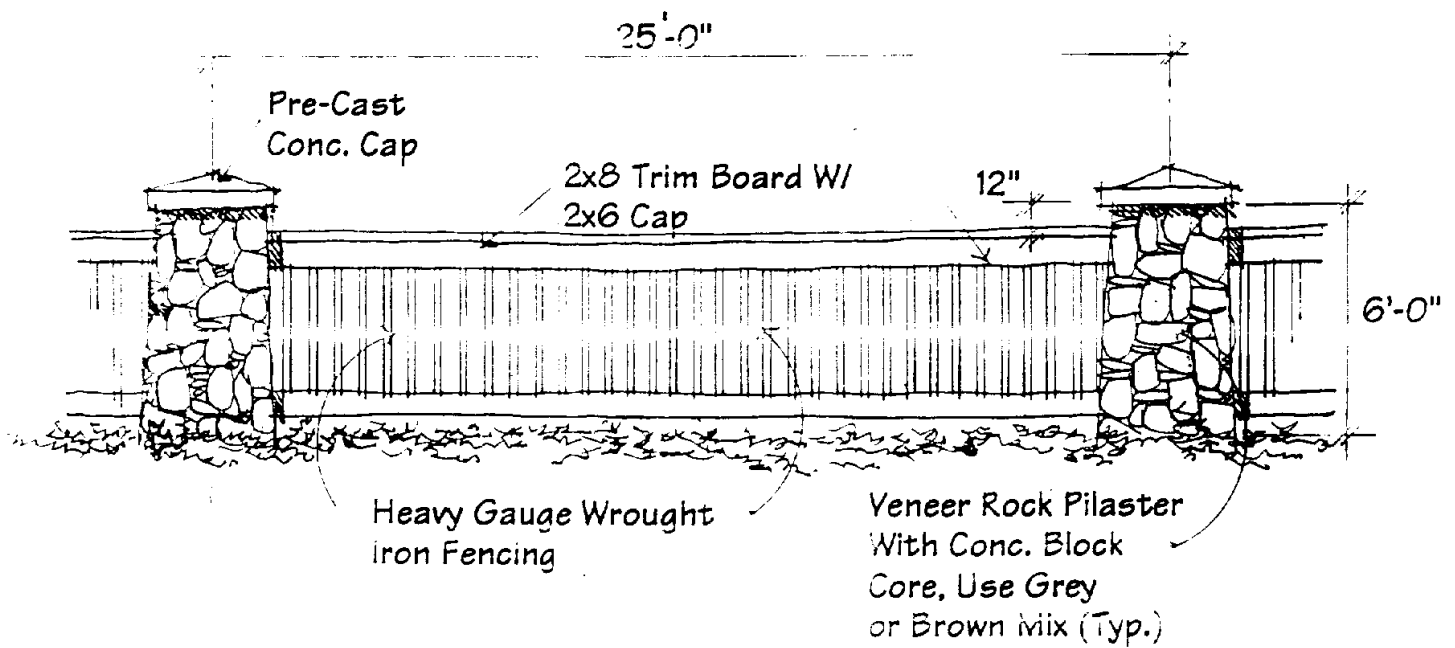


Figure 3-5

**Solid Wood Fence**

## Architectural Design Guidelines

The intent of the Guidelines is to establish a continuity of high quality residential design through the creative use of architectural elements which respond to climate, function, and natural setting. These Guidelines define the materials, colors, forms, and elements that can be used to implement the architectural theme in the residential areas.

The ALCC is the guiding body for determining the quality, integrity, and completeness of design as it relates to the Design Guidelines. Architects, designers, builders, and owners are encouraged to work closely with the Committee realizing the Guidelines are for everyone's benefit and that the ALCC is the sole interpreter of the Guidelines. To ensure high standards, owners are required to employ a designer or architect licensed in the State of Nevada.

**Minimum Lot Width** - All residential lots shall comply with the following minimum average width requirements: 1 acre and larger lot, 150 feet; 1/2 acre lots, 100 feet; and 12,000 square foot lots, 80 feet.

**Setback and Yard Dimensions**- Each residential lot will have building setbacks that define where and how structures can be built. The underlying objective is to encourage articulated building forms, one- and two-story massing, unobstructed views, privacy, and varied setback on the street, golf course, and between residences.

The minimum setback and yard dimensions are described below:

<u>Lot Size</u>	<u>Front Yard</u>	<u>Side Yard</u>	<u>Back Yard</u>
1 acre +	30'	12'	30'
1/2 acre	25'*	10'	20'
12,000 sq. ft.	20'	8'	20'

\* Reduced to 20' with detached or side-entry garage.

Projections, such as chimneys, covered and not enclosed porches, decks, roof overhangs, fences, canopies, eaves, or other similar architectural features may extend into a required side, front, or back yard setback not to exceed 2 feet. Some lots may have varying setbacks which relate to unusual property features and geometry, and these will be specified by the ALCC.

**Height** - The maximum height of any structure in Southwest Pointe shall not exceed 35 feet measured from the average grade of the building footprint to the highest roof ridge. Two stories is the maximum building mass. It is the intent of the height standard to encourage both one- and two-story massing on uphill and downhill sides of structures and to design units which have elements that come to one story plates at all edges.

Upsloping lots, viewed from the front from a lower elevation, should provide one story elements to diminish the verticality of any second story elements. Down sloping lots, viewed from the rear from a lower elevation, should provide one story elements to the rear to prevent a high profiled wall against the skyline. Any exposed foundation or retaining wall shall be adequately treated in a manner consistent with the architectural character of the home so as not to show exposed masonry block or wall.

**Grading** - The individual lot purchaser or builder will present drawings to the ALCC for review that are creative and sensitive as to the individual footprint, setting on the lot, and natural grade. The builder/architect is encouraged to utilize stepped level and/or raised deck and retaining wall techniques in his/her design to minimize the amount of grading on each lot. This same concept should be carried forth in the design of the hardscape and landscape areas adjacent to the building structure. Every effort should be made to achieve a final design which fits the shape of the lot and the land around it.

All graded slopes shall be contoured and rounded on the top sections, manufactured slopes shall be undulated and the gradient varied, where appropriate, to meet existing contours.

Existing drainage patterns are to be maintained where possible and modified as little as possible. Each individual lot purchaser must be prepared to accept drainage from all upstream lots and pass it through to lots downstream in areas where surface waters are not directed to public streets or natural drainage.

**Garages** - Side entry, motor court, and detached garage arrangements are encouraged to reduce the visual impact of garage doors. Houses designed with four or more bedrooms must have at least a three car garage. All others shall have minimum two car garages.

**Pool and Spas** - Pools, spas, and hot tubs shall be designed so as to minimize the impact to adjacent properties with light or sound. Pool heaters and pumping equipment must be screened from view and sound proofed. Pool fencing should be integral with design of pool or spa areas. Transparent fencing is preferred. Fencing must blend with the residential architecture.

**Form, Mass and Proportions** - The Southwest Pointe architectural theme encourages the use of design interpretations that achieve:

- Simple, bold, roof dominated forms.
- Articulation of wall planes.
- Combinations of one- and two-story stepped massing.
- Unpretentious detailing (not ornate).
- Shadow and depth through the use of recesses and projections.
- Subtle and consistent use of textured surfaces with natural stone and wood materials and earthtone colors.
- A blending of indoor and outdoor living spaces and climate sensitivity through the use of porches, trellises, patios and landscaping.

**Building Materials** - The design elements of a structure shall be compatible with and complimentary to each other and make consistent use of building materials. Exterior treatments shall be consistently detailed around the entire house. Simulated or artificial building materials shall not be approved. False

brick, stone, and plywood siding, for instance, will not be approved. This applies to all structures, landscape, walls, etc. Where more than one wall material is used, they must be architecturally related.

Acceptable exterior materials are wood siding or shingles, stone (natural field stone, cut granite, random field stone or river rock), stucco, and masonry. Stucco shall be of a construction and material composition that eliminates cracking and the use of heavy textures is discouraged. Use of wood shingles may be restricted on some lots by the Nevada Division of Forestry.

Different materials must meet at logical junctions and the change in wall materials should reflect a consistent approach on all facades of the building (wainscoting, wall recesses or projections, pilasters, window bays, etc.). For example, masonry piers or masonry which wraps around structures is permissible whereas one sided "skirt fronting" will not be approved. Wood siding should be carried down to within six inches of the finished ground line to eliminate the need for introducing additional materials at the foundation. Stone should be carried to below ground level to ensure proper appearance.

**Paving Materials** - Flat paved areas may be concrete, stone, exposed aggregate concrete, stamped concrete, stone pavers, brick, or paving blocks. Asphalt paving is acceptable for driveways.

**Colors** - Harmonies of color will be required, and color intensity must be kept low for large surfaces. Exterior building wall colors should be consistent with the architectural character of the structure using earth tones with accents for windows, shutters, and doors. Fascia and corner boards are appropriate. No exterior materials shall have a high gloss or reflective/glare finish, and bright colors are discouraged. Exterior hardscape colors should be complimentary to exterior house colors.

**Roofs** - Hip, gable, and shed roofs are all acceptable forms. Roof slopes should have four feet or more of vertical rise for every twelve feet of horizontal run,

except on porch elements. Combining one- and two-story elements, creating jogs in ridgeline and varying plate heights and ridge heights, are encouraged.

Where horizontal styles are used, long overhangs should be used to protect both windows and walls from sun and rain and to avoid the need for gutters and downspouts. Eave lines should be extended as low as possible and earth berms can be used to reduce the overall height of the exterior.

Slate, approved simulated slate, tile, fire treated wood shake or shingle, and concrete shingles will be allowed. Metal roofs must be approved on a case-by-case basis by the ALCC. All roofing materials must be approved by the Nevada Division of Forestry. Only subtle blends of roof color will be accepted.

**Openings** - The location and proportionality of windows and doors to exterior surfaces will be carefully considered by the ALCC for each elevation of the proposed structure. The style of window and door is required to be consistent on all elevations of the proposed structures. Windows and doors should be grouped to emphasize the horizontal. Gabled windows with pot shelves, bay windows with shutters, and windows to follow roof pitch are consistent with the architectural theme.

Wood, brick, and stone columns, pot shelves, box and bay windows, heavy wood beams, deep overhangs, and porch elements should be used to emphasize and give depth to windows and doors. Wood and wood clad windows, doors, and frames are encouraged. Window and door glazing shall be clear, solar bronze, or gray only and shall be non-reflective.

**Fences and Walls** - The master fencing concept for Southwest Pointe uses split rail to portray a rural theme, to identify boundaries of the community, and to control vehicular traffic at golf course and open space areas. Aside from developer-installed common area fencing, private property line fencing is discouraged. Rather, the emphasis is on homes sensitively placed into the environment where groves of trees and vegetation are emphasized to define private spaces.

Where free-standing screens and fences are necessitated to insure privacy or enclose a pool area, the fence design should: (1) create the sense of and separation of privacy, (2) frame the maximum panoramic view possible, and (3) become an extension of the architecture that creates outdoor spaces and integrates the landscape with the architecture.

Free-standing walls and fences should be integrated into the design of the structure to which they are attached. They should be of identical material and color and appear to be an extension of the wall of the structure. All exposed surfaces should be finished.

Special consideration shall be taken when installing walls so not to obstruct views from adjacent homes. Any privacy walls and fences will be installed by the homeowner or builder and maintained by the homeowner.

**Porches & Balconies** - Porches are consistent with the Southwest Pointe architectural themes and should be used in front and back yards or entries to integrate the outdoors with the indoors. The incorporation of balconies onto or within the building form is encouraged for both practical and aesthetic value. Balconies should be integrated to break up large wall masses, offset floor setbacks, and add human scale to the building.

**Accessory Structures** - Detached garages, outbuildings, patio structures, sun shades, trellises, terraces, and other appurtenant improvements shall be designed with an architectural character which is compatible with that of the main structure on the lot in terms of colors, material, and format. Shade, patio, and garden structures should be constructed of materials of a permanent nature which are the same as those used on the main structure.

**Antennas** - All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired to accommodate cable reception. Satellite "dish" antennas are allowed only if adequately screened and not visible from surrounding areas.

**Meters and Mechanical Equipment** - Meter locations are to be designed into the architecture and screened from view. All air conditioning, heating equipment, etc. must be screened from view and insulated for sound attenuation. Air conditioning units are not permitted on roofs.

**Sheet Metal and Skylights** - All flashing, sheet metal, vent stacks, and pipes must be colored to match the material which they are attached to or project from.

Skylights are to be designed as an integral part of the roof. Skylight glazing shall be clear, solar, bronze, or gray only. Skylight framing material shall be translucent, bronze, anodized, or colored to match adjacent roof material.

**Solar Equipment** - Solar equipment is encouraged but cannot be roof mounted. All solar designs must be ground mounted and screened as approved by the ALCC.

**Service Areas** - Due to the unsightliness and noisiness of mechanical equipment of all kinds, all such items shall be either incorporated into the house design as mechanical rooms and enclosures or shall be contained within a solid walled and gated area designed to match the house in both character and materials. Landscape screens are not acceptable. The minimum height of these enclosures shall be six feet. It is recommended that they be located inside parking courts, as extensions of garages, or integrated into perimeter wall design.

The interior of these service areas shall not be visible. These areas shall contain but not be limited to the storage and location of trash, firewood, maintenance tools, pool equipment, heating and ventilating equipment, irrigation and mechanical equipment, antenna dishes, and ground-mounted solar panels.



**Exterior Lighting** - Homeowners are encouraged to utilize landscape lighting -- to subtly highlight unique architectural features, trees, and focal landscape areas. Lighting levels should also be provided which insure safe passage along walks to building entrys. Lighting of patio and deck areas to provide for nighttime usage is also encouraged.

Landscape lighting should be integrated into the overall design of the site. Downlights can be recessed into arbors and soffits. Ground mounted landscape bollards may also be used. Pole lights and monoliths with lights greater than 48 inches in height are not allowed. Light sources should not be directly visible. Light trespass and glare onto adjacent properties is prohibited. Lighting should highlight special features and use areas rather than a uniform glow across the property.

**Exterior Signs** - Exterior signs other than house numbers are prohibited. During construction or sale, one approved construction/sales sign may be placed in front of each home.

**Energy Conservation** - All residential units shall include site design and building design or construction features and devices which are capable of conserving energy. Measures encouraged in the design of all residential structures are:

- Double glazing
- Size and placement of windows and other major openings shall take into account prevailing breezes during the summer season and protection from stronger winds during the winter season.
- Appropriate design features to deflect sunlight or allow it to enter the residence, depending on seasonal needs.
- Strategically locate and select plant materials in areas adjacent to the residence to reduce temperature buildup and sun penetration during the summer season.

## Landscape Design Guidelines

These landscape design guidelines are intended to enhance the character and quality of the community established by the architectural guidelines. The streetscape planting creates softly landscaped edges to the road through the residential areas. The vegetation has been opened up to allow framed views into the golf course and open space areas.

For the protection and preservation of property values, the CC&Rs empower the ALCC to establish rules and regulations and authorizes them to enforce those rules. The following guidelines have been created to provide owners, architects, designers, and landscapers a reference point from which to develop their individual plans. These guidelines may be amended from time to time, so it is recommended that a current set be obtained prior to commencing design.

### General Guidelines

- All plant materials selected should be suitable for the climate, soil conditions, and theme of the community. (Refer to Table 3-1 which includes a list of recommended plants.)
- Landscape planting palettes should be simple and kept to a limited number of plant materials.
- Plantings should be done in masses or groupings of a single species to avoid complexity.
- Landscape plantings should provide for effective screening of parking areas, utility enclosures, or any visually undesirable element or structure.
- Planting selections should strive to maximize color during all four seasons.
- All landscaped areas must have an automatic irrigation system, preferably designed by a Landscape Architect or irrigation consultant to ensure efficient water usage.
- Group plants with similar water requirements.

## Front Yard Landscaping

- "Gravel gardens" are prohibited.
- All visible areas of yard not hardscaped must be landscaped in some acceptable form.
- Front yards shall be planted with a combination of trees, shrubs, and ground cover or lawn. All lawns shall be sodded.
- At least five trees shall be planted per front yard on 1-acre lots, three trees per front yard on 1/2-acre lots, and 2 trees per front yard on 12,000 square foot lots. Groupings of vertical trees are encouraged.
- Trees in front yards should be planted a minimum of 5 feet away from structures and paved surfaces.
- Front yards are to be irrigated with permanent underground automatic systems.
- The use of moisture sensor devices is encouraged.
- Driveways and walkways can be textured paving, stone, patterned concrete, or asphalt.
- Homeowners are encouraged to use indigenous grasses.

## Side and Rear Yard Landscaping

- Side yard planting is encouraged to create a sense of privacy between adjacent homes.
- Rear yard planting can provide shade and privacy, define outdoor spaces and frame views. Care must be taken, however, in planting trees and tall shrubs so as not to obstruct views from adjacent lots to the golf course and mountains. Final placement of all rear yard trees is subject to approval by the ALCC.

**Boulders** - The use of native rock clusters and terraces is encouraged. Planting between the rocks and careful rock placement can result in a very natural aesthetic effect. Rocks should be firmly placed and look permanent rather than in a precarious position. Some general rules for rock placement are:

- Use indigenous stone.
- Use large rocks and boulders rather than “head size” stones. Smaller stones improperly placed can result in a “rubble pile” look.
- Set the rock 30 percent into the ground plane, this will make the rock appear more settled and natural.
- When stacking rock, place larger rocks on the bottom - to work against gravity is very unsettling visually.
- Group rocks - rocks in clusters of varying sizes will appear more natural than stones spotted around without a relationship to each other.
- Plant in and around the rock clusters, this will help soften the edges of the “pile”.

Table 3-1  
RECOMMENDED PLANTS

Special Uses

Common Name	Botanical Name	Fire Retardant	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
<b>Deciduous Shrubs</b>							
Cinquefoil	Potentilla fruticosa						
Alpine Current	Ribes alpinum				√		Berries attract birds
Golden Current	Ribes aureum			√	√		Berries attract birds
Siberian Peashrub	Caragana arborescens			√	√		
Redosier Dogwood	Cornus stolonifera				√		Streambank revegetation
Staghorn Sumac	Rhus typhina				√		Good bank cover
Odessa Tamarix	Tamarix odessa			√	√		Spring flowers
Snowberry	Symphoricarpos albus			√	√	√	
Amur Maple (tough)	Acer ginnala						Good fall color
Buffaloberry	Shepherdia argentea			√	√		
Memorial Rose	Rosa wichuraiana					√	Good bank cover
Smoke Tree	Cotinus coggygia		√	√			Interesting flowers
Tartarian Honeysuckle	Lonicera tatarica			√	√		
Western Chokecherry	Prunus virginiana var. demissa						Berries attract birds
Western Sand Cherry	Prunus besseyi			√	√		Berries attract birds
Sweet Mockorange	Philadelphus coronarius						Fragrant
Nanking Cherry	Prunus tomentosa			√	√		
Smooth Sumac	Rhus glabra			√	√		Good bank cover
Squawbush Sumac	Rhus trilobata			√			
Mentor Barberry	Berberis x mentorensis						
Peking Cotoneaster	Cotoneaster acutifolius						

Table 3-1 (Cont.)  
RECOMMENDED PLANTS

Special Uses

Common Name	Botanical Name	Fire Retardant	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
<b>Evergreen Shrubs</b>							
Big Sagebrush	<i>Artemisia tridentata</i>		√	√	√		Sierra native
Bitterbrush	<i>Pershia tridentata</i>			√	√		Sierra native
Fourwing Saltbrush	<i>Atriplex canescens</i>	√	√	√	√		Sierra native
Greenleaf Manzanita	<i>Arctostaphylos patula</i>			√	√		Sierra native
Scotch Broom	<i>Cytisus scoparius</i>		√	√			
Mountain Mahogany	<i>Cercocarpus ledifolius</i>			√	√		For dry sites
Chinese Juniper	<i>Juniperus chinensis</i>		√	√			
Horizontal Juniper	<i>Juniperus horizontalis</i>		√	√	√		
Oregon Grapeholly	<i>Mahonia aquifolium</i>		√				Medicinal berries
Mugo Pine	<i>Pinus mugo</i>		√				
<b>Deciduous Trees</b>							
Amur Maple	<i>Acer ginnala</i>			√			Good fall color
Black Locust	<i>Robinia pseudoacacia</i>			√			Showy flowers
Amur Chokecherry	<i>Prunus maackii</i>						
European White Poplar	<i>Populus alba</i>						Very fast growth
Golden Willow	<i>Salix alba vitellina</i>						
Aspen	<i>Populus tremuloides</i>						Sierra native
Hackberry	<i>Celtis occidentalis</i>			√			Good shade tree
Idaho Locust	<i>Robinia ambigua 'Idahoensis'</i>			√			Showy flowers
Goldenrain Tree	<i>Koelreuteria paniculata</i>			√			Laterns interesting
Russian Olive	<i>Elaeagnus angustifolia</i>			√			Grey green foliage
Western Catalpa	<i>Catalpa speciosa</i>						
White Oak	<i>Quercus alba</i>						Large shade tree

Table 3-1 (Cont.)  
RECOMMENDED PLANTS

Special Uses

Common Name	Botanical Name	Fire Retardant	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
Bur Oak	<i>Quercus macrocarpa</i>						
Black Locust	<i>Robinia pseudoacacia</i>			√			
Blue Ash	<i>Fraxinus quadrangulata</i>		√	√			
Columnar English Oak	<i>Quercus robur</i> 'Columnaris'						Dark green leaves
<b>Evergreen Trees</b>							
Jeffrey Pine	<i>Pinus jeffreyi</i>		√	√			Sierra native
Ponderosa Pine	<i>Pinus ponderosa</i>		√	√			
Lodgepole Pine	<i>Pinus contorta</i>		√	√			
Rocky Mountain Juniper	<i>Juniperus scopulorum</i>		√	√			Interesting berries
Arizona Cypress	<i>Cupressus arizonica</i>		√	√			
Austrian Black Pine	<i>Pinus nigra</i>						Fast growth
Piñon Pine	<i>Pinus edulis</i>		√	√			
Rocky Mountain Junipers	<i>Juniperus scopulorum</i>		√	√			
Scotch Pine	<i>Pinus sylvestris</i>		√	√			
Singleleaf Piñon Pine	<i>Pinus monophylla</i>		√	√			Nevada state tree
White Fir	<i>Abies concolor</i>		√				Sierra native
Incense Cedar	<i>Calocedrus decurrens</i>		√				Sierra native
Colorado Blue Spruce	<i>Picea pungens glauca</i>		√				Blue color
<b>Ground Covers</b>							
Bearberry	<i>Arctostaphylos uva-ursi</i>	√	√	√	√	√	Makes a green carpet
Lavendar Cotton	<i>Santolina chamaecyparissus</i>		√	√			Showy flowers
Winter Creeper	<i>Euonymus fortunei</i>	√					
Snow in Summer	<i>Cerastium tomentosum</i>		√	√		√	Invasive
Periwinkle	<i>Vinca major</i>					√	Invasive
Brooms	<i>Genista spp.</i>		√	√		√	

Table 3-1 (Cont.)  
RECOMMENDED PLANTS

Special Uses

Common Name	Botanical Name	Fire Retardant	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
Hall's Japanese Honeysuckle	<i>Lonicera japonica</i> 'Halliana'					√	Fragrant flowers
Potentilla	<i>Potentilla verna</i>						
Virginia Creeper	<i>Parthenocissus quinquefolia</i>					√	Good fall color invasive
Wolly Yarrow	<i>Achillea tomentosa</i>			√			
<b>Grasses and Erosion Control</b>							
Fairway Crested Wheatgrass	<i>Agropyron cristatum</i>					√	
Siberian Wheatgrass	<i>Agropyron sibericum</i>					√	
Western Wheatgrass	<i>Agropyron smithii</i>					√	
Thickspike Wheatgrass	<i>Agropyron dasystachyum</i>					√	
'Covar' Sheep Fescue	<i>Festuca ovina</i> 'Covar'					√	
Tall Wheatgrass	<i>Agropyron elongatum</i>					√	
Indian Ricegrass	<i>Aryzopsis hymenoides</i>					√	
Sand Dropseed	<i>Sporobolus cryptandrus</i>					√	
Alkali Sacaton	<i>Sporobolus airoides</i>					√	



## IV. ENVIRONMENTAL FEATURES

### Topography

Elevations on the 3,272-acre site range from 5,900 feet near the southwest corner of the property to 4,950 at the eastern edge of the site. There are several natural drainages crossing the property, with the most prominent being Thomas and Dry Creeks.

As shown on the slope analysis in Figure 4-1, the steepest slopes are located at the northwest end of the property. In this area, the slopes generally exceed 15 percent, and therefore, this area is shown as permanent open space. The only disturbance contemplated is an extension of the trail system. Slopes in excess of 15 percent are found in sporadic locations along Thomas Creek, and, again, no development is proposed.

Throughout the majority of the site, the property is characterized by gently and moderately sloping terrain with slopes ranging between 5 to 15 percent. The development is concentrated in this area because it represents the best slope development conditions. However, it should be noted that a considerable amount of this area has also been left as permanent open space.

### Geology and Soils

Harding Lawson Associates conducted a geotechnical investigation (soil and fault investigation) within Phase I of Southwest Pointe. The following summarizes the major items of importance from their report, which is included in its entirety in Appendix D.

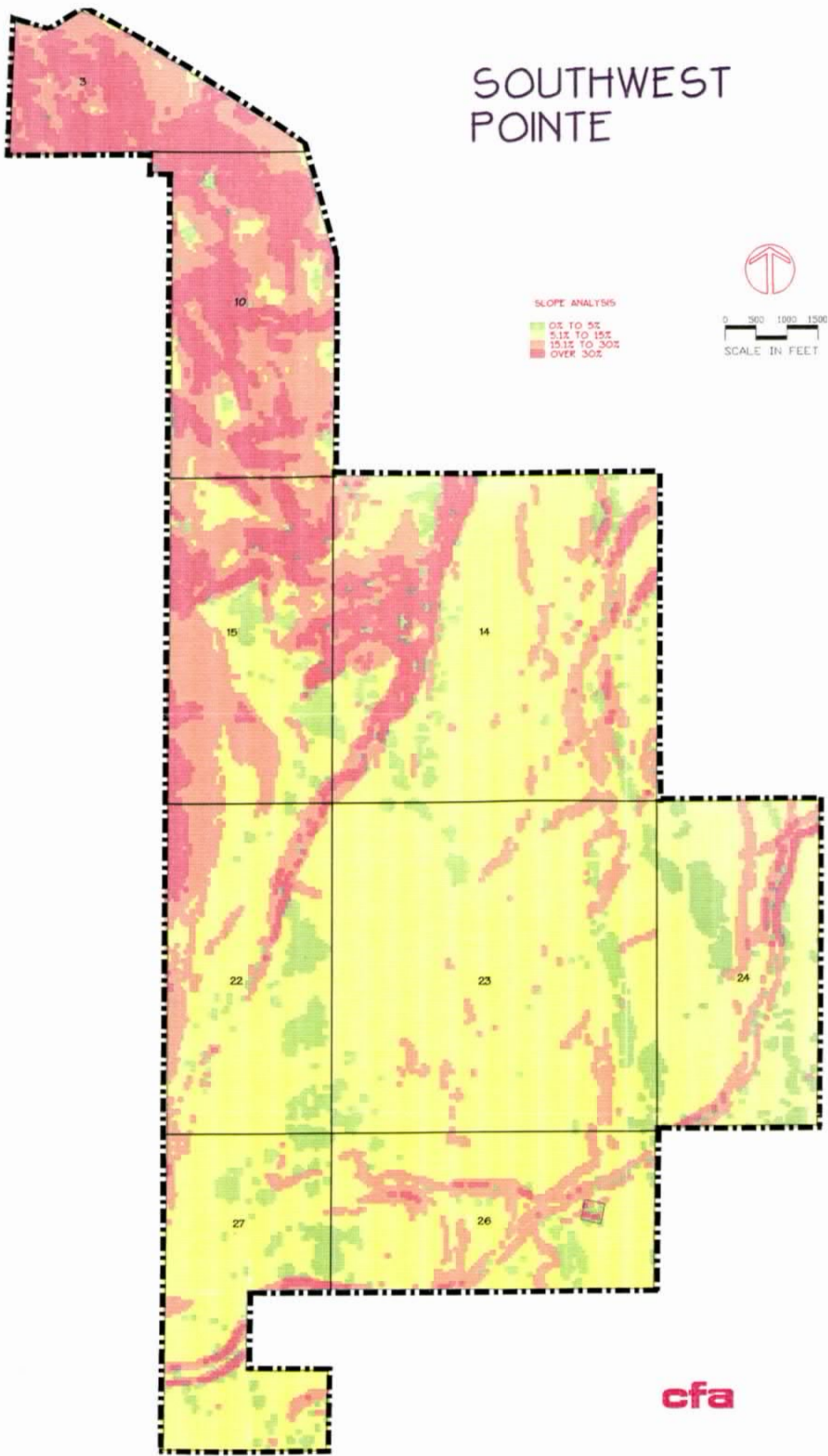
- Eleven faults were located and dated as Holocene age. (Refer to Plate 1 of Appendix D for locations and Table 3 of Appendix D for the required setback distance for residential homes and structures from each fault.) Figure 4-2 shows the fault information available from both Harding Lawson and the Bureau of Mines and Geology. Holocene-age faults in Phase I were

# SOUTHWEST POINTE



### SLOPE ANALYSIS






- 0% TO 5%
- 5.1% TO 15%
- 15.1% TO 30%
- OVER 30%





**Legend**

**Geologic Hazards**

-  Holocene Faults Determined By Harding-Lawson Assoc.
-  Pleistocene Faults determined By Harding-Lawson Assoc. (Dotted Where Contact)
-  Holocene Faults Determined By Bureau of Mines and Geology
-  Early to Mid-Pleistocene Faults Determined By Bureau of Mines and Geology
-  Outline of Project Site

**Southwest Pointe**



Scale : 1" = 2000'

4-3 **Geologic Hazards**  
Figure 4-2

- a major consideration in laying out the tentative map. The location of all Holocene-age faults has been surveyed, and the tentative map places all such faults in the golf course, roads, or common areas.
- Foundations for residential buildings should be bottomed on native, undisturbed dense to very dense granular soils or engineered fill compacted to at least 90 percent relative compaction (ASTM D 1557-85). Footings should not be bottomed on a combination of native and engineered fill soils due to differential settlement concerns. Maximum allowable soil bearing pressure for footings placed, as described above, is 2000 pounds per square foot.
- Numerous cobbles and boulders (diameter  $\leq$  4 feet) are scattered at the surface across the site.
- Partially cemented to cemented, medium dense to very dense poorly graded sand with silt, gravel, cobbles, and boulders (diameter  $\leq$  3 feet) were encountered throughout the site at depths ranging from one foot to the depth explored in each test pit (maximum 7 feet). The percentage of gravel, cobbles, and boulders (by volume) at each test pit varied but was as high as 40 to 50 percent gravel, 30 to 40 percent cobbles (diameter 3" to 12"), and 5 to 10 percent boulders (diameter 12" to 3'). The partially cemented to cemented sand was very difficult to excavate with a Case 580K backhoe which encountered refusal at several test pit locations. Harding Lawson recommends that contractors pothole various locations on site to determine the suitable heavy equipment necessary to excavate.
- Preliminary pavement structural section thicknesses are as follows: Local streets - 3" asphalt concrete (A.C.) over 6.5" Type 2, Class B aggregate base; Two lane collector - 4.0" A.C., over 7.5" Type 2, Class B aggregate base.
- Native, desiccated, moderately to highly expansive fat clay soils were encountered at various test pit locations throughout the site to depths of approximately 3 feet (maximum). The fat clay soils should be removed

from beneath proposed footings, pavement areas, and concrete slabs (i.e., house, garage, driveway, sidewalk, patio).

### Vegetation

This east-side Sierra site is at an average elevation of approximately 5,400 feet and is characterized by upland, sagebrush vegetation. The site is covered with moderate to dense stands of bitterbrush and sagebrush and thinly scattered field grass and alfalfa. There is some riparian vegetation, primarily willows and cottonwoods, along Thomas Creek.

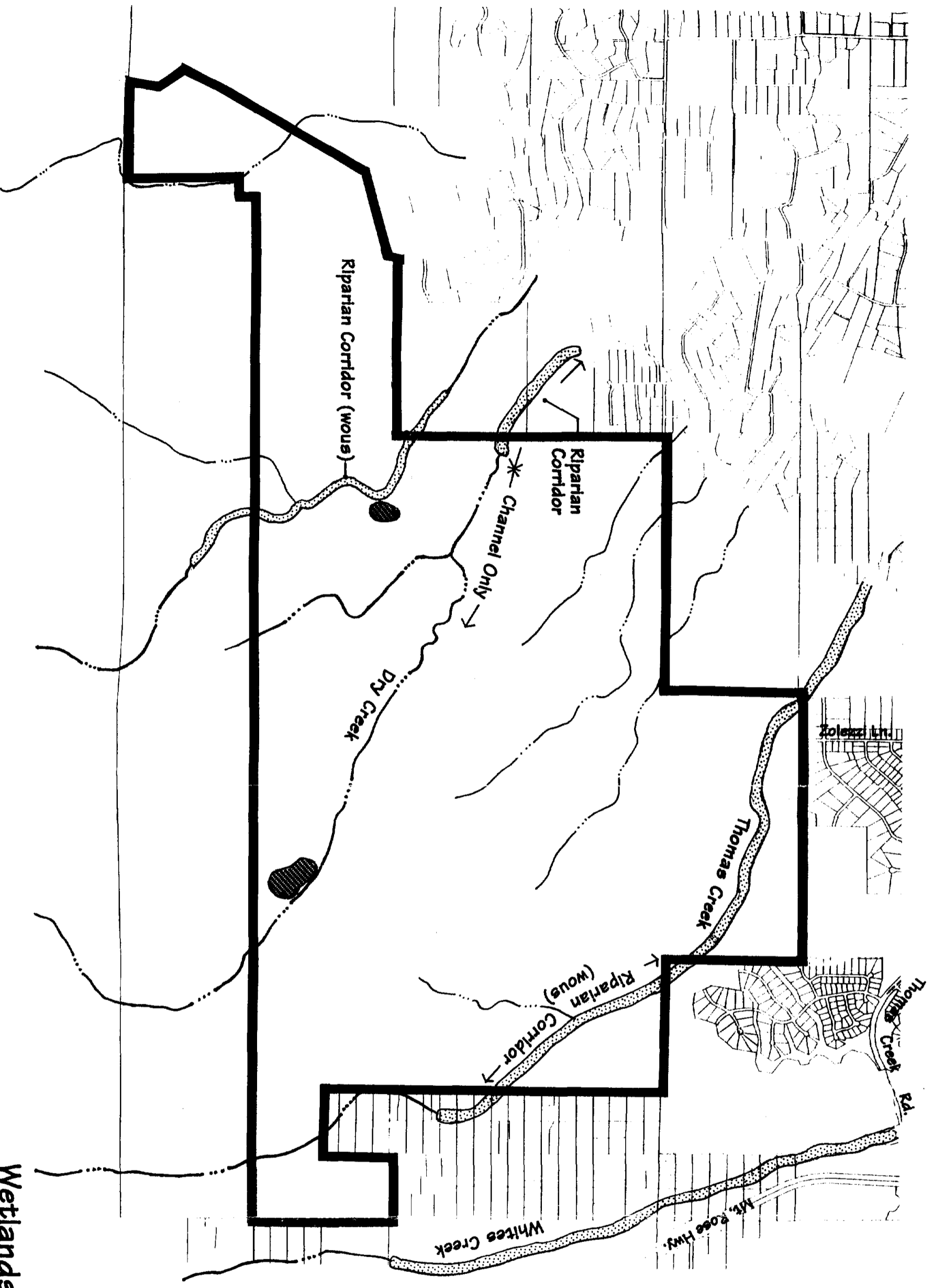
### Wetlands

A preliminary wetland assessment of this property was prepared by Huffman and Associates in July 1991. (This assessment is presented in Appendix E.) In general, three types of waters/wetlands were observed -- stream channels without adjacent wetlands, stream channels bordered by riparian wetlands, and spring seep wetlands. (Refer to Figure 4-3.) The Waters of the United States (WOUS) are subject to the regulatory authority of the Corps of Engineers pursuant to Section 404 of the Clean Water Act.


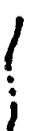



### Hydrology and Drainage

Thomas and Dry Creeks cross the property. The FEMA Flood Insurance Rate Maps for the area (Panel 1444, April 16, 1990, and Panel 1500, August 1, 1984) show localized flooding along the creeks. (Refer to Figure 4-3.) As shown on the concept plan and tentative map, Thomas Creek will be undisturbed. Dry Creek will also remain largely undisturbed; however, it will be incorporated into the design of the golf course and, in subsequent tentative maps, it will be crossed by one or more roads to gain access to the west side of the creek.

The site drains generally toward the northeast and lies within the Thomas Creek and Dry Creek watersheds. Thomas Creek flows through the southeast



**Legend**  
**Wetlands and Drainageways**

-  Zone A - Limits of 100 Year Flood
-  Stream
-  Natural Drainageway
-  2 Ac. Spring With Wet Meadow (wous)
-  (wous) - Water of United States

**Southwest Pointe**



Scale : 1"=2000'

**Wetlands and Drainageways**  
Figure 4-3



part of the site. About half the site drains directly to Thomas Creek; the remainder drains to a natural channel tributary to Dry Creek, which lies north of the site. (For further information, refer to the Preliminary Hydrology Report in Appendix F.)

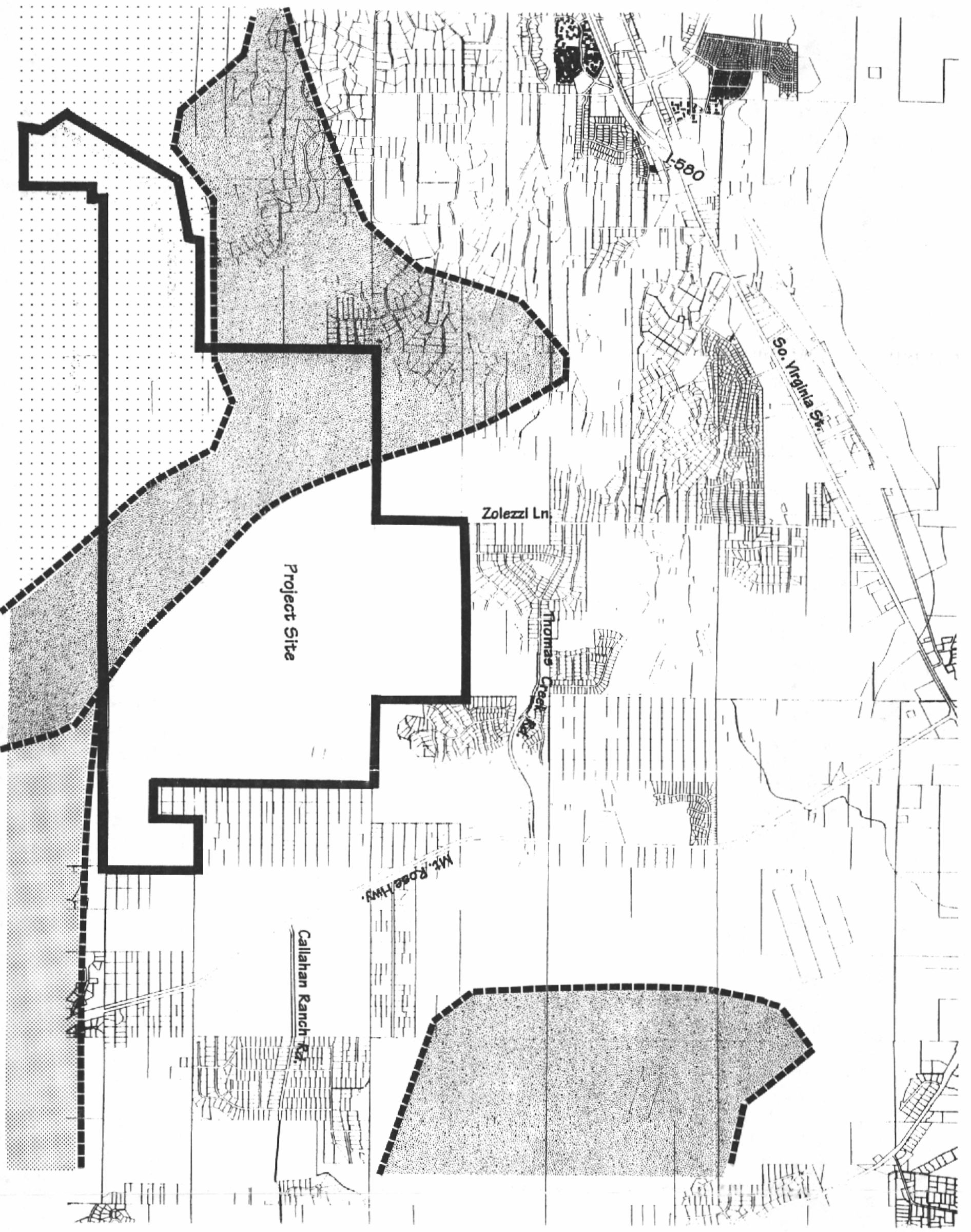
The objectives of the proposed drainage system and storm water management plan are to intercept the runoff from the 10-year storm, to detain the increase in 10-year runoff due to the development, and to pass the 100-year runoff occurring in Thomas Creek and the natural drainageways.

The proposed storm drain system will consist of underground reinforced concrete pipes sized for the 10-year storm and surface channels sized for the 100-year storm. Detention will be provided by several ponds generally located in open space or golf course areas. For the purposes of this preliminary drainage study, the Graphical Peak Discharge module and the Detention Storage Estimate module, Haestad Methods Quick TR-55, were used to estimate peak on-site runoff and detention storage volume requirements.




Thomas Creek will be crossed in two locations: Zolezzi Lane and Whites Creek Lane. Both crossings will be precast Con/Span bridges or similar. Recent studies (1990) for Thomas Creek have estimated the 100-year discharge in the project area at 2500-2600 cubic feet per second.

### Wildlife

Portions of the project site are located in the winter range of the Loyalton-Truckee deer herd. (Refer to Figure 4-4.) The herd summers largely at higher elevations and winters in the lower reaches of the Sierra Nevada. Some residential and golf course development is proposed within the winter range; however, there is also a significant amount of acreage within the winter range that will be left as open space. Some key mule deer winter range habitat has also been identified at the northwest end of Southwest Pointe. For the most part, this area is proposed to be left as open space.



**Legend**  
Mule Deer Habitat

-  Winter Range
-  Summer Range
-  Key Habitat

**Southwest  
Pointe**



Scale : 1"=3000'

**Mule Deer Habitat**

Figure 4-4



Southwest Pointe is one of a number of projects that have been developed or are planned within the range of the deer herd. The combined effect of these projects, together with natural and man-induced factors, has had an impact on the herd. According to Craig Mortimore, Biologist with the Nevada Department of Wildlife, since the habitat maps were prepared about 10 years ago, the deer range has shrunk considerably.

To reduce the impacts of development on the deer herd, the following mitigation measures are proposed:

1. Leave dedicated open space around the developed area and provide open areas within the development in conjunction with the golf course. (This measure has already been incorporated into the concept plan and tentative map.)
2. Regulate recreational use of the open space. (The only recreational use currently proposed in the open space is an extension of the regional trail system.)
3. Limit fencing. (This topic is addressed in the Design Guidelines and could be addressed in the CC&Rs.)
4. Prohibit dogs from running loose. (This measure could be addressed in the CC&Rs.)

### Visual Analysis

Southwest Pointe consists primarily of homes and golf courses. All of the homes will have prime distant valley, mountain, or city views because this property occupies a strategic location in the Southwest Truckee Meadows. The elevation of the property ranges from 5,900 feet near the southwest corner to 4,950 at the eastern edge. Therefore, this site is above most surrounding development and the views are panoramic.

**On-Site Views** - Three major visual features characterize Southwest Pointe:

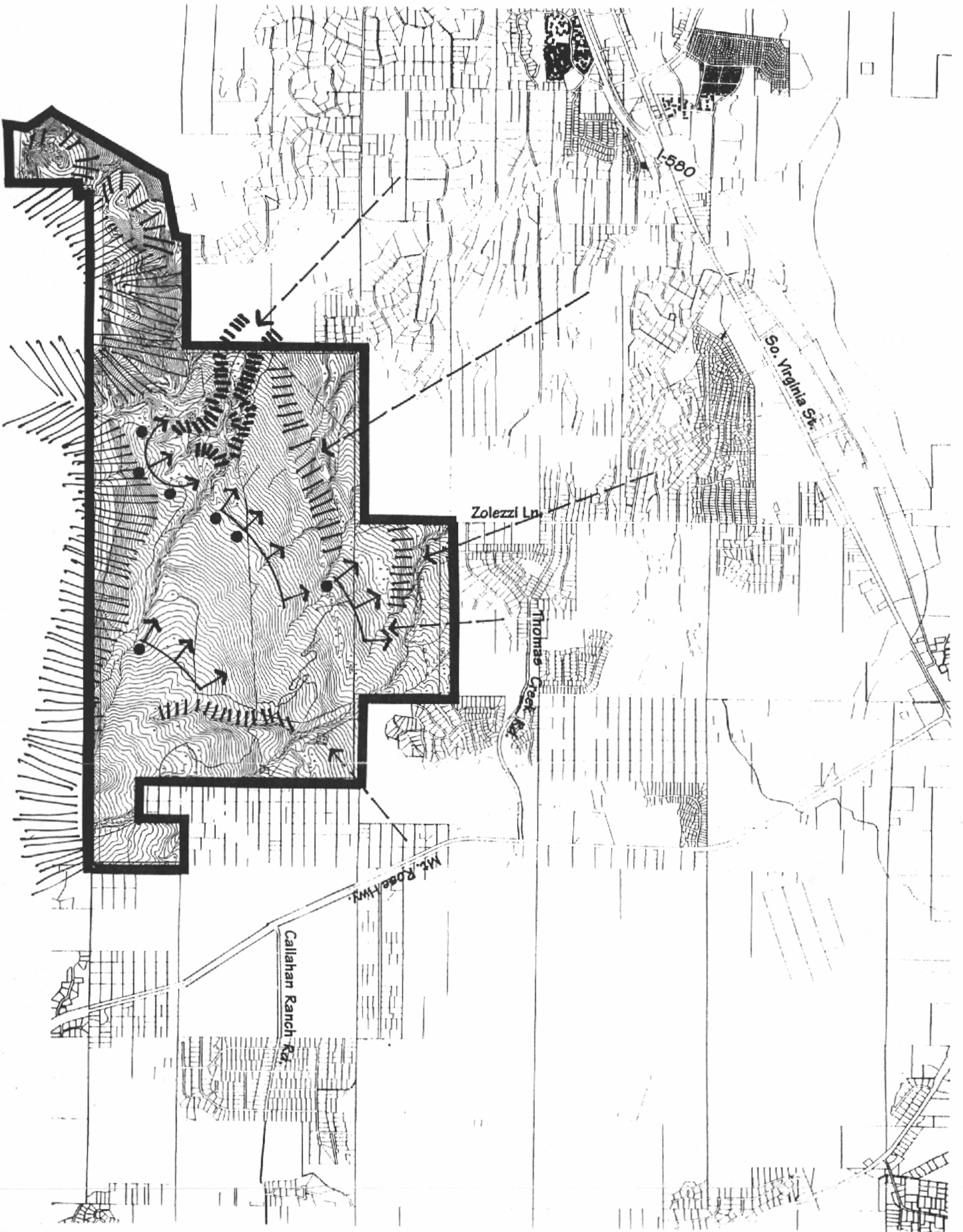
1. The dominant western mountain edge,
2. The northeastward sloping sagebrush plateaus, and
3. The creek corridors of Dry and Thomas Creeks.

The entire western side of the property is bordered by steeply sloping, pine covered mountain edges. (Refer to Figure 4-5.) This visual element also defines the western boundary of the Truckee Meadows. All on-site views to the west are into this mountain terrain.


A majority of the property is comprised of gently sloping plateaus that proceed from the base of the mountain slopes in a north and west direction. Covered with sagebrush and with an average 8 percent slope, these are the primary development areas of the site. Because of the northwest sloping character of these plateaus, views to downtown Reno and the Southeast Truckee Meadows are dominant from most of the property. Closer to the eastern boundaries of the property, views of the surrounding residential development begin to compete with the longer city views.


As Dry and Thomas Creeks pass through the property, they create a variety of visual features and interest. Increased vegetation and some tree clusters occur along the creek edges. The northern reaches of Dry Creek and the northeastern portion of Thomas Creek form deep ravines which can only be viewed from their immediate edges. From most areas of the plateaus, the creek corridors are not visible.


**Off-Site Views** - Due to the property's large size, western mountain edge, and high elevation, it is highly visible from the northeast. Moving southward along I-580 or U.S. 395, the mountain backdrop and sloping plateaus are visible. South of the intersection of Zolezzi Lane and U.S. 395, the site is marginally visible traveling in a southerly direction. Northbound on U.S. 395, the property is not a significant part of the view corridor. Instead, visual orientation is dominated by views of the city.





**Legend**

 Steep / Mountain Backdrop

 Moderate Visual Barrier

 Major Visual Feature

 Views Toward Site

 Views From Site

 Key City Views

**Southwest Pointe**



Scale : 1"=3000'

Figure 4-5

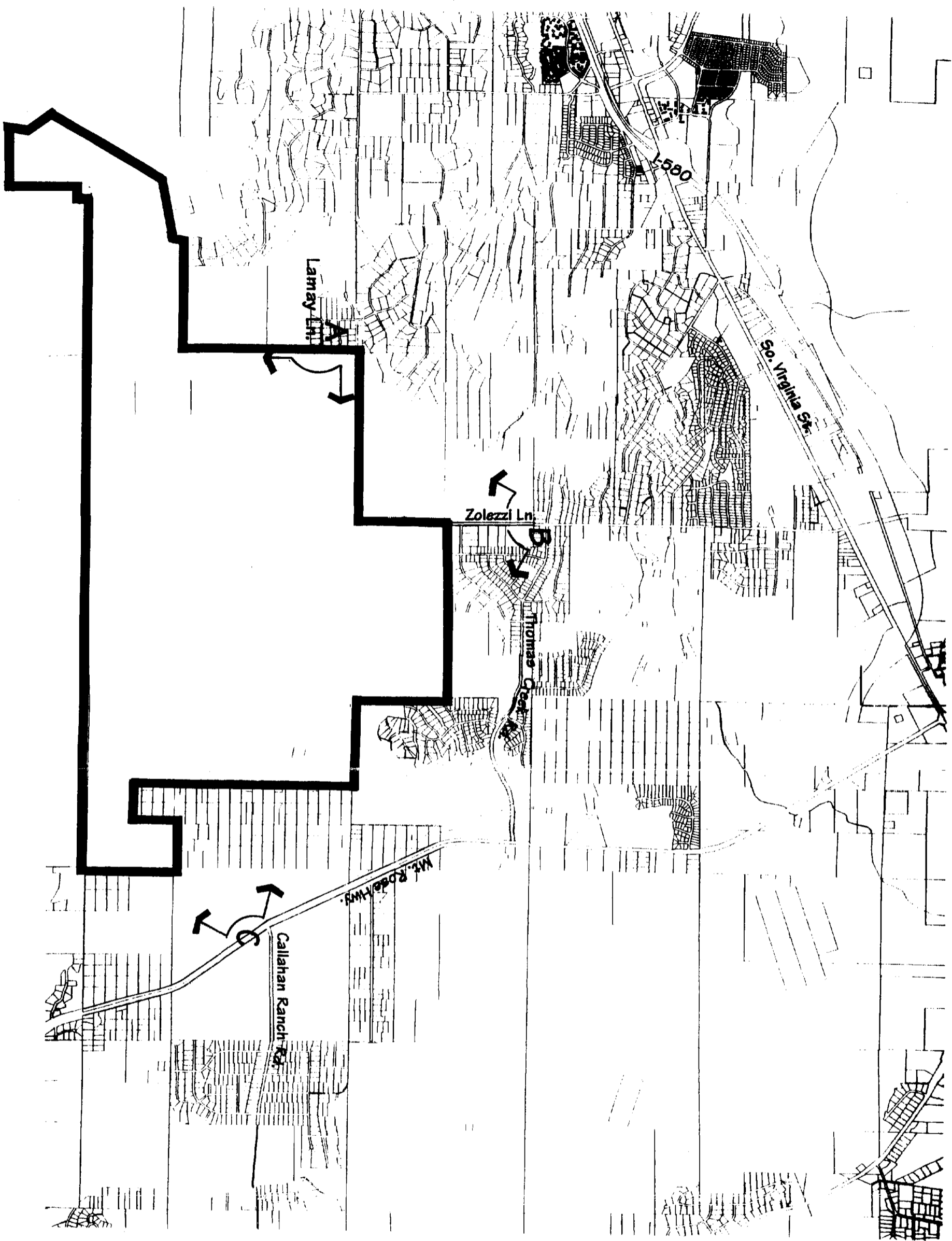
**Visual Analysis**

Viewing the property from I-580, the dominant feature below the mountain slopes is the steep sides and greener vegetation of the northern reaches of Dry Creek. Some areas of the upper plateaus are blocked from view by the more steeply sloping terrain running diagonally along the northeastern corner of the property.

Views into the site from surrounding areas are dominated by the mountain backdrop. Many of the plateaus are blocked from view by the steeper changes in topography and minor ridgelines that occur on the upper reaches of Thomas Creek in the southern portions of the site, on the eastern edge at the end of Zolezzi Lane, and in the northeast corner of the property.

For a common open space development, the Department of Development Review requires an analysis of off-site views. After discussions with Mr. Bob Katai, Senior Planner, it was determined that three off-site views would be examined. The location and orientation of the views is shown in Figure 4-6.

- **South from Lamay Lane** - The photographs shown in Figure 4-7 are taken from the end of Lamay Lane, which is located at the northeast corner of the property. As shown in the view with the proposed project, the development is in the distance. There is a large open space buffer between the existing development and Southwest Pointe. The nearest golf hole and residence is 2,200 feet away, for a distance of nearly 1/2 mile.
- **West from Zolezzi Lane** - These photographs were taken from the end of Zolezzi Lane at the Reno Christian Fellowship. (Refer to Figure 4-8.) In the foreground is Thomas Creek Estates and the TMS property. The property line of Southwest Pointe is actually 1/4 mile west of the end of Zolezzi Lane. The developed area is another 600 feet from the property line. Therefore, from Zolezzi Lane the view would be of the golf course with the residences in the background.
- **North from Mt. Rose Highway** - The photographs in Figure 4-9 were taken near Callahan Ranch Road. The before and after view is unchanged because Southwest Pointe is not visible from this location. There is a bluff between the Mt. Rose Highway and Southwest Pointe. The homes shown in



**Legend**

Photo Panorama  
Location

**Southwest  
Pointe**



Scale : 1"=3000'

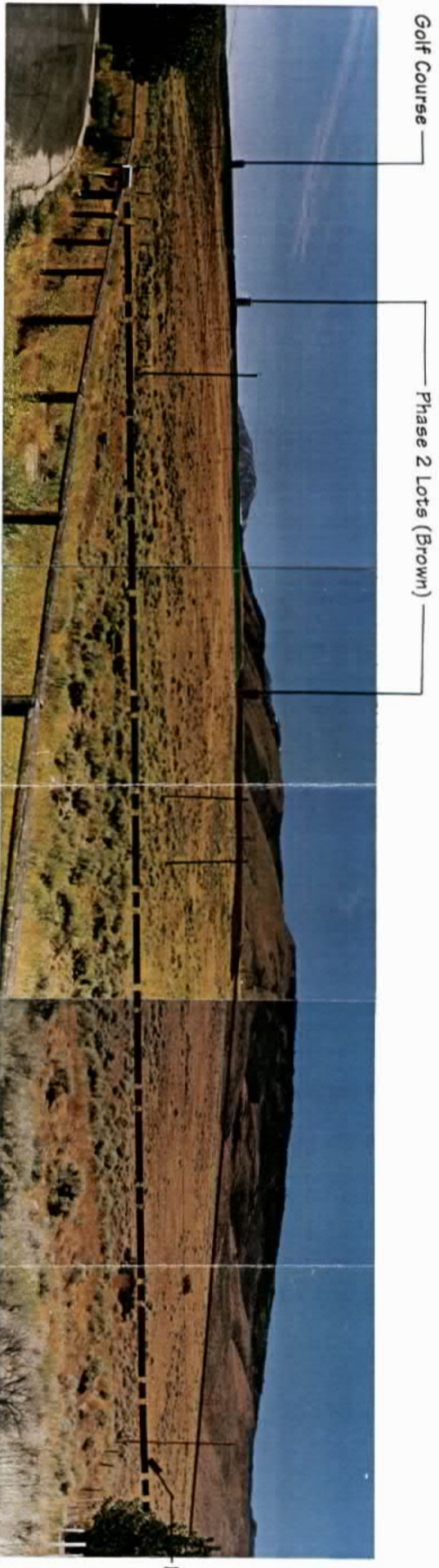
Figure 4-6

**Photo Reference Map**  
4-13





A View At Lamay Ln. - Existing



Golf Course

Phase 2 Lots (Brown)

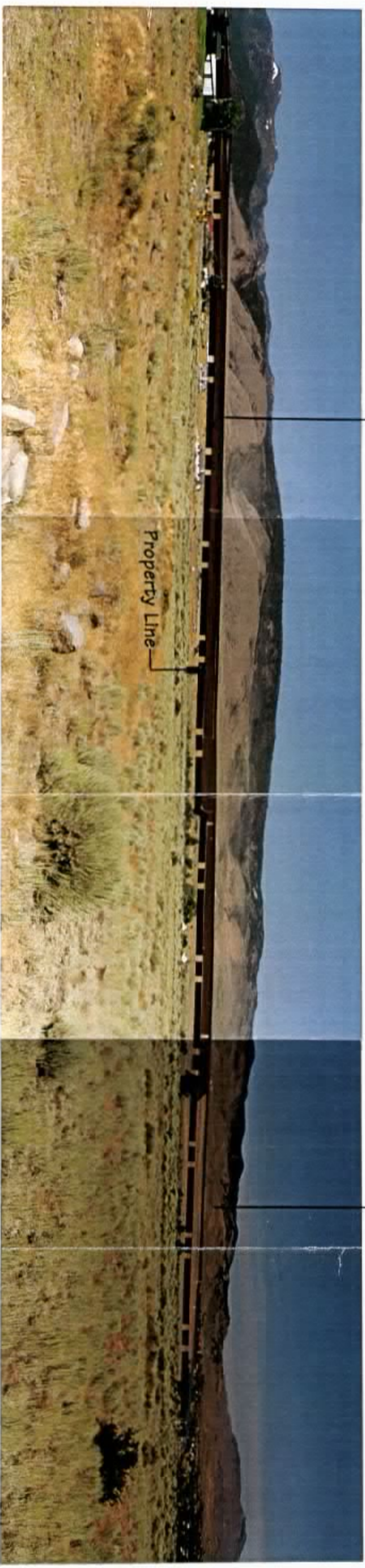
Property Line

A View At Lamay Ln. - With Proposed Project





B View At Zolezzi Ln. - Existing

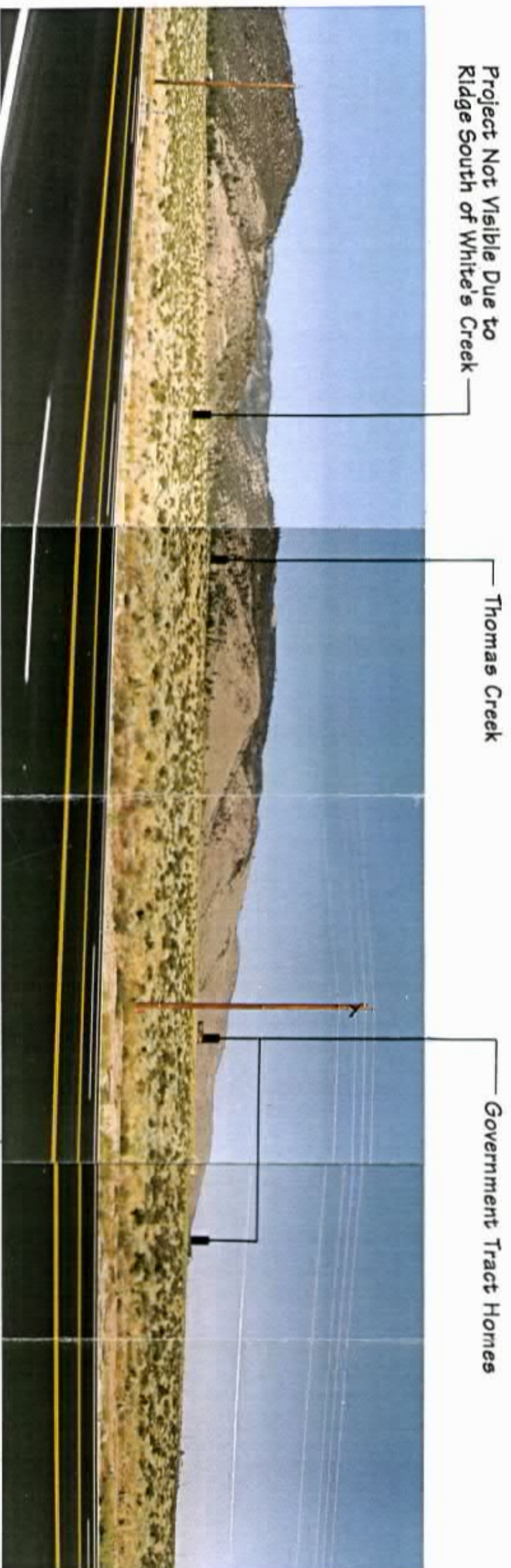


B View At Zolezzi Ln. - With Proposed Project





C View Along Mt. Rose Hwy. At Callahan Ranch Rd. - Existing



C View Along Mt. Rose Hwy. At Callahan Ranch Rd. - With Proposed Project



the distance are on the government tracts, and, as shown in the photographs, only a few of the several homes on the government tracts are visible from Mt. Rose. The closest developed area in Southwest Pointe is another 1,500 feet north of the government tracts

Impacts of Development Plan - Distant views to the property from I-580 and U.S. 395 will continue to be dominated by the mountain backdrop, the Dry Creek corridor, and the natural open space buffer along the northeastern portion of the site. Low density residential development and golf fairways will be visible on the upper portions of the plateaus.

Development areas have been limited to the plateau portions of the site and held back from surrounding uses and property boundaries. Surrounding residential areas will, first, view large natural open space buffers on the south, east, and north sides of the property. In most cases, the next view sequence will be of golf course fairways followed by residential development. One acre and larger lots are planned on the outside edges of the developed areas with 1/2 acre and 12,000 square foot lots nestled between golf fairways.

To minimize any potential impacts on adjacent land uses, the following restrictions could be added into either the Design Guidelines or CC&Rs.

1. Exterior lighting shall adhere to the following standards:
  - a. Lighting levels shall be no more than absolutely required to perform the task for which it is intended (e.g., safety, aesthetics).
  - b. In most locations, fixtures shall be limited to cut-off types that direct illumination downward.
2. Exterior colors should harmonize with the site. On exterior walls, the predominant tone should tend toward earthy hues. Accent colors may be used to enliven the buildings.
3. Roofing materials shall be non-reflective and the color shall tend toward earthy hues.

## V. INFRASTRUCTURE/SERVICES

### Water Service

The property is outside the boundary of the South Truckee Meadows General Improvement District/Special Assessment District #18. Staff at the Washoe County Utility Division has recommended that this property be developed outside the district; however, all of the facilities will eventually be dedicated to Washoe County. The developer of Southwest Pointe will be constructing a new water system since there are no existing facilities to accommodate this project. The Southwest Pointe water system will connect to the existing system. Washoe County has drilled several exploratory wells on the property. The developers of Southwest Pointe intend to use these wells as the main production wells for the project.

The staff at the Washoe County Utility Division have identified the elevations at which water storage tanks should be located to obtain the proper pressure. To serve Phase I, Phase II, and a portion of Phase III, a tank would be located at an elevation of 5,710 feet. (This location is 138 feet higher than the elevation identified by the Utility Division. The tank was moved to a slightly higher elevation to serve all of Phase I.) To serve the remainder of Phase III, a smaller tank would be constructed at an elevation of 5,848 feet. (The tank sites are shown on the concept plan.) Both tanks would have a height of 24 feet. The total water storage requirement is between 1.2 and 1.4 million gallons (i.e., 926,500 gallons residential storage, 240,000 gallons commercial storage, and 120,000 gallons per tank residential fire storage). The lower tank would have a storage requirement of 975,000 to 1.2 million gallons and either one or two tanks would be constructed to satisfy this requirement. The upper tank would have a capacity of 200,000 gallons. The tanks have been located in a ravine to screen them from view. If additional screening is necessary, landscaping could be installed to the satisfaction of the Department of Development Review.

The anticipated water rights dedication for the residential portion of the project is 1,221 acre feet (i.e., 1,090 units x 1.12 acre feet/unit). The developer is

exploring several different sources for the acquisition of water rights available for use on the project. Water rights are available and will be purchased and dedicated to Washoe County in amounts sufficient to serve the project.

Water usage for the golf courses is estimated to be approximately 375 acre feet per course (based on water usage at the Genoa Lakes Golf Course which is owned by Dingman Investments). To serve the two proposed golf courses in Southwest Pointe, as well as the other courses planned in the vicinity, Washoe County proposes to reuse treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. (Refer to the letter from the Washoe County Utility Division in Appendix B.) Since water is such a critical resource, the county encourages the beneficial reuse of treated wastewater, particularly for uses that will enhance groundwater recharge within the service area. According to the 1991 Effluent Management Plan, all treated wastewater is currently discharged onto the county's CDB land application site, which is the only permitted discharge site for the treatment plant. However, once flow surpasses the CDB reuse capacity, other reuse sites will need to be considered and additional treatment may be necessary.

The county has been approached by several developers in the South Truckee Meadows who are interested in purchasing the treated effluent for golf course irrigation. According to the Effluent Management Plan, golf course irrigation represents the largest potential reuse opportunity in the South Truckee Meadows. The effluent will be available on a first-come, first-served basis and is dependent on availability. To construct the necessary improvements, it may be possible to create a special assessment district among the participating land owners.

Sufficient effluent will not be available for several years, and it is anticipated that there will be a gradual conversion from groundwater irrigation to irrigation using treated effluent. In anticipation of this conversion, the developers of Southwest Pointe are considering installing the necessary on-site infrastructure as part of the initial construction.

## Sewer Service

Southwest Pointe will be served by the South Truckee Meadows Wastewater Treatment Plant. According to staff at the Washoe County Utility Division, capacity will be available. The plant currently has a capacity of 0.75 million gallons per day (mgd); however, the ultimate capacity is planned to be 6.0 mgd. Based on the number of existing and approved dwelling units within the service area, the current capacity has been allocated. This allocation exists only on paper and would be a problem only if all of the currently approved homes were constructed immediately. According to the county staff, the plant has been designed for expansion, and capacity will be available for this project.

There is a possibility that the developers of Southwest Pointe will have an opportunity to acquire sewer hook-ups that were previously allocated to the Galena Resort project. These hook-ups have already been accounted for in the current capacity of the plant.

Existing sewer service is only a short distance from Southwest Pointe. A 10-inch line has been extended to Saddlehorn and another 10-inch line serves Fieldcreek Ranch. Because of the topography and site plan, it is probable that Southwest Pointe will be sewered along Zolezzi Lane to the existing line in Fieldcreek Ranch.

## Schools

Children in Southwest Pointe will attend Galena High School, Pine Middle School, and the new elementary school in the Southwest. According to Roger Means, the Director for School Planning and Government Relations with the Washoe County School District, ground breaking on a new elementary school will occur in September 1994, and the school is scheduled to open in September 1995. (A bond issue was approved in Fall 1992 for the construction of new schools and renovation of existing schools, and money has been set aside to construct a new elementary school in the Southwest Truckee Meadows.) The scheduled opening coincides with the occupancy of the first residential units in Southwest Pointe. Should any residential units be occupied before that date,

the children would attend either Elizabeth Lenz or Brown Elementary Schools. The concept plan identifies a 10-acre elementary school site and a 25-acre middle school site on Whites Creek Lane near the south entrance of Southwest Pointe. These sites have been discussed with Roger Means, and the School District has expressed interest in acquiring this property. The developers of Southwest Pointe understand the importance of having schools on or near Southwest Pointe and are willing to dedicate the necessary property to the School District.

To estimate the number of school-age children within this project, the following assumptions were used: for every 1,000 residents, 9.4 percent will be in elementary school (KG-6th), 3.1 percent in middle school (7th-8th), and 5.5 percent in high school (9th-12th). (Washoe County School District) Based on these assumptions, together with an average household size of 2.5 persons per household, it is estimated that there will be 256 elementary school students, 85 middle school students, and 150 high school students, for a total of 491 students at buildout (approximately 15 years).

### Parks, Open Space, and Trails

The concept plan identifies approximately 1,575 acres of natural open space, a 10-acre neighborhood park, approximately 6 miles of regional trails, and a 1-acre trail head. (The amount of acreage left as open space is approximate and may vary -- up or down -- with subsequent tentative maps.) The open space is located around the entire periphery of the project and provides a generous buffer between Southwest Pointe and all adjacent properties. Within the project itself, the goal is to create an open feeling through the use of trails, controls on fencing and siting of homes, and development of 36 holes of golf that meander through the neighborhoods.

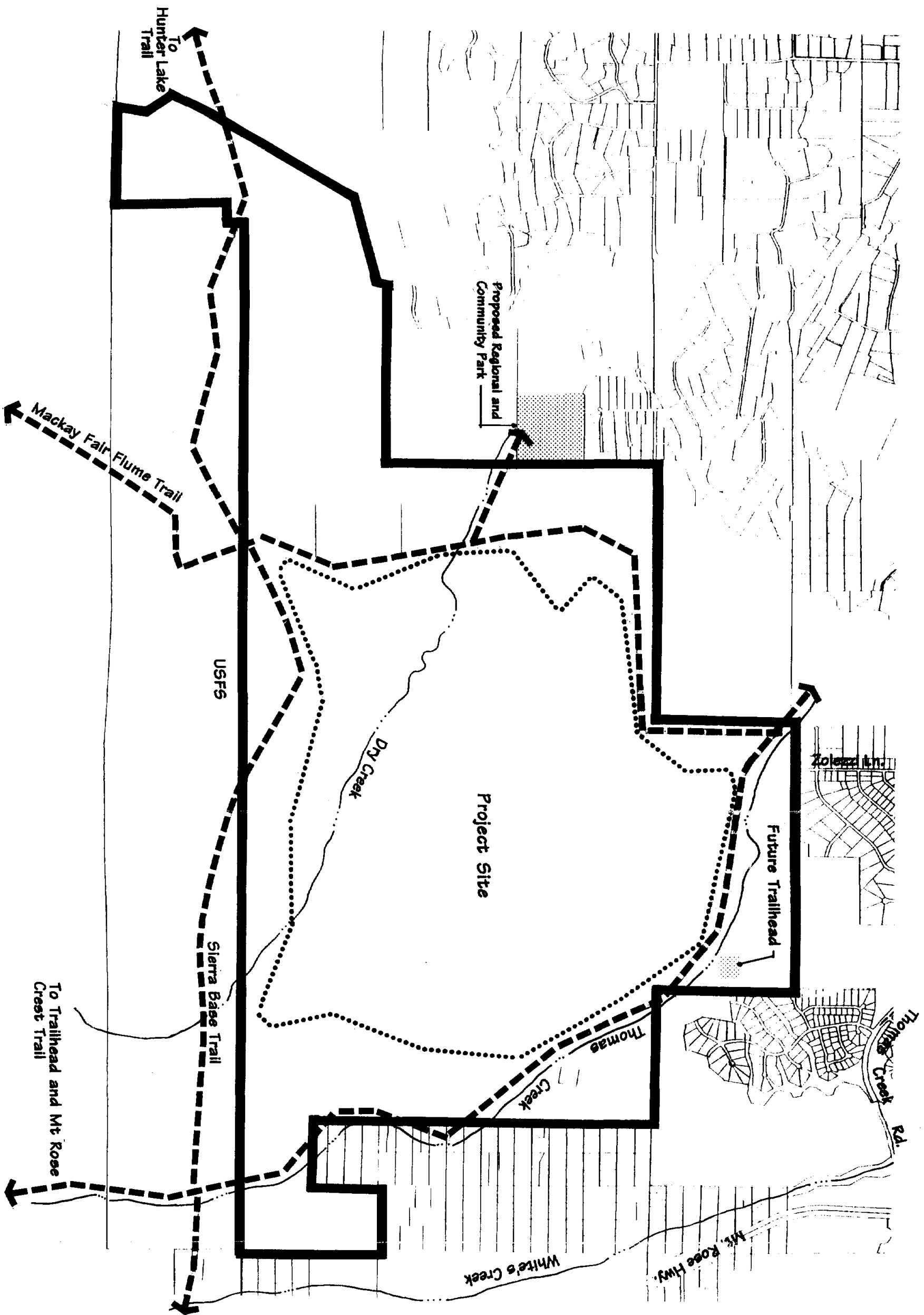
A 10-acre neighborhood park is shown between the middle school and Thomas Creek. The park fronts on Whites Creek Road and its linear configuration takes advantage of the creekside location and also serves as a buffer between the school, the creek, and the residences. The developers of Southwest Pointe anticipate entering into an agreement with Washoe County whereby the

developer will construct the recreational facilities in the park. The developer would then be reimbursed by Washoe County from fees collected in Southwest Pointe from the Residential Construction Tax. The developer or some other entity, such as a Homeowners' Association, may assume responsibility for the maintenance of all or a portion of the park. The purpose of this type of agreement would be to ensure that recreational facilities are developed in a time frame that coincides with development and that adequate funds are available for long-term maintenance.

The proposed trail system is consistent with the county's master plan for this park district, and, in fact, the proposed trails exceed the system shown in both the Southwest Truckee Meadows Area Plan and the Truckee Meadows Regional Parks and Trails Plan. (Refer to Figure 5-1.) Regional trails are proposed along Thomas Creek for access to the Mt. Rose Crest Trail and around the northern portion of the project for access to the Mackay Fair Flume Trail and the U.S.F.S. parcel in Section 11. Both trails provide access to the Sierra Base Trail, which eventually ties into the Hunter Lake Trail. Portions of the Sierra Base Trail are located on U.S.F.S. property and other portions, especially near Dry Creek, are located on project property. It may be necessary to relocate portions of the existing trail because of golf course and residential development near Dry Creek. If this is necessary, the developer will provide a dedication or easement in another location acceptable to the Department of Parks and Recreation.

Along Thomas Creek the county would prefer a 50-foot wide easement or dedication. In other locations, a 25-foot wide trail is sufficient. A one-acre trail head for parking and picnicking is also proposed across from the park on Whites Creek Lane. This site would be dedicated to Washoe County. The developer will work with the staff of the Parks and Recreation Department to locate the public trails in a manner that will satisfy the county and also insure reasonable distance between the golf course and the residences.

The developer will enter into discussions with the appropriate governmental entities regarding the ultimate disposition of the open space areas. These properties may be left under the control of the Homeowners' Association or



- Legend**
- > Trail System
  - ..... Outline of Project Site

# Southwest Pointe



Scale : 1"=2000'

may be dedicated to Washoe County or the U.S.F.S. The only improvements contemplated in the open space areas are public trails, secondary access roads, storm water detention ponds, and two or three water storage tanks.

### Fire Protection

Fire protection service will be provided by the Nevada Division of Forestry, Sierra Fire Protection District. The closest existing station is Galena Station #2, which is located on the Mt. Rose Highway approximately 2 miles west of the intersection of Mt. Rose and Thomas Creek Road. An acceptable response time is 5 to 7 minutes or approximately 5 miles with good access. Southwest Pointe is within this distance and response time; and therefore, is consistent with the minimum service standards adopted by Washoe County in the Land Use and Transportation Element.

The Southwest Truckee Meadows Area Plan shows a proposed fire station in this portion of the Southwest. After discussions with Rich Riolo and Jim Reinhardt, Nevada Division of Forestry, NDF would be interested in a location in Southwest Pointe, and a one-acre site is shown near the proposed schools. According to NDF staff, the station would be 3,800-4,000 square feet with two bays and living quarters. There would be two, full-time employees supported by volunteers.

A station in Southwest Pointe would provide a central location and good access for both NDF and the Truckee Meadows Fire Protection District. To avoid duplication of services, NDF and Truckee Meadows may wish to consider developing a joint station in Southwest Pointe.

Many of the neighborhoods in Southwest Pointe will be gated. The developer will meet with NDF staff to discuss their needs in order to maintain emergency access. Fire fuel breaks will also be required in many locations and an acceptable design will be developed with NDF staff. Maintenance of the fire fuel breaks will be the responsibility of the individual homeowner or the Homeowners' Association depending on the location.



### Police Protection

The Washoe County Sheriff's Department will provide police protection service to this site from the main station at 911 Parr Boulevard. According to the Southwest Truckee Meadows Area Plan, there is currently one patrol unit regularly assigned to the area, with an average response time of 10 minutes. This 10-minute response time is consistent with the minimum response times (i.e., 10-15 minutes) adopted by Washoe County as part of the Land Use and Transportation Guide.

The response time in this area should be greatly improved when the Sheriff's Department locates a substation in the community center in the South Valleys Regional Park at the intersection of Whites Creek Lane and Wedge Parkway. The first phase of the park will be under construction in Fall 1993. The community center is located in a later phase; therefore, it may be several years before the substation is operational.

### Transportation

Primary project access will be from extensions of Zolezzi Lane and Whites Creek Lane. With Phase I, Zolezzi Lane will be constructed from its current terminus near the Reno Christian Fellowship into the project site. Zolezzi Lane ties into the village center where it turns and becomes the primary loop road. The primary loop provides the main circulation within Phase I and eventually connects into Whites Creek Lane. With Phase I, Whites Creek Lane will be constructed to emergency road standards (i.e., 24 feet wide with an all-weather surface). However, should the Washoe County School District begin construction of the elementary school by Fall 1994, it is probable that Whites Creek Lane will be constructed earlier. In Phases II and III, there is a secondary loop road that provides the main circulation within these neighborhoods.

To provide adequate access to Southwest Pointe, the right-of-way dedications and roadway improvements discussed below are recommendations based on the traffic analysis prepared by Solaegui Engineers, which is included in Appendix C.

a. **Zolezzi Lane** - A right-of-way of 80 feet will be required for Zolezzi Lane. This width will be reduced to 60 feet at the village center, where Zolezzi Lane turns and becomes the primary loop road. Currently, an 80-foot right-of-way exists as far west as the Reno Christian Fellowship (i.e., northwest corner of Sections 18 and 19) Past that point, a 40-foot roadway dedication was made with Parcel Map #1347 and with recordation of the official plat for Thomas Creek Unit #3-F. This latter dedication brings the right-of-way to the Southwest Pointe property line. On the northerly boundary, a 60-foot easement was reserved by the Nell J. Redfield Trust when it sold the adjacent property to TMS.

Zolezzi Lane is unimproved from the Reno Christian Fellowship westward. The developer proposes to construct the south half of Zolezzi Lane to county standards between the Reno Christian Fellowship and the Southwest Pointe property line. When Zolezzi Lane enters the project site, the improvements will transition to the full-street improvements proposed in Figure 5-2, labeled "Suburban Collector Street." As proposed, the travel lanes are sufficiently wide to accommodate bicyclists. In most locations, there will also be a meandering pedestrian path along the roadway. The path will generally be within the common area but may be within the right-of-way in some locations. The landscaping within the right-of-way will be installed by the developer and, initially, maintained by the developer until that responsibility is turned over to the Homeowners' Association. No on-street parking will be permitted. No driveways from individual lots will be allowed direct access onto Zolezzi Lane.

b. **Whites Creek Lane** - A 100-foot right-of-way exists along the south side of Fieldcreek Ranch. This is the only portion of the right-of-way that has been dedicated. Based on the traffic analysis prepared by Solaegui Engineers, which shows that Whites Creek will not attract a significant amount of traffic, the right-of-way will transition to 60 feet west of Thomas Creek Road.

With Phase I, Whites Creek Lane will be constructed to emergency road standards (i.e., 24 feet wide with an all-weather surface) from Thomas Creek Road into the project site. With later phases of development, the developer is proposing to construct the on-site portions of Whites Creek Lane to the "Rural

Collector Road" standards shown in Figure 5-3. The proposed travel lanes are sufficiently wide to be shared with bicyclists. Additionally, in some locations, there will be an on-site meandering pedestrian path either in the common area or within the right-of-way along Whites Creek Lane. The landscaping within the right-of-way will be installed by the developer and, initially, maintained by the developer until that responsibility is turned over to the Homeowners' Association. No on-street parking will be permitted. No driveways from individual lots will be allowed direct access onto Whites Creek Lane.

With Phase II, off-site (between Thomas Creek Road and the project boundary) improvements will consist of two travel lanes to county standards. No frontage improvements are proposed off-site because the road crosses the 120-acre U.S.F.S. parcel, which is being held for sale or exchange for future development. The developer of this property should be required to construct frontage improvements such as sidewalk, curb and gutter. It should be noted, however, that the Washoe County School District may construct Whites Creek Lane between Thomas Creek Road and the school sites if the District decides to open the elementary school in September 1995.

c. **Primary Loop Road** - Zolezzi Lane and Whites Creek Lane become the primary loop road that runs through Phase I. As proposed, the primary loop road, Zolezzi Lane, and Whites Creek Lane are the only public streets in Southwest Pointe. The proposed right-of-way is 60 feet. Improvements are shown in Figure 5-3 and are labeled "Rural Collector Road." The travel lanes have been designed to be shared with bicyclists. In most locations, a meandering pedestrian path will be constructed along the primary loop road. The path will generally be within the common area but there may be some locations where the path will be within the right-of-way. The landscaping within the right-of-way will be installed by the developer and, initially, maintained by the developer until that responsibility is turned over to the Homeowners' Association. No on-street parking will be permitted. No driveways from individual lots will be allowed direct access onto the primary loop.

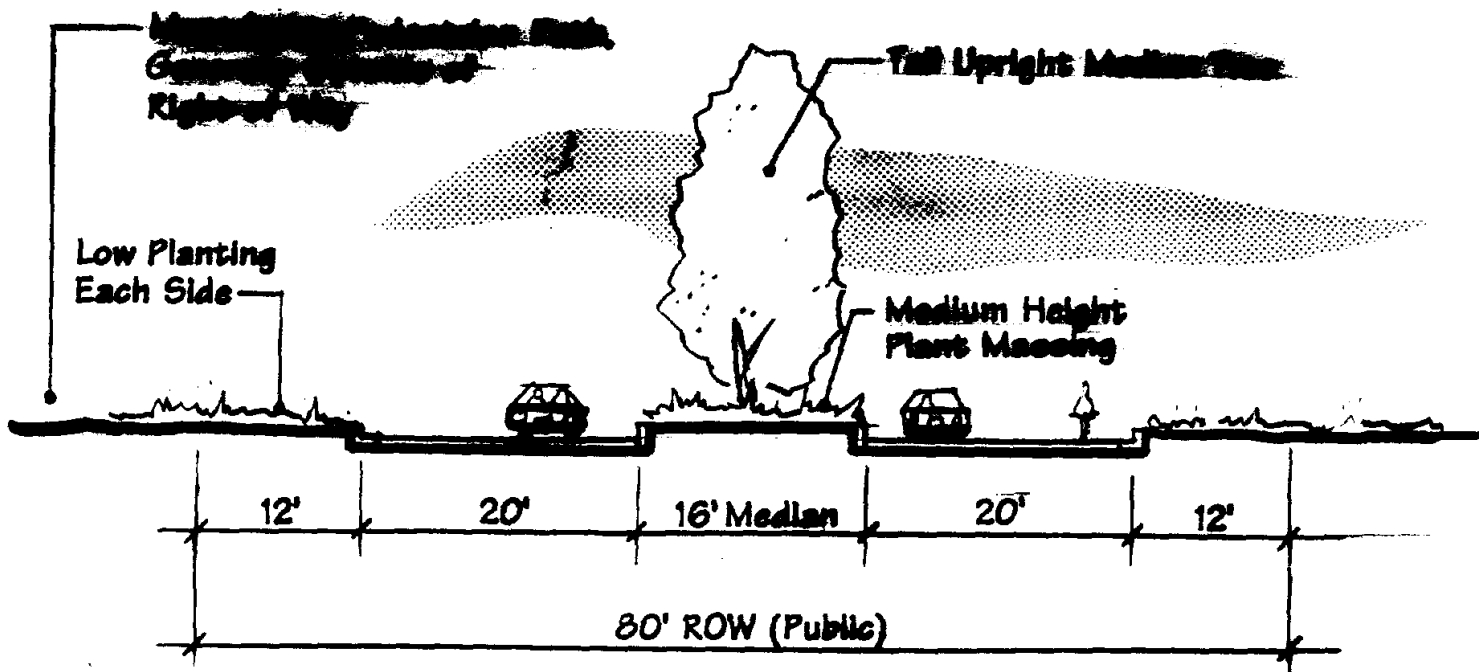
d. **Secondary Loop Road** - A secondary loop road provides access within Phases II and III. This is a private road with a 60-foot right-of-way. The street section for this road is shown in Figure 5-2 and is labeled "Rural Local Road." Again, the travel lanes are wide enough to be shared with bicyclists. A pedestrian path is not planned along the secondary loop road. Only low plantings will be allowed in the drainage swales. Landscaping within the right-of-way will be installed by the developer and, initially, maintained by the developer until that responsibility is assumed by the Homeowners' Association. No on-street parking will be permitted. No driveways from individual lots will be allowed direct access onto the secondary loop.

e. **Rural Roads** - Rural roads provide access within the individual neighborhoods. As shown in Figure 5-4, all rural roads will be private with a 50-foot right-of-way. Two, 11-foot wide travel lanes are proposed. Driveways will have direct access onto rural roads. Only low plantings will be allowed in the drainage swales. If necessary, the drainage swales will be maintained by the developer until that responsibility is assumed by the Homeowners' Association.

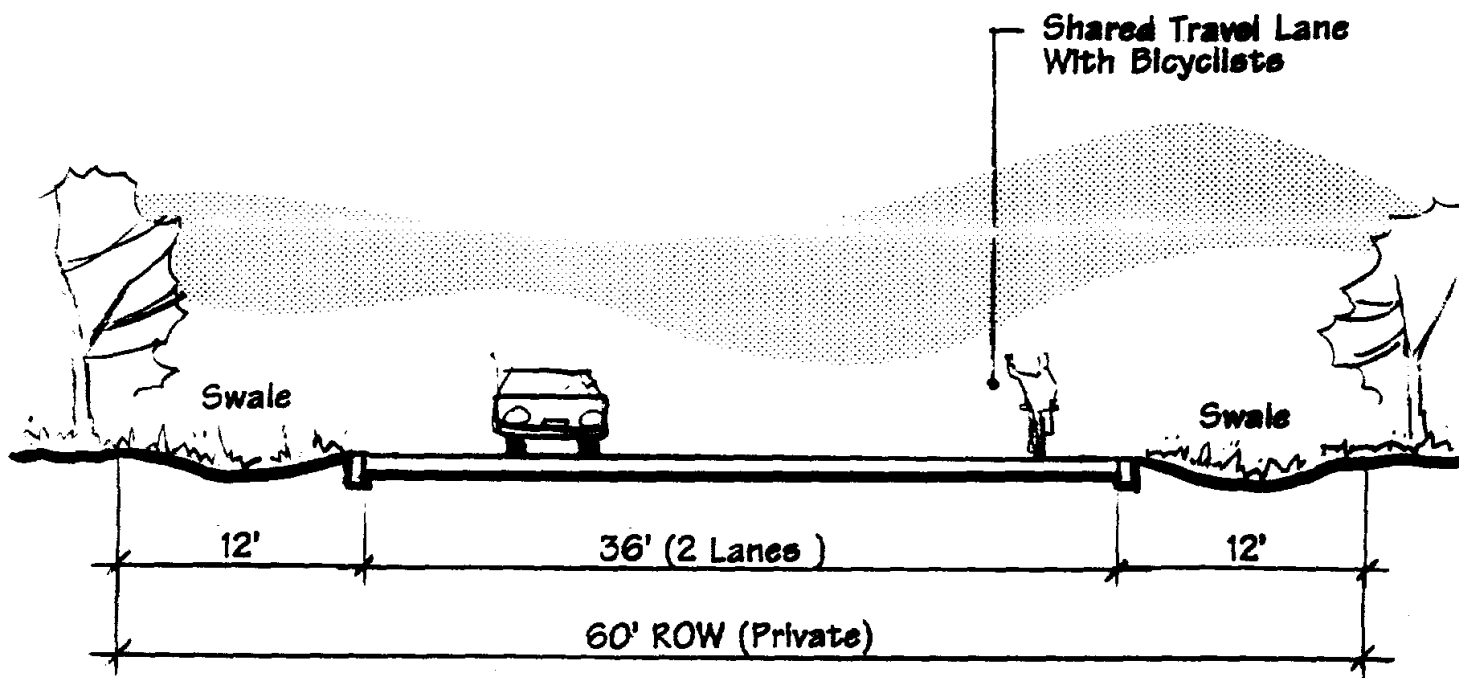
f. **Rural Cul-de-Sac Roads** - Cul-de-sacs will have a right-of-way of 41 feet with two, 10-foot wide travel lanes. (Refer to Figure 5-4.) No on-street parking will be permitted. Driveways will have direct access onto cul-de-sacs. Only low plantings will be allowed in the drainage swales. If necessary, the drainage swales will be maintained by the developer until that responsibility is assumed by the Homeowners' Association.

### **Storm Water Management**

Public streets with curb and gutter will have catch basins and storm drain pipes that will eventually discharge into Thomas Creek. The drainage from private streets will go into roadside ditches and will periodically be picked up by a piped system that will also discharge into Thomas Creek.

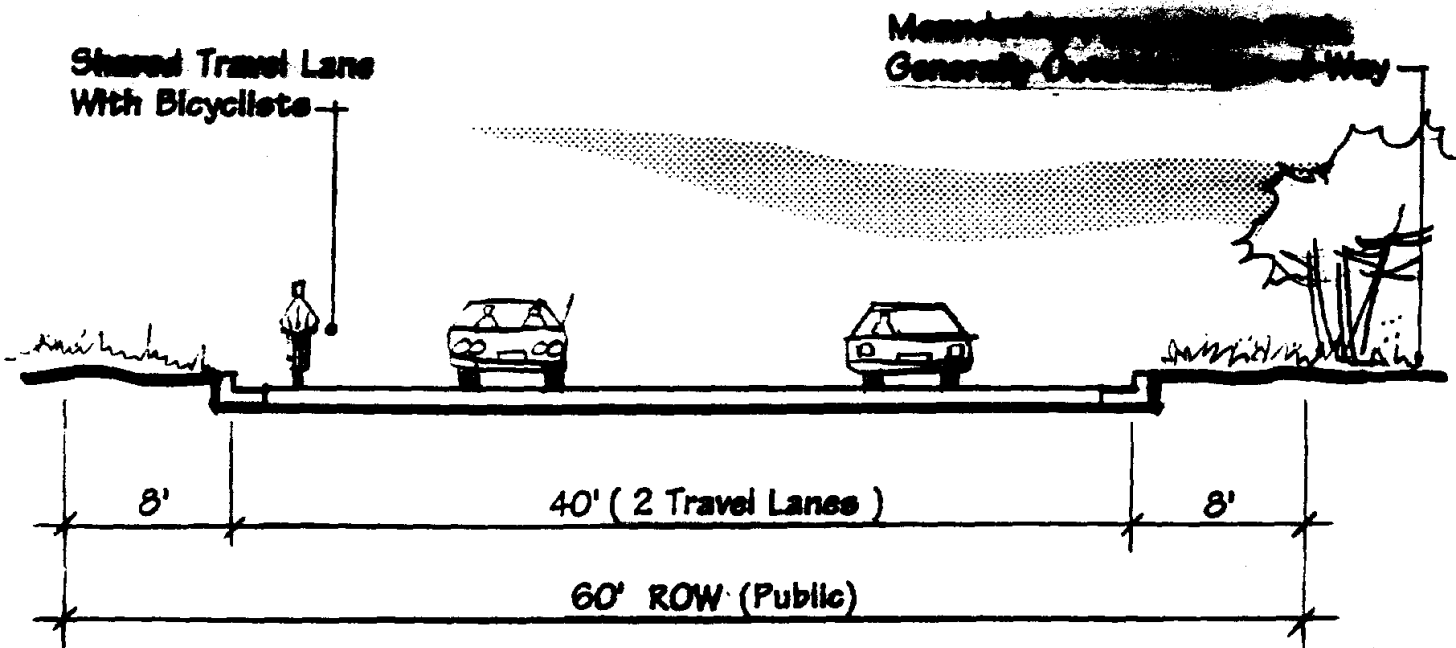


**Suburban Collector Street**  
 Zolezzi Lane (Project Entrance to Village Center)



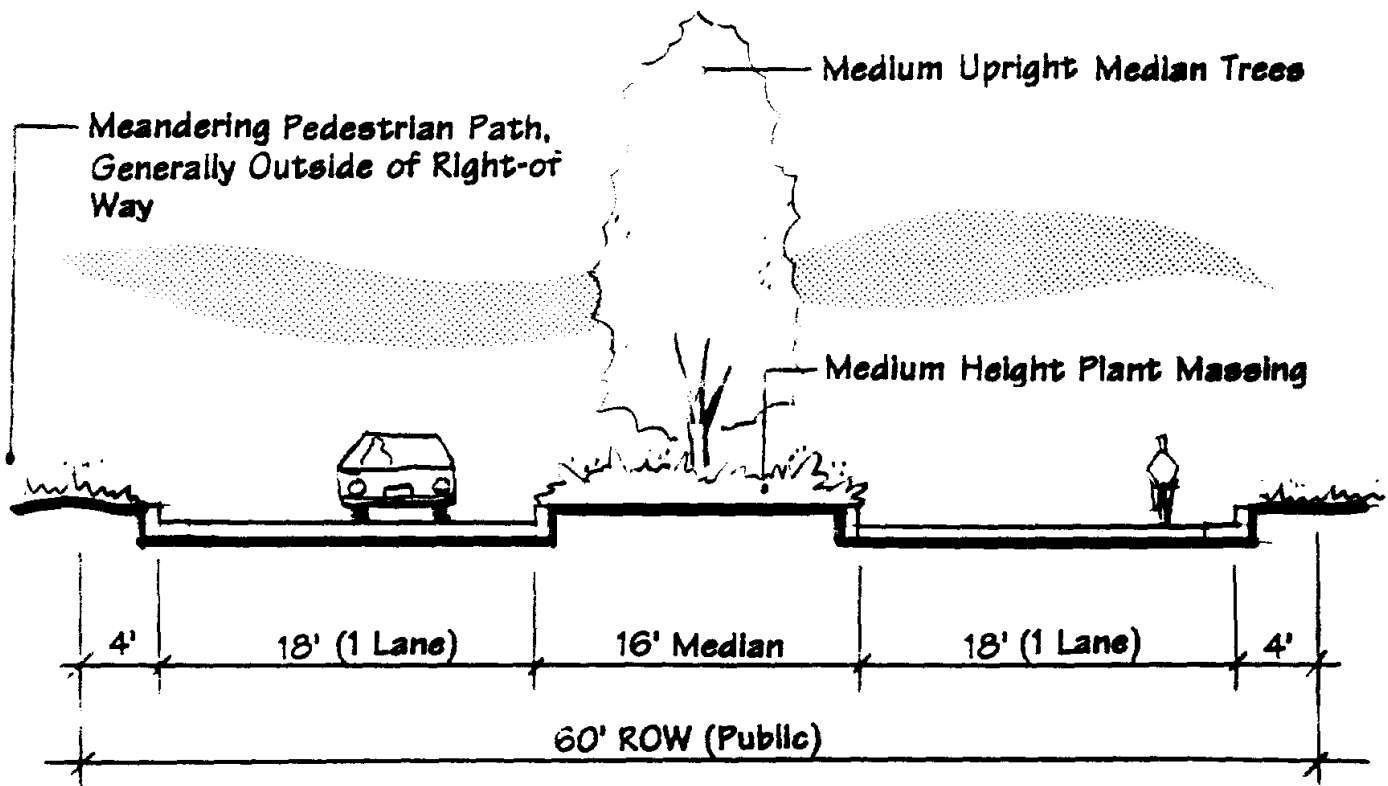
**Rural Local Road**  
 Secondary Loop Road

Figure 5-2  
**Street Sections**



**Rural Collector Road (Without Median)**

Whites Creek Lane  
Primary Loop Road

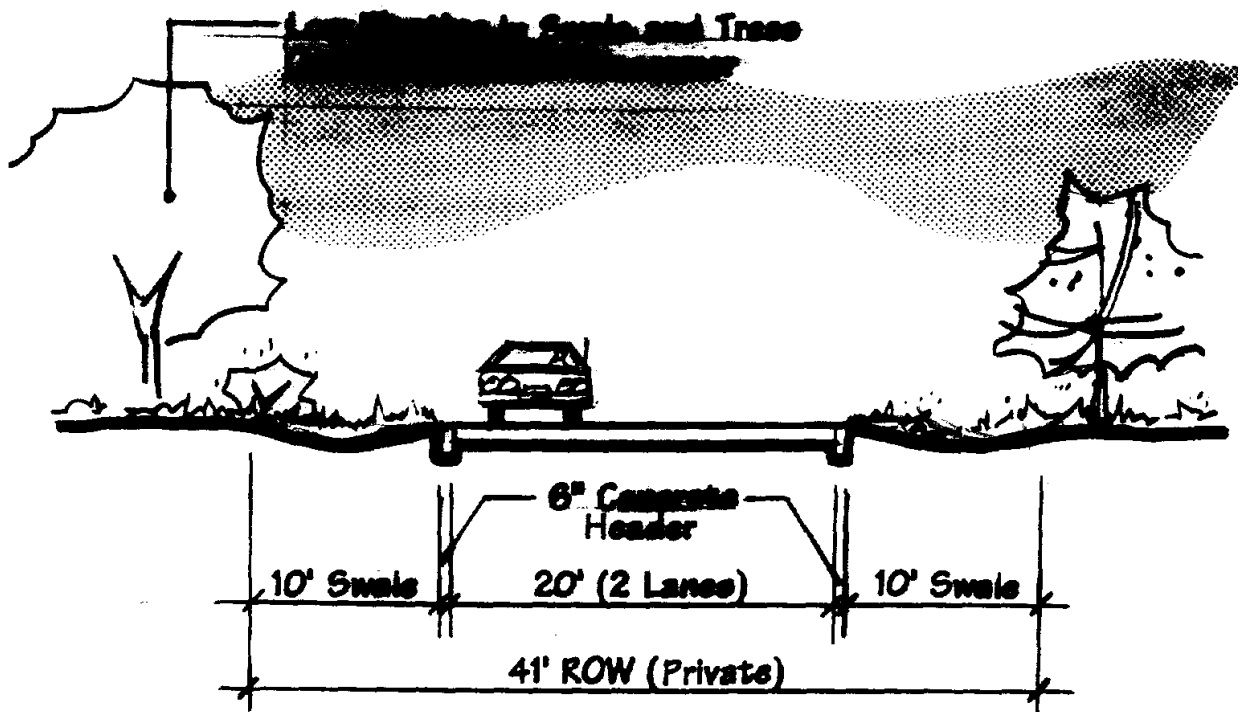


**Rural Collector Road (With Median)**

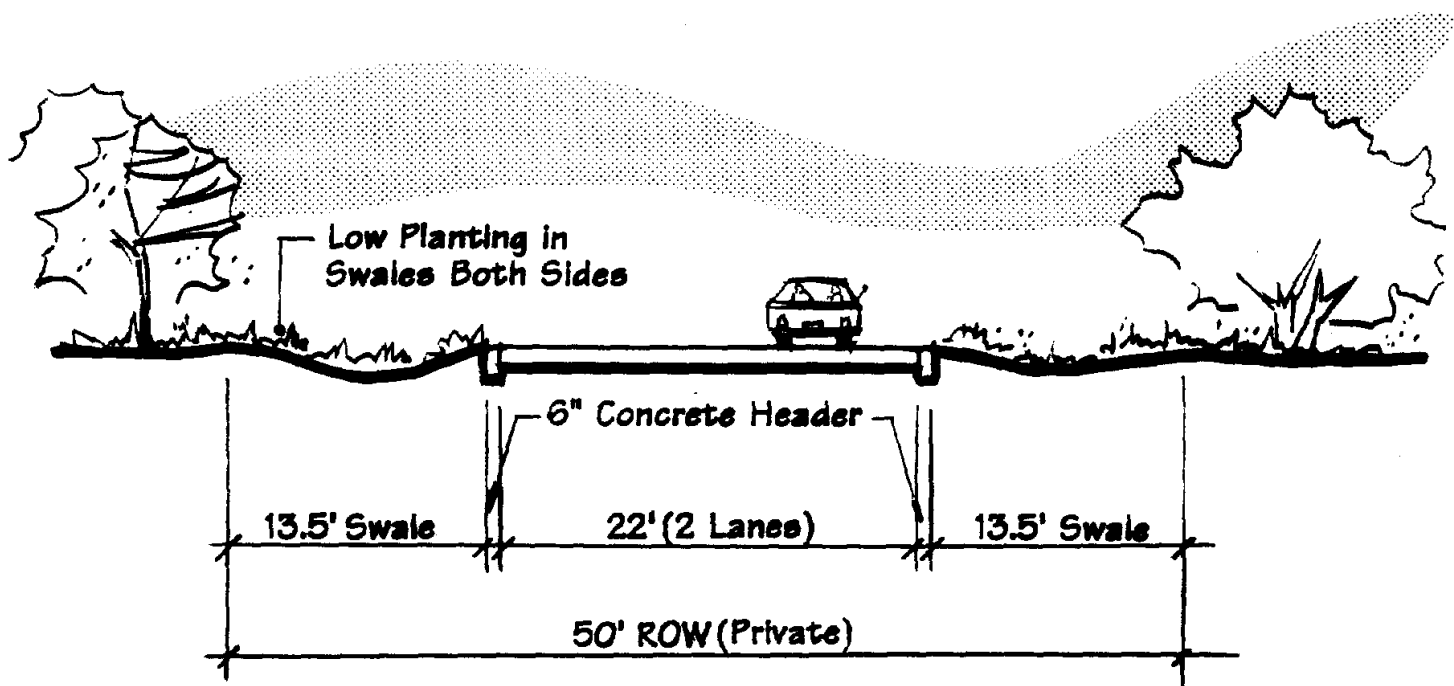
Whites Creek Lane  
Primary Loop Road

Figure 5-3

**Street Sections**



Rural Cul-de-sac Road



Rural Road

Figure 5-4

Street Sections

Any increased flows from the 10-year storm caused by this development will be retained on site, as required by Washoe County. All catch basins and inlets will be equipped with a petrochemical device that will trap grease and silts prior to any downstream discharge.

Water runoff from the golf course can be controlled, and, in fact, there is not a large amount of runoff from turf grass. In locations where there is any concentrated runoff from the golf course, the water will be daylighted into native areas before it arrives at more sensitive (i.e., Thomas Creek) areas. The fertilizer and pesticide program will be closely monitored by the golf coursesuperintendent. As pointed out by the golf course architect, the grass is given fertilizer to keep it in proper playing condition, and if the proper species is planted, it is not necessary to apply large amounts of fertilizer.

In June 1990, Kennedy/Jenks/Chilton completed hydrologic modeling for the Thomas Creek drainage basin and analyzed several storm water detention/debris basin sites for the Washoe County Flood Control Master Plan Project. The purpose of these facilities is to reduce the 100-year peak flood flows reaching South Virginia Street. Two detention/debris basin sites, one on-stream and the other off-stream, were studied. Both of these sites are located in Southwest Pointe (i.e., western half of Section 24). Washoe County submitted an application for funding to the Army Corps of Engineers for consideration as a small watershed project. The Corps decided that the benefit-cost ratio was not supportable and, therefore, no funding is available from the Corps. Since the local entities cannot fund the project alone, the project is no longer being pursued. The ponds on the golf course could be designed for stormwater management. This would be beneficial to the developer and to the county because it would alleviate downstream flooding.

### Utilities

Electrical power for the project will be provided by Sierra Pacific Power Company. Nevada Bell will provide telephone service. Natural gas service is available from Westpac Utilities. Cable TV is provided by Continental Cablevision



of Reno. All of these services are near the site (i.e., at Thomas Creek Road and Zolezzi Lane) and can easily be extended into Southwest Pointe.

Solid Waste Disposal

Reno Disposal Company will provide service to the project via its contract with Washoe County.

## VI. PLANNING ANALYSIS

### Land Use Compatibility

Generous open space buffers are provided around the entire periphery of the project. These buffers will remain as permanent open space with the only disturbance being an extension of the regional trail system, secondary access roads, storm water detention ponds, and two or three water tanks. The open space encompasses 1,575 acres or 48 percent of the project site. (The amount of acreage left as open space is approximate and may vary -- up or down -- with subsequent tentative maps.)

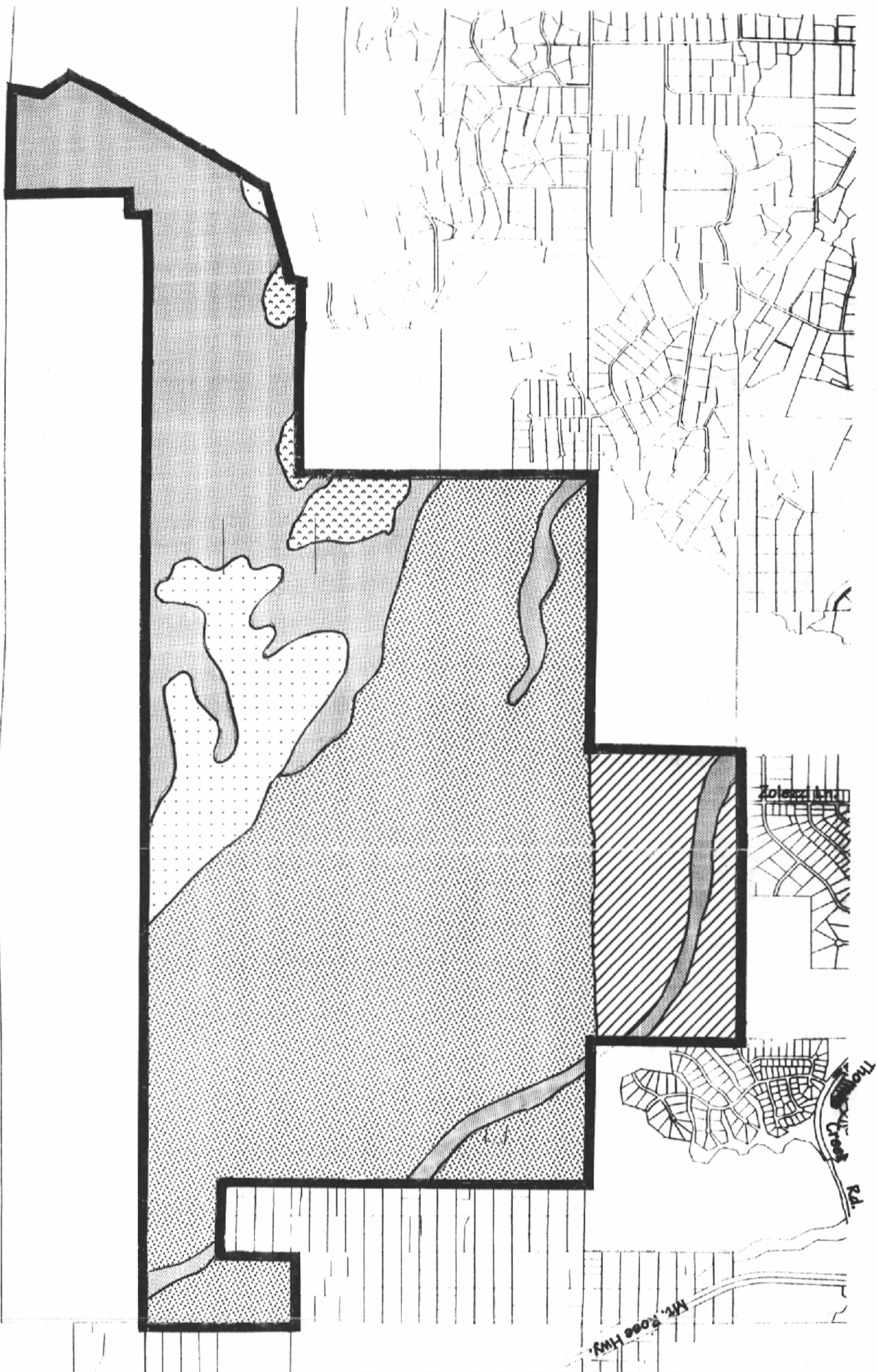
Development areas are limited to the interior of the property and have been separated from adjacent subdivisions and property boundaries. Surrounding residential areas will, first, view large natural open space buffers and, second, the golf course fairways followed by residential development. The largest lots (1 acre and larger) are planned on the outside edges of the developed area with 1/2 acre and 12,000 square foot lots nestled between golf course fairways.

### Southwest Truckee Meadows Area Plan

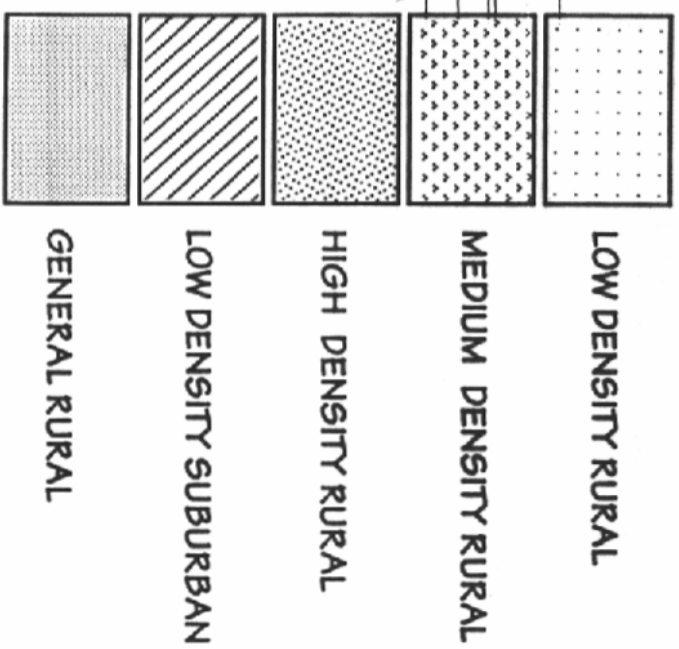
Land Use Designations - The Southwest Truckee Meadows Area Plan designates this property as shown in Table 6-1 and Figure 6-1.

Table 6-1  
Land Use Designations

<u>Designation</u>	<u>Acres</u>	<u>Density</u>	<u>Units</u>
Low Density Suburban	307	1 du/acre	307
High Density Rural	1,800	1 du/2.5 acres	720
Medium Density Rural	70	1 du/5 acres	14
Low Density Rural	228	1 du/10 acres	28
General Rural	<u>867</u>	1 du/40 acres	<u>21</u>
	3,272		1,090



**Legend**  
Land Use  
Designations



**Southwest  
Pointe**



Scale : 1"=2000'

Figure 6-1

**Land Use**

**Designations**

The amount of acreage within each land use designation and the resultant density was estimated by CFA in January 1992 and confirmed by Skip Canfield, Washoe County Department of Comprehensive Planning, in correspondence dated February 19, 1992. (Refer to Appendix B.) The allowed number of units is 1,090, and the concept plan proposes to develop exactly that number.

Neighborhood-serving commercial uses are proposed in the village center. Such uses are allowed, with approval of a special use permit, in a Low Density Suburban regulatory zone. However, because of the approach taken in planning this property (i.e., a common open space development in conjunction with a development agreement), the neighborhood commercial uses have actually been located outside the area designated Low Density Suburban. According to Mike Harper, Director Washoe County Department of Development Review, this approach is acceptable if consistency with the intent of the master plan is maintained. (Refer to Appendix B.)

The concept plan is consistent with the master plan for several reasons. First, the neighborhood commercial uses are located near the center of the project rather than on the fringe. This is the best location because it serves all of the residents and allows them to walk or bicycle to the village center. Second, by locating the commercial uses in the village center with the clubhouse, a focal point is created. Third, the boundary for the Low Density Suburban designation follows the boundary of the previous A-1 zoning district, which in turn follows the boundary between two sections. This is arbitrary and not based on any of the property's physical characteristics. The proposed concept plan is based on detailed site planning that attempts to lay out the best site plan for the entire property. And fourth, the purpose of a common open space development is to develop a concept plan that fits the property rather than follow an arbitrary zoning boundary. The proposed concept plan does precisely this and, in doing so, addresses many of the concerns of adjacent residents.

**Area Plan Policies** - The following policies from the Southwest Truckee Meadows Area Plan are relevant to this project:

**SWTM.3.3** Guide future development on the Redfield properties in the following manner:

B. Encourage the transfer of the Redfield properties in Sections 3, 10, 15, 22, 27, and 34, T18N, R19E, to the U.S. Forest Service or for low and high density rural residential development, as shown on the Land Use Plan Map.

**Comment:** Property within these sections was transferred to the U.S. Forest Service in 1984. The remaining property will be developed in compliance with the Land Use Plan Map, and, in fact, large portions of this property will be left as open space. The developer intends to enter into discussions with the appropriate governmental entities regarding the ultimate disposition of the open space areas and all or some portions of the open space may eventually be dedicated to the U.S. Forest Service.

**SWTM.3.10** Ensure that access to public lands is provided within the Southwest Truckee Meadows Planning Area.

SWTM.3.10.1 Development adjacent to U.S. Forest Service land shall be required to maintain and, when possible, improve public access to the National Forest. Access easements or corridors shall be a minimum of 20 feet in width.

**Comment:** The proposed trail system is consistent with the county's master plan for this park district, and, in fact, the proposed trails exceed the system shown in both the Southwest Truckee Meadows Area Plan and the Truckee Meadows Regional Parks and Trails Plan. Along Thomas Creek, the county would prefer a 50-foot wide easement or dedication. In other locations, a 25-foot wide trail is sufficient.

**SWTM.4.2** Require any development proposal that must have access to Whites Creek Lane to meet the following conditions when appropriate:

- A. Contribute to construction of the Whites Creek Road.
- B. Time construction of the development with completion of the appropriate portion of the Whites Creek Lane needed for that development.

**Comment:** The developers of Southwest Pointe will contribute to the construction of Whites Creek Lane. Refer to the transportation section which starts on page 5-8 and Appendix C.

**SWTM.5.1** Encourage all new developments with a density of one acre or less and located outside the service area of the Truckee Meadows Fire Protection District to petition for annexation into the service area of the Truckee Meadows Fire Protection District.

**Comment:** Initial discussions regarding fire protection have been held with the Nevada Division of Forestry. The developer is willing to enter into discussions with the Truckee Meadows Fire Protection District since the boundary between the two districts is near this property. A one-acre site for a fire station is shown on Whites Creek Lane next to the elementary school. This site provides good access for both NDF and the Truckee Meadows Fire Protection District. The two agencies may want to consider developing a joint station at this site.

**SWTM.5.4** Require all new projects, when appropriate, to annex to the South Truckee Meadows General Improvement District.

**Comment:** The property is outside the boundary of the South Truckee Meadows General Improvement District. Staff at the Washoe County Utility Division has recommended that this property be developed outside the district; however, all of the facilities will eventually be dedicated to Washoe County.

**SWTM.5.7** Encourage the development of additional schools within the Southwest Truckee Meadows Planning Area.

**SWTM.5.7.1** Developers shall work with the Washoe County Department of Comprehensive Planning and the Washoe County School District to integrate new school facilities with future residential development.

**Comment:** The concept plan shows a 10-acre elementary school site and a 25-acre middle school site on Whites Creek Lane. These sites have

been discussed with Roger Means, and the School District is interested in acquiring this property. The developer of Southwest Pointe is willing to dedicate both sites to the School District.

**SWTM.5.8** Encourage the location of community and neighborhood parks and trails in the Southwest Truckee Meadows Planning Area.

**SWTM.5.8.2** The Regional Trail System and the trails depicted in the Southwest Truckee Meadows Area Plan should be used as a guide for the acquisition and location of recreational trail facilities within the planning area.

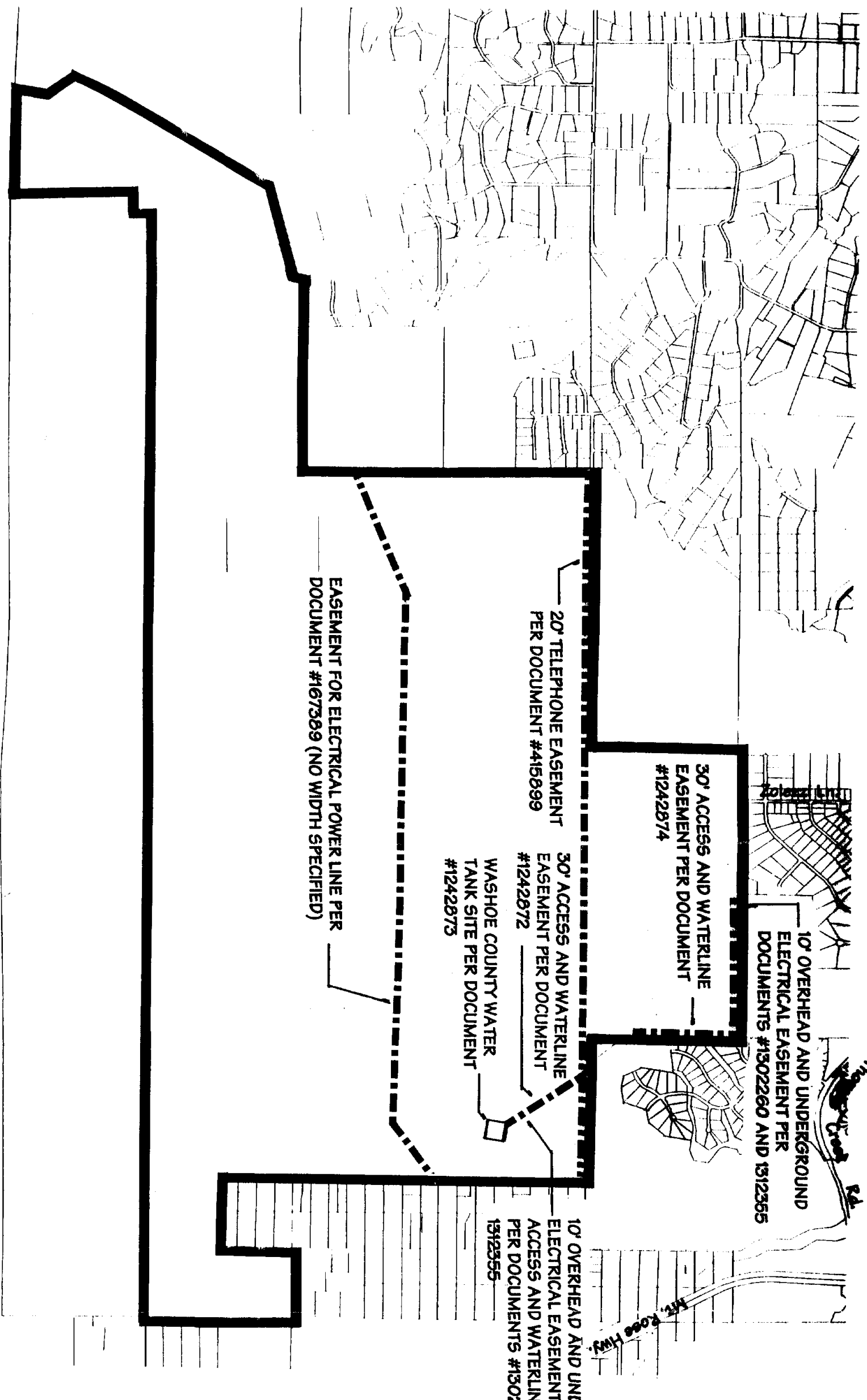
**Comment:** Refer to previous statement under policy SWTM.3.10. A 10-acre neighborhood park is also shown between the middle school and Thomas Creek.

### Easements

As shown in Figure 6-2, the property is relatively free of easements. The most prominent easement is the SPPCo electrical power easement, which crosses through the center of the property in a north-south direction. This is a 120 kilovolt line that extends from Carson City to the Mt. Rose Substation. It is a transmission, rather than a distribution, line.

Document #167389 does not specify a width for this easement. The concept plan does, however, show no structures within 100 feet of either side of the power line.





**Legend**

----- Easement Location

10' OVERHEAD AND UNDERGROUND ELECTRICAL EASEMENT WITHIN 30' ACCESS AND WATERLINE EASEMENT PER DOCUMENTS #1302260 1312355

10' OVERHEAD AND UNDERGROUND ELECTRICAL EASEMENT PER DOCUMENTS #1302260 AND 1312355

30' ACCESS AND WATERLINE EASEMENT PER DOCUMENT #1242874

30' ACCESS AND WATERLINE EASEMENT PER DOCUMENT #1242872 WASHOE COUNTY WATER TANK SITE PER DOCUMENT #1242873

20' TELEPHONE EASEMENT PER DOCUMENT #415899

EASEMENT FOR ELECTRICAL POWER LINE PER DOCUMENT #167389 (NO WIDTH SPECIFIED)

**Southwest  
Pointe**



Scale : 1"=2000'

Figure 6-2

**Easements**

WASHOE COUNTY DEVELOPMENT APPLICATION  
COVER SHEET

APPLICATION TYPE

- ABANDONMENT
- ADMINISTRATIVE WAIVER
- ADMINISTRATIVE PERMIT
- APPEAL
- BOUNDARY LINE ADJUSTMENT
- DEVELOPMENT AGREEMENT
- DESIGN REVIEW COMMITTEE
- FINAL MAP
  - MAP OF DIVISION INTO LARGE PARCELS
  - SUBDIVISION MAP
  - PARCEL MAP
- MAP OF DIVISION INTO LARGE PARCELS
- MAJOR MAP AMENDMENT
- PARCEL MAP
- PRE-APPLICATION
- REVERSION TO ACREAGE
- SITE REVIEW
  - RESIDENTIAL
  - COMMERCIAL/INDUSTRIAL
- SPECIAL USE PERMIT
- TENTATIVE SUBDIVISION MAP
- VARIANCE

PROJECT NAME: Southwest Pointe  
PROJECT ADDRESS: Southwest Truckee Meadows  
PROPERTY SIZE: 3,271.6 acres PROJECT SIZE: Refer to text.  
ASSESSOR'S PARCEL NO(S): 49-010-04, 49-010-10, and 41-030-12

PLEASE CHECK IF APPLICABLE

- APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT HAS BEEN MADE
- COMPREHENSIVE PLAN AMENDMENT PREVIOUSLY APPROVED, IF SO, CASE NO.: \_\_\_\_\_

APPLICANT INFORMATION

PROPERTY OWNER:  
NAME: Redfield Land Company  
ADDRESS: 1755 East Plumb Lane #212  
Reno, NV ZIP: 89502  
PHONE: 323-1373 FAX: 323-4476  
CONTACT PERSON: Jerry Smith

PERSON/FIRM PREPARING PLANS:  
NAME: CFA, Inc.  
ADDRESS: 1150 Corporate Blvd  
Reno, NV ZIP: 89502  
PHONE: 856-1150 FAX: 856-1160  
CONTACT PERSON: Brita Tryggvi

APPLICANT/DEVELOPER:  
NAME: Dingman Investments  
ADDRESS: 1597 Esmeralda Avenue  
Minden, NV ZIP: 89423  
PHONE: 1/782-5888 FAX: 1/782-5899  
CONTACT PERSON: Jeff Dingman

OTHER PERSON TO BE CONTACTED:  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_

FOR OFFICE USE ONLY

EXISTING ZONING: \_\_\_\_\_ SECTION \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_  
LAND USE DESIGNATION: \_\_\_\_\_ PLANNING AREA: \_\_\_\_\_  
PROPOSED LAND USE DESIGNATION: \_\_\_\_\_ GENERAL LOCATION: \_\_\_\_\_  
CAB(S): \_\_\_\_\_

TOTAL FEE \_\_\_\_\_  
DATE RECEIVED \_\_\_\_\_ INITIAL \_\_\_\_\_  
DEEMED COMPLETE \_\_\_\_\_ INITIAL \_\_\_\_\_

CASE NUMBERS  
EM 9-14-93  
SPN 9-10-93

**OWNER AFFIDAVIT**

STATE OF NEVADA     )  
                                  ) ss:  
COUNTY OF WASHOE )

I, \_\_\_\_\_  
being duly sworn, depose and say that I am an owner\* of property involved in this petition and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true and correct to the best of my knowledge and belief. I understand that no assurance or guarantee can be given by members of the Department of Development Review staff.

Please attach a list of the names and addresses of all owners with 20% or greater interest.

Signed \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

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

- OWNER/JOINT OWNER
- CORPORATE OFFICER/PARTNER
- POWER OF ATTORNEY (Provide copy of Power of Attorney)
- AGENT (Notarized letter from property owner giving legal authority to agent)
- LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP

\_\_\_\_\_  
Notary Public in and for said county and state

My commission expires: \_\_\_\_\_

**WASHOE COUNTY**  
**DEPARTMENT OF DEVELOPMENT REVIEW**

1001 EAST NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE: (702) 328-6100  
FAX: (702) 328-3648

OWNER AFFIDAVIT

STATE OF NEVADA )  
                          ) ss:  
COUNTY OF WASHOE )

GERALD E. SMITH  
being duly sworn, depose and say that I am an owner\* of property involved in this petition and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true and correct to the best of my knowledge and belief. I understand that no assurance or guarantee can be given by members of the Department of Development Review staff.

Please attach a list of the names and addresses of all owners with 20% or greater interest.

Signed Thad C. Smith Trustee

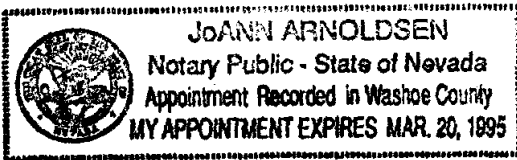
Subscribed and sworn to before me this 29th day of July 19 93.

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

- OWNER/JOINT OWNER
- CORPORATE OFFICER/PARTNER
- POWER OF ATTORNEY (Provide copy of Power of Attorney)
- AGENT (Notarized letter from property owner giving legal authority to agent)
- LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP

JoAnn Arnoldsen  
Notary Public in and for said county and state

My commission expires: \_\_\_\_\_



WASHOE COUNTY  
DEPARTMENT OF DEVELOPMENT REVIEW

1001 EAST NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE: (702) 328-6100  
FAX: (702) 328-3648

**WASHOE COUNTY**  
**DEPARTMENT OF DEVELOPMENT REVIEW**  
**TENTATIVE SUBDIVISION MAP APPLICATION**  
**SUPPLEMENTAL INFORMATION**

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(ALL REQUIRED INFORMATION MAY BE SEPARATELY ATTACHED)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific reference to Tentative Subdivision Maps may be found in Sections 110.608.00 through 110.608.30.

1. Location (address or distance and direction from nearest intersection):

Nearest intersection is Zolezzi Lane and Thomas Creek Road  
approximately 0.5 mile east of Southwest Pointe.

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2. Subdivision Name (proposed name must not duplicate the name of any existing subdivision):

Southwest Pointe

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3. Density and Lot Design:

- a. Acreage of project site: Total acreage: 3,271.6 acres. Acreage covered by tentative map: 1,230 acres
- b. Total number of lots: 1,000 lots. Lots in Phase I tentative map: 410
- c. Dwelling units per acre: 0.3 dwelling unit per acre
- d. Minimum area of proposed lots: 12,000 square feet
- e. Minimum width of proposed lots: 80 feet
-

4. For Common Open Space Subdivisions (Article 408), answer the following:

a. Range of lot sizes: 12,000 square feet, 0.5 acre, 1 acre and larger

b. Average lot size: 0.5 acre

c. Proposed yard setbacks if different from minimums established by Table 110.406.05.1:

12,000 square foot lots - 20' front and back, 8' side.

1/2 acre lots 25' front reduced to 20' with detached or side-in garage, 20' back, 10' side. 1 acre and larger lots - 30' front and back, 12' side.

d. Identify all proposed non-residential uses: Golf course, clubhouse, driving range, village center (e.g., daycare, neighborhood commercial uses), water tanks, schools, neighborhood park, regional trails, trailhead, fire station.

e. Acreage of common open space: Approximately 1.575 acres (The amount of acreage left as open space is approximate and may vary with subsequent tent.

f. Improvements proposed for the common open space: Regional trails, maps.)

Secondary access roads, two or three water tanks, and stormwater detention ponds.

g. Identify the party responsible for the maintenance of the common open space:

A final decision has not been made. Long-term maintenance may be the responsibility of the U.S.F.S., Washoe County Parks and Recreation Department, or a Homeowners' Association.

5. Utilities:

a. Sewer Service Washoe County

b. Electrical Service Sierra Pacific Power Company

c. Telephone Service Nevada Bell

d. LPG or Natural Gas Service Westpac Utilities

e. Solid Waste Disposal Service Reno Disposal Company

f. Cable Television Service Continental Cablevision of Reno

g. Water Service Washoe County

6. Washoe County Code, Chapter 110, Article 422 requires the dedication of water rights to Washoe County when creating new parcels, indicate the type and quantity of water rights you have available:

- a. Permit # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- b. Certificate # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- c. Surface Claim # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- d. Other, # \_\_\_\_\_ acre-feet per year \_\_\_\_\_

Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources):

The developer is looking at several potential sources for acquiring water rights. Sufficient water rights will be acquired and dedicated to Washoe County to serve the project.

When water service is by domestic wells, the Washoe County Comprehensive Plan allows the county to grant an exemption from the water dedication requirements for the existing parcel. Check the box at right if you request the exemption.

7. Community Services: (Provider and nearest facilities)

Fire Station Nevada Division of Forestry, Galena Station #2

Health Care Facility Washoe Medical Center, St. Mary's Regional Medical Center

Elementary School A new elementary school is scheduled to open in Fall 1995

Middle School Pine Middle School

High School Galena High School

Parks Thomas Creek and Saddlehorn Parks, South Valleys Regional Park

Library Galena High School

Citifare Bus Stop There is no Citifare service in the vicinity.

8. Describe the aspects of the tentative subdivision which contribute to energy conservation:

A village center is proposed which may include daycare and neighborhood-serving commercial uses. This should reduce the number of trips from the site; thereby, promoting energy conservation.



9. Is the subject property in an area identified by the Department of Comprehensive Planning as potentially containing rare or endangered plants and/or animals?  Yes  No  
If so, please list the species and describe what mitigation measures will be taken to prevent adverse impacts to the species:

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10. Is the subject property located within a Scenic Corridor as delineated within the applicable area plan?  Yes  No If so, describe how the tentative map complies with the additional, adopted policies of that Scenic Corridor?

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11. For tentative maps within the Forest Planning Area, explain how the tentative map conforms to that plan's open space policies?

NA

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12. For parcel maps proposed in the Verdi Planning Area:

a. What are the water supply sources? NA  
\_\_\_\_\_  
\_\_\_\_\_

b. Quality of the water supply (attach District Health Department Certificate or provide evidence of satisfactory water quality based on information of water sources in the immediate vicinity of the subject site).

c. Quantity of the water supply (sustained pump test volume, delivered pipe capacity, etc.).  
NA  
\_\_\_\_\_  
\_\_\_\_\_

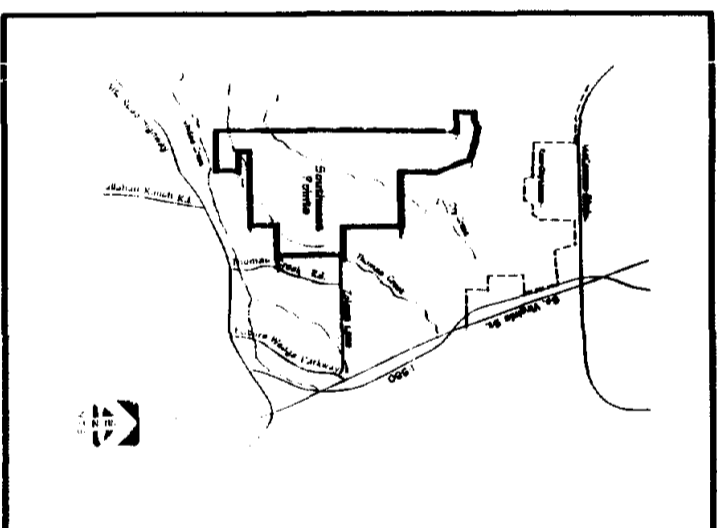
\_\_\_\_\_  
STAFF RESERVES THE RIGHT TO RETURN ANY INCOMPLETE PACKET TO THE APPLICANT AND TO RESCHEDULE THE APPLICATION UPON RESUBMITTAL. NO APPLICATION WILL BE DEEMED ACCEPTED UNTIL ALL INFORMATION IS RECEIVED.

# SOUTHWEST POINTE TENTATIVE MAP

**OWNER**  
**REDFIELD LAND COMPANY**  
 1755 EAST PLUMB LANE, SUITE 212  
 POST OFFICE BOX 61  
 RENO, NEVADA 89504  
 (702) 323-1373

**DEVELOPER**  
**DINGMAN INVESTMENTS**  
 1597 ESMERALDA AVE.  
 MINDEN, NEVADA 89423  
 (702) 782-5888

**ENGINEER**  
**CFA, INC.**  
 1150 CORPORATE BLVD.  
 RENO, NEVADA 89502  
 (702) 856-1150



**SHEET INDEX**  
 1. TITLE SHEET  
 2. TENTATIVE MAP

**LEGEND**

- 2% DIRECTION AND PERCENTAGE OF SLOPE
- 5296 PROPOSED FINISH GRADE ELEVATION
- ⊙ BLOCK DESIGNATION
- ⊙ LOT NUMBER OR GOLF COURSE NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- PROPOSED SANITARY SEWER W/MANHOLE
- PROPOSED STORM DRAIN W/MANHOLE
- ⊙ PROPOSED PRESSURE REDUCING STATION
- HOLOCENE AGE FAULT LINE W/SETBACK

**LAND USE**

RESIDENTIAL LOTS	268.0 ACRES
STREETS	60.7 ACRES
OPEN SPACE	620.9 ACRES
RECREATION	155.4 ACRES
CMC	48.0 ACRES
VILLAGE CENTER	27.3 ACRES
(EXCLUDES DRIVEWAY COMMON AREA)	50.0 ACRES
<b>TOTAL</b>	<b>1230.3 ACRES</b>

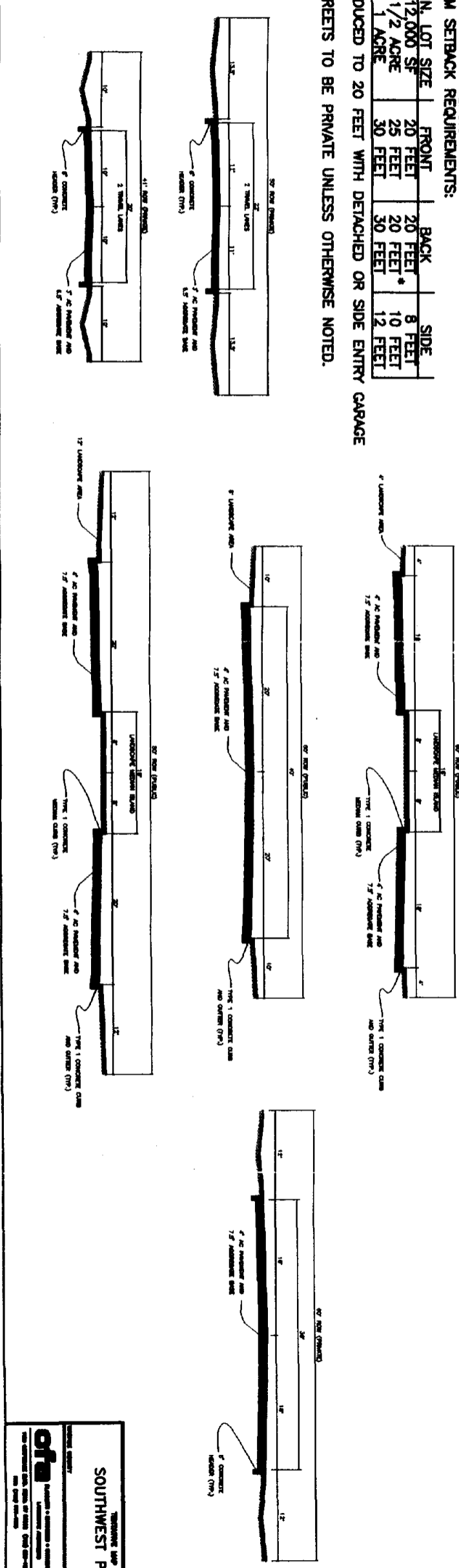
**GENERAL NOTES**

- PRESENT LAND USE CLASSIFICATION: LDS, HDR, MDR, LDR, AND GR
- PROPOSED LAND USE CLASSIFICATION: LDS, HDR, MDR, LDR, AND GR
- NUMBER OF UNITS: 410
- LAND AREA: 1230.3 AC.
- DENSITY: 0.33 DU/ACRE
- LOT SIZE: 12,000 SF MIN., 1/2 ACRE MIN., AND 1 ACRE MIN.
- SOURCE OF POWER: SIERRA PACIFIC POWER COMPANY
- SOURCE OF WATER: WASHOE COUNTY UTILITY DIVISION
- SOURCE OF TELEPHONE: NEVADA BELL
- SEWAGE DISPOSAL: SOUTH TRUCKEE MEADOWS WWTP
- CABLE TV: TCI
- EMERGENCY SERVICES: WASHOE COUNTY SHERIFF, NEVADA DIVISION OF FORESTRY
- PORTIONS OF THIS SITE ARE LOCATED IN FEMA FLOODWAY AND FLOODPLAIN.
- ALL AREAS AND DIMENSIONS ARE APPROXIMATE.
- MINIMUM SETBACK REQUIREMENTS:

MIN. LOT SIZE	FRONT	BACK	SIDE
12,000 SF	20 FEET	20 FEET	8 FEET
1/2 ACRE	25 FEET	20 FEET*	10 FEET
1 ACRE	30 FEET	30 FEET	12 FEET

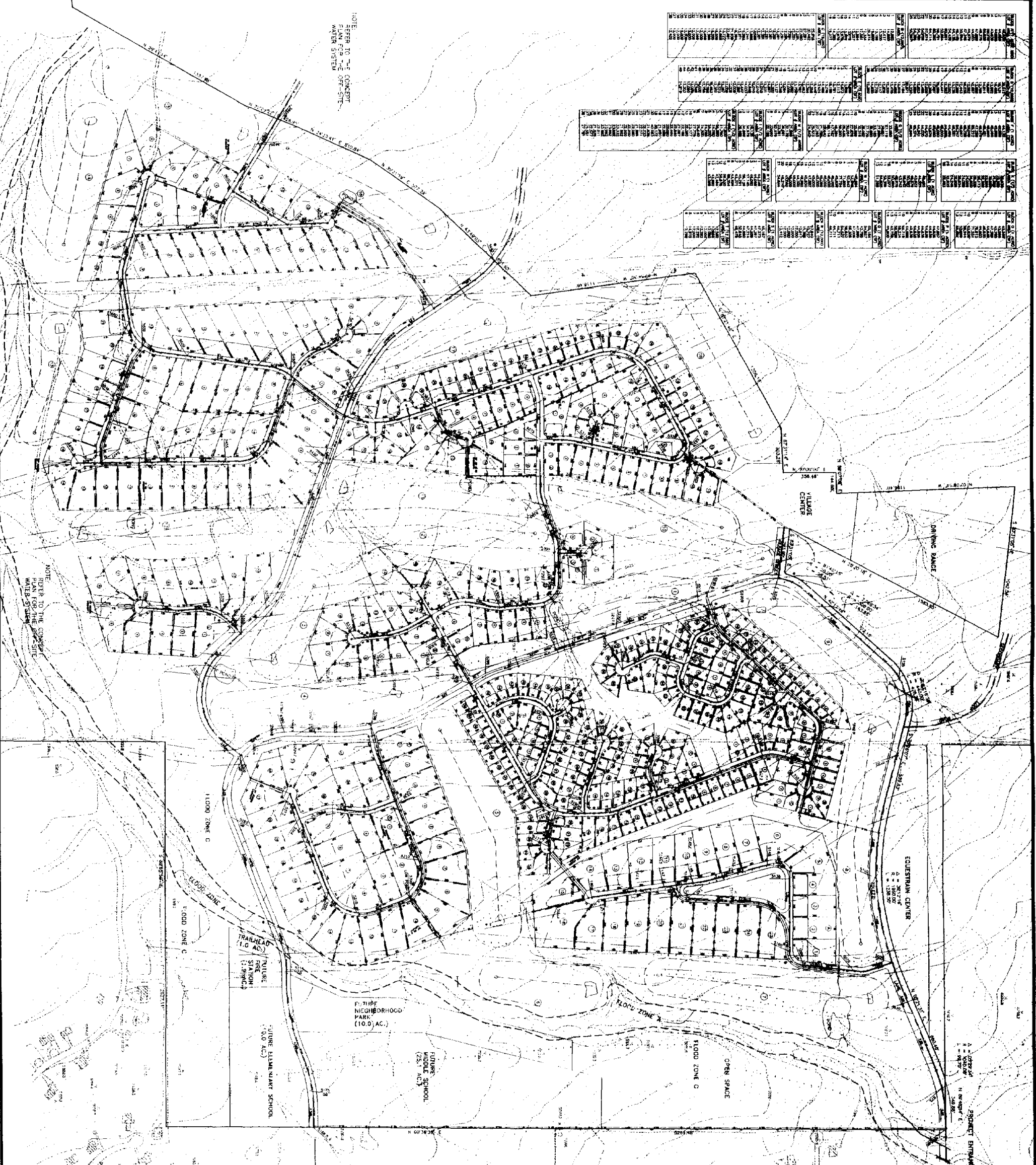
\* REDUCED TO 20 FEET WITH DETACHED OR SIDE ENTRY GARAGE

16. ALL STREETS TO BE PRIVATE UNLESS OTHERWISE NOTED.



**SWITCHING MAP**  
**SOUTHWEST POINTE**

**ofa**



NOTE:  
REFER TO THE CONCEPT  
SITE PLAN FOR THE  
WATER SYSTEM

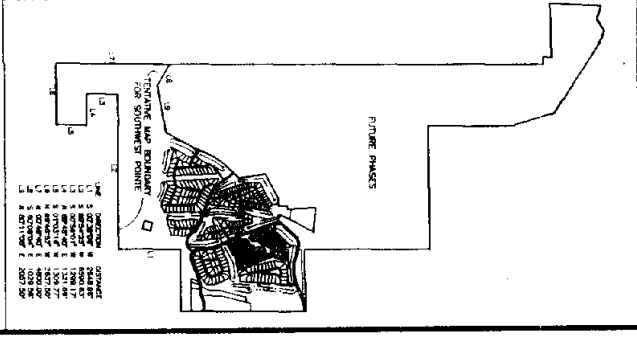
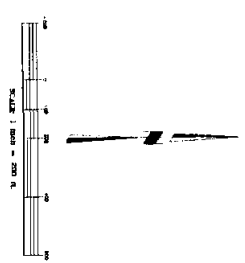
NOTE:  
REFER TO THE CONCEPT  
SITE PLAN FOR THE  
WATER SYSTEM

NO.	DESCRIPTION	AREA (SQ. FT.)	AREA (AC.)	PERCENT
1	RESIDENTIAL	1,200,000	27.27	75.00
2	COMMERCIAL	100,000	2.27	6.67
3	INDUSTRIAL	100,000	2.27	6.67
4	OFFICE	100,000	2.27	6.67
5	RETAIL	100,000	2.27	6.67
6	RESTAURANT	100,000	2.27	6.67
7	ENTERTAINMENT	100,000	2.27	6.67
8	RECREATION	100,000	2.27	6.67
9	OPEN SPACE	100,000	2.27	6.67
10	FLOOD ZONE A	100,000	2.27	6.67
11	FLOOD ZONE B	100,000	2.27	6.67
12	FLOOD ZONE C	100,000	2.27	6.67

**TERMINAL MAP**  
**SOUTHWEST POINT**

SCALE: 1" = 500'

**cfa** CONSULTING ENGINEERS & ARCHITECTS  
1500 COMMERCIAL BLVD., SUITE 2000  
DENVER, CO 80202  
TEL: 303.733.1111 FAX: 303.733.1111



EXISTING 40' EASEMENT

3500 FT. ± OF 80' 800' HALF STREET IMPROVEMENTS TO EXISTING TOLEZZI LANE

THOMAS CREEK ESTATES

EQUESTRIAN CENTER (4.0 AC.)

VILLAGE CENTER (1.0 AC.)

DINING SPACE (2.0 AC.)

FLOOD ZONE A

FLOOD ZONE B

FLOOD ZONE C

OPEN SPACE

FUTURE NEIGHBORHOOD PARK (10.0 AC.)

FUTURE MIDDLE SCHOOL (25.0 AC.)

FUTURE ELEMENTARY SCHOOL (10.0 AC.)

FUTURE FIRE STATION (1.5 AC.)

FUTURE TRAILHEAD (1.0 AC.)

WASHOE COUNTY  
DEPARTMENT OF DEVELOPMENT REVIEW  
SPECIAL USE PERMIT APPLICATION  
SUPPLEMENTAL INFORMATION

(ALL REQUIRED INFORMATION MAY BE SEPARATELY ATTACHED)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific reference to Special Use Permits may be found in Sections 110.810.00 through 110.810.75.

1. What is the type of project being requested?

Utility services - i.e., water storage tanks

2. What currently developed portions of the property or existing structures are going to be used with this permit?

None

3. What improvements (e.g., new structures, roadway improvements, utilities, sanitation, water supply, drainage, parking, signs, etc.) will have to be constructed or installed and what is the projected time frame for the completion of each?

Two or possibly three water tanks will be constructed for a total water storage requirement of 1.2-1.4 million gallons. The lower tank(s) will be located at an elevation of 5,710 feet and will have a storage requirement of 975,000-1.2 million gallons. To satisfy this requirement, one or two tanks with a height of 24 feet will be constructed. The remaining

4. What is the intended phasing schedule for the construction and completion of this project? \*

The lower tank(s) must be operational prior to construction of any homes. The upper tank must be operational prior to construction of any homes above 5,500 feet.

5. What physical characteristics of your location and/or premises are especially suited to deal with the impacts and the intensity of your proposed use?

The tanks will be located in a ravine to shield them from view as much as possible.

\*tank will be located at an elevation of 5,848 feet and will have a capacity of 200,000 gallons. The proposed location of these tanks is (June 12, 1993) shown on the concept plan and the tentative map. SUP-AP1.DOC

6. What are the anticipated beneficial impacts or effects your project will have on adjacent properties and the community?

The tanks are needed to meet Washoe County water storage and fire  
flow protection requirements.

7. What will you do to minimize the anticipated negative impacts or effects your project will have on adjacent properties?

The tanks will be located in a ravine. If necessary, landscaping  
will be installed to screen the tanks from view of adjacent  
properties.

8. What measures will you employ or what elements currently exist that will prevent the proposed use from resulting in significant damage or discrimination to other property in the vicinity?

There will be no significant damage resulting from this use. The  
tanks will be constructed in a ravine to screen them from view. If  
additional screening is necessary, landscaping will be installed.

9. How many improved parking spaces, both on-site and off-site, are available or will be provided? (Please indicate on site plan.)

No parking spaces are required for this use.

10. What types of landscaping (e.g., shrubs, trees, fencing, painting scheme, etc.) are proposed? (Please indicate location on site plan.)

The water tanks will be landscaped to the satisfaction of the  
Department of Development Review.

11. What type of signs and lighting will be provided? On a separate sheet, show a depiction (height, width, construction materials, colors, illumination methods, lighting intensity, base landscaping, etc.) of each sign and the typical lighting standards. (Please indicate location of signs and lights on site plan.)

No signs or lighting will be necessary.

12. Are there any deed restrictions, restrictive covenants, or recorded conditions that apply to the area subject to the abandonment request? YES \_\_\_\_\_ NO X If so, please attach a copy.

13. Utilities:

- a. Sewer Service NA
- b. Electrical Service \_\_\_\_\_
- c. Telephone Service NA
- d. LPG or Natural Gas Service NA
- e. Solid Waste Disposal Service NA
- f. Cable Television Service NA
- g. Water Service Washoe County

For most uses, the Washoe County Code, Chapter 110, Article 422 requires the dedication of water rights to Washoe County. Please indicate the type and quantity of water rights you have available should dedication be required:

- a. Permit # NA acre-feet per year \_\_\_\_\_
- b. Certificate # NA acre-feet per year \_\_\_\_\_
- c. Surface Claim # NA acre-feet per year \_\_\_\_\_
- d. Other, # NA acre-feet per year \_\_\_\_\_

Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources):

NA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

14. Community Services: (Provider and nearest facilities)

- a. Fire Station NA
- b. Health care facility NA
- c. Elementary School NA
- d. Middle School NA
- e. Parks NA
- f. Library NA
- g. Citifare bus stop NA



**WASHOE COUNTY  
DEPARTMENT OF DEVELOPMENT REVIEW  
SPECIAL USE PERMIT APPLICATION  
SUPPLEMENTAL INFORMATION**

(ALL REQUIRED INFORMATION MAY BE SEPARATELY ATTACHED)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific reference to Special Use Permits may be found in Sections 110.810.00 through 110.810.75.

1. What is the type of project being requested?  
Child care - either large-family daycare or child daycare  


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2. What currently developed portions of the property or existing structures are going to be used with this permit?  
None  


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3. What improvements (e.g., new structures, roadway improvements, utilities, sanitation, water supply, drainage, parking, signs, etc.) will have to be constructed or installed and what is the projected time frame for the completion of each?  
Daycare will be located in the village center. Utilities, roads, and other services will be extended to the village center with construction of the golf course.  


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4. What is the intended phasing schedule for the construction and completion of this project?  
Construction of a daycare center is dependent on whether or not there is an operator who identifies a need for such a facility. The developers of Southwest Pointe believe that a childcare facility would be desirable and, therefore, want to create an opportunity for a daycare operator to locate within the development.
5. What physical characteristics of your location and/or premises are especially suited to deal with the impacts and the intensity of your proposed use?  
The daycare center would be located within the village center, which is at the heart of the project. This is the ideal location for such a use.  


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6. What are the anticipated beneficial impacts or effects your project will have on adjacent properties and the community?

This use will offer a needed service to the residents in the surrounding community.

7. What will you do to minimize the anticipated negative impacts or effects your project will have on adjacent properties?

No negative impacts are anticipated.

8. What measures will you employ or what elements currently exist that will prevent the proposed use from resulting in significant damage or discrimination to other property in the vicinity?

This use will not result in significant damage to other property in the vicinity.

9. How many improved parking spaces, both on-site and off-site, are available or will be provided? (Please indicate on site plan.)

The daycare center will comply with Article 410 (parking and loading) of the Washoe County Development Code.

10. What types of landscaping (e.g., shrubs, trees, fencing, painting scheme, etc.) are proposed? (Please indicate location on site plan.)

The center will comply with the requirements of Article 412 (landscaping) of the Washoe County Development Code.

11. What type of signs and lighting will be provided? On a separate sheet, show a depiction (height, width, construction materials, colors, illumination methods, lighting intensity, base landscaping, etc.) of each sign and the typical lighting standards. (Please indicate location of signs and lights on site plan.)

Signs and lighting will be addressed in the final development agreement. The architecture, signs, lighting, landscaping etc., for the daycare center will be coordinated with the remainder of the village center.

12. Are there any deed restrictions, restrictive covenants, or recorded conditions that apply to the area subject to the abandonment request? YES  NO  If so, please attach a copy.

13. Utilities:

- a. Sewer Service Washoe County
- b. Electrical Service SPPCo
- c. Telephone Service Nevada Bell
- d. LPG or Natural Gas Service Westpac Utilities
- e. Solid Waste Disposal Service Reno Disposal Company
- f. Cable Television Service Continental Cablevision of Reno
- g. Water Service Washoe County

For most uses, the Washoe County Code, Chapter 110, Article 422 requires the dedication of water rights to Washoe County. Please indicate the type and quantity of water rights you have available should dedication be required:

- a. Permit # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- b. Certificate # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- c. Surface Claim # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- d. Other, # \_\_\_\_\_ acre-feet per year \_\_\_\_\_

Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources):

Sufficient water rights will be acquired and dedicated to Washoe  
County to serve the project.

14. Community Services: (Provider and nearest facilities)

- a. Fire Station Nevada Division of Forestry, Galena Station #2
- b. Health care facility Washoe Medical Center, St. Mary's Regional Medical Center
- c. Elementary School A new elementary school is scheduled to open in Fall 1995
- d. Middle School Pine Middle School
- e. Parks Thomas Creek and Saddlehorn Parks, South Valleys Regional Park
- f. Library Galena High School
- g. Citifare bus stop There is no Citifare service in the vicinity.

SPW9-12-93

WASHOE COUNTY  
DEPARTMENT OF DEVELOPMENT REVIEW  
SPECIAL USE PERMIT APPLICATION  
SUPPLEMENTAL INFORMATION

(ALL REQUIRED INFORMATION MAY BE SEPARATELY ATTACHED)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific reference to Special Use Permits may be found in Sections 110.810.00 through 110.810.75.

1. What is the type of project being requested?

Neighborhood commercial center.

Approximate square footage: 15,000 - 20,000 square feet.

2. What currently developed portions of the property or existing structures are going to be used with this permit?

None

3. What improvements (e.g., new structures, roadway improvements, utilities, sanitation, water supply, drainage, parking, signs, etc.) will have to be constructed or installed and what is the projected time frame for the completion of each?

The neighborhood commercial center will be located in the village center, which also includes the clubhouse and the daycare center.

Utilities and services will be extended to the village center with construction of the golf course.

4. What is the intended phasing schedule for the construction and completion of this project?

The neighborhood commercial center would probably not be constructed until late in Phase II or with Phase III because there would not be enough of a population base to support the center before that time.

5. What physical characteristics of your location and/or premises are especially suited to deal with the impacts and the intensity of your proposed use?

The village center is centrally located within the project. Since the center is being master planned within the community, there is ample opportunity to minimize any impacts. The village center will not impact any adjacent existing land uses because it is too far away from any such uses.

6. What are the anticipated beneficial impacts or effects your project will have on adjacent properties and the community?

The center will provide services that meet the needs of the immediate neighborhood, thereby, reducing automobile trips.

7. What will you do to minimize the anticipated negative impacts or effects your project will have on adjacent properties?

No negative impacts are anticipated. The village center has been master planned within the community; it is not an after-thought. Since this is a planned use, there is ample opportunity to intergrate it into the community.

8. What measures will you employ or what elements currently exist that will prevent the proposed use from resulting in significant damage or discrimination to other property in the vicinity?

For the reasons described previously, this use will not result in any significant damage to other property.

9. How many improved parking spaces, both on-site and off-site, are available or will be provided? (Please indicate on site plan.)

The neighborhood commercial center will comply with Article 410 (parking and loading) of the Washoe County Development Code.

10. What types of landscaping (e.g., shrubs, trees, fencing, painting scheme, etc.) are proposed? (Please indicate location on site plan.)

The center will comply with or exceed the requirements of Article 412 (landscaping) of the Washoe County Development Code. The final development agreement will include a preliminary landscape plan for the commercial center.

11. What type of signs and lighting will be provided? On a separate sheet, show a depiction (height, width, construction materials, colors, illumination methods, lighting intensity, base landscaping, etc.) of each sign and the typical lighting standards. (Please indicate location of signs and lights on site plan.)

Signs and lighting for the commercial center will be addressed in the final development agreement. The architecture, signs, lighting, etc. for all the uses in the village center will be coordinated.

12. Are there any deed restrictions, restrictive covenants, or recorded conditions that apply to the area subject to the abandonment request? YES \_\_\_\_\_ NO X If so, please attach a copy.

13. Utilities:

- a. Sewer Service Washoe County
- b. Electrical Service SPPCo
- c. Telephone Service Nevada Bell
- d. LPG or Natural Gas Service Westpac Utilities
- e. Solid Waste Disposal Service Reno Disposal Company
- f. Cable Television Service Continental Cablevision of Reno
- g. Water Service Washoe County

For most uses, the Washoe County Code, Chapter 110, Article 422 requires the dedication of water rights to Washoe County. Please indicate the type and quantity of water rights you have available should dedication be required:

- a. Permit # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- b. Certificate # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- c. Surface Claim # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- d. Other, # \_\_\_\_\_ acre-feet per year \_\_\_\_\_

Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources):

Sufficient water rights will be acquired and dedicated to Washoe  
County to serve the project.

14. Community Services: (Provider and nearest facilities)

- a. Fire Station Nevada Division of Forestry, Galena Station #2
- b. Health care facility Washoe Medical Center, St. Mary's Regional Medical Center
- c. Elementary School A new elementary school is scheduled to open in Fall 1995
- d. Middle School Pine Middle School
- e. Parks Thomas Creek and Saddlehorn Parks, South Valleys Regional Park
- f. Library Galena High School
- g. Citifare bus stop There is no Citifare service in the vicinity.

WASHOE COUNTY  
DEPARTMENT OF DEVELOPMENT REVIEW  
SPECIAL USE PERMIT APPLICATION  
SUPPLEMENTAL INFORMATION

(ALL REQUIRED INFORMATION MAY BE SEPARATELY ATTACHED)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific reference to Special Use Permits may be found in Sections 110.810.00 through 110.810.75.

1. What is the type of project being requested?

Commercial outdoor sports and recreation - i.e., golf courses, driving range, tennis courts, swimming pool, clubhouse.

2. What currently developed portions of the property or existing structures are going to be used with this permit?

None

3. What improvements (e.g., new structures, roadway improvements, utilities, sanitation, water supply, drainage, parking, signs, etc.) will have to be constructed or installed and what is the projected time frame for the completion of each?

An 18-hole golf course, driving range, and temporary clubhouse will be constructed with the initial phase of residential development.

The permanent clubhouse will be started after the golf course is operational.

4. What is the intended phasing schedule for the construction and completion of this project?

Phase II includes an additional 9 holes of golf and the remaining holes will be constructed with the third phase of development.

5. What physical characteristics of your location and/or premises are especially suited to deal with the impacts and the intensity of your proposed use?

This large property is ideally suited for a master-planned development of this type. The golf course has been integrated into the site plan and the clubhouse has been located near the center of the project.

All of these uses are located a considerable distance from any existing development.



6. What are the anticipated beneficial impacts or effects your project will have on adjacent properties and the community?

The golf courses and clubhouse, in conjunction with the planned residential development, will enhance the community's overall image and value.

7. What will you do to minimize the anticipated negative impacts or effects your project will have on adjacent properties?

No negative impacts are anticipated. These uses have been planned within the community; they have not been added as an after-thought. All of the proposed development is separated from adjacent subdivisions with open space buffers.

8. What measures will you employ or what elements currently exist that will prevent the proposed use from resulting in significant damage or discrimination to other property in the vicinity?

No significant damage to adjacent properties is anticipated.

9. How many improved parking spaces, both on-site and off-site, are available or will be provided? (Please indicate on site plan.)

These uses will comply with Article 410 (parking and loading) of the Washoe County Development Code.

10. What types of landscaping (e.g., shrubs, trees, fencing, painting scheme, etc.) are proposed? (Please indicate location on site plan.)

The clubhouse landscaping will comply with or exceed the requirements of Article 412 (landscaping) of the Washoe County Development Code. The final development agreement will include a preliminary landscape plan for the clubhouse.

11. What type of signs and lighting will be provided? On a separate sheet, show a depiction (height, width, construction materials, colors, illumination methods, lighting intensity, base landscaping, etc.) of each sign and the typical lighting standards. (Please indicate location of signs and lights on site plan.)

Signs and lighting for the clubhouse and village center will be addressed in the final development agreement. The architecture, signs, lighting, etc. for all of the uses in the village center will be coordinated.

12. Are there any deed restrictions, restrictive covenants, or recorded conditions that apply to the area subject to the abandonment request? YES  NO  If so, please attach a copy.

13. Utilities:

- a. Sewer Service Washoe County
- b. Electrical Service SPPCo
- c. Telephone Service Nevada Bell
- d. LPG or Natural Gas Service Westoac Utilities
- e. Solid Waste Disposal Service Reno Disposal Company
- f. Cable Television Service Continental Cablevision of Reno
- g. Water Service Washoe County

For most uses, the Washoe County Code, Chapter 110, Article 422 requires the dedication of water rights to Washoe County. Please indicate the type and quantity of water rights you have available should dedication be required:

- a. Permit # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- b. Certificate # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- c. Surface Claim # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- d. Other, # \_\_\_\_\_ acre-feet per year \_\_\_\_\_

Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources):

Sufficient water rights will be acquired and dedicated to Washoe  
County to serve the project.

14. Community Services: (Provider and nearest facilities)

- a. Fire Station Nevada Division of Forestry, Galena Station #2
- b. Health care facility Washoe Medical Center, St. Mary's Regional Medical Center
- c. Elementary School A new elementary school is scheduled to open in Fall 1995
- d. Middle School Pine Middle School
- e. Parks Thomas Creek and Saddlehorn Parks, South Valleys Regional Park
- f. Library Galena High School
- g. Citifare bus stop There is no Citifare service in the vicinity.

WASHOE COUNTY  
DEPARTMENT OF DEVELOPMENT REVIEW  
ADMINISTRATIVE PERMIT APPLICATION  
SUPPLEMENTAL INFORMATION

(ALL REQUIRED INFORMATION MAY BE SEPARATELY ATTACHED)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific reference to Administrative Permits may be found in Sections 110.808.00 through 110.808.75.

1. What is the type of project being requested?  
Commercial stables (i.e., equestrian center)  
\_\_\_\_\_  
\_\_\_\_\_
  
2. What currently developed portions of the property or existing structures are going to be used with this permit?  
None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. What improvements (e.g., new structures, roadway improvements, utilities, sanitation, water supply, drainage, parking, signs, etc.) will have to be constructed or installed and what is the projected time frame for the completion of each?  
The equestrian center is located in the second phase of the project.  
It may include boarding, riding facilities, and riding instruction.  
\_\_\_\_\_  
\_\_\_\_\_
  
4. What is the intended phasing schedule for the construction and completion of this project?  
The equestrian center is planned as part of Phase II.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
5. What physical characteristics of your location and/or premises are especially suited to deal with the impacts and the intensity of your proposed use?  
The equestrian center is located near the project entrance and  
connects to the proposed trail system.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. What are the anticipated beneficial impacts or effects your project will have on adjacent properties and the community?

The equestrian center will be an amenity to the project.

7. What will you do to minimize the anticipated negative impacts or effects your project will have on adjacent properties?

No negative impacts are anticipated. There is an open space buffer between the equestrian center and the TMS property to the north.

8. What measures will you employ or what elements currently exist that will prevent the proposed use from resulting in significant damage or discrimination to other property in the vicinity?

No significant damage is anticipated.

9. How many improved parking spaces, both on-site and off-site, are available or will be provided? (Please indicate on site plan.)

The equestrian center will comply with Article 410 (parking and loading) of the Washoe County Development Code.

10. What types of landscaping (e.g., shrubs, trees, fencing, painting scheme, etc.) are proposed? (Please indicate location on site plan.)

The equestrian center will comply with Article 412 (landscaping) of the Washoe County Development Code. The final development agreement will include a preliminary landscape plan for the equestrian center.

11. What type of signs and lighting will be provided? On a separate sheet, show a depiction (height, width, construction materials, colors, illumination methods, lighting intensity, base landscaping, etc.) of each sign and the typical lighting standards. (Please indicate location of signs and lights on site plan.)

Signs and lighting will be addressed in the final development agreement. The architecture, signs, lighting, etc. will be coordinated with the remainder of the development.

12. Are there any deed restrictions, restrictive covenants, or recorded conditions that apply to the area subject to the abandonment request? YES \_\_\_\_\_ NO X If so, please attach a copy.

13. Utilities:

- a. Sewer Service Washoe County
- b. Electrical Service SPPCo
- c. Telephone Service Nevada Bell
- d. LPG or Natural Gas Service Westpac Utilities
- e. Solid Waste Disposal Service Reno Disposal Company
- f. Cable Television Service Continental Cablevision of Reno
- g. Water Service Washoe County

For most uses, the Washoe County Code, Chapter 110, Article 422 requires the dedication of water rights to Washoe County. Please indicate the type and quantity of water rights you have available should dedication be required:

- a. Permit # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- b. Certificate # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- c. Surface Claim # \_\_\_\_\_ acre-feet per year \_\_\_\_\_
- d. Other, # \_\_\_\_\_ acre-feet per year \_\_\_\_\_

Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources):

Sufficient water rights will be acquired and dedicated to Washoe  
County to serve the project.  
\_\_\_\_\_  
\_\_\_\_\_

14. Community Services: (Provider and nearest facilities)

- a. Fire Station Nevada Division of Forestry, Galena Station #2
- b. Health care facility Washoe Medical Center, St. Mary's Regional Medical Center
- c. Elementary School A new elementary school is scheduled to open in Fall 1995
- d. Middle School Pine Middle School
- e. Parks Thomas Creek and Saddlehorn Parks, South Valleys Regional Park
- f. Library Galena High School
- g. Citifare bus stop There is no Citifare service in the vicinity.



GARY S. SIMPSON  
**WASHOE COUNTY TREASURER**

EX-OFFICIO TREASURER OF THE CITY OF RENO  
 1001 E. 9th STREET • POST OFFICE BOX 30039  
 RENO, NEVADA 89520-3039  
 TELEPHONE 328-2510

MICHAEL R. PETTINARI  
 CHIEF DEPUTY TREASURER

NORMA BIVENS  
 ASSISTANT CHIEF DEPUTY TREASURER

LISA MITCHELL  
 DEPUTY TREASURER

LAURA DeMARANVILLE  
 DEPUTY TREASURER

JUDY MACMILLAN  
 DEPUTY TREASURER

NANCY PAYNE  
 DEPUTY TREASURER

KATHY BRAUER  
 DEPUTY TREASURER

Date: July 30, 1993

Requested by: Brita Trygvi

TO WHOM IT MAY CONCERN:

Once this office has issued a receipt for payment of property taxes, we may not issue a duplicate receipt in the event that the original is lost or misplaced.

According to our records, we show that the taxes were paid as follows:

Fiscal Tax Year	<u>92-93</u>	
Parcel #	<u>041-030-12</u>	
Paid in Full	_____	Date Paid _____
First Quarter	<u>\$1,235.35</u>	Date Paid <u>08/19/92</u>
Second Quarter	<u>767.00</u>	Date Paid <u>10/08/92</u>
Third Quarter	<u>767.00</u>	Date Paid <u>01/06/93</u>
Fourth Quarter	<u>767.00</u>	Date Paid <u>03/02/93</u>
Total Paid	<u>\$3,536.35</u>	

GARY S. SIMPSON  
 Washoe County Treasurer &  
 Ex-Officio Tax Receiver

  
 Deputy

lc



GARY S. SIMPSON  
**WASHOE COUNTY TREASURER**

EX-OFFICIO TREASURER OF THE CITY OF RENO  
1001 E. 9th STREET • POST OFFICE BOX 30039  
RENO, NEVADA 89520-3039  
TELEPHONE 328-2510

MICHAEL R. PETTINARI  
CHIEF DEPUTY TREASURER  
  
NORMA BIVENS  
ASSISTANT CHIEF DEPUTY TREASURER  
  
LISA MITCHELL  
DEPUTY TREASURER  
  
LAURA DeMARANVILLE  
DEPUTY TREASURER  
  
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DEPUTY TREASURER  
  
NANCY PAYNE  
DEPUTY TREASURER  
  
KATHY BRAUER  
DEPUTY TREASURER

Date: July 30, 1993

Requested by: Brita Trygvi

TO WHOM IT MAY CONCERN:

Once this office has issued a receipt for payment of property taxes, we may not issue a duplicate receipt in the event that the original is lost or misplaced.

According to our records, we show that the taxes were paid as follows:

Fiscal Tax Year	<u>92-93</u>	
Parcel #	<u>049-010-10</u>	
Paid in Full	_____	Date Paid _____
First Quarter	<u>\$ 4,780.38</u>	Date Paid <u>08/19/92</u>
Second Quarter	<u>2,966.00</u>	Date Paid <u>10/08/92</u>
Third Quarter	<u>2,966.00</u>	Date Paid <u>01/06/93</u>
Fourth Quarter	<u>2,966.00</u>	Date Paid <u>03/02/93</u>
Total Paid	<u>\$13,678.38</u>	

GARY S. SIMPSON  
Washoe County Treasurer &  
Ex-Officio Tax Receiver

By *Laura DeMaranville*  
Deputy

lc





## LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, described as follows:

### Parcel 1

T. 18 N., R. 19 E., MDB&M

Section 3: The south half

Excepting therefrom that portion thereof conveyed to Caleb Van Husen Whitbeck by Deed recorded in Book 86, Page 247, Deed Records.

Section 10: All

Excepting therefrom that portion thereof conveyed to Caleb Van Husen Whitbeck by Deed recorded in Book 86, Page 247, Deed records.

Further excepting therefrom those portions conveyed to the United States of America by Deed recorded October 23, 1984, in Book 2084, Page 80, as Document No. 957829, Official Records.

### Parcel 2

T. 18 N., R. 19 E., MDB&M

Section 14: All

Section 15: The east half

Section 22: The east half

Section 23: All

Section 24: The west half

Section 26: The north half

Excepting therefrom that portion conveyed to the County of Washoe, a political subdivision, by Deed recorded April 29, 1988, in Book 2728, Page 395, as Document No. 1242873, Official Records.

Section 27: The northeast quarter; the west half of the southeast quarter; the southeast quarter of the southeast quarter.

Containing 3,272 acres, more or less.

LEGAL DESCRIPTION  
FOR  
PHASE I TENTATIVE MAP

A parcel of land situate within portions of Sections 14, 23, 24, 26, and 27, T. 18 N., R. 19 E., MDM; more particularly described as follows:

Beginning at the north quarter corner of said Section 24;  
thence along the north-south centerline of said Section 24, S 00°36'39" W, 5261.48 feet to the south quarter corner of said Section 24;  
thence along the south line of said Section 24, N 89°55'59" W, 2627.11 feet to the southwest corner of said Section 24;  
thence along the east line of said Section 26, S 00°39'06" W, 2648.96 feet to the east quarter corner of said Section 26;  
thence along the east-west centerline of Section 26, N 89°56'30" W, 5266.22 feet to the west quarter corner of said Section 26;  
thence along the east-west centerline of Section 27, S 89°18'19" W, 1324.70 feet to the northwest corner of the northeast quarter of the southeast quarter of said Section 27;  
thence along the west line of said northeast quarter of the southeast quarter of Section 27, S 00°56'01" W, 1299.17 feet to the southwest corner of said northeast quarter of the southeast quarter of Section 27;  
thence along the south line of said northeast quarter of the southeast quarter of Section 27, N 89°45'40" E, 1321.69 feet to the southeast corner of said northeast quarter of the southeast quarter of Section 27;  
thence along the east line of said Section 27, S 01°03'16" W, 1309.77 feet to the southeast corner of said Section 27;  
thence along the south line of said Section 27, N 89°46'52" W, 2637.50 feet to the south quarter corner of said Section 27;  
thence along the north-south line of said Section 27, N 00°48'40" E, 4800.00 feet;  
thence S 60°08'04" E, 1029.56 feet;  
thence N 80°11'08" E, 2057.50 feet;  
thence N 29°43'14" E, 1337.68 feet;  
thence N 22°29'22" E, 426.95 feet;  
thence N 24°23'41" E, 510.84 feet;  
thence N 35°21'19" E, 577.29 feet;  
thence N 43°49'05" E, 851.63 feet;  
thence N 07°54'30" W, 1116.46 feet;  
thence N 61°21'48" E, 1206.19 feet;  
thence N 87°31'14" E, 303.28 feet;  
thence N 00°00'00" E, 356.49 feet;  
thence N 89°07'08" E, 144.88 feet;  
thence N 02°08'59" W, 1196.40 feet;  
thence S 83°31'05" E, 1042.54 feet;  
thence S 28°20'18" W, 1583.85 feet;  
thence S 83°31'05" E, 293.90 feet;  
thence along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 81°40'15", a distance of 28.51 feet;  
thence along the arc of a tangent 300.00 foot radius curve to the right through a central angle of 27°28'34", a distance of 143.86 feet;  
thence N 42°17'14" E, 772.18 feet;  
thence along the arc of a tangent 440.00 foot radius curve to the right through a central angle of 62°16'39", a distance of 478.26 feet;  
thence S 75°26'07" E, 529.63 feet;  
thence along the arc of a tangent 1960.00 foot radius curve to the left through a central angle of 36°12'16", a distance of 1238.50 feet;  
thence N 68°21'38" E, 660.48 feet;  
thence along the arc of a tangent 1040.00 foot radius curve to the right through a central angle of 05°29'34", a distance of 99.70 feet to a point on the north line of said Section 24;  
thence along the north line of said Section 24, N 89°48'54" E, 349.88 feet to the point of beginning.

Containing 1230.33 acres of land, more or less.

# FIRST AMERICAN TITLE COMPANY OF NEVADA

241 Ridge Street (P.O. Box 531) Reno, Nevada 89504 (702)688-4848

## *Preliminary Report*

March 31, 1993

Your No.:

Our Order No.: 167821SL AP # 041-030-12,049-010-04, 10

Form of Policy Coverage Requested:

In response to the above referenced application for a policy of title insurance, this Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy of Title Insurance in the form specified above, the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy form.

This report (and supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 16, 1993 at 8:30 a.m.



*R.M. Stark, Title Officer*

Title to said estate or interest at the date hereof is vested in:

BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G. BREWERTON, KENNETH G. WALKER and GERALD C. SMITH as Trustees under the provisions of that certain Revocable Trust Agreement dated May 21, 1980

The estate or interest in the land hereafter described or referred to covered by this report is:

A FEE

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. Any liens which may be or may become due the Truckee Meadows General Improvement District by reason of the location of said land within the boundaries of said District and any use of the services provided thereby. Specific amounts may be obtained by calling the Washoe County Public Works Department, Utility Division at (702) 785-4743.
2. Right of way for any existing roads, trails, canals, ditches, drain ditches, pipe, pole or transmission lines traversing said lands.
3. Any right of way for Evans Creek and any and all tributaries of said Evans Creek, and any and all drain ditches traversing said property which would be disclosed and located by an accurate survey.  
(Affects Parcel 1)
4. Any right of way for Thomas Creek and any and all tributaries of said Thomas Creek, and any and all drain ditches traversing said property which would be disclosed and located by an accurate survey.  
(Affects Parcel 2)
5. A right of way granted to Bell Telephone Company of Nevada, a corporation, and Sierra Pacific Power Company, a corporation, for public utility purposes and all rights in connection therewith and over property as set forth in instrument recorded November 28, 1973, in Book 780, Page 401, Document No. 309541, Official Records.  
(Affects Parcel 2)
6. Easement over a portion of said land, for public utility purposes, and all rights and reservations connected therewith, as granted to Bell Telephone Company of Nevada, by instrument recorded July 3, 1976, in Book 987, Page 901, Document No. 415899, Official Records.  
(Affects Parcel 2)
7. First Right of Refusal to purchase was granted to MAXIT FINANCIAL CORPORATION, by Document No. 581011, in Book 1337, Page 382, Official Records, Washoe County, Nevada.  
(Affects Parcel 2)  
  
A partial assignment of said First Right of Refusal to purchase was recorded on December 7, 1978, as Document No. 575173, in Book 1347, Page 335, Official Records, Washoe County, Nevada.
8. An easement for ingress and egress 50 feet in width as granted to Merle Winburn and Marlene Ruth Winburn, husband and wife, recorded November 24, 1980 in Book 1572, Page 540, Document No. 708260, Official Records.  
(Affects Parcel 2)

(CONTINUED ON NEXT PAGE)

9. A 30 foot access and waterline easement and right of way and incidentals thereto, as granted to the COUNTY OF WASHOE, a political subdivision of the State of Nevada, by Grant of Easement dated March 31, 1988, recorded April 29, 1988 in Book 2728, Page 390, as Document No. 1242872, Official Records.  
(Affects Parcel 2)
10. A 30 foot access and waterline easement and right of way and incidentals thereto, as granted to the COUNTY OF WASHOE, a political subdivision of the State of Nevada, by Grant of Easement dated March 31, 1988, recorded April 29, 1988, in Book 2728, Page 400, as Document No. 1242874, Official Records.  
(Affects Parcel 2)
11. An easement and right of way, to construct, operate and maintain, overhead electric distribution facilities and all rights incidental thereto, as granted to Sierra Pacific Power Company, a Nevada corporation, by Grant of Easement dated November 22, 1988, recorded January 31, 1989, in Book 2860, Page 866, as Document No. 1302260, Official Records.  
(Affects Parcel 2)
12. An easement and right of way to construct, operate and maintain underground electric distribution facilities and all rights incidental thereto, as granted to Sierra Pacific Power Company, a Nevada corporation, by Grant of Easement dated February 17, 1989, recorded March 23, 1989 in Book 2882, Page 917, as Document No. 1312355, Official Records.  
(Affects Parcel 2)
13. Notice of Claim of Easement and incidental purposes as disclosed by an instrument recorded September 23, 1992 in Book 3570, Page 985 as Document No. 1607389, Official Records.  
(Reference is made to said document for full particulars)
14. Notice of Claim of Easement and incidental purposes as disclosed by an instrument recorded September 23, 1992 in Book 3571, Page 1, as Document No. 1607392, of Official Records.  
(Reference is made to said document for full particulars)
15. Prior to the issuance of any Policy of Title Insurance this office will require a full copy of the Trust referred to in the vesting herein and any amendments thereto for our review.

DESCRIPTION: SEE ATTACHED

NOTE: Taxes for the fiscal year 1992-1993, including any secured personal property tax, have been paid in full.  
AP # 041-030-12  
Total \$3,536.35  
(Affects Parcel 1)

(CONTINUED ON NEXT PAGE)

NOTE: Taxes for the fiscal year 1992-1993, including any secured personal property tax, have been paid in full.  
AP # 049-010-04  
Total \$791.73  
(Affects a portion of Parcel 2)

NOTE: Taxes for the fiscal year 1992-1993, including any secured personal property tax, have been paid in full.  
AP # 049-010-10  
Total \$13,678.38  
(Affects a portion of Parcel 2)

NOTE: This report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this report or a resulting title policy for such rights or ownership.



DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, described as follows:

PARCEL 1:

TOWNSHIP 18 NORTH, RANGE 19 EAST, M.D.B.&M.

Section 3: The South half.

EXCEPTING THEREFROM that portion thereof conveyed to Caleb Van Husen Whitbeck by Deed recorded in Book 86, Page 247, Deed Records.

Section 10: All.

EXCEPTING THEREFROM that portion thereof conveyed to Caleb Van Husen Whitbeck by Deed recorded in Book 86, Page 247, Deed Records.

FURTHER EXCEPTING THEREFROM those portions conveyed to the United States of America by Deed recorded October 23, 1984 in Book 2084, Page 80, as Document No. 957829, Official Records.

PARCEL 2:

TOWNSHIP 18 NORTH, RANGE 19 EAST, M.D.B.&M.

Section 14: All.

Section 15: The East half.

Section 22: The East half.

Section 23: All.

Section 24: The West half.

Section 26: The North half.

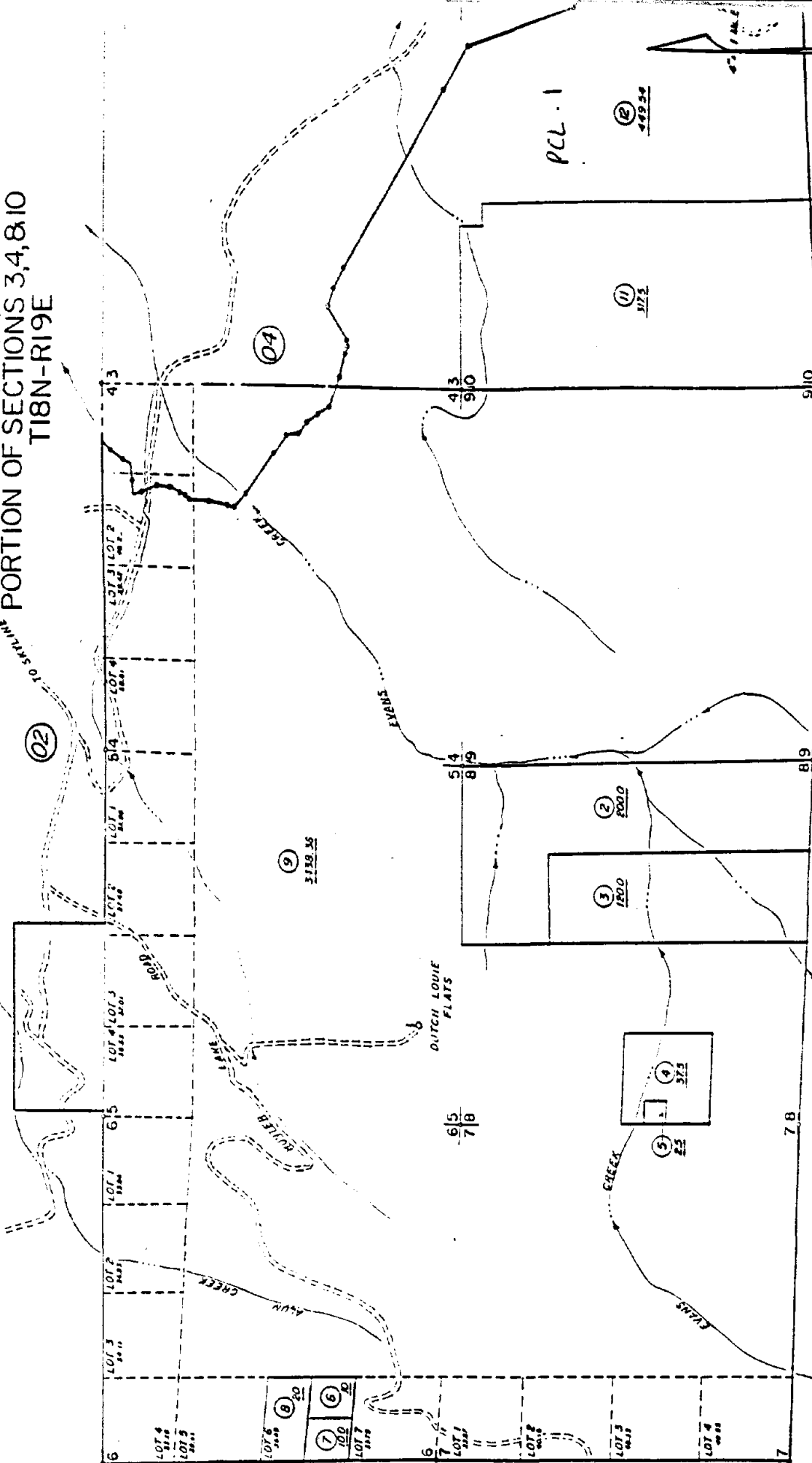
EXCEPTING THEREFROM that portion conveyed to the County of Washoe, a political subdivision, by Deed recorded April 29, 1988 in Book 2728, Page 395, as Document No. 1242873, Official Records.

Section 27: The Northeast quarter; the West half of the Southeast quarter; the Southeast quarter of the Southeast quarter.

This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcels or parcels depicted hereon. No warranty is made by the Assessor as to the accuracy of the information shown hereon which may result from reliance upon this map.

41-03

SECTIONS 5,6,7,8,8,9  
PORTION OF SECTIONS 3,4,8,10  
T18N-R19E



Assessor's Map County of Washoe, Nev.  
NOTE - ASSASSOR'S BLOCK NUMBERS SHOWN IN ELLIPSES  
ASSASSOR'S PARCEL NUMBERS SHOWN IN CIRCLES

BOOK 45

50-71  
REVISED  
9/77  
1/65

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

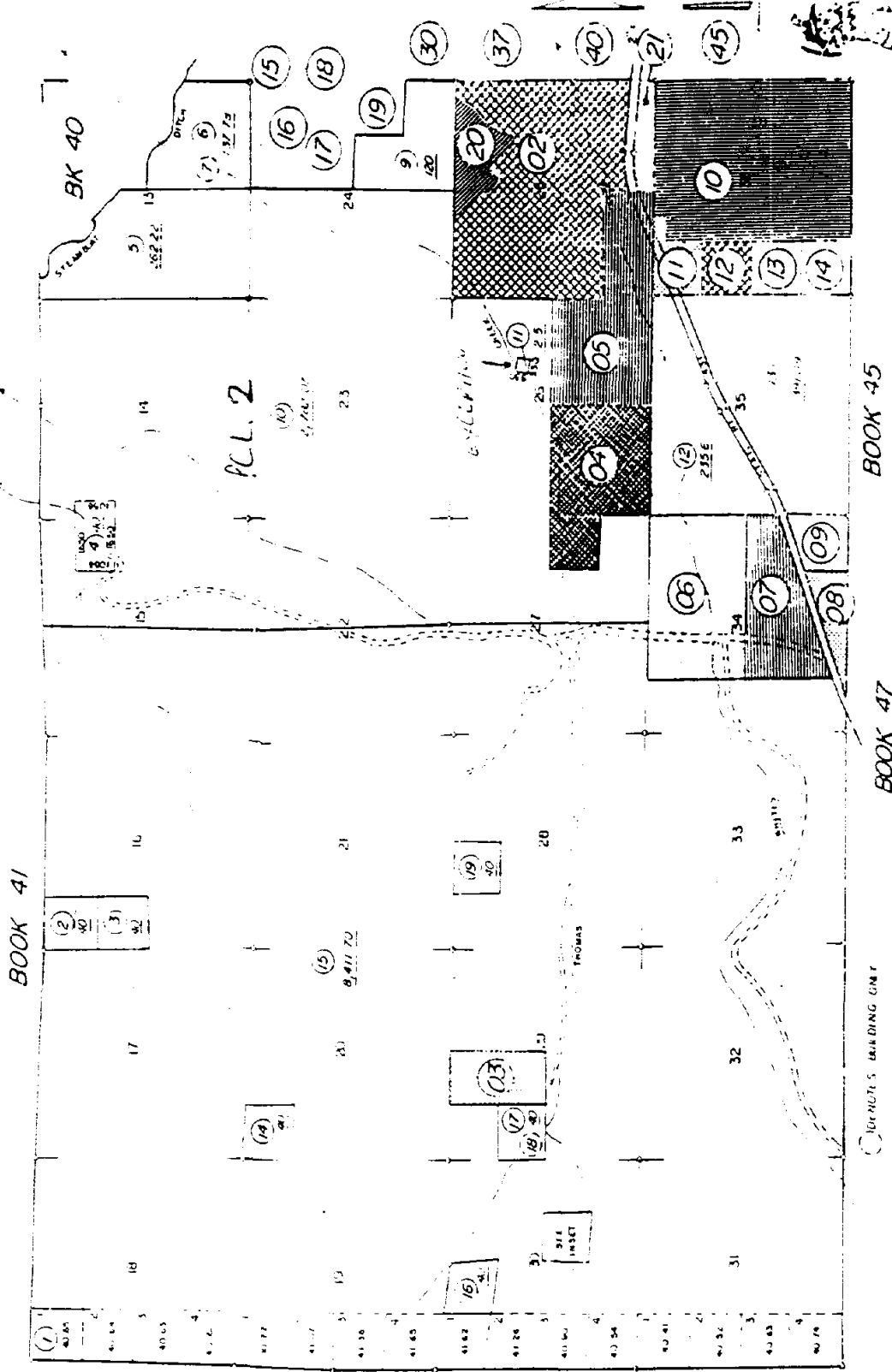
BK 48

A-42

This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

PORTION OF N<sup>2</sup> - T18N - R19E  
 PORTION OF S<sup>2</sup> - T18N - R19E

49-01



BOOK 41  
 BOOK 48  
 BOOK 45  
 BOOK 47

ASSESSOR'S MAP COUNTY OF WASHOE, NEVADA

## TENTATIVE SUBDIVISION MAP DRAWING REQUIREMENTS

THE FOLLOWING INFORMATION MUST BE SHOWN ON THE TENTATIVE MAP AND/OR ACCOMPANYING DRAWINGS. THE ATTACHED "DESIGN REQUIREMENTS" OF ARTICLE 604 OF THE DEVELOPMENT CODE MUST BE FOLLOWED.

- X   1. All tentative maps submitted to the County shall be prepared by, or under the supervision of a Nevada Registered Civil Engineer or Land Surveyor, and shall be stamped with appropriate seals.
- X   2. Map to be drawn on 24" x 36" or 30" x 42" sheets using standard engineering scales (minimum scale 1" = 100').
- X   3. Property boundary lines, distances and bearings.
- X   4. Contours at five foot intervals or two foot intervals where, in the opinion of the County Engineer or the director of the Department of Development Review, topography is a major factor in the subdivision design.
- X   5. Indication of prominent landmarks, areas of unique natural beauty, rock outcroppings, vistas and natural foliage which will be deciding considerations in the design of the subdivision. Plans shall call for maximum retention of such features.
- X   6. The width of right-of-way, proposed name and approximate grade of each highway, street, alley or public way within the proposed subdivisions and approximate radius of all curves and diameter of each cul-de-sac. Cuts increasing any portion of the slope to a ratio greater than two horizontal to one vertical, for parking areas, roads or other purposes, shall be controlled by a retaining wall or other acceptable method, and shall be designed on the map.
- X   7. Dimensions of each lot and area of each non-rectangular lot.

DRAWING REQUIREMENTS *(continued next page)*

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**All plans must be folded to an 8 1/2" x 11" size.**

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STAFF RESERVES THE RIGHT TO RETURN ANY INCOMPLETE PACKET TO THE APPLICANT AND TO RESCHEDULE THE APPLICATION UPON RESUBMITTAL. NO APPLICATION WILL BE DEEMED ACCEPTED UNTIL ALL INFORMATION IS RECEIVED.

DRAWING REQUIREMENTS (continued)

- X   8. All blocks shall be numbered and block numbers shall be consecutive and shall begin with the number "1" or the letter "A". Lot numbers shall be consecutive within each block, beginning with the number "1" or the letter "A". No lot shall be divided by City-County boundary lines. In all cases where practical, the side lot lines shall be at approximate right angles to the street upon which they front.
- X   9. The setback distance or that distance between the right-of-way within the subdivision shall be designated on the map.
- X   10. The width and approximate location of all existing or proposed easements, whether public or private, for roads, drainage, sewers, irrigation or public utility purposes.
- X   11. Location and size of any land to be reserved or dedicated for parks, recreation areas, common open space areas, schools or other public uses.
- X   12. If any portion of the land within the boundary of the subdivision is subject to inundation or storm water overflow, as shown on the adopted Federal Emergency Management Agency's Flood Boundary and Floodway Maps, that fact and the land so affected shall be clearly shown on the map by a prominent note on each sheet. Information indicating the 100 year flood elevation (if septic tanks are proposed, should reflect FEMA requirements included in the County Flood Plain Management Ordinance) shall be clearly indicated, as well as width and direction of flow of each water course within the boundaries of the subdivision.
- NA   13. The location and outline to scale of each existing building or structure which is not to be moved in the development.
- X   14. Existing roads, trails or rights-of-way within the subdivision shall be designated on the map. Topography and existing developments within 300 feet must be also shown on the map.
- X   15. Vicinity map showing the proposed subdivision in relation to the surrounding area.

DRAWING REQUIREMENTS (continued next page)

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DRAWING REQUIREMENTS (continued)

- X   16. Name and address of the landowner, developer, planner, architect, landscape architect.
- X   17. Name and address of the surveyor or engineer who prepared the map.
- X   18. Date, north point, scale and number of sheet in relation to the total number of sheets.
- X   19. Design of public and private streets, rights-of-way and driveways shall be such that emergency access by fire fighting vehicles is practicable. Emergency fire trails shall be utilized when appropriate and shall be so designed on the map.
- NA  20. Location of snow storage areas sufficient to handle snow removed from public and private street, if applicable.
- X   21. All known areas of potential hazard, including but not limited to, earth slide areas, avalanche areas or otherwise hazardous slopes, shall be clearly designated on the map and shall pose no threat to the proposed development, occupants or improvements. Additionally, active fault lines (post-Holocene) shall be delineated on the map.
- X   25. The following additional requirements shall apply to common open space developments:
- X   (a) The building envelopes for residential structures. If the proposal involves a single family subdivision, typical building envelopes can be submitted.
- NA  (b) Location of all off-street parking areas, garages, carports and trash enclosures.
- X   (c) Location of all non-residential uses.
- NA  26. Tentative maps in the Spanish Springs Planning Area shall delineate an open space/scenic view buffer on the parcels adjoining all arterial rights-of-way. The buffer shall at least 25 feet wide as measured in from the street edge property line. The tentative map shall note that no fences, walls, or structures shall be permitted in the buffer areas.
- X   27. Location of areas with slopes greater than 15%.
- X   28. Boundary of any wetland areas within the project site.

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**TENTATIVE SUBDIVISION MAP**  
**MATERIALS REQUIRED FOR SUBMITTAL**

- X   1. **APPLICATION FEE:** For proposed subdivisions containing under 200 lots, utilize the fee schedule below. For proposed subdivisions containing 200 or more lots, please call 328-6100 for fee information.
- With community sewer and water  
\$780.00 plus \$10.00/lot.
- Without community sewer or community water  
\$885.00 plus \$10.00/lot
- Make check payable to Washoe County.**
- X   2. Thirty-five (35) packets containing the Application Cover Sheet, and the Supplemental Information sheet and tentative map. (See attached tentative map drawing requirements.)
- X   3. Thirty-five (35) copies of tentative map reduced to 8 1/2" x 11".
- X   4. Thirty-five (35) copies of a Traffic Report, if the subdivision will generate 80 or more peak hour trips (See attached Traffic Report Guidelines).

*Please make thirty-five (35) separate packets for the information required for Items 2 through 4 and secure each packet with a large rubber band or within an envelope or binder.*

MATERIALS *(continued next page)*

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MATERIALS (continued)

\_\_\_\_\_ 5. One of the thirty-five (35) packets must be marked "Original" and must include the following additional documents:

- X   a. The Owner(s) Affidavit(s).
- X   b. The check for the tentative map fee.
- X   c. A check for the Nevada Division of Environmental Protection (\$100 base fee plus \$1 per lot)
- X   d. A check for the Nevada Division of Water Resources (\$150 base fee plus \$1 per lot)
- X   e. A preliminary title report prepared within the last 30 days by a title company which provides the following information:
  - Name and address of property owners
  - Legal description of property
  - Description of all easements and/or restrictive covenants
  - Description of all liens against property
- X   f. A tax certificate from the Washoe County Treasurer
- NA   g. Two (2) copies of all survey computations. Not required per conversation with Dave Price W.C. Public Works Dept.
- X   h. A map showing all structures presently located on the property and their distances from the proposed property lines and each other. Please indicate existing septic, leachfield, well locations, or other important features.
- X   i. One color 35mm slide of the tentative map
- NA   j. A completed "Request to Reserve New Street Name" form (attached). Please print all street names on the tentative map. Note whether they are existing or proposed. Per the approval of Bob Katai, a request to reserve street names has not been submitted at this time.
- X   k. One copy of a proposed plan indicating potential development of the entire area if the tentative map is a portion of a larger holding or proposed development.
- X   l. If the subject property is in an area identified by the Department of Comprehensive Planning as potentially containing wetlands, submit a Preliminary Wetlands Determination.
- NA   m. If a mobile home park is within 300 feet of the project, submit three (3) sets of mailing labels for all tenants of the park.

MATERIALS (continued next page)

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**All plans must be folded to an 8 1/2" x 11" size.**

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MATERIALS (continued)

The following additional information is required to be collated into six (6) separate packets and shall be marked "SECONDARY INFORMATION".

- X   6. Six (6) copies of a preliminary geotechnical report prepared by a Nevada registered civil engineer, including soils characteristics sufficient for use in tentative structural design, i.e. street sections, building pads, etc.
- X   7. Six (6) copies of a preliminary grading, drainage, and erosion control plan for the entire project, prepared by a Nevada registered civil engineer, showing existing contours at maximum five foot intervals, approximate street grades, proposed surface drainage, approximate extent of cut and fill slopes, approximate building envelopes and all pad elevations sufficient to convey the impact of grading.
- X   8. Six (6) copies of a hydrological report including such conditions as ground water or seepage conditions, and location of wells and springs, to be prepared by a qualified civil engineer registered with the State of Nevada.
- NA   9. Six (6) copies of a tree preservation and protection plan, where applicable, shall be made a part of the tentative plat with indication thereon of those trees proposed to be removed, those to remain and where new trees are to be planted.
- X   10. Six (6) copies of a proposed phasing plan depicting the number of lots to be recorded per phase. This phasing plan must be coordinated with the project's approved Determination of Adequate Facilities.
- NA   11. Six (6) copies of a Solid Waste Management Plan. Based on a conversation with Doug Coulter W.C. District Health Dept. a solid waste Management Plan has not been submitted at this time.
- NA   12. If the subject property is adjacent to an arterial roadway, submit six (6) copies of a preliminary landscape plan for the area along the roadway. The plans shall comply with the provisions of Article 412 of the Development Code.

MATERIALS (continued next page)

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MATERIALS (continued)

- X   13. The following additional material is required for Common Open Space Developments (Article 408 of the Development Code):
- X   h. Six (6) copies of a viewshed analysis.
  - NA   a. \* Six (6) copies of the proposed conditions, covenants, and restrictions.
  - X   b. Six (6) copies of the site analysis prepared in accordance with Section 110.408.30.
  - NA   c. \* Six (6) copies of the preliminary landscaping plan for the project.

\*Items 13a and 13c are not required per conversation with Mike Harper and Bob Katai.

*The Design Review Committee will be requested to review the design of your subdivision prior to Planning Commission action. The applicant is urged, but not required to submit six (6) copies of a preliminary landscaping/design with this application. For single family subdivisions, this plan shall cover landscaping and maintenance plans for wall, fences, and landscape strips along collectors and arterials. For multifamily developments, the plans shall reflect the provisions of Section 110.412.35.*

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**All plans must be folded to an 8 1/2" x 11" size.**

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## SPECIAL USE PERMIT

### MATERIALS REQUIRED FOR SUBMITTAL

1. FEE: Residential, Agricultural, Recreational \$200.00  
FEE: Civic, Commercial, Industrial \$400.00  
Make check payable to **Washoe County**.
2. Fifteen (15) packets. One packet must be labeled "Original" and must include the notarized Owner Affidavit. Each packet shall include: the Washoe County Development Application Cover Sheet, Special Use Permit Application Supplemental Information sheet, complete site plan and structural elevations, the planting plan, and the irrigation plan (see requirements below). It is highly recommended that a soils analysis be completed and attached.
- NA 3. An additional five (5) copies of a complete site plan and structural elevations must be attached to the original application packet. To be submitted with final development agreement.
- NA 4. If a mobile home park is within 300 feet of the project, mailing labels for all tenants of the park must be provided.
- NA 5. One site plan reduced to 8 1/2" x 11". To be submitted with final development agreement.
6. In accordance with the grading provisions of Washoe County Code Chapter 100, if the thresholds for a grading permit are met or exceeded, the applicant must incorporate the required information into the packets in a readily identifiable manner.
7. If the threshold for a traffic report (see attached Traffic Report Guidelines) is met or exceeded, the applicant must incorporate the required information into the packets in a readily identifiable manner.

Site plan specifications follow: To be submitted with final development agreement.

- a. Lot size with dimensions drawn to a minimum scale of 1" equals 100' showing all streets and ingress/egress to the property.
- b. Show the location and configuration of all proposed buildings (with distances from the property lines and from each other), all existing buildings that will remain (with distances from the property lines and from each other), all existing buildings that will be removed, and site improvements on a base map with existing and proposed topography expressed in intervals of no more than five (5) feet.
- c. Show the location and configuration of wells, septic systems and leachfields, overhead utilities, water and sewer lines, and all easements.
- d. Show locations of parking (including stall dimensions and striping), landscaping, signage and lighting (including lumen isolines).
- e. If applicable, on separate sheet, show sign dimensions, messages, methods and intensities of lighting, and materials.

MATERIALS (continued next page)

**MATERIALS** *(continued)*

To be submitted with final development agreement.

Planting plan specifications follow. The planting plan must include all necessary information to satisfy Washoe County Code Section 110.412.60 Planting Standards:

- \_\_\_\_\_ a. Location, spacing, size, and genus and/or species of proposed plantings, and identification of existing plants.
- \_\_\_\_\_ b. Existing vegetation, natural features, and site improvements on adjoining properties within ten (10) feet of the property line.
- \_\_\_\_\_ c. Plant list which includes the following: quantity of proposed plants; existing plants to remain; number of proposed trees; number of existing trees to be preserved; amount of paved area; and the amount of turf.

To be submitted with final development agreement.

Irrigation plan specifications follow. The irrigation plan must include all necessary information to satisfy Washoe County Code Section 110.412.65 Irrigation Standards.

- \_\_\_\_\_ a. Location, size, and specifications of water source(s), water mains, meter(s), valves, and the controller.
- \_\_\_\_\_ b. Temporary or permanent water irrigation systems.
- \_\_\_\_\_ c. Specifications of irrigation equipment identified by manufacturer's name and equipment identification number.
- \_\_\_\_\_ d. An approved backflow prevention device is required on all landscape irrigation systems.

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**All plans must be folded to an 8 1/2" x 11" size.**

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**ADMINISTRATIVE PERMIT**  
**MATERIALS REQUIRED FOR SUBMITTAL**

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- X   1. FEE: \$150.00. Make check payable to **Washoe County**.
- X   2. Five packets (5) packets. One packet must be labeled "Original" and must include the notarized Owner Affidavit. Each packet shall include: the Washoe County Development Application Cover Sheet, the Administrative Permit Supplemental Information sheet, site plan, planting plan, and irrigation plan (see requirements below). It is highly recommended that a soils analysis be completed and attached.
- NA   3. If a mobile home park is within 300 feet of the project, mailing labels for all tenants of the park **must** be provided.
- NA   4. In accordance with the grading provisions of Washoe County Code Chapter 100, if the thresholds for a grading permit are met or exceeded, the applicant must incorporate the required information into the packets in a readily identifiable manner.

Site plan specifications follow: To be submitted with final development agreement.

- a. Lot size with dimensions drawn to a minimum scale of 1" equals 100' showing all streets and ingress/egress to the property.
- b. Show the location and configuration of all proposed buildings (with distances from the property lines and from each other), all existing buildings that will remain (with distances from the property lines and from each other), all existing buildings that will be removed, and site improvements on a base map with existing and proposed topography expressed in intervals of no more than five (5) feet.
- c. Show the location and configuration of wells, septic systems and leachfields, overhead utilities, water and sewer lines, and all easements.
- d. Show locations of parking (including stall dimensions and striping), landscaping, signage and lighting (including lumen isolines).
- e. If applicable, on separate sheet, show sign dimensions, messages, methods and intensities of lighting, and materials.

MATERIALS *(continued next page)*

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STAFF RESERVES THE RIGHT TO RETURN ANY INCOMPLETE PACKET TO THE APPLICANT AND TO RESCHEDULE THE APPLICATION UPON RESUBMITTAL. NO APPLICATION WILL BE DEEMED ACCEPTED UNTIL ALL INFORMATION IS RECEIVED.

**MATERIALS (continued)**

To be submitted with final development agreement.

Planting plan specifications follow. The planting plan must include all necessary information to satisfy Washoe County Code Section 110.412.60 Planting Standards:

- \_\_\_\_\_ a. Location, spacing, size, and genus and/or species of proposed plantings, and identification of existing plants.
- \_\_\_\_\_ b. Existing vegetation, natural features, and site improvements on adjoining properties within ten (10) feet of the property line.
- \_\_\_\_\_ c. Plant list which includes the following: quantity of proposed plants; existing plants to remain; number of proposed trees; number of existing trees to be preserved; amount of paved area; and the amount of turf.

To be submitted with final development agreement.

Irrigation plan specifications follow. The irrigation plan must include all necessary information to satisfy Washoe County Code Section 110.412.65 Irrigation Standards.

- \_\_\_\_\_ a. Location, size, and specifications of water source(s), water mains, meter(s), valves, and the controller.
- \_\_\_\_\_ b. Temporary or permanent water irrigation systems.
- \_\_\_\_\_ c. Specifications of irrigation equipment identified by manufacturer's name and equipment identification number.
- \_\_\_\_\_ d. An approved backflow prevention device is required on all landscape irrigation systems.

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**All plans must be folded to an 8 1/2" x 11" size.**

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STAFF RESERVES THE RIGHT TO RETURN ANY INCOMPLETE PACKET TO THE APPLICANT AND TO RESCHEDULE THE APPLICATION UPON RESUBMITTAL. NO APPLICATION WILL BE DEEMED ACCEPTED UNTIL ALL INFORMATION IS RECEIVED.

# WASHOE COUNTY

"To Protect and To Serve"



1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE: (702) 328-3600  
FAX #: (702) 328-3648

DEPARTMENT OF COMPREHENSIVE PLANNING  
John B. Hester, AICP, Director

RECEIVED

FEB 19 1992

DFA

February 19, 1992

Ms. Brita Tryggvi, Senior Planner  
CFA  
1150 Corporate Blvd.  
Reno, Nevada 89502

Subject: Redfield Properties in the Southwest Truckee Meadows

Dear Brita:

This letter is in response to your January 17, 1992 letter requesting the Washoe County Department of Comprehensive Planning confirm the density that is allowed on the Redfield properties based on the land use plan map in the Southwest Truckee Meadows Area Plan. Your letter included incorrect acreage estimates since you included lands with slopes between 15.1 and 20 percent at densities greater than 1 du per 40 acres. Based on your second letter, dated February 3, 1992, which had acreage estimates reflecting the County policy of 1 du per 40 acres on slopes of 15 percent or greater, the number of acres within each land use category on the Redfield properties was estimated. The calculations can be found in the following table. These figures represent the density allowed on the Redfield properties.

<u>Land Use Designation</u>	<u>Acres</u>	<u>Density</u>	<u>Units</u>
<b>Assessor's parcels 49-010-04, 49-010-10, 41-030-12 (3,272 acres).</b>			
<b>Location: West of Zolezzi Lane, on the Thomas and White's Creeks fan.</b>			
Low Density Suburban	307	1 du/ac	307
High Density Rural	1,800	1 du/2.5 ac	720
Medium Density Rural	70	1 du/5 ac	14
Low Density Rural	228	1 du/10 ac	28
General Rural	<u>867</u>	1 du/40 ac	<u>21</u>
<b>Subtotal</b>	<b>3,272</b>		<b>1,090</b>

Land Use Designation	Acres	Density	Units
<b>Assessor's parcel 49-060-06 (120 acres).</b>			
<b>Location:</b> North side of Mt. Rose Highway, east of Timberline Estates.			
High Density Rural	113	1 du/2.5 ac	45
General Rural	<u>7</u>	1 du/40 ac	<u>0</u>
<b>Subtotal</b>	<b>120</b>		<b>45</b>
<b>Assessor's parcels 49-450-25 and 49-450-26 (552 acres).</b>			
<b>Location:</b> South side of Mt. Rose Highway, south and west of Galena High School.			
Medium Density Suburban	202	3 du/ac	606
General Rural	<u>350</u>	1 du/40 ac	<u>8</u>
<b>Subtotal</b>	<b>552</b>		<b>614</b>
<b>Assessor's parcels 49-382-07, 49-382-08, 49-450-04, 49-450-13, and 49-450-14 (366 acres).</b>			
<b>Location:</b> South side of Mt. Rose Highway, around the freeway extension.			
General Commercial	43	NA	NA
Low Density Urban	13	10-14 du/ac	156
Medium Density Suburban	20	3 du/ac	60
General Rural	<u>290</u>	1 du/40 ac	<u>7</u>
<b>Subtotal</b>	<b>366</b>		<b>223</b>
<b>Assessor's parcels 49-381-08, 49-381-09, 49-381-11, and 49-450-14 (129 acres).</b>			
<b>Location:</b> North side of Mt. Rose highway, east of Lancer Estates.			
General Commercial	37	NA	NA
Medium Density Suburban	56	3 du/ac	168
Low Density Suburban	31	1 du/ac	31
General Rural	<u>5</u>	1 du/40 ac	<u>0</u>
<b>Subtotal</b>	<b>129</b>		<b>199</b>
<b>Grand Total</b>	<b>4,439</b>		<b>2,171</b>

Notes: The unit figures are potential and the actual units depend on the specific site plan.  
 Units are rounded down.

Source: Washoe County Department of Comprehensive Planning.



Letter to: Ms. Brita Tryggvason, Senior Planner  
Subject: Redfield Properties in the Southwest Truckee Meadows  
February 19, 1992  
Page 3

These calculations were prepared by Skip Canfield so please feel free to contact him if you have any questions. In addition to calculating the density on the Redfield properties, you also asked for clarification of Washoe County's position on two items.

1. The Redfield Land Company may desire to convert commercially designated property to residential. Is this possible and would a conversion rate comparable to the density represented by the Medium Density Urban designation (14-21 du/ac) be allowed?

In response to this question, Washoe County does not have a policy regarding the conversion of commercial to residential. An area plan amendment would be required and this would entail either a policy amendment or map amendment, or both.

2. What is the procedure and policy for transferring development rights between non-contiguous parcels owned by the same property owner and within the same planning area?

Washoe County does not have a procedure or policy for non-contiguous, single owner TDR. A policy amendment or a map amendment to the area plan would be required.

If you have any further questions, please feel free to contact Skip Canfield at 328-3626 or me.

Sincerely,



John B. Hester, AICP  
Director

JBH:ddc

cc: Dean Diederich, Principal Planner  
Skip Canfield, Assistant Planner  
401-02.07



# WASHOE COUNTY

"To Protect and To Serve"



UTILITY DIVISION  
DEPARTMENT OF PUBLIC WORKS  
John M. Collins, Chief Sanitary Engineer

1195-B CORPORATE BOULEVARD  
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
PHONE: (702) 785-4743  
FAX #: (702) 785-5978

August 12, 1993

Brita Tryggvi  
CFA  
1150 Corporate Boulevard  
Reno, Nevada 89502

Subject: Southwest Pointe

Dear Brita:

As we discussed, it is Washoe County's intent to sell treated effluent from the South Truckee Meadows Water Reclamation Facility for reuse purposes, such as irrigating golf courses.

The availability of effluent for any specific project is contingent upon sufficient flows at the treatment facility.

If you have any questions, please call me at 785-4743.

Sincerely,

PAUL C. ORPHAN, P.E.

PCO:llr

cc: Craig McConnell, Public Works Director  
John M. Collins, Chief Sanitary Engineer  
John L. Presco, Senior Utility Engineer



# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF DEVELOPMENT REVIEW  
Michael A. Harper, AICP, Director  
1001 E. Ninth Street  
P.O. Box 11130  
Reno, NV 89520-0027

Development Review (702) 328-6100  
Business License Div. (702) 328-3733  
FAX (702) 328-3648

August 10, 1993

Brita Tryggvi, AICP  
CFA Inc.  
1150 Corporate Blvd.  
Reno, NV 89502

RE: Questions on Development Agreement Process

Dear Brita:

This is in response to your questions concerning the Development Agreement process contained in Article 814 of the Washoe County Development Code. My notes indicate that you had two specific questions:

1. Could a use be located in a regulatory zone that did not permit that use as long as the area encumbered by the development agreement did have a regulatory zone that permitted the use?
2. Can a development agreement create the standards for future discretionary permits so that a general area can be identified for a future discretionary permit without specifying an exact location?

#### Response to Question 1

Your question revolved around the ability of your client to show commercial uses in a regulatory zone that does not permit commercial uses. You pointed out that the entire property under consideration does have regulatory zones that do allow commercial uses. You also noted that in exchange for locating the commercial use in the prohibited regulatory zone, your client would not intend to place a commercial use in the permitted zone.

As I promised, I have reviewed the state statutes relating to development agreements and Article 814 of the *Development Code* for an answer. Unfortunately, no clear cut one emerges. NRS 278.0203 states that "The governing body may, if it finds that the provisions of the agreement are **consistent with the master plan**, approve the agreement by ordinance" (highlight added). NRS 278.0205 essentially has the same language for amendments to approved development agreements. Section 110.814.05 states that "A development agreement may be approved by ordinance for land which is to be developed as a single entity provided that the development, including uses and development standards, is **consistent with the Comprehensive Plan, including the area plans**, and any specific plan, if applicable" (highlight added). Section 110.814.55 (e) requires that one of the findings for approving a development agreement is "The extent to which the accompanying plan is consistent with the Comprehensive Plan policies and the area plan(s)." All of the above mandate a finding of consistency with the master plans adopted by the local jurisdiction, but do not indicate the degree of consistency.

Since the above did not provide direction on the extent of compliance, I reviewed the language concerning purpose in both Nevada Revised Statutes and the Development Code. In NRS 278.0201, the second paragraph states that "Unless the agreement otherwise provides, the ordinances, resolutions or regulations applicable to that land and governing the permitted uses of that land, density and standards for design, improvements and construction are those in effect at the time the agreement is made." This language suggests that alterations to the standards in the ordinances, etc. are permitted. When coupled with the language noted above about compliance

B. Tryggvi  
RE: Development Agreement Questions  
August 10, 1993; page 2

with the master plan in NRS, one could conclude that changes to ordinance standards are permitted as long as consistency with the master plan is maintained. Language similar to the state statute is contained in the Development Code at 110.814.15 (a): "The allowed uses, densities and standards of the land subject to the development agreement shall be those in effect at the time the agreement is made, provided that all such uses, densities and standards are consistent with the Comprehensive Plan, including the area plans, and any specific plan, if applicable." I believe that the same inference suggested in Nevada Revised Statutes about alterations to the ordinance being allowed as long as master plan consistency is retained can also be made from the Development Code language.

The above language from the Nevada Revised Statutes and the Development Code, coupled with the principle that development agreements are intended to provide flexibility to the development process, leads me to conclude that the county can permit, through a development agreement, a use in a regulatory zone that is not specifically allowed otherwise. The caveat is that consistency with the intent of the master plan must be maintained. This is a strong caveat that requires justification by the applicant.

Response Question 2

Your second question revolved around the possible location sites for utility uses. You suggested that the applicant might wish to create standards for development of utility sites so that when one was identified, the evaluation of the site would be against the adopted standards. You further indicated that your client did not wish to specifically establish utility sites in the initial application, but to create those sites when development patterns were more firmed up through the development agreement process.

In my opinion, one of the prime advantages of the development agreement process is to create development standards. It permits the applicant and the county to specify development standards for uses which obviate the need for site selection at the outset of the project review process. Of course the standards need to be specific enough so that meaningful evaluation can take place. My interpretation of the language in the Development Code supports the direction that you wish to pursue.

Brita, I am forwarding this letter to Dean Diederich and Rusty Nash for their comments and concurrence. Since I will be on vacation commencing the 13th of August through the 20th, I am asking them to respond to you, directly, if they are in disagreement with my interpretations. I am hoping that I may receive a response prior to the 13th, but it may be difficult for both of these gentlemen to respond in so short a time period. Should some disagreement occur, it would be appropriate for all of us to meet.

Sincerely,



Michael A. Harper, AICP  
Director

MAH(dvagrebt, File FY 93/94 401)

xc: Dean Diederich, Principal Planner, Department of Comprehensive Planning  
Rusty Nash, Deputy District Attorney

**APPENDIX C**

**TRAFFIC ANALYSIS  
SOUTHWEST POINTE**

**WASHOE COUNTY, NEVADA**

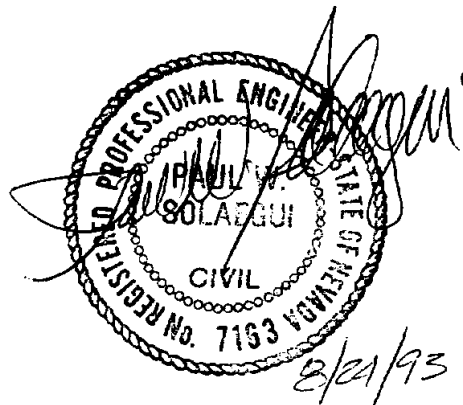
**PREPARED BY:**

**PAUL W. SOLAEGUI, PE  
SOLAEGUI ENGINEERS**

SOLAEGUI  
ENGINEERS, LTD

SOUTHWEST POINTE  
TRAFFIC ANALYSIS

AUGUST 1993



Prepared by:  
Paul W. Solaegui, P.E.  
Solaegui Engineers, Ltd.  
2100 Capurro Way Suite F, 2nd Floor  
Sparks, Nevada 89431  
(702) 358-1004

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# SOUTHWEST POINTE

## TRAFFIC ANALYSIS

### EXECUTIVE SUMMARY

The proposed Southwest Pointe development is located in Washoe County, Nevada. The project site is located west of Thomas Creek Road and north of Mt. Rose Highway. The site is currently undeveloped land. The purpose of this study is to address the project's impact upon the adjacent street network. The Zolezzi Lane and Mt. Rose Highway intersections with Wedge Parkway, South Virginia Street, and the I-580 northbound and southbound ramps have been identified for analysis.

The proposed Southwest Pointe development will consist of the construction of 1,090 single family homes, two 18 hole golf courses, and a village center which includes the clubhouse, a neighborhood commercial center, and a daycare center. Additional public land uses within the project site include an elementary and middle school, neighborhood park, and fire station. The developer is not seeking approval for these public uses so they were not included in the traffic analysis.

The project is expected to generate 13,421 average daily trips with 1,290 trips occurring during the PM peak hour. Construction of the project is scheduled to be completed in approximately 15 years. A buildout date of 2007 was assumed for this project due to available traffic volume data. This study also includes analysis of future traffic volumes for the year 2015.

Traffic generated by the proposed Southwest Pointe development will have some impact on the adjacent roadways. The following recommendations are made to mitigate project traffic impacts.

It is recommended that any required signing, striping, or traffic control improvements comply with Washoe County and Nevada Department of Transportation requirements.

It is recommended that Zolezzi Lane be improved as an 80 foot wide right of way from its existing stub to the onsite village center, west of that area it can be reduced to a 60 foot right of way.

It is recommended that Whites Creek Lane be improved as a 60 foot wide right of way from Thomas Creek Road west through the site.



It is recommended that the onsite primary and secondary residential loop collector streets be improved as 60 foot wide right of way streets.

It is recommended that the onsite residential streets be improved as 50 foot wide right of way streets.

It is recommended that the onsite cul de sac streets be improved as 41 foot wide right of way streets.

It is recommended that construction traffic impacts be reduced by restricting construction hours to between 6:00 AM and 9:00 PM and that Washoe County Dust Control Regulations be followed.

# INTRODUCTION

## STUDY AREA

The proposed Southwest Pointe development is located in Washoe County, Nevada. The project site is located west of Thomas Creek Road and north of Mt. Rose Highway. The location of the project is shown in Figure 1. The purpose of this study is to address the project's impact upon the adjacent street network. The Zolezzi Lane and Mt. Rose Highway intersections with Wedge Parkway, South Virginia Street, and the I-580 northbound and southbound ramps have been identified for analysis.

## EXISTING AND PROPOSED LAND USES

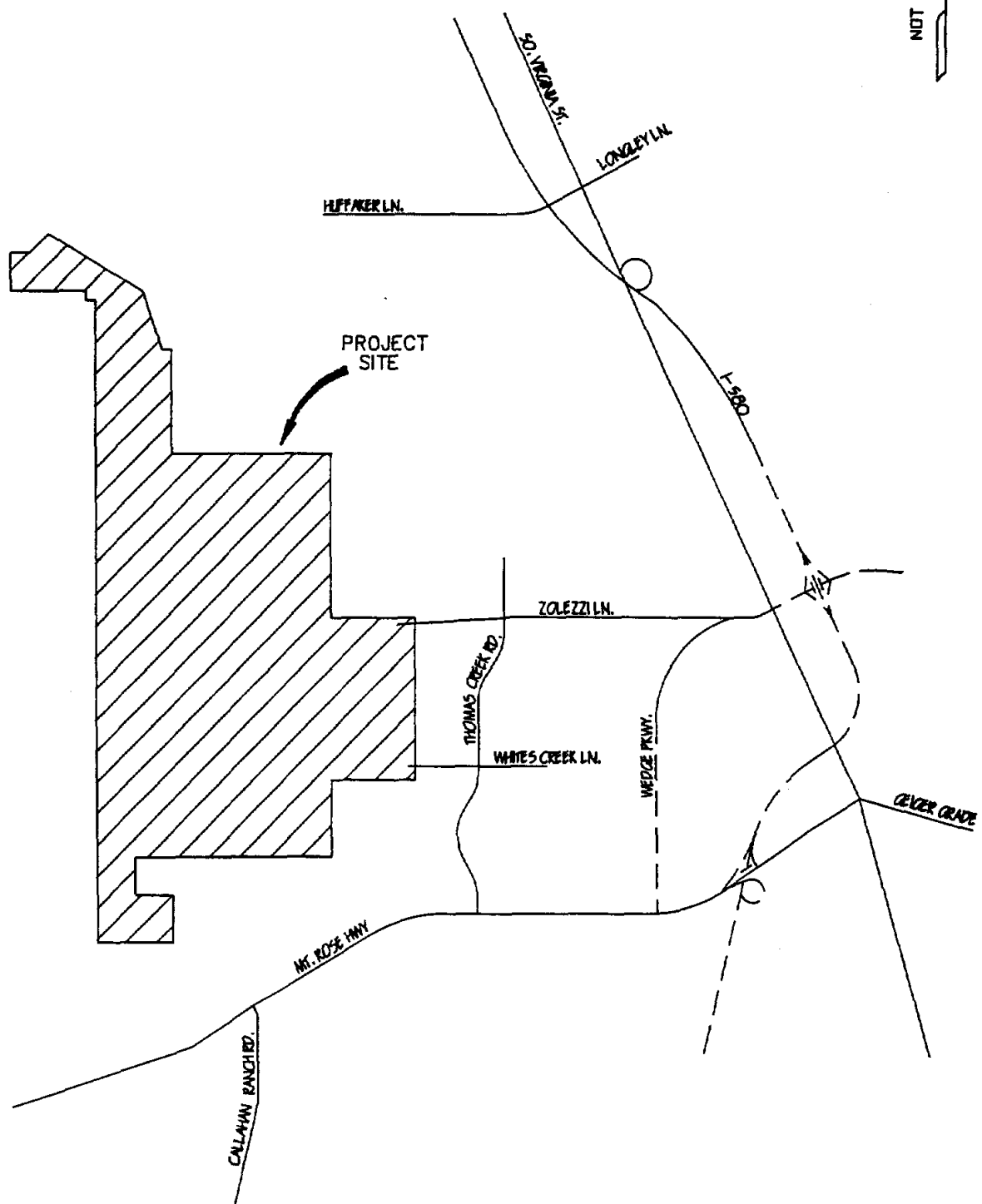
The project site is currently undeveloped land. Adjacent development consists primarily of scattered single family homes to the north, south, and east. The proposed Southwest Pointe development will consist of the construction of 1,090 single family homes, two 18 hole golf courses, and a village center which includes the clubhouse, a neighborhood commercial center, and a daycare center. Additional public land uses within the project site include an elementary and middle school, neighborhood park, and fire station. The developer is not seeking approval for these public uses so they were not included in the traffic analysis. The project is expected to generate 13,421 average daily trips with 1,290 trips occurring during the PM peak hour. Construction of the project is scheduled to be completed in approximately 15 years. A buildout date of 2007 was assumed for this project due to available traffic volume data. This study also includes analysis of future traffic volumes for the year 2015.

## EXISTING AND PROPOSED ROADWAYS AND INTERSECTIONS

Zolezzi Lane is currently a two lane facility with one lane in each direction in the vicinity of the site. The speed limit is 35 miles per hour. Roadway improvements include two paved travel lanes with graded shoulders. With the construction of the I-580 interchange, preliminary plans indicate that Zolezzi Lane will initially be improved to a two lane facility and later upgraded to a four lane facility east of South Virginia Street.

Mt. Rose Highway is currently being improved to a four lane facility from South Virginia Street to beyond Callahan Ranch area. The speed limit is anticipated to be 45 miles per hour near the proposed site. Roadway improvements will include a two-way center left turn lane and graded shoulders.

South Virginia Street is a six lane facility, three lanes in each direction in the vicinity of the site. The speed limit is 50 miles per hour. Roadway improvements include a wide striped center left turn lane and left turn pockets at intersections and graded shoulders.



**SOUTHWEST POINTE**  
**VICINITY MAP**  
**FIGURE 1**

Wedge Parkway does not currently exist but is expected to ultimately be a four lane facility with two lanes in each direction.

The I-580 extension is expected to be a controlled access six lane freeway with three lanes in each direction in the vicinity of the site. Tentatively, the freeway extension is planned to be completed to Brown School by 1997 with the Zolezzi Lane interchange constructed sometime after 1997.

The proposed Zolezzi Lane interchange is anticipated to be a diamond interchange with traffic signal control at both the north and southbound ramp intersections. The interchange is anticipated to contain single lane off-ramps.

The proposed Mt. Rose Highway interchange is anticipated to be a modified diamond interchange with northbound and southbound loop on-ramps. Nevada Department of Transportation construction plans indicate that the southbound off-ramp will split into separate ramps for the right and left turning movements onto Mt. Rose Highway. The left turn movement will be provided from a single lane and will likely be stop sign controlled. The right turn movement will be a free movement with merging required with westbound Mt. Rose Highway traffic.

The South Virginia Street/Zolezzi Lane intersection is currently a five phase traffic signal controlled intersection with protected left turn phasing on the South Virginia Street approaches. The north approach contains one left turn lane, three through lanes, and one right turn lane. The south approach contains one left turn lane, two through lanes, and a shared through-right turn lane. The west approach contains one left turn lane and a shared through-right turn lane. The east approach contains one lane from which all turning movements are made.

The South Virginia Street/Mt. Rose Highway intersection is currently a traffic signal controlled intersection. The north approach contains one left turn lane, three through lanes, and one right turn lane separated by a corner island. The south approach contains one left turn lane, two through lanes, and a right turn lane separated by a corner island. The west approach contains one left turn lane, one shared left turn-through lane, and right turn lane separated by a corner island. The east approach contains one left turn lane, one through lane, and one right turn lane separated by a corner island.

The proposed Zolezzi Lane/Wedge Parkway intersection currently does not exist but is expected to ultimately be a signalized four-leg intersection.

The proposed Mt. Rose Highway/Wedge Parkway intersection currently does not exist but is expected to initially be an unsignalized "T" intersection with stop sign control on the north approach upon construction of the adjacent Sterling Ranch subdivision. Future signalization of the intersection may ultimately be required.

## TRIP GENERATION

In order to assess the magnitude of traffic impacts of the proposed development on the key intersections, trip generation rates and peak hours had to be determined. Trip Generation rates were based upon information taken from the Fifth Edition of "ITE Trip Generation" (1991) for Land Uses 210: Single Family Detached Housing, 430: Golf Course, and 820: Shopping Center. The shopping center land use was used to estimate trips generated by the village center. The village center will contain the clubhouse, a neighborhood commercial center, and a daycare center. The size of the village center is limited by its proposed location and will contain between 15,000 and 20,000 square feet of building space. The hour between 4:00 and 6:00 PM were studied for this analysis. Table 1 shows a summary of the average daily traffic volumes and peak hour volumes generated by the development.

TABLE 1  
TRIP GENERATION

<u>LAND USE</u>	<u>ADT</u>	<u>PM IN</u>	<u>PM OUT</u>	<u>PM TOTAL</u>
Single Family Housing 1,090 Units	9,315	605	326	931
Golf Course 36 Holes	1,521	64	59	123
Shopping Center 20,000 SF	2,585	118	118	236
<b>Total New Trips</b>	<b>13,421</b>	<b>787</b>	<b>503</b>	<b>1,290</b>

## TRIP DISTRIBUTION

The distribution of the project traffic to the key intersections was based upon existing peak hour traffic patterns and the locations of attractions and productions in the area. Separate directions of approach were used for the residential, golf, and commercial land uses. The residential land uses are expected to attract/produce trips on an areawide basis. The trips generated by the commercial land uses are anticipated to be primarily local trips. The commercial land uses will provide neighborhood services such as convenience shopping and day care services. We do not anticipate that these uses will attract any significant number of trips on an areawide basis. It is assumed that the commercial uses will attract trips from residential areas within a 1.5 mile radius resulting in no new trips produced at the key intersections.

The golf course is expected to generate both on and off-site trips. It is assumed that the 1,090 lot subdivision will comprise approximately one third of the trips generated by the golf course. The remaining golf course trips are distributed areawide. The directions of approach are shown in Figure 2.

## TRIP ASSIGNMENT-EXISTING AND PROJECTED TRAFFIC VOLUMES

Peak hour turning movement volumes for the South Virginia Street/Zolezzi Lane and South Virginia Street/Mt. Rose Highway intersections were obtained from the 1992 traffic studies for White's Creek Meadows and Sterling Ranch, respectively. The 1992 traffic volumes were updated to 1993 existing volumes by applying a 4% average annual growth rate. Figure 3 shows the existing PM peak hour turning movement volumes.

Figure 4 shows the PM peak hour project trip assignment based upon the directions of approach presented in Figure 2. Figure 5 shows the 2007 PM peak hour turning movement volumes for the background and background plus project scenarios. Figure 6 shows the year 2015 PM peak hour turning movement volumes for the background and background plus project scenarios.

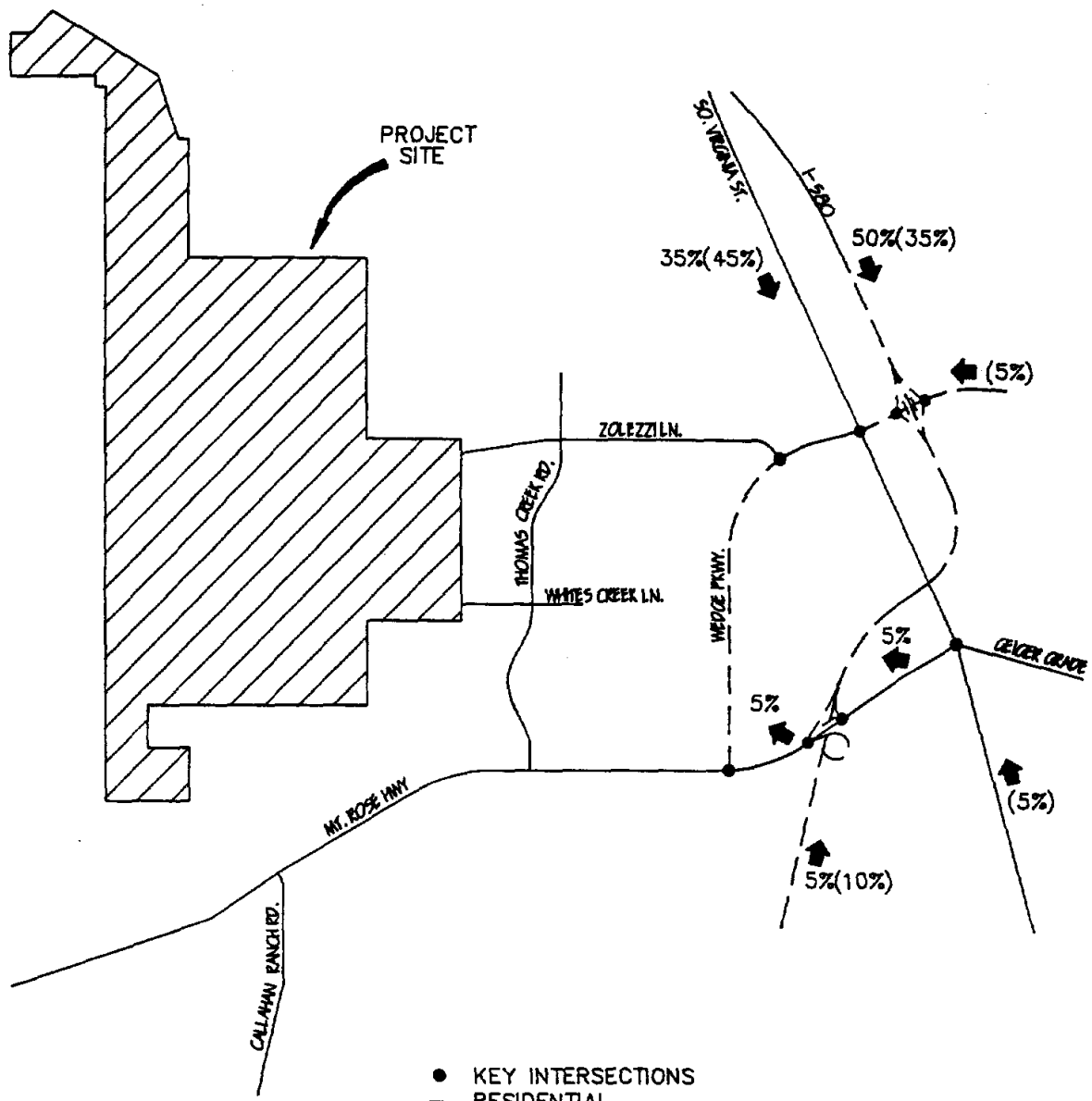
The 2007 and 2015 peak hour background traffic volumes were derived from information obtained from the Regional Transportation Commission.

## TRAFFIC CAPACITY

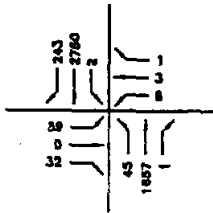
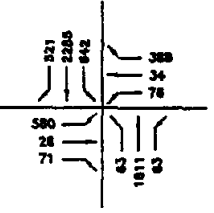
The key intersections were analyzed for capacity based upon procedures presented in the 1985 Highway Capacity Manual prepared by the Transportation Research Board for signalized and unsignalized intersections.

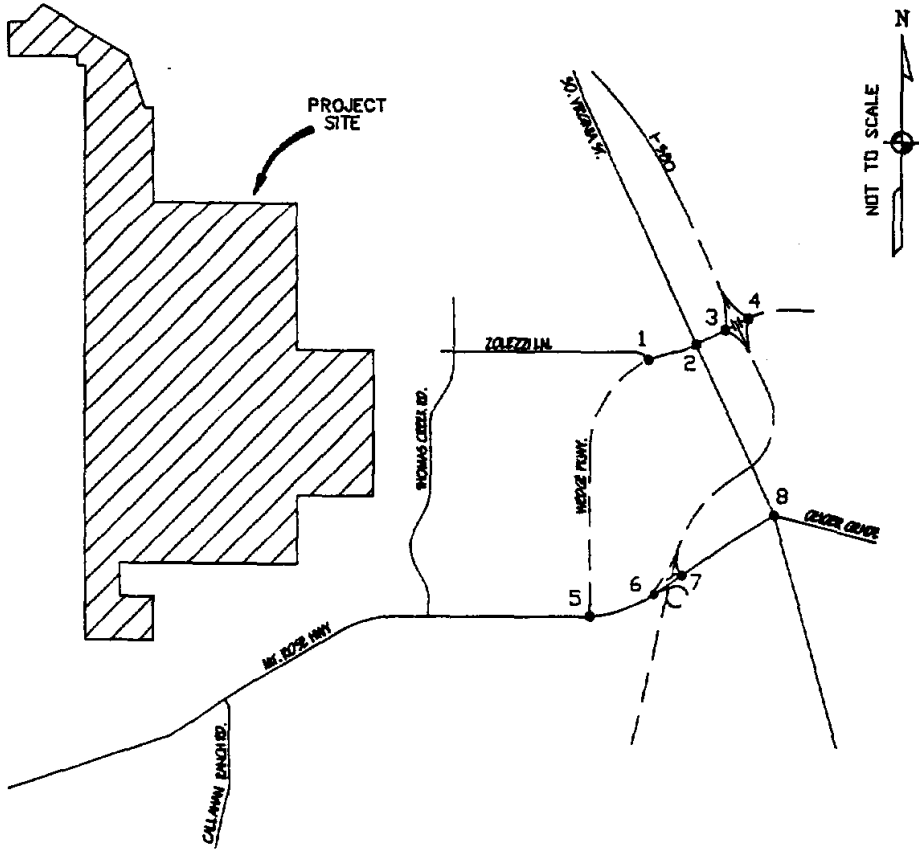
The result of capacity analysis is a "level of service" rating for each intersection. "Level of service" is a qualitative measure of traffic operating conditions whereby a letter grade "A" through "F," corresponding to progressively worsening traffic operation, is assigned to the intersection.

The "level of service" for signalized intersections is stated in terms of the average stopped delay per vehicle for peak 15 minute analysis period. The signalized intersection "level of service" criteria are shown in Table 2.



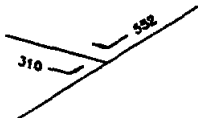
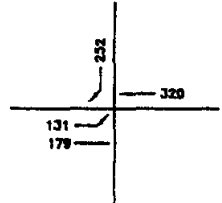
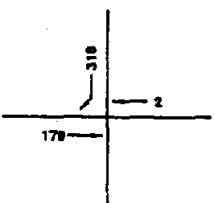
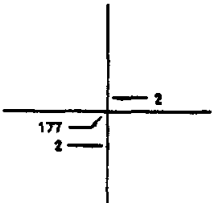
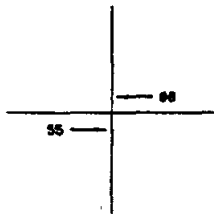
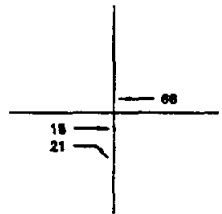
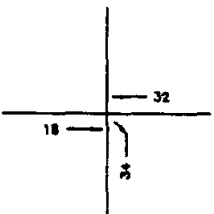
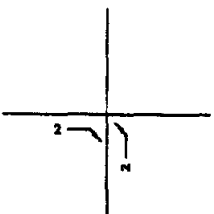
**SOUTHWEST POINTE**  
**DIRECTIONS OF APPROACH**  
**FIGURE 2**

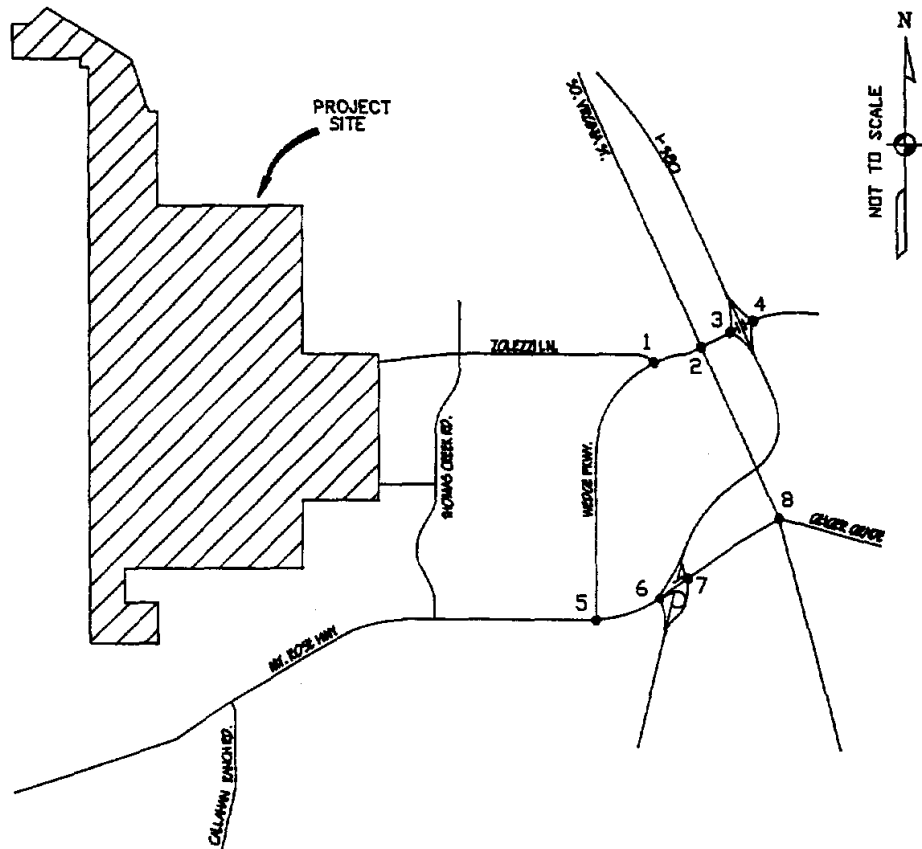
<p>1. ZOLEZZI/WEDGE</p> <p>FUTURE INTERSECTION</p>	<p>2. ZOLEZZI/SO. VIRGINIA</p> 	<p>3. ZOLEZZI/I-580 SB RAMP</p> <p>FUTURE INTERSECTION</p>	<p>4. ZOLEZZI/I-580 NB RAMP</p> <p>FUTURE INTERSECTION</p>
<p>5. MT. ROSE/WEDGE</p> <p>FUTURE INTERSECTION</p>	<p>6. MT. ROSE/I-580 SB RAMP</p> <p>FUTURE INTERSECTION</p>	<p>7. MT. ROSE/I-580 NB RAMP</p> <p>FUTURE INTERSECTION</p>	<p>8. MT. ROSE/SO. VIRGINIA</p> 



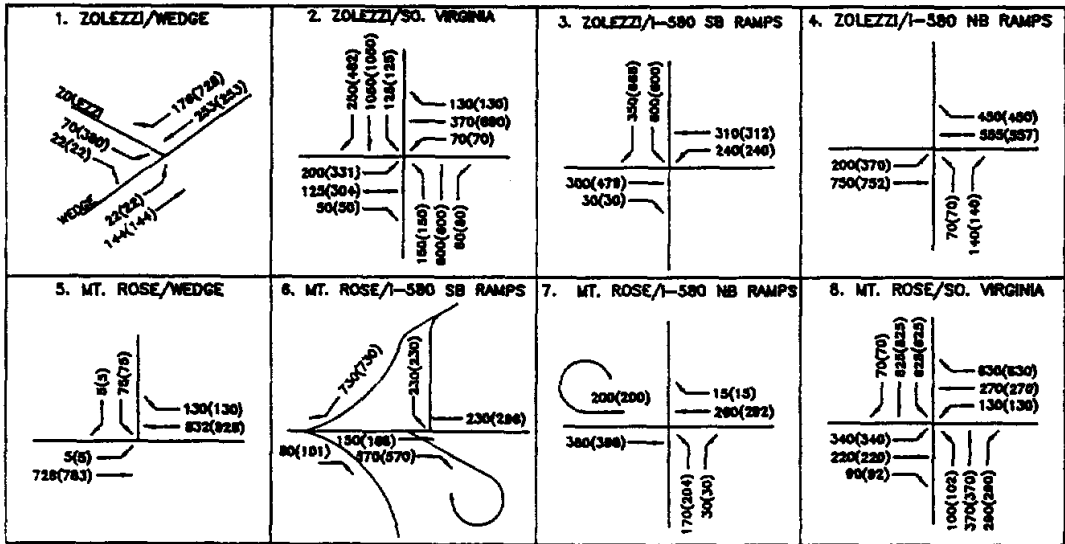
**SOUTHWEST POINTE**  
**EXISTING PM PEAK HOUR TURNING MOVEMENT VOLUMES**  
**FIGURE 3**



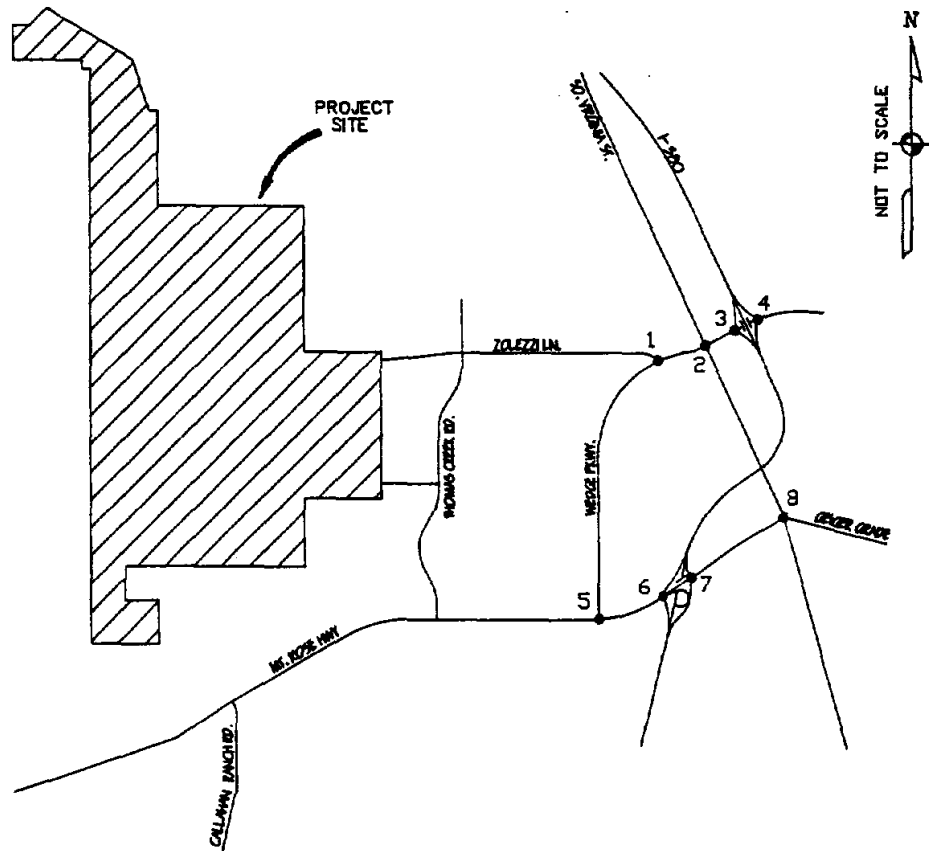
<p>1. ZOLEZZI/WEDGE</p> 	<p>2. ZOLEZZI/SO. VIRGINIA</p> 	<p>3. ZOLEZZI/I-580 SB RAMPS</p> 	<p>4. ZOLEZZI/I-580 NB RAMPS</p> 
<p>5. MT. ROSE/WEDGE</p> 	<p>6. MT. ROSE/I-580 SB RAMPS</p> 	<p>7. MT. ROSE/I-580 NB RAMPS</p> 	<p>8. MT. ROSE/SO. VIRGINIA</p> 



**SOUTHWEST POINTE**  
**PM PEAK HOUR PROJECT TRIP ASSIGNMENT**  
**FIGURE 4**

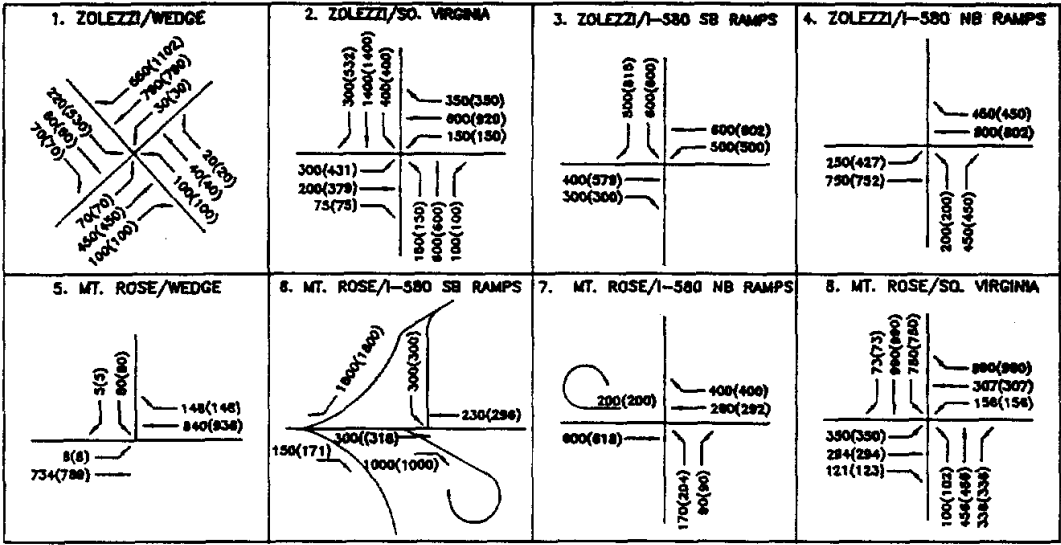


- BACKGROUND  
(-) BACKGROUND PLUS PROJECT

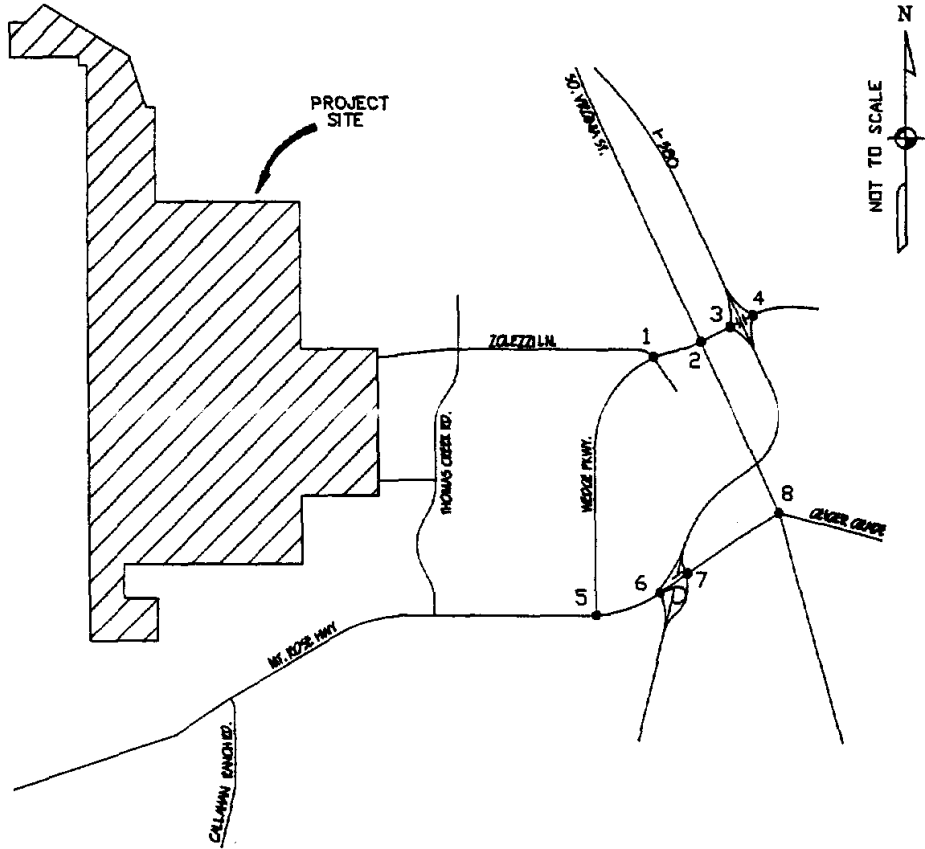


**SOUTHWEST POINTE**

**2007 PM PEAK HOUR TURNING MOVEMENT VOLUMES  
FIGURE 5**



- BACKGROUND  
(-) BACKGROUND PLUS PROJECT



**SOUTHWEST POINTE**  
**2015 PM PEAK HOUR TURNING MOVEMENT VOLUMES**  
**FIGURE 6**

---

**TABLE 2  
LEVEL OF SERVICE CRITERIA FOR  
SIGNALIZED INTERSECTIONS**

---

Level of Service	Stopped Delay Per Vehicle (Seconds)
A	5.0 or Less
B	5.1 - 15.0
C	15.1 - 25.0
D	25.1 - 40.0
E	40.1 - 60.0
F	60.1 or More

---

The 1985 Highway Capacity Manual defines "level of service" in terms of delay for unsignalized intersections. Delay is a measure of driver discomfort, frustration, fuel consumption and loss of travel time. The unsignalized intersection "level of service" criteria are shown in Table 3.

---

**TABLE 3  
LEVEL OF SERVICE CRITERIA  
UNSIGNALIZED INTERSECTIONS**

---

Level of Service	Expected Traffic Delay
A	Little or No Delay
B	Short Delay
C	Average Delay
D	Long Delay
E	Very Long Delay
F	Extreme Delay and Congestion

---

A summary of the PM peak hour "level of service" (L.O.S.) operation for the key intersections in this analysis is shown in Table 4.

**TABLE 4  
LEVEL OF SERVICE  
PM PEAK HOUR**

<u>INTERSECTION</u>	<u>1993 EXISTING</u>	<u>2007 BACKGROUND</u>	<u>2007 W/PROJECT</u>	<u>2015 BACKGROUND</u>	<u>2015 W/PROJECT</u>
Zolezzi/So. Virginia	* B11.8	C24.1	C24.9	# Near	Over
Zolezzi/I-580 SB Ramp	-	B13.9	C15.2	Under	Near
Zolezzi/I-580 NB Ramp	-	B10.8	C12.9	Under	Under
Zolezzi/Wedge				Under	Under
Southbound Left	-	@ 298C	-214F		
Southbound Right	-	802A	559A		
Eastbound Left	-	621A	281C		
Mt. Rose/So. Virginia	> F	C24.5	C24.5	Under	Under
Mt. Rose/I-580 SB Ramp					
Southbound Left	-	173D	118D	-5F	-53F
Mt. Rose/I-580 NB Ramp					
Northbound Left	-	95E	21E	-38F	-95F
Northbound Right	-	566A	536A	548A	540A
Mt. Rose/Wedge					
Southbound Left	-	-46F	-46F	-52F	-52F
Southbound Right	-	505A	471A	496A	461A
Eastbound Left	-	273C	239C	261C	227C

- \* Signalized intersection level of service and delay time in seconds
- @ Unsignalized intersection reserve capacity and level of service
- # Relationship to capacity for signalized intersections using planning method

**ZOLEZZI LANE/SOUTH VIRGINIA STREET**

The Zolezzi Lane/South Virginia Street intersection was analyzed as a signalized intersection for all scenarios. The intersection currently operates at level of service B with a delay time of 11.8 seconds during the PM peak hour. For the 2007 background traffic volumes, the intersection operates at level of service C with a delay time of 24.1 seconds during the PM peak hour. With the addition of project traffic in 2007, the intersection operates at level of service C with a delay time of 24.9 seconds during the PM peak hour. The 2007 level of service runs were performed using optimal signal timing strategies and intersection improvements which include separate left, through, and right turn lanes at the east approach for the background scenario and two through lanes on each the east and west approaches for the background plus project scenario. For the year 2015 the intersection was analyzed for capacity based on the planning method as presented

in the Highway Capacity Manual for signalized intersections. During the PM peak hour the intersection operates near capacity for the background scenario and over capacity for the background plus project scenario. These future year capacity problems can be reduced with additional turn lanes on the Zolezzi Lane approaches.

#### ZOLEZZI LANE/I-580 SOUTHBOUND RAMPS

The Zolezzi Lane/I-580 Southbound Ramp intersection was analyzed as a signalized intersection for the 2007 and 2015 scenarios. For the 2007 background traffic volumes, the intersection operates at level of service B with a delay time of 13.9 seconds during the PM peak hour. With the addition of project traffic in 2007, the intersection operates at level of service C with a delay time of 15.2 seconds during the PM peak hour. The intersection was analyzed with one through lane and a shared through-right turn lane at the west approach, one left turn lane and two through lanes at the east approach, and one left turn lane, one shared left turn-through lane, and one right turn lane at the off-ramp. For the year 2015 the intersection was analyzed for capacity based on the planning method as presented in the Highway Capacity Manual for signalized intersections. During the PM peak hour the intersection operates under capacity for the background scenario and near capacity for the background plus project scenario.

#### ZOLEZZI LANE/I-580 NORTHBOUND RAMPS

The Zolezzi Lane/I-580 Northbound Ramp intersection was analyzed as a signalized intersection for the 2007 and 2015 scenarios. For the 2007 background traffic volumes, the intersection operates at level of service B with a delay time of 10.8 seconds during the PM peak hour. With the addition of project traffic in 2007, the intersection remains at level of service B with delay time increasing to 12.9 seconds during the PM peak hour. The intersection was analyzed with one through lane and a shared through-right turn lane at the east approach, two left turn lanes and two through lanes at the west approach, and one shared left turn-through lane and one right turn lane at the off-ramp. For the year 2015 the intersection was analyzed for capacity based on the planning method as presented in the Highway Capacity Manual for signalized intersections. During the PM peak hour the intersection operates under capacity for both the background and background plus project scenarios.

#### ZOLEZZI LANE/WEDGE PARKWAY

The Zolezzi Lane/Wedge Parkway intersection was analyzed as an unsignalized "T" intersection for the 2007 scenarios. For the 2007 background scenario, the intersection critical movements operate at level of service C or better during the PM peak hour. For the 2007 background plus project scenario, the intersection critical movements operate at level of service C or better during the PM peak hour with the exception of the left turn movement from the west approach of Zolezzi Lane to the east approach of Zolezzi Lane which operates at level of service F. For the year 2015 the intersection was analyzed for capacity based on the planning method as presented in the Highway Capacity Manual for signalized intersections. During the PM peak hour the

intersection operates under capacity for both the background and background plus project scenarios.

#### MT. ROSE HIGHWAY/SOUTH VIRGINIA STREET

The Mt. Rose Highway/South Virginia Street intersection was analyzed as a signalized intersection for all scenarios. For the 1993 existing scenario, the intersection fails during the PM peak hour. The level of service run for the existing scenario was performed using signal timing data obtained from the Regional Transportation Commission.

The 2007 and 2015 level of service runs were performed using optimal signal timing strategies and include intersection improvements such as south to eastbound dual left turn lanes and three through lanes at the south approach. For both the 2007 background and background plus project scenarios, the intersection operates at level of service C with a delay time of 24.5 seconds. For the year 2015 the intersection was analyzed for capacity based on the planning method as presented in the Highway Capacity Manual for signalized intersections. During the PM peak hour the intersection operates under capacity for both the background and background plus project scenarios.

#### MT. ROSE HIGHWAY/I-580 SOUTHBOUND RAMPS

The Mt. Rose Highway/I-580 Southbound Ramp intersection was analyzed as an unsignalized "T" intersection for the 2007 and 2015 scenarios. The intersection operates with the southbound left turn movement opposed by only the east and westbound through movements. The southbound right turn movement is made from a separate off-ramp section with merging onto Mt. Rose Highway. Southbound I-580 traffic will be served by a loop on-ramp east of the intersection for westbound traffic and an on-ramp west of the intersection for eastbound traffic. For both the 2007 background and background plus project scenarios, the southbound left turn movement operates at a level of service D. For both the 2015 background and background plus project scenarios, the southbound left turn movement operates at a level of service F. A traffic signal may be required in the year 2015 to serve the anticipated traffic volumes.

#### MT. ROSE HIGHWAY/I-580 NORTHBOUND RAMPS

The Mt. Rose Highway/I-580 Northbound Ramp intersection was analyzed as an unsignalized "T" intersection for the 2007 and 2015 scenarios. The intersection operates with the northbound left and right turn movements opposed by only the east and westbound through movements. Northbound I-580 traffic will be served by a loop on-ramp west of the intersection for westbound traffic and an on-ramp east of the intersection for eastbound traffic. For both the 2007 background and background plus project scenarios, the northbound left turn movement operates at a level of service E. For both the 2015 background and background plus project scenarios, the northbound left turn movement operates at a level of service F. A traffic signal may be required in the year 2015 to serve the anticipated traffic volumes.

## MT. ROSE HIGHWAY/WEDGE PARKWAY

The Mt. Rose Highway/Wedge Parkway intersection was analyzed as an unsignalized "T" intersection for the 2007 and 2015 scenarios. For all scenarios the intersection critical movements operate at a level of service C or better with the exception of the southbound left turn movement which operates at level of service F during the PM peak hour. A traffic signal may be required in the year 2015 to serve the anticipated traffic volumes.

## SITE PLAN REVIEW

A copy of the Southwest Pointe concept plan and tentative map for phase one are included in this submittal. The site plan shows access from two roadways (Zolezzi Lane and Whites Creek Lane) located at the project's east boundary. No project access is shown from the north, south, or west. Onsite traffic circulation is provided from two looping residential collector streets which connect to Zolezzi and Whites Creek Lanes. It is recommended that Zolezzi Lane be improved as an 80 foot wide right of way from its existing stub to the onsite village center, west of that area it can be reduced to a 60 foot right of way. It is recommended that Whites Creek Lane be improved as a 60 foot wide right of way from Thomas Creek Road west through the site. It is recommended that the onsite loop residential collector streets (label as primary and secondary loops on the concept plan) be improved as 60 foot wide right of way streets. It is recommended that the onsite residential streets be improved as 50 foot wide right of way streets. It is recommended that the onsite cul de sac streets be improved as 41 foot wide right of way streets.

We anticipate that Zolezzi Lane will be the primary project access for construction vehicles. It is recommended that construction traffic impacts be reduced by restricting construction hours to between 6:00 AM and 9:00 PM and that Washoe County Dust Control Regulations be followed.

## RECOMMENDATIONS

Traffic generated by the proposed Southwest Pointe development will have some impact on the adjacent roadways. The following recommendations are made to mitigate project traffic impacts.

It is recommended that any required signing, striping, or traffic control improvements comply with Washoe County and Nevada Department of Transportation requirements.

It is recommended that Zolezzi Lane be improved as an 80 foot wide right of way from its existing stub to the onsite village center, west of that area it can be reduced to a 60 foot right of way.



It is recommended that Whites Creek Lane be improved as a 60 foot wide right of way from Thomas Creek Road west through the site.

It is recommended that the onsite primary and secondary residential loop collector streets be improved as 60 foot wide right of way streets.

It is recommended that the onsite residential streets be improved as 50 foot wide right of way streets.

It is recommended that the onsite cul de sac streets be improved as 41 foot wide right of way streets.

It is recommended that construction traffic impacts be reduced by restricting construction hours to between 6:00 AM and 9:00 PM and that Washoe County Dust Control Regulations be followed.

# CALCULATIONS

SOUTHWEST POINTE

SUMMARY OF AVERAGE VEHICLE TRIP GENERATION

AVERAGE WEEKDAY DRIVEWAY VOLUMES

8/93

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LAND USE	SIZE	24 HOUR TWO-WAY VOLUME	AM PK HOUR		PM PK HOUR	
			ENTER	EXIT	ENTER	EXIT
SINGLE FAMILY DWELLINGS	1090 DWELLING UNITS	9315	166	474	605	326
GOLF COURSE	36 HOLES	1521	199	41	64	59
SHOPPING CENTER	20 T.G.L.A.	2585	40	23	118	118
TOTAL		13421	405	538	787	503

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Note: A zero rate indicates no rate data available

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Zolezzi Lane  
 Analyst: Solaegui Eng.  
 Area Type: Other  
 Comment: 1993 Existing Traffic Volumes

(N-S) So. Virginia Street  
 File Name: SVZO3PX.HC9  
 8-17-93 PM Peak

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	1	<	>	1	<	1	3	<	1	3	1
Volumes	89	1	32	8	3	1	45	1657	1	2	2750	243
Lane Width	12.0	12.0			12.0		12.0	12.0		12.0	12.0	12.0
RTOR Vols			15			0			0			50

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*							
EB Thru	*							
EB Right	*							
EB Peds								
WB Left	*							
WB Thru	*							
WB Right	*							
WB Peds								
NB Right								
SB Right								
Green		12P			2P	6P	53P	
Yellow/A-R		5			4	0	5	
Lost Time		3.0			3.0	3.0	3.0	
Cycle Length:	87 secs Phase combination order: #1 #5 #6 #7							

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:		
								Mvmts	Cap	Flow
EB	L		1782	287	0.33	0.16	24.8	C	24.6	C
	TR		1529	246	0.08	0.16	23.6	C		
WB	LTR		1584	255	0.05	0.16	23.5	C	23.5	C
NB	L		1693	117	0.40	0.07	30.7	D	5.3	B
	TR		5346	3748	0.51	0.70	4.7	A		
SB	L		1693	58	0.03	0.03	30.9	D	15.1	C
	T		5346	3380	0.94	0.63	15.8	C		
	R		1515	958	0.21	0.63	5.2	B		
Intersection Delay =			11.8 (sec/veh)			Intersection LOS = B				

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Zolezzi Lane

(N-S) So. Virginia Street

Analyst: Solaegui Eng.

File Name: SVZO7PX.HC9

Area Type: Other

8-17-93 PM Peak

Comment: 2007 Background Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	1	<	1	1	1	1	3	<	1	3	1
Volumes	200	125	50	70	370	130	150	600	80	125	1050	250
Lane Width	12.0	12.0		12.0	12.0	12.0	12.0	12.0		12.0	12.0	12.0
RTOR Vols			15			50			15			100

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*	*			NB Left	*		
Thru		*	*		Thru		*	
Right		*	*		Right		*	
Peds					Peds		*	
WB Left	*				SB Left	*		
Thru			*		Thru		*	
Right			*		Right		*	
Peds					Peds		*	
NB Right					EB Right			
SB Right					WB Right			
Green		5P	7P	19P	Green		9P	21P
Yellow/A-R		5	0	5	Yellow/A-R		4	5
Lost Time		3.0	3.0	3.0	Lost Time		3.0	3.0
Cycle Length:	80 secs Phase combination order: #1 #2 #3 #5 #6							

Intersection Performance Summary

	Lane	Group:	Adj Sat		v/c	g/c	Delay	LOS	Approach:		
			Flow	Ratio					Delay	LOS	
EB	L		1693	233	0.91	0.14	50.4	E	34.4	D	
	TR		1723	603	0.28	0.35	14.3	B			
WB	L		1693	148	0.50	0.09	28.7	D	27.6	D	
	T		1782	468	0.83	0.26	29.5	D			
	R		1515	398	0.21	0.26	17.5	C			
NB	L		1693	212	0.75	0.13	34.7	D	21.1	C	
	TR		5268	1515	0.51	0.29	18.3	C			
SB	L		1693	212	0.62	0.13	29.2	D	22.2	C	
	T		5346	1537	0.79	0.29	22.0	C			
	R		1515	436	0.36	0.29	17.5	C			
Intersection Delay =							24.1 (sec/veh)	Intersection LOS = C			

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Zolezzi Lane

(N-S) So. Virginia Street

Analyst: Solaegui Eng.

File Name: SVZ07PW.HC9

Area Type: Other

8-17-93 PM Peak

Comment: 2007 Background Plus Project Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	2	<	1	2	<	1	3	<	1	3	1
Volumes	331	304	50	70	690	130	150	600	80	125	1050	482
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	12.0
RTOR Vols			20			50			50			250

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*				NB Left	*		
EB Thru	*				NB Thru		*	
EB Right	*				NB Right		*	
EB Peds					NB Peds		*	
WB Left		*			SB Left	*		
WB Thru		*			SB Thru		*	
WB Right		*			SB Right		*	
WB Peds					SB Peds		*	
NB Right					EB Right			
SB Right					WB Right			
Green		15A	19A		Green	7A	18A	
Yellow/A-R		5	5		Yellow/A-R	4	5	
Lost Time		3.0	3.0		Lost Time	3.0	3.0	
Cycle Length:	78 secs Phase combination order: #1 #2 #5 #6							

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:	
	Mvmts	Cap	Flow	Ratio	Ratio			Delay	LOS
EB	L	1693	369	0.94	0.22	46.4	E	31.5	D
	TR	3515	766	0.48	0.22	17.6	C		
WB	L	1693	456	0.16	0.27	16.6	C	24.1	C
	TR	3509	945	0.90	0.27	24.8	C		
NB	L	1693	174	0.91	0.10	56.9	E	23.6	C
	TR	5309	1361	0.54	0.26	16.4	C		
SB	L	1693	174	0.76	0.10	37.6	D	23.2	C
	T	5346	1371	0.89	0.26	22.6	C		
	R	1515	388	0.63	0.26	18.5	C		
Intersection Delay =			24.9 (sec/veh)			Intersection LOS = C			

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Mt. Rose Highway (N-S) So. Virginia Street  
 Analyst: Solaegui Eng. File Name: SVMR3PX.HC9  
 Area Type: Other 8-17-93 PM Peak  
 Comment: 1993 Existing Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	> 1	1	1	1	1	1	2	1	1	3	1
Volumes	580	26	71	76	34	388	63	1811	63	642	2285	521
Lane Width	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
RTOR Vols			71			388			63			521

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*				NB Left	*		
Thru	*				Thru		*	
Right	*				Right		*	
Peds					Peds		*	
WB Left		*			SB Left	*	*	
Thru		*			Thru		*	*
Right		*			Right		*	*
Peds					Peds		*	*
NB Right					EB Right			
SB Right					WB Right			
Green	18A	13A			Green	3A	30A	36A
Yellow/A-R	5	5			Yellow/A-R	4	0	6
Lost Time	3.0	3.0			Lost Time	3.0	3.0	3.0

Cycle Length: 120 secs Phase combination order: #1 #2 #5 #6 #7

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:	Delay	LOS
	Mvmts	Cap	Flow	Ratio	Ratio					
EB	L	1693	282	1.13	0.17	129.1	F	119.2		F
	LT	1704	284	1.13	0.17	109.5	F			
	R	1782	297	0.00	0.17	0.0	A			
WB	L	1693	212	0.38	0.13	37.2	D	35.1		D
	T	1782	223	0.16	0.13	30.3	D			
	R	1782	223	0.00	0.13	0.0	A			
NB	L	1693	56	1.17	0.03	226.5	F	*		*
	T	3564	1158	1.73	0.32	*	*			
	R	1782	579	0.00	0.32	0.0	A			
SB	L	1693	437	1.55	0.26	*	*	*		*
	T	5346	3074	0.86	0.57	15.5	C			
	R	1782	1025	0.00	0.57	0.0	A			

Intersection Delay = \* (sec/veh)

Intersection LOS = \*

\* Delay and LOS not meaningful when any v/c is greater than 1.2

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Mt. Rose Highway

(N-S) So. Virginia Street

Analyst: Solaegui Eng.

File Name: SVMR7PX.HC9

Area Type: Other

8-17-93 PM Peak

Comment: 2007 Background Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	> 1	1	1	1	1	1	2	1	2	3	1
Volumes	340	220	90	130	270	630	100	370	290	625	825	70
Lane Width	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
RTOR Vols			69			441			206			30

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*				NB Left	*		
Thru	*				Thru		*	
Right	*				Right		*	
Peds					Peds		*	
WB Left		*			SB Left	*	*	
Thru		*			Thru		*	*
Right		*			Right		*	*
Peds					Peds		*	*
NB Right					EB Right			
SB Right					WB Right			
Green		17A	16A		Green	10A	15A	12A
Yellow/A-R		5	5		Yellow/A-R	4	0	6
Lost Time		3.0	3.0		Lost Time	3.0	3.0	3.0
Cycle Length: 90 secs Phase combination order: #1 #2 #5 #6 #7								

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:	
	Mvmts	Cap	Flow	Ratio	Ratio			Delay	LOS
EB	L	1693	357	0.81	0.21	34.7	D	31.3	D
	LT	1762	372	0.81	0.21	29.0	D		
	R	1515	320	0.07	0.21	18.4	C		
WB	L	1693	339	0.40	0.20	24.3	C	26.5	D
	T	1782	356	0.80	0.20	29.1	D		
	R	1515	303	0.66	0.20	24.4	C		
NB	L	1693	207	0.51	0.12	29.8	D	25.2	D
	T	3564	594	0.69	0.17	24.8	C		
	R	1515	252	0.35	0.17	21.7	C		
SB	L	3279	838	0.82	0.26	28.8	D	21.1	C
	T	5346	1782	0.54	0.33	15.9	C		
	R	1515	505	0.08	0.33	13.3	B		
Intersection Delay = 24.5 (sec/veh)						Intersection LOS = C			



HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Mt. Rose Highway (N-S) So. Virginia Street  
 Analyst: Solaegui Eng. File Name: SVMR7PW.HC9  
 Area Type: Other 8-17-93 PM Peak  
 Comment: 2007 Background Plus Project Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	> 1	1	1	1	1	1	2	1	2	3	1
Volumes	340	220	92	130	270	630	102	370	290	625	825	70
Lane Width	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
RTOR Vols			69			441			206			30

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*				NB Left	*		
EB Thru	*				NB Thru		*	
EB Right	*				NB Right		*	
EB Peds					NB Peds		*	
WB Left		*			SB Left	*		
WB Thru		*			SB Thru		*	
WB Right		*			SB Right		*	
WB Peds					SB Peds	*	*	
NB Right					EB Right			
SB Right					WB Right			
Green		17A	16A		Green	10A	15A	12A
Yellow/A-R		5	5		Yellow/A-R	4	0	6
Lost Time		3.0	3.0		Lost Time	3.0	3.0	3.0
Cycle Length:	90 secs Phase combination order: #1 #2 #5 #6 #7							

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:		
	Mvmts	Cap	Flow	Ratio	Ratio			Delay	LOS	
EB	L	1693	357	0.81	0.21	34.7	D	31.3	D	
	LT	1762	372	0.81	0.21	29.0	D			
	R	1515	320	0.08	0.21	18.4	C			
WB	L	1693	339	0.40	0.20	24.3	C	26.5	D	
	T	1782	356	0.80	0.20	29.1	D			
	R	1515	303	0.66	0.20	24.4	C			
NB	L	1693	207	0.52	0.12	30.0	D	25.2	D	
	T	3564	594	0.69	0.17	24.8	C			
	R	1515	252	0.35	0.17	21.7	C			
SB	L	3279	838	0.82	0.26	28.8	D	21.1	C	
	T	5346	1782	0.54	0.33	15.9	C			
	R	1515	505	0.08	0.33	13.3	B			
Intersection Delay =						24.5 (sec/veh)	Intersection LOS = C			

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Zolezzi Lane

(N-S) I-580 SB Ramps

Analyst: Solaegui Eng.

File Name: ZOSB7PX.HC9

Area Type: Other

8-17-93 PM Peak

Comment: 2007 Background Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes		2 <		1	2					2 >	1	1
Volumes		300	30	240	310					600	1	350
Lane Width		12.0		12.0	12.0					12.0	12.0	12.0
RTOR Vols			10			441						150

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left					NB Left			
Thru		*			Thru			
Right		*			Right			
Peds					Peds			
WB Left		*			SB Left	*		
Thru		*	*		Thru	*		
Right					Right	*		
Peds					Peds			
NB Right					EB Right			
SB Right					WB Right			
Green		15A	25A		Green	16A		
Yellow/A-R		5	5		Yellow/A-R	4		
Lost Time		3.0	3.0		Lost Time	3.0		
Cycle Length:	70 secs Phase combination order: #1 #2 #5							

Intersection Performance Summary

	Lane Group:	Mvmts	Cap	Adj Sat Flow	v/c Ratio	g/c Ratio	Delay	LOS	Approach:	
									Delay	LOS
EB	TR	3531		1362	0.26	0.39	9.5	B	9.5	B
WB	L	1693		411	0.62	0.24	19.9	C	10.0	B
	T	3564		2393	0.14	0.67	2.7	A		
SB	L	2673		649	0.68	0.24	20.4	C	18.4	C
	LT	1517		368	0.57	0.24	16.4	C		
	R	1515		368	0.57	0.24	16.4	C		
Intersection Delay =				13.9 (sec/veh)			Intersection LOS = B			

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Zolezzi Lane (N-S) I-580 SB Ramps  
 Analyst: Solaegui Eng. File Name: ZOSB7PW.HC9  
 Area Type: Other 8-17-93 PM Peak  
 Comment: 2007 Background Plus Project Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes		2 <		1	2					2 >	1	1
Volumes		479	30	240	312					600	1	668
Lane Width		12.0		12.0	12.0					12.0	12.0	12.0
RTOR Vols			10			441						300

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left								
Thru			*					
Right			*					
Peds								
WB Left		*						
Thru		*	*					
Right								
Peds								
NB Right								
SB Right								
Green		15A	24A			22A		
Yellow/A-R		5	5			4		
Lost Time		3.0	3.0			3.0		
Cycle Length:	75 secs Phase combination order: #1 #2 #5							

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:	Delay	LOS
	Mvmts	Cap	Flow	Ratio	Ratio					
EB	TR	3543	1228	0.45	0.35	12.4	B		12.4	B
WB	L	1693	384	0.66	0.23	22.9	C		12.0	B
	T	3564	2186	0.16	0.61	4.0	A			
SB	L	2673	820	0.54	0.31	17.0	C		18.6	C
	LT	1517	465	0.45	0.31	13.9	B			
	R	1515	465	0.83	0.31	22.9	C			
Intersection Delay = 15.2 (sec/veh)						Intersection LOS = C				

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Zolezzi Lane

(N-S) I-580 NB Ramps

Analyst: Solaegui Eng.

File Name: ZONB7PX.HC9

Area Type: Other

8-17-93 PM Peak

Comment: 2007 Background Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	2	2		2	<		>	1	1			
Volumes	200	750		555	450		70	1	140			
Lane Width	12.0	12.0		12.0			12.0	12.0				
RTOR Vols			10		150				50			

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*				NB Left	*		
EB Thru	*	*			NB Thru	*		
EB Right					NB Right	*		
EB Peds					EB Peds			
WB Left					SB Left			
WB Thru		*			SB Thru			
WB Right		*			SB Right			
WB Peds					SB Peds			
NB Right					EB Right			
SB Right					WB Right			
Green		14A	23A		Green	19A		
Yellow/A-R		5	5		Yellow/A-R	4		
Lost Time		3.0	3.0		Lost Time	3.0		
Cycle Length: 70 secs Phase combination order: #1 #2 #5								

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:		
								Mvmts	Cap	Flow
EB	L		3279	749	0.30	0.23	17.0	C	6.8	B
	T		3564	2240	0.37	0.63	4.1	A		
WB	TR		3376	1206	0.78	0.36	15.0	C	15.0	C
NB	LT		1518	434	0.17	0.29	12.2	B	12.3	B
	R		1515	433	0.22	0.29	12.3	B		
Intersection Delay =			10.8 (sec/veh)			Intersection LOS = B				

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

=====  
 Streets: (E-W) Zolezzi Lane (N-S) I-580 NB Ramps  
 Analyst: Solaegui Eng. File Name: ZONB7PW.HC9  
 Area Type: Other 8-17-93 PM Peak  
 Comment: 2007 Background Plus Project Traffic Volumes  
 =====

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	2	2		2	<		>	1	1			
Volumes	370	752		557	450		70	1	140			
Lane Width	12.0	12.0		12.0				12.0	12.0			
RTOR Vols			10		150				50			

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*				NB Left	*		
Thru	*	*			Thru	*		
Right					Right	*		
Peds					Peds			
WB Left					SB Left			
Thru		*			Thru			
Right		*			Right			
Peds					Peds			
NB Right					EB Right			
SB Right					WB Right			
Green		15A	24A		Green	22A		
Yellow/A-R		5	5		Yellow/A-R	4		
Lost Time		3.0	3.0		Lost Time	3.0		
Cycle Length:	75 secs Phase combination order: #1 #2 #5							

Intersection Performance Summary

	Lane Group:	Mvmts	Cap	Adj Sat Flow	v/c Ratio	g/c Ratio	Delay	LOS	Approach:	
									Delay	LOS
EB	L	3279		743	0.55	0.23	20.1	C	9.8	B
	T	3564		2186	0.38	0.61	4.8	A		
WB	TR	3377		1171	0.81	0.35	17.0	C	17.0	C
NB	LT	1518		466	0.16	0.31	12.3	B	12.4	B
	R	1515		465	0.20	0.31	12.4	B		
Intersection Delay =				12.9 (sec/veh)			Intersection LOS = B			

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IDENTIFYING INFORMATION

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AVERAGE RUNNING SPEED, MAJOR STREET.. 50  
 PEAK HOUR FACTOR..... .95  
 AREA POPULATION..... 175000  
 NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET..... I-580 Southbound Off-Ramp  
 NAME OF THE ANALYST..... Solaegui Engineers  
 DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993  
 TIME PERIOD ANALYZED..... PM Peak Hour  
 OTHER INFORMATION.... 2007 Background Traffic Volumes

INTERSECTION TYPE AND CONTROL

---

INTERSECTION TYPE: T-INTERSECTION  
 MAJOR STREET DIRECTION: EAST/WEST  
 CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

---

	EB	WB	NB	SB
LEFT	0	0	--	230
THRU	150	230	--	0
RIGHT	0	0	--	0

NUMBER OF LANES

---

	EB	WB	NB	SB
LANES	1	1	--	1

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	----	---	---	-
SOUTHBOUND	0.00	0	20	N

## VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

## CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	5.80	0.00	5.80
MAJOR LEFTS				
EB	5.40	5.40	0.00	5.40
MINOR LEFTS				
SB	7.70	7.70	0.00	7.70

## IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
NAME OF THE NORTH/SOUTH STREET.... I-580 Southbound Off-Ramp  
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
OTHER INFORMATION.... 2007 Background Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTEN-	ACTUAL	SHARED	RESERVE		LOS
		TIAL	MOVEMENT		CAPACITY	CAPACITY	
		c (pcph)	c (pcph)	c (pcph)	c = c	c - v	
		p	M	SH	R	SH	
MINOR STREET							
SB LEFT	266	439	439	>	439	>	173 > D
				>	439	>	173 >D
RIGHT	0	795	795	>	795	>	795 > A
MAJOR STREET							
EB LEFT	0	867	867		867		867 A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET..... I-580 Southbound Off-Ramp  
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2007 Background Traffic Volumes



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IDENTIFYING INFORMATION

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AVERAGE RUNNING SPEED, MAJOR STREET.. 50

PEAK HOUR FACTOR..... .95

AREA POPULATION..... 175000

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway

NAME OF THE NORTH/SOUTH STREET..... I-580 Southbound Off-Ramp

NAME OF THE ANALYST..... Solaegui Engineers

DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993

TIME PERIOD ANALYZED..... PM Peak Hour

OTHER INFORMATION.... 2007 Background Plus Project Traffic Volumes

INTERSECTION TYPE AND CONTROL

-----

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

-----

	EB	WB	NB	SB
LEFT	0	0	--	230
THRU	168	296	--	0
RIGHT	0	0	--	0

NUMBER OF LANES

-----

	EB	WB	NB	SB
LANES	1	1	--	1

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	0	20	N

## VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

## CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	5.80	0.00	5.80
MAJOR LEFTS				
EB	5.40	5.40	0.00	5.40
MINOR LEFTS				
SB	7.70	7.70	0.00	7.70

## IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
NAME OF THE NORTH/SOUTH STREET.... I-580 Southbound Off-Ramp  
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
OTHER INFORMATION.... 2007 Background Plus Project Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTEN-	ACTUAL	SHARED		RESERVE		LOS
		TIAL CAPACITY c (pcph) P	MOVEMENT CAPACITY c (pcph) M	CAPACITY c (pcph) SH	CAPACITY c (pcph) SH	c = c - v R SH		
MINOR STREET								
SB LEFT	266	385	385	>	385	>	118	> D
RIGHT	0	732	732	>	385	>	118	>D
				>	732	>	732	> A
MAJOR STREET								
EB LEFT	0	799	799		799		799	A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET.... I-580 Southbound Off-Ramp  
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2007 Background Plus Project Traffic Volumes

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IDENTIFYING INFORMATION

-----

AVERAGE RUNNING SPEED, MAJOR STREET.. 50

PEAK HOUR FACTOR..... .95

AREA POPULATION..... 175000

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway

NAME OF THE NORTH/SOUTH STREET..... I-580 Southbound Off-Ramp

NAME OF THE ANALYST..... Solaegui Engineers

DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993

TIME PERIOD ANALYZED..... PM Peak Hour

OTHER INFORMATION.... 2015 background Traffic Volumes

INTERSECTION TYPE AND CONTROL

-----

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

-----

	EB	WB	NB	SB
LEFT	0	0	--	300
THRU	300	230	--	0
RIGHT	0	0	--	0

NUMBER OF LANES

-----

	EB	WB	NB	SB
LANES	1	1	--	1

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	----	---	---	-
SOUTHBOUND	0.00	0	20	N

## VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

## CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	5.80	0.00	5.80
MAJOR LEFTS				
EB	5.40	5.40	0.00	5.40
MINOR LEFTS				
SB	7.70	7.70	0.00	7.70

## IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
NAME OF THE NORTH/SOUTH STREET.... I-580 Southbound Off-Ramp  
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
OTHER INFORMATION.... 2015 background Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v (pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
SB LEFT	347	342	342	>	342 >	-5 > F
RIGHT	0	795	795	>	342 > -5 >	>F A
MAJOR STREET						
EB LEFT	0	867	867		867	867 A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET.... I-580 Southbound Off-Ramp  
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2015 background Traffic Volumes

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IDENTIFYING INFORMATION

---

AVERAGE RUNNING SPEED, MAJOR STREET.. 50  
 PEAK HOUR FACTOR..... .95  
 AREA POPULATION..... 175000  
 NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET..... I-580 Southbound Off-Ramp  
 NAME OF THE ANALYST..... Solaegui Engineers  
 DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993  
 TIME PERIOD ANALYZED..... PM Peak Hour  
 OTHER INFORMATION.... 2015 Background Plus Project Traffic Volumes

INTERSECTION TYPE AND CONTROL

---

INTERSECTION TYPE: T-INTERSECTION  
 MAJOR STREET DIRECTION: EAST/WEST  
 CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

---

	EB	WB	NB	SB
LEFT	0	0	--	300
THRU	318	296	--	0
RIGHT	0	0	--	0

NUMBER OF LANES

---

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

---

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	0	20	N

VEHICLE COMPOSITION

---

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

CRITICAL GAPS

---

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	5.80	0.00	5.80
MAJOR LEFTS				
EB	5.40	5.40	0.00	5.40
MINOR LEFTS				
SB	7.70	7.70	0.00	7.70

IDENTIFYING INFORMATION

---

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET.... I-580 Southbound Off-Ramp  
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2015 Background Plus Project Traffic Volumes



CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
SB LEFT	347	294	294	> 294	> 294	> F
RIGHT	0	732	732	> 732	> -53	> F
MAJOR STREET						
EB LEFT	0	799	799	799	799	A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET.... I-580 Southbound Off-Ramp  
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2015 Background Plus Project Traffic Volumes

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IDENTIFYING INFORMATION

-----

AVERAGE RUNNING SPEED, MAJOR STREET.. 50

PEAK HOUR FACTOR..... .95

AREA POPULATION..... 175000

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway

NAME OF THE NORTH/SOUTH STREET..... I-580 Northbound Off-Ramp

NAME OF THE ANALYST..... Solaegui Engineers

DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993

TIME PERIOD ANALYZED..... PM Peak Hour

OTHER INFORMATION.... 2007 Background Traffic Volumes

INTERSECTION TYPE AND CONTROL

-----

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE NORTHBOUND: STOP SIGN

TRAFFIC VOLUMES

-----

	EB	WB	NB	SB
LEFT	0	0	170	--
THRU	380	260	0	--
RIGHT	0	0	30	--

NUMBER OF LANES

-----

	EB	WB	NB	SB
LANES	1	1	1	--

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	0.00	90	20	N
SOUTHBOUND	-----	---	---	-

## VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	0	0	0
SOUTHBOUND	---	---	---

## CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
NB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
WB	5.40	5.40	0.00	5.40
MINOR LEFTS				
NB	7.70	7.70	0.00	7.70

## IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp  
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
OTHER INFORMATION.... 2007 Background Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
NB LEFT	197	282	282	> 282	> 85	E
				> 305	> 74	E
RIGHT	35	584	584	> 584	> 549	A
MAJOR STREET						
WB LEFT	0	719	719	719	719	A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp  
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
 OTHER INFORMATION..... 2007 Background Traffic Volumes

\*\*\*\*\*

IDENTIFYING INFORMATION

---

AVERAGE RUNNING SPEED, MAJOR STREET.. 50  
 PEAK HOUR FACTOR..... .95  
 AREA POPULATION..... 175000  
 NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET..... I-580 Northbound Off-Ramp  
 NAME OF THE ANALYST..... Solaegui Engineers  
 DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993  
 TIME PERIOD ANALYZED..... PM Peak Hour  
 OTHER INFORMATION.... 2007 Background Plus Project Traffic Volumes

INTERSECTION TYPE AND CONTROL

---

INTERSECTION TYPE: T-INTERSECTION  
 MAJOR STREET DIRECTION: EAST/WEST  
 CONTROL TYPE NORTHBOUND: STOP SIGN

TRAFFIC VOLUMES

---

	EB	WB	NB	SB
LEFT	0	0	204	--
THRU	398	292	0	--
RIGHT	0	0	30	--

NUMBER OF LANES

---

	EB	WB	NB	SB
LANES	1	1	1	--

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	0.00	90	20	N
SOUTHBOUND	----	---	---	-

## VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	0	0	0
SOUTHBOUND	---	---	---

## CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
NB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
WB	5.40	5.40	0.00	5.40
MINOR LEFTS				
NB	7.70	7.70	0.00	7.70

## IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp  
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
OTHER INFORMATION.... 2007 Background Plus Project Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v (pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
NB LEFT	236	257	257	>	257	> E
RIGHT	35	571	571	>	277	> E
					571	> A
MAJOR STREET						
WB LEFT	0	705	705		705	A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp  
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2007 Background Plus Project Traffic Volumes

\*\*\*\*\*

IDENTIFYING INFORMATION

-----

AVERAGE RUNNING SPEED, MAJOR STREET.. 50

PEAK HOUR FACTOR..... .95

AREA POPULATION..... 175000

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway

NAME OF THE NORTH/SOUTH STREET..... I-580 Northbound Off-Ramp

NAME OF THE ANALYST..... Solaegui Engineers

DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993

TIME PERIOD ANALYZED..... PM Peak Hour

OTHER INFORMATION.... 2015 Background Traffic Volumes

INTERSECTION TYPE AND CONTROL

-----

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE NORTHBOUND: STOP SIGN

TRAFFIC VOLUMES

-----

	EB	WB	NB	SB
LEFT	0	0	170	--
THRU	600	260	0	--
RIGHT	0	0	90	--

NUMBER OF LANES

-----

	EB	WB	NB	SB
LANES	2	2	1	--



	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	0.00	90	20	N
SOUTHBOUND	----	---	---	-

## VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	0	0	0
SOUTHBOUND	---	---	---

## CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
NB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
WB	5.90	5.90	0.00	5.90
MINOR LEFTS				
NB	8.20	8.20	0.00	8.20

## IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp  
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
OTHER INFORMATION.... 2015 Background Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v (pcph)	POTEN-	ACTUAL	SHARED		RESERVE		LOS
		TIAL CAPACITY c (pcph) p	MOVEMENT CAPACITY c (pcph) M	CAPACITY c (pcph) SH	CAPACITY c (pcph) SH	CAPACITY c = c - v R SH		
MINOR STREET								
NB LEFT	197	159	159	>	159	>	-38	> F
RIGHT	104	652	652	>	216	>	-85	> F
				>	652	>	548	> A
MAJOR STREET								
WB LEFT	0	476	476		476		476	A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp  
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2015 Background Traffic Volumes

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IDENTIFYING INFORMATION

---

AVERAGE RUNNING SPEED, MAJOR STREET.. 50  
 PEAK HOUR FACTOR..... .95  
 AREA POPULATION..... 175000  
 NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET..... I-580 Northbound Off-Ramp  
 NAME OF THE ANALYST..... Solaegui Engineers  
 DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993  
 TIME PERIOD ANALYZED..... PM Peak Hour  
 OTHER INFORMATION.... 2015 Background Plus Project Traffic Volumes

INTERSECTION TYPE AND CONTROL

---

INTERSECTION TYPE: T-INTERSECTION  
 MAJOR STREET DIRECTION: EAST/WEST  
 CONTROL TYPE NORTHBOUND: STOP SIGN

TRAFFIC VOLUMES

---

	EB	WB	NB	SB
LEFT	0	0	204	--
THRU	618	292	0	--
RIGHT	0	0	90	--

NUMBER OF LANES

---

	EB	WB	NB	SB
LANES	2	2	1	--

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	0.00	90	20	N
SOUTHBOUND	-----	---	---	-

## VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	0	0	0
SOUTHBOUND	---	---	---

## CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
NB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
WB	5.90	5.90	0.00	5.90
MINOR LEFTS				
NB	8.20	8.20	0.00	8.20

## IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp  
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
OTHER INFORMATION.... 2015 Background Plus Project Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c (pcph) P	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
NB LEFT	236	141	141	> 141	> -95	> F
RIGHT	104	645	645	> 186 645	> -155 540	> F A
MAJOR STREET						
WB LEFT	0	465	465	465	465	A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp  
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2015 Background Plus Project Traffic Volumes

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IDENTIFYING INFORMATION

---

AVERAGE RUNNING SPEED, MAJOR STREET.. 35  
 PEAK HOUR FACTOR..... .95  
 AREA POPULATION..... 175000  
 NAME OF THE EAST/WEST STREET..... Zolezzi Lane  
 NAME OF THE NORTH/SOUTH STREET..... Wedge Parkway  
 NAME OF THE ANALYST..... Solaegui Engineers  
 DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993  
 TIME PERIOD ANALYZED..... PM Peak Hour  
 OTHER INFORMATION.... 2007 Background Traffic Volumes

INTERSECTION TYPE AND CONTROL

---

INTERSECTION TYPE: T-INTERSECTION  
 MAJOR STREET DIRECTION: EAST/WEST  
 CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

---

	EB	WB	NB	SB
LEFT	22	0	--	70
THRU	144	253	--	0
RIGHT	0	176	--	22

NUMBER OF LANES

---

	EB	WB	NB	SB
LANES	2	2	--	2

## ADJUSTMENT FACTORS

Page-2

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	----	---	---	-
SOUTHBOUND	0.00	90	20	N

## VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

## CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS SB	5.70	5.70	0.00	5.70
MAJOR LEFTS EB	5.60	5.60	0.00	5.60
MINOR LEFTS SB	7.30	7.30	0.00	7.30

## IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Zolezzi Lane  
NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway  
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
OTHER INFORMATION.... 2007 Background Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
SB LEFT	81	388	379	379	298	C
RIGHT	25	828	828	828	802	A
MAJOR STREET						
EB LEFT	25	647	647	647	621	A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Zolezzi Lane  
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway  
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2007 Background Traffic Volumes



\*\*\*\*\*

IDENTIFYING INFORMATION

-----

AVERAGE RUNNING SPEED, MAJOR STREET.. 35

PEAK HOUR FACTOR..... .95

AREA POPULATION..... 175000

NAME OF THE EAST/WEST STREET..... Zolezzi Lane

NAME OF THE NORTH/SOUTH STREET..... Wedge Parkway

NAME OF THE ANALYST..... Solaegui Engineers

DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993

TIME PERIOD ANALYZED..... PM Peak Hour

OTHER INFORMATION.... 2007 Background Plus Project Traffic Volumes

INTERSECTION TYPE AND CONTROL

-----

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

-----

	EB	WB	NB	SB
LEFT	22	0	--	380
THRU	144	253	--	0
RIGHT	0	728	--	22

NUMBER OF LANES

-----

	EB	WB	NB	SB
LANES	2	2	--	2

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	----	---	---	-
SOUTHBOUND	0.00	90	20	N

## VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

## CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	5.70	5.70	0.00	5.70
MAJOR LEFTS				
EB	5.60	5.60	0.00	5.60
MINOR LEFTS				
SB	7.30	7.30	0.00	7.30

## IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Zolezzi Lane  
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway  
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2007 Background Plus Project Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v (pcph)	POTEN-	ACTUAL	SHARED	RESERVE		LOS
		TIAL	MOVEMENT		CAPACITY		
		CAPACITY	CAPACITY	CAPACITY	c = c	- v	
		c (pcph)	c (pcph)	c (pcph)	R	SH	
		p	M	SH			
MINOR STREET							
SB LEFT	440	238	226	226		-214	F
RIGHT	25	585	585	585		559	A
MAJOR STREET							
EB LEFT	25	306	306	306		281	C

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Zolezzi Lane  
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway  
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2007 Background Plus Project Traffic Volumes

\*\*\*\*\*

IDENTIFYING INFORMATION

---

AVERAGE RUNNING SPEED, MAJOR STREET.. 50  
 PEAK HOUR FACTOR..... .95  
 AREA POPULATION..... 175000  
 NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET..... Wedge Parkway  
 NAME OF THE ANALYST..... Solaegui Engineers  
 DATE OF THE ANALYSIS (mm/dd/yy)..... 07-17-1993  
 TIME PERIOD ANALYZED..... PM Peak Hour  
 OTHER INFORMATION.... 2007 Background Traffic Volumes

INTERSECTION TYPE AND CONTROL

---

INTERSECTION TYPE: T-INTERSECTION  
 MAJOR STREET DIRECTION: EAST/WEST  
 CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

---

	EB	WB	NB	SB
LEFT	5	0	--	75
THRU	728	832	--	0
RIGHT	0	130	--	5

NUMBER OF LANES

---

	EB	WB	NB	SB
LANES	2	2	--	2

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	-3.00	0	0	
WESTBOUND	3.00	0	0	
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	25	N

## VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

## CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
EB	5.90	5.90	0.00	5.90
MINOR LEFTS				
SB	3.20	3.20	0.00	3.20

## IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
NAME OF THE NORTH/SOUTH STREET..... Wedge Parkway  
DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour  
OTHER INFORMATION.... 2007 Background Traffic Volumes

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
SB LEFT	87	41	41	41	-46	F
RIGHT	6	511	511	511	505	A
MAJOR STREET						
EB LEFT	5	278	278	278	273	C

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway  
 DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2007 Background Traffic Volumes

\*\*\*\*\*

IDENTIFYING INFORMATION

---

AVERAGE RUNNING SPEED, MAJOR STREET.. 50  
 PEAK HOUR FACTOR..... .95  
 AREA POPULATION..... 175000  
 NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET..... Wedge Parkway  
 NAME OF THE ANALYST..... Solaegui Engineers  
 DATE OF THE ANALYSIS (mm/dd/yy)..... 07-17-1993  
 TIME PERIOD ANALYZED..... PM Peak Hour  
 OTHER INFORMATION.... 2007 Background Plus Project Traffic Volumes

INTERSECTION TYPE AND CONTROL

---

INTERSECTION TYPE: T-INTERSECTION  
 MAJOR STREET DIRECTION: EAST/WEST  
 CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

---

	EB	WB	NB	SB
LEFT	5	0	--	75
THRU	783	928	--	0
RIGHT	0	130	--	5

NUMBER OF LANES

---

	EB	WB	NB	SB
LANES	2	2	--	2

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	-3.00	0	0	
WESTBOUND	3.00	0	0	
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	25	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
EB	5.90	5.90	0.00	5.90
MINOR LEFTS				
SB	8.20	8.20	0.00	8.20

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway  
 DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2007 Background Plus Project Traffic Volumes



CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v (pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
SB LEFT	87	41	40	40	-46	F
RIGHT	6	477	477	477	471	A
MAJOR STREET						
EB LEFT	5	244	244	244	239	C

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway  
 DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2007 Background Plus Project Traffic Volumes

\*\*\*\*\*

IDENTIFYING INFORMATION

-----

AVERAGE RUNNING SPEED, MAJOR STREET.. 50

PEAK HOUR FACTOR..... .95

AREA POPULATION..... 175000

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway

NAME OF THE NORTH/SOUTH STREET..... Wedge Parkway

NAME OF THE ANALYST..... Solaegui Engineers

DATE OF THE ANALYSIS (mm/dd/yy)..... 07-17-1993

TIME PERIOD ANALYZED..... PM Peak Hour

OTHER INFORMATION.... 2015 Background Traffic Volumes

INTERSECTION TYPE AND CONTROL

-----

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

-----

	EB	WB	NB	SB
LEFT	8	0	--	80
THRU	734	840	--	0
RIGHT	0	148	--	5

NUMBER OF LANES

-----

	EB	WB	NB	SB
LANES	2	2	--	2

## ADJUSTMENT FACTORS

Page-2

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	-3.00	0	0	
WESTBOUND	3.00	0	0	
NORTHBOUND	----	---	---	-
SOUTHBOUND	0.00	90	25	N

## VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

## CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
EB	5.90	5.90	0.00	5.90
MINOR LEFTS				
SB	8.20	8.20	0.00	8.20

## IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway  
DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour  
OTHER INFORMATION..... 2015 Background Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
SB LEFT	93	41	40	40	-52	F
RIGHT	6	502	502	502	496	A
MAJOR STREET						
EB LEFT	8	269	269	269	261	C

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway  
 DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2015 Background Traffic Volumes

\*\*\*\*\*

IDENTIFYING INFORMATION

---

AVERAGE RUNNING SPEED, MAJOR STREET.. 50  
 PEAK HOUR FACTOR..... .95  
 AREA POPULATION..... 175000  
 NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET..... Wedge Parkway  
 NAME OF THE ANALYST..... Solaegui Engineers  
 DATE OF THE ANALYSIS (mm/dd/yy)..... 07-17-1993  
 TIME PERIOD ANALYZED..... PM Peak Hour  
 OTHER INFORMATION.... 2015 Background Plus Project Traffic Volumes

INTERSECTION TYPE AND CONTROL

---

INTERSECTION TYPE: T-INTERSECTION  
 MAJOR STREET DIRECTION: EAST/WEST  
 CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

---

	EB	WB	NB	SB
LEFT	8	0	--	80
THRU	789	936	--	0
RIGHT	0	148	--	5

NUMBER OF LANES

---

	EB	WB	NB	SB
LANES	2	2	--	2

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	-3.00	0	0	
WESTBOUND	3.00	0	0	
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	25	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
EB	5.90	5.90	0.00	5.90
MINOR LEFTS				
SB	8.20	8.20	0.00	8.20

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway  
 DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2015 Background Plus Project Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

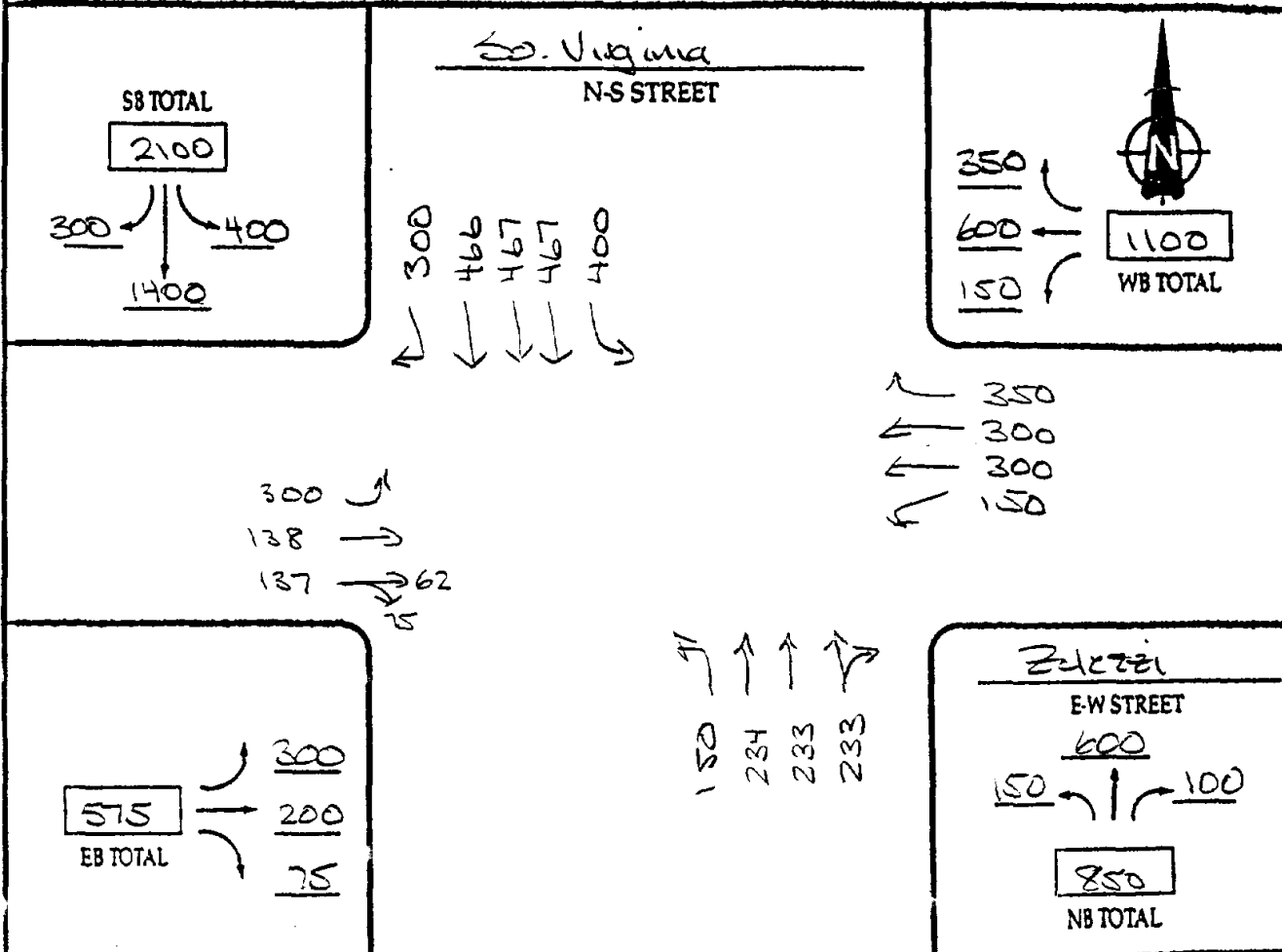
MOVEMENT	FLOW-RATE v (pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
SB LEFT	93	41	40	40	-52	F
RIGHT	6	467	467	467	461	A
MAJOR STREET						
EB LEFT	8	235	235	235	227	C

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway  
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway  
 DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour  
 OTHER INFORMATION.... 2015 Background Plus Project Traffic Volumes

### PLANNING APPLICATION WORKSHEET

Intersection: So. Virginia / Zaccari Date: 8/93  
 Analyst: Solaqui Eng. Time Period Analyzed: 2015 PM PEAK  
 Project No. \_\_\_\_\_ City/State: Reno, NV Background volumes



EB LT	=	<u>300</u>	
WB TH	=	<u>300</u>	
WB LT	=	<u>150</u>	} OR
EB TH	=	<u>138</u>	
		<u>288</u>	

NB LT	=	<u>150</u>	
SB TH	=	<u>467</u>	
SB LT	=	<u>400</u>	} OR
NB TH	=	<u>234</u>	
		<u>634</u>	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

600 E-W CRITICAL + 634 N-S CRITICAL = 1234 STATUS? NEAR

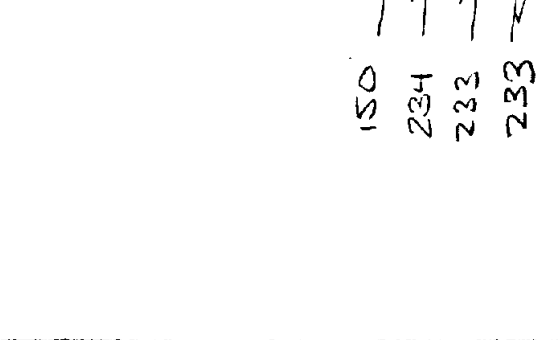
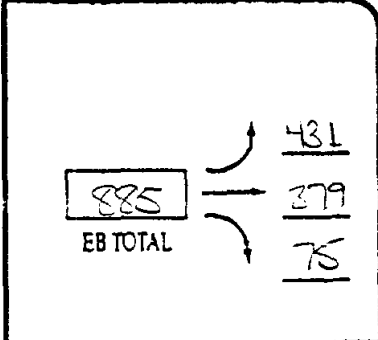
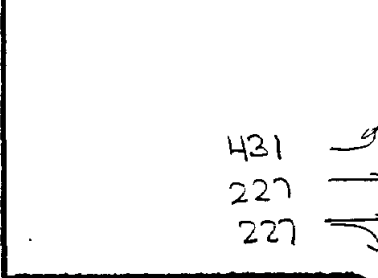
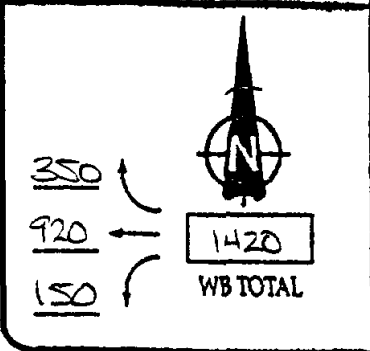
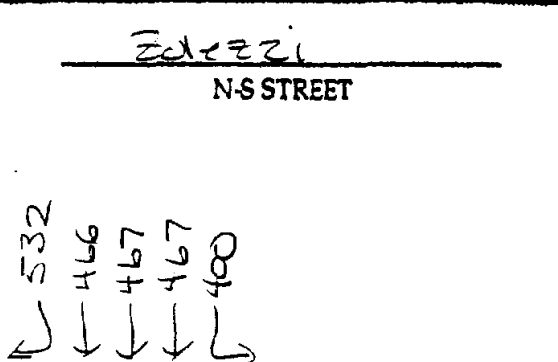
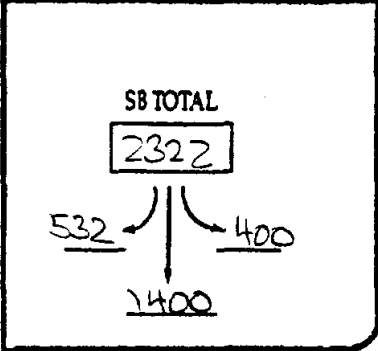


**PLANNING APPLICATION WORKSHEET**

Intersection: So. Virginia / Zedezi Date: 8/93

Analyst: Schaegui Engineers Time Period Analyzed: 2:15 PM Peak + Adv.

Project No. \_\_\_\_\_ City/State: Reno, NV



EB LT	=	<u>431</u>	
WB TH	=	<u>460</u>	
		<u>891</u>	} OR
WB LT	=	<u>150</u>	
EB TH	=	<u>227</u>	
		<u>377</u>	

NB LT	=	<u>150</u>	
SB TH	=	<u>467</u>	
		<u>617</u>	} OR
SB LT	=	<u>400</u>	
NB TH	=	<u>234</u>	
		<u>634</u>	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

891 + 634 = 1525 STATUS? OVER

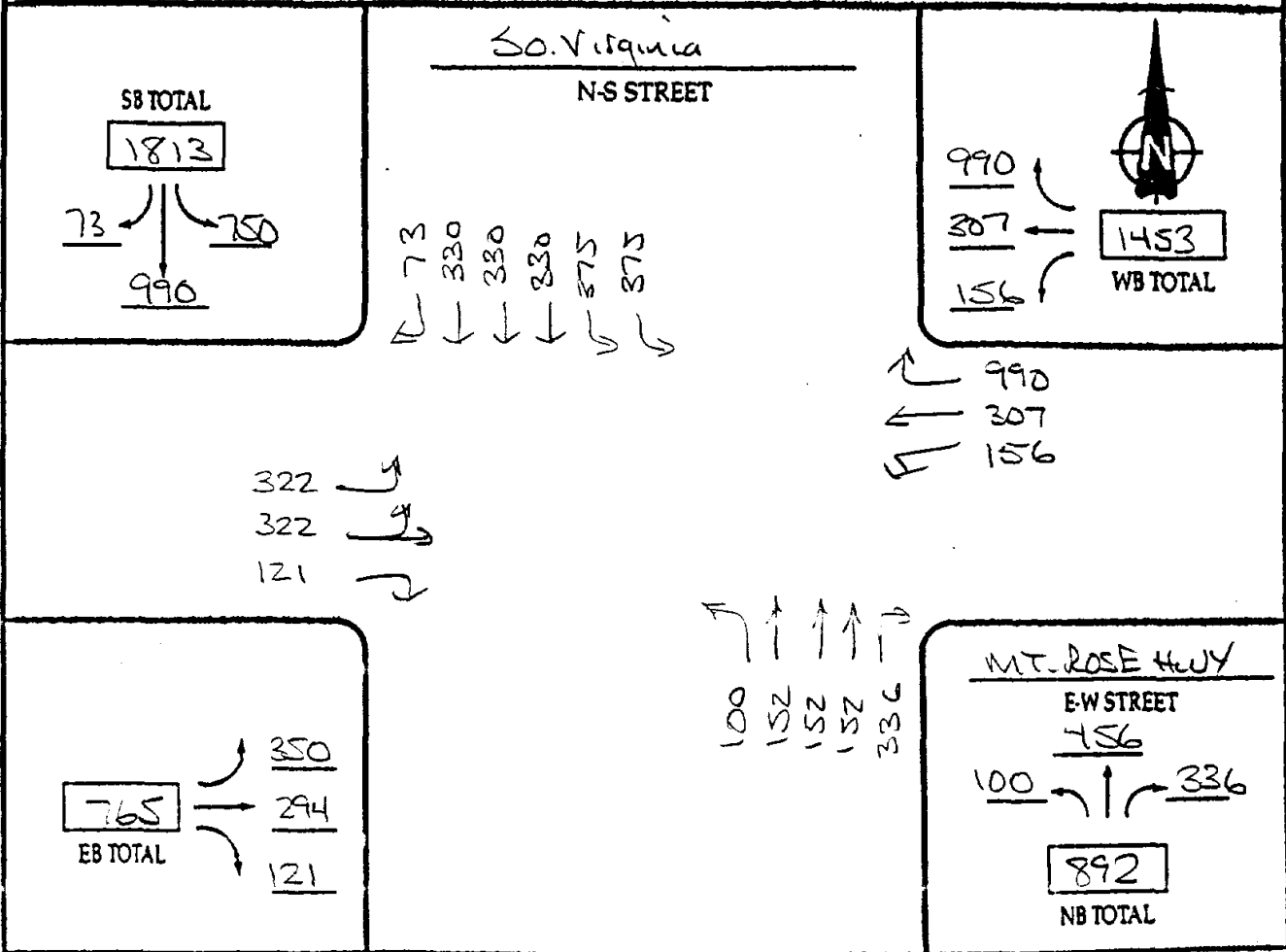
E-W CRITICAL + N-S CRITICAL

**PLANNING APPLICATION WORKSHEET**

Intersection: So. Virginia/Mt. Rose Date: 8/93

Analyst: Solaequi Eng. Time Period Analyzed: 2015 PM P.H. Backup

Project No. \_\_\_\_\_ City/State: Reno NV



EB LT	=	<u>322</u>
WB TH	=	<u>307</u>
WB LT	=	<u>156</u>
EB TH	=	<u>322</u>
		<b>629</b>
	OR	<b>478</b>

NB LT	=	<u>100</u>
SB TH	=	<u>330</u>
SB LT	=	<u>375</u>
NB TH	=	<u>152</u>
		<b>430</b>
	OR	<b>527</b>

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

629 + 527 = 1156 STATUS? Under

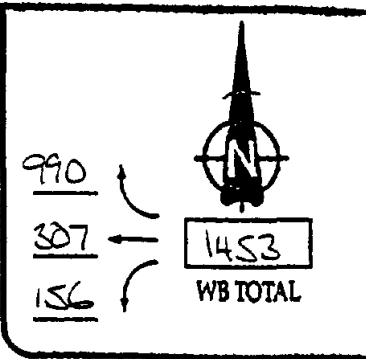
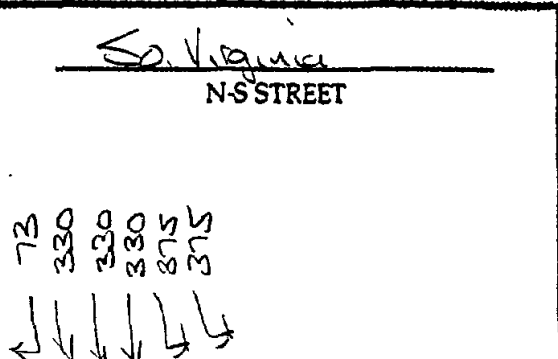
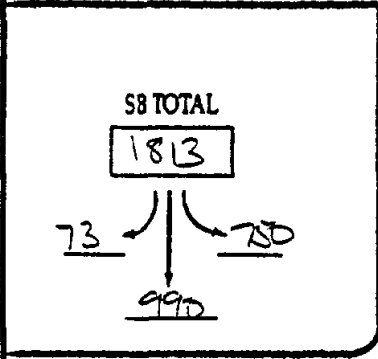
E-W CRITICAL      N-S CRITICAL

**PLANNING APPLICATION WORKSHEET**

Intersection: So. Virginia / Mt. Rose Date: 8/93

Analyst: Sokoguchi Eng. Time Period Analyzed: 2:05 PM Peak + Adj. Ref

Project No. \_\_\_\_\_ City/State: Reno, NV



322 ↗

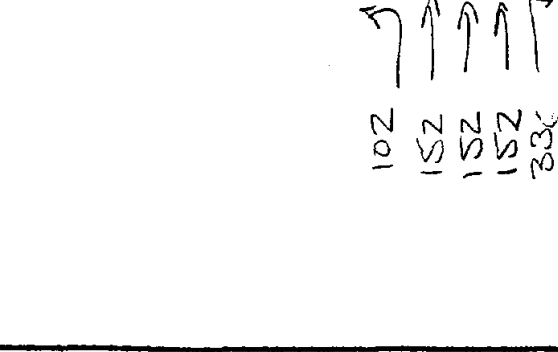
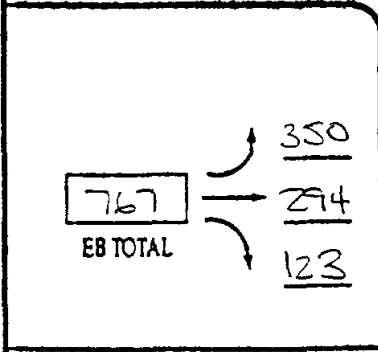
322 →

123 ↘

← 990

← 307

↙ 156



↖

↑

↑

↑

↑

102

152

152

152

336

EB LT	=	322	
WB TH	=	307	
		629	} OR
WB LT	=	156	
EB TH	=	322	
		478	

NB LT	=	102	
SB TH	=	330	
		432	} OR
SB LT	=	375	
NB TH	=	152	
		527	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

629 + 527 = 1156 STATUS? Under

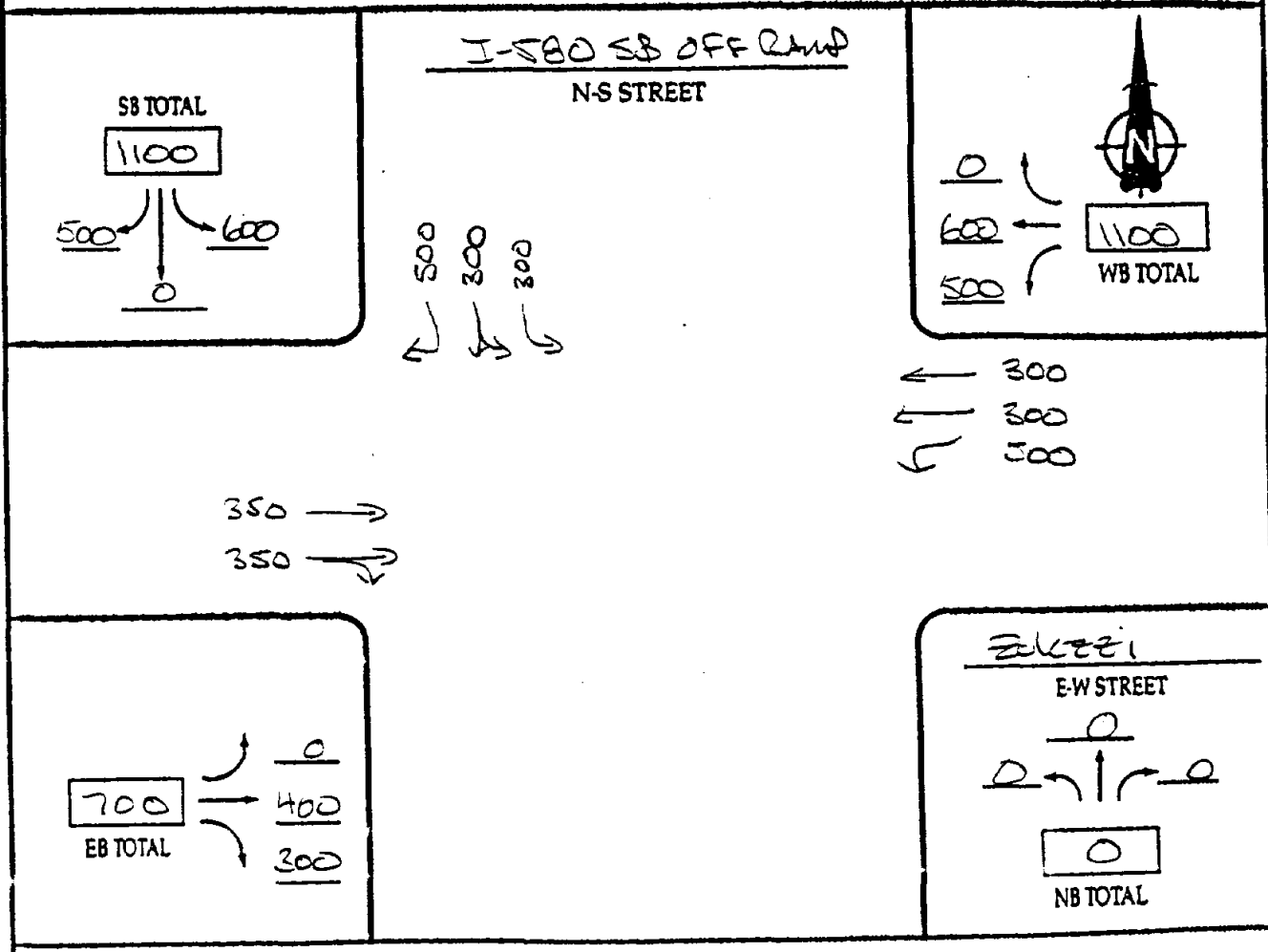
E-W CRITICAL      N-S CRITICAL

**PLANNING APPLICATION WORKSHEET**

Intersection: Zolezzi / I-580 SB Ramps Date: 8/93

Analyst: \_\_\_\_\_ Time Period Analyzed: 2015 PM Background

Project No. \_\_\_\_\_ City/State: \_\_\_\_\_



EB LT	=	<u>0</u>	
WB TH	=	<u>300</u>	
WB LT	=	<u>300</u>	} OR
EB TH	=	<u>350</u>	
		<u>850</u>	

NB LT	=	<u>0</u>	
SB TH	=	<u>0</u>	
SB LT	=	<u>300</u>	} OR
NB TH	=	<u>0</u>	
		<u>300</u>	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

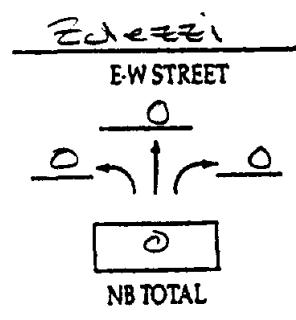
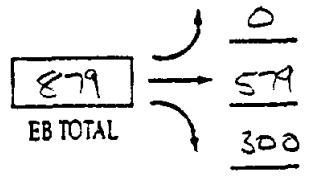
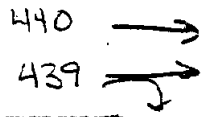
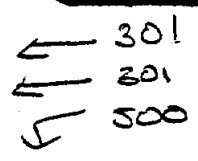
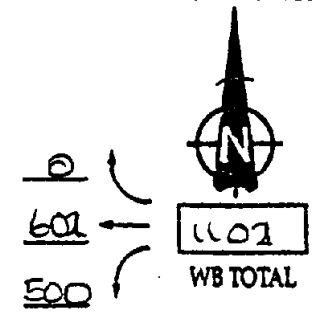
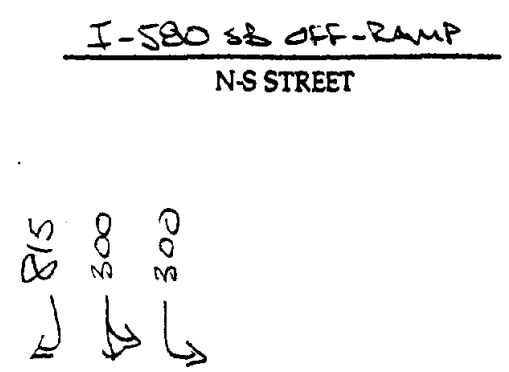
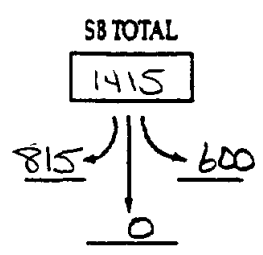
850 E-W CRITICAL + 300 N-S CRITICAL = 1150 STATUS: Under

**PLANNING APPLICATION WORKSHEET**

Intersection: Zelezzi / I-580 SB Ramps Date: 8/93

Analyst: \_\_\_\_\_ Time Period Analyzed: 2015 PM Peak + Prtg

Project No. \_\_\_\_\_ City/State: Reno, NV



EB LT	=	0	
WB TH	=	301	
WB LT	=	301	} OR
	=	500	
EB TH	=	440	
	=	940	

NB LT	=	0	
SB TH	=	0	
SB LT	=	0	} OR
	=	300	
NB TH	=	0	
	=	300	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

940 + 300 = 1240 STATUS? NEAR

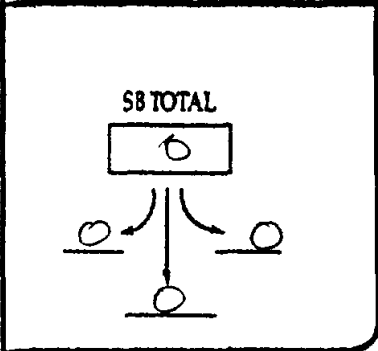
E-W CRITICAL      N-S CRITICAL

**PLANNING APPLICATION WORKSHEET**

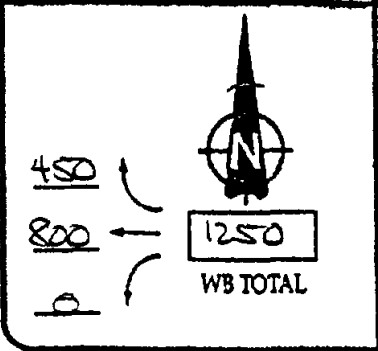
Intersection: Zdeeei / I-580 NB Ramps Date: 8/93

Analyst: \_\_\_\_\_ Time Period Analyzed: 2015 PM Background

Project No. \_\_\_\_\_ City/State: Revo, NV



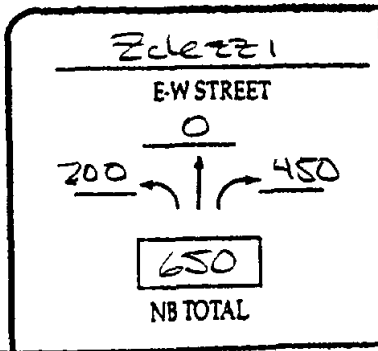
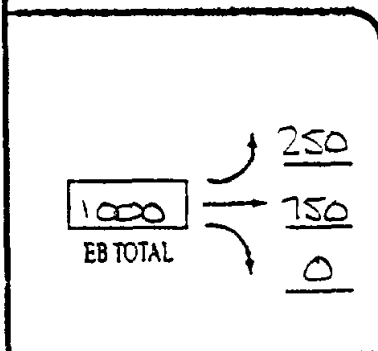
I-580 NB OFF RAMP  
N-S STREET



125 ↗  
125 ↘  
375 →  
375 →

↖ 625  
← 625

↖ 200  
↘ 450



EB LT	=	<u>125</u>	
WB TH	=	<u>625</u>	
WB LT	=	<u>750</u>	} OR
EB TH	=	<u>375</u>	
		<u>375</u>	

NB LT	=	<u>200</u>	
SB TH	=	<u>0</u>	
SB LT	=	<u>200</u>	} OR
NB TH	=	<u>0</u>	
		<u>0</u>	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

750 + 200 = 950 STATUS? Under

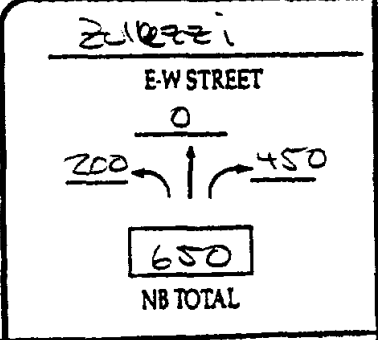
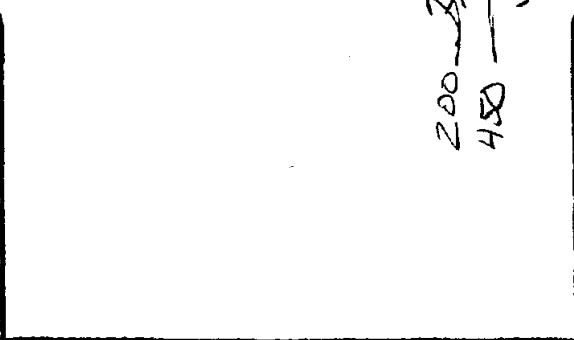
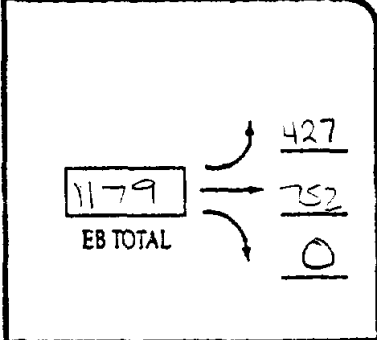
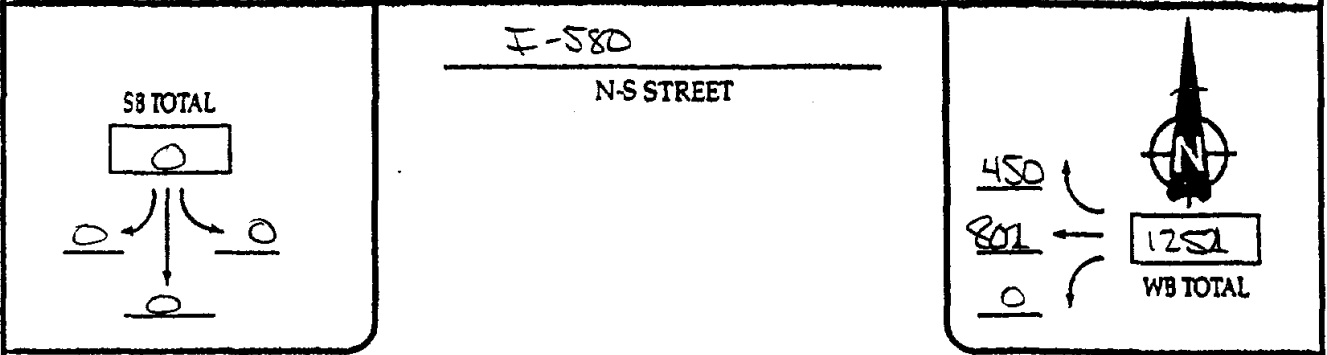
E-W CRITICAL      N-S CRITICAL

**PLANNING APPLICATION WORKSHEET**

Intersection: Zukerzi / I-580 WB Ramps Date: 8/93

Analyst: \_\_\_\_\_ Time Period Analyzed: 2:15 PM Peak + Project

Project No. \_\_\_\_\_ City/State: \_\_\_\_\_



EB LT	=	<u>214</u>	
WB TH	=	<u>626</u>	
		<u>840</u>	} OR
WB LT	=	<u>0</u>	
EB TH	=	<u>376</u>	
		<u>376</u>	

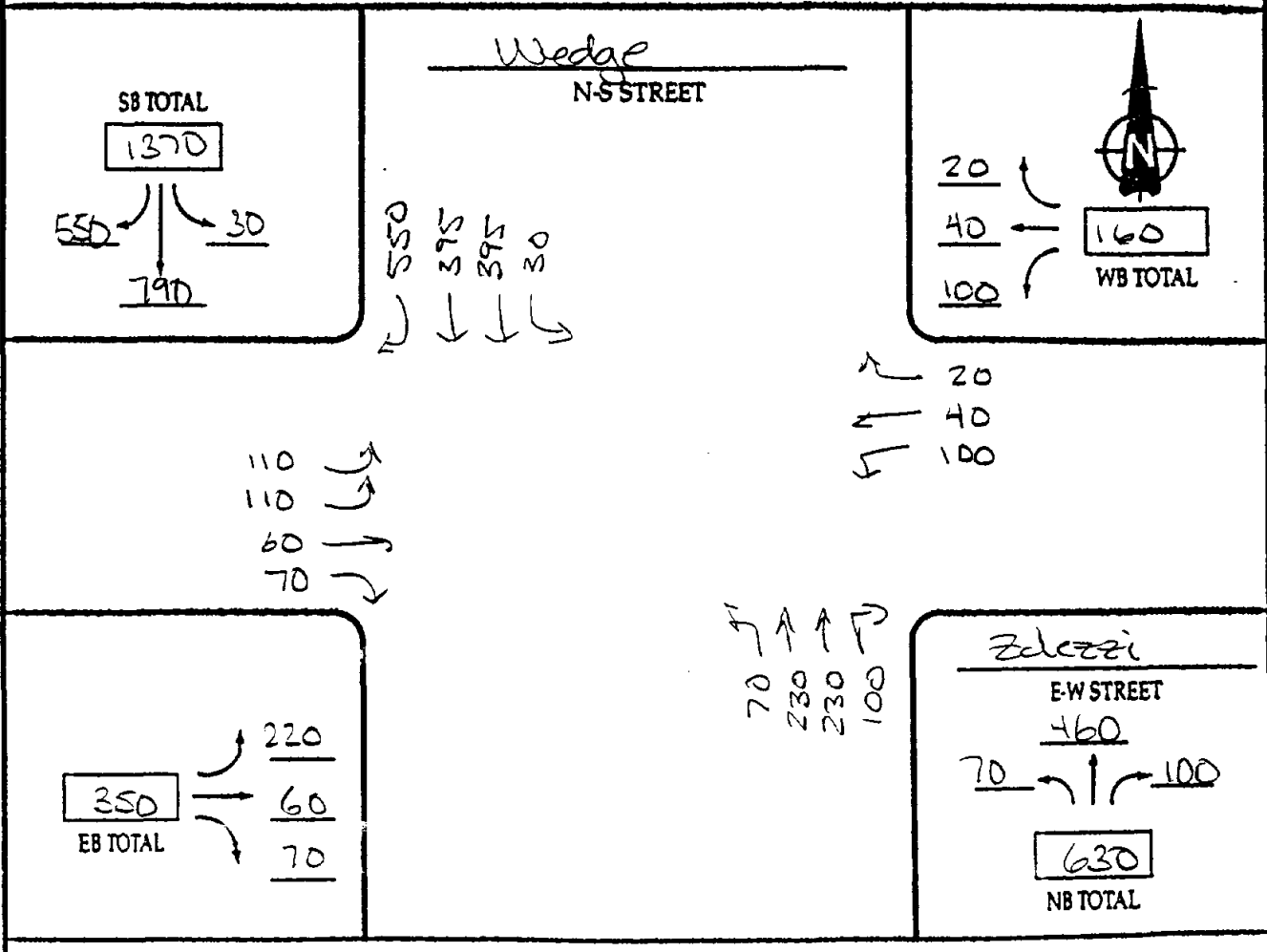
NB LT	=	<u>200</u>	
SB TH	=	<u>0</u>	
		<u>200</u>	} OR
SB LT	=	<u>0</u>	
NB TH	=	<u>0</u>	
		<u>0</u>	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

840 E-W CRITICAL + 200 N-S CRITICAL = 1040 STATUS? Under

**PLANNING APPLICATION WORKSHEET**

Intersection: Zaleski / Wedge Date: 8/93  
 Analyst: Solarqui Fry Time Period Analyzed: 2015 PM Background  
 Project No. \_\_\_\_\_ City/State: Reno NV



EB LT	=	<u>110</u>	
WB TH	=	<u>40</u>	
WB LT	=	<u>100</u>	} OR
EB TH	=	<u>60</u>	
		<u>150</u>	
		<u>160</u>	

NB LT	=	<u>70</u>	
SB TH	=	<u>395</u>	
SB LT	=	<u>30</u>	} OR
NB TH	=	<u>230</u>	
		<u>465</u>	
		<u>260</u>	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

160 E-W CRITICAL + 465 N-S CRITICAL = 625 STATUS: Under

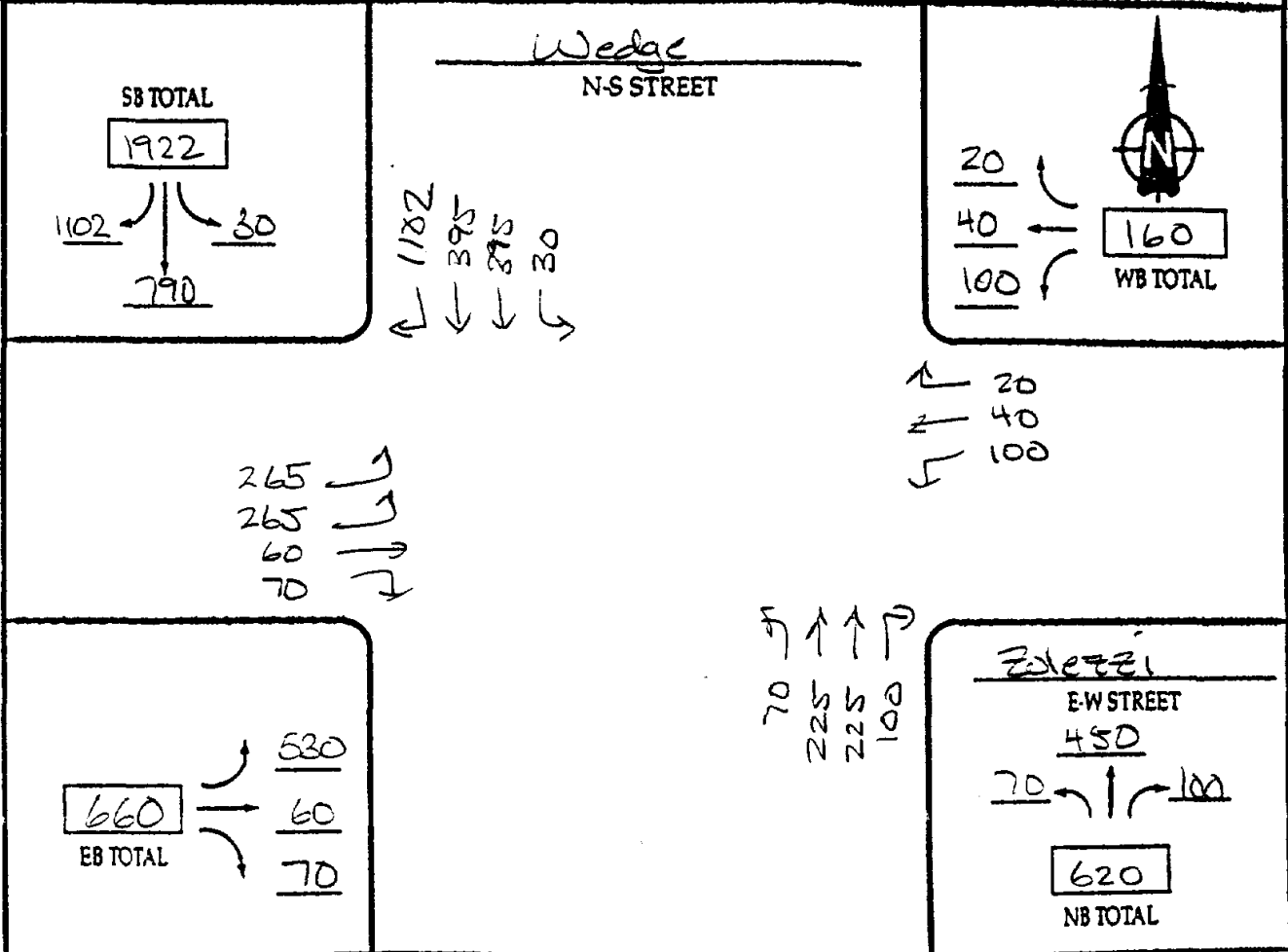


**PLANNING APPLICATION WORKSHEET**

Intersection: Zolezzi / Wedge Date: 8/93

Analyst: Soluequi Eng Time Period Analyzed: 2:15 PM Peak + Peak

Project No. \_\_\_\_\_ City/State: Reno NV



EB LT	=	<u>265</u>	
WB TH	=	<u>40</u>	
WB LT	=	<u>100</u>	} OR
EB TH	=	<u>60</u>	
		<u>305</u>	
		<u>160</u>	

NB LT	=	<u>70</u>	
SB TH	=	<u>395</u>	
SB LT	=	<u>30</u>	} OR
NB TH	=	<u>225</u>	
		<u>465</u>	
		<u>255</u>	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

305 + 465 = 770 STATUS: Under

E-W CRITICAL + N-S CRITICAL

APPENDIX D

GEOTECHNICAL INVESTIGATION  
SOUTHWEST POINTE

WASHOE COUNTY, NEVADA

PREPARED BY:  
HARDING LAWSON ASSOCIATES

**GEOTECHNICAL INVESTIGATION  
SOUTHWEST POINTE  
PHASE I  
RENO, NEVADA**

Prepared for

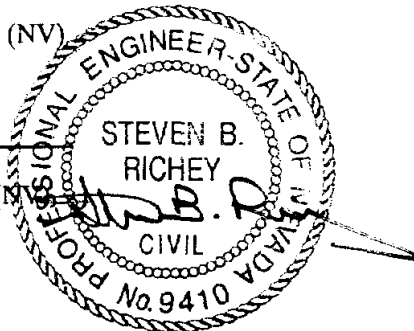
**Dingman Investments**  
1597 Esmeralda Avenue  
Minden, Nevada 89423

HLA Project No. 25281



Mary E. Wells, P.E.  
Civil Engineer - 10096 (NV)

Steven B. Richey, P.E.  
Civil Engineer - 9410 (NV)



August 16, 1993

8-17-93



**Harding Lawson Associates**  
Engineering and Environmental Services  
961 Matley Lane, Suite 110  
Reno, NV 89502 - (702) 329-6123

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## ILLUSTRATIONS TABLES

1.0 INTRODUCTION

This report presents the results of Harding Lawson Associates' (HLA) geotechnical investigation for the proposed Southwest Pointe - Phase I. The site is located north of State Highway 431 and west of Thomas Creek Road in Washoe County, Nevada.

HLA understands the development for Phase I covers approximately 375 acres for single family homes and in addition will include one 18-hole professional golf course. No finish grade elevations for roadways or residential lots were established at the time of this investigation.

HLA's services were provided in accordance with the revised HLA letter proposal dated July 12, 1993. The scope of services consisted of the following:

- Locate, excavate by backhoe, log, and sample 15 to 20 exploration test pits for soil engineering recommendations and 12 exploration test pits (trenches) to better define the extent of individual faults and their age (pre- or post-Holocene) in residential areas.
- Conduct laboratory testing on representative soil samples obtained from test pits to check field classifications and soil engineering properties.
- Perform engineering analysis to develop recommendations for site grading, foundation design criteria, and pavement structural section thickness.

- Prepare a typed report (this report) summarizing our field observations, test pit logs, site plan, laboratory test data, and soil recommendations for the site. The report will also provide recommendations for residential structure setbacks from potentially active faults.
- Soil engineering recommendations will include:
  1. Spread footing design
  2. Resistance to lateral loads
  3. Estimate of settlement
  4. Allowable soil bearing pressure
  5. Site preparation and grading
  6. Preliminary flexible pavement structural section thickness
  7. Fault hazard set back

HLA previously conducted an investigation at the proposed Southwest Pointe and prepared a report entitled, "Preliminary Geological Earthquake Fault Investigation, Proposed Redfield Estates, Reno, Nevada," dated July 31, 1992.

This document was prepared for the sole use of Dingman Investments and CFA, Inc., the only intended beneficiaries of HLA's work. No other party should rely on the information contained herein without prior written consent of HLA.

## 2.0 FIELD EXPLORATION AND LABORATORY TESTING

HLA explored subsurface soil conditions by excavating 27 test pits, TP-1 through TP-27, to depths ranging from 3.5 to 7.0 feet at the locations presented on Plate 1. Potential faults were investigated by excavating 15 test pits, TP-4 through TP-13, TP-16, TP-20, TP-24, TP-25, and TP-27.

The laboratory test results are summarized on the test pit logs, Plates 2 through 15. Individual soil test results are presented on Plates 17 through 19.

The test pits were excavated using a Case 580K rubber-tire backhoe. HLA's geotechnical engineers logged the test pits and closely inspected each test pit for fault features and obtained loose bulk soil samples at selected depths.

Summary logs of the test pits are presented on Plates 2 through 15. The soils were visually classified in accordance with the Unified Soil Classification System (ASTM D2487-85) shown on Plate 16.

Our geological engineer examined each lineament in the field to determine if the topographic irregularities are fault related, due to changes in vegetation or from man-made modification. Stereographic examination of aerial photographs was used to assist in the identification and interpretation. Low sun angle aerial photographs on file with the Nevada Bureau of Mines and Geology and aerial photographs provided by CFA, Inc. were of particular help in evaluating surface lineaments. Faults that were considered to be active (Holocene age) were staked in the field by HLA's field engineer and surveyed by CFA, Inc.

Soil samples obtained from test pits were reexamined in the laboratory to confirm field classifications and to select representative samples for testing. The laboratory testing program included percent passing No. 200 sieve size, particle size analysis, Atterberg limits and resistance value (R-value) tests. Due to the cemented characteristics of the subgrade soils encountered and shown on the test pit logs as poorly graded sand, particle size analysis results are not presented. Many large cemented sand chunks, on the order of 12 inches, would not break down during washing, drying and sieving.

### 3.0 SURFACE AND SUBSURFACE CONDITIONS

#### 3.1 Surface Conditions

The site is covered with a moderate to dense growth of bitterbrush and sagebrush and thinly scattered field grass and alfalfa. Numerous cobbles and boulders (diameter  $\leq$  4 feet) are scattered at the surface across the site. Some dirt roads and powerlines are located on the site.

The site slope varies, ranging from approximately 2 to 25 percent to the northeast. Maximum relief across the site, west to east, is approximately 670 feet. Several drainages on site trend southwest to northeast. Thomas Creek borders the southern and eastern portions of the development.

#### 3.2 Subsurface Conditions

As shown on the summary logs of test pits, the subsurface soils in general consist of loose silty sand (topsoil) in the upper 6 to 12 inches underlain by medium dense to dense clayey sand or moderately to highly expansive, desiccated, stiff to very stiff sandy fat clay to depths of approximately 3 feet. Underlying the clayey soils in the majority of the test pits is partially cemented to cemented medium dense to very dense poorly graded sand with silt, gravel, cobbles, and boulders (dia.  $\leq$  3 feet). The depth of these soils, which were very difficult to excavate, ranged from one foot to the depth explored or refusal for the Case 580K backhoe. The percentage of gravel, cobbles, and boulders (by volume) at each test pit varied, but was as high as 40 to 50 percent gravel, 30 to 40 percent cobbles, and 5 to 10 percent boulders.

No free groundwater was encountered in the test pits at the time of our investigation.

#### 3.3 Geologic Setting

The property is situated on the gently sloping surface of the broad Mt. Rose fan complex believed to have formed during Illinoian time (mid- to late-Pleistocene or pre-Holocene). The fans are part of the Donner Lake outwash and consist of poorly sorted, silty and clayey pebble gravels with variable amounts of cobbles and boulders, mostly of volcanic origin with some of granitic origin. These "cemented gravels" have a weathered, clay-residual soil horizon that is

overlain by a dark brown sandy silt surface soil judged to be of younger age, probably Holocene. The fan deposits are up to several hundred feet in thickness and were deposited by meandering streams draining the higher elevations in the Mt. Rose area. According to published geologic maps, numerous fault scarps trending in a north-south direction are present throughout the west slope of the Reno basin and Truckee Meadows and have been age-dated based on morphologic features. In general, the more pronounced and steeper the break-in-slope or topographic scarp, the more recent the faulting. In other locations, disrupted drainage courses and displacement of young soil deposits are indicative of faulting during Recent or Holocene time.

4.0 CONCLUSIONS AND RECOMMENDATIONS

4.1 Faults

Faults are dated based on the age of the most recent movement or by the age of the materials that have been displaced. Ideally, age dates on faults are determined by trenching a segment of a fault which has Holocene age materials along its length to determine if these materials have actually been displaced, i.e., the fault is younger than 11,000 years before present (YBP); or has not displaced Holocene age material and, therefore, the fault is older than 11,000 YBP.

Test pits (trenches) were located across scarps and topographical features judged to be fault related. Trenches exposed near-vertical contacts between different soil units. The contacts are considered to be fault contacts. Because the displacement extends through the residual soil zone into the upper dark brown soil zone, these faults are considered active.

The fault traces that were trenched and staked are judged to be fault traces having relatively high risk of ground rupture from local earthquakes. Buildings for human occupancy should not be sited over these faults and a zone of no construction is recommended for each side of the fault. Setbacks for each fault are presented on Table 3. These zones are necessary due to inaccuracies in precisely locating the continuation of the fault trace and to allow for irregular surface rupture patterns which may occur during fault movement. Additionally, two areas shown on Plate 1 have a high density of faults not individually located, and in HLA's professional judgment, are not suitable for occupied residential development.

4.2 Site Grading

4.2.1 Clearing and Stripping

Structural, roadway, and proposed fill areas should be cleared of the existing surface vegetation, cobbles, and boulders. Clearing and stripping should extend horizontally at least 5 feet beyond the above areas. The estimated stripping depth is from 6 to 12 inches. The stripped material is unsuitable for use as engineered fill, but may be used in landscaping areas, if suitable.

4.2.2 Fill Criteria

Generally, the existing granular subsurface soils can be used as engineered fill provided rocks larger than 6 inches are screened out of the soil and they do not contain any organic or debris.

Native sandy fat clay soils should be removed from beneath proposed footings, pavement areas, and concrete slabs (house, garage, driveway, sidewalk, and patios) due to their desiccated condition and expansion potential. Overexcavation of the sandy fat clay should be verified by the soils engineer prior to placement of engineered fill to ensure that soil conditions are consistent with our recommendations. The clayey soils may be suitable for pond lining.

Screened rocks may be placed in fill areas if the following criteria is met: No placement within 4 feet of finished subgrade elevations in structure and roadway areas; nesting is unacceptable; soils engineer should observe placement of all oversize rocks to verify that compacted fill is placed within all voids around the rocks. HLA recommends that oversize rocks not be placed in roadway or structural fill areas to minimize the difficult excavating for utility construction.

Imported fill and native soils used as engineered fill should be reasonably well graded, granular and free of organic and other perishable material. In addition, they should meet the following criteria:

Sieve Size	Percent Passing (bv dry weight)
6 inch	100
No. 200	0-25
Liquid Limit	35% maximum
Plasticity Index	15% maximum
R-value*	25 minimum

\* Pavement areas only

4.2.3 Fill Placement

Before fill placement, exposed surfaces should be scarified to a minimum depth of 8 inches and recompacted to at least 90 percent relative



compaction<sup>1</sup> at or near optimum moisture content except for landscape areas which should be recompactd to at least 85 percent relative compaction.

Fill should be placed in lifts not exceeding 8 inches (loose thickness), moisture conditioned to near optimum moisture content, and compacted to at least 90 percent relative compaction, except for proposed landscape areas which should be compacted to at least 85 percent relative compaction.

Compacted fill limits should extend laterally beyond the edge of footings, pavement and concrete slab areas a distance at least equal to the depth of fill below the base of the footing, pavement, or concrete slab, respectively.

Existing slopes steeper than 5:1 (horizontal:vertical) should be benched before engineered fill is placed. The initial bench at the toe of the fill shall be at least 12 feet in width on dense undisturbed native granular soil. The soils engineer shall determine the width and frequency of all succeeding benches which will vary with the soil conditions and the steepness of slope.

#### 4.2.4 Excavation

Subsurface materials encountered during the subsurface field exploration consisted of partially cemented to cemented, medium dense to very dense poorly graded sand with varying percentages (by volume) of gravels, cobbles and boulders. In HLA's professional opinion, the cemented sand with gravel, cobbles and boulders is rippable using proper heavy equipment. HLA recommends that earthwork contractors pothole various locations onsite to determine the suitable heavy equipment necessary to excavate onsite.

Temporary excavation walls will be required during construction for excavations greater than 5 feet. Excavation walls should be sloped at a ratio of 1:1 (horizontal:vertical) from the bottom of the excavation. If temporary excavation slopes cannot be constructed, then shoring will be required. Safety requirements established by OSHA or other regulatory agencies should be followed during excavation.

#### 4.2.5 Finish Site Grading

The site should be graded to provide positive drainage away from the structures and adjacent to and within pavement areas.

Cut/fill slopes should be constructed no steeper than 2:1 (horizontal:vertical) without mechanical stabilization. Slopes steeper than 2:1 are not recommended because they do not promote good vegetation growth thereby inhibiting erosion control. If slopes steeper than 2:1 are required, they should be mechanically stabilized by rip-rap, concrete slurry or retaining walls.

Landscape fill slopes should be constructed at a minimum relative compaction of 85 percent. The upper 8 inches of finish grade in landscape cut slope areas should be scarified, moisture conditioned to near optimum, and compacted to at least 85 percent relative compaction.

HLA recommends that cut/fill slopes 2:1 and flatter be seeded with at least a superior weed mixture to facilitate good vegetation growth.

#### 4.3 Foundation Support

Proposed single family buildings can be supported by shallow spread footings bearing on engineered fill compacted to at least 90 percent relative compaction or dense to very dense native granular soils. Spread footings founded as described above may be designed for a maximum allowable soil bearing pressure of 2,000 pounds per square foot (psf) for dead plus live loads. This value may be increased one-third for combined dead, live, wind, and seismic loads. Footings should not be placed on a combination of engineered fill and undisturbed native granular soils due to potential differential settlement. Exterior footings should be founded at least 24 inches below the lowest adjacent finished ground surface for confinement and frost protection. Interior footings should be founded at least 12 inches below the lowest adjacent finished ground surface for confinement.

The estimated settlement of footings placed as recommended above is less than 1/2 inch. Differential settlements are estimated to be on the order of 1/4 inch.

### 4.4 Lateral Resistance

Resistance to lateral loads for spread footings can be obtained from passive earth pressures acting against the sides of footings and friction along the base of footings. Passive resistance should be neglected in the upper foot unless confined by slab or pavement. The coefficient of friction should be applied to vertical dead loads only. See Table 1 for the recommended passive pressure and friction coefficient values.

### 4.5 Concrete Slab-on-Grade

For all concrete slabs-on-grade (houses, garages, sidewalks, driveways, and patios), the upper native sandy fat clay subgrade soils beneath slabs should be removed, due to their desiccated condition and expansive potential, and be replaced with engineered fill as recommended in the Section, "Site Grading." If slabs-on-grade are placed entirely on dense to very dense undisturbed native granular soils, the upper 8 inches of surfaces exposed after excavation should be scarified, moisture conditioned to near optimum moisture content then recompact to at least 90 percent relative compaction.

Subbase preparation for concrete slab-on-grade floors should consist of at least 4 inches of clean crushed rock that will act as a capillary moisture break, then overlain by a moisture vapor barrier and a 2-inch layer of clean sand. The sand should be kept moist prior to concrete placement.

The slab should be reinforced as required for temperature, strength, and load requirements. Also, construction joints should be placed as required to minimize concrete shrinkage cracks.

### 4.6 Preliminary Pavement Design

The pavement design was performed in accordance with the California Department of Transportation Highway Design Manual, fourth edition.

The design of a flexible asphalt concrete (AC) pavement section is based on the relationship between the Traffic Index (TI) and the Resistance value (R-value) of the natural subgrade material. R-value tests were conducted on the native sandy fat clay subgrade soils encountered in test pits TP-9 and TP-25. The results of the laboratory

analysis indicate R-values less than 5 as shown on Plates 18 and 19. Due to low R-value results and moderate to high expansive characteristics of the native sandy fat clay soils, HLA recommends that these soils be overexcavated and replaced beneath proposed pavement areas as described in the Section "Site Grading." For this design, HLA assumed a minimum R-value of 25 for granular onsite or import subgrade material. Since traffic information was not available for the proposed roadways, a TI of 5 was assumed for local streets, consistent with moderate levels of vehicular traffic and truck traffic, and a TI of 6 was assumed for a two lane collector, consistent with moderate to high levels of vehicular and truck traffic.

In addition to the subgrade R-value, an R-value for the base material must be considered. HLA assumed a granular base material (Type 2, Class B aggregate base) with a minimum R-value of 70. See Table 2 for the recommended pavement structural section thicknesses.

The aggregate base should meet the quality requirements for Type 2, Class B aggregate base in accordance with the "Standard Specifications for Public Works Construction," (Orange Book dated 1992). The aggregate base should be compacted to at least 95 percent relative compaction. Prior to aggregate base placement, all fill underlying roadway pavement should be compacted to at least 90 percent relative compaction. If fill soils are not required to achieve finish subgrade elevations, the undisturbed native subgrade soils should be scarified to a depth of 8 inches, moistened or dried as necessary to obtain near optimum moisture content, then recompact to at least 90 percent relative compaction.

A final pavement design should be completed after roadway subgrade elevations and final road alignments are established. This pavement design does not take into account the possibility of roadways being completed prior to completion of major construction activities which involve heavy equipment usage on roads. The pavement design should be reevaluate if major construction activities are not completed prior to completion of roadways.

**4.7 Additional Soil Engineering Services**

HLA should review final plans and specifications for conformance with the intent of HLA recommendations. Prior to and during construction, the following operations should be performed under HLA's observation.

1. Site preparation and grading
2. Overexcavation of fat clay soils
3. Suitability of on-site materials for use as engineered fill
4. Suitability of imported fill material, if required
5. Fill placement and compaction
6. Footing excavations prior to concrete placement
7. Subgrade preparation for concrete slab-on-grade

Observation of these operations will allow verification that soil conditions are consistent with this geotechnical investigation and to evaluate variations in soil conditions which may require special consideration or modification of these recommendations.

## END NOTES

1. Relative compaction refers to the in-place dry density of soil expressed as a percentage of the maximum dry density of the same material as determined by the ASTM D1557-85 laboratory test procedure. Optimum moisture content is the moisture content corresponding to the maximum dry density.

# ILLUSTRATIONS

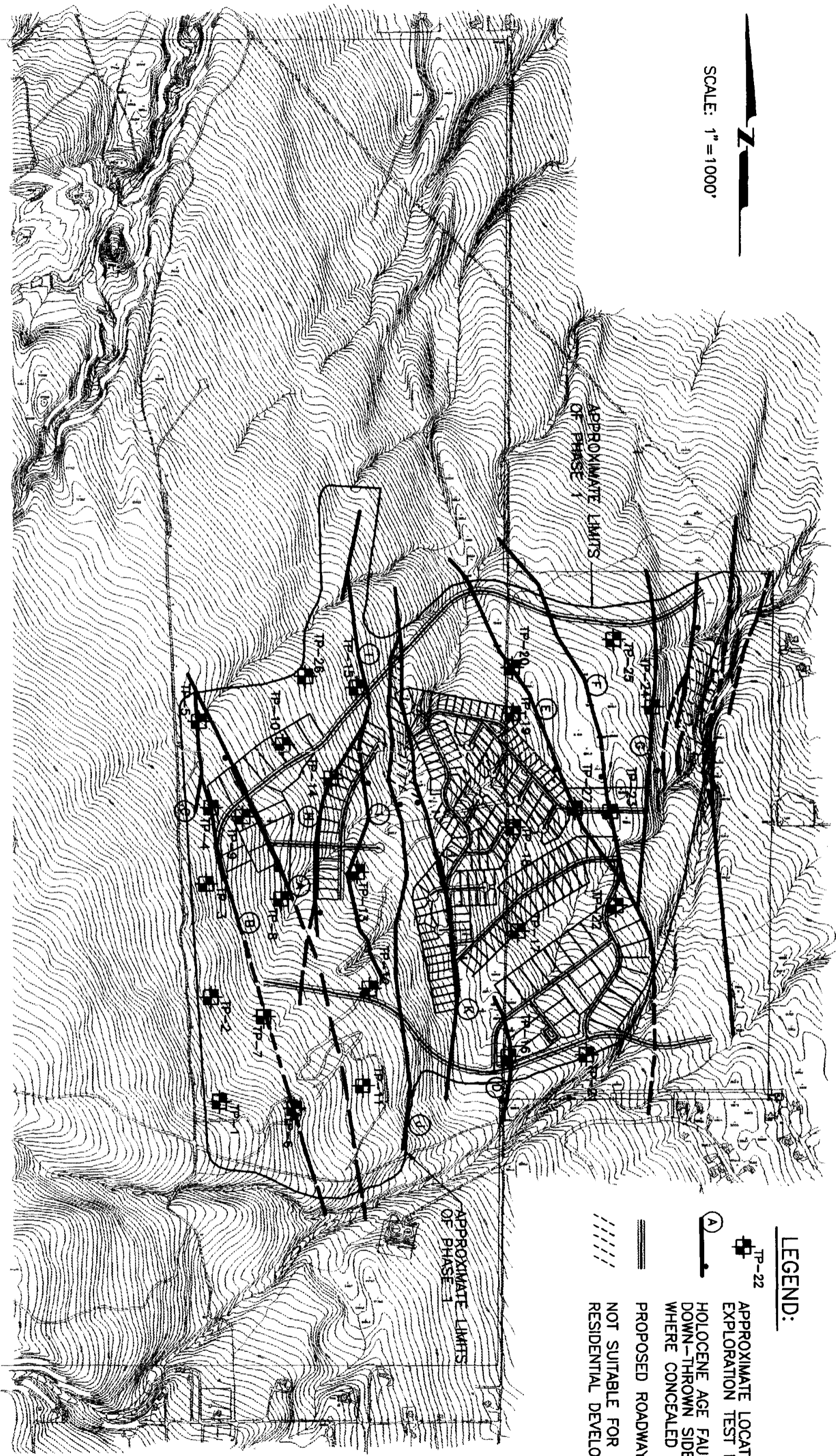


## ILLUSTRATIONS





<b>Plate 1</b>	<b>Site Plan</b>
<b>Plate 2 - 15</b>	<b>Logs of Test Pits TP-1 through TP-27</b>
<b>Plate 16</b>	<b>Soil Classification Chart and Key to Test Data</b>
<b>Plate 17</b>	<b>Plasticity Chart</b>
<b>Plate 18</b>	<b>Resistance Value Test Data</b>
<b>Plate 19</b>	<b>Resistance Value Test Data</b>



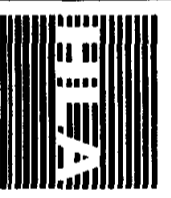
SCALE: 1" = 1000'



**LEGEND:**

-  APPROXIMATE LOCATION OF EXPLORATION TEST PIT
-  HOLOCENE AGE FAULT; DOT ON DOWN-THROWN SIDE; DASHED WHERE CONCEALED
-  PROPOSED ROADWAY
-  NOT SUITABLE FOR OCCUPIED RESIDENTIAL DEVELOPMENT

REFERENCE: SITE PLAN PROVIDED BY CFA, INC.



HARDING LAWSON ASSOCIATES  
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23281

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DATE  
8-17-93

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SITE PLAN  
SOUTHWEST POINTE - PHASE 1  
RENO, NEVADA

PLATE  
**1**

Laboratory Tests

Liquid Limit

Plasticity Index

% Minus No. 200 Sieve

Depth (ft.)  
Sample

Log of Test Pit TP-1

Equipment Case 580K Backhoe

Elevation \_\_\_\_\_ Date 7-23-93

0  
5  
10



BROWN SILTY SAND WITH GRAVEL (SM); loose to medium dense, dry, few cobbles and boulders (dia.  $\leq$  2'), roots to 6"-12" depth, porous  
LIGHT BROWN POORLY GRADED SAND WITH GRAVEL AND COBBLES (SP); very dense, dry, 20-25% gravel, 15-20% cobbles, porous calcite stringers, very difficult excavating

Practical refusal at 4.0 feet.  
No free groundwater encountered at time of trenching.

Laboratory Tests

Liquid Limit

Plasticity Index

% Minus No. 200 Sieve

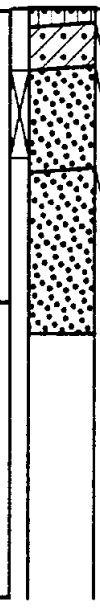
Depth (ft.)  
Sample

Log of Test Pit TP-2

Equipment Case 580K Backhoe

Elevation \_\_\_\_\_ Date 7-23-93

0  
5  
10



BROWN SILTY SAND WITH GRAVEL (SM); loose, dry, few cobbles, trace boulders (dia.  $\leq$  2'), porous  
BROWN CLAYEY SAND WITH GRAVEL (SC); medium dense, dry, few cobbles, desiccated  
LIGHT BROWN POORLY GRADED SAND (SP); medium dense to dense, dry to moist, few gravel and cobbles (dia.  $\leq$  6"), blocky, porous  
LIGHT BROWN POORLY GRADED SAND WITH GRAVEL AND COBBLES (SP); dense to very dense, dry, 30-40% gravel and cobbles, trace boulders (dia.  $\leq$  2'), difficult excavating  
Test Pit terminated at 5.5 feet.  
No free groundwater encountered at time of trenching.



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**LOG OF TEST PITS TP-1 AND TP-2  
SOUTHWEST POINTE  
RENO, NEVADA**

PLATE

**2**

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7-30-93

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Laboratory Tests

Liquid Limit

Plasticity Index

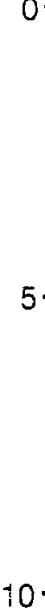
% Minus No. 200 Sieve

Depth (ft.)  
Sample

Log of Test Pit TP-3

Equipment Case 580K Backhoe

Elevation \_\_\_\_\_ Date 7-26-93



0

BROWN SILTY SAND WITH GRAVEL AND COBBLES (SM); loose, dry, few boulders (dia.  $\leq 2'$ ), roots to 6"-12" depth

BROWN CLAYEY SAND WITH GRAVEL (SC); loose, dry, few cobbles, few roots, desiccated

LIGHT BROWN POORLY GRADED SAND WITH SILT AND GRAVEL (SP-SM); dense to very dense, dry to moist, 20-30% gravel, 10-15% cobbles, trace boulders (dia.  $\leq 2'$ ), cemented, very difficult excavating below 2 feet

8

5

Practical refusal at 5.5 feet.  
No free groundwater encountered at time of trenching.

Laboratory Tests

Liquid Limit

Plasticity Index

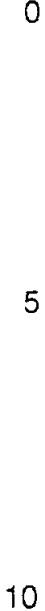
% Minus No. 200 Sieve

Depth (ft.)  
Sample

Log of Test Pit TP-4

Equipment Case 580K Backhoe

Elevation \_\_\_\_\_ Date 7-23-93



0

BROWN SILTY SAND (SM); loose, dry, few gravel and cobbles and boulders (dia.  $\leq 3'$ ), roots to 6"-9" depth

BROWN CLAYEY SAND WITH GRAVEL (SC); medium dense, dry to moist, 10-20% gravel, 5-10% cobbles, desiccated

LIGHT BROWN POORLY GRADED SAND WITH SILT, GRAVEL AND COBBLES (SP-SM) very dense, dry, 30-40% gravel and cobbles, few boulders (dia.  $\leq 2'$ ), calcite stringers, porous, zones of decomposed granite, difficult to excavate below 2'

Practical refusal at 4.0 feet.  
No free groundwater encountered at time of trenching.



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**LOG OF TEST PITS TP-3 AND TP-4**  
**SOUTHWEST POINTE**  
**RENO, NEVADA**

PLATE

**3**

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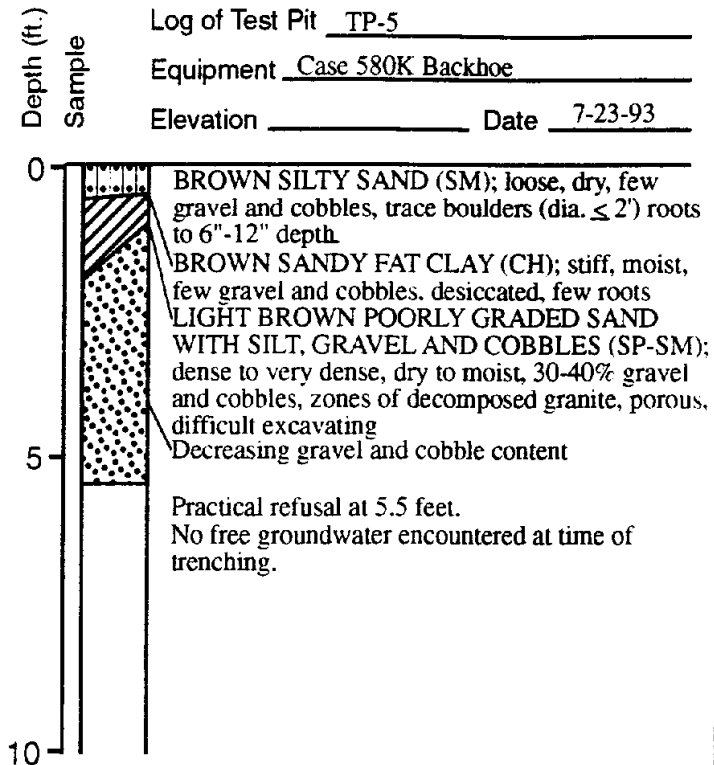
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Laboratory Tests

Liquid Limit

Plasticity Index

% Minus No. 200 Sieve

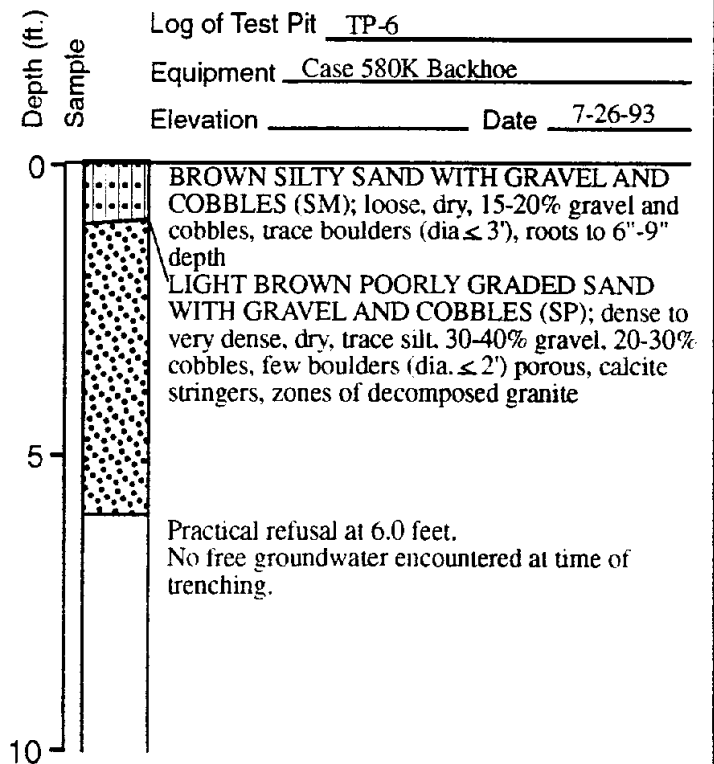


Laboratory Tests

Liquid Limit

Plasticity Index

% Minus No. 200 Sieve



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LOG OF TEST PITS TP-5 AND TP-6  
SOUTHWEST POINT  
RENO, NEVADA

PLATE

4

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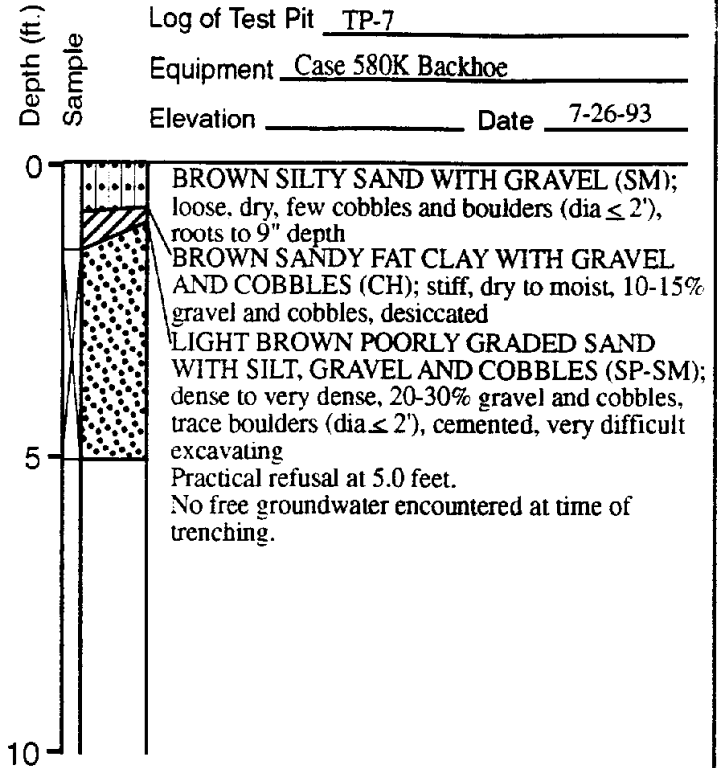
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Laboratory Tests

Liquid Limit

Plasticity Index

% Minus No. 200 Sieve

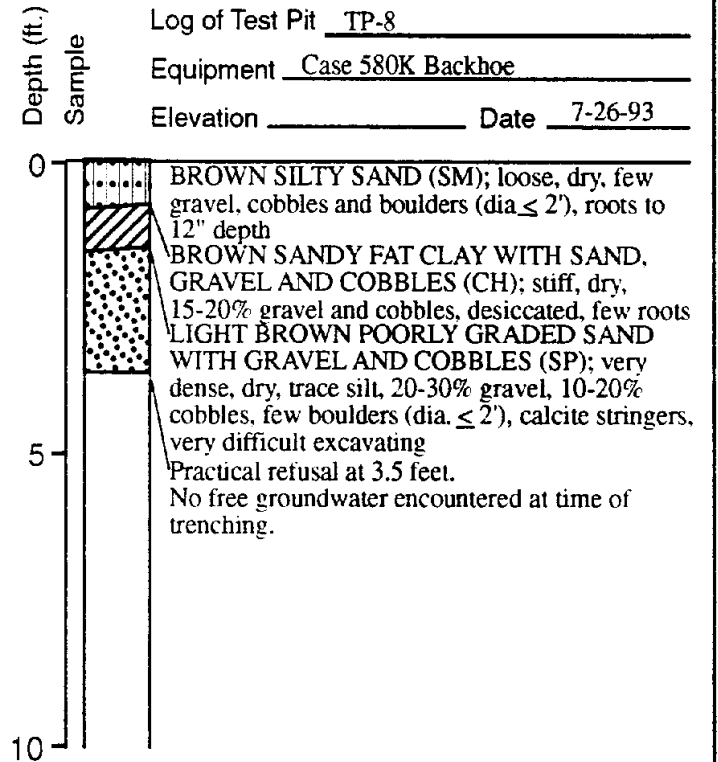


Laboratory Tests

Liquid Limit

Plasticity Index

% Minus No. 200 Sieve



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LOG OF TEST PITS TP-7 AND TP-8  
SOUTHWEST POINTE  
RENO, NEVADA

PLATE

5

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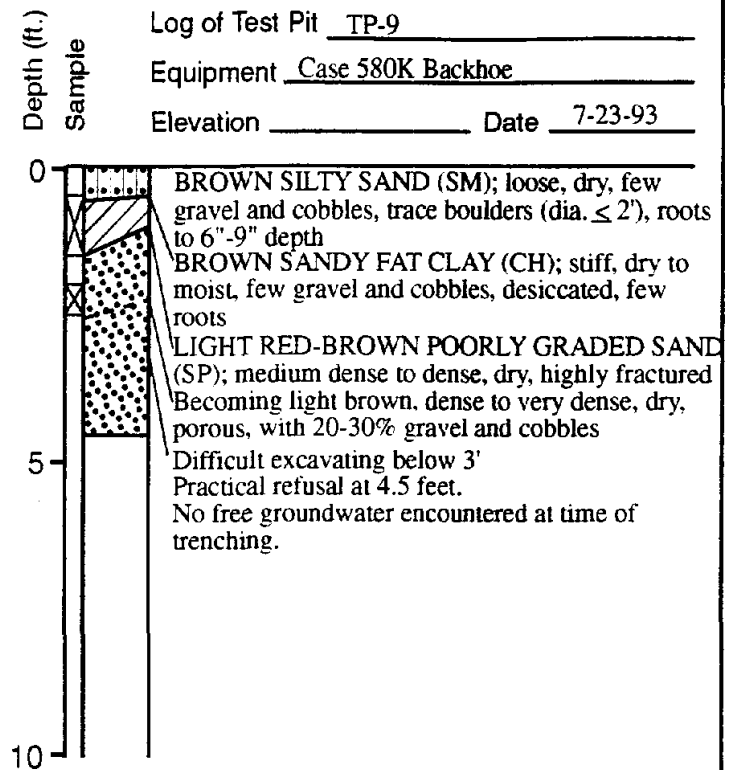
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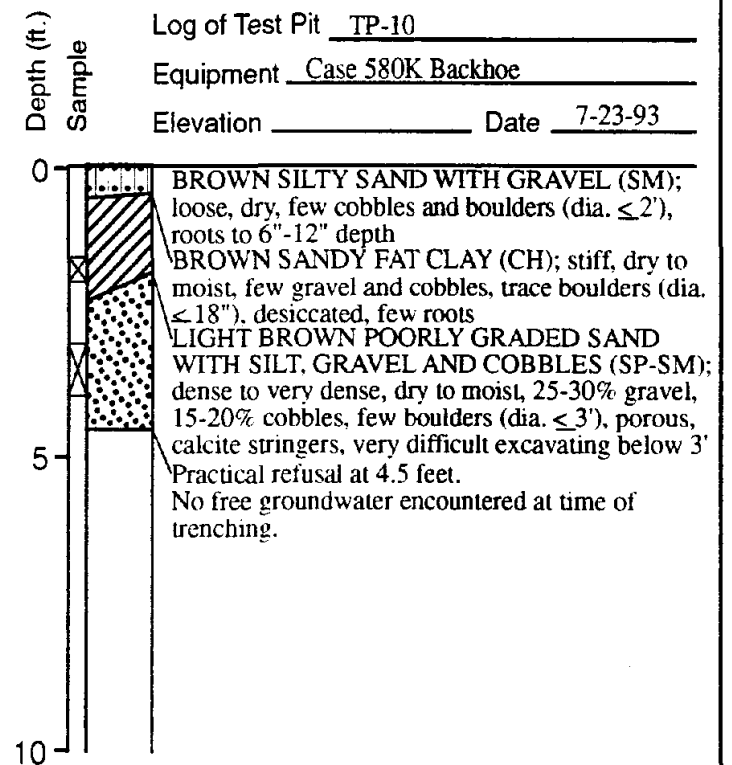
Laboratory Tests

Liquid Limit 55  
 Plasticity Index 33  
 % Minus No. 200 Sieve 60



Laboratory Tests

Liquid Limit  
 Plasticity Index  
 % Minus No. 200 Sieve



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**LOG OF TEST PITS TP-9 AND TP-10**  
**SOUTHWEST POINTE**  
**RENO, NEVADA**

PLATE

**6**

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DATE 7-30-93

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Laboratory Tests

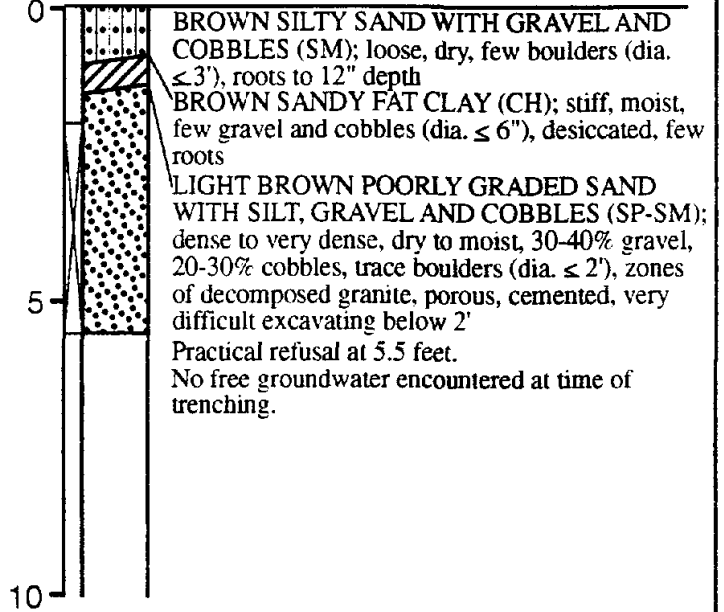
Liquid Limit

Plasticity Index

% Minus  
No. 200 Sieve

Depth (ft.)  
Sample

Log of Test Pit TP-11  
Equipment Case 580K Backhoe  
Elevation \_\_\_\_\_ Date 7-26-93



Laboratory Tests

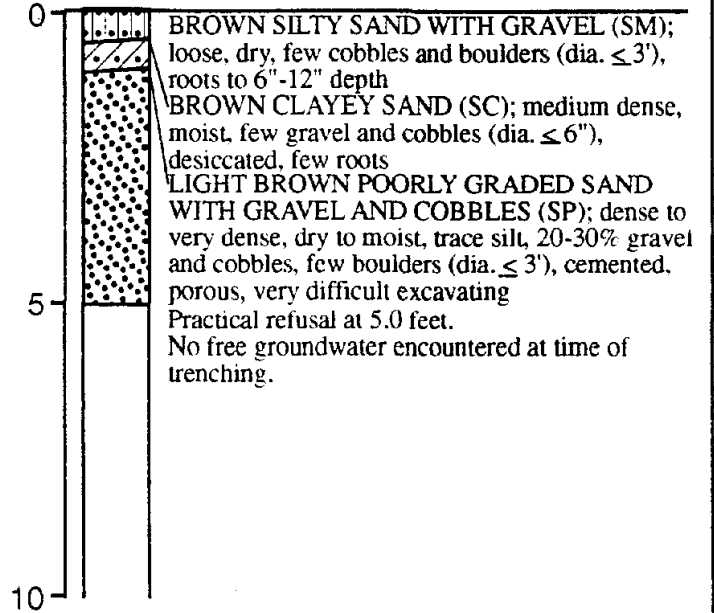
Liquid Limit

Plasticity Index

% Minus  
No. 200 Sieve

Depth (ft.)  
Sample

Log of Test Pit TP-12  
Equipment Case 580K Backhoe  
Elevation \_\_\_\_\_ Date 7-26-93



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LOG OF TEST PITS TP-11 AND TP-12  
SOUTHWEST POINTE  
RENO, NEVADA

PLATE

7

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DATE 7-30-93

REVISED DATE

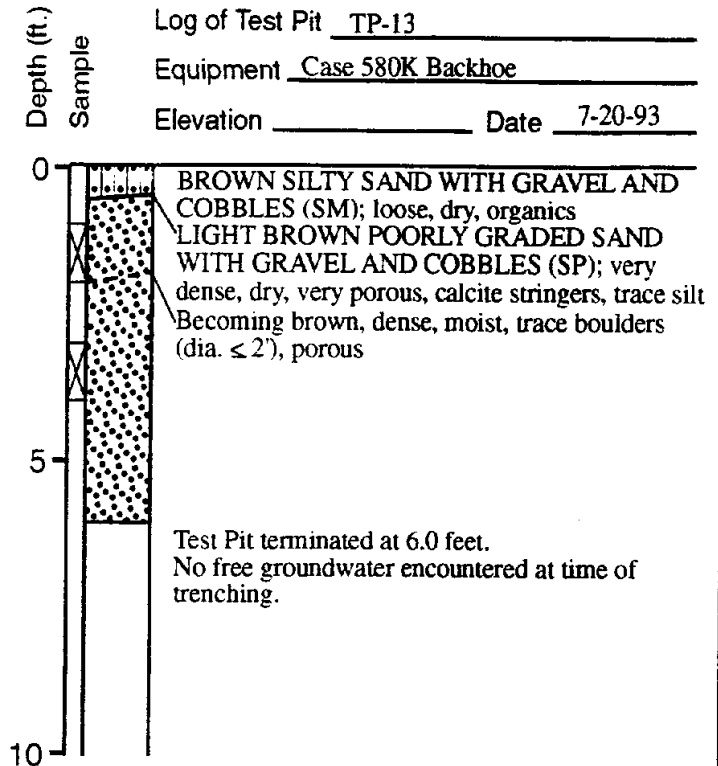
D-16

Laboratory Tests

Liquid Limit

Plasticity Index

% Minus  
No. 200 Sieve

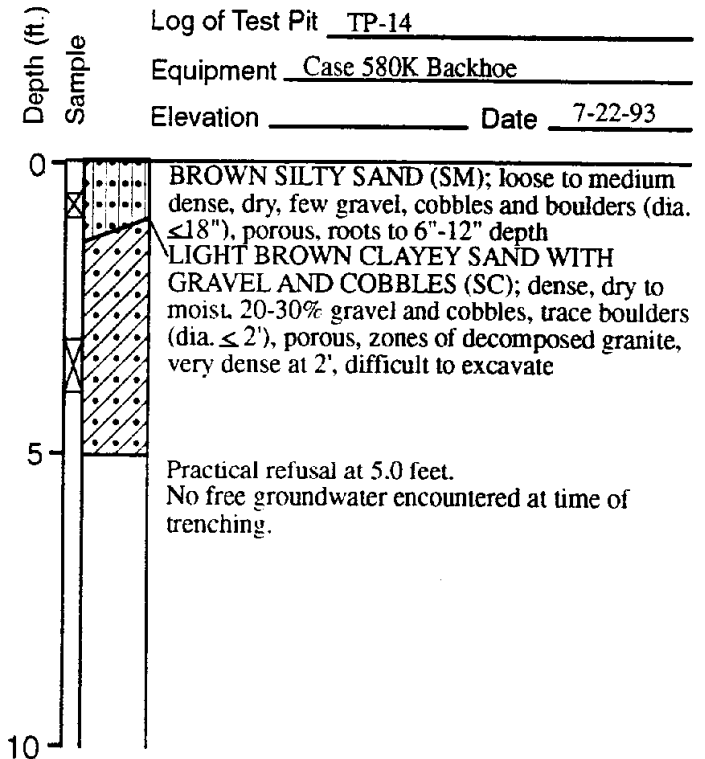


Laboratory Tests

Liquid Limit

Plasticity Index

% Minus  
No. 200 Sieve



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LOG OF TEST PITS TP-13 AND TP-14  
SOUTHWEST POINTE  
RENO, NEVADA

PLATE

8

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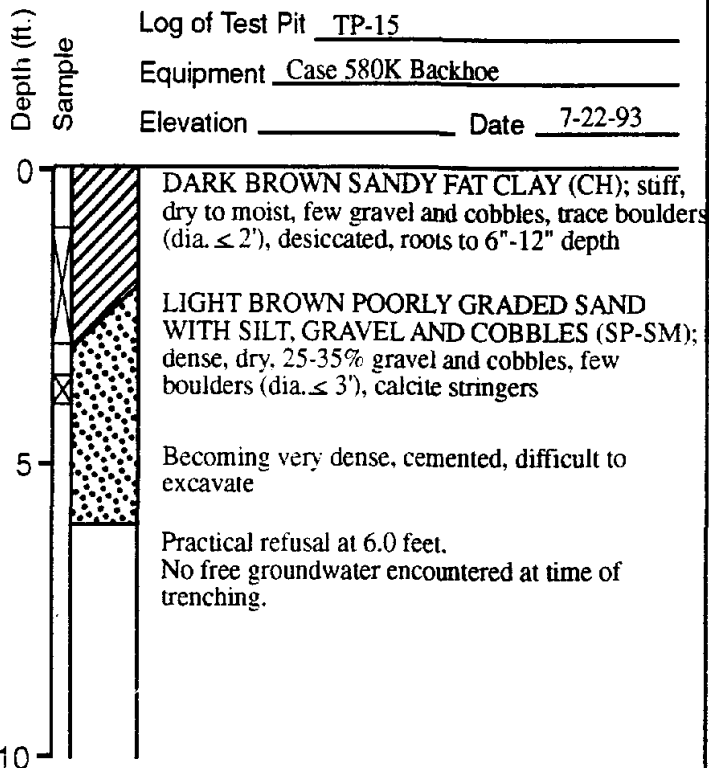
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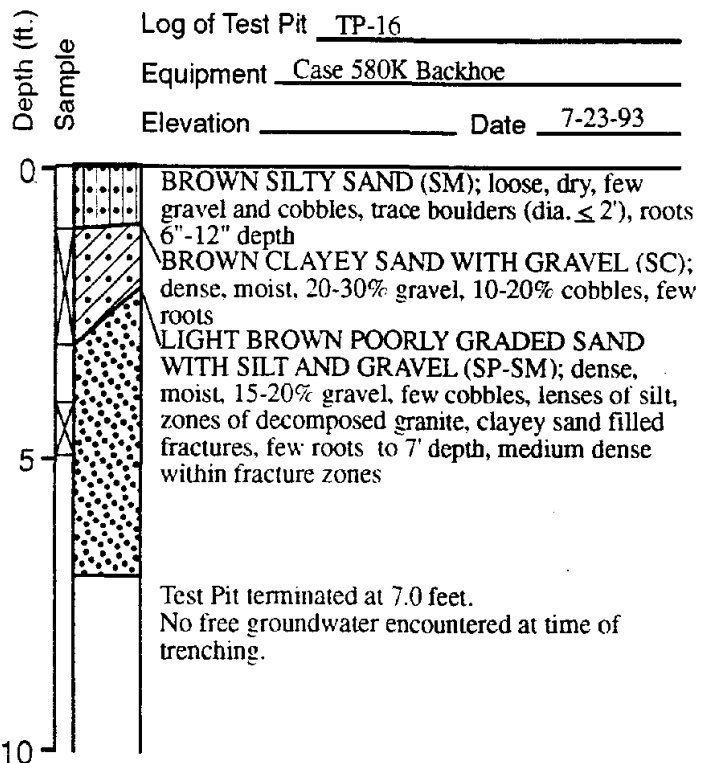
Laboratory Tests

Liquid Limit	Plasticity Index	% Minus No. 200 Sieve
64	42	72



Laboratory Tests

Liquid Limit	Plasticity Index	% Minus No. 200 Sieve



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Engineering and Environmental Services

LOG OF TEST PITS TP-15 AND TP-16  
SOUTHWEST POINTE  
RENO, NEVADA

PLATE

9

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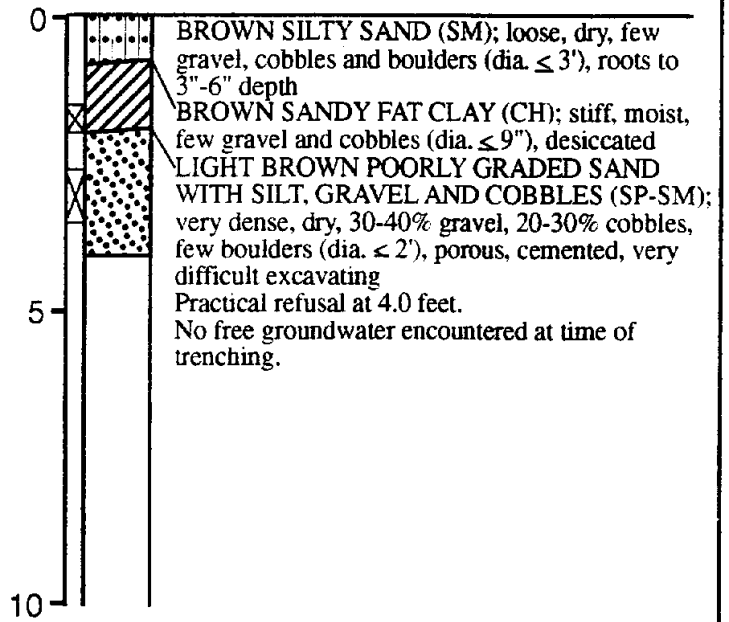
DATE  
7-30-93

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Laboratory Tests

Liquid Limit  
Plasticity Index  
% Minus No. 200 Sieve

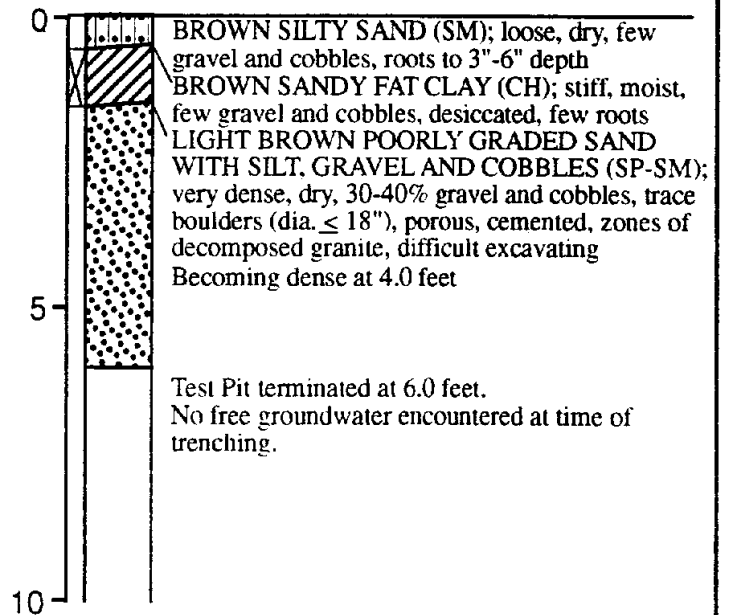
Log of Test Pit TP-17  
Equipment Case 580K Backhoe  
Elevation \_\_\_\_\_ Date 7-23-93



Laboratory Tests

Liquid Limit  
Plasticity Index  
% Minus No. 200 Sieve

Log of Test Pit TP-18  
Equipment Case 580K Backhoe  
Elevation \_\_\_\_\_ Date 7-23-93



**Harding Lawson Associates**  
Engineering and  
Environmental Services

**LOG OF TEST PITS TP-17 AND TP-18**  
**SOUTHWEST POINTE**  
**RENO, NEVADA**

PLATE

**10**

DRAWN RLH JOB NUMBER 25281 APPROVED ABR DATE 7-30-93 REVISED DATE \_\_\_\_\_



Laboratory Tests

Liquid Limit

Plasticity Index

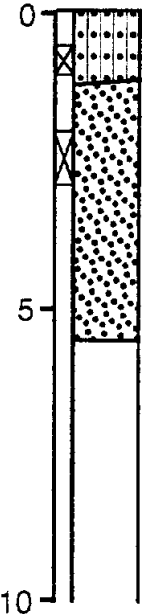
% Minus  
No. 200 Sieve

Depth (ft.)  
Sample

Log of Test Pit TP-19

Equipment Case 580K Backhoe

Elevation \_\_\_\_\_ Date 7-22-93



DARK BROWN SILTY SAND (SM); loose, dry, few gravel and cobbles, roots to 6"-12" depth

BROWN POORLY GRADED SAND WITH SILT, GRAVEL AND COBBLES (SP-SM); dense to very dense, moist, 20-30% gravel and cobbles, few boulders (dia.  $\leq$  2'), porous, calcite stringers

Difficult to excavate

Practical refusal at 5.5 feet.  
No free groundwater encountered at time of trenching.

Laboratory Tests

Liquid Limit

Plasticity Index

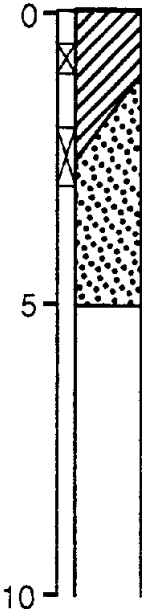
% Minus  
No. 200 Sieve

Depth (ft.)  
Sample

Log of Test Pit TP-20

Equipment Case 580K Backhoe

Elevation \_\_\_\_\_ Date 7-22-93



DARK BROWN SANDY FAT CLAY (CH); stiff, dry to moist, few gravel and cobbles, trace boulders, roots to 6"-12" depth, desiccated

LIGHT BROWN POORLY GRADED SAND WITH SILT, GRAVEL AND COBBLES (SP-SM); dense to very dense, 20-30% gravel, 10-20% cobbles, trace boulders (dia.  $\leq$  2'), calcite stringers

Difficult excavating below 4.0 feet

Practical refusal at 5.0 feet.  
No free groundwater encountered at time of trenching.



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Environmental Services

**LOG OF TEST PITS TP-19 AND TP-20**  
**SOUTHWEST POINTE**  
**RENO, NEVADA**

PLATE

**11**

DRAWN RLH JOB NUMBER 25281

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JBR

DATE 7-30-93

REVISED DATE

Laboratory Tests

Liquid Limit

Plasticity Index

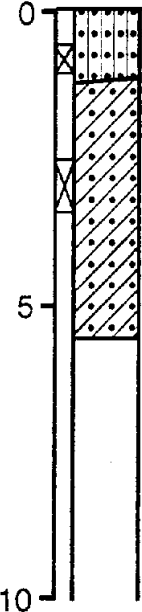
% Minus  
No. 200 Sieve

Depth (ft.)  
Sample

Log of Test Pit TP-21

Equipment Case 580K Backhoe

Elevation \_\_\_\_\_ Date 7-23-93



BROWN SILTY SAND (SM); loose to medium dense, dry, few gravel and cobbles, trace boulders (dia.  $\leq$  18"), roots to 6"-12" depth  
 BROWN CLAYEY SAND WITH GRAVEL AND COBBLES (SC); dense, moist, 30-40% gravel, 15-20% cobbles, trace boulders (dia.  $\leq$  2'), slightly porous, zones of decomposed granite

Test Pit terminated at 5.5 feet.  
 No free groundwater encountered at time of trenching.

Laboratory Tests

Liquid Limit

Plasticity Index

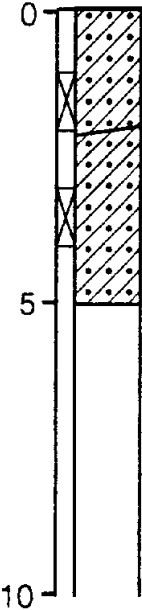
% Minus  
No. 200 Sieve

Depth (ft.)  
Sample

Log of Test Pit TP-22

Equipment Case 580K Backhoe

Elevation \_\_\_\_\_ Date 7-20-93



BROWN CLAYEY SAND WITH GRAVEL (SC); dense, dry to moist, few cobbles, trace boulders (dia.  $\leq$  2'), desiccated, roots to 6" depth, porous  
 LIGHT BROWN CLAYEY SAND WITH GRAVEL AND COBBLES (SC); dense to very dense, moist, trace boulders (dia.  $\leq$  3'), porous, zones of decomposed granite

Test Pit terminated at 5.5 feet.  
 No free groundwater encountered at time of trenching.



**Harding Lawson Associates**  
 Engineering and  
 Environmental Services

**LOG OF TEST PITS TP-21 AND TP-22**  
**SOUTHWEST POINTE**  
**RENO, NEVADA**

PLATE

**12**

DRAWN RLH JOB NUMBER 25281

APPROVED JBR

DATE 7-30-93

REVISED DATE

Laboratory Tests

Liquid Limit

Plasticity Index

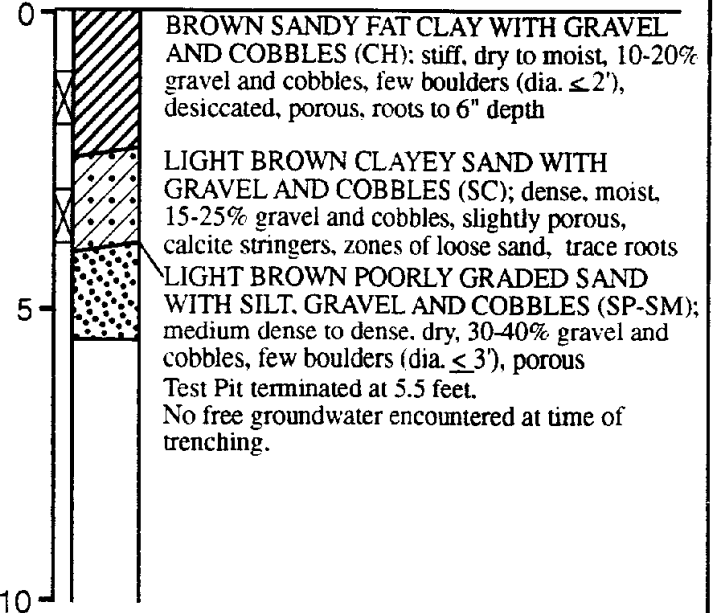
% Minus No. 200 Sieve

Depth (ft.)  
Sample

Log of Test Pit TP-23

Equipment Case 580K Backhoe

Elevation \_\_\_\_\_ Date 7-22-93



Laboratory Tests

Liquid Limit

Plasticity Index

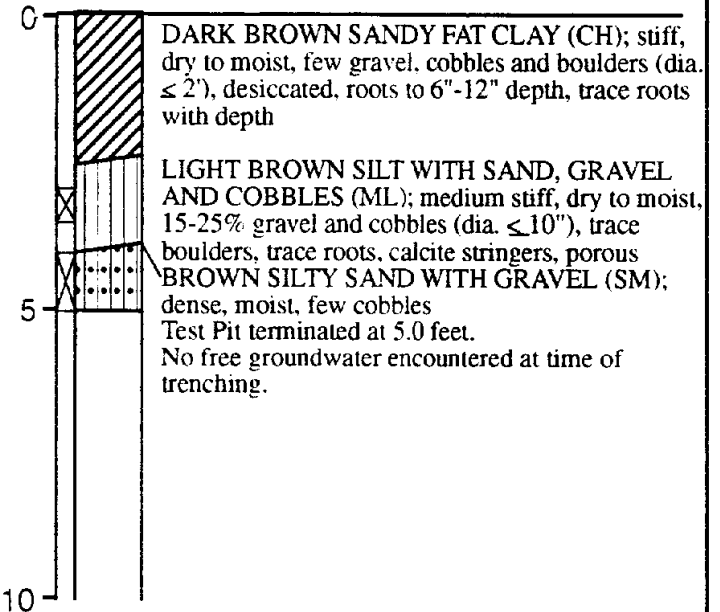
% Minus No. 200 Sieve

Depth (ft.)  
Sample

Log of Test Pit TP-24

Equipment Case 580K Backhoe

Elevation \_\_\_\_\_ Date 7-22-93



Harding Lawson Associates  
Engineering and  
Environmental Services

LOG OF TEST PITS TP-23 AND TP-24  
SOUTHWEST POINTE  
RENO, NEVADA

PLATE

13

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RLH

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25281

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DATE  
7-30-93

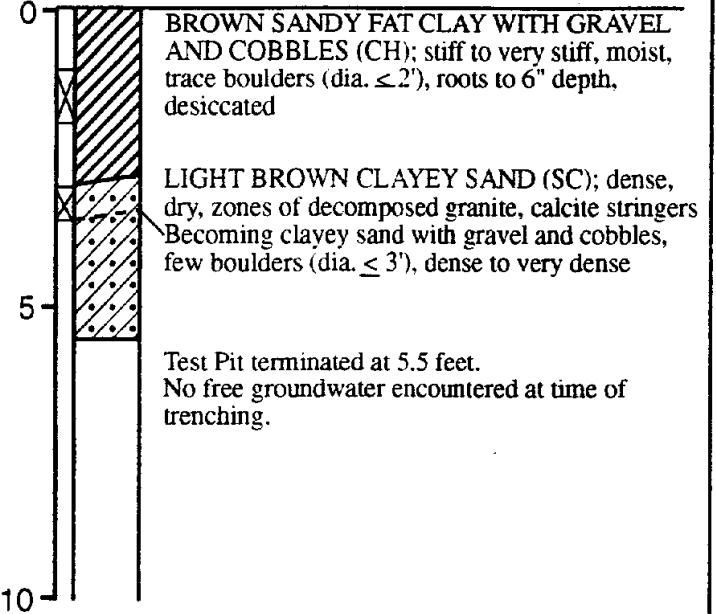
REVISED DATE

D-22

Laboratory Tests

Liquid Limit 50  
 Plasticity Index 29  
 % Minus No. 200 Sieve 64

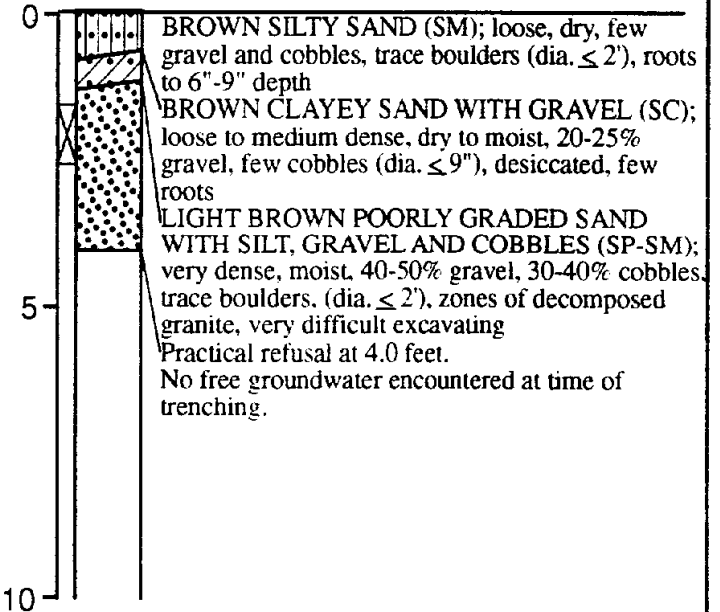
Log of Test Pit TP-25  
 Equipment Case 580K Backhoe  
 Elevation \_\_\_\_\_ Date 7-21-93



Laboratory Tests

Liquid Limit  
 Plasticity Index  
 % Minus No. 200 Sieve

Log of Test Pit TP-26  
 Equipment Case 580K Backhoe  
 Elevation \_\_\_\_\_ Date 7-23-93



**Harding Lawson Associates**  
 Engineering and  
 Environmental Services

**LOG OF TEST PITS TP-25 AND TP-26**  
**SOUTHWEST POINTE**  
**RENO, NEVADA**

PLATE

**14**

DRAWN RLH JOB NUMBER 25281

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DATE 7-30-93

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Laboratory Tests

Liquid Limit

Plasticity Index

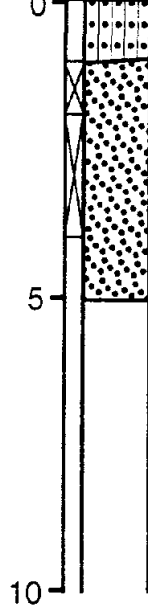
% Minus  
No. 200 Sieve

Depth (ft.)  
Sample

Log of Test Pit TP-27

Equipment Case 580K Backhoe

Elevation \_\_\_\_\_ Date 7-22-93



DARK BROWN SILTY SAND WITH GRAVEL AND COBBLES (SM); loose, dry, 10-15% gravel and cobbles, trace boulders (dia.  $\leq 2'$ ), roots to 6"-12" depth

BROWN POORLY GRADED SAND WITH SILT, GRAVEL AND COBBLES (SP-SM); dense, dry, 15-25% gravel and cobbles, few boulders (dia.  $\leq 18"$ ), porous, slightly cemented

Test Pit terminated at 5.0 feet.  
No free groundwater encountered at time of trenching.

11



**Harding Lawson Associates**  
Engineering and  
Environmental Services

**LOG OF TEST PIT TP-27**  
**SOUTHWEST POINTE**  
**RENO, NEVADA**

PLATE

**15**

DRAWN  
RLH
















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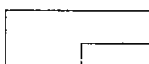
DATE  
7-30-93

REVISED DATE

## UNIFIED SOIL CLASSIFICATION - ASTM D2487-85

MAJOR DIVISIONS		TYPICAL NAMES					
<b>COARSE-GRAINED SOILS</b> MORE THAN HALF IS COARSER THAN No. 200 SIEVE	<b>GRAVELS</b>	CLEAN GRAVELS WITH LITTLE OR NO FINES	GW  GP 	WELL GRADED GRAVELS WITH OR WITHOUT SAND, LITTLE OR NO FINES POORLY GRADED GRAVEL WITH OR WITHOUT SAND, LITTLE OR NO FINES			
		MORE THAN HALF COARSE FRACTION IS LARGER THAN No. 4 SIEVE SIZE	GRAVELS WITH OVER 12% FINES	GM  GC 	SILTY GRAVELS, SILTY GRAVELS WITH SAND CLAYEY GRAVELS, CLAYEY GRAVELS WITH SAND		
			<b>SANDS</b>	CLEAN SANDS WITH LITTLE OR NO FINES	SW  SP 	WELL GRADED SANDS WITH OR WITHOUT GRAVEL, LITTLE OR NO FINES POORLY GRADED SANDS WITH OR WITHOUT GRAVEL, LITTLE OR NO FINES	
		MORE THAN HALF COARSE FRACTION IS SMALLER THAN No. 4 SIEVE SIZE		SANDS WITH OVER 12% FINES	SM  SC 	SILTY SANDS WITH OR WITHOUT GRAVEL CLAYEY SANDS WITH OR WITHOUT GRAVEL	
	<b>FINE-GRAINED SOILS</b> MORE THAN HALF IS FINER THAN No. 200 SIEVE	<b>SILTS AND CLAYS</b>		ML  CL  CL 	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTS WITH SANDS AND GRAVELS INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, CLAYS WITH SANDS AND GRAVELS, LEAN CLAYS ORGANIC SILTS OR CLAYS OF LOW PLASTICITY		
		LIQUID LIMIT 50% OR LESS		MH  CH  OH 	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS, FINE SANDY OR SILTY SOILS, ELASTIC SILTS INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS ORGANIC SILTS OR CLAYS OF MEDIUM TO HIGH PLASTICITY		
		LIQUID LIMIT GREATER THAN 50%		<b>HIGHLY ORGANIC SOILS</b>		Pt 	PEAT AND OTHER HIGHLY ORGANIC SOILS

### KEY TO TEST DATA

<p>M(80) - Moisture Content (%)</p> <p>DD(105) - Dry Density(pcf)</p> <p>Perm - Permeability</p> <p>Consol - Consolidation</p> <p>LL - Liquid Limit (%)</p> <p>PI - Plasticity Index (%)</p> <p>G<sub>s</sub> - Specific Gravity</p> <p>MA - Particle Size Analysis</p> <p>OC - Organic Content</p> <p>■ - "Undisturbed" Sample</p> <p>⊠ - Bulk or Classification Sample</p>	<p style="text-align: center;">  </p> <p>TxUU 3200 (2600) - Unconsolidated Undrained Triaxial Shear (FM) or (S) - (field moisture or saturated)</p> <p>TxCU 3200 (2600) - Consolidated Undrained Triaxial Shear (P) - (with or without pore pressure measurement)</p> <p>TxCD 3200 (2600) - Consolidated Drained Triaxial Shear</p> <p>SSCU 3200 (2600) - Simple Shear Consolidated Undrained (P) - (with or without pore pressure measurement)</p> <p>SSCD 3200 (2600) - Simple Shear Consolidated Drained</p> <p>DSCD 2700 (2000) - Consolidated Drained Direct Shear</p> <p>UC 470 - Unconfined Compression</p> <p>LVS 700 - Laboratory Vane Shear</p>
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 Engineering and  
 Environmental Services

**SOIL CLASSIFICATION CHART  
 AND KEY TO TEST DATA  
 SOUTHWEST POINTE  
 RENO, NEVADA**

PLATE

**16**

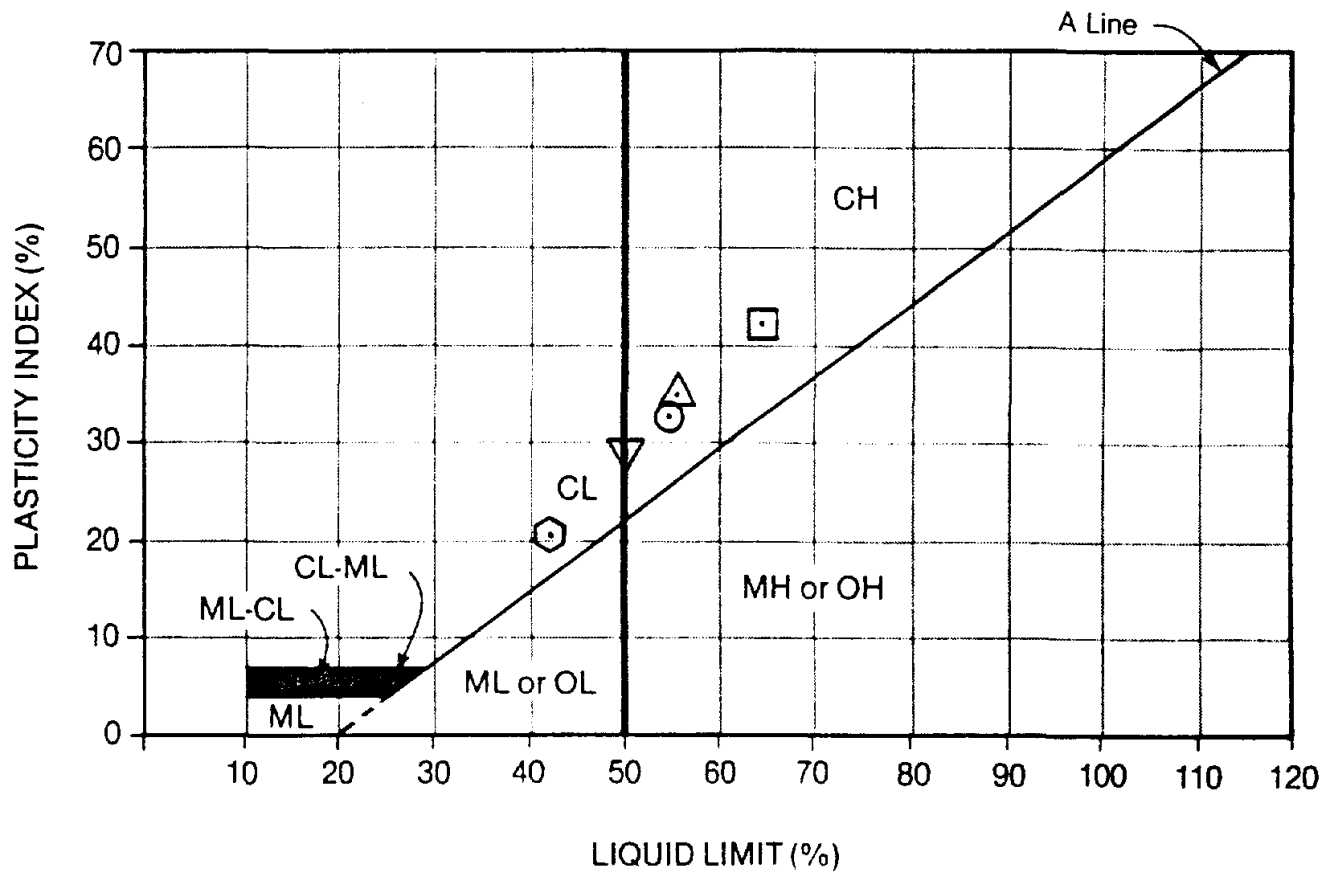
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25281

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7-30-93

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Symbol	Source	Classification	Natural M.C. (%)	Liquid Limit (%)	Plasticity Index (%)	% Passing #200 Sieve
○	TP-9 @ 0.5' to 1.5'	BROWN SANDY FAT CLAY (CH)	--	55	33	60
□	TP-15 @ 1.0' to 3.0'	DARK BROWN SANDY FAT CLAY (CH)	--	64	42	72
△	TP-18 @ 0.5' to 1.5'	BROWN SANDY FAT CLAY (CH)	--	55	35	51
⬡	TP-22 @ 1.0' to 2.0'	BROWN CLAYEY SAND WITH GRAVEL (SC)	--	42	21	40
▽	TP-25 @ 1.0' to 2.0'	BROWN SANDY FAT CLAY WITH GRAVEL AND COBBLES (CH)	--	50	29	64



**Harding Lawson Associates**  
Engineers Geologists  
& Geophysicists

**Plasticity Chart**  
SOUTHWEST POINTE  
RENO, NEVADA

PLATE

**17**

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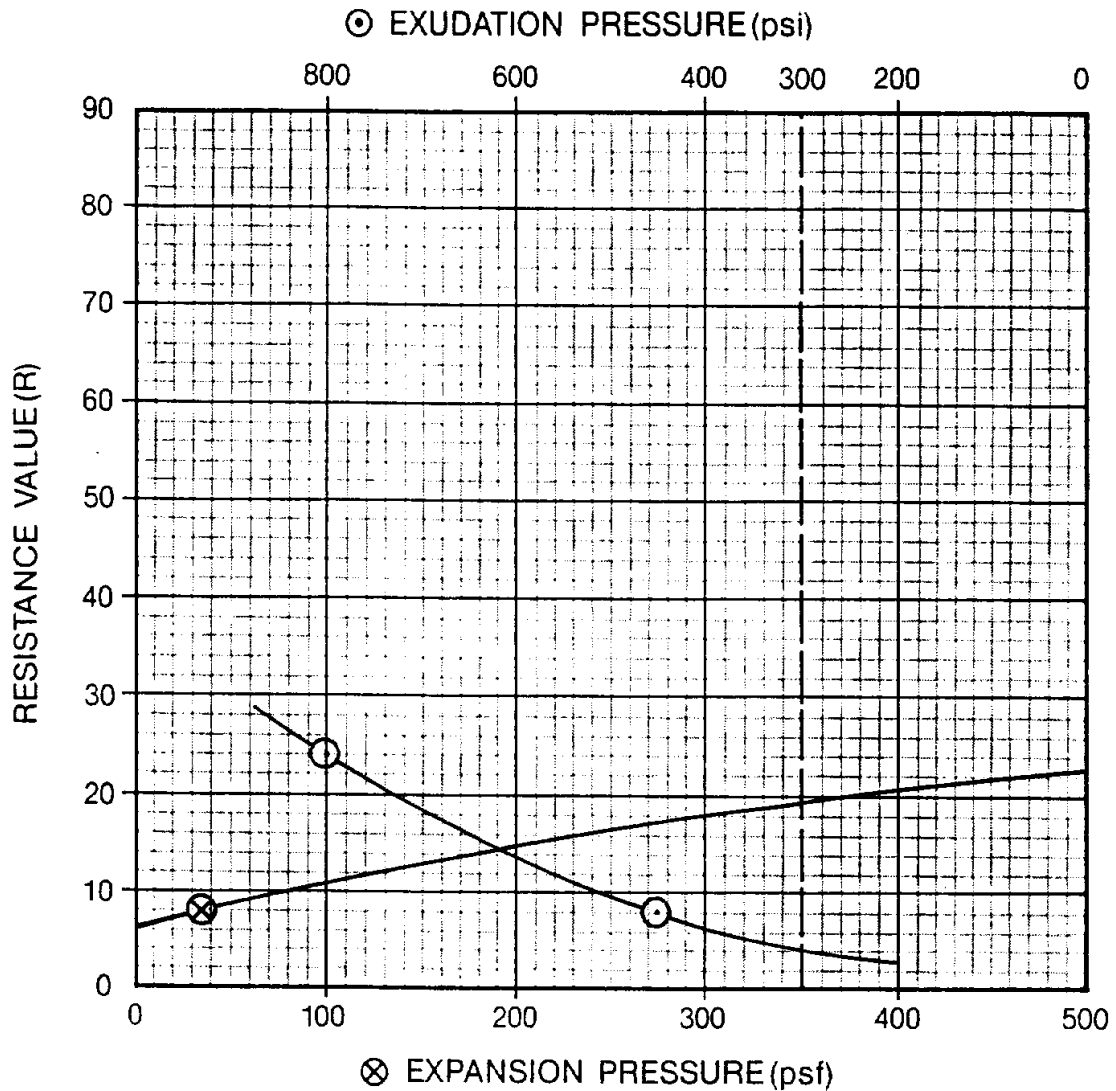
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7-30-93

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DATE



Specimen No.	1	2		
Water Content (%)	21.5	26.5		
Dry Density (pcf)	104.6	95.0		
Exudation Pressure (psi)	800	450		
Expansion Pressure (psf)	570	35		
Resistance Value (R)	24	8		

Sample Source	Classification	Sand Equivalent	Expansion Pressure	R value
TP-25 @ 1.0' to 2.0'	BROWN SANDY FAT CLAY (CH)	--	0	< 5



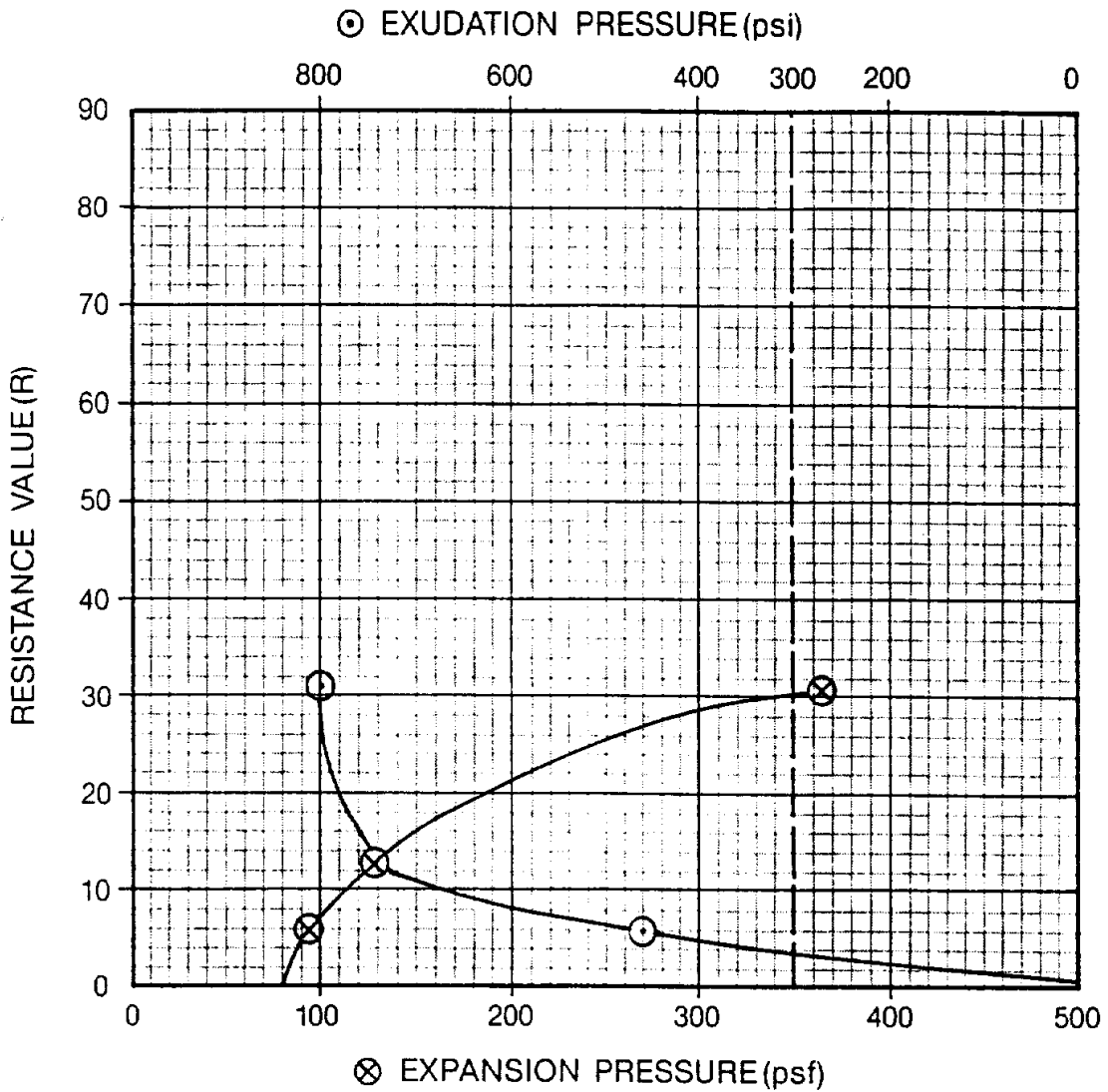
**Harding Lawson Associates**  
Engineers, Geologists  
& Geophysicists

**Resistance Value Test Data**  
SOUTHWEST POINTE  
RENO, NEVADA

PLATE

**18**





Specimen No.	1	2	3	
Water Content (%)	21.8	24.3	28.4	
Dry Density (pcf)	103.4	97.5	92.6	
Exudation Pressure (psi)	800	740	460	
Expansion Pressure (psf)	365	130	95	
Resistance Value (R)	31	13	6	

Sample Source	Classification	Sand Equivalent	Expansion Pressure	R value
TP-9 @ 0.5' to 1.5'	BROWN SANDY FAT CLAY (CH)	--	90	< 5



**Harding Lawson Associates**  
Engineers, Geologists  
& Geophysicists

**Resistance Value Test Data**  
SOUTHWEST POINTE  
RENO, NEVADA

PLATE

**19**

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7-30-93

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DATE

# TABLES

**TABLES**

- 1 Lateral Resistance Values**
- 2 Preliminary Pavement Structural Section Thicknesses**
- 3 Setback Distances from Faults**

Table 1. Lateral Resistance Values

Foundation Bearing Material	Passive Pressure (Resistance Per Foot of Depth)	Friction Coefficient
Compacted Fill	425 psf	0.40
Dense to Very Dense Native Granular Soil	400 psf	0.35

Table 2. Preliminary Pavement Structural Section Thicknesses

Pavement Area	AC (inches)	Aggregate Base (inches)	Total Structural Section Thickness (inches)
Local Street	3.0	6.5	9.5
Two Lane Collector	4.0	7.5	11.5

Table 3. Setback Distances from Faults

Fault	Setback Distance East of Fault Trace (feet)	Setback Distance West of Fault Trace (feet)
A	50	50
B	50	50
C	50	50
D	50	50
E	62.5	62.5
F	62.5	62.5
G	100	50
H	50	50
I	100	50
J	100	50
K	50	100

APPENDIX E

PRELIMINARY WETLAND ASSESSMENT

SOUTHWEST POINTE

WASHOE COUNTY, NEVADA

PREPARED BY:

HUFFMAN & ASSOCIATES

**HUFFMAN & ASSOCIATES, INC.**  
**Wetlands Regulatory Consultants**

**Main Office**

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Suite 100  
Larkspur, CA 94939  
(415) 925-2000  
Fax (415) 925-2006

**Sacramento Office**

4204 Power Inn Road  
Sacramento, CA 95826  
(916) 732-2050  
(916) 732-2051  
Fax (916) 732-2055

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July 30, 1991

Mr. Gregory A. Doerr, Area Manager  
Taylor Woodrow Homes  
Nevada Limited - Northern Division  
3301 S. Virginia Street  
Reno, Nevada 89509

**Subject: Preliminary Wetland Assessment - Redfield Property,  
Washoe County, Nevada**

Dear Mr. Doerr:

This is in response to your request for a preliminary wetland assessment of the Redfield property located east of Reno, Washoe County, Nevada.

A field survey was conducted on July 12 and 13, 1991. The location and estimated extent of all waters of the United States, including wetlands were noted on a topographic map provided by CFA.

In general, three types of waters/wetlands were observed on the property. These include stream channels without adjacent wetlands, stream channels bordered by riparian wetlands, and spring seep wetlands. The attached map depicts the location and general extent of these waters/wetlands.

These waters of the United States are subject to the regulatory authority of the Corps of Engineers pursuant to Section 404 of the Clean Water. In the event that you wish to proceed with a plan for developing the property, we recommend that a detailed delineation be completed and forwarded to the Corps of Engineers for their verification.

If you need any further assistance or clarification in this matter or have any other questions please don't hesitate to call me at (916) 732-2050, or call Lori Carpenter in our Reno Office at (702) 828-1991.

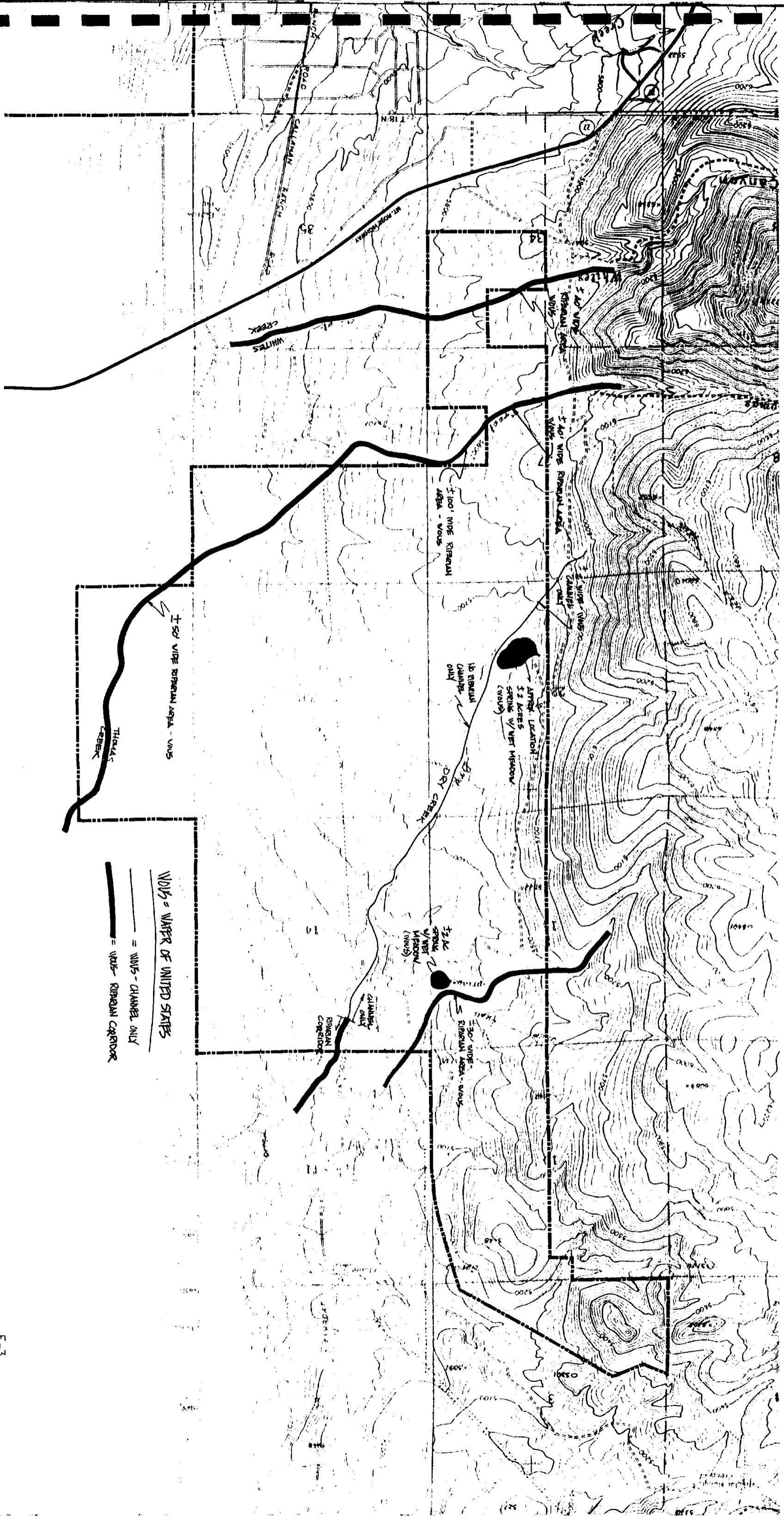
Sincerely,



Tom Skordal  
Vice President  
Huffman & Associates, Inc.

TMS:bjs  
Attachment

cc: Huffman & Associates, Inc. (Reno)  
w/o Attachment  
Huffman & Associates, Inc. (Larkspur)  
w/o Attachment  
CFA



**WATER OF UNITED STATES**  
 = VADS - CHANNEL ONLY  
 = VADS - RIPARIAN CORRIDOR



APPENDIX F

PRELIMINARY HYDROLOGY REPORT  
SOUTHWEST POINTE

WASHOE COUNTY, NEVADA

PREPARED BY:

CFA, INC.

# PRELIMINARY HYDROLOGY REPORT

## SOUTHWEST POINTE

### INTRODUCTION

This report presents the results of a preliminary hydrology study for Phase 1 of the proposed Southwest Pointe master-planned development on Redfield property in Washoe County, Nevada. The site lies within the Thomas Creek and Dry Creek watersheds. A FEMA Flood Zone A has been identified for Thomas Creek, which crosses the Phase 1 site. Dry Creek crosses a future phase of development and is not considered in this report.

The objectives of the proposed drainage system and storm water management plan are to intercept the runoff from the 10-year storm, to detain the increase in 10-year runoff due to the development, and to pass the 100-year runoff occurring in Thomas Creek and the natural drainage ways. The increased runoff in the 10-year storm due to development will be detained on-site.

### SITE DESCRIPTION

Phase 1 comprises 1230 acres of undeveloped land located west of the present terminus of Zolezzi Lane (see Plate 1, Site Location Map). The site slopes generally toward the northeast at grades ranging from 6 to 10 percent. Thomas Creek flows through the south and east parts of the site. Native soils consist primarily of silty sands underlain by sandy clays. Vegetation consists of grasses and sagebrush.

## **PROJECT DESCRIPTION**

Southwest Pointe (Phase 1) proposes 410 residential lots and an 18-hole golf course. Gross density is 0.33 dwelling units per acre. Development is clustered into neighborhoods with minimum lot sizes range from 12,000 square feet to 1 acre.

## **FLOOD ZONE**

The FEMA Map, Panel No. 1500, dated August 1, 1984, identifies a Zone A 100-year flood boundary for Thomas Creek, which flows in a well-defined channel through the south and east parts of the site. Flood zone boundaries are illustrated on the Tentative Map. No development, other than roadway crossings, is proposed for the Zone A areas.

## **MAJOR DRAINAGE**

### Existing Conditions

Thomas Creek drains a watershed of approximately 9.14 square miles originating in the Sierra Nevada Range (Nimbus, 1990-b). The peak 100-year flow in the project vicinity was estimated by Nimbus (1990-a,b) to be 2,640 cubic feet per second (CFS) and by Kennedy/Jenks/Chilton (1990) to be 2,550 CFS.

The extreme northern portion of the Phase 1 Tentative Map area is part of the Dry Creek watershed. Since Dry Creek itself is entirely outside the proposed development, it will not be considered further at this time.

### Proposed Improvements

Thomas Creek will be crossed in two locations: Zolezzi Lane and Whites Creek Lane. Both crossings will be precast Con/Span bridges or similar. Crossings will be designed to pass the 100-year peak runoff. No detention is proposed within the existing floodway.

## **MINOR DRAINAGE**

### Existing Conditions

The site drains generally toward the northeast by sheet flow or shallow concentrated flow. The property lies above the Steamboat Ditch and is not considered to be irrigated land.

### Proposed Improvements

Runoff generated on-site in the 10-year storm will be picked up by the storm drain system and conveyed to the proposed detention ponds. Runoff exceeding the capacity of the underground storm drain will run in surface channels or in street right-of-ways to a designated point of discharge. The ponds will be sized to reduce peak 10-year site runoff to pre-development levels. The storm drain system will discharge to a natural drainage way (e.g. Thomas Creek) and will be designed so that no increase will occur to the 10-year flow in any natural drainage way.

## **HYDROLOGY**

For the purposes of this preliminary drainage study, five major drainage basins within the project site were identified. Basins D-1 through D-3 are within Dry Creek watershed and T-1 and T-2 are in the Thomas Creek watershed (see Plate 2, Preliminary Hydrology Map). The basins were defined according to location of primary outfall and the need for detention.

The Graphical Peak Discharge module and the Detention Storage Estimate module, Haestad Methods Quick TR-55, were used to estimate peak on-site runoff and detention storage volume requirements. The TR-55 Graphical Peak Method was used to estimate peak 10-year and 100-year flows. We also estimated the required detention volume to reduce incoming flows to existing levels in the 10-year storm. The computations are presented following this narrative and the estimated peak flows are summarized in Table 1.

SCS curve numbers, based on Soil Type C, are 79 for undeveloped areas, 80 for low density residential areas (1 DU/acre), and 83 for medium density residential areas (4 DU/acre). Time of concentration (in hours) is estimated as  $0.5 + L/3600V$ , where L is the length of the watershed, and V is the assumed flow velocity (5 FPS for existing conditions and 6 FPS for developed). Average precipitation values, taken from the NOAA Atlas 2, are 2.2 inches for the 10-year storm and 3.4 inches for the 100-year storm (24 hour duration).

The increase in runoff associated with the proposed development will be retained by the proposed ponds. Storm water will be released at a rate not exceeding existing peak rates. Storm water will be pre-treated for petrochemicals and silts at the street catch basins per Washoe County standards. The retention time in the open channels and ponds will allow for further improvement of the quality of the runoff before it leaves the property.

The detention storage calculations indicate that a total pond volume of approximately 7 acre-feet is required to detain the increase in the 10-year runoff. The estimated pond volumes required for each drainage basin are included in Table 1. A detailed pond design and flood routing study will be submitted for approval prior to final design.

## **CONCLUSIONS**

1. The storm drainage improvements proposed with this project will be adequate to detain the increased runoff due to development in the 10-year storm.
2. A master storm drainage plan with detailed hydrologic and hydraulic computations and detention pond routing should be prepared prior to any final design.

## REFERENCES

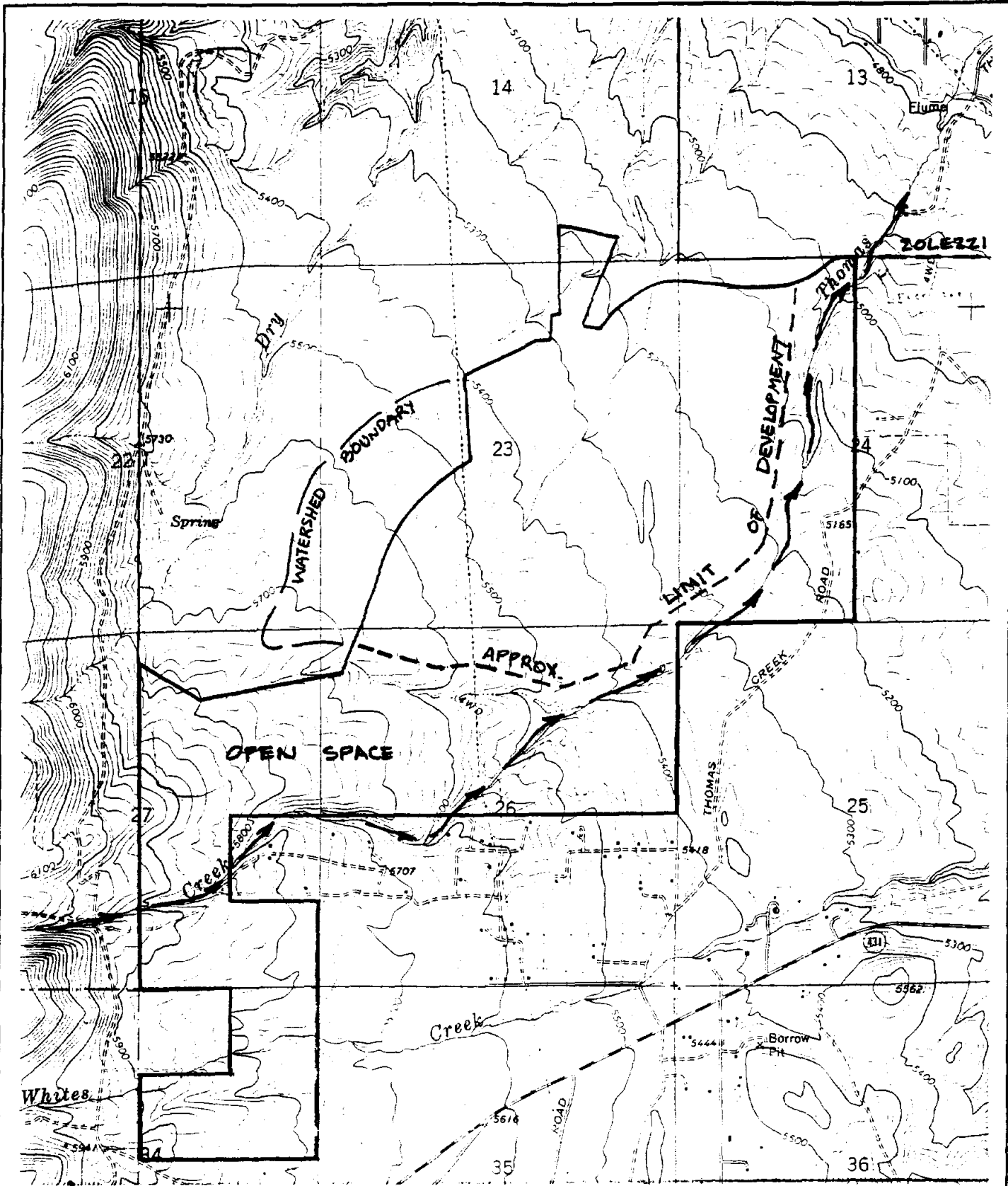
Kennedy/Jenks/Chilton, Thomas Creek Detention Basin Study, June 1990.

Nimbus, Hydrologic Analysis for Thomas Creek, Dry Creek, and the Boynton Slough, revised November 1990.

Nimbus, Memorandum: 100 Year Discharges for Whites and Thomas Creek, May 1990.

HYDROLOGY SUMMARY

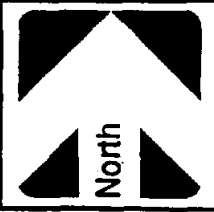
BASIN	AREA (AC)	CURVE NUMBER		LENGTH (FT)	VELOCITY (FPS)	TC (HR)	PRE-DEVEL		POST-DEVEL		DETENTION VOLUME (ACRE-FEET)	
		PRE-DEV	POST-DEV				Q10 (CFS)	Q100 (CFS)	Q10 (CFS)	Q100 (CFS)	10 YR	100 YR
D1	45	79	80	2100	5	0.62	19	47	20	50	0.3	0.7
D2	122	79	79	5000	5	0.78	44	112	44	112	---	---
D3	79	79	82	3900	5	0.72	30	76	38	89	0.9	1.7
T1	209	79	82	6000	5	0.83	73	184	93	216	2.5	4.6
T2	349	79	80	9200	5	1.01	108	274	118	289	2.6	5.2



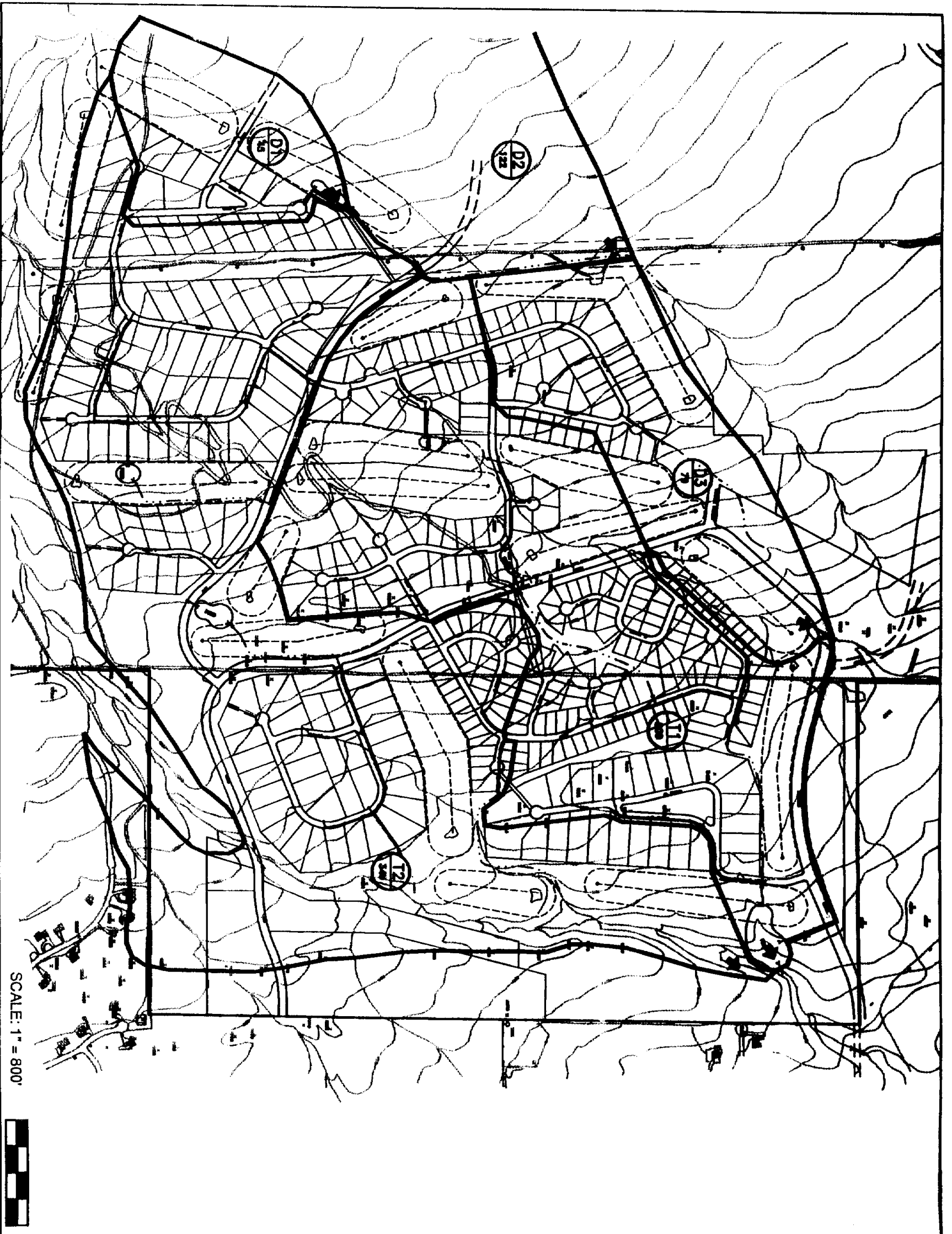
SCALE: 1" = 2000'



PLATE 1  
**SITE LOCATION MAP**  
 SOUTHWEST POINTE







SCALE: 1" = 800'

PLATE 2

**cfa**

**PRELIMINARY HYDROLOGY MAP**  
**SOUTHWEST POINTE**



PROJECT NO. 88-003

F-8

Table 2-2a.—Runoff curve numbers for urban areas<sup>1</sup>

Cover description	Average percent impervious area <sup>2</sup>	Curve numbers for hydrologic soil group—			
		A	B	C	D
<i>Fully developed urban areas (vegetation established)</i>					
Open space (lawns, parks, golf courses, cemeteries, etc.) <sup>3</sup> :					
Poor condition (grass cover < 50%) .....		68	79	86	89
Fair condition (grass cover 50% to 75%).....		49	69	79	84
Good condition (grass cover > 75%).....		39	61	74	80
Impervious areas:					
Paved parking lots, roofs, driveways, etc. (excluding right-of-way) .....		98	98	98	98
Streets and roads:					
Paved; curbs and storm sewers (excluding right-of-way).....		98	98	98	98
Paved; open ditches (including right-of-way) .....		83	89	92	93
Gravel (including right-of-way) .....		76	85	89	91
Dirt (including right-of-way) .....		72	82	87	89
Western desert urban areas:					
Natural desert landscaping (pervious areas only) <sup>4</sup> ...		63	77	85	88
Artificial desert landscaping (impervious weed barrier, desert shrub with 1- to 2-inch sand or gravel mulch and basin borders) .....		96	96	96	96
Urban districts:					
Commercial and business.....	85	89	92	94	95
Industrial.....	72	81	88	91	93
Residential districts by average lot size:					
1/8 acre or less (town houses).....	65	77	85	90	92
1/4 acre .....	38	61	75	83	87
1/3 acre .....	30	57	72	81	86
1/2 acre .....	25	54	70	80	85
1 acre.....	20	51	68	79	84
2 acres .....	12	46	65	77	82
<i>Developing urban areas</i>					
Newly graded areas (pervious areas only, no vegetation) <sup>5</sup> .....		77	86	91	94
Idle lands (CN's are determined using cover types similar to those in table 2-2c).					

<sup>1</sup>Average runoff condition, and  $I_a = 0.2S$ .

<sup>2</sup>The average percent impervious area shown was used to develop the composite CN's. Other assumptions are as follows: impervious areas are directly connected to the drainage system, impervious areas have a CN of 98, and pervious areas are considered equivalent to open space in good hydrologic condition. CN's for other combinations of conditions may be computed using figure 2-3 or 2-4.

<sup>3</sup>CN's shown are equivalent to those of pasture. Composite CN's may be computed for other combinations of open space cover type.

<sup>4</sup>Composite CN's for natural desert landscaping should be computed using figures 2-3 or 2-4 based on the impervious area percentage (CN = 98) and the pervious area CN. The pervious area CN's are assumed equivalent to desert shrub in poor hydrologic condition.

<sup>5</sup>Composite CN's to use for the design of temporary measures during grading and construction should be computed using figure 2-3 or 2-4, based on the degree of development (impervious area percentage) and the CN's for the newly graded pervious areas.

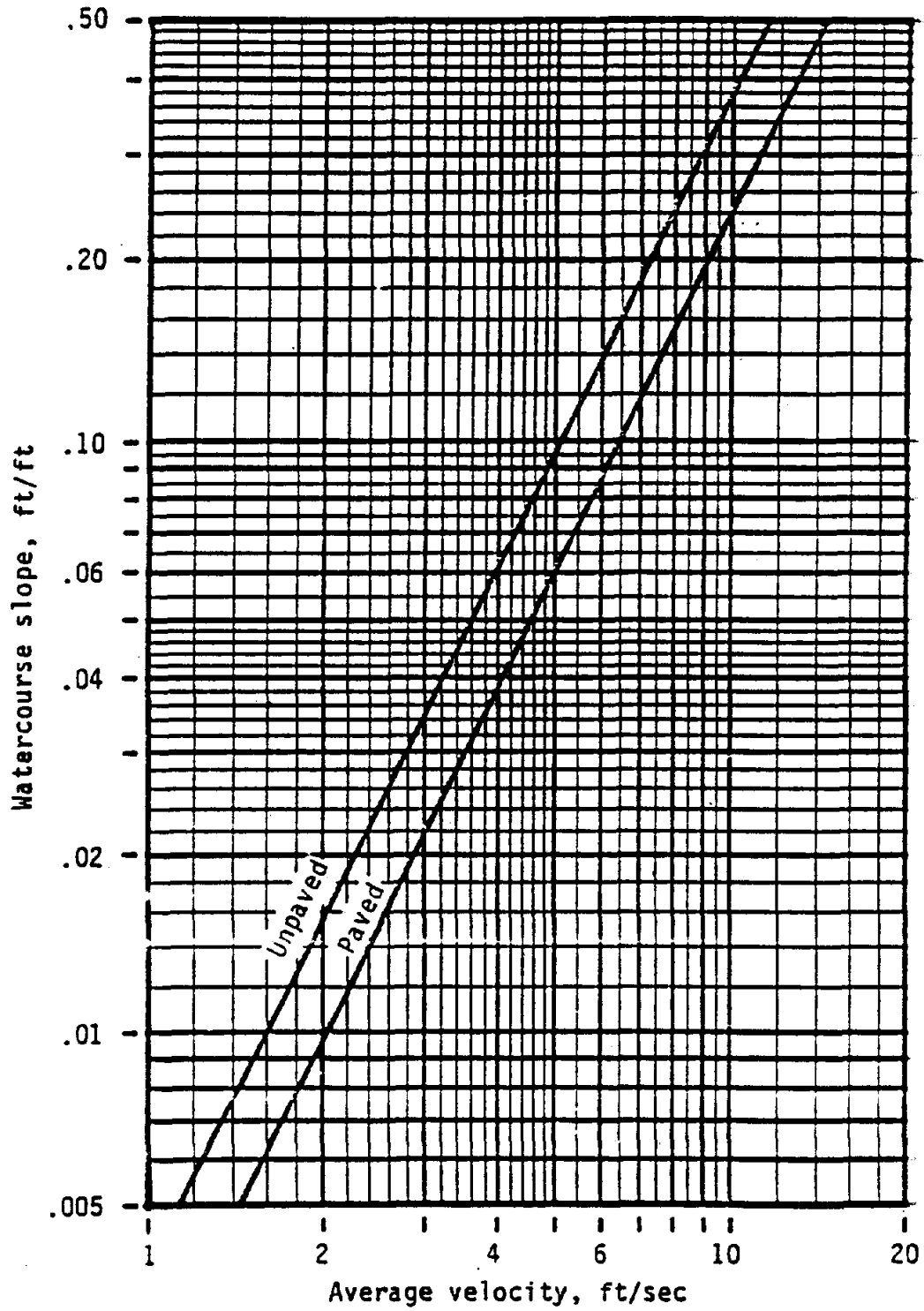


Figure 3-1.—Average velocities for estimating travel time for shallow concentrated flow.

SOUTHWEST POINTE TENTATIVE MAP  
AREA D1 - DRY CREEK WATERSHED  
PRE-DEVELOPMENT CONDITION

## CALCULATED

DISK FILE: K:\PONDPACK\88000\D1-PRE .GPD

Drainage Area	(acres)	45	--->	0.0703 sq.mi.
Runoff Curve Number	(CN)	79		
Time of Concentration, Tc	(hrs)	162		
Rainfall Distribution	(Type)	II		
Pond and Swamp Areas	(ac)		---	0.0 acres

	Storm #1	Storm #2	Storm #3
Frequency (years)	10	100	
Rainfall, P, 24-hr (in)	3.2	3.4	
Initial Abstraction, Ia (in)	0.532	0.532	0.532
Ia/p Ratio	0.242	0.156	0.000
Unit Discharge, * qu (csm/in)	413	448	0
Runoff, Q (in)	0.64	1.49	0.00
Pond & Swamp Adjustment Factor	1.00	1.00	1.00
PEAK DISCHARGE, qp (cfs)	19	47	0

## Summary of Computations for qu

Ia/p	#1	0.100	0.100	0.000
CO	#1	0.553	0.553	0.000
C1	#1	-0.615	-0.615	0.000
C2	#1	-0.134	-0.134	0.000
qu (csm)	#1	471.915	471.915	0.000
Ia/p	#2	0.000	0.000	0.000
CO	#2	0.466	0.466	0.000
C1	#2	-0.503	-0.503	0.000
C2	#2	-0.117	-0.117	0.000
qu (csm)	#2	388.639	388.639	0.000
* qu (csm)		413	448	0

\* Interpolated for computed Ia/p ratio (between Ia/p #1 & Ia/p #2)  
If computed Ia/p exceeds Ia/p limits, bounding limit for Ia/p is used.

$$\log(q_p) = CO + (C1 * \log(T_c)) + (C2 * (\log(T_c))^2)$$

$$q_p \text{ (cfs)} = q_u \text{ (csm)} * \text{Area (sq.mi.)} * Q \text{ (in.)} * (\text{Pond \& Swamp Adj.})$$

## &gt;&gt;&gt;&gt; GRAPHICAL PEAK DISCHARGE METHOD &lt;&lt;&lt;&lt;&lt;

SOUTHWEST POINTE TENTATIVE MAP  
AREA D1 - DRY CREEK WATERSHED  
POST-DEVELOPMENT CONDITIONCALCULATED .GPD  
DISK FILE: X:\PONDPACK\88003\D1-POST .GPD

Drainage Area	acres)	45	---	0.0703	sq.mi.
Runoff Curve Number	(CN)	80			
Time of Concentration, Tc	(hrs)	.52			
Rainfall Distribution	(Type)	II			
Pond and Swamp Areas	(%)	0	---	0.0	acres

	Storm #1	Storm #2	Storm #3
Frequency (years)	10	100	
Rainfall, P, 24-hr (in)	2.2	3.4	
Initial Abstraction, Ia (in)	0.500	0.500	0.500
Ia/p Ratio	0.227	0.147	0.000
Unit Discharge, * qu (csm/in)	419	452	0
Runoff, Q (in)	0.59	1.56	0.00
Pond & Swamp Adjustment Factor	1.00	1.00	1.00
PEAK DISCHARGE, qp (cfs)	20	50	0

## Summary of Computations for qu

Ia/p	#1	0.100	0.100	0.000
C0	#1	2.553	2.553	0.000
C1	#1	-0.615	-0.615	0.000
C2	#1	0.117	0.117	0.000
qu (csm)	#1	471.915	471.915	0.000
Ia/p	#2	0.200	0.200	0.000
C0	#2	2.465	2.465	0.000
C1	#2	-0.623	-0.623	0.000
C2	#2	-0.117	-0.117	0.000
qu (csm)	#2	388.639	388.639	0.000
qu (csm)		419	452	0

- \* Interpolated for computed Ia/p ratio (between Ia/p #1 & Ia/p #2)  
If computed Ia/p exceeds Ia/p limits, bounding limit for Ia/p is used.

$$\log(qu) = C0 + (C1 * \log(Tc)) + (C2 * (\log(Tc)))$$

$$qp \text{ (cfs)} = qu \text{ (csm)} * \text{Area (sq.mi.)} * Q \text{ (in.)} * (\text{Pond \& Swamp Adj.})$$

>>>> GRAPHICAL PEAK DISCHARGE METHOD <<<<<

SOUTHWEST POINTE TENTATIVE MAP  
 AREA D2 - DRY CREEK WATERSHED  
 OFFSITE DRAINAGE BASIN

CALCULATED .GPD  
 DISK FILE: K:\PONDPACK\88003\D2 .GPD

Drainage Area (acres) 122 ---> 0.1906 sq.mi.  
 Runoff Curve Number (CN) 79  
 Time of Concentration, Tc (hrs) .73  
 Rainfall Distribution (Type) II  
 Pond and Swamp Areas (ac) 0 ---> 0.0 acres

	Storm #1	Storm #2	Storm #3
Frequency (years)	10	100	
Rainfall, P, 24-hr (in)	2.2	3.4	
Initial Abstraction, Ia (in)	0.532	0.532	0.532
Ia/p Ratio	0.242	0.255	0.000
Unit Discharge, * qu (csm/in)	362	394	0
Runoff, Q (in)	0.64	1.19	0.00
Pond & Swamp Adjustment Factor	1.00	1.00	1.00
PEAK DISCHARGE, qp (cfs)	34	112	0

Summary of Computations for qu

Ia/p #1	0.100	0.100	0.000
C0 #1	0.552	0.353	0.000
C1 #1	-0.615	-0.615	0.000
C2 #1	0.154	0.154	0.000
qu (csm) #1	414.563	414.663	0.000
Ia/p #2	0.000	0.000	0.000
C0 #2	0.465	0.465	0.000
C1 #2	-0.600	-0.600	0.000
C2 #2	0.117	0.117	0.000
qu (csm) #2	339.736	339.736	0.000
qu (csm)	362	394	0

\* Interpolated for computed Ia/p ratio (between Ia/p #1 & Ia/p #2)  
 If computed Ia/p exceeds Ia/p limits, bounding limit for Ia/p is used.

$$\log(qp) = C0 + (C1 + \log(Tc)) * (C2 * (\log(Tc))^{C3})$$

$$qp (cfs) = qu (csm) * Area (sq.mi.) * Q (in.) * (Pond & Swamp Adj.)$$

>>>> GRAPHICAL PEAK DISCHARGE METHOD <<<<

SOUTHWEST POINTE TENTATIVE MAP  
 AREA D3 - DRY CREEK WATERSHED  
 PRE-DEVELOPMENT CONDITION

CALCULATED .GPD  
 DISK FILE: K:\PONDPACK\88003\D3-PRE .GPD

Drainage Area (acres) 79 ---> 0.1234 sq.mi.  
 Runoff Curve Number (CN) 79  
 Time of Concentration, Tc (hrs) 72  
 Rainfall Distribution (Type) II  
 Pond and Swamp Areas (%) 0 ---> 0.0 acres

	Storm #1	Storm #2	Storm #3
Frequency (years)	10	100	
Rainfall, P, 24-hr (in)	2.2	3.4	
Initial Abstraction, Ia (in)	0.532	0.532	0.532
Ia/p Ratio	0.242	0.136	0.000
Unit Discharge, * qu (csm/in)	379	412	0
Runoff, Q (in)	0.64	1.49	0.00
Pond & Swamp Adjustment Factor	1.00	1.00	1.00
PEAK DISCHARGE, qp (cfs)	30	75	0

Summary of Computations for qu

Ia/p #1	0.100	0.100	0.000
C0 #1	0.390	0.553	0.000
C1 #1	-0.615	-0.615	0.000
qu (csm) #1	434.159	434.159	0.000
Tc #1	0.000	0.000	0.000
C0 #2	0.465	0.465	0.000
C1 #2	-0.623	-0.623	0.000
C2 #2	-0.117	-0.117	0.000
qu (csm) #2	356.261	356.261	0.000
qu (csm)	379	412	0

Interpolated for computed Ia/p ratio (between Ia/p #1 & Ia/p #2)  
 If computed Ia/p exceeds Ia/p limits, bounding limit for Ia/p is used.

$$\log(qu) = C0 + (C1 * \log(Tc)) + (C2 * (\log(Tc))^2)$$

$$qp (cfs) = qu(csm) * Area(sq.mi.) * Q(in.) * (Pond & Swamp Adj.)$$

>>>> GRAPHICAL PEAK DISCHARGE METHOD <<<<<

SOUTHWEST POINTE TENTATIVE MAP  
 AREA D3 - DRY CREEK WATERSHED  
 POST-DEVELOPMENT CONDITION

CALCULATED .GPD  
 DISK FILE: K:\PONDPACK\38003\D3-POST.GPD

Drainage Area (acres) 79 ---> 0.1234 sq.mi.  
 Runoff Curve Number (CN) 32  
 Time of Concentration, Tc (hrs) 1.72  
 Rainfall Distribution (Type) II  
 Pond and Swamp Areas (%) 0 ----> 0.0 acres

	Storm #1	Storm #2	Storm #3
Frequency (years)	10	100	
Rainfall, P, 24-hr (in)	2.2	3.4	
Initial Abstraction, Ia (in)	0.439	0.439	0.439
Ia/p Ratio	0.000	0.103	0.000
Unit Discharge, qu (csm/in)	395	422	0
Runoff, Q (in)	0.78	1.70	0.00
Pond & Swamp Adjustment Factor	1.00	1.00	1.00
PEAK DISCHARGE, qp (cfs)	33	39	0

Summary of Computations for qu

	#1	#2	#3
Ia/p	0.100	0.100	0.000
CO	2.553	2.353	0.000
C1	-0.615	-0.615	0.000
C2	-0.104	-0.104	0.000
qu (csm) #1	434.159	434.159	0.000
Ia/p	0.000	0.000	0.000
CO	2.465	2.465	0.000
C1	-0.622	-0.622	0.000
C2	-0.117	-0.117	0.000
qu (csm) #2	356.261	356.261	0.000
qu (csm)	395	422	0

Interpolated for computed Ia/p ratio (between Ia/p #1 & Ia/p #2)  
 If computed Ia/p exceeds Ia/p limits, bounding limit for Ia/p is used.

$$\log qu = CO + (C1 * \log(Tc)) + (C2 * \log(Tc))$$

$$qp (cfs) = qu(csm) * Area(sq.mi.) * Q(in.) * (Pond & Swamp Adj.)$$



## &gt;&gt;&gt;&gt; GRAPHICAL PEAK DISCHARGE METHOD &lt;&lt;&lt;&lt;

SOUTHWEST POINTE TENTATIVE MAP  
AREA T1 - THOMAS CREEK WATERSHED  
PRE-DEVELOPMENT CONDITIONCALCULATED .GPD  
DISK FILE: X:\PONDPACK\68003\T1-PRE .GPD

Drainage Area	(acres)	209	--->	0.3266 sq.mi.
Runoff Curve Number	(CN)	79		
Time of Concentration, Tc	(hr)	12		
Rainfall Distribution	(Type)	II		
Pond and Swamp Areas	(%)	0	--->	0.0 acres

	Storm #1	Storm #2	Storm #3
Frequency (years)	10	100	
Rainfall, P, 24-hr (in)	2.2	3.4	
Initial Abstraction, Ia (in)	0.532	0.532	0.532
Ia/p Ratio	0.242	0.156	0.000
Unit Discharge, * qu (csm/in)	348	379	0
Runoff, Q (in)	0.64	1.49	0.00
Pond & Swamp Adjustment Factor	1.00	1.00	1.00
PEAK DISCHARGE, qp (cfs)	73	134	0

## Summary of Computations for qu

Ia/p #1	0.100	0.100	0.000
C0 #1	2.553	2.553	0.000
C1 #1	-0.615	-0.615	0.000
qu (csm) #1	399.883	399.883	0.000
Ia/p #2	0.200	0.200	0.000
C0 #2	2.465	2.465	0.000
C1 #2	-0.623	-0.623	0.000
C2 #2	-0.117	-0.117	0.000
qu (csm) #2	327.293	327.293	0.000
* qu (csm)	348	379	0

\* Interpolated for computed Ia/p ratio (between Ia/p #1 & Ia/p #2)  
If computed Ia/p exceeds Ia/p limits, bounding limit for Ia/p is used.

$$\log(qu) = C0 + (C1 * \log(Tc)) + (C2 * (\log(Tc))^2)$$

$$qp \text{ (cfs)} = qu(\text{csm}) * \text{Area}(\text{sq.mi.}) * Q(\text{in.}) * (\text{Pond \& Swamp Adj.})$$

>>>> GRAPHICAL PEAK DISCHARGE METHOD <<<<<

SOUTHWEST POINTE TENTATIVE MAP  
 AREA T1 - THOMAS CREEK WATERSHED  
 POST-DEVELOPMENT CONDITION

CALCULATED .GPD  
 DISK FILE: K:\FONDRACK\38003\AT1-POST.GPD

Drainage Area (acres) 209 ---> 0.3266 sq.mi.  
 Runoff Curve Number (CN) 82  
 Time of Concentration, Tc (hrs) 1.83  
 Rainfall Distribution (Type) II  
 Pond and Swamp Areas (%) 0 ---> 0.0 acres

	Storm #1	Storm #2	Storm #3
Frequency (years)	10	100	
Rainfall, P, 24-hr (in)	2.2	3.4	
Initial Abstraction, Ia (in)	0.439	0.439	0.439
Ia/p Ratio	0.200	0.129	0.000
Unit Discharge, * qu (csm/in)	364	389	0
Runoff, Q (in)	0.73	1.70	0.00
Pond & Swamp Adjustment Factor	1.00	1.00	0.00
PEAK DISCHARGE, qp (cfs)	30	313	0

Summary of Computations for qu

	#1	#2	#3
Ia/p	0.100	0.100	0.000
IC	2.553	2.553	0.000
C1	-0.615	-0.615	0.000
IC	-0.234	-0.234	0.000
qu (csm)	399.883	399.883	0.000
Ia/p	0.300	0.000	0.000
IC	2.463	2.463	0.000
C1	-0.123	-0.123	0.000
IC	-0.117	-0.117	0.000
qu (csm)	327.293	327.293	0.000
qu (csm)	364	389	0

\* Interpolated for computed Ia/p ratio (between Ia/p #1 & Ia/p #2)  
 If computed Ia/p exceeds Ia/p limits, bounding limit for Ia/p is used.

$$\log(qu) = C0 + (C1 * \log(Tc)) + (C2 * (\log(Tc))^2)$$

$$qp (cfs) = qu(csm) * Area(sq.mi.) * Q(in.) * (Pond & Swamp Adj.)$$

>>>> GRAPHICAL PEAK DISCHARGE METHOD <<<<<

SOUTHWEST POINTE TENTATIVE MAP  
 AREA T2 - THOMAS CREEK WATERSHED  
 PRE-DEVELOPMENT CONDITION

CALCULATED .GPD  
 DISK FILE: X:\PONDPACK\88003\T2-PRE .GPD

Drainage Area (Acres) 349 ---> 0.5453 sq.mi.  
 Runoff Curve Number (CN) 79  
 Time of Concentration, Tc (Hrs) 1.01  
 Rainfall Distribution (Type) II  
 Pond and Swamp Areas (%) 0 ---> 0.0 acres

	Storm #1	Storm #2	Storm #3
Frequency (years)	10	100	
Rainfall, P, 24-hr (in)	2.2	3.4	
Initial Abstraction, Ia (in)	0.532	0.532	0.532
Ia/p Ratio	0.242	0.156	0.000
Unit Discharge, * qu (csm/in)	309	337	0
Runoff, Q (in)	0.64	1.49	0.00
Pond & Swamp Adjustment Factor	1.00	1.00	1.00
PEAK DISCHARGE, qp (cfs)	108	274	0

Summary of Computations for qu

Ia/p #1	0.100	0.100	0.000
C0 #1	2.553	2.553	0.000
C1 #1	-0.615	-0.615	0.000
C2 #1	0.117	0.117	0.000
qu (csm) #1	355.273	355.273	0.000
Ia/p #2	0.300	0.300	0.000
C0 #2	2.465	2.465	0.000
C1 #2	-0.623	-0.623	0.000
C2 #2	-0.117	-0.117	0.000
qu (csm) #2	290.153	290.153	0.000
qu (csm)	309	337	0

\* Interpolated for computed Ia/p ratio (between Ia/p #1 & Ia/p #2)  
 If computed Ia/p exceeds Ia/p limits, bounding limit for Ia/p is used.

$$\log(qu) = C0 + (C1 * \log(Tc)) + (C2 * (\log(Tc))^2)$$

$$qp (cfs) = qu(csm) * Area(sq.mi.) * Q(in.) * (Pond & Swamp Adj.)$$

>>>> GRAPHICAL PEAK DISCHARGE METHOD <<<<

SOUTHWEST POINTE TENTATIVE MAP  
 AREA T2 - THOMAS CREEK WATERSHED  
 POST-DEVELOPMENT CONDITION

CALCULATED .GPD  
 DISK FILE: X:\PONDPACK\88008\T2-POST.GPD

Drainage Area (Acres) 349 ----> 0.5453 sq.mi.  
 Runoff Curve Number (CN) 30  
 Time of Concentration, Tc (hrs) 1.01  
 Rainfall Distribution (Type) II  
 Pond and Swamp Areas (%) 0 ----> 0.0 acres

	Storm #1	Storm #2	Storm #3
Frequency (years)	10	100	
Rainfall, P, 24-hr (in)	2.3	2.4	
Initial Abstraction, Ia (in)	0.500	0.500	0.500
Ia/p Ratio	0.227	0.147	0.000
Unit Discharge, * qu (csm/in)	314	340	0
Runoff, Q (in)	0.69	1.36	0.00
Pond & Swamp Adjustment Factor	1.00	1.00	1.00
PEAK DISCHARGE, qp (cfs)	113	289	0

Summary of Computations for qu

Ia/p #1	0.100	0.100	0.000
C0 #1	2.553	2.553	0.000
C1 #1	-0.615	-0.615	0.000
qu (csm) #1	355.278	355.278	0.000
Ia/p #2	0.300	0.300	0.000
C0 #2	2.465	2.465	0.000
C1 #2	-0.300	-0.300	0.000
C2 #2	-0.117	-0.117	0.000
qu (csm) #2	290.153	290.153	0.000
qu (csm)	114	340	0

\* Interpolated for computed Ia/p ratio (between Ia/p #1 & Ia/p #2)  
 If computed Ia/p exceeds Ia/p limits, bounding limit for Ia/p is used.

$$\log(qu) = C0 + (C1 * \log(Tc)) + (C2 * (\log(Tc)))$$

$$qp (cfs) = qu(csm) * Area(sq.mi.) * 2(in.) * (Pond \& Swamp Adj.)$$

## &gt;&gt;&gt;&gt; DETENTION STORAGE ESTIMATE &lt;&lt;&lt;&lt;&lt;

SOUTHWEST POINTE TENTATIVE MAP  
AREA D1CALCULATED .DET  
DISK FILE: K:\PONDPACK\88003\D1 .DETDrainage Area (acres) 45 0.0703 sq.mi.  
Rainfall Distribution (Type) II

	Storm #1	Storm #2	Storm #3
Frequency (years)	10	100	
Peak Inflow, qi (cfs)	20	50	0
Inflow Runoff, Q (in)	.69	1.56	0
Peak Outflow, qo (cfs)	19	47	0
qo/qi Ratio	0.950	0.940	0.000
* Vs/Vr Ratio	0.114	0.119	0.000
Inflow Volume, Vr (ac-ft)	2.6	5.8	0.0
STORAGE VOLUME, Vs (ac-ft)	0.0	0.7	0.0

## Summary of Volume Computations

C0	0.582	0.582	0.582
C1	-1.430	-1.430	-1.430
C2	1.340	1.340	1.340
C3	-0.804	-0.804	-0.804
* Vs/Vr	0.114	0.119	0.000

$$* Vs/Vr = C0 + (C1*(qo/qi)) + (C2*(qo/qi)) + (C3*(qo/qi))$$

Graphical Peak Discharge File Used for Inflow Data:  
K:\PONDPACK\88003\D1-POST .GPD  
Graphical Peak Discharge File Used for Outflow Data:  
K:\PONDPACK\88003\D1-PRE .GPD

>>>> DETENTION STORAGE ESTIMATE <<<<

SOUTHWEST POINTE TENTATIVE MAP  
AREA D3

CALCULATED .DET  
DISK FILE: K:\PONDPACK\88003\D3 .DET

Drainage Area (acres) 79 0.1234 sq.mi.  
Rainfall Distribution Type II

	Storm #1	Storm #2	Storm #3
Frequency (years)	10	100	
Peak Inflow, qi (cfs)	23	89	0
Inflow Runoff, Q (in)	.73	1.7	0
Peak Outflow, qo (cfs)	30	76	0
qo/qi Ratio	0.789	0.854	0.000
Vs/Vr Ratio	0.120	0.156	0.000
Inflow Volume, Vr (ac-ft)	5.1	11.2	0.0

STORAGE VOLUME, Vs (ac-ft) 0.2 1.7 0.0

Summary of Volume Computations

10	0.582	0.582	0.582
11	-1.430	-1.430	-1.430
12	0.000	0.000	0.000
CC	-0.804	-0.804	-0.804
Vs/Vr	0.120	0.156	0.000

$$* \quad Vs/Vr = C0 + ( C1*(qo/qi) ) + ( C2*(qo/qi) ) - ( C3*(qo/qi) )$$

Graphical Peak Discharge File Used for Inflow Data:  
K:\PONDPACK\88003\D3-POST .GPD  
Graphical Peak Discharge File Used for Outflow Data:  
K:\PONDPACK\88003\D3-PRE .GPD

>>>> DETENTION STORAGE ESTIMATE <<<<<

SOUTHWEST POINTE TENTATIVE MAP  
AREA T1

CALCULATED .DET  
DISK FILE: X:\PONDPACK\88003\T1 .DET

Drainage Area (Acres) 309 0.3256 sq.mi.  
Rainfall Distribution (Type) II

	Storm #1	Storm #2	Storm #3
Frequency (years)	10	100	
Peak Inflow, qi (cfs)	93	216	0
Inflow Runoff, Q (in)	.78	1.7	0
Peak Outflow, qo (cfs)	73	184	0
qo/qi Ratio	0.785	0.852	0.000
Vs/Vr Ratio	0.131	0.157	0.000
Inflow Volume, Vr (ac-ft)	13.6	29.6	0.0
STORAGE VOLUME, Vs (ac-ft)	2.5	4.6	0.0

Summary of Volume Computations

C0	0.582	0.582	0.582
C1	-1.430	-1.430	-1.430
C2	1.640	1.640	1.640
C3	-0.304	-0.304	-0.304
Vs/Vr	0.131	0.157	0.000

$$Vs/Vr = C0 + (C1 * (qo/qi)) + (C2 * (qo/qi)^2) + (C3 * (qo/qi)^3)$$

Graphical Peak Discharge File Used for Inflow Data:  
X:\PONDPACK\88003\T1-POST.GPD  
Graphical Peak Discharge File Used for Outflow Data:  
X:\PONDPACK\88003\T1-PRE.GPD

>>>> DETENTION STORAGE ESTIMATE <<<<<

SOUTHWEST POINTE TENTATIVE MAP  
AREA T2

CALCULATED .DET  
DISK FILE: N:\PONDPACK\88003\T2 .DET

Drainage Area (acres) 349 0.5453 sq.mi.  
Rainfall Distribution (Type) III

	Storm #1	Storm #2	Storm #3
Frequency (years)	10	100	
Peak Inflow, qi (cfs)	118	289	0
Inflow Runoff, Q (in)	.69	1.56	0
Peak Outflow, qo (cfs)	103	274	0
qo/qi Ratio	0.915	0.948	0.000
* Vs/Vr Ratio	0.131	0.115	0.000
Inflow Volume, Vr (ac-ft)	20.1	45.4	0.0
STORAGE VOLUME, Vs (ac-ft)	2.6	5.2	0.0

Summary of Volume Computations

10	0.582	0.582	0.582
Q1	-1.430	-1.430	-1.430
100	-0.804	-0.804	-0.804
* Vs/Vr	0.131	0.115	0.000

$$Vs/Vr = 10 - (Q1*(qo/qi)) - (Q2*(qo/qi)) + (Q3*(qo/qi))$$

Graphical Peak Discharge File Used for Inflow Data:  
N:\PONDPACK\88003\T2-POST .GPD  
Graphical Peak Discharge File Used for Outflow Data:  
N:\PONDPACK\88003\T2-PRE .GPD



**SOUTHWEST POINTE**

**CASE NO. DA9-1-93**

**CROSS REFERENCE**

**APPLICANT:**

Southwest Pointe Partners  
PO Box 346  
Genoa, NV 89411

**PROPERTY OWNER**

**XC:** CFA, Inc., Attn: Gregory A. Doerr, AICP, 1150 Corporate Boulevard, Reno, NV 89502, (702) 856-1150;  
Southwest Truckee Meadows CAB

**REQUEST:** To amend the development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The amendment allows the applicant to modify portions of the agreement pertaining to streets, access, drainage, parks and other portions. The total acreage of the project is  $\pm 3,171.6$  acres. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated in portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 49-030-12)

**RECOMMENDATION/ACTION:**

**STAFF: DON YOUNG**

PC  
BCC

DATE  
DATE

*Her. Review*

DEC - 9 1994



# OFFICE OF THE WASHOE COUNTY CLERK

COUNTY COURTHOUSE, VIRGINIA AND COURT STS.

P.O. BOX 11130, RENO, NEVADA 89520

PHONE (702) 328-3260

December 9, 1994

**JUDI BAILEY**  
County Clerk

Jeff Dingman  
Dingman Investments  
1597 Esmeralda Avenue  
Minden, NV 89423

Dear Mr. Dingman:

I, Judi Bailey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that at a regular meeting of the Board of County Commissioners, held on November 8, 1994, Chairman Cornwall issued the following order:

94-941 AMENDMENT OF DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 -  
SOUTHWEST POINTE/DINGMAN INVESTMENTS (APN: 49-010-04, 49-010-10  
AND 41-030-12)

6:00 p.m. This was the time set in a Notice of Public Hearing, mailed to affected property owners on October 27, 1994, to consider the recommendation of the Washoe County Planning Commission to approve an amendment to the preliminary development agreement that facilitates development of a residential community which includes 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center for Dingman Investments/Southwest Pointe. The amendment would allow the applicant to begin preliminary grading of the golf course and installation of infrastructure along Zolezzi Lane prior to the approval of the final development agreement. The total acreage of the project is ±3,171.6 acres. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR), and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. Proof was made that due and legal Notice had been given.

Mike Harper, Director of Development Review, stated that the applicant is requesting to move forward with one of the two golf courses prior to completing the final development agreement and that staff is recommending some revised conditions they feel are necessary safeguards. Pursuant to questions at Caucus regarding water, Mr. Harper stated that the Utility Division indicated they are comfortable with the proposals.

Commissioner Bradhurst expressed concern regarding whether there is adequate water for this project and asked how much water will be needed for the golf course. Brita Tryggvi, CFA, Inc., representing applicant, stated that approximately 350 acre feet will be needed for the golf course. A discussion then ensued regarding using the treated effluent from the South Truckee Meadows sewer treatment plant for the golf courses when it is available.

Chairman Cornwall opened the public hearing by calling on anyone wishing to speak regarding this item.

Tim Howsley and Dennis Geeson, area residents, expressed concern about starting any construction prior to completion of the final development agreement stating that there are still many issues to be resolved, especially water and access.

There being no one else wishing to speak, the public hearing was closed.

Mr. Harper then answered questions of the Board. Commissioner Bradhurst expressed his concern regarding the water. Following further discussion, on motion by Commissioner McDowell, seconded by Commissioner Beck, which motion duly carried, Chairman Cornwall ordered that an amendment of Development Agreement Case No. DA9-1-93, which will allow the applicant to begin preliminary grading of the golf course and installation of infrastructure along Zolezzi Lane prior to the approval of the final development agreement, be approved subject to the following amended conditions which modify Washoe County Board of County Commissioners Clerk's Order No. 94-86:

19. The final development agreement shall not be approved until the right-of-way of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Provided however, that preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition 21. A recorded right-of-way document shall be provided to the satisfaction of the County Engineer and the District Attorney's Office.
45. Prior to the issuance of a grading permit or approval of a final map, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.
47. A general concept level storm drain master plan shall be submitted and approved prior to acceptance of the final development agreement to the satisfaction of the County Engineer. The general concept level storm drain master plan shall address in general terms proposed methods for handling the existing and increased flows for the 10- and 100-year storms including detention and other proposed mitigation measures for both on- and off-site areas. This master plan shall include a drawing which shows the existing drainage basins within the development and indicate how they may be impacted. After approval of the final development agreement, and prior to approval of the tentative map for each phase or approval of any

special use permit, a preliminary hydrology report shall be submitted and approved to the satisfaction of the County Engineer. This preliminary hydrology report shall be prepared in accordance with County requirements for tentative maps, in conformance with the general concept level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10 and 100 year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities.

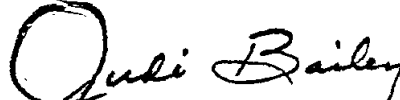
48. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the applicant shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed upon locations to the satisfaction of the County Engineer. The easement shall be submitted with the plans for the final golf course improvements.

59. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
60. Prior to the issuance of a grading permit for the golf course or approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
61. Prior to the issuance of a grading permit for the golf course, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A service and ground water sampling program shall be implemented to demonstrate that

migration is not occurring, and commits to modifying practices in the event that any of the above materials are detected.

Very truly yours,

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

JUDI BAILEY, County Clerk  
and Clerk of the Board of  
Washoe County Commissioners

slg

cc: Assessor, Building, Engineering, Public Works, Utility  
Brita Tryggvi, CFA, Inc., 1150 Corporate Blvd., Reno, NV 89502  
Jerry Smith, Redfield Land Company, 1755 East Plumb Lane #212, Reno,  
NV 89502

OCT 14 1994



# OFFICE OF THE WASHOE COUNTY CLERK

COUNTY COURTHOUSE, VIRGINIA AND COURT STS.  
P.O. BOX 11130, RENO, NEVADA 89520  
PHONE (702) 328-3260

**JUDI BAILEY**  
County Clerk

October 12, 1994

Jeff Dingman  
Dingman Investments  
1597 Esmeralda Avenue  
Minden, NV 89423

Dear Mr. Dingman:

I, Judi Bailey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that at a regular meeting of the Board of County Commissioners, held on September 27, 1994, Chairman Cornwall issued the following order:

94-854     AMENDMENT OF DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 -  
SOUTHWEST POINTE/DINGMAN INVESTMENTS - (APN: 49-010-04,  
49-010-10 & 41-030-12)

9:30 a.m. This was the time set in a Notice of Public Hearing, mailed to affected property owners on September 14, 1994, and published in the Reno Gazette-Journal on September 16, 1994, to consider the recommendation of the Washoe County Planning Commission to approve an amendment of a development agreement timeline and thereby grant an 18-month extension to Dingman Investments for Southwest Pointe to finalize the document which facilitates construction of a residential community which includes 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities and a commercial village center, the total acreage being ±3,171.6 acres, designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR), and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. Proof was made that due and legal Notice had been given.

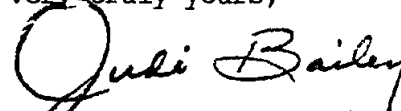
Bob Katai, Department of Development Review, presented the staff report and answered questions of the Board.

Chairman Cornwall opened the public hearing by calling on anyone wishing to speak regarding this amendment. There being no response, the hearing was closed.

Upon recommendation of the Washoe County Planning Commission, on motion by Commissioner Shaw, seconded by Commissioner Beck, which motion

duly carried, Chairman Cornwall ordered that the amendment of Development Agreement Case No. DA9-1-93 be approved.

Very truly yours,

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

JUDI BAILEY, County Clerk  
and Clerk of the Board of  
Washoe County Commissioners

slg

cc: Assessor, Building, Development Review, Engineering, Public Works,  
Utility Division  
Brita Tryggvi, CFA, Inc., 1150 Corporate Blvd., Reno, NV 89502  
Jerry Smith, Redfield Land Co., 1755 E. Plumb Ln #212, Reno, NV 89502



# OFFICE OF THE WASHOE COUNTY CLERK

COUNTY COURTHOUSE, VIRGINIA AND COURT STS.

P.O. BOX 11130, RENO, NEVADA 89520

PHONE (702) 328-3260

March 4, 1994

JUDI BAILEY  
County Clerk

Jeff Dingman  
Dingman Investments  
1597 Esmeralda Avenue  
Minden, NV 89423

Dear Mr. Dingman:

I, Judi Bailey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that at a regular meeting of the Board of County Commissioners, held on February 8, 1994, Chairman Cornwall issued the following order:

94-86      DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 - DINGMAN INVESTMENTS  
SOUTHWEST POINTE (APN: 49-010-04, 49-010-10 AND 41-030-12)

6:00 p.m. This was the time set in a Notice of Hearing published in the Reno Gazette-Journal on January 27, 1994, to consider Development Agreement Case No. DA9-1-93, a request by Dingman Investments to develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The total acreage of the project is ±3,171.6 acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR), is located in the Southwest Truckee Meadows Planning Area, and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. Proof was made that due and legal notice had been given.

Jeff Murphree, Planner, Department of Development Review, described the proposed project and stated that the purpose of a Development Agreement is to provide a mechanism for comprehensive review of a large scale development, to insure that adequate public facilities and services are provided consistent with the development, and to provide assurances that the master plan will not be changed during the course of the agreement, which in this case is 15 years. He explained the process stating that, if approved by this Board tonight, this preliminary development agreement, which is basically a conceptual plan, will be sent to the Regional Planning Commission as a project of regional significance for their review; that the applicant will then have six months to meet the conditions of approval; that it will then come back to staff for review; and that when all conditions have been met, staff will then bring the final development agreement to the Board of County Commissioners for final approval.



Mr. Murphree also reviewed the history of the subject agreement at the Planning Commission level and stated that the major outstanding issue is the traffic impacts that will be created by this development. He stated that the primary access for this development will be via White's Creek Lane with Zolezzi Lane serving as a gated, emergency access only; that staff was concerned about the project not having two resident accesses; and that the Planning Commission felt that White's Creek Lane as proposed by the developer will meet the needs. Mr. Murphree stated that the residents in Field Creek who will be adjacent to White's Creek Lane are very concerned about this, although White's Creek Lane first appeared as a major street in the 1984 master plan; that there were some changes when the area plan was adopted in 1989; and that when Field Creek Ranch Subdivision was approved, prior to the 1989 area plan, the developer was required to dedicate a 100-foot wide corridor for a future street--White's Creek Lane. In response to Commissioner Beck, Mr. Murphree stated that White's Creek Lane will be constructed as a 4-lane road from Thomas Creek Road west into the subject property only; that from Thomas Creek Road east to Wedge Parkway it will be constructed as a 2-lane minor arterial; and that when warranted in the future, that portion will be widened to 4 lanes also, but that won't be for many years as it will not be necessary until complete buildout of all the projects in the area.

Mr. Murphree stated that the other major issue at the Planning Commission was the flood detention facilities, which has been resolved through negotiations. He then answered specific questions of the Board.

Brita Tryggvi, CFA, Inc., representing applicant, stated that the proposed development is consistent with the Southwest Truckee Meadows Area Plan for both density and the proposed roadway system; and that they propose to cluster all of the development in the center of the project thereby creating wide open space buffers, retaining the existing vegetation, and preserving the muledeer habitat. Using maps, she located wide buffers between this project and the surrounding developments, showing that approximately 1500 acres, 48 percent of the site, will be open space, which will eventually be dedicated to a public entity or a nonprofit organization such as the Washoe Parks Foundation. Ms. Tryggvi also explained how they are planning different, distinct neighborhoods separated by golf courses and common open space, some with 12,000 square foot lots, some with half-acre lots, and some with one acre lots, the two 18-hole golf courses, one of which will be constructed in the first phase, the commercial center, and the recreational facilities they are planning.

Ms. Tryggvi then discussed the developer's proposal for constructing White's Creek Lane and stated that their idea is to create a special assessment district involving all the developers who will benefit and that that would get this entire road constructed much sooner than originally proposed, which will relieve the traffic problems in Thomas Creek Estates and on Zolezzi Lane. She stated that there are some residents in Field Creek who are going to be impacted by White's Creek Lane, cited alternatives roads that have been proposed and considered, and explained the problems with each of them. Ms. Tryggvi then described the mitigation measures that can be taken to minimize the impacts to those Field Creek residents and stated that they will work with those homeowners to come up with the best possible solutions. Ms. Tryggvi then answered questions from the Board.

Chairman Cornwall opened the public hearing and called on those wishing to speak regarding the proposed project.

The following area residents spoke in support of the project and overwhelmingly supported the construction of White's Creek Lane, some of them stating that they feel it should be constructed as soon as possible to relieve traffic in their neighborhoods: Cory Kristie, Cathy Bush, Elaine Walker, Jim Lucas, Robert Archie, Randy Jackson, Robert Duvall, Wendy Foyer, Thomas Bower, Beverly Sindlinger, and Patty Beers. Ms. Walker also submitted a petition signed by many of her neighbors in support of the project; and a letter of support from Mr. Walker was placed on file with the Clerk, along with the petition.

The following residents of the Field Creek Subdivision spoke in opposition to the project and the construction of White's Creek Lane, citing how they will be adversely impacted, such as the road being too close to their homes creating noise and danger, their views being obstructed, and their property values being affected: John Gulick, Pat and Doug Powell, Bruno Menicucci, Thomas Shrake, Wayne Avery, Randy Moore, Brad Swenson, Robert Young, Lee Parker, and John Zidich. Mr. Shrake submitted a petition signed by his neighbors supporting accessing this project from the Mt. Rose Highway, which was placed on file with the Clerk.

Pat and Doug Powell, 13440 Field Creek, also explained that Mr. Powell had gone to the County Planning offices before purchasing their property trying to learn what was planned for the area and no one told them about a 4-lane road going in their backyard. Randy Moore, 13560 Field Creek also stated that he went to the County offices to view the subdivision plans, which did not even show the easement through the area.

Buck Metcalf, Washoe County Planning Commission; Bruce Arkell, formerly with the Nevada Department of Transportation; and Greg Krause, Regional Transportation Commission; each discussed the complexities involved in developing the master plan, including the transportation element therein, and urged the Commission to follow the master plan and not to change the proposed construction of White's Creek Lane.

Keith Kellison, Chairman, Southwest Truckee Meadows Citizens Advisory Board, stated that Southwest Pointe is a quality project that will benefit the entire area; that no one spoke against the project at the numerous meetings they held regarding the project; and that on behalf of the CAB he is requesting that the Board approve the project. Nick Stosic, CAB member, stated that he was also on the CAB when the master plan was adopted and urged the Board to follow the plan and approve the project as it is in conformance with the plan. Steven Walther, former CAB member stated that a line has been drawn indicating this road since February, 1983; that the plan is fragile and should be carefully followed, which this project does; and that he believes that the deer herd and wildlife habitat will be protected by all the open space that is planned.

Dick Heikka, Chief of the Galena Volunteer Fire Department, answered some of the questions that had been raised regarding emergency access and fire protection, stating that their response time would be

good, and described the numerous pieces of equipment that the Department currently has, assuring the Board that there would be adequate fire protection. He also stated that the open space planned in this project will protect the wildlife habitat and the resident muledeer in the area; and that with all the development in the area, White's Creek Lane will have to be built someday just on the basis of good planning.

Sandra Wilson, 13350 Fieldcreek, stated that the construction vehicles should use the Mt. Rose Highway; and that when White's Creek Lane is constructed, it should include walking paths and bike lanes so that it will be conducive to the rural life of the area.

Chris Spandow stated that he does not live in the project area, but does use the streets there and urged the Board to maintain the integrity of the area plan and allocate the traffic fairly to all streets.

Nancy Maddox, 4045 LaMay Lane, stated that her concern is the water; that she lives on the north end of the project; and that she and her neighbors are all on private wells and are concerned that their wells will be impacted.

There being no one else wishing to speak, Chairman Cornwall closed the public hearing. She then asked Mr. Murphree to clarify the issues of construction traffic and the approximate time when White's Creek Lane will be constructed.

Mr. Murphree stated that construction traffic will initially use Zolezzi Lane during construction of the golf course, but that that will not be in and out traffic; and that when the first building permit is issued, the construction traffic will use Mt. Rose to Thomas Creek to White's Creek. He further stated that they had planned to require construction of White's Creek Lane by the 85th residential permit, but the applicant desires to do it before that time.

Ms. Tryggvi stated that the developer has no objection to moving it up to the 35th building permit as someone suggested since they hope to construct White's Creek Lane much sooner through the special assessment district. Ms. Tryggvi and the Board then discussed, at length, possible mitigation measures that can be taken to alleviate the impacts on those residents living on Field Creek Lane, such as placing the lanes as far to the south as possible, lowering the road, fencing and installing sound walls. Ms. Tryggvi stated that they will work with those homeowners, even meeting with them individually if necessary, to come up with acceptable solutions to minimize the impacts on them.

In regard to the concern expressed concerning water, Commissioner Bradhurst asked if there has been an analysis of whether this project might impact private wells. Ms. Tryggvi stated that they have not yet done that but are working with the Utility Division to determine this.

Commissioner McDowell asked if the Board is going to add or change any conditions. Mike Harper, Director of Development Review, reminded the Board that this is a Preliminary Development Agreement; that if

the Commission modifies the agreement, the changes must go back through the Planning Commission process; and that the Board's input would certainly be taken into consideration when preparing the Final Development Agreement for the Board's approval.

Commissioner Bradhurst then asked questions about the open space dedication and the trails system, which were answered by Gene Sullivan, Parks and Recreation Director.

Chairman Cornwall stated that she definitely wants the residents on Field Creek Lane who will be impacted by the construction of White's Creek Lane to be involved in the design process regarding the mitigation measures used to alleviate those problems; that she does want the condition regarding construction traffic clarified to include how that issue will be enforced; and that she does not believe the residents in this area want street lights in the neighborhood.

Legal Counsel Maureen Griswold stated that she feels those changes are acceptable; that since the developer has agreed to change the 85th building permit to the 35th, she sees no problem with that; and that she does not believe that these clarifications would require resubmittal to the Washoe County Planning Commission.

On motion by Commissioner McDowell, seconded by Commissioner Bradhurst, which motion duly carried, Chairman Cornwall ordered that the preliminary development agreement in Development Agreement Case No. DA9-1-93 be approved subject to the following conditions as clarified by the Board at this meeting:

GENERAL CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE

COMPLIANCE WITH THE CONDITIONS OF THIS DEVELOPMENT AGREEMENT IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST.

A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEVELOPMENT REVIEW STAFF.

GENERAL CONDITIONS

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.

2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. The recorded final development agreement shall be effective for a period not-more-than 15 years. An extension of this approval may be granted if mutually agreed to by the developer and Washoe County.
4. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's office and the development review staff. 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 property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum.
  - a. Private roads within the subdivision.
  - b. Equestrian center.
  - c. Staffing of maintenance and security forces.
  - d. Common area landscaping.
  - e. Entrance gates.
  - f. Snow removal and storage areas.
  - g. Landscaping along streets.
  - h. Fire and fuelbreaks on open space.
  - i. Detention basins and the accumulated sediment.
  - j. Equestrian/pedestrian trails.
  - k. Bicycle and pedestrian paths.
  - l. Private streets and utilities.
  - m. Golf cart crossings.
  - n. Off-site residential parking areas
  - o. Public park center.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
- b. Specifications on the limitation of turf area for single family homes.
- c. Notice of requirement to pay future sewer user fees
- d. Minimum defensible space requirements.
- e. Snow storage areas.

- f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Requirement of open space remaining open to pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
5. Prior to ground disturbing activity, the developer shall provide an archaeological/historical survey for review by the Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology.
  6. The developer shall participate in any applicable General Improvement District or Special Assessment District formed by Washoe County to the satisfaction of the applicable division of Public Works.
  7. All new utilities shall be placed underground to the satisfaction of the County Engineer.
  8. Prior to final map approval, the developer is to provide written approval of the plans for the installation of mail delivery facilities from the US Postal Service. The system must be shown on the project construction plans and installed as part of the on-site improvements to the satisfaction of the County Engineer and the US Postal Service.
  9. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
  10. Prior to submittal to the Washoe County Board of County Commissioners, the final development agreement shall be reviewed and approved by the Washoe County District Attorney's Office.
  11. Within six months of the approval of the preliminary development agreement, a draft final development agreement that conforms with the provisions of section 814 of the Washoe County Development Code shall be completed and submitted to the Washoe County Department of Development Review. Washoe County Department of Development Review will provide comments on the draft final agreement. The final development agreement will then be submitted to the Washoe County Board of County Commissioners within three months. Extensions of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.

### PHASING

12. The project shall be developed in three phases. Phase I includes a tentative map for 436 lots, an 18-hole golf course, the village center and driving range. Phase II will include an additional nine holes, the equestrian center and a tentative map for approximately 220 dwelling units. Phase III includes the remaining 434 lots and the last nine holes of golf. Modification to the proposed phasing plan may be made if mutually agreeable the developer and Washoe County. These modifications may include the commercial portion of the project and the second 18-hole golf course, which may be constructed during phase II or phase III.
13. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.

14. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.

### TRAFFIC

15. A LOS C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.
16. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site, to the satisfaction of the County Engineer.
17. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
18. Prior to the issuance of the 35th building permit, the following roadway improvements shall be constructed to the satisfaction of the County Engineer:

- A. The remaining two lanes of Whites Creek Lane from Thomas Creek Road to the project site if warranted by projected traffic demands.
  - B. Two (2) lanes of Whites Creek Lane from Thomas Creek Road to Wedge Parkway with 100 feet of right-of-way. These two lanes will be constructed so that an additional two lanes may be added in the future if warranted by projected traffic volumes.
  - C. Whites Creek Lane will be designed in a manner that minimizes any impacts on the adjacent homes to the north in Fieldcreek Ranch (e.g., fencing, berms, lowering the travel lanes).
19. The final development agreement shall not be approved until the right-of-way of all necessary off-site accesses from the project to Thomas Creek Road are obtained. A recorded right-of-way document shall be provided to the satisfaction of the County Engineer and the District Attorney's Office.
  20. Prior to the final approval of the development agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District (SAD) for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Condition No.'s 16 and 18, from the project site to Wedge Parkway, to the satisfaction of the County Engineer.

Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

NOTE

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.

21. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.



Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

Enforcement of the approved construction haul routes shall be the responsibility of the applicant and the County Engineer. Failure of construction vehicles to follow approved roads, will result in cessation of building permits and/or certificate-of-occupancies.

22. Prior to approval of the final development agreement, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded.
23. Prior to the approval of the final development agreement, a schematic pedestrian circulation plan. As part of each tentative map, a detailed pedestrian circulation plan will be submitted and approved by the Department of Development Review.

24. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.
25. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
26. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - C. Private - 50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.

- E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
  - F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 1/2 foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
  - G. Public - 100 ROW major arterial street (more than 10,830 ADT).
27. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer, Washoe County Department of Development Review and the developer. Maintenance of median landscaping shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
28. Meandering asphalt paths will be acceptable provided:
- A. Pedestrian easements are included for portions of the paths located outside the County r.o.w.
  - B. Landscaping between the back of the curb and the path shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer.
  - C. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
29. Proposed roadways (public or private) are not to be centered along fault lines. Faultlines shall be located behind the curbline, on the up-thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback excluding construction for buildings for human occupancy may be reduced, to the satisfaction of the County Engineer.
30. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded.

31. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement, to the satisfaction of the County Engineer.
32. Temporary County Standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street, to the satisfaction of the County Engineer.
33. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 500 feet to the satisfaction of the County Engineer and the applicable fire protection agency. These roads shall have a 30-foot access easement with a minimum 20-foot width of 6 inches of Type 2 Class B aggregate base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.
34. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. The emergency access road shall be constructed within a 30 foot access easement to a minimum 20 foot width with 4 inches of Type 2 Class B aggregate base.
35. Street lights shall be installed at major intersections to the satisfaction of the County Engineer.
36. Unless otherwise stated in the final development agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer.
37. The minimum pavement structural section shall be 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector-classified streets and shall be 3 inches of asphalt over 6 inches of granular base for roadways for local streets to the satisfaction of the County Engineer.
38. The applicant shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required.

39. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater, to the satisfaction of the County Engineer. Where possible, crossings should be below the grade of public streets.
40. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.
41. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.
42. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
43. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.
44. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

#### AIR QUALITY MANAGEMENT

45. Prior to the approval of the final development agreement, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

#### DRAINAGE

46. Detention/retention facilities are to be maintained by a homeowner's association and perpetually funded unless the County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County.

47. A general concept level storm drain master plan shall be submitted and approved prior to acceptance of the final development agreement to the satisfaction of the County Engineer. The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10 and 100 year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities.
48. Prior to recordation of any final map, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.
49. A maintenance plan of all drainage facilities, to be owned by the homeowner's association, shall be provided prior to approval of the final development agreement. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe county water treatment plant, and associated Steamboat Ditch conveyance system. All runoff from improved areas which runs into the Steamboat Ditch shall be pre-treated for silt and petrochemicals and shall be routed through a "wet" detention facility or approved alternative, to the satisfaction of the Utility Division and the Department of Development Review.
50. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.
51. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
  - A. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to

the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.

- B. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within five (5) years of the approval of the final development agreement. If construction is not started within by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - C. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - D. If the detention basin is constructed, Washoe County shall pay fair market value for the property.
52. The increase in development-caused runoff from the 100 year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained On-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company, to the satisfaction of the County Engineer.
53. Prior to the approval of the final development agreement, a geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area, to the satisfaction of the County Engineer.

The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report.

54. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.
55. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building Code Section 7011 amended.
56. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation.

57. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The applicant shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch.
58. Prior to approval of the final map, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection. If required, point discharge permit for each proposed detention pond will be obtained from the Nevada Division of Environmental Protection and copy submitted to the Engineering Division.

The applicant shall contact the Division of Water Resources, State of Nevada, to determine whether the proposed flood detention facilities will require a permit.

59. Prior to approval of the final development agreement, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
60. Prior to approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
61. Prior to approval of the final development agreement, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A service and ground water sampling program shall be implemented to demonstrate that migration is not occurring, and commits to modifying practices in the event that any of the above materials are detected.
62. An animal waste management plan for the equestrian center shall be prepared prior to the issuance of a building permit for that facility, that documents how the migration of bacteria, nutrients and other animal waste by-products to surface and ground waters will be prevented.
63. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100 year flows and lined, to the satisfaction of the County Engineer.

#### WATER

64. Prior to the approval of the final development agreement, the applicant shall provide staff with a phasing schedule for the dedication



of water rights. Permitted or certificated groundwater rights in the amount of 1.12 acre feet must be dedicated to Washoe County for each lot of a final map. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.

65. Prior to the approval of the final map, the developer shall demonstrate how compliance with NRS 278.349, that requires the availability of water meet applicable health standards and is sufficient in quantity to serve the foreseeable needs of the subdivision, shall be met to the satisfaction of the District Health Department and Washoe County Department of Development Review.
66. Prior to the approval of the final development agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Office. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.
67. Prior to the approval of the final development agreement, a schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.
68. Prior to final map approval, a letter of approval for the water rights serving this proposal must be submitted from the Division of Water Resources. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource to the satisfaction of the Utility Division.
69. The developer shall provide adequate assurance that the sewage, water and drainage systems will be satisfactorily maintained and operated
70. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters.
71. Water quality results from a State certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
72. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits.

73. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling.
74. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval. The water source shall meet both primary and secondary standards of the Safe Drinking Water Act.
75. The tentative maps shall show the maintenance roads for the existing and proposed water tanks. The location of these roads shall be mutually agreeable to Washoe County and the developer.
76. The developer shall provide access to the existing monitoring wells to the satisfaction of the Utility Division. In the event access is no longer available, the developer shall construct new wells to the satisfaction of the Utility Division.
77. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

#### WASTEWATER

78. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
79. The project shall be designed to accommodate a gravity flow sanitary sewer system within the boundaries of the subdivision. Such design shall be to the satisfaction of the Utility Division.
80. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.
81. All minor infrastructure for potable water distribution shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infra-

structure design can be accomplished prior to the approval of the final map.

82. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
83. The sanitary sewer collection system and water system facilities must be offered for dedication to Washoe County.
84. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
85. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance to the satisfaction of the Utility Division.
86. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development.
87. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance.
88. Easements for all water and sewer utilities shall be offered for dedication to the satisfaction of the Utility Division.

#### GRADING

89. The development shall comply with the requirements of the Hillside Development Ordinance, as applicable.

#### SCHOOLS

90. Should the proposed "off-stream" location for the flood detention facility proposed in the 1990 Kennedy/Jenks report not be dedicated for this purpose, a minimum ten acre site for an elementary school and a minimum 25 acre site for a middle school shall be offered for dedication.

If the "off-stream" flood control facility is dedicated to Washoe County, a 10 acre site for the elementary school shall be offered for dedication.

If the area for the "off-stream" facility is dedicated, but the County has not complied with Condition No. 51, the use for the area shall revert back to a school site and/or a park site (if requested by Washoe County) as proposed by the developer. If a school or park site is not requested by Washoe County, this area shall remain as an open space buffer.

#### FIRE PROTECTION

91. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the introduction of any combustible materials to the site.
92. A minimum one-acre site shall be offered for dedication, if requested by the applicable fire protection agency, for a fire station. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements.

#### PARKS/RECREATION/OPEN SPACE

93. Prior to the approval of the final development agreement, an open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed, phasing of open space dedication, phasing of trail construction and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowner's association and provisions be made for perpetual funding for maintenance.

Prior to approval of the final development agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres.

94. The final development agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County.
95. Unless the off-stream site is dedicated to the County, a minimum 10-acre public park site shall be offered for dedication to the

County. A sketch plan has been submitted, which if conceptually approved by the County, should be included in the final development agreement. The final park design shall be mutually agreeable to the County and the developer. The developer will construct the recreational facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.

96. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

#### LANDSCAPING/ARCHITECTURAL DESIGN

97. Prior to the approval of the final development agreement, the developer shall submit schematic landscaping and architectural design guidelines of the entire project to the Design Review Committee (DRC) for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition No. 18C.

98. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs.
99. Homes located on 12,000 square foot lots shall have a minimum 160 square foot storage space added in their garages, if only one garage space is provided.
100. A minimum 25 foot landscape buffer shall be installed between the homes and the collector and secondary loop streets. The homeowners association shall be required to perpetually maintain these areas.

#### OTHER

101. Prior to acceptance of the first final map, the telephone easement Doc. No. 415899, which runs through the middle of many lots, shall be realigned with appropriate abandonment and relocation easements, or the proposed lots realigned, to the satisfaction of the County Engineer.

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TENTATIVE MAP CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.  
  
If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.  
  
The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.
4. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.
5. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.

6. The roadway structural sections for the proposed 80 foot public right-of-way shall have as a minimum 5 inches of asphalt on 8 inches of aggregate base. A final geotechnical report must be prepared, however, prior to final map approval to determine if additional structural capacity above the minimum is required. On-site construction haul route traffic and school traffic is to be considered in the pavement analysis. The proposed on-site private road right-of-way widths are acceptable as shown for the tentative map of Phase 1.
7. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - C. Private -50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.

- E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot asphalt meandering one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
- F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 1/2 foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
- G. Public - 100 ROW major arterial street (more than 10,830 ADT).
8. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater, to the satisfaction of the County Engineer. Where possible, crossings should be below the grade of public streets.
9. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.
10. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.
11. Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

NOTE

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.



12. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
13. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.
14. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

#### AIR QUALITY MANAGEMENT

15. Prior to the approval of the final development agreement, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

#### DRAINAGE

16. Detention/retention facilities are to be maintained by a homeowner's association and perpetually funded unless the County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County.

The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.

17. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
  - A. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the

Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.

- B. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within five (5) years of the approval of the final development agreement. If construction is not started within by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - C. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - D. If the detention basin is constructed, the property shall be dedicated to Washoe County.
18. The increase in development-caused runoff from the 100 year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained On-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company, to the satisfaction of the County Engineer.
19. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.
20. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building Code Section 7011 amended.
21. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable by Washoe County and the developer. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation.
22. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100 year flows and lined, to the satisfaction of the County Engineer.

#### WASTEWATER

23. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.

PARKS AND RECREATION

24. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

LANDSCAPING

25. A minimum 25 foot landscape buffer shall be installed between the homes and the collector and secondary loop streets. The homeowners association shall be required to perpetually maintain these areas.

OTHER

26. All new utilities shall be placed underground to the satisfaction of the County Engineer.

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FINAL MAP CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE

ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES SHALL BE PROVIDED IN AN APPROPRIATE FORM AND AMOUNT, TO THE SATISFACTION OF THE PUBLIC WORKS DEPARTMENT PRIOR TO RECORDATION OF THE FINAL MAP, UNLESS OTHERWISE STATED.

PRIOR TO FILING A FINAL MAP FOR RECORDATION, THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEVELOPMENT REVIEW STAFF AT LEAST FOUR (4) WEEKS BEFORE THE ANTICIPATED RECORDATION DATE TO REVIEW REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL.

A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP, WHICH PERMITS THE ADDITION, DELETION, OR AMENDMENT OF CONDITIONS, MUST BE SUBMITTED TO THE DEVELOPMENT REVIEW STAFF AT LEAST 60 DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP; SAID EXPIRATION BEING ONE YEAR FROM THE DATE OF THE BOARD OF COUNTY COMMISSIONERS APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP.

GENERAL CONDITIONS

1. Unless specifically stated in the final development agreement, final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map or any subsequent extension date.
2. 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. All documentation necessary to satisfy the conditions noted

below shall accompany the final map when submitted to the Engineering Division and the development review staff.

3. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's office and the development review staff. 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 property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement of the following items, at a minimum:

- a. Private roads within the subdivision.
- b. Equestrian center.
- c. Staffing of maintenance and security forces.
- d. Common area landscaping.
- e. Entrance gates.
- f. Snow removal and storage areas.
- g. Landscaping along streets.
- h. Fire and fuelbreaks on open space.
- i. Detention basins and the accumulated sediment.
- j. Equestrian/pedestrian trails.
- k. Bicycle and pedestrian paths.
- l. Private streets and utilities.
- m. Golf cart crossings.
- n. Off-site residential parking areas.
- o. Public park center.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
  - b. Specifications on the limitation of turf area for single family dwellings.
  - c. Notice of requirement to pay future sewer user fees
  - d. Minimum defensible space requirements.
  - e. Snow storage areas.
  - f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Requirement of open space remaining open to pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
4. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.

5. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.
6. A note shall be placed on all 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 Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology, 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.

7. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada, when field conditions mandate construction other than that shown in the original drawing.
8. The final map shall designate faults, by distance and bearings, that have been active during the Holocene epoch of geological time and shall contain the following note to the satisfaction of the development review staff:

NOTE

No habitable structures shall be located on a fault that has been active during the Holocene epoch of geological time. The faults have been located by Civil Engineer Registered in Nevada and experienced in Geotechnical Engineering and field surveyed by a Nevada Registered Land Surveyor.

9. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization, mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.

10. All soil boring logs must be included as part of the construction drawings to the satisfaction of the County Engineer.
11. All new utilities shall be placed underground to the satisfaction of the County Engineer.
12. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
13. The Washoe County Planning Commission certificate on the final map shall be to the satisfaction of the County Engineer and the Department of Development Review.

#### TRAFFIC

14. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a

haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

Enforcement of the approved construction haul routes shall be the responsibility of the applicant and the County Engineer. Failure of construction vehicles to follow approved roads, will result in cessation of building permits and/or certificate-of-occupancies.

15. Prior to approval of the final development agreement, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded.
16. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.
17. The roadway structural sections for the proposed 80 foot public right-of-way shall have as a minimum 5 inches of asphalt on 8 inches of aggregate base. However, a final geotechnical report must be prepared prior to final map approval to determine if additional structural capacity above the minimum is required. On-site construction haul route traffic and school traffic is to be considered in the pavement analysis. The proposed on-site private road right-of-way widths are acceptable as shown for the tentative map of Phase 1. Public right-of-way will not be evaluated until the recommended transportation study is completed.
18. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
19. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum

four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.

- B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- C. Private -50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.
- E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
- F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 <sup>1</sup>/<sub>2</sub> foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
- G. Public - 100 ROW major arterial street (more than 10,830 ADT).



20. Medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer. Maintenance of median landscaping shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
21. Meandering asphalt paths are acceptable provided pedestrian easements are included in portions of the paths located outside the County right-of-way. Landscaping between the back of the curb and the paths shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer. Maintenance of median landscaping and pedestrian paths shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
22. Proposed roadways (public or private) are not to be centered along fault lines. Faultlines shall be located behind the curbline, on the up-thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback, excluding construction for buildings for human occupancy, may be reduced to the satisfaction of the County Engineer.
23. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded.
24. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement, to the satisfaction of the County Engineer.
25. Temporary County Standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street, to the satisfaction of the County Engineer.
26. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs serving ten or more lots to the satisfaction of the County Engineer. These roads shall have a 30-foot access easement with a minimum 20-foot width of 6 inches of Type 2 Class B aggregate base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.
27. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. The emergency access road shall be constructed within a 30 foot access easement to a minimum 20 foot width with 4 inches of Type 2 Class B aggregate base.

28. Street lights shall be installed at major intersections to the satisfaction of the County Engineer.
29. Unless specifically stated in the final development agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer.
30. The minimum pavement structural section shall be 4 inches of asphalt over 6 inches of granular base for roadways (public and private) with a right-of-way of 60 feet in width and shall be 3 inches of asphalt over 6 inches of granular base for roadways with a right-of-way of 50 feet in width to the satisfaction of the County Engineer.
31. The applicant shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required.
32. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.
33. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.
34. Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

NOTE

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact

fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.

35. Project streets that are designed with security gates at points intersecting shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
36. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.

#### DRAINAGE

37. Prior to recordation of any portion of the subdivision, a final, detailed hydrology/hydraulic report for that phase, prepared by a registered engineer, shall be submitted to the County Engineer for approval. The report shall include the locations, points of entry and discharge, flow rates and flood limits of all 10 and 100 year storm flows impacting both the site and off-site areas and the methods for handling those flows. The report shall include all storm drain pipe and ditch sizing calculations and a discussion of and mitigation measures for any impacts on existing off-site drainage facilities and properties.
38. Prior to recordation of any final map, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.
39. The 100-year floodplain boundaries and flood elevations shall appear on each final map to the satisfaction of the County Engineer. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map to the satisfaction of the County Engineer. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted

or until conformance with Washoe County flood construction standards is determined by the County Engineer.

40. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the District Health Department and the County Engineer.
41. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.

#### WATER

42. Prior to the approval of a final map by the District Health Department, the production wells that will serve any phase of this development must be constructed, pump tested and sampled to ensure the proposed water system has sufficient quality and quantity.
43. Before approval of the final map will be considered; a letter from the water purveyor committing adequate water service to this proposal must be submitted District Health Department.
44. Prior to final map approval, a letter of approval for the water rights serving this proposal must be submitted from the Division of Water Resources. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource to the satisfaction of the Utility Division.
45. The developer shall provide adequate assurance that the sewage, water and drainage systems will be satisfactorily maintained and operated.
46. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, no grading permit shall be issued prior to District Health Department approval of the referenced final map. This condition does not apply to the construction of production wells required in condition Number 48.

The applicant may seek relief from the District Board of Health for this requirement or may choose to create a separate parcel for the first 18-hole golf course.

47. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters.
48. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior issuance of any building permits.

49. A letter, which can be a will-serve letter, from the appropriate provider committing water service must be submitted to the District Health Department and Utility Division. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.
50. The final map shall contain the following note to the satisfaction of the development review staff:

NOTE

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by resolution of the Board of County Commissioners.

51. The developer shall provide access to the existing monitoring wells to the satisfaction of the Utility Division. In the event access is no longer available, the developer shall construct new wells to the satisfaction of the Utility Division.
52. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

WASTEWATER

53. Proper easements shall be shown for off-site sewage and drainage systems to the satisfaction of the Utility Division and the County Engineer.
54. The Nevada Division of Environmental Protection must submit a letter to the District Health Department certifying their approval of the final map.
55. All minor infrastructure for sewer collection shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division.
56. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.

57. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.
58. All hookup fees for the area within the final map will be paid to the satisfaction of the Utility Division.
59. The developer shall deposit with the Utility Division the sum of \$50.00 per lot prior to recordation of all or part of the final map. This fee shall represent the development's prorated share of the completed water and wastewater facilities plan for the south Truckee Meadows.
60. Prior to final map approval, a letter, which can be a will-serve letter, from the Utility Division committing sewer service, must be submitted to the District Health Department. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.
61. All minor infrastructure for potable water distribution shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.
62. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development.

#### GRADING

63. Prior to approval of the first final map, an erosion control/soil stabilization plan and grading plan shall be approved by the Washoe-Storey Conservation District. A copy of the approval shall be submitted to the District Health Department, Department of Development Review and Washoe County Engineer.

#### LANDSCAPING

64. Detailed landscaping and irrigation plans for the village commercial center, club house, golf courses, golf driving range and equestrian center shall be submitted prior to the issuance of a building permit for the particular use.

\* \* \* \* \*

SPECIAL USE PERMIT APPLICATION CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
4. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
5. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
6. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT):  
minimum 22 foot pavement width; curb and gutter or County Engi-

neer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.

- B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- C. Private -50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.
- E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
- F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 <sup>1</sup>/<sub>2</sub> foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.



G. Public - 100 ROW major arterial street (more than 10,830 ADT).

DRAINAGE

7. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.
8. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.
9. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building Code Section 7011 amended.
10. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation.

\* \* \* \* \*

SPECIAL USE PERMIT CONSTRUCTION CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINT

GENERAL CONDITIONS

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of

compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.

3. A note shall be placed on all 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 Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology, 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.

4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada, when field conditions mandate construction other than that shown in the original drawing.
5. The final map shall designate faults that have been active during the Holocene epoch of geological time and shall contain the following note to the satisfaction of the development review staff:

NOTE

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

6. All new utilities shall be placed underground to the satisfaction of the County Engineer.

TRAFFIC

7. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed

Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

Enforcement of the approved construction haul routes shall be the responsibility of the applicant and the County Engineer. Failure of construction vehicles to follow approved roads, will result in cessation of building permits and/or certificate-of-occupancies.

8. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.
9. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.

#### DRAINAGE

10. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the District Health Department and the County Engineer.

GRADING

11. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.

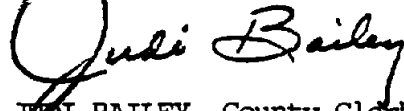
WATER

12. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

LANDSCAPING

13. Detailed landscaping and irrigation plans for the village commercial center, club house, golf courses, golf driving range and equestrian center shall be submitted prior to the issuance of a building permit for the particular use.

Very truly yours,



JUDI BAILEY, County Clerk  
and Clerk of the Board of  
Washoe County Commissioners

slg

cc: Assessor, Building, Engineering, Public Works, Utility  
Brita Tryggvi, CFA, Inc., 1150 Corporate Blvd, Reno, NV 89502  
Jerry Smith, Redfield Land Company, 1755 East Plumb Lane #212, Reno,  
NV 89502

## BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA

TUESDAY

5:15 P.M.

FEBRUARY 8, 1994

PRESENT:

Dianne Cornwall, Chairman  
Jim Shaw, Vice Chairman  
Larry Beck, Commissioner  
Steve Bradhurst, Commissioner  
Gene McDowell, Commissioner

Judi Bailey, County Clerk  
John MacIntyre, County Manager  
Maureen Griswold, Legal Counsel

The Board met in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 E. Ninth Street, Reno, Nevada. Following the pledge of allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

AGENDA

In accordance with the Open Meeting Law, on motion by Commissioner Beck, seconded by Commissioner McDowell, which motion duly carried, Chairman Cornwall ordered that the agenda for the February 8, 1994, meeting be approved.

MINUTES

On motion by Commissioner McDowell, seconded by Commissioner Beck, which motion duly carried, Chairman Cornwall ordered that the minutes of the regular meeting of January 11, 1994, be approved.

PUBLIC COMMENTS

The comments of the individuals who spoke, Frank Partlow regarding the Truckee Meadows Project and David Farside regarding the letter to Senator Reid, are included under the particular agenda items they were addressing.

94-63

AUTHORIZATION TO ADVERTISE FOR BIDS - BARTLEY RANCH  
INTERPRETIVE/MEETING CENTER BUILDING - PARKS/PUBLIC WORKS

Upon recommendation of Gene Sullivan, Parks and Recreation Director, on motion by Commissioner McDowell, seconded by Commissioner Beck, which motion duly carried, Chairman Cornwall ordered that the Public Works Department be authorized to advertise for bids for the Bartley Ranch Interpretive/Meeting Center building.

It was noted that the architect's estimate for construction is \$285,000 and that the funds will be expended out of Bond Account 90051-7878.

94-64 AWARD OF BID - SOUTH VALLEY REGIONAL SPORTS COMPLEX, PHASE I - PUBLIC WORKS/PARKS

This was the time set to consider award of bid, Notice to Contractors for receipt of sealed proposals having been published in the Reno Gazette-Journal on January 12 and 19, 1994, for construction of the South Valleys Regional Sports Complex, Phase I, (grading and utilities) on behalf of the Public Works Department. Proof was made that due and legal Notice had been given.

Following is a summary of the bids received:

Huntington Bros	\$251,278.00
WES Construction	349,883.00
Burdick Excavating	372,804.25
Bertagnolli & Assoc.	378,463.75
Interstate Utility Constructors	407,457.75
B & B Concrete Construction	429,800.00
Sierra Nevada Construction	437,473.00
Joy Engineering	446,515.00

Upon recommendation of Craig McConnell, Public Works Director, on motion by Commissioner McDowell, seconded by Commissioner Beck, which motion duly carried, it was ordered that the bid for construction of the South Valleys Regional Sports Complex, Phase I-Grading and Utilities, be awarded to the low bidder, Huntington Bros., in the amount of \$251,278.00 for the base bid and that Chairman Cornwall be authorized to execute the contractual documents on presentation.

94-65 SPECIAL USE PERMIT CASE NO. SPB12-37-92 - LOUIS DAMONTE/PIONEER HILLS MINI STORAGE - AGREEMENT

Upon recommendation of the Department of Development Review staff, on motion by Commissioner Beck, seconded by Commissioner Bradhurst, which motion duly carried, it was ordered that an agreement between the County and Louis G. Damonte, Cynthia Damonte and Benjamin J. Damonte, Jr., regarding fulfillment of a condition of approval of Special Use Permit Case No. SPB12-37-92 concerning the limitations placed on the retention and addition of billboards on property located at 13199 South Virginia Street, Reno, Nevada, be approved and Chairman Cornwall be authorized to execute.

94-66 AGREEMENT - NEVADA OCCUPATION HEALTH PLAN - WORKER'S COMPENSATION PROGRAM - RISK MANAGEMENT

Upon recommendation of Ray Sibley, Risk Manager, on motion by Commissioner Beck, seconded by Commissioner Bradhurst, which motion duly carried, it was ordered that an agreement between Washoe County and Nevada Occupation Health Plan concerning managed care services for the County's

Workers' Compensation Program be approved and that the Risk Manager be authorized to execute the agreement on behalf of Washoe County.

It was noted that the cost of the program will be approximately \$25,500 per year based on the County's claims experience and that this is a five-year contract with the fee being negotiated annually. It was also noted that the selection process was done in conjunction with the Washoe County School District, the City of Reno, and the City of Sparks, which not only saved staff time and resources for all the entities, but also resulted in achieving a better price for the services.

94-67      PURCHASE AND SALE AGREEMENT - ROBERT G. JONES - TRUCKEE RIVER PROPERTY - PARKS

Upon recommendation of Gene Sullivan, Director, Parks and Recreation, on motion by Commissioner Beck, seconded by Commissioner Bradhurst, which motion duly carried, it was ordered that the Agreement of Purchase and Sale between Washoe County and Robert G. Jones concerning a 6.5-acre parcel of Truckee River property be approved contingent upon the approval of other funding sources, i.e., grants from Land and Water Conservation Funds (L.W.C.F.), the City of Reno, and the Nevada Department of Wildlife. It was further ordered that Chairman Cornwall be authorized to execute the agreement; and that the expenditure of \$210,000 in Park Construction Tax funds be authorized.

94-68      AUTHORIZATION FOR PARKS DEPT. TO PREPARE AGREEMENT - ACQUISITION OF CAMP WE-CHE-ME - CAMPFIRE BOYS AND GIRLS, INC.

Pursuant to discussion at Caucus, County Manager John MacIntyre stated that Children's Cabinet has expressed an interest in participating with the County in this program; and that there may be an opportunity for a partnership between the County and Children's Cabinet with respect to the Campfire Boys and Girls facility, Camp We-Che-Me, located within Galena Creek Park.

Sheila Leslie, Children's Cabinet, stated that they feel this is an ideal public-private partnership; that they would like to see the facility preserved for the use of Washoe County; and that they are eager to work with the County on this project. Warren Goddard, representing the Campfire Boys and Girls, Inc., urged the Board to proceed and stated that their organization will help in any way they can.

Upon recommendation of Gene Sullivan, Parks and Recreation Director, on motion by Commissioner McDowell, seconded by Commissioner Bradhurst, which motion duly carried, Chairman Cornwall ordered that the Parks Department be authorized to prepare an agreement, for subsequent Board approval, for the acquisition of 40 acres known as Camp We-Che-Me owned by Campfire Boys and Girls, Inc., and located within Galena Creek Park for \$150,000; that the Parks Department be authorized to begin the Notice and Sale process to sell the 101 acres east of the Mt. Rose Highway as indicated in the Galena Creek Master Plan to finance the acquisition and initial renovation of the Campfire Camp; and that negotiations be commenced with Children's Cabinet for joint participation in this project.

94-69

DEED OF DEDICATION - PORTION OF EIGHTH AVENUE, SUN VALLEY - JOSEPH E. AND JOSEPH L. IVESON (PORTION OF APN 085-431-19)

Upon recommendation of James Gale, Senior Property Agent, through Craig McConnell, Public Works Director, on motion by Commissioner Bradhurst, seconded by Commissioner Shaw, which motion duly carried, it was ordered that a Deed of Dedication from Joseph E. and Joseph L. Iveson, offering for dedication a portion of Eighth Avenue in Sun Valley, be approved and Chairman Cornwall be authorized to execute on behalf of Washoe County.

94-70

RIGHT-OF-WAY APPLICATION - BUREAU OF LAND MANAGEMENT - GERLACH TRANSFER STATION

Upon recommendation of Robert Mays, Road Superintendent, through Craig McConnell, Public Works Director, on motion by Commissioner Bradhurst, seconded by Commissioner Shaw, which motion duly carried, it was ordered that an application requesting a right-of-way grant from the Bureau of Land Management for a roadway easement for the Gerlach Transfer Station be approved and Chairman Cornwall be authorized to execute.

94-71

TRAVEL

On motion by Commissioner McDowell, seconded by Commissioner Beck, which motion duly carried, Chairman Cornwall ordered that the following travel requests and advancement of travel funds be approved:

<u>Name</u>	<u>Department</u>	<u>Destination</u>	<u>Date</u>	<u>Amount</u>
R. Snyder	Sheriff	Santa Clara, CA	4/06/94 4/10/94	\$ 60.50
H. Tapia	Juvenile Probation	Chicago, IL	2/18/94 2/22/94	209.00
R. Walker	Juvenile Probation	Chicago, IL	2/18/94 2/22/94	209.00

94-72

APPROVAL OF RECRUITMENT TRAVEL - LAW LIBRARY

Upon recommendation of Brian Mirch, Finance Division, on motion by Commissioner McDowell, seconded by Commissioner Beck, which motion duly carried, Chairman Cornwall ordered that the Law Library be given approval to use present appropriations to fund employee recruitment travel for an upcoming vacant position.

94-73

CORRECTION OF FACTUAL ERRORS ON TAX BILLS ALREADY MAILED - 1993 SECURED ROLL AND 1993/94 UNSECURED ROLL

Upon recommendation of Jean Tacchino, Assistant Chief Deputy Assessor, on motion by Commissioner McDowell, seconded by Commissioner Bradhurst, which motion duly carried, Chairman Cornwall ordered that Roll Change Requests (RCR) Nos. 445 through 447, correcting factual errors on



tax bills already mailed for the 1993 Secured Roll and 1993/94 Unsecured Roll be approved for the reasons indicated on the RCR form and mailed to the property owners, a copy of which is on file in the Clerk's office.

94-74      RESOLUTION - NOTICE OF INTENTION TO SELL TAX DELINQUENT LANDS -  
TREASURER

Upon recommendation James Gale, Senior Property Agent, through Craig McConnell, Public Works Director, on motion by Commissioner McDowell, seconded by Commissioner Bradhurst, which motion duly carried, it was ordered that the following Resolution, directing the Washoe County Treasurer to give notice of intention to sell to the Airport Authority of Washoe County the tax delinquent parcel, APN 089-110-25, be adopted and that Chairman Cornwall be authorized to execute on behalf of Washoe County:

RESOLUTION      Of the Board of County Commissioners of the County of Washoe, Nevada, pertaining to disposition of a tax delinquent parcel of real property.

WHEREAS, pursuant to NRS 361.603, local governments are permitted to acquire tax delinquent properties held in trust by the Treasurer of their county by virtue of a deed made pursuant to the provisions of Chapter 361 of NRS; and

WHEREAS, the property described herein, being tax delinquent, is held in trust by the Washoe County Treasurer, by virtue of deed made pursuant to Chapter 361 of NRS; and

WHEREAS, the Board of County Commissioners of Washoe County hereby determines that the public interest will best be served by the sale of this property to a governmental unit.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY as follows:

1. The Washoe County Treasurer is hereby directed to give notice of intention to sell tax delinquent property described as APN 089-110-25 to the last known owner or owners of said property, or their heirs or devisees, in the manner provided by law.

2. If the owner or owners of APN 089-110-25 or their heirs or devisees, fail to redeem the property within the time allowed by law, the Washoe County Treasurer shall transfer ownership of said property to the Airport Authority of Washoe County in a manner prescribed by law.

94-75      REAPPOINTMENTS - SOCIAL SERVICES ADVISORY BOARD

Upon recommendation of May Shelton, Director, Social Services Department, on motion by Commissioner Bradhurst, seconded by Commissioner Beck, which motion duly carried, Chairman Cornwall ordered that the reappointments of Irma Cristina Bjerre, Phyllis Kaiser and Ron Sousa to the Social Services Advisory Board for two-year terms expiring February 25,

1996, be ratified. It was noted that this action supersedes the action taken by the Board on January 18, 1994, Item No. 94-48.

94-76 APPOINTMENTS - MT. ROSE/GEIGER GRADE CITIZEN ADVISORY BOARD

On motion by Chairman Cornwall, seconded by Commissioner Beck, which motion duly carried, it was ordered that F. Dwight Blevins be appointed to fill the Steamboat position on the Mt. Rose/Geiger Grade Citizen Advisory Board with a term expiring June 30, 1995. It was further ordered that Howard Dodge be appointed as alternate for the Toll Road position and Milus Scruggs be appointed as alternate for the Hidden Valley Homeowners position.

94-77 RESOLUTION AND APPOINTMENTS - SOUTHWEST TRUCKEE MEADOWS CITIZEN ADVISORY BOARD

On motion by Chairman Cornwall, seconded by Commissioner Beck, which motion duly carried, it was ordered that the following Resolution, changing the structure of the Southwest Truckee Meadows Citizen Advisory Board, be adopted and duly executed:

R E S O L U T I O N

WHEREAS, the Southwest Truckee Meadows Citizen Advisory Board has requested the positions for the Del Monte, Dryden, Mt. Rose Highway and Thomas Creek areas be changed to At-Large positions; and

WHEREAS, the Advisory Board will now consist of nine members, one each for the Lakeside/Holcomb, Mt. Rose Seat, South Hills, Windy Hill/Frost Ranch and Zolezzi/Spring Valley/Westridge areas and four At-Large; now, therefore, be it

RESOLVED, BY THE BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA, that the Southwest Truckee Meadows Citizen Advisory Board shall be structured as described above.

\* \* \* \* \*

It was further ordered that Stephen Topogna and Teri Seher be appointed to the Southwest Truckee Meadows Citizen Advisory Board as At-Large representatives with terms expiring June 30, 1995.

94-78 REFUND OF APPLICATION FEE - THOMAS AND LILLIAN LUGASKI - SPECIAL USE PERMIT CASE NO. SPB9-24-93 & VARIANCE CASE NO. V9-48-93

Upon recommendation of Development Review staff, on motion by Commissioner McDowell, seconded by Commissioner Beck, which motion duly carried, Chairman Cornwall ordered that a \$200 refund be granted to Thomas and Lillian Lugaski, representing one-half of the application fees paid by them for a Special Use Permit (SPB9-24-93) and a Variance (V9-48-93) that were subsequently withdrawn.

PYRAMID RANCH ESTATES SUBDIVISION UNIT 5C (5 LOTS) - RESOLUTION FOR ACCEPTING STREETS - RELEASE OF FINANCIAL GUARANTEE

Upon recommendation of David Price, County Engineer, through Craig McConnell, Public Works Director, on motion by Commissioner Beck, seconded by Commissioner Bradhurst, which motion duly carried, it was ordered that the following Resolution be adopted and Chairman Cornwall be authorized to execute on behalf of Washoe County:

RESOLUTION FOR ACCEPTING STREETS

PYRAMID RANCH ESTATES, UNIT 5C SUBDIVISION, TRACT MAP NO. 2939, DOCUMENT NO. 1678053, RECORDED MAY 28, 1993.

WHEREAS, it is a function of the County of Washoe to operate and maintain public roads; and

WHEREAS, certain streets, or portions thereof, were offered for dedication by Tract Map No. 2939, Document No. 1678053, recorded on May 28, 1993; and

WHEREAS, said offer of dedication was rejected by the Board of County Commissioners because said roads were not improved to County standards; and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved but the associated streets are rejected, the offer of dedication shall be deemed to remain open and the governing body may, by resolution at any later date and without further action by the subdivider, rescind its action and accept and open the streets for public use; and

WHEREAS, portions of said streets have recently been constructed and now meet current County standards; and

WHEREAS, said streets are necessary for public access; and

WHEREAS, the Board of Washoe County Commissioners find that it is in the best interest of the public to accept said streets.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of the County of Washoe, pursuant to the authority of NRS 278.390, that the streets shown on Tract Map No. 2939 are hereby accepted and the Department of Public Works is directed to open the roads for public use and maintenance.

BE IT FURTHER RESOLVED and hereby ordered that the Clerk of Washoe County shall record this Resolution in the Office of the Washoe County Recorder.

\* \* \* \* \*

It was further ordered that Comstock Bank's Letter of Credit No. 0590, in the amount of \$71,400, be released. It was noted that approxi-

mately .06 mile will be added to the County system by this action and that the project is located west of the Pyramid Lake Highway and adjacent to Egyptian Drive.

94-80 WATER RIGHTS APPLICATIONS - RED ROCK BASIN - DONALD J. LEVERETT AND DAN WILLIAMS

Pursuant to a question at Caucus regarding the amount of unappropriated water in the Red Rock Basin, County Manager John MacIntyre advised that he believes the figure developed by John Collins, Chief Sanitary Engineer, is 102 acre-feet.

Upon recommendation of John Collins, Chief Sanitary Engineer, through Craig McConnell, Public Works Director, on motion by Commissioner Bradhurst, seconded by Commissioner McDowell, which motion duly carried, it was ordered that a Letter of Subordination of Washoe County's position under application 50193 be approved; that Chairman Cornwall be authorized to sign the letter; and that the Chief Sanitary Engineer be directed to send the letter to the State Engineer.

94-81 APPROPRIATION TRANSFERS - FINANCE DIVISION

Upon recommendation of Jerry McKnight, Budget Coordinator, on motion by Commissioner Bradhurst, seconded by Commissioner Beck, which motion duly carried, Chairman Cornwall ordered that the following transfers of appropriations be approved:

<u>DECREASE</u>		<u>INCREASE</u>	
<u>Account</u>	<u>Amount</u>	<u>Account</u>	<u>Amount</u>
001-1253-7181	\$20,000	001-1081-7001	\$37,800
001-1061-7181	22,800	001-1253-7105	5,000
019-1953-7497	<u>36,000</u>	019-1952-7497	<u>36,000</u>
	\$78,800		\$78,800

94-82 ACCEPTANCE OF DONATION - NEVADA YOUTH FOUNDATION - JUVENILE PROBATION

Upon recommendation of Brian Mirch, Finance Division, on motion by Commissioner Bradhurst, seconded by Commissioner Beck, which motion duly carried, Chairman Cornwall ordered that a donation from the Nevada Youth Foundation in the amount of \$60,000 be gratefully accepted and that the Comptroller be directed to make the following account entries:

<u>Increase</u>		<u>Increase</u>	
<u>Account</u>	<u>Amount</u>	<u>Account</u>	<u>Amount</u>
001-12721G-5802	\$60,000	001-12721G-7002	\$17,000
		-7103	25,000
		-7213	8,000
		-7266	4,500
		-7279	<u>5,500</u>
	<u>\$60,000</u>		\$60,000

94-83

AUTHORIZATION TO REIMBURSE CONTRACT PHYSICIAN FOR COUNTY  
RELATED TRAVEL - HEALTH DEPARTMENT

Chairman Cornwall abstained from discussion and voting on this item. Upon recommendation of Dave Rice, District Health Officer, on motion by Commissioner Bradhurst, seconded by Commissioner Beck, which motion duly carried, it was ordered that Stephen Zell, M.D., contract physician for the District Health Department, be reimbursed \$697.60 for travel costs while attending the "Clinical Care of the AIDS Patient" conference at the University of California, San Francisco, on December 12, through 15, 1993.

94-84

NEW COURTS COMPLEX PROJECT PHASE I - FINANCING PLAN - "1994  
SHORT-TERM BONDS GOBC REQUEST AND PUBLIC HEARING" RESOLUTION

Upon recommendation of Jerry McKnight, Budget Coordinator, on motion by Commissioner Beck, seconded by Commissioner Shaw, which motion duly carried, it was ordered that Finance Division staff, in conjunction with the County's financial consultants and bond counsel, be authorized to prepare the necessary documents to accomplish a partial refunding of the 1992 Capital Facilities Tax supported bonds and issue a 1994 Capital Facilities Tax Bond in an amount not to exceed \$7,000,000; and that the following resolution, calling for the General Obligation Bond Commission (GOBC) to convene to consider the proposed short-term financing bond issue and noticing the public hearing, be adopted and Chairman Cornwall be authorized to execute on behalf of Washoe County:

RESOLUTION

A RESOLUTION CONCERNING SHORT-TERM FINANCING; DIRECTING THE COUNTY CLERK TO NOTIFY THE WASHOE COUNTY GENERAL OBLIGATION BOND COMMISSION OF THE COUNTY'S PROPOSAL TO ISSUE GENERAL OBLIGATION SHORT-TERM BONDS; DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO AUTHORIZE SHORT-TERM FINANCING UNDER CHAPTER 354 OF NEVADA REVISED STATUTES; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the Board of County Commissioners of Washoe County, Nevada, (the "Board," "County," and "State," respectively) proposes to issue short-term bonds of the County under Chapters 350 and 354 of Nevada Revised Statutes ("NRS"), bearing interest at a rate or rates which do not exceed by more than 3% the "Index of Twenty Bonds" most recently published in The Bond Buyer before bids are received for such short-term financing or a negotiated offer is accepted, and maturing within 10 years of the date of issuance thereof, in order to pay all or a portion of the cost of acquiring, constructing, improving and equipping public buildings within the County, including, but not limited to, courthouse facilities, and refunding certain of the County's outstanding General Obligation (Limited Tax) Various Purpose Bonds, Series March 1, 1992A (the "Project"); and

WHEREAS, the Board has determined and hereby determines that legally available funds of the County will at least equal the amount required in each year for the payment of interest and principal on such short-term bonds; and

WHEREAS, the County pursuant to § 350.005 (subject to the approval of the proposal to issue general obligation short-term bonds by the Washoe County General Obligation Bond Commission) and § 354.618, proposes to publish a notice of its intention to act upon a resolution authorizing short-term financing to issue the short-term bonds; and

WHEREAS, the Board proposes to incur this general obligation short-term bonds after adoption of an authorization resolution at a public hearing held at least 10 days after publication of a notice of its intent to act, and upon approval of the Washoe County General Obligation Bond Commission and the Executive Director of the State Department of Taxation of the following proposal:

GENERAL OBLIGATION (LIMITED TAX) SHORT-TERM BONDS  
PROPOSAL:

Shall the Board of County Commissioners (the "Board") be authorized to issue negotiable general obligation (Limited tax) short-term bonds in one series or more, in an aggregate principal amount of not exceeding \$7,000,000 to defray wholly or in part the cost of acquiring, constructing, improving and equipping public buildings within the County, including, but not limited to, courthouse facilities, and refunding certain of the County's outstanding General Obligation (Limited Tax) Various Purpose Bonds, Series March 1, 1992A, such bonds to mature not later than ten (10) years from the date of issuance of the bonds, to be payable from general (ad valorem) taxes (except to the extent other revenues are available therefor), and to be issued and sold at, above, or below par at an effective interest rate (including any sale discount) not exceeding the statutory maximum rate, as shall be determined at the time of the sale thereof, and otherwise to be issued in such manner, upon such terms and conditions, with such covenants and agreements, and with such detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the "Proposal"); and

WHEREAS, subsection 1 of NRS § 350.004 provides, in relevant part, as follows:

"1. Before any proposal to issue general obligations or levy a special elective tax may be submitted to the electors of a municipality, or before any other formal action may be taken preliminary to the issuance of any general obligations, the proposed issuance or levy must receive the favorable vote of two-thirds of the members of the general obligation bond commission of the county in which it is situated . . . . "

and

WHEREAS, subsection 1 of NRS § 350.005 provides, in relevant part, as follows:

"1. The governing body of the municipality proposing to issue general obligations, enter into short-term financing . . . shall notify the secretary of each appropriate commission, and shall submit a statement of its proposal in sufficient number of copies for each member of the commission . . . . "

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, NEVADA:

Section 1. All action, proceedings, matters and things heretofore taken, had and done by the Board, and the officers thereof (not inconsistent with the provisions of this resolution) directed toward the issuance of the general obligation short-term bonds, be and the same hereby are ratified, approved and confirmed.

Section 2. The County Clerk be, and she hereby is, authorized and directed to notify immediately the Secretary of the Washoe County General Obligation Bond Commission of the Board's notice of and submission of a statement of the County's Proposal to issue general obligation short-term bonds, and to submit to said Secretary a certified copy of this resolution.

Section 3. The Clerk, upon approval of the Washoe County General Obligation Bond Commission of the County's Proposal, is hereby directed to publish a notice of intention to authorize short-term bonds in the appropriate form one time in the Reno Gazette-Journal, a newspaper of general circulation in the County, at least 10 days prior to the date designated for a hearing thereon.

Section 4. The Board shall meet on the date, at the time and in the place designated in such notice to conduct the hearing therein mentioned.

Section 5. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 6. If any section, paragraph, clause or other provisions of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 7. Except for Section 3 of this resolution which shall be effective upon approval of the Proposal by the Washoe County General Obligation Bond Commission, this resolution shall become effective and be in force immediately upon its adoption.

94-85 NEW COURTS COMPLEX PROJECT - PHASE I - AUTHORIZATION FOR OPTION V

Craig McConnell, Public Works Director, reviewed the history of the Washoe County Courts Complex, Phase I, stating that this has been ongoing for over four and a half years with many individuals involved; that any further delays in the project will cause major scheduling impacts and cost increases; and that the project is now at a critical decision making step. He stated that staff does believe that the needs of the users and scope of the project have been identified and that the Board has demonstrated its willingness to provide the additional resources necessary to meet those needs.

Mr. McConnell further stated that as the Board directed, staff investigated the feasibility of purchasing and renovating the U.S. Bank building at 200 South Virginia Street to convert it to a courts complex and concluded that that would not be cost effective or time responsive, which is outlined in detail in his memorandum of February 1, 1994. He stated that staff feels very strongly that renovation of another facility would be more costly than constructing the new building; that subject building is not compatible with the operation and business of courts; that the County has already invested \$7,000,000 in the other site; and that staff stands very strong on the recommendation to proceed with Option V as the most cost effective.

In response to questions of the Board, Mr. McConnell stated that renovating the bank building would probably take one additional year over constructing the new building; that earlier in the process, remodeling other buildings was considered; and that it was learned that trying to make an office building into a courthouse was very difficult.

Jim Spoo, speaking on behalf of Bill Thornton, Chairman of the Citizen Advisory Board to the Reno Redevelopment Agency, stated that there could be savings with the U.S. Bank building, but the County would not end up with the same kind of product; that there is a possible revenue source from the two extra floors; and that the issue is finding the best product for the best price. He disputed Mr. McConnell's figures citing figures developed by an architect they engaged, but did agree that the parking would be a problem and the time loss would be significant. He suggested that the Board take a little more time to review this possibility due to the potential for cost savings and revenue for the County.



Scott Jordan, Family Court Judge, speaking on behalf of the users of the new facility, urged the Board to proceed with building Option V of the new complex.

Commissioner Beck stated that extensive time and effort was spent on analyzing other buildings when the project was first started; and that none of those proved less costly than constructing a new building. He then moved that all the recommendations in Mr. McConnell's memorandum dated February 1, 1994, be approved.

Commissioner Bradhurst stated that he concurs that the County should proceed with staff's recommendation for the new facility, but stated that he disagrees with the recommendation to retain the project manager at the additional cost of \$120,000. He further stated that he believes the County should internalize the project manager function at a much lower cost. Chairman Cornwall pointed out that the recommendation to retain the project manager is through bid and award and then the scope of project manager services is to be reviewed, and that she is planning on scheduling meetings with staff and the building community to address this very issue. Mr. McConnell stated that due to the redesign to a 3-story building, it is very important to continue with the project manager until the construction bid is awarded. Commissioner Shaw also expressed concern regarding the costs of project management.

The motion was seconded by Commissioner McDowell. Commissioner Bradhurst asked if the recommendations could be voted on separately stating that he does support the first four recommendations, but not the retention of project management. Commissioner Beck was unwilling to amend his motion. Upon call for the vote, the motion carried with Commissioners Cornwall, Beck, and McDowell voting "yes" and Commissioners Bradhurst and Shaw voting "no," and Chairman Cornwall ordered that:

1. U.S. Bank Building, 200 South Virginia Street, be removed from further consideration for acquisition as an alternative to construction of the new Courts Building on the Sierra Street/Island Avenue site;

2. The Finance Division be authorized to obtain financing to implement Option V, bringing back associated items to the Board for approvals as necessary (SEE previous item No. 94-84);

3. Staff be directed to implement Option V via two separate, complete design/bid packages for: a) building shell plus core (structure and major systems), and b) interior tenant improvements (layouts for revised Option V occupancies);

4. Staff be authorized to direct ArcForm Group, Project Architect, to produce a complete design/bid package for the Option V building shell plus core at a cost not to exceed \$160,367; to negotiate the additional cost of producing the second complete design/bid package for interior tenant improvements; and prepare the corresponding amendment(s) to our "Agreement for Architectural Services," for Board approval;

5a. Retention of the Project Manager (PM), Lehrer McGovern Bovis, Inc., be authorized through the Bid and Award Phase for the shell plus core design/bid package, to be completed in May 1994, according to the current, updated project schedule, at an estimated cost of \$120,000, which includes the \$30,000 authorized by the Board on January 18, 1994, (SEE Item No. 94-38), and preparation of the associated amendment to the "Agreement for Project Management Services," for Board approval; and

5b. Staff be directed to review the scope and costs of continuing PM services beyond May 1994 for the remainder of the Bid and Award Phase for the interior tenant improvements design/bid package, and the subsequent new building Construction Phase (June 1994 through September 1995), and prepare a recommendation relative to continuation of PM services for said period.

94-86      DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 - DINGMAN INVESTMENTS  
SOUTHWEST POINTE (APN: 49-010-04, 49-010-10 AND 41-030-12

6:00 p.m. This was the time set in a Notice of Hearing published in the Reno Gazette-Journal on January 27, 1994, to consider Development Agreement Case No. DA9-1-93, a request by Dingman Investments to develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The total acreage of the project is ±3,171.6 acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR), is located in the Southwest Truckee Meadows Planning Area, and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. Proof was made that due and legal notice had been given.

Jeff Murphree, Planner, Department of Development Review, described the proposed project and stated that the purpose of a Development Agreement is to provide a mechanism for comprehensive review of a large scale development, to insure that adequate public facilities and services are provided consistent with the development, and to provide assurances that the master plan will not be changed during the course of the agreement, which in this case is 15 years. He explained the process stating that, if approved by this Board tonight, this preliminary development agreement, which is basically a conceptual plan, will be sent to the Regional Planning Commission as a project of regional significance for their review; that the applicant will then have six months to meet the conditions of approval; that it will then come back to staff for review; and that when all conditions have been met, staff will then bring the final development agreement to the Board of County Commissioners for final approval.

Mr. Murphree also reviewed the history of the subject agreement at the Planning Commission level and stated that the major outstanding issue is the traffic impacts that will be created by this development. He

stated that the primary access for this development will be via White's Creek Lane with Zolezzi Lane serving as a gated, emergency access only; that staff was concerned about the project not having two resident accesses; and that the Planning Commission felt that White's Creek Lane as proposed by the developer will meet the needs. Mr. Murphree stated that the residents in Field Creek who will be adjacent to White's Creek Lane are very concerned about this, although White's Creek Lane first appeared as a major street in the 1984 master plan; that there were some changes when the area plan was adopted in 1989; and that when Field Creek Ranch Subdivision was approved, prior to the 1989 area plan, the developer was required to dedicate a 100-foot wide corridor for a future street--White's Creek Lane. In response to Commissioner Beck, Mr. Murphree stated that White's Creek Lane will be constructed as a 4-lane road from Thomas Creek Road west into the subject property only; that from Thomas Creek Road east to Wedge Parkway it will be constructed as a 2-lane minor arterial; and that when warranted in the future, that portion will be widened to 4 lanes also, but that won't be for many years as it will not be necessary until complete buildout of all the projects in the area.

Mr. Murphree stated that the other major issue at the Planning Commission was the flood detention facilities, which has been resolved through negotiations. He then answered specific questions of the Board.

Brita Tryggvi, CFA, Inc., representing applicant, stated that the proposed development is consistent with the Southwest Truckee Meadows Area Plan for both density and the proposed roadway system; and that they propose to cluster all of the development in the center of the project thereby creating wide open space buffers, retaining the existing vegetation, and preserving the muledeer habitat. Using maps, she located wide buffers between this project and the surrounding developments, showing that approximately 1500 acres, 48 percent of the site, will be open space, which will eventually be dedicated to a public entity or a nonprofit organization such as the Washoe Parks Foundation. Ms. Tryggvi also explained how they are planning different, distinct neighborhoods separated by golf courses and common open space, some with 12,000 square foot lots, some with half-acre lots, and some with one acre lots, the two 18-hole golf courses, one of which will be constructed in the first phase, the commercial center, and the recreational facilities they are planning.

Ms. Tryggvi then discussed the developer's proposal for constructing White's Creek Lane and stated that their idea is to create a special assessment district involving all the developers who will benefit and that that would get this entire road constructed much sooner than originally proposed, which will relieve the traffic problems in Thomas Creek Estates and on Zolezzi Lane. She stated that there are some residents in Field Creek who are going to be impacted by White's Creek Lane, cited alternatives roads that have been proposed and considered, and explained the problems with each of them. Ms. Tryggvi then described the mitigation measures that can be taken to minimize the impacts to those Field Creek residents and stated that they will work with those homeowners to come up with the best possible solutions. Ms. Tryggvi then answered questions from the Board.

Chairman Cornwall opened the public hearing and called on those wishing to speak regarding the proposed project.

The following area residents spoke in support of the project and overwhelmingly supported the construction of White's Creek Lane, some of them stating that they feel it should be constructed as soon as possible to relieve traffic in their neighborhoods: Cory Kristie, Cathy Bush, Elaine Walker, Jim Lucas, Robert Archie, Randy Jackson, Robert Duvall, Wendy Foyer, Thomas Bower, Beverly Sindlinger, and Patty Beers. Ms. Walker also submitted a petition signed by many of her neighbors in support of the project; and a letter of support from Mr. Walker was placed on file with the Clerk, along with the petition.

The following residents of the Field Creek Subdivision spoke in opposition to the project and the construction of White's Creek Lane, citing how they will be adversely impacted, such as the road being too close to their homes creating noise and danger, their views being obstructed, and their property values being affected: John Gulick, Pat and Doug Powell, Bruno Menicucci, Thomas Shrake, Wayne Avery, Randy Moore, Brad Swenson, Robert Young, Lee Parker, and John Zidich. Mr. Shrake submitted a petition signed by his neighbors supporting accessing this project from the Mt. Rose Highway, which was placed on file with the Clerk.

Pat and Doug Powell, 13440 Field Creek, also explained that Mr. Powell had gone to the County Planning offices before purchasing their property trying to learn what was planned for the area and no one told them about a 4-lane road going in their backyard. Randy Moore, 13560 Field Creek also stated that he went to the County offices to view the subdivision plans, which did not even show the easement through the area.

Buck Metcalf, Washoe County Planning Commission; Bruce Arkell, formerly with the Nevada Department of Transportation; and Greg Krause, Regional Transportation Commission; each discussed the complexities involved in developing the master plan, including the transportation element therein, and urged the Commission to follow the master plan and not to change the proposed construction of White's Creek Lane.

Keith Kellison, Chairman, Southwest Truckee Meadows Citizens Advisory Board, stated that Southwest Pointe is a quality project that will benefit the entire area; that no one spoke against the project at the numerous meetings they held regarding the project; and that on behalf of the CAB he is requesting that the Board approve the project. Nick Stosic, CAB member, stated that he was also on the CAB when the master plan was adopted and urged the Board to follow the plan and approve the project as it is in conformance with the plan. Steven Walther, former CAB member stated that a line has been drawn indicating this road since February, 1983; that the plan is fragile and should be carefully followed, which this project does; and that he believes that the deer herd and wildlife habitat will be protected by all the open space that is planned.

Dick Heikka, Chief of the Galena Volunteer Fire Department, answered some of the questions that had been raised regarding emergency

access and fire protection, stating that their response time would be good, and described the numerous pieces of equipment that the Department currently has, assuring the Board that there would be adequate fire protection. He also stated that the open space planned in this project will protect the wildlife habitat and the resident muledeer in the area; and that with all the development in the area, White's Creek Lane will have to be built someday just on the basis of good planning.

Sandra Wilson, 13350 Fieldcreek, stated that the construction vehicles should use the Mt. Rose Highway; and that when White's Creek Lane is constructed, it should include walking paths and bike lanes so that it will be conducive to the rural life of the area.

Chris Spandow stated that he does not live in the project area, but does use the streets there and urged the Board to maintain the integrity of the area plan and allocate the traffic fairly to all streets.

Nancy Maddox, 4045 LaMay Lane, stated that her concern is the water; that she lives on the north end of the project; and that she and her neighbors are all on private wells and are concerned that their wells will be impacted.

There being no one else wishing to speak, Chairman Cornwall closed the public hearing. She then asked Mr. Murphree to clarify the issues of construction traffic and the approximate time when White's Creek Lane will be constructed.

Mr. Murphree stated that construction traffic will initially use Zolezzi Lane during construction of the golf course, but that that will not be in and out traffic; and that when the first building permit is issued, the construction traffic will use Mt. Rose to Thomas Creek to White's Creek. He further stated that they had planned to require construction of White's Creek Lane by the 85th residential permit, but the applicant desires to do it before that time.

Ms. Tryggvi stated that the developer has no objection to moving it up to the 35th building permit as someone suggested since they hope to construct White's Creek Lane much sooner through the special assessment district. Ms. Tryggvi and the Board then discussed, at length, possible mitigation measures that can be taken to alleviate the impacts on those residents living on Field Creek Lane, such as placing the lanes as far to the south as possible, lowering the road, fencing and installing sound walls. Ms. Tryggvi stated that they will work with those homeowners, even meeting with them individually if necessary, to come up with acceptable solutions to minimize the impacts on them.

In regard to the concern expressed concerning water, Commissioner Bradhurst asked if there has been an analysis of whether this project might impact private wells. Ms. Tryggvi stated that they have not yet done that but are working with the Utility Division to determine this.

Commissioner McDowell asked if the Board is going to add or change any conditions. Mike Harper, Director of Development Review, reminded the Board that this is a Preliminary Development Agreement; that if

the Commission modifies the agreement, the changes must go back through the Planning Commission process; and that the Board's input would certainly be taken into consideration when preparing the Final Development Agreement for the Board's approval.

Commissioner Bradhurst then asked questions about the open space dedication and the trails system, which were answered by Gene Sullivan, Parks and Recreation Director.

Chairman Cornwall stated that she definitely wants the residents on Field Creek Lane who will be impacted by the construction of White's Creek Lane to be involved in the design process regarding the mitigation measures used to alleviate those problems; that she does want the condition regarding construction traffic clarified to include how that issue will be enforced; and that she does not believe the residents in this area want street lights in the neighborhood.

Legal Counsel Maureen Griswold stated that she feels those changes are acceptable; that since the developer has agreed to change the 85th building permit to the 35th, she sees no problem with that; and that she does not believe that these clarifications would require resubmittal to the Washoe County Planning Commission.

On motion by Commissioner McDowell, seconded by Commissioner Bradhurst, which motion duly carried, Chairman Cornwall ordered that the preliminary development agreement in Development Agreement Case No. DA9-1-93 be approved subject to the following conditions as clarified by the Board at this meeting:

GENERAL CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE

COMPLIANCE WITH THE CONDITIONS OF THIS DEVELOPMENT AGREEMENT IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST.

A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEVELOPMENT REVIEW STAFF.

GENERAL CONDITIONS

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.

2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. The recorded final development agreement shall be effective for a period not-more-than 15 years. An extension of this approval may be granted if mutually agreed to by the developer and Washoe County.
4. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's office and the development review staff. 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 property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum.
  - a. Private roads within the subdivision.
  - b. Equestrian center.
  - c. Staffing of maintenance and security forces.
  - d. Common area landscaping.
  - e. Entrance gates.
  - f. Snow removal and storage areas.
  - g. Landscaping along streets.
  - h. Fire and fuelbreaks on open space.
  - i. Detention basins and the accumulated sediment.
  - j. Equestrian/pedestrian trails.
  - k. Bicycle and pedestrian paths.
  - l. Private streets and utilities.
  - m. Golf cart crossings.
  - n. Off-site residential parking areas
  - o. Public park center.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
- b. Specifications on the limitation of turf area for single family homes.
- c. Notice of requirement to pay future sewer user fees
- d. Minimum defensible space requirements.
- e. Snow storage areas.

- f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Requirement of open space remaining open to pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
5. Prior to ground disturbing activity, the developer shall provide an archaeological/historical survey for review by the Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology.
  6. The developer shall participate in any applicable General Improvement District or Special Assessment District formed by Washoe County to the satisfaction of the applicable division of Public Works.
  7. All new utilities shall be placed underground to the satisfaction of the County Engineer.
  8. Prior to final map approval, the developer is to provide written approval of the plans for the installation of mail delivery facilities from the US Postal Service. The system must be shown on the project construction plans and installed as part of the on-site improvements to the satisfaction of the County Engineer and the US Postal Service.
  9. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
  10. Prior to submittal to the Washoe County Board of County Commissioners, the final development agreement shall be reviewed and approved by the Washoe County District Attorney's Office.
  11. Within six months of the approval of the preliminary development agreement, a draft final development agreement that conforms with the provisions of section 814 of the Washoe County Development Code shall be completed and submitted to the Washoe County Department of Development Review. Washoe County Department of Development Review will provide comments on the draft final agreement. The final development agreement will then be submitted to the Washoe County Board of County Commissioners within three months. Extensions of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.



### PHASING

12. The project shall be developed in three phases. Phase I includes a tentative map for 436 lots, an 18-hole golf course, the village center and driving range. Phase II will include an additional nine holes, the equestrian center and a tentative map for approximately 220 dwelling units. Phase III includes the remaining 434 lots and the last nine holes of golf. Modification to the proposed phasing plan may be made if mutually agreeable the developer and Washoe County. These modifications may include the commercial portion of the project and the second 18-hole golf course, which may be constructed during phase II or phase III.
13. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.

14. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.

### TRAFFIC

15. A LOS C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.
16. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site, to the satisfaction of the County Engineer.
17. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
18. Prior to the issuance of the 35th building permit, the following roadway improvements shall be constructed to the satisfaction of the County Engineer:

- A. The remaining two lanes of Whites Creek Lane from Thomas Creek Road to the project site if warranted by projected traffic demands.
  - B. Two (2) lanes of Whites Creek Lane from Thomas Creek Road to Wedge Parkway with 100 feet of right-of-way. These two lanes will be constructed so that an additional two lanes may be added in the future if warranted by projected traffic volumes.
  - C. Whites Creek Lane will be designed in a manner that minimizes any impacts on the adjacent homes to the north in Fieldcreek Ranch (e.g., fencing, berms, lowering the travel lanes).
19. The final development agreement shall not be approved until the right-of-way of all necessary off-site accesses from the project to Thomas Creek Road are obtained. A recorded right-of-way document shall be provided to the satisfaction of the County Engineer and the District Attorney's Office.
20. Prior to the final approval of the development agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District (SAD) for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Condition No.'s 16 and 18, from the project site to Wedge Parkway, to the satisfaction of the County Engineer.

Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

NOTE

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.

21. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

Enforcement of the approved construction haul routes shall be the responsibility of the applicant and the County Engineer. Failure of construction vehicles to follow approved roads, will result in cessation of building permits and/or certificate-of-occupancies.

22. Prior to approval of the final development agreement, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded.
23. Prior to the approval of the final development agreement, a schematic pedestrian circulation plan. As part of each tentative map, a detailed pedestrian circulation plan will be submitted and approved by the Department of Development Review.

24. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.
25. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
26. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - C. Private - 50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.

- E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
  - F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 <sup>1</sup>/<sub>2</sub> foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
  - G. Public - 100 ROW major arterial street (more than 10,830 ADT).
27. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer, Washoe County Department of Development Review and the developer. Maintenance of median landscaping shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
28. Meandering asphalt paths will be acceptable provided:
- A. Pedestrian easements are included for portions of the paths located outside the County r.o.w.
  - B. Landscaping between the back of the curb and the path shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer.
  - C. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
29. Proposed roadways (public or private) are not to be centered along fault lines. Faultlines shall be located behind the curbline, on the up-thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback excluding construction for buildings for human occupancy may be reduced, to the satisfaction of the County Engineer.
30. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded.

31. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement, to the satisfaction of the County Engineer.
32. Temporary County Standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street, to the satisfaction of the County Engineer.
33. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 500 feet to the satisfaction of the County Engineer and the applicable fire protection agency. These roads shall have a 30-foot access easement with a minimum 20-foot width of 6 inches of Type 2 Class B aggregate base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.
34. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. The emergency access road shall be constructed within a 30 foot access easement to a minimum 20 foot width with 4 inches of Type 2 Class B aggregate base.
35. Street lights shall be installed at major intersections to the satisfaction of the County Engineer.
36. Unless otherwise stated in the final development agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer.
37. The minimum pavement structural section shall be 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector-classified streets and shall be 3 inches of asphalt over 6 inches of granular base for roadways for local streets to the satisfaction of the County Engineer.
38. The applicant shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required.

39. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater, to the satisfaction of the County Engineer. Where possible, crossings should be below the grade of public streets.
40. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.
41. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.
42. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
43. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.
44. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

#### AIR QUALITY MANAGEMENT

45. Prior to the approval of the final development agreement, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

#### DRAINAGE

46. Detention/retention facilities are to be maintained by a homeowner's association and perpetually funded unless the County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County.

47. A general concept level storm drain master plan shall be submitted and approved prior to acceptance of the final development agreement to the satisfaction of the County Engineer. The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10 and 100 year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities.
48. Prior to recordation of any final map, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.
49. A maintenance plan of all drainage facilities, to be owned by the homeowner's association, shall be provided prior to approval of the final development agreement. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe county water treatment plant, and associated Steamboat Ditch conveyance system. All runoff from improved areas which runs into the Steamboat Ditch shall be pre-treated for silt and petrochemicals and shall be routed through a "wet" detention facility or approved alternative, to the satisfaction of the Utility Division and the Department of Development Review.
50. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.
51. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
  - A. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to



the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.

- B. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within five (5) years of the approval of the final development agreement. If construction is not started within by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - C. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - D. If the detention basin is constructed, Washoe County shall pay fair market value for the property.
52. The increase in development-caused runoff from the 100 year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained On-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company, to the satisfaction of the County Engineer.
53. Prior to the approval of the final development agreement, a geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area, to the satisfaction of the County Engineer.

The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report.

54. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.
55. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building Code Section 7011 amended.
56. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation.

57. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The applicant shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch.

58. Prior to approval of the final map, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection. If required, point discharge permit for each proposed detention pond will be obtained from the Nevada Division of Environmental Protection and copy submitted to the Engineering Division.

The applicant shall contact the Division of Water Resources, State of Nevada, to determine whether the proposed flood detention facilities will require a permit.

59. Prior to approval of the final development agreement, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.

60. Prior to approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.

61. Prior to approval of the final development agreement, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A service and ground water sampling program shall be implemented to demonstrate that migration is not occurring, and commits to modifying practices in the event that any of the above materials are detected.

62. An animal waste management plan for the equestrian center shall be prepared prior to the issuance of a building permit for that facility, that documents how the migration of bacteria, nutrients and other animal waste by-products to surface and ground waters will be prevented.

63. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100 year flows and lined, to the satisfaction of the County Engineer.

#### WATER

64. Prior to the approval of the final development agreement, the applicant shall provide staff with a phasing schedule for the dedication

of water rights. Permitted or certificated groundwater rights in the amount of 1.12 acre feet must be dedicated to Washoe County for each lot of a final map. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.

65. Prior to the approval of the final map, the developer shall demonstrate how compliance with NRS 278.349, that requires the availability of water meet applicable health standards and is sufficient in quantity to serve the foreseeable needs of the subdivision, shall be met to the satisfaction of the District Health Department and Washoe County Department of Development Review.
66. Prior to the approval of the final development agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Office. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.
67. Prior to the approval of the final development agreement, a schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.
68. Prior to final map approval, a letter of approval for the water rights serving this proposal must be submitted from the Division of Water Resources. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource to the satisfaction of the Utility Division.
69. The developer shall provide adequate assurance that the sewage, water and drainage systems will be satisfactorily maintained and operated
70. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters.
71. Water quality results from a State certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
72. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits.

73. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling.
74. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval. The water source shall meet both primary and secondary standards of the Safe Drinking Water Act.
75. The tentative maps shall show the maintenance roads for the existing and proposed water tanks. The location of these roads shall be mutually agreeable to Washoe County and the developer.
76. The developer shall provide access to the existing monitoring wells to the satisfaction of the Utility Division. In the event access is no longer available, the developer shall construct new wells to the satisfaction of the Utility Division.
77. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

#### WASTEWATER

78. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
79. The project shall be designed to accommodate a gravity flow sanitary sewer system within the boundaries of the subdivision. Such design shall be to the satisfaction of the Utility Division.
80. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.
81. All minor infrastructure for potable water distribution shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infra-

structure design can be accomplished prior to the approval of the final map.

82. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
83. The sanitary sewer collection system and water system facilities must be offered for dedication to Washoe County.
84. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
85. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance to the satisfaction of the Utility Division.
86. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development.
87. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance.
88. Easements for all water and sewer utilities shall be offered for dedication to the satisfaction of the Utility Division.

#### GRADING

89. The development shall comply with the requirements of the Hillside Development Ordinance, as applicable.

#### SCHOOLS

90. Should the proposed "off-stream" location for the flood detention facility proposed in the 1990 Kennedy/Jenks report not be dedicated for this purpose, a minimum ten acre site for an elementary school and a minimum 25 acre site for a middle school shall be offered for dedication.

If the "off-stream" flood control facility is dedicated to Washoe County, a 10 acre site for the elementary school shall be offered for dedication.

If the area for the "off-stream" facility is dedicated, but the County has not complied with Condition No. 51, the use for the area shall revert back to a school site and/or a park site (if requested by Washoe County) as proposed by the developer. If a school or park site is not requested by Washoe County, this area shall remain as an open space buffer.

#### FIRE PROTECTION

91. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the introduction of any combustible materials to the site.
92. A minimum one-acre site shall be offered for dedication, if requested by the applicable fire protection agency, for a fire station. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements.

#### PARKS/RECREATION/OPEN SPACE

93. Prior to the approval of the final development agreement, an open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed, phasing of open space dedication, phasing of trail construction and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowner's association and provisions be made for perpetual funding for maintenance.

Prior to approval of the final development agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres.

94. The final development agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County.
95. Unless the off-stream site is dedicated to the County, a minimum 10-acre public park site shall be offered for dedication to the

County. A sketch plan has been submitted, which if conceptually approved by the County, should be included in the final development agreement. The final park design shall be mutually agreeable to the County and the developer. The developer will construct the recreational facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.

96. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

LANDSCAPING/ARCHITECTURAL DESIGN

97. Prior to the approval of the final development agreement, the developer shall submit schematic landscaping and architectural design guidelines of the entire project to the Design Review Committee (DRC) for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition No. 18C.

98. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs.
99. Homes located on 12,000 square foot lots shall have a minimum 160 square foot storage space added in their garages, if only one garage space is provided.
100. A minimum 25 foot landscape buffer shall be installed between the homes and the collector and secondary loop streets. The homeowners association shall be required to perpetually maintain these areas.

OTHER

101. Prior to acceptance of the first final map, the telephone easement Doc. No. 415899, which runs through the middle of many lots, shall be realigned with appropriate abandonment and relocation easements, or the proposed lots realigned, to the satisfaction of the County Engineer.

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TENTATIVE MAP CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.

4. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.
5. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.



6. The roadway structural sections for the proposed 80 foot public right-of-way shall have as a minimum 5 inches of asphalt on 8 inches of aggregate base. A final geotechnical report must be prepared, however, prior to final map approval to determine if additional structural capacity above the minimum is required. On-site construction haul route traffic and school traffic is to be considered in the pavement analysis. The proposed on-site private road right-of-way widths are acceptable as shown for the tentative map of Phase 1.
7. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - C. Private - 50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.

- E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot asphalt meandering one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
- F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 1/2 foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
- G. Public - 100 ROW major arterial street (more than 10,830 ADT).
8. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater, to the satisfaction of the County Engineer. Where possible, crossings should be below the grade of public streets.
9. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.
10. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.
11. Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

NOTE

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.

12. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
13. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.
14. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

#### AIR QUALITY MANAGEMENT

15. Prior to the approval of the final development agreement, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

#### DRAINAGE

16. Detention/retention facilities are to be maintained by a homeowner's association and perpetually funded unless the County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County.

The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.

17. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:

- A. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the

Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.

- B. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within five (5) years of the approval of the final development agreement. If construction is not started within by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - C. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - D. If the detention basin is constructed, the property shall be dedicated to Washoe County.
18. The increase in development-caused runoff from the 100 year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained On-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company, to the satisfaction of the County Engineer.
19. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.
20. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building Code Section 7011 amended.
21. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable by Washoe County and the developer. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation.
22. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100 year flows and lined, to the satisfaction of the County Engineer.

WASTEWATER

23. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.

PARKS AND RECREATION

- 24. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

LANDSCAPING

- 25. A minimum 25 foot landscape buffer shall be installed between the homes and the collector and secondary loop streets. The homeowners association shall be required to perpetually maintain these areas.

OTHER

- 26. All new utilities shall be placed underground to the satisfaction of the County Engineer.

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FINAL MAP CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE

ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES SHALL BE PROVIDED IN AN APPROPRIATE FORM AND AMOUNT, TO THE SATISFACTION OF THE PUBLIC WORKS DEPARTMENT PRIOR TO RECORDATION OF THE FINAL MAP, UNLESS OTHERWISE STATED.

PRIOR TO FILING A FINAL MAP FOR RECORDATION, THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEVELOPMENT REVIEW STAFF AT LEAST FOUR (4) WEEKS BEFORE THE ANTICIPATED RECORDATION DATE TO REVIEW REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL.

A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP, WHICH PERMITS THE ADDITION, DELETION, OR AMENDMENT OF CONDITIONS, MUST BE SUBMITTED TO THE DEVELOPMENT REVIEW STAFF AT LEAST 60 DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP; SAID EXPIRATION BEING ONE YEAR FROM THE DATE OF THE BOARD OF COUNTY COMMISSIONERS APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP.

GENERAL CONDITIONS

- 1. Unless specifically stated in the final development agreement, final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map or any subsequent extension date.
- 2. 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. All documentation necessary to satisfy the conditions noted

below shall accompany the final map when submitted to the Engineering Division and the development review staff.

3. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's office and the development review staff. 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 property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement of the following items, at a minimum:

- a. Private roads within the subdivision.
- b. Equestrian center.
- c. Staffing of maintenance and security forces.
- d. Common area landscaping.
- e. Entrance gates.
- f. Snow removal and storage areas.
- g. Landscaping along streets.
- h. Fire and fuelbreaks on open space.
- i. Detention basins and the accumulated sediment.
- j. Equestrian/pedestrian trails.
- k. Bicycle and pedestrian paths.
- l. Private streets and utilities.
- m. Golf cart crossings.
- n. Off-site residential parking areas.
- o. Public park center.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
  - b. Specifications on the limitation of turf area for single family dwellings.
  - c. Notice of requirement to pay future sewer user fees
  - d. Minimum defensible space requirements.
  - e. Snow storage areas.
  - f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Requirement of open space remaining open to pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
4. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.

5. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.
6. A note shall be placed on all 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 Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology, 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.

7. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada, when field conditions mandate construction other than that shown in the original drawing.
8. The final map shall designate faults, by distance and bearings, that have been active during the Holocene epoch of geological time and shall contain the following note to the satisfaction of the development review staff:

NOTE

No habitable structures shall be located on a fault that has been active during the Holocene epoch of geological time. The faults have been located by Civil Engineer Registered in Nevada and experienced in Geotechnical Engineering and field surveyed by a Nevada Registered Land Surveyor.

9. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization, mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.

10. All soil boring logs must be included as part of the construction drawings to the satisfaction of the County Engineer.
11. All new utilities shall be placed underground to the satisfaction of the County Engineer.
12. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
13. The Washoe County Planning Commission certificate on the final map shall be to the satisfaction of the County Engineer and the Department of Development Review.

#### TRAFFIC

14. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a



haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

Enforcement of the approved construction haul routes shall be the responsibility of the applicant and the County Engineer. Failure of construction vehicles to follow approved roads, will result in cessation of building permits and/or certificate-of-occupancies.

15. Prior to approval of the final development agreement, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded.
16. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.
17. The roadway structural sections for the proposed 80 foot public right-of-way shall have as a minimum 5 inches of asphalt on 8 inches of aggregate base. However, a final geotechnical report must be prepared prior to final map approval to determine if additional structural capacity above the minimum is required. On-site construction haul route traffic and school traffic is to be considered in the pavement analysis. The proposed on-site private road right-of-way widths are acceptable as shown for the tentative map of Phase 1. Public right-of-way will not be evaluated until the recommended transportation study is completed.
18. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
19. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum

four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.

- B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- C. Private - 50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.
- E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
- F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 <sup>1</sup>/<sub>2</sub> foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
- G. Public - 100 ROW major arterial street (more than 10,830 ADT).

20. Medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer. Maintenance of median landscaping shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
21. Meandering asphalt paths are acceptable provided pedestrian easements are included in portions of the paths located outside the County right-of-way. Landscaping between the back of the curb and the paths shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer. Maintenance of median landscaping and pedestrian paths shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
22. Proposed roadways (public or private) are not to be centered along fault lines. Faultlines shall be located behind the curbline, on the up-thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback, excluding construction for buildings for human occupancy, may be reduced to the satisfaction of the County Engineer.
23. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded.
24. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement, to the satisfaction of the County Engineer.
25. Temporary County Standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street, to the satisfaction of the County Engineer.
26. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs serving ten or more lots to the satisfaction of the County Engineer. These roads shall have a 30-foot access easement with a minimum 20-foot width of 6 inches of Type 2 Class B aggregate base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.
27. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. The emergency access road shall be constructed within a 30 foot access easement to a minimum 20 foot width with 4 inches of Type 2 Class B aggregate base.

28. Street lights shall be installed at major intersections to the satisfaction of the County Engineer.
29. Unless specifically stated in the final development agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer.
30. The minimum pavement structural section shall be 4 inches of asphalt over 6 inches of granular base for roadways (public and private) with a right-of-way of 60 feet in width and shall be 3 inches of asphalt over 6 inches of granular base for roadways with a right-of-way of 50 feet in width to the satisfaction of the County Engineer.
31. The applicant shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required.
32. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.
33. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.
34. Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

NOTE

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact

fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.

35. Project streets that are designed with security gates at points intersecting shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
36. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.

#### DRAINAGE

37. Prior to recordation of any portion of the subdivision, a final, detailed hydrology/hydraulic report for that phase, prepared by a registered engineer, shall be submitted to the County Engineer for approval. The report shall include the locations, points of entry and discharge, flow rates and flood limits of all 10 and 100 year storm flows impacting both the site and off-site areas and the methods for handling those flows. The report shall include all storm drain pipe and ditch sizing calculations and a discussion of and mitigation measures for any impacts on existing off-site drainage facilities and properties.
38. Prior to recordation of any final map, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.
39. The 100-year floodplain boundaries and flood elevations shall appear on each final map to the satisfaction of the County Engineer. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map to the satisfaction of the County Engineer. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted

or until conformance with Washoe County flood construction standards is determined by the County Engineer.

40. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the District Health Department and the County Engineer.
41. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.

#### WATER

42. Prior to the approval of a final map by the District Health Department, the production wells that will serve any phase of this development must be constructed, pump tested and sampled to ensure the proposed water system has sufficient quality and quantity.
43. Before approval of the final map will be considered, a letter from the water purveyor committing adequate water service to this proposal must be submitted District Health Department.
44. Prior to final map approval, a letter of approval for the water rights serving this proposal must be submitted from the Division of Water Resources. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource to the satisfaction of the Utility Division.
45. The developer shall provide adequate assurance that the sewage, water and drainage systems will be satisfactorily maintained and operated.
46. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, no grading permit shall be issued prior to District Health Department approval of the referenced final map. This condition does not apply to the construction of production wells required in condition Number 48.

The applicant may seek relief from the District Board of Health for this requirement or may choose to create a separate parcel for the first 18-hole golf course.

47. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters.
48. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior issuance of any building permits.

49. A letter, which can be a will-serve letter, from the appropriate provider committing water service must be submitted to the District Health Department and Utility Division. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.
50. The final map shall contain the following note to the satisfaction of the development review staff:

NOTE

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by resolution of the Board of County Commissioners.

51. The developer shall provide access to the existing monitoring wells to the satisfaction of the Utility Division. In the event access is no longer available, the developer shall construct new wells to the satisfaction of the Utility Division.
52. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

WASTEWATER

53. Proper easements shall be shown for off-site sewage and drainage systems to the satisfaction of the Utility Division and the County Engineer.
54. The Nevada Division of Environmental Protection must submit a letter to the District Health Department certifying their approval of the final map.
55. All minor infrastructure for sewer collection shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division.
56. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.

57. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.
58. All hookup fees for the area within the final map will be paid to the satisfaction of the Utility Division.
59. The developer shall deposit with the Utility Division the sum of \$50.00 per lot prior to recordation of all or part of the final map. This fee shall represent the development's prorated share of the completed water and wastewater facilities plan for the south Truckee Meadows.
60. Prior to final map approval, a letter, which can be a will-serve letter, from the Utility Division committing sewer service, must be submitted to the District Health Department. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.
61. All minor infrastructure for potable water distribution shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.
62. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development.

GRADING

63. Prior to approval of the first final map, an erosion control/soil stabilization plan and grading plan shall be approved by the Washoe-Storey Conservation District. A copy of the approval shall be submitted to the District Health Department, Department of Development Review and Washoe County Engineer.

LANDSCAPING

64. Detailed landscaping and irrigation plans for the village commercial center, club house, golf courses, golf driving range and equestrian center shall be submitted prior to the issuance of a building permit for the particular use.

\* \* \* \* \*



SPECIAL USE PERMIT APPLICATION CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
4. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
5. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
6. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT):  
minimum 22 foot pavement width; curb and gutter or County Engi-

near approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.

- B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- C. Private - 50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.
- E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
- F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 <sup>1</sup>/<sub>2</sub> foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.

G. Public - 100 ROW major arterial street (more than 10,830 ADT).

DRAINAGE

7. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.
8. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.
9. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building Code Section 7011 amended.
10. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation.

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SPECIAL USE PERMIT CONSTRUCTION CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINT

GENERAL CONDITIONS

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of

compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.

3. A note shall be placed on all 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 Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology, 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.

4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada, when field conditions mandate construction other than that shown in the original drawing.
5. The final map shall designate faults that have been active during the Holocene epoch of geological time and shall contain the following note to the satisfaction of the development review staff:

NOTE

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

6. All new utilities shall be placed underground to the satisfaction of the County Engineer.

TRAFFIC

7. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed

Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

Enforcement of the approved construction haul routes shall be the responsibility of the applicant and the County Engineer. Failure of construction vehicles to follow approved roads, will result in cessation of building permits and/or certificate-of-occupancies.

8. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.
9. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.

#### DRAINAGE

10. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the District Health Department and the County Engineer.

### GRADING

11. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.

### WATER

12. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

### LANDSCAPING

13. Detailed landscaping and irrigation plans for the village commercial center, club house, golf courses, golf driving range and equestrian center shall be submitted prior to the issuance of a building permit for the particular use.

94-87      ORDINANCE NO. 897, BILL NO. 1072 - AMENDING WCC CH. 20 -  
FIVE CENTS ADDITIONAL MOTOR VEHICLE FUEL TAX

6:00 p.m. This was the time set in a Notice of Public Hearing, published in the Reno Gazette-Journal on January 28, 1994, to consider second reading and adoption of Bill No. 1072. Proof was made that due and legal notice of hearing has been given.

Pursuant to questions at Caucus regarding the development of an impact fee and how that might be accomplished by the June 30, 1994, sunset date in the ordinance, County Manager John MacIntyre stated that Regional Transportation Commission Executive Director Celia Kupersmith and Planning Manager Greg Krause have prepared a report that was distributed to the Board and are available to answer questions.

In response to Commissioner Beck, Mr. Krause cited the pros and cons of an impact fee vs. a development tax and stated that an impact fee would be under the local entities' jurisdiction. Commissioner Bradhurst asked about the timetable for developing and implementing an impact fee; and Mr. Krause stated that the Blue Ribbon Committee is just starting on it and that it will probably be 12 to 15 months before implementation. They then discussed interim fees, noting that at \$1400 per dwelling unit, the City of Reno is the highest right now.

Chairman Cornwall stated that she is aware that June 30th is a very aggressive date, but that she wants to keep it in the ordinance, as she believes it will keep those working on this focused; and that the Board does have the flexibility of amending the ordinance if they find it necessary. She stressed the importance of providing accountability to the people who are going to be paying this tax and to make sure they do not bear the entire burden.

Commissioner Beck agreed that it is important to send a clear signal to the development community.

The Chairman opened the public hearing and called on those wishing to speak for or against the adoption of said Ordinance.

Shawn Carey, Sparks Public Works Director, distributed a Resolution to the Board adopted by the City of Sparks urging the Board to implement the 5-cent gas tax and stating that Sparks is committed to pursuing regional solutions for the needs of the region.

There being no one else wishing to speak, Chairman Cornwall closed the public hearing.

On motion by Commissioner Beck, for the Board as a whole, seconded by Commissioner Bradhurst, which motion duly carried, Chairman Cornwall ordered that Ordinance No. 897, Bill No. 1072, entitled, "An Ordinance amending the Washoe County Code by imposing an additional 5 cents per gallon motor vehicle fuel tax and providing for the effective dates thereof," be approved, adopted and published in accordance with NRS 244.100.

94-88      BUDGET AMENDMENT - 1993/94 AIR QUALITY MANAGEMENT PROGRAM  
BUDGET - HEALTH DEPARTMENT

Upon recommendation of Dave Rice, District Health Officer, on motion by Commissioner McDowell, seconded by Commissioner Bradhurst, which motion duly carried, Chairman Cornwall ordered that an amendment to the Air Quality Management Program budget for fiscal year 1993/94, in the amount of \$33,700.00 using supplemental federal funds, be approved and the following account transactions be made:

<u>Account Number</u>	<u>Description</u>	<u>Amount of Increase</u>
002-1700-1723G-4301	Federal Contributions	\$33,700.00
002-1700-1723G-7140	Professional Services	4,115.00
-7237	Personal Computer Software	3,000.00
-7304	Advertising	5,285.00
-7828	Communications Equipment	1,300.00
-7851	Vehicles	<u>20,000.00</u>
	Total	\$33,700.00

94-89      BUDGET AMENDMENT - 1993/94 IMMUNIZATION PROGRAM BUDGET -  
HEALTH DEPARTMENT

Upon recommendation of Dave Rice, District Health Officer, on motion by Commissioner McDowell, seconded by Commissioner Bradhurst, which motion duly carried, Chairman Cornwall ordered that an amendment to the fiscal year 1993/94 Immunization Program budget, in the amount of \$10,494.00 in federal funds, be approved and that the following account transactions be made:

<u>Account Number</u>	<u>Description</u>	<u>Amount of Increase</u>
02-1700-1735G-4301	Federal Contributions	\$10,494.00
02-1700-1735G-7140	Professional Services	1,500.00
-7234	Meals & Lodging	339.00
-7620	Travel	1,000.00
-7829	P C Hardware	7,655.00
	Program Total	\$10,494.00

94-90 BUDGET AMENDMENT - 1993/94 MATERNAL AND CHILD HEALTH PROGRAM  
BUDGET - HEALTH DEPARTMENT

Upon recommendation of Dave Rice, District Health Officer, on motion by Commissioner McDowell, seconded by Commissioner Bradhurst, which motion duly carried, Chairman Cornwall ordered that an amendment to the Maternal and Child Health Program budget for fiscal year 1993/94, in the amount of \$8,000.00, be approved and the following account transactions be made:

<u>Account Number</u>	<u>Description</u>	<u>Amount of Increase</u>
02-1700-1705G-5608	Services to Other Agencies	\$8,000.00
02-1700-1705G-7001	Base Salaries	3,362.00
-7042	Group Insurance	3,000.00
-7046	Workman's Compensation	443.00
-7047	Unemployment Compensation	60.00
-7048	Retirement	613.00
-7050	Medicare	49.00
-7250	Office Supplies	150.00
-7307	Auto Expense	323.00
	Program Total	\$8,000.00

94-91 PROPOSED HIDDEN VALLEY SPECIAL ASSESSMENT DISTRICT - PARKS  
DEPARTMENT

County Manager John MacIntyre reviewed all four recommendations contained in Parks Director Gene Sullivan's memorandum dated January 18, 1994, regarding a proposed special assessment district to acquire approximately 200 acres of land in Hidden Valley.

Commissioner McDowell questioned if the majority of the homeowners in Hidden Valley requested this. Karen Mullen, Assistant Director, Parks and Recreation Department, advised that staff did a preliminary survey, which did not include specific details, to ascertain interest in the proposed project, to which they received about a 28 percent response; that of those who responded, 60 percent stated they would support a special assessment district to acquire subject property; and that the 28



percent responding would represent approximately 206 homeowners and 60 percent of that is 184.

A discussion then ensued regarding forming the assessment district by way of the petition method and what assistance the District Attorney's office and the Parks Department could provide the homeowners. Commissioner Bradhurst noted that the committee is a long way away from the 90 percent required. Commissioner McDowell stated that he would like to see the property used for more than hiking and picnicking.

Chairman Cornwall stated that although the burden should be on the property owners to bring forth a petition, she would like staff to assist in the language on the petition and in advising the property owners of approximate costs.

On motion by Commissioner Bradhurst, seconded by Commissioner Beck, which motion duly carried, Chairman Cornwall ordered that the District Attorney's office move forward with the petition method for the proposed Hidden Valley Special Assessment District. It was noted that the three remaining recommendations in Mr. Sullivan's memorandum will be accomplished only if the homeowners are successful in obtaining the required signatures to create the special assessment district to purchase the property.

94-92      DISCUSSION OF REQUEST TO SEND LETTER TO U.S. SENATOR REID  
REGARDING LOCAL DECISION MAKING PROCESSES

David Farside, area resident, stated that he believes that the Board should demand an apology, in a very strongly worded letter, from U.S. Senator Harry Reid for his political attitude and interfering with the local governmental process with regard to the Truckee Meadows Project.

Commissioner Bradhurst stated that he does not have a problem with a United States Senator speaking out about a project that has bi-state implications, especially when you consider that much of the project crosses federal lands.

Commissioner Shaw stated that he has reservations about the letter being "strongly" worded and that he wonders what would be accomplished now since this occurred some time ago.

Commissioner Beck stated that approximately 87 percent of the State is owned by the federal government and he is concerned that Nevada's fate is going to be decided in Washington, D.C. He said that a "strong" letter would not be appropriate, but that perhaps something should be sent reminding the Senator about the process, the state laws, local ordinances and procedures.

Commissioner McDowell stated that he does not have a problem with sending a letter, but that he does not think it needs to be "strongly" worded.

Commissioner Beck suggested that the Chairman draft a letter for the Board to review. Commissioner Bradhurst suggested that it be a

letter with a signature block for each of them that wish to sign the letter. Commissioner McDowell stated that it should be from the entire Board or not at all, and suggested that those who wish, could write to the Senator individually.

94-93      TRUCKEE MEADOWS PROJECT - SPECIAL USE PERMIT - RESOLUTIONS

Frank Partlow, area resident, stated that the Board should be encouraging Washoe County residents to continue to conserve water to protect their way of life.

Franklyn Jeans, Project Manager for the Truckee Meadows Project, stated that three resolutions have been prepared to present to the Regional Planning Commission in order to clarify issues raised by them in their review of the Truckee Meadows Project; and that, pursuant to discussion at Caucus, Don Mahin, Washoe County Hydrologist, has revised one of the resolutions.

Mr. Mahin explained that the "Status of Water Resource Plans" resolution has been modified so that it includes more background information from the 1990 water plan, does not indicate that the Regional Water Supply and Quality Study supersedes anything with respect to the 1990 water plan, and better identifies the ongoing process between the Cities and the County with respect to the 1991 interlocal agreement and other surrounding documents. He stated that this has been done to clarify this information for the Regional Planning Commission as they are looking strictly at the Regional Plan without referring to the interlocal agreement.

Mr. Jeans stated that the second resolution concerns the public vote prior to a pledge of the County's full faith and credit to finance the project and provides that the issue will be put to a vote of the people should the County decide to finance the physical facilities of the project with a bond issue that requires the full faith and credit of the County, whether it be revenue-backed, a general obligation backed revenue bond, or a straight general obligation bond. He added that this is also in response to resolutions adopted by the two Cities concerning spending of funds on the project. In response to Commissioner Beck, Mr. Jeans further clarified that the County is under certain contractual agreements, one with Western Water Development to provide funding for the permitting process, and one with the Bureau of Land Management and various consultants for preparation of the environmental impact study, which are existing, ongoing processes, and that this resolution does not address those functions. He stated that what this resolution is saying is that once those processes are completed, if the County decides to finance the next phase--implementation of the project--through a general obligation instrument that pledges the full faith and credit of the County, or, in other words, the general revenues and tax revenues of the people of Washoe County, that bond issue would be put to a public vote.

Mr. Jeans stated that the third resolution concerns the issue of water conservation and is an attempt to communicate assuredly that conserved water be used only for drought protection for existing residents and not for new development.

LeAnn McElroy, a member of the Technical Advisory Committee (TAC) to the Water Board, stated that she had concerns regarding the language in the water conservation resolution in that she feels it misstates the TAC's recommendation; it indicates that permanent water conservation would somehow jeopardize the negotiated settlement; and it gives the impression that the Board only supports the use of conservation during times of drought. She suggested modifications, especially with regard to a permanent water conservation program, and requested that the Board change the resolution.

Chairman Cornwall stated that she is not opposed to a permanent program of water conservation but that she is opposed to any saved water being used for new growth; and that even if it is redundant, she would want that specifically spelled out in the resolution.

Mr. Mahin indicated that he has no problem with the changes Ms. McElroy requested.

Bill Isaeff, Reno City Attorney representing the Cities of Reno and Sparks, stated that the Cities have concerns with the other two resolutions. He stated that the resolution regarding the public vote misses the whole point of the resolutions that were adopted by the Cities of Reno and Sparks and submitted to the Commission, which called upon the County to stop spending any further monies on this project until there had been a public vote on the project regardless of how it is funded. He stated that the Cities are requesting that the matter be put on the November ballot, in the form of an advisory question, as the Truckee Meadows Project, and not just how it is to be financed, is an issue that is very important to the future of the people and the people should be allowed to express their opinion on it.

Mr. Isaeff then detailed concerns regarding the "Status of Water Resource Plans" resolution stating that the Cities object to the language in the sixth "WHEREAS" clause which states that the three entities "recognized the limitations of the 1990 Regional Water Resources Plan and entered into a written agreement on April 9, 1991..." and also object to the second "RESOLVED" which indicates that the process set up in the interlocal agreement somehow supersedes the 1990 water resources plan. He stated that the Cities felt that the 1990 plan was an excellent plan; that the three entities entered into the interlocal agreement because that was what the factfinder recommended; and that using that plan as the basis of the service and facilities plan has not been superseded by any other plans, studies, or agreements. Mr. Isaeff cited policies of the Regional Plan and stated that there are specific methods for changing the Regional Plan and that cannot be done by the entities signing an agreement or by adopting a resolution. He stated that the Cities feel there are three parts to the service and facilities plan: the water study, the CIP and the operating plan; and that since key parts of it are missing, adoption of this resolution at this time is premature. He then answered questions of the Board.

Susan Lynn, Public Resource Associates, stated that she wanted to reiterate what Mr. Isaeff said and what Ms. McElroy said about water

conservation and emphasized that conserved water is to be used for drought storage and environmental purposes, not for new development.

Carol Hart, Lemmon Valley resident, expressed her opposition to the Truckee Meadows Project and echoed previous speakers regarding water conservation.

Mr. Jeans stated that he does not object to the changes that Ms. McElroy requested in the conservation resolution as it would still communicate what they are trying to communicate to the Regional Planning Commission. He further stated that on the resolution regarding the public vote issue there is a big difference; that they are just trying to clarify for the Planning Commission the guidance given by the Board; and that that resolution stands as it is. Then Mr. Jeans asked Craig Howard, project legal counsel, to address Mr. Isaieff's concerns regarding the water resource plan resolution.

Mr. Howard stated that he feels this is a lot of quibbling; and that what the factfinder and the legislature directed are clear, which was that the County should do a coordinated water study and, based upon that study, a capital improvements program and an operating plan should be developed. He stated that the purpose is clear and the process is set forth as to who does what and who approves it.

Commissioner McDowell moved that the resolution regarding water conservation be adopted with the amendments proposed by Ms. McElroy and by the Board. The motion was seconded by Commissioner Beck. Upon call for the vote, the motion carried unanimously, and it was ordered that the following resolution be adopted and that Chairman Cornwall be authorized to execute on behalf of Washoe County:

#### RESOLUTION - WATER CONSERVATION

WHEREAS, Aggressive water conservation has been advocated by the Technical Advisory Committees;

WHEREAS, The Truckee Meadows Regional Plan (TMRP) contains several policies regarding water conservation for new and existing development;

WHEREAS, Policy 24(d) of the TMRP requires the water supply planning for the region to be based upon meeting average water demands in normal to dry years with additional conservation measures in period of severe drought;

WHEREAS, Short-term Water conservation efforts provide a valuable tool for use in drought water supply management;

WHEREAS, The TMRP Quality of Life Indicator for public Water Supply Systems requires the provision of sufficient supply of water to accommodate an overall regional demand of 250 gallons per person per day;

WHEREAS, The Preliminary Settlement Agreement and Nevada State law require drought water conservation plans;

WHEREAS, The Preliminary Settlement Agreement requires new development to provide at least one acre foot of new water rights for each acre foot of new demand;

WHEREAS, Past drought conservation efforts have met public resistance when there has been an appearance of using the conserved water to allow new development; therefore

BE IT RESOLVED: It is the policy of the Washoe County Board of Commissioners that water conservation is an important tool for drought water supply management that should not be used to reallocate the water supply for existing residents to provide additional supply to new development;

BE IT FURTHER RESOLVED: That the Board of County Commissioners supports the development of a permanent water conservation program for the purpose of providing water for drought protection and environmental purposes and Washoe County will work for the development and implementation of such a program throughout the region; and

BE IT FURTHER RESOLVED: That the Board of County Commissioners does not support the use of conserved water as a source of water supply for new municipal and industrial development.

\* \* \* \* \*

Commissioner Beck then moved that the resolution regarding a public vote prior to pledge of full faith and credit for financing water and wastewater facilities be adopted. The motion was seconded by Commissioner McDowell. Commissioner Bradhurst stated that he will be voting against adoption of this resolution as it focuses on the financing mechanism for the project and not the real issue of not expending any more public funds for this project without a vote of the people. Commissioner Shaw stated that the concerns of Reno and Sparks also have to be considered. Upon call for the question, the motion carried with Commissioners Cornwall, Beck and McDowell voting "yes" and Commissioners Shaw and Bradhurst voting "no," and it was ordered that the following resolution be adopted and that Chairman Cornwall be authorized to execute on behalf of Washoe County:

RESOLUTION - PUBLIC VOTE PRIOR TO A PLEDGE OF FULL  
FAITH AND CREDIT FOR FINANCING WATER AND WASTEWATER FACILITIES

WHEREAS, The Cities of Reno and Sparks have each adopted resolutions requesting Washoe County to stop spending money on the Truckee Meadows Project until there has been a public vote on the project;

WHEREAS, There has been much public debate over the wisdom of the issuance of bonds for water and wastewater facilities to serve new planned development, if the bonds pledge the full faith and credit of a local government;

WHEREAS, Our system of representative government has allowed our civilization to advance without requiring public elections on every governmental issue to be decided;

WHEREAS, There is a financial risk to the public from providing infrastructure for new development, if the financing is dependent upon the full faith and credit of the local government; therefore

BE IT RESOLVED: It is the policy of Washoe County to seek voter approval prior to the pledge of the full faith and credit of the County for bonds to support the development of water and wastewater infrastructure to meet the projected needs of new development; and

BE IT FURTHER RESOLVED: That the Board of County Commissioners hereby urges the Cities of Reno and Sparks to adopt similar policies.

\* \* \* \* \*

Chairman Cornwall stated that she has concerns with the Water Resources Plan resolution and feels that some of the language does need to be changed; that she agrees with Mr. Isaeff that the language "...recognized the limitations of the 1990 Regional Water Resources Plan..." does need to be deleted; and that she can see how the language "...said process supersedes the use of the 1990 Water Resources Plan as the basis..." could be misinterpreted and that should probably be changed.

Commissioner Beck stated that he was involved in the 1990 water resource plan; that he knew what a weak document it was; and that he thinks this resolution is asking for recognition of the Regional Water Supply and Quality Study as the second step in the process and does not ignore the 1990 document. He also stated that the reason for the factfinder's recommendation that the three entities enter into an agreement must also be considered.

The Board, Mr. Jeans, and Mr. Isaeff then revised some of the language, which Mr. Jeans read back to the Board. Mr. Isaeff stated that the Cities could accept that.

Commissioner McDowell then moved that the amended Resolution regarding the Status of Water Resource Plans be adopted. The motion was seconded by Commissioner Beck. Upon call for the vote, the motion carried with Commissioner Bradhurst voting "no," and it was ordered that the following resolution be adopted and that Chairman Cornwall authorized to execute on behalf of Washoe County:

RESOLUTION - STATUS OF WATER RESOURCE PLANS

WHEREAS, In 1990, the Regional Water Planning and Advisory Board of Reno-Sparks and Washoe County examined the then known water supply alternatives for the Region and prepared a "Regional Water Resources Plan" utilizing limited staff support provided by Washoe County, the Cities of Reno and Sparks and the water utilities in the Region;

WHEREAS, The Regional Water Planning and Advisory Board of Reno-Sparks and Washoe County adopted the Regional Water Resources Plan on July 18, 1990, with the proviso that it be accompanied by a "Letter of Concern;"

WHEREAS, Said Letter of Concern cautions readers that the 1990 Water Resources Plan is advisory only, is based upon many assumptions that are subject to change and validation, and is not to be considered as the approval of any water supply development proposal;

WHEREAS, On October 4, 1990, the Report of Fact Finder was presented to and accepted by the Regional Planning Governing Board;

WHEREAS, The Truckee Meadows Regional Plan, adopted by the Regional Planning Governing Board on March 21, 1991, has established a framework for Washoe County acting in its role as the Regional Water Management Agency to develop a "Service and Facility Plan" for the management of water resources for the Region;

WHEREAS, Washoe County and the Cities of Reno and Sparks entered a written agreement on April 9, 1991 to define the procedure for the development of a "Regional Water Supply and Quality Study" and Capital Improvement Program to address both water supply and water quality issues in response to the recommendations of the Fact Finder and to define the process to be followed in implementing other recommendations of the Fact Finder concerning Wastewater Facilities;

WHEREAS, Washoe County, acting as the Regional Water Management Agency hired technical consultants who, over a period of two years, developed the Regional Water Supply and Quality Study at a cost of \$1,377,000 to determine methods of providing water supply and water quality management for the Region under a broad spectrum of future conditions;

WHEREAS, The process of the development of the Service and Facility Plan as required by the Regional Plan has been defined by the Interlocal Agreement with Reno and Sparks to be satisfied by the preparation and adoption of a Capital Improvement Program based upon a Regional Water Supply and Quality Study as recommended by the Fact Finder; now therefore

BE IT RESOLVED: That the Washoe County Board of Commissioners hereby reaffirms the advisory status of the 1990 Regional Water Resources Plan as expressed by the Regional Water Planning and Advisory Board of Reno-Sparks and Washoe County in the Letter of Concern which accompanies the 1990 Regional Water Resource Plan;

BE IT FURTHER RESOLVED: That the Washoe County Board of Commissioners hereby reaffirms the process in the April 9, 1991 Interlocal Agreement for the preparation of the Regional Water Supply and Quality Study as the basis of the Capital Improvement Program and that said process builds upon the 1990 Water Resources Plan and other documents as the basis of the Service and Facility Plan; and

BE IT FURTHER RESOLVED: That the Regional Planning Commission be advised that Washoe County has complied with its agreement with the Cities to produce the Regional Water Supply and Quality Study as the preparatory step to the development of a Capital Improvement Program to be submitted to the Regional Planning Governing Board.

\* \* \* \* \*

There being no further business to come before the Board, the meeting adjourned at 12:15 a.m, February 9, 1994.

DIANNE L. CORNWALL, Chairman  
Washoe County Commission

ATTEST: JUDI BAILEY, County Clerk

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Summary - An ordinance authorizing the issuance of the Washoe County, Nevada Special Assessment District No. 23 (ArrowCreek) Senior Local Improvement Refunding Bonds, 2003 Series A and Subordinate Local Improvement Refunding Bonds, 2003 Series B, approving the form of certain documents with respect to such bonds, ratifying action taken by County officers toward the issuance of such bonds, and providing other matters related thereto.

RECEIVED

NOV 24 2003

WASHOE COUNTY  
COMMUNITY DEVELOPMENT

BILL NO. 1397  
ORDINANCE NO. 1217

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY WASHOE COUNTY OF ITS SPECIAL ASSESSMENT DISTRICT NO. 23 (ARROWCREEK) SENIOR LOCAL IMPROVEMENT REFUNDING BONDS, 2003 SERIES A, AND SUBORDINATE LOCAL IMPROVEMENT REFUNDING BONDS, 2003 SERIES B IN THE COMBINED MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$9,846,538 TO REFUND CERTAIN OUTSTANDING BONDS ISSUED FOR ARROWCREEK, A PLANNED COMMUNITY DEVELOPMENT IN SOUTHWEST RENO; PROVIDING FOR ITS ADOPTION AS IF AN EMERGENCY EXISTS; AND PROVIDING THE EFFECTIVE DATE OF THE ORDINANCE.**

WHEREAS, the Board of County Commissioners (the "Board") of the County of Washoe (the "County"), and State of Nevada (the "State"), pursuant to ordinances previously passed and adopted has created its Special Assessment District No. 23 (ArrowCreek) (the "District") and ordered the acquisition of certain local improvements for the District (the "Project") and determined to defray a portion of the entire cost and expense of the Project by special assessments, according to benefits, against the benefited lots, tracts and parcels of land in the District; and

the Board has by ordinances previously passed and adopted (the "Assessment Ordinance") levied assessments (the "Assessments") against the property benefited by the Project in the District; and

WHEREAS, the County has previously issued its "Washoe County, Nevada, Special Assessment District No. 23 (ArrowCreek), Local Improvement Bonds, Series November 1, 1997" in the aggregate original principal amount of \$12,825,000 (the "1997 Bonds" or the "Prior Bonds"); and

**WHEREAS**, the Prior Bonds are subject to prior redemption at the option of the County from any maturities (in any order of maturity and by lot within a maturity) on any interest payment date prior to maturity, at a price equal to the principal amount thereof, accrued interest to the redemption date and a premium of two percent (2%) of the principal amount so redeemed if redeemed between May 1, 1998 and November 1, 2005; and

**WHEREAS**, pursuant to Nevada Revised Statutes ("NRS") 271.488, the County is authorized to issue bonds in order to refund, pay and discharge certain outstanding bonds of the County for the purpose of reducing interest rates and effecting other economies and to evidence such borrowing by the issuance of bonds in accordance with the provisions of NRS § 350.500 through § 350.720, cited in § 350.500 thereof by the short title "Local Government Securities Law" (the "Bond Act"); and

**WHEREAS**, the County hereby determines that it is in the best interests of the County and the owners of property in the District to issue the County's Senior Local Improvement Refunding Bonds, 2003 Series A and Subordinate Local Improvement Refunding Bonds, 2003 Series B (collectively, the "2003 Bonds") to refund, pay and discharge the outstanding 1997 Bonds on November 1, 2003 and to reduce the interest payable on the Assessments (the "Refunding Project"); and

**WHEREAS**, the 2003 Bonds are to be payable from the sources permitted by the Consolidated Local Improvements Law, Chapter 271, NRS, and all laws amendatory thereof and supplemental thereto (the "Act"), as more fully described in the hereinafter referred to Original Indenture; and

**WHEREAS**, the 2003 Bonds are to be sold by the County to Stone & Youngberg LLC, as underwriters and purchasers of the 2003 Bonds (collectively, the "Purchaser"); and

**WHEREAS**, the 2003 Bonds are to be issued pursuant to a Trust (the "Trust Indenture") between the County and the Trustee; and

**WHEREAS**, the 2003 Bonds are to bear interest at the rates per annum provided in the bond purchase proposal submitted by the Purchaser and accepted by the County Finance Director, which rates must not exceed by more than 3% the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time the offer to purchase the 2003 Bonds is received, and are to be sold

at a price equal to the principal amount thereof, plus accrued interest to the date of delivery of the 2003 Bonds, less a discount not exceeding 9% of the principal amount thereof, all as specified by the County Finance Director in a certificate dated on or before the date of delivery of the 2003 Bonds (the "Certificate of the County Finance Director"); and

**WHEREAS**, the County hereby elects to have the provisions of Chapter 348 of NRS (the "Supplemental Bond Act") apply to the 2003 Bonds; and

**WHEREAS**, the Council has found and determined and hereby declares:

A. It is necessary and for the best interests of the County to effect the Refunding Project and to issue the 2003 Bonds;

B. Each of the limitations and other conditions to the issuance of the 2003 Bonds in the Act, the Bond Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met; and pursuant to § 350.708, Bond Act, this determination of the Board that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

C. This ordinance pertains to the sale, issuance and payment of the 2003 Bonds; this declaration shall be conclusive in the absence of fraud or gross abuse of discretion in accordance with the provisions of NRS § 350.579(2).

**WHEREAS**, there have been presented to the Board at this meeting (i) the proposed form of the Trust Indenture, (ii) the proposed form of the Escrow Agreement, between the County and the Trustee (the "Escrow Agreement"); (iii) the proposed form of the Letter of Representations between the County and The Depository Trust Company, (iv) the proposed form of Bond Purchase Agreement (the "Bond Purchase Agreement") between the County and the Purchaser, (v) the proposed form of the Continuing Disclosure Agreement between the County and the Trustee (the "Disclosure Agreement") and (vi) the proposed form of the Preliminary Official Statement (the "Preliminary Official Statement") to be used by the Purchaser in connection with the offering of the 2003 Bonds;

**NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DO ORDAIN:**

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 23 2003 Refunding Bond Ordinance" (the "Ordinance").

Section 2. All actions, proceedings, matters and things heretofore taken, had and done by the County and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the Refunding Project, and the issuance of the 2003 Bonds to provide funds to pay the costs of the Refunding Project be, and the same hereby are, ratified, approved and confirmed.

Section 3. To provide the funds for the Refunding Project, the County hereby authorizes the issuance of its local improvement bonds under the Act, the Bond Act and the Supplemental Bond Act, to be designated the "Washoe County, Nevada Special Assessment District No. 23 (ArrowCreek) Senior Local Improvement Refunding Bonds, 2003 Series A" and "Washoe County, Nevada, Special Assessment District No. 23 (ArrowCreek) Subordinate Local Improvement Refunding Bonds, 2003 Series B." The 2003 Bonds shall be in an aggregate principal amount, mature in the years and amounts, bear interest (including interest evidenced by supplemental interest coupons (the "Registered Coupons")) and be subject to redemption as provided in a Certificate of the County Finance Director prior to the delivery of the 2003 Bonds. The 2003 Bonds and Registered Coupons shall be dated, shall be substantially in the forms and in the denominations and shall have the terms and provisions (including, without limitation, provisions relating to their registration, authentication and redemption) provided for in the Trust Indenture. The 2003 Bonds are payable solely from the proceeds of the assessments against a portion of the specially benefitted lots, tracts and parcels of land in the District and from the other sources set forth in the Indenture. The provisions of Sections 271.428, 271.495 and 271.500, Nevada Revised Statutes do not apply to the 2003 Bonds.

Section 4. The forms, terms and provisions of the Trust Indenture, the Escrow Agreement, the Letter of Representations, the Disclosure Agreement, and the Bond Purchase Agreement be and they hereby are approved and the County shall enter into the Trust Indenture, the Escrow Agreement, the Letter of Representations, the Disclosure Agreement and the Bond Purchase Agreement in the forms of such documents presented to the Council at this meeting, with only such changes therein, if any, as are approved by the County Finance Director. The Chairman of the Board

is hereby authorized and directed to execute and deliver the Trust Indenture and the County Clerk is hereby authorized and directed to affix the County seal to and to attest such document and the Finance Director is hereby authorized to execute the Escrow Agreement and the Disclosure Agreement. The County Finance Director is hereby authorized and directed to execute and deliver the Letter of Representations and the Bond Purchase Agreement.

Section 5. The forms, terms and provisions of the 2003 Bonds and Registered Coupons, in the forms contained in the Trust Indenture, be and they hereby are approved, with only such changes therein, if any, as are not inconsistent herewith; the Chairman is hereby authorized and directed to execute the 2003 Bonds, the County Treasurer is hereby authorized and directed to countersign the 2003 Bonds and the County Clerk is hereby authorized and directed to affix the County seal to and to attest the 2003 Bonds; and the Treasurer is hereby authorized and directed to execute the Registered Coupons. Such signatures of the Chairman, the County Treasurer and the County Clerk and the seal of the County shall be by facsimile or manually affixed. In case any official whose signature should appear on any Bond or Registered Coupon shall cease to be such official before the delivery of such Bond or Registered Coupon, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

Section 6. The County hereby authorizes, ratifies and confirms the use of the Preliminary Official Statement by the Purchaser in connection with the offering of the 2003 Bonds and hereby approves the distribution by the Purchaser of a final Official Statement in connection with the offering of the 2003 Bonds, which final Official Statement shall be substantially in the form of the Preliminary Official Statement with only such changes as shall be approved in writing by the Finance Director.

Section 7. The officers of the County shall take all action in conformity with the Act necessary or reasonably required to effectuate the issuance of the 2003 Bonds and shall take all action necessary or desirable in conformity with the Act to acquire and improve the Refunding Project and to carry out, give effect to and consummate the transactions contemplated by this Ordinance, the Trust Indenture, the Escrow Agreement, the Letter of Representations and the Bond Purchase Agreement, including without limitation the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the 2003 Bonds.

Section 8. This Ordinance is adopted by virtue of the Act, the Supplemental Bond Act and the Bond Act and pursuant to their provisions; and the County has ascertained and hereby determines that each and every matter and thing as to which provision is made herein is necessary in order to carry out and to effectuate the purposes of the County in accordance with the Act, the Supplemental Bond Act and the Bond Act, and as provided in NRS 350.708 all limitations in the Bond Act imposed upon the issuance of bonds or other securities thereunder have been met.

Section 9. The County has determined and does hereby declare:

a. The estimated life or estimated period of usefulness of the improvements to be refinanced with the proceeds of the 2003 Bonds is not less than 8 years; and

b. The 2003 Bonds shall mature at times not exceeding such estimated life or estimated period of usefulness.

Section 10. It is necessary and for the best interests of the County and the inhabitants thereof that the County effect the Refunding Project and defray the cost thereof by issuing the 2003 Bonds therefor; and it is hereby so determined and declared.

Section 11. All actions, proceedings, matters and things heretofore taken, had and done by the Council and the officers of the County (not inconsistent with the provisions of this Ordinance), concerning the District, including but not limited to the performing of all prerequisites to the creation of the District, the implementation of the Refunding Project, the determination of the specially benefitted property therein, the levy of assessments and the issuance and sale of the 2003 Bonds for that purpose, be, and the same hereby are, ratified, approved and confirmed.

Section 12. The County hereby elects to redeem the 1997 Bonds on November 1, 2003 at a price equal to the principal amount thereof, accrued interest to the redemption date and a premium of 2% of the principal amount thereof. Notice of redemption shall be given in the name of and on behalf of the County by the Trustee, by mailing a copy of a notice of defeasance and prior redemption at least once not less than 15 days nor more than 60 days before the Redemption Date, by first class, postage prepaid mail, to at least the registered owners of any 1997 Bond at his or her address as it last appears on the registration records kept by the Trustee.

The Notice of Prior Redemption shall be in substantially the following form:

(FORM OF NOTICE OF PRIOR REDEMPTION)

**NOTICE OF PRIOR REDEMPTION**

**OF**

**WASHOE COUNTY, NEVADA  
SPECIAL ASSESSMENT DISTRICT NO. 23 (ARROWCREEK)  
LOCAL IMPROVEMENT BONDS, SERIES NOVEMBER 1, 1997**

**CUSIP NUMBERS**

**NOTICE IS HEREBY GIVEN** that the Washoe County, Nevada (the "County") has caused to be deposited in escrow with Wells Fargo Bank Arizona, National Association, refunding bond proceeds and other moneys which have been invested (except for an initial cash balance remaining uninvested) in bills, notes, bonds, and similar securities which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States of America, to refund, pay, and discharge the principal, interest and prior redemption premiums on that portion of the outstanding "Washoe County, Nevada Special Assessment District No. 23 (ArrowCreek) Local Improvement Bonds, Series November 1, 1997" (the "Refunded Bonds").

Refunded Bonds in the aggregate principal amount of \$ \_\_\_\_\_ are called for redemption on November 1, 2003. On such date the principal amount thereof, accrued interest thereon to the redemption date, and a premium equal to two percent (2.0%) of the principal amount of each Refunded Bond so redeemed will become due and payable at the office of \_\_\_\_\_, and thereafter interest will cease to accrue.

According to a report pertaining to such escrow of The Arbitrage Group, the escrow, including the known minimum yield from such investments and the initial cash balance remaining uninvested, is fully sufficient at the time of the deposit and at all times subsequently, to pay the principal, interest and prior redemption premiums on the Refunded Bonds as the same become due, and upon the redemption of the Refunded Bonds on November 1, 2003.

In compliance with the Comprehensive National Energy Policy Act of 1992 (H.R. 776) and Dividend Compliance Act of 1983, the Paying Agent is required to withhold 31% from payments of principal to individuals who fail to furnish valid Taxpayer Identification Numbers. A completed form W-9 should be presented with your Refunded Bond.

The CUSIP numbers have been assigned to this issue by Standard & Poor's Corporation and are included solely for the convenience of the bondholders. Neither the County nor the Paying Agent shall be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to their correctness on the Refunded Bonds or as indicated in any redemption notice.

**DATED** on this \_\_\_\_\_, 2003.

WELLS FARGO BANK ARIZONA, N.A.  
as Escrow Agent

/s/ \_\_\_\_\_  
Authorized Officer

(End of Form of Notice of Prior Redemption and Defeasance)



Section 13. 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.

Section 14. Because the Board has expressed in the preambles of this Ordinance that this Ordinance pertains to the sale, issuance and payment of the Bonds, this Ordinance may accordingly be adopted as if an emergency now exists, and may become effective at any time when an emergency ordinance of the County may go into effect. Consequently, pursuant to NRS 271.308, 271.475 and 244.095 through 244.115, final action shall be taken immediately, and this Ordinance shall be in effect from and after its publication by title and collateral statement as provided in this Ordinance. After this Ordinance is signed by the Chairman and attested and sealed by the Clerk, this Ordinance shall be published twice by title only, together with the names of the Board members voting for or against its passage, such publication to be made in a newspaper published and having a general circulation in the County, and such publication to be in substantially the following form:

(Form of Publication)

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

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

(of Washoe County, Nevada)

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY WASHOE COUNTY OF ITS SPECIAL ASSESSMENT DISTRICT NO. 23 (ARROWCREEK) SENIOR LOCAL IMPROVEMENT REFUNDING BONDS, 2003 SERIES A, AND SUBORDINATE LOCAL IMPROVEMENT REFUNDING BONDS, 2003 SERIES B IN THE COMBINED MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$9,846,538 TO REFUND CERTAIN OUTSTANDING BONDS ISSUED FOR ARROWCREEK, A PLANNED COMMUNITY DEVELOPMENT IN SOUTHWEST RENO; PROVIDING FOR ITS ADOPTION AS IF AN EMERGENCY EXISTS; AND PROVIDING THE EFFECTIVE DATE OF THE ORDINANCE.**

**PUBLIC NOTICE IS HEREBY GIVEN** that typewritten copies of the above-numbered and entitled Ordinance are available for inspection by the interested parties at the office of the County Clerk of Washoe County, Nevada, at her office at the County Courthouse, Virginia and Court Streets, Reno, Nevada; and that said Ordinance was proposed by Commissioner \_\_\_\_\_ on September 16, 2003, and following a public hearing, was passed and adopted without amendment at a regular meeting held not more than 35 days after the close of the hearing, i.e., at the regular meeting on September 16, 2003, by the following vote of the Board of County Commissioners:

Those Voting Aye:

Jim Galloway  
David Humke  
Pete Sferrazza  
Jim Shaw  
Bonnie Weber

Those Voting Nay:

\_\_\_\_\_

Those Absent:

\_\_\_\_\_

\_\_\_\_\_

This Ordinance shall be in full force and effect from and after \_\_\_\_\_, 2003, i.e., the date of the second publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the Board of County Commissioners of Washoe County, Nevada, has caused this Ordinance to be published by title only.

DATED: \_\_\_\_\_, 2003.

/s/ David Humke  
Chairman  
Board of County Commissioners  
Washoe County, Nevada

(SEAL)  
Attest:

/s/ Amy Harvey  
County Clerk

(End of Form of Publication)

Section 15. If any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Proposed on September 16, 2003.  
Proposed by Commissioner SHAW  
Passed on September 16, 2003.

Those Voting Aye: Jim Galloway  
David Humke  
Pete Sferrazza  
Jim Shaw  
Bonnie Weber  
Those Voting Nay: (NONE)  
Absent: (NONE)

David E. Humke  
Chairman  
Board of County Commissioners  
Washoe County, Nevada

(SEAL)

Attest:

Jancy L. R. Chief Deputy  
County Clerk

This ordinance shall be in force and effect from and after SEPTEMBER 26, 2003, the date of the second publication of such ordinance by its title only.

STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF WASHOE    )

I, Amy Harvey, am the duly chosen and qualified Clerk of Washoe County, and in the performance of my duties as Clerk do hereby certify:

1. The foregoing pages are a full and correct copy of an Ordinance adopted on September 16, 2003 which relates to Special Assessment District No. 23 (ArrowCreek). Such copy of such ordinance is a true, correct, compared copy of the original proposed and adopted at such meeting.

2. All members of the Board were given due and proper notice of such meetings, and the members of the Board voted on such ordinance as set forth in the ordinance.

3. Public notice of such meeting was given and such meetings were held and conducted in full compliance with the provisions of NRS § 241.020. Pursuant to NRS § 241.020, written notice of such meeting was given by 9:00 a.m. at least three working days before the meeting:

- (a) By mailing a copy of the notice to each member of the Board,
- (b) By posting a copy of the notice at the principal office of the

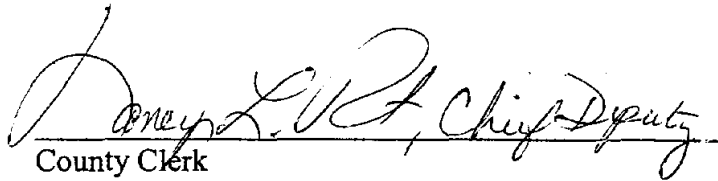
Board, or if there is no principal office, at the building in which the meeting was held, and at least three other separate, prominent places within the jurisdiction of the Board, to wit:

- 1. Washoe County Administration Complex  
1001 East Ninth Street  
Reno, Nevada
- 2. Washoe County Courthouse  
Virginia and Court Streets  
Reno, Nevada
- 3. Washoe County Library  
301 South Center Street  
Reno, Nevada

4. Justice Court  
630 Greenbrae Drive  
Sparks, Nevada

(c) By mailing a copy of the notice to each person, if any, who had requested notice of the meetings of the Board in the same manner in which notice is required to be mailed to a member of the Board.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of Washoe County, Nevada, this September 16, 2003.

  
County Clerk

**EXHIBIT "A"**

**(Attach Notice of September 16, 2003 Meeting)**

COUNTY COMMISSIONERS

David Humke, Chairman  
Jim Shaw, Vice-Chairman  
Jim Galloway  
Pete Sferrazza  
Bonnie Weber

COUNTY MANAGER

Katy Singlaub

ASSISTANT  
DISTRICT ATTORNEY

Madelyn Shipman

AGENDA

MEETING OF

WASHOE COUNTY BOARD OF COMMISSIONERS

COMMISSION CHAMBERS - 1001 E. 9th Street, Reno, Nevada

September 16, 2003

**NOTE:** Items on the agenda without a time designation may not necessarily be considered in the order in which they appear on the agenda. Items may be moved to the Consent Agenda at the beginning of the Board Meeting.

The Washoe County Commission Chambers are accessible to the disabled. If you require special arrangements for the meeting, please call the County Manager's Office, 328-2000, 24-hours prior to the meeting.

An Agenda CAUCUS Meeting will be held in the Commission Caucus Room (1001 E. 9<sup>th</sup> St., 2<sup>nd</sup> Floor, Reno) on MONDAY, September 15, 2003 at 1:30 p.m. in order to review agenda items for the regular meeting of the Washoe County Board of Commissioners as described below. Said review, if requested by the Commission, is limited to brief staff presentation of issue and may include review of background information and questions to be answered at the regular meeting. The Commission, at the Caucus Meeting, may also consider possible items for placement on the September 23, 2003 Commission Agenda.

Public Comment: Limited to three minutes per person and limited to matters other than the agenda items that will be heard at the Commission Meeting. Persons are invited to submit comments in writing on agenda items and/or attend and make comment on that item at the Commission Meeting.

Pursuant to NRS 241.020, the Agenda for the Commission Meeting has been posted at the following locations: Washoe County Administration Building (1001 E. 9<sup>th</sup> Street), Washoe County Courthouse-Clerk's Office (Court and Virginia Streets), Washoe County Central Library (301 South Center Street) and Sparks Justice Court (630 Greenbrae Drive). At the meeting, after salute to the flag and roll call, the Board of County Commissioners may vote on the following items as the Board and, ex-officio, as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District, the Board of Fire Commissioners for the Sierra Forest Fire Protection District and/or the Board of Trustees of either the Lawton/Verdi or South Truckee Meadows General Improvement Districts.

Support documentation for items on the agenda, provided to the Washoe County Board of Commissioners, is available to members of the public at the County Manager's Office (1001 E. 9<sup>th</sup> St., 2nd Floor, Reno, Nevada) and on the County's website at [www.co.washoe.nv.us](http://www.co.washoe.nv.us).

Unless otherwise indicated by asterisk (\*), all items on the agenda are action items upon which the Board of County Commissioners will take action.



21. Introduction and adoption of an Ordinance authorizing the issuance and sale by Washoe County of its Special Assessment District No. 23 (Arrowcreek) Senior Local Improvement Refunding Bonds, 2003 Series A, and Subordinate Local Improvement Refunding Bonds, 2003 Series B in the combined maximum aggregate principal amount of \$9,846,538 to refund certain outstanding bonds issued for Arrowcreek, a planned community development in Southwest Reno; providing for its adoption as if an emergency exists; and providing the effective date of the Ordinance.
  
22. Emergency Items.

**EXHIBIT "B"**

**(Attach Affidavit of Publication of the Ordinance)**



# WASHOE COUNTY

"To Protect and To Serve"



**WASHOE COUNTY PLANNING COMMISSION**  
**DEPARTMENT OF DEVELOPMENT REVIEW**  
**Michael A. Harper, AICP, Director**

Development Review (702) 328-6100  
Business License Div. (702) 328-3733  
FAX (702) 328-3648

**MEMBERS:**  
Lynette Preku, Chair  
Ann Johnson  
L. H. "Buck" Metcalf

## MEMORANDUM

**Robert C. Oakes**  
**Greg Reddicks**  
**Alan Fl. Rock**  
**Robert Strobel**

**TO:** Washoe County Board of County Commissioners

**FROM:** Washoe County Planning Commission

**RE:** Development Agreement Case No. DA9-1-93

**DATE:** January 26, 1994

Initialed By:

### GENERAL INFORMATION SUMMARY

**APPLICANT:** Dingman Investments

**REQUESTED ACTION:** To develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The total acreage of the project is  $\pm 3,171.6$  acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN:49-010-04, 49-010-10 and 41-030-12)

### WCPC RECOMMENDATIONS/FINDINGS

At its regular meeting of January 18, 1994, the Washoe County Planning Commission considered the above referenced case and, following a public hearing, recommended approval of Development Agreement Case No. DA9-1-93. This recommendation is based upon the following findings:

1. That this request conforms to the goals and policies of the adopted Southwest Truckee Meadows Area Plan;
2. That the requested subdivision is consistent with the density provisions and lot size regulations of the Washoe County Development Code;
3. The requested development agreement is consistent with the provisions of Section 814 of the Washoe County Development Code;
4. The physical design of the project and the manner in which the design does make adequate provision for public services;
5. The site is particularly suitable for the density and type of residential development proposed;

6. The amount, purpose and location of common open space provided in the proposed project is adequate as related to the proposed density and type of residential development;
7. The proposed maintenance and conservation of common open space is adequate to serve the proposed project;
8. The terms and conditions of this development agreement are sufficient to protect the interests of the public, residents, and the owners of the land subject to the development agreement in the integrity of the plan;
9. The conditions of approval ensure consideration of the items cited in NRS 278.349; and
10. That the Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

Ayes: Johnson, Metcalf, Oakes, Preku, Reddicks, Rock,  
Nays: Strobel  
Abstained: None  
Absent: None

Mike Harper introduced Agenda Item 4. He advised that the Commission's action this evening would be a recommendation to the Washoe County Commission. Four of the seven members present must approve the recommendation.

Jeff Murphree summarized the staff report dated January 11, 1994 recommending approval with conditions. Since the last meeting on this subject, notices of this public hearing had been sent to the residents of the Government Tract and to those along Zolezzi Lane.

Mr. Murphree noted the areas where the staff and the applicant had not agreed and required direction from the Planning Commission. First, the applicant has revised the concept plan which now shows Whites Creek Road as the only primary access to the development with a gated emergency access along Zolezzi Lane. Construction traffic would use Zolezzi Lane ingress only, until such time as Whites Creek Lane is completed. Based on previous Commission actions, staff is recommending, he said, a second access to the property through Welcome Way and that access be constructed to County local street standards. Other developments in the immediate area where a second access had been required were: Whites Creek Unit 2, Wedge Parkway, Saddlehorn, and Montreux.

Mr. Murphree noted that the residents of the Field Creek Subdivision directly adjacent to where Whites Creek Lane is to be constructed are concerned, claiming that when they purchase their homes they were not informed that the road would be built. He noted that the alignment had been on the area plan since 1984.

The second area of disagreement had to do with the need for a flood detention facility proposed to be constructed along Thomas Creek. Both proposed sites are located on the Southwest Point property where the school and park sites are proposed. Staff is recommending that the southerly

site be reserved for a period of five years, and if the facility is constructed, the property be dedicated to the County. Given the size and impact of the facility on the project, the applicant would prefer that it not be located there, and if it is constructed, that the County pay fair market value for the land.

Public responses were summarized by Mr. Murphree. They were received from the City of Reno, Thomas Creek Estates Home Owners Association, resident Jack Crowley, the Forest Service and the Washoe Tribe of Nevada and California. These written communications are on file with the Department of Development Review. Mr. Murphree also noted a call from Bob Howard who does not want Thomas Creek Road to be used for construction but does support the application.

Mr. Murphree reminded the Commission and audience that, if the development agreement is approved this evening, it must then be presented to the Board of Commissioners then to the Truckee Meadows Regional Planning Agency.

Brita Tryggvi, CFA, Inc., representing the applicant, present with Jeff Dingman and Rick Gardner of Dingman Investments, and Jerry Smith with the Redfield Land Company, the property owner, Alex Fittinghoff with CFA and Paul Solaegui, traffic engineer, briefly gave an overview of the project. Ms. Tryggvi directed the Commission's attention to a letter dated January 18, 1994, in which two amended conditions (traffic and drainage) and one additional condition (open space) are proposed. This letter is on file with the Department of Development Review. The primary issue with this application, she said, is traffic. The applicant believes it has come up with the solution. It is proposing a special assessment district be created consisting of the Redfield Land Company, the developers of Pinetree Ranch property, the developers of the Wedge Meadows subdivision and possibly the Dorostkars. Additionally, the School District would also be a participant. Preliminary meetings with County staff and the Board of County Commissioners received this idea in a positive manner, she said. The benefit to the County is that virtually all the remaining roadway improvements in the southwest will be constructed as a whole rather than piecemeal. Existing residents will benefit from the reduction of increased traffic and it puts the construction traffic as well as that generated by the applicant's development onto Whites Creek Lane. Should the special assessment district not be created, staff has added Condition No. 20, which would require the developer to construct Whites Creek Lane to Wedge Parkway.

With regard to the concerns of the fourteen residents abutting Whites Creek Lane, the developer has and is willing to meet and work with those residents to discuss their individual circumstances, whether fencing or landscaping. These types of things can easily be included in the assessment district.

Ms. Tryggvi stated that there are two items in the staff report with which the developer disagrees. The first item, construction of secondary residential access to Zolezzi Lane. The developers had designed their project to avoid all access to Zolezzi Lane. Instead they were proposing, with the construction of Whites Creek Lane, four lanes with a 30-foot median, with all utilities under one side of the road. If there were an accident, the other side of the road could be turned into two way traffic. She said she had spoken with the Truckee Meadows Fire Protection District who agreed that the emergency access to Zolezzi Lane and the government tracts in addition to Whites Creek Road was sufficient for their purposes.

The second item of disagreement is the Thomas Creek detention basin. In the developer's opinion, the basin has absolutely no benefit to Southwest Pointe because the flooding occurs some distance downstream. She noted that the County had submitted the project to the Corps of Engineers for funding and was denied because it was economically infeasible. The cost would be approximately \$5.5 million with only eighty-two affected structures presently downstream, about

\$70,000 per structure. She asked that the Planning Commission delete this Condition. The school district desires to construct a middle school on the site and the detention basin would eliminate that site as well as the site for the proposed neighborhood park. If the Planning Commission should choose not to delete this Condition, she suggested the language in her January 18, 1994 memorandum, specifically that the County pay fair market value for the property.

Commissioner Metcalf referred to the letter from the Washoe Tribe of Nevada and California and asked about the request for a survey. Ms. Trygvvi responded that the County has a standard condition, appearing on page 21 of the staff report. Mr. Harper stated that the key difference in what is being required with this development and what is being asked for by the Tribe is a request that not only a study be done but that a program for possible excavation and preservation be required. He added that there is some question about the extent of that requirement by the Regional Plan.

Commissioner Preku asked if the possibility of small ponds instead of one large retention facility had been investigated. Ms. Tryggvi stated that the County staff would need to respond to the question. However, something more aesthetic, if feasible, would be of greater benefit to the community as a whole.

Leonard Crowe, Natural Resource Planner, Department of Comprehensive Planning and Acting Flood Control Manager, submitted copies of the flood insurance maps for the area in question. The Southwest Pointe project had decided to control its runoff onsite with small detention facilities. The issue is flooding that occurs currently downstream from the project and is due to the basin as a whole. He illustrated that area of flooding. He explained that in this instance the county watershed flows into the existing urban areas of the City of Reno and there is no ability to create channels to carry the waters. The consultant had determined two feasible sites for a flood detention facility, the first straddling Thomas Creek at an estimated \$7 million and a second off-line facility at an estimated cost of \$5 million. The Army Corps of Engineers rejected this project primarily because it currently benefits only eight-two structures. However, he noted there will not always be so few structures. It is an urbanizing area. At some point in the future the problem will be worse because of the number of structure that will be there and the project will become more feasible. The County would like to pursue the feasibility of forming a special assessment district with the downstream property owners.

Commissioner Reddicks asked about the possibility of creating a usable lake and the impact on water rights downstream. He added that he was thinking about a retention situation creating a benefit to the community for recreational purposes and function like Boca reservoir. He said his concern is that a structure will be built and a hundred years may pass before the facility realizes a beneficial use. Mr. Crowe stated that a detention facility would tend to increase the value of water rights.

In response to Commissioner Preku, Mr. Crowe stated that the last major flood on the Whites Creek was in 1964 or 1965.

Chairman Preku then opened the public hearing.

Pat Powell, 13440 Field Creek Lane, Reno, stated she had lived in the Field Creek subdivision for about one year. She said she came to this hearing angry because she had just recently become aware that her backyard will be abutting a four-lane highway that will have construction traffic for fifteen years. She said she had done a lot of research in deciding to purchase her home and the deciding factor was the quality of life and view. Her husband, she said, talked to the County and Toiyabe National Forest. They had been informed that there would be no significant impacts on

their view of Mt. Rose. She stated that, although staff said that homeowners had been notified, she and her husband had not received one. She said that she felt "ripped off" and was appalled at the cavalier attitude in a sensitive area in regard to flooding and the native artifacts. She said she would assume those types of studies would be done long before the County considered a project like this. She said it was her retirement money and investment that was being impacted. In addition to the ineptitude of the County with regard to its misinformation, Mrs. Powell stated that they had been misled by the developer who said it would be a two-lane road which would not be constructed for six or seven years. She did not realize that this would be a construction route, that would be off Mt. Rose Highway.

Karen Faust, 14285 Windriver East, Reno, in the Saddlehorn development, stated that when the project was first brought to attention of her neighborhood it was done by the developer. However there had been considerable changes since that time. The traffic plan is off base. She could not see anyone using the circuitous routes it dictates when they could stay on Thomas Creek to Mt. Rose and east to the freeway. She said she did not see how the developer can control where contractors and subcontract will be taking their construction vehicles. In addition, she said, there is still construction in the Saddlehorn and Field Creek developments. She said she felt that her development would also see a reduction in property values. Even though the amended area plan indicates Whites Creek Road there was nothing to say that it could not be amended based on what is happening now, rather than what happened in 1989. Southwest Pointe should have its own access off of Mt. Rose Highway and not ask the people of the Shadow Ridge, Field Creek and Thomas Creek subdivisions to take on their problems.

Doug Powell, 13440 Field Creek Lane, confirmed what his wife said about the difficulty in obtaining information from County staff. He relied on their representations in making his financial investment and he felt there was some responsibility on the part of the County. He said he understood the different arguments against the different accesses for this development and he had looked at the reasons for not having a north/south road from Lakeside and Plumas in the Plan. They are all equally applicable. He recommended Mt. Rose as access for Southwest Pointe. He expressed concern regarding the relationship between developer and staff. The conditions noted at the last hearing had been watered down considerably, particularly those relating to the archeological study. He recommended that any decision be delayed due to the way he and his neighbors had been misled.

Bruno Menicucci, 13405 Field Creek Lane, Reno, stated he heartily agreed with the previous speakers. The individual owners of Field Creek have never been notified that there is a roadway proposed. None of the developer's maps show any indication of Whites Creek. He said, from what he could gather, none of the County staff had known that the road was being proposed. He asked that the Commission ask staff to reconsider the area plan. In the 1980's a tremendous amount of pressure came upon the County to eliminate a north/south roadway in the area. Today, however, the demographics are very different than what they were in the 1980's. The key would be an extension to Mt. Rose. Mr. Menicucci also informed the Commission of the possibility of a class action suit because of the lack of disclosure on the part of the developer.

Mr. Harper noted that one speaker referred to an archeological survey. He stated that there is a condition that requires an archeological survey prior to ground breaking. Regarding Whites Creek Lane, the speakers are correct that they would not have been notified about the roadway because it was dedicated prior to any lots being created. That one-hundred foot right of way was negotiated with the applicant at the time the subdivision was proposed. He read from the Field Creek Subdivision staff report in which the dedication was noted. He said that street had been on the streets and highways master plan since 1984.

Randy Heuer, 13470 Field Creek, Reno, stated that no one is saying they do not want growth, it is inevitable. The developers have the right to develop their land and the residents have rights also. The citizens rights include a quality of life free of noise and pollution and to protect their investments and property values. What is unfair here, he said, is that Southwest Pointe's development and the County staff want the existing residents to bare all the impact of a thirty-one acre project. What would be fair is to devise a plan that would equally distribute the byproduct of Southwest Pointe to all areas of the master plan. He asked that the citizens as current taxpayers be given as much or more consideration than the developers.

Louis Muller, 13530 Field Creek Lane, Reno, added that when the staff originally negotiated the easement there was no economic reality. Today there are about twenty-five homes in Field Creek which will be devalued. The homes in Saddlehorn will be devalued. Perhaps, he suggested, the developers would consider a special assessment district to mitigate the impact. It appears that the current residents are victims of the past and that the circumstances of a decade ago no longer apply. He joined with others how asked the Commission to iniate a study to find an alternative to Whitescreek Lane.

Anne Shrake, 13540 Field Creek Lane, Reno, stated she felt compelled to state her opposition to the construction of Whitescreek Lane. The construction of the road will destroy the qualities that lead the residents to construct their homes: open space, beautiful views and room for their children to explore. The area is rural in nature construction of the road will put an end to the bicycling, jogging, equestrians, and children out having adventures. The purchase of a home is a family's biggest and most important investment. There will be major decreases in property values as will as the impact on lifestyles. In order to serve Southwest Pointe, the construction of Whitescreek Lane will sacrifice both the environment and financial well-being of the residents of Field Creek and Saddlehorn only to further enrich the developers of Southwest Pointe. If the subdivision is approved access via Whitescreek is inappropriate. Not only the residents of Field Creek believe Mt. Rose will serve as a better access, but also the Sheriff and the Division of Forestry recommend a north/south access in appropriate.

David Brody, 13460 Field Creek Lane, Reno, stated that his one of the homes that abut up to the Whites Creek right-of-way. He asked that the commissioners not only understand that the residents of the existing community not only have a substantial investment but they placed their future in the quality of life that community afforded. With the potential loss there is the question of safety. He said the thoroughfare will soon be thirty-five feet from his back porch. The that this project will cause needs to be addressed. He asked that the Commission look at a justified stance: There are existing homes there today, Thomas Creek Lane is there today, and Whites Creek Lane is not. The Whites Creek Lane project should, therefore, he claimed, be stopped or reevaluated. Develop what is best for the community, giving precedence to the people who are already there as opposed to what is proposed.

Brad Swenson, 13550 Field Creek Lane, Reno, agreed with his predecessors in opposition to Whites Creek Lane. He said he just did not want that traffic in his backyard. He moved to the area to get away from traffic. Also, the traffic through the subdivisions have not been addressed. It was his fear that much of the additional traffic generated from Southwest Pointe would use Zolezzi through Edmunds and Foothill to head north to town. He proposed an alternate route, preferably to the Mt. Rose Highway from the intersection of Thomas Creek Road, less than one mile. He said he was not opposed to the subdivision, unless the road is the subdivision.

Paula Berkley, Berkley and Associates, 908 Nixon Avenue, Reno, representing the Washoe Tribe of Nevada and California, noted the letter dated January 18, 1993, wherein the Tribe noted the subject site is in a known culturally sensitive area and had requested that a condition of approval



be added requiring a full archeological plan to be approved by the Tribe as required by the Regional Plan. Ms. Berkley stated that the Tribe would like to work with the developer as soon as possible.

Jack Crowley, 12920 Thomas Creek Road, representing the Thomas Creek Estates Homeowners Association, noted its letter of January 14, 1994. He said the Association does not oppose using Thomas Creek Road from Whites Creek Lane to Mt. Rose Highway as an access. Currently the residents of Thomas Creek Estates, one hundred and sixty-eight homes, has borne ten years of truck traffic. Saddlehorn and Field Creek traffic has already devalued their properties. The Association favors the current proposed Southwest Pointe plan. It opposes the use of Welcome Way to Zolezzi Lane as an access to the subdivision. The people on Zolezzi Lane have already experienced a tremendous amount of traffic. The Association does take issue with the timing of the completion of Whites Creek Road. Instead of tying the completion of Whites Creek to the 85th building permit, the Association would like the condition to require a time for completion of one year from the date of the first ground breaking and that all construction traffic be required to use that road when completed.

Cory Kristie, 2060 Rockhaven Drive, Reno, stated that he was a resident of Thomas Creek Estates and was Vice President of the homeowners association added his support to the statements of Mr. Crowley before him.

Richard Heikka, 5650 Mt. Rose Highway, Reno, said he had lived in the government tract for seventeen years and his neighbor had lived their for forty years. He said it is easy for people to suggest that the north/south road be moved to the government tract area removing it from their backyard, but it places it in his backyard. He said he had spent personally \$10,000 maintaining the private roads in the government tract. He personally got the fire station built and the built the culvert on Mountain Ranch Road to provide access to the subdivision. The only public right-of-way that exists is 700 feet of Mountain Ranch Road. The remainder is private. There are no easements. There is no way to get from Southwest Pointe to Mt. Rose Highway.

Rob Nichols, 4185 Wild Eagle Terrace, Reno, representing Saddlehorn Management, stated that he and his partners were not opposed to the project as a whole and the representative the developer had worked with them in negating the concerns they did have. He reminded the Commissioners of the conditions that were placed on Saddlehorn. First they were required to build a construction haul road off of Mt. Rose Highway. He agreed with a previous speaker that it is difficult to control where each and every construction truck goes. Saddlehorn Development Company was then required to build the entire Thomas Creek Road to 100 percent completion on their own. He said if you compare that with the cost of Whites Creek Lane,, the cost per lot is almost identical. Thomas Creek was designed as a pretty road and Mr. Nichols was concerned that Thomas Creek not be destroyed by construction haul road traffic. He felt it was important that the Commission be consistent in applying conditions to the various subdivisions. In summary, he asked that an alternative be found for construction traffic and. if Whites Creek is approved, that it swing out to the north and bermed as it is proposed for Field Creek.

Cynthia Edwards, 13180 Thomas Creek Road, Reno, stated that traffic currently is unacceptable and additional traffic would be devastating. She said the Sheriff's Department does what it can in the area and the citizens have petitioned and received two stop signs. Some other method must be devised and the people on Thomas Creek should not be sacrificed for this project.

Randy Jackson, 13160 Thomas Creek Road, Reno, noted that staff had make recommendations that should be considered. He said access to the development from Zolezzi Lane through Welcome Lane is unacceptable. Zolezzi Lane is already overworked and Zolezzi as emergency

access only is a good alternative. He said he agreed with the north/south road alternatives. It is important that the Commission chose the decision that will have the least amount of impact.

Marilee Robertson, 16055 Edmunds Drive, Reno, stated her area is already impacted by a great deal of traffic. She was surprised to learn that the people abutting Whites Creek Road did not know that it would be constructed because when their subdivision was being proposed it was on the map. This, she said, was the reason she and many of her neighbors did not oppose Field Creek. She expressed her concern that the golf course will be built before there is a road. This together with the construction traffic will have serious impacts. Another of her concerns was for the flood control issue. In the 1986 flooding, she lost part of her driveway to flooding.

Elaine Walker, 13200 Thomas Creek Road, Reno, reported that she purchased her home in 1984. They had watched the development of Saddlehorn and Field Creek and appreciate the appreciation of her home due to the development of those homes above her. She said she felt the community should stick together, to work on speed limits and their roads. In 1984 she was aware of the proposed developments. She is a golfer and was excited about the golf course proposed below her which has not materialized. She said she was aware of the proposed Whites Creek Lane and looked forward to its construction to alleviate the traffic on Thomas Creek Road. She asked the Commission to stick with the plan as it is.

Ted Sindlinger, 12935 Thomas Creek Road, Reno, reiterated his fellow neighbors had said. He said the real issue is the traffic problem complicated by extra abuse of more construction traffic. He said he sympathized with those speakers who had spoken of aesthetics, property values and concern for their children. However, there is no way to illustrate his anxiety when his children have to cross Thomas Creek Road. He said they resident cannot tolerate more traffic. The president of the homeowners association had been rear ended while stopped at a stop sign.

Steven T. Walther, 8895 Lakeside Drive, Reno, former member of the Southwest Citizens Advisory Board and resident since 1948, gave a history from the years 1982-84, the first time that a land use and transportation plan was proposed for the area. All of the citizens were deeply involved. The question at the time was how to deal with a piece of property as large as the Redfield property. There was no doubt, he said, that whatever resulted from the development of that property would drive the success of the whole plan. What ultimately resulted was that it did not make sense to build a road through the top of the foothills when a freeway going to be constructed to serve north/south traffic. Whites Creek Lane became a compromise. It was to be between four and six lanes of traffic because of the density being proposed at the time by Redfield including a forty-acre node of commercial property. The only way the plan would work was if the freeway was built. A number of private citizens flew to Washington, D.C., to determine if the freeway would be built in time to serve the Redfield development. There has been a line drawn indicating that road since February, 1983.

Tim Howsley, 4335 Wild Eagle Terrace, Reno, indicated that when he originally bought his house he went to the Planning Department and asked what was proposed behind this property and was told "absolutely nothing." Later they heard CFA who indicated there would be a minor road up to the Southwest Pointe subdivision. They agreed with that provided it was placed 200 feet out, was depressed and bermed. Now it's become a four lane highway. He suggested that it be placed 400 feet away. He added that there was a major problem with the drop in elevation and that trucks would not be able to stop.

Rob Young, 13500 Field Creek Lane, Reno, reiterated the statements of previous property owners on Field Creek Lane. A very serious look at a north/south route should be undertaken.

**Washoe County Board of County Commissioners**

**Re: DA9-1-93 (Southwest Pointe)**

**January 26, 1994--Page 9**

Carol Young, 13500 Field Creek Lane, Reno, stated that she and her husband were the first owners there. They have a concern for the safety of their child. She said they have not built a fence behind their property because they like the view and that will be spoiled with the construction of the road.

John Zidich, 13480 Field Creek Lane, Reno, asked to correct one statement. It is not fourteen lots in the Field Creek subdivision who are affected, but 500 lots. Everyone spoke about quality of life, safety, and property values. Everyone is saying basically one thing: We are all impacted negatively by traffic generated by this project. It is not just the road, its the project. He asked the Commission to consider all the neighborhoods as one group.

Tom Casazza, 12930 Field Creek, Reno, said he was frustrated because although he knew from having served on the citizens advisory board that Whites Creek Lane was proposed, he had been told by realtors that road would never be built. When he was on the board, he pointed out that there was a need for a north/south road. At the time the plan as approved, there were very few people there. Whites Creek Lane is a good road is a good plan but it will not solve the problem. He agreed that the plan should be revisited and the possibility of a north/south road be investigated.

Carlo Giufurta, 14120 Saddlebow Drive, Reno, agree with the majority of speakers in opposition to Whites Creek Lane.

Craig Pinneo, 13190 Welcome Way, Reno, asked to be placed on record in agreement with those in opposition to the construction traffic problems. He wanted the Commission to consider the issue of the water detention basin. This, he said, would be a 70-foot high dam within 500 feet of the back of his home. It definitely effects him, he added, and he had never been notified about it. One other issue he noted was that schools are not generally built along electric lines. The school sites being proposed by the developer is in the area of a 25,000 volt distribution line.

Chair Preku recessed the meeting at 9:25 p.m.

Chair Preku reconvened the meeting at 9:45 p.m., noting that all Commissioners were present.

Peter Etchart, 14250 Wind River Lane, Reno. noted that clustering is referred to as 1/3 acre, and he noted 12,000 per acre. He said he would like to see 15,000 square foot lots.

Patricia DeBunch, 13050 Fellowship and 1325 Brush Lane, Reno, said there are already problems with traffic, particularly due to students of Galena High School. She said she would like to see the schools being proposed by the developer inside the subdivision, and the buffer be between schools and current residents. In 1986 outside her home there was six inches of water flowing across her property. She asked that the Commission consider the recommendations regarding the flood detention basin. Ms. DeBunch stated that she was an archeologist and would like to see that not only a good survey be done of the area but that there be an appropriate plan for valid recovery. If there is none, a lot of history will be lost..

John Gulick, 13435 Evening Song, Reno, agreed with those persons who spoke in opposition before him. Mr. Gulick was especially concerned about air pollution in the Truckee Meadows, stating that traffic that is requires to stop and idle creates more pollution than traffic that is able to keep moving. The south end of Southwest Pointe is very close to Mt. Rose. If he lived there, he would like to go to Mt. Rose, and from there to Reno, Carson City, Virginia City without stopping. He asked the Commission to consider that as a major part of its decision.

Patty Beers, 13055 Welcome Way, Reno, stated that she had lived at that address for eight years. She felt sorry for the homeowners of Field Creek who had been misinformed about the construction of Whites Creek Lane. She said that same developer had told the existing residents that the golf course would be constructed first before any homes, as well as equestrian trails. None of that has happened. She said she and her neighbors had been very patient with the traffic on Thomas Creek Road and it was time it stopped. Mt. Rose appeared to her to be the only accessible access.

William E. Hunt, 14220 Prairie Flower Court, Reno, proposed that there was an alternative to the proposed development and that was to not allow it as proposed and require houses on 1-1/2 acre lots.

Bruce Arkell, 4725 Britney Court, Reno, indicated that he had been involved with the roads in the area for a long time. The arguments being presented tonight are essentially the same as those of ten years ago--development is fine but there should be no roads to it. What has happened, however, is that the City of Reno and Washoe County has moved to implement the plan. Right of way to widen Thomas Creek has been returned to the property owners. The City of Reno approved the Bartley Ranch development which closed one of the possible north/south accesses and another west of Windy Hill. There is essentially one corridor at the top of the foothills and that is not feasible. The network was very carefully crafted, he said, to see about the level of development that has taken place. The County is now faced with the last piece of the puzzle. If the Commission decides to revisit the road network, Mr. Arkell cautioned that all of the options that were available ten years ago no longer exist.

Gene Sullivan, Director, Washoe County Parks Department, advised that Parks does not recommend for or against development, but if approved, is extremely interested in the 1,500 acres that has been proposed for open space. The property will preserve a deer wintering range, preserve a stream corridor and provide public access to land with trails. He was present to show interest in the open space.

Lyn McWilliams, 12510 Creek Crest Drive, Reno, stated that the people on Thomas Creek Road had put up with a tremendous amount of traffic and should not be made to endure that any longer. It was Mr. McWilliams opinion that there needs to be another route into Southwest Pointe and that the project is too large. He said he felt one golf course would be adequate and mentioned the amount of water required.

The following persons were present wishing to go on record in favor of the proposed development: Robert B. Archie, 13155 Thomas Creek Road, Reno; and Mike Raifaesen, 12995 Thomas Creek Road, Reno.

The following persons were present wishing to go on record in opposition to the proposed development: Caroline Fiufurta, 14120 Saddlebow Drive, Reno; David and Shirley Epperson, 12325 Field Creek Road, Reno; Elaine and Steve Gajewski, 12410 Field Creek Lane, Reno; Loni and Mark Ditsworth, 50 Margarita Court, Reno; Ronald and Jean Starr, 55 Margarita Court, Reno; Pam Zidich, 13480 Field Creek, Reno; Ron Centire, 13505 Field Creek Lane, Reno; Mark Campbell, 13360 Field Creek Lane, Reno; Elizabeth Wright, 85 Day Lily Court, Reno; Anna Menicucci, 13405 Field Creek Lane, Reno; Naomi and Tom Coffee, 13510 Field Creek Lane, Reno; Linda and Joseph Leyba, 13520 Field Creek Lane, Reno; Tom Danson, 2513 Springland Drive, Sparks (a purchaser of property on Welcome Way); and Richard and Deborah Cofer, 13430 Field Creek Lane, Reno.

Janice Pixley, 4200 Saddlehorn Drive, Reno, also was present but had to leave early. Her questions were: (1) Why aren't there going to be four lanes down to Wedge Parkway from

Thomas Creek? There are many children and residents who use Thomas Creek, cross to the park and walk or bike to the market. Thomas Creek through Saddlehorn will take on too much traffic. (2) What will the speed limit be on Whites Creek Lane? (3) Why can't Zolezzi Lane, Whites Creek and Mt. Rose be access roads into the project since its boundaries reach as far north and south as Zolezzi and Mt. Rose?

There being no others wishing to testify either in favor or opposition to the proposed development agreement, the Chair declared the public hearing closed.

Commissioner Stroble stated it was his feeling that the road system should have been designed first. He said traffic would be extremely bad and he would like to see the master plan revisited, particularly regarding transportation, before the Commission makes its decision.

Commissioner Preku asked the developer's representative how many lots can be developed under the area plan. Ms. Tryggvi responded that the zoning and area plan for this area is almost identical. They would be allowed 1,090 units, one unit per three acres, contrary to an earlier comment.

Commissioner Reddicks asked the ownership of those parcels on the south side of proposed White Creek Lane. He asked if it would be possible to acquire some of that right of way in order that the road be built as far south and away from the residences as possible. Ms. Tryggvi indicated that there had been some discussion about this. There is a thirty-three foot easement that exists along those properties. Deputy District Attorney Nash indicated that it is unclear whether rights of way along that area are to the benefit of private citizens or to the public. Mr. Reddicks encouraged Ms. Tryggvi to contact those private owners to determine their willingness to allow that property to be used for the roadway. Mr. Harper stated that this issue was brought up during the discussion of the special assessment district on this property, and the Commission encouraged investigating this, the road should be kept as far away of the Field Creek residents as possible.

Commissioner Reddicks stated that the Commission had worked long and hard for the benefit of those who might have arrived recently and are now living in this area. As to the Commission's cavalier attitude, he said he took exception. The road network has been decided upon by endless, endless, painful hours of public hearing and input from every sector. Through that process the Commission arrived a traffic plan with the RTC and State and everybody working together. This road plan was established long before the approvals of Saddlehorn or Field Creek. It is unfortunate the developer and his realtors were remiss in not telling the purchasers of the roadway going behind this subdivision. There is every reason for the residents to be furious. However, it is not the County, the Planning Commission or the people who worked for years for this road network that they should be angry at. He said he felt the people of Thomas Creek who had come out tonight to discuss the issue have had their lifestyle changed because of the newer subdivisions in the area.

Commissioner Reddicks continued by saying that the County has a land use plan and an area plan with roads. The developer has the zoning, approved through multitudes of hearings. The network is there for the specific purpose of serving applicants as the one before the Commission tonight who has made their application based on the zoning and transportation plan that was in place when it agreed to purchase the property. It would be unfair, after all the years and work engineering and planning this project, to decide to revisit the transportation plan. He said the County has made its decisions, it ought to live with them and they are not bad. Based on the developer's Genoa Lake development, he felt Southwest Pointe would enhance the area and said he was very much in favor of the project.

Commissioner Johnson stated she concurred with Commissioner Reddicks.

Commissioner Metcalf said he would like to reemphasize what Commissioner Reddicks had said. He personally had spent a thousand hours working on the road network in the southwest and that he admitted he is selfish about it. Things had change, but they had changed to the point that there is no longer a north/south alternative. He reminded the Commission and audience that there are 2016 signatures still on file stating "no north/south corridor", and there would not be a freeway as far south as it is today, if there had not been caring people who fought for it.

In response to Commissioner Metcalf regarding Condition No. 51, Ms. Tryggvi responded that the developer was planning to dedicate open space in phases. There was considerable discussion of the possibilities of hindering both the developer and the County in being to specific in its requirement. However, Mr. Harper indicated that may be a means of handling this in the development agreement. Mr. Murphree noted that Condition No. 93 in the staff report, requiring an open space plan and map prior to the final approval of the development agreement.

Commissioner Metcalf said he was not in favor of the staff's recommendation for an access at the top of Zolezzi Lane. He added that he also had *problems with the seventy-foot berm* being proposed for the retention basin. He expressed a fear should such a facility be damaged in the future.

Commission Rock stated that he would like to see the staff have the five years to look at the design, etc. of a flood control facility and whether the people have an appetite to invest in one.

Commissioner Rock moved, seconded by Commissioner Oakes, that the Commission recommend approval of Development Agreement Case No. DA9-1-93, subject to the conditions and findings in the staff's report dated December 3, 1993, excluding the requirement of a secondary access through Welcome Way, and that the approval included the applicant's requested amendments to those conditions, as contained in its memorandum dated January 18, 1994.

Commissioner Strobel stated that he realized that he was fairly new to the Commission and there had been a lot of time spent on this subject. However, he felt it was not too late to revisit the issue, perhaps there were still other alternatives. Also regarding the statements early in the hearing about representations made by the developer.

The motion passed by the following vote: Ayes: Commissioners Johnson, Metcalf, Oakes, Preku, Rock and Reddicks; Nays: Commissioner Strobel; In Abstention: None; Absent: None.

In the event of an appeal and in accordance with Chapter 110 of the Washoe County Code, it will be necessary that the Washoe County Board of County Commissioners hold a public hearing on this case, notice of which must be published at least ten (10) days prior to the date of said hearing.

#### STAFF REPORT DATED JANUARY 11, 1994

##### ISSUES

##### STREETS/TRAFFIC

Two roads shown in the Southwest Area Plan will be used by the applicant to access the project. Zolezzi Lane is shown as a collector street and Whites Creek Lane as a minor arterial. Whites Creek Lane will be constructed by the applicant from the project site to Thomas Creek Road before the first residential building permit is issued and will be extended to Wedge Parkway prior to the

85th building permit. The design of Southwest Pointe has been revised to direct all the projected traffic to use Whites Creek Lane as the primary road serving the project. Except for a gated emergency access along Zolezzi Lane, the applicant is proposing Whites Creek Lane being the only road providing access to the site. It has been the County's position in other applications that at least two separate means of ingress/egress, to County public road standards, be provided for every development.

The applicant is proposing a unique design for Whites Creek Lane to meet the intent of having two means of access into the site. The applicant is proposing that Whites Creek Lane be four lanes with two 29 1/2'-cartways and a thirty foot landscaped median from Thomas Creek Road into the project. A multi-purpose pedestrian/bicycle path would be provided outside of the right-of-way.

Staff does not believe this design meets the intent and purpose of having two separate means of access for a subdivision. The large size of this project amplifies the need for two separate roads serving the project. The purpose of having more than one access is for the safety for the residents. In the event that the primary access becomes blocked, an alternate means of entering or leaving the site is provided. The applicant is proposing Zolezzi Lane be used for emergency purposes only, gated and designed to emergency standards.

Another reason for having two separate means of access is to distribute traffic and reduce the projected traffic volumes from being concentrated on a single road. Zolezzi Lane is identified as a collector in the adopted area plan. Staff recommends that a second access be provided into the site using Zolezzi Lane. The new design of the project directs almost all of the projected traffic to use Whites Creek Lane and not Zolezzi Lane. Staff recommends that the internal loop road be extended to Welcome Way to provide a second access that is constructed to County local street standards.

If a road connection is made to Zolezzi Lane, the design of Whites Creek Lane, as proposed by the applicant, would only be for the on-site portion of the road. The remaining section, connecting to Thomas Creek Road, would only be constructed to County standards, without the landscaped median.

#### **Construction Haul Route**

The developer is proposing to use Thomas Creek Road, from the Mt. Rose Highway to Whites Creek Lane, as the construction haul route for the first 85 dwelling units. A traffic analysis and an intersection design for Thomas Creek Road/Whites Creek Lane would have to be prepared by a licensed Nevada Civil Engineer, as improvements will have to be made to Thomas Creek Road by the applicant to use this route. Prior to the 85th residential building permit being issued, Zolezzi Lane may be used to bring empty construction equipment, that is necessary to grade the golf course and install necessary utilities, onto the site. The primary construction haul route will become Whites Creek Lane once it is connected to Wedge Parkway.

Any haul route will need to be approved by the County Engineer and improvements made to his satisfaction. All individual home builders will be required to use the approved haul route.

#### **REGIONAL STORMWATER DETENTION**

The 1990 Kennedy/Jenks/Chilton report and the 1993 COE Thomas Creek Reconnaissance Investigation report state the need for a flood detention facility to be constructed along Thomas Creek for protecting existing and future developments near South Virginia Street. Two sites are

proposed for the construction of a detention facility. Both of the sites are located on the Southwest Pointe property where the school and park sites are proposed.

As the Utility Division has indicated that the southern site is the more likely to be utilized, staff is recommending it be reserved for period of five years, and if constructed, be dedicated to the County. Should the flood detention facility be constructed, the middle school site and park location would not be offered for dedication by the applicant. If the Kennedy/Jenks/Chilton report is not adopted by the County, or if other suitable alternative solutions are found to reduce the downstream flooding, this site should be offered for dedication for the school and park uses.

#### **CITIZEN INPUT**

Staff has received numerous inquiries from residents who live in the Field Creek subdivision. Many of these resident's homes are adjacent to the proposed Whites Creek Lane. As part of the Field Creek development, a 100' right-of-way was dedicated to the County for this road. Many of the residents are concerned with the noise and other impacts that a new road will create. Staff and the applicant's agent met with these homeowners to discuss their concerns.

None of the affected homes were created when Whites Creek Lane was included in the adopted area plan. The residents feel they were not notified about the future road being located behind their homes and they would like the road alignment to be relocated to the south. Some residents would like to see a north-south road be constructed through the Southwest Pointe development to relieve some of the projected traffic demand projected on Whites Creek Lane.

#### **ANALYSIS**

Since the December 7, 1993 public hearing held by the Planning Commission concerning Southwest Pointe, the applicant has substantially revised the concept plan to reflect most of staff's recommendations. This report will address only the remaining issues that staff and the applicant cannot agree on and which require direction from the Planning Commission. The issues, findings and recommendations contained in the December 3, 1993 staff report still reflect staff's position concerning this application.

#### **STAFF REPORT DATED DECEMBER 3, 1993**

#### **ANALYSIS**

#### **DEVELOPMENT AGREEMENT PROCESS**

The development agreement consists of two steps as presented in the Washoe County Development Code. The first step in the process is the preliminary development agreement which consists of a document which describes the project and either a concept plan or a site plan. The applicant for Southwest Pointe has submitted a concept plan for the entire project along with a site plan for phase I development.

The applicant may also choose to submit other applications concurrently with the preliminary development agreement. As part of Southwest Point, for example, a tentative map application for phase I and accompanying special use permits for a water storage system, a child care facility, a village commercial center, two golf courses, driving range and recreation facilities, and an



equestrian center have also been submitted for review. It is anticipated these subsequent applications will be heard after the preliminary development agreement has been approved by the Planning Commission.

The Planning Commission has until March 15, 1994 to take action on the preliminary development agreement application. If the preliminary development agreement is approved by the Planning Commission, a public hearing shall be scheduled before the Washoe County Board of County Commissioners within 30 days of the approval date. If the County Commissioners choose to modify the development agreement, the modification shall be referred to the Planning Commission for consideration.

As this project exceeds the threshold for the amount of housing units, need for waste water treatment and water usage, and amount of traffic generated, the proposed development is considered to be a project of regional significance. Once the Board of County Commissioners approves the preliminary development agreement, the Truckee Meadows Regional Planning Commission will review it to determine whether it complies with the Truckee Meadows Regional Plan.

The Director of Development Review shall review and find the final development agreement is the same development agreement as approved by Washoe County and the Truckee Meadows Regional Planning Commission. The Washoe County Board of County Commissioners shall execute the final document.

No development of the project may begin until the final development agreement has been approved and filed for recordation with the County.

#### **PROJECT DESCRIPTION/DESIGN**

The proposed development consists of  $\pm$ 3,272 acres and is located in the southwest truckee meadows area. The subject property is located west of Zolezzi Lane and Thomas Creek Road and is north of the Mount Rose Highway. The Toiyabe National Forest is located along the west property line. Both Thomas Creek and Dry Creek cross the property. Also located on the site are two water tanks that were constructed by the South Truckee Meadows General Improvement District, and an easement for a 120 Kilovolt electrical transmission line that bisects the site in a north/south direction. A vicinity map is attached.

The proposed development consists of 1,090 single family residences, two 18-hole golf courses, a recreational center with tennis courts and a driving range, an equestrian center and a day care facility.

The residential component of this project will consist of lot sizes that range from one acre and larger lots (approximately 45 percent of residential units), 15 percent will be a minimum 1/2 acre lots and the remaining 40 percent will be a minimum of 12,000 square feet. The percentage of varying lot sizes is intended to be flexible in the concept plan. The exact proportion will be incorporated into the site plan for each phase to be included in the final development agreement. The proposed density and lot sizes are consistent with the adopted Southwest Truckee Meadows Area Plan.

The proposed 20,000 square foot neighborhood commercial use is permitted as a special use permit. This use is consistent with the goals and policies of the Comprehensive Plan and is compatible with the overall design of the project. By locating the neighborhood commercial use in a central location, it will internalize many pedestrian and vehicular trips within the project. The

relatively small size of the use is not large enough to generate a large number of vehicle trips from outside the project.

The proposed golf courses add to the rural atmosphere that many area residents have supported. Care must be taken, however, to ensure that any runoff does not negatively impact the water quality in the area.

#### **PHASING**

The project shall be developed in three phases. Phase I includes a tentative map for 410 lots, an 18-hole golf course, the village center and driving range. Phase II will include an additional nine holes, the equestrian center and a tentative map for approximately 230 dwelling units. Phase III includes the remaining 450 lots and the last nine holes of golf.

#### **STREETS/TRAFFIC**

The following policies from the Washoe County Comprehensive Plan relating to traffic are relevant to this application:

**LUT.2.4 REQUIRE THAT ROADWAY FACILITIES BE MAINTAINED AND CONSTRUCTED AS NEEDED TO ENSURE HIGH QUALITY AND SAFE TRAVEL.**

LUT.2.4.1 The minimum acceptable Level of Service (LOS) for all County maintained roadway facilities shall be LOS C.

**LUT.2.5 DEVELOP FINANCIAL PLANS TO ENSURE MAXIMUM COLLECTION AND EFFICIENT EXPENDITURES OF TRANSPORTATION IMPROVEMENT FUNDS.**

LUT. 2.5.3 The financial responsibility for providing all local internal roads and all collector roads needed to connect new development to the regional arterial roadway network should be borne by the development(s) which benefit from their construction. Impact program fee credits shall not be provided for any roadway that does not provide a regional benefit beyond serving the development or developments for which it was originally constructed.

The following policies from the Southwest Truckee Meadows Area Plan relating to traffic are relevant to this application:

**SWTM.4.1 ENSURE THAT CONSTRUCTION OF ROADWAY IMPROVEMENTS ARE ACCOMPLISHED IN A FASHION THAT SUPPORTS THE TRAFFIC EXPECTED ON OPENING DAY. IN THE CASE OF FACILITIES THAT CAN BE CONSTRUCTED TO A LOWER CLASSIFICATION TO SUPPORT THE OPENING DAY TRAFFIC (E.G. COLLECTOR VS. MINOR ARTERIAL), THE LOWER CLASSIFICATION FACILITY SHALL BE CONSTRUCTED.**

**SWTM.4.2 REQUIRE ANY DEVELOPMENT PROPOSAL THAT MUST HAVE ACCESS TO WHITES CREEK ROAD TO MEET THE FOLLOWING CONDITIONS WHEN APPROPRIATE:**

**A. CONTRIBUTE TO CONSTRUCTION OF THE WHITES CREEK ROAD.**

**B. TIME CONSTRUCTION OF THE DEVELOPMENT WITH COMPLETION OF THE APPROPRIATE PORTION OF THE WHITES CREEK ROAD NEEDED FOR THAT DEVELOPMENT.**

The proposed project, beginning with phase I, will need to be served by two roads, Zolezzi Lane and Whites Creek Lane. Zolezzi currently stops near the Reno Christian Fellowship and Whites Creek Lane does not extend to the site. The applicant is proposing to extend Zolezzi Lane to their property line, and construct Whites Creek Lane from Thomas Creek Lane to their property line, connecting them with an internal loop road. The applicant is proposing to dedicate the loop road to the County when it is completed.

**Zolezzi Lane**

The applicant is proposing to extend Zolezzi Lane to their site. Zolezzi Lane is identified as a collector in the Southwest Truckee Meadows Area Plan. As a collector, the Area Plan requires that two through-lanes be provided with sufficient road width for a turning lane for a minimum of 60 foot right-of-way (r.o.w.). In order to maintain the adopted County standard for a level-of-service "C" (LOS C) the maximum daily trips cannot exceed 9,580 along Zolezzi Lane. Although the Area Plan states the need to upgrade Zolezzi Lane to a minor arterial by the year 2007, there is insufficient r.o.w. to expand this road. Further, the Area Plan policy recommends that, when possible, roads should be constructed to the lower classification.

Although there is existing capacity in Zolezzi lane to accommodate additional trips, most of this available capacity will be absorbed by approved/unbuilt development. The applicant for Southwest Pointe is requesting to use the remaining capacity to serve phase I (410 dwelling units) of the development. The Regional Transportation Commission (RTC) has reviewed this application and concurs that the trips generated from phase I could leave Zolezzi Lane operating at LOS C, but the traffic generated from existing approved/unbuilt projects in the area would greatly exceed the remaining capacity when they are constructed. Should traffic along Zolezzi Lane exceed its available capacity, one of two options would need to be completed to accommodate the additional demand.

One option would be to upgrade Zolezzi Lane to a minor arterial classification. Four lanes of roadway would be needed. The current design of Southwest Pointe will cause Zolezzi Lane to fall below the County standard LOS C. If the current design is approved, the applicant will need to apply for an amendment to the Comprehensive Plan to upgrade Zolezzi Lane from a collector to a minor arterial.

Zolezzi Lane is shown on the area plan as a two lane collector (60 foot ROW) and, therefore, would not have the capacity for the build out traffic volumes expected (13,421 ADT for Southwest Pointe alone) using the County adopted LOS C. Presently, the right-of-way for Zolezzi Lane is a mixture of 60, 70 and 80 feet. There are a number of existing homes that front on Zolezzi Lane, which arterial standards do not permit, and several existing residential streets, that are spaced closer than what is allowed by arterial standards, provide access for the surrounding developments. These constraints would make it very difficult to upgrade Zolezzi Lane to a minor arterial standard, which is needed to carry the anticipated traffic volumes. Staff does not recommend approval of the current design of Southwest Pointe or the upgrading of Zolezzi Lane.

The second option would be to construct Whites Creek Lane from Thomas Creek Road to Wedge Parkway and eventually South Virginia Street. Although many projects in the area are dependent on using Zolezzi Lane, traffic from Southwest Pointe can be directed towards Whites Creek Lane, which would eliminate the need to upgrade Zolezzi Lane.

The RTC estimates that with all of the approved/unbuilt development in the area that will have to use Zolezzi Lane, there would be sufficient capacity remaining to accommodate an additional 1,000 trips from Southwest Pointe. This is equivalent to approximately ten percent (100 dwelling units) from Southwest Pointe.

Staff and RTC recommend the design of Southwest Pointe be revised to allow a maximum 109 dwelling units to access Zolezzi Lane. Additionally, a monitoring program should be initiated by RTC, as part of phase I development, in order that annual counts be made to determine when Zolezzi Lane reaches a LOS C. Once this threshold has been reached, no further building permits in the Southwest Pointe development would be issued until Whites Creek Lane is constructed from the project site to its terminus at South Virginia street.

### **Whites Creek Lane**

In the preliminary development agreement, the applicant is proposing to construct Whites Creek as an emergency access from their project to Thomas Creek Lane. The absence of Whites Creek Lane will contribute to the congestion of Thomas Creek Road. The Area Plan identifies Whites Creek Lane as a minor arterial with a 100 foot r.o.w. Staff recommends that Whites Creek Lane be constructed to County standards by the applicant as a two lane street from the project site, through the U.S. Forest Service property, and connect to Thomas Creek Road as part of phase I construction. The intersection design of Thomas Creek Road and Whites Creek Lane will need to be approved by the County Engineer. To accommodate the remaining 90 percent of the traffic generated by the project, Whites Creek Lane will need to be constructed to four lanes from Thomas Creek Road to its intersection with the secondary loop road.

The developer is proposing to use the monies collected from the County interim fee program to pay for the construction of Whites Creek Lane from Thomas Creek Road to Wedge Parkway. The following street improvement projects are listed in the FY 1992-97 Washoe County Capital Improvements Program:

- Construct new arterial (Wedge Parkway) from the Mt. Rose Highway to Zolezzi Lane.
- Construct Whites Creek Road from Thomas Creek Road east to the new arterial (Wedge Parkway) connecting the Mt. Rose Highway and Zolezzi Lane.

Prior to the approval of the final development an "area wide" Transportation Study be performed by to assess the offsite roadway requirements of this project. The study should consider (a) the effects of all existing development, (b) effect of all possible future developments, (c) an analysis of the operation of the existing intersections affected by this project, and (d) a design of the Wedge Parkway/Zolezzi Lane intersection including an alignment study for Wedge Parkway between Whites Creek Lane and Zolezzi Lane. The objective of the study is to determine the cumulative effects of development in the study area. The applicant shall pay their fairshare cost for the "area wide" Transportation Study.

### **Internal Streets/Project Design**

To ensure that Whites Creek Lane is the preferred means of access for future residents of Southwest Pointe for all but ten percent of future dwelling units, the concept plans and subsequent tentative maps will need to be revised to direct traffic towards this road. These revisions should include, but not be limited to:

1. relocation of the day care center near the proposed elementary school, relocate both schools to the north of Whites Creek Lane;
2. design of the school sites to avoid having a "reduced speed zone" along Whites Creek Lane;
3. construction of an all weather pedestrian and bicycle improvements should be made along Whites Creek Lane and the two loop roads;
4. redirection of streets and entrances in the concept plans towards Whites Creek Lane; and
5. development and submittal of a pedestrian circulation plan as part of the final development agreement.
6. elimination of the access of the secondary loop road to Zolezzi Lane between the equestrian center and the driving range.

### **Construction Haul Route**

The developer is proposing to use Thomas Creek Road to the Whites Creek Lane (west of Thomas Creek Lane) as the construction haul route for the entire project. Improvements will have to be made to Thomas Creek Lane by the applicant to use this route. A traffic analysis and an intersection design for Thomas Creek Road/Whites Creek Lane would have to be prepared by licensed Nevada Civil Engineer. An analysis of Thomas Creek Road/Mt. Rose Highway intersection would also be needed. The primary construction haul route will become Whites Creek Lane once it is connected to Wedge Parkway.

Another possible alternative for construction haul route would have the applicant construct a alternative access to the site, possibly using the existing maintenance road for the power line that bisects the site.

Staff does not recommend Zolezzi Lane be used for construction traffic as this street currently functions as a residential collector and would be unsafe as a haul route, especially over a 15 year build-out period.

Any haul route will need to be approved by the County Engineer and improvements made to his satisfaction. All individual home builders should be required to use the approved haul route.

### **PARKING/STREET DESIGN**

In order to maintain a rural character, the applicant is proposing to have "rural roads" and "rural cul-de-sacs" which do not allow on-street parking. While the absence of on-street parking adds to the rural character of the neighborhoods, staff is concerned about the lack of space for additional parking. The applicant is proposing to add areas for additional parking at a ratio of one space per three homes. Staff concurs with this idea with the understanding that auxiliary parking areas not be located farther than 300 feet from surrounding homes and that parking lots be screened and landscaped.

In addition to the off-site parking, staff recommends that additional space be provided for storage within garages of homes on 12,000 square foot lots. This would help homeowners use the garage for parking their cars and not as a storage room.

According Chapter 85 Washoe County Code, all private and public streets must have a minimum 50 foot right-of-way and be improved to Washoe County Public Works standards. The developer is proposing to construct some of the streets that have a 41 foot right-of-way.

### **Golf Course Crossing**

No "at-grade" crossings for golf carts will be allowed along the primary loop road as this will become a County collector street. Golf cart crossings will have to be underground or by a bridge over the street. Staff recommends a tunnel crossing be used to avoid the appearance of a large structure that a bridge would create. The design for cart-crossings on the private streets shall be reviewed and approved by the County Engineer.

### **North-South Road**

During the review process, TMS/Tessa expressed their concern about the proposed traffic circulation plan around Southwest Pointe. This developer would like to see a road constructed that would connect the Mt. Rose Highway to either Zolezzi Lane or Whites Creek Lane. A north-south connection was not considered by the applicant of Southwest Point or by staff since it is not proposed in the adopted Area Plan.

### **OPEN SPACE/CONSERVATION**

As part of the project design, approximately 1,575 acres of natural open space would be provided in addition to a 10-acre park site, six-acres of regional trails and one-acre trail head. The concept plan concentrates most of the development in the center of the site and is surrounded by an open space buffer.

The following policy from the Washoe County Comprehensive Plan concerning wildlife habitat is relevant to this application:

#### **C.2.15 PROTECT KEY WILDLIFE HABITATS; HABITATS OF THREATENED, ENDANGERED OR RARE SPECIES; AND KEY MIGRATION ROUTES.**

The Nevada Division of Wildlife (NDW) has reviewed this application. This project is located in the critical winter range for the mule deer that inhabit the Carson Range. Mule deer migrate to these lower elevations to escape deep snow and to forage. The NDW supports the "mitigative zoning and buffer aspects" of the project, but note that special efforts to maintain browse shrubs within the buffer and fire protection zones should be included in the development. The NDW also notes its concern about the proposed golf course and their attraction by Canada geese. The developer should continue to work with the NDW throughout the construction of the project to address these issues.

The following policy from the Washoe County Comprehensive Plan concerning archaeological preservation is relevant to this application:

#### **C.1.3 DO NOT KNOWINGLY ALLOW DESTRUCTION OR LOSS OF A CULTURAL OR SCENIC RESOURCE THROUGH A DISCRETIONARY ACTION (E.G. LAND USE PLANNING) OR ADMINISTRATIVE ACTIONS (E.G. ISSUANCE OF BUILDING PERMITS) UNLESS: (A) THE SITE OR RESOURCE HAS BEEN REVIEWED BY THE DIVISION OF HISTORIC PRESERVATION AND ARCHEOLOGY AND THE APPROPRIATE LOCAL GOVERNMENT AND HAS BEEN FOUND TO BE OF INSIGNIFICANT VALUE, OR (B) THERE IS AN OVERRIDING PUBLIC BENEFIT FROM THE PROJECT AND MITIGATION MEASURES TO OFFSET THE LOSS ARE MADE PART OF THE PROJECT.**

- C.1.3.1 The Washoe County Department of Development Review will request an archeological/historical survey during the planning stages of a project if the project is located in an area of high archaeological sensitivity that has not been previously surveyed.
- C.1.3.2 The Washoe County Department of Development Review will request project design guidelines (e.g. clustering of buildings visual or aesthetic standards, and buffering) in areas found to have cultural and/or scenic value in order to avoid loss or degradation of the resource.

The Nevada State Historic Preservation Office (SHPO) has reviewed the proposed project and a number of archaeological sites are present within the subject property. The SHPO recommends that a cultural resources survey be conducted for previously unsurveyed areas and that previously recorded, unevaluated sites be evaluated for their significance (National Register Eligibility).

A preliminary wetlands investigation was prepared by the applicant and three types of waters/wetlands were found. Most of these areas are located along streams and creeks. A final wetlands delineation, and approval by the Army Corps of Engineers, shall be included as part of the final development agreement.

The following policy from the Washoe County Comprehensive Plan concerning protection of riparian vegetation is relevant to this application:

**C.2.4 REGULATE DEVELOPMENT IN ORDER TO PROTECT THE RIPARIAN VEGETATION ASSOCIATED WITH THE TRUCKEE RIVER AND THE STREAMS, CREEKS AND WETLANDS OF THE REGION.**

- C.2.4.1 In order to protect vegetation along streams and the Truckee River, the Washoe County Department of Development Review will require the following, as appropriate, during development review:
  - a. Establishment of setbacks from the top of the bank.
  - b. Regulation of the removal of trees and other vegetation.
- C.2.4.2 As appropriate, the Washoe County Department of Development Review will direct the design of new roads, housing, subdivisions, and other land uses in streamside areas so that riparian vegetation is retained and the streams remain open and unfenced.
  - a. When roads must be constructed parallel to a stream, they should be built with a wide separation of the road from the stream and no homesites placed between the road and the stream. The land between the road and the stream should remain as open space and could include planned trails or bicycle paths.
  - b. Free movement and access to the stream and to the riparian areas shall be permitted.

There are two areas within the project that have riparian vegetation. Some of the proposed development is adjacent to these areas. Special attention must be given to buffer these areas from

any site disturbances. Buffers shall be provided in the design of future subdivision and golf course development.

Pursuant to section 110.408.45 of the Development Code, provisions for the common open space development shall be conditioned upon approval of the tentative subdivision. Provisions shall be made to monitor and maintain, for a period of three-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:

- (1) Vegetation management;
- (2) Watershed management;
- (3) Debris and litter removal;
- (4) Fire access and suppression;
- (5) Maintenance of public access and/or maintenance of limitations to public access; and
- (6) Other factors deemed necessary by the Planning Commission or the Board of County Commissioners.

Prior to the approval of the final development agreement, a maintenance plan shall be prepared and submitted to Development Review staff for review. Provisions shall be made for the permanent preservation and ongoing maintenance of the common open space and other common areas. CC&R's (with the County as an interested party) are generally utilized as the legal instrument for enforcement.

A deed restriction should stipulate what uses will be permitted in the common open space and prohibit future sale of properties without the consent of the County.

An open space management plan and map should be prepared that identifies the ownership of all open space and who will be responsible for maintaining these areas. The common area located within the development shall be identified as equal fractional ownership between all lots in this development and any maintenance shall be perpetually funded and privately maintained by the homeowner's association.

## **RECREATION**

### **C.2.19 ENCOURAGE SUBURBAN RESIDENTIAL SUBDIVISIONS TO INCLUDE LANDSCAPING WITH TRAILS, AND BIKE PATHS IN THE DESIGN OF ALL BUFFERS AND OPEN SPACE.**

As previously stated, a 10-acre park site is offered for dedication to the County. A sketch plan has been submitted, which conceptually approved by the County, should be included in the final development agreement. The applicant is proposing to enter into an agreement with Washoe County where the developer would construct the recreational facilities in the park. The developer would then be reimbursed for the cost of the construction from the Residential Construction Tax. The applicant is also proposing that the homeowner's association would be responsible for maintaining the park.

As part of project, approximately six miles of trails will be located in the common open space to be dedicated to the County or other public body. The developer will work together with staff from the Department of Parks and Recreation to locate the regional, public trails to the satisfaction of Washoe County and the developer.



## **AIR QUALITY**

The District Health Department has reviewed this application and is concerned about the amount of dust that will be created from the large amount of grading needed for this project. The area in question is subject to gusty wind conditions, especially during the spring and summer months. Prior to a grading permit being issued, a detailed dust control plan must be submitted to, and approved by, Air Quality Management, for each phase of development.

## **DRAINAGE/STORMWATER MANAGEMENT**

- PSF.3.8. CONTROL STORMWATER RUNOFF FROM NEW DEVELOPMENTS TO:**
- A. PREVENT SILTATION AND POLLUTION OF LAKES, RIVERS AND STREAMS.**
  - B. PREVENT EROSION, FLOODING AND OTHER SURFACE WATER DAMAGE.**
  - C. PREVENT INCREASES IN DOWNSTREAM PEAK FLOWS.**
  - D. PRESERVE AND ENHANCE THE REGION'S WATER RESOURCES.**

PSF.3.8.2 The Washoe County Department of Development Review will ensure that new development provides on-site detention and drainage facilities as needed to make sure that development of the site does not adversely impact downstream properties and is consistent with the wetlands protection policies.

Properties downstream in Thomas Creek and Dry Creek are currently subject to flood damages during 100-year flood events. The project will require control of post-development 100-year runoff rates from on-site activities to pre-development conditions.

Thomas Creek is to become a major source of drinking water for the South Truckee Meadows. The storm water and urban drainage from this project cannot be allowed to degrade the water quality in Thomas Creek. The storm water and urban drainage from this project will require treatment prior to discharge into Thomas Creek to control sediment, oils, grease, nutrients and other chemicals that are used on landscaping.

The project design proposes on-site detention ponds are to be incorporated into the project design. All detention basins shall be maintained by the developer, and eventually the home owners association. The detention facilities will need to be designed to incorporate control of the above mentioned contaminants, and include operation and maintenance schedules and periodic water quality sampling. In addition to detention facilities, systematic cleaning of the streets, parking lots and catch basins, and control of salt and sanding activities need to be delineated. All of these activities should be included into an storm water and urban drainage management plan that will be incorporated into the final development agreement.

Dry Creek is not anticipated to become a source of drinking water but does flow, in many locations, into Steamboat Ditch which will become a source of drinking water for the South Truckee Meadows. The stormwater discharges from this project that flow to Dry Creek will need to be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. Drainage structures under Steamboat Ditch should also be provided that would pass the 10-year frequency storm event.

The proposed golf courses will need to be designed to prevent direct discharge of surface water runoff to Thomas Creek. A golf course management plan will need to be prepared and included in the final development agreement, that documents how the migration of fertilizers, pesticides, herbicides and fungicides to surface and ground waters will be prevented. A surface and ground water sampling program will also need to be implemented to demonstrate that migration is not occurring, and commits to modifying practices in the event that any of the above materials are detected.

The proposed equestrian center's drainage, unless properly designed, could contain significant quantities of bacteria, nutrients, and other animal waste products. These animal wastes, if discharged into Thomas Creek, would be very detrimental. An animal waste management plan for the equestrian center should be prepared and submitted prior to any permits being issued for this use.

Construction of this project without the imposition of erosion and sediment controls during construction would negatively impact Thomas Creek and Steamboat Ditch. A construction management plan with erosion and sediment controls, and operation and maintenance schedules along with sampling of Thomas Creek above and below the project, will need to be prepared and included in to final development agreement.

Snow storage areas are needed for this project and need to be shown on the tentative maps.

#### **REGIONAL STORMWATER DETENTION**

The 1990 Kennedy/Jenks/Chilton report and the 1993 COE Thomas Creek Reconnaissance Investigation report state the need for a flood detention facility to be constructed along Thomas Creek for protecting existing and future developments near South Virginia Street. Two sites are proposed for the construction of a detention facility. Both of the sites are located on the Southwest Pointe property where the school and park sites are proposed.

It is staff's recommendation that the off-site location be reserved for period of five years. If the Kennedy/Jenks/Chilton report is not adopted by the County, or if other suitable alternative solutions are found to reduce the downstream flooding, this site should be used for the school and park uses.

#### **EMERGENCY RESPONSE**

The Washoe County Comprehensive Plan recommends that a maximum 10 to 15 minute response time for police be provided for residential development. According to the Washoe County Sheriff's office, the current response time for emergency calls in this area is approximately 14 minutes and 20 minutes for non-emergency calls. Although the Sheriff's office will be able to serve this project by using Zolezzi Lane, there will be an increase to the overall response time. To reduce response for this project and other development in the area, the Sheriff's office recommends that a north/south arterial be constructed thorough this subdivision.

The following policy from the Washoe County Comprehensive Plan relating to fire protection is relevant to this application:

- C.2.6            ENCOURAGE NEW AND EXISTING DEVELOPMENT IN OUTLYING AREAS TO ESTABLISH FIREBREAKS, AND RELOCATE AND/OR MAINTAIN FIRE ROADS WHEN SUCH ROADS ARE IMPACTED BY THE DEVELOPMENT.**

The Washoe County Comprehensive Plan recommends that a maximum 5 to 10 minute response time for fire protection be provided for residential development. This project is located within the boundaries of the Sierra Fire Protection District, Galena area and would be served by the existing station located approximately two miles west of the Mt. Rose Highway/Thomas Creek Road intersection. The Nevada Division of Forestry (NDF) is requiring that at least two 24 foot wide emergency access roads be provided from public right-of-ways. The NDF agrees with the Sheriff's office that a north/south road be provide from Callahan Ranch Road. As a minimum, Whites Creek Lane should be extended from the project site to Thomas Creek Lane as part of phase I.

The NDF is also requiring that perimeter road, at least 30 feet wide, be provided around the project to serve as access for emergency vehicles and as a fuel break for fire suppression. One possible method of providing a fuel break along the western project boundary is to locate the golf fairways between homes and the foothills. The developer is proposing to dedicate a one-acre site for a fire station along Whites Creek Lane near the proposed schools.

The Southwest Pointe Project is adjacent to the Truckee Meadows Fire Protection District (TMFPD). There has been some discussion about the project site being annexed by the TMFPD. Should this annexation occur, the developer will need to comply with the TMFPD requirements. Southwest Pointe should be designed to address the concerns of the fire protection agency that has jurisdiction of the project at the time of the final development agreement.

#### **PUBLIC SERVICES AND FACILITIES**

The following policy from the Washoe County Comprehensive Plan relating to water quality is relevant to this application:

**PSF.1.20 ENSURE WATER QUALITY STANDARDS ARE MAINTAINED CONSISTENT WITH THE SAFE DRINKING WATER ACT AND IN COMPLIANCE WITH THE NEVADA WATER POLLUTION CONTROL LAW AND UNDERGROUND INJECTION PROGRAM.**

PSF.1.20.1 The Washoe County Department of Development Review, in conjunction with other appropriate agencies, shall evaluate potential groundwater quality impacts for any project meeting the criteria for a Project of Regional Significance. A mitigation plan shall be developed and approved for those projects which are determined to have significant impacts on groundwater quality.

The proposed the method of water supply is by the development of a new water system. Washoe County has drilled a series of test holes in the vicinity of the proposed development. It appears there are areas where there is a high likelihood of finding water sufficient in quantity and quality to serve this project. Additional testing of the wells Continued access to the existing monitoring wells must be provided or new wells should be provided by the applicant.

It is anticipated that Thomas Creek will eventually contribute to a surface water treatment plant. The Utility Division is concerned with activities occurring within this watershed. Development plans within the area of any well will be looked at carefully from the perspective of wellhead and groundwater protection.

A master plan for the phasing of dedication of water rights should be included in the final development agreement. Sufficient water rights will needed to serve the 1,090 homes, two golf courses, village center, school sites and park facility.

Southwest Pointe will be served by the South Truckee Meadows Wastewater treatment plant. Evidence that sufficient capacity to serve this project shall be provided to staff prior to final map approval.

The following policy from the Washoe County Comprehensive Plan relating to water quantity is relevant to this application:

**PSF.1.24 REDUCE WATER DEMAND THROUGH XERISCAPE LANDSCAPING, RECLAMATION, AND REUSE OF WASTEWATER FOR PARKS, MEDIANS, GOLF COURSES, AND OTHER APPROPRIATE APPLICATION USES.**

To reduce groundwater irrigation, the developer is proposing to utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. The developer should install the necessary infrastructure as part of the initial construction to utilize this resource when it becomes available.

**SCHOOLS/EDUCATION**

Children in the southwest attend the Galena High School, Pine Middle School and either the Elizabeth Lenz or Brown Elementary Schools. The following policy from the Washoe County Comprehensive Plan relating to education is relevant to this application:

**PSF.7.1 PROVIDE AN ADEQUATE LEVEL OF SCHOOL SERVICES FOR WASHOE COUNTY RESIDENTS IN RESPONSE TO GROWTH IN WASHOE COUNTY**

PSF.7.1.2 The Washoe County School District, in conjunction with the Washoe County Department of Comprehensive Planning, will determine the need and location of future school facilities to satisfy projected enrollment.

The applicant is offering to dedicate a 25-acre site for a new middle school and 10-acre site for an elementary school as part of the development agreement. The Washoe County School District supports both of these locations. As previously stated, however, these sites are the location for the dam sites proposed in the Kennedy/Jenks/Chilton report. Should the County choose not to reserve these sites for the flood detention facilities, or if an acceptable alternative is presented to address down stream flooding, it is recommended the proposed sites be dedicated to the County for the two schools. The location of the two schools should, however, be located to the north of Whites Creek Lane as shown in a sketch plan of the area.

**GEOLOGIC HAZARDS**

The Engineering Division is concerned about the location fault lines that are located within the right-of-ways of several streets. The following policy from the Washoe County Comprehensive Plan relating to geologic hazards is relevant to this application:

**C.2.9 ENSURE THAT TECHNICAL INFORMATION ON GEOLOGIC HAZARDS IS INCORPORATED INTO THE LAND USE PLANNING AND DEVELOPMENT PROCESS.**

- C.2.9.3 Prior to the approval of a development proposal, the Washoe County Department of Development Review will require geologic reports that identify potential hazards.. In areas where geologic hazards are identified, extensive soil, hydrology, and engineering studies must clearly demonstrate that the proposed development will not result in avoidable public costs and will not pose significant risk of earthquake, landslide, erosion, sedimentation and drainage problems.

The project was designed so that streets are parallel to the faults and not perpendicular. Fault lines will also be located outside the cub face.

#### **LANDSCAPING/ARCHITECTURE/PROJECT DESIGN**

The following landscaping policies from the Washoe County Comprehensive Plan are relevant to this application:

**LUT.1.16 ENCOURAGE LANDSCAPING THAT ENHANCES THE NATURAL ENVIRONMENT, COMPLEMENTS THE SURROUNDING ARCHITECTURAL STYLE, AND UTILIZES XERIC PRINCIPLES.**

- PSF.1.23.4 The Washoe County Department of Comprehensive Planning will attach conditions to all subdivision approvals mandating installation of conservation devices.

A landscaping and irrigation plan that complies with section 110.412.35 of the Washoe County Development Code should be included with future development applications. These landscaping plans should include proposed streetscapes, the village center/clubhouse, the equestrian center and common open space areas. This plan should also address maintenance responsibilities. It is recommended these plans be reviewed and approved by the Design Review Committee prior to the approval of the final development agreement.

The applicant is proposing to construct a meandering path system along most of the streets. The Engineering Division is concerned about the maintenance of these improvements since they extend outside of the right-of-way in some areas. Staff recommends the meandering pedestrian path design only if the developer, and eventually the home owners association, agree to perpetually maintain these areas.

#### **CITIZEN INPUT**

The Southwest Truckee Meadows CAB reviewed this application at their October and November meetings. It was the consensus of the CAB that they like the project design and that traffic is their primary concern. It is the CAB's recommendation that monies collected from County's Interim Fee program be used for the construction of roads (e.g. Whites Creek Lane and/or Wedge Parkway) that are needed to serve this development.

APPLICABLE REGULATIONS

Nevada Revised Statutes Chapter 278; Washoe County Code Chapter 110.

JVM/nh (DA193T)

Attachments: Conditions

xc: County Clerk; County Manager; Rusty Nash, Deputy D.A.; Judy Ramos, Assessor's Office; Engineering Division; Regional Transportation Commission; Leo Drozdoff, Environmental Engineer, Nevada Division of Environmental Protection, 123 West Nye Lane, Carson City, NV 89710; Truckee Meadows Regional Planning Agency, 1400-A Wedekind Road, Reno, NV 89512; Jerry Smith, Redfield Land Company, 1755 East Plumb Lane, #212, Reno, NV 89502; Jeff Dingman, Dingman Investments, 1597 Esmeralda Avenue, Minden, NV 89423; Brita Tryggvi, CFA, Inc., 1150 Corporate Blvd., Reno, Nv 89502.

**GENERAL CONDITIONS**  
for  
**DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**  
for  
**SOUTHWEST POINTE**

(As recommended by the Washoe County Planning Commission at its  
January 18, 1994 meeting)

COMPLIANCE WITH THE CONDITIONS OF THIS DEVELOPMENT AGREEMENT IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST.

A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEVELOPMENT REVIEW STAFF.

GENERAL CONDITIONS

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. The recorded final development agreement shall be effective for a period not-more-than 15 years. An extension of this approval may be granted if mutually agreed to by the developer and Washoe County.
4. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's office and the development review staff. 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 property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum:
  - a. Private roads within the subdivision.
  - b. Equestrian center.
  - c. Staffing of maintenance and security forces.
  - d. Common area landscaping.
  - e. Entrance gates.
  - f. Snow removal and storage areas.
  - g. Landscaping along streets.
  - h. Fire and fuelbreaks on open space.

- i. Detention basins and the accumulated sediment.
- j. Equestrian/pedestrian trails.
- k. Bicycle and pedestrian paths.
- l. Private streets and utilities.
- m. Golf cart crossings.
- n. Off-site residential parking areas.
- o. Public park center.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
  - b. Specifications on the limitation of turf area for single family homes.
  - c. Notice of requirement to pay future sewer user fees
  - d. Minimum defensible space requirements.
  - e. Snow storage areas.
  - f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Requirement of open space remaining open to pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
5. Prior to ground disturbing activity, the developer shall provide an archaeological/historical survey for review by the Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology.
6. The developer shall participate in any applicable General Improvement District or Special Assessment District formed by Washoe County to the satisfaction of the applicable division of Public Works.
7. All new utilities shall be placed underground to the satisfaction of the County Engineer.
8. Prior to final map approval, the developer is to provide written approval of the plans for the installation of mail delivery facilities from the US Postal Service. The system must be shown on the project construction plans and installed as part of the on-site improvements to the satisfaction of the County Engineer and the US Postal Service.
9. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
10. Prior to submittal to the Washoe County Board of County Commissioners, the final development agreement shall be reviewed and approved by the Washoe County District Attorney's Office.
11. Within six months of the approval of the preliminary development agreement, a draft final development agreement that conforms with the provisions of section 814 of the Washoe County Development Code shall be completed and submitted to the Washoe County Department of Development Review. Washoe County Department of Development Review will provide comments on the draft final agreement. The final development agreement will then be submitted to the Washoe County Board of County Commissioners within three months. Extensions of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.



PHASING

12. The project shall be developed in three phases. Phase I includes a tentative map for 436 lots, an 18-hole golf course, the village center and driving range. Phase II will include an additional nine holes, the equestrian center and a tentative map for approximately 220 dwelling units. Phase III includes the remaining 434 lots and the last nine holes of golf. Modification to the proposed phasing plan may be made if mutually agreeable the developer and Washoe County. These modifications may include the commercial portion of the project and the second 18-hole golf course, which may be constructed during phase II or phase III.
13. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.

14. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.

TRAFFIC

15. A LOS C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.
16. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site, to the satisfaction of the County Engineer.
17. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
18. Prior to the issuance of the 85th building permit, the following roadway improvements shall be constructed to the satisfaction of the County Engineer:
  - A. The remaining two lanes of Whites Creek Lane from Thomas Creek Road to the project site if warranted by projected traffic demands.
  - B. Two (2) lanes of Whites Creek Lane from Thomas Creek Road to Wedge Parkway with 100 feet of right-of-way. These two lanes will be constructed so that an additional two lanes may be added in the future if warranted by projected traffic volumes.

- C. Whites Creek Lane will be designed in a manner that minimizes any impacts on the adjacent homes to the north in Fieldcreek Ranch (e.g., fencing, berms, lowering the travel lanes).
19. The final development agreement shall not be approved until the right-of-way of all necessary off-site accesses from the project to Thomas Creek Road are obtained. A recorded right-of-way document shall be provided to the satisfaction of the County Engineer and the District Attorney's Office.
20. Prior to the final approval of the development agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District (SAD) for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Condition No.'s 16 and 18, from the project site to Wedge Parkway, to the satisfaction of the County Engineer.

Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

**NOTE**

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.

21. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 85th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 85th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;

- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

- 22. Prior to approval of the final development agreement, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded.
- 23. Prior to the approval of the final development agreement, a schematic pedestrian circulation plan. As part of each tentative map, a detailed pedestrian circulation plan will be submitted and approved by the Department of Development Review.
- 24. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.
- 25. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
- 26. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of

pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.

- C. Private -50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.
  - E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
  - F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29<sup>1</sup>/<sub>2</sub> foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
  - G. Public - 100 ROW major arterial street (more than 10,830 ADT).
27. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer, Washoe County Department of Development Review and the developer. Maintenance of median landscaping shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
28. Meandering asphalt paths will be acceptable provided:
- A. Pedestrian easements are included for portions of the paths located outside the County r.o.w.
  - B. Landscaping between the back of the curb and the path shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer.

- C. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
29. Proposed roadways (public or private) are not to be centered along fault lines. Faultlines shall be located behind the curbline, on the up-thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback excluding construction for buildings for human occupancy may be reduced, to the satisfaction of the County Engineer.
30. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded.
31. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement, to the satisfaction of the County Engineer.
32. Temporary County Standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street, to the satisfaction of the County Engineer.
33. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 500 feet to the satisfaction of the County Engineer and the applicable fire protection agency. These roads shall have a 30-foot access easement with a minimum 20-foot width of 6 inches of Type 2 Class B aggregate base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.
34. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. The emergency access road shall be constructed within a 30 foot access easement to a minimum 20 foot width with 4 inches of Type 2 Class B aggregate base.
35. Street lights shall be installed at major intersections to the satisfaction of the County Engineer.
36. Unless otherwise stated in the final development agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer.
37. The minimum pavement structural section shall be 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector-classified streets and shall be 3 inches of asphalt over 6 inches of granular base for roadways for local streets to the satisfaction of the County Engineer.

38. The applicant shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required.
39. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater, to the satisfaction of the County Engineer. Where possible, crossings should be below the grade of public streets.
40. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.
41. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.
42. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
43. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.
44. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

#### AIR QUALITY MANAGEMENT

45. Prior to the approval of the final development agreement, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

#### DRAINAGE

46. Detention/retention facilities are to be maintained by a homeowner's association and perpetually funded unless the County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County.

47. A general concept level storm drain master plan shall be submitted and approved prior to acceptance of the final development agreement to the satisfaction of the County Engineer. The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10 and 100 year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities.
48. Prior to recordation of any final map, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.
49. A maintenance plan of all drainage facilities, to be owned by the homeowner's association, shall be provided prior to approval of the final development agreement. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe county water treatment plant, and associated Steamboat Ditch conveyance system. All runoff from improved areas which runs into the Steamboat Ditch shall be pre-treated for silt and petrochemicals and shall be routed through a "wet" detention facility or approved alternative, to the satisfaction of the Utility Division and the Department of Development Review.
50. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.
51. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
  - A. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - B. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within five (5) years of the approval of the final development agreement. If construction is not started within by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.

C. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.

D. If the detention basin is constructed, Washoe County shall pay fair market value for the property.

52. The increase in development-caused runoff from the 100 year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained On-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company, to the satisfaction of the County Engineer.

53. Prior to the approval of the final development agreement, a geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area, to the satisfaction of the County Engineer.

The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report.

54. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.

55. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building Code Section 7011 amended.

56. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation.

57. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The applicant shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch.

58. Prior to approval of the final map, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection. If required, point discharge permit for each proposed detention pond will be obtained from the Nevada Division of Environmental Protection and copy submitted to the Engineering Division.

The applicant shall contact the Division of Water Resources, State of Nevada, to determine whether the proposed flood detention facilities will require a permit.

59. Prior to approval of the final development agreement, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.



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**Re: DA9-1-93 (Southwest Pointe)**

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60. Prior to approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
61. Prior to approval of the final development agreement, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A service and ground water sampling program shall be implemented to demonstrate that migration is not occurring, and commits to modifying practices in the event that any of the above materials are detected.
62. An animal waste management plan for the equestrian center shall be prepared prior to the issuance of a building permit for that facility, that documents how the migration of bacteria, nutrients and other animal waste byproducts to surface and ground waters will be prevented.
63. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100 year flows and lined, to the satisfaction of the County Engineer.

WATER

64. Prior to the approval of the final development agreement, the applicant shall provide staff with a phasing schedule for the dedication of water rights. Permitted or certificated groundwater rights in the amount of 1.12 acre feet must be dedicated to Washoe County for each lot of a final map. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
65. Prior to the approval of the final map, the developer shall demonstrate how compliance with NRS 278.349, that requires the availability of water meet applicable health standards and is sufficient in quantity to serve the foreseeable needs of the subdivision, shall be met to the satisfaction of the District Health Department and Washoe County Department of Development Review.
66. Prior to the approval of the final development agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Office. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.
67. Prior to the approval of the final development agreement, a schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.

**Washoe County Board of County Commissioners**

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68. Prior to final map approval, a letter of approval for the water rights serving this proposal must be submitted from the Division of Water Resources. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource to the satisfaction of the Utility Division.
69. The developer shall provide adequate assurance that the sewage, water and drainage systems will be satisfactorily maintained and operated
70. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters.
71. Water quality results from a State certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
72. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits.
73. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling.
74. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval. The water source shall meet both primary and secondary standards of the Safe Drinking Water Act.
75. The tentative maps shall show the maintenance roads for the existing and proposed water tanks. The location of these roads shall be mutually agreeable to Washoe County and the developer.
76. The developer shall provide access to the existing monitoring wells to the satisfaction of the Utility Division. In the event access is no longer available, the developer shall construct new wells to the satisfaction of the Utility Division.
77. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

WASTEWATER

78. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
79. The project shall be designed to accommodate a gravity flow sanitary sewer system within the boundaries of the subdivision. Such design shall be to the satisfaction of the Utility Division.
80. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.
81. All minor infrastructure for potable water distribution shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.
82. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
83. The sanitary sewer collection system and water system facilities must be offered for dedication to Washoe County.
84. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
85. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance to the satisfaction of the Utility Division.
86. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development.
87. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance.

88. Easements for all water and sewer utilities shall be offered for dedication to the satisfaction of the Utility Division.

GRADING

89. The development shall comply with the requirements of the Hillside Development Ordinance, as applicable.

SCHOOLS

90. Should the proposed "off-stream" location for the flood detention facility proposed in the 1990 Kennedy/Jenks report not be dedicated for this purpose, a minimum ten acre site for an elementary school and a minimum 25 acre site for a middle school shall be offered for dedication.

If the "off-stream" flood control facility is dedicated to Washoe County, a 10 acre site for the elementary school shall be offered for dedication.

If the area for the "off-stream" facility is dedicated, but the County has not complied with Condition No. 51, the use for the area shall revert back to a school site and/or a park site (if requested by Washoe County) as proposed by the developer. If a school or park site is not requested by Washoe County, this area shall remain as an open space buffer.

FIRE PROTECTION

91. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the introduction of any combustible materials to the site.
92. A minimum one-acre site shall be offered for dedication, if requested by the applicable fire protection agency, for a fire station. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements.

PARKS/RECREATION/OPEN SPACE

93. Prior to the approval of the final development agreement, an open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowner's association and provisions be made for perpetual funding for maintenance.

Prior to approval of the final development agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres.

94. The final development agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County.
95. Unless the off-stream site is dedicated to the County, a minimum 10-acre public park site shall be offered for dedication to the County. A sketch plan has been submitted, which if conceptually approved by the County, should be included in the final development agreement. The final park design shall be mutually agreeable to the County and the developer. The developer will construct the recreational facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.
96. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

#### LANDSCAPING/ARCHITECTURAL DESIGN

97. Prior to the approval of the final development agreement, the developer shall submit schematic landscaping and architectural design guidelines of the entire project to the Design Review Committee (DRC) for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.  
  
The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition No. 18C.
98. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs.
99. Homes located on 12,000 square foot lots shall have a minimum 160 square foot storage space added in their garages, if only one garage space is provided.
100. A minimum 25 foot landscape buffer shall be installed between the homes and the collector and secondary loop streets. The homeowners association shall be required to perpetually maintain these areas.

OTHER

101. Prior to acceptance of the first final map, the telephone easement Doc. No. 415899, which runs through the middle of many lots, shall be realigned with appropriate abandonment and relocation easements, or the proposed lots realigned, to the satisfaction of the County Engineer.

**TENTATIVE MAP CONDITIONS**  
for  
**DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**  
for  
**SOUTHWEST POINTE**

(As recommended by Development Review Staff and attached to Staff  
Report dated December 3, 1993)

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.

4. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.
5. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.

**Washoe County Board of County Commissioners**

**Re: DA9-1-93 (Southwest Pointe)**

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6. The roadway structural sections for the proposed 80 foot public right-of-way shall have as a minimum 5 inches of asphalt on 8 inches of aggregate base. A final geotechnical report must be prepared, however, prior to final map approval to determine if additional structural capacity above the minimum is required. On-site construction haul route traffic and school traffic is to be considered in the pavement analysis. The proposed on-site private road right-of-way widths are acceptable as shown for the tentative map of Phase 1.
7. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - C. Private -50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.
  - E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot asphalt meandering one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.



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**Re: DA9-1-93 (Southwest Pointe)**

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- F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 1/2 foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
  - G. Public - 100 ROW major arterial street (more than 10,830 ADT).
8. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater, to the satisfaction of the County Engineer. Where possible, crossings should be below the grade of public streets.
  9. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.
  10. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.
  11. Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

NOTE

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.
  12. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
  13. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.
  14. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

AIR QUALITY MANAGEMENT

15. Prior to the approval of the final development agreement, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

DRAINAGE

17. Detention/retention facilities are to be maintained by a homeowner's association and perpetually funded unless the County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County.

The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.

18. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
  - A. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - B. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within five (5) years of the approval of the final development agreement. If construction is not started within by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - C. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - D. If the detention basin is constructed, the property shall be dedicated to Washoe County.

**Washoe County Board of County Commissioners**

**Re: DA9-1-93 (Southwest Pointe)**

**January 26, 1994--Page 49**

17. The increase in development-caused runoff from the 100 year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained On-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company, to the satisfaction of the County Engineer.
19. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.
20. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building Code Section 7011 amended.
21. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable by Washoe County and the developer. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation.
22. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100 year flows and lined, to the satisfaction of the County Engineer.

WASTEWATER

23. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.

PARKS AND RECREATION

24. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

LANDSCAPING

25. A minimum 25 foot landscape buffer shall be installed between the homes and the collector and secondary loop streets. The homeowners association shall be required to perpetually maintain these areas.

OTHER

26. All new utilities shall be placed underground to the satisfaction of the County Engineer.

**FINAL MAP CONDITIONS**  
**for**  
**DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**  
**for**  
**SOUTHWEST POINTE**

(As recommended by Development Review Staff and attached to Staff  
Report dated December 3, 1993)

ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES SHALL BE PROVIDED IN AN APPROPRIATE FORM AND AMOUNT, TO THE SATISFACTION OF THE PUBLIC WORKS DEPARTMENT PRIOR TO RECORDATION OF THE FINAL MAP, UNLESS OTHERWISE STATED.

PRIOR TO FILING A FINAL MAP FOR RECORDATION, THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEVELOPMENT REVIEW STAFF AT LEAST FOUR (4) WEEKS BEFORE THE ANTICIPATED RECORDATION DATE TO REVIEW REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL.

A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP, WHICH PERMITS THE ADDITION, DELETION, OR AMENDMENT OF CONDITIONS, MUST BE SUBMITTED TO THE DEVELOPMENT REVIEW STAFF AT LEAST 60 DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP; SAID EXPIRATION BEING ONE YEAR FROM THE DATE OF THE BOARD OF COUNTY COMMISSIONERS APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP.

GENERAL CONDITIONS

1. Unless specifically stated in the final development agreement, final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map or any subsequent extension date.
2. 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. All documentation necessary to satisfy the conditions noted below shall accompany the final map when submitted to the Engineering Division and the development review staff.
3. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's office and the development review staff. 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 property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement of the following items, at a minimum:
  - a. Private roads within the subdivision.
  - b. Equestrian center.
  - c. Staffing of maintenance and security forces.
  - d. Common area landscaping.
  - e. Entrance gates.
  - f. Snow removal and storage areas.
  - g. Landscaping along streets.
  - h. Fire and fuelbreaks on open space.

- i. Detention basins and the accumulated sediment.
- j. Equestrian/pedestrian trails.
- k. Bicycle and pedestrian paths.
- l. Private streets and utilities.
- m. Golf cart crossings.
- n. Off-site residential parking areas.
- o. Public park center.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
  - b. Specifications on the limitation of turf area for single family dwellings.
  - c. Notice of requirement to pay future sewer user fees
  - d. Minimum defensible space requirements.
  - e. Snow storage areas.
  - f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Requirement of open space remaining open to pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
4. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.
- If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.
- The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.
5. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.
6. A note shall be placed on all 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 Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology, 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.
7. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada, when field conditions mandate construction other than that shown in the original drawing.

8. The final map shall designate faults, by distance and bearings, that have been active during the Holocene epoch of geological time and shall contain the following note to the satisfaction of the development review staff:

**NOTE**

No habitable structures shall be located on a fault that has been active during the Holocene epoch of geological time. The faults have been located by Civil Engineer Registered in Nevada and experienced in Geotechnical Engineering and field surveyed by a Nevada Registered Land Surveyor.

9. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization, mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
10. All soil boring logs must be included as part of the construction drawings to the satisfaction of the County Engineer.
11. All new utilities shall be placed underground to the satisfaction of the County Engineer.
12. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
13. The Washoe County Planning Commission certificate on the final map shall be to the satisfaction of the County Engineer and the Department of Development Review.

**TRAFFIC**

14. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 85th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 85th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;

- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

- 15. Prior to approval of the final development agreement, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded.
- 16. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.
- 17. The roadway structural sections for the proposed 80 foot public right-of-way shall have as a minimum 5 inches of asphalt on 8 inches of aggregate base. However, a final geotechnical report must be prepared prior to final map approval to determine if additional structural capacity above the minimum is required. On-site construction haul route traffic and school traffic is to be considered in the pavement analysis. The proposed on-site private road right-of-way widths are acceptable as shown for the tentative map of Phase 1. Public right-of-way will not be evaluated until the recommended transportation study is completed.
- 18. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
- 19. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or

locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.

- B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - C. Private -50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.
  - E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
  - F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29<sup>1</sup>/<sub>2</sub> foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
  - G. Public - 100 ROW major arterial street (more than 10,830 ADT).
20. Medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer. Maintenance of median landscaping shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.



21. Meandering asphalt paths are acceptable provided pedestrian easements are included in portions of the paths located outside the County right-of-way. Landscaping between the back of the curb and the paths shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer. Maintenance of median landscaping and pedestrian paths shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
22. Proposed roadways (public or private) are not to be centered along fault lines. Faultlines shall be located behind the curblines, on the up-thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback, excluding construction for buildings for human occupancy, may be reduced to the satisfaction of the County Engineer.
23. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded.
24. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement, to the satisfaction of the County Engineer.
25. Temporary County Standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street, to the satisfaction of the County Engineer.
26. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs serving ten or more lots to the satisfaction of the County Engineer. These roads shall have a 30-foot access easement with a minimum 20-foot width of 6 inches of Type 2 Class B aggregate base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.
27. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. The emergency access road shall be constructed within a 30 foot access easement to a minimum 20 foot width with 4 inches of Type 2 Class B aggregate base.
28. Street lights shall be installed at major intersections to the satisfaction of the County Engineer.
29. Unless specifically stated in the final development agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer.
30. The minimum pavement structural section shall be 4 inches of asphalt over 6 inches of granular base for roadways (public and private) with a right-of-way of 60 feet in width and shall be 3 inches of asphalt over 6 inches of granular base for roadways with a right-of-way of 50 feet in width to the satisfaction of the County Engineer.

31. The applicant shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required.
32. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.
33. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.
34. Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

**NOTE**

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.

35. Project streets that are designed with security gates at points intersecting shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
36. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.

**DRAINAGE**

37. Prior to recordation of any portion of the subdivision, a final, detailed hydrology/hydraulic report for that phase, prepared by a registered engineer, shall be submitted to the County Engineer for approval. The report shall include the locations, points of entry and discharge, flow rates and flood limits of all 10 and 100 year storm flows impacting both the site and off-site areas and the methods for handling those flows. The report shall include all storm drain pipe and ditch sizing calculations and a discussion of and mitigation measures for any impacts on existing off-site drainage facilities and properties.

**Washoe County Board of County Commissioners**

**Re: DA9-1-93 (Southwest Pointe)**

**January 26, 1994--Page 57**

38. Prior to recordation of any final map, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.
39. The 100-year floodplain boundaries and flood elevations shall appear on each final map to the satisfaction of the County Engineer. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map to the satisfaction of the County Engineer. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted or until conformance with Washoe County flood construction standards is determined by the County Engineer.
40. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the District Health Department and the County Engineer.
40. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.

WATER

41. Prior to the approval of a final map by the District Health Department, the production wells that will serve any phase of this development must be constructed, pump tested and sampled to ensure the proposed water system has sufficient quality and quantity.
42. Before approval of the final map will be considered, a letter from the water purveyor committing adequate water service to this proposal must be submitted District Health Department.
43. Prior to final map approval, a letter of approval for the water rights serving this proposal must be submitted from the Division of Water Resources. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource to the satisfaction of the Utility Division.
44. The developer shall provide adequate assurance that the sewage, water and drainage systems will be satisfactorily maintained and operated
45. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, no grading permit shall be issued prior to District Health Department approval of the referenced final map. This condition does not apply to the construction of production wells required in condition Number 48.

The applicant may seek relief from the District Board of Health for this requirement or may choose to create a separate parcel for the first 18-hole golf course.

46. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters.
47. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits.
48. A letter, which can be a will-serve letter, from the appropriate provider committing water service must be submitted to the District Health Department and Utility Division. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.
49. The final map shall contain the following note to the satisfaction of the development review staff:

NOTE

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by resolution of the Board of County Commissioners.

50. The developer shall provide access to the existing monitoring wells to the satisfaction of the Utility Division. In the event access is no longer available, the developer shall construct new wells to the satisfaction of the Utility Division.
51. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

WASTEWATER

52. Proper easements shall be shown for off-site sewage and drainage systems to the satisfaction of the Utility Division and the County Engineer.
53. The Nevada Division of Environmental Protection must submit a letter to the District Health Department certifying their approval of the final map.
54. All minor infrastructure for sewer collection shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division.
55. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.

56. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.
57. All hookup fees for the area within the final map will be paid to the satisfaction of the Utility Division.
58. The developer shall deposit with the Utility Division the sum of \$50.00 per lot prior to recordation of all or part of the final map. This fee shall represent the development's prorated share of the completed water and wastewater facilities plan for the south Truckee Meadows .
59. Prior to final map approval, a letter, which can be a will-serve letter, from the Utility Division committing sewer service, must be submitted to the District Health Department. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.
60. All minor infrastructure for potable water distribution shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.
61. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development.

GRADING

62. Prior to approval of the first final map, an erosion control/soil stabilization plan and grading plan shall be approved by the Washoe-Storey Conservation District. A copy of the approval shall be submitted to the District Health Department, Department of Development Review and Washoe County Engineer.

LANDSCAPING

63. Detailed landscaping and irrigation plans for the village commercial center, club house, golf courses, golf driving range and equestrian center shall be submitted prior to the issuance of a building permit for the particular use.

**SPECIAL USE PERMIT APPLICATION CONDITIONS**  
for  
**DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**  
for  
**SOUTHWEST POINTE**

(As recommended by Development Review Staff and attached to Staff  
Report dated December 3, 1993)

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
4. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
5. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
6. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or

locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.

- B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- C. Private -50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.
- E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
- F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29<sup>1</sup>/<sub>2</sub> foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
- G. Public - 100 ROW major arterial street (more than 10,830 ADT).

#### DRAINAGE

- 7. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.

**Washoe County Board of County Commissioners**

**Re: DA9-1-93 (Southwest Pointe)**

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8. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.
9. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building Code Section 7011 amended.
10. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation.



**SPECIAL USE PERMIT CONSTRUCTION CONDITIONS**  
for  
**DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**  
for  
**SOUTHWEST POINTE**

(As recommended by Development Review Staff and attached to Staff  
Report dated December 3, 1993)

GENERAL CONDITIONS

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. A note shall be placed on all 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 Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology, 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.
4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada, when field conditions mandate construction other than that shown in the original drawing.
5. The final map shall designate faults that have been active during the Holocene epoch of geological time and shall contain the following note to the satisfaction of the development review staff:

**NOTE**

No habitable structures shall be located on a fault that has been active during the Holocene epoch of geological time.
6. All new utilities shall be placed underground to the satisfaction of the County Engineer.

TRAFFIC

7. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 85th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 85th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

8. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.
9. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.

DRAINAGE

10. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the District Health Department and the County Engineer.

GRADING

11. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.

WATER

12. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

LANDSCAPING

13. Detailed landscaping and irrigation plans for the village commercial center, club house, golf courses, golf driving range and equestrian center shall be submitted prior to the issuance of a building permit for the particular use.

**WASHOE COUNTY DEPARTMENT OF DEVELOPMENT REVIEW  
STAFF REPORT**

To: Washoe County Planning Commission  
Re: Amendment Request for Development Agreement Case No. DA9-1-93  
Date: September 13, 1994 Prepared By: JVM

**GENERAL INFORMATION SUMMARY**

**Applicant:** Dingman Investments

**Requested Action:** To amend the preliminary development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The amendment would allow the applicant to begin preliminary grading of the golf course and to install infrastructure along Zolezzi Lane prior to the approval of the final development agreement. The total acreage of the project is  $\pm 3,171.6$  acres. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 41-030-12)

**STAFF RECOMMENDATION/FINDINGS**

Based upon the staff analysis and the comments received, staff recommends approval of the request and offers the following motion for your consideration:

The Washoe County Planning Commission approves amendment request for Development Agreement Case No. DA9-1-93 for Southwest Pointe subject to the amended conditions which modify the attached Washoe County Board of County Commissioners Clerk's Order No. 94-86, having made the findings that the conditions of approval ensure consideration of the items enumerated in NRS 278.349 and that the circumstances have not appreciably changed since the original approval.

**ANALYSIS**

The draft development agreement for Southwest Pointe was approved by Washoe County in February 1994 and by the Regional Planning Commission in March 1994. The developer is requesting an amendment to the preliminary development agreement in order to begin the rough grading of the first golf course and to install underground utilities along Zolezzi Lane.

Through the conditions of approval, the preliminary development agreement stipulates that construction may not begin until the final development agreement is approved. At its August 2, 1994 meeting, the Planning Commission approved an amendment of the preliminary development agreement that grants an extension on the submittal of the final development agreement. The applicant is currently trying to acquire access through the US Forest Service property. As this acquisition process may take some time to complete, the applicant does not want to lose a construction season for grading the golf course.

The applicant has provided staff with revised conditions that would allow the applicant to begin grading the first golf course and to install underground utilities along Zolezzi Lane prior to the approval of the final development agreement. Staff has revised the necessary conditions that need to be amended for the golf course grading to proceed.

**Amended Conditions:**

Additions are underlined and deletions are ~~struck through~~.

19. The final development agreement shall not be approved until the right-of-way of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Provided however, that preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition No. 21. A recorded right-of-way document shall be provided to the satisfaction of the County Engineer and the District Attorney's Office.
  
45. Prior to the ~~approval of the final development agreement~~ issuance of a grading permit or approval of a final map, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.
  
47. A general concept level storm drain master plan shall be submitted and approved prior to acceptance of the final development agreement to the satisfaction of the County Engineer. The general concept level storm drain master plan shall address in general terms proposed methods for handling the existing and increased flows for the 10- and 100- year storms including detention and other proposed mitigation measures for both on- and off-site areas. This master plan shall include a drawing which shows the existing drainage basins within the development and indicate how they may be impacted. After approval of the final development agreement, and prior to approval of the tentative map for each phase or approval of any special use permit, a preliminary hydrology report shall be submitted and approved to the satisfaction of the County Engineer. This preliminary hydrology report shall be prepared in accordance with County requirements for tentative maps, in conformance with the general concept level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10 and 100 year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities.

washoe county development review

48. ~~Prior to reoordation of any final map, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer.~~ Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the applicant shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed upon locations to the satisfaction of the County Engineer. The easement shall be submitted with the plans for the final golf course improvements.

59. ~~Prior to approval of the final development agreement~~ issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
60. Prior to the issuance of a grading permit for the golf course or approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
61. Prior to the issuance of a grading permit for the golf course ~~approval of the final development agreement~~, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A service and ground water sampling program shall be implemented to demonstrate that migration is not occurring, and commits to modifying practices in the event that any of the above materials are detected.

#### Agency Comments

**Engineering:** The County Engineer recommends that as a new condition of approval, the applicant provide letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed upon locations. The easement should be submitted with the plans for the final golf course improvements. This recommendation has been added to Condition No. 48.

Staff believes the reason cited for the amendment and the fact that the revised conditions have not substantially changed the intent of the approved preliminary development agreement, provide sufficient cause to justify approval of the amendment. If this request is approved, the applicant will be submitting a special use permit for a golf course grading plan to the Planning Commission this fall.

**APPLICABLE REGULATIONS**

Nevada Revised Statutes Chapter 278; Washoe County Code Chapter 110

jvm(DA193A)

**Att:** Applicant's July 14, 1994 request for amendment with revised conditions, Washoe County Board of County Commissioners Order No. 94-86, location map.

**xc:** Rusty Nash, Deputy D.A.; Judy Ramos, Assessor's Office; Engineering Division; Regional Transportation Commission; Truckee Meadows Regional Planning Agency, 1400-A Wedekind Road, Reno, NV 89512; Applicant: Jerry Smith c/o Redfield Land Development, 1755 East Plumb Lane #212, Reno, NV 89509, Jeff Dingman, Dingman Investments, P.O. Box 346, Genoa, NV 89411, Brita Tryggvi, AICP, Associate, CFA, Inc., 1150 Corporate Blvd., Reno, NV 89502..

**washoe county development review**

WASHOE COUNTY DEPARTMENT OF DEVELOPMENT REVIEW  
STAFF REPORT

To: Washoe County Planning Commission

Re: Extension Request for Development Agreement Case No. DA9-1-93

Date: July 25, 1994

Prepared By: JVM

GENERAL INFORMATION SUMMARY

**Applicant:** Dingman Investments

**Requested Action:** Amendment of the Development Agreement timeline to allow an additional 18 months to prepare the draft document. The Development Agreement facilitates development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities and a commercial village center. The total acreage of the project is  $\pm 3,171.6$  acres. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 41-030-12)

STAFF RECOMMENDATION/FINDINGS

Based upon the staff analysis and the comments received, staff recommends approval of the request and offers the following motion for your consideration:

The Washoe County Planning Commission approves the 18 month Extension Request for Development Agreement Case No. DA9-1-93 for Southwest Pointe subject to the conditions in the attached Washoe County Board of County Commissioners Clerk's Order No. 94-86, having made the findings that the conditions of approval ensure consideration of the items enumerated in NRS 278.349 and that the circumstances have not appreciably changed since the original approval.

ANALYSIS

The draft development agreement for Southwest Pointe was approved by Washoe County in February 1994 and by the Regional Planning Commission in March 1994. Condition No. 11 of the Clerk's Order requires a draft final development agreement that conforms with the provisions of Section 814 of the Washoe County Development Code be completed and submitted to the Department of Development Review within six months of the approval of the preliminary development agreement.



**Washoe County Planning Commission**  
**re: Extension Request for DA9-1-93 (Southwest Pointe)**  
**July 25, 1994 – page 2**

The developer is requesting an extension (see attached letter) because of delays in acquiring access through the US Forest Service Property. Staff believes the reason cited in the attached request letter and the fact that the circumstances have not substantially changed provide sufficient cause to justify approval of an extension.

**APPLICABLE REGULATIONS**

Nevada Revised Statutes Chapter 278; Washoe County Code Chapter 110

jvm(DA193XS)

Att: Applicant's request for extension, Washoe County Board of County Commissioners Order No. 94-86, Map.

xc: Rusty Nash, Deputy D.A.; Judy Ramos, Assessor's Office; Engineering Division; Regional Transportation Commission; Truckee Meadows Regional Planning Agency, 1400-A Wedekind Road, Reno, NV 89512; Applicant: Jerry Smith c/o Redfield Land Development, 1755 East Plumb Lane #212, Reno, NV 89509, Jeff Dingman, Dingman Investments, 1597 Esmeralda Avenue, Minden, NV 89423, Brita Tryggvi, AICP, Associate, CFA, Inc., 1150 Corporate Blvd., Reno, NV 89502..

**washoe county development review**



**REGIONAL PLANNING COMMISSION**

Post-it (no fax transmittal memo 7671)		# of pages > 7
To: JEFF FURFUREE	From: SCOTT	
CC: W.C. DEY RSHAW	Co: TRRPA	
Dept:	Phone: 348-8585	
Fax #:	Fax #:	

Regional Staff Reno 3

LEONARD WOODS

**TO:** Regional Planning Commission  
**FROM:** Kris Schenk, Executive Director  
**DATE:** March 23, 1994  
**SUBJECT:** SOUTHWEST TRUCKEE MEADOWS AREA DEVELOPMENT PROJECT CONFORMANCE (AGENDA ITEM IV-1)

**INTRODUCTION**

The Southwest Pointe development proposal consists of 100 residential units ranging from 12,000 square foot to 1.0 acre lots, on approximately 2,271 acres located west of and adjacent to the National Forest, east of Thomas Creek Road and north of the McRae Highway. In addition to the residential units, the development also contains two 18 hole golf courses, a golf driving range, an equestrian center, two school sites, a fire station site, 1,575 acres of open space and a village center for retail and service uses. The development would increase traffic by not less than an average of 6,250 trips daily and is therefore destined to be a Project of Regional Significance. Thus the development must be reviewed by the Regional Planning Commission (RPC) to establish its conformance with policies of the Truckee Meadows Regional Plan.

The Southwest Pointe development will take an estimated 15 years in three phases for its ultimate construction and build out. The RPC should review this proposal in its entirety for conformance with the Regional Plan. As the Regional Planning Commission, you must determine whether a development proposal of this type and character conforms with the goals, objectives and policies of the Regional Plan. As defined in NRS 278.0278, you must focus your review and decisions on the Southwest Pointe development project as it might affect the cultural and natural resources, public services and facilities and land use form of the entire region, rather than on "the merits or deficiencies of a project" as it relates to local planning or design issues. The Washoe County Planning Commission and the Board of County Commissioners have the more specific responsibility of considering the project design, its merits or deficiencies, with respect to Washoe County's Comprehensive Plan, specifically the Southwest Truckee Meadows Area Plan, Washoe County Development Code and other pertinent development regulations.

The agenda materials, project application (prepared by CFA, Inc.) and various staff reports that have been given to you prior to tonight's regular meeting should provide you with sufficient detailed information. Analyses of the project have been prepared by the applicant's consultants, Regional Transportation Commission and Washoe County planning staff. That information along with public input is the basis for this regional staff report and recommendation.

**REGIONAL PLANNING COMMISSION - AGENDA ITEM IV-1****MARCH 23, 1994****PAGE 2****REGIONAL ISSUES**

Policy 30r describes five criteria that should be used to evaluate and determine the consistency of a development proposal with the Regional Plan. To find the project in conformance with the Regional Plan, the RPC must be satisfied that these five criteria have been adequately addressed, mitigated in the project design or appropriately conditioned in Washoe County's approval.

*30r. A development proposal is consistent with a conforming Master Plan and with the Regional Plan if:*

- 1. Land use is consistent with the Regional Plan, as further defined in a conforming Master Plan;*
- 2. Density or intensity of use is consistent, or can be conditioned to be consistent with, the Regional Plan's Regional Land Use Diagram as further defined in a conforming Master Plan;*
- 3. The project is consistent with criteria governing Projects of Regional Significance, as of the project's application date;*
- 4. Adequate public facilities are, or will be, actually available or fully funded in the current capital improvement program for construction within two years of date of project approval at levels established in a consistent Master Plan by the time of development; and*
- 5. Environmental and other site-specific standards established in the consistent Master Plan can be met by the time of development*

**Land Use**

The current designation of the project in the Washoe County Area Plan is a mix of residential uses including low density suburban (1 du/ac), high density rural (1 du/2.5 ac), medium density rural (1 du/5 ac), low density rural (1 du/10 ac) and general rural (1 du/40 ac). Based on calculations prepared by Washoe County planning staff the project is allowed a density of 1,090 dwelling units on 3,272 acres which averages approximately one dwelling unit for every three acres. These designations, as reflected in the Washoe County Comprehensive Plan, were found in conformance with the broad Regional Planning land use designations of Suburban, Rural and Rural Reserve. Policies 2n, 2r and 2s generally define the range of uses and densities expected within the regional land use designations within the project.

*2n. Suburban Communities are intended for development in the general range of one to three single family residential units per acre, although there may be some small areas within these communities designated for higher or lower density residential development. Non-residential development should also occur in these communities to provide local-serving commercial services, to create employment opportunities for community residents, and to provide a reasonable balance between jobs and residents for all communities within the Region. Specific land use designations which apply within these Suburban Communities shall be found in the Washoe County Area Plans.*

**REGIONAL PLANNING COMMISSION - AGENDA ITEM IV-1****MARCH 23, 1994****PAGE 3**

*2r. Rural development areas are shown on the Regional Land Use Diagram. These areas are generally intended for residential development on greater than one to ten acre lots, and for supporting non-residential uses. This rural character should be maintained in these areas to give Regional residents the opportunity for this lifestyle. These areas shall be planned to provide continuing opportunities for rural development, agricultural enterprises and other rural activities. Urban and suburban development is not intended to occur in these areas, and urban and suburban level public services will not be provided to them. Plan implementation should emphasize strategies to reduce urban pressures on these areas and support non-urban activities. Specific land use designations which apply within rural areas shall be found in the Washoe County Area Plans or in the City Master Plans.*

*2s. Areas shown as "Rural Reserve" are those areas which have potential environmental constraints to future development, (such as hillsides, floodplains or wetlands) which are not served (or planned for service within the Plan timeframe) at urban or suburban standards, which are in remote locations, or which may contain possible natural resources of regional significance. Development in these areas should generally occur at large lot sizes, such as 40 acre parcels. Specific land use designations which apply within Rural Reserve areas shall be found in the appropriate Washoe County Area Plan, City Master Plan or Joint Planning Area Plan.*

The design of Southwest Pointe has taken advantage of clustering and master planning concepts as a mitigation measure in reducing its impact upon the cultural and natural resources, in addition to other constraints, in the area. Policy 2z outlines the guidelines for using clustering. Regional Planning staff believes that, along with the Development Agreement, this property and the region benefits from combining the rural reserve, rural and suburban land use designations into a unified master planned development. Existing adjacent residential areas are buffered with natural open space or golf courses. Nearly half of the site will be left in a natural, undeveloped condition. Policy 2y describes the intent and process of using master planning concepts with developments of large tracts of land.

*2z. The Region supports the use of clustering as a planning technique. Clustering is supported for development proposals within Rural areas (areas planned for over 1 to 10 acre lots) when: 1) the cluster development project is consistent with the goals, objectives and policies of the Regional Plan; 2) clusters are located so any areas of urban or suburban density within the development project are compatible with adjacent rural areas; and 3) the proposal is consistent with adopted Service and Facility Plans, will not require any public expenditures for service extensions, and will not negatively impact the adopted Regional Form. Proposals for cluster development shall be made through the development review process of the appropriate local government. Appeals of local government decisions regarding rural clusters shall be considered in accordance with policies in the Intergovernmental Coordination Element of this Regional Plan.*

*2y. The Region supports the use of master planned developments in order to address the unique needs and opportunities represented by large areas within the Region proposed for a mix of urban and/or suburban uses as part of a single unified development proposal.*

**REGIONAL PLANNING COMMISSION - AGENDA ITEM IV-1****MARCH 23, 1994****PAGE 4**

*Master planned developments are encouraged to use an appropriate local government application process (planned development, planned unit development, Specific Plan, etc.) for such proposals. Within such planned developments residential densities may be averaged in order to provide open space, protect wetlands, encourage good design or accomplish other planning objectives. Master planned developments shall not increase overall land use density above the range shown by the Regional Land Use Diagram; shall not be used to effect a significant transformation in the planned character of an area, as defined by the goals and policies of the county area plan or the city master or neighborhood plan; and shall incorporate buffers or blended densities and land uses to achieve compatibility with adjacent residential development.*

**Transportation**

A major issue associated with this project and throughout the Southwest Truckee Meadows is its traffic impact and access through existing surrounding residential areas. Traffic and transportation issues have been discussed and mitigated by Washoe County staff in consultation with the Regional Transportation Commission. Washoe County applies a policy that Level of Service (LOS) "C" shall be used in evaluating and approving the transportation needs and traffic impact mitigation requirements. The LOS is described by the "1985 Highway Capacity Manual," Transportation Research Board, as "a qualitative measure describing operational conditions within a traffic stream,..." Policy 21e defines the LOS for minor arterial and collector roadway classifications.

*21e. With the exception of those roadway segments listed in Exhibit 8 Minor Arterial and Collector facilities shown on the Regional Transportation System Map shall be planned to provide Level of Service "C" or better.*

The impact on traffic and circulation has been mitigated with the consolidation and redesign of the primary access to the project. The project was originally designed to have two access points, Zolezzi Lane and Whites Creek Lane. Further studies by the project's consultants and the Regional Transportation Commission (RTC) staff indicated a potential negative impact to the LOS for Zolezzi Lane (see attached.) The RTC staff recommend that Whites Creek Lane be the primary access point to the project, with only limited access from Zolezzi Lane. Final design and County approval conditions of the project show Whites Creek Lane being the only access to the project with Zolezzi Lane providing only gated emergency access. The concern of having only one access entrance for ingress / egress for Southwest Pointe residents was mitigated by providing a four lane road with a 30 foot median separation. This satisfied Washoe County Planning Commission, Board of County Commissioners and RTC staff with regards to having a single access entrance.

In addition, the project has been conditioned in order to phase the construction of area roadway system improvements, both inside and outside the project, to be made in conjunction with or prior to the development of Southwest Pointe. The design of Whites Creek Lane, from Southwest Pointe to Wedge Parkway, and a portion of Thomas Creek Lane, south of Whites Creek Lane, as minor arterials is consistent with the Land Use and Transportation element of the Southwest Truckee Meadows Area Plan. The area land use and transportation system has gone through extensive public debate and review during the development of the Southwest Truckee Meadows Area Plan. It appears that the adopted area plan was a compromise on the major issues and concerns involving each of the surrounding neighborhoods. The project has been conditioned to create a Special

**REGIONAL PLANNING COMMISSION - AGENDA ITEM IV-1****MARCH 23, 1994****PAGE 5**

Assessment District of property owners for financing improvements that will use and benefit the area's roadways impacted by this project. Prior to final approval the developer has been conditioned to provide a pedestrian circulation plan, especially addressing student activity on Whites Creek Lane. According to the project's traffic consultant, with the concurrence of the RTC staff, the surrounding streets and intersections will continue operating at a LOS "C".

**Public Safety**

The project consultant has received input and recommendations from both Truckee Meadows Fire Protection District and the Nevada Division of Forestry. Currently the property is within the jurisdiction of the Nevada Division of Forestry, Sierra Fire Protection District. It has not been determined which fire protection agency would best serve the residents of Southwest Pointe, therefore Washoe County has conditioned the project to satisfy the concerns and requirements of the applicable fire protection agency prior to final adoption of the Development Agreement.

**Conservation**

A preliminary wetlands assessment has been prepared and potential impacts to wetlands appear to be mitigated in the project design. A detailed wetlands determination will be required by Washoe County and must be approved by the Army Corps of Engineers. The consultant should at some time seek a definition of Regionally Significant Hydrologic Resources (RSHR) as outlined in Exhibit 3 of the Regional Plan. Policy 11c defines the intent of preserving the region's wetlands. The requirement to preserve wetlands is encourage through policy 11j.

*11c. The Region's development should be planned so it does not result in a net loss of Federally Significant Hydrologic Resources (FSHR's) or Regionally Significant Hydrologic Resources (RSHR's) in the Region, in terms of acreage or significance.*

*11j. Master Plans developed to implement this Regional Plan should use land use designation, density transfers, transfer of development rights and other planning and regulatory techniques to discourage new urban development directly in areas identified as wetlands, stream environments, playas, spring fed riparian and small aquatic habitats or to ensure that appropriate mitigation will be provided for development occurring in these areas.*

Open Space shall be dedicated to an appropriate entity for the future management of this public resource. The project has been conditioned to develop an open space management plan along with a map designating approximately 1500 acres as open space. Currently, Washoe County is preparing the final version of the Regional Open Space Program for adoption. The project has been conditioned to coordinate with the appropriate agency in designing its open space management plan. Policy 18b describes the intent of the regional open space system.

*18b. Areas designated for inclusion in the Open Space System shall be planned, developed, operated and maintained in order to provide the Region with a permanent and accessible open space network. Prior to inclusion in the Public Open Space System, the specific land use designations which apply within these Open Space areas shall be found in the Master Plan of the*

**REGIONAL PLANNING COMMISSION - AGENDA ITEM IV-1****MARCH 23, 1994****PAGE 6**

*appropriate governmental entity as designated in the Growth Management and Land Use Element of this Regional Plan.*

Policy 17h of the Regional Plan, along with Resolution 93-2 (RPC), require local governments to develop an archaeological program that will protect the area's cultural resources which may be adversely affected by development activity. In the absence of an adopted archaeological program, the developer is required to follow the mitigation measures of an archaeological program approved by the affected Native American tribe and the State Division of Historic Preservation and Archeology.

*17h. Local governments and affected entities shall adopt an Archaeological Program, or similar regulations to ensure that significant archaeological, cultural and historical resources, structures, and sites are identified and protected prior to the occurrence of development activities. An Archaeological Program should contain the following elements:*

- local agency review procedures that will systematically identify projects and sites that may contain cultural, archaeological or historical resources*
- evaluation, excavation, documentation and/or protection of possible resources or sites by qualified individuals prior to the development approval and prior to the initiation of development activities*
- notification and consultation with appropriate affected agencies and groups, including the Nevada Division of Historic Preservation and Archeology, and affected or nearest, Indian Tribal Councils in the region*
- incorporation of mitigation conditions to ensure compatibility of projects with identified cultural, archaeological, or historical resources*
- assignment of responsibility to the project applicant to fulfill the mitigation conditions and to demonstrate that inventory, documentation and/or protection measures are completed consistent with the schedule of development activities*
- protection of the exact location and description of identified resources in situations where the disclosure of such information could present a threat to the safety and integrity of those resources*

The applicant has indicated that they are planning to comply with these archeological and cultural resource guidelines.

**RECOMMENDATION**

After reviewing the information which has been submitted by the project consultants and Washoe County planning staff, Regional Planning staff has concluded that the Southwest Pointe development conforms with the goals, objectives and policies of the Truckee Meadows Regional Plan. It appears that potential regional issues have been properly addressed and mitigated in the proposal and through the findings and conditions of the county's approval of the project. An analysis prepared by Washoe County Development Review staff has reviewed the conformance of the proposal with the Southwest Truckee Meadows Area Plan and found that it is consistent with that plan.

The Regional Planning staff review has focused on the conformance of the Southwest Pointe Project of Regional Significance with the policies of the Truckee Meadows Regional Plan. The Regional Planning

**REGIONAL PLANNING COMMISSION - AGENDA ITEM IV-1****MARCH 23, 1994****PAGE 7**

Commission should verify that the Southwest Pointe development does not in any reasonable way obstruct the attainment of the goals, objectives and policies of the Regional Plan. In staff's judgment, the Southwest Pointe Project of Regional Significance does conform with the goals, objectives and policies of the Regional Plan.

It is therefore **RECOMMENDED** that the Regional Planning Commission make a determination that the Southwest Pointe Project of Regional Significance is in conformance with NRS 278.026 through 278.029, inclusive, and with the policies of the Truckee Meadows Regional Plan, based on the following specific findings:

1. The project is proposed at an overall residential density of approximately one unit per three acres, which falls within the density ranges depicted on the Regional Land Use Diagram and the Southwest Truckee Meadows Area Plan and further defined in policies 2n, 2i, 2s.
2. The project is a master planned community as described in policy 2y of the Regional Plan, which provides for the protection of open space, wetlands, cultural resources and encourages other prudent planning objectives including clustering development, as defined in policy 2z, in less sensitive areas.
3. The project is consistent with the criteria governing Projects of Regional Significance by its objective of identifying and mitigating adverse impacts to hillsides and other environmental resources.
4. The project has been conditioned to achieve conformance with transportation, fire protection and other regional infrastructure requirements prior to finalizing the Development Agreement with Washoe County.
5. The project will be designed to protect Federally Significant Hydrologic Resources (FSHR's) and Regionally Significant Hydrologic Resources (RSHR) and is therefore consistent with policy 11c and 11j of the Regional Plan.
6. The project is consistent with policy 18b and has been conditioned to protect valuable natural resources by designating approximately 1500 acres of undeveloped land through an open space management plan with future integration into the Regional Open Space Program.
7. Prior to finalizing the Development Agreement and any ground disturbance the developer will include provisions in the Development Agreement to implement a cultural resources program, as outlined in policy 17h and Resolution 93 2 (RPC).

KS:SN  
attachments



Agenda Item No:  
Staff Recommendation:

4  
**APPROVAL WITH  
CONDITIONS**

**WASHOE COUNTY PLANNING COMMISSION  
STAFF REPORT**

To: Members of the Washoe County Planning Commission

Re: Development Agreement Case No. DA9-1-93

Date: January 11, 1994

Prepared By: JVM

**GENERAL INFORMATION SUMMARY**

**Applicant:** Dingman Investments

**Requested Action:** To develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The total acreage of the project is  $\pm 3,171.6$  acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN:49-010-04, 49-010-10 and 41-030-12)

**ANALYSIS**

Since the December 7, 1993 public hearing held by the Planning Commission concerning Southwest Pointe, the applicant has substantially revised the concept plan to reflect most of staff's recommendations. This report will address only the remaining issues that staff and the applicant cannot agree on and which require direction from the Planning Commission. The issues, findings and recommendations contained in the December 3, 1993 staff report still reflect staff's position concerning this application.

**OUTSTANDING ISSUES**

**STREETS/TRAFFIC**

Two roads shown in the Southwest Area Plan will be used by the applicant to access the project. Zolezzi Lane is shown as a collector street and Whites Creek Lane as a minor arterial. Whites Creek Lane will be constructed by the applicant from the project site to Thomas Creek Road before the first residential building permit is issued and will be extended to Wedge Parkway prior to the 85th building permit. The design of Southwest Pointe has been revised to direct all the projected

traffic to use Whites Creek Lane as the primary road serving the project. Except for a gated emergency access along Zolezzi Lane, the applicant is proposing Whites Creek Lane being the only road providing access to the site. It has been the County's position in other applications that at least two separate means of ingress/egress, to County public road standards, be provided for every development.

The applicant is proposing a unique design for Whites Creek Lane to meet the intent of having two means of access into the site. The applicant is proposing that Whites Creek Lane be four lanes with two 29<sup>1</sup>/<sub>2</sub>'-cartways and a thirty foot landscaped median from Thomas Creek Road into the project. *A multi-purpose pedestrian/bicycle path would be provided outside of the right-of-way.*

Staff does not believe this design meets the intent and purpose of having two separate means of access for a subdivision. The large size of this project amplifies the need for two separate roads serving the project. The purpose of having more than one access is for the safety for the residents. In the event that the primary access becomes blocked, an alternate means of entering or leaving the site is provided. The applicant is proposing Zolezzi Lane be used for emergency purposes only, gated and designed to emergency standards.

Another reason for having two separate means of access is to distribute traffic and reduce the projected traffic volumes from being concentrated on a single road. Zolezzi Lane is identified as a collector in the adopted area plan. Staff recommends that a second access be provided into the site using Zolezzi Lane. *The new design of the project directs almost all of the projected traffic to use Whites Creek Lane and not Zolezzi Lane.* Staff recommends that the internal loop road be extended to Welcome Way to provide a second access that is constructed to County local street standards.

If a road connection is made to Zolezzi Lane, the design of Whites Creek Lane, as proposed by the applicant, would only be for the on-site portion of the road. The remaining section, connecting to Thomas Creek Road, would only be constructed to County standards, without the landscaped median.

#### **Construction Haul Route**

The developer is proposing to use Thomas Creek Road, from the Mt. Rose Highway to Whites Creek Lane, as the construction haul route for the first 85 dwelling units. A traffic analysis and an intersection design for Thomas Creek Road/Whites Creek Lane would have to be prepared by a licensed Nevada Civil Engineer, as improvements will have to be made to Thomas Creek Road by the applicant to use this route. Prior to the 85th residential building permit being issued, Zolezzi Lane may be used to bring empty construction equipment, that is necessary to grade the golf course and install necessary utilities, onto the site. The primary construction haul route will become Whites Creek Lane once it is connected to Wedge Parkway.

Any haul route will need to be approved by the County Engineer and improvements made to his satisfaction. All individual home builders will be required to use the approved haul route.

#### **REGIONAL STORMWATER DETENTION**

The 1990 Kennedy/Jenks/Chilton report and the 1993 COE Thomas Creek Reconnaissance Investigation report state the need for a flood detention facility to be constructed along Thomas Creek for protecting existing and future developments near South Virginia Street. Two sites are

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proposed for the construction of a detention facility. Both of the sites are located on the Southwest Pointe property where the school and park sites are proposed.

As the Utility Division has indicated that the southern site is the more likely to be utilized, staff is recommending it be reserved for period of five years, and if constructed, be dedicated to the County. Should the flood detention facility be constructed, the middle school site and park location would not be offered for dedication by the applicant. If the Kennedy/Jenks/Chilton report is not adopted by the County, or if other suitable alternative solutions are found to reduce the downstream flooding, this site should be offered for dedication for the school and park uses.

**CITIZEN INPUT**

Staff has received numerous inquiries from residents who live in the Field Creek subdivision. Many of these resident's homes are adjacent to the proposed Whites Creek Lane. As part of the Field Creek development, a 100' right-of-way was dedicated to the County for this road. Many of the residents are concerned with the noise and other impacts that a new road will create. Staff and the applicant's agent met with these homeowners to discuss their concerns.

None of the affected homes were created when Whites Creek Lane was included in the adopted area plan. The residents feel they were not notified about the future road being located behind their homes and they would like the road alignment to be relocated to the south. Some residents would like to see a north-south road be constructed through the Southwest Pointe development to relieve some of the projected traffic demand projected on Whites Creek Lane.

**APPLICABLE REGULATIONS**

Nevada Revised Statutes Chapter 278; Washoe County Code Chapter 110.

JVM(DA193S2)

Attachments: Conditions, Location Map

xc: Rusty Nash, Deputy D.A.; Judy Ramos, Assessor's Office; Engineering Division; Leo Drozdoff, Environmental Engineer, Nevada Division of Environmental Protection, 123 West Nye Lane, Carson City, NV 89710; Regional Transportation Commission; Truckee Meadows Regional Planning Agency, 1400A Wedekind Road, Reno, NV 89512; Jerry Smith, Redfield Land Company, 1755 East Plumb Lane, #212, Reno, NV 89502; Jeff Dingman, Dingman Investments, 1597 Esmeralda Avenue, Minden, NV 89423; Brita Tryggvi, CFA, Inc., 1150 Corporate Blvd., Reno, NV 89502.

**WASHOE COUNTY PLANNING COMMISSION  
STAFF REPORT**

To: Members of the Washoe County Planning Commission  
Re: Development Agreement Case No. DA9-1-93  
Date: December 3, 1993  
Prepared By: JVM

**GENERAL INFORMATION SUMMARY**

**Applicant:** Dingman Investments  
  
**Requested Action:** To develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The total acreage of the project is ±3,171.6 acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN:49-010-04, 49-010-10 and 41-030-12)

**RECOMMENDATION/FINDINGS**

Based upon the staff analysis, comments received, and the site inspection, staff recommends approval of the request with conditions and offers the following motion for your consideration:

The Washoe County Planning Commission recommends approval of Development Agreement Case No. DA9-1-93 (Southwest Pointe) with the attached conditions, having made the findings:

1. That this request conforms to the goals and policies of the adopted Southwest Truckee Meadows Area Plan;
2. That the requested subdivision is consistent with the density provisions and lot size regulations of the Washoe County Development Code;
3. The requested development agreement is consistent with the provisions of Section 814 of the Washoe County Development Code;
4. The physical design of the project and the manner in which the design does make adequate provision for public services;
5. The site is particularly suitable for the density and type of residential development proposed;

6. The amount, purpose and location of common open space provided in the proposed project is adequate as related to the proposed density and type of residential development;
7. The proposed maintenance and conservation of common open space is adequate to serve the proposed project;
8. The terms and conditions of this development agreement are sufficient to protect the interests of the public, residents, and the owners of the land subject to the development agreement in the integrity of the plan;
9. The conditions of approval ensure consideration of the items cited in NRS 278.349; and
10. That the Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

## ANALYSIS

### DEVELOPMENT AGREEMENT PROCESS

The development agreement consists of two steps as presented in the Washoe County Development Code. The first step in the process is the preliminary development agreement which consists of a document which describes the project and either a concept plan or a site plan. The applicant for Southwest Pointe has submitted a concept plan for the entire project along with a site plan for phase I development.

The applicant may also choose to submit other applications concurrently with the preliminary development agreement. As part of Southwest Point, for example, a tentative map application for phase I and accompanying special use permits for a water storage system, a child care facility, a village commercial center, two golf courses, driving range and recreation facilities, and an equestrian center have also been submitted for review. It is anticipated these subsequent applications will be heard after the preliminary development agreement has been approved by the Planning Commission.

The Planning Commission has until March 15, 1994 to take action on the preliminary development agreement application. If the preliminary development agreement is approved by the Planning Commission, a public hearing shall be scheduled before the Washoe County Board of County Commissioners within 30 days of the approval date. If the County Commissioners choose to modify the development agreement, the modification shall be referred to the Planning Commission for consideration.

As this project exceeds the threshold for the amount of housing units, need for waste water treatment and water usage, and amount of traffic generated, the proposed development is considered to be a project of regional significance. Once the Board of County Commissioners approves the preliminary development agreement, the Truckee Meadows Regional Planning Commission will review it to determine whether it complies with the Truckee Meadows Regional Plan.

The Director of Development Review shall review and find the final development agreement is the same development agreement as approved by Washoe County and the Truckee Meadows Regional Planning Commission. The Washoe County Board of County Commissioners shall execute the final document.

No development of the project may begin until the final development agreement has been approved and filed for recordation with the County.

#### PROJECT DESCRIPTION/DESIGN

The proposed development consists of  $\pm 3,272$  acres and is located in the southwest truckee meadows area. The subject property is located west of Zolezzi Lane and Thomas Creek Road and is north of the Mount Rose Highway. The Toiyabe National Forest is located along the west property line. Both Thomas Creek and Dry Creek cross the property. Also located on the site are two water tanks that were constructed by the South Truckee Meadows General Improvement District, and an easement for a 120 Kilovolt electrical transmission line that bisects the site in a north/south direction. A vicinity map is attached.

The proposed development consists of 1,090 single family residences, two 18-hole golf courses, a recreational center with tennis courts and a driving range, an equestrian center and a day care facility.

The residential component of this project will consist of lot sizes that range from one acre and larger lots (approximately 45 percent of residential units), 15 percent will be a minimum 1/2 acre lots and the remaining 40 percent will be a minimum of 12,000 square feet. The percentage of varying lot sizes is intended to be flexible in the concept plan. The exact proportion will be incorporated into the site plan for each phase to be included in the final development agreement. The proposed density and lot sizes are consistent with the adopted Southwest Truckee Meadows Area Plan.

The proposed 20,000 square foot neighborhood commercial use is permitted as a special use permit. This use is consistent with the goals and policies of the Comprehensive Plan and is compatible with the overall design of the project. By locating the neighborhood commercial use in a central location, it will internalize many pedestrian and vehicular trips within the project. The relatively small size of the use is not large enough to generate a large number of vehicle trips from outside the project.

The proposed golf courses add to the rural atmosphere that many area residents have supported. Care must be taken, however, to ensure that any runoff does not negatively impact the water quality in the area.

#### PHASING

The project shall be developed in three phases. Phase I includes a tentative map for 410 lots, an 18-hole golf course, the village center and driving range. Phase II will include an additional nine holes, the equestrian center and a tentative map for approximately 230 dwelling units. Phase III includes the remaining 450 lots and the last nine holes of golf.

#### STREETS/TRAFFIC

The following policies from the Washoe County Comprehensive Plan relating to traffic are relevant to this application:

**LUT.2.4 REQUIRE THAT ROADWAY FACILITIES BE MAINTAINED AND CONSTRUCTED AS NEEDED TO ENSURE HIGH QUALITY AND SAFE TRAVEL.**

LUT.2.4.1 The minimum acceptable Level of Service (LOS) for all County maintained roadway facilities shall be LOS C.

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**LUT.2.5 DEVELOP FINANCIAL PLANS TO ENSURE MAXIMUM COLLECTION AND EFFICIENT EXPENDITURES OF TRANSPORTATION IMPROVEMENT FUNDS.**

LUT. 2.5.3 The financial responsibility for providing all local internal roads and all collector roads needed to connect new development to the regional arterial roadway network should be borne by the development(s) which benefit from their construction. Impact program fee credits shall not be provided for any roadway that does not provide a regional benefit beyond serving the development or developments for which it was originally constructed.

The following policies from the Southwest Truckee Meadows Area Plan relating to traffic are relevant to this application:

**SWTM.4.1 ENSURE THAT CONSTRUCTION OF ROADWAY IMPROVEMENTS ARE ACCOMPLISHED IN A FASHION THAT SUPPORTS THE TRAFFIC EXPECTED ON OPENING DAY. IN THE CASE OF FACILITIES THAT CAN BE CONSTRUCTED TO A LOWER CLASSIFICATION TO SUPPORT THE OPENING DAY TRAFFIC (E.G. COLLECTOR VS. MINOR ARTERIAL), THE LOWER CLASSIFICATION FACILITY SHALL BE CONSTRUCTED.**

**SWTM.4.2 REQUIRE ANY DEVELOPMENT PROPOSAL THAT MUST HAVE ACCESS TO WHITES CREEK ROAD TO MEET THE FOLLOWING CONDITIONS WHEN APPROPRIATE:**

- A. CONTRIBUTE TO CONSTRUCTION OF THE WHITES CREEK ROAD.**
- B. TIME CONSTRUCTION OF THE DEVELOPMENT WITH COMPLETION OF THE APPROPRIATE PORTION OF THE WHITES CREEK ROAD NEEDED FOR THAT DEVELOPMENT.**

The proposed project, beginning with phase I, will need to be served by two roads, Zolezzi Lane and Whites Creek Lane. Zolezzi currently stops near the Reno Christian Fellowship and Whites Creek Lane does not extend to the site. The applicant is proposing to extend Zolezzi Lane to their property line, and construct Whites Creek Lane from Thomas Creek Lane to their property line, connecting them with an internal loop road. The applicant is proposing to dedicate the loop road to the County when it is completed.

**Zolezzi Lane**

The applicant is proposing to extend Zolezzi Lane to their site. Zolezzi Lane is identified as a collector in the Southwest Truckee Meadows Area Plan. As a collector, the Area Plan requires that two through-lanes be provided with sufficient road width for a turning lane for a minimum of 60 foot right-of-way (r.o.w.). In order to maintain the adopted County standard for a level-of-service "C" (LOS C) the maximum daily trips cannot exceed 9,580 along Zolezzi Lane. Although the Area Plan states the need to upgrade Zolezzi Lane to a minor arterial by the year 2007, there is insufficient r.o.w. to expand this road. Further, the Area Plan policy recommends that, when possible, roads should be constructed to the lower classification.

Although there is existing capacity in Zolezzi lane to accommodate additional trips, most of this available capacity will be absorbed by approved/unbuilt development. The applicant for Southwest Pointe is requesting to use the remaining capacity to serve phase I (410 dwelling units) of the development. The Regional Transportation Commission (RTC) has reviewed this application and concurs that the trips generated from phase I could leave Zolezzi Lane operating at LOS C, but the traffic generated from existing approved/unbuilt projects in the area would greatly exceed

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the remaining capacity when they are constructed. Should traffic along Zolezzi Lane exceed its available capacity, one of two options would need to be completed to accommodate the additional demand.

One option would be to upgrade Zolezzi Lane to a minor arterial classification. Four lanes of roadway would be needed. The current design of Southwest Pointe will cause Zolezzi Lane to fall below the County standard LOS C. If the current design is approved, the applicant will need to apply for an amendment to the Comprehensive Plan to upgrade Zolezzi Lane from a collector to a minor arterial.

Zolezzi Lane is shown on the area plan as a two lane collector (60 foot ROW) and, therefore, would not have the capacity for the build out traffic volumes expected (13,421 ADT for Southwest Pointe alone) using the County adopted LOS C. Presently, the right-of-way for Zolezzi Lane is a mixture of 60, 70 and 80 feet. There are a number of existing homes that front on Zolezzi Lane, which arterial standards do not permit, and several existing residential streets, that are spaced closer than what is allowed by arterial standards, provide access for the surrounding developments. These constraints would make it very difficult to upgrade Zolezzi Lane to a minor arterial standard, which is needed to carry the anticipated traffic volumes. Staff does not recommend approval of the current design of Southwest Pointe or the upgrading of Zolezzi Lane.

The second option would be to construct Whites Creek Lane from Thomas Creek Road to Wedge Parkway and eventually South Virginia Street. Although many projects in the area are dependent on using Zolezzi Lane, traffic from Southwest Pointe can be directed towards Whites Creek Lane, which would eliminate the need to upgrade Zolezzi Lane.

The RTC estimates that with all of the approved/unbuilt development in the area that will have to use Zolezzi Lane, there would be sufficient capacity remaining to accommodate an additional 1,000 trips from Southwest Pointe. This is equivalent to approximately ten percent (100 dwelling units) from Southwest Pointe.

Staff and RTC recommend the design of Southwest Pointe be revised to allow a maximum 109 dwelling units to access Zolezzi Lane. Additionally, a monitoring program should be initiated by RTC, as part of phase I development, in order that annual counts be made to determine when Zolezzi Lane reaches a LOS C. Once this threshold has been reached, no further building permits in the Southwest Pointe development would issued until Whites Creek Lane is constructed from the project site to its terminus at South Virginia street.

#### **Whites Creek Lane**

In the preliminary development agreement, the applicant is proposing to construct Whites Creek as an emergency access from their project to Thomas Creek Lane. The absence of Whites Creek Lane will contribute to the congestion of Thomas Creek Road. The Area Plan identifies Whites Creek Lane as a minor arterial with a 100 foot r.o.w. Staff recommends that Whites Creek Lane be constructed to County standards by the applicant as a two lane street from the project site, through the U.S. Forest Service property, and connect to Thomas Creek Road as part of phase I construction. The intersection design of Thomas Creek Road and Whites Creek Lane will need to be approved by the County Engineer. To accommodate the remaining 90 percent of the traffic generated by the project, Whites Creek Lane will need to be constructed to four lanes from Thomas Creek Road to its intersection with the secondary loop road.

The developer is proposing to use the monies collected from the County interim fee program to pay for the Construction of Whites Creek Lane from Thomas Creek Road to Wedge Parkway. The following street improvement projects are listed in the FY 1992-97 Washoe County Capital Improvements Program:

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- Construct new arterial (Wedge Parkway) from the Mt. Rose Highway to Zolezzi Lane.
- Construct Whites Creek Road from Thomas Creek Road east to the new arterial (Wedge Parkway) connecting the Mt. Rose Highway and Zolezzi Lane.

Prior to the approval of the final development an "area wide" Transportation Study be performed by to assess the offsite roadway requirements of this project. The study should consider (a) the effects of all existing development, (b) effect of all possible future developments, (c) an analysis of the operation of the existing intersections affected by this project, and (d) a design of the Wedge Parkway/Zolezzi Lane intersection including an alignment study for Wedge Parkway between Whites Creek Lane and Zolezzi Lane. The objective of the study is to determine the cumulative effects of development in the study area. The applicant shall pay their fairshare cost for the "area wide" Transportation Study.

#### **Internal Streets/Project Design**

To ensure that Whites Creek Lane is the preferred means of access for future residents of Southwest Pointe for all but ten percent of future dwelling units, the concept plans and subsequent tentative maps will need to be revised to direct traffic towards this road. These revisions should include, but not be limited to:

1. relocation of the day care center near the proposed elementary school, relocate both schools to the north of Whites Creek Lane;
2. design of the school sites to avoid having a "reduced speed zone" along Whites Creek Lane;
3. construction of an all weather pedestrian and bicycle improvements should be made along Whites Creek Lane and the two loop roads;
4. redirection of streets and entrances in the concept plans towards Whites Creek Lane; and
5. development and submittal of a pedestrian circulation plan as part of the final development agreement.
6. elimination of the access of the secondary loop road to Zolezzi Lane between the equestrian center and the driving range.

#### **Construction Haul Route**

The developer is proposing to use Thomas Creek Road to the Whites Creek Lane (west of Thomas Creek Lane) as the construction haul route for the entire project. Improvements will have to be made to Thomas Creek Lane by the applicant to use this route. A traffic analysis and an intersection design for Thomas Creek Road/Whites Creek Lane would have to be prepared by licensed Nevada Civil Engineer. An analysis of Thomas Creek Road/Mt. Rose Highway intersection would also be needed. The primary construction haul route will become Whites Creek Lane once it is connected to Wedge Parkway.

Another possible alternative for construction haul route would have the applicant construct a alternative access to the site, possibly using the existing maintenance road for the power line that bisects the site.

Staff does not recommend Zolezzi Lane be used for construction traffic as this street currently functions as a residential collector and would be unsafe as a haul route, especially over a 15 year build-out period.

Any haul route will need to be approved by the County Engineer and improvements made to his satisfaction. All individual home builders should be required to use the approved haul route.

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## **PARKING/STREET DESIGN**

In order to maintain a rural character, the applicant is proposing to have "rural roads" and "rural cul-de-sacs" which do not allow on-street parking. While the absence of on-street parking adds to the rural character of the neighborhoods, staff is concerned about the lack of space for additional parking. The applicant is proposing to add areas for additional parking at a ratio of one space per three homes. Staff concurs with this idea with the understanding that auxiliary parking areas not be located farther than 300 feet from surrounding homes and that parking lots be screened and landscaped.

In addition to the off-site parking, staff recommends that additional space be provided for storage within garages of homes on 12,000 square foot lots. This would help homeowners use the garage for parking their cars and not as a storage room.

According Chapter 85 Washoe County Code, all private and public streets must have a minimum 50 foot right-of-way and be improved to Washoe County Public Works standards. The developer is proposing to construct some of the streets that have a 41 foot right-of-way.

## **Golf Course Crossing**

No "at-grade" crossings for golf carts will be allowed along the primary loop road as this will become a County collector street. Golf cart crossings will have to be underground or by a bridge over the street. Staff recommends a tunnel crossing be used to avoid the appearance of a large structure that a bridge would create. The design for cart-crossings on the private streets shall be reviewed and approved by the County Engineer.

## **North-South Road**

During the review process, TMS/Tessa expressed their concern about the proposed traffic circulation plan around Southwest Pointe. This developer would like to see a road constructed that would connect the Mt. Rose Highway to either Zolezzi Lane or Whites Creek Lane. A north-south connection was not considered by the applicant of Southwest Point or by staff since it is not proposed in the adopted Area Plan.

## **OPEN SPACE/CONSERVATION**

As part of the project design, approximately 1,575 acres of natural open space would be provided in addition to a 10-acre park site, six-acres of regional trails and one-acre trail head. The concept plan concentrates most of the development in the center of the site and is surrounded by an open space buffer.

The following policy from the Washoe County Comprehensive Plan concerning wildlife habitat is relevant to this application:

### **C.2.15 PROTECT KEY WILDLIFE HABITATS; HABITATS OF THREATENED, ENDANGERED OR RARE SPECIES; AND KEY MIGRATION ROUTES.**

The Nevada Division of Wildlife (NDW) has reviewed this application. This project is located in the critical winter range for the mule deer that inhabit the Carson Range. Mule deer migrate to these lower elevations to escape deep snow and to forage. The NDW supports the "mitigative zoning and buffer aspects" of the project, but note that special efforts to maintain browse shrubs within the buffer and fire protection zones should be included in the development. The NDW also notes its concern about the proposed golf course and their attraction by Canada geese. The developer should continue to work with the NDW throughout the construction of the project to address these issues.

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The following policy from the Washoe County Comprehensive Plan concerning archaeological preservation is relevant to this application:

**C.1.3 DO NOT KNOWINGLY ALLOW DESTRUCTION OR LOSS OF A CULTURAL OR SCENIC RESOURCE THROUGH A DISCRETIONARY ACTION (E.G. LAND USE PLANNING) OR ADMINISTRATIVE ACTIONS (E.G. ISSUANCE OF BUILDING PERMITS) UNLESS: (A) THE SITE OR RESOURCE HAS BEEN REVIEWED BY THE DIVISION OF HISTORIC PRESERVATION AND ARCHEOLOGY AND THE APPROPRIATE LOCAL GOVERNMENT AND HAS BEEN FOUND TO BE OF INSIGNIFICANT VALUE, OR (B) THERE IS AN OVERRIDING PUBLIC BENEFIT FROM THE PROJECT AND MITIGATION MEASURES TO OFFSET THE LOSS ARE MADE PART OF THE PROJECT.**

C.1.3.1 The Washoe County Department of Development Review will request an archeological/historical survey during the planning stages of a project if the project is located in an area of high archaeological sensitivity that has not been previously surveyed.

C.1.3.2 The Washoe County Department of Development Review will request project design guidelines (e.g. clustering of buildings visual or aesthetic standards, and buffering) in areas found to have cultural and/or scenic value in order to avoid loss or degradation of the resource.

The Nevada State Historic Preservation Office (SHPO) has reviewed the proposed project and a number of archaeological sites are present within the subject property. The SHPO recommends that a cultural resources survey be conducted for previously unsurveyed areas and that previously recorded, unevaluated sites be evaluated for their significance (National Register Eligibility).

A preliminary wetlands investigation was prepared by the applicant and three types of waters/wetlands were found. Most of these areas are located along streams and creeks. A final wetlands delineation, and approval by the Army Corps of Engineers, shall be included as part of the final development agreement.

The following policy from the Washoe County Comprehensive Plan concerning protection of riparian vegetation is relevant to this application:

**C.2.4 REGULATE DEVELOPMENT IN ORDER TO PROTECT THE RIPARIAN VEGETATION ASSOCIATED WITH THE TRUCKEE RIVER AND THE STREAMS, CREEKS AND WETLANDS OF THE REGION.**

C.2.4.1 In order to protect vegetation along streams and the Truckee River, the Washoe County Department of Development Review will require the following, as appropriate, during development review:

- a. Establishment of setbacks from the top of the bank.
- b. Regulation of the removal of trees and other vegetation.

C.2.4.2 As appropriate, the Washoe County Department of Development Review will direct the design of new roads, housing, subdivisions, and other land uses in streamside areas so that riparian vegetation is retained and the streams remain open and unfenced.

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- a. When roads must be constructed parallel to a stream, they should be built with a wide separation of the road from the stream and no homesites placed between the road and the stream. The land between the road and the stream should remain as open space and could include planned trails or bicycle paths.
- b. Free movement and access to the stream and to the riparian areas shall be permitted.

There are two areas within the project that have riparian vegetation. Some of the proposed development is adjacent to these areas. Special attention must be given to buffer these areas from any site disturbances. Buffers shall be provided in the design of future subdivision and golf course development.

Pursuant to section 110.408.45 of the Development Code, provisions for the common open space development shall be conditioned upon approval of the tentative subdivision. Provisions shall be made to monitor and maintain, for a period of three-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:

- (1) Vegetation management;
- (2) Watershed management;
- (3) Debris and litter removal;
- (4) Fire access and suppression;
- (5) Maintenance of public access and/or maintenance of limitations to public access; and
- (6) Other factors deemed necessary by the Planning Commission or the Board of County Commissioners.

Prior to the approval of the final development agreement, a maintenance plan shall be prepared and submitted to Development Review staff for review. Provisions shall be made for the permanent preservation and ongoing maintenance of the common open space and other common areas. CC&R's (with the County as an interested party) are generally utilized as the legal instrument for enforcement.

A deed restriction should stipulate what uses will be permitted in the common open space and prohibit future sale of properties without the consent of the County.

An open space management plan and map should be prepared that identifies the ownership of all open space and who will be responsible for maintaining these areas. The common area located within the development shall be identified as equal fractional ownership between all lots in this development and any maintenance shall be perpetually funded and privately maintained by the homeowner's association.

**RECREATION**

**C.2.19 ENCOURAGE SUBURBAN RESIDENTIAL SUBDIVISIONS TO INCLUDE LANDSCAPING WITH TRAILS, AND BIKE PATHS IN THE DESIGN OF ALL BUFFERS AND OPEN SPACE.**

As previously stated, a 10-acre park site is offered for dedication to the County. A sketch plan has been submitted, which conceptually approved by the County, should be included in the final development agreement. The applicant is proposing to enter into an agreement with Washoe County where the developer would construct the recreational facilities in the park. The developer would then be reimbursed for the cost of the construction from the Residential Construction Tax.

The applicant is also proposing that the homeowner's association would be responsible for maintaining the park.

As part of project, approximately six miles of trails will be located in the common open space to be dedicated to the County or other public body. The developer will work together with staff from the Department of Parks and Recreation to locate the regional, public trails to the satisfaction of Washoe County and the developer.

#### **AIR QUALITY**

The District Health Department has reviewed this application and is concerned about the amount of dust that will be created from the large amount of grading needed for this project. The area in question is subject to gusty wind conditions, especially during the spring and summer months. Prior to a grading permit being issued, a detailed dust control plan must be submitted to, and approved by, Air Quality Management, for each phase of development.

#### **DRAINAGE/STORMWATER MANAGEMENT**

- PSF.3.8. CONTROL STORMWATER RUNOFF FROM NEW DEVELOPMENTS TO:**
- A. PREVENT SILTATION AND POLLUTION OF LAKES, RIVERS AND STREAMS.**
  - B. PREVENT EROSION, FLOODING AND OTHER SURFACE WATER DAMAGE.**
  - C. PREVENT INCREASES IN DOWNSTREAM PEAK FLOWS.**
  - D. PRESERVE AND ENHANCE THE REGION'S WATER RESOURCES.**

**PSF.3.8.2** The Washoe County Department of Development Review will ensure that new development provides on-site detention and drainage facilities as needed to make sure that development of the site does not adversely impact downstream properties and is consistent with the wetlands protection policies.

Properties downstream in Thomas Creek and Dry Creek are currently subject to flood damages during 100-year flood events. The project will require control of post-development 100-year runoff rates from on-site activities to pre-development conditions.

Thomas Creek is to become a major source of drinking water for the South Truckee Meadows. The storm water and urban drainage from this project cannot be allowed to degrade the water quality in Thomas Creek. The storm water and urban drainage from this project will require treatment prior to discharge into Thomas Creek to control sediment, oils, grease, nutrients and other chemicals that are used on landscaping.

The project design proposes on-site detention ponds are to be incorporated into the project design. All detention basins shall be maintained by the developer, and eventually the home owners association. The detention facilities will need to be designed to incorporate control of the above mentioned contaminants, and include operation and maintenance schedules and periodic water quality sampling. In addition to detention facilities, systematic cleaning of the streets, parking lots and catch basins, and control of salt and sanding activities need to be delineated. All of these activities should be included into an storm water and urban drainage management plan that will be incorporated into the final development agreement.

Dry Creek is not anticipated to become a source of drinking water but does flow, in many locations, into Steamboat Ditch which will become a source of drinking water for the South Truckee Meadows. The stormwater discharges from this project that flow to Dry Creek will need to be controlled to pre-development flow conditions and will be controlled to prevent water quality

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degradation of Steamboat Ditch. Drainage structures under Steamboat Ditch should also be provided that would pass the 10-year frequency storm event.

The proposed golf courses will need to be designed to prevent direct discharge of surface water runoff to Thomas Creek. A golf course management plan will need to be prepared and included in the final development agreement, that documents how the migration of fertilizers, pesticides, herbicides and fungicides to surface and ground waters will be prevented. A surface and ground water sampling program will also need to be implemented to demonstrate that migration is not occurring, and commits to modifying practices in the event that any of the above materials are detected.

The proposed equestrian center's drainage, unless properly designed, could contain significant quantities of bacteria, nutrients, and other animal waste products. These animal wastes, if discharged into Thomas Creek, would be very detrimental. An animal waste management plan for the equestrian center should be prepared and submitted prior to any permits being issued for this use.

Construction of this project without the imposition of erosion and sediment controls during construction would negatively impact Thomas Creek and Steamboat Ditch. A construction management plan with erosion and sediment controls, and operation and maintenance schedules along with sampling of Thomas Creek above and below the project, will need to be prepared and included in to final development agreement.

Snow storage areas are needed for this project and need to be shown on the tentative maps.

#### **REGIONAL STORMWATER DETENTION**

The 1990 Kennedy/Jenks/Chilton report and the 1993 COE Thomas Creek Reconnaissance Investigation report state the need for a flood detention facility to be constructed along Thomas Creek for protecting existing and future developments near South Virginia Street. Two sites are proposed for the construction of a detention facility. Both of the sites are located on the Southwest Pointe property where the school and park sites are proposed.

It is staff's recommendation that the off-site location be reserved for period of five years. If the Kennedy/Jenks/Chilton report is not adopted by the County, or if other suitable alternative solutions are found to reduce the downstream flooding, this site should be used for the school and park uses.

#### **EMERGENCY RESPONSE**

The Washoe County Comprehensive Plan recommends that a maximum 10 to 15 minute response time for police be provided for residential development. According to the Washoe County Sheriff's office, the current response time for emergency calls in this area is approximately 14 minutes and 20 minutes for non-emergency calls. Although the Sheriff's office will be able to serve this project by using Zolezzi Lane, there will be an increase to the overall response time. To reduce response for this project and other development in the area, the Sheriff's office recommends that a north/south arterial be constructed thorough this subdivision.

The following policy from the Washoe County Comprehensive Plan relating to fire protection is relevant to this application:

- C.2.6      ENCOURAGE NEW AND EXISTING DEVELOPMENT IN OUTLYING AREAS TO ESTABLISH FIREBREAKS, AND RELOCATE AND/OR MAINTAIN FIRE ROADS WHEN SUCH ROADS ARE IMPACTED BY THE DEVELOPMENT.**

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The Washoe County Comprehensive Plan recommends that a maximum 5 to 10 minute response time for fire protection be provided for residential development. This project is located within the boundaries of the Sierra Fire Protection District, Galena area and would be served by the existing station located approximately two miles west of the Mt. Rose Highway/Thomas Creek Road intersection. The Nevada Division of Forestry (NDF) is requiring that at least two 24 foot wide emergency access roads be provided from public right-of-ways. The NDF agrees with the Sheriff's office that a north/south road be provide from Callahan Ranch Road. As a minimum, Whites Creek Lane should be extended from the project site to Thomas Creek Lane as part of phase I.

The NDF is also requiring that perimeter road, at least 30 feet wide, be provided around the project to serve as access for emergency vehicles and as a fuel break for fire suppression. One possible method of providing a fuel break along the western project boundary is to locate the golf fairways between homes and the foothills. The developer is proposing to dedicate a one-acre site for a fire station along Whites Creek Lane near the proposed schools.

The Southwest Pointe Project is adjacent to the Truckee Meadows Fire Protection District (TMFPD). There has been some discussion about the project site being annexed by the TMFPD. *Should this annexation occur, the developer will need to comply with the TMFPD requirements.* Southwest Pointe should be designed to address the concerns of the fire protection agency that has jurisdiction of the project at the time of the final development agreement.

#### **PUBLIC SERVICES AND FACILITIES**

The following policy from the Washoe County Comprehensive Plan relating to water quality is relevant to this application:

**PSF.1.20 ENSURE WATER QUALITY STANDARDS ARE MAINTAINED CONSISTENT WITH THE SAFE DRINKING WATER ACT AND IN COMPLIANCE WITH THE NEVADA WATER POLLUTION CONTROL LAW AND UNDERGROUND INJECTION PROGRAM.**

PSF.1.20.1 The Washoe County Department of Development Review, in conjunction with other appropriate agencies, shall evaluate potential groundwater quality impacts for any project meeting the criteria for a Project of Regional Significance. A mitigation plan shall be developed and approved for those projects which are determined to have significant impacts on groundwater quality.

The proposed method of water supply is by the development of a new water system. Washoe County has drilled a series of test holes in the vicinity of the proposed development. It appears there are areas where there is a high likelihood of finding water sufficient in quantity and quality to serve this project. Additional testing of the wells Continued access to the existing monitoring wells must be provided or new wells should be provided by the applicant.

It is anticipated that Thomas Creek will eventually contribute to a surface water treatment plant. The Utility Division is concerned with activities occurring within this watershed. Development plans within the area of any well will be looked at carefully from the perspective of wellhead and groundwater protection.

A master plan for the phasing of dedication of water rights should be included in the final development agreement. Sufficient water rights will needed to serve the 1,090 homes, two golf courses, village center, school sites and park facility.

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Southwest Pointe will be served by the South Truckee Meadows Wastewater treatment plant. Evidence that sufficient capacity to serve this project shall be provided to staff prior to final map approval.

The following policy from the Washoe County Comprehensive Plan relating to water quantity is relevant to this application:

**PSF.1.24 REDUCE WATER DEMAND THROUGH XERISCAPE LANDSCAPING, RECLAMATION, AND REUSE OF WASTEWATER FOR PARKS, MEDIANS, GOLF COURSES, AND OTHER APPROPRIATE APPLICATION USES.**

To reduce groundwater irrigation, the developer is proposing to utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. The developer should install the necessary infrastructure as part of the initial construction to utilize this resource when it becomes available.

#### **SCHOOLS/EDUCATION**

Children in the southwest attend the Galena High School, Pine Middle School and either the Elizabeth Lenz or Brown Elementary Schools. The following policy from the Washoe County Comprehensive Plan relating to education is relevant to this application:

**PSF.7.1 PROVIDE AN ADEQUATE LEVEL OF SCHOOL SERVICES FOR WASHOE COUNTY RESIDENTS IN RESPONSE TO GROWTH IN WASHOE COUNTY**

PSF.7.1.2 The Washoe County School District, in conjunction with the Washoe County Department of Comprehensive Planning, will determine the need and location of future school facilities to satisfy projected enrollment.

The applicant is offering to dedicate a 25-acre site for a new middle school and 10-acre site for an elementary school as part of the development agreement. The Washoe County School District supports both of these locations. As previously stated, however, these sites are the location for the dam sites proposed in the Kennedy/Jenks/Chilton report. Should the County choose not to reserve these sites for the flood detention facilities, or if an acceptable alternative is presented to address down stream flooding, it is recommended the proposed sites be dedicated to the County for the two schools. The location of the two schools should, however, be located to the north of Whites Creek Lane as shown in a sketch plan of the area.

#### **GEOLOGIC HAZARDS**

The Engineering Division is concerned about the location fault lines that are located within the right-of-ways of several streets. The following policy from the Washoe County Comprehensive Plan relating to geologic hazards is relevant to this application:

**C.2.9 ENSURE THAT TECHNICAL INFORMATION ON GEOLOGIC HAZARDS IS INCORPORATED INTO THE LAND USE PLANNING AND DEVELOPMENT PROCESS.**



C.2.9.3

Prior to the approval of a development proposal, the Washoe County Department of Development Review will require geologic reports that identify potential hazards. In areas where geologic hazards are identified, extensive soil, hydrology, and engineering studies must clearly demonstrate that the proposed development will not result in avoidable public costs and will not pose significant risk of earthquake, landslide, erosion, sedimentation and drainage problems.

The project was designed so that streets are parallel to the faults and not perpendicular. Fault lines will also be located outside the cub face.

#### LANDSCAPING/ARCHITECTURE/PROJECT DESIGN

The following landscaping policies from the Washoe County Comprehensive Plan are relevant to this application:

**LUT.1.16 ENCOURAGE LANDSCAPING THAT ENHANCES THE NATURAL ENVIRONMENT, COMPLEMENTS THE SURROUNDING ARCHITECTURAL STYLE, AND UTILIZES XERIC PRINCIPLES.**

PSF.1.23.4 The Washoe County Department of Comprehensive Planning will attach conditions to all subdivision approvals mandating installation of conservation devices.

A landscaping and irrigation plan that complies with section 110.412.35 of the Washoe County Development Code should be included with future development applications. These landscaping plans should include proposed streetscapes, the village center/clubhouse, the equestrian center and common open space areas. This plan should also address maintenance responsibilities. It is recommended these plans be reviewed and approved by the Design Review Committee prior to the approval of the final development agreement.

The applicant is proposing to construct a meandering path system along most of the streets. The Engineering Division is concerned about the maintenance of these improvements since they extend outside of the right-of-way in some areas. Staff recommends the meandering pedestrian path design only if the developer, and eventually the home owners association, agree to perpetually maintain these areas.

#### CITIZEN INPUT

The Southwest Truckee Meadows CAB reviewed this application at their October and November meetings. It was the consensus of the CAB that they like the project design and that traffic is their primary concern. It is the CAB's recommendation that monies collected from County's Interim Fee program be used for the construction of roads (e.g. Whites Creek Lane and/or Wedge Parkway) that are needed to serve this development.

#### APPLICABLE REGULATIONS

Nevada Revised Statutes Chapter 278; Washoe County Code Chapter 110.

JVM(DA193S)

Attachments: Conditions

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xc:

Rusty Nash, Deputy D.A.; Judy Ramos, Assessor's Office; Engineering Division; Leo Drozdoff, Environmental Engineer, Nevada Division of Environmental Protection, 123 West Nye Lane, Carson City, NV 89710; Regional Transportation Commission; Truckee Meadows Regional Planning Agency, 1400A Wedekind Road, Reno, NV 89512; Jerry Smith, Redfield Land Company, 1755 East Plumb Lane, #212, Reno, NV 89502; Jeff Dingman, Dingman Investments, 1597 Esmeralda Avenue, Minden, NV 89423; Brita Tryggvi, CFA, Inc., 1150 Corporate Blvd., Reno, Nv 89502.

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**GENERAL CONDITIONS**  
for  
**DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**  
for  
**SOUTHWEST POINTE (REVISED 1/12/94)**

(As recommended by Development Review Staff and attached to Staff Reports dated December 3, 1993 and January 11, 1994)

COMPLIANCE WITH THE CONDITIONS OF THIS DEVELOPMENT AGREEMENT IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST.

A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEVELOPMENT REVIEW STAFF.

GENERAL CONDITIONS

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. The recorded final development agreement shall be effective for a period not-more-than 15 years. An extension of this approval may be granted if mutually agreed to by the developer and Washoe County.
4. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's office and the development review staff. 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 property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum:
  - a. Private roads within the subdivision.
  - b. Equestrian center.
  - c. Staffing of maintenance and security forces.
  - d. Common area landscaping.
  - e. Entrance gates.
  - f. Snow removal and storage areas.
  - g. Landscaping along streets.
  - h. Fire and fuelbreaks on open space.
  - i. Detention basins and the accumulated sediment.
  - j. Equestrian/pedestrian trails.
  - k. Bicycle and pedestrian paths.
  - l. Private streets and utilities.

- m. Golf cart crossings.
- n. Off-site residential parking areas.
- o. Public park center.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
  - b. Specifications on the limitation of turf area for single family homes.
  - c. Notice of requirement to pay future sewer user fees
  - d. Minimum defensible space requirements.
  - e. Snow storage areas.
  - f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Requirement of open space remaining open to pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
5. Prior to ground disturbing activity, the developer shall provide an archaeological/historical survey for review by the Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology.
  6. The developer shall participate in any applicable General Improvement District or Special Assessment District formed by Washoe County to the satisfaction of the applicable division of Public Works.
  7. All new utilities shall be placed underground to the satisfaction of the County Engineer.
  8. Prior to final map approval, the developer is to provide written approval of the plans for the installation of mail delivery facilities from the US Postal Service. The system must be shown on the project construction plans and installed as part of the on-site improvements to the satisfaction of the County Engineer and the US Postal Service.
  9. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
  10. Prior to submittal to the Washoe County Board of County Commissioners, the final development agreement shall be reviewed and approved by the Washoe County District Attorney's Office.
  11. Within six months of the approval of the preliminary development agreement, a draft final development agreement that conforms with the provisions of section 814 of the Washoe County Development Code shall be completed and submitted to the Washoe County Department of Development Review. Washoe County Department of Development Review will provide comments on the draft final agreement. The final development agreement will then be submitted to the Washoe County Board of County Commissioners within three months. Extensions of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.

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PHASING

12. The project shall be developed in three phases. Phase I includes a tentative map for 436 lots, an 18-hole golf course, the village center and driving range. Phase II will include an additional nine holes, the equestrian center and a tentative map for approximately 220 dwelling units. Phase III includes the remaining 434 lots and the last nine holes of golf. Modification to the proposed phasing plan may be made if mutually agreeable the developer and Washoe County. These modifications may include the commercial portion of the project and the second 18-hole golf course, which may be constructed during phase II or phase III.
13. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.

14. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.

TRAFFIC

15. A LOS C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.
16. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site, to the satisfaction of the County Engineer.
17. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
18. Prior to the issuance of the 85th building permit, the following roadway improvements shall be constructed to the satisfaction of the County Engineer:
  - A. The remaining two lanes of Whites Creek Lane from Thomas Creek Road to the project site if warranted by projected traffic demands;
  - B. As a minimum, two (2) lanes of Whites Creek Lane from Thomas Creek Road to Wedge Parkway with 100 feet of right-of-way, or four (4) lanes if warranted by projected traffic volumes; and
  - C. Two lanes, connecting the interior loop road to Welcome Way, to public local street standards.

19. The final development agreement shall not be approved until the right-of-way of all necessary off-site accesses from the project to Thomas Creek Road are obtained. A recorded right-of-way document shall be provided to the satisfaction of the County Engineer and the District Attorney's Office.
20. Prior to the final approval of the development agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District (SAD) for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Condition No.'s 16 and 18, from the project site to Wedge Parkway, to the satisfaction of the County Engineer.

Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

NOTE

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.

21. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 85th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 85th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

22. Prior to approval of the final development agreement, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded.
23. Prior to the approval of the final development agreement, a schematic pedestrian circulation plan. As part of each tentative map, a detailed pedestrian circulation plan will be submitted and approved by the Department of Development Review.
24. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.
25. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
26. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - C. Private -50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or

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locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.

- D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the *Pedestrian Circulation Plan to the satisfaction of the County Engineer*. No residential driveway access will be allowed.
  - E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
  - F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 1/2 foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
  - G. Public - 100 ROW major arterial street (more than 10,830 ADT).
27. *Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer, Washoe County Department of Development Review and the developer. Maintenance of median landscaping shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.*
28. *Meandering asphalt paths will be acceptable provided:*
- A. *Pedestrian easements are included for portions of the paths located outside the County r.o.w.*
  - B. *Landscaping between the back of the curb and the path shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer.*
  - C. *Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.*
29. *Proposed roadways (public or private) are not to be centered along fault lines. Faultlines shall be located behind the curbline, on the up-thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback excluding construction for buildings for human occupancy may be reduced, to the satisfaction of the County Engineer.*

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30. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded.
31. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement, to the satisfaction of the County Engineer.
32. Temporary County Standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street, to the satisfaction of the County Engineer.
33. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 500 feet to the satisfaction of the County Engineer and the applicable fire protection agency. These roads shall have a 30-foot access easement with a minimum 20-foot width of 6 inches of Type 2 Class B aggregate base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.
34. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. The emergency access road shall be constructed within a 30 foot access easement to a minimum 20 foot width with 4 inches of Type 2 Class B aggregate base.
35. Street lights shall be installed at major intersections to the satisfaction of the County Engineer.
36. Unless otherwise stated in the final development agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer.
37. The minimum pavement structural section shall be 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector-classified streets and shall be 3 inches of asphalt over 6 inches of granular base for roadways for local streets to the satisfaction of the County Engineer.
38. The applicant shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required.
39. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater, to the satisfaction of the County Engineer. Where possible, crossings should be below the grade of public streets.
40. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.

41. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.
42. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
43. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.
44. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

#### AIR QUALITY MANAGEMENT

45. Prior to the approval of the final development agreement, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

#### DRAINAGE

46. Detention/retention facilities are to be maintained by a homeowner's association and perpetually funded unless the County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County.
47. A general concept level storm drain master plan shall be submitted and approved prior to acceptance of the final development agreement to the satisfaction of the County Engineer. The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10 and 100 year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities.
48. Prior to recordation of any final map, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

49. A maintenance plan of all drainage facilities, to be owned by the homeowner's association, shall be provided prior to approval of the final development agreement. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe county water treatment plant, and associated Steamboat Ditch conveyance system. All runoff from improved areas which runs into the Steamboat Ditch shall be pre-treated for silt and petrochemicals and shall be routed through a "wet" detention facility or approved alternative, to the satisfaction of the Utility Division and the Department of Development Review.
50. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.
51. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
- A. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
- B. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within five (5) years of the approval of the final development agreement. If construction is not started within by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
- C. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
- D. If the detention basin is constructed, the property shall be dedicated to Washoe County.
52. The increase in development-caused runoff from the 100 year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained On-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company, to the satisfaction of the County Engineer.
53. Prior to the approval of the final development agreement, a geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area, to the satisfaction of the County Engineer.

The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report.

54. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.
55. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building Code Section 7011 amended.
56. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be *mutually agreeable to Washoe County and the developer*. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation.
57. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The applicant shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch.
58. Prior to approval of the final map, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection. If required, point discharge permit for each proposed detention pond will be obtained from the Nevada Division of Environmental Protection and copy submitted to the Engineering Division.

The applicant shall contact the Division of Water Resources, State of Nevada, to determine whether the proposed flood detention facilities will require a permit.

59. Prior to approval of the final development agreement, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
60. Prior to approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
61. Prior to approval of the final development agreement, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A service and ground water sampling program shall be implemented to demonstrate that migration is not occurring, and commits to modifying practices in the event that any of the above materials are detected.
62. An animal waste management plan for the equestrian center shall be prepared prior to the issuance of a building permit for that facility, that documents how the migration of bacteria, nutrients and other animal waste byproducts to surface and ground waters will be prevented.
63. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100 year flows and lined, to the satisfaction of the County Engineer.

WATER

64. Prior to the approval of the final development agreement, the applicant shall provide staff with a phasing schedule for the dedication of water rights. Permitted or certificated groundwater rights in the amount of 1.12 acre feet must be dedicated to Washoe County for each lot of a final map. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
65. Prior to the approval of the final map, the developer shall demonstrate how compliance with NRS 278.349, that requires the availability of water meet applicable health standards and is sufficient in quantity to serve the foreseeable needs of the subdivision, shall be met to the satisfaction of the District Health Department and Washoe County Department of Development Review.
66. Prior to the approval of the final development agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Office. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.
67. Prior to the approval of the final development agreement, a schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.
68. Prior to final map approval, a letter of approval for the water rights serving this proposal must be submitted from the Division of Water Resources. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource to the satisfaction of the Utility Division.
69. The developer shall provide adequate assurance that the sewage, water and drainage systems will be satisfactorily maintained and operated
70. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters.
71. Water quality results from a State certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
72. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits.
73. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling.
74. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval. The water source shall meet both primary and secondary standards of the Safe Drinking Water Act.

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75. The tentative maps shall show the maintenance roads for the existing and proposed water tanks. The location of these roads shall be mutually agreeable to Washoe County and the developer.
76. The developer shall provide access to the existing monitoring wells to the satisfaction of the Utility Division. In the event access is no longer available, the developer shall construct new wells to the satisfaction of the Utility Division.
77. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

#### WASTEWATER

78. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
79. The project shall be designed to accommodate a gravity flow sanitary sewer system within the boundaries of the subdivision. Such design shall be to the satisfaction of the Utility Division.
80. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.
81. All minor infrastructure for potable water distribution shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.
82. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
83. The sanitary sewer collection system and water system facilities must be offered for dedication to Washoe County.

84. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
85. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance to the satisfaction of the Utility Division.
86. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development.
87. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance.
88. Easements for all water and sewer utilities shall be offered for dedication to the satisfaction of the Utility Division.

#### GRADING

89. The development shall comply with the requirements of the Hillside Development Ordinance, as applicable.

#### SCHOOLS

90. Should the proposed "off-stream" location for the flood detention facility proposed in the 1990 Kennedy/Jenks report not be dedicated for this purpose, a minimum ten acre site for an elementary school and a minimum 25 acre site for a middle school shall be offered for dedication.

If the "off-stream" flood control facility is dedicated to Washoe County, a 10 acre site for the elementary school shall be offered for dedication.

If the area for the "off-stream" facility is dedicated, but the County has not complied with Condition No. 51, the use for the area shall revert back to a school site and/or a park site (if requested by Washoe County) as proposed by the developer. If a school or park site is not requested by Washoe County, this area shall remain as an open space buffer.

#### FIRE PROTECTION

91. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the introduction of any combustible materials to the site.
92. A minimum one-acre site shall be offered for dedication, if requested by the applicable fire protection agency, for a fire station. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements.

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PARKS/RECREATION/OPEN SPACE

93. Prior to the approval of the final development agreement, an open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses *allowed and who is responsible for maintenance*. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowner's association and provisions be made for perpetual funding for maintenance.
94. The final development agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County.
95. Unless the off-stream site is dedicated to the County, a minimum 10-acre public park site shall be offered for dedication to the County. A sketch plan has been submitted, which if conceptually approved by the County, should be included in the final development agreement. The final park design shall be mutually agreeable to the County and the developer. The developer will construct the recreational facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.
96. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

LANDSCAPING/ARCHITECTURAL DESIGN

97. Prior to the approval of the final development agreement, the developer shall submit schematic landscaping and architectural design guidelines of the entire project to the Design Review Committee (DRC) for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.
98. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs.
99. Homes located on 12,000 square foot lots shall have a minimum 160 square foot storage space added in their garages, if only one garage space is provided.
100. A minimum 25 foot landscape buffer shall be installed between the homes and the collector and secondary loop streets. The homeowners association shall be required to perpetually maintain these areas.

OTHER

101. Prior to acceptance of the first final map, the telephone easement Doc. No. 415899, which runs through the middle of many lots, shall be realigned with appropriate abandonment and relocation easements, or the proposed lots realigned, to the satisfaction of the County Engineer.



**TENTATIVE MAP CONDITIONS**  
for  
**DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**  
for  
**SOUTHWEST POINTE**

(As recommended by Development Review Staff and attached to Staff  
Report dated December 3, 1993)

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

*If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.*

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.

4. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.
5. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
6. The roadway structural sections for the proposed 80 foot public right-of-way shall have as a minimum 5 inches of asphalt on 8 inches of aggregate base. A final geotechnical report must be prepared, however, prior to final map approval to determine if additional structural capacity above the minimum is required. On-site construction haul route traffic and school traffic is to be considered in the pavement analysis. The proposed on-site private road right-of-way widths are acceptable as shown for the tentative map of Phase 1.

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7. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
- A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - C. Private - 50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.
  - E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot asphalt meandering one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
  - F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 1/2 foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
  - G. Public - 100 ROW major arterial street (more than 10,830 ADT).
8. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater, to the satisfaction of the County Engineer. Where possible, crossings should be below the grade of public streets.

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9. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.
10. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.
11. Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

NOTE

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.

12. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
13. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.
14. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

AIR QUALITY MANAGEMENT

15. Prior to the approval of the final development agreement, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

DRAINAGE

17. Detention/retention facilities are to be maintained by a homeowner's association and perpetually funded unless the County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County.

- The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.
18. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
    - A. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
    - B. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within five (5) years of the approval of the final development agreement. If construction is not started within by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
    - C. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
    - D. If the detention basin is constructed, the property shall be dedicated to Washoe County.
  17. The increase in development-caused runoff from the 100 year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained On-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company, to the satisfaction of the County Engineer.
  19. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.
  20. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building Code Section 7011 amended.
  21. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable by Washoe County and the developer. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation.
  22. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100 year flows and lined, to the satisfaction of the County Engineer.

WASTEWATER

23. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.

PARKS AND RECREATION

24. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

LANDSCAPING

25. A minimum 25 foot landscape buffer shall be installed between the homes and the collector and secondary loop streets. The homeowners association shall be required to perpetually maintain these areas.

OTHER

26. All new utilities shall be placed underground to the satisfaction of the County Engineer.

*washoe county development review*

**FINAL MAP CONDITIONS**  
for  
**DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**  
for  
**SOUTHWEST POINTE**

(As recommended by Development Review Staff and attached to Staff  
Report dated December 3, 1993)

ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES SHALL BE PROVIDED IN AN APPROPRIATE FORM AND AMOUNT, TO THE SATISFACTION OF THE PUBLIC WORKS DEPARTMENT PRIOR TO RECORDATION OF THE FINAL MAP, UNLESS OTHERWISE STATED.

PRIOR TO FILING A FINAL MAP FOR RECORDATION, THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEVELOPMENT REVIEW STAFF AT LEAST FOUR (4) WEEKS BEFORE THE ANTICIPATED RECORDATION DATE TO REVIEW REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL.

A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP, WHICH PERMITS THE ADDITION, DELETION, OR AMENDMENT OF CONDITIONS, MUST BE SUBMITTED TO THE DEVELOPMENT REVIEW STAFF AT LEAST 60 DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP; SAID EXPIRATION BEING ONE YEAR FROM THE DATE OF THE BOARD OF COUNTY COMMISSIONERS APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP.

GENERAL CONDITIONS

1. Unless specifically stated in the final development agreement, final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map or any subsequent extension date.
2. 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. All documentation necessary to satisfy the conditions noted below shall accompany the final map when submitted to the Engineering Division and the development review staff.
3. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's office and the development review staff. 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 property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement of the following items, at a minimum:
  - a. Private roads within the subdivision.
  - b. Equestrian center.
  - c. Staffing of maintenance and security forces.
  - d. Common area landscaping.
  - e. Entrance gates.
  - f. Snow removal and storage areas.
  - g. Landscaping along streets.
  - h. Fire and fuelbreaks on open space.
  - i. Detention basins and the accumulated sediment.
  - j. Equestrian/pedestrian trails.
  - k. Bicycle and pedestrian paths.
  - l. Private streets and utilities.

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- m. Golf cart crossings.
- n. Off-site residential parking areas.
- o. Public park center.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
- b. Specifications on the limitation of turf area for single family dwellings.
- c. Notice of requirement to pay future sewer user fees
- d. Minimum defensible space requirements.
- e. Snow storage areas.
- f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
- g. Potential for conservation easements or dedication of open space.
- h. Prohibition of motorized vehicles in open space.
- i. Areas with potential for equestrian traffic.
- j. Requirement of open space remaining open to pedestrian and bicycle traffic.
- k. Notice of pedestrian easements to abutting properties.

- 4. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.

- 5. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.
- 6. A note shall be placed on all 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 Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology, 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.

- 7. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada, when field conditions mandate construction other than that shown in the original drawing.
- 8. The final map shall designate faults, by distance and bearings, that have been active during the Holocene epoch of geological time and shall contain the following note to the satisfaction of the development review staff:

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NOTE

No habitable structures shall be located on a fault that has been active during the Holocene epoch of geological time. The faults have been located by Civil Engineer Registered in Nevada and experienced in Geotechnical Engineering and field surveyed by a Nevada Registered Land Surveyor.

9. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization, mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
10. All soil boring logs must be included as part of the construction drawings to the satisfaction of the County Engineer.
11. All new utilities shall be placed underground to the satisfaction of the County Engineer.
12. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
13. The Washoe County Planning Commission certificate on the final map shall be to the satisfaction of the County Engineer and the Department of Development Review.

TRAFFIC

14. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 85th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 85th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and



- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

- 15. Prior to approval of the final development agreement, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded.
- 16. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.
- 17. The roadway structural sections for the proposed 80 foot public right-of-way shall have as a minimum 5 inches of asphalt on 8 inches of aggregate base. However, a final geotechnical report must be prepared prior to final map approval to determine if additional structural capacity above the minimum is required. On-site construction haul route traffic and school traffic is to be considered in the pavement analysis. The proposed on-site private road right-of-way widths are acceptable as shown for the tentative map of Phase 1. Public right-of-way will not be evaluated until the recommended transportation study is completed.
- 18. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
- 19. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of

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pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.

- C. Private -50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.
  - E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
  - F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 1/2 foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
  - G. Public - 100 ROW major arterial street (more than 10,830 ADT).
20. Medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer. Maintenance of median landscaping shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
21. Meandering asphalt paths are acceptable provided pedestrian easements are included in portions of the paths located outside the County right-of-way. Landscaping between the back of the curb and the paths shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer. Maintenance of median landscaping and pedestrian paths shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
22. Proposed roadways (public or private) are not to be centered along fault lines. Faultlines shall be located behind the curbline, on the up-thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback, excluding construction for buildings for human occupancy, may be reduced to the satisfaction of the County Engineer.

23. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded.
24. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement, to the satisfaction of the County Engineer.
25. Temporary County Standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street, to the satisfaction of the County Engineer.
26. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs serving ten or more lots to the satisfaction of the County Engineer. These roads shall have a 30-foot access easement with a minimum 20-foot width of 6 inches of Type 2 Class B aggregate base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.
27. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. The emergency access road shall be constructed within a 30 foot access easement to a minimum 20 foot width with 4 inches of Type 2 Class B aggregate base.
28. Street lights shall be installed at major intersections to the satisfaction of the County Engineer.
29. Unless specifically stated in the final development agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer.
30. The minimum pavement structural section shall be 4 inches of asphalt over 6 inches of granular base for roadways (public and private) with a right-of-way of 60 feet in width and shall be 3 inches of asphalt over 6 inches of granular base for roadways with a right-of-way of 50 feet in width to the satisfaction of the County Engineer.
31. The applicant shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required.
32. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.
33. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.

34. Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

NOTE

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.

35. Project streets that are designed with security gates at points intersecting shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
36. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.

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DRAINAGE

37. Prior to recordation of any portion of the subdivision, a final, detailed hydrology/hydraulic report for that phase, prepared by a registered engineer, shall be submitted to the County Engineer for approval. The report shall include the locations, points of entry and discharge, flow rates and flood limits of all 10 and 100 year storm flows impacting both the site and off-site areas and the methods for handling those flows. The report shall include all storm drain pipe and ditch sizing calculations and a discussion of and mitigation measures for any impacts on existing off-site drainage facilities and properties.
38. Prior to recordation of any final map, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.
39. The 100-year floodplain boundaries and flood elevations shall appear on each final map to the satisfaction of the County Engineer. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map to the satisfaction of the County Engineer. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted or until conformance with Washoe County flood construction standards is determined by the County Engineer.
40. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the District Health Department and the County Engineer.
40. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.

WATER

41. Prior to the approval of a final map by the District Health Department, the production wells that will serve any phase of this development must be constructed, pump tested and sampled to ensure the proposed water system has sufficient quality and quantity.
42. Before approval of the final map will be considered, a letter from the water purveyor committing adequate water service to this proposal must be submitted District Health Department.
43. Prior to final map approval, a letter of approval for the water rights serving this proposal must be submitted from the Division of Water Resources. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource to the satisfaction of the Utility Division.
44. The developer shall provide adequate assurance that the sewage, water and drainage systems will be satisfactorily maintained and operated

45. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, no grading permit shall be issued prior to District Health Department approval of the referenced final map. This condition does not apply to the construction of production wells required in condition Number 48.

The applicant may seek relief from the District Board of Health for this requirement or may choose to create a separate parcel for the first 18-hole golf course.

46. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters.
47. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits.
48. A letter, which can be a will-serve letter, from the appropriate provider committing water service must be submitted to the District Health Department and Utility Division. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.
49. The final map shall contain the following note to the satisfaction of the development review staff:

**NOTE**

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by resolution of the Board of County Commissioners.

50. The developer shall provide access to the existing monitoring wells to the satisfaction of the Utility Division. In the event access is no longer available, the developer shall construct new wells to the satisfaction of the Utility Division.
51. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

**WASTEWATER**

52. Proper easements shall be shown for off-site sewage and drainage systems to the satisfaction of the Utility Division and the County Engineer.
53. The Nevada Division of Environmental Protection must submit a letter to the District Health Department certifying their approval of the final map.
54. All minor infrastructure for sewer collection shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division.

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55. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
56. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.
57. All hookup fees for the area within the final map will be paid to the satisfaction of the Utility Division.
58. The developer shall deposit with the Utility Division the sum of \$50.00 per lot prior to recordation of all or part of the final map. This fee shall represent the development's prorated share of the completed water and wastewater facilities plan for the south Truckee Meadows .
59. Prior to final map approval, a letter, which can be a will-serve letter, from the Utility Division committing sewer service, must be submitted to the District Health Department. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.
60. All minor infrastructure for potable water distribution shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.
61. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development.

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GRADING

62. Prior to approval of the first final map, an erosion control/soil stabilization plan and grading plan shall be approved by the Washoe-Storey Conservation District. A copy of the approval shall be submitted to the District Health Department, Department of Development Review and Washoe County Engineer.

LANDSCAPING

63. Detailed landscaping and irrigation plans for the village commercial center, club house, golf courses, golf driving range and equestrian center shall be submitted prior to the issuance of a building permit for the particular use.

**washoe county development review**



**SPECIAL USE PERMIT APPLICATION CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE**

(As recommended by Development Review Staff and attached to Staff  
Report dated December 3, 1993)

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
4. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
5. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
6. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.

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- B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- C. Private -50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.
- E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
- F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 1/2 foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
- G. Public - 100 ROW major arterial street (more than 10,830 ADT).

DRAINAGE

- 7. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.
- 8. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.
- 9. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building Code Section 7011 amended.

10. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation.

**washoe county development review**

**SPECIAL USE PERMIT CONSTRUCTION CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE**

(As recommended by Development Review Staff and attached to Staff  
Report dated December 3, 1993)

GENERAL CONDITIONS

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. A note shall be placed on all 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 Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology, 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.
4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada, when field conditions mandate construction other than that shown in the original drawing.
5. The final map shall designate faults that have been active during the Holocene epoch of geological time and shall contain the following note to the satisfaction of the development review staff:

**NOTE**

No habitable structures shall be located on a fault that has been active during the Holocene epoch of geological time.
6. All new utilities shall be placed underground to the satisfaction of the County Engineer.

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TRAFFIC

7. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zioezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 85th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 85th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

8. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.
9. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.

DRAINAGE

10. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the District Health Department and the County Engineer.

GRADING

11. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.

WATER

12. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

LANDSCAPING

13. Detailed landscaping and irrigation plans for the village commercial center, club house, golf courses, golf driving range and equestrian center shall be submitted prior to the issuance of a building permit for the particular use.

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# Article 814

## **DEVELOPMENT AGREEMENTS**

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### Sections:

110.814.00	Purpose
110.814.05	Applicability
110.814.10	Requirements for Applications
110.814.15	Allowed Uses, Densities and Standards
110.814.20	Review and Approval Process
110.814.25	Concurrent Processing of Other Approvals
110.814.30	Professional Assistance
110.814.35	Contents of Preliminary Development Agreement
110.814.40	Concept Plan
110.814.45	Site Plan
110.814.50	Optional Contents
110.814.55	Planning Commission Review of Preliminary Development Agreement
110.814.60	Notice
110.814.65	Appeal of Denial
110.814.70	Action by Board
110.814.75	Contents of Final Development Agreement
110.814.80	Approval Procedures for Final Development Agreement
110.814.85	Recordation of Approved Final Documents
110.814.90	Periodic Review
110.814.95	Amendment or Cancellation of Development Agreement

**Section 110.814.00 Purpose.** The purpose of this article, Article 814, Development Agreements, is to allow for any person having a legal or equitable interest in land to enter into an agreement with Washoe County concerning the development of that land, as provided in NRS 278.

**Section 110.814.05 Applicability.** A development agreement may be approved by ordinance for land which is to be developed as a single entity provided that the development, including uses and development standards, is consistent with the Comprehensive Plan, including the area plans, and any specific plan, if applicable.

**Section 110.814.10 Requirements for Application.** A development agreement may be initiated by the property owner or by the property owner's authorized agent. Applications for a development agreement shall be filed with the Department of Development Review.

**Section 110.814.15 Allowed Uses, Densities and Standards.**

- (a) **Laws in Effect.** The allowed uses, densities and standards of the land subject to the development agreement shall be those in effect at the time the agreement is made, provided that all such uses, densities and standards are consistent with the Comprehensive Plan, including the area plans, and any specific plan, if applicable.

- (b) Subsequent Actions. A development agreement shall not prevent the County, in subsequent actions applicable to the property, from adopting new ordinances, resolutions or regulations that conflict with those ordinances, resolutions and regulations in effect at the time the development agreement is made, except that any subsequent action by the County shall not prevent the development of the land as set forth in the development agreement.
- (c) Emergency Situations. The County may suspend the issuance of building permits for the development project after a noticed public hearing if it finds in good faith that a clear and present emergency requires the suspension.
- (d) State or Federal Restrictions. In the event that state or federal laws or regulations enacted after a development agreement has been entered into, prevent or preclude compliance with one (1) or more of the provisions of the development agreement, such provisions shall be modified or suspended as may be necessary to comply with the new state or federal laws or regulations. Any such action shall be taken by the Board of County Commissioners after a noticed public hearing.

**Section 110.814.20 Review and Approval Process.** The development agreement process consists of two steps as set forth in this section. Under no circumstances shall development of the land subject to the development agreement be allowed to proceed until after the final development agreement has been approved and filed for record pursuant to this article.

- (a) Step One: Preliminary Development Agreement. The applicant shall submit the text of the proposed development agreement accompanied by either a concept plan or a site plan and other information required by this article. The applicant has the option of submitting either plan and the Director of Development Review may request a site plan.
- (b) Step Two: Final Development Agreement. Subsequent to approval of the preliminary development agreement, the applicant shall submit a final development agreement for approval as set forth herein.
  - (1) If a site plan was approved at the first step of the process, the final development agreement shall contain a final site plan.
  - (2) If a concept plan was approved at the first phase of the process, the final development agreement shall include the site plan.
  - (3) The submittal shall include other information as required by this article.
  - (4) The site plan and other applicable materials from the final development agreement shall be recorded pursuant to this article.

**Section 110.814.25 Concurrent Processing of Other Approvals.** Applications for all discretionary approvals may accompany the preliminary development agreement or may be substituted at a later date. If they are submitted at a later date, the conditions, terms, restrictions and requirements for subsequent actions on these approvals shall be included in the preliminary development agreement.

**Section 110.814.30 Professional Assistance.** Preparation of the preliminary development agreement and final development agreement shall require, at a minimum, the services of a Nevada civil engineer who is a registered professional engineer, or registered land surveyor.



Depending on the complexity of the development, the services of an American Institute of Certified Planners (AICP) recognized planner, a licensed architect, and a Nevada registered landscape architect may also be required by the Director of Development Review.

**Section 110.814.35 Contents of Preliminary Development Agreement.** The application shall include the provisions of this section.

- (a) **Development Agreement.** A development agreement containing the following:
  - (1) A legal description of the land subject to the development agreement;
  - (2) The proposed duration of the development agreement;
  - (3) The permitted uses of the land;
  - (4) The density and/or intensity of uses;
  - (5) The maximum height and size of the proposed buildings;
  - (6) Any provisions for the dedication of any portion of the land for public use;
  - (7) A provision that the materials listed in this article under "Contents of Final Development Agreement" are automatically incorporated into the development agreement by reference when these materials are approved by the Planning Commission; and
  - (8) A provision that the development agreement does not bind the parties, or their successors in interest, until such time as the development agreement is recorded pursuant to this article.
- (b) **Interest in Land.** The nature of the landowner's and the applicant's legal interest in the land proposed for development in the application.
- (c) **Open Space Management.** The form and name, if available, of the organization proposed to own and maintain any common open space.
- (d) **Use Ratio.** The ratios of the land areas in residential to land areas in nonresidential uses and the ratio of square feet of residential to nonresidential uses.
- (e) **Utilities.** The proposed system, including a feasibility analysis, for disposition of sanitary waste and storm water.
- (f) **Circulation.** The plan for vehicular traffic, pedestrian traffic and transit facilities. This plan shall include the provisions for parking of vehicles and the location and width of proposed streets and public rights-of-way.
- (g) **Modifications.** The listing of required modifications to the standards imposed by other articles of this Development Code.
- (h) **Plan.** A concept plan prepared pursuant to this article, or a site plan prepared pursuant to this article.

- (i) **Legal Agreements.** The substance of covenants, grants or easements, or other restrictions proposed to be imposed upon the use of the land, buildings and structures, including proposed easements or grants for public utilities.
- (j) **Schedule.** A schedule showing:
  - (1) The proposed times within which the final development agreement must be filed; and
  - (2) The proposed times within which all other applications for final approval of all portions of the land subject to the development agreement are intended to be filed, or in the case of a plan which provides for development over a period of years, the periods within which application for final approval of each part thereof is intended to be filed.

**Section 110.814.40 Concept Plan.** A concept plan shall include the information required by this section.

- (a) Name of project, boundary, and vicinity maps showing the location and acreage of the land subject to the development agreement, date, north arrow and scale of plan.
- (b) All existing lot lines, easements and rights-of-way.
- (c) Proposed land uses, including areas proposed to be dedicated or reserved as common open spaces or for public or semi-public uses, with estimates of the acreage for each type of land use, the densities and/or intensities of development, and the general allocation of the densities and/or intensities of development to the various parts of the site.
- (d) Approximate location and arrangement of all structures or outlines of areas within which buildings or structures may be located.

**Section 110.814.45 Site Plan.** A site plan and supporting maps, if applicable, shall include the information required by this subsection.

- (a) Name of project, boundary, and vicinity maps showing the location and acreage of the land subject to the development agreement, date, north arrow and scale of plan.
- (b) Name and address of the owner of record, developer, planner and seal of the engineer, architect or landscape architect.
- (c) Existing and proposed topography at a two (2) foot contour interval, or at a contour interval appropriate for the site, as determined by the Director of Development Review. All elevations shall refer to the nearest United States Coastal and Geodetic Bench Mark. If any portion of the land subject to the development agreement is within the 100-year floodplain, the area will be shown and base flood elevations given. Indicate areas within the site and within fifty (50) feet of its perimeter boundary, where ground removal or filling is required.
- (d) Regulatory zone boundaries within five hundred (500) feet of the perimeter of the land subject to the development agreement.

- (e) The location and use of structures within three hundred (300) feet of the perimeter of the land subject to the development agreement.
- (f) All existing lot lines, easements and rights-of-way within the land subject to the development agreement, and within those parcels within five hundred (500) feet of the perimeter of the land subject to the development agreement.
- (g) Proposed traffic flow patterns, entrances and exits, loading and unloading areas, emergency access areas, and curb cuts on the site.
- (h) The location of all present and proposed public and private ways, parking areas, driveways, ramps, curbs, walls, fences, bicycle and pedestrian ways, and landscaping. If determined appropriate by the Director of Development Review, proposed locations of the listed facilities and features may be indicated by typical locations.
- (i) Proposed land uses, including areas proposed to be dedicated or reserved as common open spaces or for public or semi-public uses, with estimates of the acreage for each type of land use, the densities and/or intensities of development, and the general allocation of the densities and/or intensities of development to the various parts of the site.
- (j) Approximate arrangement of individual lots.
- (k) Approximate location and arrangement of all structures or outlines of areas within which buildings or structures may be located.
- (l) Preliminary elevations and/or perspective drawings of all typical proposed buildings or other structures, including proposed maximum heights and floor areas.
- (m) A general landscaping plan.
- (n) A general grading plan.

**Section 110.814.50 Optional Contents.** In addition to the required contents of a development agreement, as set forth in this article under "Contents of Preliminary Development Agreement", the development agreement may contain the provisions listed in this section.

- (a) **Key Dates.** A date upon which construction must commence and a date when the project or any phase of the project must be complete. If either date is specified, a process for extension of the date shall be included.
- (b) **Financing.** Terms and conditions relating to applicant financing of necessary public facilities with or without subsequent reimbursement over time.
- (c) **Assignability.** Restrictions on the assignability of the agreement by the applicant and, if assignable, provisions ensuring that the successor in interest assumes the obligations under the development agreement.
- (d) **Minor Modifications.** Provisions for minor modifications of the development agreement.

- (e) Other. Other terms and conditions related to the proposed project, including any of the materials required by Section 110.814.75 with the exception of the final site plan, which are mutually agreeable to the parties.

**Section 110.814.55 Planning Commission Review of Preliminary Development Agreement.** The preliminary development agreement shall be reviewed by the Planning Commission and final action shall be taken by the Board of County Commissioners. Approval of a preliminary development agreement does not authorize development or the issuance of any building permits.

- (a) General Provisions. The Planning Commission shall conduct at least one (1) public hearing relative to the application within ninety (90) days from the date the complete application was accepted. Notice shall be provided as set forth in this article.
- (b) Time Period for Action. The Planning Commission may take action on the proposed development agreement at the conclusion of the public hearing, but shall take action no later than one hundred and eighty (180) days after the complete application was accepted. An extension of time for Planning Commission action may be granted if mutually agreed upon between the applicant and the Director of Development Review.
- (c) Failure to Act. Failure of the Planning Commission to hold a public hearing or take action within the time frames provided in Subsections (a) and (b) of this section shall constitute a recommendation of approval.
- (d) Planning Commission Action. Following the conclusion of the public hearing, the Planning Commission shall take one of the following actions:
- (1) Recommend approval of the development agreement and accompanying plan;
  - (2) Recommend approval subject to specified conditions not included in the agreement and plan as submitted; or
  - (3) Deny approval of the development agreement and accompanying plan. Denial of either of these items shall constitute denial of the preliminary development agreement.
- (e) Findings. The recommendation of approval or the denial of the preliminary development agreement shall be accompanied by findings on the degree the development agreement or accompanying plan would or would not be in the public interest including, but not limited to, findings on the provisions of this subsection.
- (1) The extent to which the accompanying plan is consistent with the Comprehensive Plan policies and the area plan(s).
  - (2) The reasons why departures from Development Code regulations are or are not deemed to be in the public interest.
  - (3) The purpose, location and amount of the common open space in the proposed project, the reliability of the proposals for maintenance and conservation of the common open space, and the adequacy or

inadequacy of the amount and purpose of the common open space as related to the proposed density and type of residential development.

- (4) The physical design of the project and the manner in which the design does or does not make adequate provision for public services.
  - (5) The relationship, beneficial or adverse, of the proposed project to the neighborhood in which it is proposed to be established.
  - (6) In the case of a development agreement and accompanying plan which propose development over a period of years, the sufficiency of the terms and conditions intended to protect the interests of the public, residents and owners of the land subject to the development agreement in the integrity of the plan.
- (f) Effect of Planning Commission Denial. In the event the Planning Commission denies a preliminary development agreement, that action is final unless appealed to the Board of County Commissioners pursuant to this article.
- (g) Planning Commission Report. Within forty (40) days of the action by the Planning Commission, a report describing the discussion at the public hearing, and recommendation and vote of the Planning Commission, along with a copy of the preliminary development agreement, shall be transmitted to the Board of County Commissioners. If the Planning Commission does not recommend approval, it should state why it could not make the findings in Subsection (e) of this section.

**Section 110.814.60 Notice.** Notice for all public hearings required by this article shall be given in accordance with the provisions of this section.

- (a) Notice of Property Owners by Mail. A notice setting forth the time, place, purpose of hearing, and map or physical description of the land involved shall be sent by mail at least ten (10) days before the meeting to the following persons:
- (1) All owners of real property that are the subject of the development agreement;
  - (2) Advisory boards created by the Board of County Commissioners for the area in which the property that is the subject of the development agreement is located;
  - (3) All owners of real property within three hundred (300) feet of the property which is the subject of the development agreement;
  - (4) All tenants of any mobile home park that is located within three hundred (300) feet of the property which is the subject of the development agreement; and
  - (5) All General Improvement Districts (GID) for the area in which the property that is the subject of the development agreement is located.
- (b) Number of Notices. If the number of notices sent pursuant to this section does not total thirty (30) or more, the County shall send out additional notices to make the total number at least thirty (30). These notices shall be sent to owners of

real property that are closest to the property in question, not including those owners provided notice pursuant to Subsection (a) of this section.

- (c) Notice in the Newspaper. A notice setting forth the date, time and place of the public hearing shall be published in a newspaper of general circulation in Washoe County not less than ten (10) days prior to the public hearing date.

**Section 110.814.65 Appeal of Denial.** A denial action of the Planning Commission may be appealed in accordance with the provisions of this section.

- (a) Appeal Period. An appeal of the Planning Commission's denial of a preliminary development agreement may be made to the Board of County Commissioners within fifteen (15) days after the date of the decision. If the end of the appeal period falls on a non-business day, the appeal period shall be extended to include the next business day.
- (b) Who Can Appeal. Appeals may be filed by the Board of County Commissioners, applicant, or applicant's authorized agent.
- (c) Appeal by Applicant or Applicant's Agent. An appeal by the applicant or the applicant's authorized agent shall be filed with the Director of Development Review, accompanied by a filing fee. The appeal shall be in writing and state the basis of the appeal by citing the inadequacy of the findings made by the Planning Commission. Such reasons shall be based upon the evidence presented to the Planning Commission at the original hearing. Failure of the appellant to present such reasons shall be deemed cause for denial of the appeal.
- (d) Action on Appeal. The appeal of the Planning Commission's denial of a preliminary development agreement shall be processed pursuant to this article.

**Section 110.814.70 Action by Board.** The Board of County Commissioners shall review a preliminary development agreement in accordance with the provisions of this section.

- (a) Time Period for Hearing. The Clerk of the Board of County Commissioners shall schedule a public hearing before the Board of County Commissioners on the appeal of a denial or recommendation of approval by the Planning Commission within thirty (30) days of the filing of the appeal or receipt of the Planning Commission's action.
- (b) Notice of Hearing. The public hearing shall be noticed as required by this article.
- (c) Actions to be Taken by Board. The Board shall take action on the development agreement and accompanying plan provided, however, that the development agreement shall not be adopted prior to adoption of the accompanying plan and tentative subdivision map, if required.
- (d) Board of County Commissioners' Action.
  - (1) If the Board of County Commissioners is considering an appeal from a denial of a preliminary development agreement, it may use the record and any additional evidence relative to the application and may confirm or reverse the denial based upon its interpretation of the findings required and the evidence submitted.

- (2) If the Board of County Commissioners is considering a recommendation of approval, it may take action to approve the preliminary development agreement as recommended by the Planning Commission if no modification of the Planning Commission's recommendation is proposed.
- (3) If the Board of County Commissioners proposes to modify the recommendation of approval from the Planning Commission, the proposed modification shall be referred to the Planning Commission for consideration. The Planning Commission shall not be required to hold a public hearing on the modification. The Planning Commission shall submit a report on the proposed modification to the Board of County Commissioners within ninety (90) days from the date of referral by the Board of County Commissioners. Failure to report shall be deemed a recommendation of approval. Prior to making a final decision, the Board of County Commissioners shall be required to conduct a public hearing and notice this hearing pursuant to this article.

**Section 110.814.75 Contents of Final Development Agreement.** The final development agreement shall include, but shall not be limited to, the information as required by this section. If a site plan was approved as part of the development agreement, the final development agreement shall consist of a final site plan which substantially complies with the adopted site plan. If a site plan was not included as part of the development agreement, a site plan prepared pursuant to this article shall be required. If any of the other information required by this section was adopted as part of the preliminary development agreement pursuant to this article, it shall be included in the final development agreement as approved therein.

- (a) **Development Agreement.** The development agreement as described in this article under "Contents of a Preliminary Development Agreement," and approved pursuant to this article under "Action by Board".
- (b) **Legal Agreements.** The substance of covenants, grants or easements, or other restrictions proposed to be imposed upon the use of the land, buildings and structures, including proposed easements or grants for public utilities approved pursuant to this article.
- (c) **Plan.** A final site plan that is consistent with the approved site plan or, if no site plan has been approved, an original site plan, either of which shall comply with the provisions of this article.
- (d) **Installation and Maintenance.** A program for the installation and maintenance of parking areas, lighting, landscaping, infrastructure, utilities and recreational facilities.
- (e) **Open Space Resources.** A program for the protection of open space resources.
- (f) **Development Schedule.** A development schedule indicating:
  - (1) The approximate date for the start of construction; and
  - (2) The phases, if any, in which the land subject to the development agreement will be built and the approximate dates for the completion of each phase.

- (g) Development Standards Handbook. A development standards handbook that provides development standards for the following:
- (1) Architectural style;
  - (2) Energy supply and conservation;
  - (3) Land grading, erosion and flood control;
  - (4) Natural hazards;
  - (5) Fire protection, security services and medical services;
  - (6) Housing supply;
  - (7) Water supply, treatment, storage, conservation and reuse;
  - (8) Wastewater treatment;
  - (9) Maintenance and enhancement of air quality;
  - (10) Wildlife and fisheries preservation;
  - (11) Historic, cultural and archaeological resources preservation;
  - (12) Recreational amenities;
  - (13) Open space provision and maintenance;
  - (14) Financial assurances for the development of the property and provision of services;
  - (15) Phasing of development;
  - (16) Procedures for the implementation of the development standards and amendment of the development standards handbook;
  - (17) Documentation verifying the development agreement approval, including reductions of all maps/drawings approved by the Board of County Commissioners as part of the approval of the preliminary development agreement; and
  - (18) Such other information which may be required by the Director of Development Review.
- (h) Other. Any optional contents included in the preliminary development agreement pursuant to this article, and any additional material required pursuant to any terms or conditions of approval of the preliminary development agreement.

**Section 110.814.80 Approval Procedures for Final Development Agreement.** The final development agreement shall be approved in accordance with this section. In order to approve a final application, the Director of Development Review shall find that the final development agreement is in substantial compliance with the approved preliminary development agreement.



If it is not in substantial compliance, the proposed final development agreement must be modified to bring it into compliance or the development agreement shall be amended pursuant to this article. The Director of Development Review shall find that the development agreement required in Section 110.814.80(a) is the same development agreement as approved pursuant to Section 110.814.70 and has not changed.

- (a) **Application.** An application for final development agreement approval may be submitted for all the land included in a development agreement or for a portion of the land, if so provided in the approved preliminary development agreement. The application must be completed and submitted to the Department of Development Review within the time limit established as part of the approval of the preliminary development agreement.
- (b) **Process.** The final development agreement shall be reviewed by the Director of Development Review and executed by the Board of County Commissioners. Any action by the Director of Development Review may be appealed pursuant to this article.
- (c) **Plan in Substantial Compliance.** If the applicant submits a final development agreement containing a site plan purporting to be in substantial compliance with the approved site plan, the Director of Development Review shall determine if it is in substantial compliance with the site plan in the approved preliminary development agreement. In making this determination, the following criteria shall be used to determine if the second site plan is in substantial compliance with the approved site plan:
  - (1) The proposed gross residential density or intensity of use is not changed;
  - (2) The proposed ratio of residential to nonresidential use is not changed;
  - (3) The area set aside for common open space is not reduced or the area is not substantially relocated;
  - (4) The floor area proposed for nonresidential use is not increased;
  - (5) The total ground area covered by buildings and the height of buildings is not increased; and
  - (6) The plan provisions are consistent with the adopted preliminary development agreement.

**Section 110.814.85 Recordation of Approved Final Documents.** A final development agreement which has been given approval by the County shall be certified without delay by the County and filed in the Office of the County Recorder before any development occurs in accordance therewith. Upon recordation, the development agreement binds all parties and their successors in interest for the duration of the agreement.

**Section 110.814.90 Periodic Review.** The Director of Development Review shall cause the development agreement to be reviewed every twenty-four (24) months on the anniversary date of its adoption, until such time as the development is complete. A more frequent review may be undertaken at the direction of the Planning Commission or Board of County Commissioners.

- (a) Good Faith Compliance. As part of the review, the applicant or successor in interest shall be required to demonstrate good faith compliance with the terms of the development agreement.
- (b) Termination or Modification. If the County finds and determines, on the basis of substantial evidence, that the applicant or successor in interest has not complied in good faith with the terms and/or conditions of the development agreement, the County may take action to terminate or modify the development agreement.
  - (1) Action to terminate or modify a development agreement may be initiated only by the Planning Commission or Board of County Commissioners.
  - (2) No action to terminate or modify a development agreement shall be taken without a public hearing noticed pursuant to this article.

**Section 110.814.95 Amendment or Cancellation of Development Agreement.** A development agreement may be amended or canceled, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest, as set forth in this section.

- (a) Notice of Intention. Notice of intention to amend or cancel any portion of the development agreement must be published in a newspaper of general circulation in Washoe County.
- (b) Approval of Amendment or Cancellation. The Board of County Commissioners may approve an amendment to the development agreement by ordinance if the amendment is consistent with the Comprehensive Plan, including the area plans. The Board of County Commissioners may approve a cancellation of a development agreement if it determines that to do so is in the best interests of the County.
- (c) Recordation of Amendment or Cancellation. The original of the amendment or cancellation shall be certified without delay by the County and filed in the Office of the County Recorder.



# WASHOE COUNTY

"To Protect and To Serve"



**WASHOE COUNTY PLANNING COMMISSION**  
**DEPARTMENT OF DEVELOPMENT REVIEW**  
**Michael A. Harper, AICP, Director**

Development Review (702) 328-6100  
Business License Div. (702) 328-3733  
FAX (702) 328-3648

MEMBERS:  
L. H. "Buck" Metcalf, Chair  
Robert C. Oakes  
Alan R. Rock

Ann Johnson  
Ed Meagher  
Lynette Preku  
Robert Strobel

## MEMORANDUM

**TO:** Washoe County Board of County Commissioners  
**FROM:** Washoe County Planning Commission  
**RE:** Amendment of Development Agreement Case No. DA9-1-93  
**DATE:** October 21, 1994

Initialed By: SK

## GENERAL INFORMATION SUMMARY

**APPLICANT:** SOUTHWEST POINTE/DINGMAN INVESTMENTS

**REQUESTED ACTION:** To amend the preliminary development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The amendment would allow the applicant to begin preliminary grading of the golf course and installation of infrastructure along Zolezzi Lane prior to the approval of the final development agreement. The total acreage of the project is  $\pm 3,171.6$  acres. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 41-030-12)

## WCPC RECOMMENDATIONS/FINDINGS

At its regular meeting of September 20, 1994, the Washoe County Planning Commission considered the above-referenced case and, following a public hearing, recommended approval for Amendment of Development Agreement Case No. DA9-1-93. This recommendation is based upon the following findings:

1. That the proposed amendment to the preliminary development agreement would not have a substantive impact on the original preliminary development agreement approval;
2. That circumstances have not substantially changed since the approval of the draft development agreement; and

3. That the Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

Ayes:	Johnson, Metcalf, Meagher, Oakes, Preku, Rock, Strobel
Nays:	None
Abstained:	None
Absent:	None

Jeff Murphree reviewed the staff report, dated September 13, 1994, and brought the history of the subdivision up to date stating that County Commission had approved in February, 1994, Regional Planning Commission in March, 1994 and the Planning Commission had granted an extension for completion in August, 1994 in order to allow the necessary time for negotiations to be complete for access through U.S. Forest Service land. He stated the applicant had provided revised conditions which were amended by staff. If the requested amendment were approved, the applicant would be required to apply for a special use permit before work on the golf course could begin. The purpose of the application was to enable applicant to begin grading work on the golf course so as not to lose the entire construction season. Mr. Murphree stated he had received one phone call from a resident of Saddlehorn who had concern for the water drawdown. Mr. Murphree stated there is a condition in the preliminary development agreement requiring the applicant to dedicate water in phases. The applicant will be required to dedicate the appropriate amount of water rights for the golf course.

Brita Tryggvi, CFA, representing the applicant, was present to answer questions.

Commissioner Strobel questioned Ms. Tryggvi about the source of dedicated water and how water dedication worked.

Ms. Tryggvi explained that there were several monitoring wells in place on the parcel, some of them being monitored by the Washoe County Utility Division. Some were better than others and the better ones would be those used. She stated there would be a temporary tap for dust control during preparation of the golf course.

Commissioner Strobel stated that a property owner in the North Valleys had expressed a concern for the aquifer and wondered how the problem of depleting the water supply was being addressed.

Mr. Murphree stated the aquifer was monitored by the State Engineer.

Mike Harper addressed Commissioner Strobel stating that he had asked a very complex question. He stated the State Engineer was responsible for determining the impact of wells on the aquifer and it was a safe assumption that some drawdown would occur. The definition used by the engineer's office was "reasonable and safe drawdown." It had been an issue for a number of years with the County and the Utility Division had not addressed the issue. He stated that it would be reasonable to bring this issue to the water workshop to be conducted sometime in October. He agreed there needed to be a uniform guideline set for water use based on what is "acceptable and safe."

Commissioner Strobel stated he wanted to go on record as expressing great concern for the need for the problem to be addressed at the earliest possible time.

The public hearing was opened.

Kathy Busch, Chair of the Southwest Citizens Advisory Board, addressed the Commission stating the CAB supports the project and has found the applicant to be very cooperative. No one else was present to testify, therefore, the public hearing was closed.

Commissioner Rock moved to approve the amendment request for Development Agreement Case No. DA9-1-93 subject to the amended conditions, as stated in the September 13, 1994 staff report, which modify Washoe County Board of County Commissioners Clerk's Order No. 94-86. The motion was seconded by Commissioner Johnson. The motion passed by a vote of seven (7) in favor, none (0) opposed and none (0) absent.

#### **APPLICABLE REGULATIONS**

Nevada Revised Statutes Chapter 278; Washoe County Code Chapter 110

JVM/ma (DA193T1)

Attachments: Conditions (Clerk's Order No. 94-86), applicant's amendment request letters, Staff Report dated September 13, 1994.

xc: County Clerk; County Manager; Rusty Nash, Deputy D.A.; Judy Ramos, Assessor's Office; Engineering Division; Regional Transportation Commission; Truckee Meadows Regional Planning Agency, 1400-A Wedekind Road, Reno, NV 89512; Applicant: Jerry Smith, c/o Redfield Land Development, 1755 East Plumb Lane #212, Reno, NV 89509; Jeff Dingman, Dingman Investments, 1597 Esmeralda Avenue, Minden, NV 89423; Brita Tryggvi, AICP, Associate, CFA, Inc., 1150 Corporate Blvd., Reno, NV 89502.



# WASHOE COUNTY

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Robert Strobel

## MEMORANDUM

**TO:** Washoe County Board of County Commissioners  
**FROM:** Washoe County Planning Commission  
**RE:** Amendment of Development Agreement Case No. DA9-1-93  
**DATE:** August 15, 1994

Initialed By: *ZK*

### GENERAL INFORMATION SUMMARY

**APPLICANT:** SOUTHWEST POINTE/DINGMAN INVESTMENTS

**REQUESTED ACTION:** Amendment of a development agreement timeline and thereby grant an 18 month extension to finalize the document. The development agreement facilitates construction of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities and a commercial village center. The total acreage of the project is +3,171.6 acres. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and is situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 41-030-12)

### WCPC RECOMMENDATIONS/FINDINGS

At its regular meeting of August 2, 1994, the Washoe County Planning Commission considered the above referenced case and, following a public hearing, recommended approval for Amendment of Development Agreement Case No. DA9-1-93. This recommendation is based upon the following findings:

1. That the proposed amendment to the preliminary development agreement and the resultant extension would not have a substantive impact on the original preliminary development agreement approval;
2. That circumstances have not substantially changed since the approval of the draft development agreement; and
3. That the Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

**Washoe County Board of County Commissioners**  
**Re: Amendment of DA9-1-93 (Southwest Pointe/Dingman Investments)**  
**August 15, 1994--Page 2**

Ayes:	Johnson, Metcalf, Meagher, Oakes, Preku, Rock, Strobel
Nays:	None
Abstained:	None
Absent:	None

Mike Harper announced that an affirmative vote of four (4) of the seven (7) Commissioners present would be required for approval and introduced Jeff Murphree who reviewed the staff report, dated July 25, 1994. He explained that the extension was needed by the applicant to allow time for them to acquire the 120-acre parcel, which is located east of Southwest Pointe and is owned by the US Forest Service, since Whites Creek Lane will go through the subject parcel and will become the main access to the Southwest Pointe property. This was outlined in a letter from Brita Tryggvi which was made a part of the staff report.

Alex Fittinghoff, CFA, Inc., addressed the Commission and advised that it could take from six (6) to twelve (12) months for the applicant to accomplish the purchase.

The public hearing was opened, however there was no one who wished to testify and Chair Metcalf closed the public hearing.

Commissioner Rock moved, seconded by Commissioner Oakes to approve Amendment of Development Agreement Case No. DA9-1-93, and the motion passed by a vote of seven (7) in favor, none (0) opposed and none (0) absent.

**ANALYSIS**

The draft development agreement for Southwest Pointe was approved by Washoe County in February 1994 and by the Regional Planning Commission in March 1994. Condition No. 11 of the Clerk's Order requires a draft final development agreement that conforms with the provisions of Section 814 of the Washoe County Development Code be completed and submitted to the Department of Development Review within six months of the approval of the preliminary development agreement.

The developer is requesting an extension (see attached letter) because of delays in acquiring access through the US Forest Service Property. Staff believes the reason cited in the attached request letter and the fact that the circumstances have not substantially changed provide sufficient cause to justify approval of an extension.

**APPLICABLE REGULATIONS**

Nevada Revised Statutes Chapter 278; Washoe County Code Chapter 110

JVM/nh (DA193XT)

Attachments: Applicant's request for extension, Washoe County Board of County Commissioners Order No. 94-86, Map.

xc: County Clerk; County Manager; Rusty Nash, Deputy D.A.; Judy Ramos, Assessor's Office; Engineering Division; Regional Transportation Commission; Truckee Meadows Regional Planning Agency, 1400-A Wedekind Road, Reno, NV 89512; Applicant: Jerry Smith, c/o Redfield Land Development, 1755 East Plumb Lane #212, Reno, NV 89509; Jeff Dingman, Dingman Investments, 1597 Esmeralda Avenue, Minden, NV 89423; Brita Tryggvi, AICP, Associate, CFA, Inc., 1150 Corporate Blvd., Reno, NV 89502.



DA 9-1-93  
RECEIVED

OCT 23 2007

WASHOE COUNTY  
COMMUNITY DEVELOPMENT

**ROBERT M. SADER, LTD.**  
**A PROFESSIONAL LEGAL CORPORATION**  
**8600 TECHNOLOGY WAY, SUITE 101**  
**RENO, NEVADA 89521**  
**(775) 329-8310**  
**FAX (775) 329-8591**

October 18, 2007

Jennifer Budge, Park Planner  
Washoe County Parks  
2601 Plumas Street  
Reno, Nevada 89509

Re: ArrowCreek Open Space  
DA 9-1-93 Compliance File

Jennifer:

Here are the final open space donation documents for ArrowCreek. As with previous incremental open space dedications, there are three documents, which are pre-approved forms:

1. Restrictive Covenant;
2. Grant, Bargain And Sale Deed; and
3. Easement For Drainage And Utilities.

After execution by a county representative, these documents must be recorded in the order specified above.

This transfer of open space completes the master developer's obligation under its Final Development Agreement (Case No. DA 9-1-93) to transfer open space to the county. If you have any questions or comments, please contact me.

Sincerely,



ROBERT M. SADER, Esq.

RMS/tjf

enclosures

cc: Roger Pelham  
Dean Menante

WHEN RECORDED, RETURN TO:

Southwest Pointe Associates, L.L.C.  
c/o Robert M. Sader, Esq.  
8600 Technology Way, Suite 101  
Reno, NV 89521

APNs: 152-880-02, 03 and 06

### RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT ("Covenant") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company, ("SPA").

#### 1. GENERAL.

1.1 SPA is the master developer of certain real property located in Washoe County, Nevada known as ArrowCreek (ArrowCreek is described in Washoe County Case No. DA9-1-93), including certain land more particularly described in Exhibit "A", attached hereto and incorporated herein, (the "Restricted Parcel").

1.2 SPA intends hereby to restrict any owner's or occupant's right to use all or any portion of the Restricted Parcel as specified herein.

1.3 The covenants and restrictions on the Restricted Parcel specified herein are for the benefit of SPA personally and for the owners of property in ArrowCreek, as represented by the ArrowCreek Homeowners Association, a Nevada nonprofit corporation, ("HOA") and ArrowCreek Golf Holdings, L.L.C. ("AGH"), owner of the golf courses. The right to enforce this Restrictive Covenant shall be granted only to AGH, SPA or HOA, or a successor by an express assignment, recorded against Exhibit "A", of SPA's, AGH's or HOA's rights hereunder.

1.4 SPA intends in the future to convey all its right, title and interest in the Restricted Parcel to Washoe County, a political subdivision of the State of Nevada, ("County"). County agrees, by accepting this Covenant, to comply as the owner of the Restricted Parcel with all use restrictions specified herein, as well as other provisions hereof.

2. **USE RESTRICTIONS.**

2.1 Use of the Restricted Parcel shall be restricted, except as otherwise provided in this Section 2, to only those uses allowed in the Open Space land use regulatory zone of the Washoe County Development Code; provided that no above-ground structures other than those allowed in Subsection 2.2 and 2.3 shall be allowed; and provided further that no paved public street shall be constructed and used for public access.

2.2 Notwithstanding the foregoing, installation and maintenance of utility facilities and utility access roads thereto necessary for the development of ArrowCreek (e.g., sewer, water, gas, telephone, electric, storm drainage, cable TV) and the creation and maintenance of any firebreaks required by state or local agencies shall be allowed, as well as any ancillary or associated uses relating to ArrowCreek allowed by County.

2.3 Limited use of the Restricted Parcel for two public trails is allowed, Thomas Creek Trail and the Mackay/Fair Trail, as delineated on the Washoe County Regional Trail And Park Plan, provided the use of each trail is limited to the following activities:

- (a) Construction, repair and maintenance of a trail for recreational uses, including, but not limited to, public hiking, bicycle riding, jogging, horseback riding and other pedestrian and equestrian uses. Motorized vehicles of all kinds shall be prohibited and blocked from using the trail, except for County-authorized vehicles used for construction, maintenance or repair of the trail area.
- (b) Use of the trail by the general public for recreational purposes, subject to any regulations of public use imposed by County, however, common park facilities shall not be allowed, including, but not limited to, community or neighborhood parks, children's playgrounds, ballfields, tennis courts, basketball courts, group picnic access, swimming pools, and other active recreational uses other than fishing and use of the walking-jogging-equestrian path or trail.
- (c) Installation, maintenance and repair of landscaping, benches, turf or gardens, if any.

3. **RESTRICTIONS RUN WITH THE LAND.**

The use restrictions on the Restricted Parcel set forth in this Covenant shall be burdens on the Restricted Parcel and shall run with the land.

4. **SUCCESSORS AND ASSIGNS.**

This Covenant and the restrictions created hereby shall be binding upon any party owning any interest in all or any portion of the Restricted Parcel, its heirs, personal representatives, successors and assigns; provided, however, that if any such party transfers all or any portion of its interest in such Restricted Parcel, such party shall thereupon be released and discharged from any and all obligations as owner in connection with the interest transferred by it arising under this Covenant after the transfer.

5. **INJUNCTIVE OR ENFORCEMENT RELIEF.**

In the event of any violation or threatened violation by any person of any of the restrictions contained in this Covenant, those parties entitled to enforce this Covenant shall have the right to enjoin such violation or threatened violation or otherwise enforce the provisions hereof in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Covenant or provided by law.

6. **MODIFICATION AND TERMINATION.**

This Covenant may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written consent of SPA, AGH and HOA, as specified in Subsection 1.3 above, which consent must be recorded in the office of the Recorder of Washoe County.

7. **WAIVER.**

The failure to insist upon strict performance of any of the restrictions or other terms and conditions contained herein shall not be deemed a waiver of any rights or remedies, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions, or other terms and conditions contained herein.

8. **ATTORNEY'S FEES.**

In the event a party entitled to enforce this Covenant initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Covenant, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

9. **SEVERABILITY.**

If any term or provision of this Covenant or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Covenant or the application of such term or provision to persons or circumstances, other than those as to which it is

invalid or unenforceable, shall not be affected thereby, and each term and provision of this Covenant shall be valid and shall be enforced to the extent permitted by law.

10. **CAPTIONS AND HEADINGS.**

The captions and headings in this Covenant are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

11. **CONSTRUCTION.**

In construing the provisions of this Covenant and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

12. **RECORDATION.**

This Covenant shall be recorded against the Restricted Parcel in the office of the Washoe County Recorder.

EXECUTED as of the day and year first above written.

**ACCEPTED:**

**THE COUNTY OF WASHOE, a political  
subdivision of the State of Nevada**

**By: its BOARD OF WASHOE  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
ROBERT LARKIN, Chairman

**SOUTHWEST POINTE ASSOCIATES,  
L.L.C., a Delaware limited liability  
company**

By: Westerra Management, L.L.C., a  
Delaware limited liability company, its  
authorized representative

By:  \_\_\_\_\_  
DEAN MENANTE, Vice-President

**ATTEST:**

\_\_\_\_\_  
AMY HARVEY, County Clerk

STATE OF NEVADA        )  
  ) ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on October 11<sup>th</sup>, 2007 by DEAN MENANTE as Vice-President of WESTERRA MANAGEMENT, L.L.C., a Delaware limited liability company, as authorized representative for SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware limited liability company.

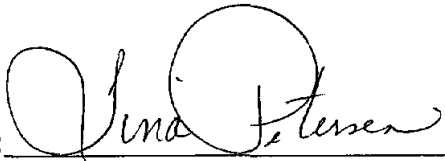
NOTARY: 



EXHIBIT "A"

DESCRIPTION

All that certain real property situate in the County of Washoe, State of Nevada, being portions of the W1/2 of Section 14, the E1/2 of Section 15 and the NE1/4 of Section 22, T.18N., R.19E., M.D.M.; more particularly described as follows:

APN 152-880-02:

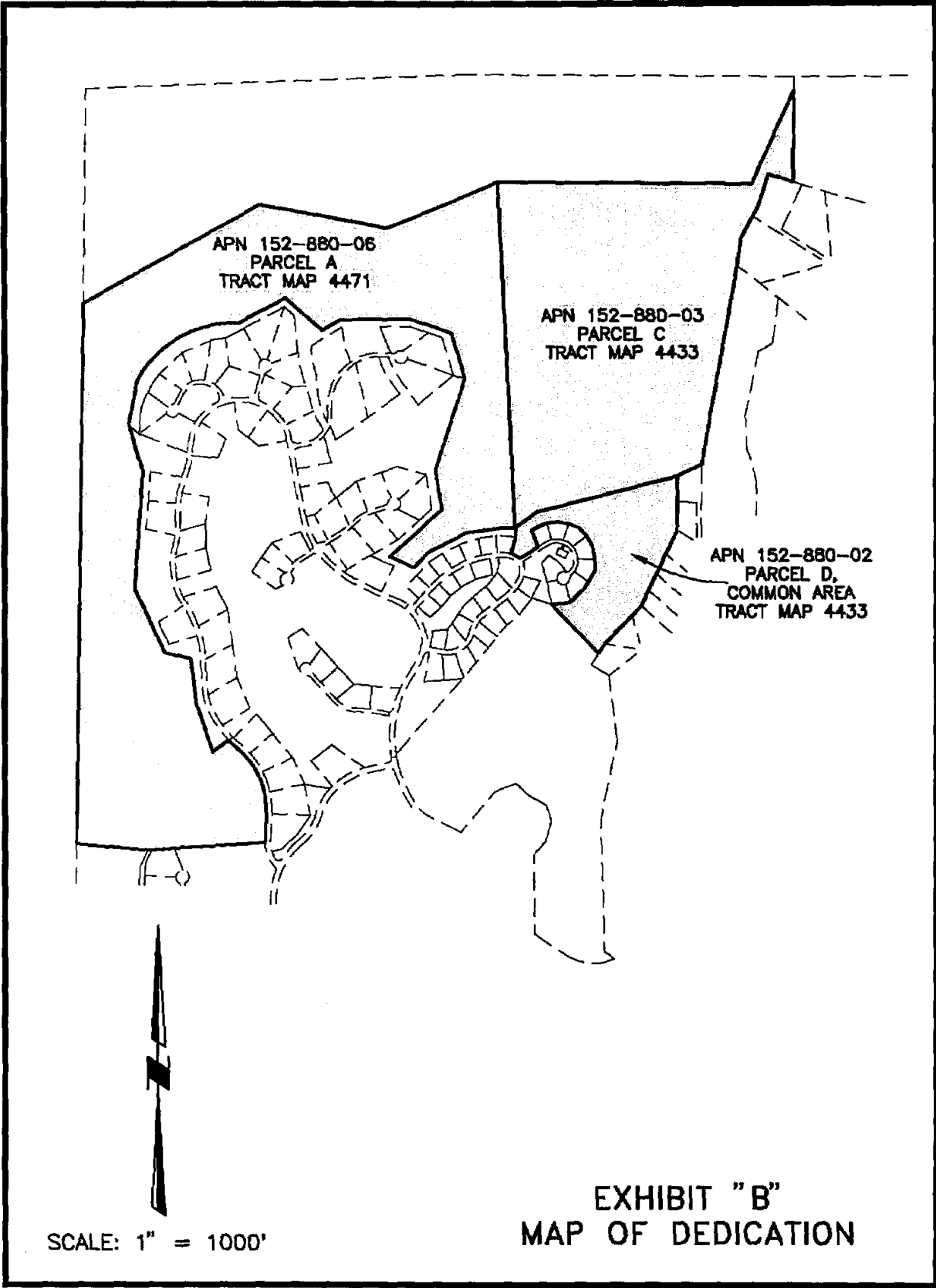
Parcel D, Common Area, as shown on the plat of Arrowcreek Subdivision - Unit 28, recorded on January 6, 2005 as Tract Map 4433, Document No. 3153018, Official Records of Washoe County, Nevada.  
Containing 14.51 acres, more or less.

APN 152-880-03:

Parcel C as shown on the plat of Arrowcreek Subdivision - Unit 28, recorded on January 6, 2005 as Tract Map 4433, Document No. 3153018, Official Records of Washoe County, Nevada.  
Containing 77.94 acres, more or less.

APN 152-880-06:

Parcel A as shown on the plat of Arrowcreek Subdivision - Unit 27, recorded on April 26, 2005 as Tract Map 4471, Document No. 3204150, Official Records of Washoe County, Nevada.  
Containing 114.39 acres, more or less.





WHEN RECORDED, RETURN TO:

Washoe County Parks Department  
2601 Plumas Street  
Reno, NV 89509

APNs: 152-880-02, 03 and 06

Transfer Tax: \_\_\_\_\_

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made and entered into this \_\_\_ day of \_\_\_\_\_, 2007 by and between **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company, hereinafter referred to as "**Transferor**"; and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, hereinafter referred to as "**Transferee**".

**WITNESSETH:**

That the Transferor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to it in hand paid by Transferee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain sell and convey unto the Transferee, its successors and assigns forever, all Transferor's right, title and interest in that certain real property situate in the County of Washoe, State of Nevada, more particularly described on Exhibit "A", attached hereto and incorporated herein.

TOGETHER WITH ALL and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof, except water rights of all kinds, which are reserved to Transferor.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto Transferee and to its successors and assigns forever.

IN WITNESS WHEREOF, the Transferor has executed this indenture the day and year first above written.

**TRANSFeree:**

**THE COUNTY OF WASHOE, a  
political subdivision of the State  
of Nevada**

By: \_\_\_\_\_  
ROBERT LARKIN, Chairman  
Board Of County Commissioners

Attest:

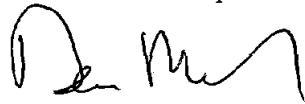
Amy Harvey, County Clerk

By: \_\_\_\_\_  
Deputy Clerk

**TRANSFEROR:**

**SOUTHWEST POINTE ASSOCIATES,  
L.L.C., a Delaware limited liability  
company**

By: Westerra Management, L.L.C., a  
Delaware limited liability company, its  
authorized representative

By:   
\_\_\_\_\_  
DEAN MENANTE, Vice-President

STATE OF NEVADA        )  
  ) ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on October 11<sup>th</sup>, 2007 by DEAN MENANTE as Vice-President of WESTERRA MANAGEMENT, L.L.C., a Delaware limited liability company, as authorized representative for SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware limited liability company.

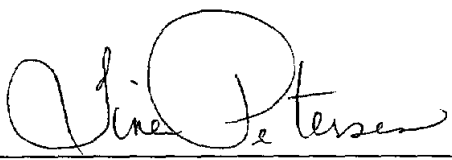
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WHEN RECORDED, RETURN TO:

Southwest Pointe Associates, L.L.C.  
c/o Robert M. Sader, Esq.  
8600 Technology Way, Suite 101  
Reno, Nevada 89521

APNs: 152-880-02, 03 and 06

**EASEMENT FOR DRAINAGE AND UTILITIES**

THIS GRANT OF EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, hereinafter referred to as "Grantor"; to **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company, **ARROWCREEK HOMEOWNERS ASSOCIATION**, a Nevada nonprofit corporation, and **ARROWCREEK GOLF HOLDINGS, L.L.C.**, a Delaware limited liability company, hereinafter referred to collectively as "Grantees".

**W I T N E S S E T H :**

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantees a blanket easement for drainage of storm waters and utility facilities (gas, sewer, water, electric, cable TV and telephone) upon, over, across and through the land herein described, including the right of access upon said land for the purpose of construction and maintenance of improvements for said drainage and utility facilities.

The easement hereby granted is situated in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

This is a nonexclusive Grant of Easement and to the extent that other uses do not interfere

with the use of said easement by Grantees as permitted herein, Grantor, its successors and assigns, shall be permitted to use the same for any purpose it may desire.

The covenants herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

TO HAVE AND TO HOLD said easement unto the Grantees and unto their successors and assigns forever.

IN WITNESS WHEREOF, Grantor hereto has executed this Grant of Easement the day and year first above written.

**GRANTOR:**

**COUNTY OF WASHOE, a political  
subdivision of the State of Nevada**

By: \_\_\_\_\_  
ROBERT LARKIN, Chairman  
Board of County Commissioners

Attest:

Amy Harvey, County Clerk

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT "A"

DESCRIPTION

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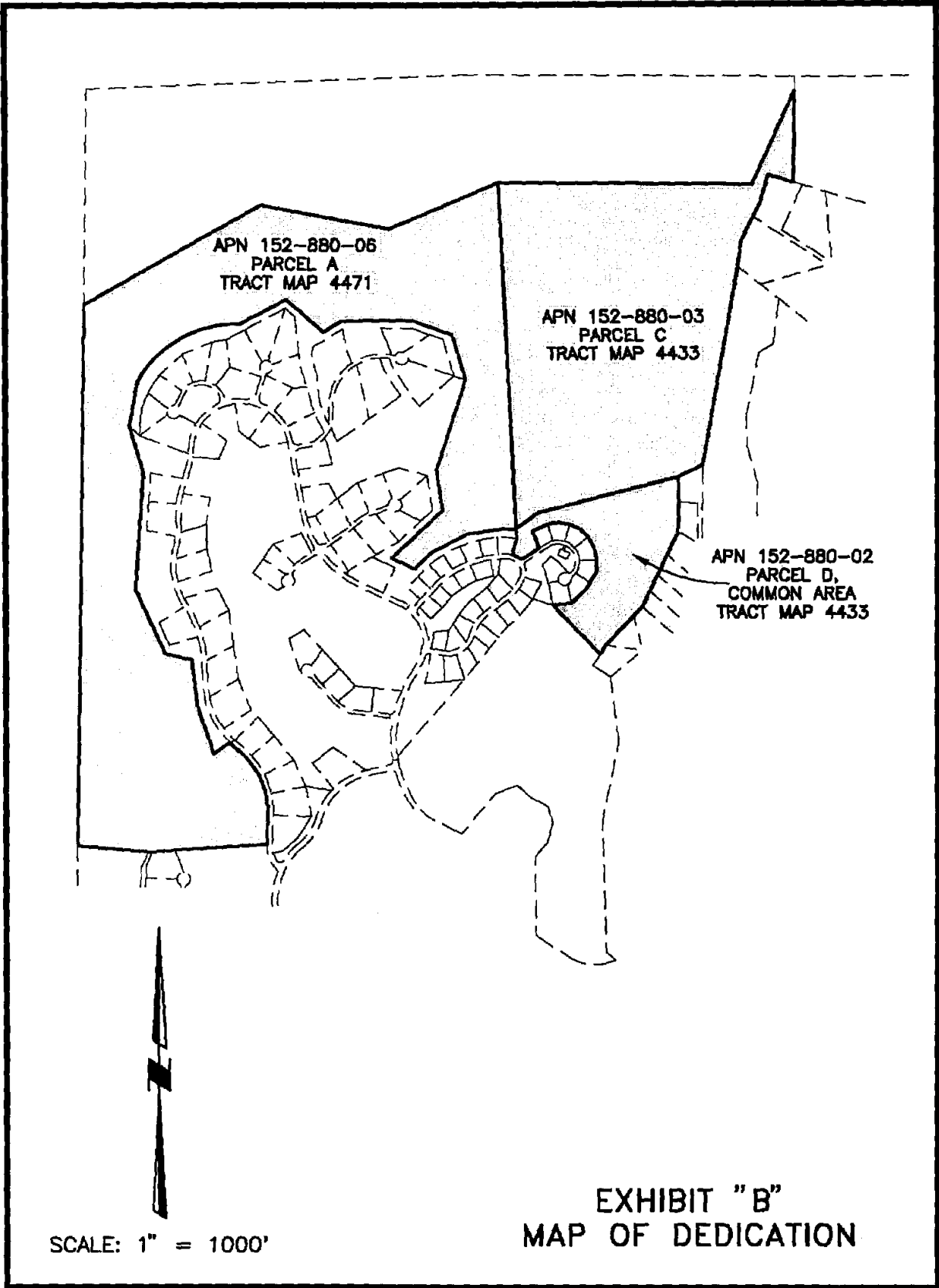
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Containing 114.39 acres, more or less.





ArrowCreek  
 Sales & Inventory Summary Report  
 As of 8/9/2005

Lot Summary

	<u># of Lots</u>	12000- 21780	21780- 43560	43560+	Total
Unit 1	34	0	5	29	34
Unit 2	24	1	21	2	24
Unit 3	24	0	21	3	24
Unit 4	56	5	51	0	56
Unit 5	5	0	0	5	5
Unit 6	2	0	0	2	2
Unit 7	11	0	9	2	11
Unit 8	19	0	9	10	19
Unit 11	52	0	23	29	52
Unit 13	28	0	23	5	28
Unit 14	7	0	0	7	7
Unit 19	41	0	0	41	41
Unit 20	22	0	0	22	22
Unit 22**	23	0	22	1	23
Unit 23	29	0	2	27	29
Unit 24	21	0	0	21	21
Unit 25**	34	2	29	3	34
Unit 31C	5	0	5	0	5
Unit 26	55	1	28	26	55
Unit 27	53	0	35	18	53
Unit 28	36	36	0	0	36
<b>Sub-Total</b>	<b>581</b>	<b>45</b>	<b>283</b>	<b>253</b>	<b>581</b>
Village 1	84	56	27	1	84
Village 2	79	56	23	0	79
Village 3	27	20	7	0	27
Village 4	94	89	5	0	94
Unit 12	85	81	4	0	85
Unit 15	31	31	0	0	31
Unit 16	39	39	0	0	39
Unit 31	25	20	5	0	25
Unit 32	45	40	5	0	45
<b>Sub-Total</b>	<b>509</b>	<b>432</b>	<b>76</b>	<b>1</b>	<b>509</b>
<b>Total</b>	<b>1090</b>	<b>477</b>	<b>359</b>	<b>254</b>	<b>1090</b>
<b>Range</b>		<b>392-480</b>	<b>343-420</b>	<b>245-300</b>	

**ArrowCreek**  
**Sales & Inventory Summary Report**  
 As of **8/9/2005**

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Unit 6	2	0	0	2	2
Unit 7	11	0	9	2	11
Unit 8	19	0	9	10	19
Unit 11	52	0	23	29	52
Unit 13	28	0	23	5	28
Unit 14	7	0	0	7	7
Unit 19	41	0	0	41	41
Unit 20	22	0	0	22	22
Unit 22**	23	0	22	1	23
Unit 23	29	0	2	27	29
Unit 24	21	0	0	21	21
Unit 25**	34	2	29	3	34
Unit 31C	5	0	5	0	5
Unit 26	55	1	28	26	55
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Village 3	27	20	7	0	27
Village 4	94	89	5	0	94
Unit 12	85	81	4	0	85
Unit 15	31	31	0	0	31
Unit 16	39	39	0	0	39
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<b>Range</b>		<b>392-480</b>	<b>343-420</b>	<b>245-300</b>	

8/9/2005

ArrowCreek  
Sales & Inventory Summary Report  
As of 8/9/2005

Lot Summary

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Unit 11	52	0	23	29	52
Unit 13	28	0	23	5	28
Unit 14	7	0	0	7	7
Unit 19	41	0	0	41	41
Unit 20	22	0	0	22	22
Unit 22**	23	0	22	1	23
Unit 23	29	0	2	27	29
Unit 24	21	0	0	21	21
Unit 25**	34	2	29	3	34
Unit 31C	5	0	5	0	5
Unit 26	55	1	28	26	55
Unit 27	53	0	35	18	53
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Unit 16	39	39	0	0	39
Unit 31	25	20	5	0	25
Unit 32	45	40	5	0	45
<b>Sub-Total</b>	<b>509</b>	<b>432</b>	<b>76</b>	<b>1</b>	<b>509</b>
<b>Total</b>	<b>1090</b>	<b>477</b>	<b>359</b>	<b>254</b>	<b>1090</b>
<b>Range</b>		<b>392-480</b>	<b>343-420</b>	<b>245-300</b>	

ArrowCreek  
Sales & Inventory Summary Report  
As of 8/9/2005

Lot Summary

	<u># of Lots</u>	12000- 21780	21780- 43560	43560+	Total
Unit 1	34	0	5	29	34
Unit 2	24	1	21	2	24
Unit 3	24	0	21	3	24
Unit 4	56	5	51	0	56
Unit 5	5	0	0	5	5
Unit 6	2	0	0	2	2
Unit 7	11	0	9	2	11
Unit 8	19	0	9	10	19
Unit 11	52	0	23	29	52
Unit 13	28	0	23	5	28
Unit 14	7	0	0	7	7
Unit 19	41	0	0	41	41
Unit 20	22	0	0	22	22
Unit 22**	23	0	22	1	23
Unit 23	29	0	2	27	29
Unit 24	21	0	0	21	21
Unit 25**	34	2	29	3	34
Unit 31C	5	0	5	0	5
Unit 26	55	1	28	26	55
Unit 27	53	0	35	18	53
Unit 28	36	36	0	0	36
<b>Sub-Total</b>	<b>581</b>	<b>45</b>	<b>283</b>	<b>253</b>	<b>581</b>
Village 1	84	56	27	1	84
Village 2	79	56	23	0	79
Village 3	27	20	7	0	27
Village 4	94	89	5	0	94
Unit 12	85	81	4	0	85
Unit 15	31	31	0	0	31
Unit 16	39	39	0	0	39
Unit 31	25	20	5	0	25
Unit 32	45	40	5	0	45
<b>Sub-Total</b>	<b>509</b>	<b>432</b>	<b>76</b>	<b>1</b>	<b>509</b>
<b>Total</b>	<b>1090</b>	<b>477</b>	<b>359</b>	<b>254</b>	<b>1090</b>
<b>Range</b>		<b>392-480</b>	<b>343-420</b>	<b>245-300</b>	

# Effort to save western foothills passes threshold, activist says



Marilyn Norton/Reno Gazette-Journal file

**ENCROACHMENT:** Houses hug the foothills at Ballardini Ranch in western Reno. A movement to preserve the 1,019-acre ranch has gained economic clout that could help save access to nearby forests and mountains.

## 600 acres to be transferred to Washoe County today

*This is one in an occasional series of stories on issues of open space and recreation in northern Nevada. Read the entire series online at RGJ.com.*

**By Jeff DeLong**  
RENO GAZETTE-JOURNAL

Preservationists say they're closer than ever to ensuring the Ballardini Ranch in Reno's western foothills remains protected as open land, although the property owners still are proceeding with plans to build an upscale subdivision there.

And just to the south at ArrowCreek, more than 600 acres of land are scheduled today to be deeded to Washoe County as perma-

nent open space — an important contribution to plans to ring the 1,090-home subdivision with undeveloped land and trails.

These areas are key to efforts to ensure that neighborhoods creeping up the foothills of southwest Reno don't block access to the forests and mountains.

The movement to preserve the 1,019-acre Ballardini Ranch received a major boost in November when Interior Secretary Gale Norton endorsed its \$15 million acquisition under the Southern Nevada Public Land Management Act. When that sum is coupled with \$4 million raised by the passage of a bond sale approved by Washoe County voters in

2000, preservationists say they now have the economic bargaining power to make the ranch's acquisition a reality.

"We've kind of passed the threshold," said Steve Walther, a Reno lawyer who has fought for 20 years to protect the western hills from development. "Until we had that commitment, we were not in a position to negotiate with money in hand."

Stephen Mollath, lawyer for ranch owners Evans Creek Ltd., said his clients are proceeding with scaled-back development plans for the southern portion of Ballardini. "There's always the possibility of public acquisition," he added.

The latest proposal calls for development of impor-

tant deer habitat and a landscape that many insist should be preserved, although it would include far fewer than the thousands of homes proposed in years past.

Evans Creek Ltd. proposes construction of Toiyabe Ranch Estates, a gated community with 43 homes on 600 acres, with an average lot size of 13 acres. Washoe County planners are expected to consider the project early this year.

With home densities far less than other nearby neighborhoods, residents of the area "should be very pleased" with the project now proposed, Mollath said.

See **OPEN SPACE** on 3A

## Eminem edges out Ashanti for music awards

**By Anthony Breznican**  
ASSOCIATED PRESS

### LIST OF AMA WINNERS

LOS ANGELES — Em-

**Pop-Rock**  
■ Male Artist: Eminem

■ New Artist: Carolyn Dawn Johnson



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# Open space/ Efforts praised

**From 1A**  
Ballardini — one of the last working ranches in the Truckee Meadows — has been under heavy scrutiny for years. In 1997, widespread public opposition helped persuade developers to withdraw plans to build more than 2,000 homes on the ranch.

Evans Creek Ltd., which bought the ranch for \$8.5 million in May 1998, later proposed about 1,000 homes on 411 acres just southwest of McCarran Boulevard. Regional planners denied a needed change in land-use designation needed for the project in February 2000.

Recent debate focused on the possibility of public acquisition.

Ballardini Ranch was one of only two proposed land acquisitions that made the final list for round three of the Southern Nevada Public Land Management Act. At the urging of Sen. John Ensign, R-Nev., Norton pulled many other proposed acquisitions in northern Nevada from the list amid concern that too little southern Nevada land had been targeted.

The fact Ballardini remained demonstrates its importance, Walther said.

"To me it was quite significant she didn't do what she did with some of the other properties," he said.

Walther said he's hopeful negotiations can result in successful acquisition of the entire ranch before Evans Creek Ltd. develops the 43-lot subdivision in the southern portion.

Others involved in the Ballardini preservation effort said a critical juncture in time has arrived.

"The entire character of the southwest area is at stake," said Herb Rubenstein of Protect Our Washoe, a citizens group that successfully battled plans in the

1980s to route the U.S. 395 extension through the southwest foothills.

"You can always pave the forest, but you can never unpave it," Rubenstein said. "You'd be changing the area forever."

South of Ballardini Ranch, plans to surround the upscale ArrowCreek subdivision with open space are nearing completion.

Today, the Washoe County Commission is scheduled to accept 608 acres as dedicated open space on ArrowCreek's western and northern boundaries adjoining U.S. Forest Service land. Some 570 acres to the south and east of the project were previously dedicated as open space.

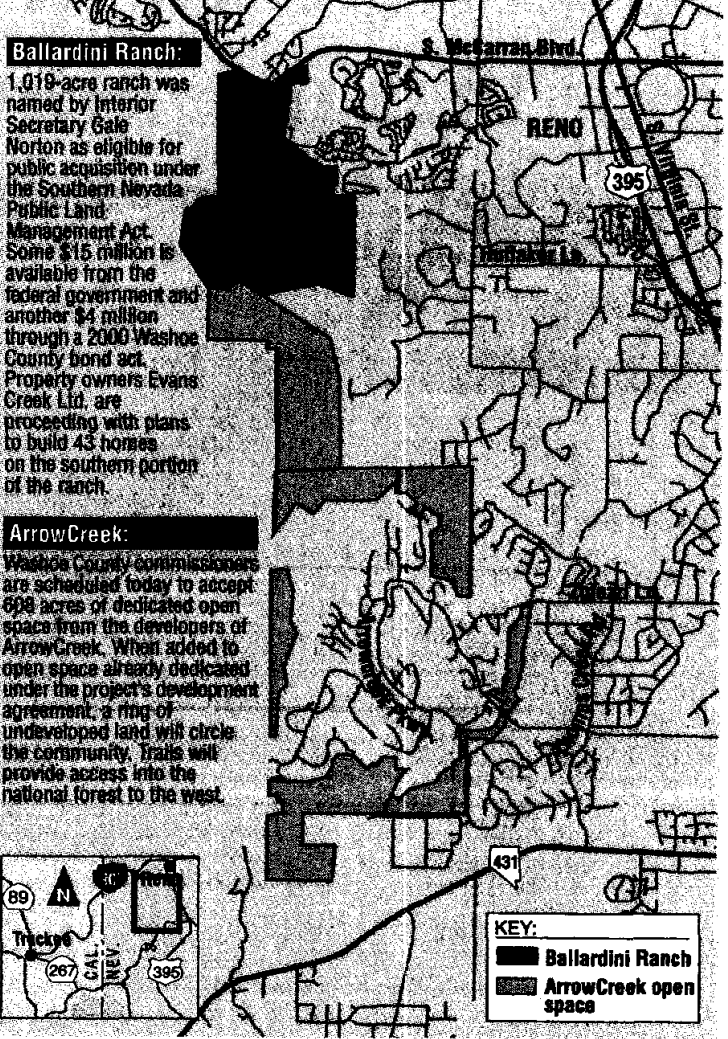
"The idea is to have a complete loop around the whole property," said Mike Boster, a planner with the county Parks and Recreation Department. "Basically it's access to the public lands that we want to protect. We want folks to be able to get from their residential neighborhoods and into these public lands."

Toward that end, trails are planned throughout the ring of open space. They would link to new trailheads being built at the mouths of Whites and Thomas creek canyons by the Forest Service.

"By working together with the county we can provide access to these perfectly beautiful mountains for people to enjoy," said Gary Schiff, chief ranger of the Carson Ranger District.

Although the Forest Service greatly increased its land holdings in the Carson Range over the past 40 years, good access points to that land continue to be lacking, Schiff said. The problem worsened as growth pushed more and more homes into the foothills abutting national forest land, with people often accessing public land via private lots.

## Protecting the foothills



S. Reich/Reno Gazette-Journal

Creation of a county-owned open space buffer between homes and the national forest also increases fire safety, reducing danger of wildfire spreading into neighborhoods or of a structure fire igniting a major wildland blaze, Schiff said.

Open space is a "very important component" of ArrowCreek and contrasts with some other developments in the area, said Dean Menante, the development's general manager.

"It's pretty good when you look at it compared to other developments," Menante said. "We've

tried to preserve the land and keep it in its natural state."

ArrowCreek has backed away from plans to swap another 120 acres of open space in return for permission to build an extra 42 homes on the northern edge of the development. Critics expressed concern some of the additional homes could impact Georgetta Springs, an important water source for mule deer.

"None of it is going to go into the springs," Menante said, adding that ArrowCreek has no intention of resurrecting that particular proposal.

# Marines/U.S. force could reach 250,000

**From 1A**  
Buildup of American military might in the Gulf region. About 50,000 troops already are in the area and Defense Secretary Donald Rumsfeld in recent days has signed orders for an additional 57,000, including about 20,000 Marines. Eventually the size of

of mass destruction in Iraq could take a year.

The administration has placed less and less emphasis on a Jan. 27 deadline — the date the inspectors are to present their first comprehensive report to the U.N. Security Council. U.S. officials last week characterized that date

A separate deployment of Marines aboard Navy ships, led by the amphibious assault ship USS Tarawa, left San Diego on Jan. 6. That group, with about 2,200 Marines from the 15th Marine Expeditionary Unit aboard, is on a regularly scheduled effort. A similar-sized unit led by the USS

which returned home to Norfolk, Va., just before Christmas, has been told that it should be prepared to head back to sea on short notice in case it also is needed.

The East Coast amphibious task force that has been ordered to the Gulf region already is under way. The amphibious transport ship

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**RENO, NEVADA 89501-1796**  
**(775) 329-8310**  
**FAX (775) 329-8591**

November 8, 2002

Mike Boster  
 Washoe County Parks Department  
 2601 Plumas Street  
 Reno, Nevada 89509

U. S. Mail:

Re: ArrowCreek Park Dedication Deed

Dear Mike:

Enclosed is a deed for the dedication of the ArrowCreek public park. Please supply me a conformed copy immediately after recording. Thank you for your cooperation.

Sincerely,



ROBERT M. SADER

RMS/mgw

cc: Don Young (w/ enclosures; via fax)  
 Dean Menante (w/ enclosures; via fax)  
 Jerry Smith (w/ enclosures; via fax)

encl:

**RECEIVED**  
**NOV 08 2002**  
 WASHOE COUNTY  
 COMMUNITY DEVELOPMENT

When Recorded, Return This  
Document and Tax Statements To:  
Washoe County Parks Department  
2601 Plumas Street  
Reno, NV 89509

APN: 152-020-30

Transfer Tax: \_\_\_\_\_

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between HELEN JEANE JONES, KENNETH G. WALKER and GERALD C. SMITH, as trustees under the provisions of that certain NELL J. REDFIELD Revocable Trust Agreement dated May 21, 1980, hereinafter referred to collectively as "Transferor"; and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, hereinafter referred to as "Transferee".

**WITNESSETH:**

That the Transferor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to it in hand paid by Transferee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain sell and convey unto the Transferee, its successors and assigns forever, all Transferor's right, title and interest in that certain real property situate in the County of Washoe, State of Nevada, more particularly described on Exhibit "A", attached hereto and incorporated herein.

TOGETHER WITH ALL and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof, except water rights of all kinds, which are reserved to Transferor.

TO HAVE AND TO HOLD the said premisses, together with the appurtenances, unto Transferee and to its successors and assigns forever.



IN WITNESS WHEREOF, the Transferor has executed this indenture the day and year first above written.

**TRANSFEROR:**

**NELL J. REDFIELD REVOCABLE  
TRUST AGREEMENT dated May 21, 1980**

**THE COUNTY OF WASHOE, a  
political subdivision of the State  
of Nevada**

By: *Helen Jeane Jones*  
HELEN JEANE JONES, Trustee

By: \_\_\_\_\_  
PETER J. SFERRAZZA, Chairman  
Board Of County Commissioners

By: *Gerald C. Smith*  
GERALD C. SMITH, Trustee

**Attest:**

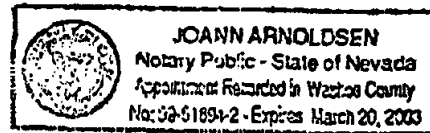
Amy Harvey, County Clerk

By: \_\_\_\_\_  
Deputy Clerk

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on November 4, 2002 by HELEN JEANE JONES as Trustee of the NELL J. REDFIELD REVOCABLE TRUST AGREEMENT DATED MAY 21, 1980.

NOTARY: *Joann Arnoldsen*



STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on November 4, 2002 by GERALD C. SMITH as Trustee of the NELL J. REDFIELD REVOCABLE TRUST AGREEMENT DATED MAY 21, 1980.

NOTARY: *Joann Arnoldsen*

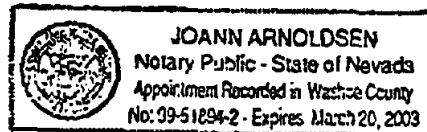


EXHIBIT "A"  
DESCRIPTION  
APN 152-020-30

A parcel of land being a portion of Parcel 4 of Parcel Map 3153, File Number 2064609, of the Official Records of Washoe County, Nevada, situated within Section 24, Township 18 North, Range 19 East, MDM, Washoe County, Nevada, being more particularly described as follows:

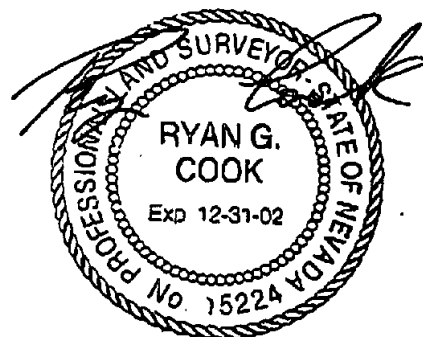
Beginning at the Southwest corner of said Parcel 4 from which the Southwest corner of said Section 24 bears North 89°56'17" West a distance of 884.69 feet;  
thence along the Southerly boundary of said Parcel 4 South 89°56'17" East a distance of 1742.50 feet to the Southeast corner of said Parcel 4;  
thence along the Easterly boundary of said Parcel 4 North 00°37'20" East a distance of 149.07 feet to a point on the Southerly boundary of Deed of Dedication Document Number 2151423, of said Official Records;  
thence along said Southerly boundary North 89°45'53" West a distance of 246.81 feet;  
thence along a tangent circular curve to the right with a radius of 920.00 feet and a central angle of 52°04'10" an arc length of 836.08 feet;  
thence North 37°41'43" West a distance of 58.00 feet;  
thence North 71°34'32" West a distance of 134.54 feet;  
thence North 37°41'43" West a distance of 49.00 feet to a point on the Westerly boundary of said Parcel 4;  
thence along said Westerly boundary South 31°56'15" West a distance of 372.78 feet;  
thence South 50°25'19" West a distance of 496.72 feet to the Point of Beginning.

Said parcel contains an area of approximately 11.21 acres.

BASIS OF BEARINGS: Said Parcel Map 3153.

DESCRIPTION PREPARED BY:  
Ryan G. Cook PLS 15224  
Summit Engineering Corporation  
5405 Mae Anne Avenue  
Reno, Nevada 89523

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10-30-2002

**ROBERT M. SADER, LTD.**  
**A PROFESSIONAL LEGAL CORPORATION**  
**462 COURT STREET**  
**RENO, NEVADA 89501-1796**  
**(775) 329-8310**  
**FAX (775) 329-8591**

November 8, 2002

Mike Boster  
 Washoe County Parks Department  
 2601 Plumas Street  
 Reno, Nevada 89509

U. S. Mail:

Re: ArrowCreek Open Space Documents

Dear Mike:

Enclosed are two deeds, two restrictive covenants and an easement for the transfer of more open space in ArrowCreek. There are no changes in language on these documents from those previously approved by the District Attorney and the Risk Manager, except that the restrictive covenant has been expanded to prohibit paved streets (to address concerns of "Protect Our Washoe" regarding a future north-south arterial), and the easement has been expanded to allow grading of the "presumed public road" realignment. After execution, the order of recording for these documents is:

1. Restrictive Covenants;
2. Deeds; and
3. Easement.

It is imperative that the documents be recorded in the proper order. Please supply me conformed copies immediately after recording. Thank you for your cooperation.

Sincerely,



ROBERT M. SADER

RECEIVED

NOV 08 2002

WASHOE COUNTY  
COMMUNITY DEVELOPMENT

RMS/mgw

Enclosures

- cc: Don Young (w/ enclosures; via fax)  
 Dean Menante (w/ enclosures; via fax)  
 Jerry Smith (w/ enclosures; via fax)

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WHEN RECORDED, RETURN TO:

Southwest Pointe Associates, L.L.C.  
c/o Robert M. Sader, Esq.  
462 Court Street  
Reno, NV 89501

APNs: 152-850-01 and 152-611-03

**RESTRICTIVE COVENANT**

THIS RESTRICTIVE COVENANT ("Covenant") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware limited liability company, ("SPA").

1. **GENERAL.**

1.1 SPA is the master developer of certain real property located in Washoe County, Nevada known as ArrowCreek (ArrowCreek is described in Washoe County Case No. DA9-1-93).

1.2 A portion of ArrowCreek owned by SPA is certain land more particularly described in Exhibit "A", attached hereto and incorporated herein, (the "Restricted Parcel").

1.3 SPA intends hereby to restrict any owner's or occupant's right to use all or any portion of the Restricted Parcel as specified herein.

1.4 The covenants and restrictions on the Restricted Parcel specified herein are for the benefit of SPA personally and for the owners of property in ArrowCreek, as represented by the ArrowCreek Homeowners Association, a Nevada nonprofit corporation, ("HOA"), and ArrowCreek Golf Holdings, L.L.C., ("AGH") owner of the golf courses. The right to enforce this Restrictive Covenant shall be granted only to AGH, SPA or HOA, or a successor by an express assignment, recorded against Exhibit "A", of SPA's, AGH's or HOA's rights hereunder.

1.5 SPA intends to convey all its right, title and interest in the Restricted Parcel to Washoe County, a political subdivision of the State of Nevada, ("County"). County agrees, by accepting this Covenant, to comply with all use restrictions specified herein, as well as other provisions hereof.

2. **USE RESTRICTIONS.**

2.1 Use of the Restricted Parcel shall be restricted, except as otherwise provided in this Section 2, to only those uses allowed in the Open Space land use regulatory zone of the Washoe County Development Code; provided that no above-ground structures other than those allowed in

Subsection 2.2 and 2.3 shall be allowed; and provided further that no paved public street shall be constructed and used for public access.

2.2 Notwithstanding the foregoing, installation and maintenance of utility facilities and utility access roads thereto necessary for the development of ArrowCreek (e.g., sewer, water, gas, telephone, electric, storm drainage, cable TV) and the creation and maintenance of any firebreaks required by state or local agencies shall be allowed, as well as any ancillary or associated uses relating to ArrowCreek allowed by County.

2.3 Limited use of the Restricted Parcel for two public trails is allowed, Thomas Creek Trail and the Mackay/Fair Trail, as delineated on the Washoe County Regional Trail And Park Plan, provided the use of each trail is limited to the following activities:

- (a) Construction, repair and maintenance of a trail for recreational uses, including, but not limited to, public hiking, bicycle riding, jogging, horseback riding and other pedestrian and equestrian uses. Motorized vehicles of all kinds shall be prohibited and blocked from using the trail, except for County-authorized vehicles used for construction, maintenance or repair of the trail area.
- (b) Use of the trail by the general public for recreational purposes, subject to any regulations of public use imposed by County, however, common park facilities shall not be allowed, including, but not limited to, community or neighborhood parks, children's playgrounds, ballfields, tennis courts, basketball courts, group picnic access, swimming pools, and other active recreational uses other than fishing and use of the walking-jogging-equestrian path or trail.
- (c) Installation, maintenance and repair of landscaping, benches, turf or gardens, if any.

### 3. RESTRICTIONS RUN WITH THE LAND.

The use restrictions on the Restricted Parcel set forth in this Covenant shall be burdens on the Restricted Parcel and shall run with the land.

### 4. SUCCESSORS AND ASSIGNS.

This Covenant and the restrictions created hereby shall be binding upon any party owning any interest in all or any portion of the Restricted Parcel, its heirs, personal representatives, successors and assigns; provided, however, that if any such party transfers all or any portion of its interest in such Restricted Parcel, such party shall thereupon be released and discharged from any and all obligations as owner in connection with the interest transferred by it arising under this Covenant after the transfer.

5. **INJUNCTIVE OR ENFORCEMENT RELIEF.**

In the event of any violation or threatened violation by any person of any of the restrictions contained in this Covenant, those parties entitled to enforce this Covenant shall have the right to enjoin such violation or threatened violation or otherwise enforce the provisions hereof in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Covenant or provided by law.

6. **MODIFICATION AND TERMINATION.**

This Covenant may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written consent of SPA, AGH and HOA, as specified in Subsection 1.4 above, which consent must be recorded in the office of the Recorder of Washoe County.

7. **WAIVER.**

The failure to insist upon strict performance of any of the restrictions or other terms and conditions contained herein shall not be deemed a waiver of any rights or remedies, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions, or other terms and conditions contained herein.

8. **ATTORNEY'S FEES.**

In the event a party entitled to enforce this Covenant initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Covenant, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

9. **SEVERABILITY.**

If any term or provision of this Covenant or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Covenant or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Covenant shall be valid and shall be enforced to the extent permitted by law.

10. **CAPTIONS AND HEADINGS.**

The captions and headings in this Covenant are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

11. CONSTRUCTION.

In construing the provisions of this Covenant and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

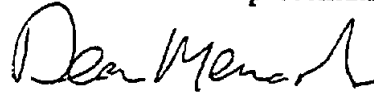
12. RECORDATION.

This Covenant shall be recorded against the Restricted Parcel in the office of the Washoe County Recorder.

EXECUTED as of the day and year first above written.

**SOUTHWEST POINTE ASSOCIATES,  
L.L.C., a Delaware limited liability company**

By: Westerra Management, L.L.C.,  
a Delaware limited liability company,  
its Authorized Representative



By: \_\_\_\_\_  
DEAN MENANTE, Vice-President

ACCEPTED:

**BOARD OF WASHOE  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
PETER J. SFERRAZZA, Chairman

**ATTEST:**

\_\_\_\_\_  
AMY HARVEY, County Clerk



STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on November 6, 2002 by DEAN MENANTE as Vice-President of WESTERRAMANAGEMENT, L.L.C., a Delaware limited liability company, as its Authorized Representative of SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware limited liability company.

NOTARY: Donna R. Hyatt



EXHIBIT "A"  
DESCRIPTION  
APN 152-850-01 &  
A PORTION OF APN 152-611-03

Two parcels of land situated within Section 22, Township 18 North, Range 19 East, MDM, Washoe County, Nevada, being more particularly described as follows:

Parcel A of Subdivision Tract Map 4100, File Number 2705678, of the Official Records of Washoe County, Nevada.

TOGETHER WITH, a portion of Lot 2603 of Subdivision Tract Map 4100, File Number 2705678, of the Official Records of Washoe County, Nevada, being further described as follows:

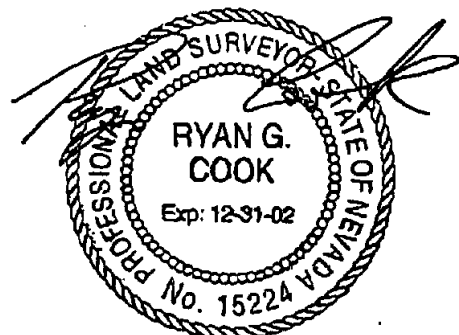
Beginning at the Southerly corner of Parcel B of said Subdivision Tract Map 4100, also being on the boundary of said Lot 2603, from which the North Quarter corner of said Section 22 bears North 07°42'57" West a distance of 2945.23 feet;  
thence along said boundary South 44°13'16" West a distance of 19.82 feet;  
thence along a tangent circular curve to the left with a radius of 320.00 feet and a central angle of 27°31'10" an arc length of 153.70 feet;  
thence South 16°42'06" West a distance of 133.24 feet;  
thence along a tangent circular curve to the left with a radius of 1210.00 feet and a central angle of 13°28'28" an arc length of 284.56 feet;  
thence with a non-tangent line South 73°34'53" East a distance of 50.81 feet;  
thence North 43°58'56" East a distance of 62.17 feet;  
thence North 64°33'19" East a distance of 74.37 feet;  
thence North 86°59'23" East a distance of 91.27 feet;  
thence North 25°28'55" East a distance of 111.50 feet;  
thence North 82°30'37" West a distance of 126.31 feet;  
thence along a tangent circular curve to the right with a radius of 100.00 feet and a central angle of 99°12'43" an arc length of 173.16 feet;  
thence North 16°42'06" East a distance of 90.30 feet;  
thence along a tangent circular curve to the right with a radius of 290.00 feet and a central angle of 27°31'10" an arc length of 139.29 feet;  
thence North 44°13'16" East a distance of 19.16 feet;  
thence departing said boundary North 44°30'35" West a distance of 30.01 feet to the Point of Beginning.

Said parcels contain an area of approximately 41.07 acres.

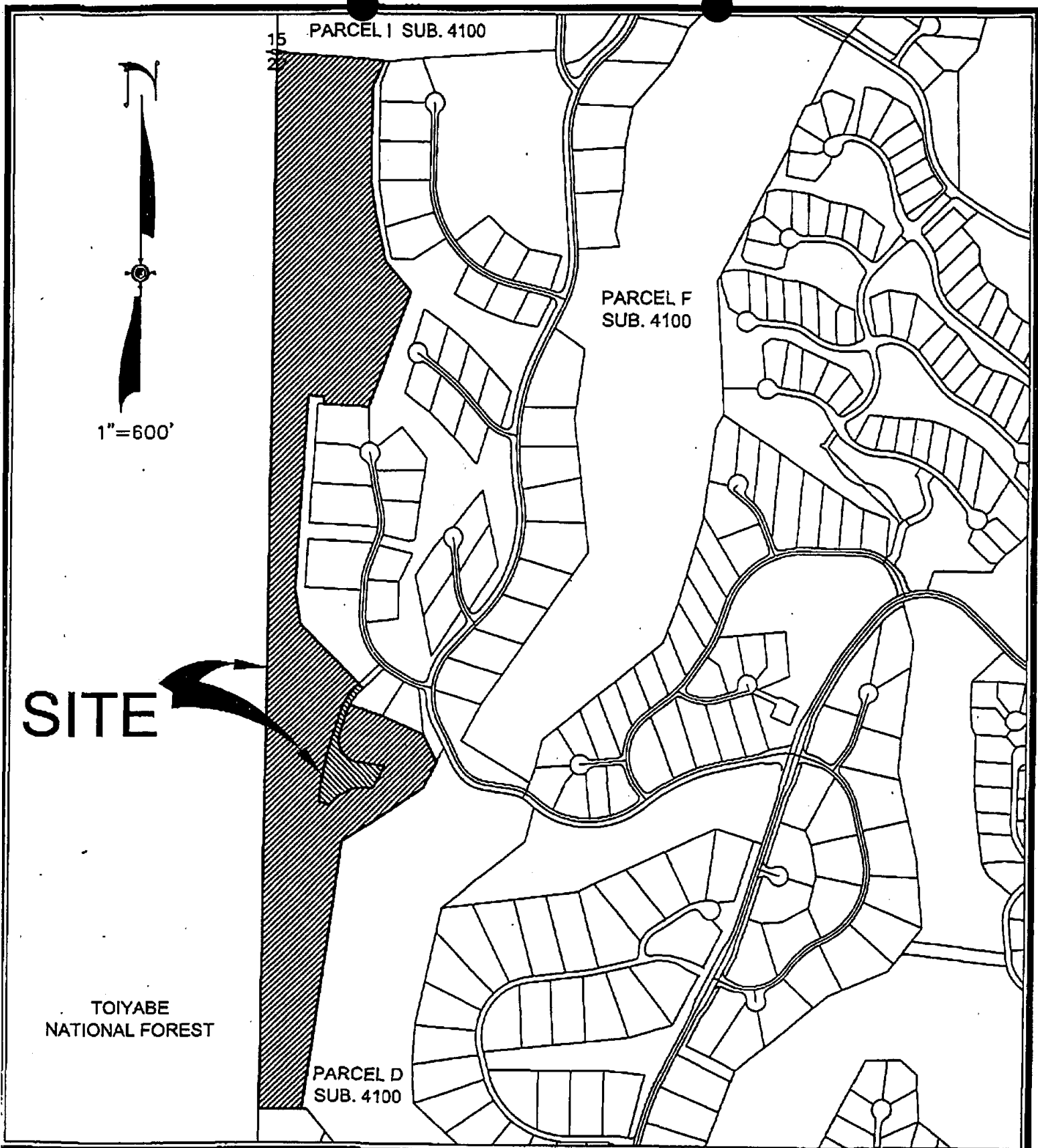
BASIS OF BEARINGS: Said Subdivision Tract Map 4100.

DESCRIPTION PREPARED BY:  
Ryan G. Cook PLS 15224  
Summit Engineering Corporation  
5405 Mae Anne Avenue  
Reno, Nevada 89523

N:\DWGS\AC\SURVEY\Legals\WC\_DED26.DOC



11-01-02



DISPLAY  
TO ACCOMPANY  
LEGAL DESCRIPTION

1"=600'  
WASHOE COUNTY  
DEDICATION @ AC26  
6:52 AM • 01-NOV-2002



SHEET  
1  
OF  
1

**WHEN RECORDED, RETURN TO:**

Nell J. Redfield Trust  
c/o Robert M. Sader, Esq.  
462 Court Street  
Reno, NV 89501

APNs: 152-010-36 and 152-010-37

**RESTRICTIVE COVENANT**

THIS RESTRICTIVE COVENANT ("Covenant") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by HELEN JEANE JONES, KENNETH G. WALKER and GERALD C. SMITH, as trustees under the provisions of that certain NELL J. REDFIELD Revocable Trust Agreement dated May 21, 1980, "Redfield".

**1. GENERAL.**

1.1 Southwest Pointe Associates, L.L.C. ("SPA") is the master developer of certain real property located in Washoe County, Nevada known as ArrowCreek (ArrowCreek is described in Washoe County Case No. DA9-1-93).

1.2 A portion of ArrowCreek owned by Redfield is certain land more particularly described in Exhibit "A", attached hereto and incorporated herein, (the "Restricted Parcel").

1.3 Redfield intends hereby to restrict any owner's or occupant's right to use all or any portion of the Restricted Parcel as specified herein.

1.4 The covenants and restrictions on the Restricted Parcel specified herein are for the benefit of SPA personally and for the owners of property in ArrowCreek, as represented by the ArrowCreek Homeowners Association, a Nevada nonprofit corporation, ("HOA"), Redfield, and ArrowCreek Golf Holdings, L.L.C., ("AGH") owner of the golf courses. The right to enforce this Restrictive Covenant shall be granted only to AGH, SPA or HOA, or a successor by an express assignment, recorded against Exhibit "A", of SPA's, AGH's or HOA's rights hereunder.

1.5 Redfield intends to convey all its right, title and interest in the Restricted Parcel to Washoe County, a political subdivision of the State of Nevada, ("County"). County agrees, by accepting this Covenant, to comply with all use restrictions specified herein, as well as other provisions hereof.

**2. USE RESTRICTIONS.**

2.1 Use of the Restricted Parcel shall be restricted, except as otherwise provided in this Section 2, to only those uses allowed in the Open Space land use regulatory zone of the Washoe

County Development Code; provided that no above-ground structures other than those allowed in Subsection 2.2 and 2.3 shall be allowed; and provided further that no paved public street shall be constructed and used for public access.

2.2 Notwithstanding the foregoing, installation and maintenance of utility facilities and utility access roads thereto necessary for the development of ArrowCreek (e.g., sewer, water, gas, telephone, electric, storm drainage, cable TV) and the creation and maintenance of any firebreaks required by state or local agencies shall be allowed, as well as any ancillary or associated uses relating to ArrowCreek allowed by County.

2.3 Limited use of the Restricted Parcel for two public trails is allowed, Thomas Creek Trail and the Mackay/Fair Trail, as delineated on the Washoe County Regional Trail And Park Plan, provided the use of each trail is limited to the following activities:

- (a) Construction, repair and maintenance of a trail for recreational uses, including, but not limited to, public hiking, bicycle riding, jogging, horseback riding and other pedestrian and equestrian uses. Motorized vehicles of all kinds shall be prohibited and blocked from using the trail, except for County-authorized vehicles used for construction, maintenance or repair of the trail area.
- (b) Use of the trail by the general public for recreational purposes, subject to any regulations of public use imposed by County, however, common park facilities shall not be allowed, including, but not limited to, community or neighborhood parks, children's playgrounds, ballfields, tennis courts, basketball courts, group picnic access, swimming pools, and other active recreational uses other than fishing and use of the walking-jogging-equestrian path or trail.
- (c) Installation, maintenance and repair of landscaping, benches, turf or gardens, if any.

3. RESTRICTIONS RUN WITH THE LAND.

The use restrictions on the Restricted Parcel set forth in this Covenant shall be burdens on the Restricted Parcel and shall run with the land.

4. SUCCESSORS AND ASSIGNS.

This Covenant and the restrictions created hereby shall be binding upon any party owning any interest in all or any portion of the Restricted Parcel, its heirs, personal representatives, successors and assigns; provided, however, that if any such party transfers all or any portion of its interest in such Restricted Parcel, such party shall thereupon be released and discharged from any and all obligations as owner in connection with the interest transferred by it arising under this Covenant after the transfer.

5. **INJUNCTIVE OR ENFORCEMENT RELIEF.**

In the event of any violation or threatened violation by any person of any of the restrictions contained in this Covenant, those parties entitled to enforce this Covenant shall have the right to enjoin such violation or threatened violation or otherwise enforce the provisions hereof in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Covenant or provided by law.

6. **MODIFICATION AND TERMINATION.**

This Covenant may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written consent of SPA, AGH and HOA, as specified in Subsection 1.4 above, which consent must be recorded in the office of the Recorder of Washoe County.

7. **WAIVER.**

The failure to insist upon strict performance of any of the restrictions or other terms and conditions contained herein shall not be deemed a waiver of any rights or remedies, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions, or other terms and conditions contained herein.

8. **ATTORNEY'S FEES.**

In the event a party entitled to enforce this Covenant initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Covenant, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

9. **SEVERABILITY.**

If any term or provision of this Covenant or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Covenant or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Covenant shall be valid and shall be enforced to the extent permitted by law.

10. **CAPTIONS AND HEADINGS.**

The captions and headings in this Covenant are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

11. CONSTRUCTION.

In construing the provisions of this Covenant and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

12. RECORDATION.

This Covenant shall be recorded against the Restricted Parcel in the office of the Washoe County Recorder.

EXECUTED as of the day and year first above written.

NELL J. REDFIELD REVOCABLE  
TRUST AGREEMENT dated May 21, 1980

ACCEPTED:

BOARD OF WASHOE  
COUNTY COMMISSIONERS

By: *Helen Jeane Jones*  
HELEN JEANE JONES, Trustee

By: *Gerald C. Smith*  
GERALD C. SMITH, Trustee

By: \_\_\_\_\_  
PETER J. SFERRAZZA, Chairman

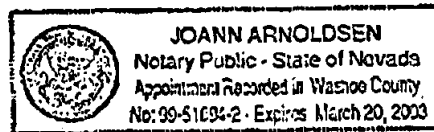
ATTEST:

\_\_\_\_\_  
AMY HARVEY, County Clerk

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on November 4, 2002 by HELEN JEANE JONES as Trustee of the NELL J. REDFIELD REVOCABLE TRUST AGREEMENT DATED MAY 21, 1980.

NOTARY: Joann Arnoldsen



STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on November 4, 2002 by GERALD C. SMITH as Trustee of the NELL J. REDFIELD REVOCABLE TRUST AGREEMENT DATED MAY 21, 1980.

NOTARY: Joann Arnoldsen

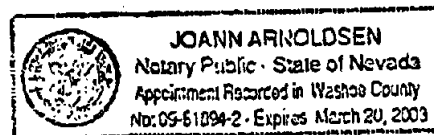




EXHIBIT "A"  
DESCRIPTION  
APN 152-010-37

A parcel of land situated within Section 3 and Section 10, Township 18 North, Range 19 East, MDM, Washoe County, Nevada, being more particularly described as follows:

Parcel J of Subdivision Tract Map 4088, File Number 2696842, of the Official Records of Washoe County, Nevada.

Said parcel contains an area of approximately 466.83 acres.

*DESCRIPTION PREPARED BY:*

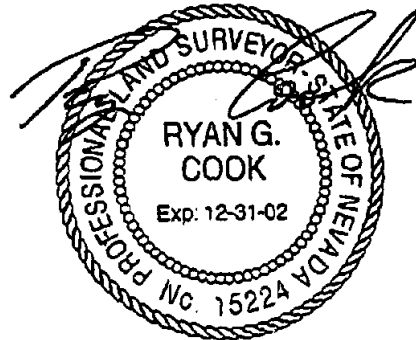
*Ryan G. Cook PLS 15224*

*Summit Engineering Corporation*

*5405 Mae Anne Avenue*

*Reno, Nevada 89523*

*N:\DWGS\AC\SURVEY\Legals\WC\_DED3.DOC*



*10-30-2002*

EXHIBIT "A"  
DESCRIPTION  
PORTION OF APN 152-010-36

A parcel of land being a portion of Parcel I of Subdivision Tract Map 4088, File Number 2696842, of the Official Records of Washoe County, Nevada, situated within Section 14 and Section 15, Township 18 North, Range 19 East, MDM, Washoe County, Nevada, being more particularly described as follows:

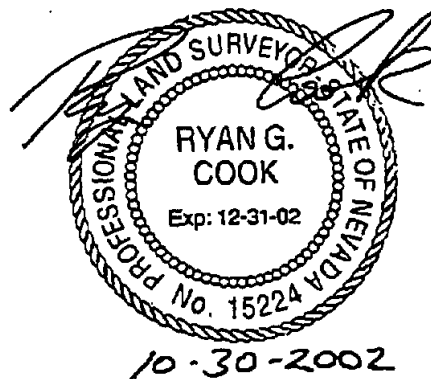
Beginning at the Northeast corner of said Section 15, also being a point on the Northerly boundary of said Parcel I;  
thence along said Northerly boundary South 89°30'18" East a distance of 2280.59 feet to the Northeast corner of said Parcel I;  
thence along the Easterly boundary of said Parcel I line South 00°29'42" West a distance of 99.11 feet;  
thence departing said Easterly boundary South 24°25'53" West a distance of 711.28 feet;  
thence North 89°31'38" West a distance of 1763.29 feet;  
thence South 67°22'24" West a distance of 828.22 feet;  
thence North 79°26'58" West a distance of 900.00 feet;  
thence South 60°29'51" West a distance of 1400.00 feet to a point on the Westerly boundary of said Parcel I;  
thence along said Westerly boundary North 00°46'02" East a distance of 1500.00 feet to the Northwest corner of said Parcel I;  
thence along said Northerly boundary of said Parcel I North 87°55'17" East a distance of 2627.15 feet to the Point of Beginning.

Said parcel contains an area of approximately 100.98 acres.

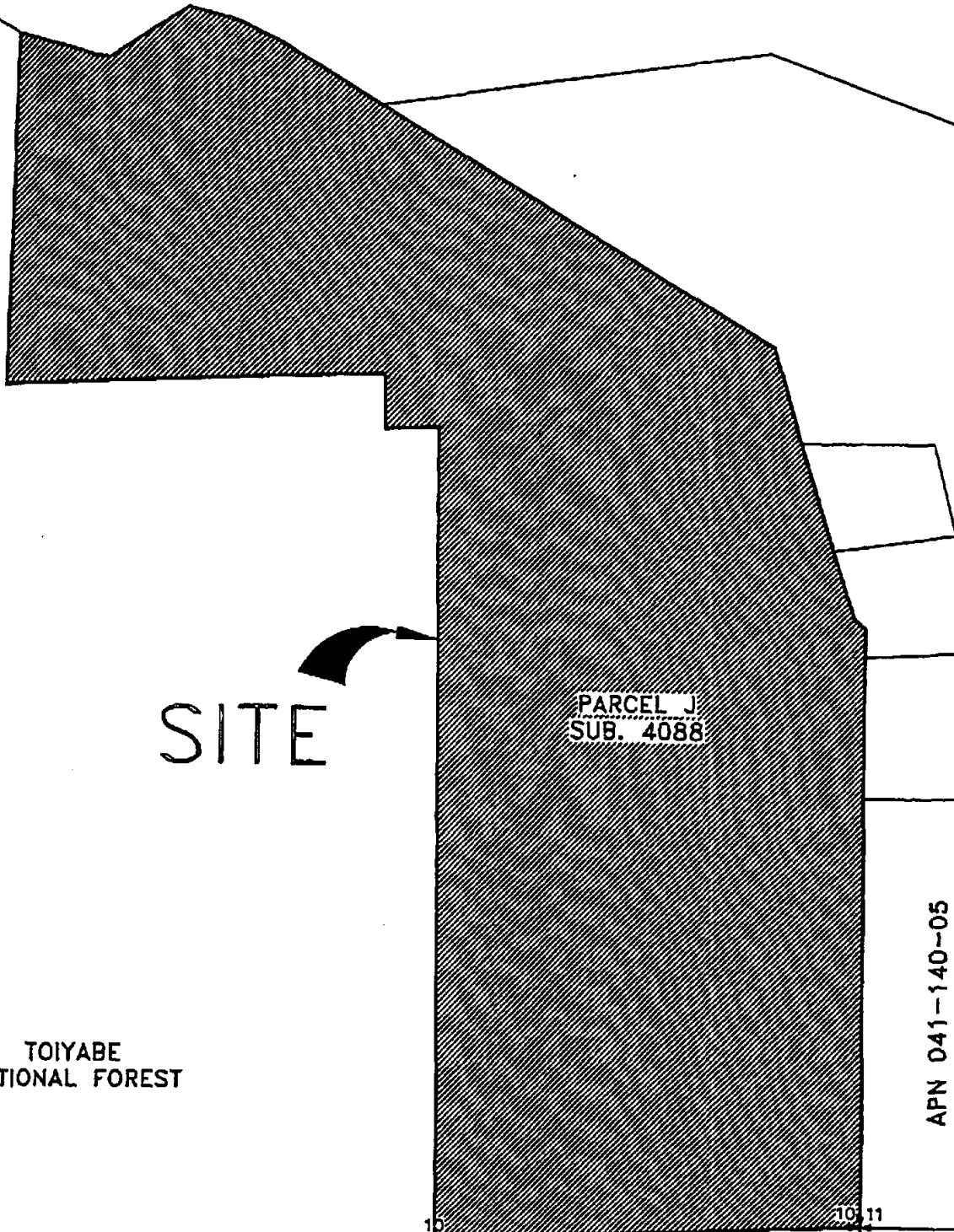
BASIS OF BEARINGS: Nevada State Plane Coordinate System, West Zone Grid, NAD83.

DESCRIPTION PREPARED BY:  
Ryan G. Cook PLS 15224  
Summit Engineering Corporation  
5405 Mae Anne Avenue  
Reno, Nevada 89523

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BALLARDINI



SITE

TOIYABE  
NATIONAL FOREST

PARCEL J  
SUB. 4088

APN 041-140-05

15  
15

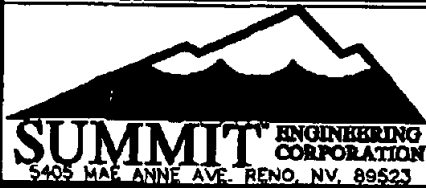
10.11  
15°14

PARCEL 1  
SUB. 4088

DISPLAY  
TO ACCOMPANY  
LEGAL DESCRIPTION

1"=1000'  
WASHOE COUNTY  
DEDICATION

7:33 AM \* 30-OCT-2002



SHEET  
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OF  
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PARCEL J  
SUB. 4088

APN 041-140-05

10  
15

10, 11  
15, 14

TOIYABE  
NATIONAL FOREST

**SITE**

REMAINDER  
PORTION PARCEL I  
SUB. 4088

DISPLAY  
TO ACCOMPANY  
LEGAL DESCRIPTION

1"=800'  
WASHOE COUNTY  
DEDICATION

7:31 AM \* 30-OCT-2002



SHEET  
1  
OF  
1

When Recorded, Return This  
Document and Tax Statements To:  
Washoe County Parks Department  
2601 Plumas Street  
Reno, NV 89509

APNs: 152-850-01 and 152-611-03

Transfer Tax: \_\_\_\_\_

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transferor"; and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, hereinafter referred to as "Transferee".

**WITNESSETH:**

That the Transferor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to it in hand paid by Transferee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain sell and convey unto the Transferee, its successors and assigns forever, all Transferor's right, title and interest in that certain real property situate in the County of Washoe, State of Nevada, more particularly described on Exhibit "A", attached hereto and incorporated herein.

TOGETHER WITH ALL and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof, except water rights of all kinds, which are reserved to Transferor.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto Transferee and to its successors and assigns forever.


ACCEPTED AND APPROVED BY THE WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS, WAIVING THE REQUIREMENT OF A PARCEL MAP PURSUANT TO NRS 278.464 AND WASHOE COUNTY DEVELOPMENT CODE SECTION 110.606.75.

IN WITNESS WHEREOF, the Transferor has executed this indenture the day and year first above written.

**TRANSFEROR:**

**SOUTHWEST POINTE ASSOCIATES,  
L.L.C., a Delaware limited liability  
company**

By: Westerra Management, L.L.C.,  
a Delaware limited liability company,  
its authorized representative

By:   
\_\_\_\_\_  
DEAN MENANTE, Vice-President

**THE COUNTY OF WASHOE, a  
political subdivision of the State  
of Nevada**

By: \_\_\_\_\_  
PETER J. SFERRAZZA, Chairman  
Board Of County Commissioners

**Attest:**

Amy Harvey, County Clerk

By: \_\_\_\_\_  
Deputy Clerk

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on November 6, 2002 by DEAN MENANTE as Vice-President of WESTERRAMANAGEMENT, L.L.C., a Delaware limited liability company, as authorized representative for SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware limited liability company.

NOTARY: Donna R Hyatt

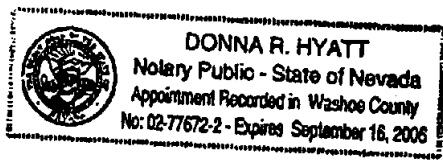


EXHIBIT "A"  
DESCRIPTION  
APN 152-850-01 &  
A PORTION OF APN 152-611-03

Two parcels of land situated within Section 22, Township 18 North, Range 19 East, MDM, Washoe County, Nevada, being more particularly described as follows:

Parcel A of Subdivision Tract Map 4100, File Number 2705678, of the Official Records of Washoe County, Nevada.

TOGETHER WITH, a portion of Lot 2603 of Subdivision Tract Map 4100, File Number 2705678, of the Official Records of Washoe County, Nevada, being further described as follows:

Beginning at the Southerly corner of Parcel B of said Subdivision Tract Map 4100, also being on the boundary of said Lot 2603, from which the North Quarter corner of said Section 22 bears North 07°42'57" West a distance of 2945.23 feet;  
thence along said boundary South 44°13'16" West a distance of 19.82 feet;  
thence along a tangent circular curve to the left with a radius of 320.00 feet and a central angle of 27°31'10" an arc length of 153.70 feet;  
thence South 16°42'06" West a distance of 133.24 feet;  
thence along a tangent circular curve to the left with a radius of 1210.00 feet and a central angle of 13°28'28" an arc length of 284.56 feet;  
thence with a non-tangent line South 73°34'53" East a distance of 50.81 feet;  
thence North 43°58'56" East a distance of 62.17 feet;  
thence North 64°33'19" East a distance of 74.37 feet;  
thence North 86°59'23" East a distance of 91.27 feet;  
thence North 25°28'55" East a distance of 111.50 feet;  
thence North 82°30'37" West a distance of 126.31 feet;  
thence along a tangent circular curve to the right with a radius of 100.00 feet and a central angle of 99°12'43" an arc length of 173.16 feet;  
thence North 16°42'06" East a distance of 90.30 feet;  
thence along a tangent circular curve to the right with a radius of 290.00 feet and a central angle of 27°31'10" an arc length of 139.29 feet;  
thence North 44°13'16" East a distance of 19.16 feet;  
thence departing said boundary North 44°30'35" West a distance of 30.01 feet to the Point of Beginning.

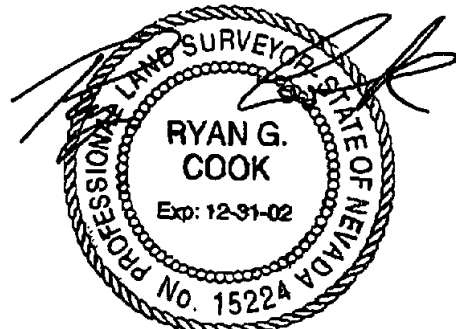
Said parcels contain an area of approximately 41.07 acres.

BASIS OF BEARINGS: Said Subdivision Tract Map 4100.

DESCRIPTION PREPARED BY:

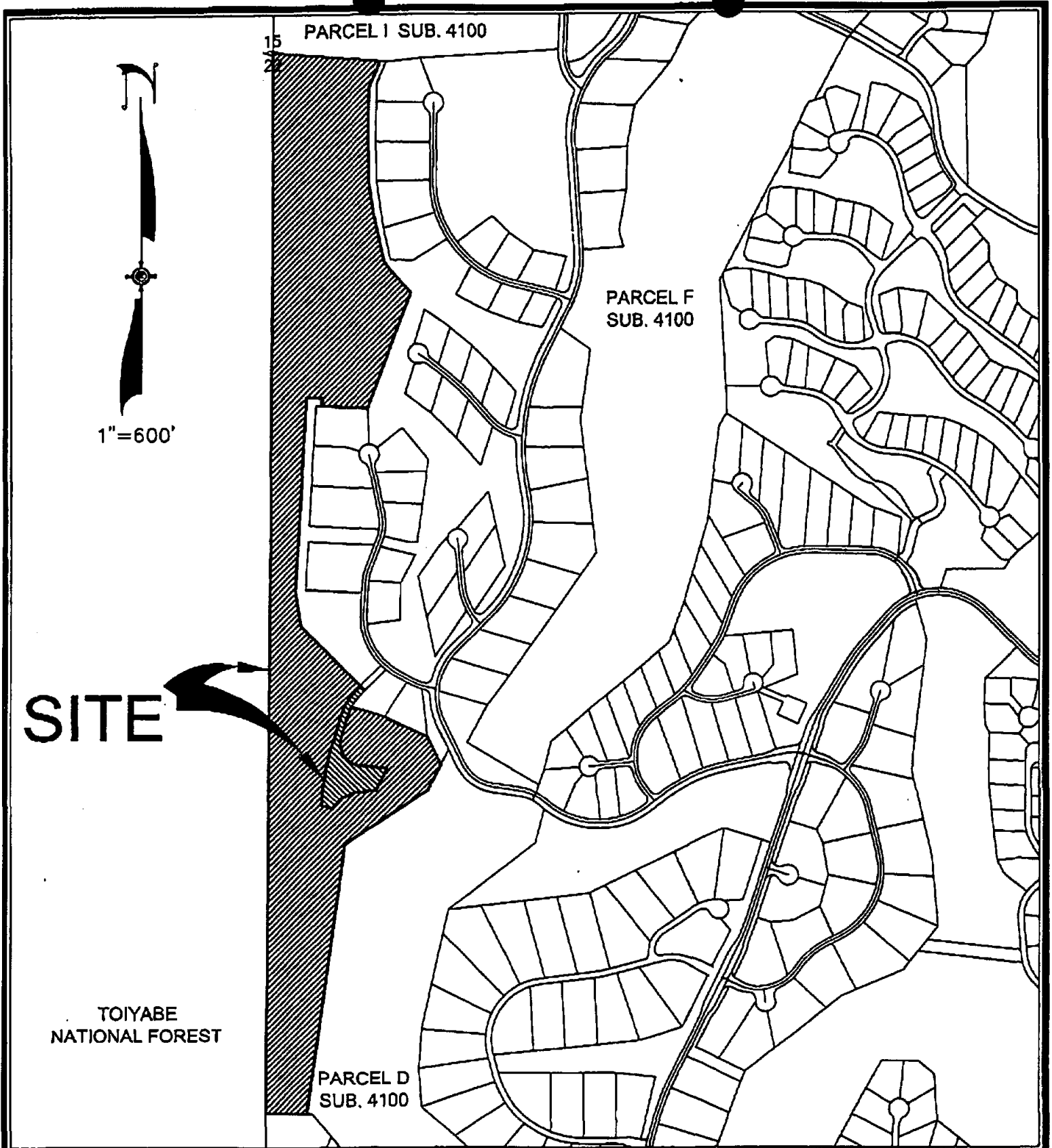
Ryan G. Cook PLS 15224  
Summit Engineering Corporation  
5405 Mae Anne Avenue  
Reno, Nevada 89523

N:\DWGS\AC\SURVEY\Legals\WC\_DED26.DOC



11-01-02





DISPLAY  
TO ACCOMPANY  
LEGAL DESCRIPTION

1"=600'  
WASHOE COUNTY  
DEDICATION @ AC26  
6:52 AM • 01-NOV-2002



SHEET  
1  
OF  
1

N:\DWGS\AC\SURVEY\Legals\WC\_DED26.DWG

When Recorded, Return This  
Document and Tax Statements To:  
Washoe County Parks Department  
2601 Plumas Street  
Reno, NV 89509

APNs: 152-010-36 and 152-010-37  
Transfer Tax: N/A

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between **HELEN JEANE JONES, KENNETH G. WALKER and GERALD C. SMITH**, as trustees under the provisions of that certain **NELL J. REDFIELD Revocable Trust Agreement** dated May 21, 1980, hereinafter referred to collectively as "Transferor"; and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, hereinafter referred to as "Transferee".

**WITNESSETH:**

That the Transferor, in consideration of the sum of **TEN DOLLARS (\$10.00)**, lawful money of the United States of America, to it in hand paid by Transferee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain sell and convey unto the Transferee, its successors and assigns forever, all Transferor's right, title and interest in that certain real property situate in the County of Washoe, State of Nevada, more particularly described on Exhibit "A", attached hereto and incorporated herein.

**TOGETHER WITH ALL** and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof, except water rights of all kinds, which are reserved to Transferor.

**TO HAVE AND TO HOLD** the said premisses, together with the appurtenances, unto Transferee and to its successors and assigns forever.

**ACCEPTED AND APPROVED BY THE WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS, WAIVING THE REQUIREMENT OF A PARCEL MAP PURSUANT TO NRS 278.464 AND WASHOE COUNTY DEVELOPMENT CODE SECTION 110.606.75.**

IN WITNESS WHEREOF, the Transferor has executed this indenture the day and year first above written.

**TRANSFEROR:**

**NELL J. REDFIELD REVOCABLE TRUST AGREEMENT dated May 21, 1980**

**THE COUNTY OF WASHOE, a political subdivision of the State of Nevada**

By: *Helene Jeanne Jones*  
HELEN JEANE JONES, Trustee

By: *Gerald C. Smith*  
GERALD C. SMITH, Trustee

By: \_\_\_\_\_  
PETER J. SFERRAZZA, Chairman  
Board Of County Commissioners

**Attest:**

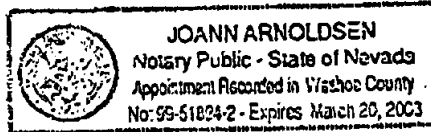
Amy Harvey, County Clerk

By: \_\_\_\_\_  
Deputy Clerk

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on November 4, 2002 by HELEN JEANE JONES as Trustee of the NELL J. REDFIELD REVOCABLE TRUST AGREEMENT DATED MAY 21, 1980.

NOTARY: Joann Arnoldsen



STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on November 4, 2002 by GERALD C. SMITH as Trustee of the NELL J. REDFIELD REVOCABLE TRUST AGREEMENT DATED MAY 21, 1980.

NOTARY: Joann Arnoldsen

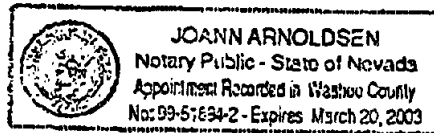


EXHIBIT "A"  
DESCRIPTION  
APN 152-010-37

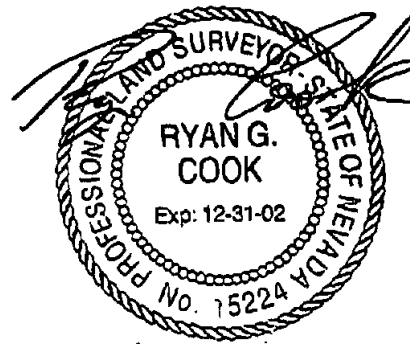
A parcel of land situated within Section 3 and Section 10, Township 18 North, Range 19 East, MDM, Washoe County, Nevada, being more particularly described as follows:

Parcel J of Subdivision Tract Map 4088, File Number 2696842, of the Official Records of Washoe County, Nevada.

Said parcel contains an area of approximately 466.83 acres.

DESCRIPTION PREPARED BY:  
Ryan G. Cook PLS 15224  
Summit Engineering Corporation  
5405 Mae Anne Avenue  
Reno, Nevada 89523

N:\DWGS\ACSURVEY\Legals\WC\_DED3.DOC



10-30-2002

EXHIBIT "A"  
DESCRIPTION  
PORTION OF APN 152-010-36

A parcel of land being a portion of Parcel I of Subdivision Tract Map 4088, File Number 2696842, of the Official Records of Washoe County, Nevada, situated within Section 14 and Section 15, Township 18 North, Range 19 East, MDM, Washoe County, Nevada, being more particularly described as follows:

Beginning at the Northeast corner of said Section 15, also being a point on the Northerly boundary of said Parcel I;  
thence along said Northerly boundary South 89°30'18" East a distance of 2280.59 feet to the Northeast corner of said Parcel I;  
thence along the Easterly boundary of said Parcel I line South 00°29'42" West a distance of 99.11 feet;  
thence departing said Easterly boundary South 24°25'53" West a distance of 711.28 feet;  
thence North 89°31'38" West a distance of 1763.29 feet;  
thence South 67°22'24" West a distance of 828.22 feet;  
thence North 79°26'58" West a distance of 900.00 feet;  
thence South 60°29'51" West a distance of 1400.00 feet to a point on the Westerly boundary of said Parcel I;  
thence along said Westerly boundary North 00°46'02" East a distance of 1500.00 feet to the Northwest corner of said Parcel I;  
thence along said Northerly boundary of said Parcel I North 87°55'17" East a distance of 2627.15 feet to the Point of Beginning.

Said parcel contains an area of approximately 100.98 acres.

BASIS OF BEARINGS: Nevada State Plane Coordinate System, West Zone Grid, NAD83.

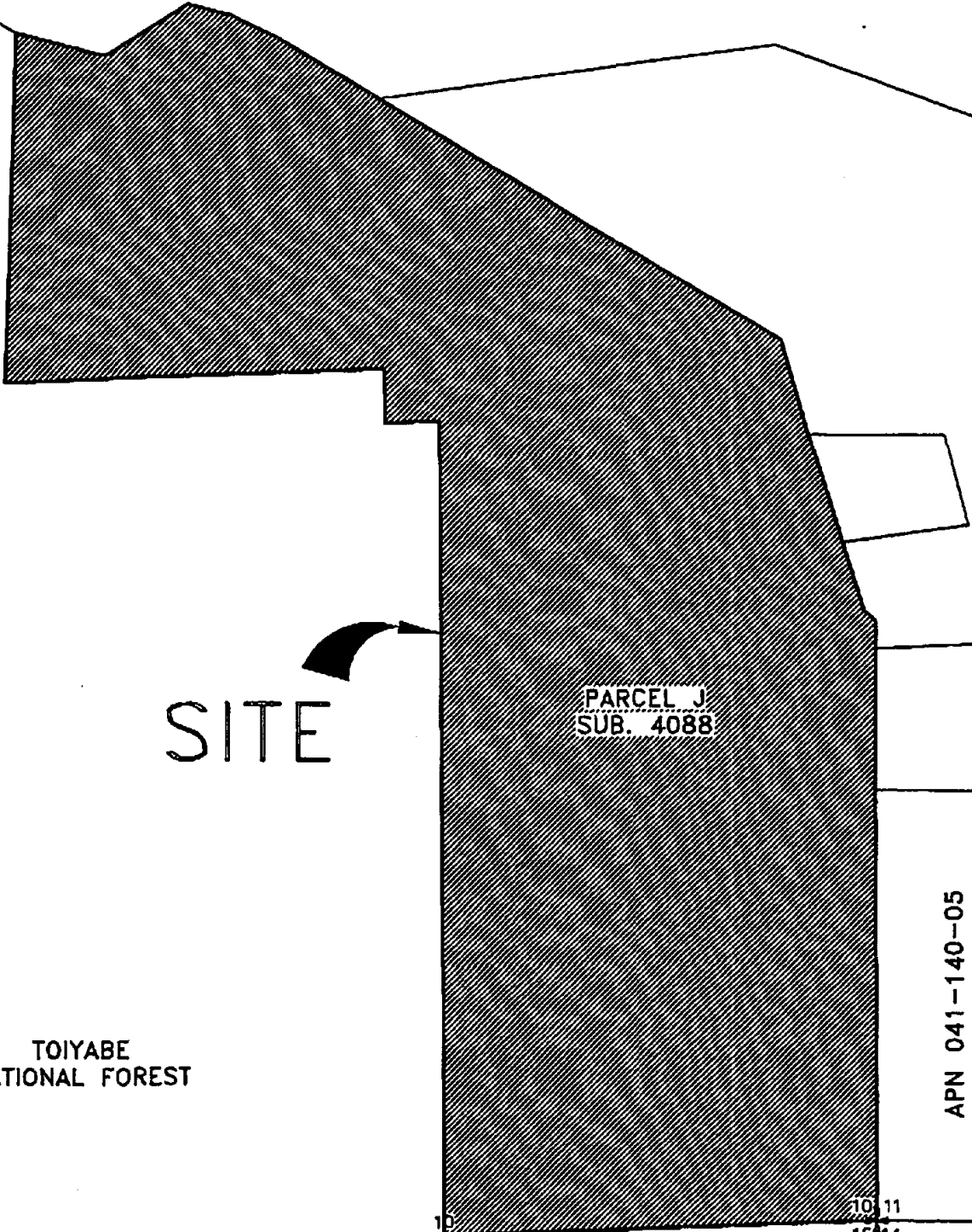
DESCRIPTION PREPARED BY:

Ryan G. Cook PLS 15224  
Summit Engineering Corporation  
5405 Mae Anne Avenue  
Reno, Nevada 89523

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BALLARDINI



SITE

PARCEL J  
SUB. 4088

TOIYABE  
NATIONAL FOREST

APN 041-140-05

PARCEL I  
SUB. 4088

DISPLAY  
TO ACCOMPANY  
LEGAL DESCRIPTION

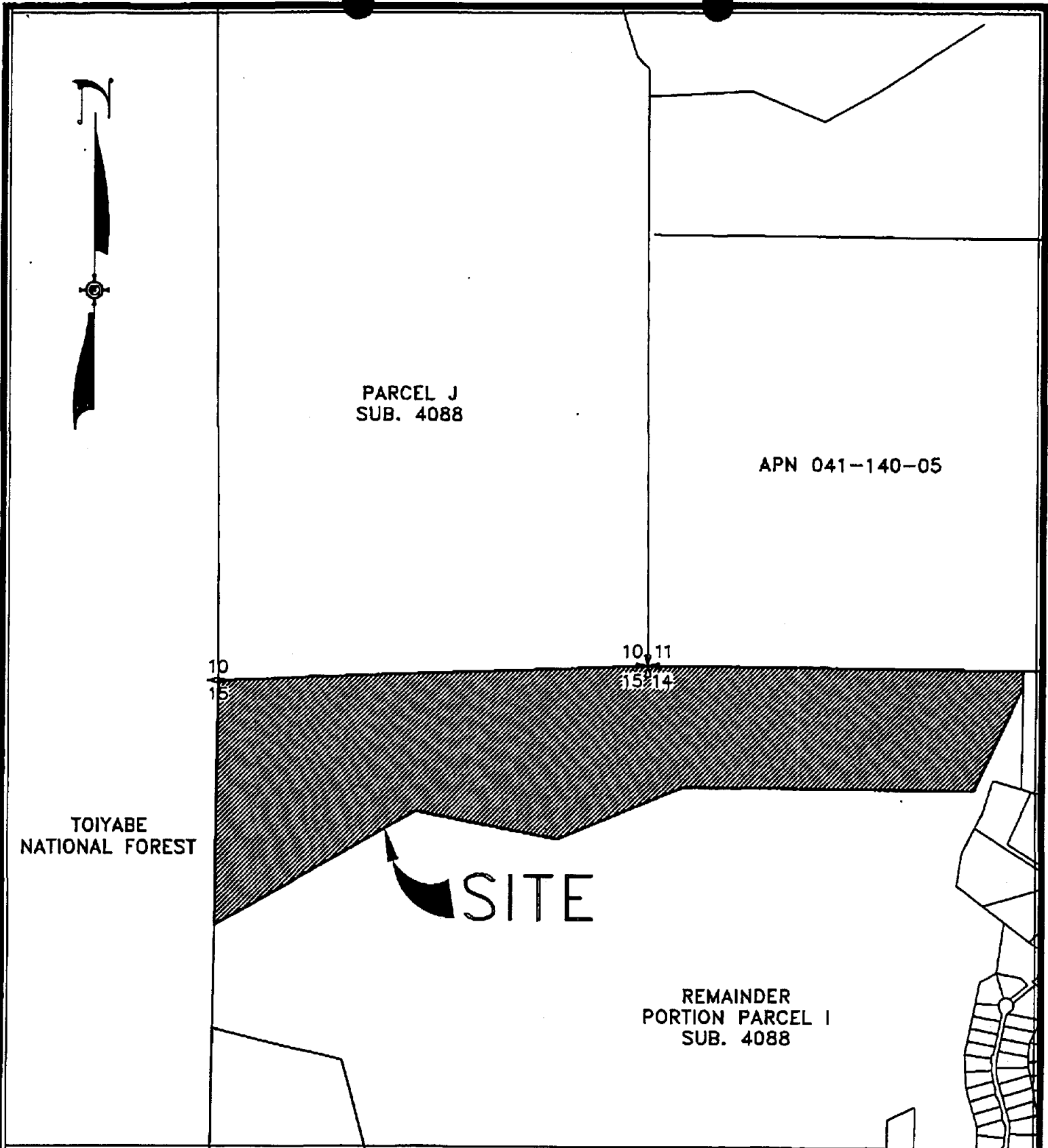
1"=1000'  
WASHOE COUNTY  
DEDICATION

7:33 AM \* 30-OCT-2002



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DISPLAY  
TO ACCOMPANY  
LEGAL DESCRIPTION

1"=800'  
WASHOE COUNTY  
DEDICATION  
7:31 AM \* 30-OCT-2002

**SUMMIT** ENGINEERING CORPORATION  
5405 MAE ANNE AVE. RENO, NV. 89523

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OF  
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WHEN RECORDED, RETURN TO:

Southwest Pointe Associates, L.L.C.  
c/o Robert M. Sader, Esq.  
462 Court Street  
Reno, Nevada 89501

APNs: 152-010-36, 152-010-37,  
152-850-01 and 152-611-03

**EASEMENT FOR DRAINAGE AND UTILITIES  
AND ROAD GRADING**

THIS GRANT OF EASEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, hereinafter referred to as "Grantor"; and **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company, **ARROWCREEK HOMEOWNERS ASSOCIATION**, a Nevada nonprofit corporation, and **ARROWCREEK GOLF HOLDINGS, L.L.C.**, a Delaware limited liability company, hereinafter referred to collectively as "Grantees".

**WITNESSETH:**

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantees a blanket easement for drainage of storm waters and utility facilities (gas, sewer, water, electric, cable TV and telephone), together with an easement to grade an unpaved road for purposes of relocation of a "presumed public road" upon, over, across and through the land herein described, including the right of access upon said land for the purpose of construction and maintenance of improvements for said drainage, utility and road facilities.

The easement hereby granted is situated in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

This is a nonexclusive Grant of Easement and to the extent that other uses do not interfere with the use of said easement by Grantees as permitted herein, Grantor, its successors and assigns, shall be permitted to use the same for any purpose it may desire.

The covenants herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

TO HAVE AND TO HOLD, said easement unto the Grantees and unto their successors and assigns forever.

IN WITNESS WHEREOF, Grantor hereto has executed this Grant of Easement the day and year first above written.

**GRANTOR:**

**COUNTY OF WASHOE, a political  
subdivision of the State of Nevada**

By: \_\_\_\_\_  
PETER J. SFERRAZZA, Chairman  
Board of County Commissioners

Attest:

Amy Harvey, County Clerk

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT "A"  
DESCRIPTION  
PORTION OF APN 152-010-36

A parcel of land being a portion of Parcel I of Subdivision Tract Map 4088, File Number 2696842, of the Official Records of Washoe County, Nevada, situated within Section 14 and Section 15, Township 18 North, Range 19 East, MDM, Washoe County, Nevada, being more particularly described as follows:

Beginning at the Northeast corner of said Section 15, also being a point on the Northerly boundary of said Parcel I;  
thence along said Northerly boundary South 89°30'18" East a distance of 2280.59 feet to the Northeast corner of said Parcel I;  
thence along the Easterly boundary of said Parcel I line South 00°29'42" West a distance of 99.11 feet;  
thence departing said Easterly boundary South 24°25'53" West a distance of 711.28 feet;  
thence North 89°31'38" West a distance of 1763.29 feet;  
thence South 67°22'24" West a distance of 828.22 feet;  
thence North 79°26'58" West a distance of 900.00 feet;  
thence South 60°29'51" West a distance of 1400.00 feet to a point on the Westerly boundary of said Parcel I;  
thence along said Westerly boundary North 00°46'02" East a distance of 1500.00 feet to the Northwest corner of said Parcel I;  
thence along said Northerly boundary of said Parcel I North 87°55'17" East a distance of 2627.15 feet to the Point of Beginning.

Said parcel contains an area of approximately 100.98 acres.

BASIS OF BEARINGS: Nevada State Plane Coordinate System, West Zone Grid, NAD83.

DESCRIPTION PREPARED BY:  
Ryan G. Cook PLS 15224  
Summit Engineering Corporation  
5405 Mae Anne Avenue  
Reno, Nevada 89523

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EXHIBIT "A"  
DESCRIPTION  
APN 152-010-37

A parcel of land situated within Section 3 and Section 10, Township 18 North, Range 19 East, MDM, Washoe County, Nevada, being more particularly described as follows:

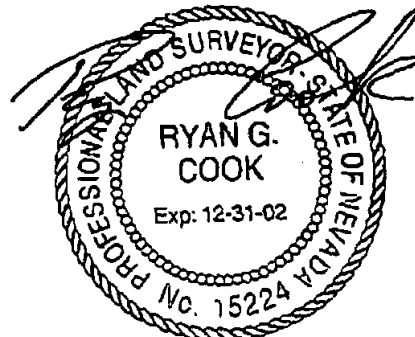
Parcel J of Subdivision Tract Map 4088, File Number 2696842, of the Official Records of Washoe County, Nevada.

Said parcel contains an area of approximately 466.83 acres.

DESCRIPTION PREPARED BY:

Ryan G. Cook PLS 15224  
Summit Engineering Corporation  
5405 Mae Anne Avenue  
Reno, Nevada 89523

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10-30-2002

**ROBERT M. SADER, LTD.**  
**ATTORNEY AND COUNSELOR AT LAW**  
**462 COURT STREET**  
**RENO, NEVADA 89501**  
**(775) 329-8310**  
**FACSIMILE (775) 329-8591**

**FACSIMILE TRANSMISSION COVER SHEET**

**TO:** Don Young **FAX Number:** \_\_\_\_\_  
Dean Menante \_\_\_\_\_  
Jerry Smith \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FROM:** ROBERT M. SADER, ESO.

**RE:** \_\_\_\_\_

**# OF PAGES THIS TRANSMISSION (INCLUDING COVER SHEET):** 37

**DATE:** \_\_\_\_\_ **ORIGINAL TO FOLLOW:** \_\_\_\_\_

**VIA:** FIRST CLASS U.S. POST  FEDERAL EXPRESS  OTHER

**DESCRIPTION/INSTRUCTIONS FOR DOCUMENT TRANSMITTED:**  
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The information contained in this facsimile transmission is confidential and/or privileged. It is intended to be received initially by only the individual(s) named above. If the reader of this transmission is not the intended recipient or a representative of the intended recipient, dissemination or copying of the material contained herein is strictly prohibited. If you have received this transmission in error, please notify sender by telephone immediately. Thank you.

# SPECIFIC DISCLOSURE INFORMATION FOR THE CUSTOM LOT PURCHASER IN ARROWCREEK

Date: August 15, 2002

## INTRODUCTION

This Specific Disclosure Information is provided to buyers of ArrowCreek custom home sites in order to provide information about this particular subdivision, and to meet disclosure requirements of Nevada law. ArrowCreek is both a "common-interest community" and a "planned community" under applicable Nevada law (Nevada Revised Statutes Chapter 116). This Specific Disclosure Information is also a Public Offering Statement required by NRS 116.4101 to 412.

## SUBDIVISION/SELLER.

ArrowCreek is a subdivision located in Washoe County, Nevada, on ArrowCreek Parkway south of Zolezzi Lane, west of South Virginia Street and north of the Mount Rose Highway. The seller of custom lots and the master developer is Southwest Pointe Partners, L.L.C., a Delaware limited liability company. The principal mailing address and telephone numbers for both the seller and subdivision are:

10385 Tewa Court  
Reno, Nevada 89511  
(Tel.) (775) 850-4488  
(Fax) (775) 850-4489

ArrowCreek is being developed pursuant to a Final Development Agreement approved by Washoe County (Case No. DA9-1-93) and subsequent tentative maps for phases of the subdivision. Government approvals for ArrowCreek were formerly in the name of Southwest Pointe. The two names refer to the same subdivision. More information on development approvals for ArrowCreek can be obtained from the Washoe County Department of Community Development (tel. 328-6100).

ArrowCreek is a detached single family dwelling community composed of a maximum of 1,090 residential lots. The maximum number of lots may be increased, subject to Washoe County approval. Approximately 610 lots are currently planned to be sold as custom home sites, meaning a lot developed with utilities and streets, ready for the buyer to construct a custom home on the lot after issuance of a building permit by Washoe County and approval of the buyer's construction plans by the ArrowCreek Design Review Committee. Approximately 480 lots are currently planned to be sold to subdivision tract builders ("Builders") who will construct homes on the lots for sale to homebuyers. These Builders are not agents of the seller, and are solely, independently responsible for their own activities. The mix of custom home sites and subdivision tract lots may change, depending on sales activities and market demand.

Some of the homes built by Builders may have separate amenities (e.g., recreation facilities, gates, security), which are limited to benefitting those homes, and which are paid for entirely by the

homeowners benefitted. Lot sizes in ArrowCreek vary in three categories: (1) 12,000 sq. ft. to 21,780 sq. ft. (40%); (2) 21,680 sq. ft. to 43,559 sq. ft. (35%); and (3) over 43,559 sq. ft. (25%).

The seller anticipates that between 50 and 150 homes will be constructed each year in ArrowCreek, from 1999 until buildout. Substantial buildout should occur within 7 to 15 years.

Two 18-hole golf courses, a clubhouse and associated golf amenities part of the ArrowCreek project and have been completed. The golf courses are not amenities of ArrowCreek lot owners. Membership and play privileges are separate from lot ownership and a private membership is required in order to play the golf courses.

The golf courses owner pays a portion of the expenses of the ArrowCreek Homeowners Association ("Association") in proportion to its use of the private roads, security and other Association services, and receives voting rights as a member of the Association in proportion to its assessment obligation. The formula for calculating the proportionate share of Association expenses and voting rights for the golf courses is more fully described in the ArrowCreek Declaration of Covenants, Conditions And Restrictions (CC&Rs), which was recorded on October 17, 1997 as Document No. 2145699 in the office of the Recorder of Washoe County, Nevada.

The Swim and Tennis Club is a private recreation amenity of the Association, available for use by ArrowCreek lot owners. Construction of the Swim and Tennis Club is completed and the club is open to members. Private and any public use of the club is regulated by decisions of the Association Board of Directors.

An equestrian center was originally planned as a private recreation amenity for ArrowCreek, but will not be built. An RV-boat storage facility for lot owner use is allowed to be built (but is not required to be built) in a latter phase of the subdivision, subject to fees to be determined by the Association. The Association Board of Directors will decide whether such a storage facility is built, subject to Washoe County approval, and there are no current plans for construction. A small retail commercial center is allowed to be built in the vicinity of the Swim and Tennis Club, in a latter phase of subdivision development, but may not be built.

Other amenities of ArrowCreek include common area landscaping, open space, private streets and controlled, gated private access, as more fully described in the CC&Rs. The main gate has been installed and security personnel are on duty during a portion of the day. The association controls main gate access and security personnel. Streets within the subdivision will be constructed as needed for lot access. All streets within ArrowCreek are designed to be private.

### **SALES AGENT.**

The real estate broker for custom lots in ArrowCreek is ArrowCreek Realty. The sales agent staff handles most of the marketing, sales and escrow matters for the seller. The sales office can be reached at (775) 850-4444 (fax: (775) 850-4445).

Sales for Builders may not be handled by ArrowCreek Realty. If so, any questions regarding sales of Builders' homes should be directed to the Builders' sales staff.

## DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (CC&Rs).

Title to each lot within this subdivision will be conveyed subject to title exceptions, some of which are certain easements, reservations, covenants, conditions, architectural controls, liens, assessments and charges set forth in the CC&Rs, all for the purpose of maintaining, enhancing and protecting the value and attractiveness of ArrowCreek.

The CC&Rs provide for the establishment of the ArrowCreek Homeowners Association, membership in which is mandatory for each owner of a residential lot within the subdivision, including Builder's lots. Other provisions of the CC&Rs control various aspects of the use of each lot, including the regulation by a Design Review Committee of dwellings, improvements or additions which a buyer desires to construct on the buyer's lot after close of escrow.

The Association is a Nevada non-profit corporation and is charged with certain duties as defined in the CC&Rs. Briefly, the Association will be responsible for the ownership of common area, including the recreation amenities, streets and gates; maintenance and repair of landscaping and open space, some (but not all) fuel modification and fuelbreak areas, permanent storm water detention areas and certain drainage ditches that will serve the subdivision; and enforcement of restrictions as provided in the CC&Rs. Private Association security and gates will restrict access to subdivision streets. The Association may provide private security for the gate. The Association is not authorized to represent owners on land use or growth matters.

The seller will construct, at its expense, the recreational amenities, private streets, drainage facilities, landscaping and other initial improvements on common areas. The seller has also funded the expense to create the Association ( incorporation costs, legal documents drafting, etc.), and has provided a subsidy to defray start-up expenses. Once sales in each new phase start to occur, assessments for all lots improved by streets and utilities in that phase which have not been purchased by others will be paid by the seller (or other owner).

There are no judgments or pending suits against the Association and there are no pending suits of any kind material to ArrowCreek of which the seller is aware.

The costs to maintain the recreational amenities, private streets, gates, landscape areas, drainage facilities and other common areas, and to operate the Association, are funded by lot owner assessments collected from each lot owner on a monthly basis that, if not paid, become a lien against an owner's property. The assessments are subject to annual review and may increase or decrease based on many factors, such as the amount of common area landscaping, maintenance costs, and management costs.

In the early phases of ArrowCreek the Board of Directors of the Association was appointed by the seller, and the seller controlled a majority of appointments to the Board of Directors until most of the lots in the subdivision were sold. The majority of Association director positions are now elected by ArrowCreek lot owners. Membership meetings will take place at least once a year. Board of Director meetings take place at least quarterly. The membership must ratify the Association's budget at least annually, which controls the income and expenses of the Association.

The most current approved budget is attached as Exhibit "A". It includes a reserve for repairs and replacement, as well as the monthly assessment for common expenses. All finished lots within ArrowCreek subject to assessment are assessed at the same amount. Homebuyers will pay the prorated monthly assessment at close of escrow for the month of closing, then be billed monthly for assessments after closing of a lot purchase. In addition, a transfer fee of \$100.00, or as otherwise set by the Board of Directors, is charged at close of escrow to the transferee. No other initial or special



fee related to the Association is charged at closing between the seller and the first buyer of an improved lot.

The Board of Directors will set any special fees or charges to be paid by homeowners for use of Association facilities. No such fees currently exist. Any such fees must be charged on a fair, just and equitable basis.

### **ASSOCIATION MANAGER.**

The Association has hired a management firm to administer the provisions of the CC&Rs, including membership data, meeting notices, assessments, liens, accounts and records, enforcement of restrictions, and supervision of maintenance and repair of common area.

This management firm is:

Gaston & Wilkerson Management Group  
3500 Lakeside Court, Suite 150  
Reno, Nevada 89509  
Facsimile: (775) 828-7496  
Telephone: (775) 828-1911

All inquires regarding enforcement of restrictions of the CC&Rs, assessments, etc. should be referred directly to the management firm.

### **UNPAVED PUBLIC ROAD ACCESS.**

While the CC&Rs general prohibit operation of motorized vehicles in open space or common areas in ArrowCreek, Washoe County recognizes the existence of an unpaved presumed public road pursuant to Section 405.191 and 405.195 of the Nevada Revised Statutes near the western boundary of ArrowCreek on open space or common area land. In addition, public access on U.S. Forest Service land adjacent to ArrowCreek on the west is allowed, including the use of motorized vehicles. A portion of the unpaved presumed public road referenced above traverses this U.S. Forest Service land. Neither the Association nor the seller can control, prohibit or restrict public motorized travel on a public road.

### **LOT DRAINAGE.**

Custom home site buyers are encouraged to carefully review the grading plans of the seller to determine how the lot will ultimately drain. Close of escrow will signify that the buyer has viewed and walked the lot and accepted the final grading plan. The buyer may not alter the drainage patterns created by the seller's final grading plan.

### **LANDSCAPING.**

The seller will not be landscaping individual lots within this subdivision. No topsoil, lawn hydroseeding, or sodding will be offered. Landscaping will be the buyer's responsibility, and landscaping of all lots is required by the CC&Rs. The CC&Rs contain restrictions on the maximum area of turf and irrigated landscaping which is allowed. These restrictions are imposed to conserve water usage, particularly on larger lots.

## EASEMENTS.

Numerous easements exist in ArrowCreek, including snow storage, signage, fencing, drainage and utility easements. Specific easements for each lot are shown on the final map for each unit in ArrowCreek, which can be inspected at the seller's office. In addition the CC&Rs create easements which affect owner's lots in the subdivision, including common area landscaping and pathway easements on some lots.

## UTILITY FACILITIES.

Many lots within the subdivision have electric transformers, electric distribution boxes, fire hydrants, street lights and signs located within the right of way adjacent to a lot or within an easement located in a side or front yard. The utility provider reserves the right to modify the placement of its facilities.

## SLOPES.

Some lots within this subdivision may have engineered slopes on them that run along the front side or rear of the lots. Most slopes are constructed are 3:1 (1 foot vertical change for every 3 feet horizontal). The seller encourages buyers to plant or seed slopes as soon as possible to stabilize them and prevent erosion. If any lot has 2:1 slopes which have been stabilized with rock rip-rap, buyers must take no action that will remove, dislocate, wash out, cover up, or in any other way disturb or interfere with the proper functioning of installation of this rock rip rap.

## SIDEWALKS.

The seller has a map available for inspection showing the location of all sidewalks or paths within the buyer's unit. The buyer is advised that there may a portion of street right of way behind the curb and gutter or sidewalk, and there are utility easements behind most curbs and gutters.

## WILDLIFE.

This subdivision is near substantial Bureau of Land Management and U.S. Forrest Service acreage and other open space. The presence of coyotes, snakes, rodents and other wildlife should be anticipated. Buyers should take precautions against natural predators.

## CONSTRUCTION NUISANCES.

Undeveloped portions of the subdivision will be used for construction related activities, such as water storage, dirt screening, equipment and material storage, for an undetermined period of time during construction in the subdivision, the golf courses and Association amenities. ArrowCreek streets will be used for construction-related traffic. Construction activities may occur early in the morning, late into the evening, and on weekends or holidays. Dust from construction activities or from areas disturbed by construction will occur. Noise from construction activities is unavoidable.

## SCHOOLS.

The Washoe County School District opened Huffaker Elementary School adjacent to ArrowCreek September, 1997. Adjacent to the elementary school is a private middle school, Sage Ridge School (grades 6-12), which opened in the fall of 1998. The school district solely controls the timing of new public school construction. While the seller hopes other schools will be built in future,

no representation or warranty is given by the seller that the school district will construct new schools in the future in the vicinity of ArrowCreek.

### **PARKS.**

Adjacent to ArrowCreek on the south side of ArrowCreek Parkway is a 10 acre public park which the seller has constructed for Washoe County. The park is open to the public, including ArrowCreek lot owners.

### **OPEN SPACE COMMON AREA/TRAILS.**

ArrowCreek lots are surrounded by approximately 1500 acres of open space which is part of the project, and will be dedicated in phases to Washoe County to be retained as open space. Certain improvements can be constructed in the open space (water tanks, wells, pipe lines, access roads, etc.) which are necessary for development of ArrowCreek. Private trails for ArrowCreek residents may be constructed in certain areas. The Association will be responsible for maintaining certain other open space as common area (primarily between subdivision units). Motorized vehicles (e.g., dirt bikes, four wheel drive cars, trucks, etc.) are not allowed to use any public or Association open space for recreational purposes.

Two public trails are planned to be constructed within open space dedicated to Washoe County, the first along Thomas Creek, on the east and south side of ArrowCreek, and the second around the subdivision area on the north side of ArrowCreek. Both trails are part of the county regional trail program, providing access to greenbelts, open space and public lands for the community. The county is solely responsible for construction and maintenance of these public trails. The public must be provided reasonable access into ArrowCreek for trail use, once the trails are constructed.

In addition, bike paths have been constructed in or adjacent to some major streets. The public will also be allowed access to bike paths.

### **PLANNED GROWTH IN THE SOUTHWEST TRUCKEE MEADOWS.**

Although ArrowCreek lots are surrounded by open space, as mentioned above, major areas of the Southwest Truckee Meadows are planned to be developed for future growth. Some areas around ArrowCreek which are not currently planned for development may receive land use changes allowing growth in the future. For more details on land use, zoning and planned development, please contact the Washoe County Department of Community Development at 328-6100.

### **ARROWCREEK SPECIAL ASSESSMENT DISTRICT 23.**

Washoe County's Special Assessment District 23 ("ASAD 23") is a joint effort between Washoe County and ArrowCreek to finance and construct certain "infrastructure" which benefits the southwest Truckee Meadows in general and ArrowCreek in particular. This infrastructure includes portions of ArrowCreek Parkway (the main entry road), a portion of the ArrowCreek domestic community water system (wells, storage tanks and pipelines) and the water irrigation system (pump station, pipeline and storage tank) for the golf courses and common areas of ArrowCreek.

ASAD 23 infrastructure has been built by ArrowCreek's developer and financed by one or more special obligation bonds issued by Washoe County. The bonds will be paid off over a 20-year period beginning in 1998 by assessments on land within ArrowCreek.

When each homeowner purchases a lot, the homeowner will assume a proportionate share of the assessments. This proportionate share is at this time \$9,078.96 per lot. Principal and interest installments on this sum amortized over 20 years are payable twice a year. The current installment is \$452.14. If the home is sold, the assessment obligation is transferred to the new owner. The developer also pays assessments on unsold land. The golf course pays assessments as well. Homeowners who do not want to pay assessments over time can pay them off in a lump sum with an additional prepayment fee of 3%.

In simple terms, assessments from ASAD 23 are just another way to finance the infrastructure necessary to provide ArrowCreek residents their home sites. People who purchase homes in a community without an ASAD pay their shares of the costs of necessary improvements in the price of the home sites. In ArrowCreek, with ASAD 23, a homeowner pays for these improvements separately through the special assessment.

### **FAULT ZONES.**

Like many places in the Truckee Meadows, several fault lines traverse ArrowCreek. The subdivision is designed to avoid the occurrence of faults under house building pads. In some cases, streets and other improvements may be built above fault lines or cross them. The Truckee Meadows is a region prone to earthquakes, and areas around faults often experience more frequent or more severe earthquake activity.

### **WIND.**

Very high winds can occur at ArrowCreek. Prior to construction, buyers are encouraged to review building plans for structures to insure adequate engineering design for high winds. County minimum standards may not be sufficient

### **NONPOTABLE IRRIGATION WATER.**

ArrowCreek is designed to use nonpotable water for irrigation of the golf courses and common area landscaping. In the near future this water will be primarily untreated creek water mixed with effluent from the county's sewer treatment plant. As more effluent is available, a higher concentration of the irrigation water supplied by the county will be effluent, until untreated creek water is entirely phased out.

All nonpotable water must pass federal, state and local laws and regulations in order to be used. No lots will use nonpotable water for irrigation purposes. Water for indoor and outdoor use on residences will be supplied from the county community domestic water system.

### **SNOW REMOVAL AND STORAGE.**

Since ArrowCreek's streets are private, snow removal will be performed by the Association. Snow storage easements have been granted on lots adjacent to streets for berms of snow plowed from the streets. A private contractor will be retained by the Association to perform snow removal from streets. Driveways will not be cleared.

## **SECURITY.**

Any level of private, contract security in ArrowCreek will be set by the Association Board of Directors, based on the desires of the membership and the costs involved. The seller makes no representation or warranty that contract security personnel, either at the main gate or elsewhere in ArrowCreek, will be supplied by the Association.

## **FUEL AND FIREBREAKS/FIRE PROTECTION.**

The Nevada Forestry Division supplies fire protection to ArrowCreek. A site near the main entrance has been set aside by the seller for a fire station, but the state has provided no promises or assurances regarding the construction of fire station facilities.

Fuel and firebreaks may be required on lots or adjacent to lots on open space, in order to provide protection against rangeland fires. A firebreak must generally be cleared of native, nonirrigated vegetation in order to retard the spread of fire. Details on fire resistant construction materials, sprinklering of structures and spark arrestors on chimneys can be obtained from the Washoe County Building and Safety Division (328-2020).

## **DETENTION BASINS AND FLOOD CONTROL CHANNELS.**

ArrowCreek is designed to retain flood flows caused by development in the event of a 100-year flood. Flood flows from off-site areas are designed to pass through ArrowCreek without flooding residential dwellings. Detention basins and flood channels are common area, owned and maintained by the Association.

## **GOLF CART CROSSINGS.**

Some streets in areas near the golf courses have crossings for golfers and golf carts. ArrowCreek residents may experience speed zones, speed bumps, stop signs and other controls relating to these crossings.

## **ON STREET PARKING.**

Parking on ArrowCreek streets is restricted or prohibited. Conveniently placed guest parking spaces are designed for residents' visitors in areas where guest parking is not otherwise available. All ArrowCreek residents are expected at all times to park their vehicles in driveways, garages or other areas designed for parking on lots.

## **ERRANT GOLF BALLS.**

Owners of homes in the vicinity of the golf courses can expect golf balls to be hit onto their home sites. Neither the seller nor the golf course owner/operator are responsible for errant golf balls. If golf balls cause damage, homeowners must identify the responsible golfer and obtain compensation from him or her.

## **FEEES TO UTILITY OR GOVERNMENT ENTITIES.**

Utility providers and government entities charge a variety of standard fees when a house is constructed. In ArrowCreek, these fees include without limitation: water connection fee; sewer connection fee; park construction tax; building permit fees; inspection fees; traffic impact fee; and electric, gas, cable TV and telephone turn-on fees. All of these fees are the responsibility of home

site buyers, not the seller, however, a full credit of the traffic impact fee is provided at the time of building permit issuance for a custom home.

### **PERSONAL INSPECTION.**

Each home site buyer or his/her agent must personally inspect the lot purchased prior to close of escrow, and verify this inspection in writing. Unless the buyer or his/her agent has personally inspected the lot, the buyer may cancel, by written notice, the contract for purchase of the lot until midnight of the fifth calendar day following the date of execution of the contract.

### **WARRANTIES.**

Although all warranties, express or implied, are expressly hereby excluded by seller, and all custom home site lots are sold "as is" by the seller, the following statutory implied warranties of quality may apply to custom home sites (but not to dwelling structures or other improvements constructed after close of escrow by others). In the terminology below, the seller is the "declarant".

#### **NRS 116.4114 Implied warranties of quality.**

1. A declarant and any dealer warrant that a unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.
2. A declarant and any dealer impliedly warrant that a unit and the common elements in the common-interest community are suitable for the ordinary uses of real estate of its type and that any improvements made or contracted for by him, or made by any person before the creation of the common-interest community, will be:
  - (a) Free from defective materials; and
  - (b) Constructed in accordance with applicable law, according to sound standards of engineering and construction, and in a workmanlike manner.
3. In addition, a declarant and any dealer warrant to a purchaser of a unit that may be used for residential use that an existing use, continuation of which is contemplated by the parties, does not violate applicable law at the earlier of the time of conveyance or delivery of possession.

### **PUBLIC OFFERING STATEMENT REQUIREMENTS.**

In order to comply with certain provisions of Nevada law regarding public offering statements for planned communities (specifically, NRS 116.4104), the seller makes no representations or assurances regarding the development rights reserved by seller or otherwise on the following matters:

1. restrictions on use;
2. the extent to which any buildings or other improvements that may be erected pursuant to any development rights in any part of ArrowCreek will be compatible with existing buildings and improvements in ArrowCreek in terms of architectural style, quality of construction, and size;

3. other improvements that may be made and limited common elements that may be created within any part of ArrowCreek pursuant to any development right reserved by seller;
4. any limitations as to the locations of any building or other improvement that may be constructed or made within any part of ArrowCreek pursuant to a development right reserved by seller;
5. any limited common elements created pursuant to any developmental right reserved by seller being of the same general types and sizes as the limited common elements within other parts of ArrowCreek;
6. the proportion of limited common elements to units created pursuant to any development right reserved by the declarant being approximately equal to the proportion existing within other parts of ArrowCreek;
7. all restrictions in the declaration affecting use, occupancy and alienation of units applying to any units created pursuant to any developmental right reserved by the seller; and
8. the extent to which any assurances made pursuant to this section apply or do not apply if any development right is not exercised by the seller.

THIS PUBLIC OFFERING STATEMENT IS CURRENT AS OF AUGUST 15, 2002. RECENT DEVELOPMENTS REGARDING TOPICS DESCRIBED HEREIN, INCLUDING THE DESCRIPTION OF ARROWCREEK, THE ASSOCIATION AND COMMON AREA, THE BUDGET, ASSESSMENTS, AS WELL AS SERVICES AND SUBSIDIES PROVIDED BY SELLER, MAY NOT BE REFLECTED IN THIS STATEMENT.

**COPIES OF STATUTORY PROVISIONS.**

Upon signing a sales agreement with the initial buyer of a residential property, the seller is required to provide the buyer copies of NRS 11.202 to 11.206, NRS 40.600 to 40.695, sections 2 to 6 and 15 of Senate Bill 32, (Chapter 353, Statutes of Nevada, 1999, page 1446) and NRS 116.41095. These statutes are stated below and are a part of this Specific Disclosure Information.

**NRS 11.202 - 11.206**

**NRS 11.202** Actions for damages for injury or wrongful death caused by deficiency in construction of improvements to real property: Deficiencies resulting from willful misconduct; fraudulently concealed deficiencies.

1. An action may be commenced against the owner, occupier or any person performing or furnishing the design, planning, supervision or observation of construction, or the construction of an improvement to real property at any time after the substantial completion of such an improvement, for the recovery of damages for:

(a) Any deficiency in the design, planning, supervision or observation of construction or the construction of such an improvement which is the result of his willful misconduct or which he fraudulently concealed;

(b) Injury to real or personal property caused by any such deficiency; or

(c) Injury to or the wrongful death of a person caused by any such deficiency.

2. The provisions of this section do not apply in an action brought against:

(a) The owner or keeper of any hotel, inn, motel, motor court, boardinghouse or lodging house in this state on account of his liability as an innkeeper.

(b) Any person on account of a defect in a product.

(Added to NRS by 1983, 1238)

**NRS 11.203** Actions for damages for injury or wrongful death caused by deficiency in construction of improvements to real property: Known deficiencies.

1. Except as otherwise provided in NRS 11.202, no action may be commenced against the owner, occupier or any person performing or furnishing the design, planning, supervision or observation of construction, or the construction of an improvement to real property more than 10 years after the substantial completion of such an improvement, for the recovery of damages for:

(a) Any deficiency in the design, planning, supervision or observation of construction or the construction of such an improvement which is known or through the use of reasonable diligence should have been known to him;

(b) Injury to real or personal property caused by any such deficiency; or

(c) Injury to or the wrongful death of a person caused by any such deficiency.

2. Notwithstanding the provisions of NRS 11.190 and subsection 1 of this section, where injury occurs in the tenth year after the substantial completion of such an improvement, an action for damages for injury to property or person, damages for wrongful death resulting from such injury or damages for breach of contract may be commenced within 2 years after the date of such injury, irrespective of the date of death, but in no event may an action be commenced more than 12 years after the substantial completion of the improvement.

(Added to NRS by 1983, 1238)

**NRS 11.204** Actions for damages for injury or wrongful death caused by deficiency in construction of improvements to real property: Latent deficiencies.

1. Except as otherwise provided in NRS 11.202 and 11.203, no action may be commenced against the owner, occupier or any person performing or furnishing the design, planning, supervision or observation of construction, or the construction, of an improvement to real property more than 8 years after the substantial completion of such an improvement, for the recovery of damages for:

(a) Any latent deficiency in the design, planning, supervision or observation of construction or the construction of such an improvement;

(b) Injury to real or personal property caused by any such deficiency; or

(c) Injury to or the wrongful death of a person caused by any such

deficiency.

2. Notwithstanding the provisions of NRS 11.190 and subsection 1 of this section, where injury occurs in the eighth year after the substantial completion of such an improvement, an action for damages for injury to property or person, damages for wrongful death resulting from such injury or damages for breach of contract may be commenced within 2 years after the date of such injury, irrespective of the date of death, but in no event may an action be commenced more than 10 years after the substantial completion of the improvement.

3. For the purposes of this section, "latent deficiency" means a deficiency which is not apparent by reasonable inspection.

(Added to NRS by 1983, 1237)

**NRS 11.205** Actions for damages for injury or wrongful death caused by deficiency in construction of improvements to real property: Patent deficiencies.

1. Except as otherwise provided in NRS 11.202 and 11.203, no action may be commenced against the owner, occupier or any person performing or furnishing the design, planning, supervision or observation of construction, or the construction of an improvement to real property



more than 6 years after the substantial completion of such an improvement, for the recovery of damages for:

- (a) Any patent deficiency in the design, planning, supervision or observation of construction or the construction of such an improvement;
- (b) Injury to real or personal property caused by any such deficiency; or
- (c) Injury to or the wrongful death of a person caused by any such deficiency.

2. Notwithstanding the provisions of NRS 11.190 and subsection 1 of this section, where injury occurs in the sixth year after the substantial completion of such an improvement, an action for damages for injury to property or person, damages for wrongful death resulting from such injury or damages for breach of contract may be commenced within 2 years after the date of such injury, irrespective of the date of death, but in no event may an action be commenced more than 8 years after the substantial completion of the improvement.

3. For the purposes of this section, "patent deficiency" means a deficiency which is apparent by reasonable inspection.

(Added to NRS by 1965, 948; A 1983, 1230)

**NRS 11.206** Actions for damages for injury or wrongful death caused by deficiency in construction of improvements to real property: Limitation of actions not a defense in actions based on liability as innkeeper or for defect in product. The limitations respectively prescribed by NRS 11.203, 11.204 and 11.205 are not a defense in an action brought against:

1. The owner or keeper of any hotel, inn, motel, motor court, boardinghouse or lodging house in this state on account of his liability as an innkeeper.

2. Any person on account of a defect in a product.

(Added to NRS by 1983, 1238)

**NRS 11.207** Malpractice actions against attorneys and veterinarians.

1. An action against an attorney or veterinarian to recover damages for malpractice, whether based on a breach of duty or contract, must be commenced within 4 years after the plaintiff sustains damage or within 2 years after the plaintiff discovers or through the use of reasonable diligence should have discovered the material facts which constitute the cause of action, whichever occurs earlier.

2. This time limitation is tolled for any period during which the attorney or veterinarian conceals any act, error or omission upon which the action is founded and which is known or through the use of reasonable diligence should have been known to him.

(Added to NRS by 1981, 1023; A 1983, 473)

## **NRS 40.600 - 40.695**

**NRS 40.600** Definitions. As used in NRS 40.600 to 40.695, inclusive, unless the context otherwise requires, the words and terms defined in NRS 40.605 to 40.630, inclusive, have the meanings ascribed to them in those sections.

(Added to NRS by 1995, 2539; A 1997, 2710)

**NRS 40.605** "Appurtenance defined". "Appurtenance" means a structure, installation, facility or amenity that is appurtenant to a residence, but is not a part of the dwelling unit. The term includes, without limitation, the parcel of real property, including utilities, golf courses, walls, sidewalks, driveways, landscaping and other structures, installations, facilities and amenities associated with a residence.

(Added to NRS by 1995, 2539; A 1997, 2716)

**NRS 40.610 "Claimant" defined.** "Claimant" means an owner of a residence or appurtenance or a representative of a homeowner's association that is responsible for a residence or appurtenance and is acting within the scope of his duties pursuant to chapter 116 or 117 of NRS.

(Added to NRS by 1995, 2539; A 1997, 2717)

**NRS 40.613 "Complex matter" defined.** "Complex matter" means a claim:

1. In which the claimant is a representative of a homeowner's association that is responsible for a residence or for an appurtenance and is acting within the scope of his duties pursuant to chapter 116 or 117 of NRS; or
2. That involves five or more separate residences at the time the action is commenced or at any time during the subsequent action.

(Added to NRS by 1997, 2715)

**NRS 40.615 "Constructional defect" defined.** "Constructional defect" includes a defect in the design, construction, manufacture, repair or landscaping of a new residence, of an alteration of or addition to an existing residence, or of an appurtenance. The term includes physical damage to the residence, an appurtenance or the real property to which the residence or appurtenance is affixed that is proximately caused by a constructional defect.

(Added to NRS by 1995, 2539)

**NRS 40.620 "Contractor" defined.** "Contractor" means a person who, with or without a license issued pursuant to chapter 624 of NRS, by himself or through his agents, employees or subcontractors:

1. Develops, constructs, alters, repairs, improves or landscapes a residence, appurtenance or any part thereof;
2. Develops a site for a residence, appurtenance or any part thereof; or
3. Sells a residence or appurtenance, any part of which the person, by himself or through his agents, employees or subcontractors, has developed, constructed, altered, repaired, improved or landscaped.

(Added to NRS by 1995, 2539; A 1997, 2717)

**NRS 40.625 "Homeowner's warranty" defined.** "Homeowner's warranty" means a warranty or policy of insurance:

1. Issued or purchased by or on behalf of a contractor for the protection of a claimant; or
2. Purchased by a claimant pursuant to NRS 690B.100 to 690B.180, inclusive.

The term includes a warranty contract issued by a risk retention group that operates in compliance with chapter 695E of NRS and insures all or any part of the liability of a contractor for the cost to repair a constructional defect in a residence.

(Added to NRS by 1995, 2540; A 1997, 2717)

**NRS 40.630 "Residence" defined.** "Residence" means any dwelling in which title to the individual units is transferred to the owners.

(Added to NRS by 1995, 2540; A 1997, 2717)

**NRS 40.635 Applicability; effect on other defenses.** NRS 40.600 to 40.695, inclusive:

1. Apply to any claim that arises before, on or after July 1, 1995, as the result of a constructional defect, except a claim for personal injury or wrongful death, if the claim is the subject of an action commenced on or after July 1, 1995.
2. Prevail over any conflicting law otherwise applicable to the claim or cause of action.

3. Do not bar or limit any defense otherwise available except as otherwise provided in those sections.

4. Do not create a new theory upon which liability may be based.  
(Added to NRS by 1995, 2540; A 1997, 2717)

**NRS 40.640 Liability of contractor.** In a claim to recover damages resulting from a constructional defect, a contractor is liable for his acts or omissions or the acts or omissions of his agents, employees or subcontractors and is not liable for damages caused by:

1. The acts or omissions of a person other than the contractor or his agent, employee or subcontractor;
2. The failure of a person other than the contractor or his agent, employee or subcontractor to take reasonable action to reduce the damages or maintain the residence;
3. Normal wear, tear or deterioration;
4. Normal shrinkage, swelling, expansion or settlement; or
5. Any constructional defect disclosed to an owner before his purchase of the residence, if the disclosure was provided in language that is understandable and was written in underlined and boldfaced type with capital letters.

(Added to NRS by 1995, 2540; A 1997, 2717)

**NRS 40.645 Written notice to contractor of defects, damages or injuries; inspection by contractor; pursuit of claim under warranty; order of inspection; retaining relevant documents, photos and videotapes.** Except as otherwise provided in this section and NRS 40.670:

1. At least 60 days before a claimant commences an action against a contractor for damages arising from a constructional defect, the claimant must give written notice by certified mail, return receipt requested, to the contractor, at the contractor's last known address, specifying in reasonable detail the defects or any damages or injuries to such residence or each unit within a multiple-unit residence that is the subject of the claim. The notice must describe in reasonable detail the cause of the defects if the cause is known, and the nature and extent that is known of the damage or injury resulting from the defects. In a complex matter, an expert opinion concerning the cause of the defects and the nature and extent of the damage or injury resulting from the defects based on a representative sample of the residences or of the units in a multiple-unit residence involved in the action satisfies the requirements of this section. Within a reasonable period after the contractor receives the notice, on his written request, the contractor shall inspect the property that is the subject of the claim to determine the nature and cause of the defect, damage or injury and the nature and extent of repairs necessary to remedy the defect. The contractor shall, before making the inspection, provide reasonable notice of the inspection and must make the inspection at a reasonable time. The contractor may take reasonable steps to establish the existence of the defect.

2. If the residence is covered by a builder's warranty, a claimant must diligently pursue a claim under the warranty or contract.

3. Within 45 days after the contractor receives the notice, the contractor may make a written offer of settlement to the claimant. The offer must:

(a) Must be served to the claimant by certified mail, return receipt requested, at the claimant's last known address.

(b) Must respond to each communication set forth in the claimant's notice, and describe in reasonable detail the cause of the defect, the nature and extent of the damage or injury resulting from the defect, and, unless the offer is limited to a proposal for monetary compensation, the method, adequacy and estimated cost of the proposed repair.

(c) May include:

(1) A proposal for monetary compensation.

(2) If the contractor is bound to make the repairs, an agreement by the contractor to make the repairs.

(3) An agreement by the contractor to cause the repairs to be made, at the contractor's expense, by another contractor who is licensed to make the repairs, bonded and insured. The repairs must be made within 45 days after the contractor receives written notice of acceptance of the offer, unless completion is delayed by the claimant or by other events beyond the control of the contractor. The claimant and the contractor may agree in writing to extend the periods prescribed by this section.

4. The periods provided in subsections 1 and 2 must be extended by 60 days if the claim is a complex matter. The parties may stipulate to a further extension.

5. Not later than 15 days before the mediation required pursuant to NRS 40.680 and upon providing 15 day's notice, each party shall provide the other party, or shall make a reasonable effort to assist the other party to obtain, all relevant reports, photos, correspondence, plans, specifications, warranties, contracts, subcontracts, work orders for repair, videotapes and soil and other engineering reports that are not privileged.

6. If the claimant is a representative of a homeowner's association, the association shall submit any offer of settlement made by the contractor to each member of the association.

(Added to NRS by 1995, 2540; A 1997, 3718)

**NRS 40.650 Effect of rejecting reasonable offer of settlement or denying opportunity to repair defect; effect of payment under warranty; effect of failing to take certain actions; effect of bad faith denial of coverage under warranty.**

1. If a claimant unreasonably rejects a written offer of settlement made pursuant to NRS 40.645 or does not permit the contractor or independent contractor a reasonable opportunity to repair the defect pursuant to an accepted offer of settlement and thereafter commences an action governed by NRS 40.600 to 40.695, inclusive, the court in which the action is commenced may:

- (a) Deny the claimant's attorney's fees and costs; and
- (b) Award attorney's fees and costs to the contractor.

Any sums paid under a homeowner's warranty or other sum paid in satisfaction of claims that are collateral to any coverage issued to or by the contractor may not be deducted from any recovery.

2. If a contractor fails to:

- (a) Make an offer of settlement;
- (b) Make a good faith response to a written offer of settlement, including no liability;
- (c) Complete, in a good and workmanlike manner, the repairs specified in an accepted offer;

offer;

(d) Agree to a mediator or accept the appointment of a mediator pursuant to NRS 40.680; or

(e) Participate in mediation, the limitations on damages and defenses to liability provided in NRS 40.600 to 40.695, inclusive, do not apply. The claimant may commence an action without satisfying any other requirement of NRS 40.600 to 40.695, inclusive.

3. If coverage under a homeowner's warranty is denied by an insurer in bad faith, the homeowner and the contractor have a right to recover the amount that would have been paid if coverage had been provided, plus reasonable attorney's fees and costs.

(Added to NRS by 1995, 2541; A 1997, 3718)

**NRS 40.655 Limitation on recovery.**

1. Except as otherwise provided in NRS 40.650, in a claim governed by NRS 40.600 to 40.695, inclusive, the claimant may recover only the following damages to the extent proximately caused by a constructional defect:

- (a) Any reasonable attorney's fees;

(b) The reasonable cost of any repairs already made that were necessary and of any repairs yet to be made that are necessary to cure any constructional defect that the contractor failed to cure and the reasonable expenses of temporary housing reasonably necessary during the repair;

(c) The reduction in market value of the residence or accessory structure, if any, to the extent the reduction is because of structural failure;

(d) The loss of the use of all or any part of the residence;

(e) The reasonable value of any other property damaged by the constructional defect;

(f) Any additional costs reasonably incurred by the claimant, including, but not limited to, any costs and fees incurred for the retention of experts to:

(1) Ascertain the nature and extent of the constructional defects;

(2) Evaluate appropriate corrective measures to estimate the value of loss of use; and

(3) Estimate the value of loss of use, the cost of temporary housing and the reduction of market value of the residence;

(g) Any interest provided by statute.

2. The amount of any attorney's fees awarded pursuant to this section must be approved by the court.

3. If a contractor complies with the provisions of NRS 40.600 to 40.695, inclusive, the claimant may not recover from the contractor on a claim for a constructional defect, anything other than that which is provided pursuant to NRS 40.600 to 40.695, inclusive.

4. As used in this section, "structural failure" means physical damage to the load-bearing portion of a residence or appurtenance caused by a structural failure of the load-bearing portion of the residence or appurtenance.

(Added to NRS by 1995, 2541; A.S.B. 1997, 177)

**NRS 40.660 Nonacceptance of offer of settlement for constructional defect.** An offer of settlement that is not accepted within 25 days after the date the offer is made by the claimant is considered rejected if the offer contains a clear and understandable statement notifying the claimant of the consequences of his failure to respond or otherwise accept or reject the offer of settlement. An affidavit certifying rejection of an offer of settlement under this section may be filed with the court.

(Added to NRS by 1995, 2542)

**NRS 40.665 Settlement by repurchase of property.** If an offer of settlement deemed reasonable. In addition to any other method provided for in this section or pursuant to NRS 40.600 to 40.695, inclusive, a contractor may, pursuant to a written agreement entered into with a claimant, settle a claim by repurchasing the claimant's residence or appurtenance upon which it is located. The agreement may include provisions which relate to the following:

1. The market value of the residence or appurtenance if a constructional defect existed, except that if a residence is less than 2 years of age and was purchased from the contractor against whom the claim is brought, the market value is the price at which the residence was sold to the claimant;

2. The value of any improvements made to the property by a person other than the contractor;

3. Reasonable attorney's fees and fees for expert and

4. Any costs, including costs of appraisal, engineering and costs, points and fees for loans. Any offer of settlement made that complies with the provisions of this section shall be deemed reasonable for the purposes of subsection 1 of this section.

(Added to NRS by 1995, 2542; A.S.B. 1997, 177)

**NRS 40.670 Defect which creates imminent danger to health or safety: Duty of contractor to cure; effect of failure to cure; exceptions.**

1. A contractor who receives written notice of a constructional defect resulting from work performed by the contractor or his agent, employee or subcontractor which creates an imminent

threat to the health or safety of the inhabitants of the residence shall take reasonable steps to cure the defect as soon as practicable. The contractor shall not cure the defect by making any repairs for which he is not licensed or by causing any repairs to be made by a person who is not licensed to make those repairs. If the contractor fails to cure the defect in a reasonable time, the owner of the residence may have the defect cured and may recover from the contractor the reasonable cost of the repairs plus reasonable attorney's fees and costs in addition to any other damages recoverable under any other law.

2. A contractor who does not cure a defect pursuant to this section because he has determined, in good faith and after a reasonable inspection, that there is not an imminent threat to the health or safety of the inhabitants is not liable for attorney's fees and costs pursuant to this section, except that if a building inspector employed by a governmental body with jurisdiction certifies that there is an imminent threat to the health and safety of the inhabitants of the residence, the contractor is subject to the provisions of subsection 1.

(Added to NRS by 1995, 2542; A 1997, 2721)

#### NRS 40.675 Inspection of repairs.

1. A contractor who makes or provides for repairs under NRS 40.600 to 40.695, inclusive, may take reasonable steps to prevent further damage to the property and to have them inspected.

2. The provisions of NRS 40.675 to 40.677, inclusive, regarding inspection and repair are in addition to any rights of inspection and repair which may be provided by common law or by another statute.

(Added to NRS by 1995, 2542)

#### NRS 40.680 Mediation of matter required; procedure; appointment of special master; effect of failure to mediate in good faith.

1. Except as otherwise provided in this chapter, before an action based on a claim governed by NRS 40.600 to 40.695, including a claim for removal in court, the matter must be submitted to mediation, unless mediation is not required by the contractor and the claimant.

2. The claimant and contractor shall attempt to reach an agreement. If the claimant and contractor fail to agree upon a mediator, the mediator is first selected by the claimant, either party may petition the court for the appointment of the Nevada Arbitration Association, Nevada Dispute Resolution Center, or any other mediation service acceptable to the parties for the appointment of a mediator. A mediator so appointed may discover only those documents or records which are necessary to conduct the mediation. The mediator shall convene the mediation within 60 days after the matter is submitted to him, unless the parties agree to extend the time. Except in a complex matter, the claimant shall, before the mediation begins, deposit \$50 with the mediation service and the contractor shall deposit with the mediation service the remaining amount estimated by the mediation service for the mediator's fees and expenses of the mediator for the first session of mediation, and the contractor shall, within 10 days thereafter, deposit with the mediation service additional amounts demanded by the mediation service as incurred for the mediation. The mediator shall require each party to share equally in the deposits estimated by the mediator for the first session of mediation. If the mediator is not so appointed, the total fees for each day of mediation and the mediator's expenses shall be shared equally by the claimant and contractor.

3. If the parties do not reach an agreement during mediation or if the contractor fails to pay the required amount, the claimant may commence his action in court and:

(a) The reasonable costs and fees of the mediation are recoverable by the prevailing party as costs of the action.

(b) Either party may petition the court in which the action is commenced for the appointment of a special master.

4. A special master appointed pursuant to subsection 3(b) shall:

(a) Review all pleadings and motions filed with the court concerning the action.

(b) Coordinate the discovery of any books, records, papers or other documents by the parties, including the disclosure of witnesses and the taking of the deposition of any party.

(c) Order any inspections on the site of the property by a party and any consultants or experts of a party.

(d) Order settlement conferences and attendance at those conferences by any representative of the insurer of a party.

(e) Require any attorney representing a party to provide statements of legal and factual issues concerning the action.

(f) Refer to the judge who appoints a special master to the presiding judge of the court in which the action is commenced any matter requiring review from the court. The special master shall not, unless otherwise agreed by the parties, personally conduct any settlement conferences or engage in any ex parte meetings regarding the action.

5. Upon application by a party to the court in which the action is commenced, any decision or other action taken by a special master appointed pursuant to this section may be appealed to the court for a decision.

6. A report issued by a mediator or special master that indicates that either party has failed to appear before him or to make a statement or admission in the course of the action, but a statement or admission made by either party in the course of the action is admissible.

(Added to NRS by 1995, 2543; A.R.S. 1999, 10-1-10)

**NRS 40.685 Waiver or settlement agreement; effect of action; applicability; effect of failure to prevail.**

1. Except as otherwise provided in subsection 2, a written waiver or settlement agreement executed by a claimant after a contractor has completed or otherwise repaired a constructional defect does not bar a claim for damages if it is determined that the contractor failed to correct or repair the defect.

2. The provisions of subsection 1 do not apply to a written waiver or settlement agreement described in subsection 1, if:

(a) The claimant has not retained an expert concerning the constructional defect;

(b) The claimant has not provided the contractor with written notice of the defect pursuant to NRS 40.645 and a copy of the notice to the Department of Public Safety;

(c) The claimant and the contractor are not in compliance with the requirements for inspection and repair as provided in NRS 40.600 to 40.605, inclusive.

3. If a claimant does not prevail in any action which is not barred pursuant to this section, the court may:

(a) Deny the claimant's request for an expert witness or costs; and

(b) Award attorney's fees to the contractor.

(Added to NRS by 1995, 2543; A.R.S. 1999, 10-1-10)

**NRS 40.687 Disclosure of information concerning a settlement offer after action is commenced; disclosure of information concerning a settlement offer; compelled production of information. Notwithstanding any other law:**

1. A claimant shall, within 10 days after a settlement offer is made against a contractor, disclose to the contractor all information about any home owner's warranty that is applicable to the claim.

2. The contractor shall, no later than 10 days after a settlement offer is made pursuant to this chapter, disclose to the claimant all information concerning agreements that may be obtained by discovery pursuant to rules 26, 33 and 34 of the Rules of Civil Procedure. Such disclosure does not affect the admissibility of any information so disclosed.

3. Except as otherwise provided in this section, if a party fails to provide the information required pursuant to this section, the court may, if requested, the other party may

petition the court to compel production of the information. Upon receiving such a petition, the court may order the party to produce the required information and may award the petitioning party reasonable attorney's fees and costs incurred in petitioning the court pursuant to this subsection.

4. The parties may agree to an extension of time to produce the information required pursuant to this section.

5. For the purposes of this section, "information about insurance agreements" is limited to any declaration sheets, endorsements and contracts of insurance issued to the contractor from the commencement of construction of the realties of the claimant to the date on which the request for the information is made and does not include information relating to any disputes between the contractor and an insurer or information relating to the rights of an insurer.

(Added to NRS by 1997, 2716)

**NRS 40.689 Preference given to settlement of claims referred to senior judge; assessment of additional expenses.**

1. Upon petition by a party:

(a) The court shall give preference in setting a date for the trial of an action commenced pursuant to NRS 40.600 to 40.695, inclusive, to a senior judge.

(b) The court may assess reasonable expenses pursuant to NRS 40.600 to 40.695, inclusive, to a senior judge.

2. If the action is referred to a senior judge by a party:

(a) Any additional expenses incurred by the parties shall be borne equally by each party involved; or

(b) The judge may allocate the expenses among the parties as he deems appropriate.

(Added to NRS by 1997, 2716)

**NRS 40.690 Limitation on litigation claims during work of resolution; effect of settlement or failure to settle; third party may appear and participate in proceedings, other exceptions.**

1. A claim governed by NRS 40.600 to 40.695, inclusive, may not be brought by a claimant or contractor against any third party, including a governmental agency or political subdivision of a government, if the claimant or contractor is settling a construction defect is being settled, mediated or otherwise resolved pursuant to NRS 40.600 to 40.695, inclusive. The settlement of such a claim does not constitute a release of the claimant or contractor to the settlement, and the failure to settle does not constitute a release of the claimant or contractor in any way against a third party.

2. A contractor may require any third party, including an insurer, government, governmental agency or political subdivision of a government to appear and participate in proceedings pursuant to NRS 40.600 to 40.695, inclusive, as if the third party were a contractor.

(Added to NRS by 1995, 2743)

**NRS 40.695 Tolling of statutes of limitation for claims governed by this chapter.**

1. All statutes of limitation shall be tolled for a claimant or contractor on a construction defect governed by NRS 40.600 to 40.695, inclusive, from the date of the commencement of the claim is given, until 30 days after mediation or other resolution of the claim pursuant to NRS 40.680.

2. Tolling under this section shall not apply to a claimant or contractor if the party is required to appear in the proceedings pursuant to NRS 40.600 to 40.695, inclusive.

(Added to NRS by 1995, 2743)



**SECTIONS 2 - 6 AND 15 OF SENATE BILL 32  
(CHAPTER 353, STATUTES OF NEVADA 1999, PAGES 1435-1439 AND 1446)**

**CHAPTER 353**

**Sec. 2. Except as otherwise provided in this section and NRS 40.670:**

1. Notwithstanding the provisions of subsection 1 of NRS 40.680, a claimant may commence an action in district court in a complex matter. If the claimant commences an action in district court he shall:

(a) File and serve the summons and complaint as required by law; and

(b) At the same time and in the same manner as the claimant serves the summons and complaint upon the contractor, serve upon the contractor a written notice specifying in reasonable detail to the extent known the nature and extent of the injuries to each residence or appurtenance that is the subject of the claim and in reasonable detail each defect, the specific location of each defect, and the nature and extent that is known of the damage or injury resulting from each defect. If an expert opinion is required concerning the existence or extent of the defects, a written copy of the expert opinion shall be provided. An expert opinion that specifies each defect to the extent known, the nature and extent of the damage or injury resulting from each defect to the extent known, and the nature and extent that is known of the damage or injury resulting from each defect, based on a valid and reliable representative sample of the residences and appurtenances involved in the action, satisfies the requirements of this section.

2. The contractor shall file and serve the answer to the complaint as required by law.

3. Not later than 30 days after the filing of the complaint, the contractor and claimant shall meet to discuss the claims set forth in the complaint, the contractor shall:

(a) The contractor shall produce to the claimant, at the meeting, all relevant reports, photos, correspondence, photographs, videotapes, work orders for repair, videotapes, technical reports, and any other documents or materials relating to the claim.

(b) The contractor shall permit the claimant to inspect the residences and appurtenances to evaluate the defects set forth in the complaint, and to take photographs of the claimant's choice.

(c) The conduct of any test that is necessary to determine the nature and cause of a defect or any damages or injuries, and the nature and extent of repairs necessary to remedy a defect or any damages or injuries, shall be conducted in a manner that shall provide reasonable notice of the test to all other parties to the action.

4. At the meeting the contractor and claimant shall agree to the following, and contractor shall:

(a) Establish a schedule for the contractor to complete repairs to the complaint or to file any third-party complaint against the contractor, and the contractor shall be responsible for all or a portion of the defects set forth in the complaint.

(b) Under penalty of perjury, the contractor shall, in writing, select a mediator and proceed with mediation in accordance with the provisions of NRS 40.680; and

(c) If the claimant and contractor agree to jointly petition the court for his appointment pursuant to subsection 15.

5. Each party shall be responsible for the costs of mediation, when a third-party complaint is filed pursuant to subsection 4 shall be the responsibility of the contractor.

6. If the claimant or contractor files a third-party complaint or files a third-party complaint, then not later than 30 days after the filing of the complaint or paragraph (a) of subsection 4, the contractor shall file a third-party complaint against whom a third-party complaint is filed, and the contractor shall be responsible for the costs set forth in paragraphs (a), (b) and (c) of subsection 4.

7. If a special master is appointed by the court, the claimant or a party added to the complaint or against whom a third-party complaint is filed shall petition the court for the

appointment of a special master at any time after the meeting held pursuant to subsection 3. The special master may:

- (a) Take any action set forth in subsection 4 of NRS 40.680;
- (b) Exercise any power set forth in Rule 53 of the Nevada Rules of Civil Procedure; and
- (c) Subject to the provisions of NRS 40.680, if the parties fail to **establish a schedule or determine** a date as required by subsection 3, to **establish** the schedule or **determine** the date.

8. Unless the mediation required pursuant to subsection 4 of subsection 4 is **completed** or the contractor and claimant have agreed to **bring forward a claim pursuant to paragraph (b) of subsection 4**, a party shall not propound interrogatories or requests for admission, take a deposition or file a motion that is dispositive of the action except:

- (a) Upon agreement of the parties or
- (b) With the prior approval of the court or the special master.

9. If a residence or apartment is the subject of the claim is covered by a homeowner's warranty that is purchased in accordance with the provisions of NRS 690B.100 to 690B.180, inclusive, the contractor shall comply with the provisions of section 2 of this act.

10. Unless the parties agree to mediation before the date of the mediation pursuant to paragraph (b) of subsection 4, the contractor shall make a written response to the claimant that includes the following information pursuant to NRS 40.645.

11. If the claimant is a representative of a homeowners association, the association shall submit any response made by the contractor to each member of the association in writing not more than 30 days after the date the claimant receives the response.

12. The claimant shall cause the contractor to repair the defect of the contractor within 45 days after the response of the contractor is received by the claimant.

Sec. 3. If the contractor receives written notice of a construction defect or a claimant receives written notice of a claim within 1 year after the close of escrow of the real property, the contractor shall complete the repairs within 45 days after the contractor receives written notice of the claim by the claimant or by other events between the contractor and the claimant. If the contractor is unable to complete the repairs within the period prescribed by this section, the contractor shall be subject to discipline pursuant to NRS 624.300.

Sec. 4. If, after completion of the prescribed requirements of NRS 40.645 and 40.680, or section 2 of this act, the claimant is unable to recover for damages arising from a construction defect:

1. The claimant shall file a written complaint with the court in a principal complaint when the action is commenced and the contractor shall file a written response to the complaint within the requirements of NRS 40.645 or 40.680. The claimant shall also file a written complaint with the court that the claimant includes in an amendment to the principal complaint:

- (a) A copy of the written complaint;
- (b) A copy of the written response to the complaint; and
- (c) A written statement of the claimant stating that the claimant has made a good faith effort had been undertaken by the claimant.

2. The claimant is not required to give written notice of a defect pursuant to subsection 1 of NRS 40.645 or subsection 1 of section 2 of this act if the claimant is joined to or intervenes in the action as a party unless it is required to do so by another party to the action:

(a) For the purposes of subsection 1 of section 2 of this act or subsection 1 of section 2 of this act, the person shall be deemed to have given written notice to the claimant on the date on which the person has been joined to or intervenes in the action.

(b) The provisions of NRS 40.600 to 40.695, inclusive, and sections 2 to 6, inclusive, of this act apply to the person after that date.

**Sec. 5.**

1. Notwithstanding the provisions of NRS 40.600 to 40.695, inclusive, and sections 2, 3, 4 and 6 of this act, a claimant may not commence an action against a subdivider or master developer for a constructional defect in a residential appurtenance of the subdivider or master developer in a planned unit development if the appurtenance was constructed by or through a licensed general contractor, unless:

(a) The subdivider or master developer fails to provide to the claimant the name, address and telephone number of each contractor hired by the subdivider or master developer to construct the appurtenance within 30 days of the receipt by the subdivider or master developer of a request from the claimant for such information; or

(b) After the claimant has exhausted all legal remedies to obtain full recovery from the contractors hired by the subdivider or master developer to construct the appurtenance, the claimant has not obtained a full recovery.

2. All statutes of limitation applicable to a claimant's action governed by this section are tolled from the time the claimant commences an action against the subdivider or master developer of the claim until the claimant obtains a full recovery.

(a) A court determines whether a claimant has obtained a full recovery against those contractors; or

(b) The claimant provides notice that those contractors are bankrupt, insolvent or dissolved.

**Tolling pursuant to this section shall not apply to a subdivider or master developer. Notwithstanding any other provision of law, a claimant may commence an action against the subdivider or master developer of the claim at any time after the end of the tolling described in this subsection.**

3. Nothing in this section shall prevent a claimant from commencing an action against a subdivider or master developer for a constructional defect in an appurtenance constructed by or on behalf of the subdivider or master developer.

4. Nothing in this section prohibits a person other than a claimant from commencing an action against a subdivider or master developer for a constructional defect.

5. The provisions of this section shall not apply to a licensed general contractor or master developer who acts as a general contractor or master developer in the course of constructing the appurtenance that is the subject of the claim.

6. As used in this section, "planned unit development" means a planned unit development, including a residential development, in which the claimant has a current agreement pursuant to NRS 278A.060 to purchase a residential unit.

(1) "Current agreement" means an agreement entered into on or after July 1, 2005, pursuant to NRS 278A.065.

(2) "Residential unit" means a residential unit as defined in NRS 278A.085.

**Sec. 6.**

1. If a claimant attempts to sell a residence that is or has been the subject of a claim governed by NRS 40.600 to 40.695, inclusive, and sections 2 to 6 of this act, he shall disclose, in writing, the claim to the purchaser of the residence at least 30 days before the close of escrow for the sale of the residence. The claimant shall also disclose the claim to the purchaser of the residence at least 30 days after the execution of the sales agreement for the residence, if the sales agreement or, if a claim is initiated later than the sales agreement, the claimant's agreement providing written notice to the contractor of the claim is executed on or after the date of the execution of section 2 of this act:

(a) The claimant shall disclose the claim to the purchaser of the residence at least 30 days before the date of the sale of the residence to NRS 40.600 to 40.695, inclusive, and sections 2 to 6 of this act, if the claimant is the owner of the residence;

(b) All opinions the claimant has obtained from experts regarding a **constructional defect that is or has been the subject of the claim;**

(c) The terms of any contract, order or bid relating to the claim; and

(d) A detailed report of all repairs made to the residence by or on behalf of the **claimant as a result of a constructional defect that is or has been the subject of the claim.**

2. Before taking any action on a claim pursuant to NRS 11.200 to 11.205, inclusive, and sections 2 to 6, inclusive, of this act, the claimant shall file a written notice with the claimant in writing of the provisions of this section.

**Sec. 15.** Chapter 11 of NRS is amended by adding thereto a new section to read as follows:

1. Except as otherwise provided in this act and in the amendments of this section and NRS 11.202 to 11.205, inclusive, the provisions of NRS 11.200 to 11.205, inclusive, **revenue to real property shall be deemed to be:**

(a) The final building inspection of the local government board of health;

(b) A notice of completion is issued by the commissioner of labor;

(c) A certificate of completion is issued by the local government, which occurs **later.**

2. If none of the above conditions is met, the provisions of NRS 11.200 to 11.205, inclusive, shall apply to the **completion of an inspection of the property as required by the common law.**

**NRS 116.4177**

**BEFORE YOU PURCHASE A PROPERTY IN A COMMUNITY, YOU SHOULD KNOW WHAT YOUR COMMUNITY DID YOU KNOW . . .**

1. **YOU ARE AGREEING TO RESTRICT YOUR PROPERTY AND HOW YOU CAN USE YOUR PROPERTY?**

These restrictions are typically found in the Covenants, Conditions and Restrictions (CC&Rs) that you agree to when making your purchase. The CC&Rs are a set of rules that govern the use of the property and every future owner of the property. They are intended to protect the interests of the community. The CC&Rs, together with other documents (such as the deed, mortgage, and regulations), are intended to preserve the value of the property and to restrict what you can do to the property. By purchasing a property, you agree to be bound by the CC&Rs that could affect your lifestyle and freedom of use. You should review these governing documents before purchasing to make sure that there are no provisions that are not acceptable to you.

2. **YOU WILL HAVE TO PAY COMMON AREA MAINTENANCE FEES AS LONG AS YOU OWN YOUR PROPERTY?**

As an owner in a community, you will have to pay a share of the expenses relating to the maintenance and repair of the common areas of the operation of any homeowner's association. You will also have to pay a share of every future owner of the property. You will have to pay a share of the association and due monthly. You have the right to elect a representative to manage the property or spend the money. You will have the power to change and increase the amount of the common area maintenance fees against your property to meet extraordinary expenses. If the common area maintenance fees of the community such as roofs and private roads, which are not included in the deed, are not paid, the association

is not well managed or fails to maintain adequate reserves to repair, and replace and restore common elements, you may be required to pay large, special assessments to accomplish these tasks.

**3. IF YOU FAIL TO PAY OWNERS' ASSESSMENTS, YOU COULD LOSE YOUR HOME?**

If you do not pay these assessments when due, the association normally has the power to collect them by selling your property in a public auction. If you are delinquent, you may also be required to pay penalties and attorney's fees. Some assessments may become current. If you dispute the obligation or the amount of the assessment, your right to a loss of your home may be to file a lawsuit and ask a court to limit or eliminate the assessment.

**4. YOU MAY BECOME A MEMBER OF A HOMEOWNERS ASSOCIATION THAT HAS THE POWER TO AFFECT HOW YOU USE AND ENJOY YOUR PROPERTY?**

Many common-interest communities have a homeowner's association. In a new development, the association will usually be formed before most of the units have been sold. After the period of development is over, the association is called the property owners like yourself who own units in the community. The association has boards and committees formed by the members of the association. The association is responsible for assessing homeowners for the common elements of the community. Because homeowners sitting on the board of the association may not have the experience and training to carry out the responsibilities of the board, many associations hire a professional firm to carry out these responsibilities. Homeowners are expected to follow the principles. Some decisions require all homeowners to vote, some decisions are made by the executive board or other boards or committees. The actions of the association may affect your use and enjoyment of the property and other documents that govern the community. The actions of the association will affect the value of your property. The actions of the association may be even though the decisions are made by a few persons, they may reflect the view of the majority of the association, it may attempt to use the democratic process in the board or other governing bodies that are more representative of the association or its members. If persons controlling the association or its governing bodies are not acting in the best interests of its members, your remedy is typically to file a lawsuit. If the lawsuit is unsuccessful, file a lawsuit in mediation or arbitration. The actions of the association may affect your share of the association's assets and liabilities. This state that investigates and reports on the actions of the association.

**5. YOU ARE BUYING OR SELLING PROPERTY IN A COMMON-INTEREST COMMUNITY. YOU SHOULD KNOW THE CC&RS, ASSOCIATION BYLAWS, AND BUDGET BEFORE YOU BUY OR SELL YOUR PROPERTY.**

The law requires you to provide to a prospective purchaser of your property, before you enter into a purchase agreement, a copy of the CC&Rs, association bylaws, and budget. The law also requires you to provide to a prospective purchaser of your property, before you enter into a purchase agreement, a copy of the CC&Rs, association bylaws, and budget.

information regarding the amount of legal fees and other expenses, including the amount set aside for the payment of such expenses, and the following elements.

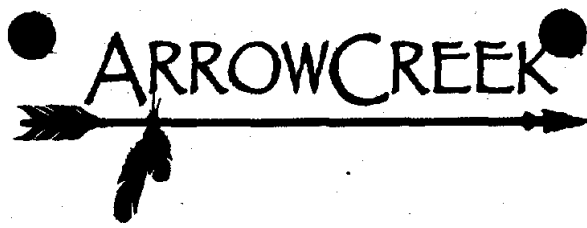
You are also required to inform prospective purchasers of any pending judgments or lawsuits pending against the association of title insurance owners. You are also required to provide a copy of the minutes from the most recent meeting of the board of directors to the prospective purchaser. For more information regarding these requirements, please refer to the attached document.

**6. YOU HAVE OBTAINED A COPY OF THE RECORDS OF THE BOARD IN A COMMON-INTEREST HOMEOWNERS ASSOCIATION BY THE STATE?**

- Pursuant to provisions of the California Civil Code, you are required to provide the following information:
- (a) To be notified of all meetings of the board of directors of the association, except in cases of emergency.
  - (b) To be notified of all meetings of the board of directors of the association, except in some cases where the association has a valid reason for not doing so.
  - (c) To receive a copy of the minutes of all meetings of the board of directors of the association, except in some cases where the association has a valid reason for not doing so.
  - (d) To receive a copy of the financial statements of the association, including the balance sheet and the income statement, of the association.
  - (e) To receive a copy of the records of the association, including the records and other actions by the association.

**7. QUESTIONS?**

Although they may be well-intentioned, you should be aware that the board and the documents that will control your purchase are not necessarily in your best interest. If you wish to ask your real estate agent for more information, please contact your agent. If you do not understand the information provided, please contact your agent. If you are a common-interest homeowner, please contact your agent.



RECEIVED

MAY 29 2002

WASHOE COUNTY  
COMMUNITY DEVELOPMENT

May 22, 2002

Washoe County Department of Community Development  
1001 East Ninth Street  
Reno, NV 89520

Attn: Don Young

Dear Don,

Condition 27 of the Special Use Permit for the ArrowCreek golf courses required the establishment of a water quality monitoring program to detect any contaminants from the operation of the golf courses. This monitoring program has been in place since 1996. Southwest Pointe Associates, LLC contacted the Department of Water Resources earlier this year and requested that they be allowed to terminate the monitoring program since the data has indicated that there have been no significant impacts on the water shed as a result of the golf course operations. Mike Widmer provided a letter indicating that in his opinion the water shed isn't being impacted by the golf course operations. This letter was copied to you. Based upon our telephone conversation today, it is my understanding that Condition 27 has been satisfied and no additional monitoring will be required.

Thanks for your help.

Sincerely

Edward C Davis

**ROBERT M. SADER, LTD.**  
**A PROFESSIONAL LEGAL CORPORATION**  
**462 COURT STREET**  
**RENO, NEVADA 89501-1796**  
**(775) 329-8310**  
**FAX (775) 329-8591**

April 9, 2002

Hand Delivery

Mike Boster  
Washoe County Parks Department  
2601 Plumas Street  
Reno, Nevada 89509

Re: ArrowCreek Open Space Documents

Dear Mike:

Pursuant to George Fong's request, enclosed are the deed, restrictive covenant and easement for the transfer of more open space. There are no changes in language on these documents from those previously approved by the District Attorney and the Risk Manager, except the additional provision discussed with Don Young some time ago regarding Commission approval of the parcel map waiver (see the deed). After execution, the order of recording for these documents is:

1. Restrictive Covenant;
2. Deed; and
3. Easement.

It is imperative that the documents be recorded in the proper order. Please supply me conformed copies immediately after recording. Thank you for your cooperation.

Sincerely,



Robert M. Sader

RMS:tlg

Enclosures

cc: George Fong (w/ enclosures; via fax)  
Don Young (w/ enclosures; via fax)



1 WHEN RECORDED, RETURN TO:

2 ArrowCreek Golf Holdings, LLC  
3 c/o Robert M. Sader, Esq.  
4 462 Court Street  
5 Reno, NV 89501

6 APN: 152-020-77

**RESTRICTIVE COVENANT**

7 THIS RESTRICTIVE COVENANT ("Covenant") is made as of this \_\_\_\_\_ day of  
8 \_\_\_\_\_, 2002, by **ARROWCREEK GOLF HOLDINGS, L.L.C.**, a Delaware  
9 limited liability company ("AGH").

10 1. **GENERAL.**

11 1.1 AGH is the owner of certain real property located in Washoe County, Nevada known  
12 as a portion of ArrowCreek (ArrowCreek is described in Washoe County Case No. DA9-1-93).

13 1.2 A portion of ArrowCreek owned by AGH is certain land more particularly described  
14 in Exhibit "1", attached hereto and incorporated herein, (the "Restricted Parcel").

15 1.3 AGH intends hereby to restrict any owner's or occupant's right to use all or any  
16 portion of the Restricted Parcel as specified herein.

17 1.4 The covenants and restrictions on the Restricted Parcel specified herein are for the  
18 benefit of AGH personally and for the owners of property in ArrowCreek, as represented by the  
19 ArrowCreek Homeowner's Association, a Nevada nonprofit corporation ("HOA") and Southwest  
20 Pointe Associates, L.L.C. ("SPA"), the master developer of ArrowCreek. The right to enforce this  
21 Restrictive Covenant shall be granted only to AGH, SPA or HOA, or a successor by an express  
22 assignment, recorded against Exhibit "1", of SPA's, AGH's or HOA's rights hereunder.

23 1.5 AGH intends to convey all its right, title and interest in the Restricted Parcel to  
24 Washoe County, a political subdivision of the State of Nevada, ("County"). County agrees, by  
25 accepting this Covenant, to comply with all use restrictions specified herein, as well as other  
26 provisions hereof.

27 2. **USE RESTRICTIONS.**

28 2.1 Use of the Restricted Parcel shall be restricted, except as otherwise provided in this  
Section 2, to only those uses allowed in the Open Space land use regulatory zone of the Washoe  
County Development Code; provided that no above-ground structures other than those allowed in  
Subsection 2.2 and 2.3 shall be allowed.

29 2.2 Notwithstanding the foregoing, installation and maintenance of utility facilities and  
30 access roads thereto necessary for the development of ArrowCreek (e.g., sewer, water, gas,  
31 telephone, electric, storm drainage, cable TV) and the creation and maintenance of any firebreaks  
32 required by state or local agencies shall be allowed, as well as any ancillary or associated uses relating  
33 to ArrowCreek allowed by County.

34 2.3 Limited use of the Restricted Parcel for two public trails is allowed, Thomas Creek  
35 Trail and the Mackay/Fair Trail, as delineated on the Washoe County Regional Trail And Park Plan,  
36 provided the use of each trail is limited to the following activities:

C:\dgs\SW Pointe\Rest Cov-AC Golf Holdings.wpd  
April 9, 2002

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- (a) Construction, repair and maintenance of a trail for recreational uses, including, but not limited to, public hiking, bicycle riding, jogging, horseback riding and other pedestrian and equestrian uses. Motorized vehicles of all kinds shall be prohibited and blocked from using the trail, except for County-authorized vehicles used for construction, maintenance or repair of the trail area.
- (b) Use of the trail by the general public for recreational purposes, subject to any regulations of public use imposed by County, however, common park facilities shall not be allowed, including, but not limited to, community or neighborhood parks, children's playgrounds, ballfields, tennis courts, basketball courts, group picnic access, swimming pools, and other active recreational uses other than fishing and use of the walking-jogging-equestrian path or trail.
- (c) Installation, maintenance and repair of landscaping, benches, turf or gardens, if any.

3. **RESTRICTIONS RUN WITH THE LAND.**

The use restrictions on the Restricted Parcel set forth in this Covenant shall be burdens on the Restricted Parcel and shall run with the land.

4. **SUCCESSORS AND ASSIGNS.**

This Covenant and the restrictions created hereby shall be binding upon any party owning any interest in all or any portion of the Restricted Parcel, its heirs, personal representatives, successors and assigns; provided, however, that if any such party transfers all or any portion of its interest in such Restricted Parcel, such party shall thereupon be released and discharged from any and all obligations as owner in connection with the interest transferred by it arising under this Covenant after the transfer.

5. **INJUNCTIVE OR ENFORCEMENT RELIEF.**

In the event of any violation or threatened violation by any person of any of the restrictions contained in this Covenant, those parties entitled to enforce this Covenant shall have the right to enjoin such violation or threatened violation or otherwise enforce the provisions hereof in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Covenant or provided by law.

6. **MODIFICATION AND TERMINATION.**

This Covenant may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written consent of SPA, AGH and HOA, as specified in Subsection 1.4 above, which consent must be recorded in the office of the Recorder of Washoe County.

7. **WAIVER.**

The failure to insist upon strict performance of any of the restrictions or other terms and conditions contained herein shall not be deemed a waiver of any rights or remedies, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions, or other terms and conditions contained herein.

1 8. **ATTORNEY'S FEES.**

2 In the event a party entitled to enforce this Covenant initiates or defends any legal action or  
3 proceeding to enforce or interpret any of the terms of this Covenant, the prevailing party in any such  
4 action or proceeding shall be entitled to recover from the losing party in any such action or  
proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees  
on any appeal).

5 9. **SEVERABILITY.**

6 If any term or provision of this Covenant or the application of it to any person or circumstance  
7 shall to any extent be invalid or unenforceable, the remainder of this Covenant or the application of  
8 such term or provision to persons or circumstances, other than those as to which it is invalid or  
unenforceable, shall not be affected thereby, and each term and provision of this Covenant shall be  
valid and shall be enforced to the extent permitted by law.

9 10. **CAPTIONS AND HEADINGS.**

10 The captions and headings in this Covenant are for reference only and shall not be deemed  
11 to define or limit the scope or intent of any of the terms, covenants, conditions or agreements  
contained herein.

12 11. **CONSTRUCTION.**

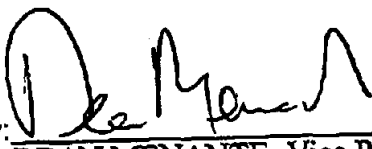
13 In construing the provisions of this Covenant and whenever the context so requires, the use  
14 of a gender shall include all other genders, the use of the singular shall include the plural, and the use  
of the plural shall include the singular.

15 12. **RECORDATION.**

16 This Covenant shall be recorded against the Restricted Parcel in the office of the Washoe  
County Recorder.

17 EXECUTED as of the day and year first above written.

18  
19 **ARROWCREEK GOLF HOLDINGS, L.L.C.,**  
20 **a Delaware limited liability company**

21 

22 By: DEAN MENANTE, Vice President

1 **ACCEPTED:**

2 **BOARD OF WASHOE**  
3 **COUNTY COMMISSIONERS**

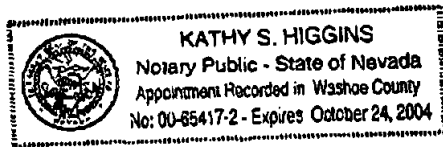
4  
5 By: \_\_\_\_\_  
6 **PETER J. SFERRAZZA, Chairman**

7 **ATTEST:**

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10 **AMY HARVEY, County Clerk**

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16 **STATE OF NEVADA** }  
17 **COUNTY OF WASHOE** } ss.

18 This instrument was acknowledged before me on April 10, 2002 by DEAN  
19 MENANTE as Vice President of ARROWCREEK GOLF HOLDINGS, L.L.C., a Delaware limited  
20 liability company.



21 NOTARY: Kathy Higgins

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## EXHIBIT "A"

## DESCRIPTION

A parcel of land situate within the west one-half of Section 24, T.18N., R.19E., M.D.M., being a portion of Parcel 2D of Survey Map 3571, as shown on the plat thereof, recorded March 1, 1999, as Document No. 2312176, Official Records of Washoe County, Nevada; more particularly described as follows:

Commencing at the northeast corner of said Parcel 2D; said point also being the north one-quarter corner of said Section 24;

thence along the easterly line of said Parcel 2D the following thirteen (13) courses and distances:

S 00°37'20" W, 15.12 feet to the Point of Beginning;

S 00°37'20" W, 556.44 feet;

S 80°45'00" W, 304.48 feet;

S 12°18'00" W, 392.00 feet;

S 17°47'00" W, 700.00 feet;

S 05°24'00" W, 450.00 feet;

S 17°39'00" E, 345.00 feet;

S 12°11'00" W, 740.00 feet;

S 23°18'00" W, 495.00 feet;

S 55°31'32" E, 160.00 feet;

S 34°28'28" W, 200.00 feet;

S 55°31'32" E, 150.00 feet;

S 34°28'28" W, 593.66 feet to a point on the northeasterly line of Arrowcreek Parkway;

thence along said northeasterly line, N 37°41'43" W, 189.00 feet;

thence N 30°54'37" E, 229.74 feet;

thence N 04°13'22" E, 425.32 feet;

thence N 14°11'11" E, 502.84 feet;

thence N 16°26'25" E, 609.35 feet;

thence N 00°24'50" E, 231.69 feet;

thence N 20°21'06" W, 291.67 feet;

thence N 05°25'50" E, 536.03 feet;

thence N 19°47'16" E, 953.29 feet;

thence N 29°22'30" E, 230.09 feet;

thence N 76°30'20" E, 238.85 feet;

thence N 30°50'54" E, 139.40 feet;

thence N 16°30'35" W, 259.62 feet;

thence N 89°32'44" E, 30.00 feet;

thence along the arc of a 115.00 foot radius curve to the left through a central angle of 32°30'00"

a distance of 65.23 feet;

thence N 57°02'44" E, 6.66 feet;

thence along the arc of a 85.00 foot radius curve to the right through a central angle of 31°29'12"

a distance of 46.71 feet to the point of beginning.

Containing 20.62 acres, more or less.

Basis of bearing is Nevada State Plane Coordinate System,  
West Zone Grid, NAD83/94.

cfa, Inc.  
1150 Corporate  
Reno, NV 89502



**OWNER'S CERTIFICATE**

I, the undersigned, being the person or persons who have prepared the plat hereon, do hereby certify that the same is a correct and complete representation of the property described therein, and that the same is correct and complete in accordance with the provisions of the laws of the State of Washington.

**DEAR SURVEYOR, YOURS VERY TRULY,**

DATE OF SURVEY: 11/11/01

NAME OF SURVEYOR: S.S.

THE INFORMATION WAS OBTAINED BY ME OR BY MEASUREMENTS MADE BY ME OR BY MEASUREMENTS MADE BY OTHERS AS INDICATED ON THE PLAT.

**OWNER'S CERTIFICATE**

I, the undersigned, being the person or persons who have prepared the plat hereon, do hereby certify that the same is a correct and complete representation of the property described therein, and that the same is correct and complete in accordance with the provisions of the laws of the State of Washington.

**OWNER'S CERTIFICATE**

I, the undersigned, being the person or persons who have prepared the plat hereon, do hereby certify that the same is a correct and complete representation of the property described therein, and that the same is correct and complete in accordance with the provisions of the laws of the State of Washington.

**OWNER'S CERTIFICATE**

I, the undersigned, being the person or persons who have prepared the plat hereon, do hereby certify that the same is a correct and complete representation of the property described therein, and that the same is correct and complete in accordance with the provisions of the laws of the State of Washington.

**TAXATION CERTIFICATE**

THE INFORMATION WAS OBTAINED BY ME OR BY MEASUREMENTS MADE BY ME OR BY MEASUREMENTS MADE BY OTHERS AS INDICATED ON THE PLAT.

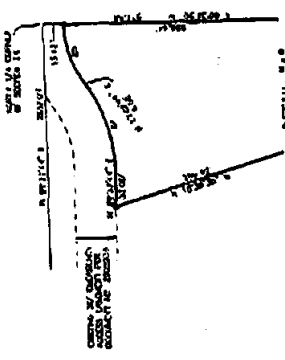
**LINE TABLE**

Table with columns: LINE, BEARING, DISTANCE, AREA, COMMENTS.

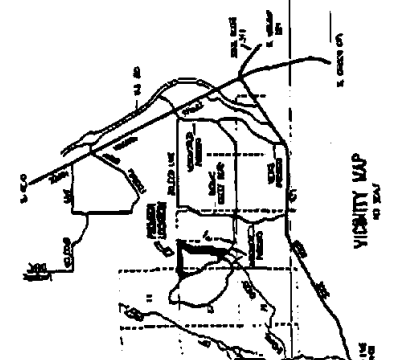
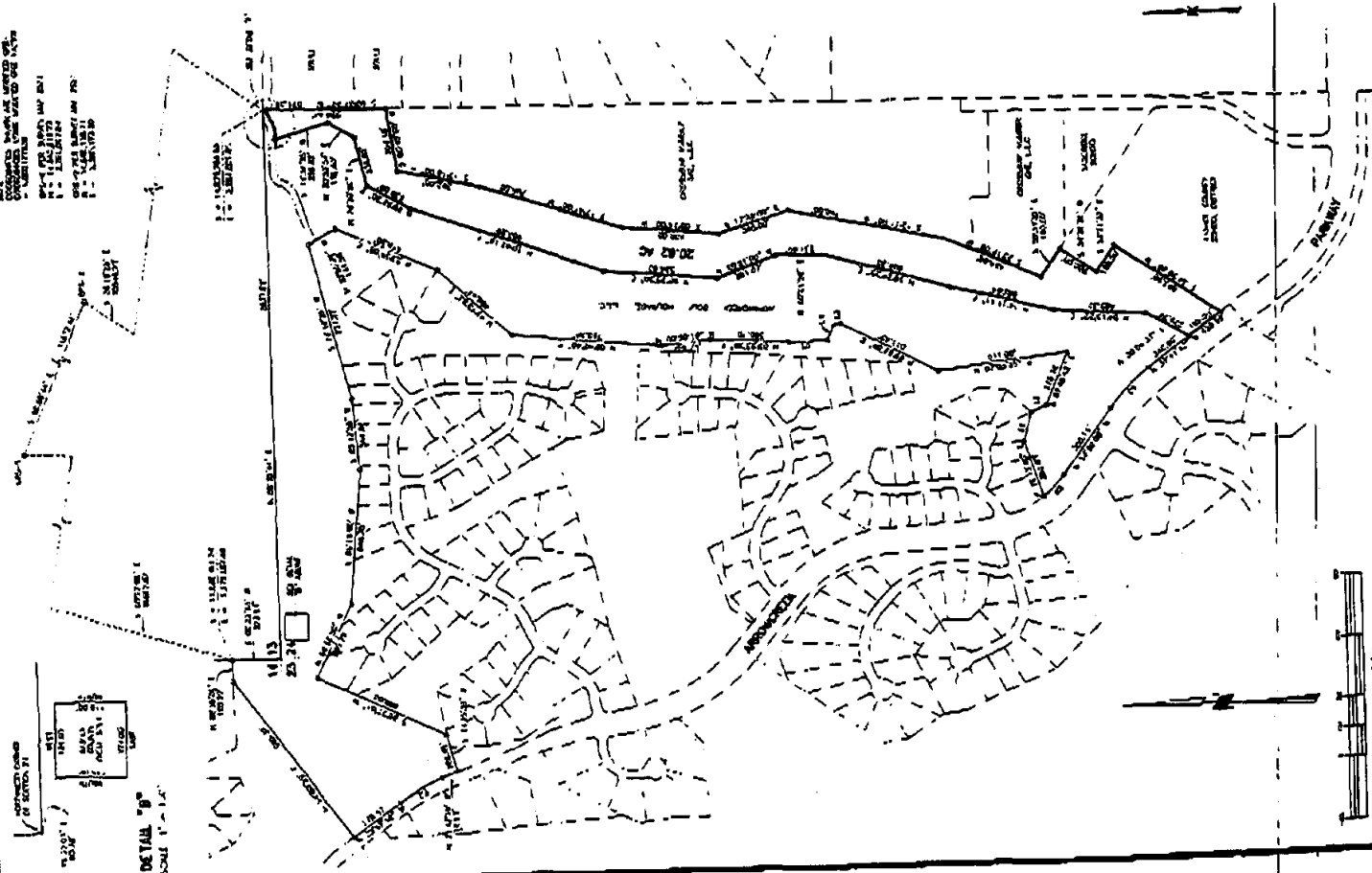
**CURVE TABLE**

Table with columns: CURVE NO., BEARING, DISTANCE, AREA, COMMENTS.

RECORD OF SURVEY FOR WASHOE COUNTY. Includes fields for FILE NO., DATE OF SURVEY, and SURVEYOR'S NAME.



CLASS OF MEASUREMENTS: MEASUREMENTS MADE BY ME OR BY MEASUREMENTS MADE BY OTHERS AS INDICATED ON THE PLAT.



1 When Recorded, Return To:  
 2 Washoe County Parks Department  
 2601 Plumas Street  
 3 Reno, NV 89509  
 4 APN: 152-020-77

5 **GRANT, BARGAIN AND SALE DEED**

6 THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and  
 7 between **ARROWCREEK GOLF HOLDINGS, L.L.C.**, a Delaware limited liability company,  
 8 hereinafter referred to as "Transferor"; and the **COUNTY OF WASHOE**, a political subdivision  
 of the State of Nevada, hereinafter referred to as "Transferee".

9 **WITNESSETH:**

10 That the Transferor, in consideration of the sum of **TEN DOLLARS (\$10.00)**, lawful money  
 11 of the United States of America, to it in hand paid by Transferee, the receipt whereof is hereby  
 12 acknowledged, does by these presents grant, bargain sell and convey unto the Transferee, its  
 successors and assigns forever, all Transferor's right, title and interest in that certain real property  
 13 situate in the County of Washoe, State of Nevada, more particularly described on Exhibit "A",  
 attached hereto and incorporated herein.

14 **TOGETHER WITH ALL** and singular the tenements, hereditaments and appurtenances  
 thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, rents,  
 15 issues and profits thereof, except water rights of all kinds, which are reserved to Transferor.

16 **TO HAVE AND TO HOLD** the said premises, together with the appurtenances, unto  
 Transferee and to its successors and assigns forever.

17 **IN WITNESS WHEREOF**, the Transferor has executed this indenture the day and year first  
 above written.

18 **TRANSFEROR:**

19 **ARROWCREEK GOLF HOLDINGS, L.L.C.**,  
 20 a Delaware limited liability company

21   
 22 By: \_\_\_\_\_  
 23 **DEAN MENANTE, Vice President**

1 ACCEPTED AND APPROVED BY THE WASHOE COUNTY BOARD OF COUNTY  
2 COMMISSIONERS, WAIVING THE REQUIREMENT OF A PARCEL MAP PURSUANT  
TO NRS 278.464 AND WASHOE COUNTY DEVELOPMENT CODE SECTION 110.606.75:

3 THE COUNTY OF WASHOE, a  
4 political subdivision of the State  
of Nevada

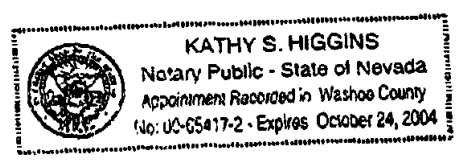
5  
6 By: \_\_\_\_\_  
PETER J. SFERRAZZA, Chairman  
7 Board Of County Commissioners

8  
9 Attest:  
Amy Harvey, County Clerk

10  
11 By: \_\_\_\_\_  
12 Deputy Clerk

13  
14  
15 STATE OF NEVADA }  
16 COUNTY OF WASHOE } ss.

17 This instrument was acknowledged before me on April 10, 2002 by  
18 DEAN MENANTE as Vice President of ARROWCREEK GOLF HOLDINGS, L.L.C., a Delaware  
19 limited liability company.



20  
21 NOTARY: Kathy S. Higgins

22  
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24  
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26  
27  
28



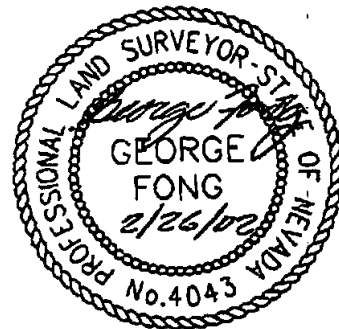
EXHIBIT "A"

DESCRIPTION

A parcel of land situate within the west one-half of Section 24, T.18N., R.19E., M.D.M., being a portion of Parcel 2D of Survey Map 3571, as shown on the plat thereof, recorded March 1, 1999, as Document No. 2312176, Official Records of Washoe County, Nevada; more particularly described as follows:

Commencing at the northeast corner of said Parcel 2D; said point also being the north one-quarter corner of said Section 24;  
thence along the easterly line of said Parcel 2D the following thirteen (13) courses and distances:  
S 00°37'20" W, 15.12 feet to the Point of Beginning;  
S 00°37'20" W, 556.44 feet;  
S 80°45'00" W, 304.48 feet;  
S 12°18'00" W, 392.00 feet;  
S 17°47'00" W, 700.00 feet;  
S 05°24'00" W, 450.00 feet;  
S 17°39'00" E, 345.00 feet;  
S 12°11'00" W, 740.00 feet;  
S 23°18'00" W, 495.00 feet;  
S 55°31'32" E, 160.00 feet;  
S 34°28'28" W, 200.00 feet;  
S 55°31'32" E, 150.00 feet;  
S 34°28'28" W, 593.66 feet to a point on the northeasterly line of Arrowcreek Parkway;  
thence along said northeasterly line, N 37°41'43" W, 189.00 feet;  
thence N 30°54'37" E, 229.74 feet;  
thence N 04°13'22" E, 425.32 feet;  
thence N 14°11'11" E, 502.84 feet;  
thence N 16°26'25" E, 609.35 feet;  
thence N 00°24'50" E, 231.69 feet;  
thence N 20°21'06" W, 291.67 feet;  
thence N 05°25'50" E, 536.03 feet;  
thence N 19°47'16" E, 953.29 feet;  
thence N 29°22'30" E, 230.09 feet;  
thence N 76°30'20" E, 238.85 feet;  
thence N 30°50'54" E, 139.40 feet;  
thence N 16°30'35" W, 259.62 feet;  
thence N 89°32'44" E, 30.00 feet;  
thence along the arc of a 115.00 foot radius curve to the left through a central angle of 32°30'00" a distance of 65.23 feet;  
thence N 57°02'44" E, 6.66 feet;  
thence along the arc of a 85.00 foot radius curve to the right through a central angle of 31°29'12" a distance of 46.71 feet to the point of beginning.  
Containing 20.62 acres, more or less.  
Basis of bearing is Nevada State Plane Coordinate System, West Zone Grid, NAD83/94.

cfa, Inc.  
1150 Corporate  
Reno, NV 89502



**OWNER'S CERTIFICATE**

I, the undersigned, being the owner of the above described premises, do hereby certify that the same are not subject to any lien or claim in favor of any person other than myself or my legal representatives, and that the same are not subject to any lien or claim in favor of any person other than myself or my legal representatives, and that the same are not subject to any lien or claim in favor of any person other than myself or my legal representatives.

**DEED RECORDING NOTICE**

NOTICE IS HEREBY GIVEN THAT THE ABOVE DESCRIBED PREMISES ARE BEING OFFERED FOR SALE BY THE UNDERSIGNED, AND THAT THE SAME ARE NOT SUBJECT TO ANY LIEN OR CLAIM IN FAVOR OF ANY PERSON OTHER THAN MYSELF OR MY LEGAL REPRESENTATIVES.

**OWNER'S NAME**

NAME OF OWNER: [Blank]  
ADDRESS OF OWNER: [Blank]  
CITY AND STATE: [Blank]

**SURVEYOR'S CERTIFICATE**

I, the undersigned, being a duly licensed and sworn surveyor, do hereby certify that the above described premises are bounded and contained by the lines and bearings thereunto shown on the plat hereunto annexed, and that the same are not subject to any lien or claim in favor of any person other than myself or my legal representatives.

**TAXATION CERTIFICATE**

I, the undersigned, being the assessor of the above described premises, do hereby certify that the same are not subject to any lien or claim in favor of any person other than myself or my legal representatives.

**LINE TABLE**

LINE	BEARING	DISTANCE	AREA	PERCENTAGE	REMARKS
1	N 89° 15' 00" E	100.00	100.00	100.00	...
2	S 89° 15' 00" W	100.00	100.00	100.00	...
3	N 01° 15' 00" W	100.00	100.00	100.00	...
4	S 01° 15' 00" E	100.00	100.00	100.00	...

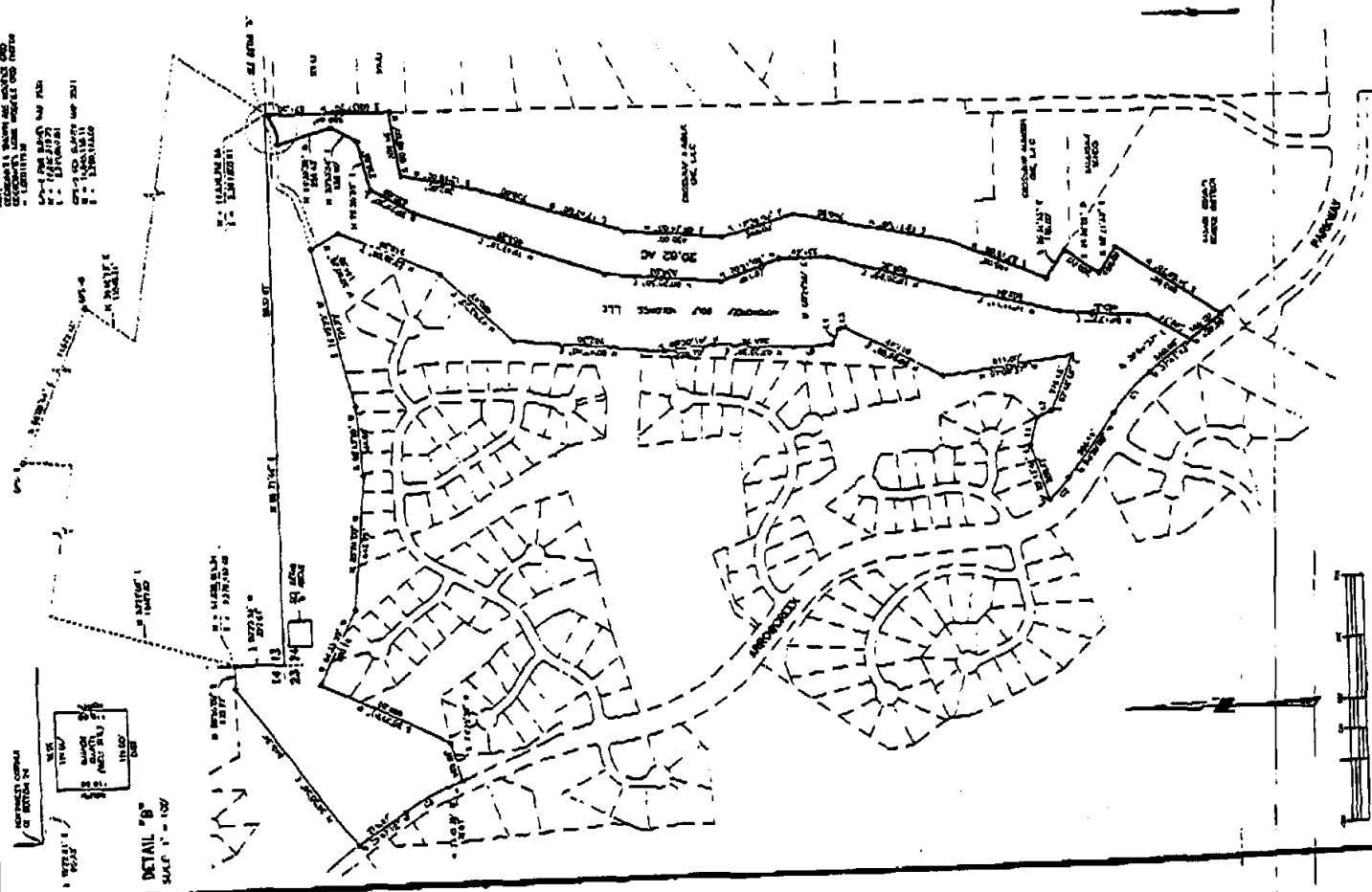
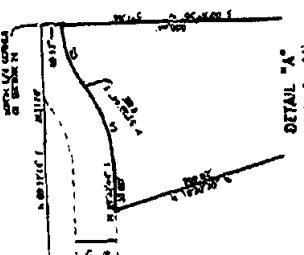
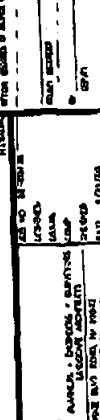
**CURVE TABLE**

LINE	CHORD	ARC	ANGLE	AREA	PERCENTAGE
1	100.00	100.00	90.00	100.00	100.00
2	100.00	100.00	90.00	100.00	100.00
3	100.00	100.00	90.00	100.00	100.00
4	100.00	100.00	90.00	100.00	100.00

**RECORD OF SURVEY**

WASHOE COUNTY  
PLAT NO. [Blank]  
SECTION 36, T14N, R10E, S11W  
PLAT AREA: [Blank]

**NEARBY MAP**



WHEN RECORDED, RETURN TO:

Southwest Pointe Associates, L.L.C.  
c/o Robert M. Sader, Esq.  
462 Court Street  
Reno, Nevada 89501

APN: 152-020-77

**EASEMENT FOR DRAINAGE AND UTILITIES**

THIS GRANT OF EASEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, hereinafter referred to as "Grantor"; and **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company, **ARROWCREEK HOMEOWNERS ASSOCIATION**, a Nevada nonprofit corporation, and **ARROWCREEK GOLF HOLDINGS, L.L.C.**, a Delaware limited liability company, hereinafter referred to collectively as "Grantees".

**WITNESSETH:**

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantees a blanket easement for drainage of storm waters and utility facilities (gas, sewer, water, electric, cable TV and telephone) upon, over, across and through the land herein described, including the right of access upon said land for the purpose of construction and maintenance of improvements for said drainage and utility facilities.

The easement hereby granted is situated in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

This is a nonexclusive Grant of Easement and to the extent that other uses do not interfere with the use of said easement by Grantees as permitted herein, Grantor, its successors and assigns, shall be permitted to use the same for any purpose it may desire.

The covenants herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

TO HAVE AND TO HOLD, said easement unto the Grantees and unto their successors and assigns forever.

IN WITNESS WHEREOF, Grantor hereto has executed this Grant of Easement the day and year first above written.

**GRANTOR:**

**COUNTY OF WASHOE, a political  
subdivision of the State of Nevada**

By: \_\_\_\_\_  
**PETER J. SFERRAZZA, Chairman  
Board of County Commissioners**

Attest:

**Amy Harvey, County Clerk**

By: \_\_\_\_\_  
**Deputy Clerk**

EXHIBIT "A"

DESCRIPTION

A parcel of land situate within the west one-half of Section 24, T.18N., R.19E., M.D.M., being a portion of Parcel 2D of Survey Map 3571, as shown on the plat thereof, recorded March 1, 1999, as Document No. 2312176, Official Records of Washoe County, Nevada; more particularly described as follows:

Commencing at the northeast corner of said Parcel 2D; said point also being the north one-quarter corner of said Section 24;

thence along the easterly line of said Parcel 2D the following thirteen (13) courses and distances:

S 00°37'20" W, 15.12 feet to the Point of Beginning;

S 00°37'20" W, 556.44 feet;

S 80°45'00" W, 304.48 feet;

S 12°18'00" W, 392.00 feet;

S 17°47'00" W, 700.00 feet;

S 05°24'00" W, 450.00 feet;

S 17°39'00" E, 345.00 feet;

S 12°11'00" W, 740.00 feet;

S 23°18'00" W, 495.00 feet;

S 55°31'32" E, 160.00 feet;

S 34°28'28" W, 200.00 feet;

S 55°31'32" E, 150.00 feet;

S 34°28'28" W, 593.66 feet to a point on the northeasterly line of Arrowcreek Parkway;

thence along said northeasterly line, N 37°41'43" W, 189.00 feet;

thence N 30°54'37" E, 229.74 feet;

thence N 04°13'22" E, 425.32 feet;

thence N 14°11'11" E, 502.84 feet;

thence N 16°26'25" E, 609.35 feet;

thence N 00°24'50" E, 231.69 feet;

thence N 20°21'06" W, 291.67 feet;

thence N 05°25'50" E, 536.03 feet;

thence N 19°47'16" E, 953.29 feet;

thence N 29°22'30" E, 230.09 feet;

thence N 76°30'20" E, 238.85 feet;

thence N 30°50'54" E, 139.40 feet;

thence N 16°30'35" W, 259.62 feet;

thence N 89°32'44" E, 30.00 feet;

thence along the arc of a 115.00 foot radius curve to the left through a central angle of 32°30'00" a distance of 65.23 feet;

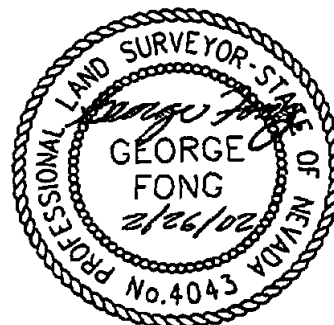
thence N 57°02'44" E, 6.66 feet;

thence along the arc of a 85.00 foot radius curve to the right through a central angle of 31°29'12" a distance of 46.71 feet to the point of beginning.

Containing 20.62 acres, more or less.

Basis of bearing is Nevada State Plane Coordinate System, West Zone Grid, NAD83/94.

cfa, Inc.  
1150 Corporate  
Reno, NV 89502



**OWNER'S CERTIFICATE**

This is to certify that I am the owner of the land shown on the map and that I have no interest in the land shown on the map other than the interest shown on the map. I have no interest in the land shown on the map other than the interest shown on the map.

**OWNER'S NAME**

OWNER'S NAME: [Name]  
COUNTY OF WASHOE  
STATE OF NEVADA

**SURVEYOR'S CERTIFICATE**

I, the undersigned, a duly licensed Surveyor in the State of Nevada, do hereby certify that the above described land is the land shown on the map and that I have no interest in the land shown on the map other than the interest shown on the map.

**TAXATION CERTIFICATE**

This is to certify that the land shown on the map is the land shown on the map and that I have no interest in the land shown on the map other than the interest shown on the map.

**LINE TABLE**

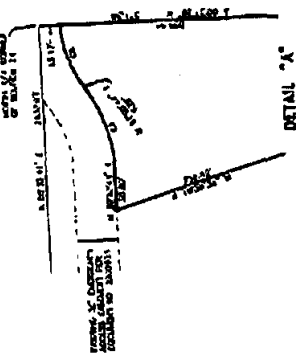
LINE	BEARING	DISTANCE	CURVE DATA
1	S 89° 15' 00" E	120.00	
2	S 89° 15' 00" E	120.00	
3	S 89° 15' 00" E	120.00	
4	S 89° 15' 00" E	120.00	
5	S 89° 15' 00" E	120.00	

**CURVE TABLE**

LINE	BEARING	DISTANCE	CHORD	AREA
1	S 89° 15' 00" E	120.00	120.00	0.00
2	S 89° 15' 00" E	120.00	120.00	0.00
3	S 89° 15' 00" E	120.00	120.00	0.00
4	S 89° 15' 00" E	120.00	120.00	0.00
5	S 89° 15' 00" E	120.00	120.00	0.00

**RECORD OF SURVEY**

WASHOE COUNTY  
COUNTY OF WASHOE, STATE OF NEVADA  
RECORD OF SURVEY NO. 123456  
DATE: 4/10/02



**BASES OF BEARINGS**

BASES OF BEARINGS: True North, Magnetic North, and Survey North.

TOTAL AREA = 20.62 ACRES ±

**LEGEND**

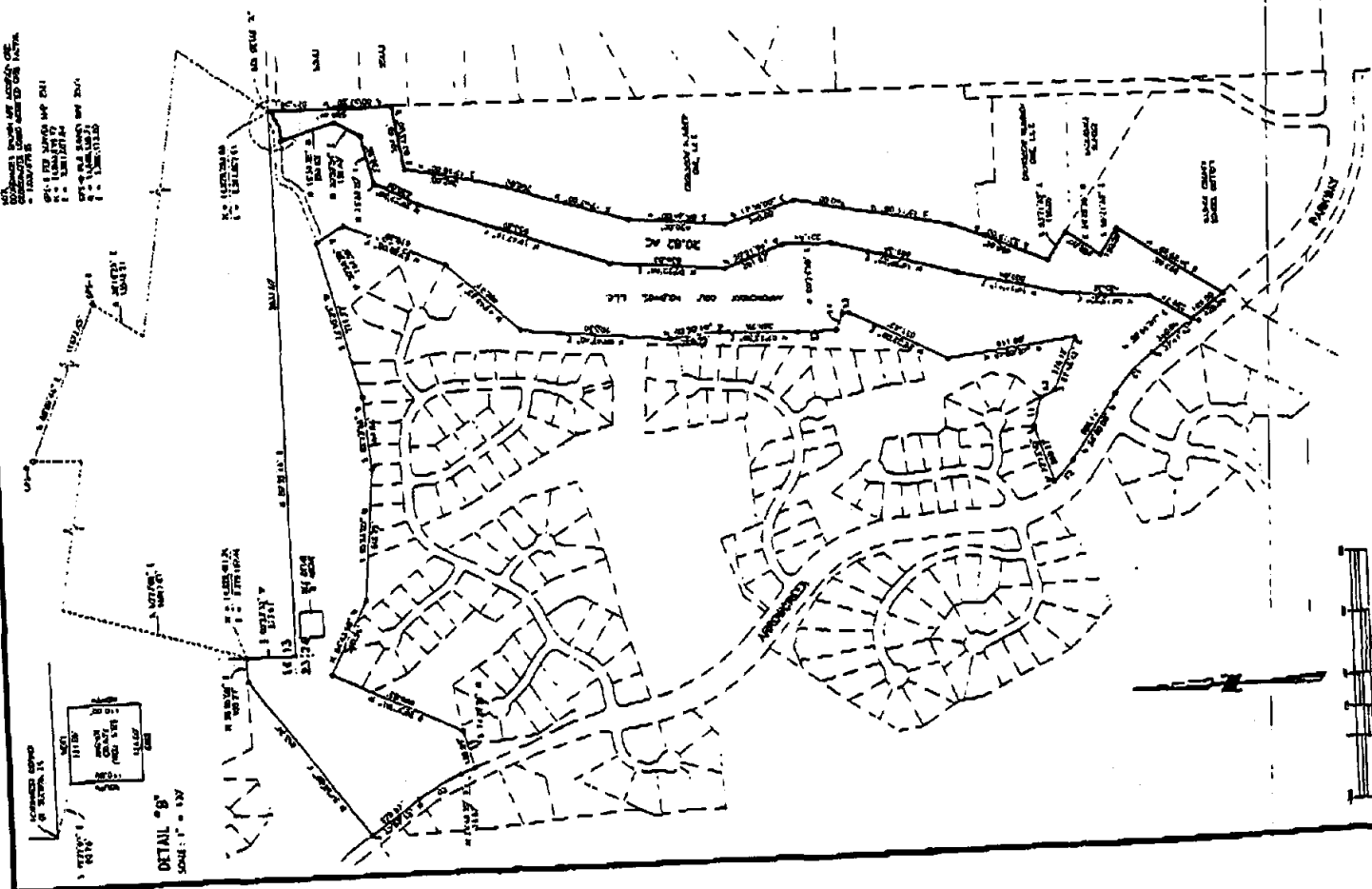
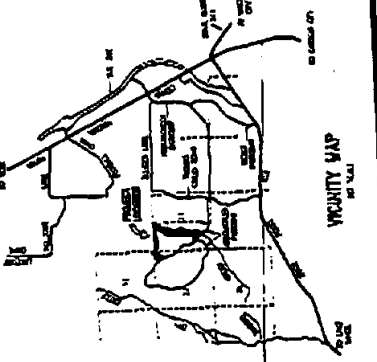
- 1. BOUNDARY LINE
- 2. ADJACENT LAND
- 3. ROAD
- 4. RAILROAD
- 5. WATER

**REFERENCE**

REFERENCE: Survey of 1998, Survey of 2000, Survey of 2001.

**NOTES**

NOTES: This survey was made from a true meridian. The bearings are true bearings. The distances are in feet and inches.



**ROBERT M. SADER, LTD.**  
**ATTORNEY AND COUNSELOR AT LAW**  
**462 COURT STREET**  
**RENO, NEVADA 89501**

PHONE (775) 329-8310

FACSIMILE (775) 329-8591

**FAX TRANSMISSION**

Date: April 10, 2002

Time: 2:20

To: Don Young  
George Fong

Fax Number: 328-3648

856-1160

From: Robert M. Sader, Esq.

TOTAL NUMBER OF PAGES: 15  
(Including this transmittal page)

DESCRIPTION/INSTRUCTIONS FOR DOCUMENT TRANSMITTED:

ORIGINAL WILL BE SENT VIA:

MAIL

FEDERAL EXPRESS

MESSENGER

WILL NOT BE SENT

IF YOU DO NOT RECEIVE ALL THE PAGES OF THIS FAX, PLEASE CALL 775-329-8310.

The information contained in this facsimile document is confidential and is intended only for the use of the individual named above. If the reader of this message is not the intended recipient, notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error, please immediately notify us by telephone and return the original document(s) to us at the above address via U.S. Mail. We will reimburse you for postage.



PLANNERS • ENGINEERS • SURVEYORS  
LANDSCAPE ARCHITECTS

# LETTER OF TRANSMITTAL

1150 Corporate Blvd., Reno, NV 89502 775/856-1150 FAX: 775/856-1160

PROJECT NO. 88003	DATE 3/30/01
----------------------	-----------------

**To:**

NAME/TITLE Don Young	ADDRESS
COMPANY Washoe County Community Development	<p style="text-align: center;"><b>RECEIVED</b></p> <p style="text-align: center;"><b>APR 02 2001</b></p> <p style="text-align: center;">WASHOE COUNTY COMMUNITY DEVELOPMENT</p>

**From:** George Fong

**Project Name:** Arrowcreek dedications to Washoe County

Carrier  U.S. Mail  Air Express  UPS  Hand Delivery  Other: \_\_\_\_\_

### We are sending you the following:

QUANTITY	DATE	DESCRIPTION
1		preliminary record of survey for dedication of well and tank sites to Washoe County
1		copy of recorded survey of previously dedicated well and tank sites(parcel map waiver)
2		copies of deeds of dedication
1		preliminary record of survey for dedication of open space to Washoe County
1		copy of recorded survey of previously dedicated open space (parcel map waiver)

### This information is:

Attached  Being sent under separate cover via \_\_\_\_\_

### Message or requested action:

As requested  For your use/information  Sign and return  Review and comment

As submitted to: \_\_\_\_\_ on \_\_\_\_\_

Copy sent to \_\_\_\_\_

### Notes:

Maps for your review

---



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If the information received is not as noted above, please call \_\_\_\_\_

George  
SIGNATURE



2151423

When Recorded, Return To:

Washoe County Utility Services Division  
P.O. Box 11130  
Reno, NV 89520

APNs: 152-020-06, 152-020-11 and 152-020-19

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made and entered into this 28<sup>th</sup> day of October, 1997, by and between **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company, hereinafter referred to as "Grantor", and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, hereinafter referred to as "Grantee".

**WITNESSETH:**

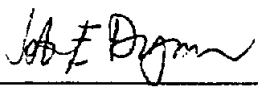
That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to it in hand paid by Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto Grantee, its successors and assigns forever, all that certain tract, piece or parcel of land situate in the County of Washoe, State of Nevada, as described on the attached Exhibit "A".

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof, except water rights of all kind, which are reserved to Grantor.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this indenture the day and year first above written.

**SOUTHWEST POINTE ASSOCIATES, L.L.C.**  
a Delaware limited liability company

By:   
JEFFERY E. DINGMAN, President

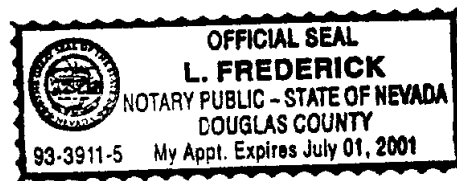
STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE     )

This instrument was acknowledged before me on OCTOBER 22, 1997 by JEFFERY E. DINGMAN as President of SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware limited liability company.

NOTARY: L. Frederick

Accepted For The County Of Washoe

By: Joanne Bond  
Joanne Bond, Chairman  
Washoe County Board Of Commissioners



ATTEST:

Judi Bailey  
Judi Bailey, County Clerk

EXHIBIT "A"

DESCRIPTION

ASSESSMENT DISTRICT WELL SITE FACILITY - PARCEL 5:

A parcel of land situate within the northwest quarter of Section 24, T18N, R19E, MDM, more particularly described as follows:

Commencing at the southwest corner of said Section 24;  
thence N 01°30'35" E, 5147.03 feet to the TRUE POINT OF BEGINNING;  
thence S 90°00'00" E, 124.00 feet;  
thence N 00°00'00" W, 110.00 feet;  
thence N 90°00'00" W, 124.00 feet;  
thence S 00°00'00" W, 110.00 feet to the point of beginning.  
Containing 13,640 square feet, more or less.

ASSESSMENT DISTRICT WELL SITE FACILITY - PARCEL 6:

A parcel of land situate within the northwest quarter of Section 23, T18N, R19E, MDM, more particularly described as follows:

Commencing at the southeast corner of said Section 23;  
thence N 42°16'18" W, 4376.48 feet to the TRUE POINT OF BEGINNING;  
thence N 00°00'00" W, 110.00 feet;  
thence N 90°00'00" W, 124.00 feet;  
thence S 00°00'00" W, 110.00 feet;  
thence S 90°00'00" E, 124.00 feet to the point of beginning.  
Containing 13,640 square feet, more or less.

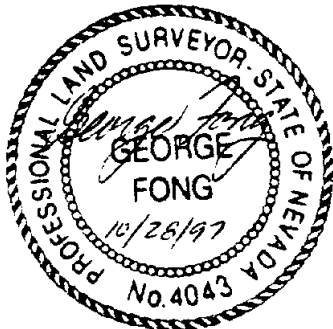
ROADWAY DEDICATION PARCEL:

A parcel of land situate within the southwest quarter of Section 24, T18N, R19E, MDM, more particularly described as follows:

Commencing at the south one-quarter corner of said Section 24;  
thence along the north-south centerline of said Section 24, N 00°37'20" E, 149.07 feet to the TRUE POINT OF BEGINNING;  
thence continuing along said centerline N 00°37'20" E, 40.00 feet,  
thence N 89°45'53" W, 247.08 feet;  
thence along the arc of a tangent 880.00 foot radius curve to the right through a central angle of 52°04'10" a distance of 799.73 feet;  
thence N 37°41'43" W, 261.39 feet;  
thence S 31°56'15" W, 122.67 feet;  
thence S 37°41'43" E, 49.00 feet;

thence S 71°34'32" E, 134.54 feet;  
thence S 37°41'43" E, 58.00 feet;  
thence along the arc of a tangent 920.00 foot radius curve to the left through a central  
angle of 52°04'10" a distance of 836.08 feet;  
thence S 89°45'53" E, 246.81 feet to the point of beginning.  
Containing 61,660 square feet, more or less.

Basis of bearings is Parcel Map 3086.



OFFICIAL RECORDS  
WASHOE CO., NEVADA  
RECORD REQUESTED BY

97 NOV -6 AM 11: 27

JOE W. LEE  
COUNTY RECORDER

FEE \_\_\_\_\_ PER \_\_\_\_\_



FACSIMILE TRANSMITTAL SHEET

TO: Kristine R. Klein

FROM: Jim Szekeres

COMPANY: Washoe County

DATE: 11/9/00

FAX NUMBER: (775) 328-3699

TOTAL NO. OF PAGES INCLUDING COVER:

4

RE: Arrowcreek Releases  
Reno, Nevada

URGENT

FOR REVIEW

PLEASE REPLY

ORIGINAL TO FOLLOW

NOTES/COMMENTS:

Kristine-

Following are the copies of the bonds. I hope these will help in getting the releases and your search to find them. Thank you for all your help.

If you have any questions, please call.

Thank you.

Jim

11/14/00

Don,

These 2 bonds are not bonds that Engineering required or is holding. Panattoni took over for Nathan Construction and would like the bonds released. The bonds appear to be for landscaping and it looks like Nathan Const. was talking to Planning on these. (See letter pg 4.) Please see

PLEASE CALL IF YOU FAIL TO RECEIVE ALL PAGES OR IF THEY ARE ILLEGIBLE

if you have these and

contact Jim Szekeres about releasing them

Thanks. Ross



FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY  
HOME OFFICE: SAN FRANCISCO, CALIFORNIA

Bond No. 11141662756  
Premium: \$6,257.00

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we,

**Nathan Construction, Inc.**

(hereinafter called "Principal") as Principal, and The American Insurance Company a corporation organized and existing under the laws of the State of Nebraska and authorized to transact business in the State of Nevada (hereinafter called "Surety"), as Surety, are held firmly bound unto

**Washoe County**

(hereinafter called "Obligee"), as Obligee, in the penal sum of

**\*TWO HUNDRED NINETY SEVEN THOUSAND NINE HUNDRED SIXTY FOUR AND 80/100\***  
Dollars (\$ **297,964.80\*** ), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed, Sealed and Dated this 7th day of December, 1998

Whereas, the above bounden Principal has entered into a certain written contract with the above-named Obligee, dated the day of 1998 for Landscaping improvements at ArrowCreek Cart Storage Building, 2905B Arrowcreek Parkway, Reno, NV, Permit No. 977226

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above-named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise to be and remain in full force and effect.

Countersigned:  
Resident Agent:

Lucini/Parish Insurance  
604 W. Moana Ln., Ste. D  
Reno, NV 84509  
(702) 827-1555

**Nathan Construction, Inc.**

Principal

**The American Insurance Company**

Surety

By \_\_\_\_\_  
Attorney-in-Fact

**Renee Ramsey-Bofman**



FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
HOME OFFICE: SAN FRANCISCO CALIFORNIA

Bond No. 11141662749
Premium: \$4,827.00

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we,

Nathan Construction, Inc.

(hereinafter called "Principal") as Principal, and The American Insurance Company a corporation organized and existing under the laws of the State of Nebraska and authorized to transact business in the State of Nevada (hereinafter called "Surety"), as Surety, are held firmly bound unto

County of Washoe

(hereinafter called "Obligee"), as Obligee, in the penal sum of

\*TWO HUNDRED TWENTY NINE THOUSAND EIGHT HUNDRED EIGHTY AND 40/100\*

Dollars (\$ 229,880.40 ), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed, Sealed and Dated this 7th day of December, 19 98

Whereas, the above bounden Principal has entered into a certain written contract with the above-named Obligee, dated the day of 19 98 for Landscaping improvements at ArrowCreek Community Center, 2900 Arrowcreek Parkway, Reno, NV, Permit No. 974099

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above-named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise to be and remain in full force and effect.

COUNTERSIGNED, RESIDENT AGENT

Countersigned:
Resident Agent:

[Handwritten signature]

Nathan Construction, Inc.

Principal

LUCINI / PARISH INSURANCE

604 W. MOANA LN., STE. D

Lucini/Parish Insurance
604 W. Moana Ln., Ste. D
Reno, NV 83509
(702) 827-1555

The American Insurance Company

Surety

By [Handwritten signature]
Attorney-in-Fact
Renee Ramsey-Bofman

# NATHAN

CONSTRUCTION, INC.

December 4, 1998

Noack & Dean  
Sacramento, CA

~~ATTN: RENE~~  
Dear Rene,

After talking with the County, they don't have any specific forms. Just in some form acceptable to them, and a bond would certainly be that. The specific planner for the Arrowcreek jobs is out sick today, but the guy I talked to typically thinks that 120% value of the work is what would be required. Therefore here is the information for the two(2) bonds I need:

ArrowCreek Community Center  
2900 Arrowcreek Parkway  
Reno, NV 89511  
Washoe County Permit # 974099  
Subcontract Value \$191567  
Nathan Construction Project # 297110

= \$ 229,880.<sup>40</sup> \$ 4,827.-

ArrowCreek Cart Storage Building  
2905B Arrowcreek Parkway  
Reno, NV 89511  
Washoe County Permit # 977226  
Subcontract Value \$248,304.00 (This includes both the Clubhouse & Cart Storage)  
Nathan Project # 297112

\$ 297,964.<sup>80</sup> 6,257.-

I appreciate your expeditious response to our needs. If possible, we need these by Wednesday December 9<sup>th</sup>

Thank You,



David Evans  
Project Manager

745-9855 Cellular Phone





PLANNERS • ENGINEERS • SURVEYORS  
LANDSCAPE ARCHITECTS

RECEIVED

MAY 30 2000

WASHOE COUNTY  
COMMUNITY DEVELOPMENT

Samuel Chacón, P.E. President  
Bryan Sprague, P.E. Vice President  
Brita Tryggvi, AICP Principal  
Melissa J. Lindell, AICP Principal  
Patrick Fritchel, P.E. Principal  
Michael J. Miller, P.L.S. Principal

Project No 88-003.25

May 26, 2000

Mr. Don Young  
Department of Community Development  
P.O. Box 11130  
Reno, NV 89520

**Subject: ArrowCreek (Case No. DA9-1-93)**

Dear Don:

This letter summarizes the modifications we would like to make to the building setbacks listed on page 3-1 of the Development Standards Handbook. We believe there are several benefits associated with the reduced front yard setback. First, the slopes along the back of the lot can be reduced because the house will be moved forward. Second, a larger, usable back yard can be created because of the reduced slope and setback. (Based on the currently approved setbacks, when the house is placed on the lot either the usable back yard area is reduced or the length of the disturbed slope is increased.) And third, typically a more interesting streetscape can be created when the setbacks can be varied and the garage doors are not dominating the view down the street.

- In Phases III and IV, front yard building setbacks may be reduced when the following conditions exist:
  - The street in front of the building is single loaded.
  - Garage doors are not dominating the street. To achieve this objective, several techniques may be employed including side entry garages and pushing other portions of the house forward and the garage back.
  - The driveway length will be sufficient for two cars.
- Reductions in the front yard setbacks shall apply as follows:
  - Lot size: 12,000 - <21,780 square feet  
The front yard setback may be reduced to 10 feet; however, no more than two homes with a 10-foot setback can be constructed in a row. Side entry garages are desirable but not required.

- Lot size: 21,780 - <43,560 square feet  
The front yard setback may be reduced to 10 feet; however, two homes with a 10-foot setback cannot be constructed next to one another. Side entry garages are required.

As you know, it was anticipated that the Development Agreement would periodically need to be amended and updated, and we provided examples of modifications that would be considered to be in substantial compliance with the overall character and design of the project. Such modifications can be approved by staff. Modifications to the building setbacks were among the changes that were considered to be in substantial compliance with the overall character of the project.

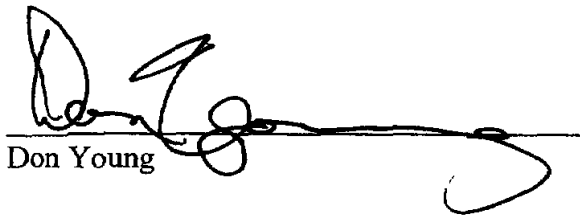
If you are in agreement with the preceding statements, please acknowledge by signing in the space provided. If you have any questions or need additional information, please call me.

Sincerely,



Brita Tryggvi, AICP  
Vice President

pc: Dean Menante, Southwest Pointe Associates  
Rich Baines, Southwest Pointe Associates

  
Don Young

6/2/00  
Date



PLANNERS • ENGINEERS • SURVEYORS  
LANDSCAPE ARCHITECTS

Samuel Chacón, P.E. President  
Bryan Sprague, P.E. Vice President  
Brita Tryggvi, AICP Principal  
Melissa J. Lindell, AICP Principal  
Patrick Fritchel, P.E. Principal  
Michael J. Miller, P.L.S. Principal

RECEIVED  
MAY 19 2000  
OFFICE OF  
WASHOE COUNTY ENGINEER

Revised May 17, 2000  
April 25, 2000  
Project No. 88-003.96

Mr. Don Young  
Department of Community Development  
P.O. Box 11130  
Reno, NV 89520

Ms. Kris Klein, P.E.  
Washoe County Engineering  
P.O. Box 11130  
Reno, NV 89520

**RE: COMMON DRIVEWAY STANDARDS FOR TWO LOTS  
AMENDMENT TO ARROWCREEK DESIGN STANDARDS**

Dear Don and Kris:

This letter summarizes the modifications we would like to make to Condition #22(a). Deletions are ~~struck through~~ and additions are in ***bold and italic***.

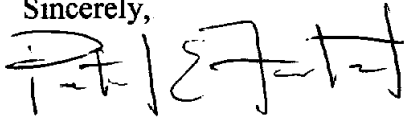
22. The following roadway sections shall be applicable to the public and private on site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.
- a1. Private Common Driveways – Serving 3 to 4 or less lots, pavement width 20 feet; serving 5 or more lots, pavement width 22 feet; no parking either side. Curb returns shall have a minimum face of curb radius of 20 feet on local streets and 25 feet on collector streets. Private common driveway locations will be shown on all tentative maps. Private common driveways will line up with proposed street intersections where possible and will comply with street intersection offset requirements. Single lot driveway access will not be allowed onto streets on which the average daily traffic exceeds 2000 trips. (Refer to street sections.)
- a2. Private Common Driveways – Serving 2 lots, pavement width 16 feet; no parking either side. Apron flares per ITE standards. Access over the roll curb will be

*permitted. Common driveways will not be permitted on collectors with traffic over 1000 ADT. The common driveway, trash pads, and utility service extensions under or near the driveway will be constructed by the developer. Use by the lot owners will be insured by CC&R's or deed restriction. Maintenance will be performed jointly by the individual lot owners. (Refer to Figures 1 and 2.)*

The proposed road section was approved by Rich Riolo at the Nevada Division of Forestry. (See attached letter.) The purpose of this modification is to limit the amount of land disturbance on large lots where both grade and length of driveway are extensive.

If you are in agreement with the preceding modifications, please acknowledge by signing in the space provided. If you have any questions or need additional information, please contact me.

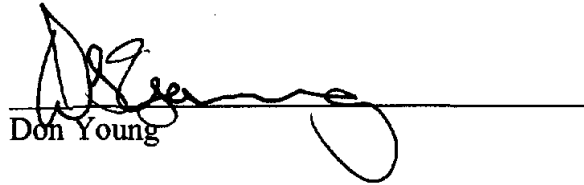
Sincerely,



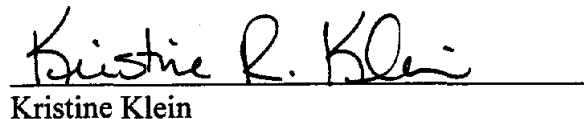
Patrick E. Fritchel, P.E.  
Principal

Attachments

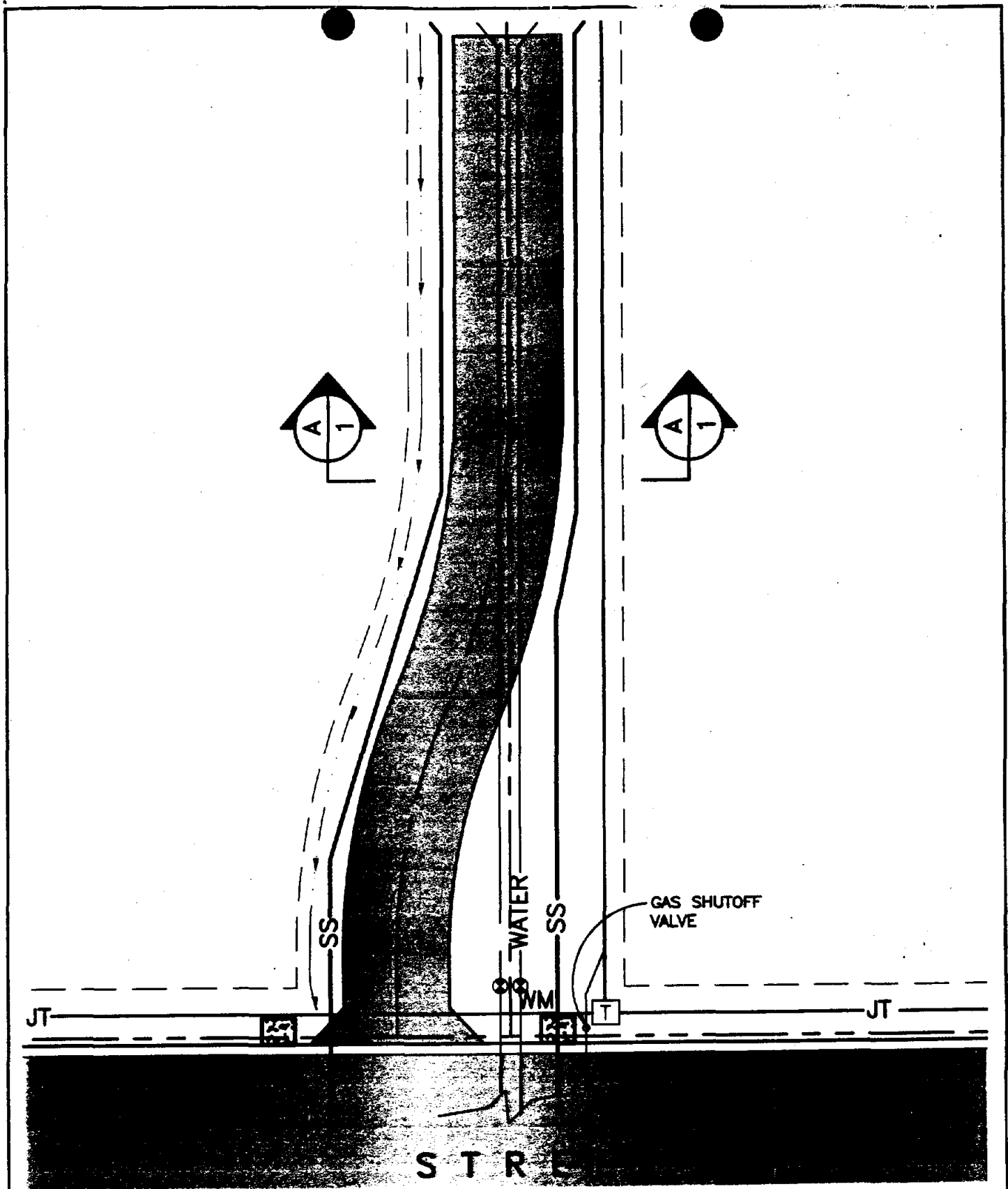
cc: George Smith, ArrowCreek

  
Don Young

5/22/00  
Date

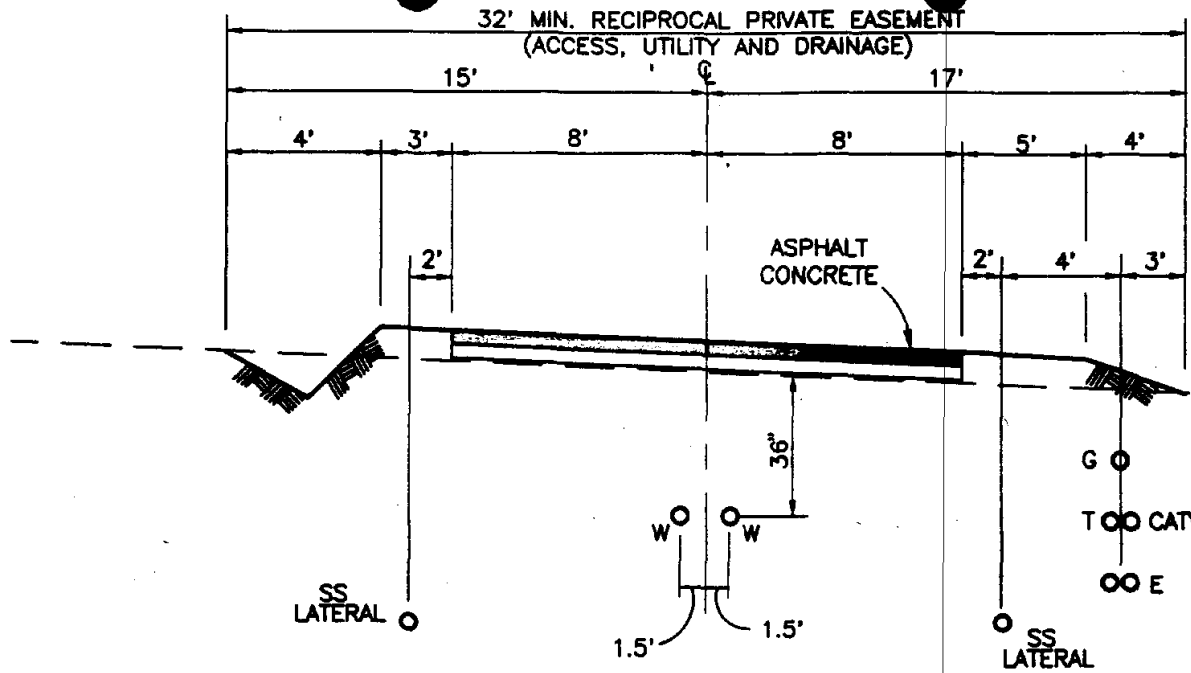
  
Kristine Klein

5/22/00  
Date

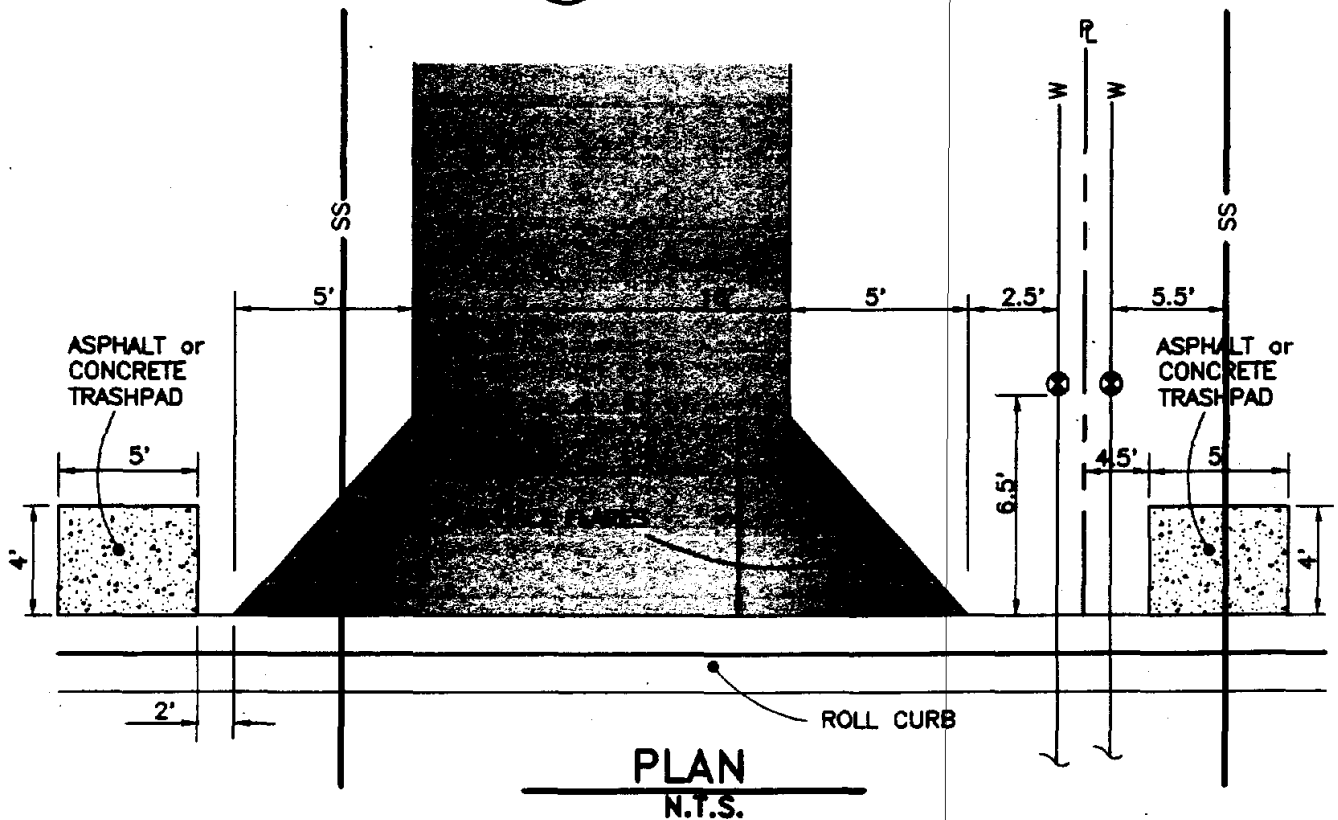


ARROWCREEK  
 COMMON DRIVE, 2 LOTS  
 WASHOE COUNTY NEVADA

FIGURE  
 1  
 REVISED  
 5/2/00



**A** SECTION  
1 N.T.S.



PLAN  
N.T.S.

**CFA**

ARROWCREEK  
COMMON DRIVE, 2 LOTS  
WASHOE COUNTY  
NEVADA

FIGURE  
2  
REVISED  
5/2/00



RICH HARVEY  
Chief  
Ext. 222

MIKE RECTOR  
Battalion Chief  
Ext. 238

JOE REINHARDT  
Battalion Chief  
Ext. 240

RICH RIOLO  
Fire Prevention  
Ext. 227

STATE OF NEVADA

NEVADA DIVISION OF FORESTRY  
WESTERN REGION

SIERRA FOREST FIRE PROTECTION DISTRICT

885 Eastlake Boulevard

Carson City, Nevada 89704-9167

(775) 849-2500 • Fax (775) 849-2391

DAN HOLBROOK  
Deputy Chief  
Ext. 224

JOHN BELLONA  
Battalion Chief  
Ext. 239

MILT HENDRICKSON  
Battalion Chief  
Ext. 244

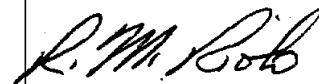
RAY PAGNI  
Fire Prevention  
Ext. 226

March 14, 2000

CFA Engineers  
Attn: Alan Reich  
1150 Corporate Blvd.  
Reno, Nevada 89502

Re: Arrowcreek Unit 22 Common Driveway

The Sierra Fire Protection District Prevention Bureau has reviewed the plans for a common driveway in unit 22. This office has no objections.

  
R.M. (Rich) RioLo  
Captain F.P.B.



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LANDSCAPE ARCHITECTS

RECEIVED

MAY 19 2000

OFFICE OF  
WASHOE COUNTY ENGINEER

Samuel Chacón, P.E. President  
Bryan Sprague, P.E. Vice President  
Brita Tryggvi, AICP Principal  
Melissa J. Lindell, AICP Principal  
Patrick Fritchel, P.E. Principal  
Michael J. Miller, P.L.S. Principal

Project No 88-003.25  
April 10, 2000  
Revised May 12, 2000

Mr. Don Young  
Department of Community Development  
P.O. Box 11130  
Reno, NV 89520

Ms. Kristine Klein  
Department of Public Works, Engineering Division  
P.O. Box 11130  
Reno, NV 89520

**Subject: ArrowCreek (Case No. DA9-1-93)**

Dear Don and Kris:

This letter summarizes the modifications to Condition #22(e), which we discussed at our meeting on April 7<sup>th</sup>. Deletions are ~~struck through~~ and additions are in **bold and italic**.

22. The following roadway sections shall be applicable to the public and private on site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.

- e. Collector Private – ~~60~~ **29** foot minimum ROW (2000 ADT to 8000 ADT); minimum 24-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter ~~or County Engineer approved concrete header with roadside ditch both sides (developer's discretion)~~; no parking on either side. A minimum 8-foot path on ~~both sides~~ **one side** of the street, **separated from the roadway improvements, or a minimum 5-foot path on both sides of the street constructed** of asphalt or decomposed will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this

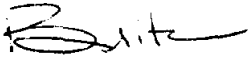


condition. No residential driveway access will be allowed. Access for private common driveways will be allowed. (Refer to street sections.)

As you know, it was anticipated that the Development Agreement would periodically need to be amended and updated, and we provided examples of modifications that would be considered to be in substantial compliance with the overall character and design of the project. Such modifications can be approved by staff. Modifications to the street standards were among the changes that were considered to be in substantial compliance with the overall character of the project.

If you are in agreement with the preceding statements, please acknowledge by signing in the space provided. If you have any questions or need additional information, please contact Pat Fritchel or me.

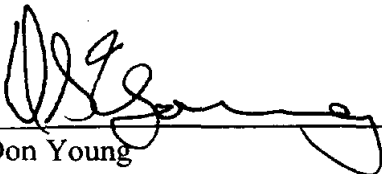
Sincerely,



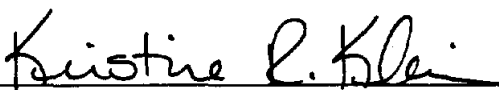
Brita Tryggvi, AICP  
Vice President

Attachment

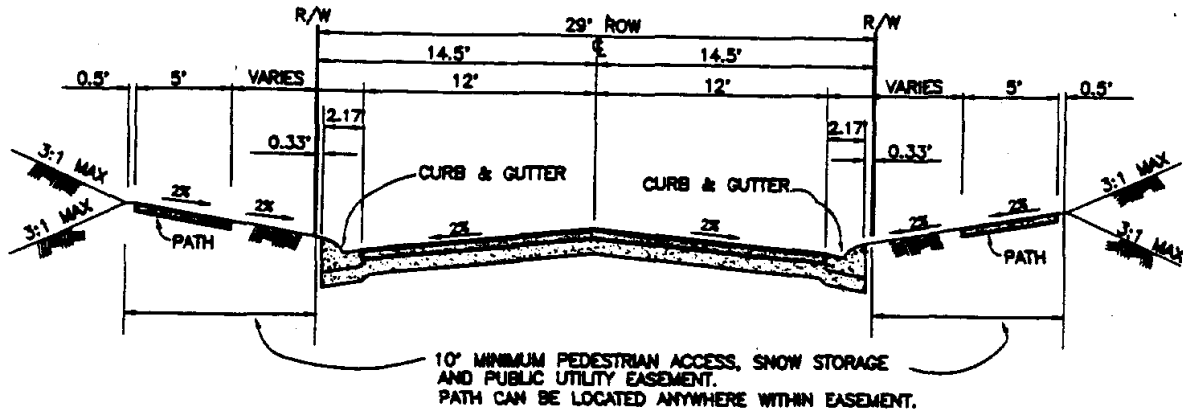
pc: Dean Menate, Southwest Pointe Associates  
George Smith, Southwest Pointe Associates

  
\_\_\_\_\_  
Don Young

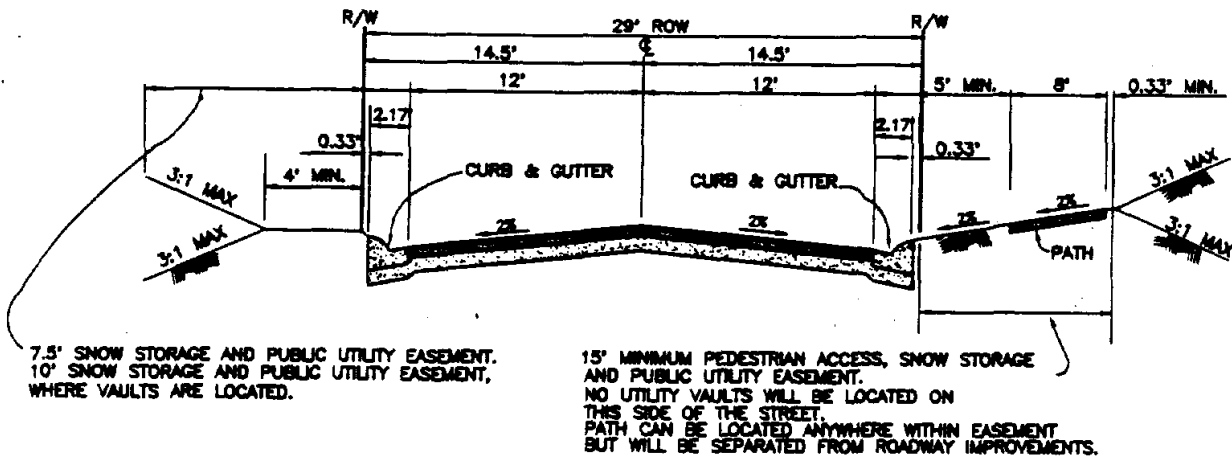
5/22/00  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kristine Klein

5/22/00  
\_\_\_\_\_  
Date



**TYPICAL SECTION - OPTION ONE**  
**29' ROW (COLLECTOR PRIVATE, ADT=2,000 TO 8,000)**



**TYPICAL SECTION - OPTION TWO**  
**29' ROW (COLLECTOR PRIVATE, ADT=2,000 TO 8,000)**

**CFA**

**PRIVATE COLLECTOR  
SECTION DETAIL**

**ARROWCREEK DESIGN STANDARDS & NOTEBOOK**

**FIG 2-11  
MODIFICATION  
5/10/00**



PLANNERS • ENGINEERS • SURVEYORS  
LANDSCAPE ARCHITECTS

Samuel Chacón, P.E. President  
Bryan Sprague, P.E. Vice President  
Brita Tryggvi, AICP Principal  
Melissa J. Lindell, AICP Principal  
Patrick Fritchel, P.E. Principal  
Michael J. Miller, P.L.S. Principal

April 25, 2000

Project No. 88-003.96

Mr. Don Young  
Washoe County Engineering  
P.O. Box 11130  
Reno, NV 89520

Ms. Kris Klein, P.E.  
Washoe County Engineering  
P.O. Box 11130  
Reno, NV 89520

**RE: COMMON DRIVEWAY STANDARDS FOR TWO LOTS  
AMENDMENT TO ARROWCREEK DESIGN STANDARDS**

Dear Don and Kris:

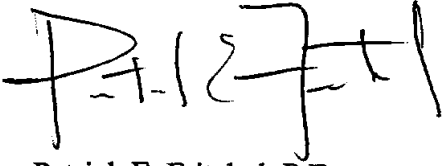
We are submitting our request to modify the standards for common driveways serving two lots (see figures 1 and 2). The road section as shown was approved by Rich Riolo, NDF (see attached letter). The purpose of this modification is to limit the amount of land disturbance on large lots where both grade and length of driveway are extensive.

The common driveway and utility service extensions under or near the driveway will be constructed by the developer. Use of the common driveway by the lot owners will be insured by CC&R's or deed restriction. Maintenance of the common driveway will be performed jointly by the individual lot owners.

Common driveways will have apron flares per ITE standards. Access over the roll curb will be permitted. Common driveways will not be permitted on collectors with traffic over 1000 ADT.

Please review and, if acceptable, sign below. Your response by 5/2/00 would be greatly appreciated

Sincerely,

A handwritten signature in black ink, appearing to read "P. E. Fritchel". The signature is stylized with a large initial "P" and "F".

Patrick E. Fritchel, P.E.

Principal

Attachments

cc: George Smith, ArrowCreek

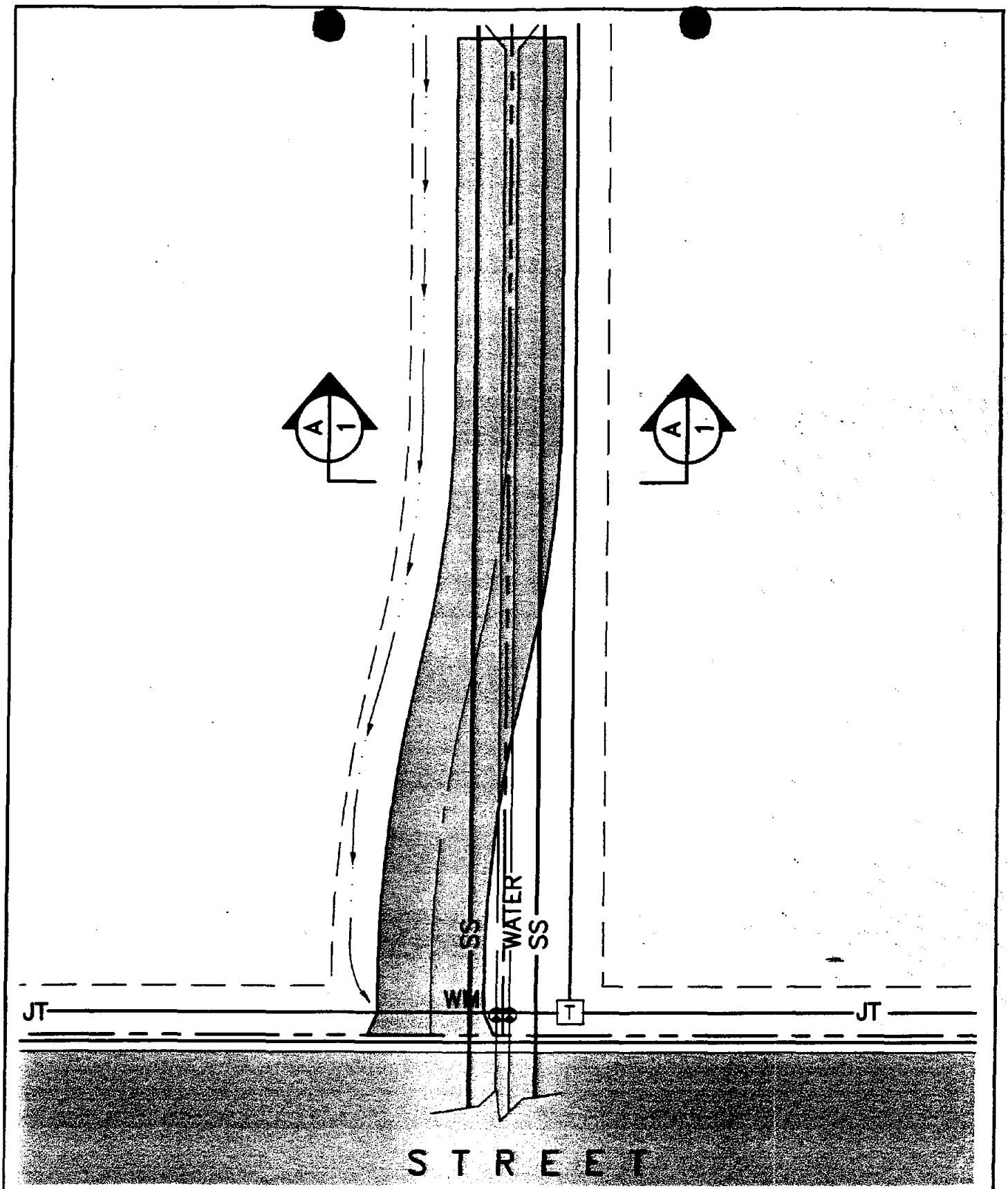
Accepted by Washoe County Engineering:

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Kris Klein, P.E.

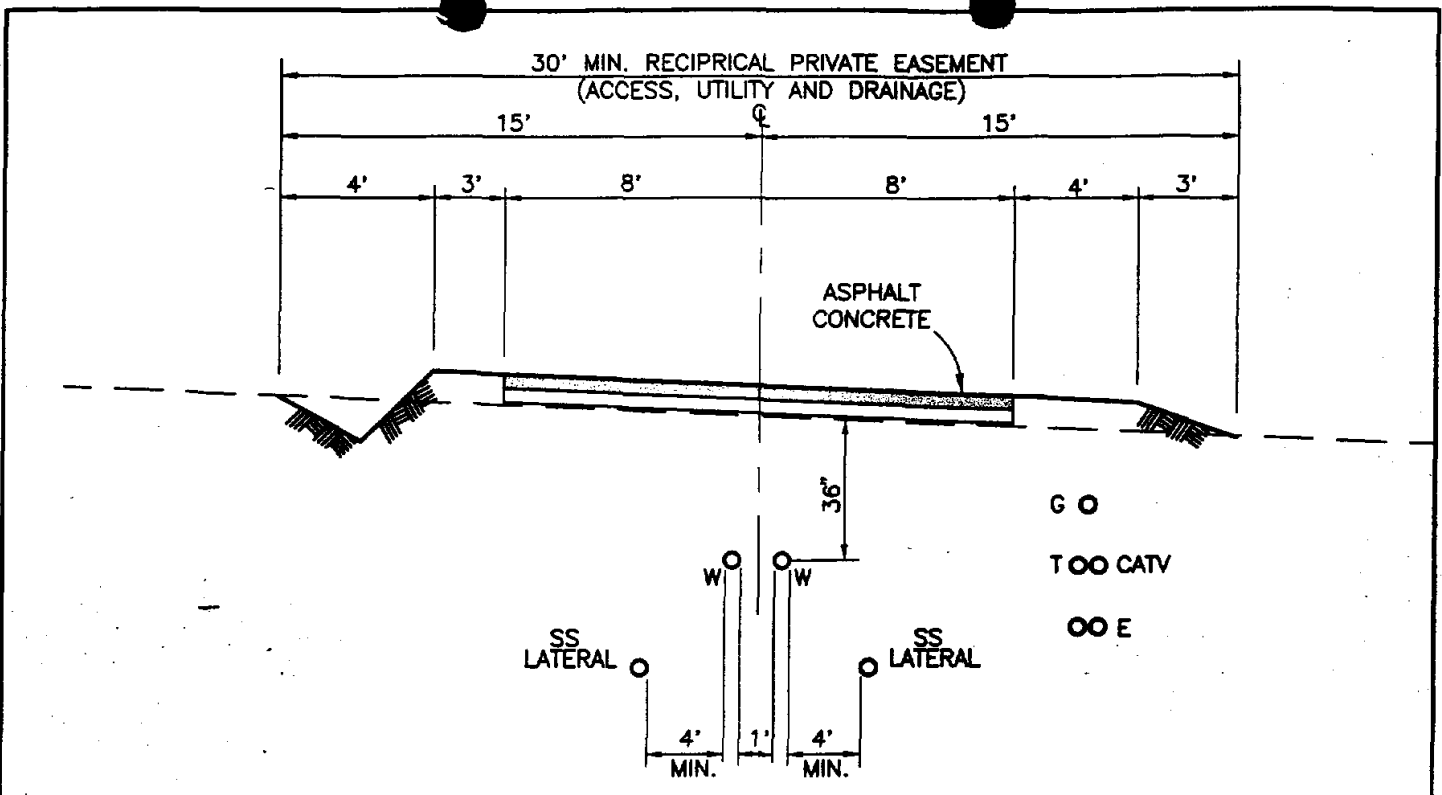
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Don Young

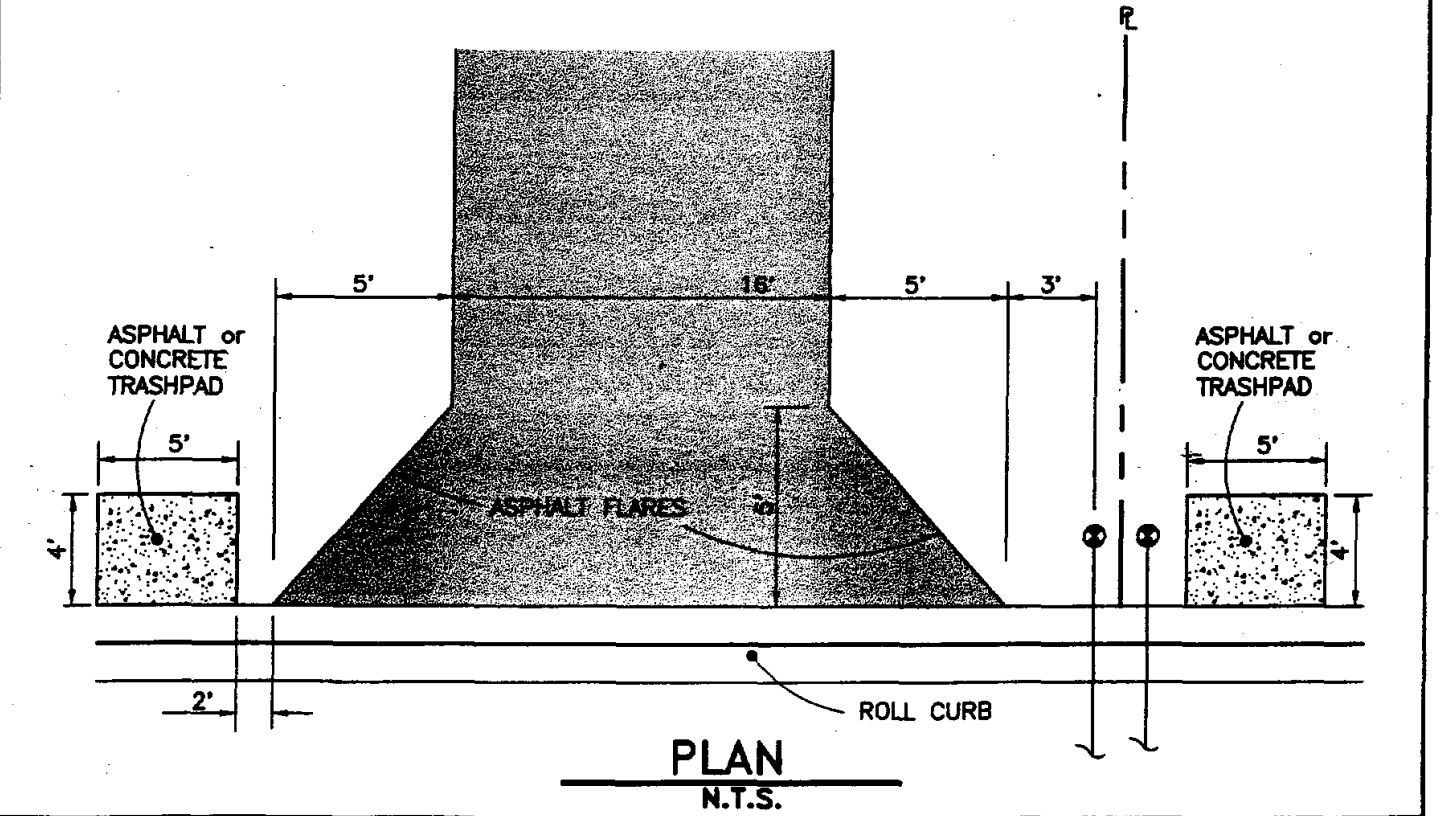


ARROWCREEK  
 COMMON DRIVE, 2 LOTS  
 WASHOE COUNTY NEVADA

FIGURE  
 1  
 4/25/00



**A**  
**1** SECTION  
N.T.S.



	<p>ARROWCREEK COMMON DRIVE, 2 LOTS WASHOE COUNTY NEVADA</p>	<p>FIGURE 2 4/25/00</p>
--	---	---------------------------------



PLANNERS • ENGINEERS • SURVEYORS  
LANDSCAPE ARCHITECTS

Samuel Chacón, P.E. President  
Bryan Sprague, P.E. Vice President  
Brita Tryggvi, AICP Principal  
Melissa J. Lindell, AICP Principal  
Patrick Fritchel, P.E. Principal  
Michael J. Miller, P.L.S. Principal

Project No 88-003.25  
April 10, 2000

Mr. Don Young  
Department of Community Development  
P.O. Box 11130  
Reno, NV 89520

Ms. Kristine Klein  
Department of Public Works, Engineering Division  
P.O. Box 11130  
Reno, NV 89520

**Subject: ArrowCreek (Case No. DA9-1-93)**

Dear Don and Kris:

This letter summarizes the modifications to Condition #22(e), which we discussed at our meeting on April 7<sup>th</sup>. Deletions are ~~struck through~~ and additions are in ***bold and italic***.

22. The following roadway sections shall be applicable to the public and private on site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.

- e. Collector Private – ~~60~~ ***29*** foot minimum ROW (2000 ADT to 8000 ADT): minimum 24-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter ~~or County Engineer approved concrete header with roadside ditch both sides (developer's discretion)~~; no parking on either side. A minimum 8-foot path on ~~both sides~~ ***one side*** of the street ***or a minimum 5-foot path on both sides of the street constructed*** of asphalt or decomposed granite will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. No residential driveway access will be allowed. Access for private common driveways will be allowed.

APN 152-010-27  
ArrowCreek Phase III

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between HELEN JEANE JONES, KENNETH G. WALKER and GERALD C. SMITH, as trustees under the provisions of that certain NELL J. REDFIELD Revocable Trust Agreement dated May 21, 1980, Party of the first part, hereinafter referred to as "Grantor" and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, Party of the second part, hereinafter referred to as "Grantee";

WITNESSETH

*permanent and right-of-way*

That the Grantor, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States of America, to him in hand paid by the Grantee, and other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto Grantee, its successors and assigns, a non-exclusive easement for waterline and sanitary sewer facilities upon, over, across, through the land herein described, together with the perpetual right to enter upon said land to construct, reconstruct, maintain and repair said facilities and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said facilities over, across, and through a parcel of land located in the County of Washoe, State of Nevada, as described on the attached EXHIBIT "A".

This is a non-exclusive Grant of Easement and to the extent that other uses do not interfere with the use of said easement by Grantee as permitted herein, Grantor, his/her/their/its successors and assigns, shall be permitted to use the same for any purpose they may desire.

The covenants and agreements herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

HELEN JEANE JONES, KENNETH G. WALKER and GERALD C. SMITH, as trustees under the provisions of that certain NELL J. REDFIELD Revocable Trust Agreement dated May 21, 1980.

By: \_\_\_\_\_  
Helen Jeane Jones, Trustee

By: \_\_\_\_\_  
Gerald C. Smith, Trustee

TO HAVE AND TO HOLD, said easement and right-of-way unto the Grantee and unto its successors and assigns forever.



STATE OF NEVADA )  
 )SS  
COUNTY OF WASHOE )

This instrument was acknowledged before me on \_\_\_\_\_, 200\_\_, by Helen Jeane Jones and Gerald C. Smith, as trustees under the provisions of that certain NELL J. REDFIELD Revocable Trust Agreement dated May 21, 1980.

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

County of Washoe, by and through the  
Community Development Director

\_\_\_\_\_  
Robert W. Sellman  
Community Development Director

- Contact Don Young @ Community Development regarding who will sign easement for the County (R. Sellman or County Commissioners). We have forwarded a copy of the easement to Don.

When recorded, return to:  
Washoe County ~~Engineering Division~~  
P. O. Box 11130  
Reno, NV 89520

Utility Services Division

## EXHIBIT "A"

## DESCRIPTION

Easements situate within the Sections 22, 23 and 27, T18N, R19E, MDM; and being a portion of Parcel 4F of Survey Map 3653, recorded August 30, 1999, as Document No. 2375670, Official Records of Washoe County, Nevada; more particularly described as follows:

Easement 1:

An easement, twenty-nine (29) feet in width, the centerline of which is more particularly described as follows:

Beginning at the southerly terminus of the centerline of High Vista Drive, as shown on the plat of Arrowcreek Subdivision, Unit 3, recorded March 20, 1998, as Document No. 2190970, Official Records of Washoe County, Nevada;

thence S 25°05'59" W, 100.00 feet;

thence along the arc of a 300.00 foot radius curve to the right through a central angle of 136°56'43" a distance of 717.04 feet;

thence N 17°57'18" W, 276.71 feet;

thence along the arc of a 300.00 foot radius curve to the left through a central angle of 54°48'15" a distance of 286.95 feet;

thence N 72°45'33" W, 41.81 feet to a point on the east line of Parcel 1B of Survey Map 3294, as shown on the plat thereof, recorded August 26, 1997, as Document No. 2128435, Official Records of Washoe County, Nevada, the point of ending.

The sidelines of said easement are to be shortened or extended as to terminate on the property line of the grantor.

Easement 2:

An easement, varying in width, more particularly described as follows:

Commencing at the point of ending of Easement 1, as previously described;

thence N 72°45'33" W, 59.58 feet;

thence along the arc of a 300.00 foot radius curve to the right through a central angle of 28°17'43" a distance of 148.15 feet;

thence N 44°27'50" W, 267.70 feet;

thence along the arc of a 300.00 foot radius curve to the left through a central angle of 44°42'15" a distance of 234.07 feet to a point on the westerly line of said Parcel 1B, the Point of Beginning;

thence along said west line of Parcel 1B, S 18°19'10" W, 15.24 feet;

thence along the arc of a non-tangent 285.50 foot radius curve to the left from a tangent bearing S 89°54'46" W through a central angle of 49°14'33" a distance of 245.37 feet;

thence S 40°40'13" W, 163.15 feet;

thence along the arc of a 885.50 foot radius curve to the left through a central angle of 11°08'51" a distance of 172.28 feet;

thence S 29°31'23" W, 181.38 feet;

thence along the arc of a 685.50 foot radius curve to the left through a central angle of 11°39'29" a distance of 139.48 feet;

thence S 17°51'54" W, 894.37 feet;

thence along the arc of a 1164.50 foot radius curve to the right through a central angle of 08°38'17" a distance of 175.56 feet;

thence S 26°30'10" W, 605.56 feet;  
 thence along the arc of a 1585.50 foot radius curve to the left through a central angle of 15°19'06" a distance of 423.89 feet;  
 thence S 13°42'51" W, 19.85 feet;  
 thence along the arc of a non-tangent 1586.50 foot radius curve to the left from a tangent bearing S 10°28'06" W through a central angle of 04°30'38" a distance of 124.90 feet;  
 thence S 05°57'28" W, 122.37 feet;  
 thence along the arc of a 288.50 foot radius curve to the right through a central angle of 00°43'44" a distance of 3.67 feet to a point on the northerly line of Parcel 3A of Survey Map 3536, as shown on the plat thereof, recorded December 21, 1998, as Document No. 2287852, Official Records of Washoe County, Nevada;  
 thence along said northerly line N 68°39'35" W, 13.98 feet to its intersection with the centerline of this easement; said point designated as Point "A";  
 thence continuing along said northerly line N 68°39'35" W, 14.00 feet;  
 thence N 05°57'28" E, 118.62 feet;  
 thence along the arc of a 1613.50 foot radius curve to the right through a central angle of 04°30'38" a distance of 127.02 feet;  
 thence N 07°59'20" E, 20.20 feet;  
 thence along the arc of a non-tangent 1614.50 foot radius curve to the right from a tangent bearing N 11°11'05" E through a central angle of 15°19'06" a distance of 431.64 feet;  
 thence N 26°30'10" E, 605.56 feet;  
 thence along the arc of a 1135.50 foot radius curve to the left through a central angle of 08°38'17" a distance of 171.19 feet;  
 thence N 17°51'54" E, 894.37 feet;  
 thence along the arc of a 714.50 foot radius curve to the right through a central angle of 11°39'29" a distance of 145.38 feet;  
 thence N 29°31'23" E, 181.38 feet;  
 thence along the arc of a 914.50 foot radius curve to the right through a central angle of 11°08'51" a distance of 177.92 feet;  
 thence N 40°40'13" E, 163.15 feet;  
 thence along the arc of a 314.50 foot radius curve to the right through a central angle of 50°59'31" a distance of 279.90 feet to a point on the said westerly line of said Parcel 1B;  
 thence along said westerly line, S 18°19'10" W, 15.17 feet to the point of beginning.

**Easement 3:**

An easement, twenty-seven (27) feet in width, the centerline of which is more particularly described as follows:

Commencing at the Point "A" as previously described in Easement 2;

thence S 05°57'28" W, 0.04 feet;

thence along the arc of a 275.00 foot radius curve to the right through a central angle of 27°20'56" a distance of 131.26 feet;

thence S 33°18'24" W, 273.76 feet;

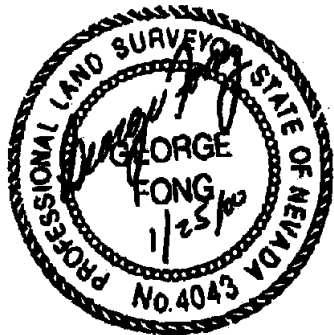
thence along the arc of a 972.85 foot radius curve to the left through a central angle of 07°17'48" a distance of 123.89 feet to the Point of Beginning;

thence S 26°00'36" W, 375.18 feet;

thence along the arc of a 300.00 foot radius curve to the right through a central angle of 53°56'48" a distance of 282.46 feet;

thence S 79°57'24" W, 171.52 feet;  
thence along the arc of a 200.00 foot radius curve to the left through a central angle of 64°34'43"  
a distance of 225.42 feet;  
thence S 15°22'41" W, 99.47 feet;  
thence along the arc of a 400.00 foot radius curve to the right through a central angle of  
15°56'14" a distance of 111.26 feet to the point of ending.  
The sidelines of said easement are to be shortened or extended as to terminate on the property  
line of the grantor.

Basis of bearings is Nevada State Plane Coordinate System, West Zone Grid, NAD83, per  
Survey Map 3653.



**PRELIMINARY**

Copy

APN 152-230-01  
Arrowcreek Unit 11

**COPY** - has not been compared  
with the Original Document - WCR

**GRANT OF EASEMENT**

THIS GRANT OF EASEMENT, made this 4<sup>th</sup> day of January, 2000, between SOUTHWEST POINTE ASSOCIATES, L.L.C., a Nevada limited liability company, Party of the first part, hereinafter referred to as "Grantor" and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, Party of the second part, hereinafter referred to as "Grantee";

**WITNESSETH**

That the Grantor, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States of America, to him in hand paid by the Grantee, and other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto Grantee, its successors and assigns, a permanent easement and right-of-way for emergency ingress and egress, and waterline facilities upon, over, across, through the land herein described, together with the perpetual right to enter upon said land to construct, reconstruct, maintain and repair said facilities and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said facilities over, across, and through a parcel of land located in the County of Washoe, State of Nevada, as described on the attached EXHIBIT "A".

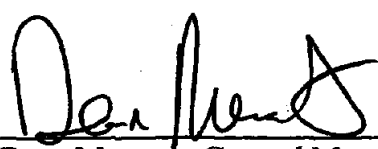
TO HAVE AND TO HOLD, said easement and right-of-way unto the Grantee and unto its successors and assigns forever.

This is a non-exclusive Grant of Easement and to the extent that other uses do not interfere with the use of said easement by Grantee as permitted herein, Grantor, his/her/their/its successors and assigns, shall be permitted to use the same for any purpose they may desire.

The covenants and agreements herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

SOUTHWEST POINTE ASSOCIATES,  
L.L.C., a Nevada limited liability company

By:   
Dean Menante, General Manager

STATE OF NEVADA        )  
                                  )SS  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on January 4, 2000, by Dean Menante, General Manager of Southwest Pointe Associates, L.L.C., a Nevada limited liability company.

Marilyn S. Minke  
NOTARY PUBLIC



Accepted for the  
County of Washoe, by and through the  
Community Development Director

Robert W. Sellman  
Robert W. Sellman  
Community Development Director

When recorded, return to:  
Washoe County Engineering Division  
P. O. Box 11130  
Reno, NV 89520

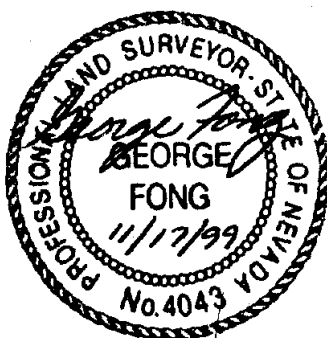
EXHIBIT "A"

DESCRIPTION  
EMERGENCY ACCESS AND WATERLINE EASEMENT

A parcel of land situate within Section 14, T18N, R19E, MDM, Washoe County, Nevada; more particularly described as follows:

Beginning at the southwest corner of Lot 1142 of Arrowcreek Subdivision Unit 11, as shown on the plat thereof, recorded May 21, 1999, as Tract Map 3691, Document No. 2342871, Official Records of Washoe County, Nevada;  
thence N 11°11'31" W, 225.14 feet;  
thence N 10°06'54" W, 76.62 feet;  
thence S 78°48'29" W, 40.60 feet;  
thence along the arc of a 45.00 foot radius curve to the left through a central angle of 170°15'43" a distance of 133.72 feet to a point of reverse curvature;  
thence along the arc of a 25.00 foot radius curve to the right through a central angle of 80°15'43" a distance of 35.02 feet;  
thence S 11°11'31" E, 161.10 feet;  
thence along the arc of a 110.00 foot radius curve to the left through a central angle of 08°47'06" a distance of 16.87 feet;  
thence S 19°58'38" E, 12.76 feet to a point on the northerly line of Socorro Court;  
thence along said northerly line on the arc of a 45.50 foot radius curve to the right from a tangent bearing of N 57°19'36" E through a central angle of 29°11'06" a distance of 23.18 feet to the point of beginning.

Containing 12,362 square feet, more or less.



DOC # 2421471

Conformed Copy

02/10/2000 03:11P Fee:NC  
RPTT 0.00

E BK1  
Requested By WASHOE COUNTY  
Washoe County Recorder  
Kathryn L. Burke - Recorder

**ROBERT M. SADER, LTD.**  
**A PROFESSIONAL LEGAL CORPORATION**  
**462 COURT STREET**  
**RENO, NEVADA 89501-1796**  
**(775) 329-8310**  
**FAX (775) 329-8591**

September 13, 1999

Karen Mullen, Director  
Washoe County Parks Department  
2601 Plumas  
Reno, Nevada 89509

Hand Delivery

Re: ArrowCreek Open Space Documents

Dear Karen:

Enclosed are the deed, restrictive covenant and easement for the second transfer of open space. There are no changes in language on these documents from those previously approved by the District Attorney and the Risk Manager. After execution, the order of recording for these documents is:

1. Restrictive Covenant;
2. Deed; and
3. Easement.

In any event, please supply me conformed copies immediately after recording.

Sincerely,



Robert M. Sader

RMS:mgw

Enclosures

cc: Brita Tryggvi, CFA (w/ enclosures; via fax)  
Don Young (w/ enclosures; via fax)

C:\MGS\SWPOINT\ELr Mullen(J).mgw



1 When Recorded, Return To:  
 2 Southwest Pointe Associates, L.L.C.  
 3 c/o Robert M. Sader, Esq.  
 4 462 Court Street  
 5 Reno, NV 89501

6 APN: \_\_\_\_\_

7 **GRANT, BARGAIN AND SALE DEED**

8 THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1999, by and  
 9 between SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware limited liability company,  
 10 hereinafter referred to as "Transferor"; and the COUNTY OF WASHOE, a political subdivision  
 11 of the State of Nevada, hereinafter referred to as "Transferee".

12 **WITNESSETH:**

13 That the Transferor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money  
 14 of the United States of America, to it in hand paid by Transferee, the receipt whereof is hereby  
 15 acknowledged, does by these presents grant, bargain sell and convey unto the Transferee, its  
 16 successors and assigns forever, all Transferor's right, title and interest in that certain real property  
 17 situate in the County of Washoe, State of Nevada, more particularly described on Exhibit "A",  
 18 attached hereto and incorporated herein.

19 TOGETHER WITH ALL and singular the tenements, hereditaments and appurtenances  
 20 thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, rents,  
 21 issues and profits thereof, except water rights of all kinds, which are reserved to Transferor.


22 TO HAVE AND TO HOLD the said premisses, together with the appurtenances, unto  
 23 Transferee and to its successors and assigns forever.

24 IN WITNESS WHEREOF, the Transferor has executed this indenture the day and year first  
 25 above written.

26 **TRANSFEROR:**

27 SOUTHWEST POINTE ASSOCIATES, L.L.C.,  
 28 a Delaware limited liability company

By:   
 JEFFERY DINGMAN, President

By:   
 DEAN MENANTE, General Manager

E:\sig\SW Pointe\GBS Deed-WC.rnw  
 September 13, 1999

1 **ACCEPTED:**

2 **THE COUNTY OF WASHOE, a**  
3 **political subdivision of the State**  
4 **of Nevada**

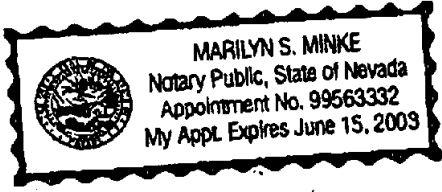
5 By: \_\_\_\_\_  
6 **JIM GALLOWAY, Chairman**  
7 **Board Of County Commissioners**

8 Attest:  
9 **Amy Harvey, County Clerk**

10 By: \_\_\_\_\_  
11 **Deputy Clerk**

12  
13 **STATE OF NEVADA** )  
14 **COUNTY OF WASHOE** ) ss.

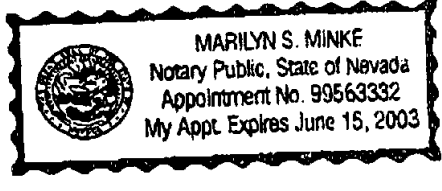
15 This instrument was acknowledged before me on September 16, 1999 by  
16 **JEFFERY DINGMAN** as President of **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware  
limited liability company.



17  
18  
19 NOTARY: Marilyn S. Minke

20  
21 **STATE OF NEVADA** )  
22 **COUNTY OF WASHOE** ) ss.

23 This instrument was acknowledged before me on September 15, 1999 by  
24 **DEAN MENANTE** as General Manager of **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a  
25 Delaware limited liability company.



26  
27 NOTARY: Marilyn S. Minke

28

EXHIBIT "A"

DESCRIPTION

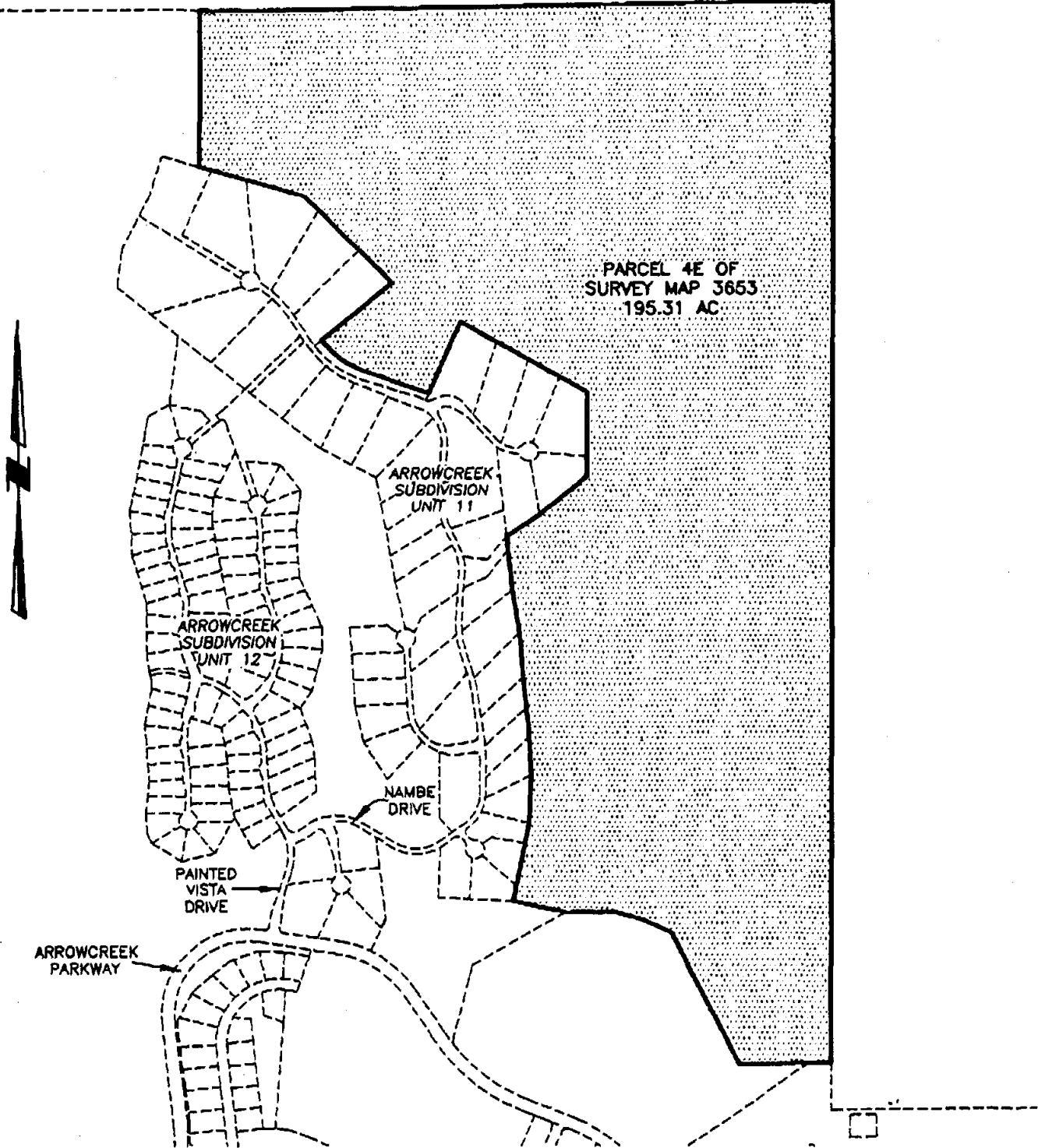
A parcel of land situate within Section 14, T18N, R19E, MDM, Washoe County, Nevada, more particularly described as follows:

Parcel 4E of Survey Map 3653, as shown on the plat thereof, recorded August 30, 1999, as Document No. 2375670, Official Records of Washoe County, Nevada.

Containing 195.31 acres, more or less.



PAGE 1



**EXHIBIT A**  
**OPEN SPACE DEDICATION**

PAGE 2

WHEN RECORDED, RETURN TO:

Southwest Pointe Associates, L.L.C.  
c/o Robert M. Sader, Esq.  
462 Court Street  
Reno, Nevada 89501

APN: \_\_\_\_\_

**EASEMENT FOR DRAINAGE AND UTILITIES**

THIS GRANT OF EASEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1999, by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, hereinafter referred to as "Grantor"; and SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware limited liability company, ARROWCREEK HOMEOWNERS ASSOCIATION, a Nevada nonprofit corporation, and ARROWCREEK GOLF HOLDINGS, L.L.C., a Delaware corporation, hereinafter referred to collectively as "Grantees".

**WITNESSETH:**

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantees a blanket easement for drainage of storm waters, utility facilities (gas, sewer, water, electric, cable TV and telephone) upon, over, across and through the land herein described, including the right of access upon said land for the purpose of construction and maintenance of improvements for said drainage and utility facilities.

The easement hereby granted is situated in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

E:\dgi\SW Pointe\Easement For Drainage.mgw  
September 13, 1999

This is a nonexclusive Grant of Easement and to the extent that other uses do not interfere with the use of said easement by Grantees as permitted herein, Grantor, its successors and assigns, shall be permitted to use the same for any purpose it may desire.

The covenants herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

TO HAVE AND TO HOLD, said easement unto the Grantees and unto their successors and assigns forever.

IN WITNESS WHEREOF, Grantor hereto has executed this Grant of Easement the day and year first above written.

**GRANTOR:**

**COUNTY OF WASHOE, a political  
subdivision of the State of Nevada**

By: \_\_\_\_\_  
JIM GALLOWAY, Chairman  
Board of County Commissioners

Attest:

Amy Harvey, County Clerk

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT "A"

DESCRIPTION

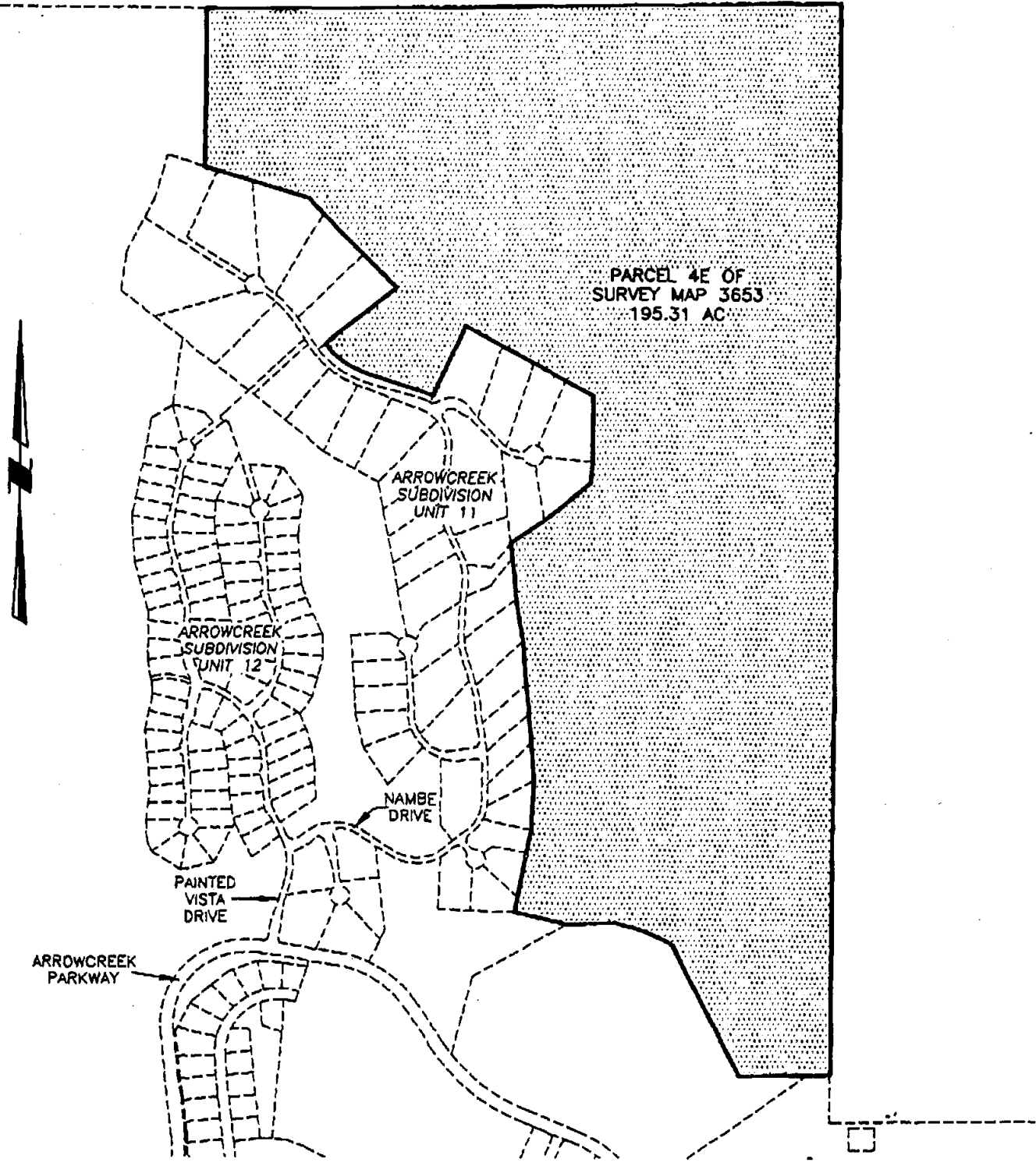
A parcel of land situate within Section 14, T18N, R19E, MDM, Washoe County, Nevada, more particularly described as follows:

Parcel 4E of Survey Map 3653, as shown on the plat thereof, recorded August 30, 1999, as Document No. 2375670, Official Records of Washoe County, Nevada.

Containing 195.31 acres, more or less.



PAGE 1



**EXHIBIT A**  
**OPEN SPACE DEDICATION**

PAGE 2



1 WHEN RECORDED, RETURN TO:

2 Southwest Pointe Associates, L.L.C.  
3 c/o Robert M. Sader  
4 462 Court Street  
5 Reno, NV 89501

6 **RESTRICTIVE COVENANT**

7 THIS RESTRICTIVE COVENANT ("Covenant") is made as of this \_\_\_\_\_ day of  
8 \_\_\_\_\_, 1999, by SOUTHWEST POINT ASSOCIATES, L.L.C., a Delaware  
9 limited liability company ("SPA").

10 **1. GENERAL.**

11 1.1 SPA is the owner and developer of certain real property located in Washoe County,  
12 Nevada known as a portion of ArrowCreek (ArrowCreek is described in Washoe County Case No.  
13 DA9-1-93).

14 1.2 A portion of ArrowCreek owned by SPA is certain land more particularly described  
15 in Exhibit "1", attached hereto and incorporated herein, (the "Restricted Parcel").

16 1.3 SPA intends hereby to restrict any owner's or occupant's right to use all or any portion  
17 of the Restricted Parcel as specified herein.

18 1.4 The covenants and restrictions on the Restricted Parcel specified herein are for the  
19 benefit of SPA personally and for the owners of property in ArrowCreek, as represented by the  
20 ArrowCreek Homeowner's Association, a Nevada nonprofit corporation ("HOA"). The right to  
21 enforce this Restrictive Covenant shall be granted only to SPA or HOA, or a successor by an express  
22 assignment, recorded against Exhibit "1", of SPA's or HOA's rights hereunder.

23 1.5 SPA intends to convey all its right, title and interest in the Restricted Parcel to Washoe  
24 County, a political subdivision of the State of Nevada, ("County"). County agrees, by accepting this  
25 Covenant, to comply with all use restrictions specified herein, as well as other provisions hereof.

26 **2. USE RESTRICTIONS.**

27 2.1 Use of the Restricted Parcel shall be restricted, except as otherwise provided in this  
28 Section 2, to only those uses allowed in the Open Space land use regulatory zone of the Washoe  
County Development Code; provided that no above-ground structures other than those allowed in  
Subsection 2.2 and 2.3 shall be allowed.

2.2 Notwithstanding the foregoing, installation and maintenance of utility facilities and  
access roads thereto necessary for the development of ArrowCreek (e.g., sewer, water, gas,  
telephone, electric, storm drainage, cable TV) and the creation and maintenance of any firebreaks  
required by state or local agencies shall be allowed, as well as any ancillary or associated uses relating  
to ArrowCreek allowed by County.

2.3 Limited use of the Restricted Parcel for two public trails is allowed, Thomas Creek  
Trail and the Mackay/Fair Trail, as delineated on the Washoe County Regional Trail And Park Plan,  
provided the use of each trail is limited to the following activities:

(a) Construction, repair and maintenance of a trail for recreational uses, including,  
but not limited to, public hiking, bicycle riding, jogging, horseback riding and

E:\mg\SW Pointe\Rest Cov(5).mgw  
September 13, 1999

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other pedestrian and equestrian uses. Motorized vehicles of all kinds shall be prohibited and blocked from using the trail, except for County-authorized vehicles used for construction, maintenance or repair of the easement area.

(b) Use of the trail by the general public for recreational purposes, subject to any regulations of public use imposed by County, however, common park facilities shall not be allowed, including, but not limited to, community or neighborhood parks, children's playgrounds, ballfields, tennis courts, basketball courts, group picnic access, swimming pools, and other active recreational uses other than fishing and use of the walking-jogging-equestrian path or trail.

(c) Installation, maintenance and repair of landscaping, benches, turf or gardens, if any.

3. **RESTRICTIONS RUN WITH THE LAND.**

The use restrictions on the Restricted Parcel set forth in this Covenant shall be burdens on the Restricted Parcel and shall run with the land.

4. **SUCCESSORS AND ASSIGNS.**

This Covenant and the restrictions created hereby shall be binding upon any party owning any interest in all or any portion of the Restricted Parcel, its heirs, personal representatives, successors and assigns; provided, however, that if any such party transfers all or any portion of its interest in such Restricted Parcel, such party shall thereupon be released and discharged from any and all obligations as owner in connection with the interest transferred by it arising under this Covenant after the transfer.

5. **INJUNCTIVE OR ENFORCEMENT RELIEF.**

In the event of any violation or threatened violation by any person of any of the restrictions contained in this Covenant, those parties entitled to enforce this Covenant shall have the right to enjoin such violation or threatened violation or otherwise enforce the provisions hereof in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Covenant or provided by law.

6. **MODIFICATION AND TERMINATION.**

This Covenant may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written consent of SPA or HOA, as specified in Subsection 1.4 above, which consent must be recorded in the office of the Recorder of Washoe County.

7. **WAIVER.**

The failure to insist upon strict performance of any of the restrictions or other terms and conditions contained herein shall not be deemed a waiver of any rights or remedies, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions, or other terms and conditions contained herein.

8. **ATTORNEY'S FEES.**

In the event a party entitled to enforce this Covenant initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Covenant, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or

1 proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees  
2 on any appeal).

3 9. SEVERABILITY.

4 If any term or provision of this Covenant or the application of it to any person or circumstance  
5 shall to any extent be invalid or unenforceable, the remainder of this Covenant or the application of  
6 such term or provision to persons or circumstances, other than those as to which it is invalid or  
7 unenforceable, shall not be affected thereby, and each term and provision of this Covenant shall be  
8 valid and shall be enforced to the extent permitted by law.

9 10. CAPTIONS AND HEADINGS.

10 The captions and headings in this Covenant are for reference only and shall not be deemed  
11 to define or limit the scope or intent of any of the terms, covenants, conditions or agreements  
12 contained herein.

13 11. CONSTRUCTION.

14 In construing the provisions of this Covenant and whenever the context so requires, the use  
15 of a gender shall include all other genders, the use of the singular shall include the plural, and the use  
16 of the plural shall include the singular.

17 12. RECORDATION.

18 This Covenant shall be recorded against the Restricted Parcel in the office of the Washoe  
19 County Recorder.

20 EXECUTED as of the day and year first above written.

21 SOUTHWEST POINTE ASSOCIATES,  
22 L.L.C., a Delaware limited liability company

23 By:   
24 JEFFERY E. DINGMAN, President

25 By:   
26 DEAN MENANTE, General Manager

1 **ACCEPTED:**

2 **BOARD OF WASHOE**  
3 **COUNTY COMMISSIONERS**

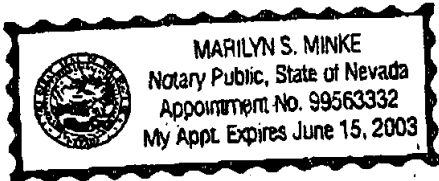
4  
5 By: \_\_\_\_\_  
6 **JIM GALLOWAY, Chairman**

7 **ATTEST:**

8  
9  
10 \_\_\_\_\_  
11 **AMY HARVEY, County Clerk**

12 **STATE OF NEVADA** )  
13 **COUNTY OF WASHOE** ) ss.

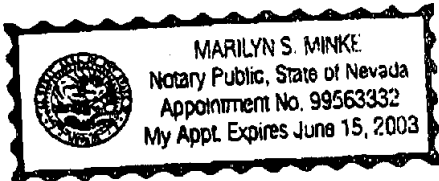
14 This instrument was acknowledged before me on September 11, 1999 by **JEFFERY E. DINGMAN** as President of **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company.



15  
16  
17  
18 NOTARY: Marilyn S. Minke

19  
20  
21 **STATE OF NEVADA** )  
22 **COUNTY OF WASHOE** ) ss.

23 This instrument was acknowledged before me on September 15, 1999 by **DEAN MENANTE** as General Manager of **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company.



24  
25  
26 NOTARY: Marilyn S. Minke



DESCRIPTION

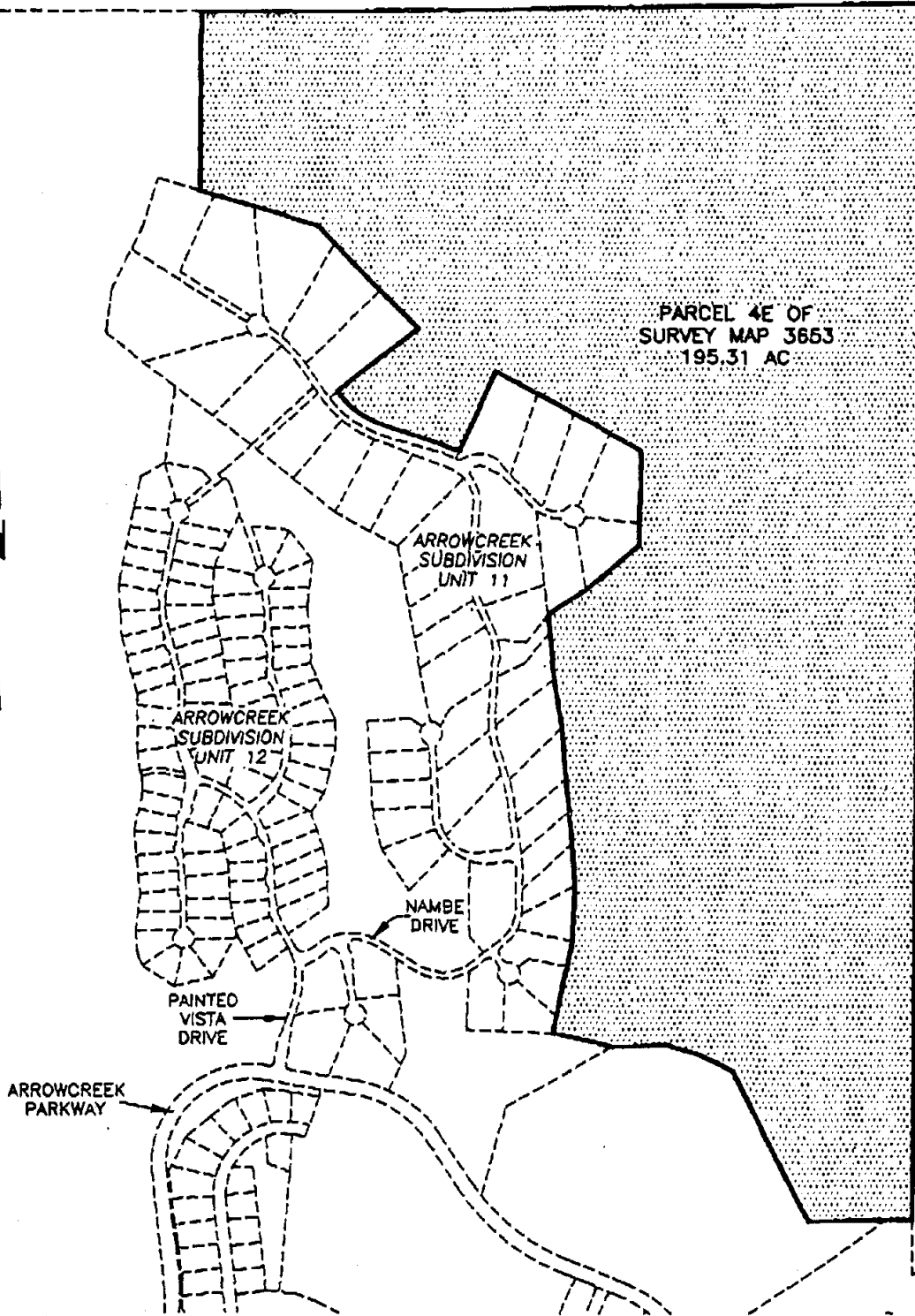
A parcel of land situate within Section 14, T18N, R19E, MDM, Washoe County, Nevada, more particularly described as follows:

Parcel 4E of Survey Map 3653, as shown on the plat thereof, recorded August 30, 1999, as Document No. 2375670, Official Records of Washoe County, Nevada.

Containing 195.31 acres, more or less.



PAGE 1



Blumberg No. 5117

EXHIBIT  
**1**

OPEN SPACE DEDICATION

PAGE 2



PLANNERS • ENGINEERS • SURVEYORS  
LANDSCAPE ARCHITECTS

Samuel Chacón, P.E. President  
Bryan Sprague, P.E. Vice President  
Brita Tryggvi, AICP Principal  
Melissa J. Lindell, AICP Principal  
Patrick Fritchel, P.E. Principal  
Michael J. Miller, P.L.S. Principal

Project No. 88-003.83

June 21, 1999

Mr. Don Young, Planner  
Department of Community Development  
P. O. Box 11130  
Reno, NV 89520

RECEIVED  
JUN 22 1999  
WASHOE COUNTY  
COMMUNITY DEVELOPMENT

**Subject: ArrowCreek Phase II, Unit 13**

Dear Don:

As a follow-up to our meeting last Friday morning, I have enclosed a copy of the 3/17/99 Site Plan for ArrowCreek Phase II and a copy of the proposed layout for Unit 13, which is part of Phase II. The layout for Unit 13 also shows lots that would be subdivided as part of our Phase III tentative map.

The proposed Unit 13 layout is slightly different from the layout shown on the 3/17/99 Site Plan. The difference between the two layouts is that more lots are now being shown on the cul-de-sac. It would be necessary to provide emergency access between Units 13 and 12 and such access is shown on the 3/17/99 Site Plan. Also, the number of lots proposed does not exceed the total number of lots shown on the original tentative map.

You stated that this minor modification would be an administrative change and that I should send Kris Klein and you a letter requesting approval for such a change. This letter is being sent with that purpose. Please discuss this matter with Kris and, if you are both in agreement with the modifications, please sign below.

Sincerely,

Brita Tryggvi, AICP  
Principal

Attachments

\_\_\_\_\_  
Don Young

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kris Klein

\_\_\_\_\_  
Date





Project No 88-003.46

November 3, 1998

First Revision December 10, 1998

Second Revision May 3, 1999

Mr. Don Young
Department of Community Development
P. O. Box 11130
Reno, NV 89520

Ms. Kristine Klein
Department of Public Works, Engineering Division
P. O. Box 11130
Reno, NV 89520

RECEIVED

MAY 5 1999

WASHOE COUNTY
PUBLIC WORKS DEPARTMENT

Subject: ArrowCreek (Case No. DA9-1-93)

Dear Don and Kris:

This letter summarizes the modifications we would like to make to Condition #22. The revised street sections, which are attached, will be used in Units 6 and 8 in Phase I, Phase II, and all subsequent phases. The production builders in Phase I (i.e., Ryder Homes, Silver Star, and New Cities) are using different street sections, which the Washoe County Engineering Division determined to be in compliance with the tentative map conditions. These three builders will continue to use these street sections in their future phases located in Phase I.

22. The following roadway sections shall be applicable to the public and private on site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.

a. Private Common Driveway - No change.

b. Rural Private -

Option 1: 27-foot ROW (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter; no parking either side. When a rural private street provides a connection between neighborhoods, a minimum 4-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations for pedestrian paths can be provided and shown in the

Samuel Chacón, P.E.
President

Bryan Sprague, P.E.
Vice President

Brita Tryggvi, A.I.C.P.
Principal

Melissa J. Lindell, A.I.C.P.
Principal

Patrick Fritchel, P.E.
Principal

Michael J. Miller, P.L.S.
Principal

Pedestrian Circulation Plan. When a connection between neighborhoods is not provided, no paths will be constructed. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

**Option 2:** 24 foot ROW (maximum 200 ADT): minimum 22 foot pavement width; County Engineer-approved concrete header with roadside ditch both sides; no parking either side. When a rural private street provides a connection between neighborhoods, a minimum 4-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations for pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. When a connection between neighborhoods is not provided, no paths will be constructed. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

c. Local Private -

**Option 1:** 27-foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter; no parking either side. A minimum 4-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

**Option 2:** 24-foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; County Engineer-approved concrete header with roadside ditch both sides; no parking either side. A minimum 4-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

d. Collector Private -

**Option 1:** 29-foot minimum ROW (500 to 2000 ADT): minimum 24-foot pavement width; curb and gutter; no parking either side. A minimum 5-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)

Option 2: 26 foot minimum ROW (500 to 2000 ADT): minimum 24-foot pavement width; County Engineer approved concrete header with roadside ditch both sides; no parking either side. A minimum 5-foot asphalt or decomposed granite path on-one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)

- e. Collector Private - No change.
- f. Collector Private - No change.
- g. Minor Arterial, Private - No change.
- h. Minor Arterial, Public - No change.

Additionally, we would like to make one change to Exhibit E in the Development Standards Handbook. On page 2-15, under the heading Street and Median Guidelines, the sixth sentence reads as follows: "The developer is also responsible for installation and maintenance of all median landscaping and all landscaping along the edge of the minor arterial and collector streets." The proposed change would be modified to read: "The developer is responsible for installation and the Homeowners' Association is responsible for maintenance of all common area median landscaping and all common area landscaping along ArrowCreek Parkway." (The CC&Rs address maintenance and correspondence from Bob Sader is attached. Bob's letter addresses maintenance of all landscaping along ArrowCreek Parkway and maintenance of the ditches along rural, local, and collector streets.)

As you know, it was anticipated that the Development Agreement would periodically need to be amended and updated, and we provided examples of modifications that would be considered to be in substantial compliance with the overall character and design of the project. Such modifications can be approved by staff. Modifications to the street standards were among the changes that were considered to be in substantial compliance with the overall character of the project.

If you are in agreement with the preceding statements, please acknowledge by signing in the space provided. If you have any questions or need additional information, please contact me.

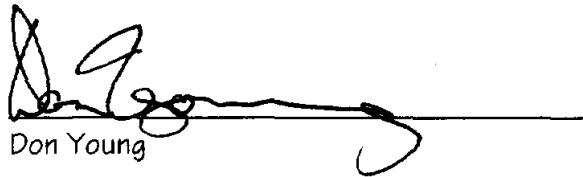
Sincerely,



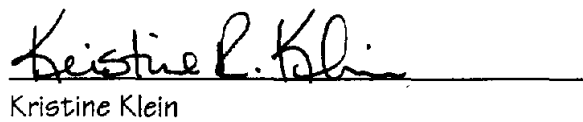
Brita Tryggvi, AICP  
Principal

Attachments

pc: Claudia Troisi, Southwest Pointe Associates  
Bob Sader

  
Don Young

5/5/99  
Date

  
Kristine Klein

5/5/99  
Date

**ROBERT M. SADER, LTD.  
A PROFESSIONAL LEGAL CORPORATION  
462 COURT STREET  
RENO, NEVADA 89501-1796  
(775) 329-8310  
FAX (775) 329-8591**

April 28, 1999

Karen Mullen, Director  
Washoe County Parks Department  
2601 Plumas  
Reno, Nevada 89509

Hand Delivery

Re: ArrowCreek Open Space Documents

Dear Karen:

Enclosed are the deed, restrictive covenant and easement for the first transfer of open space. These documents contain the revisions of John Rhodes. After execution, the order of recording for these documents is:

1. Restrictive Covenant;
2. Deed; and
3. Easement.

You may wish to return these documents to John for recording. In any event, please supply me conformed copies immediately after recording.

Sincerely,



Robert M. Sader

RMS:mgw

Enclosures

cc: Brita Tryggvi, CFA (w/ enclosures; via fax)  
Don Young (w/ enclosures; via fax)

1 WHEN RECORDED, RETURN TO:

2 Southwest Pointe Associates, L.L.C.  
3 c/o Robert M. Sader  
4 462 Court Street  
5 Reno, NV 89501

6 **RESTRICTIVE COVENANT**

7 THIS RESTRICTIVE COVENANT ("Covenant") is made as of this \_\_\_\_\_ day of  
8 \_\_\_\_\_, 1999, by **SOUTHWEST POINT ASSOCIATES, L.L.C.**, a Delaware  
9 limited liability company ("SPA").

10 **1. GENERAL.**

11 1.1 SPA is the owner and developer of certain real property located in Washoe County,  
12 Nevada known as a portion of ArrowCreek (ArrowCreek is described in Washoe County Case No.  
13 DA9-1-93).

14 1.2 A portion of ArrowCreek owned by SPA is certain land more particularly described  
15 in Exhibit "1", attached hereto and incorporated herein, (the "Restricted Parcel").

16 1.3 SPA intends hereby to restrict any owner's or occupant's right to use all or any portion  
17 of the Restricted Parcel as specified herein.

18 1.4 The covenants and restrictions on the Restricted Parcel specified herein are for the  
19 benefit of SPA personally and for the owners of property in ArrowCreek, as represented by the  
20 ArrowCreek Homeowner's Association, a Nevada nonprofit corporation ("HOA"). The right to  
21 enforce this Restrictive Covenant shall be granted only to SPA or HOA, or a successor by an express  
22 assignment, recorded against Exhibit "1", of SPA's or HOA's rights hereunder.

23 1.5 SPA intends to convey all its right, title and interest in the Restricted Parcel to Washoe  
24 County, a political subdivision of the State of Nevada, ("County"). County agrees, by accepting this  
25 Covenant, to comply with all use restrictions specified herein, as well as other provisions hereof.

26 **2. USE RESTRICTIONS.**

27 2.1 Use of the Restricted Parcel shall be restricted, except as otherwise provided in this  
28 Section 2, to only those uses allowed in the Open Space land use regulatory zone of the Washoe  
County Development Code; provided that no above-ground structures other than those allowed in  
Subsection 2.2 and 2.3 shall be allowed.

29 2.2 Notwithstanding the foregoing, installation and maintenance of utility facilities and  
30 access roads thereto necessary for the development of ArrowCreek (e.g., sewer, water, gas,  
31 telephone, electric, storm drainage, cable TV) and the creation and maintenance of any firebreaks  
32 required by state or local agencies shall be allowed, as well as any ancillary or associated uses relating  
33 to ArrowCreek allowed by County.

34 2.3 Limited use of the Restricted Parcel for two public trails is allowed, Thomas Creek  
35 Trail and the Mackay/Fair Trail, as delineated on the Washoe County Regional Trail And Park Plan,  
36 provided the use of each trail is limited to the following activities:

- 37 (a) Construction, repair and maintenance of a trail for recreational uses, including,  
38 but not limited to, public hiking, bicycle riding, jogging, horseback riding and

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April 28, 1999

1 other pedestrian and equestrian uses. Motorized vehicles of all kinds shall be  
2 prohibited and blocked from using the trail, except for County-authorized  
vehicles used for construction, maintenance or repair of the easement area.

3 (b) Use of the trail by the general public for recreational purposes, subject to any  
4 regulations of public use imposed by County, however, common park facilities  
5 shall not be allowed, including, but not limited to, community or  
6 neighborhood parks, children's playgrounds, ballfields, tennis courts,  
basketball courts, group picnic access, swimming pools, and other active  
recreational uses other than fishing and use of the walking-jogging-equestrian  
path or trail.

7 (c) Installation, maintenance and repair of landscaping, benches, turf or gardens,  
8 if any.

9 **3. RESTRICTIONS RUN WITH THE LAND.**

10 The use restrictions on the Restricted Parcel set forth in this Covenant shall be burdens on the  
11 Restricted Parcel and shall run with the land.

12 **4. SUCCESSORS AND ASSIGNS.**

13 This Covenant and the restrictions created hereby shall be binding upon any party owning any  
14 interest in all or any portion of the Restricted Parcel, its heirs, personal representatives, successors  
15 and assigns; provided, however, that if any such party transfers all or any portion of its interest in  
16 such Restricted Parcel, such party shall thereupon be released and discharged from any and all  
17 obligations as owner in connection with the interest transferred by it arising under this Covenant after  
18 the transfer.

19 **5. INJUNCTIVE OR ENFORCEMENT RELIEF.**

20 In the event of any violation or threatened violation by any person of any of the restrictions  
21 contained in this Covenant, those parties entitled to enforce this Covenant shall have the right to  
22 enjoin such violation or threatened violation or otherwise enforce the provisions hereof in a court of  
23 competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in  
24 this Covenant or provided by law.

25 **6. MODIFICATION AND TERMINATION.**

26 This Covenant may not be modified in any respect whatsoever or terminated, in whole or in  
27 part, except with the written consent of SPA or HOA, as specified in Subsection 1.4 above, which  
28 consent must be recorded in the office of the Recorder of Washoe County.

**7. WAIVER.**

The failure to insist upon strict performance of any of the restrictions or other terms and  
conditions contained herein shall not be deemed a waiver of any rights or remedies, and shall not be  
deemed a waiver of any subsequent breach or default in the performance of any of the restrictions,  
or other terms and conditions contained herein.

**8. ATTORNEY'S FEES.**

In the event a party entitled to enforce this Covenant initiates or defends any legal action or  
proceeding to enforce or interpret any of the terms of this Covenant, the prevailing party in any such  
action or proceeding shall be entitled to recover from the losing party in any such action or

1 proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees  
2 on any appeal).

3 9. SEVERABILITY.

4 If any term or provision of this Covenant or the application of it to any person or circumstance  
5 shall to any extent be invalid or unenforceable, the remainder of this Covenant or the application of  
6 such term or provision to persons or circumstances, other than those as to which it is invalid or  
7 unenforceable, shall not be affected thereby, and each term and provision of this Covenant shall be  
8 valid and shall be enforced to the extent permitted by law.

9 10. CAPTIONS AND HEADINGS.

10 The captions and headings in this Covenant are for reference only and shall not be deemed  
11 to define or limit the scope or intent of any of the terms, covenants, conditions or agreements  
12 contained herein.

13 11. CONSTRUCTION.

14 In construing the provisions of this Covenant and whenever the context so requires, the use  
15 of a gender shall include all other genders, the use of the singular shall include the plural, and the use  
16 of the plural shall include the singular.

17 12. RECORDATION.

18 This Covenant shall be recorded against the Restricted Parcel in the office of the Washoe  
19 County Recorder.

20 EXECUTED as of the day and year first above written.

21 **SOUTHWEST POINTE ASSOCIATES,  
22 L.L.C., a Delaware limited liability company**

23 By: \_\_\_\_\_  
24 JEFFERY E. DINGMAN, President

25 By: \_\_\_\_\_  
26 CLAUDIA TROISI, General Manager



1 **ACCEPTED:**

2 **BOARD OF WASHOE**  
3 **COUNTY COMMISSIONERS**

4  
5 By: \_\_\_\_\_  
6 **JAMES GALLOWAY, Chairman**

7 **ATTEST:**

8  
9  
10 \_\_\_\_\_  
11 **AMY HARVEY, County Clerk**

12 STATE OF NEVADA )  
13 ) ss.  
14 COUNTY OF WASHOE )

15 This instrument was acknowledged before me on \_\_\_\_\_, 1999 by JEFFERY E.  
16 DINGMAN as President of SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware limited  
17 liability company.

18 NOTARY: \_\_\_\_\_

19  
20  
21 STATE OF NEVADA )  
22 ) ss.  
23 COUNTY OF WASHOE )

24 This instrument was acknowledged before me on \_\_\_\_\_, 1999 by CLAUDIA  
25 TROISI as General Manager of SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware limited  
26 liability company.

27 NOTARY: \_\_\_\_\_

28

EXHIBIT "A"  
DESCRIPTION

Parcel 1:

A parcel of land situate within Sections 23, 24 and 26, T18N, R19E, MDM, Washoe County, Nevada; more particularly described as follows:

Parcel A of Arrowcreek Subdivision, Unit 1, as shown on the plat thereof, recorded October 17, 1997, as Tract Map 3461, Document No. 2145697, Official Records of Washoe County, Nevada.

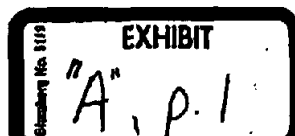
Containing 13.01 acres, more or less.

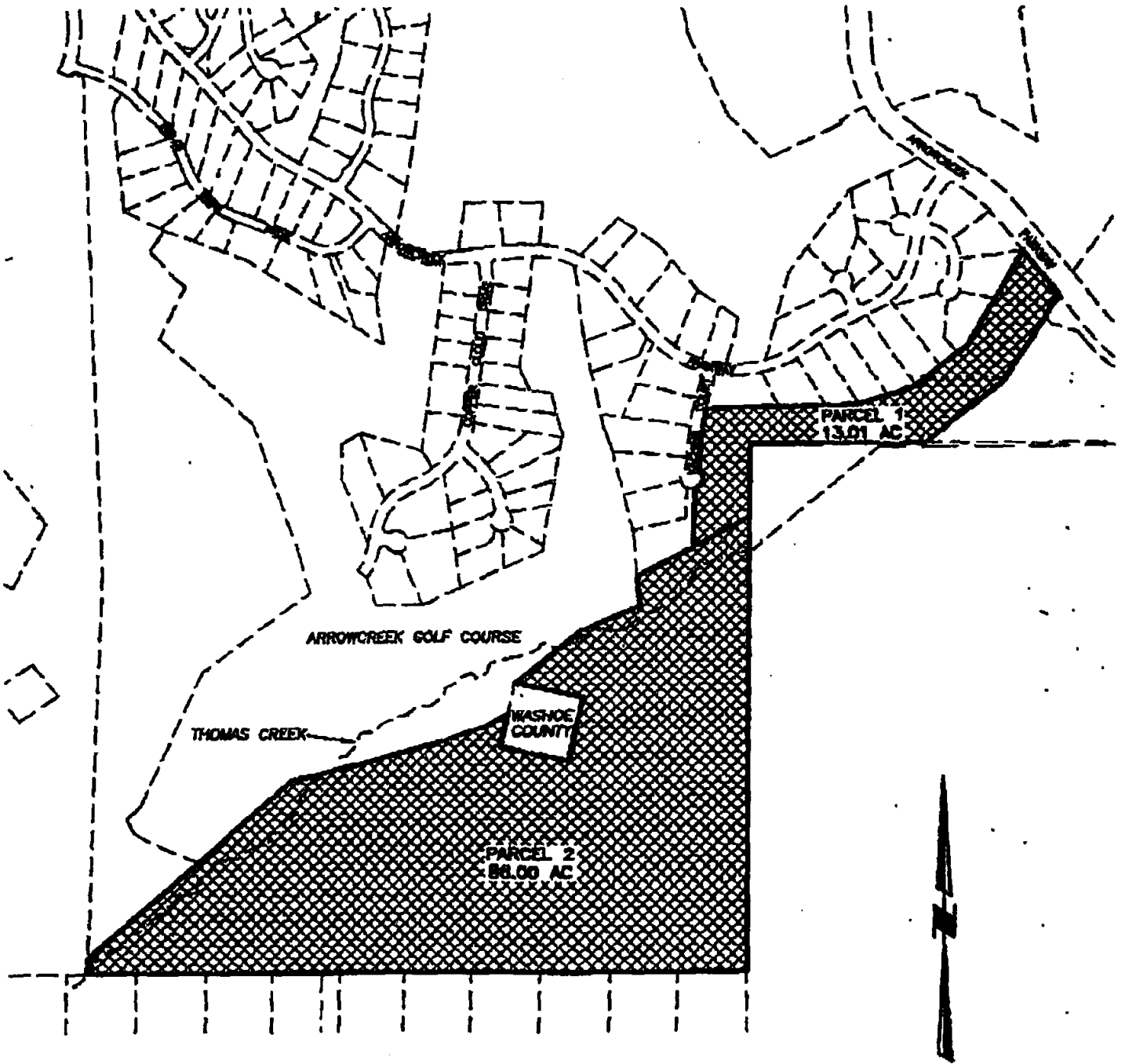
Parcel 2:

A parcel of land situate within the north one-half of Section 26, T18N, R19E, MDM, Washoe County, Nevada, being a portion of Parcel 4 of Parcel Map 3301, as shown on the plat thereof, recorded February 27, 1998, as Document No. 2183717, Official Records of Washoe County, Nevada; more particularly described as follows:

Commencing at the northeast corner of said Section 26;  
thence along the east line of said Section 26, S 00°41'04" W, 362.35 feet to the POINT OF BEGINNING;  
thence along the boundary line of said Parcel 4 the following twelve (12) courses and distances:  
S 61°56'16" W, 620.58 feet;  
S 04°56'53" E, 145.42 feet;  
S 66°19'53" W, 311.03 feet;  
S 49°29'09" W, 415.08 feet;  
S 77°46'57" E, 330.00 feet;  
S 12°13'03" W, 330.00 feet;  
N 77°46'57" W, 330.00 feet;  
N 12°13'03" E, 172.70 feet;  
S 56°29'11" W, 92.43 feet;  
S 68°59'35" W, 258.26 feet;  
S 75°39'35" W, 778.91 feet;  
S 48°28'07" W, 621.79 feet;  
thence continuing S 48°28'07" W, 695.68 feet to a point on the said boundary line of Parcel 4;  
thence along said boundary line the following three (3) courses and distances:  
S 02°15'30" W, 82.82 feet to a point on the east-west centerline of said Section 26;  
along said east-west centerline N 89°58'50" E, 3203.90 feet to the east one-quarter corner of said Section 26;  
along said east line of Section 26, N 00°41'04" E, 2276.96 feet to the point of beginning.

Containing 86.00 acres, more or less.





**EXHIBIT  
OPEN SPACE DEDICATION**

EXHIBIT  
 "A", p. 2  
 7753298591

1 When Recorded, Return To:  
 2 Southwest Pointe Associates, L.L.C.  
 3 c/o Robert M. Sader, Esq.  
 4 462 Court Street  
 5 Reno, NV 89501

6 APN: \_\_\_\_\_

7 **GRANT, BARGAIN AND SALE DEED**

8 THIS INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and  
 9 between **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company,  
 10 hereinafter referred to as "Transferor"; and the **COUNTY OF WASHOE**, a political subdivision  
 11 of the State of Nevada, hereinafter referred to as "Transferee".

12 **WITNESSETH:**

13 That the Transferor, in consideration of the sum of **TEN DOLLARS (\$10.00)**, lawful money  
 14 of the United States of America, to it in hand paid by Transferee, the receipt whereof is hereby  
 15 acknowledged, does by these presents grant, bargain sell and convey unto the Transferee, its  
 16 successors and assigns forever, all Transferor's right, title and interest in that certain real property  
 17 situate in the County of Washoe, State of Nevada, more particularly described on Exhibit "A",  
 18 attached hereto and incorporated herein.

19 **TOGETHER WITH ALL** and singular the tenements, hereditaments and appurtenances  
 20 thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, rents,  
 21 issues and profits thereof, except water rights of all kinds, which are reserved to Transferor.

22 **TO HAVE AND TO HOLD** the said premisses, together with the appurtenances, unto  
 23 Transferee and to its successors and assigns forever.

24 **IN WITNESS WHEREOF**, the Transferor has executed this indenture the day and year first  
 25 above written.

26 **TRANSFEROR:**

27 **SOUTHWEST POINTE ASSOCIATES, L.L.C.**,  
 28 a Delaware limited liability company

By: \_\_\_\_\_  
**JEFFERY DINGMAN, President**

By: \_\_\_\_\_  
**CLAUDIA TROISI, General Manager**

F:\dgs\SW Pointe\GBS Deed-WC.mgw  
 April 28, 1999

1 ACCEPTED:

2 THE COUNTY OF WASHOE, a  
3 political subdivision of the State  
4 of Nevada

5 By: \_\_\_\_\_  
6 JAMES GALLOWAY, Chairman  
7 Board Of County Commissioners

8 Attest:  
9 Amy Harvey, County Clerk

10 By: \_\_\_\_\_  
11 Deputy Clerk

12  
13 STATE OF NEVADA )  
14 COUNTY OF WASHOE ) ss.

15 This instrument was acknowledged before me on \_\_\_\_\_, 1999 by  
16 JEFFERY DINGMAN as President of SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware  
17 limited liability company.

18 NOTARY: \_\_\_\_\_  
19  
20

21 STATE OF NEVADA )  
22 COUNTY OF WASHOE ) ss.

23 This instrument was acknowledged before me on \_\_\_\_\_, 1999 by  
24 CLAUDIA TROISI as General Manager of SOUTHWEST POINTE ASSOCIATES, L.L.C., a  
25 Delaware limited liability company.

26  
27 NOTARY: \_\_\_\_\_  
28

EXHIBIT "A"

DESCRIPTION

Parcel 1:

A parcel of land situate within Sections 23, 24 and 26, T18N, R19E, MDM, Washoe County, Nevada; more particularly described as follows:

Parcel A of Arrowcreek Subdivision, Unit 1, as shown on the plat thereof, recorded October 17, 1997, as Tract Map 3461, Document No. 2145697, Official Records of Washoe County, Nevada.

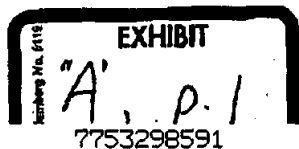
Containing 13.01 acres, more or less.

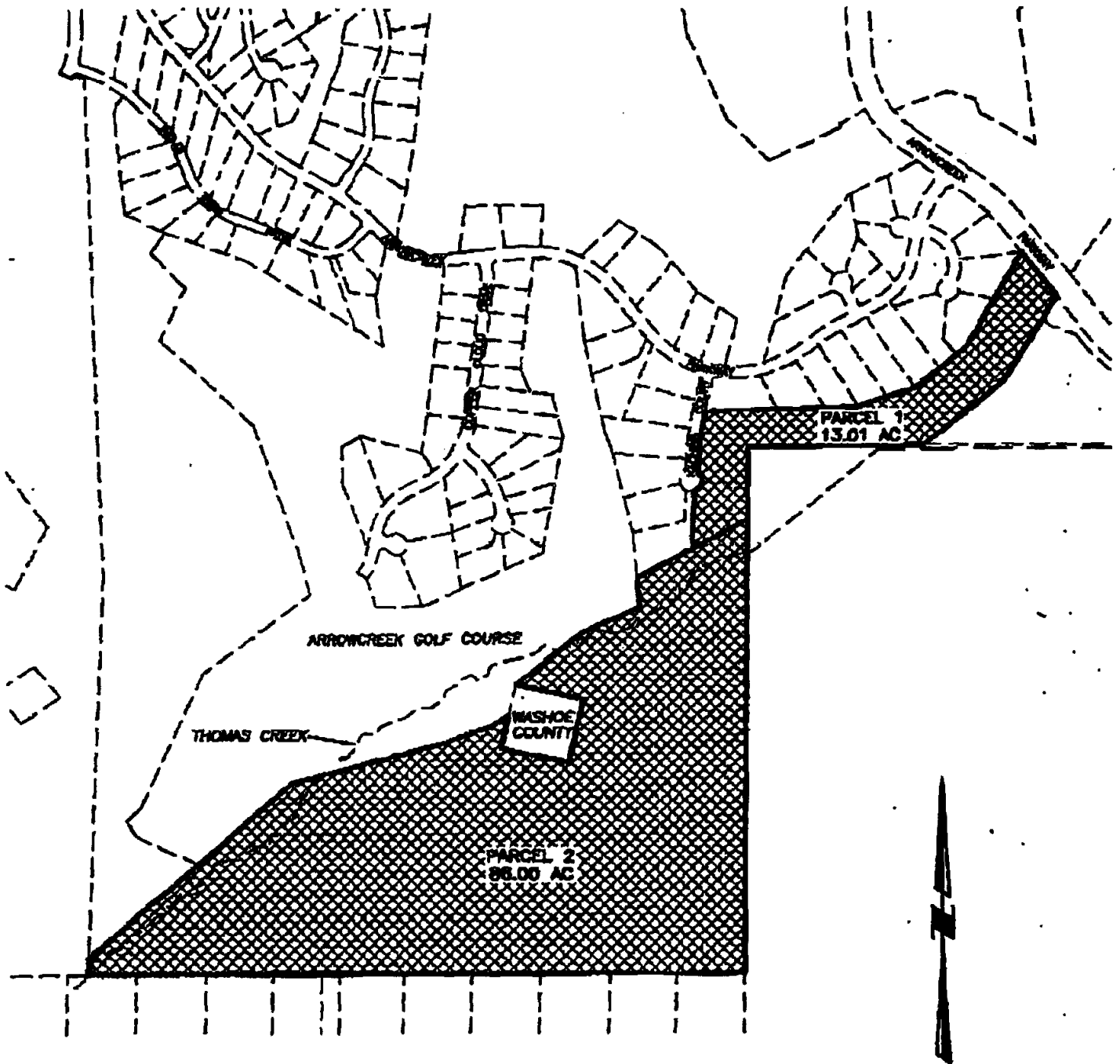
Parcel 2:

A parcel of land situate within the north one-half of Section 26, T18N, R19E, MDM, Washoe County, Nevada, being a portion of Parcel 4 of Parcel Map 3301, as shown on the plat thereof, recorded February 27, 1998, as Document No. 2183717, Official Records of Washoe County, Nevada; more particularly described as follows:

Commencing at the northeast corner of said Section 26;  
thence along the east line of said Section 26, S 00°41'04" W, 362.35 feet to the POINT OF BEGINNING;  
thence along the boundary line of said Parcel 4 the following twelve (12) courses and distances:  
S 61°56'16" W, 620.58 feet;  
S 04°56'53" E, 145.42 feet;  
S 66°19'53" W, 311.03 feet;  
S 49°29'09" W, 415.08 feet;  
S 77°46'57" E, 330.00 feet;  
S 12°13'03" W, 330.00 feet;  
N 77°46'57" W, 330.00 feet;  
N 12°13'03" E, 172.70 feet;  
S 56°29'11" W, 92.43 feet;  
S 68°59'35" W, 258.26 feet;  
S 75°39'35" W, 778.91 feet;  
S 48°28'07" W, 621.79 feet;  
thence continuing S 48°28'07" W, 695.68 feet to a point on the said boundary line of Parcel 4;  
thence along said boundary line the following three (3) courses and distances:  
S 02°15'30" W, 82.82 feet to a point on the east-west centerline of said Section 26;  
along said east-west centerline N 89°58'50" E, 3203.90 feet to the east one-quarter corner of said Section 26;  
along said east line of Section 26, N 00°41'04" E, 2276.96 feet to the point of beginning.

Containing 86.00 acres, more or less.





**EXHIBIT  
OPEN SPACE DEDICATION**

EXHIBIT  
 "A", p. 2  
 Shading No. 2119

WHEN RECORDED, RETURN TO:

Southwest Pointe Associates, L.L.C.  
c/o Robert M. Sader, Esq.  
462 Court Street  
Reno, Nevada 89501

APN: \_\_\_\_\_

**EASEMENT FOR DRAINAGE AND UTILITIES**

THIS GRANT OF EASEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1999, by and between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, hereinafter referred to as "Grantor"; and **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company, **ARROWCREEK HOMEOWNERS ASSOCIATION**, a Nevada nonprofit corporation, and **ARROWCREEK GOLF HOLDINGS, L.L.C.**, a Delaware corporation, hereinafter referred to collectively as "Grantees".

**W I T N E S S E T H :**

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantees a blanket easement for drainage of storm waters, utility facilities (gas, sewer, water, electric, cable TV and telephone) upon, over, across and through the land herein described, including the right of access upon said land for the purpose of construction and maintenance of improvements for said drainage and utility facilities.

The easement hereby granted is situated in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

File:SW PointeEasement For Drainage.mgw  
April 28, 1999



This is a nonexclusive Grant of Easement and to the extent that other uses do not interfere with the use of said easement by Grantees as permitted herein, Grantor, its successors and assigns, shall be permitted to use the same for any purpose it may desire.

The covenants herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

TO HAVE AND TO HOLD, said easement unto the Grantees and unto their successors and assigns forever.

IN WITNESS WHEREOF, Grantor hereto has executed this Grant of Easement the day and year first above written.

**GRANTOR:**

**COUNTY OF WASHOE, a political  
subdivision of the State of Nevada**

By: \_\_\_\_\_  
JAMES GALLOWAY, Chairman  
Board of County Commissioners

Attest:

Amy Harvey, County Clerk

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT "A"

DESCRIPTION

Parcel 1:

A parcel of land situate within Sections 23, 24 and 26, T18N, R19E, MDM, Washoe County, Nevada; more particularly described as follows:

Parcel A of Arrowcreek Subdivision, Unit 1, as shown on the plat thereof, recorded October 17, 1997, as Tract Map 3461, Document No. 2145697, Official Records of Washoe County, Nevada.

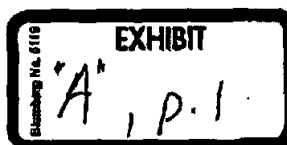
Containing 13.01 acres, more or less.

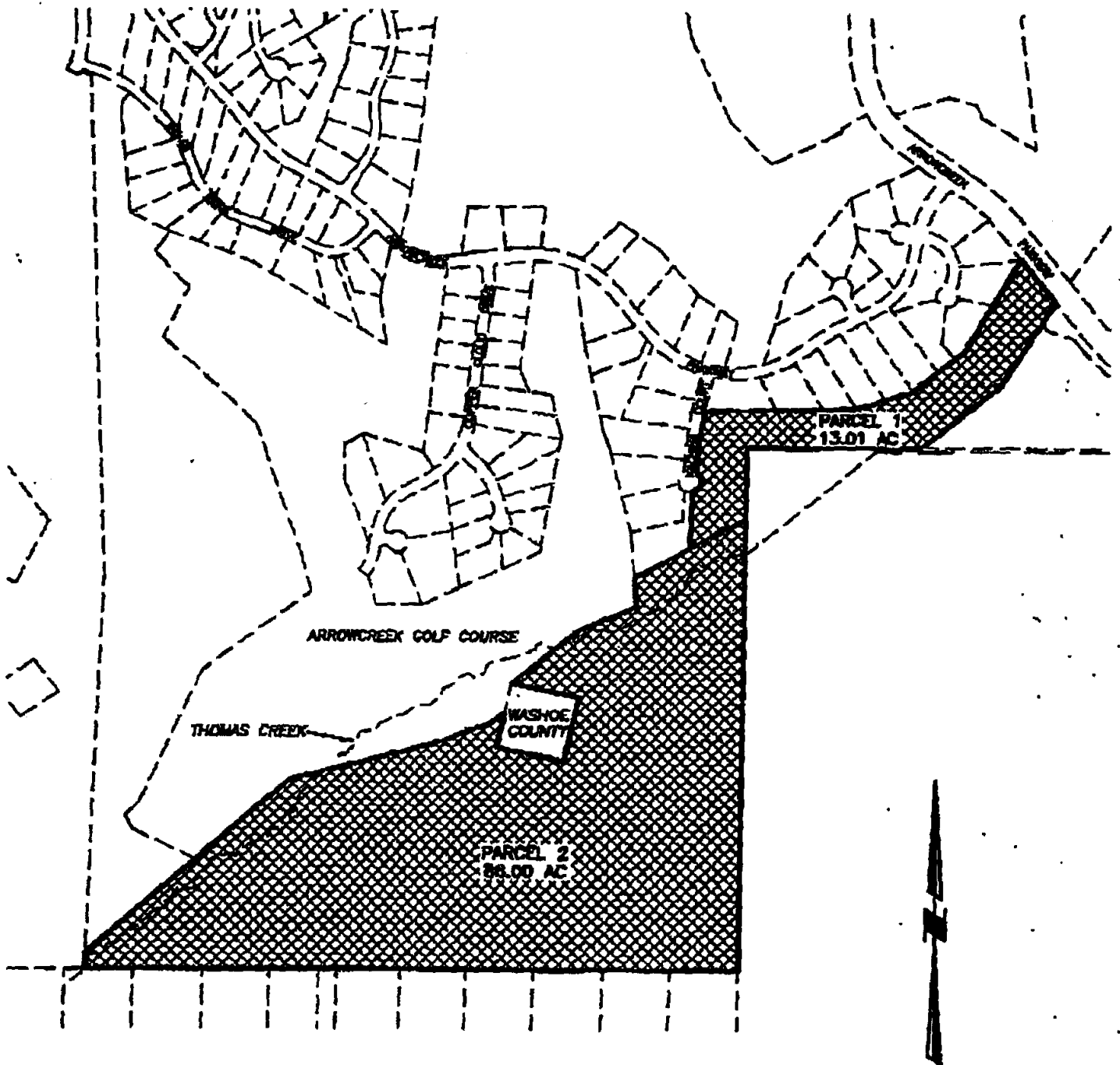
Parcel 2:

A parcel of land situate within the north one-half of Section 26, T18N, R19E, MDM, Washoe County, Nevada, being a portion of Parcel 4 of Parcel Map 3301, as shown on the plat thereof, recorded February 27, 1998, as Document No. 2183717, Official Records of Washoe County, Nevada; more particularly described as follows:

Commencing at the northeast corner of said Section 26;  
thence along the east line of said Section 26, S 00°41'04" W, 362.35 feet to the POINT OF BEGINNING;  
thence along the boundary line of said Parcel 4 the following twelve (12) courses and distances:  
S 61°56'16" W, 620.58 feet;  
S 04°56'53" E, 145.42 feet;  
S 66°19'53" W, 311.03 feet;  
S 49°29'09" W, 415.08 feet;  
S 77°46'57" E, 330.00 feet;  
S 12°13'03" W, 330.00 feet;  
N 77°46'57" W, 330.00 feet;  
N 12°13'03" E, 172.70 feet;  
S 56°29'11" W, 92.43 feet;  
S 68°59'35" W, 258.26 feet;  
S 75°39'35" W, 778.91 feet;  
S 48°28'07" W, 621.79 feet;  
thence continuing S 48°28'07" W, 695.68 feet to a point on the said boundary line of Parcel 4;  
thence along said boundary line the following three (3) courses and distances:  
S 02°15'30" W, 82.82 feet to a point on the east-west centerline of said Section 26;  
along said east-west centerline N 89°58'50" E, 3203.90 feet to the east one-quarter corner of said Section 26;  
along said east line of Section 26, N 00°41'04" E, 2276.96 feet to the point of beginning.

Containing 86.00 acres, more or less.





**EXHIBIT  
OPEN SPACE DEDICATION**

EXHIBIT  
 "A", p. 2

**ROBERT M. SADER, LTD.**  
**ATTORNEY AND COUNSELOR AT LAW**  
**462 COURT STREET**  
**RENO, NEVADA 89501**

**PHONE (775) 329-8310**

**FACSIMILE (775) 329-8591**

**FAX TRANSMISSION**

Date: 4-28-99

Time: 4:13

To: Brita Tryggvi  
Don Young  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax Number: \_\_\_\_\_  
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From: Robert M. Sader, Esq.

TOTAL NUMBER OF PAGES: 16  
(Including this transmittal page)

**DESCRIPTION/INSTRUCTIONS FOR DOCUMENT TRANSMITTED:**

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**ORIGINAL WILL BE SENT VIA:**

<input type="checkbox"/> MAIL	<input type="checkbox"/> FEDERAL EXPRESS
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IF YOU DO NOT RECEIVE ALL THE PAGES OF THIS FAX, PLEASE CALL 775-329-8310.

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**ROBERT M. SADER, LTD.**  
**A PROFESSIONAL LEGAL CORPORATION**  
**462 COURT STREET**  
**RENO, NEVADA 89501-1796**  
**(775) 329-8310**  
**FAX (775) 329-8591**

March 10, 1999

Karen Mullen  
Washoe County Parks Department  
2601 Plumas Street  
Reno, Nevada 89509

via Facsimile:

**Re: ArrowCreek Open Space**

Dear Karen:

When we last met, approximately two weeks ago, you informed me that the document review to effectuate the phased open space transfers at ArrowCreek had progressed to the point in which you needed only confirmation from the district attorney's office that the documents were in order. Since that time I have not had any response from you on finishing document review.

We would like to move forward on this matter at your earliest convenience. Please advise me on when you think this process will be completed.

Sincerely,



ROBERT M. SADER

RMS/mw

cc: Don Young  
Brita Tryggvi  
Claudia Troisi

**ROBERT M. SADER, LTD.**  
**ATTORNEY AND COUNSELOR AT LAW**  
**462 COURT STREET**  
**RENO, NEVADA 89501**

**PHONE (775) 329-8310**

**FACSIMILE (775) 329-8591**

**FAX TRANSMISSION**

**Date:** 3.10.99

**Time:** 2:33

**To:** Karen Mullen  
Don Yang  
Brita Truggvi  
Claudia Troisi

**Fax Number:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**From:** Robert M. Sader, Esq.

**TOTAL NUMBER OF PAGES:** 2  
(Including this transmittal page)

**DESCRIPTION/INSTRUCTIONS FOR DOCUMENT TRANSMITTED:**  
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<input type="checkbox"/> MESSENGER	<input checked="" type="checkbox"/> WILL NOT BE SENT

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Date: 1998/12/23 11:29

Name: Nash, Rusty

Company: DA

Phone: 3400

Status: Called

Message: ArrowCreek

He and MS both agree that AC can be heard by the BCC without noticing  
or

public hearing.

1040 12/23



Planning Engineering  
Landscape Architecture  
Surveying

# LETTER OF TRANSMITTAL

PROJECT NO. 88-003.40	DATE 12/21/98
--------------------------	------------------

1150 Corporate Blvd., Reno, NV 89502 702/856-1150 FAX: 702/856-1160

**To:**

NAME/TITLE Kris Klein	ADDRESS
COMPANY Engineering Division	

**From:**

**Project Name:**

Burt Jygyvi	Arrow Creek
-------------	-------------

Carrier:  U.S. Mail  Air Express  UPS  Hand Delivery  Other: \_\_\_\_\_

**We are sending you the following:**

QUANTITY	DATE	DESCRIPTION
1		Revised Street Section

**This information is:**

Attached  Being sent under separate cover via: \_\_\_\_\_

**Message or requested action:**

As requested  For your use/information  Sign and return  Review and comment  
 As submitted to: \_\_\_\_\_ on \_\_\_\_\_

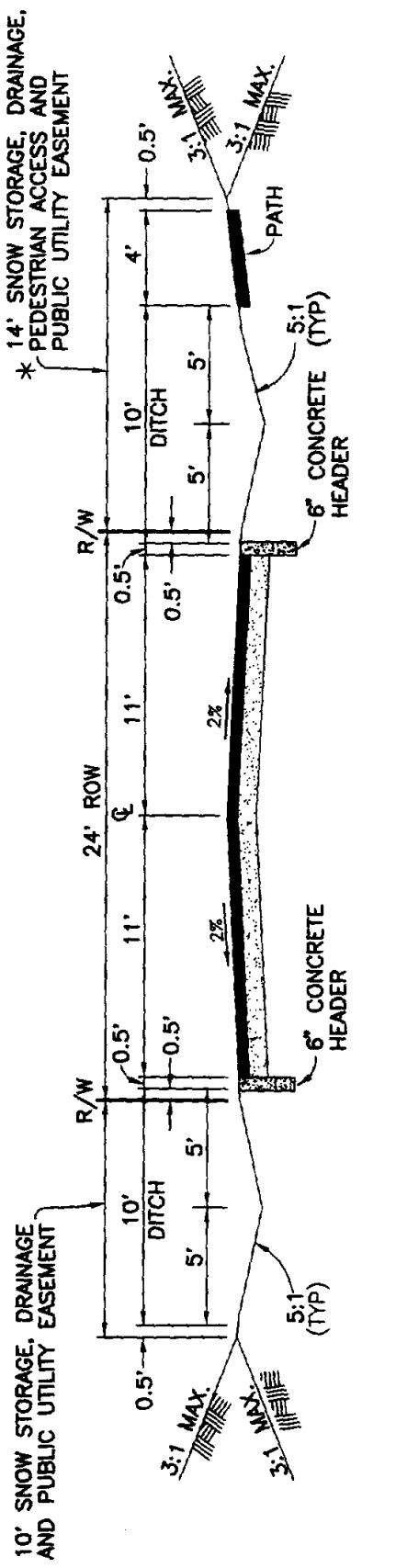
Copy sent to: Don Young

**Notes:**

\_\_\_\_\_  
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If the information received is not as noted above, please call. Burt Jygyvi  
 SIGNATURE

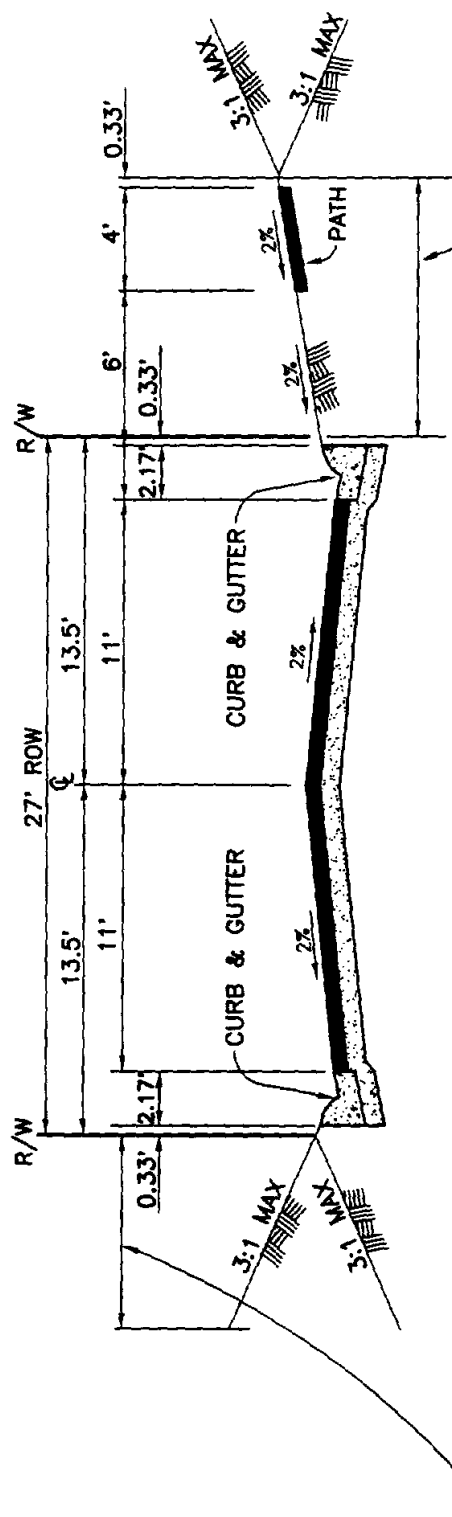




**TYPICAL SECTION**

**24' ROW (RURAL PRIVATE, ADT=200 MAXIMUM)**

\*WHEN A RURAL STREET DOES NOT PROVIDE CONNECTION BETWEEN NEIGHBORHOODS, NO PATH WILL BE CONSTRUCTED. THE EASEMENT WOULD BE REDUCED TO 10' AND NO PROVISIONS FOR PEDESTRIAN ACCESS ARE NECESSARY



**TYPICAL SECTION**

**27' ROW (RURAL PRIVATE, ADT=200 MAXIMUM)**

\*WHEN A RURAL STREET DOES NOT PROVIDE CONNECTION BETWEEN NEIGHBORHOODS, NO PATH WILL BE CONSTRUCTED. THE EASEMENT WOULD BE REDUCED TO 7.5' AND NO PROVISIONS FOR PEDESTRIAN ACCESS ARE NECESSARY

10' SNOW STORAGE, DRAINAGE AND PUBLIC UTILITY EASEMENT

14' SNOW STORAGE, DRAINAGE, PEDESTRIAN ACCESS AND PUBLIC UTILITY EASEMENT

10' PEDESTRIAN ACCESS, SNOW STORAGE AND PUBLIC UTILITY EASEMENT. NO UTILITY VAULTS WILL BE LOCATED ON THIS SIDE OF THE STREET. PATH CAN BE LOCATED ANYWHERE WITHIN EASEMENT.

7.5' SNOW STORAGE AND PUBLIC UTILITY EASEMENT. 10' SNOW STORAGE AND PUBLIC UTILITY EASEMENT, WHERE VAULTS ARE LOCATED

RECEIVED

DEC 21 1998

WASHOE COUNTY  
COMMUNITY DEVELOPMENT



Project No 88-003.46  
November 3, 1998  
Revised December 10, 1998

Mr. Don Young  
Department of Community Development  
P. O. Box 11130  
Reno, NV 89520

Ms. Kristine Klein  
Department of Public Works, Engineering Division  
P. O. Box 11130  
Reno, NV 89520

RECEIVED  
DEC 10 1998  
WASHOE COUNTY  
COMMUNITY DEVELOPMENT

**Subject:** ArrowCreek (Case No. DA9-1-93)

Dear Don and Kris:

This letter summarizes the modifications we would like to make to Condition #22. The revised street sections, which are attached, will be used in Units G and B in Phase I, Phase II, and all subsequent phases. The production builders in Phase I (i.e., Ryder Homes, Silver Star, and New Cities) are using different street sections, which the Washoe County Engineering Division determined to be in compliance with the tentative map conditions. These three builders will continue to use these street sections in their future phases located in Phase I.

22. The following roadway sections shall be applicable to the public and private on site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.

- a. Private Common Driveway - No change.
- b. Rural Private -

Option 1: 24-foot ROW (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter; no parking either side. When a rural private street provides a connection between neighborhoods, a minimum 4-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations for pedestrian paths can be provided and shown in the

- Samuel Chacón, P.E.  
President
- Bryan Sprague, P.E.  
Vice President
- Brita Tryggvi, A.I.C.P.  
Principal
- Melissa J. Lindell, A.I.C.P.  
Principal
- Patrick Fritchel, P.E.  
Principal
- Michael J. Miller, P.L.S.  
Principal

Pedestrian Circulation Plan. When a connection between neighborhoods is not provided, no paths will be constructed. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

Option 2: 27 foot ROW (maximum 200 ADT): minimum 22 foot pavement width; County Engineer-approved concrete header with roadside ditch both sides; no parking either side. When a rural private street provides a connection between neighborhoods, a minimum 4-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations for pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. When a connection between neighborhoods is not provided, no paths will be constructed. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

c. Local Private -

Option 1: 24-foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter; no parking either side. A minimum 4-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

Option 2: 27-foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; County Engineer-approved concrete header with roadside ditch both sides; no parking either side. A minimum 4-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

d. Collector Private -

Option 1: 26-foot minimum ROW (500 to 2000 ADT): minimum 24-foot pavement width; curb and gutter; no parking either side. A minimum 5-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)

Option 2: 29 foot minimum ROW (500 to 2000 ADT): minimum 24-foot pavement width; County Engineer approved concrete header with roadside ditch both sides; no parking either side. A minimum 5-foot asphalt or decomposed granite path on-one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)

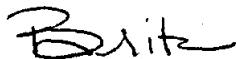
- e. Collector Private - No change.
- f. Collector Private - No change.
- g. Minor Arterial, Private - No change.
- h. Minor Arterial, Public - No change.

Additionally, we would like to make one change to Exhibit E in the Development Standards Handbook. On page 2-15, under the heading Street and Median Guidelines, the sixth sentence reads as follows: "The developer is also responsible for installation and maintenance of all median landscaping and all landscaping along the edge of the minor arterial and collector streets." The proposed change would be modified to read: "The developer is responsible for installation and the Homeowners' Association is responsible for maintenance of all common area median landscaping and all common area landscaping along ArrowCreek Parkway." (The CC&Rs address maintenance and correspondence from Bob Sader is attached. Bob's letter addresses maintenance of all landscaping along ArrowCreek Parkway and maintenance of the ditches along rural, local, and collector streets.)

As you know, it was anticipated that the Development Agreement would periodically need to be amended and updated, and we provided examples of modifications that would be considered to be in substantial compliance with the overall character and design of the project. Such modifications can be approved by staff. Modifications to the street standards were among the changes that were considered to be in substantial compliance with the overall character of the project.

If you are in agreement with the preceding statements, please acknowledge by signing in the space provided. If you have any questions or need additional information, please contact me.

Sincerely,



Brita Tryggvi, AICP  
Principal

Attachments

pc: Claudia Troisi, Southwest Pointe Associates  
Bob Sader

---

Don Young

---

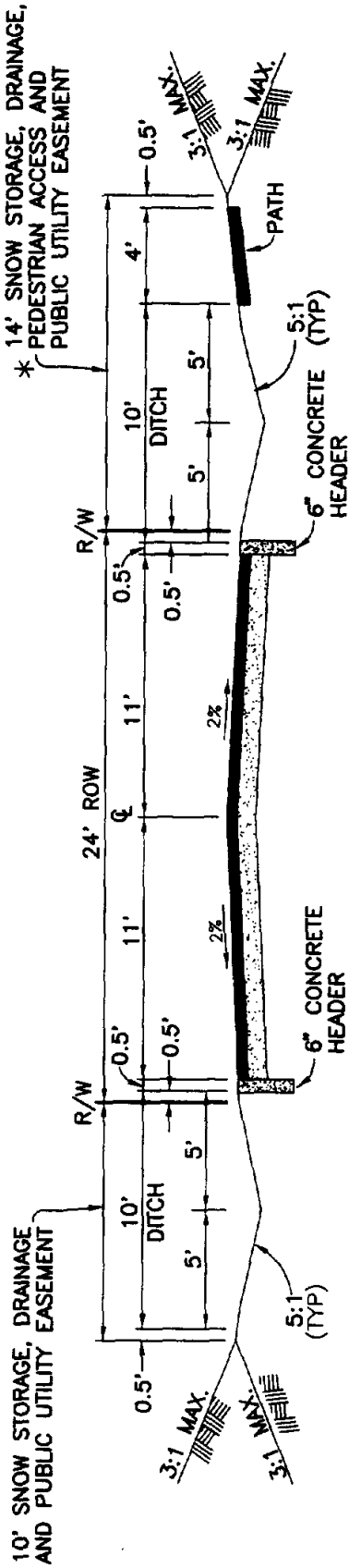
Date

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Kristine Klein

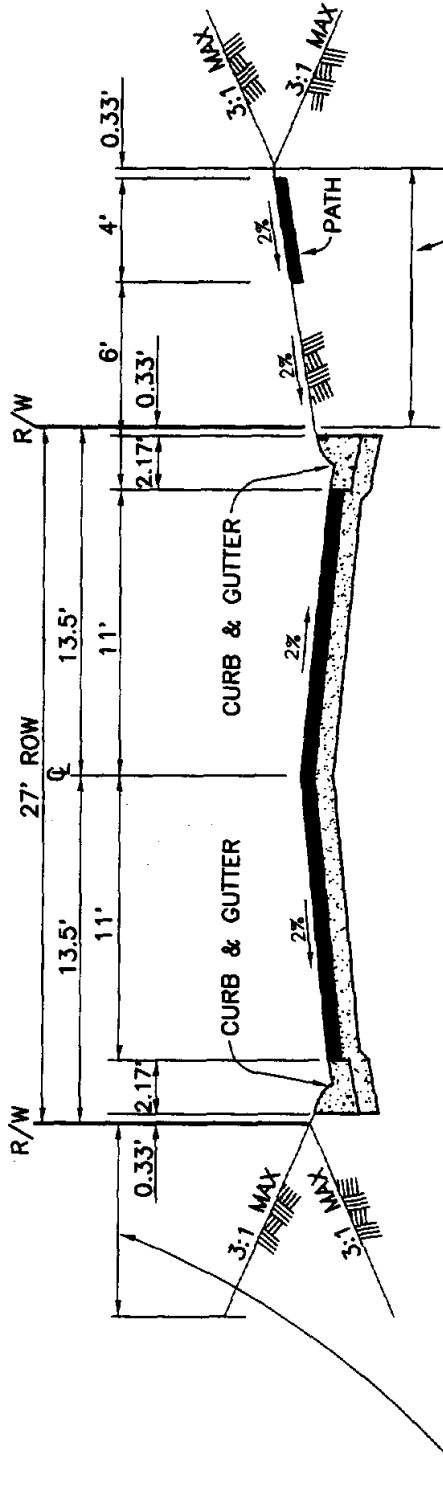
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Date



**TYPICAL SECTION**  
**24' ROW (RURAL PRIVATE, ADT=200 MAXIMUM)**

\*WHEN A RURAL STREET DOES NOT PROVIDE CONNECTION BETWEEN NEIGHBORHOODS, NO PATH WILL BE CONSTRUCTED. THE EASEMENT WOULD BE REDUCED TO 10' AND NO PROVISIONS FOR PEDESTRIAN ACCESS ARE NECESSARY

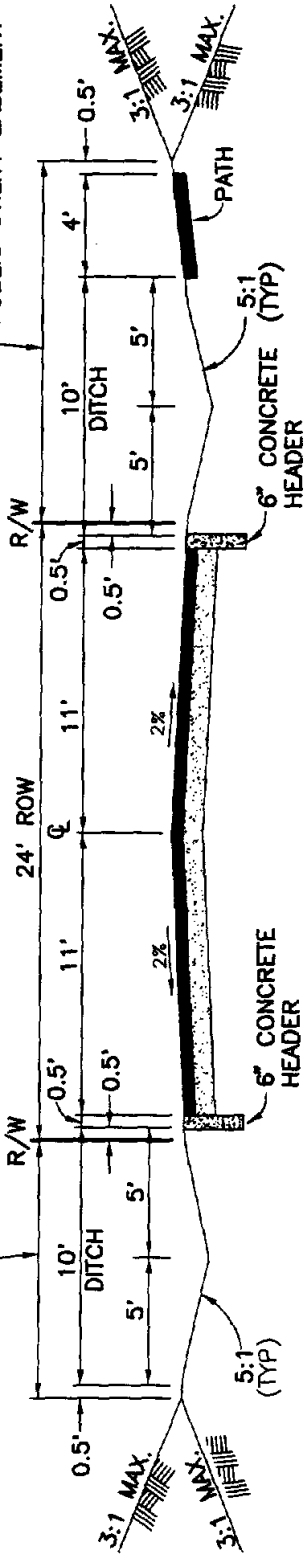


\*10' PEDESTRIAN ACCESS, SNOW STORAGE AND PUBLIC UTILITY EASEMENT. NO UTILITY VAULTS WILL BE LOCATED ON THIS SIDE OF THE STREET. PATH CAN BE LOCATED ANYWHERE WITHIN EASEMENT.

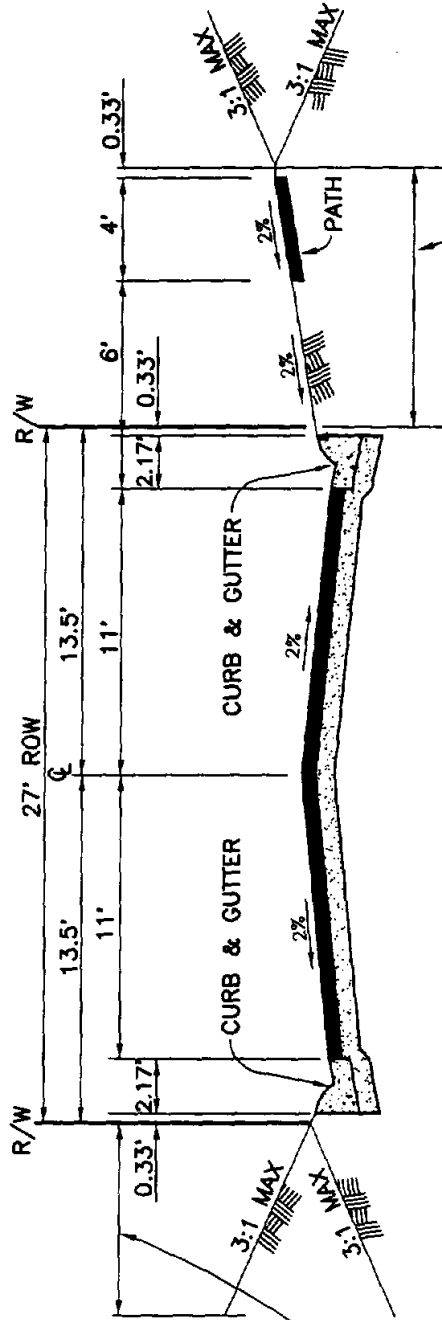
**TYPICAL SECTION**  
**27' ROW (RURAL PRIVATE, ADT=200 MAXIMUM)**

\*WHEN A RURAL STREET DOES NOT PROVIDE CONNECTION BETWEEN NEIGHBORHOODS, NO PATH WILL BE CONSTRUCTED. THE EASEMENT WOULD BE REDUCED TO 5' AND NO PROVISIONS FOR PEDESTRIAN ACCESS ARE NECESSARY.

10' SNOW STORAGE, DRAINAGE, PEDESTRIAN ACCESS AND PUBLIC UTILITY EASEMENT



**TYPICAL SECTION**  
**24' ROW (LOCAL PRIVATE, ADT=200 TO 500)**



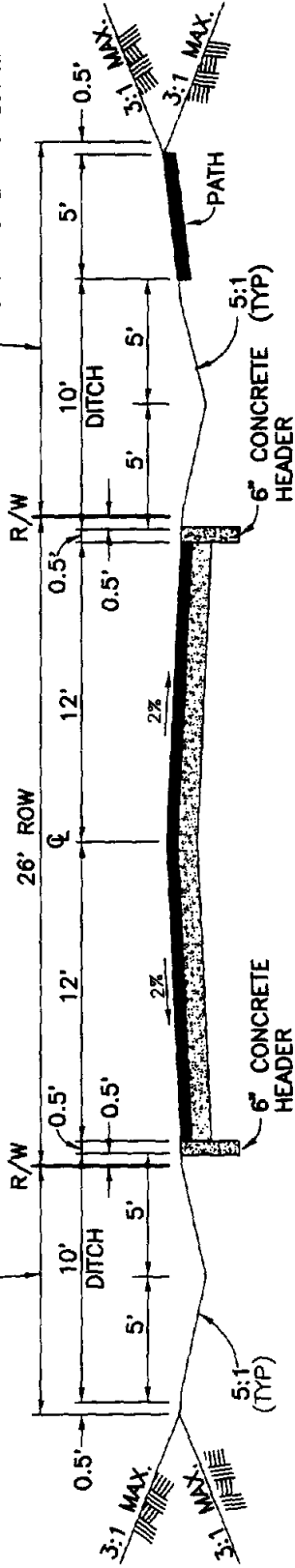
7.5' SNOW STORAGE AND PUBLIC UTILITY EASEMENT, 10' PEDESTRIAN ACCESS, SNOW STORAGE AND PUBLIC UTILITY EASEMENT. NO UTILITY VAULTS WILL BE LOCATED ON THIS SIDE OF THE STREET. PATH CAN BE LOCATED ANYWHERE WITHIN EASEMENT.

**TYPICAL SECTION**  
**27' ROW (LOCAL PRIVATE, ADT=200 TO 500)**



15' SNOW STORAGE, DRAINAGE,  
PEDESTRIAN ACCESS AND  
PUBLIC UTILITY EASEMENT

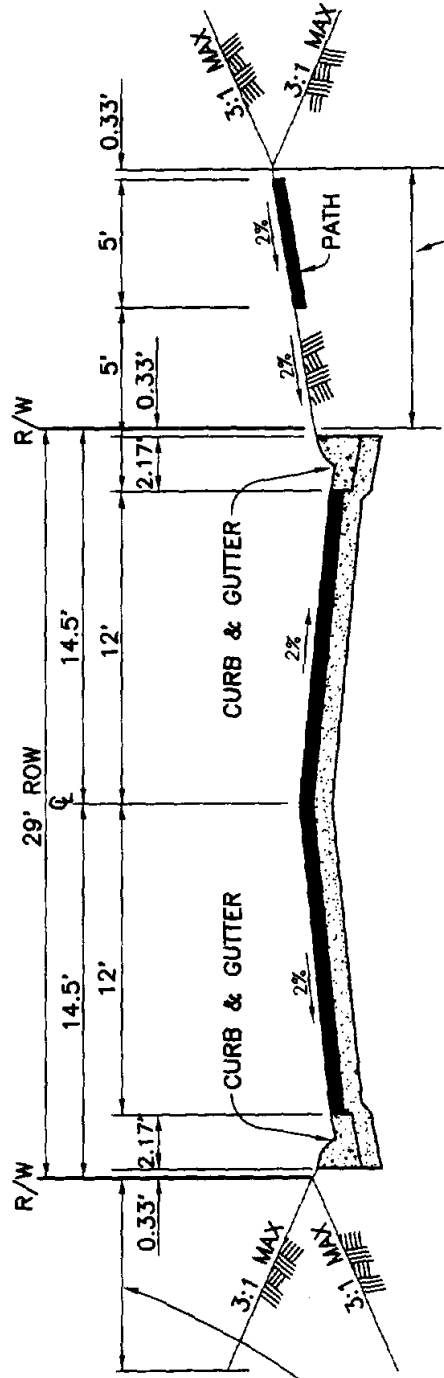
10' SNOW STORAGE, DRAINAGE  
AND PUBLIC UTILITY EASEMENT



**TYPICAL SECTION**  
**26' ROW (COLLECTOR PRIVATE, ADT=500 TO 2,000)**

10' PEDESTRIAN ACCESS, SNOW STORAGE  
AND PUBLIC UTILITY EASEMENT.  
NO UTILITY VAULTS WILL BE LOCATED ON  
THIS SIDE OF THE STREET.  
PATH CAN BE LOCATED ANYWHERE WITHIN EASEMENT.

7.5' SNOW STORAGE AND PUBLIC UTILITY EASEMENT,  
10' SNOW STORAGE AND PUBLIC UTILITY EASEMENT,  
WHERE VAULTS ARE LOCATED



**TYPICAL SECTION**  
**29' ROW (COLLECTOR PRIVATE, ADT=500 TO 2,000)**

**ROBERT M. SADER, LTD.**  
**A PROFESSIONAL LEGAL CORPORATION**  
**462 COURT STREET**  
**RENO, NEVADA 89501-1796**  
**(702) 329-8310**  
**Fax (702) 329-8591**

December 9, 1998

Kristine Klien  
Department of Public Works,  
Engineering Division  
P.O. Box 11130  
Reno, Nevada 89520

via Facsimile

Re: ArrowCreek (Case No. DA9-1-93) Proposed Revision to Conditions

Dear Kris:

Brita Tryggvi of CFA, Inc. recently provided me your notes to Brita's letter of November 3, 1998 for a response relating to the questions you have raised concerning homeowners association maintenance of drainage facilities and landscaping.

Specifically, you requested verification of the responsibility of the ArrowCreek Homeowners Association for maintenance of some ditches which would no longer be in the right-of-way but instead be within lots, and landscaping along the edge of minor arterial and collector streets, as well as landscaping along ArrowCreek Parkway.

The ArrowCreek Declaration of Covenants, Conditions and Restrictions (CC&Rs) recorded as Document No. 2145699 authorized the association to maintain drainage ditches on lots, as well as landscaping areas along subdivision streets and ArrowCreek Parkway. Subsection I.2.g. defines common areas, among other things, as easements for drainage ways and facilities, and landscaping. Subsection II.1.a. authorizes the association to own easements for common area within the subdivision. Subsection II.1.d. authorizes the association to own or maintain off-site common area landscaping along Whites Creek Lane (the former name for what is now ArrowCreek Parkway).

The common practice is for the developer to create landscaping or drainage easements on final maps or by separately recorded easements for areas within the subdivision. Landscaping along the edge of right-of-ways will not require separate easements, since all streets within the subdivision are private and will be owned by the homeowners association after improvements are constructed. This will include streetscapes along those right-of-ways. Similarly, landscaping and medians will be part of the right-of-ways owned and maintained by the association. Since ArrowCreek Parkway (fka Whites Creek Lane) will be owned by the county outside the boundaries of the project, the usual county form of landscape maintenance agreement between the county and the association will need to be executed in order to authorize the association to maintain landscaping along this public right-of-way.

Kristine Klien  
December 9, 1998  
Page 2

Enclosed please find copies of the pages of the CC&Rs on which the subsections cited above are located. If you have any questions, please do not hesitate to contact me. I trust that this explanation of the CC&Rs resolves the questions raised on authorizing and requiring the ArrowCreek Homeowners Association to maintain drainage facilities on lots and landscaping areas along streets.

Sincerely,



ROBERT M. SADER, ESQ.

RMS/tlg

cc: Brita Tryggvi  
Don Young

encl:

**2145699**

WHEN RECORDED, RETURN TO:

Southwest Pointe Associates, L.L.C.  
c/o Robert M. Sader, Esq.  
462 Court Street  
Reno, Nevada 89501

**ARROWCREEK**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

BK 5016PC 993

RT M :

f.

I.2.g.

"Committee" means the ArrowCreek Design Review Committee.

"Common Area" or "common elements" means all of the real property designated as such in this Declaration or pursuant to final maps recorded within the Subdivision; and all real property interests (e.g., fee title or easements) acquired by the Association, whether from Declarant or otherwise, together in each instance with all improvements which may at any time be located or constructed thereon and owned by the Association, including, but not limited to the following types of improvements in the Common Area: swim and tennis facility, fencing, recreational and community facilities, recreational vehicle parking area, lakes, parks, paths, sidewalks, trails, open space, fences, gates, gatehouses, signs, entry ways, drainage ways and drainage facilities, private streets and curbs, private security, lighting, snow removal and storage areas, landscaping, fire and fuelbreaks, golf cart crossings, residential parking areas and surface water retention areas.

As also specified in Article XII, Section 10, an area of the Subdivision of approximately 1,500 acres (or as otherwise approved by Washoe County) is required to be dedicated to an entity approved by the County as public open space. Upon said dedication, which will probably be conveyed incrementally as residential development occurs, areas so dedicated shall not be (or shall cease to be) Common Area and this Declaration shall be terminated as to such areas. Said dedication may be subject to conservation easements or covenants against uses which are not compatible with open space imposed by Declarant.

- h. "Declarant", when used herein, means collectively the Southwest Pointe and the Redfield Trust, unless an individual Declarant is specified. All rights and obligations of Declarant hereunder or pursuant to law are hereby assigned and assumed (except the right to withdraw real estate) by Southwest Pointe, including all voting power in the Association, all financial obligations and all requirements of consent and approval.
- i. "Declaration" means this Declaration and any future amendments hereto.
- j. "Equivalent Lots" shall define the allocated interests in the Association (voting power, assessment obligations and other rights and responsibilities) of the Nonresidential Areas Owners, as specified in subsection (ee) of this Section and Article VII, Section 2.

Equivalent Lots are created on the date the Assessment Threshold for each Nonresidential Area is reached (as specified in subsection (ee) of this Section), and prior to that date Nonresidential Areas Owners have no membership in the Association, nor any allocated interests.

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- c. For Lots delineated on a final map, if two or more adjacent Lots are purchased by a person or developed by Declarant with the intent of constructing only one single family dwelling on the Lots, then upon notice of said intent to Association, said Lots shall be considered as one Lot for the purpose of allocated interests in voting and assessments under subsection (dd) of Section 2 of this Article.

**Section 4. Lot Subdivision.** A Lot not delineated on a final map may be subdivided into two or more Lots by Declarant at the time it is delineated on a final map, so long as each Lot in the Subdivision contains the minimum square footage required by tentative map and the total Lots in the Subdivision do not exceed 1090 (or additional Lots as allowed herein), without following the procedure prescribed in NRS 116.2113 and without any approval by the Association.

**Section 5. Modification.** The provisions of this Article I may not be modified, amended, terminated or abridged without the consent of Declarant.

## ARTICLE II ARROWCREEK HOMEOWNERS ASSOCIATION

**Section 1. Purpose.** The purpose of the Association shall be to:

- a. Own and maintain all easements and deeded real property for Common Area within the Subdivision; including without limitation the funding, operation and maintenance of the following common elements: recreational and community facilities; lakes; parks; paths; sidewalks; trails; open space; fences; landscaping; gates; gatehouses; signs; entry ways; drainage ways and drainage facilities; private streets and curbs; private security, recreational vehicle storage, snow removal and storage areas, landscaping, fire and fuelbreaks, golf cart crossings, residential parking areas, lighting, and surface water detention areas.
- b. Provide for removal of ice and snow from roads and parking areas owned by the Association at any time when such a condition may restrain access within the Subdivision. The Association shall either contract for snow and ice removal or acquire equipment and hire personnel to effect the provisions of this subsection. In the event that snow removal operations require exporting of snow or ice from roads or parking areas, said material may be exported outside the perimeter of the Subdivision to a suitable location, said material may be deposited within the perimeter of the Subdivision on an appropriate easement, open area or Common Area in such a manner as to not unreasonably restrict access or create a unreasonable hazard to any road, parking area or common walkway.
- c. Maintain controlled access at the entrance gate. Security personnel may be employed as deemed necessary by the Board.

BK 50 - PG 0907

II. 1. d.

Enforce and administer any provisions of this Declaration pertaining to Association's rights, obligations, powers and duties as required by Washoe County; including, at a minimum but without limitation, the funding of the maintenance, replacement and perpetuation of the following Subdivision amenities, if and when constructed:

- (1) Private roads within the Subdivision.
- (2) Swim and Tennis Club.
- (3) Staffing of maintenance and security forces, if any.
- (4) Common Area landscaping and lighting.
- (5) Entrance gates.
- (6) Snow removal and storage areas.
- (7) Common Area landscaping including along private streets, or landscaping along Whites Creek Lane.
- (8) Fire and fuelbreaks.
- (9) Detention basins and the accumulated sediment.
- (10) Equestrian/pedestrian trails.
- (11) Bicycle and pedestrian paths.
- (12) Golf cart crossings.
- (13) Off-site residential parking areas.

The Association shall have no other purpose than those specified herein, and shall expressly be prohibited from representing the Owners and residents of Lots within the Subdivision on issues of land use, planning, municipal annexation, master plan amendments, growth, area development or similar matters.

The Association shall purchase any and all equipment, materials and supplies necessary to undertake its duties imposed by this Declaration, its Articles and By-Laws. The Association may purchase any equipment, materials and supplies from the Declarant provided the purchase price shall be the fair market value thereof.

The Association may, but shall not be obligated, to maintain or support certain activities within the Subdivision designed to make the Subdivision safer than it otherwise might be. Neither the Association nor the Declarant shall in any way be considered insurers or guarantors of security within the Subdivision, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system, security personnel or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants that the Association and the Declarant, are not insurers or liable to persons living in or visiting the Subdivision for conduct resulting from acts of third parties.

**Section 2. Formation and Management Under Article 3 of NRS Chapter 116.**

The Association shall be a nonprofit Nevada corporation formed under Chapter 82 of the Nevada Revised Statutes. The Association is not authorized to have and shall not issue any capital

BK5011 30908

**ROBERT M. SADER, LTD.**  
**ATTORNEY AND COUNSELOR AT LAW**  
**462 COURT STREET**  
**RENO, NEVADA 89501**

PHONE (702) 329-8310

FACSIMILE (702) 329-8591

**Fax Transmission**

**Date:** Monday, October 5, 1998

**Time:** 1:19 PM

**To:** Karen Mullen  
Don Young  
Brita Tryggvi  
Claudia Troisi

**Fax Number:** 829-8014  
328-3648  
856-1160  
823-5510

**From:** Robert M. Sader, Esq.

**TOTAL NUMBER OF PAGES:**  
(including this transmittal page)

11 PAGES TOTAL

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**ROBERT M. SADER, LTD.**  
**A PROFESSIONAL LEGAL CORPORATION**  
462 COURT STREET  
RENO, NEVADA 89501-1796  
(702) 329-8310  
FAX (702) 329-8591

October 5, 1998

Karen Mullen  
Director, Parks Department  
2601 Plumas  
Reno, Nevada 89509

via Facsimile: 829-8014

Don Young  
Community Development  
1001 E. 9<sup>th</sup> Street  
2<sup>nd</sup> Floor, Building "A"  
Reno, Nevada 89502

via Facsimile: 328-3648

Re: ArrowCreek Open Space Dedication

Dear Karen and Don:

Some time ago Brita Tryggvi and I met with you to discuss the procedures for incremental dedication of  $\pm 1,500$  acres of open space to Washoe County as development progresses at ArrowCreek. We agreed that a deed and a restrictive covenant regarding land uses would best effectuate the development agreement required for phased dedications and future use restrictions.

We believe the first two parcels of open space adjacent to existing final mapped areas should now be dedicated. Enclosed please find drafts of a deed and restrictive covenant for this purpose, as well as a site map showing you the location of these parcels. Parcel 1 (13.01 acres) has been created by a final map. Parcel 2 will be created by a record of survey, which has been submitted to the County Engineer for approval.

Please review these documents and confirm they are in order. I will then supply originals to one of you (you choose) for agendizing acceptance by the BBC.

Sincerely,

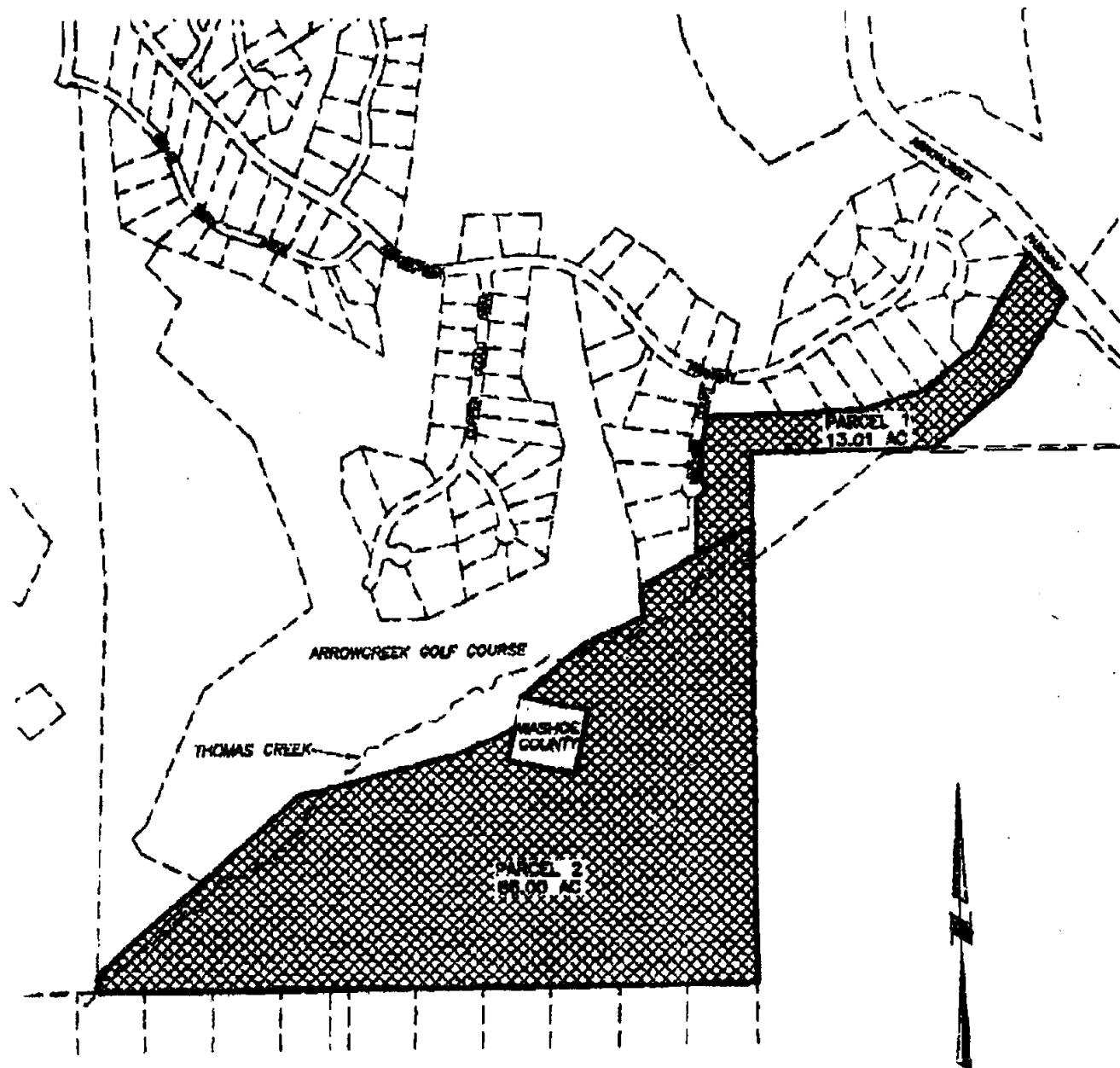


ROBERT M. SADER

RMS/tg

Enclosures

cc: Brita Tryggvi (w/ enclosures, via Facsimile)  
Claudia Troisi (w/ enclosures, via Facsimile)



**EXHIBIT  
OPEN SPACE DEDICATION**

**DRAFT**

1 When Recorded, Return To:  
 2 Southwest Pointe Associates, L.L.C.  
 3 c/o Robert M. Sader, Esq.  
 4 462 Court Street  
 5 Reno, NV 89501

6 APN: \_\_\_\_\_

**QUITCLAIM DEED**

7 THIS INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by and  
 8 between **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company,  
 9 hereinafter referred to as "Transferor"; and the **COUNTY OF WASHOE**, a political subdivision  
 10 of the State of Nevada, hereinafter referred to as "Transferee".

**WITNESSETH:**

11 That the Transferor, in consideration of the sum of **TEN DOLLARS (\$10.00)**, lawful money  
 12 of the United States of America, to it in hand paid by Transferee, the receipt whereof is hereby  
 13 acknowledged, does by these presents quitclaim and convey unto the Transferee, its successors and  
 14 assigns forever, without any covenant or warranty whatsoever, whether express or implied, all  
 15 Transferor's right, title and interest in that certain real property situate in the County of Washoe,  
 16 State of Nevada, more particularly described on Exhibit "A", attached hereto and incorporated herein.

17 **TOGETHER WITH ALL** and singular the tenements, hereditaments and appurtenances  
 18 thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, rents,  
 19 issues and profits thereof, except water rights of all kinds, which are reserved to Transferor.

20 **TO HAVE AND TO HOLD** the said premisses, together with the appurtenances, unto  
 21 Transferee and to its successors and assigns forever.

22 **IN WITNESS WHEREOF**, the Transferor has executed this indenture the day and year first  
 23 above written.

**TRANSFEROR:**

24 **SOUTHWEST POINTE ASSOCIATES, L.L.C.,**  
 25 **a Delaware limited liability company**

26 By: \_\_\_\_\_  
 27 **JEFFERY DINGMAN, President**

28 By: \_\_\_\_\_  
**CLAUDIA TROISI, General Manager**

1 STATE OF NEVADA            )  
 2 COUNTY OF WASHOE        ) ss.

3        This instrument was acknowledged before me on \_\_\_\_\_, 1998 by  
 4 JEFFERY DINGMAN as President of SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware  
 limited liability company.

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

STATE OF NEVADA            )  
 COUNTY OF WASHOE        ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 1998 by  
 CLAUDIA TROISI as General Manager of SOUTHWEST POINTE ASSOCIATES, L.L.C., a  
 Delaware limited liability company.

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

## EXHIBIT "A"

## DESCRIPTION

Parcel 1:

A parcel of land situate within Sections 23, 24 and 26, T18N, R19E, MDM, Washoe County, Nevada; more particularly described as follows:

Parcel A of Arrowcreek Subdivision, Unit 1, as shown on the plat thereof, recorded October 17, 1997, as Tract Map 3461, Document No. 2145697, Official Records of Washoe County, Nevada.

Containing 13.01 acres, more or less.

Parcel 2:

A parcel of land situate within the north one-half of Section 26, T18N, R19E, MDM, Washoe County, Nevada, being a portion of Parcel 4 of Parcel Map 3301, as shown on the plat thereof, recorded February 27, 1998, as Document No. 2183717, Official Records of Washoe County, Nevada; more particularly described as follows:

Commencing at the northeast corner of said Section 26;  
thence along the east line of said Section 26, S 00°41'04" W, 362.35 feet to the POINT OF BEGINNING;  
thence along the boundary line of said Parcel 4 the following twelve (12) courses and distances:  
S 61°56'16" W, 620.58 feet;  
S 04°56'53" E, 145.42 feet;  
S 66°19'53" W, 311.03 feet;  
S 49°29'09" W, 415.08 feet;  
S 77°46'57" E, 330.00 feet;  
S 12°13'03" W, 330.00 feet;  
N 77°46'57" W, 330.00 feet;  
N 12°13'03" E, 172.70 feet;  
S 56°29'11" W, 92.43 feet;  
S 68°59'35" W, 258.26 feet;  
S 75°39'35" W, 778.91 feet;  
S 48°28'07" W, 621.79 feet;  
thence continuing S 48°28'07" W, 695.68 feet to a point on the said boundary line of Parcel 4;  
thence along said boundary line the following three (3) courses and distances:  
S 02°15'30" W, 82.82 feet to a point on the east-west centerline of said Section 26;  
along said east-west centerline N 89°58'50" E, 3203.90 feet to the east one-quarter corner of said Section 26;  
along said east line of Section 26, N 00°41'04" E, 2276.96 feet to the point of beginning.

Containing 86.00 acres, more or less.

DRAFT

1 WHEN RECORDED, RETURN TO:

2 Southwest Pointe Associates, L.L.C.  
3 c/o Robert M. Sader, Esq.  
4 462 Court Street  
5 Reno, NV 89501

6 **RESTRICTIVE COVENANT**

7 THIS RESTRICTIVE COVENANT ("Covenant") is made as of this \_\_\_\_\_ day of  
8 \_\_\_\_\_, 1998, by **SOUTHWEST POINT ASSOCIATES, L.L.C.**, a Delaware  
9 limited liability company ("SPA")

10 **1. GENERAL**

11 1.1 SPA is the owner and developer of certain real property located in Washoe County,  
12 Nevada known as a portion of ArrowCreek (ArrowCreek is described in Washoe County Case No  
13 DA9-1-93).

14 1.2 A portion of ArrowCreek owned by SPA is certain land more particularly described  
15 in Exhibit "1", attached hereto and incorporated herein, (the "Restricted Parcel").

16 1.3 SPA intends hereby to restrict any owner's or occupant's right to use all or any portion  
17 of the Restricted Parcel as specified herein.

18 1.4 The covenants and restrictions on the Restricted Parcel specified herein are for the  
19 benefit of SPA personally and for the owners of property in ArrowCreek, as represented by the  
20 ArrowCreek Homeowner's Association, a Nevada nonprofit corporation ("HOA"). The right to  
21 enforce this Restrictive Covenant shall be granted only to SPA or HOA, or a successor by an express  
22 assignment, recorded against Exhibit "1", of SPA's or HOA's rights hereunder.

23 1.5 SPA intends to convey all its right, title and interest in the Restricted Parcel to Washoe  
24 County, a political subdivision of the State of Nevada, ("County"). County agrees, by accepting this  
25 Covenant, to comply with all use restrictions specified herein, as well as other provisions hereof.

26 **2. USE RESTRICTIONS**

27 2.1 Use of the Restricted Parcel shall be restricted, except as otherwise provided in this  
28 Section 2, to only those uses allowed in the Open Space land use regulatory zone of the Washoe  
County Development Code (Section 110.106.70), but excluding therefrom any active recreation  
facilities (parks, playgrounds, sports fields and courts) except as allowed in Subsection 2.2 below.  
Notwithstanding the foregoing, installation and maintenance of utility facilities and access roads  
thereto (e.g., sewer, water, gas, telephone, electric, storm drainage, cable TV) and the creation and  
maintenance of any firebreaks required by state or local agencies shall be allowed, as well as any  
ancillary or associated uses to ArrowCreek allowed by County.

2.2 Limited use of the Restricted Parcel for either of two public trails is allowed, Thomas  
Creek Trail or the McKay Flume Trail, as delineated on the Washoe County Regional Trail And Park  
Plan, provided the use of each trail is limited to the following activities

- (a) Construction, repair and maintenance of a trail for recreational uses, including, but not limited to, public hiking, bicycle riding, jogging, horseback riding and other pedestrian and equestrian uses. Motorized vehicles of all kinds shall be

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prohibited and blocked from using the trail, except for County-authorized vehicles used for construction, maintenance or repair of the easement area.

(b) Use of the trail by the general public for recreational purposes, subject to any regulations of public use imposed by County, however, common park facilities shall not be allowed, including, but not limited to, community or neighborhood parks, children's playgrounds, ballfields, tennis courts, basketball courts, group picnic access, swimming pools, and other active recreational uses other than fishing and use of the walking-jogging-equestrian path or trail.

(c) Installation, maintenance and repair of landscaping, turf or gardens, if any.

**3. RESTRICTIONS RUN WITH THE LAND.**

The use restrictions on the Restricted Parcel set forth in this Covenant shall be burdens on the Restricted Parcel and shall run with the land.

**4. SUCCESSORS AND ASSIGNS.**

This Covenant and the restrictions created hereby shall be binding upon any party owning any interest in all or any portion of the Restricted Parcel, its heirs, personal representatives, successors and assigns; provided, however, that if any such party transfers all or any portion of its interest in such Restricted Parcel, such party shall thereupon be released and discharged from any and all obligations as owner in connection with the interest transferred by it arising under this Covenant after the transfer.

**5. DURATION AND TERMINATION.**

Except as otherwise provided herein, the term of this Covenant shall be for ninety-nine (99) years from the date hereof, after which time this Covenant shall have no further force and effect.

**6. INJUNCTIVE OR ENFORCEMENT RELIEF.**

In the event of any violation or threatened violation by any person of any of the restrictions contained in this Covenant, those parties entitled to enforce this Covenant shall have the right to enjoin such violation or threatened violation or otherwise enforce the provisions hereof in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Covenant or provided by law.

**7. MODIFICATION AND TERMINATION.**

This Covenant may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written consent of SPA or HOA, as specified in Subsection 1.4 above, which consent must be recorded in the office of the Recorder of Washoe County.

**8. WAIVER.**

The failure to insist upon strict performance of any of the restrictions or other terms and conditions contained herein shall not be deemed a waiver of any rights or remedies, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions, or other terms and conditions contained herein.

1 9. **ATTORNEY'S FEES**

2 In the event a party entitled to enforce this Covenant initiates or defends any legal action or  
3 proceeding to enforce or interpret any of the terms of this Covenant, the prevailing party in any such  
4 action or proceeding shall be entitled to recover from the losing party in any such action or  
5 proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees  
6 on any appeal).

5 10. **SEVERABILITY**

6 If any term or provision of this Covenant or the application of it to any person or circumstance  
7 shall to any extent be invalid or unenforceable, the remainder of this Covenant or the application of  
8 such term or provision to persons or circumstances, other than those as to which it is invalid or  
9 unenforceable, shall not be affected thereby, and each term and provision of this Covenant shall be  
10 valid and shall be enforced to the extent permitted by law.

9 11. **CAPTIONS AND HEADINGS**

10 The captions and headings in this Covenant are for reference only and shall not be deemed  
11 to define or limit the scope or intent of any of the terms, covenants, conditions or agreements  
12 contained herein.

12 12. **CONSTRUCTION**

13 In construing the provisions of this Covenant and whenever the context so requires, the use  
14 of a gender shall include all other genders, the use of the singular shall include the plural, and the use  
15 of the plural shall include the singular

15 13. **RECORDATION**

16 This Covenant shall be recorded against the Restricted Parcel in the office of the Washoe  
17 County Recorder.

18 EXECUTED as of the day and year first above written.

19  
20 **SOUTHWEST POINTE ASSOCIATES,  
21 L.L.C., a Delaware limited liability company**

22  
23 By: \_\_\_\_\_  
24 JEFFERY E. DINGMAN, President

25  
26 By: \_\_\_\_\_  
27 CLAUDIA TROISI, General Manager

28



1 **ACCEPTED:**

2 **BOARD OF WASHOE**  
3 **COUNTY COMMISSIONERS**

4  
5 By: \_\_\_\_\_  
6 **JOANNE BOND, Chairperson**

7 **ATTEST:**

8  
9  
10 \_\_\_\_\_  
11 **JUDI BAILEY, County Clerk**

12 **STATE OF NEVADA** }  
13 **COUNTY OF WASHOE** } ss.

14 This instrument was acknowledged before me on \_\_\_\_\_, 1998 by **JEFFERY E**  
15 **DINGMAN** as President of **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited  
16 liability company.

17  
18 **NOTARY:** \_\_\_\_\_

19  
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21 **STATE OF NEVADA** }  
22 **COUNTY OF WASHOE** } ss.

23 This instrument was acknowledged before me on \_\_\_\_\_, 1998 by **CLAUDIA**  
24 **TROISI** as General Manager of **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited  
25 liability company.

26  
27 **NOTARY:** \_\_\_\_\_

28

EXHIBIT "A"  
DESCRIPTION

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Containing 13.01 acres, more or less.

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Commencing at the northeast corner of said Section 26;  
thence along the east line of said Section 26, S 00°41'04" W, 362.35 feet to the POINT OF BEGINNING;  
thence along the boundary line of said Parcel 4 the following twelve (12) courses and distances:  
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S 75°39'35" W, 778.91 feet;  
S 48°28'07" W, 621.79 feet;  
thence continuing S 48°28'07" W, 695.68 feet to a point on the said boundary line of Parcel 4;  
thence along said boundary line the following three (3) courses and distances:  
S 02°15'30" W, 82.82 feet to a point on the east-west centerline of said Section 26;  
along said east-west centerline N 89°58'50" E, 3203.90 feet to the east one-quarter corner of said Section 26;  
along said east line of Section 26, N 00°41'04" E, 2276.96 feet to the point of beginning.

Containing 86.00 acres, more or less.



Project No. 88-003.20  
February 13, 1996

RECEIVED  
FEB 15 1996  
DEVELOPMENT REVIEW

Mr. Don Young, Planner  
Department of Development Review  
P. O. Box 11130  
Reno, NV 89520

**Subject: Southwest Pointe**

Dear Don:

At our meeting on February 1, we discussed several clarifications and modifications to the Conditions of Approval for Southwest Pointe which we would like to present to the Planning Commission and the Board of County Commissioners. Those changes are summarized below. Deletions are ~~struck thru~~ and additions are in *italic*. One of the more significant modifications has to do with Condition #26, which pertains to street standards for public and private roads. We are requesting that the primary loop road, which will have either an 80-foot or a 60-foot right-of-way, be private rather than public and that we have the option of installing a gate at the point where Whites Creek Lane becomes a private road

**Conditions for Development Agreement Case No. DA9-1-93**

- 2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format shall be made a part of the final development agreement. ~~For the Phase-I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase-I~~

Samuel Chacón, P.E.  
President  
Bryan Sprague, P.E.  
Vice President  
Brita Tryggvi, A.I.C.P.  
Principal  
Greg Doerr, A.I.C.P.  
Principal

~~tentative map and special use permit applications shall be submitted to Department of Development Review staff.~~

**Reason for Modification:** The final development agreement will be recorded this spring; therefore, there is no reason to prepare a draft statement of compliance because the Phase I applications will not be submitted before the final development agreement is approved.

4. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's office and the development review staff *prior to final map approval*. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. . .

**Reason for Modification:** To clarify when the CC&Rs will be prepared.

- ~~12. The project shall be developed in three phases. Phase I includes a tentative map for 436 lots, an 18-hole golf course, the village center, and driving range. Phase II will include an additional nine holes, the equestrian center and a tentative map for approximately 220 dwelling units. Phase III includes the remaining 434 lots and the last nine holes of golf. Modifications to the proposed phasing plan may be made if mutually agreeable to the developer and Washoe County. These modifications may include the commercial portion of the project and the second 18-hole golf course, which may be constructed during Phase II or Phase III.~~

**Reason for Modification:** This condition is unnecessary because the previous condition states that the contents of the final development agreement must conform to the provisions of Article 814. Section 110.814.75 states that the final development agreement must include a development schedule that indicates the phases in which the land subject to the development agreement will be built and the approximate dates for the completion of each phase.

14. The developer shall provide the Department of Development Review staff with a ~~monthly~~ *quarterly* report indicating ~~the number of building permits activity issued~~, once residential construction has started.

**Reason for Modification:** Monthly is too frequent, and quarterly should be often enough. The scope of the report was broadened to include all building activity (e.g., golf course, infrastructure) rather than simply an inventory of building permits.

20. Prior to final approval of the development agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Condition No. 16 and 18, from the project site to Wedge Parkway, to the satisfaction of the County Engineer.

~~Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following not to the satisfaction of the Development Review staff.~~

#### NOTE

~~An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge be less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.~~

**Reason for Modification:** The county has approved the Regional Road Impact Fee, which goes into effect this month. As a result, the second half of this condition is no longer necessary.

26. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
- d. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36-foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted on both sides. A minimum ~~five (5)~~ *four (4)* foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.
  - ~~e. Public - 60 foot ROW collector street (2000 ADT to 9600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt path one side; residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.~~
  - f. ~~Public-Private~~ - 80 foot ROW ~~minor arterial collector~~ street (*up to 9600 ADT to 10,830 ADT*): A minimum 11 foot center median from curb face to curb face, ~~29.5~~ 20 foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; a minimum four (4) foot meandering asphalt path both sides; no residential driveway access allowed.
  - g. Public - 100 foot ROW ~~major-minor~~ arterial street (~~more than~~ *up to 10,800 ADT*): *A minimum 20 foot center median from curb face to curb face, 29.5 foot roadway section curb face to curb face on either side of the*

*median; curb and gutter on both sides; no parking either side; a six (6) foot concrete sidewalk both sides. A gate may be installed at the point where Whites Creek Lane becomes a private road.*

**Reason for Modification:** To be consistent with Washoe County Street Design Standards, to create a hierarchy of paths, and to change some of the public streets to private streets.

33. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than ~~500~~ 1,500 feet to the satisfaction of the County Engineer and the applicable fire protection agency. These roads shall have a 30-foot access easement with a minimum 20-foot width of ~~6 inches of Type 2 Class B aggregate base. 2.5 inches of asphalt concrete pavement on an engineered gravel base.~~ The roads shall be controlled by emergency access gates and shall be posted with signs stating "For emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.

**Reason for Modification:** The county has adopted new standards for emergency access roads since this project was approved. The proposed change is consistent with the new standards.

34. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. ~~The emergency access road shall be constructed within a 30-foot access easement to a minimum 20 foot width with 4 inches of Type 2 Class B aggregate base.~~

**Reason for Modification:** The last sentence repeats Condition #33.

40. Off-site parking areas shall be provided within ~~300~~ 500 feet of homes that have lots ranging in size between 12,000 square feet and 0.5 acre . One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map(s), to the satisfaction of Washoe County Department of Development Review and the Developer.

**Reason for Modification:** To avoid having a multitude of guest parking areas with 1 or 2 spaces, the spacing requirement was increased to 500 feet so that the guest parking areas will consist of 4 or 5 spaces. Guest parking areas will be added to the neighborhoods with 0.5 acre lots because on-street parking will be prohibited on the private streets and the front yard setback can be reduced with side-entry and detached garages.

43. Regulatory signs must be installed at the juncture of all public streets with a private street *and at intersections along the primary loop road* to the satisfaction of the County Engineer. Said sign shall state: "Private street not maintained by county." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.

**Reason for Modification:** Since there is only one location where a public street intersects with a private street (i.e., at the main project entrance), there would only be one sign. The county staff wants signs at additional locations and, therefore, the suggested wording to add "at intersections along the primary loop road."

51. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
  - a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park~~, or revert to open space.
  - b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final development agreement. If construction is not started by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the



Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park,~~ or revert to open space.

- c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park,~~ or revert to open space.
- d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.

**Reason for Modification:** We have been working with Karen Mullens, Washoe County Parks and Recreation Department, to identify a neighborhood park that is not adjacent to the school. The preferred location is adjacent to Thomas Creek on the south side of Whites Creek Lane.

~~79. The project shall be designed to accommodate a gravity flow sanitary sewer system within the boundaries of the subdivision. Such design shall be to the satisfaction of the Utility Division.~~

**Reason for Modification:** According to Terri Svetich, Washoe County Utility Division, this is not a Utility Division condition and can be deleted.

~~90. Should the proposed "off stream" location for the flood detention facility proposed in the 1990 Kennedy/Jenks report not be dedicated for this purpose, a minimum ten acre site for an elementary and a minimum 25 acre site for a middle school shall be offered for dedication. If the "off-stream" flood control facility is dedicated to Washoe County, a 10-acre site for the elementary school shall be offered for dedication. If the area for the "off-stream" facility is dedicated, but the county has not complied with Condition No. 51, the use for the area shall revert back to a school site and/or a park site (if requested by Washoe County) as proposed by the developer. If a school or park site is not requested by Washoe County, this area shall remain as an open space buffer.~~

**Reason for Modification:** The special use permit for the elementary school has already been approved. The elementary school will be located on a 17-acre parcel on the north side of Whites Creek Lane. This elementary school site is not impacted by the flood control facility. A neighborhood park site has also been proposed on the south side of Whites Creek Lane.

92. A minimum one-acre site shall be offered for dedication *prior to approval of a final map*, if requested by the applicable fire protection agency, for a fire station. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements.

**Reason for Modification:** To clarify when the fire station site must be dedicated.

95. ~~Unless the off-stream site is dedicated to the county,~~ A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan ~~has been submitted, which if conceptually approved by the county,~~ should be included in the final development agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.

**Reason for Modification:** The park site has nothing to do with the off-stream detention facility, therefore, this reference is inaccurate. The sketch plan that is referred to in this condition has been changed and the park site has been moved, therefore, this reference is also inaccurate.

97. Prior to approval of the final development agreement, the developer shall submit ~~schematic landscaping and architectural design guidelines~~ a *Development Standards Handbook* for the entire project to the Design Review Committee for its review and approval. These guidelines shall

address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

**Reason for Modification:** To make the wording consistent with Article 814, Development Agreements.

~~99. Homes located on 12,000 square foot lots shall have a minimum 160 square foot storage space added in their garages, if only one garage space is provided. All homes will have a minimum two car garage.~~

**Reason for Modification:** No homes will be constructed with one garage space.

**Tentative Map Conditions for Development Agreement Case No. DA9-1-93**

When the preliminary development agreement was submitted in 1993, a tentative map was included with the application. This tentative map, however, was never presented to either the Planning Commission or the Board of County Commissioners because of the changes that were made to the project during the approval process. These changes made the tentative map inaccurate and therefore, it could not be acted upon.

Even though the tentative map was not brought to the Planning Commission or the Board, conditions of approval for the tentative were included with the development agreement. This has resulted in a confusing situation, which we would now like to clarify. Therefore, we are suggesting that the tentative map conditions that were approved with the preliminary development agreement be used as the framework for preparing the conditions of approval for the tentative maps that will be submitted in the future and, wherever appropriate, those original conditions would appear as future tentative map conditions.

**Final Map Conditions for Development Agreement Case No. DA9-1-93**

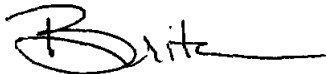
After reviewing the final map conditions, it is our opinion that all of these conditions, with the exception of one, are already addressed in either the conditions of approval for the development agreement or the tentative map. Therefore, we are suggesting that these conditions, with the exception of Condition #46, be deleted. Condition #46, which address a District Health Department requirement pertaining to recordation of a final map prior to issuance of a grading permit, would be added to the conditions of approval for the development agreement.

**Special Use Permit Application and Construction Conditions for Development Agreement Case No. DA9-1-93**

We suggest that these conditions be handled in a manner similar to the tentative map conditions -- i.e., as a framework for preparing the conditions of approval for the special use permits that will be submitted in the future and, wherever appropriate, those original conditions would appear as future special use permit conditions. .

Thank you for your consideration of this request. Please call me if I can provide you with additional information or answer any questions.

Sincerely,



Brita Tryggvi, AICP  
Principal

pc: Mike Mohler  
Rick Gardner

# KAUTZ ENVIRONMENTAL CONSULTANTS, INC.

1135 Terminal Way, Suite 207, Reno, NV 89502  
Phone (702) 786-1123 Fax (702) 786-1175

RECEIVED

AUG - 4 1995

WASHOE COUNTY  
DEVELOPMENT REVIEW

August 2, 1995

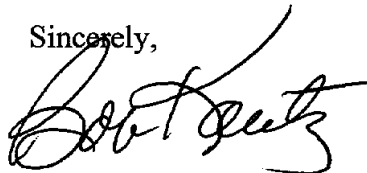
Mr. Don Young  
Washoe County Planning  
Development Review  
P.O. Box 11130  
Reno, NV. 89520

Dear Don:

Enclosed, please find the original copy of the report regarding the cultural resources on the additional 22 acres of the Southwest Pointe property that was necessitated by the expansion of the golf course across the creek at this location. If you will recall, I spoke to you about this engineering modification of the development's boundary by phone. Also, please be informed that the title of this submission contains the phrase "Addendum No. 2" because I have submitted another addendum to the SHPO concerning the results of the obsidian hydration and sourcing program at these sites and I entitled that brief letter report, "Addendum No. 1".

If you have any questions, please give me a call. When this report is formally accepted by SHPO, I will forward a copy on to the Washoe Tribe.

Sincerely,



Robert R. Kautz, Ph.D.  
President

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# KAUTZ ENVIRONMENTAL CONSULTANTS, INC.

1135 Terminal Way, Suite 207, Reno, NV 89502  
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JUL 20 1995

July 17, 1995

WASHOE COUNTY  
DEVELOPMENT REVIEW

Mr. Don Young  
Project Planner  
Department of Development Review  
1001 E. Ninth Street  
PO Box 11130  
Reno, NV 89520-0027

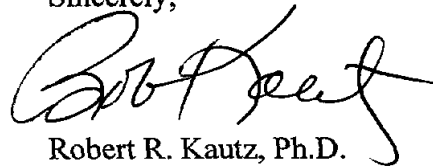
Dear Don:

Enclosed, please find a letter I sent to Ms. Rebecca Palmer at the SHPO discussing the complicated assignment of trinomials to the sites we described in our report entitled, *A Cultural Resources Assessment of the [REDACTED] Division, Washoe County, Nevada*, that you had forwarded on to her as per your letter dated May 31. I believe the letter is self-explanatory, but if you should have questions please call.

I also want to let you know that Mr. Jeff Dingman, the developer, has extended the project another twenty acres or so to the south of the creek. I found this out only about two weeks ago and have already had the new areas surveyed. We will be submitting that small increment to you as an addendum to the original report.

Thanks for your help.

Sincerely,



Robert R. Kautz, Ph.D.  
President

RRK/blk  
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# KAUTZ ENVIRONMENTAL CONSULTANTS, INC.

1135 Terminal Way, Suite 207, Reno, NV 89502  
Phone (702) 786-1123 Fax (702) 786-1175

July 14, 1995

Ms. Rebecca Palmer  
Nevada State Historic Preservation Office  
Capitol Complex  
100 Stewart Street  
Carson City, NV 89710

Dear Rebecca:

I am writing to clarify the issue regarding the appropriate nomenclature for the prehistoric archaeological sites on the banks of Thomas Creek as addressed in my report entitled, *A Cultural Resources Assessment of the Southwest Pointe Subdivision, Washoe County, Nevada*, that was submitted in March and that you reviewed in June.

As you know, this is an area of tightly packed archaeological resources that were mapped fairly unevenly in the past. The analysis that follows is the result of reconducting the literature review with the help of Maggie Brown at the records facility and then going out and revisiting each site (both ours and the other listed sites) to review each site's boundaries. We (Bob Kautz, Teri Christensen, and Stephanie Slaughter) used a GPS unit to confirm site locations and paid particular attention to noting background scatters that might serve to connect various loci along the creek terraces. This work resulted in the following conclusions:

The site we gave the temporary designation KEC-N, that extends along the west bank of Thomas Creek is definitely the "Lower Thomas Creek Site" as described by G.W. Smith in her conversations with Martin Baumhoff during the 1960s. Mel Aikens (1972:23) summarized the site and reexamined some of Smith's artifacts following her death. She willed some forty of the surface artifacts to the University of Nevada Reno where they are still evidently curated. The initial undated and unattributed site form was probably produced from information supplied by Baumhoff and Aikens based on their conversations with Smith. New trinomials were evidently assigned all the Gladys Smith sites at the time that Aikens prepared to publish the results of her work (Aikens 1972) and so this site's new designation became 26Wa1703, or most commonly, 26Wa99/1703.

In the interim, a number of archaeological surveys have been conducted along both banks of Thomas Creek resulting in the recordation of other nearby sites, some of which probably relate to the original Lower Thomas Creek Site. As a result of our ground truthing, I believe we have a closer handle of how these designations should be distributed.

## **1. The Lower Thomas Creek Site**

The boundaries mapped by my crews on the west side of the creek and designated KEC-014-N, contains the core of the site on the west side of the creek (see map, accompanying this letter). It is

separated from sites KEC-014-R and KEC-014-M, by a broad secondary drainage flowing west to east, ending in Thomas Creek. The secondary drainage and Thomas Creek have cut into the terrace leaving the terrace and the sites some 30-40 feet higher at this point. This is the reason I have recommended that these sites be designated as separate. The sites we have mapped along the terrace to the north of KEC-104-M, are definitely separated from these more southerly sites by acreage that appears to be devoid of archaeological remains. This will change the northern edge as hatched on the base map at Ms. Brown's facility.

We also revisited a number of petroglyph sites along the creek that have been given separate site designations. These include 26Wa3127, a petroglyph with a grinding slick on one face, the petroglyph portion of site 26Wa2012 that was recorded by Meneley and Tuttle in 1984, and 26Wa 3126, which (though outside our present project area) should all be included in the Lower Thomas Creek Site.

The next question regards whether this site should be extended to the east bank of the creek. I note that G. Smith (in Aikens and in the original site recordation) considered the site to occur on both banks. In addition, Walsh and Burke (1987, 1988), during their local surveys, extended their east bank site, 26Wa2012, onto the west bank by including the earlier petroglyph recordation as part of their site. It therefore seems both logically and historically correct to include materials from both sides of the creek. It is therefore recommended that 26Wa2012 be included in the Lower Thomas Creek Site along with 26Wa3124 (another petroglyph). Members of my firm are continuing to survey on the east side of the creek for the Washoe County School District and I am sure that these activities will result in an addition to the total area for this site and hopefully, a clearer definition of its bounds. As the earliest designation is usually reserved for sites that are combined, I recommend providing this entire site with the designation 26Wa99 (inclusive of 26Wa99, -1073, -2012, -3124, -3126, -3127). This includes the following agency numbers:

Trinomial	Agency Number	Site Summary
26Wa99		Extensive creek terrace site, ground and flaked stone, west side of creek, with stone effigy and petroglyphs, well defined
26Wa1073		Same site as above
26Wa2012	CrNV-31-3372	Terrace site on east side of creek, with petroglyph, not yet well defined
26Wa3124	CrNV-31-3373	Petroglyph
26Wa3126	CrNV-31-3375	Petroglyph
26Wa3127	CrNV-31-3376	Petroglyph



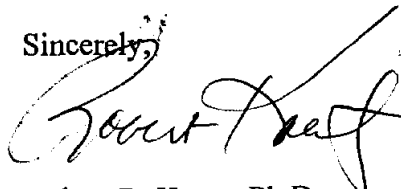
## II. Other Changes

During the course of this review, it was noted that site KEC-014-L occurs very close to where a site designated by Elston as 26Wa2016, is found on the base map in Carson City. However, this site was one of the early site designations that lacks an accompanying site record. As we carefully surveyed around the site and found no other nearby sites, it is recommended that this designation be adopted for the site that we reported (i.e., Site KEC-014-L = 26Wa2016).

Finally, our GPS and ground truthing resulted in the relocation of Site KEC-014-O. It was misplotted on the site location map submitted previously (though it was correct in the original field notes). We are including a new Figure 6.3, Site Location Map to include the new site designations and have corrected the one misplot and have also changed the IMACS record plot for KEC-014-O.

If you have any questions, please give me a call.

Sincerely,



Robert R. Kautz, Ph.D.  
President

cc Ms. Maggie Brown, Archaeological Records Manager

RRK/blk  
\\023\palmer

Aikens, C. Melvin

1972 The G.W. Smith Collection. *Desert Research Institute Publications in the Social Sciences*  
No. 9. Reno and Las Vegas.

Burke, T. and L. Walsh

1987 AT&T Fiber Optic Facility. ARS Project 758.

1988 Saddlehorn Development Project. ARS Project 530 (Report 16-412).

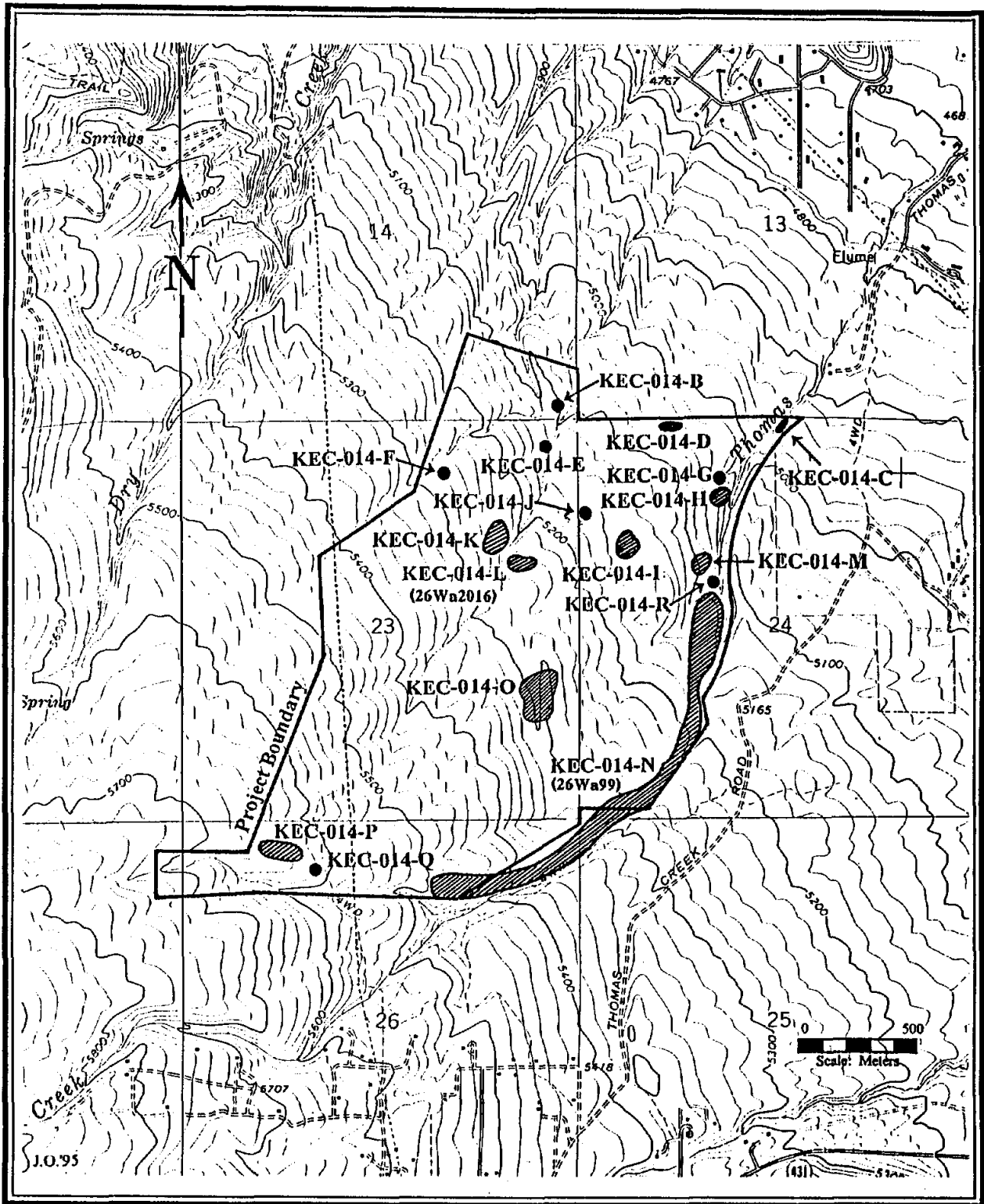
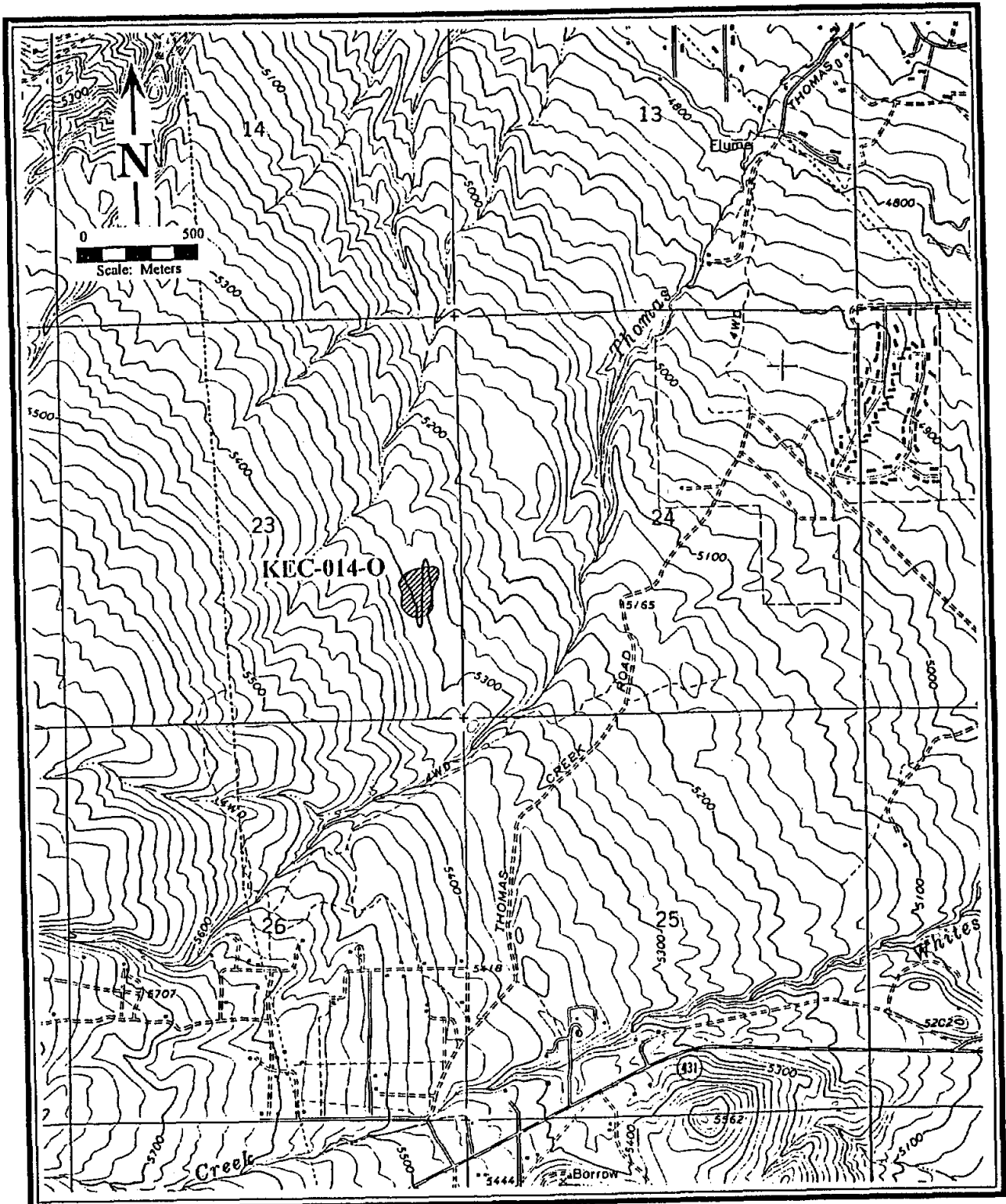


Figure 6.3 Site Locations. Base Map Mt. Rose NE, Nev., 7.5' Quad., 1:24,000 Scale, USGS (1969, P.R. 1982). T.18N, R.19E. Southwest Pointe Subdivision, Kautz Environmental Consultants, Inc., October 1994.



Site Location Map Site KEC-014-O. Base Map, *Mt. Rose, N.E.*, 7.5' Topo. Quad., U.S.G.S., 1969 (P.R. 1982). T. 18 N., R. 19 E. Southwest Pointe. Kautz Environmental Consultants, Inc., 1995.

# KAUTZ ENVIRONMENTAL CONSULTANTS, INC.

1135 Terminal Way, Suite 207, Reno, NV 89502  
Phone (702) 786-1123 Fax (702) 786-1175

RECEIVED

MAY 31 1995 May 30, 1995

Mr. Don Young  
Washoe County Department of Development Review  
P.O. Box 11130  
Reno, NV 89520-0027

WASHOE COUNTY  
DEVELOPMENT REVIEW

Dear Don:

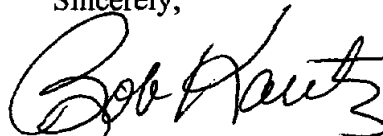
Enclosed please find a copy of the report regarding archaeological resources located on land being developed by Dingman Investments, Genoa Lakes Venture, of Genoa, Nevada, for their Southwest Pointe Subdivision located in southwest Reno. This report includes information produced by means of both federal archaeological Class III survey standards (though this is not a federal undertaking) as well as limited testing operations at six sites that required more information prior to my personnel proving a formal recommendation of their eligibility to the National Register.

The work we conducted was mandated by Kris Schenk, Executive Director of the Truckee Meadows Regional Planning Commission, specifically to satisfy Policy 17h of the Regional Plan and Resolution 93-2 (RPC) as a *Project of Regional Significance* (Agenda Item IV-1, Regional Planning Commission Meeting of March 23, 1994, entitled SOUTHWEST POINTE: PROJECT OF REGIONAL SIGNIFICANCE).

A copy of this report has also been sent to Ms. Jody Steele of the Washoe Tribe of Nevada and California for her review. I have had several conversations with Jody regarding this project and Jody is particularly aware of it because of the stone effigy from this property that was deeded to the Washoe Tribe and currently resides at the Nevada State Museum on temporary loan from the Tribe. Jody has been invited to visit the sites in question and may do so soon.

I have just spoken with Ms. Rebecca Palmer at the SHPO, and she is alerted that you will be forwarding this report on to her. Thank you for your help in this matter.

Sincerely,



Robert R. Kautz, Ph.D.  
President

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FEB 23 1995

**cfa**

PLANNERS ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS

Alex Fittinghoff, A.I.C.P. Sam Chacon, P.E. Steve Williams, R.L.A. Bryan Sprague, P.E.

Project No. 88-003.18  
February 21, 1995

Mr. Jeff Murphree, AICP  
Department of Development Review  
P. O. Box 11130  
Reno, NV 89520-0027

**Subject: Southwest Pointe (Case No. DA9-1-93)**

Dear Jeff:

Condition #19 from the amended conditions of approval reads as follows:

19. The final development agreement shall not be approved until the right-of-way of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Provided however, that preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition #21. A recorded right-of-way document shall be provided to the satisfaction of the County Engineer and the District Attorney's Office.

I have attached a copy of the recorded document that allows ingress and egress of vehicles from Zolezzi Lane to the Redfield Trust property and provides for underground utilities. With receipt of this document, we have complied with this condition in a manner sufficient to permit issuance of a grading permit for the golf course. (We realize that a similar document must be recorded for Whites Creek Lane prior to approval of the final development agreement or issuance of the first building permit.)

Please contact me immediately if you are not in agreement with the preceding statements. If I do not hear from you, I will assume you agree.

Sincerely,



Brita Tryggvi, AICP  
Associate

Attachment

pc: Gerald Smith, Redfield Land Company  
Rick Gardner, Genoa Lakes Venture

February 20, 1995

Mr. Jeff Dingman  
Dingman Investments  
1597 Esmeralda Lane  
Minden, Nevada 89423

Re: Southwest Pointe/Whites Creek Lane

Dear Mr. Dingman,

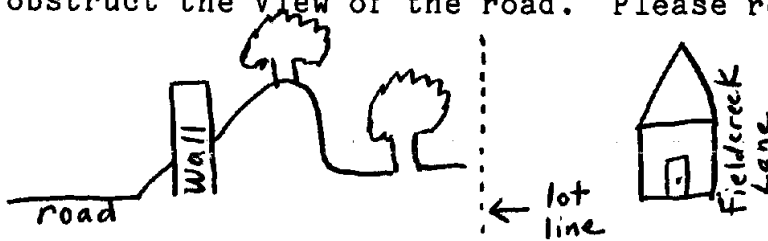
We, the undersigned homeowners who reside on the westerly and south side of Fieldcreek Lane, offer the following comments concerning the construction of Whites Creek Lane for your consideration:

We remain opposed to the construction of Whites Creek Lane. We believe more logical access to Southwest Pointe would be achieved through either a direct access to the Mount Rose Highway, an access north to McCarren, an easterly access to Zolezzi Lane, or any combination of the foregoing. We are aware the County is trying to acquire the USFS land necessary to construct Whites Creek Lane via the land exchange process and we are also aware of the appeal process to this procedure.

If, however, Whites Creek Lane (hereinafter "the road") is constructed, contrary to our wishes, we would like to remind Dingman Investments of the County's mandate to work with we Fieldcreek Lane homeowners to mitigate the impact of the road as much as possible. To that end, we proffer the following:

1. The road be restricted to two lanes only.
2. Construction traffic be routed elsewhere.
3. The road be recessed as much as possible.
4. The road be located on the southernmost side of the easement and a determined investigation be undertaken to ascertain the availability of extending the easement 30' along the southern boundary.
5. A cul-de-sac be constructed on the western end of Fieldcreek Lane, and a small neighborhood park be constructed on that site. We believe that without the cul-de-sac, Fieldcreek Lane will become an island in traffic as Southwest Pointe homeowners attempt to shorten their commute into town. Additionally, we have been advised that two intersections situated so closely on Thomas Creek Road would be a traffic hazard.

6. That we be shielded from the road by means of a six-foot sound wall and a berm with vegetation, all located on the easement. We require the wall not only for the noise factor, but for our children's safety and our homes' security. We request you meet with each homeowner to determine the most appropriate vegetation behind each homesite. We homeowners will assume maintenance responsibility for the vegetation so long as that portion of the easement is deeded back to each homeowner. Each homeowner be given a stipend to assist in the cost of irrigation for this vegetation and for any additional vegetation required on our own lots to further obstruct the view of the road. Please refer to the sketch below.



7. To partially offset the loss in property values which our attorney advises us we will incur, membership in Southwest Pointe's recreational facilities.

We would be pleased to meet with you or your representatives to further discuss the foregoing. We might feel better about the road if we knew what we could expect. We request that as soon as your plans for the road have been drawn they be submitted to us for review.

Thank you for your attention to this matter.

Sincerely,

Fieldcreek Lane Homeowners

cc: Board of County Commissioners  
Planning Commission  
Planning Staff  
United States Forest Service  
Mark H. Gunderson, Esq.

Anne B. Shrake  
signature

Anne B. & Thomas C. Shrake  
name

13540 Fieldcreek Ln., Reno NV 89511  
address

Randy Heuer  
signature

RANDY & Eileen HEUER  
name

13470 FIELD CREEK LN RENO  
address

Grover C. Stewart, Jr.  
signature

GROVER & Dolores Stewart  
name

13520 Fieldcreek Lane, Reno, NV 89506  
address

Carol Young  
signature

Rob & Carol Young  
name

13500 Fieldcreek Lane  
address  
Reno, NV 89511

Jane E Muller  
signature

Louis & Jane Muller  
name

13530 Fieldcreek Ln, Reno, NV 89511  
address

Dave Brody  
signature

Dave & Bonnie Brody  
name

13460 Field creek Ln. Reno NV 89511  
address



Richard S Cofer  
signature

Richard S. Cofer  
name

13430 Fieldcreek Lane  
address

Brad Swenson  
signature

BRAD SWENSON  
name

13550 FIELD CREEK LN.  
address

Julie M. Swenson  
signature

13550 Fieldcreek Ln  
name

address

Pam M. Zidich  
signature  
Pam and John Zidich

name

13480 Fieldcreek Ln.  
address

Step Gajewski  
signature

Stephen & Elaine Gajewski  
name

13410 Fieldcreek  
address

Jeff Young (abs)  
signature

Jeff Young  
name

13560 Fieldcreek Ln, Reno  
address

DEC 29 1994

**cfa**

PLANNERS ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS

Alex Fittinghoff, A.I.C.P. Sam Chacon, P.E. Steve Williams, R.L.A. Bryan Sprague, P.E.

Project No. 88-003.18  
December 23, 1994

Mr. Jeff Murphree, AICP  
Department of Development Review  
P.O. Box 11130  
Reno, NV 89520

**Subject: Southwest Pointe (Case No. DA9-1-93)**

Dear Jeff:

In compliance with Condition #59, I have attached a letter from the Corps of Engineers verifying the wetland delineation that was performed on Southwest Pointe. The Corps has determined that the delineation prepared by Soil Resource Investigations is accurate with the exception of additional waters of the United States being present. These additions are marked on the enclosed maps.

For your files, I am sending you the November 14, 1994 letter signed by Robert Junell and the maps (2 sheets, 1" = 400') that define the wetlands and waters located on the property. The verification is valid for five years from the date of the Corps letter.

With submittal of this information to your office, I believe the requirements of Condition #59 have been met. Please contact me immediately if you believe you need additional information pertaining to this condition.

Sincerely,



Brita Tryggvi, AICP  
Associate

pc: Jeff Dingman, Genoa Lakes Venture  
Gerald Smith, Redfield Land Company

AUG 31 1994



PLANNERS ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS

Alex Fittinghoff, A.I.C.P. Sam Chacon, P.E. Steve Williams, R.L.A. Bryan Sprague, P.E.

Project No. 88-003.17

August 30, 1994

Mr. Jeff Murphree, AICP  
Department of Development Review  
P.O. Box 11130  
Reno, NV 89520

**Subject: Southwest Pointe (Case No. DA9-1-93)**

Dear Jeff:

As we discussed yesterday, I would like to request that this case be postponed until the September 20 Planning Commission meeting. Because of the election next week, the Washoe County Planning Commission is meeting on the same evening as the Reno Planning Commission. Unfortunately, we have projects scheduled before both groups. Since the County Planning Commission has scheduled a second meeting in September, I would like to request that we be rescheduled for that meeting.

I apologize for any inconvenience this change may have caused. Please call me if you have any questions.

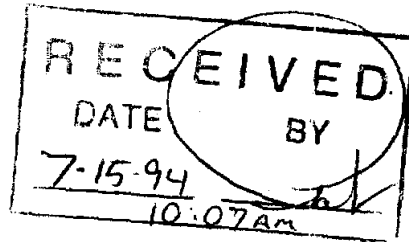
Sincerely,

Brita Tryggvi, AICP  
Associate



Project No. 88-003.17

July 14, 1994



Mr. Jeff Murphree, AICP  
Department of Development Review  
P.O. Box 11130  
Reno, NV 89520-0027

**Subject: Southwest Pointe (Case No. DA9-1-93)**

Dear Jeff:

This letter serves as our formal request to have the following modifications to the conditions of approval scheduled for the September Planning Commission meeting. The purpose of these amendments is to permit grading of the first 18-hole golf course this fall or winter. The changes we are proposing are outlined below. Additions are underlined and deletions are ~~struck thru~~.

19. The final development agreement shall not be approved until the right-of-way of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Provided however, that preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition #21. A recorded right-of-way document shall be provided to the satisfaction of the County Engineer and the District Attorney's office.
  
45. Prior to ~~approval of the final development agreement~~ issuance of a grading permit or approval of a final map, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective

street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

59. Prior to issuance of a grading permit for the golf course approval of the ~~final development agreement~~, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
60. Prior to issuance of a grading permit for the golf course or approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossings of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
61. Prior to issuance of a grading permit for the golf course or approval of the ~~final development agreement~~, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A surface and ground water sampling program shall be implemented to demonstrate that migration is not occurring and commits to modifying practices in the event that any of the above materials are detected.

Since our meeting on July 6, Bryan Sprague has talked with Kirk Nichols about Condition #47, which pertains to a storm drain master plan. Now that everyone has a better understanding of the development agreement process, Bryan believes it is unrealistic to prepare a storm drain master plan for the entire project prior to acceptance of the final development agreement. In the attached letter from Bryan to Kirk he has suggested some alternative wording for this condition. We do not yet have a response from Kirk regarding these changes.

We intend to reactivate the four special use permit applications that were submitted in September 1993. However, since you have requested a preliminary grading plan for the golf course in conjunction with that special use permit, we will be unable to provide that plan prior to the July 15 deadline. I have spoken with the golf course architect, and he thinks he can complete that work prior to the August 15 deadline. This means we could take the special use permits to the October Planning Commission meeting. I will keep you informed of our progress.

Please schedule the amendments to the conditions for the September 6 Planning Commission meeting. If you need any further information, do not hesitate contacting me.

Sincerely,



Brita Tryggvi, AICP  
Associate

Attachment

pc: Jerry Smith, Redfield Land Company  
Rick Gardner, Genoa Lakes Venture



July 13, 1994

Project No. 88-003.17

Mr Kirk Nichols  
Washoe County Engineering  
PO Box 11130  
Reno NV 89520

**Re: Southwest Pointe Conditions 47 and 48**

Dear Kirk:

This letter is a follow-up to our phone conversation of July 7th regarding Condition Numbers 47 and 48 of the Southwest Pointe preliminary development agreement approval.

Condition Number 47 requires that a "general concept level storm drain master plan" be completed and approved prior to the final development agreement. The question at hand is how much detail needs to be included in this general concept level report. You have indicated that without a fair amount of detail you will not be able to adequately evaluate the project. My concern is that at this stage in the project not enough detailed engineering is done to provide all the answers you would like.

It is important, I think, to understand the various approval stages that this project will have to go through and the kinds of information needed for each. This project is being pursued via a development agreement. We currently have a conditional approval on a preliminary development agreement. The next step is to obtain approval on the final development agreement. After that we will still need approvals for tentative maps and final maps. It seems to me that the kind of information you are asking for with the final development agreement is actually more applicable to the tentative map level of detail. I do not feel that a tentative map level hydrology study is appropriate for the final development agreement. I do, however, think that detailed information is necessary prior to approval of a construction activity such as a grading permit or final map.

In an attempt to more appropriately relate the required amount of detail to the various approval stages I would propose that Condition Numbers 47 and 48 be re-written as follows:

47. A general concept level storm drain master plan shall be submitted and approved prior to acceptance of the final development agreement to the satisfaction of the County Engineer. The general concept level storm drain master plan shall address in general terms proposed methods for handling the existing and increased flows for the 10 and 100 year storms including detention and other proposed mitigation measures. This master plan shall include a drawing which shows the existing drainage basins within the development and indicate how they may be impacted. After approval of the final development agreement, and prior



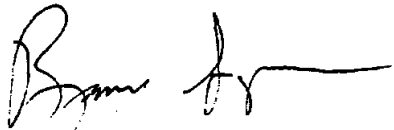
to approval of a tentative map for each phase, a preliminary hydrology report shall be submitted and approved to the satisfaction of the County Engineer. This preliminary hydrology report shall be prepared in accordance with County requirements for tentative maps and be applicable to the specific tentative map being approved.

48. Prior to recordation of any final map, or issuance of any grading permit, a final detailed hydrology/hydraulic report for that construction phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and any preliminary hydrology report previously prepared and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

As for your concern in regards to approving something for construction which may not be compatible with the overall project, I also have the same concern. I certainly do not want our client to construct an improvement which may be inadequate in the future and be required to spend a lot of money on reconstruction. And I am certainly not disputing the necessity for providing detailed hydrology/hydraulic calculations for any final construction related approval. However, a final development agreement is not an approval to start construction and does not warrant the level of detail you would like to see. I believe the revisions I suggest to Condition Numbers 47 and 48 will require us to provide an adequate level of detail necessary for each stage of the project.

I am hopeful that this has clarified my concerns and also addressed yours. If you have any questions please give me a call.

Sincerely,



Bryan Sprague, PE  
Vice President

cw

JUL 11 1994



PLANNERS ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS

Alex Fittinghoff, A.I.C.P. Sam Chacon, P.E. Steve Williams, R.L.A. Bryan Sprague, P.E.

Project No. 88-003.17

July 7, 1994

Mr. Jeff Murphree, AICP  
Department of Development Review  
P.O. Box 11130  
Reno, NV 89520-0027

Mr. Kirk Nichols  
Engineering Division  
Department of Public Works  
P.O. Box 11130  
Reno, NV 89520

**Subject: Southwest Pointe (Case No. DA9-1-93)**

Gentlemen:

The purpose of this letter is to list the conditions of approval that must be complied with prior to obtaining a grading permit for the first 18-hole golf course. Based on my notes, these are the conditions that were agreed to at our meeting yesterday afternoon.

**Development Agreement Conditions of Approval**

- #2 Draft statement of compliance shall be provided to staff prior to public hearings on the special use permits.
- #5 Archaeological/historical survey shall be reviewed by the Department of Conservation and Natural Resources.
- #19 A recorded right-of-way document shall be provided for the access along Zolezzi Lane.

- #21 A construction traffic haul route plan for completion of the first 18-hole golf course and for the extension of utilities.
- #45 A dust control plan for the first 18-hole golf course.
- #46 A letter stating that detention/retention facilities for the golf course will be maintained by the developer.
- #47 A concept-level storm drain master plan shall be submitted for Phase I.
- #48 A detailed hydrology/hydraulic report for the golf course.
- #49 A maintenance plan for all drainage facilities on the golf course.
- #53 A geotech report that considers the effects of earthquake forces and faulting and the siting and design of detention/retention facilities.
- #54 & 60 Design crossing of Thomas Creek and obtain a permit from the Corps of Engineers.
- #58 Obtain a stormwater discharge permit from NDEP.
- #59 A final wetlands determination must be made and approved by the Corps of Engineers.
- #61 Prepare a golf course management plan.
- #64 Prepare a phasing schedule for the dedication of water rights.

#### Final Map Conditions of Approval

- #46 Prepare a parcel map(s) to comply with regulations governing review of plans for subdivisions, condominiums, and planned unit developments

As we discussed yesterday, the applicant understands that all conditions of approval must be complied with during the various stages of the project, even though not all of the conditions are pertinent to grading of the first golf course. Kirk had some concerns regarding street and roadway design; however, after some discussion, it was generally agreed that those conditions are not applicable at this stage. These conditions will come into play as the project progresses.

If I have omitted anything from our discussion yesterday, please contact me immediately. If I do not hear from you by August 15, I will assume that all of the preceding statements are correct.

Sincerely,

A handwritten signature in cursive script that reads "Brita".

Brita Tryggvi, AICP  
Associate

pc: Jerry Smith, Redfield Land Company  
Rick Gardner, Genoa Lakes Venture



Project No. 88-003.14  
June 21, 1994

Mr. Jefferson Murphree, AICP  
Department of Development Review  
P.O. Box 11130  
Reno, NV 89520

**Subject: Southwest Pointe - Development Agreement Case No. DA9-1-93**

Dear Jeff:

The purpose of this letter is to request an 18-month extension of time for the above-referenced preliminary development agreement. According to our records, the approval will expire on September 23, 1994. This extension is necessary to provide the Redfield Land Company with sufficient time to work with the U.S.F.S. to acquire the 120-acre parcel immediately to the east of Southwest Pointe. Whites Creek Lane, which is the main access to the property, will go through this property, and this cannot be done until the property is acquired. The Redfield Land Company is working diligently with the U.S.F.S. and the American Land Conservancy to acquire the property; however, we expect this process to take several more months.

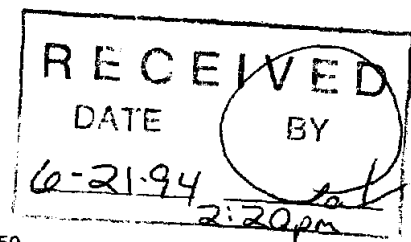
I have enclosed a check for \$125.00 to cover the fee. Please call me if I can provide you with additional information or answer any questions.

Sincerely,

Brita Tryggvi, AICP  
Associate

Attachment

pc: Mr. Rick Gardner, Genoa Lakes Venture  
Mr. Gerald Smith, Redfield Land Company





# WASHOE COUNTY

DEPARTMENT OF PARKS & RECREATION



2601 PLUMAS STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE: (775) 828-6642  
FAX: (775) 829-8014



\_\_\_\_ Finance  
\_\_\_\_ District Attorney  
\_\_\_\_ Risk Manager

**DATE:** December 6, 2002

**TO:** Board of County Commissioners

**FROM:** Mike Boster, Park Planner

**Through:** Karen Mullen, Director

**SUBJECT:** Recommendation to accept the dedication of Arrowcreek Park, which was constructed by the developers of the ArrowCreek subdivision and offered for dedication by the Nell J. Redfield Trust, and authorize Chairman to execute Grant, Bargain and Sale Deed.

**COMMISSION MEETING DATE:** December 17, 2002

**RECOMMENDATION:**

It is recommended that the Board of County Commissioners accept the dedication of Arrowcreek Park, which was constructed by the developers of the ArrowCreek subdivision and offered for dedication by the Nell J. Redfield Trust, and authorize Chairman to execute Grant, Bargain and Sale Deed. The property totals 11.21-acres and is addressed at 2950 Arrowcreek Parkway.

**BACKGROUND:**

Southwest Pointe Associates, L.L.C, developers of the ArrowCreek subdivision, constructed Arrowcreek Park under a County Commission-approved construction and dedication agreement, which required the dedication of the property to Washoe County upon completion of the park improvements. Washoe County staff and the general contractor for the park performed a final walk-through inspection of the site on November 26, 2002. The facility was found to be constructed per plans and ready for dedication to Washoe County.

**PREVIOUS BOARD ACTION:**

June 11, 1996 – Adoption of I-C Park District Master Plan  
October 24, 2000 – Approval of Arrowcreek Park Master Plan  
August 14, 2001 – Approval of Arrowcreek Park Construction and Dedication Agreement

Δ- 12/17/02  
7H

**FISCAL IMPACT:**

The total cost of the Arrowcreek Park was \$807,288.72 of which the County paid \$38,918.11 directly to vendors for benches, impact and water connection fees, signs and markers and construction testing. We have reimbursed Southwest Point Assoc. a total of \$572,035.61 of park construction tax funds to date. The balance of the cost to develop the park, \$157,416.89, will be reimbursed as additional building permits are issued and invoices are received.

Respectfully submitted,

  
Karen Mullen, Director

## **Young, Don**

---

**From:** Klein, Kris  
**Sent:** Wednesday, November 13, 2002 3:38 PM  
**To:** Young, Don  
**Subject:** ARROWCREEK - RELOCATION OF PRESUMED PUBLIC ROAD

Don,

Rich Baines stopped in to discuss a few ArrowCreek items with me. He is wondering how to proceed with the relocation of the presumed public relocation of the Timberline Drive extension, now that they have withdrawn the Development Agreement Amendment. Originally, I believe you and I thought ArrowCreek could relocate it to staff's approval because the roads were not classified as "presumed public" by the BCC until after the ArrowCreek Development Agreement was approved. Then we had the big staff meeting at which it was decided that Dave Roundtree would take the idea of relocation to the BCC. That fell through, and then the relocation was included with the Development Agreement Amendment. How does ArrowCreek proceed, now that the Development Agreement has been withdrawn? If it's an easy answer, I'll pass it on to Rich Baines. If not, he is willing to come in and discuss it with us. Thanks for the input.

Kris Klein  
Washoe County Engineering  
phone: 775-328-2046  
fax: 775-328-3699  
e-mail: kklein@mail.co.washoe.nv.us





May 9, 2002

04

Washoe County  
Department of  
Water Resources  
4930 Energy Way  
Reno, NV 89502-4106  
Tel: (775) 954-4600  
Fax: (775) 954-4610

Ed Davis  
Southwest Pointe Associates, LLC  
10385 Tewa Court  
Reno, NV 89511

SUBJECT: Water Quality Monitoring , ArrowCreek Golf Course

Dear Mr. Davis,

Thank you for opportunity to view the monitoring program on the ArrowCreek Golf Course. I would like to respond to your request of the Water Resources Department to acknowledge your efficient management practices.

On April 24, 2002, you and I met with Josh Fortmann, Kleinfelder and Associates, for the purpose of inspecting the monitoring program on the ArrowCreek Golf Course. The program was initiated as part of the Final Development Agreement (Southwest Pointe Partners), dated August 9, 1996, condition 27, to control the migration of fertilizers, pesticides, herbicides and fungicides from the golf course to Thomas Creek or groundwaters. From our inspection it was apparent to me that the operation of the drains from the greens do not allow for the migration of these contaminants to Thomas Creek or to the groundwaters of Nevada. Further, from the water quality sampling program conducted by Kleinfelder and Associates, these drains have always been dry and therefore not sampled. It is also apparent from the sampling program that contaminants for the golf course in general are not affecting Thomas Creek. This is an indication to me that proper irrigation application rates are occurring such that the course in not generating excess runoff.

Based upon these observations and the sampling results conducted since 1996, I would recommend that the program be reconditioned. I see no reason to continue this line of sampling. I do think that it is important for the golf course to participate in the Interlocal Stormwater Management Program whereby sampling for a few indicator constituents could be incorporated into their monitoring program (Terri Svetich, City of Reno or Lynn Orphan, KennedyJenks).

If you have any questions, please do not hesitate to contact me at (775) 954-4655.

Sincerely,

Michael Widmer  
Hydrogeologist

MCW

c: Steve Bradhurst, Department of Water Resources Director  
Jeanne Ruefer, Water Resources Planning Manager  
Don Young, Department of Community Development

RECEIVED

MAY 10 2002

WASHOE COUNTY  
COMMUNITY DEVELOPMENT



**WASHOE COUNTY PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**

**1001 EAST NINTH STREET  
PO BOX 11130  
RENO NEVADA 89520**

**TELEPHONE (775) 328-2041  
FACSIMILE (775) 328-3699**

**FAX**

DATE: 2-12-02

NO. OF PAGES INCLUDING COVER SHEET: 2

TO: Tim Cronin  
Monterey Development

PHONE: \_\_\_\_\_

FAX PHONE: 31-658-0397

CC: Don Young, Community Development

Susan Hood, Utilities 954-4610

FROM: KRIS KLEIN

DIRECT LINE: (775) 328-2046

FAX: (775) 328-3699

RE: ArrowCreek Unit 25 Common Driveways

REMARKS:  URGENT  FOR YOUR REVIEW  ASAP  PLEASE COMMENT

Tim,

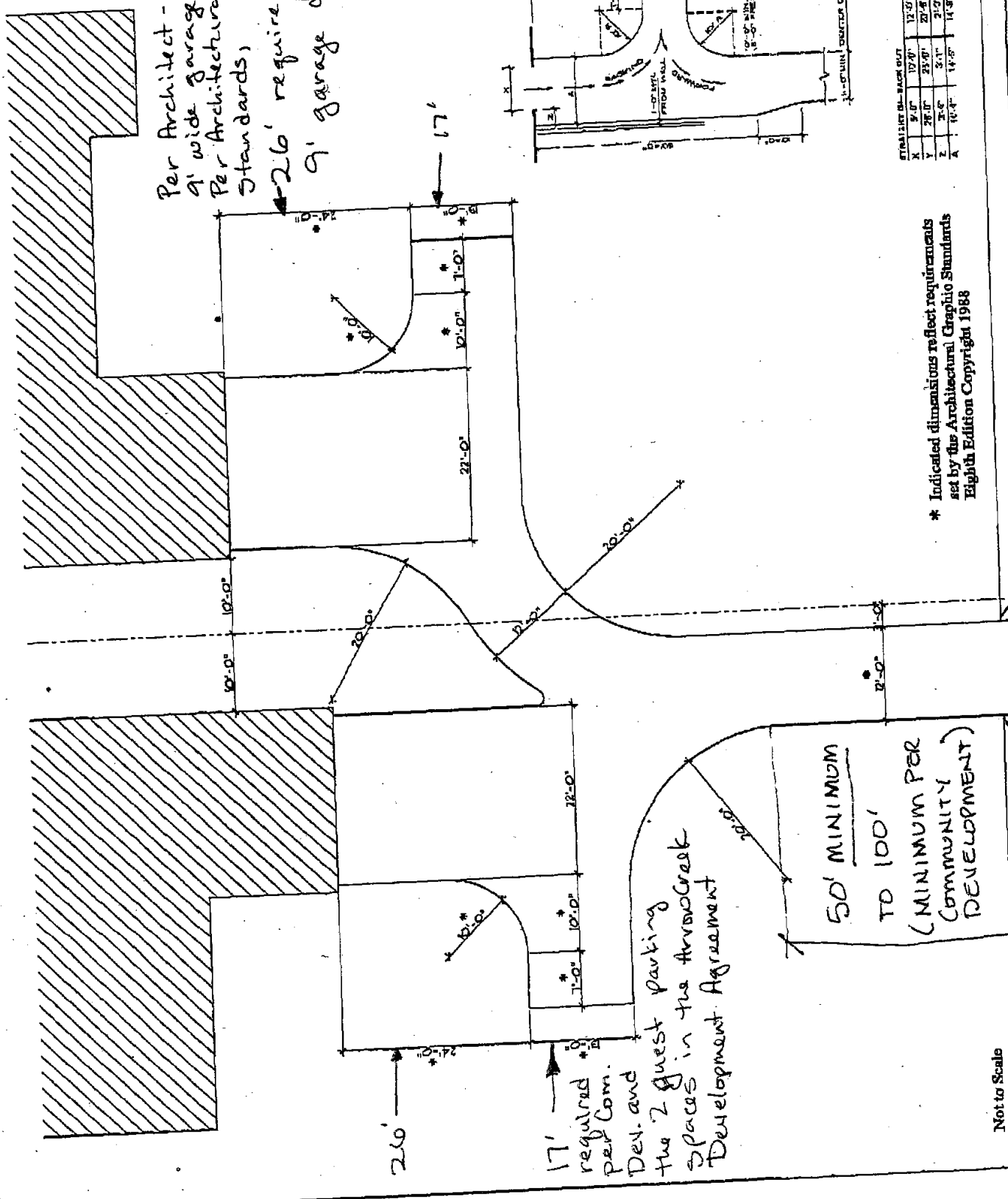
Dave Price, County Engineer has approved your common driveway request with the following conditions and the revisions noted on the attached sketch. Conditions of approval are:

1. Provide approval of driveway configuration from Fire Dept.
2. Add trash pad for each house, adjacent to the street.
3. Water and sewer laterals shall be installed per the Utility Services Division's requirements.

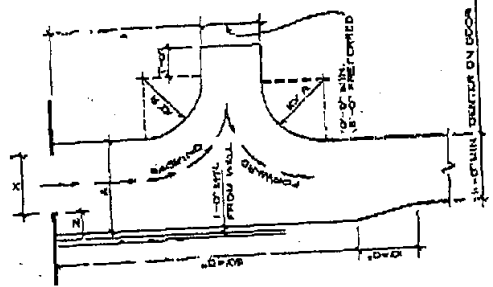
Also, to formalize the request and Dave Price's approval, we need the request submitted in writing by Southwest Pointe. (The Dev. Agmt.

requires that the owner submit the request.) Please use a format similar to the previously approved common driveway request. Please call if you have questions.

Kris



Per Architect - using  
9' wide garage doors.  
Per Architectural  
Standards,  
26' required for  
9' garage doors



STAIR SIZE	BL.	BACK	OUT
X	9'-0"	17'-0"	18'-0"
Y	28'-0"	23'-0"	24'-0"
Z	7'-0"	8'-1"	9'-0"
A	14'-0"	14'-0"	14'-0"

\* Indicated dimensions reflect requirements set by the Architectural Graphic Standards Eighth Edition Copyright 1988

17' required per Com. Dev. and the 2 Guest parking spaces in the Arrowcreek Development Agreement

50' MINIMUM TO 100' (MINIMUM PER COMMUNITY DEVELOPMENT)

Not to Scale

5' ← 5' TAPERS REQUIRED PER STANDARD  
34 Lots at Arrowcreek COUNTY DETAILS.

## Young, Don

---

**From:** Shipman, Madelyn  
**Sent:** Thursday, February 07, 2002 12:45 PM  
**To:** Young, Don  
**Subject:** RE: SW Pointe Development Agreement

Don - I can answer, I think, the last question and will get back after reviewing everything as to the other questions. Because the agreement was so large, what was recorded was a document stating the fact that the property to which the recording obtains is covered by a development agreement, which agreement is located in the Department of Community Development. What concerns me is that you probably shouldn't have the original - it should be with the County Clerk. But, even the latter, I need to check into.

-----Original Message-----

**From:** Young, Don  
**Sent:** Thursday, February 07, 2002 8:39 AM  
**To:** Shipman, Madelyn  
**Cc:** Klein, Kris  
**Subject:** SW Pointe Development Agreement

Kris Klein and I have been working with a developer in ArrowCreek that is thinking of asking the property owner to request a change to the driveway standards in the Development Standards Handbook (DSH) which is Section E of the big binder adopted by reference in the Development Agreement (DA). Page 8 of the Final DA, the one actually adopted by ordinance and signed by the owners and the county, states that the County Engineer (CE) may approve requests to these types of standards.

The main question is: What is the process if the CE refuses to approve these type of variances? Section 110.814.95 states that the BCC may approve an amendment by ordinance, with subsequent certification and recordation, with notice being published in a newspaper. Is this the process to follow if the CE won't approve the variance? And that section implies that we don't have to go thru the PC first?

To further contort the question is Section 110.814.50 which said we could adopt procedures for "minor modifications." Well, we did so in Section 8 (page 8-1) of the DSH. There the Director of Development Review has the authority to determine "whether or not a proposed modification is in substantial compliance with the overall project character." He may then approve it. What are the developer's options if he doesn't approve the request.

One further twist that's more of an aside and not related to the above questions. I have in my possession the original Final DA that was signed by all the property owners, the BCC chair, the clerk, and you. I'm wondering what document was recorded without delay (Section 110.814.85) and what I should do with this one.

Note to Kris: If there's anything I missed or needs further clarification, please chime in. Don



# WASHOE COUNTY

"Dedicated to Excellence in Public Service"



DEPARTMENT OF PUBLIC WORKS  
**ENGINEERING DIVISION**  
David T. Price, P.E., County Engineer

1001 East 9<sup>th</sup> Street  
Post Office Box 11130  
Reno, Nevada 89520  
Telephone: (775) 328-2041  
FAX: (775) 328-3699

November 15, 2000

Jim Szekeres  
Panattoni Construction, Inc.  
5190 Neil Road, Suite 202  
Reno, Nevada 89502

**SUBJECT: ARROWCREEK CART STORAGE BUILDING & COMMUNITY CENTER**  
**Performance Bonds for Landscaping Improvements**

Dear Mr. Szekeres:

We are releasing the following bonds that guarantee landscaping improvements for the ArrowCreek Cart Storage Building and the ArrowCreek Community Center:

ArrowCreek Cart Storage Building	The American Insurance Company Bond No. 11141662756 (\$297,964.80)
ArrowCreek Community Center	The American Insurance Company Bond No. 11141662749 (\$229,880.40)

The Washoe County Engineering Division did not require these bonds or hold the originals; therefore, we are not requiring confirmation of completion. Please contact me if you have any questions.

Sincerely,

DAVID T. PRICE, P.E.  
County Engineer

KRISTINE R. KLEIN, P.E.  
Registered Engineer

KRK/vp

cc: Don Young, Washoe County Department of Community Development ✓

2151422

When Recorded, Return To:

Washoe County Utility Services Division  
P.O. Box 11130  
Reno, NV 89520

APN: 152-010-09

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made and entered into this 28<sup>th</sup> day of October, 1997, by and between **HELEN JEANE JONES, KENNETH G. WALKER and GERALD C. SMITH**, Trustees of the **NELL J. REDFIELD TRUST**, hereinafter referred to collectively as "Grantor", and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, hereinafter referred to as "Grantee".

**WITNESSETH:**

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to it in hand paid by Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto Grantee, its successors and assigns forever, all that certain tract, piece or parcel of land situate in the County of Washoe, State of Nevada, as described on the attached Exhibit "A".

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof, except water rights of all kind, which are reserved to Grantor.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this indenture the day and year first above written.

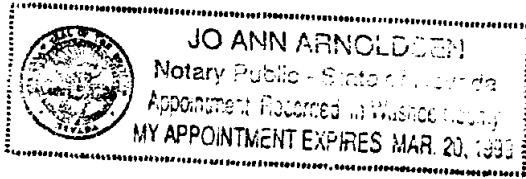
**NELL J. REDFIELD TRUST**

  
HELEN JEANE JONES, Trustee

  
GERALD C. SMITH, Trustee

STATE OF NEVADA       )  
  ) ss.  
COUNTY OF WASHOE    )

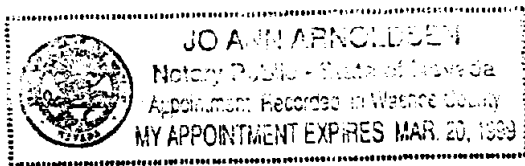
This instrument was acknowledged before me on October 22, 1997 by HELEN JEANE JONES as Trustee of the NELL J. REDFIELD TRUST.



NOTARY: Jo Ann Arnoldsen

STATE OF NEVADA       )  
  ) ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on October 23, 1997 by GERALD C. SMITH as Trustee of the NELL J. REDFIELD TRUST.



NOTARY: Jo Ann Arnoldsen

Accepted For The County Of Washoe

By: Joanne Bond  
Joanne Bond, Chairman  
Washoe County Board Of Commissioners

ATTEST:

Judi Bailey  
Judi Bailey, County Clerk

EXHIBIT "A"

DESCRIPTION

ASSESSMENT DISTRICT WATER TANK SITE FACILITY - PARCEL 7:

A parcel of land situate within the northwest quarter of Section 26, T18N, R19E, MDM, more particularly described as follows:

Commencing at the northeast corner of said Section 26;  
thence S 69°42'51" W, 3587.22 feet to the TRUE POINT OF BEGINNING;  
thence S 54°28'09" W, 220.00 feet;  
thence N 35°31'51" W, 200.00 feet;  
thence N 54°28'09" E, 220.00 feet;  
thence S 35°31'51" E, 200.00 feet to the point of beginning.  
Containing 44,000 square feet, more or less.

ASSESSMENT DISTRICT EFFLUENT TANK SITE FACILITY - PARCEL 8:

A parcel of land situate within the southwest quarter of Section 23, T18N, R19E, MDM, more particularly described as follows:

Commencing at the southeast corner of said Section 23;  
thence N 75°48'42" W, 3992.18 feet to the TRUE POINT OF BEGINNING;  
thence N 84°55'09" W, 351.91 feet;  
thence N 05°04'51" E, 353.55 feet;  
thence S 84°55'09" E, 376.84 feet;  
thence along the arc of a non-tangent 605.00 foot radius curve to the left from a tangent bearing  
S 17°04'47" W through a central angle of 05°46'53" a distance of 61.05 feet;  
thence S 11°17'54" W, 101.36 feet;  
thence along the arc of a tangent 450.00 foot radius curve to the left through a central  
angle of 04°53'32" a distance of 38.42 feet;  
thence N 81°48'03" W, 60.13 feet;  
thence S 08°11'57" W, 18.12 feet;  
thence S 15°32'05" E, 26.63 feet;  
thence S 25°07'20" E, 38.80 feet;  
thence S 55°38'00" E, 36.70 feet;  
thence S 05°04'51" W, 39.42 feet;  
thence along the arc of a tangent 170.00 foot radius curve to the right through a central  
angle of 07°57'49" a distance of 23.63 feet to the point of beginning.  
Containing 2.82 acres, more or less.

Basis of bearings is Parcel Map 3086.





*Handwritten initials and a circled 'F' in the top right corner.*

# Regional Transportation Commission

2050 Villanova Drive ♦ Mailing Address: P.O. Box 30002 ♦ Reno, Nevada 89520-3002 ♦ FAX 324-3503 ♦ Phone 702-348-0400

James M. Shaw, Chairman  
Tom Herndon, Vice Chairman

John R. Mayer, Commissioner  
Judy Pruett, Commissioner

Grant D. Sims, Commissioner  
Celia G. Kupersmith, Executive Director

September 6, 1995

RECEIVED

FR: Chrono/SH 83-96

SEP - 7 1995

WASHOE COUNTY  
DEVELOPMENT REVIEW

Mr. Mike Harper, Director  
Washoe County Department of  
Development Review  
P.O. Box 11130  
Reno, NV 89520-0027

**SUBJECT:** SPW9-10-93 SOUTHWEST POINTE WATER STORAGE SYSTEM/DINGMAN INVESTMENTS. *Don*  
SPW7-22-95 EAGLE CANYON DRIVE LIFT STATION/WASHOE COUNTY UTILITY DIVISION *Don*  
SPW7-23-95 & V7-25-95 Temple Baptist Church of Sparks *Ron*  
SPW7-24-95 MCELLAN PEAK COMMUNICATIONS SITE/HIGH SIERRA COMMNCTN'S *Cheryl*  
SPW7-25-95 WITH SITE REVIEW NORTH LAKE TAHOE FIRE PROTECTION DISTRICT *Sharon*  
DLP7-10-95 & DLP7-11-95 TOM & KATHERINE RICE/HENRI BENI *Cheryl*  
DLP7-12-95 MESSENGERS, INC. *Cheryl*  
SR7-8-95 P&S NUDE FURNITURE *Cheryl*  
SPB6-15-94 SKY MOUNTAIN HOME/HERBERT L. BURKE *Ron*  
V7-26-95 STEPHEN & DEBORAH HANSEN *Sharon*

Dear Mike:

Staff has reviewed the subject applications, and we have no comments.

Thank you for the opportunity to review the above applications. Please feel free to call me or Joe Sikorski of my staff at 348-0480 if you have any questions or comments.

Sincerely,

Jack Lorbeer  
Principal Planner

JML/JMS/dsc

cc: Jack Holmes  
Richard Nelson  
David Price

/NC0895.836



BOB MILLER  
Governor

JOAN G. KERSCHNER  
Department Director

STATE OF NEVADA  
DEPARTMENT OF MUSEUMS, LIBRARY AND ARTS  
STATE HISTORIC PRESERVATION OFFICE

Capitol Complex  
100 Stewart Street  
Carson City, Nevada 89710

August 31, 1995

Don  
RECEIVED  
RECEIVED  
SEP - 5 1995  
WASHOE COUNTY  
DEVELOPMENT REVIEW  
WASHOE COUNTY  
DEVELOPMENT REVIEW

RONALD M. JAMES  
State Historic Preservation Officer

DA9-1-93

Mr. D. Sumner Young, AICP  
Project Planner  
Washoe County  
Department of Development Review  
1001 E. Ninth Street  
Reno NV 89520-0027

RE: Washoe County School District / Redfield Land Company,  
Southwest Pointe Development, Truckee Meadows at Thomas Creek,  
Washoe County.

Dear Mr. Young:

The Nevada State Historic Preservation Office (SHPO) reviewed the cultural resources inventory for the proposed project. The SHPO concurs with the consultant's findings that the following sites are not significant:

KEC-034-2 and KEC-034-4.

The SHPO also concurs with the consultant's findings that the following sites are significant loci of 26Wa99:

KEC-034-1 and KEC-034-3.

As stated in our letter of June 10, 1995 (Southwest Pointe Subdivision) site 26Wa99 has the potential to yield data that would be important to our understanding of the region's prehistory and history. More specifically, further excavation and data recovery could potentially contribute information to research issues concerning lithic procurement, chronology, technology, historic economic development, and the historic social organization of Truckee Meadows.

If you have any questions concerning this correspondence, please feel free to call me at (702) 687-5138.

Sincerely,

Rebecca Lynn Palmer  
Archaeologist

DA 9-1-93



STATE OF NEVADA  
DEPARTMENT OF MUSEUMS, LIBRARY AND ARTS  
STATE HISTORIC PRESERVATION OFFICE

Capitol Complex  
100 Stewart Street  
Carson City, Nevada 89710

BOB MILLER  
Governor

JOAN G. KERSCHNER  
Department Director

RONALD M. JAMES  
State Historic Preservation Officer

August 31, 1995

Mr. D. Sumner Young, AICP  
Project Planner  
Washoe County  
Department of Development Review  
1001 E. Ninth Street  
Reno NV 89520-0027

RE: Addendum No. 2 to A Cultural Resource Assessment of Southwest  
Pointe Development, Truckee Meadows at Thomas Creek, Washoe  
County.

Dear Mr. Young:

The Nevada State Historic Preservation Office (SHPO) reviewed the  
addendum to the cultural resources inventory for the proposed  
project. The SHPO concurs with the consultant's finding that the  
following site is not significant:

KEC-023a-2.

The SHPO also concurs with the consultant's finding that the  
following site is a significant locus of 26Wa99:

KEC-023a-1.

As stated in our letter of June 10, 1995 (Southwest Pointe  
Subdivision) site 26Wa99 has the potential to yield data that would  
be important to our understanding of the region's prehistory and  
history. More specifically, further excavation and data recovery  
could potentially contribute information to research issues  
concerning lithic procurement, chronology, technology, historic  
economic development, and the historic social organization of  
Truckee Meadows.

The SHPO also concurs with the consultant's findings that the  
following site is significant:

KEC-23a-3.

Petroglyphs have long been recognized as significant sites that are  
important representatives of the aesthetic, cultural, and ritual

D. Sumner Young  
August 31, 1995  
Page 2 of 2

values of the Native American groups that created them. As a result, the SHPO concurs with the consultant's finding that this site is regionally significant.

If you have any questions concerning this correspondence, please feel free to call me at (702) 687-5138.

Sincerely,

A handwritten signature in cursive script that reads "Rebecca Lynn Palmer". The signature is written in black ink and includes a long horizontal flourish at the end.

Rebecca Lynn Palmer  
Archaeologist



# WASHOE COUNTY

"To Protect and To Serve"



*[Handwritten signature]*  
*[Handwritten 'F' in a circle]*

DEPARTMENT OF DEVELOPMENT REVIEW  
Michael A. Harper, AICP, Director  
1001 E. Ninth Street  
P.O. Box 11130  
Reno, NV 89520-0027

Development Review (702) 328-6100  
Business License Div. (702) 328-3733  
FAX (702) 328-3648

August 21, 1995

State Historic Preservation Office  
Department of Museums, Library and Arts  
Capitol Complex  
100 Stewart Street  
Carson City, NV 89710

RE: Archaeological/Historical Survey for Southwest Pointe

Dear Mr. James:

In accordance with your earlier request that Washoe County begin forwarding requested surveys to your office, please find enclosed the cover letter and Addendum #2 to the prior survey report from Kautz Environmental Consultants, Inc. Your office had requested the referenced survey upon receiving the following case descriptions from our agency:

Applicant/Property Owner: Dingman Investments/Redfield Land Company

Development Agreement Case No. DA9-1-93 for Southwest Pointe: To develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The total acreage of the project is  $\pm 3,171.6$  acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN:49-010-04, 49-010-10 and 41-030-12)

Washoe County has required the enclosed report be submitted prior to the applicant commencing the project. Please let us know within three weeks from the date of this letter whether the enclosed survey has been found to be acceptable or not. After that time, Washoe County will assume no response to be an acceptance of the survey and with the understanding that permits may be issued. If you have any question, please contact the undersigned at the letterhead address or by telephone at 328-3620. Please excuse the untimeliness of this agency in forwarding the new information.

Sincerely,

*[Handwritten signature]*  
D. Sumner Young, AICP  
Project Planner

Enclosures

DSY(SHPO002)

xc: Applicant (memo only): Redfield Land Company, Attn: Jerry Smith, 1755 East Plumb Lane #212, Reno, NV 89502; Dingman Investments, Genoa Lakes Venture, PO Box 346, Genoa, NV 89411; CFA, Inc., Attn: Brita Tryggvi, 1150 Corporate Boulevard, Reno, NV 89502; Kautz Environmental Consultants, Inc., Attn: Robert R. Kautz, Ph.D., 1135 Terminal Way, Suite 207, Reno, NV 89502.



BOB MILLER  
Governor

JOAN G. KERSCHNER  
Department Director

STATE OF NEVADA  
DEPARTMENT OF MUSEUMS, LIBRARY AND ARTS  
STATE HISTORIC PRESERVATION OFFICE

Capitol Complex  
100 Stewart Street  
Carson City, Nevada 89710

RECEIVED

AUG 10 1995

WASHOE COUNTY  
DEVELOPMENT REVIEW

RONALD M. JAMES  
State Historic Preservation Officer

August 9, 1995

Mr. D. Sumner Young, AICP  
Project Planner  
Washoe County Dept. of Development Review  
1001 E. Ninth Street  
P.O. Box 11130  
Reno NV 89520-0027

RE: Southwest Pointe, South Truckee Meadows at Thomas Creek,  
Washoe County.

Dear Mr. Young:

The Nevada State Historic Preservation Office (SHPO) acknowledges receipt of your submission dated July 26, 1995. Earlier in the month, this office expressed concern about a number of previously-recorded archaeological sites identified within the project area that were not addressed in the initial cultural resources inventory report. Your submission has adequately addressed this concern.

As of this date, the following sites have been identified within the boundaries of the project area:

26Wa2016 (KEC-014-L);      26Wa2014 (KEC-014-O);  
KEC-014-B;      KEC-014-C;      KEC-014-D;      KEC-014-E;  
KEC-014-F;      KEC-014-G;      KEC-014-H;      KEC-014-I;  
KEC-014-J;      KEC-014-K;      KEC-014-M;      KEC-014-P;  
KEC-014-Q;      KEC-014-R;

26Wa99 (KEC-014-N) includes the following sites:  
26Wa1073;      26Wa3124;      26Wa3126;      26Wa3127;  
and the portions of 26Wa2012 described on page 2 of Dr.  
Kautz's letter dated July 26, 1995.

As of this date, the following previously-recorded sites could not be relocated within the boundaries of the project area:

26Wa2013; 26Wa2015; and 26Wa2017.

Mr. D. Sumner Young  
August 9, 1995  
Page 2 of 2

After reviewing the additional information Washoe County submitted concerning this project, our original review of the sites identified within the project area remains unchanged.

The SHPO concurs with the consultant's findings that the following sites are not significant:

26Wa2014;	KEC-14-B;	KEC-14-C;	KEC-14-D;
KEC-14-E;	KEC-14-F;	KEC-14-H;	KEC-14-I;
KEC-14-M;	KEC-14-P;	KEC-14-Q.	

The SHPO concurs with the consultant's findings that the following sites are regionally significant:

26Wa99;	26Wa2016;	KEC-14-J;	KEC-14-K.
---------	-----------	-----------	-----------

As stated by the consultant, these sites have the potential to yield data that would be important to our understanding of the region's prehistory and history. More specifically, further excavation and data recovery could potentially contribute information to research issues concerning lithic procurement, chronology, technology, historic economic development, and the historic social organization of Truckee Meadows.

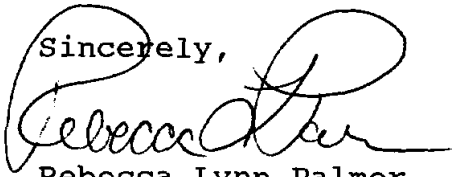
The SHPO still does not concur with the consultant's findings that the following sites are not significant:

KEC-14-G and KEC-14-R.

Petroglyphs such as these have long been recognized as significant sites that are important representatives of the aesthetic, cultural, and ritual values of the Native American groups that created them. As a result, the SHPO considers these sites to be regionally significant.

If you have any questions concerning this correspondence, please call me at (702) 687-5138.

Sincerely,



Rebecca Lynn Palmer  
Archaeologist

cc: Dr. Robert Kautz, Kautz Environmental Consultants, Inc.

Date: Mon 6-05-1995 7:47

Name: Nebesky, Scott

Company: REGIONAL PLANNING

Phone: 348-2527

Status: Returned Your Call

Message: CSV sewer treatment plant. 1200 6/2 DY

Left msg at 1040 on 6/7. DY

Meeting for July should be 7/26; save a place on the agenda by 7/7;  
have info it to TMRPA by 7/10-12.

SN also noted [REDACTED] issued grading permit but the  
SHPO notes that there are some very significant resources that need  
to be preserved. 0905 6/9 DY

*[Handwritten signature]*  
F





BOB MILLER  
Governor

STATE OF NEVADA  
DEPARTMENT OF MUSEUMS, LIBRARY AND ARTS  
STATE HISTORIC PRESERVATION OFFICE  
Capitol Complex  
100 Stewart Street  
Carson City, Nevada 89710

RECEIVED  
JUN - 6 1995  
WASHOE COUNTY  
DEVELOPMENT REVIEW

*[Handwritten initials]*  
*[Handwritten 'F' in a circle]*

JOAN G. KERSCHNER  
Department Director

RONALD M. JAMES  
State Historic Preservation Officer

June 2, 1995

Mr. D. Sumner Young, AICP  
Project Planner  
Washoe County Dept. of Development Review  
1001 E. Ninth Street  
P.O. Box 11130  
Reno NV 89520-0027

RE: Southwest Pointe, South Truckee Meadows at Thomas Creek,  
Washoe County.

Dear Mr. Young:

The Nevada State Historic Preservation Office (SHPO) reviewed the cultural resources report for the proposed project. The SHPO concurs with the consultant's findings that the following sites are not significant:

KEC-14-B;            KEC-14-C;            KEC-14-D;            KEC-14-E;  
KEC-14-F;            KEC-14-H;            KEC-14-I;            KEC-14-M;  
KEC-14-O;            KEC-14-P;            KEC-14-Q.

The SHPO also concurs with the consultant's findings that the following sites are regionally significant:

26Wa99/26Wa1073;    KEC-14-J;            KEC-14-K;            KEC-14-L.

As stated by the consultant, these sites have the potential to yield data that would be important to our understanding of the region's prehistory and history. More specifically, further excavation and data recovery could potentially contribute information to research issues concerning lithic procurement, chronology, technology, historic economic development, and the historic social organization of Truckee Meadows.

The SHPO does not concur with the consultant's findings that the following sites are not significant:

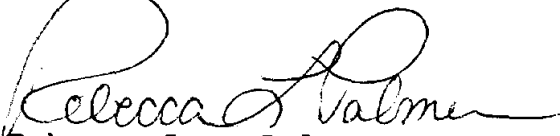
KEC-14-G and KEC-14-R.

Mr. D. Sumner Young  
June 2, 1995  
Page 2 of 2

Petroglyphs such as these have long been recognized as significant sites that are important representatives of the aesthetic, cultural, and ritual values of the Native American groups that created them. As a result, the SHPO considers these sites to be regionally significant. The SHPO also recommends that Ms. Jody Steele, cultural coordinator for the Washoe Tribe of Nevada and California, be contacted concerning these specific sites. It is possible that these features might be significant to the traditional culture of the Washoe Tribe.

If you have any questions concerning this correspondence, please call me at (702) 687-5138.

Sincerely,



Rebecca Lynn Palmer  
Archaeologist

cc: Jody Steele, Washoe Tribe of Nevada and California  
Robert R. Kautz, Ph.D., Kautz Environmental Consultants, Inc.



# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF DEVELOPMENT REVIEW  
Michael A. Harper, AICP, Director  
1001 E. Ninth Street  
P.O. Box 11130  
Reno, NV 89520-0027

Development Review (702) 328-6100  
Business License Div. (702) 328-3733  
FAX (702) 328-3648

May 31, 1995

State Historic Preservation Office  
Department of Museums, Library and Arts  
Capitol Complex  
100 Stewart Street  
Carson City, NV 89710

RE: Archaeological/Historical Survey for Southwest Pointe

Dear Mr. James:

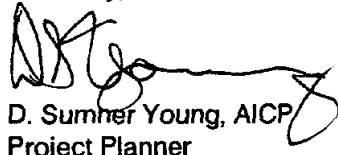
In accordance with your earlier request that Washoe County begin forwarding requested surveys to your office, please find enclosed the cover letter, survey report, and encoding forms from Kautz Environmental Consultants, Inc. Your office had requested the referenced survey upon receiving the following case descriptions from our agency:

Applicant/Property Owner: Dingman Investments/Redfield Land Company

Development Agreement Case No. DA9-1-93 for Southwest Pointe: To develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The total acreage of the project is  $\pm$ 3,171.6 acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN:49-010-04, 49-010-10 and 41-030-12)

Washoe County has required the enclosed report be submitted prior to the applicant commencing the project. Please let us know within three weeks from the date of this letter whether the enclosed survey has been found to be acceptable or not. After that time, Washoe County will assume no response to be an acceptance of the survey and with the understanding that permits may be issued. If you have any question, please contact the undersigned at the letterhead address or by telephone at 328-3620.

Sincerely,



D. Sumner Young, AICP  
Project Planner

Enclosures

DSY(SHPO002)

xc: Applicant (memo only): Redfield Land Company, Attn: Jerry Smith, 1755 East Plumb Lane #212, Reno, NV 89502; Dingman Investments, Genoa Lakes Venture, PO Box 346, Genoa, NV 89411; CFA, Inc., Attn: Brita Tryggvi, 1150 Corporate Boulevard, Reno, NV 89502; Kautz Environmental Consultants, Inc., Attn: Robert R. Kautz, Ph.D., 1135 Terminal Way, Suite 207, Reno, NV 89502.

REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO  
CORPS OF ENGINEERS  
1325 J STREET  
SACRAMENTO, CALIFORNIA 95814-2922

November 14, 1994

Regulatory Section (WD) (9400905)

Bruce Kenny  
Soil Resource Investigations  
1390 Tioga Way  
Reno, Nevada 89503

Dear Mr. Kenny:

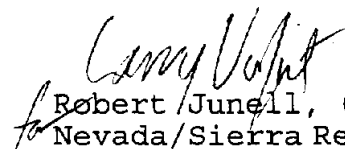
This is in response to your request for verification of a wetland delineation on the Southwest Pointe property in southern Reno. The site is located within several Sections of Township 18 North, Range 19 East, Washoe County, Nevada.

Based upon the information provided and a site inspection by Ms. Jeanette Gallihugh, we have determined that the delineation provided to us by you is accurate with the exception of additional waters of the U.S. being present. One is a braided tributary to Dry Creek in the middle of the site and the second is an ephemeral drainage in the southwest portion of the property. These additions are marked on the enclosed maps (labeled WD 199400905, dated 10-25-94) defining the wetlands and waters located on the property.

Our jurisdiction in this area is under Section 404 of the Clean Water Act. A Department of the Army permit is required prior to discharging dredged or fill material into, or excavation of, a water of the United States, including wetlands. Accordingly, a permit will be required prior to filling any of the waters present on your property described above. The type of permit required will depend on the type and amount of waters which would be lost or adversely modified by fill activities.

This verification is valid for five years from the date of this letter. If you have any questions, please contact Ms. Gallihugh at our Reno Field Office, C. Clifton Young Federal Building, 300 Booth Street, Room 2120, Reno, Nevada 89509, or telephone (702)784-5304.

Sincerely,

  
Robert Junell, Chief  
Nevada/Sierra Regulatory Office

Enclosures



# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF DEVELOPMENT REVIEW  
Michael A. Harper, AICP, Director  
1001 E. Ninth Street  
P.O. Box 11130  
Reno, NV 89520-0027

Development Review (702) 328-6100  
Business License Div. (702) 328-3733  
FAX (702) 328-3648

## MEMORANDUM

**TO:** Washoe County Planning Commission

**FROM:** Jeff V. Murphree, AICP, Planner

**RE:** Amendment Request for Development Agreement Case No. DA9-1-93  
(Southwest Pointe)

**DATE:** August 30, 1994

---

The above referenced application is scheduled to be reviewed at the September 7, 1994 Planning Commission meeting. Due to a conflict in meeting times, the applicant is requesting this application be deferred until the September 20, 1994 Planning Commission meeting. Staff is currently reviewing the amendment request and recommends the application be continued to next available meeting.

**Att:** August 30, 1994 letter.

jvm(DA193M)

**xc:** Brita Tryggvi, AICP, Associate, CFA, Inc., 1150 Corporate Blvd., Reno, NV 89502.

After recording mail to:

Redfield Land Company  
1755 East Plumb Lane, Suite 212  
P. O. Box 61  
Reno, NV 89504

COPY

EASEMENT

This Easement is made this 10th day of July, 1994 by and between TMS Associates, a limited partnership ("TMS") and Betty Alyce Jones, Helen Jeanne Jones, Iris G. Brewerton, Kenneth G. Walker and Gerald C. Smith, surviving trustees of the Nell J. Redfield Trust (collectively referred to herein as the "Trust").

R E C I T A L S:

This Easement is made with reference to the following facts:

1. On or about July 1, 1980 Nell J. Redfield and TMS Associates entered into an agreement wherein TMS would provide to Redfield the location of an easement over a portion of the properties owned by TMS more particularly described in Exhibit "A" attached hereto (the "TMS Property") for use in conjunction with certain real property then owned by Ms. Redfield.

2. The Trust, successor-in-interest of Nell J. Redfield, owns that certain real property described in Exhibit "B" (the "Trust Property") and wishes to obtain an easement for the purposes described hereinafter.

NOW THEREFORE, it is hereby agreed between the parties as follows:

A. Easement Over The Easement Property.

1. Grant of Easement: TMS hereby grants to the Trust, for the benefit of the Trust Property and the mortgagees, holders of security interest, tenants, lessees, sublessees, employees and agents of the Trust an easement for the ingress and egress of vehicles to the Trust Property over that portion of the TMS Property described on Exhibit "C" attached hereto (hereinafter the "Easement Property").

2. Purpose of Easement: The easement granted hereby shall be for the purpose of allowing the ingress and egress of vehicles from Zolezzi Lane to the Trust Property and providing for underground utilities.

BK 4114 PG 0118

B. Non-Exclusive Easement. This Easement is non-exclusive and may be used by TMS, its mortgagees, holders of security interest, tenants, lessees, sub-lessees, grantees, employees, agents, licensees, visitors and invitees for any purpose, including general unrestricted access to the TMS Property. TMS may, at TMS's sole discretion, pave the road constructed on the Easement Property (the "Road"), widen it and move it to another location on the TMS Property so long as access is still provided to the Trust Property to the satisfaction of Washoe County and the Nevada Division of Forestry. TMS may, at TMS's sole discretion, relocate the roadway and utilities, if so placed within the Easement Property, with the consent of the Trust which consent will not be unreasonably withheld. The Trust agrees to provide TMS with no less than sixty days notice prior to the placement of any utilities within the Easement Property. The Trust agrees to withhold any and all objections to TMS tying into utilities placed within the Easement Property. TMS agrees to fund its proportionate share of the utility construction cost if TMS ties into the utilities placed within the Easement Property.

C. Road Design: Bridges. The Road shall be constructed at the expense of the Trust and/or the County of Washoe and under no circumstances at the expense of TMS. The Road design, method of construction, any bridges constructed thereon, culverts and all other matters in connection with the design and construction of the Road on the Easement Property must comply with all ordinances and requirements of all governmental agencies for such a road and must be approved by TMS, which approval shall not be unreasonably withheld.

D. Maintenance. The Trust shall maintain the Road at all times, all culverts and bridges constructed thereon or associated therewith and all slopes and shall grade the Road, keep it free of debris and vegetation and keep it passable at all times as shall be reasonably required and approved by TMS and in conformance with all regulations of Washoe County.

E. Easement Runs With The Land. The easement granted hereby shall run with the land, benefit the Trust Property, burden the TMS Property and shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of both TMS and the Trust in ownership of their respective properties described herein. Neither the benefits nor the burdens of the easement granted hereby shall run with any other land or to the benefit of any other entity or person whatsoever. No other person or entity is intended to nor shall any such person or entity be the beneficiary of any provision of this document.

F. Indemnity. The Trust shall indemnify and hold TMS harmless from any liability, claims, causes of action, damages or costs, including attorneys fees, which TMS may incur in connection with or relative to the easement granted hereby and to the


construction, use and maintenance of the Road, arising from any act or failure to act, except the intentional act, failure to act or negligence of TMS. The Trust shall protect, indemnify and hold harmless TMS, its partners, officers, agents, employees, attorneys, successors and assigns from and against any loss, damage, claim, expense or liability (including attorneys fees) directly or indirectly arising out of or attributable to the use, presence, generation, production, release, discharge or disposal of a hazardous substance (as defined in any statute, ordinance or governmental regulation) on or about the Easement Property caused in any way by the Trust or its successors and assigns or anyone using the Easement Property granted hereby, or any replacement thereof, for access to the Trust Property.

G. Prior Agreements. This Easement supersedes any and all prior understandings and agreements between TMS and the Trust of any kind whatsoever, including but not limited to the agreement of July 1, 1980 described in recital 1 above, and shall be deemed to be in complete satisfaction of and in complete compliance with all such agreements and understandings.


H. Attorneys Fees. Either party may enforce this instrument by appropriate action and the prevailing party shall be entitled to recover costs, including reasonable attorneys fees.

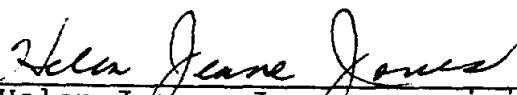
I. Law. This Easement shall be governed by Nevada law.

TMS ASSOCIATES, a limited partnership

By:   
Peter M. Thomas, General Partner

By:   
Robert J. Sullivan, General Partner

  
Betty Alyce Jones, surviving trustee  
of the Nell J. Redfield Trust

  
Helen Jeanne Jones, surviving trustee  
of the Nell J. Redfield Trust



Iris G. Brewerton, surviving trustee  
of the Nell J. Redfield Trust

Kenneth G. Walker, surviving trustee  
of the Nell J. Redfield Trust

Gerald C. Smith  
Gerald C. Smith, surviving trustee  
of the Nell J. Redfield Trust

State of Nevada  
County of Washoe

This instrument was acknowledged before me on July 12, 1994 by Peter M. Thomas, General Partner of TMS Associates, a limited partnership.

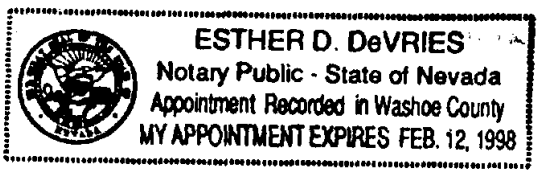
Linda A. Sealock  
Notary Public

State of NEVADA  
County of WASHOE



This instrument was acknowledged before me on June 15,  
1994 by Robert J. Sullivan, General Partner of TMS Associates, a limited partnership.

Esther D. DeVries  
Notary Public

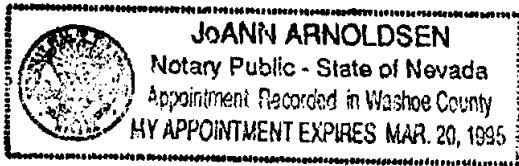


BK 4114PG0121

State of Nevada

County of Washoe

This instrument was acknowledged before me on June  
29, 1994 by Betty Alyce Jones, surviving trustee of the Nell  
J. Redfield Trust.

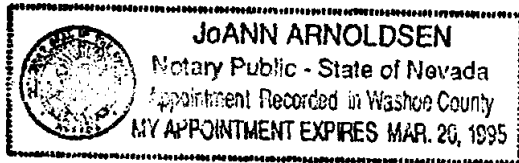


JoAnn Arnoldsen  
Notary Public

State of Nevada

County of Washoe

This instrument was acknowledged before me on June  
29, 1994 by Helen Jeanne Jones, surviving trustee of the  
Nell J. Redfield Trust.



JoAnn Arnoldsen  
Notary Public

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_ by Iris G. Brewerton, surviving trustee of the Nell  
J. Redfield Trust.

\_\_\_\_\_  
Notary Public

BK4114PG0122

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_ by Kenneth G. Walker, surviving trustee of the Nell  
J. Redfield Trust.

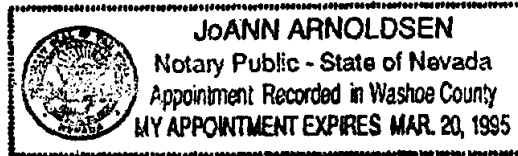
\_\_\_\_\_  
Notary Public

State of Nevada

County of Washoe

This instrument was acknowledged before me on June  
29, 1994 by Gerald C. Smith, surviving trustee of the Nell  
J. Redfield Trust.

JoAnn Arnoldsen  
\_\_\_\_\_  
Notary Public



BK4114PG0123

EXHIBIT "A"

TMS PROPERTY

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

All of Section 13, Township 18 North, Range 19 East,  
M.D.B. & M.

EXCEPTING THEREFROM that portion lying Northeasterly of  
the Steamboat Ditch.

Said land is shown on Survey Map No. 1326 recorded August  
23, 1979, as File No. 625159.

APN 49-010-05  
06

BK4114PG0124

EXHIBIT "B"

TRUST PROPERTY

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

All of the following sections of Township 18 North, Range  
19 East, M.D.B. & M.:

2, 10, 14, 15, 22, 23, 24, 26, 27.

*APN 49-010-10*

BK4114PG0125

EXHIBIT "C"

EASEMENT PROPERTY

A parcel of land situate within the County of Washoe, State of Nevada, as follows:

The east 3300.00 feet of the south 60.00 feet of Section 13, Township 18 North, Range 19 East, M.D.B. & M.

APN 49-010-05  
-06

BK4114PG0126

OFFICIAL RECORDS  
WASHOE CO. NEVADA  
RECORD REQUESTED BY  
*James Arnoldson*  
1818322  
'94 JUL 25 A9:07

JOE MELCHER  
COUNTY RECORDER  
15.00 PER BX

1500

JUL 7 1994

# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
DAVID T. PRICE, COUNTY ENGINEER, P.E.

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
PHONE: (702) 328-2041

July 1, 1994

R. D. Kipp Consulting, Inc.  
6174 Lakeside Drive, Suite 104  
Reno, Nevada 89511

DA 9-1-93  
SW Pointe

ATTN: Ron Kipp

RE: Wedge Meadows Subdivision (TM6-6-93)  
Wedge Parkway Alignment Study

Dear Mr. Kipp:

This is in response to your request dated March 29, 1994, that Odyssey Engineering be accepted by Washoe County to prepare the alignment study and design of Wedge Parkway between Zolezzi Lane and the southern boundary of the proposed Wedge Meadows Subdivision.

Tentative map conditions for the Wedge Meadows and Southwest Pointe subdivisions, and Washoe County Public Works memorandum dated October 26, 1993, required the following prerequisites to design of the Whites Creek Lane/Wedge Parkway minor arterial from west of Thomas Creek Lane to South Virginia Street (including the Zolezzi Lane/Wedge Parkway/South Virginia Street intersection):

1. An alignment study be performed prior to approval of any final map for Wedge Meadows Subdivision.
2. Completion of a Zolezzi Lane/Wedge Parkway intersection location and design study.
3. Completion of an "area wide" transportation study to determine the cumulative effects of existing, proposed and probable future development.
4. That design and location of transportation facilities is based on an approved Whites Creek drainage basin management plan. The Zolezzi Lane/Wedge Parkway/South Virginia Street intersection is to include that right-of-way and those associated drainage easements needed to accommodate facilities required for drainage of adjacent affected properties for the 100 year flood, consistent with interim Whites Creek basin management policies.

RE: Wedge Meadows Subdivision (TM6-6-93)  
Wedge Parkway Alignment Study

July 1, 1994

Page Two

Your request could not be approved until certain of the above requirements were completed and/or otherwise satisfied. The following have now been done and found to be acceptable: RTC has completed an area-wide transportation study forecasting future traffic volumes at the critical Zolezzi Lane/Wedge Parkway/South Virginia Street intersection (reference: RTC letter concerning Southwest Pointe Subdivision traffic impacts dated November 11, 1993); a conceptual alignment of Whites Creek Lane acceptable to Washoe County (reference: letter dated June 7, 1994, concerning Pine Tree Subdivision); and the Second Draft of the preliminary Whites Creek Basin Management study (prepared by Cella Barr Associates and dated April 4, 1994) which was recently presented to Southwest Truckee Meadows CAB, as well as to affected developers, engineering consultants, and government entities .

In consideration of the foregoing, Odyssey Engineers may proceed to prepare the Wedge Parkway alignment study and Zolezzi Lane/Wedge Parkway/South Virginia Street intersection design subject to the following conditions:

1. A site specific drainage study must be performed which addresses the conveyance across South Virginia Street and surrounding affected properties. The applicable recommendations in the Cella Barr report of April 4, 1994, are to be followed.
2. The Zolezzi Lane/Wedge Parkway/South Virginia Street intersection design must be in accordance with RTC letters concerning TM6-6-93 dated July 16, 1993, and TM9-14-93 dated November 11, 1993, and applicable tentative map conditions.
3. Coordination with other affected property owners for their review of your design proposals is required.



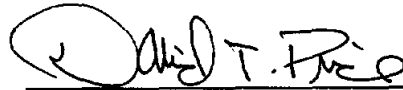
RE: Wedge Meadows Subdivision (TM6-6-93)  
Wedge Parkway Alignment Study

July 1, 1994

Page Three

We appreciate your work on these critical transportation planning and design matters. Please call me if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "David T. Price". The signature is written in a cursive style with a large initial "D".

---

DAVID T. PRICE P.E.  
County Engineer

DTP/vp

cc: Craig V. McConnell, Public Works Director  
Gregory H. Krause, RTC Planning Manager  
Kirk Nichols - Engineering Division  
Jeff Murphree - Dept. of Development Review

# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
DAVID T. PRICE, COUNTY ENGINEER, P.E.

June 7, 1994

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
PHONE: (702) 328-2041

SWPOINTE  
DA9-1-93

TO: Michael A. Harper, Director  
Department of Development Review

FROM: David T. Price, County Engineer

SUBJECT: Pine Tree Ranch Subdivision (TM10-16-93)  
Proposed Unit 1 Final Map, Adjacent to Whites Creek Lane

This letter responds to the applicant's position, as set forth in detail by the attached CFA, Inc., letter dated May 31, 1994, that the recently submitted Unit 1 final map is in compliance with Tentative Map Condition No. 19.

Upon further detailed review of the submittals and Condition No. 19, we find that the applicant is in reasonable conformance with the condition. The prior right-of-way dedication for Whites Creek Lane, as it exists today, both will provide satisfactory access to Unit 1, and constitutes their equitable share of necessary right-of-way. We do not foresee an alignment of Whites Creek Lane which would require additional right-of-way from this parcel. In the (unlikely) event that the existing alignment of Whites Creek Lane becomes the final configuration, a minimum 50 foot radius (which appears will not affect the proposed detention facility), will be needed at the intersection with Wedge Parkway, for right lane turning movements. Dedication of the associated right-of-way is required.

The applicant has agreed to post a bond for the Whites Creek Lane improvements as required by Condition No. 19 and a registered engineer's detailed estimate of the construction costs will be used to determine the bond amount.

We will continue to process the submittals in accordance with normal procedures and forward the final map to you when the applicable tentative map conditions are satisfied.

A handwritten signature in cursive script that reads "David T. Price".

DAVID T. PRICE, P.E.

attachment  
DTP/vp

cc: Alex Fittinghoff, President, CFA, Inc.  
Craig V. McConnell, Public Works Director  
Kirk Nichols, Engineering Division  
Jeff Murphree, Department of Development Review

# Regional Transportation Commission

2050 Villanova Drive • Mailing Address: P.O. Box 30002 • Reno, Nevada 89520-3002 • FAX 324-3503 • 702-348-0400  
John R. Mayer, Chairman                      Larry Beck, Commissioner                      Grant D. Sims, Commissioner  
James M. Shaw, Vice Chairman              Tom Herndon, Commissioner                  Celia G. Kupersmith, Executive Director

May 24, 1994

FR: Chrono/SH 83-4

Mr. Mike Harper, Director  
Washoe County Department of  
Development Review  
Post Office Box 11130  
Reno, NV 89520-0027

DA 9-1-93  
SOUTHWEST POINTE

**SUBJECT: TM10-16-93 Pine Tree Ranch Subdivision—White's Creek Lane**

Dear Mike:

Staff has met with Department of Development Review and Engineering Division staff and with representatives of the subject development to review their suggested alternative alignments for White's Creek Lane. The developer is requesting "approval" of either of the alternatives because this would remove the future arterial from the subject property.

In some important ways the suggested alternatives are considered superior to the existing White's Creek Lane. Two concerns raised by staff could not be resolved at this meeting. These concerns are discussed in detail below.

Staff has the following recommendations regarding the suggested alignment alternatives and conditions of approval relative to White's Creek Lane and the Pine Tree Ranch subdivision:

## RECOMMENDATIONS:

1. In order to assure completion of planned transportation facilities needed to accommodate approved development in the Southwest Planning Area, existing right-of-way for White's Creek Lane should be preserved until an alternative alignment is formally adopted by the Washoe County Board of County Commissioners.
2. To provide a basis for adoption of an alignment for the future facility, an alignment study, required by existing conditions of approval for the Pine Tree Ranch Subdivision, should be completed to the satisfaction of the County Engineer.

Mr. Mike Harper, Director  
May 24, 1994  
Page 2

**DISCUSSION:**

Staff is concerned that the developer's request may jeopardize the ability to provide transportation facilities identified in the Southwest Area Plan. The above alternatives address concerns of area residents regarding traffic volumes on other existing facilities and facilitate implementation of regional and Southwest Planning Area transportation plans. For these reasons, RTC staff has indicated that the suggested alternatives are superior, from a traffic perspective, to the existing White's Creek alignment.

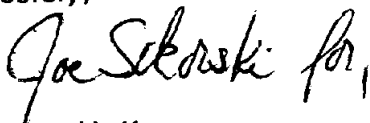
Two important questions remain regarding the ability to build the planned arterial along the proposed new alignments:

1. What physical, environmental, or archeological constraints exist along the proposed alignments which could affect design, construction, and cost of the future facility?
2. Can the county be assured that right-of-way will be secured so that the facility may be constructed when needed (i.e., when Southwest Pointe develops)?

Existing conditions of approval address the above concerns by requiring a study to assess the physical feasibility of alternative alignments, including the existing White's Creek Lane. Right-of-way for alternatives to the existing White's Creek Lane is not yet secured, and use of eminent domain may be required if one of these alternatives is selected. For this reason, staff feels it appropriate that the issue of adoption of a new alignment be determined by the Board of County Commissioners, based on information obtained in the above required study.

Thank you for the opportunity to comment on the above transportation-related development issues. Please feel free to call me or Joe Sikorski of my staff if you have any questions or comments.

Sincerely,



Gregbry H. Krause  
Planning Manager

GHK/JMS/dsc

cc Larry Beck  
James Shaw  
Alex Fittinghoff  
Derek Morse  
Richard Nelson

/3440594T.834

OCT 27 1994

**NOTICE OF PUBLIC HEARING**

**AMENDMENT - DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**  
**SOUTHWEST POINTE/DINGMAN INVESTMENTS**

**NOTICE IS HEREBY GIVEN** that the Board of County Commissioners, Washoe County, Nevada, will hold a public hearing on Tuesday, November 8, 1994, at 6:00 p.m. in the Commission Chambers of the Washoe County Administration Complex, 1001 Ninth Street, Reno, Nevada, to consider the amendment of a preliminary development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The amendment would allow the applicant to begin preliminary grading of the golf course and installation of infrastructure along Zolezzi Lane prior to the approval of the final development agreement. The total acreage of the project is ±3,171.6 acres. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR), and General Rural (GR), and is situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada.

Anyone desiring to attend said hearing to protest or to affirm may do so by appearing at the above-named time and place. The staff person to contact prior to the hearing for more information is Jeff Murphree at 328-3613.

JUDI BAILEY, County Clerk

---

cc: Building, Planning, Engineer, Health, **Development Review**

NOTICE OF PUBLIC HEARINGAMENDMENT OF DEVELOPMENT  
AGREEMENT CASE NO. DA9-1-93  
SOUTHWEST POINTE/DINGMAN  
INVESTMENTS

NOTICE IS HEREBY GIVEN, that the Washoe County Board of Commissioners will hold a public hearing on Tuesday, SEPTEMBER 27, 1994, at 9:30 a.m., in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, to consider amendment of a development agreement timeline to Dingman Investments for Southwest Pointe and thereby grant an 18-month extension to finalize the document which facilitates construction of a residential community which includes 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities and a commercial village center, the total acreage being ±3,171.6 acres, designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada.

Anyone desiring to attend said hearing to protest or to affirm may do so by appearing at the above-named time and place.

JUDI BAILEY, County Clerk

---

cc: Building, Planning, Engineer, Health, ~~Development Review~~

DATE: January 21, 1999

RE: PUBLIC HEARING: AMENDMENT OF THE CONDITION OF APPROVAL SPECIFYING THE CONSTRUCTION HAUL ROUTE FOR DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 AND MODIFICATION OF THE MINIMUM LOT SIZE PERMITTED BY THE DEVELOPMENT STANDARDS HANDBOOK FOR ARROWCREEK (SOUTHWEST POINTE) (SOUTHWEST POINTE ASSOCIATES/REDFIELD LAND COMPANY)

You are hereby notified that an application for an amendment to a Development Agreement has been filed with the Washoe County Planning Commission.

This application requests permission to amend Condition 12 of Development Agreement Case No. DA9-1-93 to allow a proposed construction haul route to be constructed to Mount Rose Highway (SR 431) to replace the currently required ArrowCreek Parkway (fka Whites Creek Lane). To modify Table 1-2 in the required Development Standards Handbook to change the minimum permitted lot size to be reduced from 12,000 square feet to 4,500 square feet. This would permit a housing mix (e.g., courtyard or patio homes, zero lot line homes, and attached or detached townhouses) that is not currently allowed but would not change the approved number of units or the percentage of lots in each category. The previously-approved Development Agreement facilitates the development of the residential community which includes 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The total acreage of the project is  $\pm 3,171.6$  acres and it is located north of Mount Rose Highway and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 152-010-10; 152-020-04 thru 65; and 152-051-02 thru 152-053-05, 152-061-01 thru 152-063-17)

A public hearing will be held in the Commission Chambers, 1001 East Ninth Street, Reno, Nevada, on February 2, 1999 at 7:00 p.m., or as soon thereafter as may be practicable. As an owner of property in the vicinity, you are invited to present testimony relative to this application.

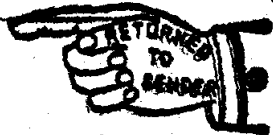
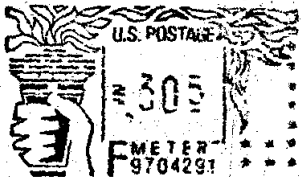
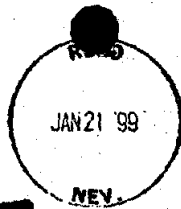
STAFF: Don Young 775 328-3620



Washoe County  
 Department of Community Development  
 for the

Washoe County Planning Commission  
 1001 E. Ninth St., Bldg. A  
 Post Office Box 11130  
 Reno, NV 89520-0027

**PRESORT**  
**FIRST CLASS MAIL**



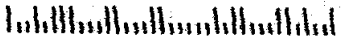
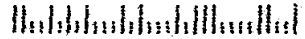
RETURN TO SENDER

NO SUCH #  
 ATTEMPTED - NOT KNOWN  
 VACANT UAA R4975  
 INITIALS

15002122

UNITED STATES OF AMERICA  
 300 BOOTH ST  
 RENO NV 89509

89520/0027





DATE: January 21, 1999

RE: PUBLIC HEARING: AMENDMENT OF THE CONDITION OF APPROVAL SPECIFYING THE CONSTRUCTION HAUL ROUTE FOR DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 AND MODIFICATION OF THE MINIMUM LOT SIZE PERMITTED BY THE DEVELOPMENT STANDARDS HANDBOOK FOR ARROWCREEK (SOUTHWEST POINTE) (SOUTHWEST POINTE ASSOCIATES/REDFIELD LAND COMPANY)

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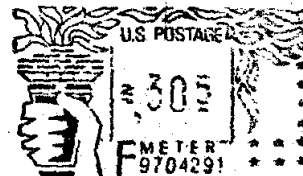
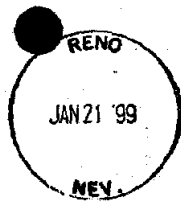
STAFF: Don Young 775 328-3620



Washoe County  
 Department of Community Development  
 for the

Washoe County Planning Commission  
 1001 E. Ninth St., Bldg. A  
 Post Office Box 11130  
 Reno, NV 89520-0027

**PRESORT**  
**FIRST CLASS MAIL**

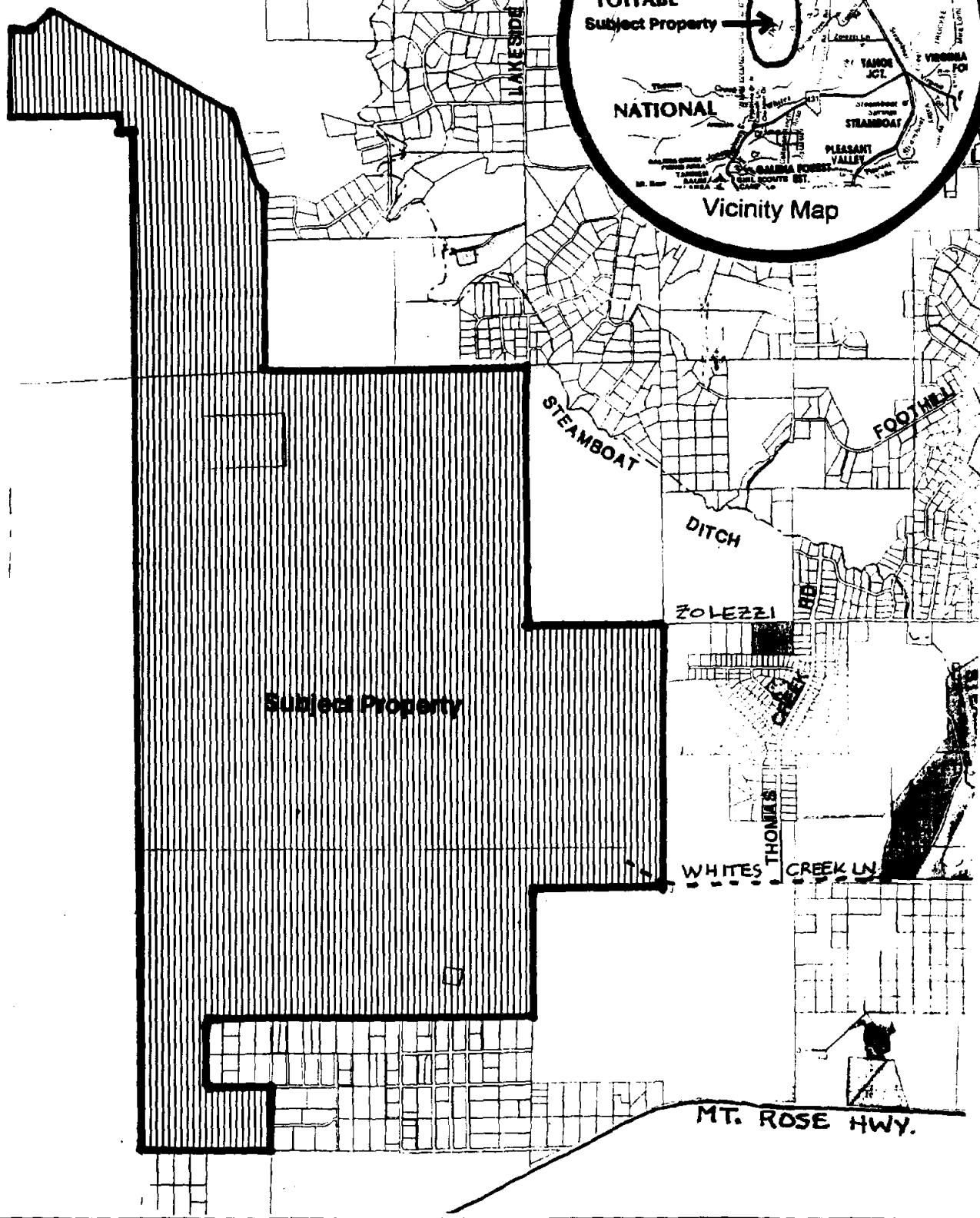


*WJH*  
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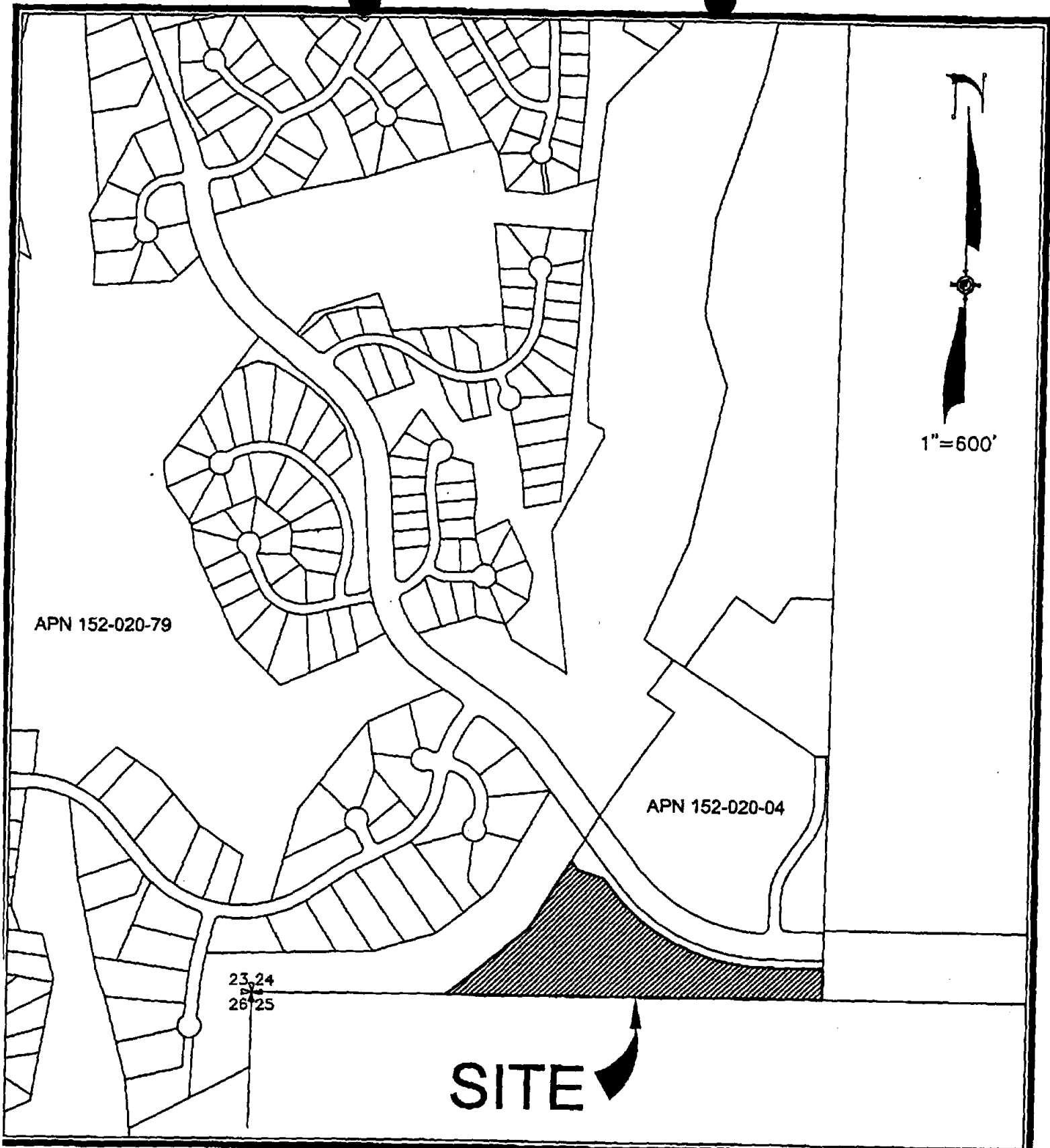
**RECEIVED**  
**JAN 27 1999**  
 WASHOE COUNTY  
 COMMUNITY DEVELOPMENT

MICHAEL BURGESS  
 3995 LAMAY LN  
 RENO NV 89511

*washoe county development review*



DA9-1-93



DISPLAY  
TO ACCOMPANY  
LEGAL DESCRIPTION

1"=600'  
WASHOE COUNTY  
PARK DEDICATION  
Copyright SUMMIT ENG 2002



SHEET  
1  
OF  
1

466-acres  
to 12/17 BCC

100-acres  
to 12/17 BCC

41-acres  
to 12/17 BCC

Previously dedicated property  
Approximately 305-acres

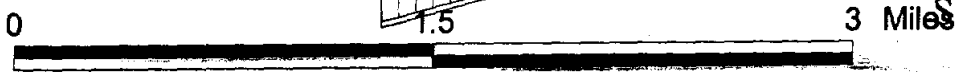
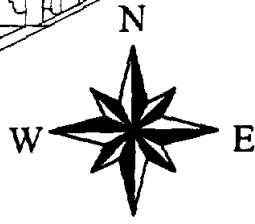
ArrowCreek  
Subdivision

267-acres  
dedicated 11/19/02

ArrowCreek Pkwy

Mount Rose Highway

U  
S  
F  
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### ArrowCreek Open Space

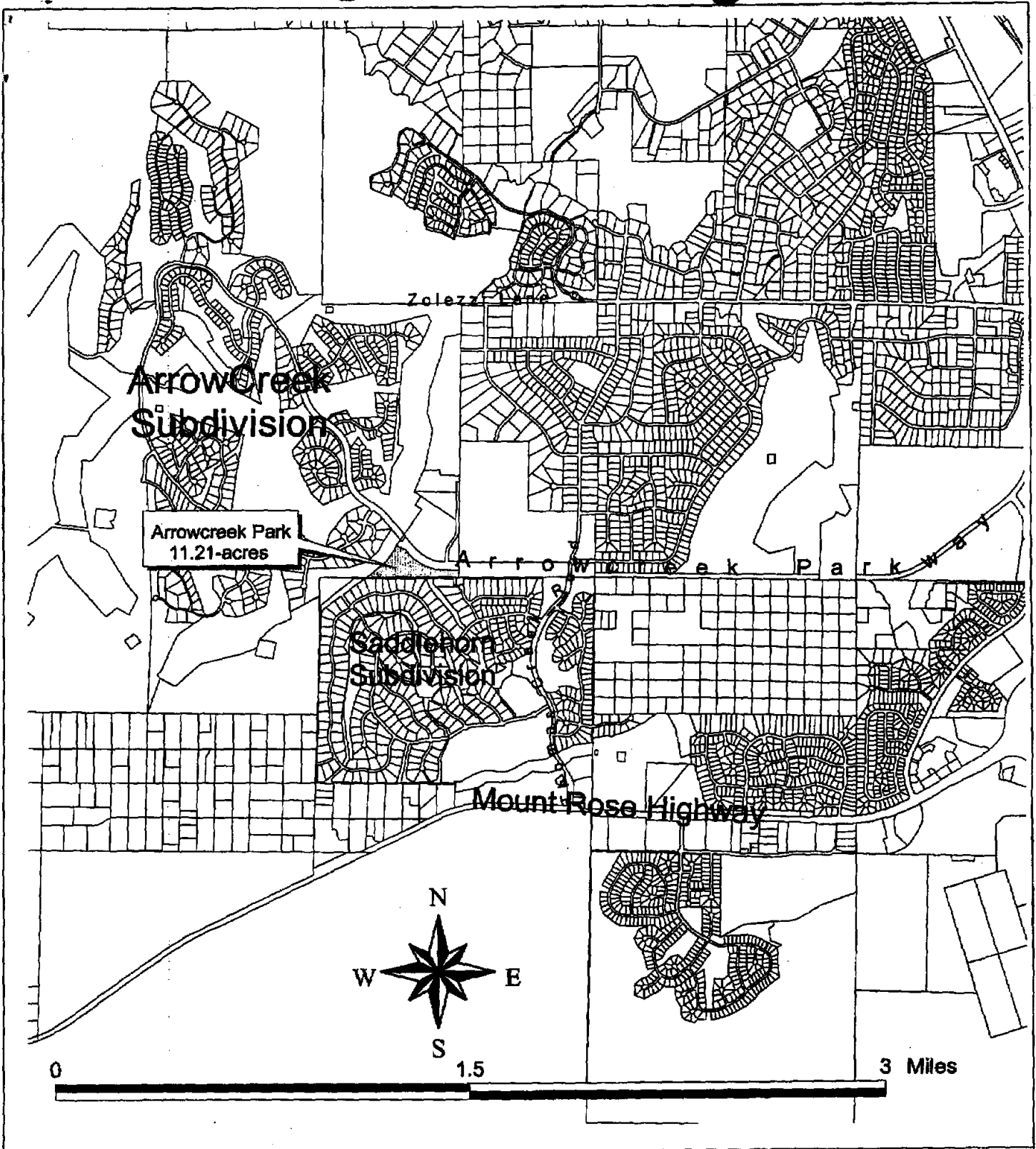


572.81-acres dedicated as of 11/19/02  
608.88-acres to be dedicated 12/17/02

11/21/2002  
MB

1181.69-acres by end of 2002

Washoe County  
Parks & Recreation



Arrowcreek Park Property  
11.21-acres

11/27/2002  
MB

Washoe County  
Parks & Recreation

**WASHOE COUNTY PLANNING COMMISSION  
STAFF REPORT**

**To:** Members of the Washoe County Planning Commission  
**Re:** Amendment to Development Agreement Case No. DA9-1-93 for Southwest Pointe  
**Date:** April 30, 1996 **Prepared By:** DSY

**GENERAL INFORMATION SUMMARY**

**Applicant/Property Owner:** Southwest Pointe Partners/Redfield Land Company

**Requested Action:** To amend the development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The amendment allows the applicant to modify portions of the agreement pertaining to streets, access, drainage, parks and other portions. The total acreage of the project is ±3,171.6 acres and it is located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 49-030-12)

**ISSUES**

**CONCEPTUAL PLAN:** The conceptual plan presented in 1994 has been modified sufficiently to warrant review and approval by the Planning Commission. The layout and relationship of the golf courses with the homes has been altered to reflect a redesign related to the known archaeological/cultural resources and the water features and delineated wetlands. More of the homesites are now in close proximity to the open spaces associated with the golf courses. The emphasis of the entire project has been changed from a project containing separate gated neighborhoods to a gated community with the gate at the project entrance. Additionally, a change in the product mix to provide more market flexibility and to reduce the number of larger lots has been requested.

CONDITIONS OF APPROVAL: The previously-approved conditions, which were often duplicative or not applicable, are being clarified, rearranged, consolidated, and in some instances amended or deleted. The development agreement conditions are those required to present and obtain approval for the final Development Agreement. The tentative map and special use permit condition lists provide the "boilerplate" conditions to be applied to subsequent requests. Project specific conditions may still be applied to all future tentative maps and special use permits.

**RECOMMENDATION/FINDINGS**

Based upon the staff analysis, comments received, and the site inspection, staff recommends approval of the request with the attached conditions and offers the following motion for your consideration:

The Washoe County Planning Commission conditionally approves the Amendment to Development Agreement Case No. DA9-1-93 for Southwest Pointe, having made the findings:

1. That requested amendments do not alter the following findings originally made to support this project.
2. That this request conforms to the goals and policies of the adopted Southwest Truckee Meadows Area Plan;
3. That the requested subdivision is consistent with the density provisions and lot size regulations of the Washoe County Development Code;
4. The requested development agreement is consistent with the provisions of Section 814 of the Washoe County Development Code;
5. The physical design of the project and the manner in which the design does make adequate provision for public services;
6. The site is particularly suitable for the density and type of residential development proposed;
7. The amount, purpose and location of common open space provided in the proposed project is adequate as related to the proposed density and type of residential development;
8. The proposed maintenance and conservation of common open space is adequate to serve the proposed project;
9. The terms and conditions of this development agreement are sufficient to protect the interests of the public, residents, and the owners of the land subject to the development agreement in the integrity of the plan;
10. The conditions of approval ensure consideration of the items cited in NRS 278.349; and
11. That the Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.



**ANALYSIS**

The developer of the Southwest Pointe project in the Southwest Truckee Meadows planning area has requested amendments to the approved preliminary Development Agreement. The modifications cover three broad categories. The first is an actual change in the layout of the project in which the golf courses, proposed subdivisions, and streets have been altered slightly and the ratio of the product mix has been changed. The second is a change to the orientation of the entire project from having some public components to being a gated community in its entirety. The third change is a reorganization, clarification, and, where necessitated by the other changes, amendment of the conditions. The attached April 30 CFA letter from Brita Tryggvi explains the requested amendments and provides the rationale for them.

The changes to the layout of the project have resulted from a number of factors. As the project approached a more detailed design and the results of items such as the cultural resources survey, the wetlands, delineation, and precise location of faultlines were incorporated, adjustments were necessary. As a result of reorienting the golf courses into a more linear design, more homes have been allowed to benefit from the perceived open space and both the residents and the developer receive benefits. A marketing study suggested a change in the product mix to decrease the ratio of large lots. The lot size ratios in the attached letter have been accepted by the Southwest Truckee Meadows Citizens Advisory Board. Staff supports the increase in the number of smaller lots, without a change to the overall number of lots, 1090. is portion of the request. This change reduces the area of the property that must be disturbed and decreases the amount of impervious surface.

The project originally planned for a loop road that would have been public and would have provided access to the golf courses and to the individual gated subdivisions. The requested modification would allow a gate to be constructed at the entrance to Southwest Pointe. The issues related to the public access to the golf courses and the public trails and bikeways has been resolved.

The last change is the one that has been the most difficult but it is also the one that will allow subsequent actions, both administrative and discretionary, to be much less demanding. For the most part, the changes proposed in the attached letter have been accepted by the county staff, for the reasons cited. The condition numbers in the following discussion refer to the original condition lists and to those in the letter, not those attached to this report.

Condition 14 which requires a quarterly report to be submitted to the Department of Development Review has been moved to the Development Agreement since staff wants to receive a single consolidated report and not a potentially large number of dissimilar reports with little information and the attendant enforcement difficulties when they are not received.

Condition 22 has also been added to the Development Agreement requirements in an altered form that requires the process be specified, but not the actual conditions, covenants, and restrictions (CC&Rs). That process shall ensure that the maintenance and replacement of the streets, parking areas, lighting, landscaping, recreational facilities, utilities, and other private infrastructure shall be performed by the homeowners associations and shall be perpetually funded.

Condition 92 has been left with the Development Agreement requirements but the time for dedication of a site has been accepted. The condition as written could possibly have been

interpreted to place the requirement upon a single subdivision within the project.

Staff has also added a condition to the Development Agreement that requires specification of any time frames within the Nevada Revised Statutes or the Washoe County Code that have been extended. These must be a part of the Development Agreement to be recognized.

The comments and changes of the reviewing agencies have been incorporated into the attached conditions. Project specific conditions may still be applied to all future tentative maps and special use permits. The special use permit conditions are directly applicable to the proposed and previously-approved golf courses and will be applied in part to future requests that require a special use permit. The tentative map and special use permit condition lists provide the potential "boilerplate" conditions.

Staff is recommending approval of this request to amend the preliminary Development Agreement requirements, to the changes to the plan and orientation of the project, and to the reorganization of the conditions of approval. The recommendation of the Planning Commission will be forwarded to the Board of County Commissioners for final action. The final Development Agreement will not be presented to the Planning Commission. Upon review and approval by the District Attorney and the Department of Development Review, it will be forwarded directly to the County Commission.

**CITIZENS ADVISORY BOARD COMMENTS:** Staff has not received written correspondence from the Southwest Truckee Meadows Citizens Advisory Board but has spoken with a representative. They will have members in attendance at the meeting to express their views.

**APPLICABLE REGULATIONS**

Nevada Revised Statutes Chapter 278; Washoe County Code Chapter 110.

DSY(DA193A1S)

Attachments: Conditions for the Development Agreement, Conditions for Tentative Subdivision Maps, Conditions for Special Use Permits, CFA letter of 4/30/96, Maps

xc: Applicant and Representatives: Southwest Pointe Partners, PO Box 346, Genoa, NV 89411; Brita Tryggvi, CFA, Inc., 1150 Corporate Boulevard, Reno, NV 89502; Robert M. Sader, LTD., 462 Court Street, Reno, NV 89501-1796  
CAB: Southwest Truckee Meadows Citizens Advisory Board

**CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE**

(As recommended by Department of Development Review and  
attached to Staff Report dated April 30, 1996)

**\*\*\* IMPORTANT -- PLEASE READ \*\*\***

**UNLESS OTHERWISE STATED, PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT AGREEMENT, ALL CONDITIONS MUST BE MET. A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.**

GENERAL CONDITIONS

1. Unless specifically stated in the final Development Agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final Development Agreement, the allowed uses, densities, and standards of the land subject to the Development Agreement shall be those in effect at the time the final agreement is approved.
2. The final Development Agreement shall specify any time frames that have been extended beyond those specified by Washoe County Code or Nevada Revised Statutes. The Department of Development Review shall be responsible for determining compliance with this condition.
3. A "statement of compliance" format or formats for both residential and non-residential projects shall be made a part of the final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
4. The developer and all successors shall direct any potential purchaser of the site, or portions thereof (other than individual single-family lots), to meet with the Department of Development Review to review the Development Agreement and the conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Development Review of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.

5. Prior to submittal to the Washoe County Board of County Commissioners, the final Development Agreement shall be reviewed and approved by the Office of the District Attorney of Washoe County.
6. The final Development Agreement will be submitted to the Washoe County Board of County Commissioners within three months of submission of a completed agreement with all accompanying exhibits, provided the Department of Development Review does not delay the submission in order to approve provisions of the agreement to its satisfaction. Extension of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.
7. The developer shall provide the Department of Development Review staff with a quarterly report indicating the number of building permits issued and other building activity, once residential construction has started.
8. The developer shall define a process to ensure that the maintenance and replacement of the streets, parking areas, lighting, landscaping, recreational facilities, utilities, and other private infrastructure shall be performed by the homeowners associations and shall be perpetually funded. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this condition.

#### STREETS AND TRAFFIC

9. A Level of Service C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.
10. The final Development Agreement shall not be approved until the right-of-way (ROW) of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition 21 for tentative maps. An approved and recorded ROW document shall be provided to the County Engineer and the District Attorney's Office.
11. Prior to final approval of the Development Agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Conditions 17 and 19 for tentative maps, from the project site to Wedge Parkway. The County Engineer shall be responsible for determining compliance with this condition.
12. A Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. However, as part of Phase I development, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

13. The developer shall provide a schematic pedestrian circulation plan. The Department of Development Review shall be responsible for determining compliance with this condition. The "statement of compliance" shall require that a detailed pedestrian circulation plan will be submitted as part of each tentative map and approved by the Department of Development Review.
14. Unless specifically stated in the conditions of approval or in the final Development Agreement, all public and private street design and construction is to be done in accordance with the Washoe County standards that are in effect at the time the final Development Agreement is recorded. The County Engineer shall be responsible for determining compliance with this condition.
15. Unless otherwise stated in these conditions of approval or in the final Development Agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 be responsible for determining compliance with this condition.
16. All private roadways shall be depicted on the final maps and identified on the tentative map as either private access easements over individual adjacent lots or, if identified as separate parcels, as either common areas with equal fractional ownership by all of the lots within the development or common areas owned by the homeowners association. The County Engineer shall be responsible for determining compliance with this condition.

GRADING AND DRAINAGE

17. A general concept-level storm drain master plan shall be submitted to the County Engineer for approval prior to acceptance of the final Development Agreement. The general concept-level storm drain master plan shall address in general terms proposed methods for handling the existing and increased flows for the 10- and 100-year storms including detention and other proposed mitigation measures for both on-site and off-site areas. This master plan shall include a drawing which shows the existing drainage basins within the development and indicate how they may be impacted. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase or approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. The County Engineer shall be responsible for determining compliance with this condition.
18. Detention/retention facilities are to be maintained by a homeowners association and perpetually funded unless Washoe County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County. The County Engineer shall be responsible for determining compliance with this condition.
19. A maintenance plan of all drainage facilities to be owned by the homeowners association shall be provided prior to approval of the conditions, covenants, and restrictions (CC&Rs). All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant and associated Steamboat Ditch conveyance system. The County Engineer shall be responsible for determining compliance with this condition.

20. The off-stream detention/debris basin recommended in the 1990 Kennedy, Jenks, Chilton report shall be reserved based on the following timetable:
  - a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final Development Agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final Development Agreement. If construction is not started by that date, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school or revert to open space.
  - d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.
21. The increase in development-caused runoff from the 100-year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained on-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company. The County Engineer shall be responsible for determining compliance with this condition.
22. A geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area. The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
23. The development shall comply with the requirements of the Hillside Ordinance of the Development Code, as applicable. The Department of Development Review shall be responsible for determining compliance with this condition.

#### WATER AND WASTEWATER

24. A schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to a final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.
25. Prior to the approval of the final Development Agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Department. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.

26. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure. The Utility Division shall be responsible for determining compliance with this condition.

FIRE PROTECTION

27. If requested by the applicable fire protection agency, a minimum one-acre site for a fire station shall be offered for dedication prior to recordation of the first final map. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements and the results of those discussions, as they relate to the entire project, shall be incorporated into the Development Agreement.

PARKS/RECREATION/OPEN SPACE

28. An open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowners association and provisions be made for perpetual funding for maintenance.

Prior to approval of the final Development Agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres. The Parks and Recreation Department and the Department of Development Review shall be responsible for determining compliance with this condition.

29. The final Development Agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County. The Department of Development Review shall be responsible for determining compliance with this condition.
30. A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan will be included in the final Development Agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final Development Agreement. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

31. The developer will work with the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

LANDSCAPING/ARCHITECTURAL DESIGN

32. Prior to approval of the final Development Agreement, the developer shall submit a Development Standards Handbook for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition 19.c. for tentative maps. The Department of Development Review shall be responsible for determining compliance with this condition.



<p><b>CONDITIONS</b> for <b>TENTATIVE SUBDIVISION MAP CASE NO. _____</b> for _____ <b>SUBDIVISION</b></p>
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(As recommended by Department of Development Review and  
attached to Staff Report dated \_\_\_\_\_ )

**\*\*\* IMPORTANT -- PLEASE READ \*\*\***

UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES TO ENSURE COMPLETION OF THE CONDITIONS MUST BE PROVIDED. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES.

A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS BEFORE THE ANTICIPATED DATE OF APPROVAL BY THE PLANNING COMMISSION TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES. NO FINAL MAP WILL BE SCHEDULED FOR A PLANNING COMMISSION MEETING DATE THAT IS LESS THAN SIXTY (60) DAYS FROM THE DATE OF THIS MANDATORY MEETING.

A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP MUST BE SUBMITTED TO THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP. SAID EXPIRATION IS TWO YEARS FROM THE DATE OF APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP BY THE BOARD OF COUNTY COMMISSIONERS OR, WHEN APPLICABLE, BY THE PLANNING COMMISSION.

COMPLIANCE WITH THE DEVELOPMENT AGREEMENT, APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.

GENERAL CONDITIONS

1. The subdivider shall present to the planning commission 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 two (2) years after the date of approval of the tentative map.

Prior to the expiration of a tentative map, the planning commission or, upon appeal, the governing body may grant a two (2) year extension for the presentation of the entire final map or next successive final map. The effective date of the extension shall be two (2) years from the date upon which the map would have expired.

If the subdivider fails to record a final map for any portion of the tentative map or obtain an extension within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

2. Unless specifically stated in the final Development Agreement, final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map or any subsequent extension date. The Department of Development Review shall be responsible for determining compliance with this condition.
3. 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. Substantial compliance shall be determined by the applicable agency and the Department of Development Review.
4. As part of every tentative map and final application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The "statement of compliance" for the final map shall incorporate a description of how the conditions of approval have been met. The Department of Development Review shall be responsible for determining compliance with this condition.
5. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's Office, County Engineer, and the Department of Development Review prior to final map approval or prior to issuance of a certificate of occupancy for a non-residential use. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. If the CC&Rs are not recorded on the entire property, subsequent phases will be annexed to the previously recorded CC&Rs. Said CC&Rs shall specifically address the ability of the county to enforce certain provisions against the property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum:
  - a. Private roads within the subdivision.
  - b. Equestrian center.
  - c. Staffing of maintenance and security forces.
  - d. Common area landscaping.
  - e. Entrance gates.
  - f. Snow removal and storage areas.
  - g. Common area landscaping including along streets or landscaping along Whites Creek Lane.

- h. Fire and fuelbreaks.
- i. Detention basins and the accumulated sediment.
- j. Equestrian/pedestrian trails.
- k. Bicycle and pedestrian paths.
- m. Golf cart crossings.
- n. Off-site residential parking areas.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
  - b. All homes must have a garage with space for a minimum of two cars.
  - c. Specifications on the limitation of turf area for single-family homes.
  - d. Retention of public access to the golf course, bike paths, (i.e., 8-foot meandering paths along minor arterials and some collectors; refer to street sections), public trails, and non-residential uses.
  - e. Notice of requirement to pay future sewer user fees.
  - f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Access to open space for pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
  - l. Minimum defensible space requirements.
  - m. Snow storage areas.
6. Prior to ground-disturbing activity or prior to finalization of any portion of the tentative map, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.
7. 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.
8. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.

9. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
10. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization, mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
11. All soil boring logs must be included as part of the construction drawings. The County Engineer shall be responsible for determining compliance with this condition.
12. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.
13. The developer is to provide written approval from the US Postal Service for the plans for the installation of mail delivery facilities. The system, other than individual mail boxes, must be shown on the project construction plans and installed as part of the on-site improvements. The County Engineer shall be responsible for determining compliance with this condition.
14. The final map shall designate faults, by distance and bearings, that have been active during the Holocene epoch of geological time and 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. The faults have been located by Civil Engineer Registered in Nevada and experienced in Geotechnical Engineering and field surveyed by a Nevada Registered Land Surveyor.

The Department of Development Review shall be responsible for determining compliance with this condition.

15. The Washoe County Planning Commission certificate on the final map shall be approved by the County Engineer and the Department of Development Review.

STREETS AND TRAFFIC

16. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.

17. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
18. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
19. The County Engineer shall be responsible for determining compliance with this condition. Prior to the issuance of the 35th building permit, the following roadway improvements shall be constructed:
  - a. The remaining two lanes of Whites Creek Lane from Thomas Creek Road to the project site if warranted by projected traffic demands.
  - b. Two (2) lanes of Whites Creek Lane from Thomas Creek Road to Wedge Parkway with 100 feet of right-of-way. These two lanes will be constructed so that an additional two lanes may be added in the future if warranted by projected traffic volumes.
  - c. Whites Creek Lane will be designed in a manner that minimizes any impacts on the adjacent homes to the north in Fieldcreek Ranch (e.g., fencing, berms, lowering the travel lanes).
20. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.
21. Prior to approval of any final map or prior to the issuance of the first building permit for the first final map, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submits a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:
  - a. site distance requirements;
  - b. left turn storage capacity and design;
  - c. intersection location and alignment;
  - d. proximity to existing intersections and recommended separate distances;
  - e. existing center median and landscaping concerns;
  - f. determination of adequacy of existing Thomas Creek Road roadway geometric section; and
  - g. determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

22. Prior to or upon approval of the CC&Rs, the developer shall have a street maintenance program approved by the County Engineer and the Department of Development Review. Maintenance of private streets shall be performed by the homeowners association and shall be perpetually funded.
23. The following roadway sections shall be applicable to the public and private on-site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance, minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.
  - a. Private Common Driveways - Serving 4 or less lots, pavement width 20 feet; serving 5 or more lots, pavement width 22 feet; no parking either side. Curb returns shall have a minimum face of curb radius of 20 feet on local streets and 25 feet on collector streets. Private common driveway locations will be shown on all tentative maps. Private common driveways will line up with proposed street intersections where possible and will comply with street intersection offset requirements. Single lot driveway access will not be allowed onto streets on which the average daily traffic exceeds 2000 trips. (Refer to street sections.)
  - b. Rural Private - 60 foot minimum ROW (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
  - c. Local Private - 60 foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
  - d. Collector Private - 60 foot minimum ROW (500 ADT to 2000 ADT): minimum 24-foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. a minimum 4-foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)

- e. Collector Private - 60 foot minimum ROW (2000 ADT to 8000 ADT): minimum 24-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking on either side. A minimum 8-foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. No residential driveway access will be allowed. Access for private common driveways will be allowed. (Refer to street sections.)
  - f. Collector Private - 120 foot minimum ROW collector street (up to 9600 ADT): A minimum 27-foot center median from curb face to curb face, 19-foot pavement width on either side of the median; curb and gutter on both sides or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side except during special events; a minimum 8-foot meandering asphalt path both sides; no residential driveway access allowed. (Refer to street sections.)
  - g. Minor Arterial, Private - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27-foot center median from curb face to curb face, 24-foot pavement width on either side of the median; County Engineer-approved concrete header with roadside ditch; no parking either side; a minimum 8-foot meandering asphalt path both sides. A gate may be installed at the point where Whites Creek Lane becomes a private road. (Refer to street sections.)
  - h. Minor Arterial, Public - 120-foot minimum ROW (more than 10,800 ADT): A minimum 27-foot center median from curb face to curb face, 29.5-foot roadway section on either side of the median; curb and gutter on both sides; a minimum 6-foot concrete sidewalk on both sides; no residential driveway access is allowed. (Refer to street sections.) A gate may be installed at the point where Whites Creek Lane becomes a private road. A public turn-around is required on the public side of the gate.
24. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards. The County Engineer shall be responsible for determining compliance with this condition.
25. Construction near fault lines shall be as follows:
- a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
  - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.
- The County Engineer shall be responsible for determining compliance with this condition.
26. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement. The County Engineer shall be responsible for determining compliance with this condition.

27. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this part of the condition. Maintenance of median landscaping shall be by the homeowners association as provided for in a separate maintenance agreement to be approved by the County Engineer and the District Attorney's Office prior to approval of the CC&Rs.
28. Temporary county standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street. The County Engineer shall be responsible for determining compliance with this condition.
29. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 1,500 feet. These roads shall have a 30-foot access easement with a minimum 20-foot width and 2.5 inches of asphalt concrete pavement on an engineered gravel base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only". The County Engineer and the applicable fire protection agency shall be responsible for determining compliance with this condition.
30. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately-maintained streets. The County Engineer shall be responsible for determining compliance with this condition.
31. Meandering asphalt paths will be acceptable provided that:
  - a. Pedestrian easements are included for portions of the paths located outside the county right-of-way.
  - b. Landscaping between the back of the curb and the path shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer shall be responsible for determining compliance with the provisions of this condition.
  - c. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the homeowners association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior to approval of the final Development Agreement.
32. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
33. Street lights shall be installed at major intersections. The County Engineer shall be responsible for determining compliance with this condition.
34. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.



- 35. Off-site parking areas shall be provided within 500 feet of homes that have lots ranging in size between 12,000 square feet and one-half acre. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map(s). The Department of Development Review shall be responsible for determining compliance with this condition.
- 36. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved by the County Engineer and constructed as approved.
- 37. Regulatory signs must be installed at the juncture of all public streets with a private street and at intersections along the primary loop road. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards. The County Engineer shall be responsible for determining compliance with this condition.
- 38. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

DRAINAGE AND GRADING

- 39. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.

- 40. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and approved by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

41. A maintenance plan of all drainage facilities, to be owned by the homeowners association, shall be provided prior to approval of the CC&Rs. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant, and associated Steamboat Ditch conveyance system. All runoff from improved areas which runs into the Steamboat Ditch shall be pre-treated for silt and petrochemicals and shall be routed through a "wet" detention facility or approved alternative. The Utility Division and the Department of Development Review shall be responsible for determining compliance with this condition.
42. The 100-year floodplain boundaries and flood elevations shall appear on each final map. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted or until conformance with Washoe County flood construction standards is determined by the County Engineer. The County Engineer shall be responsible for determining compliance with this condition.
43. Prior to approval of the final map, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection. If required, point discharge permit for each proposed detention pond will be obtained from the Nevada Division of Environmental Protection and copy shall be submitted to the County Engineer.
44. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.
45. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the US Army Corps of Engineers and the approval letter provided to the Department of Development Review.
46. Prior to issuance of a grading permit for the golf course or approval of a final map, the developer shall obtain from the Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
47. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
48. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.

49. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.

The developer shall contact the Division of Water Resources, State of Nevada, to determine whether the proposed flood detention facilities will require permits. If required, copies shall be submitted to the County Engineer.

50. Prior to the approval of a grading permit or approval of a final map, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.
51. Prior to approval of the first final map, an erosion control and soil stabilization plan and a grading plan shall be approved by the Washoe-Storey Conservation District. A copy of the approval shall be submitted to the District Health Department, Department of Development Review, and County Engineer.
52. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided from any structures. The Department of Development Review shall be responsible for determining compliance with this condition.
53. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100-year flows and lined. The County Engineer shall be responsible for determining compliance with this condition.

#### WATER AND WASTEWATER

54. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
55. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
56. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.

57. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
58. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
59. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
60. The Nevada Division of Environmental Protection must submit a letter to the District Health Department certifying their approval of the final map.
61. The developer shall deposit with the Utility Division the sum of \$50.00 per lot prior to recordation of all or part of the final map. This fee shall represent the prorated share of the completed water and wastewater facilities plan for the South Truckee Meadows for this development.
62. In accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
64. All minor infrastructure for potable water distribution shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.
65. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
66. Prior to final map approval, a letter of approval from the Division of Water Resources for the water rights serving this proposal must be submitted. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource. The Utility Division shall be responsible for determining compliance with this condition.

67. Before approval of the final map will be considered, a letter from the water purveyor committing adequate water service to this proposal must be submitted to the District Health Department. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.
68. Prior to the approval of a final map by the District Health Department, the production wells that will serve any phase of this development must be constructed, pump tested and sampled to ensure the proposed water system has sufficient quality and quantity.
69. Water quality results from a state-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
70. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.
71. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
72. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
73. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
74. The tentative maps shall show the maintenance roads for the existing and proposed water tanks. The location of these roads shall be mutually agreeable to the Department of Public Works and the developer.
75. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters. The Department of Development Review shall be responsible for determining compliance with this condition.
76. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, no grading permit shall be issued prior to District Health Department approval of the referenced final map. This condition does not apply to the construction of production wells required in Condition 68.

The developer may seek relief from the District Board of Health for this requirement or may choose to create a separate parcel for the first 18-hole golf course.

77. The Department of Development Review shall be responsible for determining compliance with this condition. The final map shall contain the following note:

**NOTE**

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by Washoe County.

78. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
79. All minor infrastructure for sewer collection shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division.
80. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.
81. All sewer hookup fees for the area within the final map will be paid to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
82. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines. The Utility Division shall be responsible for determining compliance with this condition.
83. Proper easements shall be shown for off-site sewage and drainage systems. The Utility Division and the County Engineer shall be responsible for determining compliance with this condition.
84. Prior to final map approval, a letter, which can be a will-serve letter, from the Utility Division committing sewer service, must be submitted to the District Health Department. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.

FIRE PROTECTION

85. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the approval of a final map.
86. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.

OTHER

87. A minimum 25-foot landscape buffer shall be installed between the homes and the collector and secondary loop streets. The homeowners association shall be required to perpetually maintain these areas. The Department of Development Review shall be responsible for determining compliance with this condition.
88. Prior to acceptance of the first final map, the telephone easement Doc. No. 415899, which runs through the middle of many lots, shall be realigned with appropriate abandonment and relocation easements, or the proposed lots realigned. The County Engineer shall be responsible for determining compliance with this condition.

**CONDITIONS  
FOR  
SPECIAL USE PERMIT CASE NO. \_\_\_\_\_**

(As recommended by Department of Development Review and  
attached to Staff Report dated \_\_\_\_\_ )

**UNLESS OTHERWISE SPECIFIED, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES MUST BE PROVIDED TO SATISFY THE CONDITIONS PRIOR TO SUBMITTAL FOR A BUILDING PERMIT. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES. ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL HAVE A COPY FILED WITH THE COUNTY ENGINEER AND THE DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE CONDITIONS OF THIS SPECIAL USE PERMIT IS THE RESPONSIBILITY OF THE DEVELOPER, HIS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST. FAILURE TO COMPLY WITH ANY CONDITIONS IMPOSED IN THE ISSUANCE OF THE SPECIAL USE PERMIT MAY RESULT IN THE INSTITUTION OF REVOCATION PROCEDURES.**

**WASHOE COUNTY RESERVES THE RIGHT TO REVIEW AND REVISE THE CONDITIONS OF THIS APPROVAL SHOULD THEY DETERMINE THAT A SUBSEQUENT LICENSE OR PERMIT ISSUED BY WASHOE COUNTY VIOLATES THE INTENT OF THIS APPROVAL.**

GENERAL CONDITIONS

1. As part of every special use permit application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
2. Prior to ground-disturbing activity, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.



3. 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.

4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
5. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.
6. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.
7. An animal waste management plan shall be prepared prior to the issuance of any building permit for a facility that might require such a plan. The plan must document how the migration of bacteria, nutrients, and other animal waste by-products to surface and ground waters will be prevented. The Department of Development Review shall be responsible for determining compliance with this condition.

**STREETS AND TRAFFIC**

8. All street construction shall comply, at a minimum, with the requirements for a subdivision within this project. The County Engineer shall be responsible for determining compliance with this condition.
9. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.
10. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.

11. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
12. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards. The applicable fire protection agency shall be responsible for determining compliance with this condition.
13. Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submits a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:
  - a. site distance requirements;
  - b. left turn storage capacity and design;
  - c. intersection location and alignment;
  - d. proximity to existing intersections and recommended separate distances;
  - e. existing center median and landscaping concerns;
  - f. determination of adequacy of existing Thomas Creek Road roadway geometric section; and
  - g. determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

14. Construction near fault lines shall be as follows:
  - a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
  - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.

The County Engineer shall be responsible for determining compliance with this condition.

15. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
16. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.

#### GRADING AND DRAINAGE

17. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.

18. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the developer shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed-upon locations. The easement shall be submitted with the plans for the final golf course improvements. The County Engineer shall be responsible for determining compliance with this condition.

19. Prior to the approval of a grading permit, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

20. For all projects larger than 5 acres, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection and submit a copy to the County Engineer prior to ground-disturbing activity.
21. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.
22. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.
23. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
24. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.
25. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
26. Prior to issuance of a grading permit for the golf course or approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
27. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.
28. Prior to the issuance of a grading permit for the golf course, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A surface and ground water sampling program shall be implemented to demonstrate that migration is not occurring and commits to modifying practices in the event that any of the above materials are detected. The Department of Development Review shall be responsible for determining compliance with this condition.

WATER AND WASTEWATER

29. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
30. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
31. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
32. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
33. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
34. If required and in accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
35. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
36. Water quality results from a State of Nevada-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
37. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.

38. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
39. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
40. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
41. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
42. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.

#### FIRE PROTECTION

43. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed prior to the introduction of any combustible materials to the site. The fire protection agency shall be responsible for determining compliance with this condition.
44. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.

LANDSCAPING

45. Detailed landscaping and irrigation plans for the village commercial center, club house, golf course, golf driving range, equestrian center, or other non-residential uses requiring special use permit review shall be submitted prior to the issuance of a building permit for the particular use.
46. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200(e) of the Uniform Building Code Section 7011 amended. The Department of Development Review shall be responsible for determining compliance with this condition.

**CONDITIONS**  
for  
**DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**  
for  
**SOUTHWEST POINTE**

(As amended by the Washoe County Planning Commission on  
May 7, 1996)

\*\*\* IMPORTANT – PLEASE READ \*\*\*

UNLESS OTHERWISE STATED, PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT AGREEMENT, ALL CONDITIONS MUST BE MET. A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.

COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.

GENERAL CONDITIONS

1. Unless specifically stated in the final Development Agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final Development Agreement, the allowed uses, densities, and standards of the land subject to the Development Agreement shall be those in effect at the time the final agreement is approved. No  
Action
2. The final Development Agreement shall specify any time frames that have been extended beyond those specified by Washoe County Code or Nevada Revised Statutes. The Department of Development Review shall be responsible for determining compliance with this condition. Incorporated  
into  
Dev. Agreement
3. A "statement of compliance" format or formats for both residential and non-residential projects shall be made a part of the final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
4. The developer and all successors shall direct any potential purchaser of the site, or portions thereof (other than individual single-family lots), to meet with the Department of Development Review to review the Development Agreement and the conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Development Review of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale. No  
Action



- 5. Prior to submittal to the Washoe County Board of County Commissioners, the final Development Agreement shall be reviewed and approved by the Office of the District Attorney of Washoe County.
- 6. The final Development Agreement will be submitted to the Washoe County Board of County Commissioners within three months of submission of a completed agreement with all accompanying exhibits, provided the Department of Development Review does not delay the submission in order to approve provisions of the agreement to its satisfaction. Extension of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.
- 7. The developer shall provide the Department of Development Review staff with a quarterly report indicating the number of building permits issued and other building activity, once residential construction has started.
- 8. The developer shall define a process to ensure that the maintenance and replacement of the streets, parking areas, lighting, landscaping, recreational facilities, utilities, and other private infrastructure shall be performed by the homeowners associations and shall be perpetually funded. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this condition.

Under Review

No Action

No Action

5/10/96  
letter from  
Bob Sader

★  
Reason

STREETS AND TRAFFIC

- 9. A Level of Service C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.
- 10. The final Development Agreement shall not be approved until the right-of-way (ROW) of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition 21 for tentative maps. An approved and recorded ROW document shall be provided to the County Engineer and the District Attorney's Office.
- 11. Prior to final approval of the Development Agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Conditions 17 and 19 for tentative maps, from the project site to Wedge Parkway. The County Engineer shall be responsible for determining compliance with this condition.
- 12. A Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. However, as part of Phase I development, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

No Action

Zolezzi Access  
in DA  
Whites Creek  
Lane Access  
deed to W.C.  
Probably next  
week

Jeff Smith  
& Jeff Deigra  
must sign

5/9/96  
Submitted  
to Dave  
Price

Madelyn  
Shipman

County Engineer  
District Attorney

County Engineer

Prior to approval of any final map or prior to the issuance of the first building permit for the first final map, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submits a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a. site distance requirements;
- b. left turn storage capacity and design;
- c. intersection location and alignment;
- d. proximity to existing intersections and recommended separate distances;
- e. existing center median and landscaping concerns;
- f. determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g. determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

13.

The developer shall provide a schematic pedestrian circulation plan. The Department of Development Review shall be responsible for determining compliance with this condition. The "statement of compliance" shall require that a detailed pedestrian circulation plan will be submitted as part of each tentative map and approved by the Department of Development Review.

*will include narrative (note on E)*

*Exhibit E  
DSH  
Exhibit F  
Site Plan*

14.

Unless specifically stated in these conditions of approval or in the final Development Agreement, all public and private street design and construction is to be done in accordance with the Washoe County standards that are in effect at the time the final Development Agreement is recorded. The County Engineer shall be responsible for determining compliance with this condition.

*No Action*

15.

Unless otherwise stated in these conditions of approval or in the final Development Agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 be responsible for determining compliance with this condition.

*No Action*

*Dev. Review*

16. All private roadways shall be depicted on the final maps and identified on the tentative map as either private access easements over individual adjacent lots or, if identified as separate parcels, as either common areas with equal fractional ownership by all of the lots within the development or common areas owned by the homeowners association. The County Engineer shall be responsible for determining compliance with this condition.

No  
Action

#### GRADING AND DRAINAGE

17. A general concept-level storm drain master plan shall be submitted to the County Engineer for approval prior to acceptance of the final Development Agreement. The general concept-level storm drain master plan shall address in general terms proposed methods for handling the existing and increased flows for the 10- and 100-year storms including detention and other proposed mitigation measures for both on-site and off-site areas. This master plan shall include a drawing which shows the existing drainage basins within the development and indicate how they may be impacted. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase or approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. The County Engineer shall be responsible for determining compliance with this condition.

City Engineer

5/14/96  
submitted  
to Dave  
Price

18. Detention/retention facilities are to be maintained by a homeowners association and perpetually funded unless Washoe County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County. The County Engineer shall be responsible for determining compliance with this condition.

No  
Action

19. A maintenance plan of all drainage facilities to be owned by the homeowners association shall be provided prior to approval of the conditions, covenants, and restrictions (CC&Rs). All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant and associated Steamboat Ditch conveyance system. The County Engineer shall be responsible for determining compliance with this condition.

No  
Action

20. The off-stream detention/debris basin recommended in the 1990 Kennedy, Jenks, Chilton report shall be reserved based on the following timetable:

No  
Action

- a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final Development Agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
- b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final Development Agreement. If construction is not started by that date, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
- c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school or revert to open space.

d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.

21. The increase in development-caused runoff from the 100-year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained on-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company. The County Engineer shall be responsible for determining compliance with this condition.

No Action

22. A geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area. The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.

City Engineer

5/16/96  
Submitted to Dave Price

23. The development shall comply with the requirements of the Hillside Ordinance of the Development Code, as applicable. The Department of Development Review shall be responsible for determining compliance with this condition.

none required

No Action

WATER AND WASTEWATER

24. A schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to a final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.

Health Utilities

5/13/96  
Submitted to Doug Coulter and Terri Svetich

no comments yet

25. Prior to the approval of the final Development Agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Department. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.

Correspondence received from Terri Svetich

26. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure. The Utility Division shall be responsible for determining compliance with this condition.

No Action

need to tie down how developer participate

FIRE PROTECTION

27. If requested by the applicable fire protection agency, a minimum one-acre site for a fire station shall be offered for dedication prior to recordation of the first final map. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements and the results of those discussions, as they relate to the entire project, shall be incorporated into the Development Agreement.

NDF  
Dev. Review

Added to DA.  
Met w/  
Rich Riolo  
on 5/14/96

PARKS/RECREATION/OPEN SPACE

28. An open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowners association and provisions be made for perpetual funding for maintenance.

Prior to approval of the final Development Agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres. The Parks and Recreation Department and the Department of Development Review shall be responsible for determining compliance with this condition.

29. The final Development Agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County. The Department of Development Review shall be responsible for determining compliance with this condition.

30. A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan will be included in the final Development Agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final Development Agreement. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

31. The developer will work with the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

*Parks & Rec*

*5/14/96  
Second  
Draft of  
Open Space  
Management  
Plan Submitted*

LANDSCAPING/ARCHITECTURAL DESIGN

32. Prior to approval of the final Development Agreement, the developer shall submit a Development Standards Handbook for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition 19.c. for tentative maps. The Department of Development Review shall be responsible for determining compliance with this condition.

*Exhibit E  
in DA.  
Attended  
Des. Review  
Comm. meeting  
on 4/25/96*

*Issues ★  
Perimeter fencing, grading, accessory  
bdgs, public/private trail interface*

*Highlighted  
Version*  
**DRAFT**

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**FINAL DEVELOPMENT AGREEMENT**

**BETWEEN**

**COUNTY OF WASHOE, a political subdivision  
of the State of Nevada**

**BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.  
BREWERTON, KENNETH G. WALKER, AND GERALD C.  
SMITH, Trustees of The Nell J. Redfield Trust**

**AND**

**SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership**

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- B Conditions of Development Agreement Case No. DA9-1-93
- C Conditions of Special Use Permit Case No. SPW9-10-93
- D Conditions of Special Use Permit Case No. SPW9-13-93
- E Development Standards Handbook
- F Site Plan
- G Open Space Management Plan
- H Right-Of-Way Documents for Off-Site Access from Thomas Creek Road
- I Construction Traffic Haul Route Plan
- J Concept-Level Storm Drain
- K Geotechnical Report On Earthquake Faulting
- L Schematic Water System Plan
- M Memorandum of Agreement

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**FINAL DEVELOPMENT AGREEMENT**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 1996 by and between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada ("COUNTY"); and **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G. BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The Nell J. Redfield Trust and **SOUTHWEST POINTE PARTNERS**, a Nevada general partnership, (collectively referred to as "OWNERS"). For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**1. GENERAL.**

1.1 **Legal Authority.** Nevada Revised Statute ("NRS") 278.0201 to 278.0207 and Washoe County Development Code (the "Code") §§ 110.814.00 to 110.814.95 authorize the COUNTY and the OWNERS to enter into agreements for the development of real property. This Agreement is a final development agreement, as defined in Code § 110.814.75, and as provided in NRS Chapter 278.

1.2 **The Project.** The OWNERS hold a legal or equitable interest in certain real property located in COUNTY, a legal description of which is attached as Exhibit "A". Development of the real property, subject to the terms of this Agreement, has been authorized by COUNTY under Case No. DA9-1-93 and ancillary cases, and is described as a residential community which includes 1,090 residential lots with common open space, a water delivery system (potable and nonpotable), sewer system, two golf courses with related recreational facilities, and a commercial village center, the total acreage being ±3,171.6 acres, designated under COUNTY land use

1 designations as Low Density Suburban, Low Density Rural, Medium Density Rural,  
2 High Density Rural, and General Rural (the "Project").

3 **1.3 Past Approvals.** The OWNERS have obtained the following  
4 approvals from the COUNTY pertaining to the Project:  
5

- 6 a) On June 11, 1996 OWNERS obtained approval from the  
7 ~~Washoe County Planning Commission~~ Board of County  
8 Commissioners for conditions to DA9-1-93. Said  
9 conditions and amendments thereto ~~approved concurrently~~  
10 ~~with this Agreement by the Board of County Commissions,~~  
11 and are attached hereto as Exhibit "B".
- 12 b) On September 5, 1995 OWNERS obtained approval from  
13 the Planning Commission for a Special Use Permit (Case  
14 No. SPW9-10-93) to develop a water system having  
15 storage of 1.4 million gallons and necessary delivery  
16 system. The order issuing such approval is attached as  
17 Exhibit "C"
- 18 c) On May 2, 1995 OWNERS obtained approval from the  
19 Planning Commission for a Special Use Permit (Case No.  
20 SPW9-13-93) to grade the first golf course and improve  
21 the construction access. The order issuing such approval  
22 is attached as Exhibit "D".
- 23 d) On November 8, 1994 OWNERS obtained approval from  
24 the Board of County Commissioners to amend the  
25 preliminary development agreement.
- 26 e) On September 27, 1994 OWNERS obtained approval from  
27 the Board of County Commissioners for an 18-month  
28 extension to submit a draft final agreement, which  
OWNERS have submitted in compliance with said  
extension.
- f) On February 8, 1994 OWNERS obtained approval from  
the Board of County Commissioners pursuant to Code §  
110.814.70 of a preliminary development agreement (Case  
No. DA9-1-93).

1.4 **Ordinance.** This Agreement shall be approved by ordinance. The  
Project is to be developed as a single entity and includes uses and development

1 standards consistent with the Washoe County Comprehensive Plan and the Southwest  
2 Truckee Meadows Area Plan.

3           **1.5 Benefit To OWNERS.** The OWNERS acknowledge and agree  
4 that, prior to entering into this Agreement appropriate legal advice and counsel was  
5 sought, that the OWNERS made a voluntary informed business decision to enter into  
6 this Agreement in good faith. The OWNERS further acknowledge and agree that  
7 substantial benefits will accrue to the OWNERS as a result of the OWNERS and the  
8 COUNTY entering into this Agreement, including entitlements to develop the Project  
9 in accordance with this Agreement and the Conditions of Approval, an extension or  
10 opportunity to seek an extension of the time in which to file a final subdivision map  
11 under this Agreement, certainty in the particular on-site and offsite improvements and  
12 requirements which the OWNERS will be responsible for constructing or completing,  
13 and certainty in the imposition of land use fees or obligations which may be imposed  
14 by the COUNTY.  
15

16           **1.6 Benefit to COUNTY.** The COUNTY acknowledges and agrees  
17 that substantial benefits will accrue to the COUNTY as a result of OWNERS and the  
18 COUNTY entering into this Agreement, including the rational, planned land uses and  
19 development of the Real Property.  
20

21           **2. SELECTED DEFINITIONS.**

22           2.1 "Agreement" means this development agreement.

23           2.2 "Conditions of Approval" mean all conditions of the Project  
24 approvals as set forth in the orders from Washoe County attached to this Agreement  
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as Exhibits B, C, and D, which conditions are incorporated herein as provisions of this Agreement.

2.3 "COUNTY" means Washoe County, a political subdivision of the State of Nevada, and its officers, elected officials, agents, employees, divisions, departments, committees, boards and commissions.

2.4 CC&Rs means the declaration of covenants, conditions and restrictions which will be drafted by OWNERS, approved by the COUNTY and recorded against the Real Property, as further provided in the Conditions of Approval.

2.5 "Development Standards Handbook" means the development standards for the Project as set forth in Exhibit "E".

2.6 "Golf Course Property" includes all real property for the golf and related recreational facilities component of the Project.

2.7 "OWNERS" mean those property owners identified above and their successors and assigns.

2.8 "Project" means the Southwest Pointe development as approved by the COUNTY in Case No. DA9-1-93 and this Agreement.

2.9 "Public Facilities" are facilities that will be dedicated to the COUNTY. Public Facilities shall include, but are not limited to: ~~storm drains and drop inlets~~ on-site or offsite sewage collection facilities; water rights dedicated for service; water systems facilities; together with all lines, mains, holding and disposing areas, tanks, public easements and rights-of-way; and all off-site improvements that include public roadways, equipment, street lights and traffic signals. Owner constructed Public Facilities for water will include all non-golf related improvements consisting of the

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required water storage tanks, well improvements, water mains, water services, water meters, gate valves, fire hydrants, flush valves, air release valves and related appurtenances. The Public Facilities for sewer will include sewer manholes, sewer mains, sewer laterals and collection lines within the Common Area Property as well as off-site effluent irrigation lines, tanks and pump stations, and the on-site effluent main line and reservoirs. In addition, Public Facilities also includes improvement of Whites Creek Lane as specified in the Conditions of Approval.

2.10 "Public Utilities" include, but are not limited to, water, sewer, natural gas, electricity, telephone, and cable television, together with all equipment and easements dedicated for these utilities.

2.11 "Real Property" means all the real property described in Exhibit "A". The real property includes the Golf Course Property, the Subdivision Property, and any remaining real property within the Project.

2.12 "Site Plan" means the plans in compliance with Code § 110.814.45 and attached hereto as Exhibit "F", and includes the Development Standards Handbook, Exhibit "E".

2.13 "Subdivision Improvements" are any on-site or off-site improvements or facilities required of residential subdivisions pursuant to this Agreement. Subdivision Improvements include, but are not limited to, all drainage improvements, common area improvements, curbs, streets, gutters, medians, parkways, pedestrian and bike paths, sidewalks, street lights, any directional traffic devices, and the Public Facilities required in connection with residential development.

1                   2.14 "Subdivision Property" includes all real property for the residential  
2 housing component of the Project.

3                   **3.     REQUIRED CONTENTS OF AGREEMENT.** Pursuant to Code §  
4 110.814.75, the following matters are included in this Agreement.

5                   **3.1     Preliminary Agreement.** Reference is made to the preliminary  
6 development agreement as approved in Case No. DA9-1-93 and amended or  
7 superseded by this Agreement.

8                   **3.2     Legal Agreement.** The substance of covenants, grants or  
9 easements, or other restrictions proposed to be imposed upon the use of the land,  
10 buildings and structures, including proposed easements or grants for Public Utilities  
11 shall be as provided in the CC&Rs and as specified in the Conditions of Approval.

12                   **3.3     Site Plan.** A Site Plan in conformance to Code § 110.814.45 is  
13 attached to this Agreement as Exhibit "F"; and includes the Development Standards  
14 Handbook, Exhibit "E".

15                   **3.4     Installation and Maintenance.** A program for the installation and  
16 maintenance of parking areas, lighting, landscaping, private drainage facilities  
17 (including detention ponds, ditches, storm drains and drop inlets), private streets,  
18 utilities, recreational facilities and other infrastructure is specified in the Conditions of  
19 Approval and will be further provided for, in part, in the CC&Rs.

20                   **3.5     Open Space Resources.** A program for the protection of open  
21 space resources, approved by COUNTY, is attached as Exhibit "G". No open space  
22 shall be sold to a bona fide third party without prior written consent of County. As

1 provided in Exhibit "G", after the 10-acre park is constructed, the County shall be  
2 responsible for park maintenance and upkeep.

3           **3.6 Development Schedule And Phasing.** Guidelines for a  
4 development schedule and phasing of the Project are more particularly described in  
5 the Development Standards Handbook ( See Article I), Exhibit "E".  
6

7           **3.7 Development Standards Handbook.** A Development Standards  
8 Handbook in compliance with Code § 110.814.35(a) is attached hereto as Exhibit "E".

9           **3.8 Incorporation Of Other Exhibits.** The following exhibits are also  
10 attached hereto:

- 11                           a) Right-Of-Way Documents for Off-Site Access from  
12 Thomas Creek Road, Exhibit "H";
- 13                           b) Construction Traffic Haul Route Plan, Exhibit "I";
- 14                           c) Concept-Level Storm Drain Plan, Exhibit "J";
- 15                           d) Geotechnical Report On Earthquake Faulting, Exhibit "K";  
16 and
- 17                           e) Schematic Water System Plan, Exhibit "L".

18           **4. EFFECT OF AGREEMENT.**

19           **4.1 Entitlements.** The approval of this Agreement by County  
20 constitutes a vested right of OWNERS to develop the Real Property as set forth in this  
21 Agreement and pursuant to the land use designations provided herein. Pursuant to  
22 Code § 110.814.15(b), this Agreement does not prevent COUNTY in a subsequent  
23 action applicable to the Real Property from adopting new ordinances, resolutions or  
24 regulations that conflict with those ordinances, resolutions and regulations in effect at  
25 the time this Agreement is made, provided any new ordinances, resolutions or  
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1 regulations do not impose upon OWNERS restrictions, requirements or standards  
2 which are more burdensome, more expensive or more onerous to satisfy than those  
3 in effect at the time this Agreement is made; and provided further that any said new  
4 ordinances, resolutions or regulations do not conflict with provisions of this Agreement  
5 in a manner that adversely affects OWNERS. The parties agree such a conflict or  
6 inconsistency would prevent development of the Project as set forth in this Agreement.  
7 Nothing contained in this subsection 4.1 shall be construed to impair enforcement or  
8 compliance with the provisions of Code § 110.814.15(c) or (d).  
9

10 **4.2 Subsequent Approvals And Conditions.** Tentative maps and  
11 final maps for Subdivision Property, building permits, variances, parcel maps,  
12 boundary line adjustments, special use permits for nonresidential property, and other  
13 approvals by COUNTY within the Project ("Subsequent Approvals") shall be required  
14 pursuant to Code requirements in existence at the time this Agreement is made,  
15 except as stated otherwise herein. All Subsequent Approvals in conformance with  
16 NRS Chapter 278 and the Code (as amended hereby), and in substantial  
17 conformance with the provisions of this Agreement shall be approved by the COUNTY  
18 as a consent item without public hearing. The Conditions of Approval specified in  
19 Exhibit "B", "C", and "D" may not be amended by Subsequent Approvals without the  
20 consent of OWNERS. Any conditions imposed by COUNTY in Subsequent Approvals  
21 which pertain to the same subject matter as any Conditions of Approval may not  
22 impose restrictions, requirements or standards which are more burdensome, more  
23 expensive or more onerous for OWNERS to satisfy than any Conditions of Approval,  
24 without the consent of OWNERS; provided that reasonable conditions imposed by  
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1 COUNTY in Subsequent Approvals which pertain to matters not addressed by any  
2 Conditions of Approval, or provide more detail and do not conflict with matters  
3 addressed by any Conditions of Approval, shall be allowed.  
4

5 Conditions and provisions hereof regarding construction of off-site or on-site  
6 improvements (e.g. streets and utilities), including development standards and design  
7 guidelines, may be varied upon request of the OWNERS and approval of the County  
8 Engineer.

9 **4.3 Subsequent Fees.** COUNTY currently imposes four (4) fees for  
10 the privilege of developing real property: a water connection fee; a sewer connection  
11 fee; a park residential construction tax; and the Regional Road Impact Fee ("RRIF")  
12 ("collectively County Fees"). The County Fees shall be imposed on applicable  
13 development within the Project in the same manner said fees are imposed for other  
14 similarly situated development in the COUNTY, subject to the following conditions.  
15

16 4.3.1 Provided OWNERS construct a potable water system as  
17 part of the Public Facilities to serve the potable water demands of the Project as those  
18 demands arise, COUNTY shall charge no water connection fee for development within  
19 the Project.  
20

21 4.3.2 Provided OWNERS receive a credit for all off-site sewer  
22 facilities infrastructure constructed by OWNERS, OWNERS shall pay the sewer  
23 connection fee at the time and in the amount specified by COUNTY ordinance.

24 4.3.3 Subject to any credits allowed by a RRIF Capital Front-  
25 Ending Agreement, OWNERS shall pay the RRIF at the time and in the amount  
26 specified by County ordinance.  
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1                   4.3.4 Subject to the provisions of an agreement between  
2 COUNTY and OWNERS for the construction of neighborhood park improvements  
3 within the Project, OWNERS shall pay the park residential construction tax at the time  
4 and in the amount specified under NRS 278.497 to NRS 278.4987.

5  
6                   **4.4    No New COUNTY Fees.** Except for the County Fees or as  
7 specified in subsections 4.5 and 4.6 below, no new fees or taxes enacted or approved  
8 by COUNTY after the date this Agreement is made for construction or development  
9 within the Project or for capital improvements for Public Facilities shall apply to the  
10 Project, provided that the provisions of this subsection are not intended to prohibit the  
11 imposition and collection of County fees and charges imposed at the time of execution  
12 hereof (e.g., for permits or inspections).

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14                   **4.5    Special Assessment Districts.** ~~At the option of OWNERS,~~ The  
15 parties agree that certain Public Facilities shall may be financed, constructed and paid  
16 for, in whole or in part, by one or more developer special assessment districts. For  
17 the purposes of the County's Special Assessment Guidelines dated February, 1992  
18 ("Guidelines"), the parties agree that the following improvements generally are agreed  
19 to provide a public benefit, satisfy Section A of the Guidelines and may be included  
20 at the discretion of the parties in a special assessment district: are includable at the  
21 discretion of OWNERS in such special assessment districts:

- 22  
23                   (a) the construction and land costs of Whites Creek Lane;  
24                   (b) the County-owned nonpotable water system for golf  
25                   course and landscape irrigation;  
26                   (c) the purchase price of creek water rights (with  
27                   supplemental groundwater rights) for the County-owned  
28                   nonpotable water system;

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~~\_\_\_\_\_ (d) the off-site Public Utilities;~~

(d) the County-owned potable water system; and

(e) County-owned landscaping improvements and trails/paths along public streets.

**4.6 Nonpotable Water Agreement.** Any fees, costs and expenses of OWNERS pursuant to an agreement between the parties for the provision of nonpotable water for golf course and common area landscape irrigation shall not be construed as a new fee under subsection 4.4. above.

**4.7 Credits Or Reimbursements Of County Fees.** No successor or assign of OWNERS shall be entitled to a credit or reimbursement of a County Fee or fee imposed pursuant to subsection 4.6 above, unless that successor OWNER obtains an express assignment of the right to the credit or reimbursement from the OWNER who paid for or earned the credit or reimbursement of a County Fee.

**4.8 Parcel Maps.** OWNERS shall be entitled to submit or obtain approval of parcel maps within Project in order to facilitate development, even if said parcel maps create legal parcels within an area of the Project subject to a tentative map, provided that such parcel maps are not used as a subterfuge to create residential lots subject to an approved tentative map. OWNERS shall not be required to dedicate water rights for new parcels created by parcel maps within the Project, if such new parcels are not intended to require potable water service by COUNTY under the provisions of this Agreement.

~~\_\_\_\_\_ **4.9 Security For Improvements.** In order to construct improvements pursuant to this Agreement for which COUNTY customarily requires security to be posted prior to commencement, OWNERS shall not be required to provide security~~

1 to COUNTY for the construction of private streets or Public Utilities which upon  
2 completion are not to be owned by COUNTY. Any security required by COUNTY shall  
3 be in the amount of:

4 \_\_\_\_\_ (a) ~~One hundred percent (100%) of the approved engineer's~~  
5 ~~cost estimate for the improvements to be constructed; plus~~

6 \_\_\_\_\_ (b) ~~Twenty percent (20%) of that sum as a contingency~~  
7 ~~amount.~~

8 **4.9 Fire Protection.** Owners agree to transfer and dedicate free of  
9 charge to County (or to another government entity of County's choice) prior to the  
10 recordation of the first final map a one-acre fire station site located on Whites Creek  
11 Lane west of the proposed elementary school and east of the Project entrance. The  
12 exact location and parcel configuration shall be mutually agreed by the parties. The  
13 deed for the fire station site shall restrict use to a fire station and ancillary purposes.  
14 Owners and representatives of the Truckee Meadows Fire Protection District have  
15 entered into discussions regarding the free dedication of the fire station site and other  
16 possible needs for fire protection, and no other commitments were made except  
17 Owner's agreement herein to dedicate the fire station site.

18  
19 **5. TERM OF AGREEMENT.**

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21 The term of this Agreement shall be fifteen (15) years from the date  
22 hereof; provided that all applicable terms of this Agreement shall remain binding and  
23 enforceable regarding permits, construction or development on any portion of the Real  
24 Property subject to a tentative map, a recorded final map or a special use permit in  
25 existence at the time of expiration of this Agreement.

1                   6.     **OBLIGATIONS OF OWNERS/ASSIGNMENT.**

2                   The parties acknowledge that OWNERS will sell or otherwise convey title  
3 to portions of the Real Property as development occurs. Successors to OWNERS  
4 shall acquire rights and assume obligations only to the extent required under this  
5 Agreement to develop or use the portion of the Real Property so acquired. Upon  
6 conveyance of each portion of Real Property, OWNERS' liability for obligations under  
7 this Agreement shall terminate, provided the successor OWNERS assumes said  
8 obligations. The provisions of this Agreement constitute covenants running with the  
9 Real Property. Notwithstanding the provisions of this Section 6, a successor OWNER  
10 of a single lot created by final map within the Project shall not have any obligation  
11 under this Agreement other than for development and use of the lot so owned  
12 consistent with this Agreement.  
13

14                   7.     **MISCELLANEOUS.**

15                   7.1     **Governing Law; Venue.** This Agreement is being executed and  
16 delivered in Washoe County, Nevada, and is intended to be  
17 performed in the State of Nevada, and the laws of Nevada shall  
18 govern the validity, construction, enforcement and interpretation  
19 of this Agreement. Venue for any legal action arising out of this  
20 Agreement shall be in Washoe County, Nevada.

21                   7.2     **Entirety and Amendments.** This Agreement embodies the entire  
22 Agreement between the parties and supersedes all prior  
23 agreements and understandings, if any, relating to the Project,  
24 and may be amended or supplemented only by an instrument in  
25 writing executed by the party against whom enforcement is  
26 sought, and as provided in Code § 110814.95(b). No oral  
27 statements or representations made before or after the execution  
28 of this Agreement regarding the subject matter of this Agreement  
are binding on a party, nor may any such oral statements or  
representations be relied on by a party.

7.3     **Invalid Provisions.** If any provision of this Agreement is held to  
be illegal, invalid or unenforceable under present or future laws,

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such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

**7.4 Parties Bound and Assignment.** Subject to the provisions of Section 6, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. In the event COUNTY, for any reason, ceases to have jurisdiction as the applicable local governmental entity regarding the subject matter of all or any part of the Agreement, COUNTY shall require the new entity to assume the applicable obligations hereof.

**7.5 Further Acts.** In addition to the acts recited in this Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.

**7.6 Headings.** Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

**7.7 Attorneys' Fees.** In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

**7.8 Notice.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

**COUNTY:**  
  
Director, Department of Development Review  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-6100  
Facsimile: (702) 328-3648

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with a copy to:

Assistant District Attorney, Civil Division  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-3200  
Facsimile: (702) 328-3283

**OWNERS:**

Southwest Pointe Partners  
P.O. Box 346  
Genoa, NV 89411  
Telephone: (702) 782-5888  
Facsimile: (702) 782-5899

Gerald C. Smith, Esq.  
Redfield Land Company  
1755 East Plumb Lane, Suite 212  
Reno, NV 89502  
Telephone: (702) 323-1373  
Facsimile: (702) 323-4476

with a copy to:

Robert M. Sader, Esq.  
462 Court Street  
Reno, NV 89501  
Telephone: (702) 329-8310  
Facsimile: (702) 329-8591

The persons and addresses to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon delivery.

**7.9 Receipt Defined.** For the purpose of this Agreement, the term "delivery" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.



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**7.10 Indemnity.** Developer shall indemnify and hold harmless COUNTY and its officers, employees, and agents, from any claims, demands, losses, defense costs, or liability of any kind or nature, which COUNTY may sustain or incur or which may be imposed upon them out of actions by, or the negligence of, Developer, its officers, agents or employees, arising out of Developer's obligations specified in Section 2 hereof, accepting only liability arising out of gross negligence or intentional wrong doing by County, its officers, agents, or employees.

**7.11 Arbitration.** Any dispute arising from rights or obligations of this Agreement shall be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association, including any disputes regarding consents or approvals to be given by a party. The decision of the arbitrator shall be final and binding on both parties.

**7.12 Recordation.** This Agreement shall not be recorded, but in order to comply with Code § 110.814.95(c) the Memorandum Of Agreement attached hereto as Exhibit "M" shall be recorded upon execution hereof in the office of the Recorder of Washoe County, Nevada.

**7.13 Exhibits.** All exhibits to this Agreement are incorporated herein as if fully set forth.

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In Witness Whereof, the parties have executed this Agreement on the day and year written above.

**OWNERS:**

**SOUTHWEST POINTE PARTNERS,**  
a Nevada general partnership

By: \_\_\_\_\_  
JEFFERY DINGMAN, Partner

By: \_\_\_\_\_  
CARL PANATTONI, Partner

**NELL J. REDFIELD TRUST**

By: \_\_\_\_\_  
BETTY ALYCE JONES, Trustee

By: \_\_\_\_\_  
HELEN JEANE JONES, Trustee

By: \_\_\_\_\_  
IRIS G. BREWERTON, Trustee

By: \_\_\_\_\_  
KENNETH G. WALKER, Trustee

By: \_\_\_\_\_  
GERALD C. SMITH, Trustee

**COUNTY:**

**THE COUNTY OF WASHOE, a**  
political subdivision of the State  
of Nevada

By: \_\_\_\_\_  
STEPHEN BRADHURST, Chairman  
Board Of County Commissioners

**ATTEST:**

\_\_\_\_\_  
JUDI BAILEY, County Clerk

**Approved As To Form:**

By: \_\_\_\_\_  
MADELYN SHIPMAN  
Assistant District Attorney



Project No. 88-003.20  
 March 29, 1996  
 Revised April 30, 1996

Mr. Don Young, Planner  
 Department of Development Review  
 P. O. Box 11130  
 Reno, NV 89520

**Subject: Southwest Pointe**

Dear Don:

This letter incorporates all previous correspondence pertaining to clarifications and modifications to the Conditions of Approval for Southwest Pointe. Those changes are summarized below. Deletions are ~~struck thru~~ and additions are in *italic*. One of the more significant modifications has to do with Condition #26, which pertains to street standards for public and private roads. We are requesting that the primary loop road, which will have either an 80-foot or a 60-foot right-of-way, be private rather than public and that we have the option of installing a gate at the point where Whites Creek Lane becomes a private road.

One change that does not deal with a condition, but rather with the concept plan, is the number of 12,000 square foot, 1/2 acre, and 1 acre lots. We are proposing to modify the percentage of lots in each category as outlined below.

<u>Lot Size</u>	<u>As Approved</u>	<u>Proposed</u>
12,000 sq. ft.	40%	40%
1/2 acre & larger	15%	35%
1 acre & larger	45%	25%

Samuel Chacón, P.E.  
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 Principal

The biggest change occurs in the number of 1/2-acre lots which has been increased and the number of 1-acre lots which has been decreased. The rationale for this change is based on a marketing study performed by Whitney Research Group in February 1996. This study identified a greater demand for 1/2 acre lots. Their

reasoning is based on demographic aging trends which suggest that as consumers grow older (i.e., aging baby boomers), they do not want the upkeep of a large custom homesite. The older consumer desires freedom to travel and not be tied down to a large custom home and lot requiring extensive maintenance upkeep. Further, we are requesting a range, rather than a specific percentage, to permit some flexibility in site planning and to minimize the need for future revisions.

**Conditions for Development Agreement Case No. DA9-1-93**

1. *Unless specifically stated in the final development agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.*

**Reason for Modification:** Different standards may be proposed in the final development agreement; therefore, the wording of this condition needs to reflect this possibility.

2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. ~~The A "statement of compliance" format shall be made a part of the final development agreement. For the Phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.~~

**Reason for Modification:** The second sentence should become a separate condition because it refers to the development agreement. The first sentence should also be a separate condition because it deals with the tentative maps and special use permits. The proposed deletions simply reflect the fact that

there is no reason to prepare a draft statement of compliance because the Phase I applications will not be submitted before the final development agreement is approved.

- ~~3. The recorded final development agreement shall be effective for a period not more than 15 years. An extension of this approval may be granted if mutually agreed to by the developer and Washoe County.~~

**Reason for Modification:** Article 814, Section 110.814.75 requires a development schedule as part of the final development agreement. Therefore, this condition is unnecessary because it simply repeats the requirements of the Washoe County Development Code.

4. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's Office, *County Engineer*, and the Department of Development Review *prior to final map approval or prior to issuance of a certificate of occupancy for a non-residential use*. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. *If the CC&Rs are not recorded on the entire property, subsequent phases will be annexed to the previously recorded CC&Rs.* Said CC&Rs shall specifically address the ~~potential for liens~~ *county's ability to enforce certain provisions* against the property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum.

g. *Common area landscaping including along streets or landscaping along Whites Creek Lane*

h. *Fire and fuelbreaks on open space*

~~l. Private streets and utilities~~

~~e. Public park center~~

. . . At a minimum, the CC&Rs shall also specifically address the following items:

j. ~~Requirement of Access to open space remaining open to~~ *for pedestrian and bicycle traffic.*

l. *Retention of public access to the golf course, bike paths, (i.e., 8-foot meandering paths along minor arterials and some collectors; refer to street sections), public trails, and non-residential uses.*

**Reason for Modifications:** The first change more accurately reflects the county's interest in enforcement. The second changes clarifies that this condition does not pertain to landscaping on private property along streets but is strictly limited to landscaping in common areas. Fire and fuelbreaks may be located on property other than open space, therefore, the reference to open space should be deleted. Private streets are listed in an earlier item. (i.e., Item A). The developer will not be maintaining the public park and, therefore, this reference should be deleted. Lastly, some open space, such as wetlands, may not be open to pedestrian and bicycle traffic, therefore, this wording should be clarified.

11. ~~Within six months of the approval of the preliminary development agreement, a draft final development agreement that conforms with the provisions of Section 814 of the Washoe County Development Code shall be completed and submitted to the Washoe County Department of Development Review. Washoe County Department of Development Review will provide comments on the draft final agreement. The final development agreement will then be submitted to the Washoe County Board of County Commissioners within three months of submission of a completed agreement with all accompanying exhibits, provided the Department of Development Review does not delay the submission in order to approve provisions of the agreement to its satisfaction. Extension of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.~~

**Reason for Modification:** A draft of the final development agreement has already been submitted, therefore, the proposed deletions simply reflect the current status. The proposed addition provides for delay in the submission.

12. ~~The project shall be developed in three phases. Phase I includes a tentative map for 436 lots, an 18-hole golf course, the village center, and driving range. Phase II will include an additional nine holes, the equestrian center and a tentative map for approximately 220 dwelling units. Phase III includes the remaining 434 lots and the last nine holes of golf. Modifications to the proposed phasing plan may be made if mutually agreeable to the developer and Washoe County. These modifications may include the commercial portion of the project and the second 18-hole golf course, which may be constructed during Phase II or Phase III.~~

**Reason for Modification:** Section 110.814.75 states that the final development agreement must include a development schedule that indicates the phases in which the land subject to the development agreement will be built and the approximate dates for the completion of each phase.

13. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.

If the subdivider fails to record a final map for any portion of the tentative map *or obtain an extension* within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

**Reason for Modification:** For clarification, the order of the second and third paragraphs was reversed and the phrase regarding an extension was added.

14. The developer shall provide the Department of Development Review staff with a ~~monthly~~ *quarterly* report indicating the number of building permits issued *and other building activity*, once residential construction has started.

**Reason for Modification:** Monthly is too frequent, and quarterly should be often enough. The scope of the report was broadened to include all building activity (e.g., golf course, infrastructure) rather than simply an inventory of building permits.

20. Prior to final approval of the development agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to

Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Condition No. 16 and 18, from the project site to Wedge Parkway, to the satisfaction of the County Engineer.

~~Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following not to the satisfaction of the Development Review staff.~~

#### NOTE

~~An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge be less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.~~

**Reason for Modification:** The county has approved the Regional Road Impact Fee, which goes into effect this month. As a result, the second half of this condition is no longer necessary.

21. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.



Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

**Reason for Modification:** This condition should be divided into two conditions because the first paragraph deals with the development agreement and the remainder refers to the tentative maps and special use permits.

22. Prior to *or upon* approval of the ~~final development agreement~~ CC&Rs, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded.

**Reason for Modification:** The Homeowners' Association will be responsible for street maintenance, therefore, this topic is more accurately addressed in the CC&Rs.

23. Prior to approval of the final development agreement, *the developer shall provide* a schematic pedestrian circulation plan. As part of each tentative map, a detailed pedestrian circulation plan will be submitted and approved by the Department of Development Review.

**Reason for Modification:** The condition was incomplete.

25. Unless specifically stated *in these Conditions of Approval or in the final development agreement*, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.

**Reason for Modification:** The conditions of approval are separate from the final development agreement and may include some items that are not in the development agreement.

26. The following roadway sections shall be applicable to the public and private on-site streets shown on the tentative map. A traffic report shall be submitted ~~prior to approval of the first final~~ *with each tentative map* which identifies the ultimate average daily traffic on each street *and make recommendations for geometric design (e.g., left turn storage capacity, site distance, minimum required turning radius)*

- a. *Private Common Driveways - Serving 4 or less lots, pavement width 20 feet; serving 5 or more lots, pavement width 22 feet; no parking either side. Curb returns shall have a minimum face of curb radius of 20 feet on local streets and 25 feet on collector streets. Private common driveway locations will be shown on all tentative maps. Private common driveways will line up with proposed street intersections where possible and will comply with street intersection offset requirements. Single lot driveway access will not be allowed onto streets on which the average daily traffic exceeds 2000. (Refer to street sections.)*
  
- a. *b. Rural Private - ~~41 60~~ foot minimum ROW ~~cul-de-sac rural street~~ (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. (Refer to street sections.)*
  
- b. *c. Local Private - ~~50-60~~ foot minimum ROW ~~local street~~ (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. (Refer to street sections.)*
  
- e. *d. Collector Private - ~~50 60~~ foot minimum ROW ~~collector street~~ (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. a minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. (Refer to Street Sections.)*

- d. ~~e. Collector Private - 60 foot minimum ROW collector street (2000 ADT to 8000 ADT):~~ minimum 36 24-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking ~~permitted on both on either~~ side. A minimum ~~five (5) eight (8) foot~~ path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed. *Access for private common driveways will be allowed. (Refer to street sections.)*
- ~~e. Public 60 foot ROW collector street (2000 ADT to 9600 ADT):~~ minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt path one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
- f. ~~Public-Collector Private - 80 120 foot minimum ROW minor-arterial collector street (up to 9600 ADT to 10,830 ADT):~~ A minimum 41 27 foot center median from curb face to curb face, 29.5 19 foot roadway section curb face to curb face pavement width on either side of the median; curb and gutter on both sides or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side *except during special events*; a minimum ~~four (4) eight (8) foot~~ meandering asphalt path both sides; no residential driveway access allowed. *(Refer to street sections.)*
- g. *Minor Arterial, Private - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27 foot center median from curb face to curb face, 24 foot pavement width on either side of the median; County Engineer approved concrete header with roadside ditch; no parking either side; a minimum 8 foot meandering asphalt path both sides. A gate may be installed at the point where Whites Creek Lane becomes a private road. (Refer to street sections.)*

- h. Minor Arterial, Public - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27 foot center median from curb face to curb face, 29.5 foot roadway section on either side of the median; curb and gutter on both sides; a minimum 6 foot concrete sidewalk on both sides; no residential driveway access is allowed. (Refer to street sections.) A gate may be installed at the point where Whites Creek Lane becomes a private road. A public turn-around is required on the public side of the gate.*

**Reason for Modification:** To be consistent with Washoe County Street Design Standards, to create a hierarchy of paths, and to change some of the public streets to private streets.

- 27. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer, Washoe County Department of Development Review and the developer. Maintenance of median landscaping shall be by the Homeowners' Association as provided for in a separate maintenance agreement to be approved by the County Engineer and the District Attorney's Office prior to approval of the ~~final development agreement~~ CC&Rs.

**Reason for Modification:** The Homeowners' Association will be responsible for the maintenance of median landscaping, therefore, this topic is more accurately addressed in the CC&Rs.

- 28. Meandering asphalt paths will be acceptable provided . . .
  - c. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the Homeowners' Association as provided for in a separate maintenance agreement and be approved by the County Engineer and the District Attorney's office prior to approval of the ~~final development agreement~~ CC&Rs.

**Reason for Modification:** The Homeowners' Association will be responsible for the maintaining the asphalt paths and the landscaping between the road and the path, therefore, this topic is more accurately addressed in the CC&Rs.

29. ~~Proposed roadways (public or private) are not to be centered along fault lines. Fault lines shall be located behind the curb line, on the up thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback excluding construction for buildings for human occupancy may be reduced, to the satisfaction of the County Engineer.~~

*Construction near fault lines shall be as follows:*

- a. *Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.*
- b. *Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.*

**Reason for Modification** There was confusion over how the original condition should be interpreted. The proposed wording was developed in conjunction with the staff of the Engineering Division, Kleinfelder, and Harding Lawson.

33. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than ~~500~~ 1,500 feet to the satisfaction of the County Engineer and the applicable fire protection agency. These roads shall have a 30-foot access easement with a minimum 20-foot width of ~~6 inches of Type 2 Class B aggregate base.~~ *2.5 inches of asphalt concrete pavement on an engineered gravel base.* The roads shall be controlled by emergency access gates and shall be posted with signs stating "For emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.

**Reason for Modification:** The county has adopted new standards for emergency access roads since this project was approved. The proposed change is consistent with the new standards.

34. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. ~~The emergency access road shall be constructed within a 30-foot access easement to a minimum 20-foot width with 4 inches of Type 2 Class B aggregate base.~~

**Reason for Modification:** The last sentence repeats Condition #33.

36. Unless otherwise stated *in these conditions of approval or in the final development agreement*, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer.

**Reason for Modification:** The conditions of approval are separate from the final development agreement and may include some items that are not in the development agreement.

37. The minimum pavement structural section shall be *5 inches of asphalt over 8 inches of aggregate base for minor arterials*, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets to the satisfaction of the County Engineer.

**Reason for Modification:** No structural section for minor arterials had been identified.

40. Off-site parking areas shall be provided within ~~300~~ 500 feet of homes that have *lots ranging in size between 12,000 square feet and 0.5 acre*. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map(s), to the satisfaction of Washoe County Department of Development Review and the Developer.

**Reason for Modification:** To avoid having a multitude of guest parking areas with 1 or 2 spaces, the spacing requirement was increased to 500 feet so that the guest parking areas will consist of 4 or 5 spaces. Guest parking areas will be added to the neighborhoods with 0.5 acre lots because on-street parking will be prohibited on the private streets and the front yard setback can be reduced with side-entry and detached garages.

41. All private roadways shall be depicted on the final maps and identified ~~in the final development agreement~~ *on the tentative map* as either private access easements over individual adjacent lots or, if identified as separate parcels, as *either* common areas with equal fractional ownership by all of the lots within the development *or common areas owned by the Homeowners' Association* to the satisfaction of the County Engineer.

**Reason for Modification:** NRS Chapter 116 (Uniform Common Interest Ownership Act) requires a corporation to be formed for the Homeowners' Association. The corporation owns the common areas.

43. Regulatory signs must be installed at the juncture of all public streets with a private street *and at intersections along the primary loop road* to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.

**Reason for Modification:** Since there is only one location where a public street intersects with a private street (i.e., at the main project entrance), there would only be one sign. The county staff wants signs at additional locations and, therefore, the suggested wording to add "at intersections along the primary loop road."



48. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the applicant shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed upon locations to the satisfaction of the County Engineer. The easement shall be submitted with the plans for the final golf course improvements.

**Reason for Modification:** The first paragraph pertains to tentative maps and special use permits; whereas, the second paragraph only refers to the special use permit for the golf course. Therefore, only the first paragraph should appear with the tentative map conditions and both paragraphs should appear with the special use permit conditions.

49. A maintenance plan of all drainage facilities to be owned by the homeowners' association shall be provided prior to approval of the ~~final development agreement~~ CC&Rs. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant and associated Steamboat Ditch conveyance system . . .

**Reason for Modification:** The Homeowners' Association will be responsible for the maintaining the asphalt paths and the landscaping between the road and the path, therefore, this topic is more accurately addressed in the CC&Rs.

51. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:

- a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park,~~ or revert to open space.
- b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final development agreement. If construction is not started by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park,~~ or revert to open space.
- c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park,~~ or revert to open space.
- d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.

**Reason for Modification:** We have been working with Karen Mullens, Washoe County Parks and Recreation Department, to identify a neighborhood park that is not adjacent to the school. The preferred location is adjacent to Thomas Creek on the south side of Whites Creek Lane.

56. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided ~~between property lines of single-family residences and riparian vegetation from any structures.~~

**Reason for Modification:** It would be difficult and impractical to implement the original wording because it would result in long, thin parcels along riparian areas that would become a "no man's land". The suggested wording is consistent with the intent of this condition and avoids the creation of unusable parcels.

- ~~64. Prior to the approval of the final development agreement, the applicant shall provide staff with a phasing schedule for the dedication of water rights. Permitted or certificated groundwater rights in the amount of 1.12 acre feet must be dedicated to Washoe County for each lot of a final map. Water rights, in accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.~~

**Reason for Modification:** Current county policy requires that sufficient water rights will be dedicated prior to recordation of each final map. A phasing schedule is typically not necessary. The required number of water rights for each lot may change in the future because the county is evaluating SPPCo water rights dedication requirement which is based on lot size. If the requirement changes, we do not want to be constrained by this condition.

- ~~65. Prior to the approval of the final map, the developer shall demonstrate how compliance with NRS 278.349, that requires the availability of water meet applicable health standards and is sufficient in quantity to serve the foreseeable needs of the subdivision, shall be met to the satisfaction of the District Health Department and Washoe County Department of Development Review.~~

**Reason for Modification:** Condition #67 addresses this topic, therefore, this condition is repetitive.

- ~~69. The developer shall provide adequate assurance that the sewage, water, and drainage systems will be satisfactorily maintained and operated.~~

**Reason for Modification:** The developer is not responsible for maintaining the sewage and water systems. These facilities are maintained Washoe County. Maintenance of the drainage system has already been addressed in Condition #49.

74. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval. ~~The water source shall meet both primary and secondary standards of the Safe Drinking Water Act.~~

**Reason for Modification:** The last sentence repeats federal, state, and local law. A subsequent condition (i.e., #77) requires the developer to use treated wastewater which will not meet drinking water standards. Therefore, the two conditions contradict one another.

- ~~79. The project shall be designed to accommodate a gravity flow sanitary sewer system within the boundaries of the subdivision. Such design shall be to the satisfaction of the Utility Division.~~

**Reason for Modification:** According to Terri Svetich, Washoe County Utility Division, this is not a Utility Division condition and can be deleted.

83. The sanitary sewer collection system and water system facilities, *with the exception of the golf course and common area irrigation systems*, must be offered for dedication to Washoe County.

**Reason for Modification:** Washoe County does not want to be responsible for golf course and common area irrigation systems, therefore, these systems should remain private.

- ~~90. Should the proposed "off stream" location for the flood detention facility proposed in the 1990 Kennedy/Jenks report not be dedicated for this purpose, a minimum ten acre site for an elementary and a minimum 25 acre site for a middle school shall be offered for dedication. If the "off stream"~~

~~flood control facility is dedicated to Washoe County, a 10-acre site for the elementary school shall be offered for dedication. If the area for the "off-stream" facility is dedicated, but the county has not complied with Condition No. 51, the use for the area shall revert back to a school site and/or a park site (if requested by Washoe County) as proposed by the developer. If a school or park site is not requested by Washoe County, this area shall remain as an open space buffer.~~

**Reason for Modification:** The special use permit for the elementary school has already been approved. The elementary school will be located on a 17-acre parcel on the north side of Whites Creek Lane. This elementary school site is not impacted by the flood control facility. A neighborhood park site has also been proposed on the south side of Whites Creek Lane.

92. A minimum one-acre site shall be offered for dedication *prior to approval of a final map*, if requested by the applicable fire protection agency, for a fire station. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements.

**Reason for Modification:** To clarify when the fire station site must be dedicated.

95. ~~Unless the off-stream site is dedicated to the county,~~ A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan ~~has been submitted, which if conceptually approved by the county, should~~ *will* be included in the final development agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.

**Reason for Modification:** The park site has nothing to do with the off-stream detention facility, therefore, this reference is inaccurate. The sketch

plan that is referred to in this condition has been changed and the park site has been moved, therefore, this reference is also inaccurate.

97. Prior to approval of the final development agreement, the developer shall submit ~~schematic landscaping and architectural design guidelines~~ *a Development Standards Handbook* for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

**Reason for Modification:** To make the wording consistent with Article 814, Development Agreements.

- ~~99. Homes located on 12,000 square foot lots shall have a minimum 160 square foot storage space added in their garages, if only one garage space is provided. All homes will have a minimum two car garage.~~

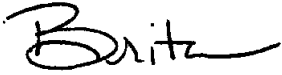
**Reason for Modification:** No homes will be constructed with one garage space.

**Tentative Map Conditions for Development Agreement Case No. DA9-1-93**  
**Final Map Conditions for Development Agreement Case No. DA9-1-93**  
**Special Use Permit Application and Construction Conditions for Development Agreement Case No. DA9-1-93**

Currently, there are numerous repetitive conditions under each of these headings, and there are also conditions that pertain to the tentative map that appear under the development agreement and vice versa. I have reorganized the conditions under three headings -- development agreement conditions, tentative map conditions, and special use permit conditions. I think this format will be easier for everyone to work with.

Thank you for your consideration of this request. Please call me if I can provide you with additional information or answer any questions.

Sincerely,

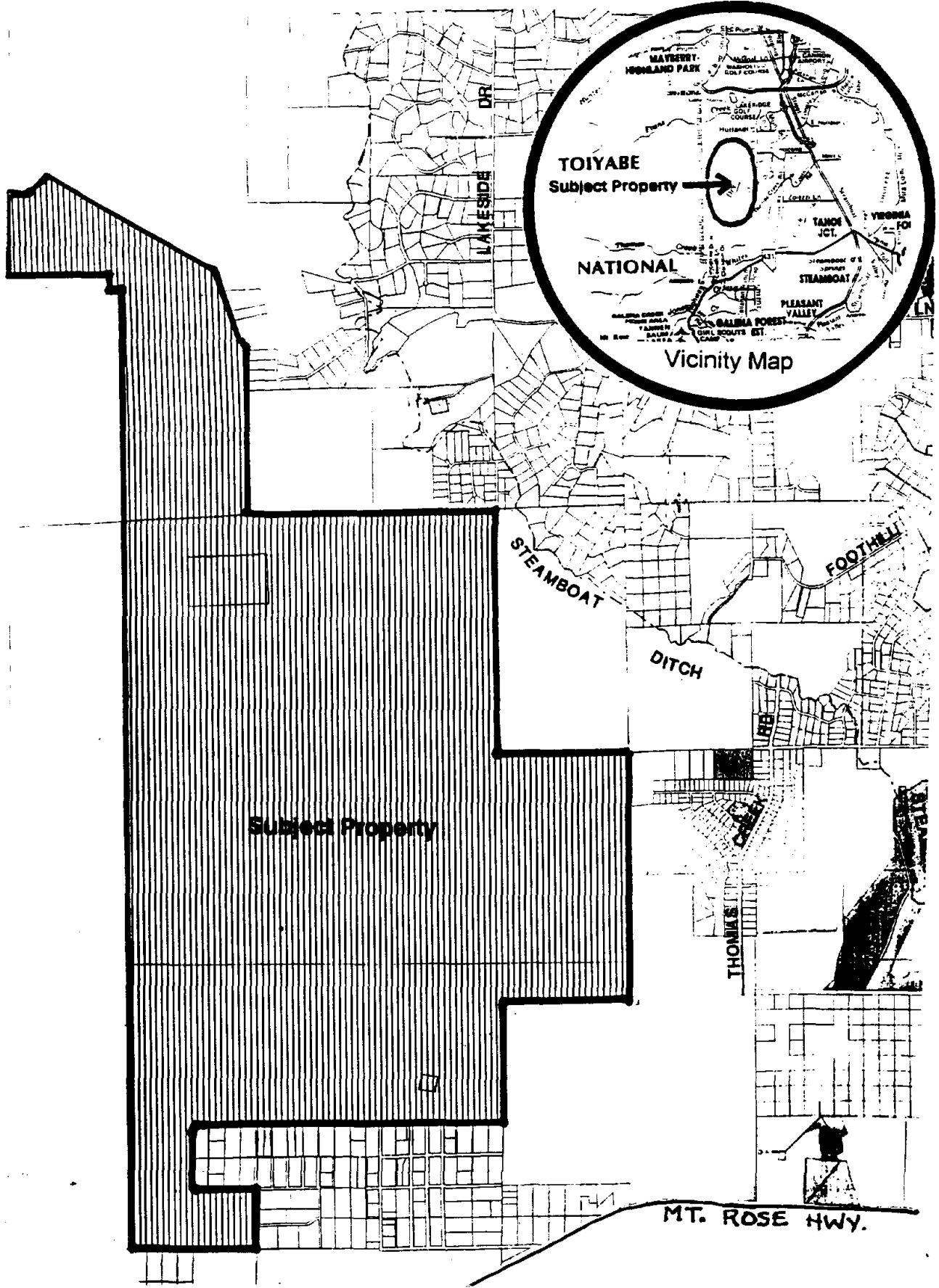
A handwritten signature in black ink, appearing to read "Brita". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brita Tryggvi, AICP  
Principal

pc: Mike Mohler  
Bob Sader

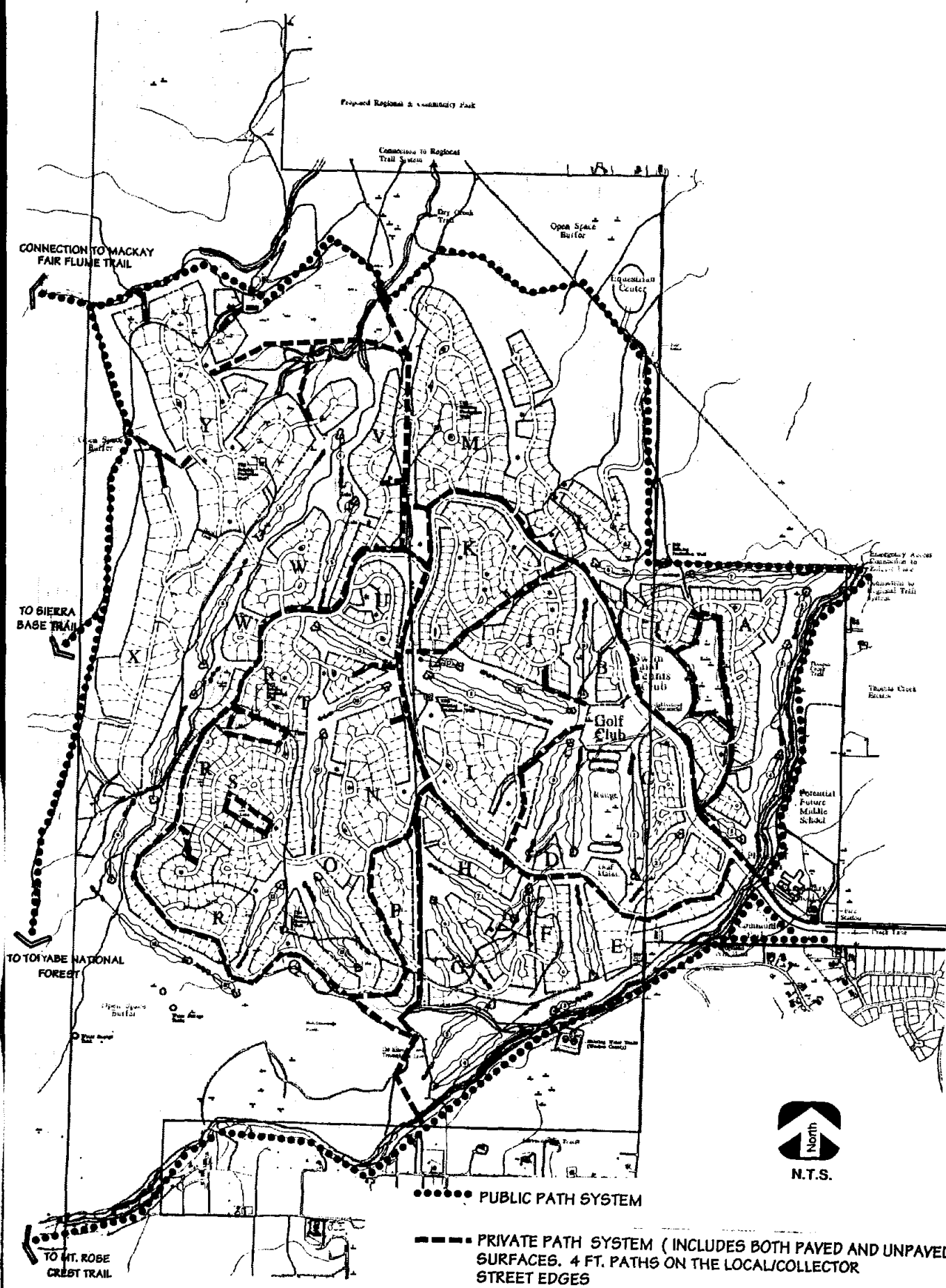
Attachments

washoe county development review



AMEND DA9-1-93





Proposed Regional & Community Park

Connection to Regional Trail System

Dry Creek Trail

Open Space Buffer

Recreation Center

CONNECTION TO MACKAY FAIR FLUME TRAIL

TO SIERRA BASE TRAIL

TO TOiyabe NATIONAL FOREST

TO Mt. ROBE CREST TRAIL

Golf Club



N.T.S.

..... PUBLIC PATH SYSTEM

----- PRIVATE PATH SYSTEM (INCLUDES BOTH PAVED AND UNPAVED SURFACES. 4 FT. PATHS ON THE LOCAL/COLLECTOR STREET EDGES

**PUBLIC AND PRIVATE TRAIL SYSTEM**

GENERAL CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93

GENERAL CONDITIONS

- ✓ 1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved. *(Revision Proposed.)*
  
- ✓ 2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff. *(Revision Proposed. If revisions are approved this condition would be divided into two conditions -- one under development agreements and the other under tentative maps and special use permits)*
  
- ✓ 3. The recorded final development agreement shall be effective for a period not-more-than 15 years. An extension of this approval may be granted if mutually agreed to by the developer and Washoe County. *(Deletion Proposed)*
  
- ✓ 9. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
  
- ✓ 10. Prior to submittal to the Washoe County Board of County Commissioners, the final development agreement shall be reviewed and approved by the Washoe County District Attorney's Office.

The development agreement shall specify the time frames that have been extended beyond those specified by WCC or NRS.

- ✓ 11. Within six months of the approval of the preliminary development agreement, a draft final development agreement that conforms with the provisions of section 814 of the Washoe County Development Code shall be completed and submitted to the Washoe County Department of Development Review. Washoe County Department of Development Review will provide comments on the draft final agreement. The final development agreement will then be submitted to the Washoe County Board of County Commissioners within three months. Extensions of any of these time frames may be requested if mutually agreeable to Washoe County and the developer. (*Revision Proposed*)

PHASING

- ✓ 12. The project shall be developed in three phases. Phase I includes a tentative map for 436 lots, an 18-hole golf course, the village center and driving range. Phase II will include an additional nine holes, the equestrian center and a tentative map for approximately 220 dwelling units. Phase III includes the remaining 434 lots and the last nine holes of golf. Modification to the proposed phasing plan may be made if mutually agreeable the developer and Washoe County. These modifications may include the commercial portion of the project and the second 18-hole golf course, which may be constructed during phase II or phase III. (*Deletion Proposed*)

TRAFFIC

- ✓ 15. A LOS C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.
- ✓ 19. The final development agreement shall not be approved until the right-of-way of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Provided however, that preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition #21. A recorded right-of-way document shall be provided to the satisfaction of the County Engineer and the District Attorney's Office.
- ✓ 20. Prior to the final approval of the development agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District (SAD) for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Condition No.'s 16 and 18, from the project site to Wedge Parkway, to the satisfaction of the County Engineer.

Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

**NOTE**

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee. *(Revision Proposed)*

- ✓ 21. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements. *(Revisions Proposed. If revisions are approved this condition would be divided into two conditions -- one under development agreements and the other under tentative maps and special use permits)*

- ✓ 22. Prior to approval of the final development agreement, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded. *(Revision Proposed that would move this to tentative map) Altered cond'n to DA*
- ✓ 23. Prior to the approval of the final development agreement, a schematic pedestrian circulation plan. As part of each tentative map, a detailed pedestrian circulation plan will be submitted and approved by the Department of Development Review. *(Revision Proposed) Slightly revised.*
- ✓ 25. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer. *(Revision Proposed)*
- ✓ 27. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer, Washoe County Department of Development Review ~~and the developer~~. Maintenance of median landscaping shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement. *(Revision Proposed that would move this to tentative map)*
- ✓ 28. Meandering asphalt paths will be acceptable provided:
- A. Pedestrian easements are included for portions of the paths located outside the County r.o.w.
  - B. Landscaping between the back of the curb and the path shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer.
  - C. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement. *(Revision Proposed that would move this to tentative map)*

- ✓ 36. Unless otherwise stated in the final development agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer. (*Revision Proposed*)
- ✓ 41. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer. (*Revision Proposed that would move this to tentative map*)

DRAINAGE

- ✓ 46. Detention/retention facilities are to be maintained by a homeowner's association and perpetually funded unless the County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County.
- ✓ 47. A general concept level storm drain master plan shall be submitted and approved prior to acceptance of the final development agreement to the satisfaction of the County Engineer. The general concept-level storm drain master plan shall address in general terms proposed methods for handling the existing and increased flows for the 10- and 100-year storms including detention and other proposed mitigation measures for both on- and off-site areas. This master plan shall include a drawing which shows the existing drainage basins within the development and indicate how they may be impacted. After approval of the final development agreement, and prior to approval of the tentative map for each phase or approval of any special use permit, a preliminary hydrology report shall be submitted and approved to the satisfaction of the County Engineer. This preliminary hydrology report shall be prepared in accordance with County requirements for tentative maps, in conformance with the general concept level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10 and 100 year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities.

Split  
for  
TM & SUP

- ✓ 49. A maintenance plan of all drainage facilities, to be owned by the homeowner's association, shall be provided prior to approval of the ~~final development agreement~~. ~~final~~ <sup>final</sup> <sup>CCRS</sup> All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe county water treatment plant, and associated Steamboat Ditch conveyance system. All runoff from improved areas which runs into the Steamboat Ditch shall be pre-treated for silt and petrochemicals and shall be routed through a "wet" detention facility or approved alternative, to the satisfaction of the Utility Division and the Department of Development Review. (Revision Proposed that would move this to tentative map)
  
- ✓ 51. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
  - A. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - B. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within five (5) years of the approval of the final development agreement. If construction is not started within by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - C. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - D. If the detention basin is constructed, Washoe County shall pay fair market value for the property. *(Revision Proposed)*
  
- ✓ 52. The increase in development-caused runoff from the 100 year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained on-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company, to the satisfaction of the County Engineer.
  
- ✓ 53. Prior to the approval of the final development agreement, a geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area, to the satisfaction of the County Engineer.

The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report.

WATER

✓  
Moved to  
TM & SUP

- ✓ 64. Prior to the approval of the final development agreement, the applicant shall provide staff with a phasing schedule for the dedication of water rights. Permitted or certificated groundwater rights in the amount of 1.12 acre feet must be dedicated to Washoe County for each lot of a final map. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division. *(Revision Proposed)*
- ✓ 66. Prior to the approval of the final development agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Office. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.
- ✓ 67. Prior to the approval of the final development agreement, a schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.
- ✓ 69. The developer shall ~~provide~~ adequate assurance that the sewage, water and drainage systems will be satisfactorily maintained and operated. *(Deletion Proposed)*
- ✓ 77. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

GRADING

- ✓ 89. The development shall comply with the requirements of the Hillside Development Ordinance, as applicable.

SCHOOLS

- ✓ 90. Should the proposed "off-stream" location for the flood detention facility proposed in the 1990 Kennedy/Jenks report ~~not~~ be dedicated for this purpose, a minimum ten acre site for an elementary school and a minimum 25 acre site for a middle school shall be offered for dedication.  
  
If the "off-stream" flood control facility is dedicated to Washoe County, a 10 acre site for the elementary school shall be offered for dedication.



If the area for the "off-stream" facility is dedicated, but the County has not complied with Condition No. 51, the use for the area shall revert back to a school site and/or a park site (if requested by Washoe County) as proposed by the developer. If a school or park site is not requested by Washoe County, this area shall remain as an open space buffer. (*Deletion Proposed*)

FIRE PROTECTION

✓ 92. A minimum one-acre site shall be offered for dedication, if requested by the applicable fire protection agency, for a fire station. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements. (*Revision Proposed that would move this to tentative map*) NO

PARKS/RECREATION/OPEN SPACE

✓ 93. Prior to the approval of the final development agreement, an open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowner's association and provisions be made for perpetual funding for maintenance.

Prior to approval of the final development agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres.

✓ 94. The final development agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County.

✓ 95. Unless the off-stream site is dedicated to the County, a minimum 10-acre public park site shall be offered for dedication to the County. A sketch plan has been submitted, which if conceptually approved by the County, should be included in the final development agreement. The final park design shall be mutually agreeable to the County and the developer. The developer will construct the recreational facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement. (*Revision Proposed*)

✓ 96. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

LANDSCAPING/ARCHITECTURAL DESIGN

- ✓ 97. Prior to the approval of the final development agreement, the developer shall submit schematic landscaping and architectural design guidelines of the entire project to the Design Review Committee (DRC) for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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. *(Revision Proposed)*

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition No. 18C.

- ✓ 99. ~~Homes located on 12,000 square foot lots shall have a minimum 160 square foot storage space added in their garages, if only one garage space is provided. *(Revision Proposed)*~~

*Deleted*

**GENERAL CONDITIONS  
for  
TENTATIVE MAPS**

**GENERAL CONDITIONS**

✓ 2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff. *(Revisions Proposed. If revisions are approved this condition would be divided into two conditions -- one under development agreements and the other under tentative maps and special use permits)*

✓ 4. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's office and the development review staff. 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 property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum: *(Revisions Proposed)*

- a. Private roads within the subdivision.
- b. Equestrian center.
- c. Staffing of maintenance and security forces.
- d. Common area landscaping.
- e. Entrance gates.
- f. Snow removal and storage areas.
- g. Landscaping along streets.
- h. Fire and fuelbreaks on open space.
- i. Detention basins and the accumulated sediment.
- j. Equestrian/pedestrian trails.
- k. Bicycle and pedestrian paths.
- l. Private streets and utilities.
- m. Golf cart crossings.
- n. Off-site residential parking areas.
- o. Public park center.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
- b. Specifications on the limitation of turf area for single family homes.

**Washoe County Board of County Commissioners**  
**Re: Tentative Maps (Southwest Pointe)--Page 2**

- c. Notice of requirement to pay future sewer user fees
- d. Minimum defensible space requirements.
- e. Snow storage areas.
- f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
- g. Potential for conservation easements or dedication of open space.
- h. Prohibition of motorized vehicles in open space.
- i. Areas with potential for equestrian traffic.
- j. Requirement of open space remaining open to pedestrian and bicycle traffic.
- k. Notice of pedestrian easements to abutting properties.

- ✓ 5. Prior to ground disturbing activity, the developer shall provide an archaeological/historical survey for review by the Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology.
- ✓ 6. The developer shall participate in any applicable General Improvement District or Special Assessment District formed by Washoe County to the satisfaction of the applicable division of Public Works.
- ✓ 7. All new utilities shall be placed underground to the satisfaction of the County Engineer.
- ✓ 8. Prior to final map approval, the developer is to provide written approval of the plans for the installation of mail delivery facilities from the US Postal Service. The system must be shown on the project construction plans and installed as part of the on-site improvements to the satisfaction of the County Engineer and the US Postal Service.

PHASING

- ✓ 13. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired. *(Revisions Proposed)*

- ✓ 14. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started. *(Revisions Proposed)*

*Moved to DA*

TRAFFIC

- ✓ 16. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site, to the satisfaction of the County Engineer.
- ✓ 17. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
- ✓ 18. Prior to the issuance of the 35th building permit, the following roadway improvements shall be constructed to the satisfaction of the County Engineer:
- A. The remaining two lanes of Whites Creek Lane from Thomas Creek Road to the project site if warranted by projected traffic demands.
  - B. Two (2) lanes of Whites Creek Lane from Thomas Creek Road to Wedge Parkway with 100 feet of right-of-way. These two lanes will be constructed so that an additional two lanes may be added in the future if warranted by projected traffic volumes.
  - C. Whites Creek Lane will be designed in a manner that minimizes any impacts on the adjacent homes to the north in Fieldcreek Ranch (e.g., fencing, berms, lowering the travel lanes).
- ✓ 21. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site. *moved to DA*
- ✓ Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:
- a) site distance requirements;
  - b) left turn storage capacity and design;
  - c) intersection location and alignment;
  - d) proximity to existing intersections and recommended separate distances;
  - e) existing center median and landscaping concerns;
  - f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and

- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements. *(Revisions Proposed. If revisions are approved this condition would be divided into two conditions -- one under development agreements and the other under tentative maps and special use permits)*

- ✓ 24. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.

- ✓ 26. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street. *(Revisions Proposed)*

- A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- C. Private -50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.

**Washoe County Board of County Commissioners**  
**Re: Tentative Maps (Southwest Pointe)--Page 5**

- D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.
- E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
- F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29<sup>1</sup>/<sub>2</sub> foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
- G. Public - 100 ROW major arterial street (more than 10,830 ADT).

- ✓ 29. Proposed roadways (public or private) are not to be centered along fault lines. Faultlines shall be located behind the curblines, on the up-thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback excluding construction for buildings for human occupancy may be reduced, to the satisfaction of the County Engineer. *(Revisions Proposed)*
- ✓ 30. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded.
- ✓ 31. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement, to the satisfaction of the County Engineer.
- ✓ 32. Temporary County Standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street, to the satisfaction of the County Engineer.
- ✓ 33. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 500 feet to the satisfaction of the County Engineer and the applicable fire protection agency. These roads shall have a 30-foot access easement with a minimum 20-foot width of 6 inches of Type 2 Class B aggregate base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer. *(Revisions Proposed)*

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**Re: Tentative Maps (Southwest Pointe)--Page 6**

- ✓ 34. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. The emergency access road shall be constructed within a 30 foot access easement to a minimum 20 foot width with 4 inches of Type 2 Class B aggregate base. *(Revisions Proposed)*
- ✓ 35. Street lights shall be installed at major intersections to the satisfaction of the County Engineer.
- ✓ 37. The minimum pavement structural section shall be 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector-classified streets and shall be 3 inches of asphalt over 6 inches of granular base for roadways for local streets to the satisfaction of the County Engineer. *(Revisions Proposed)*
- ✓ 38. The applicant shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required.
- ✓ 39. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater, to the satisfaction of the County Engineer. Where possible, crossings should be below the grade of public streets.
- ✓ 40. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer. *(Revisions Proposed)*
- ✓ 42. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
- ✓ 43. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards. *(Revisions Proposed)*
- ✓ 44. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.



AIR QUALITY MANAGEMENT

- ✓ 45. Prior to the approval of a grading permit or approval of a final map, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

DRAINAGE

- ✓ 48. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

~~Prior to the issuance of a grading permit, the applicant shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed upon locations to the satisfaction of the County Engineer. The easement shall be submitted with the plans for the final golf course improvements. *(Revisions Proposed that, if approved, would move the second paragraph under special use permits only)*~~

✓ 49

- ✓ 50. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.

- ✓ 54. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.

- ✓ 56. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation. *(Revisions Proposed)*

✓ 57. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The applicant shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch.

✓ 58. Prior to approval of the final map, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection. If required, point discharge permit for each proposed detention pond will be obtained from the Nevada Division of Environmental Protection and copy submitted to the Engineering Division.

The applicant shall contact the Division of Water Resources, State of Nevada, to determine whether the proposed flood detention facilities will require a permit.

✓ 59. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.

✓ 60. Prior to issuance of a grading permit for the golf course or approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.

✓ 63. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100 year flows and lined, to the satisfaction of the County Engineer.

#### WATER

✓ 65. Prior to the approval of the final map, the developer shall demonstrate how compliance with ~~NRS 278.349~~, that requires the availability of water meet applicable health standards and ~~is sufficient in quantity to serve the foreseeable needs of the subdivision, shall be met to the satisfaction of the District Health Department and Washoe County Department of Development Review.~~ *(Deletion Proposed)*

✓ 68. Prior to final map approval, a letter of approval for the water rights serving this proposal must be submitted from the Division of Water Resources. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource to the satisfaction of the Utility Division.

✓ 70. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters.

✓ 71. Water quality results from a State certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.

- ✓ 72. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits.
- ✓ 73. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling.
- ✓ 74. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval. The water source shall meet both primary and secondary standards of the Safe Drinking Water Act. *(Revisions Proposed)*
- ✓ 75. The tentative maps shall show the maintenance roads for the existing and proposed water tanks. The location of these roads shall be mutually agreeable to Washoe County and the developer.
- ✓ 76. The developer shall provide access to the existing monitoring wells to the satisfaction of the Utility Division. In the event access is no longer available, the developer shall construct new wells to the satisfaction of the Utility Division.

**WASTEWATER**

- ✓ 78. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
- ✓ 79. The project shall be designed to accommodate a gravity flow sanitary sewer system within the boundaries of the subdivision. Such design shall be to the satisfaction of the Utility Division. *(Revisions Proposed)*
- ✓ 80. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.
- ✓ 81. All minor infrastructure for potable water distribution shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.

- ✓ 82. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
- ✓ 83. The sanitary sewer collection system and water system facilities must be offered for dedication to Washoe County.
- ✓ 84. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
- ✓ 85. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance to the satisfaction of the Utility Division.
- ✓ 86. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development.
- ✓ 87. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance.
- ✓ 88. Easements for all water and sewer utilities shall be offered for dedication to the satisfaction of the Utility Division.

**FIRE PROTECTION**

- ✓ 91. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the introduction of any combustible materials to the site.
- ✓ 98. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs.

LANDSCAPING

- ✓ 100. A minimum 25 foot landscape buffer shall be installed between the homes and the collector and secondary loop streets. The homeowners association shall be required to perpetually maintain these areas.

OTHER

- ✓ 101. Prior to acceptance of the first final map, the telephone easement Doc. No. 415899, which runs through the middle of many lots, shall be realigned with appropriate abandonment and relocation easements, or the proposed lots realigned, to the satisfaction of the County Engineer.

GENERAL CONDITIONS

- ✓ 1. Unless specifically stated in the final development agreement, final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map or any subsequent extension date.
- ✓ 2. 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. All documentation necessary to satisfy the conditions noted below shall accompany the final map when submitted to the Engineering Division and the development review staff.
- ✓ 6. A note shall be placed on all 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 Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology, 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.

- ✓ 7. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada, when field conditions mandate construction other than that shown in the original drawing.
- ✓ 8. The final map shall designate faults, by distance and bearings, that have been active during the Holocene epoch of geological time and shall contain the following note to the satisfaction of the development review staff:

**NOTE**

No habitable structures shall be located on a fault that has been active during the Holocene epoch of geological time. The faults have been located by Civil Engineer Registered in Nevada and experienced in Geotechnical Engineering and field surveyed by a Nevada Registered Land Surveyor.

- ✓ 9. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization, mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
- ✓ 10. All soil boring logs must be included as part of the construction drawings to the satisfaction of the County Engineer.
- ✓ 13. The Washoe County Planning Commission certificate on the final map shall be to the satisfaction of the County Engineer and the Department of Development Review.

**DRAINAGE**

- ✓ 39. The 100-year floodplain boundaries and flood elevations shall appear on each final map to the satisfaction of the County Engineer. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map to the satisfaction of the County Engineer. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted or until conformance with Washoe County flood construction standards is determined by the County Engineer.
- ✓ 40. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the District Health Department and the County Engineer.
- ✓ 41. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.

**WATER**

- ✓ 42. Prior to the approval of a final map by the District Health Department, the production wells that will serve any phase of this development must be constructed, pump tested and sampled to ensure the proposed water system has sufficient quality and quantity.

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- ✓ 43. Before approval of the final map will be considered, a letter from the water purveyor committing adequate water service to this proposal must be submitted to the District Health Department.
- ✓ 46. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, no grading permit shall be issued prior to District Health Department approval of the referenced final map. This condition does not apply to the construction of production wells required in condition Number 48.

The applicant may seek relief from the District Board of Health for this requirement or may choose to create a separate parcel for the first 18-hole golf course.

- ✓ 49. A letter, which can be a will-serve letter, from the appropriate provider committing water service must be submitted to the District Health Department and Utility Division. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.
- ✓ 50. The final map shall contain the following note to the satisfaction of the development review staff:

**NOTE**

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by resolution of the Board of County Commissioners.

**WASTEWATER**

- ✓ 53. Proper easements shall be shown for off-site sewage and drainage systems to the satisfaction of the Utility Division and the County Engineer.
- ✓ 54. The Nevada Division of Environmental Protection must submit a letter to the District Health Department certifying their approval of the final map.
- ✓ 55. All minor infrastructure for sewer collection shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division.
- ✓ 58. All sewer hookup fees for the area within the final map will be paid to the satisfaction of the Utility Division.
- ✓ 59. The developer shall deposit with the Utility Division the sum of \$50.00 per lot prior to recordation of all or part of the final map. This fee shall represent the development's prorated share of the completed water and wastewater facilities plan for the south Truckee Meadows .
- ✓ 60. Prior to final map approval, a letter, which can be a will-serve letter, from the Utility Division committing sewer service, must be submitted to the District Health Department. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.

- ✓ 61. All minor infrastructure for potable water distribution shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.

GRADING

- ✓ 63. Prior to approval of the first final map, an erosion control/soil stabilization plan and grading plan shall be approved by the Washoe-Storey Conservation District. A copy of the approval shall be submitted to the District Health Department, Department of Development Review and Washoe County Engineer.



**GENERAL CONDITIONS  
for  
SPECIAL USE PERMITS**

GENERAL CONDITIONS

- ✓ 2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff. *(Revisions Proposed. If revisions are approved this condition would be divided into two conditions -- one under development agreements and the other under tentative maps and special use permits)*
  
- ✓ 5. Prior to ground disturbing activity, the developer shall provide an archaeological/historical survey for review by the Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology.
  
- ✓ 6. The developer shall participate in any applicable General Improvement District or Special Assessment District formed by Washoe County to the satisfaction of the applicable division of Public Works.
  
- ✓ 7. All new utilities shall be placed underground to the satisfaction of the County Engineer.

TRAFFIC

- ✓ 16. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site, to the satisfaction of the County Engineer.
  
- ✓ 17. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
  
- ✓ 21. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

✓ Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements. *(Revisions Proposed. If revisions are approved this condition would be divided into two conditions -- one under development agreements and the other under tentative maps and special use permits)*

✓ 29. Proposed roadways (public or private) are not to be centered along fault lines. Faultlines shall be located behind the curbline, on the up-thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback excluding construction for buildings for human occupancy may be reduced, to the satisfaction of the County Engineer. *(Revisions Proposed)*

✓ 30. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded.

✓ 37. The minimum pavement structural section shall be 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector-classified streets and shall be 3 inches of asphalt over 6 inches of granular base for roadways for local streets to the satisfaction of the County Engineer. *(Revisions Proposed)*

- ✓ 38. The applicant shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required.
- ✓ 39. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater, to the satisfaction of the County Engineer. Where possible, crossings should be below the grade of public streets.

AIR QUALITY MANAGEMENT

- ✓ 45. Prior to the approval of a grading permit or approval of a final map, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

DRAINAGE

- ✓ 48. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the applicant shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed upon locations to the satisfaction of the County Engineer. The easement shall be submitted with the plans for the final golf course improvements. *(Revisions Proposed that would place the second part of this condition under special use permits only.)*

✓ Added 5 ac Stormwater Discharge Permit req't.

- ✓ 50. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.
- ✓ 54. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.
- ✓ 55. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building code Section 7011 amended.
- ✓ 57. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The applicant shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch.
- ✓ 59. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
- ✓ 60. Prior to issuance of a grading permit for the golf course or approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
- ✓ 61. Prior to the issuance of a grading permit for the golf course, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A surface and ground water sampling program shall be implemented to demonstrate that migration is not occurring and commits to modifying practices in the event that any of the above materials are detected.

add 62

WATER

- ✓ 71. Water quality results from a State certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
- ✓ 72. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits.

- ✓ 73. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling.
- ✓ 74. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval. The water source shall meet both primary and secondary standards of the Safe Drinking Water Act. *(Revisions Proposed)*
- ✓ 76. The developer shall provide access to the existing monitoring wells to the satisfaction of the Utility Division. In the event access is no longer available, the developer shall construct new wells to the satisfaction of the Utility Division.

WASTEWATER

- ✓ 78. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
- ✓ 79. The project shall be designed to accommodate a gravity flow sanitary sewer system within the boundaries of the subdivision. Such design shall be to the satisfaction of the Utility Division. *(Revisions Proposed)*
- ✓ 82. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
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- ✓ 84. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.

- ✓ 85. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance to the satisfaction of the Utility Division.
- ✓ 86. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development.
- ✓ 87. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance.
- ✓ 88. Easements for all water and sewer utilities shall be offered for dedication to the satisfaction of the Utility Division.

**FIRE PROTECTION**

- ✓ 91. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the introduction of any combustible materials to the site.

**LANDSCAPING/ARCHITECTURAL DESIGN**

- ✓ 98. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs.

**GENERAL CONDITIONS**

- ✓ 3. A note shall be placed on all 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 Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology, 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.

- ✓ 4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada, when field conditions mandate construction other than that shown in the original drawing.

**DRAINAGE**

- ✓ 10. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the District Health Department and the County Engineer.
- ✓ 11. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.

**LANDSCAPING**

- ✓ 13. Detailed landscaping and irrigation plans for the village commercial center, club house, golf course, golf driving range and equestrian center shall be submitted prior to the issuance of a building permit for the particular use.

# Excerpt from Article 814

- (2) The phases, if any, in which the land subject to the development agreement will be built and the approximate dates for the completion of each phase.
- (g) Development Standards Handbook. A development standards handbook that provides development standards for the following:
- (1) Architectural style; Chapter IV
  - (2) Energy supply and conservation; Chapters III & IV
  - (3) Land grading, erosion and flood control; Chapter III
  - (4) Natural hazards; Chapter III (faults), Chapter V (fire)
  - (5) Fire protection, security services and medical services; Chapter VI
  - (6) Housing supply; Chapter I
  - (7) Water supply, treatment, storage, conservation and reuse; Chapters V & VI
  - (8) Wastewater treatment; Chapter VI
  - (9) Maintenance and enhancement of air quality; Chapter III (dust control)
  - (10) Wildlife and fisheries preservation; Chapter VII
  - (11) Historic, cultural and archaeological resources preservation; Chapter VII
  - (12) Recreational amenities; Chapter VI (Private), Chapter II (trails)
  - (13) Open space provision and maintenance;  
Open Space Management Plan
  - (14) Financial assurances for the development of the property and provision of services; Chapter VI and Chapter VIII
  - (15) Phasing of development; Chapter I
  - (16) Procedures for the implementation of the development standards and amendment of the development standards handbook; Chapter VIII
  - (17) Documentation verifying the development agreement approval, including reductions of all maps/drawings approved by the Board of County Commissioners as part of the approval of the preliminary development agreement; and Chapter I
  - (18) Such other information which may be required by the Director of Development Review.
- (h) Other. Any optional contents included in the preliminary development agreement pursuant to this article, and any additional material required pursuant to any terms or conditions of approval of the preliminary development agreement.





# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

May 31, 1996

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
PHONE: (702) 328-2041  
FAX: (702) 328-3699

Brita Tryggvi, AICP  
CFA, Inc.  
1150 Corporate Blvd.  
Reno, Nevada 89502

RE: Southwest Pointe Development Agreement DA9-1-93  
Site Plan and Development Standards Handbook

Dear Brita:

We have reviewed the engineering related items of the Site Plan and the Development Standards Handbook submitted May 21, 1996, and May 22, 1996, respectively. The following list outlines required revisions and suggested changes to address the Engineering Division concerns.

**SITE PLAN (DEVELOPMENT CODE 110.814.45)**

- OK 1. Both sheets of the Site Plan must be stamped and signed by the design engineer.
2. Perimeter grading conditions look excessive. Assuming a 3:1 slope, most slopes range from twenty to forty feet high, with a maximum height of about 83 feet. Slopes this large do not appear to be in compliance with the Development Standards Handbook. What will be done to mitigate the benched look these slopes will create? *Will add stds to DSH*
- OK 3. *Revised text on p. 214* Neighborhoods J, M, N, W and AA show proposed street grades of 10% on the Site Plan, while Page 2-14 of the Development Standards Handbook states street grades will be limited to 9%. The maximum street grades allowed are 9% on streets with a northern exposure and 10% on streets with a southern exposure. All street grades steeper than 6% require the approval of the County Engineer and will be reviewed at the Tentative Map stage.
- OK 4. Public and private streets are not clearly identified on the Site Plan. The Site Plan shall be revised accordingly. *Note on plans*

RE: Southwest Pointe Development Agreement DA9-1-93  
Site Plan and Development Standards Handbook  
May 31, 1996  
Page Two

*Will note on site plan* 5. It appears that the Site Plan shows some, but not all, of the proposed common driveways as a shaded or dashed line. The common driveways shown on the Site Plan shall be labeled. It may be helpful to note that not all proposed common driveways are shown on the Site Plan, but that they will be shown at the Tentative Map stage.

OK 6. Portions of the internal loop roads appear as a shaded <sup>BLACK</sup> green line on Sheet 1 of the Site Plan. Identify the significance of the green shading.

**DEVELOPMENT STANDARDS HANDBOOK**

*Will add Cond 26 to page 2-15* 1. Page 2-1 refers to entry landscaping consisting of dense conifers along the road. All landscaping within medians and adjacent to roadways will be required to meet AASHTO site distances and safety guidelines. Therefore, dense conifers may not be allowed at all locations. A suggested addition to Chapter V. Landscape Guidelines, is a section on street landscaping that includes the AASHTO site distances and safety guidelines requirement.

OK 2. The returns on the Common Driveway, Figure 2-13, shall be revised to show a minimum face of curb radius of 20 feet for local streets and 25 feet for collector streets, per Tentative Map Condition of approval 22a.

OK 3. A gravel shoulder is not allowed in lieu of a path for the collector and local streets described on page 2-23. The reference to the gravel shoulder shall be deleted.

OK 4. The description of rural streets on page 2-24 references Figure 2-12. In order to clarify this section it is suggested that "Rural Street" is added to Section A/1 of Figure 2-12. It would also be helpful to mention the four foot path in the text on page 2-24.

*Will address* 5. The grading guidelines in the Grading, Drainage, and Erosion Control section of Chapter III, do not consider mass grading. Provide mass grading guidelines that address cut and fill slopes, maximum heights and remediation measures to eliminate a benched look.

RE: Southwest Pointe Development Agreement DA9-1-93  
Site Plan and Development Standards Handbook  
May 31, 1996  
Page Three

6. *Will amend* The driveway criteria presented on page 3-4 shall be revised such that it complies with Washoe County standards. A maximum 12 foot wide driveway is not wide enough to provide access to a 2 or 3 car garage. Minimum paved driveway widths are 12 feet for a 1 car garage, 16 feet for a 2 car garage, and 24 feet for a 3 car garage (Standard Detail W-16.4).
7. *OK* The maximum allowed driveway slope is 14% per the Uniform Building Code. Driveways steeper than 14% are not allowed. Revise page 3-4 accordingly.
8. *OK* Circular driveways on one acre lots may be allowed with the approval of the County Engineer.
9. *OK* It is recommended that the statement regarding unpaved parking areas on page 3-4 be expanded to indicate specifically when and where unpaved parking areas would be allowed. For example, unpaved parking areas on the golf course would be used only during special events.
10. *Will resolve* All new infrastructure shall be constructed with new materials. Recycled railroad flatbed cars (page 7-1) are not acceptable for bridge structures.
11. *Strike "Dedicated to the County"* The Financial Assurances section on page 8-2 shall be expanded such that financial assurances will be provided for the construction of all capital improvements, public or private, necessary to provide service to the lots.

Please call if you have any questions, or if you would like to discuss these recommendations.

Sincerely,

DAVID T. PRICE, P.E.  
County Engineer

*Kristine R. Klein*  
\_\_\_\_\_  
KRISTINE R. KLEIN, P.E.  
Registered Engineer

KRK/vp  
cc: Don Young, Department of Development Review



# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF DEVELOPMENT REVIEW  
Michael A. Harper, AICP, Director  
1001 E. Ninth Street  
P.O. Box 11130  
Reno, NV 89520-0027

Development Review (702) 328-6100  
Business License Div. (702) 328-3733  
FAX (702) 328-6133

May 23, 1996

Ms. Rebecca Palmer  
State Historic Preservation Office  
Department of Museums, Library and Arts  
Capitol Complex  
100 Stewart Street  
Carson City, NV 89710

RE: Historic Preservation Treatment Plan for Southwest Pointe (Phase 1)

Dear Rebecca:

Enclosed is the subject treatment plan from Kautz Environmental Consultants, Inc. If you could excerpt the applicable portions for forwarding to the applicable Indian tribe or agency, it would be appreciated. In accordance with the Truckee Meadows Regional Plan, the proposed mitigation measures must be approved for the project to avoid review as a Project of Regional Significance.

The treatment plan is relevant to the following case description:

**Applicant/Property Owner:** Southwest Pointe Partners/Redfield Land Company

**Request:** Approve a development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The amendment allows the applicant to modify portions of the agreement pertaining to streets, access, drainage, parks and other portions. The total acreage of the project is  $\pm 3,171.6$  acres and it is located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 49-030-12)

Please let us know whether the mitigation measures proposed by this plan appear to be reasonable. If you have any question, please contact Don Young at the letterhead address or by telephone at 328-3620.

Sincerely,

D. Sumner Young, AICP  
Project Planner

Enclosures

DSY(SHPO010)

xc: Applicant (memo only): Southwest Pointe Partners, PO Box 346, Genoa, NV 89411; Brita Tryggvi, CFA, Inc., 1150 Corporate Boulevard, Reno, NV 89502; Robert M. Sader, LTD., 462 Court Street, Reno, NV 89501-1796; Robert R. Kautz, Ph.D., President, Kautz Environmental Consultants, Inc., 1135 Terminal Way, Suite 207, Reno, NV 89502

# KAUTZ ENVIRONMENTAL CONSULTANTS, INC.

1135 Terminal Way, Suite 207, Reno, NV 89502  
Phone (702) 786-1123 Fax (702) 786-1175

May 21, 1996

Mr. Don Young  
Project Planner  
Department of Development Review  
Washoe County  
1001 E. Ninth Street  
PO Box 11130  
Reno, NV 89520-0027

**RECEIVED**

**MAY 22 1996**

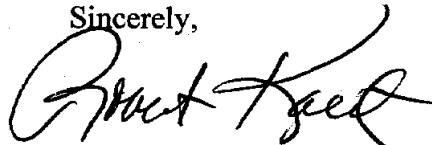
**WASHOE COUNTY  
DEVELOPMENT REVIEW**

Dear Don:

Enclosed, please find the Treatment Plan for cultural resources for the Southwest Pointe Subdivision development on the Mt. Rose fan in southwest Reno. I have sent you a single copy because I know you ask that I send you a copy that you can forward to Ms. Palmer at SHPO for reasons of security.

If you require any further information, please give me a call at any time.

Sincerely,



Robert R. Kautz, Ph.D.  
President

RRK/blk  
A:\LETTERS.WPD

*Phase 1 only  
(see attached)*

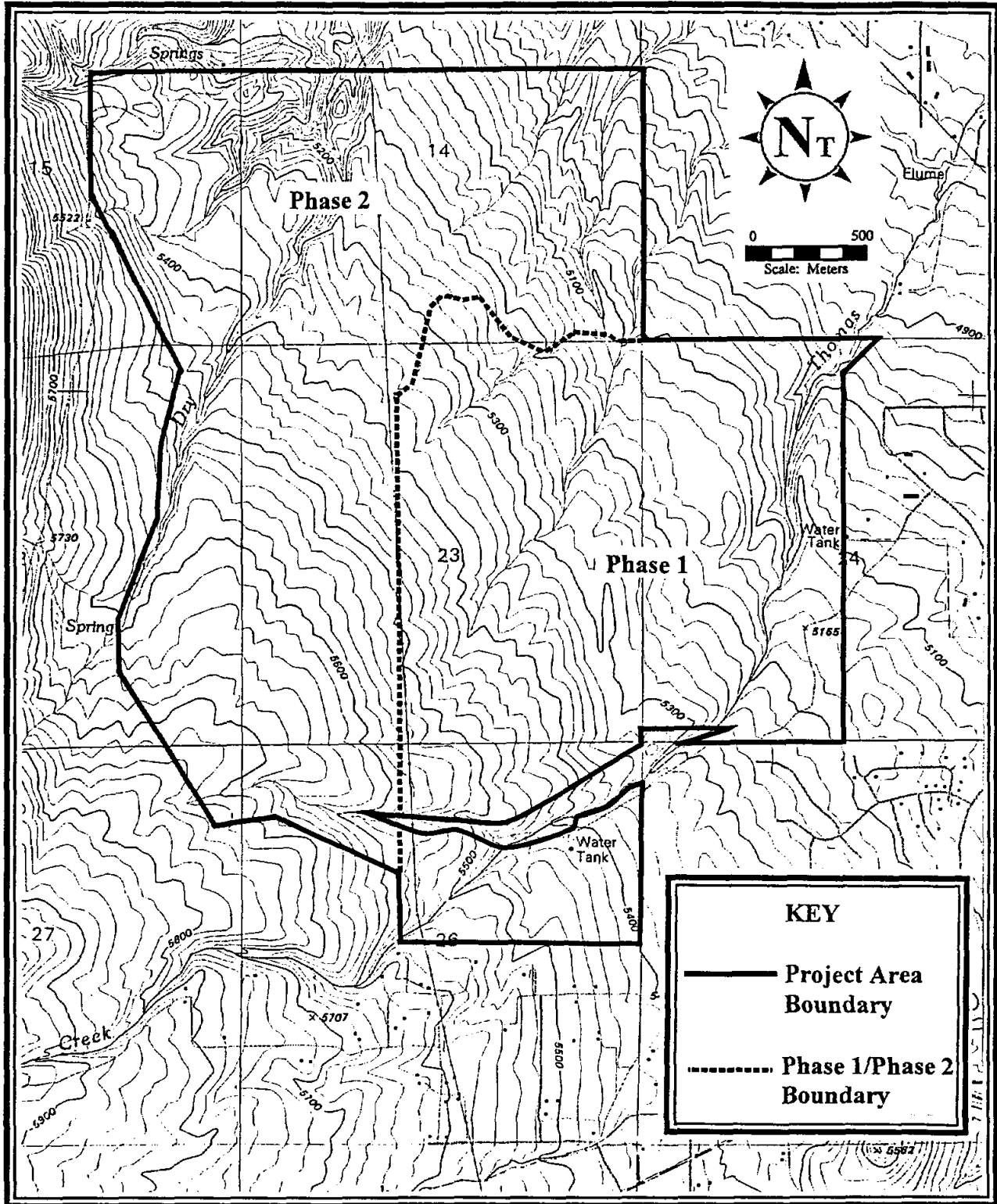


Figure 1.3 Project Block with Phase I and Phase II Demarcated. Base Map, Mt. Rose NE, Nev, USGS 7.5' Topographic Quadrangle (1994). T18N, R19E. Southwest Pointe Subdivision H.P.T.P. Kautz Environmental Consultants, 1996.



# WASHOE COUNTY

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DEPARTMENT OF DEVELOPMENT REVIEW  
Michael A. Harper, AICP, Director  
1001 E. Ninth Street  
P.O. Box 11130  
Reno, NV 89520-0027

Development Review (702) 328-6100  
Business License Div. (702) 328-3733  
FAX (702) 328-6133

## MEMORANDUM

TO: Pauline Reese, Clerk's Office

FROM: Marge Almond

RE: Amendment to DA9-1-93 for Southwest Pointe

DATE: May 23, 1996

---

As discussed, I am enclosing the transmittal and two sets of property labels for the above item to be heard by the BCC on June 11, 1996.

Please call Don Young at 3620 if there are any questions.

Thanks.

/m

encl.

*cc  
Rita Senarou*



# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
PHONE: (702) 328-2041  
FAX: (702) 328-3699

## FAX TRANSMISSION COVER SHEET

DATE: 5/22/96

No. of Pages: 2  
(Counting this page)

TO: CFA, Inc. CC: Bob Sader 329-8591  
 ATTN: Brita Tryggvi Don Young  
 FAX # 856-1160  
 FROM: Kris Klein  
Washoe County Engineering  
 RE: Southwest Pointe

SPECIAL INSTRUCTIONS: Attached are my latest comments on the development agreement. What type of improvements are proposed under Section 4.5(e) "County-owned landscaping improvements"? Is this something the Parks Department has agreed to maintain? The Roads Division will not maintain landscaping improvements in the County right-of-way.

Also, I've reviewed Bob's 5/10/96 letter Re: Compliance with Condition B of the Development Agreement. The letter is acceptable to the Engineering Division.



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- (d) the County-owned potable water system; and
- (e) County-owned landscaping improvements and trails/paths along public streets.

*Is this something to be accepted by Roads Dept. will not maintain landscaping in R.O.W.*

**4.6 Nonpotable Water Agreement.** Any fees, costs and expenses of OWNERS pursuant to an agreement between the parties for the provision of nonpotable water for golf course and common area landscape irrigation shall not be construed as a new fee under subsection 4.4. above.

**4.7 Credits Or Reimbursements Of County Fees.** No successor or assign of OWNERS shall be entitled to a credit or reimbursement of a County Fee or fee imposed pursuant to subsection 4.6 above, unless that successor OWNER obtains an express assignment of the right to the credit or reimbursement from the OWNER who paid for or earned the credit or reimbursement of a County Fee.

**4.8 Parcel Maps.** OWNERS shall be entitled to submit or obtain approval of parcel maps within Project in order to facilitate development, even if said parcel maps create legal parcels within an area of the Project subject to a tentative map, provided that such parcel maps are not used as a subterfuge to create residential lots subject to an approved tentative map. OWNERS shall not be required to dedicate water rights for new parcels created by parcel maps within the Project, if such new parcels are not intended to require potable water service by COUNTY under the provisions of this Agreement.

**4.9 Fire Protection.** Owners agree to transfer and dedicate free of charge to County (or to another government entity of County's choice) prior to the recordation of the first final map a one-acre fire station site located on Whites Creek Lane ~~(west)~~ of the proposed elementary school and east of the Project entrance. The

*? - Was located east of school on school plans. Has the location changed? 11  
east - has been corrected 5/22/96*



# WASHOE COUNTY

"To Protect and To Serve"



## WASHOE COUNTY PLANNING COMMISSION DEPARTMENT OF DEVELOPMENT REVIEW

Michael A. Harper, AICP, Director

Development Review (702) 328-6100

Business License Div. (702) 328-3733

FAX (702) 328-6133

### MEMBERS:

Ann Johnson, Chair

Lynette Preku

L.H. "Buck" Metcalf

Robert C. Oakes

Ed Meagher

Robert Strobel

Alan R. Rock

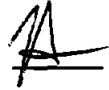
### MEMORANDUM

**TO:** Washoe County Board of County Commissioners

**FROM:** Washoe County Planning Commission

**RE:** Amendment to Development Agreement Case No. DA9-1-93 for Southwest Pointe

**DATE:** May 21, 1996

Initialed By: 

### **GENERAL INFORMATION SUMMARY**

**APPLICANT:** Southwest Pointe Partners/Redfield Land Company

**REQUESTED ACTION:** To amend the development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The amendment allows the applicant to modify portions of the agreement pertaining to streets, access, drainage, parks and other portions. The total acreage of the project is  $\pm 3,171.6$  acres and it is located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 49-030-12)

### **PLANNING COMMISSION ACTION**

At its regular meeting of May 7, 1996, the Washoe County Planning Commission conditionally approved Amendment to Development Agreement Case No. DA9-1-93 (Southwest Pointe):

<b>Ayes:</b>	Johnson, Metcalf, Meagher, Oakes, Preku, Rock, Strobel
<b>Nays:</b>	None
<b>Abstained:</b>	None
<b>Absent:</b>	None

**PLANNING COMMISSION MINUTES**

Don Young reviewed the staff report, dated April 30, 1996, noting the proposed amendment was a request for modifications in three broad categories. Included was changing the layout of the project and golf course; changing the product mix by decreasing the ratio of large lots; and condensing the original conditions which numbered near 300 to less than 200. Some additional changes suggested for the attached conditions were: deleting Condition 13 from the SUP; removing Condition 21 from the Tentative Map and combining it with Condition 12 in the Development Agreement. He also specified a slight language change to Condition 14 in General Conditions and moved a phrase from Condition 23f to Condition 23g. Staff recommended approval of the modifications.

Brita Tryggvi, CFA Engineering, representing the applicant, addressed the planning commission, noting the presence of Mike Mohler, Project Manager for Southwest Pointe and Mitch Baines, head of construction. She advised that during a meeting with Randy Jackson, President of Thomas Creek Homeowners Association, he discussed the residents' concern for the construction haul route. Ms. Tryggvi requested that the condition that addressed the haul route specify that construction is prohibited from using Thomas Creek Road between Zolezzi Lane and Whites Creek Lane. She indicated this had always been the intent of the developer and he was most willing to have it addressed in written form. In response to an earlier question from Commissioner Strobel regarding public access to a gated community, Ms. Tryggvi illustrated on the plan the 8-foot wide paths formed at the perimeter of the project. The paths were multi use, including pedestrian and bicycle traffic. It had been planned to make the trails accessible as part of the public trail system. Ms. Tryggvi illustrated the location of the turn-around area in the vicinity of the guarded gatehouse planned to accommodate persons who missed the entrance to the trails.

Chair Johnson opened the public hearing.

Lyn Mundt, Chair, Southwest Truckee Meadows CAB, advised the applicant had appeared before the CAB at the March and April meetings. The majority of CAB members had approved the amendment application but two concerns remained. The first was public access which was covered under Condition 5d in the Tentative Map. Mr. Young advised this would be addressed by the CC&Rs. The CAB's other concern was the developer's plan to reduce several of the lot sizes from 1 acre to 1/2 acre. Ultimately, the percentage of lots size changes was reduced to 20% fewer 1-acre lots and 20% more 1/2 acre lots, which was considered a reasonable compromise.

There being no other person who wished to address the Commission, the public hearing was closed.

Commissioner Preku moved to conditionally approve DA9-1-93 as recommended by staff with the following changes:

Delete Condition 13 from the Special Use Permit;

Delete Condition 21 from the Tentative Map and add it to Condition 12 in the Development Agreement;

Change the first sentence in Condition 14 of the Tentative Map under Streets and Traffic by replacing "the' conditions" to "these' conditions";

In Condition 23-g of the Tentative Map, add the phrase "; no residential driveway access allowed", following "a minimum 8-foot meandering asphalt path both sides"; and

In Condition 12 in the Development Agreement, add "Construction traffic is prohibited from using Thomas Creek Road between Whites Creek Lane and Zolezzi Lane."

The motion was seconded by Commissioner Metcalf, and passed with a unanimous vote of seven (7) in favor, none (0) opposed, and none (0) absent. The motion was based on the following findings:

1. That requested amendments do not alter the following findings originally made to support this project;
2. That this request conforms to the goals and policies of the adopted Southwest Truckee Meadows Area Plan;
3. That the requested subdivision is consistent with the density provisions and lot size regulations of the Washoe County Development Code;
4. That the requested development agreement is consistent with the provisions of Section 814 of the Washoe County Development Code;
5. The physical design of the project and the manner of design does make adequate provision for public services;
6. The site is particularly suitable for the density and type of residential development proposed;
7. The amount, purpose and location of common open space provided in the proposed project is adequate as related to the proposed density and type of residential development;
8. The proposed maintenance and conservation of common open space is adequate to serve the proposed project;
9. The terms and conditions of this development agreement are sufficient to protect the interests of the public, residents, and the owners of the land subject to the development agreement in the integrity of the plan;
10. The conditions of approval ensure consideration of the items cited in NRS 278.349; and
11. That the Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

**COUNTY COMMISSION OPTIONS**

The Washoe County Board of County Commissioners has the following options and resultant consequences available on Amendment to Development Agreement Case No. DA9-1-93 for Southwest Pointe:

- 1. Approve the request as recommended by the Planning Commission. This would allow the developer to proceed. The next formal step would be submittal of a final Development Agreement for approval by the BCC.
- 2. Approve the request with amendments to address specified concerns. The consequences would be the same as above.
- 3. Defer the request until the developer could provide the information necessary to formulate an action. The consequences would be dependent upon the resultant action.
- 4. Deny the request. The developer would be required to continue with the project as originally approved.

**APPLICABLE REGULATIONS**

Nevada Revised Statutes Chapter 278; Washoe County Code Chapter 110.

DSY/ma (DA193T2)

**Attachments:** Conditions for the Development Agreement, Tentative Maps, and Special Use Permits as amended by the Planning Commission on May 7, 1996; Staff Report dated April 30, 1996 with original conditions; CFA letter dated April 30, 1996.

**xc:** County Clerk; County Manager; Rusty Nash, Deputy D.A.; Judy Ramos, Assessors Office; Engineering Division; Regional Transportation Commission; Truckee Meadows Regional Planning Agency, 1400-A Wedekind Road, Reno, NV 89512; Applicant and Representatives: Southwest Pointe Partners, PO Box 346, Genoa, NV 89411; Brita Tryggvi, AICP, Associate, CFA, Inc., 1150 Corporate Boulevard., Reno, NV 89502, Robert M. Sader, LTD., 462 Court Street, Reno, NV 89501-1796; Southwest Truckee Meadows Citizen Advisory Board.

**CONDITIONS**  
for  
**DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**  
for  
**SOUTHWEST POINTE**

(As amended by the Washoe County Planning Commission on  
May 7, 1996)

**\*\*\* IMPORTANT -- PLEASE READ \*\*\***

**UNLESS OTHERWISE STATED, PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT AGREEMENT, ALL CONDITIONS MUST BE MET. A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.**

GENERAL CONDITIONS

1. Unless specifically stated in the final Development Agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final Development Agreement, the allowed uses, densities, and standards of the land subject to the Development Agreement shall be those in effect at the time the final agreement is approved.
2. The final Development Agreement shall specify any time frames that have been extended beyond those specified by Washoe County Code or Nevada Revised Statutes. The Department of Development Review shall be responsible for determining compliance with this condition.
3. A "statement of compliance" format or formats for both residential and non-residential projects shall be made a part of the final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
4. The developer and all successors shall direct any potential purchaser of the site, or portions thereof (other than individual single-family lots), to meet with the Department of Development Review to review the Development Agreement and the conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Development Review of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.

5. Prior to submittal to the Washoe County Board of County Commissioners, the final Development Agreement shall be reviewed and approved by the Office of the District Attorney of Washoe County.
6. The final Development Agreement will be submitted to the Washoe County Board of County Commissioners within three months of submission of a completed agreement with all accompanying exhibits, provided the Department of Development Review does not delay the submission in order to approve provisions of the agreement to its satisfaction. Extension of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.
7. The developer shall provide the Department of Development Review staff with a quarterly report indicating the number of building permits issued and other building activity, once residential construction has started.
8. The developer shall define a process to ensure that the maintenance and replacement of the streets, parking areas, lighting, landscaping, recreational facilities, utilities, and other private infrastructure shall be performed by the homeowners associations and shall be perpetually funded. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this condition.

#### STREETS AND TRAFFIC

9. A Level of Service C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.
10. The final Development Agreement shall not be approved until the right-of-way (ROW) of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition 21 for tentative maps. An approved and recorded ROW document shall be provided to the County Engineer and the District Attorney's Office.
11. Prior to final approval of the Development Agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Conditions 17 and 19 for tentative maps, from the project site to Wedge Parkway. The County Engineer shall be responsible for determining compliance with this condition.
12. A Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. However, as part of Phase I development, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to approval of any final map or prior to the issuance of the first building permit for the first final map, all construction traffic will be diverted to Whites Creek Lane. No construction traffic will be allowed on Thomas Creek Road between Whites Creek Lane and Zolezzi Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submits a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a. site distance requirements;
- b. left turn storage capacity and design;
- c. intersection location and alignment;
- d. proximity to existing intersections and recommended separate distances;
- e. existing center median and landscaping concerns;
- f. determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g. determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

13. The developer shall provide a schematic pedestrian circulation plan. The Department of Development Review shall be responsible for determining compliance with this condition. The "statement of compliance" shall require that a detailed pedestrian circulation plan will be submitted as part of each tentative map and approved by the Department of Development Review.
14. Unless specifically stated in these conditions of approval or in the final Development Agreement, all public and private street design and construction is to be done in accordance with the Washoe County standards that are in effect at the time the final Development Agreement is recorded. The County Engineer shall be responsible for determining compliance with this condition.
15. Unless otherwise stated in these conditions of approval or in the final Development Agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 be responsible for determining compliance with this condition.



16. All private roadways shall be depicted on the final maps and identified on the tentative map as either private access easements over individual adjacent lots or, if identified as separate parcels, as either common areas with equal fractional ownership by all of the lots within the development or common areas owned by the homeowners association. The County Engineer shall be responsible for determining compliance with this condition.

#### GRADING AND DRAINAGE

17. A general concept-level storm drain master plan shall be submitted to the County Engineer for approval prior to acceptance of the final Development Agreement. The general concept-level storm drain master plan shall address in general terms proposed methods for handling the existing and increased flows for the 10- and 100-year storms including detention and other proposed mitigation measures for both on-site and off-site areas. This master plan shall include a drawing which shows the existing drainage basins within the development and indicate how they may be impacted. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase or approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. The County Engineer shall be responsible for determining compliance with this condition.
18. Detention/retention facilities are to be maintained by a homeowners association and perpetually funded unless Washoe County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County. The County Engineer shall be responsible for determining compliance with this condition.
19. A maintenance plan of all drainage facilities to be owned by the homeowners association shall be provided prior to approval of the conditions, covenants, and restrictions (CC&Rs). All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant and associated Steamboat Ditch conveyance system. The County Engineer shall be responsible for determining compliance with this condition.
20. The off-stream detention/debris basin recommended in the 1990 Kennedy, Jenks, Chilton report shall be reserved based on the following timetable:
  - a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final Development Agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final Development Agreement. If construction is not started by that date, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school or revert to open space.

- d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.
21. The increase in development-caused runoff from the 100-year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained on-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company. The County Engineer shall be responsible for determining compliance with this condition.
22. A geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area. The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
23. The development shall comply with the requirements of the Hillside Ordinance of the Development Code, as applicable. The Department of Development Review shall be responsible for determining compliance with this condition.

#### WATER AND WASTEWATER

24. A schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to a final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.
25. Prior to the approval of the final Development Agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Department. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.
26. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure. The Utility Division shall be responsible for determining compliance with this condition.

#### FIRE PROTECTION

27. If requested by the applicable fire protection agency, a minimum one-acre site for a fire station shall be offered for dedication prior to recordation of the first final map. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements and the results of those discussions, as they relate to the entire project, shall be incorporated into the Development Agreement.

PARKS/RECREATION/OPEN SPACE

28. An open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowners association and provisions be made for perpetual funding for maintenance.

Prior to approval of the final Development Agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres. The Parks and Recreation Department and the Department of Development Review shall be responsible for determining compliance with this condition.

29. The final Development Agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County. The Department of Development Review shall be responsible for determining compliance with this condition.
30. A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan will be included in the final Development Agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final Development Agreement. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.
31. The developer will work with the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

LANDSCAPING/ARCHITECTURAL DESIGN

32. Prior to approval of the final Development Agreement, the developer shall submit a Development Standards Handbook for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition 19.c. for tentative maps. The Department of Development Review shall be responsible for determining compliance with this condition.

**CONDITIONS**  
for  
**TENTATIVE SUBDIVISION MAP CASE NO. \_\_\_\_\_**  
for  
\_\_\_\_\_ **SUBDIVISION**

(As recommended by Department of Development Review and  
attached to Staff Report dated \_\_\_\_\_ )

**\*\*\* IMPORTANT -- PLEASE READ \*\*\***

UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES TO ENSURE COMPLETION OF THE CONDITIONS MUST BE PROVIDED. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES.

A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS BEFORE THE ANTICIPATED DATE OF APPROVAL BY THE PLANNING COMMISSION TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES. NO FINAL MAP WILL BE SCHEDULED FOR A PLANNING COMMISSION MEETING DATE THAT IS LESS THAN SIXTY (60) DAYS FROM THE DATE OF THIS MANDATORY MEETING.

A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP MUST BE SUBMITTED TO THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP. SAID EXPIRATION IS TWO YEARS FROM THE DATE OF APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP BY THE BOARD OF COUNTY COMMISSIONERS OR, WHEN APPLICABLE, BY THE PLANNING COMMISSION.

COMPLIANCE WITH THE DEVELOPMENT AGREEMENT, APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.

GENERAL CONDITIONS

1. The subdivider shall present to the planning commission 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 two (2) years after the date of approval of the tentative map.

Prior to the expiration of a tentative map, the planning commission or, upon appeal, the governing body may grant a two (2) year extension for the presentation of the entire final map or next successive final map. The effective date of the extension shall be two (2) years from the date upon which the map would have expired.

If the subdivider fails to record a final map for any portion of the tentative map or obtain an extension within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

2. Unless specifically stated in the final Development Agreement, final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map or any subsequent extension date. The Department of Development Review shall be responsible for determining compliance with this condition.
3. 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. Substantial compliance shall be determined by the applicable agency and the Department of Development Review.
4. As part of every tentative map and final map application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The "statement of compliance" for the final map shall incorporate a description of how the conditions of approval have been met. The Department of Development Review shall be responsible for determining compliance with this condition.
5. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's Office, County Engineer, and the Department of Development Review prior to final map approval or prior to issuance of a certificate of occupancy for a non-residential use. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. If the CC&Rs are not recorded on the entire property, subsequent phases will be annexed to the previously recorded CC&Rs. Said CC&Rs shall specifically address the ability of the county to enforce certain provisions against the property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum:
  - a. Private roads within the subdivision.
  - b. Equestrian center.
  - c. Staffing of maintenance and security forces.
  - d. Common area landscaping.
  - e. Entrance gates.
  - f. Snow removal and storage areas.

- g. Common area landscaping including along streets or landscaping along Whites Creek Lane.
- h. Fire and fuelbreaks.
- i. Detention basins and the accumulated sediment.
- j. Equestrian/pedestrian trails.
- k. Bicycle and pedestrian paths.
- m. Golf cart crossings.
- n. Off-site residential parking areas.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
  - b. All homes must have a garage with space for a minimum of two cars.
  - c. Specifications on the limitation of turf area for single-family homes.
  - d. Retention of public access to the golf course, bike paths, (i.e., 8-foot meandering paths along minor arterials and some collectors; refer to street sections), public trails, and non-residential uses.
  - e. Notice of requirement to pay future sewer user fees.
  - f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Access to open space for pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
  - l. Minimum defensible space requirements.
  - m. Snow storage areas.
6. Prior to ground-disturbing activity or prior to finalization of any portion of the tentative map, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.
7. 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.
8. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.

9. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
10. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization, mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
11. All soil boring logs must be included as part of the construction drawings. The County Engineer shall be responsible for determining compliance with this condition.
12. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.
13. The developer is to provide written approval from the US Postal Service for the plans for the installation of mail delivery facilities. The system, other than individual mail boxes, must be shown on the project construction plans and installed as part of the on-site improvements. The County Engineer shall be responsible for determining compliance with this condition.
14. The final map shall designate faults, by distance and bearings, that have been active during the Holocene epoch of geological time and 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. The faults have been located by Civil Engineer Registered in Nevada and experienced in Geotechnical Engineering and field surveyed by a Nevada Registered Land Surveyor.

The Department of Development Review shall be responsible for determining compliance with this condition.

15. The Washoe County Planning Commission certificate on the final map shall be approved by the County Engineer and the Department of Development Review.

**STREETS AND TRAFFIC**

16. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.



17. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
18. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
19. The County Engineer shall be responsible for determining compliance with this condition. Prior to the issuance of the 35th building permit, the following roadway improvements shall be constructed:
  - a. The remaining two lanes of Whites Creek Lane from Thomas Creek Road to the project site if warranted by projected traffic demands.
  - b. Two (2) lanes of Whites Creek Lane from Thomas Creek Road to Wedge Parkway with 100 feet of right-of-way. These two lanes will be constructed so that an additional two lanes may be added in the future if warranted by projected traffic volumes.
  - c. Whites Creek Lane will be designed in a manner that minimizes any impacts on the adjacent homes to the north in Fieldcreek Ranch (e.g., fencing, berms, lowering the travel lanes).
20. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.
21. Prior to or upon approval of the CC&Rs, the developer shall have a street maintenance program approved by the County Engineer and the Department of Development Review. Maintenance of private streets shall be performed by the homeowners association and shall be *perpetually funded*.
22. The following roadway sections shall be applicable to the public and private on-site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance, minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.
  - a. Private Common Driveways - Serving 4 or less lots, pavement width 20 feet; serving 5 or more lots, pavement width 22 feet; no parking either side. Curb returns shall have a minimum face of curb radius of 20 feet on local streets and 25 feet on collector streets. Private common driveway locations will be shown on all tentative maps. Private common driveways will line up with proposed street intersections where possible and will comply with street intersection offset requirements. Single lot driveway access will not be allowed onto streets on which the average daily traffic exceeds 2000 trips. (Refer to street sections.)

- b. Rural Private - 60 foot minimum ROW (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
- c. Local Private - 60 foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
- d. Collector Private - 60 foot minimum ROW (500 ADT to 2000 ADT): minimum 24-foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. a minimum 4-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)
- e. Collector Private - 60 foot minimum ROW (2000 ADT to 8000 ADT): minimum 24-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking on either side. A minimum 8-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. No residential driveway access will be allowed. Access for private common driveways will be allowed. (Refer to street sections.)
- f. Collector Private - 120 foot minimum ROW collector street (up to 9600 ADT): A minimum 27-foot center median from curb face to curb face, 19-foot pavement width on either side of the median; curb and gutter on both sides or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side except during special events; a minimum 8-foot meandering asphalt path both sides; no residential driveway access allowed. (Refer to street sections.)
- g. Minor Arterial, Private - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27-foot center median from curb face to curb face, 24-foot pavement width on either side of the median; County Engineer-approved concrete header with roadside ditch; no parking either side; a minimum 8-foot meandering asphalt path both sides; no residential driveway access allowed. A gate may be installed at the point where Whites Creek Lane becomes a private road. (Refer to street sections.)
- h. Minor Arterial, Public - 120-foot minimum ROW (more than 10,800 ADT): A minimum 27-foot center median from curb face to curb face, 29.5-foot roadway section on either side of the median; curb and gutter on both sides; a minimum 6-foot concrete sidewalk on both sides; no residential driveway access is allowed. (Refer to street sections.) A gate may be installed at the point where Whites Creek Lane becomes a private road. A public turn-around is required on the public side of the gate.

23. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards. The County Engineer shall be responsible for determining compliance with this condition.
24. Construction near fault lines shall be as follows:
  - a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
  - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.

The County Engineer shall be responsible for determining compliance with this condition.

25. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement. The County Engineer shall be responsible for determining compliance with this condition.
26. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this part of the condition. Maintenance of median landscaping shall be by the homeowners association as provided for in a separate maintenance agreement to be approved by the County Engineer and the District Attorney's Office prior to approval of the CC&Rs.
27. Temporary county standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street. The County Engineer shall be responsible for determining compliance with this condition.
28. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 1,500 feet. These roads shall have a 30-foot access easement with a minimum 20-foot width and 2.5 inches of asphalt concrete pavement on an engineered gravel base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only". The County Engineer and the applicable fire protection agency shall be responsible for determining compliance with this condition.
29. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately-maintained streets. The County Engineer shall be responsible for determining compliance with this condition.
30. Meandering asphalt paths will be acceptable provided that:
  - a. Pedestrian easements are included for portions of the paths located outside the county right-of-way.
  - b. Landscaping between the back of the curb and the path shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer shall be responsible for determining compliance with the provisions of this condition.

- c. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the homeowners association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior to approval of the final Development Agreement.
31. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
32. Street lights shall be installed at major intersections. The County Engineer shall be responsible for determining compliance with this condition.
33. No at-grade golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.
34. Off-site parking areas shall be provided within 500 feet of homes that have lots ranging in size between 12,000 square feet and one-half acre. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map(s). The Department of Development Review shall be responsible for determining compliance with this condition.
35. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved by the County Engineer and constructed as approved.
36. Regulatory signs must be installed at the juncture of all public streets with a private street and at intersections along the primary loop road. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards. The County Engineer shall be responsible for determining compliance with this condition.
37. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

#### DRAINAGE AND GRADING

38. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.

39. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and approved by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.
40. A maintenance plan of all drainage facilities, to be owned by the homeowners association, shall be provided prior to approval of the CC&Rs. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant, and associated Steamboat Ditch conveyance system. All runoff from improved areas which runs into the Steamboat Ditch shall be pre-treated for silt and petrochemicals and shall be routed through a "wet" detention facility or approved alternative. The Utility Division and the Department of Development Review shall be responsible for determining compliance with this condition.
41. The 100-year floodplain boundaries and flood elevations shall appear on each final map. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted or until conformance with Washoe County flood construction standards is determined by the County Engineer. The County Engineer shall be responsible for determining compliance with this condition.
42. Prior to approval of the final map, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection. If required, point discharge permit for each proposed detention pond will be obtained from the Nevada Division of Environmental Protection and copy shall be submitted to the County Engineer.
43. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.

44. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the US Army Corps of Engineers and the approval letter provided to the Department of Development Review.
45. Prior to issuance of a grading permit for the golf course or approval of a final map, the developer shall obtain from the Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
46. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
47. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.
48. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.  
  
The developer shall contact the Division of Water Resources, State of Nevada, to determine whether the proposed flood detention facilities will require permits. If required, copies shall be submitted to the County Engineer.
49. Prior to the approval of a grading permit or approval of a final map, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.
50. Prior to approval of the first final map, an erosion control and soil stabilization plan and a grading plan shall be approved by the Washoe-Storey Conservation District. A copy of the approval shall be submitted to the District Health Department, Department of Development Review, and County Engineer.
51. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided from any structures. The Department of Development Review shall be responsible for determining compliance with this condition.

52. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100-year flows and lined. The County Engineer shall be responsible for determining compliance with this condition.

**WATER AND WASTEWATER**

53. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
54. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
55. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
56. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
57. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
59. The Nevada Division of Environmental Protection must submit a letter to the District Health Department certifying their approval of the final map.
60. The developer shall deposit with the Utility Division the sum of \$50.00 per lot prior to recordation of all or part of the final map. This fee shall represent the prorated share of the completed water and wastewater facilities plan for the South Truckee Meadows for this development.
61. In accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
62. All minor infrastructure for potable water distribution shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.

63. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
64. Prior to final map approval, a letter of approval from the Division of Water Resources for the water rights serving this proposal must be submitted. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource. The Utility Division shall be responsible for determining compliance with this condition.
65. Before approval of the final map will be considered, a letter from the water purveyor committing adequate water service to this proposal must be submitted to the District Health Department. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.
66. Prior to the approval of a final map by the District Health Department, the production wells that will serve any phase of this development must be constructed, pump tested and sampled to ensure the proposed water system has sufficient quality and quantity.
67. Water quality results from a state-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
68. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.
69. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
70. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
71. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.



72. The tentative maps shall show the maintenance roads for the existing and proposed water tanks. The location of these roads shall be mutually agreeable to the Department of Public Works and the developer.
73. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters. The Department of Development Review shall be responsible for determining compliance with this condition.
74. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, no grading permit shall be issued prior to District Health Department approval of the referenced final map. This condition does not apply to the construction of production wells required in Condition 68.

The developer may seek relief from the District Board of Health for this requirement or may choose to create a separate parcel for the first 18-hole golf course.

75. The Department of Development Review shall be responsible for determining compliance with this condition. The final map shall contain the following note:

**NOTE**

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by Washoe County.

76. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
77. All minor infrastructure for sewer collection shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division.
78. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.
79. All sewer hookup fees for the area within the final map will be paid to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
80. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines. The Utility Division shall be responsible for determining compliance with this condition.

81. Proper easements shall be shown for off-site sewage and drainage systems. The Utility Division and the County Engineer shall be responsible for determining compliance with this condition.
82. Prior to final map approval, a letter, which can be a will-serve letter, from the Utility Division committing sewer service, must be submitted to the District Health Department. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.

#### FIRE PROTECTION

83. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the approval of a final map.
84. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.

#### OTHER

85. A minimum 25-foot landscape buffer shall be installed between the homes and the collector and the arterial streets. The homeowners association shall be required to perpetually maintain these areas. The Department of Development Review shall be responsible for determining compliance with this condition.
86. Prior to acceptance of the first final map, the telephone easement Doc. No. 415899, which runs through the middle of many lots, shall be realigned with appropriate abandonment and relocation easements, or the proposed lots realigned. The County Engineer shall be responsible for determining compliance with this condition.

**CONDITIONS  
FOR  
SPECIAL USE PERMIT CASE NO. \_\_\_\_\_**

(As recommended by Department of Development Review and  
attached to Staff Report dated \_\_\_\_\_ )

**UNLESS OTHERWISE SPECIFIED, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES MUST BE PROVIDED TO SATISFY THE CONDITIONS PRIOR TO SUBMITTAL FOR A BUILDING PERMIT. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES. ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL HAVE A COPY FILED WITH THE COUNTY ENGINEER AND THE DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE CONDITIONS OF THIS SPECIAL USE PERMIT IS THE RESPONSIBILITY OF THE DEVELOPER, HIS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST. FAILURE TO COMPLY WITH ANY CONDITIONS IMPOSED IN THE ISSUANCE OF THE SPECIAL USE PERMIT MAY RESULT IN THE INSTITUTION OF REVOCATION PROCEDURES.**

**WASHOE COUNTY RESERVES THE RIGHT TO REVIEW AND REVISE THE CONDITIONS OF THIS APPROVAL SHOULD THEY DETERMINE THAT A SUBSEQUENT LICENSE OR PERMIT ISSUED BY WASHOE COUNTY VIOLATES THE INTENT OF THIS APPROVAL.**

GENERAL CONDITIONS

1. As part of every special use permit application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
2. Prior to ground-disturbing activity, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.

3. 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.

4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
5. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.
6. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.
7. An animal waste management plan shall be prepared prior to the issuance of any building permit for a facility that might require such a plan. The plan must document how the migration of bacteria, nutrients, and other animal waste by-products to surface and ground waters will be prevented. The Department of Development Review shall be responsible for determining compliance with this condition.

STREETS AND TRAFFIC

8. All street construction shall comply, at a minimum, with the requirements for a subdivision within this project. The County Engineer shall be responsible for determining compliance with this condition.
9. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.
10. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.

11. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
12. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards. The applicable fire protection agency shall be responsible for determining compliance with this condition.
13. Construction near fault lines shall be as follows:
  - a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
  - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.

The County Engineer shall be responsible for determining compliance with this condition.

14. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
15. No at-grade golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.

#### GRADING AND DRAINAGE

16. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.

17. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the developer shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed-upon locations. The easement shall be submitted with the plans for the final golf course improvements. The County Engineer shall be responsible for determining compliance with this condition.

18. Prior to the approval of a grading permit, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.
19. For all projects larger than 5 acres, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection and submit a copy to the County Engineer prior to ground-disturbing activity.
20. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.
21. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.
22. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.

23. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.
24. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
25. Prior to issuance of a grading permit for the golf course or approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
26. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.
27. Prior to the issuance of a grading permit for the golf course, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A surface and ground water sampling program shall be implemented to demonstrate that migration is not occurring and commits to modifying practices in the event that any of the above materials are detected. The Department of Development Review shall be responsible for determining compliance with this condition.

#### WATER AND WASTEWATER

28. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
29. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
30. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
31. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
32. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.

33. If required and in accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
34. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
35. Water quality results from a State of Nevada-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
36. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.
37. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
38. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
39. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
40. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.



41. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.

#### FIRE PROTECTION

42. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed prior to the introduction of any combustible materials to the site. The fire protection agency shall be responsible for determining compliance with this condition.
43. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.

#### LANDSCAPING

44. Detailed landscaping and irrigation plans for the village commercial center, club house, golf course, golf driving range, equestrian center, or other non-residential uses requiring special use permit review shall be submitted prior to the issuance of a building permit for the particular use.
45. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200(e) of the Uniform Building Code Section 7011 amended. The Department of Development Review shall be responsible for determining compliance with this condition.



# WASHOE COUNTY

"To Protect and To Serve"



1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE: (702) 328-3600  
FAX #: (702) 328-3648

DEPARTMENT OF COMPREHENSIVE PLANNING

May 29, 1996

Mr. Mike Mohler  
Southwest Pointe Partners  
P.O. Box 346  
Genoa, Nevada 89411

Subject: Water Quality Management Plan for Southwest Pointe Golf Course

Dear Mr. Mohler:

Staff has reviewed the above mentioned water quality management plan and accept the plan as meeting the intent of condition 61 of the Washoe County's conditions of approval for the Southwest Pointe Golf Course.

If there are any questions or further information needed please do not hesitate to call my office.

Sincerely,

Leonard E. Crowe Jr.  
Acting Flood Control Manager

cc: Mike Harper, WCDDR  
Brett Freeborn, Kleinfelder

5/28/96

PER discussion with Brett Freeborn  
will add flow measurement on Dry Creek  
when flowing & wq sample taken



BOB MILLER  
Governor

STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

**DIVISION OF WILDLIFE**

1100 Valley Road  
P.O. Box 10678  
Reno, Nevada 89520-0022  
(702) 688-1500 • Fax (702) 688-1595

PETER G. MORROS  
Director  
Department of Conservation  
and Natural Resources

WILLIAM A. MOLINI  
Administrator

Nevada Division of Wildlife  
Region 1 Ph 423-9171  
380 West B Street  
Fallon, Nevada 89406

May 1, 1996

Mr. D. Sumner Young  
Washoe County Department of Development Review  
P.O. Box 11130  
Reno, Nevada 89529-0027

RE: Montréaux Fencing Plan

Dear Don:

We will be unable to send a representative to the Design Review Committee meeting on May 9th. It is our understanding that the Montréaux Subdivision's fencing plan will be one of the issues discussed at this meeting. We have met with Mr. Jeffrey Codega regarding this subject. We have had the opportunity to review the fencing plan in a map dated March 25, 1996.

To re-iterate earlier comments relative to the Montréaux project, we want all parties to understand that some deer and other wildlife will be attracted to the property. Deer and other wildlife will cause problems for the residents.

The perimeter fence has eleven locations where specifications are delineated as a 42" maximum height with regular intervals of 18" gaps between ground and bottom rail. This design is easier for mule deer to negotiate, thus facilitates ingress/egress through the Montréaux property. The ground-level gaps also allow fawns to pass through. We recommend that another 42" section be placed in the southwest corner of the "Galena Trail/West Edge" fence in the vicinity of the Gletscher Circle cul-de-sac.

Disturbed deer will run along the taller fence until they see the lower barrier. Individual lot fences would impede the deers' ability to run along the perimeter until encountering one of these breaches. We therefor recommend against lot fences around the property perimeter. Conflicts will arise as homeowners are faced with the fact that deer will eat their ornamental plants and gardens. A ban on lot fencing would eliminate one method to deal with deer depredation for these lot owners. We suggest that the developers so inform the potential buyers.

Mr. D. Sumner Young  
May 1, 1996  
Page 2

We understand that fencing codes specify that the width between pickets be no greater than four inches. There is a possibility that some fawns may become entrapped within the pickets, particularly if they are panicked.

The six foot high fence on either side of the Jones Creek Trail may present a problem to deer as well. Adult deer can clear such a fence under certain circumstances. However, should deer enter the trail corridor and encounter hikers and/or dogs, they may become frightened and injure themselves against the tall obstacle.

Deer mortalities will probably be few due to the fact that the area's population has been decimated as a result of habitat fragmentation in recent years. Consequently, individual losses will not be significant from a population management perspective. However, individual losses will create a public relations liability for our three parties.

Obviously, the best strategy for mule deer is the one our agency has consistently espoused - no development. However, economic and political realities often prevail over wildlife's best interests. Although security and demarkation are the principle purposes of Montréaux's fencing plan, the design offers some consolation by allowing free movement of deer and other wildlife.

If you have any questions, please feel free to contact supervising habitat biologist, Craig Mortimore at 423-3171.

Sincerely,

WILLIAM A. MOLINI, ADMINISTRATOR

*Michael D. Lerm (acting)*

Richard T. Heap, Jr.  
Regional Manager  
Region I

CM

CC: Habitat, Reno  
1231 Position  
Jeff Codegá/Barbara Santner



# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

April 30, 1996

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
PHONE: (702) 328-2041  
FAX: (702) 328-3699

TO: Don Young, Department of Development Review  
FROM: Kristine R. Klein, Engineering Division  
SUBJECT: Amendment to Southwest Pointe Development Agreement Case No. DA9-1-93

Condition 29 should be revised as follows:

29. Construction near faultlines shall be as follows:
- a. Building for human occupancy shall be setback from the centerline of fault traces. Setback distances shall be determined by a Geotechnical Investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the faultline.
  - b. Road construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (i.e., flexible joint connections for utilities) shall be complied with.

  
\_\_\_\_\_  
KRISTINE R. KLEIN, P.E.  
Registered Engineer

KRK/vp  
cc: Bryan Sprague, CFA, Inc.



# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF DEVELOPMENT REVIEW  
Michael A. Harper, AICP, Director  
1001 E. Ninth Street  
P.O. Box 11130  
Reno, NV 89520-0027

Development Review (702) 328-6100  
Business License Div. (702) 328-3733  
FAX (702) 328-6133

April 24, 1996

State Historic Preservation Office  
Department of Museums, Library and Arts  
Capitol Complex  
100 Stewart Street  
Carson City, NV 89710

RE: Archaeological/Historical Survey for Southwest Pointe  
(Development Agreement Case No. DA1-1-93)

Dear Mr. James:

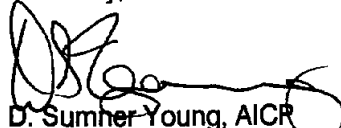
In accordance with your earlier request that Washoe County, rather than the applicant or consultant, begin forwarding requested surveys to your office, please find enclosed the Cultural Resources Inventory from Kautz Environmental Consultants, Inc. Your office had requested the referenced survey upon receiving the following case description from our agency:

Applicant/Property Owner: Dingman Investments/Redfield Land Trust

Request (as presented in 1993): To develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The total acreage of the project is  $\pm 3,171.6$  acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 41-030-12)

Please let us know within six weeks from the date of this letter whether the enclosed survey has been found to be acceptable or not. After that time, Washoe County will assume no response to be an acceptance of the survey and with the understanding that permits may be issued. If you have any question, please contact Don Young at the letterhead address or by telephone at 328-3620.

Sincerely,

  
D. Sumner Young, AICP  
Project Planner

Enclosures

DSY(SHPO009)

xc: Applicant and consultant (memo only): Southwest Pointe Partners, PO Box 346, Genoa, NV 89411; Brita Tryggvi, CFA, Inc., 1150 Corporate Boulevard, Reno, NV 89502 856-1150 FAX 856-1160; Robert M. Sader, LTD., 462 Court Street, Reno, NV 89501-1796 329-8310 FAX 329-8591



# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
PHONE: (702) 328-2041  
FAX: (702) 328-3699

April 19, 1996

TO: Don Young, Department of Development Review  
FROM: Kristine R. Klein, Engineering Division  
SUBJECT: Amendment to Southwest Pointe Development Agreement Case No. DA9-1-93

I have revised the recommendations regarding Condition 26a in my April 10, 1996, memo. Condition 26a should read as follows:

Private Common Driveways - Serving 4 or less lots, pavement width 20 feet; serving 5 or more lots, pavement width 22 feet; no parking either side. Curb returns shall have a minimum face of curb radius of 20 on local streets and 25 feet on collector streets. Private common driveway locations will be shown on all tentative maps. Private common driveways will line up with proposed street intersections where possible and will comply with street intersection offset requirements. Single lot driveway access will not be allowed onto streets on which the average daily traffic exceeds 2000.

KRISTINE R. KLEIN, P.E.  
Registered Engineer

KRK/vp  
cc: Bryan Sprague, CFA, Inc.



# WASHOE COUNTY

*"To Protect and To Serve"*



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

April 19, 1996

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
PHONE: (702) 328-2041  
FAX: (702) 328-3699

Bryan Sprague, Vice President  
CFA, Inc.  
1150 Corporate Boulevard  
Reno, Nevada 89502

RE: Southwest Pointe Development Agreement Amended Condition 29

Dear Bryan:

We have reviewed your proposed revision, submitted on April 17, 1996, to Condition 29 of the Southwest Pointe Development Agreement. Part a. of the condition is acceptable with the addition that the Civil Engineer be experienced in geotechnical engineering. We have rewritten part b. such that it requires input from an engineer prior to revising any fault setbacks. Acceptable wording to Condition 29 is as follows:

29. Setbacks from faultlines shall be as follows:

a. Building for human occupancy shall be setback from the centerline of fault traces. Setback distances shall be determined by a Geotechnical Investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the faultline.

b. Roadway setbacks from faults for a portion of the site have been specified in reports by Harding Lawson dated August 16, 1993, and November 18, 1993. Any changes to the roadway setbacks must be substantiated by a written report from Harding Lawson or another Nevada Registered Civil Engineer experienced in geotechnical engineering and shall be approved by the County Engineer. Roadway setbacks from faults on the remaining portions of the site must be evaluated by a new Geotechnical Investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering.

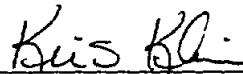


RE: Southwest Pointe Development Agreement Amended Condition 29  
April 19, 1996  
Page Two

I will be out of the office the week of April 22. Please contact David Price during this time with any questions or comments you have regarding the fault setbacks.

Sincerely,

DAVID T. PRICE, P.E.  
County Engineer



---

KRISTINE R. KLEIN, P.E.  
Registered Engineer

KRK/vp

cc: David T. Price, County Engineer

Don Young, Department of Development Review ✓

4/30/96  
 Post-It™ brand fax transmittal memo 7671 # of pages > 1

To	Bryan Sprague	From	Kris Klein
Co.	CFA	Co.	Washoe Co. Engineering and To Serve"
Dept.		Phone #	328-2041
Fax #	856-1160	Fax #	

WASHOE COUNTY



1001 E. NINTH STREET  
 POST OFFICE BOX 11130  
 RENO, NEVADA 89520  
 PHONE: (702) 328-2041  
 FAX: (702) 328-3699

ENGINEERING DIVISION

April 19, 1996

Don,  
 Wording for S.W. Pointe  
 Condition 29. I'll get  
 Bryan Sprague, Vice President  
 CFA, Inc.  
 1150 Corporate Boulevard  
 Reno, Nevada 89502  
 to you. Kris

Bryan,  
 How does the attached wording  
 sound? Please review & get back  
 to me today, so I can get  
 this in to Don Young. Thanks.  
 Kris

an  
 official  
 memo

RE: Southwest Pointe Development Agreement Amended Condition 29

4/30/96 - Phone msg. from  
 Bryan. Rewording is OK

Dear Bryan:

We have reviewed your proposed revision, submitted on April 17, 1996, to Condition 29 of the Southwest Pointe Development Agreement. Part a. of the condition is acceptable with the addition that the Civil Engineer be experienced in geotechnical engineering. We have rewritten part b. such that it requires input from an engineer prior to revising any fault setbacks. Acceptable wording to Condition 29 is as follows:

29. <sup>Construction near</sup> ~~Setbacks from~~ faultlines shall be as follows:

a. Building for human occupancy shall be setback from the centerline of fault traces. Setback distances shall be determined by a Geotechnical Investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the faultline.

~~b. Roadway setbacks from faults for a portion of the site have been specified in reports by Harding Lawson dated August 16, 1993, and November 18, 1993. Any changes to the roadway setbacks must be substantiated by a written report from Harding Lawson or another Nevada Registered Civil Engineer experienced in geotechnical engineering and shall be approved by the County Engineer. Roadway setbacks from faults on the remaining portions of the site must be evaluated by a new Geotechnical Investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering.~~

b. Roadway construction in fault zones and ~~along~~ along fault traces shall ~~comply with the recommendations~~ be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any <sup>recommended</sup> special construction requirements (i.e. flexible joint connections for utilities) shall be complied with.



# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

April 10, 1996

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
PHONE: (702) 328-2041  
FAX: (702) 328-3699

TO: Don Young, Department of Development Review  
FROM: Kristine R. Klein, Engineering Division  
SUBJECT: Amendment to Southwest Pointe Development Agreement Case No.  
DA9-1-93

The following comments and recommendations are based on a review of the amended General, Traffic and Drainage Conditions and the proposed reorganization of these conditions, submitted by CFA, Inc.

## AMENDED CONDITIONS

Condition 20 should be revised such that the Special Assessment District is only responsible for the roadway costs associated with a standard County street section. Any costs due to items upgraded above County standards (increased right-of-way width, landscaping, etc.) by Southwest Pointe shall be the responsibility of the Southwest Pointe developer.

The requirement in Condition 21, that all construction traffic use Whites Creek Lane from Wedge Parkway, should be tied to the 35th building permit, not the 85th building permit, in accordance with the original Conditions of Approval.

The following revisions and clarifications refer to proposed sections a, b, e, f, g and h of Condition 26.

- a. The plan of the private common driveway street section should be revised to show the appropriate face of curb return radii of 20 feet on local streets and 25 feet on collector streets. Acceleration/deceleration tapers shall be provided if the private common driveway intersects a collector with more than 2000 ADT.
- b. The reference to the original 41 foot right-of-way should be deleted.
- e. If private common driveways will access this street section, the condition should be clarified to allow access from private common driveways, but not individual residential driveways.

SUBJECT: Amendment to Southwest Pointe Development Agreement Case No.  
DA9-1-93

April 10, 1996

Page Two

- f. A 19 foot pavement width on either side of the median is required in the vicinity of the clubhouse, or special event parking management must be adequately addressed.
- g. The "24 foot roadway section" should be revised to a "24 foot pavement width". "No residential driveway access allowed" should be added to the condition.
- h. "No residential driveway access allowed" should be added to the condition. The median width and right-of-way width for this street section has been revised since the Special Use Permit for the Southwest Pointe Elementary School was approved. The developer shall provide an agreement from the School District stating that they will match the Whites Creek Lane public street section proposed by Southwest Pointe.

The sign lettering in Condition 43 ("PRIVATE STREET NOT MAINTAINED BY WASHOE COUNTY") shall be in upper case letters.

REORGANIZATION OF DEVELOPMENT AGREEMENT CONDITIONS

The final development agreement is required to address maintenance of the parking areas, lighting, landscaping, infrastructure, utilities and recreational facilities. All conditions that deal with maintenance responsibilities and maintenance programs should remain under the Development Agreement Conditions. Conditions relating to issues that will be addressed in the Development Agreement, such as final map recording time frames and street sections, should also remain under the Development Agreement Conditions. It is recommended that the following conditions stay under the Development Agreement Conditions:

Development Agreement General Conditions

X 4. CC&Rs

Development Agreement Phasing

13. Final Map Recording Time Frames

Development Agreement Traffic

X 22. Street Maintenance Program

SUBJECT: Amendment to Southwest Pointe Development Agreement Case No.  
DA9-1-93

April 10, 1996

Page Three

- 26. Street Sections
- X 27. Median Landscaping Maintenance
- X 28. Asphalt Path Maintenance
  
- Development Agreement Drainage
- X 49. Drainage Facilities Maintenance

Conditions 27, 28 and 49 above deal with maintenance and design issues. Although the maintenance portion of these conditions should remain under the Development Agreement Conditions, the design portion could be moved to the Tentative Map Conditions.

#### REORGANIZATION OF TENTATIVE MAP CONDITIONS

The original Tentative Map Condition 6, regarding the structural section for an 80 foot public right-of-way, should be included in the reorganized Tentative Map Conditions, and it should be revised to apply to all 120 foot (public or private) rights-of-way.

The second sentence of the original Final Map Drainage Condition 37 should be incorporated into Final Map Drainage Condition 38. The remainder to the original Condition 37 is already covered in Condition 38.

The second paragraph of the Development Agreement Drainage Condition 50, as retyped by CFA, Inc., under Tentative Map Conditions, is not part of the original condition and should be deleted.

#### REORGANIZATION OF SPECIAL USE PERMIT CONDITIONS

The second paragraph of the Development Agreement Drainage Condition 50, as retyped by CFA, Inc., under Special Use Permit Conditions, is not part of the original condition and should be deleted.

A condition should be added to the Special Use Permit Conditions that states: "All street construction shall be in compliance with the applicable tentative map conditions."

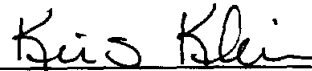
A condition should be added to the Special Use Permit Conditions that states: "For all projects larger than 5 acres, the

SUBJECT: Amendment to Southwest Pointe Development Agreement Case No.  
DA9-1-93

April 10, 1996

Page Four

developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection, and a copy of said permit shall be submitted to the County Engineer prior to construction."



---

KRISTINE R. KLEIN, P.E.  
Registered Engineer

KRK/vp

cc: Brita Tryggvi, CFA, Inc.

Date: Wed 4-03-1996 8:48

Name: Means, Roger

Company: WCSD

Phone: 348-0376

Status: Please Call

Message: They are OK with SW Pointe's new street sections. 0840 4/2/96

Date: 1-Apr-96 11:17  
From: KKLEIN @WASHOE (Klein, Kris)  
To: DYOUNG  
Subject: SOUTHWEST POINTE AMENDED CONDITIONS

Have you recieved Brita's final version of the proposed amended conditions?  
I'd like to review them before I provide comments to you. I believe you  
said they were deferred til the 5/7 P.C. Meeting. When are my comments  
due?

Kris Klein  
Engineering



Bob?  
DY

# Regional Transportation Commission

600 Sutro Street ♦ P.O. Box 30002 ♦ Reno, Nevada 89520-3002 ♦ FAX 348-0450 ♦ Phone 702-348-0480

James M. Shaw, Chairman  
Tom Herndon, Vice Chairman

John R. Mayer, Commissioner  
Judy Pruett, Commissioner

Grant D. Sims, Commissioner  
Celia G. Kupersmith, Executive Director

March 22, 1996

Mr. Mike Harper, Director  
Washoe Co. Dept. of Development Review  
P.O. Box 11130  
Reno, NV 89520-0027

RECEIVED  
MAR 25 1996  
COMMUNITY DEVELOPMENT  
DEPARTMENT

FR: Chrono/SH 83-96

**SUBJECT: AMENDMENT TO DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**

Dear Mike:

We received no materials to review regarding the subject application. Based on descriptions included in the memo to reviewing agencies, staff has the following recommendation:

RECOMMENDATION:

Due to limited capacity on Zolezzi Lane, direct access to the subject project should be provided by the future White's Creek Arterial. Access to Zolezzi should only be permitted for emergency or temporary purposes.

DISCUSSION:

Zolezzi Lane is designated a collector in the Area Plan for the Southwest Truckee Meadows (SWTM). With its current designation, Zolezzi Lane will not accommodate traffic from the subject project and function within adopted levels of services. Previous analysis has concluded that direct access from the subject project may require that Zolezzi Lane be upgraded to a four-lane arterial in the SWTM Area Plan.

Thank you for the opportunity to review the above application. Please feel free to contact Joe Sikorski of my staff at 348-0480 if you have any questions or comments.

Sincerely,

Jack Lorbeer  
Principal Planner

JML/JMS/dsc

cc: James Shaw, Commissioner  
Grant Sims, Commissioner  
Derek Morse  
Richard Nelson  
David Price

/3460396.836

Date: 7-Mar-96 09:39  
From: KKLEIN @WASHOE (Klein, Kris)  
To: DYOUNG  
Subject: SOUTHWEST POINTE DEVELOPMENT AGREEMENT

Don,  
Engineering did not get a copy of the amended conditions to review, and Mike B. said there wasn't a packet to distribute. Does Engineering need to comment for this month's agency review? Were the only Engineering conditions being amended the Traffic items we have already addressed?  
Kris



STATE OF NEVADA

NEVADA DIVISION OF FORESTRY

WESTERN REGIONAL PREVENTION BUREAU



RICHARD M. RIOLO

Captain

Fire Prevention

RECEIVED

MAR 05 1996

WASHOE COUNTY  
DEVELOPMENT REVIEW

ROBERT ASHWORTH  
Western Regional Forester

SIERRA / STOREY FIRE PROTECTION DISTRICT

855 Eastlake Boulevard  
Carson City, Nevada 89704-9167

(702) 849-2376 • Fax (702) 849-2391

March 4, 1996

Washoe County  
Department of Development Review  
ATTN: Don Young  
1001 E/9th Street  
P.O.Box 11130  
Reno, Nevada 89520

Re: DA9-1-93 ( Southwest Pointe )

The Sierra Fire Protection District Prevention Bureau has reviewed the request to amend portions of their agreement. The changes would have to meet the intent of the fire codes and our conditions of approval for the development. Street and access changes would need to be reviewed.

Please advise if further information is received in your office on what kind of modifications are planned.

R.M. (Rich) Riolo  
Captain F.P.O.

1 When Recorded Return To:

2015141

2 ROBERT M. SADER  
3 462 Court Street  
4 Reno, Nevada 89501

5 **MEMORANDUM OF FINAL DEVELOPMENT AGREEMENT**

6  
7 A certain Final Development Agreement of even date herewith has been  
8 entered by and between **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.**  
9 **BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The  
10 Nell J. Redfield Trust and **SOUTHWEST POINTE PARTNERS**, a Nevada general  
11 partnership, (collectively referred to as "OWNERS"); and the **COUNTY OF WASHOE**,  
12 a political subdivision of the State of Nevada ("County"). The real property subject to  
13 this Agreement is described on Exhibit "A", attached hereto and incorporated herein.  
14 The Agreement creates rights and obligations between the parties regarding  
15 development of Exhibit "A". These rights and obligations are intended to be  
16 covenants and conditions which run with the land and bind successors, heirs and  
17 assigns of the parties. All provisions of the Final Development Agreement are  
18 incorporated herein by reference as if fully set forth. The Final Development  
19 Agreement expires fifteen (15) years from the date of its execution.  
20  
21

22 A copy of the Final Development Agreement and all documents associated  
23 therewith is available by contacting the Washoe County Community Development  
24 Department regarding Case No. DA9-1-93 at 1001 East Ninth Street, Post Office Box  
25 11130, Reno, Nevada, 89520, (702) 328-6100.  
26

27 C:\WP60\SWPOINTEMEMAGREE  
July 8, 1996

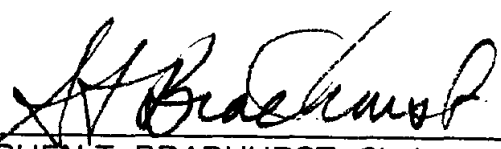
**EXHIBIT "M"**

28

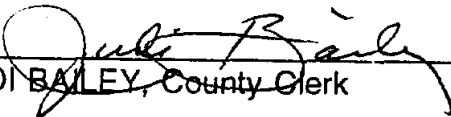
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In Witness Whereof, the parties have executed this Memorandum of Final Development Agreement on this 23<sup>rd</sup> day of July, 1996.

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

By:   
STEPHEN T. BRADHURST, Chairman

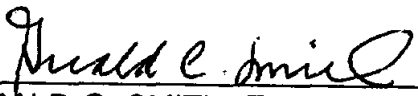
**ATTEST:**

By:   
JUDI BAILEY, County Clerk

**SOUTHWEST POINTE PARTNERS, a Nevada general partnership**

By: \_\_\_\_\_  
JEFFEREY E. DINGMAN, Partner

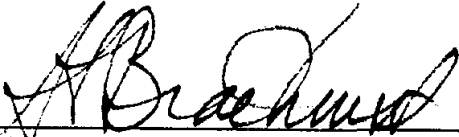
**THE NELL J. REDFIELD TRUST**

By:   
GERALD C. SMITH, Trustee

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In Witness Whereof, the parties have executed this Memorandum of Final Development Agreement on this \_\_\_\_ day of \_\_\_\_\_, 1996.

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

By:   
STEPHEN T. BRADHURST, Chairman

**ATTEST:**

By:   
JUDY BAILEY, County Clerk

**SOUTHWEST POINTE PARTNERS, a Nevada  
general partnership**

By:   
JEFFEREY E. DINGMAN, Partner

**THE NELL J. REDFIELD TRUST**

By: \_\_\_\_\_  
GERALD C. SMITH, Trustee

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STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE    )

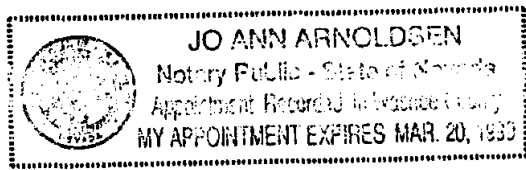
This instrument was acknowledged before me on \_\_\_\_\_,  
1996 by JEFFEREY E. DINGMAN as Partner for SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership.

NOTARY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on July 3,  
1996 by GERALD C. SMITH as Trustee of THE NELL J. REDFIELD TRUST.

NOTARY: Jo Ann Arnoldsen  
TITLE: Notary Public  
MY COMMISSION EXPIRES: 3-20-99

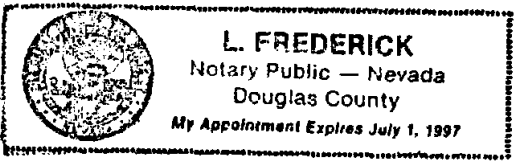


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STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on July 9th, 1996,  
1996 by JEFFEREY E. DINGMAN as Partner for SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership.

NOTARY: L. Frederick  
MY COMMISSION EXPIRES: 7/1/97



STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on \_\_\_\_\_,  
1996 by GERALD C. SMITH as Trustee of THE NELL J. REDFIELD TRUST.

NOTARY: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_



LEGAL DESCRIPTION  
SOUTHWEST POINTE

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, described as follows:

Parcel 1

T. 18 N., R. 19 E., MDB&M

Section 3: The south half

Excepting therefrom that portion thereof conveyed to Caleb Van Husen Whitbeck by Deed recorded in Book 86, Page 247, Deed Records.

Section 10: All

Excepting therefrom that portion thereof conveyed to Caleb Van Husen Whitbeck by Deed recorded in Book 86, Page 247, Deed records.

Further excepting therefrom those portions conveyed to the United States of America by Deed recorded October 23, 1984, in Book 2084, Page 80, as Document No. 957829, Official Records.

Parcel 2

T. 18 N., R. 19 E., MDB&M

Section 14: All

Section 15: The east half

Section 22: The east half

Section 23: All

Section 24: The west half

Section 26: The north half

Excepting therefrom that portion conveyed to the County of Washoe, a political subdivision, by Deed recorded April 29, 1988, in Book 2728, Page 395, as Document No. 1242873, Official Records.

Section 27: The northeast quarter; the west half of the southeast quarter; the southeast quarter of the southeast quarter.

Containing 3,272 acres, more or less.



2015141

OFFICIAL RECORDS  
WASHOE CO., NEVADA  
RECORD REQUESTED BY  
CFA Inc.  
96 JUL 25 AM 11:08

JOE MELCHER  
COUNTY RECORDER  
FEE 12.00 DEP Sy

200 Sy

## Appendix C

### Statement of Compliance for Tentative Maps & Special Use Permits

This completed Statement of Compliance shall accompany all tentative map and special use permit applications. The compliance statement must be signed and approved by Southwest Pointe Partners prior to an application being submitted to Washoe County. It has been agreed that all tentative maps will be reviewed by the Design Review Committee.

Approval by Southwest Pointe Partners does not imply that the project is in compliance with all applicable county codes, ordinances, or other regulations. In instances where the tentative map or special use permit is not in compliance with the Final Development Agreement, the Director of Development Review shall determine if the modification is administrative or if it requires an amendment of the Final Development Agreement.

Reviewed and approved by Southwest Pointe Partners on this \_\_\_ day of \_\_\_\_\_, 19\_\_.

By: \_\_\_\_\_  
General Partner  
Southwest Pointe Partners

# GENERAL INFORMATION

1. **Project Name:** \_\_\_\_\_

2. **Applicant:**

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

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

3. **Property Owner:**

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

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

4. **Firm Preparing Plans:**

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

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

# PROJECT DESCRIPTION

## 1. For Tentative Map Applications:

### a. Number of Proposed Lots:

12,000 square feet \_\_\_\_\_  
1/2 acre \_\_\_\_\_  
1 acre + \_\_\_\_\_  
Total \_\_\_\_\_

### b. Explain any difference in number and type from that identified in the Final Development Agreement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### c. Acres:

Residential Lots: \_\_\_\_\_  
Streets: \_\_\_\_\_  
Common Area: \_\_\_\_\_  
Open Space: \_\_\_\_\_  
Other: \_\_\_\_\_

### d. Density:

Gross: \_\_\_\_\_ d.u./ac  
Net: \_\_\_\_\_ d.u./ac

### e. In neighborhoods with 12,000 square foot and 1/2 acre lots, have off-site parking areas been provided at a ratio of one space for every three homes and within 500 feet of homes? (Tentative Map Condition #34)

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

2. **For Special Use Permits:**

Explain the project (e.g., square footage, number of parking spaces, landscaping, architecture)

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3. What, if any support facilities or major infrastructure components are proposed as a part of this project?

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# INFRASTRUCTURE/SERVICES

## Transportation

1. Estimate the average daily traffic. On the tentative map, identify the average daily traffic on each street within the boundary of the tentative map. (Tentative Map Condition #22)

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2. Explain any recommendations for geometric design -- e.g., left-turn storage capacity, sight distance, minimum required turning radius. (Tentative Map Condition #22)

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3. Are the street sections consistent with the Final Development Agreement? (Tentative Map Condition #22)

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, explain the differences and justify their use.

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4. Do the cul-de-sacs have a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to the edge of pavement? (Tentative Map Condition #23)

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, explain the differences and justify their use.

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5. Has an emergency access road been shown at the end of all cul-de-sacs that are longer than 1,500 feet? (Tentative Map Condition #28)

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, explain the differences and justify their use.

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6. Have any at-grade crossings for golf carts been shown on streets with 500 or more ADT? (Tentative Map Condition #33)

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, explain why.

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7. Has a detailed pedestrian circulation plan been submitted? (Development Agreement Condition #13)

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, explain why not.

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**Water Supply**

1. What is the estimated water right requirement for this project?  
\_\_\_\_\_ acre feet/year

2. Explain how the water right requirements will be met for this project.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sewer Service**

1. Explain how sewer service will be provided to this project?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How much sewage will be generated by this project?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Fire Protection**

1. What is being done to comply with the requirements of the Nevada Division of Forestry? (Tentative Map Condition #83 and Special Use Permit Condition #42)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Open Space/Recreation**

1. Will any open space be offered for dedication as part of this project?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If yes, how many acres are being dedicated, when will the land be dedicated, and what improvements will be located in the open space (e.g., trails, emergency access roads)?

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2. What, if any, private community recreation facilities are proposed? How will these facilities be maintained?

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# DEVELOPMENT STANDARDS

## Community Design Guidelines

1. Are any neighborhood entries proposed?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If yes, describe the materials, height, style, color, etc. Show the location(s) on the tentative map or site plan.

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2. Is the entry(s) design consistent with the Development Standards Handbook (Chapter II)? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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3. Are any community fences and/or walls proposed? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe the materials, height, style, and color. Show the location on the tentative map or site plan.

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4. Are the fencing and/or walls consistent with the community design standards in the Development Standards Handbook (Chapter II)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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5. Is any community lighting proposed? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe the location(s), materials, height, style, and lighting levels.

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6. Is the community lighting consistent with the Development Standards Handbook (Chapter II)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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7. Are any signs proposed? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe the location, size, materials, and color.

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8. Are the signs, if any, consistent with the Development Standards Handbook (Chapter II)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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9. Are any private trails proposed? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, show the location on the tentative map or the site plan for the special use permit.

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10. Are the private trails, if any, consistent with the Development Standards Handbook (Chapter II)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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**Site Development Guidelines**

1. What are the proposed building setbacks?

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2. For residential units, are the building setbacks consistent with the Development Standards Handbook (Chapter III)?

Yes  No  Not Applicable

If no, describe any changes and explain the reasons.

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3. Have the setbacks from any potentially active fault traces been identified on the tentative map or site plan for the special use permit?

Yes  No  Not Applicable

If no, explain why not.

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4. What are the minimum lot widths?

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5. Are the widths consistent with the Development Standards Handbook (Chapter III)?

Yes  No  Not Applicable

If no, describe any changes and explain the reasons.

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6. Explain the grading. (e.g., have the slopes been rounded to blend into the natural contours? Has the grading been minimized?) Explain the erosion control techniques (temporary and permanent) that will be used.

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7. In areas identified as critical mule deer habitat, has the grading been minimized to the maximum extent possible? (Tentative Map Condition #83)

Yes  No  Not Applicable

If no, explain why not.

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8. Explain how the drainage is being handled.

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9. Is any lot perimeter fencing proposed?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe the materials, height, style, and color. Show the location on the tentative map.

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10. Are the fencing and/or walls consistent with the site development standards in the Development Standards Handbook (Chapter III)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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## Landscape Design Guidelines

1. For a tentative map application, is any common area landscaping proposed? \_\_\_\_\_ Yes \_\_\_\_\_ No

For a special use permit application, is any on-site and/or common area landscaping proposed? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe the landscaping (e.g., species, irrigation, drought tolerant? amount of turf). Show the locations on the tentative map or site plan for the special use permit.

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2. What entity will maintain the landscaping identified in the previous question?

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3. Is the landscaping described in question #1 consistent with landscape design guidelines in the Development Standards Handbook (Chapter V)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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4. Describe the revegetation techniques that will be implemented

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5. What measures will be used to control fugitive dust during construction?

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6. Are any fire fuel breaks required beyond the property line of the residential lots?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If yes, show the locations on the tentative map.

7. Is the design of the fire fuel breaks consistent with the guidelines identified in Chapter V of the Development Standards Handbook?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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8. Explain the water conservation techniques that will be used.

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9. Is a 25-foot landscaped buffer shown between the lots and the collector and minor arterial streets? (Tentative Map Condition #85)

Yes  No  Not Applicable

If no, describe any changes and explain the reasons.

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10. Is a 50-foot buffer shown between the structure and any riparian vegetation? (Tentative Map Condition #51)

Yes  No  Not Applicable

If no, describe any changes and explain the reasons.

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11. Are there any delineated wetlands or Waters of the United States shown within the boundary of the tentative map or on the site plan for the special use permit?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, shown the location on the tentative map or site plan and explain how these features are being avoided.

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## Appendix D

### Statement of Compliance for Final Maps

This completed Statement of Compliance shall accompany all final maps. Conditions #1 through #85 represent a listing of the basic Conditions of Approval that are applicable to all tentative maps. This list shall be augmented with the site specific conditions of approval that are added to each tentative map.

**Statement of Compliance for Final Maps (TM Case No. \_\_\_\_\_ )**

No.	Conditions of Approval	Initial Submittal			Final Submittal			Comments/Status
		Yes	No	N/A	Yes	No	N/A	
1	Time Limitations							This condition requires no action
2	Comply with all county requirements							This condition requires no action
3	Final map in substantial conformance w/ tentative							This condition requires no action
4	Final map conformance statement							
5	CC&Rs							
6	Archaeological survey							
7	Archaeological note on plans							
8	SAD/GID							
9	"As-built" construction drawings							After construction is completed
10	Improvement/Grading Plans							
11	Soil boring logs							
12	New utilities underground							
13	Postal Service							
14	Holocene faults on final map							
15	Planning Commission certificate							

**Statement of Compliance for Final Maps (TM Case No. \_\_\_\_\_)**

No.	Conditions of Approval	Initial Submittal			Final Submittal			Comments/Status
		Yes	No	N/A	Yes	No	N/A	
16	Geotechnical report on pavement							
17	Whites Creek Road - two lanes							Compliance tied to 1st building permit
18	Construct secondary access							Compliance tied to 1st building permit
19	Whites Creek Road - remainder							Compliance tied to 35th building permit
20	Pavement structural section							
21	Street maintenance program (CC&Rs)							
22	Street sections/geometric design							
23	Roadway grades							
24	Bldg setbacks and roadway construction near faults							
25	Cul-de-sac design							
26	Design and maintenance of landscaped medians							
27	Temporary turnarounds							
28	Design of emergency access road							
29	Location of emergency access roads							
30	Asphalt paths - design and maintenance							

**Statement of Compliance for Final Maps (TM Case No. \_\_\_\_\_ )**

No.	Conditions of Approval	Initial Submittal			Final Submittal			Comments/Status
		Yes	No	N/A	Yes	No	N/A	
31	Maintenance of asphalt paths and gravel shoulders							
32	Street lights							
33	Golf cart crossings							
34	Residential on-site parking areas							
35	Street design around security gates							
36	Private street signs							
37	Street names							
38	Preliminary hydrology report							Submitted with tentative map
39	Final hydrology/hydraulic report							
40	Maintenance plan for drainage facilities							
41	100-year floodplain boundaries and elevations							
42	Stormwater discharge permit							
43	Pre-treatment for petrochemicals, etc. Maintenance plan for streets, catchbasins, etc.							
44	Final wetlands determination							
45	Corps of Engineers 404 Permit							

**Statement of Compliance for Final Maps (TM Case No. \_\_\_\_\_)**

No.	Conditions of Approval	Initial Submittal			Final Submittal			Comments/Status
		Yes	No	N/A	Yes	No	N/A	
46	Design of street crossings of Thomas & Dry Creeks							
47	Design of inlets & outlets of all drainage structures							
48	Stormwater discharge							
49	Dust control plan							
50	Erosion control and soil stabilization plan							
51	Buffer next to riparian vegetation							
52	Individual lot drainage							
53	Financial assurances for the construction of water and sewer facilities							
54	Fees for plan checking and inspection							
55	Easements for water and sewer utilities							
56	Completion and acceptance of water and sewer facilities							Compliance tied to C of O
57	Offer of dedication for sewer and water facilities							
58	Letter from NDEP							
59	Fees for water and wastewater facilities plan							
60	Water rights dedication							



**Statement of Compliance for Final Maps (TM Case No. \_\_\_\_\_)**

No.	Conditions of Approval	Initial Submittal			Final Submittal			Comments/Status
		Yes	No	N/A	Yes	No	N/A	
61	Design of minor infrastructure for potable water distribution							
62	Design of off-site water system							
63	Letter from Division of Water Resources							
64	Letter from water purveyor							
65	Construction and testing of production wells							
66	Water quality results							
67	Water treatment facilities (if required)							Compliance tied to building permit
68	Evidence of adequate water source (if required)							
69	Well abandonment							
70	Access to monitoring wells							
71	Maintenance roads to water tanks							
72	Residential water meters							
73	Health Dept. requirements regarding grading permit							
74	Final map note regarding water facilities							
75	Design of off-site sewer system							

**Statement of Compliance for Final Maps (TM Case No. \_\_\_\_\_)**

No.	Conditions of Approval	Initial Submittal			Final Submittal			Comments/Status
		Yes	No	N/A	Yes	No	N/A	
76	Minor infrastructure for sewer collection							
77	Sewer privilege connection fee							
78	Sewer hook-up fees							
79	On-site easements for sewer lines							
80	Off-site easements for sewer and drainage systems							
81	Letter committing sewer service							
82	Compliance with NDF recommendations							Compliance tied to building permit
83	Grading around critical mule deer habitat							
84	Landscape buffer along collectors and minor arterial							
85	Relocation of telephone easement							





Planning Engineering  
Landscape Architecture  
Surveying

# LETTER OF TRANSMITTAL

PROJECT NO. 88-003.20	DATE 6/5/96
--------------------------	----------------

1150 Corporate Blvd., Reno, NV 89502 702/856-1150 FAX: 702/856-1160

**To:**

NAME/TITLE 1 Don Young	ADDRESS
COMPANY 1 Development Review	

**From:****Project Name:**

1 Britz Trygvi	SW Pointe
----------------	-----------

Carrier:  U.S. Mail  Air Express  UPS  Hand Delivery  Other: \_\_\_\_\_

**We are sending you the following:**

QUANTITY	DATE	DESCRIPTION
1	5/21/96	Special Assessment District Petition signed by property owners

**This information is:**

Attached  Being sent under separate cover via: \_\_\_\_\_

**Message or requested action:**

As requested  For your use/information  Sign and return  Review and comment

As submitted to: \_\_\_\_\_ on \_\_\_\_\_

Copy sent to: \_\_\_\_\_

**Notes:**

This petition is submitted to comply w/  
Condition # 11 from DA-9-1-93

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If the information received is not as noted above, please call. Britz SIGNATURE

*[Handwritten Signature]*  
6/6/96

**ROBERT M. SADER, LTD.**  
A PROFESSIONAL LEGAL CORPORATION  
462 COURT STREET  
RENO, NEVADA 89501-1796  
(702) 329-8310  
FAX (702) 329-8591

June 5, 1996

Katy Simon  
Assistant County Manager  
P.O. Box 11130  
Reno, NV 89520

Re: Assessment District Petition

Dear Katy:

Enclosed please find the Petition for the formation of a developer assessment district regarding Southwest Pointe infrastructure. The Developer is interested in proceeding with the steps outlined in the Guidelines. Please let me know how you wish to proceed.

Sincerely,



ROBERT M. SADER

RMS/mw

cc: John Collins  
John Swendseid  
Brita Tryggvi  
Mike Mohler

encl:

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SPECIAL ASSESSMENT DISTRICT PETITION

The undersigned, constituting all of the property owners or developers proposed to be assessed in the proposed Washoe County, Nevada Southwest Pointe Special Assessment District, do hereby petition the Board of County Commissioners of Washoe County, Nevada to create a special assessment district and to assess all of the property of the undersigned within that District as described in the attached Exhibit "A", for the cost incurred in that special assessment district, which shall be a sum less than \$10,000,000.00, for the purpose of construction and installing all or a portion of the following:

1. Whites Creek Lane from Southwest Pointe (the "Project") to Wedge Parkway, including landscaping and pedestrian/bike path;
2. the County-owned nonpotable water transmission lines and pump stations necessary to serve the Project, including acquisition of creek water rights;
3. the County-owned potable water system facilities (well facilities, main transmission lines and storage tanks); and
4. County-owned landscaping and trails/paths on public right-of-ways (if any) within the Project.

The undersigned represent that they will file with the County Manager, in accordance with County's special assessment guidelines dated February, 1992, (the "Guidelines"), an application which contains sufficient information and exhibits to demonstrate that a proposed district will comply with parts A to F of the Guidelines, or will otherwise be acceptable to the County. The undersigned represent that they

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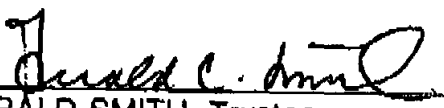
will post a letter of credit, surety bond or other form of security for payment of any costs that the County may incur in connection with the District pursuant to paragraph F of the Guidelines. A general description of the proposed property to be assessed and description of the project is attached to this Petition as Exhibit "A".

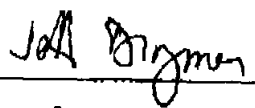
The undersigned respectfully request that the County Commissioners authorize staff to negotiate with the undersigned for a development and financing agreement with respect to the proposed Project and the proposed District. If acceptable terms are negotiated, those documents will be presented to the Board for its consideration, together with an ordinance creating the assessment district, ordinance levying assessments, and ordinance authorizing the issuance of bonds and associated resolutions.

Dated this 30 day of MAY, 1996.

**THE NELL J. REDFIELD TRUST**

**SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership**

By:   
GERALD SMITH, Trustee

By:   
Title: President



# LETTER OF TRANSMITTAL

PROJECT NO. 88-003.20	DATE 6/3/96
--------------------------	----------------

1150 Corporate Blvd., Reno, NV 89502 702/856-1150 FAX: 702/856-1160

**To:**

NAME/TITLE <i>Don Young</i>	ADDRESS
COMPANY <i>Development Review</i>	

**From:**

**Project Name:**

<i>Burt Trygsvi</i>	<i>Southwest Pointe</i>
---------------------	-------------------------

Carrier:  U.S. Mail  Air Express  UPS  Hand Delivery  Other: \_\_\_\_\_

**We are sending you the following:**

QUANTITY	DATE	DESCRIPTION
1		<i>Revised Statement of Compliance for Tentative Maps &amp; SUPs</i>

**RECEIVED**  
JUN 03 1996  
WASHOE COUNTY  
DEVELOPMENT REVIEW

**This information is:**

Attached  Being sent under separate cover via: \_\_\_\_\_

**Message or requested action:**

As requested  For your use/information  Sign and return  Review and comment  
 As submitted to: \_\_\_\_\_ on \_\_\_\_\_  
 Copy sent to: \_\_\_\_\_

**Notes:**

*I have highlighted the changes. Basically, I have added additional questions that relate to the specific conditions of approval. Also, Mike Mohler recommends that Southwest Pointe Partners approve the compliance statement rather than the Architectural & Landscape Control Committee*

If the information received is not as noted above, please call.

*Burt*  
SIGNATURE



RECEIVED  
JUN 9 3 1988  
WASHINGTON COUNTY  
DEVELOPMENT REVIEW

**Appendix C**  
**STATEMENT OF COMPLIANCE**  
**for**  
**TENTATIVE MAPS & SPECIAL USE PERMITS**

This completed Statement of Compliance shall accompany all tentative map and special use permit applications. The compliance statement must be signed and approved by the Architectural and Landscape Control Committee (ALCC) prior to an application being submitted to Washoe County.

Approval by the ALCC does not imply that the project is in compliance with all applicable county codes, ordinances, or other regulations. In instances where the tentative map or special use permit is not in compliance with the Final Development Agreement, the Director of Development Review shall determine if the modification is administrative or if it requires an amendment of the Final Development Agreement.

Reviewed and approved by the Architectural and Landscape Control Committee on this \_\_\_ day of \_\_\_\_\_, 19\_\_.

By: \_\_\_\_\_  
Chairman  
Architectural and Landscape Control Committee

*Subscribed*  
*6/3/96*

## GENERAL INFORMATION

1. **Project Name:** \_\_\_\_\_

2. **Applicant:**

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

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

3. **Property Owner:**

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

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

4. **Firm Preparing Plans:**

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

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

# PROJECT DESCRIPTION

1. For Tentative Map Applications:

a. Number of Proposed Lots:

12,000 square feet \_\_\_\_\_  
1/2 acre \_\_\_\_\_  
1 acre + \_\_\_\_\_  
Total \_\_\_\_\_

b. Explain any difference in number and type from that identified in the Final Development Agreement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Acres:

Residential Lots: \_\_\_\_\_  
Streets: \_\_\_\_\_  
Common Area: \_\_\_\_\_  
Open Space: \_\_\_\_\_  
Other: \_\_\_\_\_

d. Density:

Gross: \_\_\_\_\_ d.u./ac  
Net: \_\_\_\_\_ d.u./ac

d. In neighborhoods with 12,000 square foot and 1/2 acre lots, have off-site parking areas been provided at a ratio of one space for every three homes and within 500 feet of homes? (Tentative Map Condition #34)

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

2. **For Special Use Permits:**

- a. Explain the project (e.g., square footage, number of parking spaces, landscaping, architecture)

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3. What, if any support facilities or major infrastructure components are proposed as a part of this project?

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## INFRASTRUCTURE/SERVICES

### Transportation

1. Estimate the average daily traffic. On the tentative map identify the average daily traffic on each street within the boundary of the tentative map.

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2. Are the street sections consistent with the Final Development Agreement? (Tentative Map Condition #22)

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, explain the differences and justify their use.

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3. Has a detailed pedestrian circulation plan been submitted? (Development Agreement Condition #13)

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, explain why not.

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### **Water Supply**

1. What is the estimated water right requirement for this project?

\_\_\_\_\_ acre feet/year

2. Explain how the water right requirements will be met for this project.

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### **Sewer Service**

1. Explain how sewer service will be provided to this project?

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2. How much sewage will be generated by this project?

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**Fire Protection**

1. What is being done to comply with the requirements of the Nevada Division of Forestry? (Tentative Map Condition #83 and Special Use Permit Condition #42)

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**Open Space/Recreation**

1. Will any open space be offered for dedication as part of this project?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If yes, how many acres are being dedicated, when will the land be dedicated, and what improvements will be located in the open space (e.g., trails, emergency access roads)?

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2. What, if any, private community recreation facilities are proposed?

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Who will maintain these facilities and how?

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# DEVELOPMENT STANDARDS

## Community Design Guidelines

1. Are any neighborhood entries proposed?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If yes, describe the materials, height, style, color, etc. Show the location(s) on the tentative map or site plan.

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2. Is the entry(s) design consistent with the Development Standards Handbook (Chapter II)? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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3. Are any community fences and/or walls proposed? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe the materials, height, style, and color. Show the location on the tentative map or site plan.

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4. Are the fencing and/or walls consistent with the community design standards in the Development Standards Handbook (Chapter II)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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5. Is any community lighting proposed? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe the location(s), materials, height, style, and lighting levels.

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6. Is the community lighting consistent with the Development Standards Handbook (Chapter II)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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7. Are any signs proposed? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe the location, size, materials, and color.

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8. Are the signs, if any, consistent with the Development Standards Handbook (Chapter II)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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9. Are any private trails proposed? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, show the location on the tentative map or the site plan for the special use permit.

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10. Are the private trails, if any, consistent with the Development Standards Handbook (Chapter II)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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### Site Development Guidelines

1. What are the proposed building setbacks?

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2. For residential units, are the building setbacks consistent with the Development Standards Handbook (Chapter III)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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3. Have the setbacks from any potentially active fault traces been identified on the tentative map or site plan for the special use permit?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, explain why not.

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4. What are the minimum lot widths?

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5. Are the widths consistent with the Development Standards Handbook (Chapter III)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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6. Explain the grading. (e.g., have the slopes been rounded to blend into the natural contours? Has the grading been minimized?) Explain the erosion control techniques (temporary and permanent) that will be used.

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7. Explain how the drainage is being handled.

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8. Is any lot perimeter fencing proposed?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If yes, describe the materials, height, style, and color. Show the location on the tentative map.

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9. Are the fencing and/or walls consistent with the site development standards in the Development Standards Handbook (Chapter III)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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**Landscape Design Guidelines**

1. For a tentative map application, is any common area landscaping proposed? \_\_\_\_\_ Yes \_\_\_\_\_ No

For a special use permit application, is any on-site and/or common area landscaping proposed? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe the landscaping (e.g., species, irrigation, drought tolerant? amount of turf). Show the locations on the tentative map or site plan for the special use permit.

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2. What entity will maintain the landscaping identified in the previous question?

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3. Is the landscaping described in question #1 consistent with landscape design guidelines in the Development Standards Handbook (Chapter V)?  
\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Not Applicable  
If no, describe any changes and explain the reasons.

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4. Describe the revegetation techniques that will be implemented

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5. What measures will be used to control fugitive dust during construction?

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6. Are any fire fuel breaks required beyond the property line of the residential lots?

\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Not Applicable  
If yes, show the locations on the tentative map.

7. Is the design of the fire fuel breaks consistent with the guidelines identified in Chapter V of the Development Standards Handbook?

\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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8. Explain the water conservation techniques that will be used.

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9. Is a 25-foot landscaped buffer shown between the lots and the collector and minor arterial streets? (Tentative Map Condition #85)

\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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10. Is a 50-foot buffer shown between the structure and any riparian vegetation? (Tentative Map Condition #51)

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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# LETTER OF TRANSMITTAL

PROJECT NO. 88-003.20	DATE 6/3/96
--------------------------	----------------

1150 Corporate Blvd., Reno, NV 89502 702/856-1150 FAX: 702/856-1160

**To:**

NAME/TITLE Karen Muller	ADDRESS
COMPANY Parks & Recreation	

**From:**

**Project Name:**

Britz Triggvi	Southwest Pointe
---------------	------------------

Carrier:  U.S. Mail  Air Express  UPS  Hand Delivery  Other: \_\_\_\_\_

**We are sending you the following:**

QUANTITY	DATE	DESCRIPTION
1	6/96	Open Space Management Plan

**RECEIVED**

**JUN 04 1996**

**WASHOE COUNTY  
DEVELOPMENT REVIEW**

**This information is:**

Attached  Being sent under separate cover via: \_\_\_\_\_

**Message or requested action:**

As requested  For your use/information  Sign and return  Review and comment

As submitted to: \_\_\_\_\_ on \_\_\_\_\_

Copy sent to: Don Young w/ attachment

**Notes:**

Don - Please insert this behind ~~to~~ Exhibit G in your Development Agreement. This plan has been verbally approved by Karen & she will send a letter for us to include in the Development Agreement.

If the information received is not as noted above, please call. Britz

SIGNATURE

RECEIVED  
MAY 28, 1996  
WASHOE COUNTY  
DEVELOPMENT REVIEW



# LETTER OF TRANSMITTAL

PROJECT NO. <i>88-003.20</i>	DATE <i>5/28/96</i>
---------------------------------	------------------------

1150 Corporate Blvd., Reno, NV 89502 702/856-1150 FAX: 702/856-1160

**To:**

NAME/TITLE <i>Don Young</i>	ADDRESS
COMPANY <i>Washoe County Planning</i>	

**From:**

**Project Name:**

<i>Brenda Lee</i>	<i>SW Pointe</i>
-------------------	------------------

Carrier:  U.S. Mail  Air Express  UPS  Hand Delivery  Other: \_\_\_\_\_

**We are sending you the following:**

QUANTITY	DATE	DESCRIPTION
<i>1</i>	<i>5/17</i>	<i>Sheet 10x2 - Site Plan (Layout)</i>

**This information is:**

Attached  Being sent under separate cover via: \_\_\_\_\_

**Message or requested action:**

As requested  For your use/information  Sign and return  Review and comment  
 As submitted to: \_\_\_\_\_ on \_\_\_\_\_  
 Copy sent to: \_\_\_\_\_

**Notes:**

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If the information received is not as noted above, please call. *Brenda Lee*  
SIGNATURE

MAY 25 1996



File: 30-2447-02  
May 22, 1996

Mr. Leonard Crowe  
Washoe County Comprehensive Planning  
P.O. Box 11130  
Reno, Nevada 89520

SUBJECT: Attached Water Quality Management Plan  
Southwest Pointe Golf Course

Dear Mr. Crowe:

Kleinfelder, Inc. is pleased to forward the attached Water Quality Management Plan (WQMP) for the Southwest Pointe Golf Course. Southwest Pointe Partners retained Kleinfelder to prepare the WQMP to meet condition 61 of Washoe County's conditions of approval.

Kleinfelder incorporated your verbal comments/concerns into the WQMP. If you do not have any additional concerns after reading the report, Southwest Pointe Partners would like a letter of approval from your office so the project can proceed.

If you have any questions regarding the WQMP, please give me a call at (702)323-7182.

**Kleinfelder, Inc.**

Sincerely yours,

A handwritten signature in cursive script that reads 'Brett Freeborn'.

Brett Freeborn, P.E., C.E.M.  
Project Engineer

cc: Ms. Laura Helsel - Nevada Division of Environmental Protection



# LETTER OF TRANSMITTAL

PROJECT NO. 88-002.20	DATE 5/21/90
--------------------------	-----------------

1150 Corporate Blvd., Reno, NV 89502 702/856-1150 FAX: 702/856-1160

**To:**

NAME/TITLE Dan Young	ADDRESS
COMPANY Development Review	

**From:**

**Project Name:**

Britz Tryggvi	Southwest Pointe
---------------	------------------

Carrier:  U.S. Mail  Air Express  UPS  Hand Delivery  Other: \_\_\_\_\_

**We are sending you the following:**

QUANTITY	DATE	DESCRIPTION
1	5/14	Correspondence from Terri Svetich to Fritz Steppat re. Future Public Water Supplies for Southwest Pointe
1	4/8	Correspondence from Terri Svetich to Fritz Steppat re. same subject

**This information is:**

Attached  Being sent under separate cover via: \_\_\_\_\_

**Message or requested action:**

As requested  For your use/information  Sign and return  Review and comment  
 As submitted to: \_\_\_\_\_ on \_\_\_\_\_  
 Copy sent to: \_\_\_\_\_

**Notes:**

This information is submitted to comply w/ Condition #25 which states that a complete water quality analysis from at least one monitoring well must be submitted to the District Health Department. The analysis demonstrates that the water conforms to the existing and proposed drinking water standards.

If the information received is not as noted above, please call.

Britz  
SIGNATURE



# WASHOE COUNTY

"To Protect and To Serve"



UTILITY DIVISION  
DEPARTMENT OF PUBLIC WORKS  
John M. Collins, Chief Sanitary Engineer

1195-B CORPORATE BOULEVARD  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE: (702) 856-7300  
FAX: (702) 856-7310

May 14, 1996

TO: Fritz Steppat, District Health Department

FROM: E. Terri Svetich, Utility Division

SUBJECT: Future Public Water Supplies for South West Pointe Development ("Upper" and "Lower" Wells)

Enclosed are copies of the inorganic test results of the samples collected in December, 1995 for the Southwest Pointe Upper and Lower Wells. All constituents comply with the Nevada Safe Drinking Water Standards.

If you have any questions, please do not hesitate to contact me.

c: John Collins, Chief Sanitary Engineer  
Paul Orphan, Senior Utility Engineer  
Mike Widmer, Hydrologist  
Doug Coulter, District Health Department  
Brita Trygvi, CFA, Inc.  
Brian Sprague, CFA, Inc.

RECEIVED

1995 DEC -7 PM 4:33

125008

**WATER CHEMISTRY ANALYSIS:**

Attn: Fees may apply to some types of samples.

All of the information below must be filled in or the analysis will not be performed.

**TYPE OF ANALYSIS:**

Check here for ROUTINE DOMESTIC ANALYSIS.  
Circle the constituents needed for PARTIAL ANALYSIS.

State NEVADA County WASHOE  
Township 18 Range 19 Section 23  
General Location Mt. ROSE FAN  
Source Address 2 W POINTE UPPER WELL  
ON PROPERTY OF SW POINTE SUBDIVISION  
REASON FOR ANALYSIS: USE OF WATER:

**SAMPLING INSTRUCTIONS:**

The sample submitted must be representative of the source. Spring and surface water samples should be as free of dirt and debris as possible. Wells should be pumped thoroughly before sampling, changing the water in the casing at least three times. Product water from filters should be sampled after running for about ten (10) minutes.

- Loan
- Personal health reasons
- Purchase of the property
- Rental or sale of property
- Subdivision approval
- Other SDWA
- Domestic drinking water
- Geothermal
- Industrial or mining
- Irrigation
- Other

Sampled by TSVETICH Date 12/7/95  
Owner WASHOE CO Phone 856 7300  
Address 1195 B CORPORATE BLVD  
City RENO State NV

**FUTURE PUBLIC WATER SUPPLY**

**REPORT TO:**

Name TERI SVETICH / WCUD  
Address PO BOX 11130  
City RENO  
State NV Zip 89520

**SOURCE OF WATER:**

Filter  Yes  No  
Public  Yes  No  
Spring \_\_\_\_\_  
Well  Depth 600 ft.  
Hot \_\_\_\_\_ Cold   
IN USE  Yes  No  
Type GW  
Name SW POINTE UPPER WELL  
Surface \_\_\_\_\_  
Casing diameter 12 in.  
Casing depth \_\_\_\_\_ ft.  
END OF 3 DAY PUMP TEST

The results below are representative only of the sample submitted to this laboratory.

FOR LABORATORY USE ONLY								PRINT OTHER DESIRED CONSTITUENTS BELOW	
Constituent	ppm	Constituent	ppm	Constituent	ppm	Constituent	S.U.	Constituent	ppm
0.0295 T.D.S. @ 103° C.	203	0.69 Chloride	29.0	6.2 Iron	0.0	1411 Color	125008	7	7
Hardness	101	Nitrate -N	0.6	Manganese	0.00	Turbidity	0.3	0.3	7
Calcium	19	Alkalinity	124	Copper	0.00	pH	7.79	7.79	7
Magnesium	13	Bicarbonate	151	Zinc	0.00	EC	236	236	7
Sodium	11	Carbonate	0	Barium	0.09	SI@20C	-0.35	-0.35	7
Potassium	5	Fluoride	0.08	Boron	0.0				7
Sulfate	2	Arsenic	0.004	Silica	62				7
MBAS	<0.1	NO <sub>2</sub> <sup>-</sup>	<0.01	GROSS ALPHA	<3 P/L	CYANIDE	<0.01	<0.01	7
				GROSS BETA	4 P/L	NICKEL	<0.005	<0.005	7

Fee \_\_\_\_\_  
Collected by \_\_\_\_\_  
PWS I.D. N/A  
SDWA—Pri. \_\_\_\_\_  
1st \_\_\_\_\_ 2nd \_\_\_\_\_  
Date Rec'd \_\_\_\_\_ Init. \_\_\_\_\_  
ppm = parts per million, milligrams per liter  
S.U. = Standard Units

Remarks \_\_\_\_\_  
3/13/96  
12/21/95

RECEIVED

1660 N. Virginia Street  
Reno, Nevada 89503  
(702) 688-1335

125227

995 DEC 18 AM 9:47

All of the information below must be filled in  
or the analysis will not be performed.

**WATER CHEMISTRY ANALYSIS:**

Attn: Fees may apply to some types of samples.

**TYPE OF ANALYSIS:**

Check here for ROUTINE DOMESTIC ANALYSIS.  
Circle the constituents needed for PARTIAL ANALYSIS.

State NEVADA County WASHOE  
Township 18 Range 19 Section 24  
General Location MT. ROSE FAN  
Source Address SOUTHWEST POINTE LOWER LK

**SAMPLING INSTRUCTIONS:**

The sample submitted must be representative of the source. Spring and surface water samples should be as free of dirt and debris as possible. Wells should be pumped thoroughly before sampling, changing the water in the casing at least three times. Product water from filters should be sampled after running for about ten (10) minutes.

Sampled by T. SVETICH Date 12/15/95  
Owner WASHOE COUNTY Phone 856-7300  
Address PO Box 11130  
City RENO State NV

**REASON FOR ANALYSIS:**

- Loan
- Personal health reasons
- Purchase of the property
- Rental or sale of property
- Subdivision approval
- Other SDWA

**USE OF WATER:**

- Domestic drinking water
- Geothermal
- Industrial or mining
- Irrigation
- Other PUMP TEST

Initials ETS  
**POTENTIAL FUTURE PUBLIC WATER SUPPLY**

**REPORT TO:**

Name TERRI SVETICH / WCUD  
Address PO Box 11130  
City RENO  
State NV Zip 89520

**SOURCE OF WATER:**

- Filter  Yes  No
- Public  Yes  No
- Spring
- Well  Depth 510 ft.
- Hot  Cold

Type GW  
Name S.W. POINTE LOWER  
Surface   
Casing diameter 10 1/4 in.  
Casing depth 510 ft.

IN USE  Yes  No  
END OF 72 HR PUMP TEST

The results below are representative only of the sample submitted to this laboratory.

FOR LABORATORY USE ONLY						PRINT OTHER DESIRED CONSTITUENTS BELOW	
Constituent	ppm	Constituent	ppm	Constituent	ppm	Constituent	ppm
T.D.S. @ 103° C.	184	Chloride	1	Iron	0.11	Color	5
Hardness	98	Nitrate -N	0.4	Manganese	0.00	Turbidity	0.4
Calcium	18	Alkalinity	122	Copper	0.00	pH	7.95
Magnesium	13	Bicarbonate	149	Zinc	0.00	EC	238
Sodium	13	Carbonate	0	Barium	0.07	SI@20C	-0.23
Potassium	5	Fluoride	0.07	Boron	0.0		
Sulfate	3	Arsenic	< 0.003	Silica	60		
MPAS	< 0.1			GROSS ALPHA	53 P <sub>1/2</sub>	BERBERIUM	< 0.001
				GROSS BETA	4 P <sub>1/2</sub>	THALLIUM	< 0.005
						NICKEL	< 0.005
						ANTIMONY	< 0.001

Fee \_\_\_\_\_  
Collected by \_\_\_\_\_  
PWS I.D. N/A  
SDWA—Pri \_\_\_\_\_  
1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_  
Date Rec'd \_\_\_\_\_ Init. \_\_\_\_\_  
ppm = parts per million milligrams per liter  
S.U. = Standard Units

Remarks \_\_\_\_\_  
ETS  
12/15/95  
ETS  
1/5/96  
ETS  
1/9/96  
**RESULTS REPORTED**  
**APR 05 1996**  
**RESULTS REPORTED**  
**JAN - 9 1996**

*Handwritten:* 12/20/95





# WASHOE COUNTY

"To Protect and To Serve"



UTILITY DIVISION  
DEPARTMENT OF PUBLIC WORKS  
John M. Collins, Chief Sanitary Engineer

RECEIVED

APR 10 1996

1195-B CORPORATE BOULEVARD  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE: (702) 856-7300  
FAX: (702) 856-7310

CFA

DATE: April 8, 1996  
TO: District Health Department, Fritz Steppat  
FROM: Utility Division, E. Terri Svetich *Terri*  
RE: Future Public Water Supplies for South West  
Pointe Development ("Upper" and "Lower" Wells)

Enclosed are copies of the test results of the samples collected during the test pumps of the referenced wells in December 1995. The State Health Laboratory has yet to provide the results of the gross alpha and gross beta analyses. However, I wanted to provide you with test results received to date.

If you have any questions, please do not hesitate to contact me.

cc: John M. Collins, Chief Sanitary Engineer  
Paul C. Orphan, Senior Utility Engineer  
Doug Coulter, District Health Department  
Brita Trygvi, CFA, Inc.  
Brian Sprague, CFA, Inc.

RECEIVED

1660 N. Virginia Street  
Reno, Nevada 89503  
(702) 688-1335

125227

1995 DEC 18 AM 9:47

**WATER CHEMISTRY ANALYSIS:**

Attn: Fees may apply to some types of samples.

**TYPE OF ANALYSIS:**

- Check here for ROUTINE DOMESTIC ANALYSIS.
- Circle the constituents needed for PARTIAL ANALYSIS.

**SAMPLING INSTRUCTIONS:**

The sample submitted must be representative of the source. Spring and surface water samples should be as free of dirt and debris as possible. Wells should be pumped thoroughly before sampling, changing the water in the casing at least three times. Product water from filters should be sampled after running for about ten (10) minutes.

Sampled by T. SVETICH Date 12/15/95  
 Owner WASHOE COUNTY Phone 856-7300  
 Address PO BOX 11130  
 City RENO State NV

**REPORT TO:**

Name TERRI SVETICH / WCUD  
 Address PO BOX 11130  
 City RENO  
 State NV Zip 89520

All of the information below must be filled in or the analysis will not be performed.

State NEVADA County WASHOE  
 Township 18 Range 19 Section 24  
 General Location MT ROSE FAN  
 Source Address SOUTHWEST PINTE LOWER

**REASON FOR ANALYSIS:**

- Loan
- Personal health reasons
- Purchase of the property
- Rental or sale of property
- Subdivision approval
- Other SDWA

**USE OF WATER:**

- Domestic drinking water
- Geothermal
- Industrial or mining
- Irrigation
- Other PUMP TEST

POTENTIAL FUTURE PUBLIC WATER SUPPLY  
 Initials ETS

**SOURCE OF WATER:**

- Filter  Yes  No
- Public  Yes  No
- Spring  Yes  No
- Well  Yes  No
- Hot  Yes  No

Type GW  
 Name SUN PINTE LOWER  
 Surface \_\_\_\_\_  
 Well Depth 510 ft. Casing diameter 10" in.  
 Hot Cold  Cold  Casing depth 510 ft.

IN USE  Yes  No  
END OF 72 HR PUMP TEST

The results below are representative only of the sample submitted to this laboratory.

FOR LABORATORY USE ONLY						PRINT OTHER DESIRED CONSTITUENTS BELOW					
Constituent	0.1005	202	Constituent	28.2	Constituent	0.0	415	125227	S.U.	Constituent	ppm
T.D.S. @ 103° C.	184		Chloride	1	Iron	0.11	Color	5		Cd	<0.001
Hardness	98		Nitrate -N	0.4	Manganese	0.00	Turbidity	0.4		Cr	<0.005
Calcium	18		Alkalinity	122	Copper	0.00	pH	7.95		Ag	<0.005
Magnesium	13		Bicarbonate	149	Zinc	0.00	EC	238		Hg	<0.0005
Sodium	13		Carbonate	0	Barium	0.07	SI@20C	-0.23		Pb	<0.005
Potassium	5		Fluoride	0.07	Boron	0.0				Se	<0.001
Sulfate	3		Arsenic	< 0.003	Silica	60				CYANIDE	<0.01
MPAS	<0.1				GLASS ALPHA BETA		BERRIUM	<0.001		NICKEL	<0.005
							THALLIUM			ANTIMONY	

Fee \_\_\_\_\_  
 Collected by \_\_\_\_\_  
 PWS I.D. N/A  
 SDWA—Pri \_\_\_\_\_  
 Ist \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_  
 Date Rec'd \_\_\_\_\_ Init \_\_\_\_\_  
ppm = parts per million      micrograms per liter  
 S.U. = Standard Unit

Remarks \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**RESULTS REPORTED**

JAN - 9 1996



# Alpha Analytical, Inc.

255 Glendale Avenue, Suite 21  
Sparks, Nevada 89431  
(702) 355-1044  
FAX: 702-355-0406  
1-800-283-1183

Boise, Idaho  
(208) 336-4145

Las Vegas, Nevada  
(702) 386-6747

## ANALYTICAL REPORT

Washoe County Utility Division  
P.O. Box 11130  
Reno, NV 89520  
Attn: Terry Svetich

Client ID: SW Point Lower Well  
Lab ID: WCU121595-01  
Sampled: 12/15/95  
Received: 12/15/95

### National Primary Drinking Water Phase II and Phase V Regulated and Unregulated Synthetic Organic Compounds (SOC's)

EPA Method	Contaminant	Concen ug/L	Det Limit	EPA Method	Contaminant	Concen ug/L	Det Limit
Analyzed: 12/21/95				Analyzed: 12/27/95			
504	1. 1,2-Dibromo-3-Chloropropane (DBCP)	ND	0.02	515.1	1. Dalapon	ND	1.00
504	2. 1,2-Dibromoethane (EDB)	ND	0.01	515.1	2. Dicamba	ND	1.00
Analyzed: 12/20/95				515.1	3. Dinoseb	ND	0.20
505	1. Alachlor	ND	0.20	515.1	4. 2,4-D	ND	0.10
505	2. Aldrin	ND	0.20	515.1	5. Pichloram	ND	0.10
505	3. Chlordane (Technical)	ND	0.20	515.1	6. Pentachlorophenol	ND	0.04
505	4. Dieldrin	ND	0.20	515.1	7. 2,4,5-TP (Silvex)	ND	0.20
505	5. Endrin	ND	0.01	Analyzed: 12/21/95			
505	6. Heptachlor	ND	0.04	525	1. Benzo(a)pyrene	ND	0.02
505	7. Heptachlor Epoxide	ND	0.02	525	2. Bis(2-ethylhexyl) phthalate	ND	0.60
505	8. Hexachlorobenzene	ND	0.10	525	3. Bis(2-ethylhexyl) adipate	ND	0.60
505	9. Hexachlorocyclopentadiene	ND	0.10	Analyzed: 12/27/95			
505	10. Lindane	ND	0.02	531.1	1. Aldicarb	ND	0.50
505	11. Methoxychlor	ND	0.10	531.1	2. Aldicarb Sulfoxide	ND	0.50
505	12. Aroclor-1016 (Screen)	ND	0.08	531.1	3. Aldicarb Sulfone	ND	0.80
505	13. Aroclor-1221 (Screen)	ND	20.0	531.1	4. Carbaryl	ND	1.00
505	14. Aroclor-1232 (Screen)	ND	0.50	531.1	5. Carbofuran	ND	0.90
505	15. Aroclor-1242 (Screen)	ND	0.30	531.1	6. 3-Hydroxycarbofuran	ND	1.00
505	16. Aroclor-1248 (Screen)	ND	0.10	531.1	7. Methomyl	ND	1.00
505	17. Aroclor-1254 (Screen)	ND	0.10	531.1	8. Oxamyl	ND	2.00
505	18. Aroclor-1260 (Screen)	ND	0.20	Analyzed: 12/21/95			
505	19. Toxaphene	ND	1.00	547	1. Glyphosate	ND	6.00
Analyzed: 01/04/96				Analyzed: 12/20/95			
507	1. Atrazine	ND	0.10	548	1. Endothall	ND	9.00
507	2. Butachlor	ND	1.00	Analyzed: 12/22/95			
507	3. Metolachlor	ND	1.00	549	1. Diquat	ND	0.40
507	4. Metribuzin	ND	1.00				
507	5. Propachlor	ND	1.00				
507	6. Simazine	ND	0.07				

ND - Not Detected

Approved By: Roger L. Scholl Date: 1/8/96  
Roger L. Scholl, Ph.D  
Laboratory Director



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(208) 336-4145

Las Vegas, Nevada  
(702) 386-6747

## ANALYTICAL REPORT

Washoe County Utility Division  
P.O. Box 11130  
Reno, NV 89520

Job #:  
Phone: (702) 856-7300  
Attn: Terri Svetich

Sampled: 12/15/95 Received: 12/15/95 Analyzed: 12/21/95  
Alpha Analytical Number: WCU121595-01  
Client I.D.: SW Point Lower Well

### Report of GC/MS Analysis for SDWA VOLATILES PLUS LISTS 1 AND 3 UNREGULATED COMPOUNDS EPA 524.2

Compound	Concentration ug/L	Detection Limit	Compound	Concentration ug/L	Detection Limit
<b>8 Regulated Volatile Organic Compounds (VOC's) (Phase I)</b>			28. Chloroform	ND	0.50 ug/L
1. Benzene	ND	0.50 ug/L	29. Chloromethane	ND	0.50 ug/L
2. Vinyl Chloride	ND	0.50 ug/L	30. o-Chlorotoluene	ND	0.50 ug/L
3. Carbon tetrachloride	ND	0.50 ug/L	31. p-Chlorotoluene	ND	0.50 ug/L
4. 1,2-Dichloroethane	ND	0.50 ug/L	32. Dibromomethane	ND	0.50 ug/L
5. Trichloroethylene	ND	0.50 ug/L	33. m-Dichlorobenzene	ND	0.50 ug/L
6. p-Dichlorobenzene	ND	0.50 ug/L	34. 1,1-Dichloroethane	ND	0.50 ug/L
7. 1,1-Dichloroethylene	ND	0.50 ug/L	35. 1,1-Dichloropropene	ND	0.50 ug/L
8. 1,1,1-Trichloroethane	ND	0.50 ug/L	36. 1,3-Dichloropropene	ND	0.50 ug/L
<b>10 Regulated Volatile Organic Compounds (VOC's) (Phase II)</b>			37. e, z-1,3-Dichloropropene	ND	0.50 ug/L
9. cis-1,2-Dichloroethylene	ND	0.50 ug/L	38. 2,2-Dichloropropene	ND	0.50 ug/L
10. 1,2-Dichloropropane	ND	0.50 ug/L	39. 1,1,1,2-Tetrachloroethane	ND	0.50 ug/L
11. Ethylbenzene	ND	0.50 ug/L	40. 1,1,2,2-Tetrachloroethane	ND	0.50 ug/L
12. Monochlorobenzene	ND	0.50 ug/L	41. 1,2,3-Trichloropropane	ND	0.50 ug/L
13. o-Dichlorobenzene	ND	0.50 ug/L	<b>List 3 - Monitoring Required at State Discretion</b>		
14. Styrene	ND	0.50 ug/L	42. Bromochloromethane	ND	0.50 ug/L
15. Tetrachloroethylene	ND	0.50 ug/L	43. n-Butylbenzene	ND	0.50 ug/L
16. Toluene	ND	0.50 ug/L	44. Dichlorodifluoromethane	ND	0.50 ug/L
17. trans-1,2-Dichloroethylene	ND	0.50 ug/L	45. Fluorotrichloromethane	ND	0.50 ug/L
18. Xylenes (total)	ND	0.50 ug/L	46. Hexachlorobutadiene	ND	0.50 ug/L
<b>3 Regulated Volatile Organic Compounds (VOC's) (Phase V)</b>			47. Isopropylbenzene	ND	0.50 ug/L
19. Dichloromethane	ND	0.50 ug/L	48. p-Isopropyltoluene	ND	0.50 ug/L
20. 1,1,2-Trichloroethane	ND	0.50 ug/L	49. Naphthalene	ND	0.50 ug/L
21. 1,2,4-Trichlorobenzene	ND	0.50 ug/L	50. n-Propylbenzene	ND	0.50 ug/L
<b>List 1 - Unregulated Compounds - All Systems</b>			51. sec-Butylbenzene	ND	0.50 ug/L
22. Bromobenzene	ND	0.50 ug/L	52. tert-Butylbenzene	ND	0.50 ug/L
23. Bromodichloromethane	ND	0.50 ug/L	53. 1,2,3-Trichlorobenzene	ND	0.50 ug/L
24. Bromoform	ND	0.50 ug/L	54. 1,2,4-Trimethylbenzene	ND	0.50 ug/L
25. Bromomethane	ND	0.50 ug/L	55. 1,3,5-Trimethylbenzene	ND	0.50 ug/L
26. Chlorodibromomethane	ND	0.50 ug/L			
27. Chloroethane	ND	0.50 ug/L			

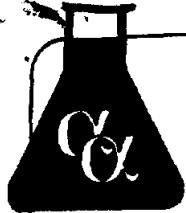
ND - Not Detected

Approved By:

*Roger L. Scholl*  
Roger L. Scholl, Ph.D.  
Laboratory Director

Date:

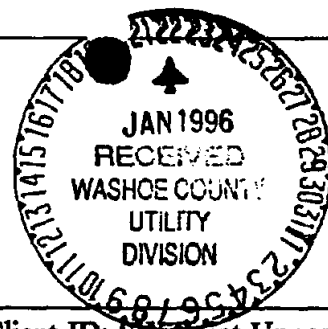
*1/8/96*



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Boise, Idaho  
(208) 336-4145



Reno, Nevada  
(702) 386-6747

## ANALYTICAL REPORT

Washoe County Utility Division  
P.O. Box 11130  
Reno, NV 89520  
Attn: Terry Svetich

Client ID: SW Point Upper Well  
Lab ID: WCU120795-04  
Sampled: 12/07/95  
Received: 12/07/95

### National Primary Drinking Water Phase II and Phase V Regulated and Unregulated Synthetic Organic Compounds (SOC's)

EPA Method	Contaminant	Concen ug/L	Det Limit	EPA Method	Contaminant	Concen ug/L	Det Limit
Analyzed: 12/12/95				Analyzed: 12/13/95			
504	1. 1,2-Dibromo-3-Chloropropane (DBCP)	ND	0.02	515.1	1. Dalapon	ND	1.00
504	2. 1,2-Dibromoethane(EDB)	ND	0.01	515.1	2. Dicamba	ND	1.00
				515.1	3. Dinoseb	ND	0.20
				515.1	4. 2,4-D	ND	0.10
				515.1	5. Pichloram	ND	0.10
				515.1	6. Pentachlorophenol	ND	0.04
				515.1	7. 2,4,5-TP (Silvex)	ND	0.20
Analyzed: 12/13/95				Analyzed: 12/13/95			
505	1. Alachlor	ND	0.20	525	1. Benzo(a)pyrene	ND	0.02
505	2. Aldrin	ND	0.20	525	2. Bis(2-ethylhexyl) phthalate	ND	0.60
505	3. Chlordane (Technical)	ND	0.20	525	3. Bis(2-ethylhexyl) adipate	ND	0.60
505	4. Dieldrin	ND	0.20				
505	5. Endrin	ND	0.01	Analyzed: 12/14/95			
505	6. Heptachlor	ND	0.04	531.1	1. Aldicarb	ND	0.50
505	7. Heptachlor Epoxide	ND	0.02	531.1	2. Aldicarb Sulfoxide	ND	0.50
505	8. Hexachlorobenzene	ND	0.10	531.1	3. Aldicarb Sulfone	ND	0.80
505	9. Hexachlorocyclopentadiene	ND	0.10	531.1	4. Carbaryl	ND	1.00
505	10. Lindane	ND	0.02	531.1	5. Carbofuran	ND	0.90
505	11. Methoxychlor	ND	0.10	531.1	6. 3-Hydroxycarbofuran	ND	1.00
505	12. Aroclor-1016 (Screen)	ND	0.08	531.1	7. Methomyl	ND	1.00
505	13. Aroclor-1221 (Screen)	ND	20.0	531.1	8. Oxamyl	ND	2.00
505	14. Aroclor-1232 (Screen)	ND	0.50				
505	15. Aroclor-1242 (Screen)	ND	0.30	Analyzed: 12/11/95			
505	16. Aroclor-1248 (Screen)	ND	0.10	547	1. Glyphosate	ND	6.00
505	17. Aroclor-1254 (Screen)	ND	0.10	Analyzed: 12/14/95			
505	18. Aroclor-1260 (Screen)	ND	0.20	548	1. Endothall	ND	9.00
505	19. Toxaphene	ND	1.00	Analyzed: 12/19/95			
				549	1. Diquat	ND	0.40
Analyzed: 12/26/95				Analyzed: 12/11/95			
507	1. Atrazine	ND	0.10	547	1. Glyphosate	ND	6.00
507	2. Butachlor	ND	1.00	Analyzed: 12/14/95			
507	3. Metolachlor	ND	1.00	548	1. Endothall	ND	9.00
507	4. Metribuzin	ND	1.00	Analyzed: 12/19/95			
507	5. Propachlor	ND	1.00	549	1. Diquat	ND	0.40
507	6. Simazine	ND	0.07				

ND - Not Detected

Approved By: Roger L. Scholl Date: 12/27/95  
Roger L. Scholl, Ph.D  
Laboratory Director

PLEASE PRINT OR TYPE

### NEVADA STATE HEALTH LABORATORY NEVADA DIVISION OF HEALTH 1660 N. Virginia Street Reno, Nevada 89503 (702) 688-1335

# RECEIVED

1995 DEC -7 PM 4:33

# 125008

## WATER CHEMISTRY ANALYSIS:

Attn: Fees may apply to some types of samples.

All of the information below must be filled in or the analysis will not be performed.

### TYPE OF ANALYSIS:

Check here for ROUTINE DOMESTIC ANALYSIS.  
Circle the constituents needed for PARTIAL ANALYSIS.

### SAMPLING INSTRUCTIONS:

The sample submitted must be representative of the source. Spring and surface water samples should be as free of dirt and debris as possible. Wells should be pumped thoroughly before sampling, changing the water in the casing at least three times. Product water from filters should be sampled after running for about ten (10) minutes.

Sampled by TSVETICH Date 12/7/95  
Owner WASHNE CO Phone 856 7300  
Address 1195 B CORONATE BLVD  
City RENO State NV

### REPORT TO:

Name TERRI SVETICH / WCUP  
Address P.O. Box 11130  
City RENO  
State NV Zip 89520

State NEVADA County WASHOE  
Township 18 Range 19 Section 22

General Location MT ROSE FAN  
Source Address 2W POINTE UPPER WELL  
ON PROPERTY OF SW POINTE SUBDIVISION

### REASON FOR ANALYSIS: USE OF WATER:

- |   |   |
|---|---|
| <input type="checkbox"/> Loan                         | <input checked="" type="checkbox"/> Domestic drinking water |
| <input type="checkbox"/> Personal health reasons      | <input type="checkbox"/> Geothermal                         |
| <input type="checkbox"/> Purchase of the property     | <input type="checkbox"/> Industrial or mining               |
| <input type="checkbox"/> Rental or sale of property   | <input type="checkbox"/> Irrigation                         |
| <input type="checkbox"/> Subdivision approval         | <input type="checkbox"/> Other                              |
| <input checked="" type="checkbox"/> Other <u>SDWA</u> | Initials _____  |

### FUTURE PUBLIC WATER SUPPLY

### SOURCE OF WATER:

Filter  Yes  No Type EW  
Public  Yes  No Name 2W POINTE UPPER WELL  
Spring \_\_\_\_\_ Surface \_\_\_\_\_  
Well  Depth 600 ft. Casing diameter 12 in.  
Hot \_\_\_\_\_ Cold \_\_\_\_\_ Casing depth \_\_\_\_\_ ft.

IN USE  Yes  No  
**END OF 3 DAY PUMP TEST**

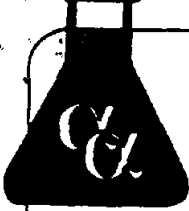
The results below are representative only of the sample submitted to this laboratory.

FOR LABORATORY USE ONLY						PRINT OTHER DESIRED CONSTITUENTS BELOW			
Constituent	ppm	Constituent	ppm	Constituent	ppm	S.U.	Constituent	ppm	
D.0295	203	0.89	29.0	6.2	0.0	1411	Constituent	125008	
T.D.S. @ 103°C.	163	Chloride	1	Iron	0.02	Color	7	Ca	<0.001
Hardness	101	Nitrate -N	0.6	Manganese	0.00	Turbidity	0.3	Cr	<0.005
Calcium	19	Alkalinity	124	Copper	0.00	pH	7.79	Ag	<0.005
Magnesium	13	Bicarbonate	151	Zinc	0.00	EC	236	Hg	<0.005
Sodium	11	Carbonate	0	Barium	0.09	SI@20C	-0.35	Pb	<0.005
Potassium	5	Fluoride	0.08	Boron	0.0			Se	<0.001
Sulfate	2	Arsenic	0.004	Silica	62			ANTHRACENE	<0.001
MBAS	<0.1	NO <sub>2</sub> <sup>-</sup>	<0.01	GROSS ALPHA		CYANIDE	<0.01	THALLIUM	<0.005
				GROSS BETA		NICKEL	<0.005	BERRILIUM	<0.001

Fee \_\_\_\_\_  
Collected by \_\_\_\_\_  
PWS I.D. N/A  
SDWA - Pri \_\_\_\_\_ Sec \_\_\_\_\_  
1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_  
Date Rec'd \_\_\_\_\_ Init. \_\_\_\_\_  
ppm = parts per million mg/l = milligrams per liter  
S.U. = Standard Units

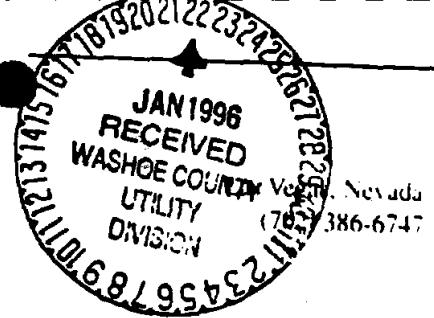
Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Eng 12/21/95  
\_\_\_\_\_  
\_\_\_\_\_

ANALYZED 12/18/95



**Alpha Analytical, Inc.**  
 255 Glendale Avenue, Suite 21  
 Sparks, Nevada 89431  
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 1-800-283-1183

Boise, Idaho  
 (208) 336-4145



**ANALYTICAL REPORT**

**Washoe County Utility Division**  
 P.O. Box 11130  
 Reno, NV 89520

**Job #:**  
**Phone: (702) 856-7300**  
**Attn: Terry Svetich**

**Sampled: 12/07/95**      **Received: 12/07/95**      **Analyzed: 12/12/95**  
**Alpha Analytical Number: WCU120795-04**  
**Client I.D.: SW Point Upper Well**

**Report of GC/MS Analysis for  
 SDWA VOLATILES PLUS LISTS 1 AND 3  
 UNREGULATED COMPOUNDS  
 EPA 524.2**

Compound	Concentration ug/L	Detection Limit	Compound	Concentration ug/L	Detection Limit
<b>8 Regulated Volatile Organic Compounds (VOC's) (Phase I)</b>			<b>28. Chloroform</b>		
1. Benzene	ND	0.50 ug/L	29. Chloromethane	ND	0.50 ug/L
2. Vinyl Chloride	ND	0.50 ug/L	30. o-Chlorotoluene	ND	0.50 ug/L
3. Carbon tetrachloride	ND	0.50 ug/L	31. p-Chlorotoluene	ND	0.50 ug/L
4. 1,2-Dichloroethane	ND	0.50 ug/L	32. Dibromomethane	ND	0.50 ug/L
5. Trichloroethylene	ND	0.50 ug/L	33. m-Dichlorobenzene	ND	0.50 ug/L
6. p-Dichlorobenzene	ND	0.50 ug/L	34. 1,1-Dichloroethane	ND	0.50 ug/L
7. 1,1-Dichloroethylene	ND	0.50 ug/L	35. 1,1-Dichloropropene	ND	0.50 ug/L
8. 1,1,1-Trichloroethane	ND	0.50 ug/L	36. 1,3-Dichloropropene	ND	0.50 ug/L
<b>10 Regulated Volatile Organic Compounds (VOC's) (Phase II)</b>			37. s,s-1,3-Dichloropropene	ND	0.50 ug/L
9. cis-1,2-Dichloroethylene	ND	0.50 ug/L	38. 2,2-Dichloropropene	ND	0.50 ug/L
10. 1,2-Dichloropropane	ND	0.50 ug/L	39. 1,1,1,2-Tetrachloroethane	ND	0.50 ug/L
11. Ethylbenzene	ND	0.50 ug/L	40. 1,1,2,2-Tetrachloroethane	ND	0.50 ug/L
12. Monochlorobenzene	ND	0.50 ug/L	41. 1,2,3-Trichloropropene	ND	0.50 ug/L
13. o-Dichlorobenzene	ND	0.50 ug/L	<b>List 3 - Monitoring Required at State Discretion</b>		
14. Styrene	ND	0.50 ug/L	42. Bromochloromethane	ND	0.50 ug/L
15. Tetrachloroethylene	ND	0.50 ug/L	43. n-Butylbenzene	ND	0.50 ug/L
16. Toluene	ND	0.50 ug/L	44. Dichlorodifluoromethane	ND	0.50 ug/L
17. trans-1,2-Dichloroethylene	ND	0.50 ug/L	45. Fluorotrichloromethane	ND	0.50 ug/L
18. Xylenes (total)	ND	0.50 ug/L	46. Hexachlorobutadiene	ND	0.50 ug/L
<b>3 Regulated Volatile Organic Compounds (VOC's) (Phase V)</b>			47. Isopropylbenzene	ND	0.50 ug/L
19. Dichloromethane	ND	0.50 ug/L	48. p-Isopropyltoluene	ND	0.50 ug/L
20. 1,1,2-Trichloroethane	ND	0.50 ug/L	49. Naphthalene	ND	0.50 ug/L
21. 1,2,4-Trichlorobenzene	ND	0.50 ug/L	50. n-Propylbenzene	ND	0.50 ug/L
<b>List 1 - Unregulated Compounds - All Systems</b>			51. sec-Butylbenzene	ND	0.50 ug/L
22. Bromobenzene	ND	0.50 ug/L	52. tert-Butylbenzene	ND	0.50 ug/L
23. Bromodichloromethane	ND	0.50 ug/L	53. 1,2,3-Trichlorobenzene	ND	0.50 ug/L
24. Bromoform	ND	0.50 ug/L	54. 1,2,4-Trimethylbenzene	ND	0.50 ug/L
25. Bromomethane	ND	0.50 ug/L	55. 1,3,5-Trimethylbenzene	ND	0.50 ug/L
26. Chlorodibromomethane	ND	0.50 ug/L			
27. Chloroethane	ND	0.50 ug/L			

ND - Not Detected

Approved By: Roger L. Scholl Date: 12/27/95  
 Roger L. Scholl, Ph.D.  
 Laboratory Director

ROBERT M. SADER, LTD.  
A PROFESSIONAL LEGAL CORPORATION  
462 COURT STREET  
RENO, NEVADA 89501-1796  
(702) 329-8310  
FAX (702) 329-8591

RECEIVED  
MAY 20 1996  
WASHOE COUNTY  
DEVELOPMENT REVIEW

May 17, 1996

Madelyn Shipman  
Assistant District Attorney  
Civil Division  
195 S. Sierra Street, 3rd Floor  
Reno, Nevada 89501

HAND DELIVERED:

Don Young  
Washoe County  
Development Review  
P.O. Box 11130  
Reno, NV 89520

Re: Southwest Pointe Development Agreement  
DA9-1-93  
Final Development Agreement

Dear Maddy and Don:

Enclosed is a highlighted version of the changes suggested at our meeting last week, the meeting with John Swendseid on the SAD and my further discussions with Don regarding additional comments of his and Kris Klein. Also enclosed is a clean copy of the final draft. Brita is assembling a booklet with all exhibits for Don's use in processing approval by the Board of County Commissioners.

Sincerely,



ROBERT M. SADER

RMS/mw

cc: Brita Tryggvi  
Mike Sfregola  
Leonard Panattoni  
Mike Mohler  
Jeff Dingman  
Rick Gardner  
Gerald C. Smith

encl:



RECEIVED  
MAY 16 1996  
WASHOE COUNTY  
DEVELOPMENT REVIEW  
4:37pm

May 16, 1996  
File: 30-2447-03.001

Mr. Dave Price, P.E., County Engineer  
Washoe County Department of Public Works  
P. O. Box 1130  
Reno, Nevada 89520

**SUBJECT: Seismic Related Recommendations for  
Earthen Retention and Detention Structures  
Southwest Pointe  
Washoe County, Nevada**

Reference: "Geotechnical Investigation, Southwest Pointe, Phase I, Reno, Nevada," by  
Harding Lawson Associates, dated August 16, 1993

Dear Dave:

This letter addresses Condition 22 of the Conditions of Approval for Southwest Pointe (Case No. DA9-1-93). Condition 22 reads:

"A geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area. The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition."

The development will involve construction of a golf course which will include numerous excavated ponds and ponds behind earthen dikes. Harding Lawson Associates performed a geotechnical investigation/geologic fault study in order to identify and locate active faults at the site. Several active faults do trend through the project site. We understand that the building setbacks shown on numerous project documents were established by the above-referenced report.

With regard to the seismic-related recommendations for earthen retention/detention structures, we recommend that these improvements meet the following criteria:

- Any earthen retention or detention bermed structures located within previously identified fault setback zones shall be limited to a maximum height of four feet and impoundment capacity of three acre-feet.

The intent of this recommendation is to limit, but not eliminate, damage which could occur as a result of fault movement under the earthen dike.

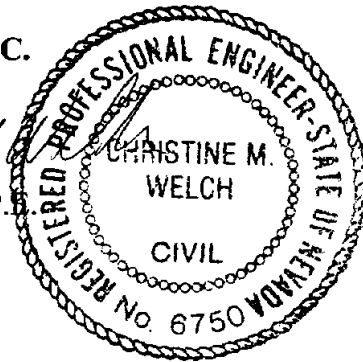
We trust this provides the information you need at this time. If we can be of further service, or if you have any questions regarding this letter, please contact the undersigned in our Reno office.

Very truly yours,

**KLEINFELDER, INC.**



Christine M. Welch, P.E.  
Senior Engineer



CMW:cq

cc: Mr. Mike Mohler, Southwest Pointe Partners  
Ms. Brita Tryggvi, CFA  
Mr. Don Young, Department of Development Review



Project No. 88-003.20

May 14, 1996

Ms. Karen Mullen, Assistant Director  
Washoe County Department of Parks and Recreation  
P. O. Box 11130  
Reno, NV 89520

**Subject: Open Space Management Plan for Southwest Pointe  
(Case No. DA9-1-93) SECOND DRAFT**

Dear Karen:

Attached to this letter is a copy of the second draft of the Open Space Management Plan for Southwest Pointe. Deletions are ~~struck through~~ and additions are in *italic*. I believe you will find that all of the items mentioned in your April 26, 1996 memorandum have been addressed, except for the issue about paying for the land. During your absence, I scheduled a meeting through your secretary for Wednesday, May 22 at 2:00 at your office to discuss this issue. I also would like to discuss the changes that were made to make sure I have adequately addressed your concerns.

I am confident that we can reach agreement on all items listed in your letter. Assuming that this will be the case, I would appreciate if you could give me a brief letter stating that you approve the Open Space Management Plan. I want to include your letter in the final development agreement.

Sincerely,

Brita Tryggvi, AICP  
Principal

Samuel Chacón, P.E.  
President

Paul Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal

pc: Don Young, Dept. of Development Review  
Mike Mohler  
Bob Sader

*Subscribed  
6/4/96*

# **OPEN SPACE MANAGEMENT PLAN**

**Prepared for:  
Southwest Pointe Partners Ltd.**

**Prepared by:  
CFA, Inc.**

**April 1996  
Second Draft May 1996**

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## Open Space Management Plan

This plan has been prepared to comply with the Conditions of Approval for Southwest Pointe (Case No. DA9-1-93). Specifically, the following conditions are relevant:

9328. Prior to the approval of the final development agreement, an open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed, phasing of open space dedication, phasing of trail construction and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowner's association and provisions be made for perpetual funding for maintenance. Prior to approval of the final development agreement, a government entity (e.g., United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g., Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres.

9429. The final development agreement shall include a provision for public open space that prohibits the sale of any open space without the consent of Washoe County.

9530. A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan will be included in the final development agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreational facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.

9631. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

*This Open Space Management Plan has been prepared to address these conditions. This document was approved by Karen Mullen, Assistant Director of the Washoe County Department of Parks and Recreation on May \_\_, 1996. (Refer to attached letter.)*

## **Neighborhood Park**

A neighborhood park is planned near the entrance to Southwest Pointe. As shown in Figure 1, the park will be constructed on the south side of Whites Creek Lane and on the east side of Thomas Creek. *If the Washoe County Parks Commission and the Board of County Commissioners will allow the developer to construct the park pursuant to a construction and dedication agreement acceptable to the county and the developer, then the park will be dedicated to Washoe County after the improvements have been completed; however, the land will be placed in escrow prior to commencement of construction. Southwest Pointe Partners or its successor will be reimbursed for the cost of the improvements and for the fair market value of the land from fees collected in Southwest Pointe from the Residential Construction Tax. All funds collected from the Residential Construction Tax from this project will be dedicated to reimbursement of the developer to the extent of the costs incurred, subject to the limitations of NRS Chapter 278.*

It is important to ensure that recreational facilities are developed in a time frame that coincides with the demands created by development. *A construction agreement will be negotiated and construction on the neighborhood park will commence ~~prior to~~ at approximately the time of issuance of the 400<sup>th</sup> building permit and the park will be completed prior to issuance of the 600650<sup>th</sup> building permit. Southwest Pointe Partners or its successor will be responsible for preparing a parcel map or final map to create the park parcel.*

A conceptual plan of the park is presented in Figure 1. *The park is located on the east side of Thomas Creek and on the south side of Whites Creek Lane. This segment of Whites Creek Lane is a public road. The park consists of approximately 15 acres. The area to the east is generally undeveloped with the developed portion of the park located on the western half of the site to take advantage of the creekside location. Proposed facilities include a children's play area, "T" ball field, trail head, parking areas (for passenger vehicles and truck/trailers), landscaped areas, paths, and individual and group picnic*

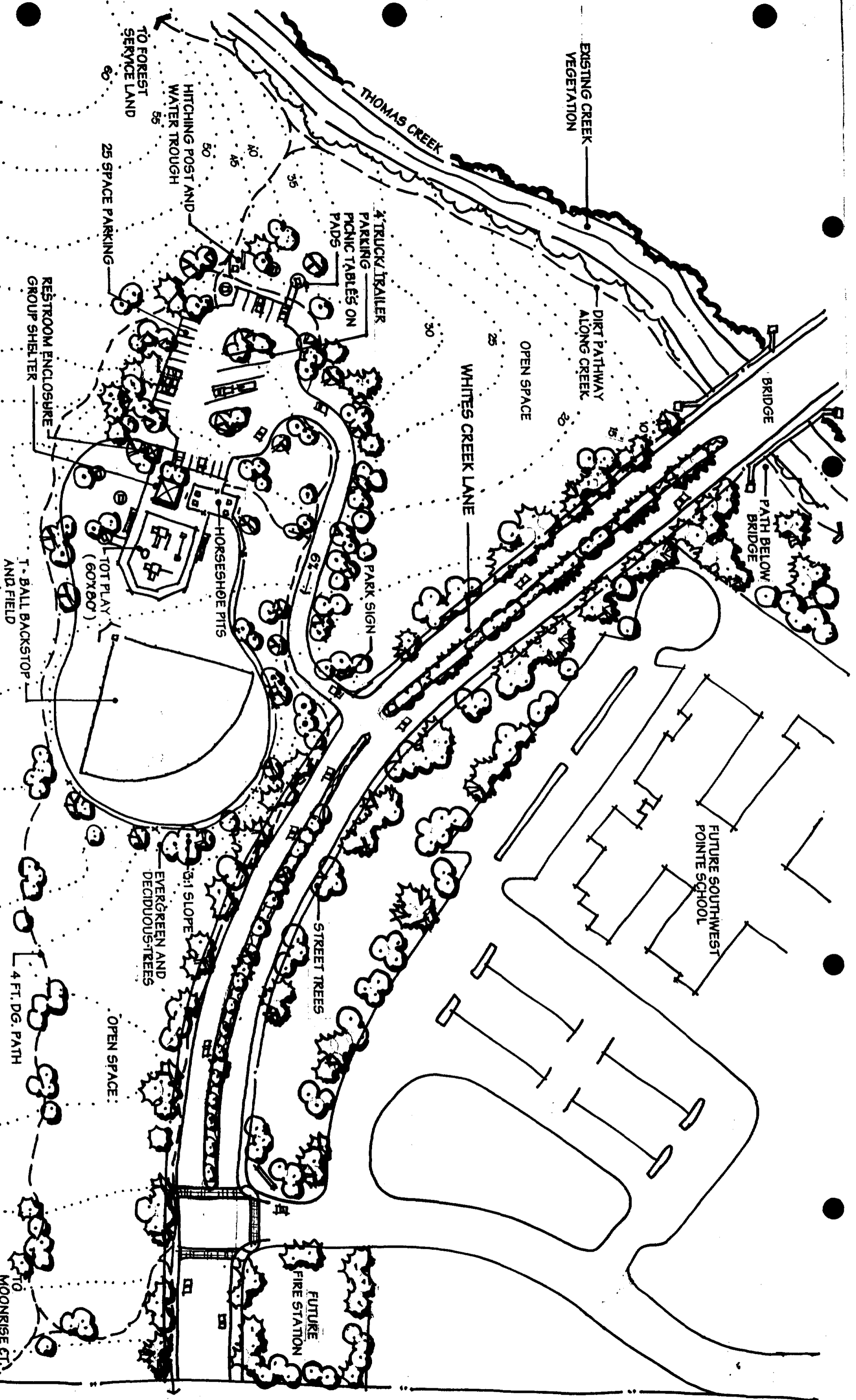


FIGURE 1  
 WASHOE COUNTY NEIGHBORHOOD PARK AT EAST ENTRY - 15 ACRES

SCALE: 1" = 100'



areas. The "T" ball backstop is proposed for the lawn area, with 4-foot tall fencing along the perimeter. A hitching post and water trough are proposed for horses entering the regional trail system along Thomas Creek. The approximate construction cost for the park, as proposed, is \$750,000 in 1996 dollars. These facilities have been identified after meetings with the staff of the Washoe County Parks and Recreation Department; however, it is anticipated that neighborhood meetings will be held and, as a result of ~~these meetings~~ citizen input or direction of the Washoe County Parks Commission, the conceptual plan may be modified. Washoe County will be responsible for maintenance of the park once it has been dedicated to the county.

### **Multi-Purpose Trails**

The proposed public trail system is shown in Figure 2 and is consistent with Washoe County's master plan for this park district. Public trails are proposed along Thomas Creek for access to the Mt. Rose Crest Trail and trailhead and around the northern portion of the project for access to the Mackay Fair Flume Trail and the U.S.F.S. parcel in Section 11, which is proposed for a future community or regional park. Both trails provide access to the Sierra Base Trail, which eventually ties into the Hunter Lake Trail. Portions of the Sierra Base Trail are located on U.S.F.S. property and other portions, especially near Dry Creek, are located on Southwest Pointe. It will be necessary to relocate portions of the existing dirt road because of golf course and residential development along Dry Creek. In total, approximately 6 miles of public trails are proposed. *In addition to the trails mentioned above, the Department of Parks and Recreation anticipates linking Whites Creek and Thomas Creek with a trail. ~~Since Whites Creek is not located on Southwest Pointe such a connection would have to be made on U.S.F.S. property.~~*

A system of internal private trails that connect to the public trails will be developed, and the location will be determined by the internal street system and/or parcelization. Southwest Pointe Partners or their successor will be responsible for construction and maintenance of all private trails.

Access to the public trail system will be available at several locations. The only access point with public parking will be at the neighborhood park, which will include the trailhead and parking areas. Access for individuals without vehicles is available from

MATCH LINE

Proposed Regional & Community Trails  
TO REGIONAL TRAIL SYSTEM

Connection to Regional Trail System

MATCH LINE

TO MACKAY FAIR  
TRAIL

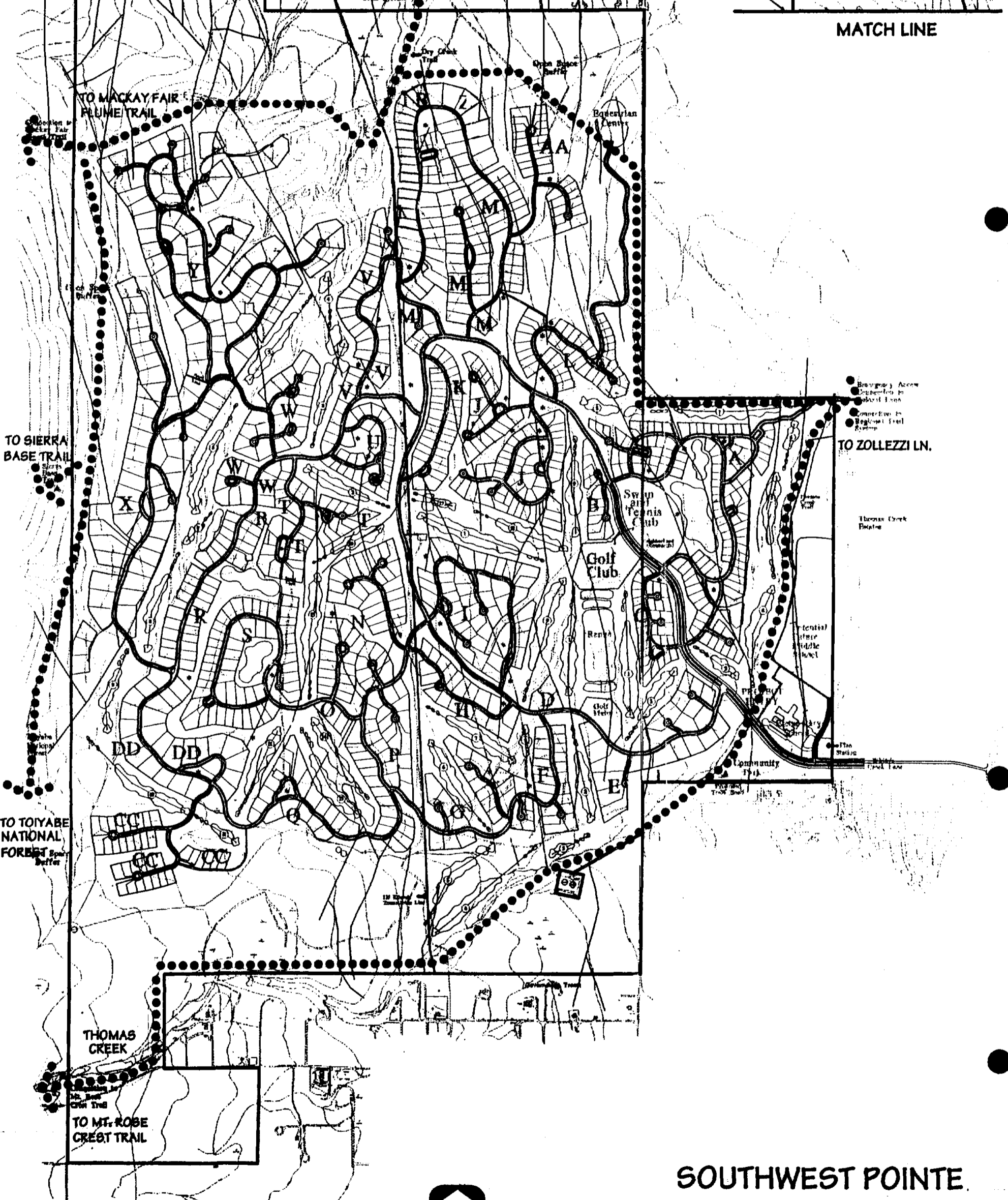
TO SIERRA  
BASE TRAIL

TO ZOLLEZZI LN.

TO TOIYABE  
NATIONAL  
FOREST

THOMAS  
CREEK

TO MT. ROSE  
CREST TRAIL



# SOUTHWEST POINTE

FIGURE 2  
PUBLIC TRAIL SYSTEM



Whites Creek Lane, Zolezzi Lane, the neighborhood park, and the future regional or community park in Section 11. Motorized vehicles will be prohibited. The trails will be available for use by hikers, bicyclists, pedestrians, and equestrians.

The public trails will be constructed in the open space around Southwest Pointe. The trails will be located in a manner acceptable to Southwest Pointe Partners or their successor and the Washoe County Department of Parks and Recreation. Construction and maintenance of the trails will be the responsibility of Washoe County. When construction of the first 18-hole golf course is completed, the open space along Thomas Creek adjacent to the golf course and Phase I residential areas will be dedicated to Washoe County. *Should the county desire to construct the trail along Thomas Creek in conjunction with construction of the golf course and/or the Phase I residential area, the developer will offer an easement or other acceptable entry agreement for this purpose, with language acceptable to both parties. If the county desires to extend the Thomas Creek trail beyond Phase I and the first golf course, the developer will also grant an easement over a portion of open space along the eastern and southern boundaries of the project.* These easements will ultimately be dedicated on future applicable final maps.

The staff of the Washoe County Department of Parks and Recreation has also expressed interest in stocking Thomas Creek with fish through the Urban Fisheries Program. To accomplish this work, vehicular access to the creek is necessary. Two locations for vehicular access are proposed -- one is at the neighborhood park and the other is off of the maintenance road to the existing water tanks.

## Open Space

The site plan identifies approximately 1,500 acres of natural open space. The open space is located around the periphery of the project and provides a generous buffer between Southwest Pointe and all adjacent properties. Within the project itself, the goal is to create an open feeling through the lot layout, controls on fencing, siting of homes, and development of 36 holes of golf that meander through the neighborhoods.

As explained previously, to facilitate development of a public trail system along Thomas Creek, the open space along the creek will be dedicated or an easement will

be granted when the first golf course is completed. The remaining open space will be dedicated as development progresses. With each final map on land adjacent to open space, an open space parcel will be created. When the map is recorded, the open space parcel will be deeded to Washoe County.

Only minimal disturbance of the natural habitat will be allowed. *Deed restrictions shall restrict future use to open space. Motorized vehicle use by the public will be prohibited. Some of the permitted uses will include public trails, emergency access roads, water tanks and associated maintenance roads, fire breaks, stormwater detention ponds, and any other utility uses necessary to serve the project. Any non-open space related improvements made by the developer in the open space shall remain the responsibility of Southwest Pointe Partners or their successor. Any improvements made and/or owned by Washoe County or another public entity will be the responsibility of that entity to maintain. Public access to designated wetlands will be restricted and seasonal restrictions and/or regulated recreational use in areas identified as key mule deer habitat will also be enforced. Provisions will be made for these types of uses and restrictions at the time of deeding.*

Prior to dedication or grant of easements of the open space to Washoe County, Southwest Pointe Partners or their successors will be responsible for any maintenance that may be required. Possible maintenance activities may include debris and litter removal, fire prevention measures required by the Nevada Division of Forestry, and measures for habitat enhancement for mule deer that may be developed in consultation with the Nevada Department of Wildlife. Washoe County will be responsible for any maintenance activities required on property that is under its control. Maintenance activities for which the county is responsible may be identified by Southwest Pointe Partners or their successor at the time of deeding.

On residential lots adjacent to open space, fences should be used sparingly and with consideration for protection of privacy for key outdoor areas on the lot, safety, or animal control. Lot perimeter fencing is allowed. Specific design details will be included in the Development Standards Handbook and/or the CC&Rs. Proposed locations for perimeter lot and golf course fencing are shown in Exhibit F, Sheet 1 Site Plan - Layout.

**WATER QUALITY MANAGEMENT PLAN**  
**SOUTHWEST POINTE GOLF COURSE**  
**RENO, NEVADA**

**May 13, 1996**

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May 13, 1996  
File: 30-2447-02

Mr. Mike Mohler  
Southwest Pointe Partners  
P. O. Box 346  
Genoa, Nevada 89411

**SUBJECT: Water Quality Management Plan  
Southwest Pointe Golf Course  
Reno, Nevada**

Dear Mr. Mohler:

We are pleased to present the Water Quality Management Plan (WQMP) for Southwest Pointe Golf Course. We have included input from Southwest Pointe Partners, Washoe County Planning Department (WCPD) and Nevada Division of Environmental Protection (NDEP). We will submit a copy of the WQMP directly to Mr. Leonard Crow of the Washoe County Planning Department and Ms. Laura Helsel of the NDEP Bureau of Water Quality Planning after your review and approval.

We developed the WQMP on information provided by you and on our understanding of your desires and those of Washoe County and NDEP. The WQMP includes sampling of surfac water and collection of water samples from the golf course green underdrain system to assess vadose zone water. The regulatory agencies may require groundwater monitoring if fertilizers are detected at elevated concentrations in the vadose zone water.

If your schedule is to begin grading in the summer of 1996, the sampling and analyses required to establish a baseline of water quality should begin shortly. We are preparing a work plan for the surface water sampling/monitoring that should meet the needs of both Southwest Pointe and regulatory agency requirements. We will contact you to further discuss the terms and details. Kleinfelder's experience and expertise in sampling and monitoring will help maintain a defensible environmental program.

LIMITATIONS

This Water Quality Management Plan may be used only by Southwest Pointe for the purpose stated, within a reasonable time from issuance. It should be recognized that definition and evaluation of environmental conditions is a complex and inexact science. Due to the scope of


our assessment, judgments leading to the development of the WQMP were generally made without a complete knowledge of the environmental and subsurface conditions present. If you wish to increase the probability of detecting changes in water quality, Kleinfelder can modify this WQMP. If you wish to further reduce the uncertainty associated with this WQMP, Kleinfelder should be notified for additional consultation.


CLOSURE

We appreciate this opportunity to be of service to you, and look forward to future endeavors. If you have any questions regarding this report, or need additional information or services, please contact either Mr. Brett Freeborn or Mr. Brett Whitford in our Reno office.

Very truly yours,

**KLEINFELDER, INC.**

  
Brett J. Freeborn, P.E., C.E.M.  
Project Manager

  
Brett Whitford, C.E.M.  
Environmental Service Manager

BJF:BW:cq

Attachment: Water Quality Management Plan

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  - 1 - Site Location Map
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- B Table - ~~Jones~~<sup>THOMAS</sup> Creek Volumetric Flow and Water Quality Data
- C Washoe County Utility Division Test Well Boring Logs
- D Application for Authorization to Use



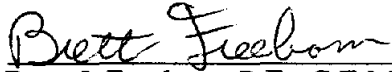
A Report Prepared For:

Southwest Pointe Partners  
P. O. Box 346  
Genoa, Nevada 89411

Southwest Pointe Golf Course  
Reno, Nevada

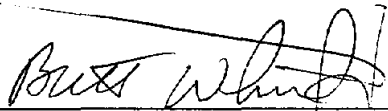
Kleinfelder, Inc. Job No. 30-2447-02

Prepared By:



\_\_\_\_\_  
Brett J. Freeborn, P.E., C.E.M.  
Project Engineer

Reviewed by:



\_\_\_\_\_  
Brett Whitford, C.E.M.  
Environmental Services Manager

**KLEINFELDER, INC.**  
3189 Mill Street  
Reno, Nevada 89502  
(702) 323-7182  
Fax: (702) 323-1745

May 13, 1996

## 1.0 EXECUTIVE SUMMARY

This document presents the Water Quality Management Plan (WQMP) for the Southwest Pointe development, hereafter referred to as the "Project." Plate 1 (Appendix A) shows the approximate Project location. The Project consists of a 36-hole golf course and residential development. The purpose of the WQMP is to present a workable plan to manage the surface water and groundwater quality at the project site during construction and during golf course operation. The WQMP includes a water quality monitoring program and a list of construction practices to be used at the project to reduce the chance of degrading the water quality in Thomas and Dry Creeks.

Kleinfelder, Inc., developed the monitoring program to assess the pre-construction quality of surface water and to assess potential changes in surface water and groundwater quality during golf course operation. The monitoring program is summarized in the following bulleted items:

- Prior to golf course construction, sample and analyze surface water taken from Thomas and Dry Creeks as it enters and leaves the Project. To establish baseline concentrations (pre-construction), a minimum of one sampling event should be performed before construction begins. Section 5.2 lists the analytical parameters.
- During golf course construction, quarterly sample and analyze surface water quarterly in Thomas and Dry Creek, if flowing (Section 5.2).
- Graphically plot surface water analytical monitoring results to assess significant changes in water quality and summarize findings in a quarterly letter report.
- During golf course operation, sample and analyze water collected from three golf course green underdrain systems. The chemical analysis of these water samples will help determine if fertilizers or pesticides leach through the greens due to irrigation water and/or seasonal precipitation. A minimum of one baseline sampling event should be performed prior to first chemical/fertilizer application. Plate 2 shows the test green locations.
- During golf course operation, tri-annually sample and analyze surface water to compare with baseline/pre-construction water quality. If changes in water quality are observed the data will be evaluated to assess whether the changes are regional, climatic or a response to golf course operation. The Nevada Division of Environmental Protection (NDEP) and Washoe County maintain a non degradation policy. Any increasing trend is viewed as degradation. Golf course operations would need to be modified to stop the degradation.

Southwest Pointe will change the construction and/or golf course management techniques if monitoring parameter concentrations indicate a change in water quality is occurring due to golf course construction or operations. If necessary, physical/construction mitigation options will be considered. If management of the chemical application is successful, as shown by non-degradation, the golf course can petition Washoe County District Comprehensive Planning (WCDCP) to reduce or eliminate sampling requirements.

---

## 2.0 INTRODUCTION

---

Kleinfelder, Inc. prepared this WQMP for Southwest Pointe. This WQMP was prepared to satisfy Washoe County's Condition of Approval No. 61. The WCDGP requires the WQMP.

The Project consists of thirty-six hole golf course with a custom residential community. The WQMP is for the golf course construction and operation.

### 2.1 PURPOSE

The purpose of the WQMP is to present a working plan for managing the quality of the surface and groundwater at the Project site. As part of the WQMP, a water quality monitoring program was developed to assess the water quality prior to the Project construction, during construction and during operation of the golf course. In addition, the WQMP includes a list of construction practices that can be followed/implemented at the Project. These environmentally sound procedures can reduce the chances of degrading the water quality at the Project.

### 3.0 WATER QUALITY MANAGEMENT GOALS

This WQMP was developed as a plan to reduce the potential for irreversibly degrading the water quality at the Project. In addition, the WQMP will assess the impact the construction and operation of the Project may have on water quality, if any.

The phrase "water quality" is not synonymous with water pollution, but is rather, a quantification of the chemical/physical state of the water as it applies to its many beneficial uses. The water composition/chemistry reflects the natural and cultural responses to inputs and withdrawals to and from the system (Krenkel, 1980).

The surface water monitoring program will assess changes from the pre-construction water quality. An observed change in water quality that occurs during the project construction and operation, will be compared to background mean concentrations. The change will be assessed in order to determine the cause. If the change is attributed to Southwest Pointe, the practice causing the degradation will be modified or abandoned. The total suspended solids (TSS) and turbidity concentration in Thomas and Dry Creeks are the primary or key monitoring parameters during the construction phase.

The golf course green underdrain monitoring program will assess water quality as the water moves down into the vadose zone. Because static groundwater level is 100 feet below ground surface or greater, the water quality information will help assess if leaching of chemicals could pose a threat to groundwater quality. If the water quality in the golf green underdrain samples indicates fertilizer could migrate deeper to groundwater, other monitoring systems may be required by WCDPCP. Baseline golf course green underdrain monitoring will be initiated when the golf course construction nears completion, but before chemical application begins.

The preliminary greens to be monitored are numbers 1, 4 and 6. These greens are located adjacent to biologically sensitive areas. The proposed locations will increase the probability of detecting a potential problem early, before it becomes irreversible.

The golf course green underdrain leachate water quality should not show significant increase in nitrogen concentration because application at the optimum rate nitrogen is biologically utilized, sorbed, diluted, and chemically consumed. If over-applied, non-utilized nitrogen could migrate past the target soil profile and move into the golf green underdrain system and downward into the vadose zone. The utilization process should continue to reduce and retard the nitrogen flow until dissolved concentrations reach background levels. If elevated concentrations are detected in the golf green underdrain leachate, Southwest Pointe will need to modify the chemical application plan. If change in management techniques do not rectify the problem it may be necessary to install vadose zone monitoring system such as lysimeters.

Changes in water quality can represent natural seasonal fluctuations in response to above or below normal precipitation, from the golf course operation or off-site operations. The NDEP and WCDEP maintain a non-degradation policy, where any increasing pollutant concentration trend is considered degradation. The objective of Southwest Pointe is to prevent degradation of the surface and groundwater, and if degradation is observed, assess the cause and modify practices to mitigate the degradation.

## 4.0 GEOLOGIC AND HYDROGEOLOGIC SETTING

### 4.1 REGIONAL PHYSIOGRAPHY

The Project area is located in the southwest part of the Truckee Meadows. The Truckee Meadows is a structural depression within a region transitional between the Sierra Nevada and the Basin and Range Geomorphic provinces (Gates and Watters, 1992) not referenced. The eastern edge of the Sierra Nevada province is dominated by the Sierra Nevada fault system. This fault system is a zone of movement in which faults have an echelon course and predominantly have dip-slip offset (Bonham, 1969). The Sierra Nevada fault system resembles Basin and Range faults, and trends north to south, from Reno to Markleeville.

The project area is bounded by the Carson Range to the west and the Virginia Range on the east. The topography of the site generally slopes to the east and has a range of elevation from 4,800 feet to 5,920 feet. Thomas and Dry Creeks are the main drainage features on the site. Dry Creek is an intermittent stream, while Thomas Creek normally flows year-round. Appendix B contains flow measurement and water quality data for Thomas Creek.

### 4.2 SITE GEOLOGY AND HYDROGEOLOGY

The Project is located on the upper (western) portion of the Mount Rose alluvial fan complex. Around the Truckee Meadows, Pleistocene, and Holocene faults are associated with the Sierra Nevada fault system. These faults are primarily north-south trending and bisect alluvial fans, including the Mount Rose fan complex. Similar faults have been mapped on the Project site (Bonham, 1983). There is evidence that suggests east-west trending faults are present that predate the north-south trending faults (Van deKamp and Goranson, 1990).

The Mount Rose fan complex is composed of an alluvial veneer over a volcanic pediment. The alluvium is composed of older Quaternary Donner Lake Outwash, overlain by younger Quaternary Tahoe Outwash. Both the Tahoe and Donner Lake units are glacial outwash stream deposits from major creeks that flowed from alpine glaciers on Mount Rose (Bonham, 1983). These outwash deposits consist primarily of volcanic rock with minor granitic cobbles.

Plate 2 shows the approximate locations and depth to water of monitoring wells installed by Washoe County Utility Division (WCUD) on the Project. In general, depth to groundwater is approximately 100 to 200 feet below the ground surface throughout the Project area. The depth to water measurements obtained were taken from drilling logs prepared for WCUD during the exploratory drilling on the Mt. Rose Fan. Appendix C contains a copy of the well logs.

## 5.0 WATER QUALITY MANAGEMENT

Management of the water quality at the Project will be accomplished by three primary activities. The first is construction and operation practices that will be implemented to reduce the effect the Project construction and operation has on the water quality. The second activity is the water quality monitoring program. The monitoring program will help maintain water quality by providing a method to detect problems before they become irreversible. Section 5.2 presents the theory and methodology behind the selected monitoring parameters and the sampling locations. In addition, the schedule and frequency for the monitoring events is included.

### 5.1 CONSTRUCTION MANAGEMENT ACTIVITIES

This construction management section presents procedures and construction techniques that will be utilized to reduce potential for degradation of Thomas and Dry Creeks. This section is not intended to be a drainage plan, grading plan, or a Storm Water Pollution Prevention Plan.

The Project will be constructed and operated under the following general requirements and prohibitions:

1. The golf course will be designed in order to reduce surface water drainage that would cause erosion.
2. There shall be no removal of vegetation or disturbance of existing soil conditions except where adequate erosion control and storm water runoff control facilities are installed and operational.
3. Adequate erosion control and storm water runoff control facilities shall be installed, operated, and maintained to manage discharges from areas where existing ground surface conditions have been disturbed.
4. The discharge of surplus waste earthen material to drainage ways is prohibited.
5. The placement of waste earthen materials in such a manner as to allow the discharge of such materials to adjacent undisturbed land areas or to any surface water is prohibited.
6. There shall be no significant modification of stream channel geometry without proper notification of regulatory authorities.
7. Disturbed areas shall be adequately re-stabilized or re-vegetated. Re-vegetated areas shall be continually maintained until vegetation becomes established.
8. Surface flows from the Project site shall be controlled so as to reduce cause of downstream erosion at any point.
9. Surface waste earthen materials shall be removed from the Project site and deposited only at a legal point of disposal or adequately re-stabilized on-site.

10. Areas not subject to construction shall be marked and protected from soil disturbance.
11. Fresh concrete or cement shall not be allowed to contact or enter surface waters.
12. Stormwater runoff collection, pre-treatment, and infiltration disposal facilities for areas of completed construction shall be designed, installed, and maintained to preclude a discharge that exceeds the capacities of the stormwater detention and control system described in the grading plan.

## 5.2 WATER QUALITY MONITORING

Kleinfelder developed the WQMP considering the physical location of the monitoring points, the schedule of sampling, and the selection of the analytical parameters. We chose the analytical parameters as key indicators parameters in monitoring changes in water quality. The analytical assessment consists of monitoring for the following water quality indicator parameters:

<u>LABORATORY PARAMETERS:</u>	<u>SURFACE WATER</u>	<u>UNDERDRAIN LEACHATE</u>
Total Dissolved Solids (TDS)		X
Total Suspended Solids (TSS)	X	
Nitrate Nitrogen	X	X
Ammonia	X	X
Total Kjeldahl Nitrogen (TKN)	X	X
Individual pesticides used during golf course operations	X	X
Total Phosphorus	X	X
 <u>Field Parameters:</u>		
pH	X	X
Turbidity	X	X
Electrical Conductivity	X	X

NOTE: The post-construction sampling/analyses will include analyses for pesticides used on the golf course.

The analyses will be performed by a laboratory certified/approved by the Nevada Division of Environmental Protection (NDEP).

The analytical parameters were selected to identify a variety of sources and pollutants. The following paragraphs present the rationale behind the selection of the analyses.

The TKN analysis is used to monitor for nitrogen and ammonia. The presence of elevated levels of TKN can indicate a relatively new source of pollution. Elevated TKN in upgradient Thomas Creek monitoring station SW-1 may indicate off-site degradation from septic systems leaching into the surface water. The ammonia analysis is used to assess the relative age or "freshness" of the



pollutants and to distinguish between organic and inorganic nitrogen in the TKN analysis. The nitrate and total phosphorous analyses will be used to monitor for the hydrolyzed fertilizers. The TSS analysis is used to monitor for erosion/runoff of sediment into Thomas and Dry Creeks during the Project construction and operation. TDS concentration is monitored in the groundwater to assess changes in dissolved materials due to surface activity.

During the post-construction sampling of the golf course, each individual pesticide that is applied will be analyzed in both underdrain and surface water samples.

The field parameters, pH, electrical conductivity, and turbidity are used to monitor water quality changes and to support laboratory analyses. A significant change in any of the field parameters could indicate a change in water quality, either a natural seasonal change or a response to the Project construction and operation. Electrical conductivity can be used to estimate TDS and turbidity, and to some extent can be used to estimate TSS.

Sampling station locations, on Thomas and Dry Creeks and golf green leachate sampling locations were selected to assess surface water quality entering and exiting the Project. The underdrain water collection systems will help assess fertilizer leaching in the vadose zone before it can degrade groundwater. The selected golf course green underdrain systems will be sampled a minimum of once for baseline data.

#### 5.2.1 Surface Water Monitoring Plan

The water quality monitoring of Thomas and Dry Creeks includes sampling, laboratory analysis, and assessment of the results. Both creeks will be sampled at an upstream and downstream stations. Station SW-1 is located where Thomas Creek enters the Project property, and SW-2 is located where it exits the Project. Monitoring of Dry Creek sampling station SW-3 and SW-4, will depend whether it is flowing. During spring snow melt, Dry Creek may flow, but is dry the majority of the year. Dry Creek will be sampled if it is flowing during the scheduled sampling dates. Plate 2 shows the approximate sampling station locations.

In order to establish a concentration baseline for the monitored parameters, the two surface water stations will be sampled a minimum of one times prior to construction start-up. Appendix B contains a summary table of analytical results for the upper Thomas Creek measured by NDEP. The baseline data will be used later to compare construction and operation concentrations for each parameter.

During construction of the Project, Thomas and Dry Creek will be sampled quarterly for the laboratory analytical parameters 5.2. In addition, monthly volumetric flow measurements for Thomas will be obtained from the NDEP. NDEP measures the flow and samples the water monthly. Section 6.0 presents possible mitigating options to be considered.

*Wade County*

We understand WCDCP will require tri-annual monitoring of the surface water following the first round of seeding/fertilization. The tri-annual sampling will be performed in the spring, summer and late fall of each year. If construction or post-construction concentrations are statistically significantly different than pre-construction levels, corrective measures will be implemented. Appendix B, summarizes the monitoring schedule.

The table in section 5.2.2 summarizes the monitoring schedule.

### 5.2.2 Vadose Zone Groundwater Monitoring Plan

The water entering the vadose will be sampled from golf course green underdrain systems and analyzed to assess changes in water quality with time under golf greens 1, 4, and 6. Monitoring vadose zone water quality will help assess if groundwater can potentially be impacted.

Like the surface water, a baseline for pre-operation water quality will be established using analytical results from a minimum of one sampling events performed prior to the first chemical application/fertilization. Plate 2 shows the locations of the greens to be sampled.

The baseline, golf green, underdrain water quality monitoring will be performed a minimum of one time before the first chemical/fertilizer application to the golf course. The monitoring will include sampling, chemical analysis, and comparison to baseline concentrations. The data will be monitored in order to assess increasing concentrations at depth of analytical parameters. If concentrations appear to be increasing significantly, procedures will be modified. Section 6.0 presents possible golf course operation management techniques, and construction methods to mitigate the source/problems.

Golf course operation (post-construction) monitoring will be performed tri-annually each year following the first round of chemical/fertilization. The analytical constituents will be the same as the baseline events with the addition of analyses for individual pesticides used on the golf course. The tri-annual sampling will be performed in the spring, summer, and late fall of each year in conjunction with the surface water sampling. Table 1 summarizes the surface and vadose zone sampling schedule.

**TABLE 1**

**SURFACE AND VADOSE ZONE  
MONITORING SCHEDULE**

**SOUTHWEST POINTE GOLF COURSE WATER QUALITY MANAGEMENT PLAN  
RENO, NEVADA**

	<b>Pre-Construction Baseline</b>	<b>Construction</b>	<b>Golf Course Operation</b>
Surface Water - Thomas and Dry Creeks	Minimum of One Sampling Event	Quarterly Sampling and Reporting	Tri-annual Sampling and Reporting
Golf Green Underdrain Monitoring	Not Applicable	Minimum of One Baseline Sampling Event Before First Chemical Application	Tri-annual Sampling and Reporting

**5.2.3 Water Quality Reporting**

The golf course construction quarterly surface water monitoring results will be presented to WCDP in a letter format summarizing monitoring events, analytical data and findings/conclusions. The letter report will be submitted to WCDP and NDEP within 30 days of Southwest Pointe receiving analytical report data. The letter report will discuss the changes in water quality, if any. Additionally, a tabulation of current, post, and baseline analytical data will be included. When the tri-annual sampling begins, the report presentation will coincide with sampling events.

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## 6.0 MITIGATION OPTIONS

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The water quality monitoring program was designed to detect changes in water quality. If water quality changes are detected and show a trend of increasing concentration, or if water quality standards are approached, mitigating options will be considered. The options available range from management techniques to physical abatement structures. The following items represents possible mitigation alternatives:

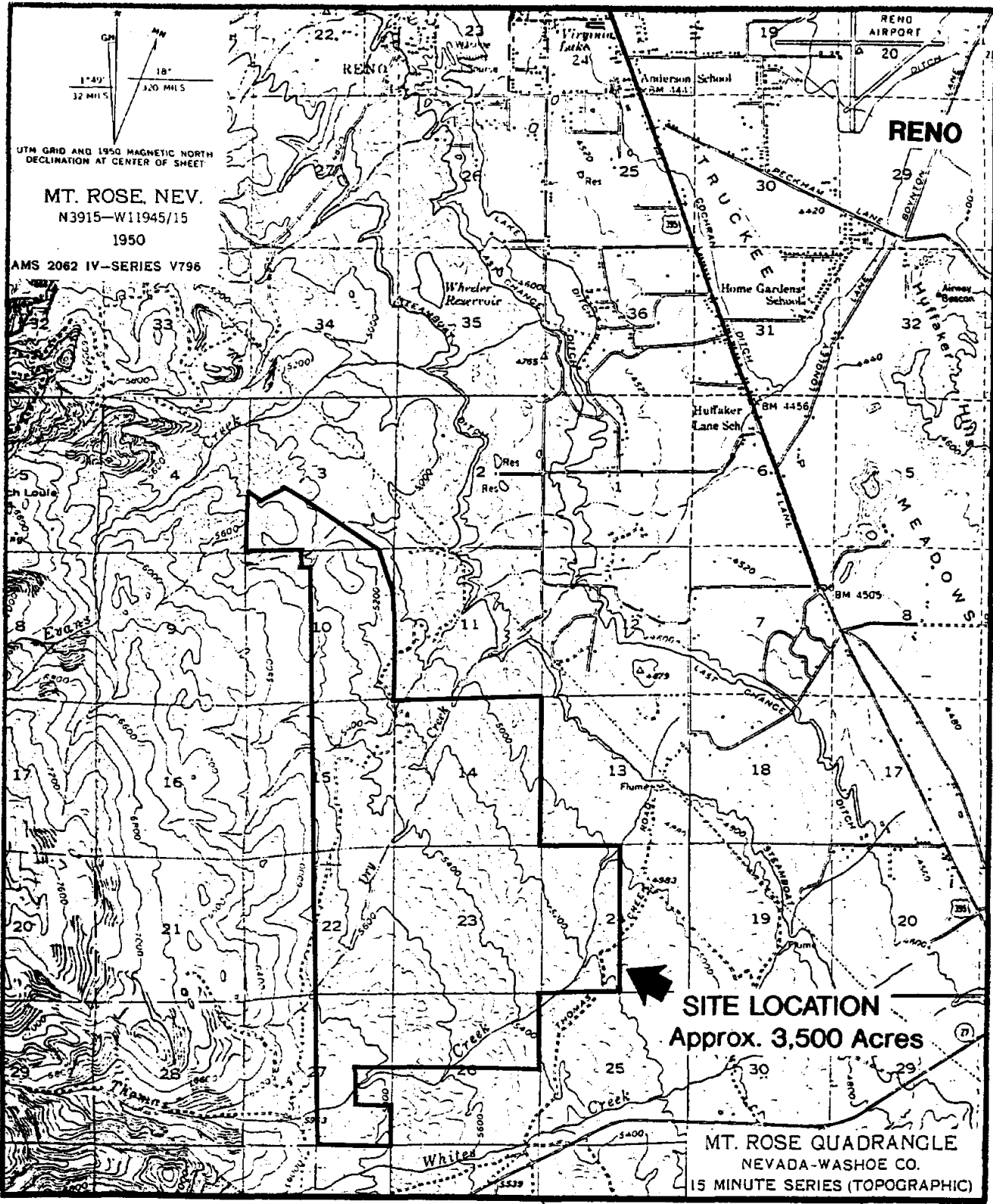
- Elimination or exchange of a potential environmentally unsafe material for a less harmful material/chemical.
- Reduction of the concentration or frequency of chemical application.
- Modification to the irrigation frequency/timing.
- Collection and treatment of underdrain leachate.

---

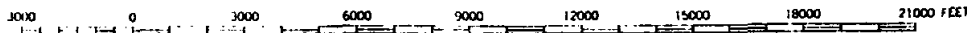
## 7.0 REFERENCES


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SCALE 1:62500



 <b>KLEINFELDER</b>	DATE: <b>APRIL 1996</b>
	PROJECT NO. <b>30-2447-02</b>

**SITE LOCATION MAP**  
**WATER QUALITY MANAGEMENT PLAN**  
**SOUTHWEST POINTE GOLF COURSE**  
**WASHOE COUNTY, NEVADA**

PLATE  
**1**



DIVISION OF ENVIRONMENTAL PROTECTION  
BUREAU OF WATER QUALITY PLANNING  
SURFACE/GRAB SAMPLES

STEAMBOAT CREEK SYSTEM  
FEBRUARY 1986

DATE	TIME	00810 NITRATE MG/L N	00808 M. AMMONIUM MG/L N	00571 PHOSPHORUS MG/L P	00665 PHOSPHORUS TOT MG/L P	00841 CHLORIDE DIS MG/L	00946 SULFATE DIS MG/L SO4	00410 TEMP DEG C	00081 FLOW UN81 CF8	00040 MEAN DAY CF8	00719 OXYGEN DSS MG/L	31879 FECAL BTREP #/100ML	31813 FECAL COLI #/100ML	31648 E. COLI #/100ML	00335 COD	00310 BOD
THOMAS CREEK																
310207	01-Feb-89	1255	0.05	0.10 K	0.04	0	0	15	5.00		12.0	90	10 K		14.50	0.70
310207	05-Apr-89	1212	0.05	0.10 K	0.04	0	0	8.0	4.00		9.2	20	10 K		9.20	1.00
310207	06-Jun-89	1059	0.02	0.10 K	0.03	0	0	8.8	2.00		10.0	50	10 K		8.20	
310207	01-Aug-89	1046	0.04	0.10 K	0.04	0	0	10.0	1.00		9.0	470	10		14.20	
310207	05-Oct-89	1045	0.02	0.10 K	0.04	0	0	6.5			10.2	30	10 K		10.70	
310207	05-Oct-89	1045	0.02	0.10 K	0.04	0	0	-0.5			12.7	30	10 K		7.80	
310207	14-Feb-88	1050	0.02	0.10 K	0.04	0	0	-3.6			14.5	10	10 K		1.40	
310207	10-Apr-80	1044	0.04	0.10 K	0.04	0	0	11.3	3.00		11.3	10	10 K		10.40	
310207	05-Jun-80	1055	0.03	0.10 K	0.04	0	0	5.0	3.00		10.8	40	10 K		6.50	
310207	07-Aug-80	1055	0.02	0.10 K	0.04	0	0	15.5	1.00		10.8	10 K	10 K		8.50	
310207	09-Oct-80	1043	0.00	0.10 K	0.04	0	0	3.5	4.00		10.8	10 K	10 K		8.50	
310207	04-Dec-80	1043	0.01	0.10 K	0.04	0	0	1.3	2.00		10.7	120	10 K		6.40	
310207	05-Feb-81	1025	0.02	0.10 K	0.04	0	0	2.0	4.00		11.3	10 K	10 K		6.10	
310207	09-Apr-81	1110	0.01	0.10 K	0.04	0	0	4.5	3.00		8.2	320	10 K		9.80	
310207	05-Jun-81	1100	0.02	0.10 K	0.04	0	0	7.1	2.00		5.0	10	10 K		1.80	
310207	14-Aug-81	1110	0.00	0.10 K	0.05	0	0	8.5	2.00		10.5	10	10 K		1.40	
310207	16-Oct-81	1150	0.01	0.10 K	0.05	0	0	0.0	2.00		11.6	10	10 K		13.50	
310207	03-Dec-81	1145	0.01	0.10 K	0.04	0	0	4.9	1.00		8.1	150	10 K		8.60	
310207	04-Feb-82	1140	0.00	0.10 K	0.04	0	0	7.5	1.00		9.3	40	10 K		2.10	
310207	07-Apr-82	1133	0.01	0.10 K	0.05	0	0	2.0	2.00		9.0	10 K	10 K		6.50	
310207	07-Jun-82	1125	0.02	0.10 K	0.04	0	0	13.0	1.00	0.03	9.4	10 K	10 K		12.2	
310207	11-Aug-82	1155	0.02	0.10 K	0.04	0	0	0.0	2.00		10.2	10	10 K		7.30	
310207	13-Oct-82	1130	0.02	0.10 K	0.04	0	0	3.5	5.00	7	8.3	10	10 K		0.80	
310207	15-Dec-82	1150	0.02	0.10 K	0.04	0	0	2.0	3.00		8.3	20	10 K		15.10	
310207	08-Feb-83	1200	0.00	0.10 K	0.04	0	0	7.3	3.00		8.4	120	10 K		2.00	
310207	13-Apr-83	1215	0.05	0.10 K	0.04	0	0	11.0	2.00		8.4	300	10 K		3.70	
310207	04-May-83	1140	0.04	0.10 K	0.04	0	0	6.0	1.00		10.3	180	10 K		8.00	
310207	08-Jun-83	1220	0.03	0.10 K	0.05	0	0	1.3	3.00		9.6	10	10 K		1.00	
310207	10-Aug-83	1270	0.03	0.10 K	0.03	0	0	6.0	3.00		8.9	250	10 K		11.00	
310207	08-Sep-83	1150	0.03	0.10 K	0.05	0	0	12.0	0.70		8.4	40	10 K		2.00 K	
310207	06-Oct-83	1155	0.04	0.10 K	0.04	0	0	0.9	1.00		9.9	180	10 K		6.00	
310207	07-Dec-83	1140	0.04	0.10 K	0.04	0	0	0.9	1.00		11.0	10 K	10 K		17.00	
310207	08-Feb-84	1205	0.01	0.10 K	0.04	0	0	1.0	2.00		11.2	20	10 K		1.60	
310207	07-Jun-84	1215	0.02	0.10 K	0.04	0	0	1.0	4		10.6	10 K	10 K		8.00	
310207	07-Aug-84	1115	0.04	0.10 K	0.04	0	0	5.5	6.00		9.5	50	10 K		1.40	
310207	11-Oct-84	1125	0.02	0.10 K	0.05	0	0	8.0			9.8	150	10 K			
310207	14-Dec-84	1125	0.01	0.10 K	0.03	0	0	6.0			10.2	60	10 K			
310207	15-Feb-85	1120	0.03	0.10 K	0.04	0	0	6.0								
310207	11-Apr-85	1205	0.02	0.10 K	0.04	0	0	6.0								
310207	13-Jun-85	1120	0.02	0.10 K	0.04	0	0	6.0								
310207	08-Aug-85	1130	0.01	0.10 K	0.04	0	0	6.0								
310207	08-Oct-85	1130	0.01	0.10 K	0.04	0	0	6.0								

P=TOO NUMEROUS TO COUNT

C-CALCULATED VALUE

O-SAMPLED, BUT ANALYSIS NOT PERFORMED

K-LESS THAN

L-GREATER THAN



DIVISION OF ENVIRONMENTAL PROTECTION  
 BUREAU OF WATER QUALITY PLANNING  
 SURFACE/GRAB SAMPLES

STEAMBOAT CREEK SYSTEM  
 FEBRUARY 1996

DATE	TIME	UG/L	01027 Cd	01034 Cr	01042 Cu	01045 Fe	01051 Pb	71900 Hg	01147 S <sub>p</sub>	01092 Zn	01002 As	01022 B	00918 C <sub>2</sub>	00829 Na	00921 Hg	00931 SAR	46870 HARDNESS
			UG/L	UG/L	UG/L	UG/L	UG/L	UG/L	UG/L	UG/L	UG/L	UG/L	MG/L	MG/L	MG/L		MG/L
THOMAS CREEK																	
310207	01-Aug-89	1048	1.0 K	5.0 K	40.0	320.0	5.0 K	0.5 K	1.0 K	30.0	0.0	0.0					
310207	03-Dec-91	1145	1.0 K	6.0 K	0.0	200.0	5.0 K	0.5 K	1.0 K	0.0	3.0 K	0.0					
310207	08-Feb-94	1203	1.0	5.0	0.0	150.0	5.0 K	0.5 K	1.0 K	0.0	3.0 K	0.0	8.0	7.0	4.0	0.5	36

C=CALCULATED VALUE  
 O=SAMPLED, BUT ANALYSIS NOT PERFORMED

K=LESS THAN  
 L=GREATER THAN

PRINT OR TYPE ONLY  
 DO NOT WRITE ON BACK

WELL DRILLER'S REPORT

Please complete this form in its entirety in accordance with NRS 534.170 and NAC 534.340

Log No. \_\_\_\_\_  
 Permit No. \_\_\_\_\_  
 Basin \_\_\_\_\_

NOTICE OF INTENT NO. 20755

1. OWNER WASHOE COUNTY UTILITY ADDRESS AT WELL LOCATION TH-1  
 MAILING ADDRESS DIVISION NONE  
Box 11130 Reno NV 89520  
 2. LOCATION NW 1/4 NW 1/4 Sec. 24 T. 18 N. R. 19 E. WASHOE County  
 PERMIT NO. 57160 Issued by Water Resources Parcel No. NA Subdivision Name NA

3. WORK PERFORMED  
 New Well  Replace  Recondition  
 Deepen  Abandon  Other \_\_\_\_\_  
 4. PROPOSED USE  
 Domestic  Irrigation  Test  
 Municipal/Industrial  Monitor  Stock  
 5. WELL TYPE  
 Cable  Rotary  RVC  
 Air  Other \_\_\_\_\_

6. LITHOLOGIC LOG

Material	Went Strata	From	To	Thick-ness
SILT SAND, GRVL		0	240	240
COBBLES				
SANDY, SILTY CLAY		240	300	60
CLAY		300	320	20
GRVLY, SANDY CLAYS		320	460	140
CLAY, SANDY GRVL		460	510	50
CLAY ALTERED ANDESITE		510	580	70
HARD ANDESITE		580	590	10

8. WELL CONSTRUCTION  
 Depth Drilled 590 Feet Depth Cased: 504 Feet  
 HOLE DIAMETER (BIT SIZE)  
 From 8 3/4 Inches To 0 Feet 590 Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet \_\_\_\_\_ Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet \_\_\_\_\_ Feet

CASING SCHEDULE

Size O.D. (Inches)	Weight/Ft. (Pounds)	Wall Thickness (Inches)	From (Feet)	To (Feet)
<u>2 1/2</u>		<u>1/4</u>	<u>+4</u>	<u>504</u>

Perforations:  
 Type perforation SAW CUT  
 Size perforation 3 x 3/8"  
 From 189 feet to 504 feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet

Surface Seal:  Yes  No  
 Depth of Seal 50 FT  
 Placement Method:  Pumped  Poured  
 Gravel Packed:  Yes  No  
 From 50 feet to 504 feet

Seal Type:  
 Neat Cement  
 Cement Grout  
 Concrete Grout

9. WATER LEVEL  
 Static water level 211.1 ? feet below land surface  
 Artesian flow No G.P.M. \_\_\_\_\_ P.S.I. \_\_\_\_\_  
 Water temperature Cold °F Quality \_\_\_\_\_ ?

Date started 6/3, 1992  
 Date completed 6/17, 1992

7. WELL TEST DATA

TEST METHOD:	G.P.M.	Draw Down (Feet Below Static)	Time (Hours)
<input type="checkbox"/> Bailer <input type="checkbox"/> Pump <input checked="" type="checkbox"/> Air Lift	<u>410</u>		<u>6</u>

10. DRILLER'S CERTIFICATION  
 This well was drilled under my supervision and the report is true to the best of my knowledge.  
 Name NEVADA DRILLING, INC Contractor  
 Address Box 21548 Contractor  
CARSON CITY, NV 89721  
 Nevada contractor's license number issued by the State Contractor's Board 13697A  
 Nevada driller's license number issued by the Division of Water Resources, the on-site driller 1790  
 Signed Joe Leitch  
 By driller performing actual drilling on site or contractor  
 Date 11/20/92

Log No. \_\_\_\_\_  
 Permit No. \_\_\_\_\_  
 Basin \_\_\_\_\_

PRINT OR TYPE ONLY  
 DO NOT WRITE ON BACK

**WELL DRILLER'S REPORT**  
 Please complete this form in its entirety in  
 accordance with NRS 534.170 and NAC 534.340

NOTICE OF INTENT NO 20756

1. OWNER WASHOE COUNTY UTILITY ADDRESS AT WELL LOCATION TH-2  
 MAILING ADDRESS DIVISION  
Box 11130 RENO, NV 89520  
 2. LOCATION NE 1/4 SE 1/4 Sec. 15 T. 18 N. R. 19 E. WASHOE County  
 PERMIT NO. \_\_\_\_\_ Issued by Water Resources Parcel No. \_\_\_\_\_ Subdivision Name NA

3. WORK PERFORMED  
 New Well  Replace  Recondition  
 Deepen  Abandon  Other \_\_\_\_\_  
 4. PROPOSED USE  
 Domestic  Irrigation  Test  
 Municipal/Industrial  Monitor  Stock  
 5. WELL TYPE  
 Cable  Rotary  RVC  
 Air  Other \_\_\_\_\_

6. LITHOLOGIC LOG

Material	Water Strata	From	To	Thick-ness
COARSE SANDS		0	69	69
GRUUS, COBBLES				
SANDY, SILTY, CLAY		69	80	11
COARSE SAND/GRUUS		80	100	20
SOFT SILTSTONE OF TRUCKEE FM		100	220	120
SILTY SANDSTONE OF TRUCKEE FM		220	308	88
CLAY ALTERED ANDESITE		308	320	12
HARD ANDESITE		320	340	20

8. WELL CONSTRUCTION  
 Depth Drilled 340 Feet Depth Cased 313 Feet  
 HOLE DIAMETER (BIT SIZE)  
 From 8 3/4 Inches To 0 Feet 313 Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet \_\_\_\_\_ Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet \_\_\_\_\_ Feet

CASING SCHEDULE

Size O.D. (Inches)	Weight/Ft. (Pounds)	Wall Thickness (Inches)	From (Feet)	To (Feet)
<u>2 1/2</u>		<u>1/4</u>	<u>+4</u>	<u>313</u>

Perforations:  
 Type perforation SAW CUT  
 Size perforation 3/32  
 From 82 feet to 313 feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet

Surface Seal:  Yes  No Seal Type:  
 Depth of Seal 50  Neat Cement  
 Placement Method:  Pumped  Cement Grout  
 Poured  Concrete Grout  
 Gravel Packed:  Yes  No  
 From 50 feet to 340 feet

9. WATER LEVEL  
 Static water level 96.7 ? feet below land surface  
 Artesian flow NO G.P.M. \_\_\_\_\_ P.S.I. \_\_\_\_\_  
 Water temperature Cold °F Quality \_\_\_\_\_ ?

10. DRILLER'S CERTIFICATION  
 This well was drilled under my supervision and the report is true to the best of my knowledge.  
 Name NEVADA DRILLING, INC. Contractor  
 Address Box 21548 Contractor  
CARSON CITY, NV 89721  
 Nevada contractor's license number issued by the State Contractor's Board 13697A  
 Nevada driller's license number issued by the Division of Water Resources, the on-site driller 1790  
 Signed Joe Perish  
 By driller performing actual drilling on site or contractor  
 Date 11/20/92

Date started 6/19 1992  
 Date completed 6/24 1992

7. WELL TEST DATA

TEST METHOD:  Bailer  Pump  Air Lift

G.P.M.	Draw Down (Feet Below Static)	Time (Hours)
<u>+20</u>		<u>6-8</u>

STATE OF NEVADA  
 DIVISION OF WATER RESOURCES  
**WELL DRILLER'S REPORT**

OFFICE USE ONLY  
 Log No. \_\_\_\_\_  
 Permit No. \_\_\_\_\_  
 Basin \_\_\_\_\_

PRINT OR TYPE ONLY  
 DO NOT WRITE ON BACK

Please complete this form in its entirety in accordance with NRS 534.170 and NAC 534.340

NOTICE OF INTENT NO. 20757

1. OWNER WASHOE COUNTY UTILITY ADDRESS AT WELL LOCATION TH-3  
 MAILING ADDRESS DIVISION  
BOX 11130 RENO, NV 89520  
 2. LOCATION SE 1/4 NE 1/4 Sec. 22 T. 18 N/S R. 19 E WASHOE County  
 PERMIT NO. M10-363 Parcel No. NA Subdivision Name NA  
Issued by Water Resources

3. WORK PERFORMED  
 New Well  Replace  Recondition  
 Deepen  Abandon  Other \_\_\_\_\_  
 4. PROPOSED USE  
 Domestic  Irrigation  Test  
 Municipal/Industrial  Monitor  Stock  
 5. WELL TYPE  
 Cable  Rotary  RVC  
 Air  Other \_\_\_\_\_

6. LITHOLOGIC LOG

Material	Water Strata	From	To	Thickness
SILT SAND, GRVCL		0	100	100
CLAY, SILT, SAND		100	280	180
SILTSTONE OF TREUCREE FM		280	400	120
SANDY, PEBBLY, SILT		400	560	160
ALTERED VOLCANICS		560	585	25
CLAYEY, PEBBLY, SILT		585	635	50
ALTERED VOLCANICS & BED ROCK		635	680	45

8. WELL CONSTRUCTION 627  
 Depth Drilled 680 Feet Depth Cased \_\_\_\_\_ Feet  
 HOLE DIAMETER (BIT SIZE)  
8 3/4 Inches From 680 Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet

CASING SCHEDULE

Size O.D. (Inches)	Weight/Ft. (Pounds)	Wall Thickness (Inches)	From (Feet)	To (Feet)
<u>2 1/2</u>		<u>1/4</u>	<u>11</u>	<u>627</u>

Perforations:  
 Type perforation SAWCUT  
 Size perforation 3 x 3/32  
 From \_\_\_\_\_ feet to 627 feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet

Surface Seal:  Yes  No Seal Type:  
 Neat Cement  
 Cement Grout  
 Concrete Grout  
 Placement Method:  Pumped  
 Poured  
 Gravel Packed:  Yes  No 627  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet

9. WATER LEVEL ?  
 Static water level No feet below land surface  
 Artesian flow Good G.P.M. ? P.S.I.  
 Water temperature \_\_\_\_\_ °F Quality \_\_\_\_\_

Date started 6/26 1992  
 Date completed 7/2 1992

7. WELL TEST DATA

TEST METHOD:	G.P.M.	Draw Down (Feet Below Static)	Time (Hours)
<input type="checkbox"/> Bailer <input type="checkbox"/> Pump <input checked="" type="checkbox"/> Air Lift	<u>120</u>		<u>6-8</u>

10. DRILLER'S CERTIFICATION  
 This well was drilled under my supervision and the report is true to the best of my knowledge.  
NEVADA DRILLING, INC  
 Name \_\_\_\_\_  
 Address Box 21548  
CARSON CITY, NV 89721  
 Nevada contractor's license number issued by the State Contractor's Board 13697  
 Nevada driller's license number issued by the Division of Water Resources, the on-site driller 1790  
 Signed Joe Perich  
 By driller performing actual drilling on site or contractor  
 Date 11/20/92



Log No. \_\_\_\_\_  
 Permit No. \_\_\_\_\_  
 Basin \_\_\_\_\_

PRINT OR TYPE ONLY  
 DO NOT WRITE ON BACK

WELL DRILLER'S REPORT

Please complete this form in its entirety in accordance with NRS 534.170 and NAC 534.340

NOTICE OF INTENT NO. 20759

1. OWNER WASHOE COUNTY UTILITY ADDRESS AT WELL LOCATION TH-5  
 MAILING ADDRESS DIVISION  
Box 11130 RENO, NV 89520  
 2. LOCATION NE 1/4 SW 1/4 Sec 14 T. 18 N. R. 19 E. WASHOE County  
 PERMIT NO. 57162 Issued by Water Resources Parcel No. NA Subdivision Name NA

3. WORK PERFORMED  
 New Well  Replace  Recondition  
 Deepen  Abandon  Other \_\_\_\_\_  
 4. PROPOSED USE  
 Domestic  Irrigation  Test  
 Municipal/Industrial  Monitor  Stock  
 5. WELL TYPE  
 Cable  Rotary  RVC  
 Air  Other \_\_\_\_\_

6. LITHOLOGIC LOG

Material	Water Strata	From	To	Thick-ness
SANDS, GRAVEL, COBBLES		0	85	85
BLORS				
SANDS, GRAVEL, SILTS		85	155	70
SILTY CLAY		155	200	45
TRUCKEE FM		200	400	200
SILTSTONE				
CLAY, ALTERED		400	575	175
VOLCANICS				
ANDESITE		575	630	55

8. WELL CONSTRUCTION  
 Depth Drilled 630 Feet Depth Cased 605 Feet  
 HOLE DIAMETER (BIT SIZE)  
 From 0 To 630  
8 3/4 Inches Feet  
 \_\_\_\_\_ Inches Feet  
 \_\_\_\_\_ Inches Feet

CASING SCHEDULE

Size O.D. (Inches)	Weight/Ft. (Pounds)	Wall Thickness (Inches)	From (Feet)	To (Feet)
<u>2 1/2</u>		<u>1/4</u>	<u>4</u>	<u>605</u>

Perforations:  
 Type perforation SAWCUT  
 Size perforation 3 x 3/32  
 From 357 feet to 605 feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet

Surface Seal:  Yes  No Seal Type:  
 Neat Cement  
 Cement Grout  
 Concrete Grout  
 Depth of Seal 50  
 Placement Method:  Pumped  Poured  
 Gravel Packed:  Yes  No  
 From 50 feet to 630 feet

9. WATER LEVEL  
 Static water level 148 feet below land surface  
 Artesian flow NO G.P.M. \_\_\_\_\_ P.S.I. \_\_\_\_\_  
 Water temperature 60.0 °F Quality \_\_\_\_\_

10. DRILLER'S CERTIFICATION  
 This well was drilled under my supervision and the report is true to the best of my knowledge.  
 Name NEVADA DRILLING, INC Contractor  
 Address Box 2154B Contractor  
CARSON CITY, NV 89721  
 Nevada contractor's license number issued by the State Contractor's Board 13697A  
 Nevada driller's license number issued by the Division of Water Resources, the on-site driller 1790  
 Signed Joe Reisch  
 Driller performing actual drilling on site or contractor  
 Date 11/20

Date started 8/5, 1992  
 Date completed 8/19, 1992

7. WELL TEST DATA

TEST METHOD:		
G.P.M.	Draw Down (Feet Below Static)	Time (Hours)
<u>2.0 ±</u>		<u>8</u>

**APPENDIX D**

**Application for Authorization to Use**

**APPENDIX D  
APPLICATION FOR AUTHORIZATION TO USE  
WATER QUALITY MANAGEMENT PLAN  
SOUTHWEST POINTE GOLF COURSE  
RENO, NEVADA**

**May 13, 1996**

TO: Kleinfelder, Inc.  
3189 Mill Street  
Reno, Nevada 89502

FROM: (Please clearly identify name and address of person/entity applying for permission to use or copy this document)

Gentlemen:

Applicant \_\_\_\_\_ hereby applies for permission to:  
[State here the use(s) contemplated]

for the purpose(s) of:  
[State here why you wish to do what is contemplated as set forth above]

Applicant understands and agrees that "Water Quality Management Plan, Southwest Pointe Golf Course, Reno, Nevada," dated May 13, 1996, Job No. 30-2447-02, is a copyrighted document, that Kleinfelder, Inc. is the copyright owner and that unauthorized use or copy of said document is strictly prohibited without the express written permission of Kleinfelder, Inc. Applicant understands that Kleinfelder, Inc. may withhold such permission at its sole discretion, or grant such permission upon such terms and conditions as it deems acceptable, such as the payment of a re-use fee.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Applicant*  
By: \_\_\_\_\_  
*Name*  
\_\_\_\_\_  
*Title*





FAX TRANSMITTAL FROM:

ROBERT M. SADER, LTD.  
A Professional Legal Corporation  
462 COURT STREET  
RENO, NEVADA 89501  
702-329-8310  
702-329-8591 FAX NUMBER

DATE: 5-10-96

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET): 4

TO: Don Young, Kristene Klein  
Brita + Mike Mohler

FROM: Bob Sader

RE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The information contained in this FAX is confidential and/or privileged. This FAX is intended to be received initially by only the individual named above. If the reader of this TRANSMITTAL PAGE is not the intended recipient or a representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this FAX or the information contained herein is prohibited. If you have received this FAX in error, please immediately notify the sender by telephone and return this FAX to the sender at the above address. Thank You.

**ROBERT M. SADER, LTD.**  
**A PROFESSIONAL LEGAL CORPORATION**  
**462 COURT STREET**  
**RENO, NEVADA 89501-1796**  
**(702) 329-8310**  
**FAX (702) 329-8591**

May 10, 1996

Don Young  
 Department of Development Review  
 P.O. Box 11130  
 Reno, Nevada 89520

**TRANSMITTED BY FACSIMILE:**  
**(702) 328-3648**

Kristine Klein  
 Department of Public Works  
 P.O. Box 11130  
 Reno, Nevada 89520

Re: Southwest Pointe

Dear Don and Kristine:

*The purpose of this letter is to comply with Condition 8 of the General Conditions specified in DA9-1-93 (Southwest Pointe), as amended on May 7, 1996 by action of the Washoe County Planning Commission. Condition 8 specifies that the developer shall define a process to insure that the maintenance and replacement of streets, parking areas, lighting, landscaping, recreational facilities, utilities, and other private infrastructure shall be performed by the homeowners associations and shall be perpetually funded. The condition further specifies that the County Engineer and the Department of Development Review shall be responsible for determining compliance with this condition.*

*The legal instrument creating the process for maintenance and replacement of the facilities listed above ("common areas") will be the declaration of covenants, conditions and restrictions (CC&Rs). The CC&Rs will be drafted, approved by county staff, and recorded at or before the time of the recording of the first final map in this project.*

*The CC&Rs shall require the creation of the Southwest Pointe Association, a Nevada nonprofit corporation, as a homeowners association, to be responsible for the maintenance and replacement of common areas. Common areas, such as those facilities specified above, will be specifically identified in the CC&Rs and will be owned by the association, either as easements or with fee simple title transferred to the association.*

Don Young  
Kristine Klein  
May 10, 1996  
Page 2

The association will have a board of directors elected by the members. The members will include all lot owners, and owners of other real property, within the project, with equal voting power based on real estate owned. On an annual basis the board of directors will create a budget for the association, which will provide funding for the maintenance and replacement of common areas. The budget will be premised on a plan of ongoing maintenance for all common areas. The budget will include a substantial reserve for future major capital expenditures (street overlays, roof repairs, etc.) and emergencies, as well as the necessary administrative costs of such an association (accounting, insurance, administrative fees, employee salaries (if any), etc.). The members will be required to approve a budget at least annually.

Once the annual budget is approved, assessments will be levied against all properties within the project on an equal basis based on the income necessary to be generated to meet budgetary demands. Property subject to assessments will be liened automatically under Chapter 116 of the Nevada Revised Statutes. The county will be included as a third party beneficiary of these assessment and lien provisions in order to enforce the funding requirements and lien rights, if this should ever be necessary.

Associations in large, private communities such as this one generally have big budgets and significant ongoing business activities. In essence, the association becomes a form of private government run by the homeowners for their own benefit and, because the assessments against each homeowner's lot are significant, the association members tend to have much input into the budgetary process and the governance of the association. Due to the size and extent of the assets and activities of the association, there is little likelihood that this particular homeowners association will be one of those neglected, underfunded entities in small subdivisions with which the county has had some bad experiences. The homeowners living in this project will have large sums invested in their residences, and will demand a high standard for landscaping, road repair and maintenance of common areas.

Don Young  
Kristine Klein  
May 10, 1996  
Page 3

Please let me know if there is any further information you would like to have for compliance with Condition No. 8 of the General Conditions of DA9-1-93. Of course, the CC&Rs will provide more detail for the process of maintenance and replacement of common areas, and will be submitted for county review at the appropriate time.

Sincerely,



ROBERT M. SADER

RMS/mw

cc: Brita Tryggvi  
Mike Mohler

**ROBERT M. SADER, LTD.**  
A PROFESSIONAL LEGAL CORPORATION  
462 COURT STREET  
RENO, NEVADA 89501-1796  
(702) 329-8310  
FAX (702) 329-8591

May 10, 1996

Don Young  
Department of Development Review  
P.O. Box 11130  
Reno, Nevada 89520

**TRANSMITTED BY FACSIMILE:**  
**(702) 328-3648**

Kristine Klein  
Department of Public Works  
P.O. Box 11130  
Reno, Nevada 89520

Re: Southwest Pointe

Dear Don and Kristine:

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Don Young  
Kristine Klein  
May 10, 1996  
Page 2

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Associations in large, private communities such as this one generally have big budgets and significant ongoing business activities. In essence, the association becomes a form of private government run by the homeowners for their own benefit and, because the assessments against each homeowner's lot are significant, the association members tend to have much input into the budgetary process and the governance of the association. Due to the size and extent of the assets and activities of the association, there is little likelihood that this particular homeowners association will be one of those neglected, underfunded entities in small subdivisions with which the county has had some bad experiences. The homeowners living in this project will have large sums invested in their residences, and will demand a high standard for landscaping, road repair and maintenance of common areas.

Don Young  
Kristine Klein  
May 10, 1996  
Page 3

Please let me know if there is any further information you would like to have for compliance with Condition No. 8 of the General Conditions of DA9-1-93. Of course, the CC&Rs will provide more detail for the process of maintenance and replacement of common areas, and will be submitted for county review at the appropriate time.

Sincerely,



ROBERT M. SADER

RMS/mw

cc: Brita Tryggvi  
Mike Mohler



May 9, 1996  
Project No. 88-003.20

**RECEIVED**  
**MAY 10 1996**  
WASHOE COUNTY  
DEVELOPMENT REVIEW  
2:57pm

Mr. Dave Price, P.E., County Engineer  
Washoe County Dept. of Public Works  
P.O. Box 11130  
Reno, NV 89520

**Re: Southwest Pointe Construction Traffic Haul Route Plan  
(Case No. DA9-1-93)**

Dear Dave,

This correspondence has been prepared to satisfy Condition #12 which reads as follows:

- 12. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. Construction traffic is prohibited from using Thomas Creek Road between Zolezzi Lane and Whites Creek Lane. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal



- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

In considering construction traffic haul routes, two distinct scenarios exist. First, the permanent or long-term route, and second, the initial or Phase 1 development requirement. This letter addresses both situations.

### **Primary Construction Traffic Haul Route**

The primary, long-term construction traffic haul route will use Mt. Rose Highway to Wedge Parkway to Whites Creek Lane into the project. (When Whites Creek Lane is constructed to Zolezzi Lane, the construction haul route could be South Virginia to Zolezzi Lane to Whites Creek Lane into the project.) Per the conditions of approval, Whites Creek Lane must be utilized prior to the issuance of the 35th building permit. Along those lines, it is the intent of the developer to construct this segment of Whites Creek Lane (i.e., east of Thomas Creek Road) to a level sufficient for construction traffic

prior to the 35th building permit. This means the roadway would at least be rough graded to the ultimate horizontal and vertical alignment. It would not be necessary to be paved for construction traffic. Any paving which is completed would be to a standard adequate for construction traffic loading.

The existing segments of this route (Mt. Rose Highway and Wedge Parkway) are newly constructed roadways and are designated truck routes. Therefore, no additional geotechnical evaluation is required.

### Phase 1 Construction Traffic Haul Route

The Phase 1 construction traffic haul route will be Mt. Rose Highway to Thomas Creek Road to Whites Creek Lane into the project. Per the conditions of approval, this route is allowed up to the 35th building permit. For this route to be considered for construction traffic, several items need to be analyzed. These items generally fall into two categories -- geometric considerations and structural sections.

Geometric Considerations - There are several geometric issues included in Condition #12, which needs to be addressed with the construction traffic haul route plan. These include site distance, left-turn storage, intersection location and alignment, consideration of proximity to other intersections, and geometrics of Thomas Creek Road. Subsequent to this initial approval, much work has been accomplished to address these issues.

In October 1995, Washoe County approved a special use permit for the elementary school at Southwest Pointe. Prior to this approval, the geometric issues regarding Whites Creek Lane and Thomas Creek Road were addressed in a traffic report prepared by Solaegui Engineers. These issues were also discussed at several meetings with county staff. The recommendations reached for the elementary school also considered the ultimate buildout of the Southwest Pointe project and are applicable to this construction traffic haul route plan. In summary, the conclusions and recommendations are as follows:

- 1) The intersection of Thomas Creek Road and Whites Creek Lane will initially operate as a "T" intersection with stop control on the Whites Creek Lane approach.
- 2) Landscaping in the existing center median island on Thomas Creek Road south of Whites Creek Lane must be removed or altered to provide a minimum of 250 feet site distance. Per Condition #28 of the elementary school special use permit, Washoe County will be responsible for this improvement. An alternative is to create a three-way stop condition at this intersection.
- 3) For the Phase 1 construction of Whites Creek Lane (i.e., west of Thomas Creek Road), queuing conflicts will not exist with other intersections. With construction of the easterly leg, these conflicts will exist. Therefore, for this Phase 1 construction traffic haul route queuing conflicts are not a concern. The concern will be later when construction traffic uses the east leg of Whites Creek Lane. However, by that time, one of the recommended intersection improvements (i.e., raised median curb on Thomas Creek Road) would have been completed.

Structural Section Considerations - To address issues regarding the adequacy of the existing roadway structural section, Kleinfelder has prepared a geotechnical report. This report consisted of evaluation and analysis of Thomas Creek Road. The general conclusions of this report are as follows:

- 1) The portion of Thomas Creek Road south of Saddlehorn Drive is in fairly good condition and construction traffic will have a minimal adverse impact.
- 2) The portion of Thomas Creek Road north of Saddlehorn Drive has already failed and that construction traffic will have nearly no long-term impact.

(The reports referenced previously -- Solaegui Engineers, August 25, 1994, and Kleinfelder, May 2, 1996 -- are attached for your information and review.)

If you have any questions please call me. When you are prepared to approve this construction haul route plan, please provide me with a brief letter stating that this plan is acceptable. We need this letter so that it can be included in the final development agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bryan Sprague', with a long horizontal flourish extending to the right.

Bryan Sprague, P.E.  
Vice President

Attachments

pc: Don Young - Washoe County Development Review

**GEOTECHNICAL INVESTIGATION REPORT  
PROPOSED USE OF THOMAS CREEK ROAD  
AS A HAUL ROAD  
SOUTHWEST POINT DEVELOPMENT  
WASHOE COUNTY, NEVADA**

**May 7, 1996**

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All Rights Reserved

Unauthorized use or copying of this document is strictly prohibited. See "Application For Authorization to Use" located at the end of this document if use or copying is desired by anyone other than the Client and for the project identified above.

May 7, 1996  
File: 30-2447-03.001

Southwest Pointe Partners  
24 Hillgrass  
Irvine, California 92715

Attention: Mr. Michael Mohler

**SUBJECT: Geotechnical Investigation Report  
Proposed Use of Thomas Creek Road as a Haul Road  
Southwest Pointe Development  
Washoe County, Nevada**

Dear Mr. Mohler:

The attached report presents the results of our geotechnical investigation for the proposed use of Thomas Creek Road a haul road for the initial construction of Southwest Pointe Development to be located in Washoe County, Nevada. Our work consisted of subsurface exploration, laboratory testing, engineering analyses, and preparation of this report.

Based on our work completed to date, we have drawn the following general conclusions:

- The portion of Thomas Creek Road south of Saddlehorn Drive is in fairly good condition with minor cracking. The projected construction traffic will have a minimal adverse impact on this section of roadway pavement.
- The portion of Thomas Creek Road north of Saddlehorn Drive has essentially failed. The projected construction will have nearly no long-term impact on the present condition of this section of roadway pavement, since it has failed under current traffic conditions.

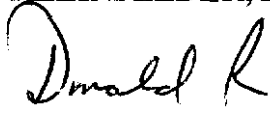
These and other conclusions and recommendations, along with restrictions and limitations on these conclusions, are discussed in the attached report.

We appreciate this opportunity to be of service to you, and look forward to future endeavors. We will contact you within the next two weeks to review the information in this report and to start planning for the construction phase of this project.

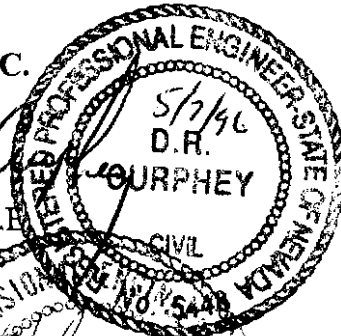
If, in the meantime, you have any questions regarding this report or need additional information or services, please feel free to call one of the undersigned in our Reno office.

Very truly yours,

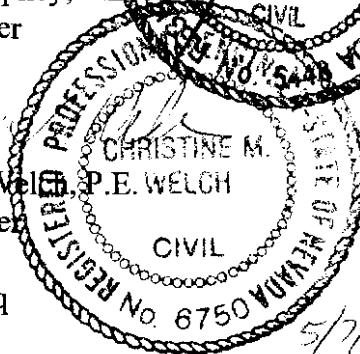
KLEINFELDER, INC.



Donald R. Curphey, P.E.  
Senior Engineer



Christine M. Welch, P.E.  
Senior Engineer



DRC:CMW:cq

Enclosure: Geotechnical Investigation Report

cc: Ms. Britta Tryggvi, CFA (3 Bound, 1 Unbound)

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**GEOTECHNICAL INVESTIGATION REPORT  
PROPOSED USE OF THOMAS CREEK ROAD AS A HAUL ROAD  
SOUTHWEST POINTE DEVELOPMENT  
WASHOE COUNTY, NEVADA**

**1.0 INTRODUCTION AND SCOPE**

**1.1 Project Description**

This report presents the results of our geotechnical study for the proposed use of Thomas Creek Road as a haul road for the initial construction of Southwest Pointe Development to be located in Washoe County, Nevada. Information regarding the proposed construction presented in this report was obtained from conversations with Ms. Britta Tryggvi of CFA, and from a review of the Southwest Pointe Concept Plan prepared by CFA, dated March 1996. Our work focused on the following planned improvements associated with the 3,272-acre site:

- Use of 4,600± feet of the existing Thomas Creek Road as a construction haul road during grading operations.

We believe that the use of the planned Whites Creek extension as a haul road has been adequately addressed by our November 27, 1995 geotechnical investigation for the Southwest Pointe School (Job No. 30-1281-24.002).

**1.2 Purpose and Scope of Work**

The purpose of this study is to evaluate the impact of the proposed construction traffic for the development on Thomas Creek Road with respect to the observed surface and subsurface conditions, and to provide our geotechnical recommendations and opinions as outlined in our proposal dated January 8, 1996, and summarized below.

- Summary of existing Thomas Creek Road pavement section thicknesses at each core location and subgrade R-Values obtained on selected samples; and
- Conclusions regarding adequacy of the existing roadway to support planned construction traffic, and recommendations for mitigation of adverse impacts, including a discussion of when such mitigation should be performed (before or after golf course grading). Analyses will be based on construction traffic loads and frequencies to be provided by Client.

**1.3 Authorization**

Authorization to proceed with our work on this project was provided by Mr. Michael Mohler on January 30, 1996 in the form of a signed Kleinfelder Standard Form of Agreement.

#### 1.4 References

The following information was provided to Kleinfelder in the course of this study and serves as the basis of our understanding of the project type and scope.

- "Geotechnical Investigation, Southwest Point, Phase I, Reno, Nevada," by Harding Lawson Associates, dated July 31, 1992.

In addition, the following is a partial quote from Condition Number 21 of the Conditions of Approval for the Southwest Pointe Development Agreement which forms the basis of our study.

"Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes, must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be re-designed or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements."

The estimated construction traffic for this study was provided by CFA. It has been estimated that 25,000 ESALs will be added to Thomas Creek Road during construction of the golf course and up to 35 new homes.

## 2.0 METHODS OF STUDY

### 2.1 Field Exploration

Prior to drilling cores along the section of Thomas Creek Road planned for use as a haul road, an engineer from our firm conducted a visual survey of the roadway pavement under study. The results of this survey, conducted in February of 1996, indicated that the majority of the pavement is in fairly good condition. Only widely spaced transverse cracks were observed on the majority of the pavement. One small section (500 to 600 feet in length north of Saddlehorn Drive) was observed to have extensive alligator (fatigue) cracking.

Our selection of field exploration locations was based on approximate 600-foot spacing of the core drilling along the 4,600± feet of Thomas Creek Road under study with alternating cores taken on each side of the roadway centerline. The subsurface exploration consisted of drilling seven core borings in the proposed haul road.

A field engineer logged the pavement conditions exposed in the core borings and collected two bulk samples of the subgrade soil for laboratory testing. Soil samples were obtained at two random locations along the Thomas Creek Road alignment. The pavement conditions encountered in the core borings are presented in Table 1.

**TABLE 1**  
**SUMMARY OF PAVEMENT CONDITIONS**

<u>Core No.</u>	<u>Direction of Travel</u>	<u>Thickness, inches</u>	
		<u>Asphalt Concrete</u>	<u>Aggregate Base</u>
1	Northbound	4¾	5
2	√	4¼	5
3	√	3½	8
4	√	3½	7
5	Southbound	3	12
6	√	3½	6
7	√	4½	6

### 2.2 Laboratory Testing

We performed laboratory testing on the two bulk soil samples for Resistance Value. These tests were conducted in accordance with Nevada Test Method T115.

Individual laboratory test results can be found on Plates 1 and 2, Appendix A, at the end of this report.

## 3.0 DISCUSSION

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### 3.1 Site Conditions

Starting at the intersection of Mt. Rose Highway and moving northbound, the condition of Thomas Creek Road is very good. Widely spaced transverse cracks were noted. This is a typical condition for pavements in the Reno area, and is caused by the wide range of temperature variations for summer to winter conditions. A marked difference in pavement condition was observed to the north of the intersection of Thomas Creek Road and Saddlehorn Drive.

Immediately to the north of the intersection, a center divider extends to approximately the end of the project area where Thomas Creek Road will intersect Whites Creek Lane. This section of Thomas Creek Road has essentially failed. Extensive alligator (fatigue) cracking with some localized depressions were observed during our field investigation. This failed condition is most likely caused by excess moisture in the subgrade soil as a result of watering of the landscaping within the center divider.

### 3.2 Subsurface Conditions

As discussed in the field exploration section of this report, seven core holes were drilled through the pavement along the section of Thomas Creek Road under study. As shown on Table 1, the thickness of asphalt concrete surfacing encountered in our cores ranged from 3 to 4¾ inches with an average of slightly less than 4 inches. The aggregate base thickness ranged from 5 to 12 inches, with an average of about 7 inches. The quality of both of these pavements materials appeared to be fairly good.

The two samples of subgrade soil taken at the edge of the roadway consist of clayey and silty sand with some gravel. This type of soil generally provides fairly good support for pavements.

### 3.3 Analytical Method

Field and laboratory data are useful when combined with engineering fundamentals to assess specific behavior such as bearing capacity, settlement, slope stability, and other design parameters. In accordance with project requirements, the following approach was used in developing the conclusions and recommendations presented in subsequent sections of this report.

- Pavement sections were evaluated using the AASHTO Interim Guide for Flexible Pavements Method. This method uses as its basis the total traffic expected for the project (converted to standard 18-kip single axle loads), and the subgrade soil strength evaluated using the R-Value test (converted to resilient modulus).

## 4.0 CONCLUSIONS

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The following conclusions are based on the data collected during this assessment and are subject to the limitations stated in this report. These conclusions may change if additional information becomes available. Based on the results of our study, no severe pavement or traffic constraints were observed which would preclude development. The following is a summary of our conclusions.

- The portion of Thomas Creek Road south of Saddlehorn Drive is in fairly good condition with minor cracking. The projected construction traffic will have a minimal adverse impact on this section of roadway pavement.
- The portion of Thomas Creek Road north of Saddlehorn Drive has essentially failed. The projected construction will have nearly no long-term impact on the present condition of this section of roadway pavement, since it has failed under current traffic conditions.

Specific recommendations for project design and construction including mitigation of potential problems described above are presented in Section 5.0.

## 5.0 RECOMMENDATIONS

### 5.1 Current Conditions

As previously discussed, the section of Thomas Creek Road north of Saddlehorn Drive to the northern limits of the project at the planned intersection of Whites Creek Lane, has essentially failed under the action of current and past traffic. We recommend that a "do nothing" approach be taken for this section of roadway. The extensive alligator (fatigue) cracking will most likely become more pronounced after the action of construction traffic; however, the current pavement surface is in need of rehabilitation and no more appreciable pavement damage can occur.

The roadway section for Thomas Creek Road south of Saddlehorn Drive is currently in fairly good condition with only minor thermal cracking (freeze-thaw related as opposed to traffic related). It has been estimated that construction traffic for the golf course and up to 35 homes will add on the order of 25,000 ESAL (Equivalent Single Axle Loads) to the total traffic on Thomas Creek. Based on the existing traffic, the existing pavement structure section, and the anticipated increased traffic due to construction, a 0.1-inch overlay of Thomas Creek Road would be required. Obviously, an overlay of this thickness is impossible to construct. Generally, an overlay is at least one-inch thick.

In summary, we recommend that no action be taken prior to construction of the golf course and up to 35 homes within Southwest Pointe.

### 5.2 Post-Construction Conditions

At the conclusion of construction of the golf course and up to 35 homes, the section of Thomas Creek Road north of Saddlehorn Drive will remain in a failed condition, although the alligator cracking may become more severe and/or extensive rutting within the failed pavement may be observed. The current condition of this section of Thomas Creek Road requires extensive rehabilitation and/or reconstruction. The planned construction traffic will not greatly impact this requirement for pavement rehabilitation. When reconstruction is done, the issue of subsurface drainage should be addressed.

It is anticipated that the visual condition of Thomas Creek Road pavement south of Saddlehorn Drive will be unchanged. Based on our analysis of this section of pavement using the AASHTO method of evaluation, a 0.1-inch overlay would meet the projected construction traffic needs. Since an overlay of this thickness is not practical to construct, it is recommended that an equivalent dollar amount be paid to Washoe County to reimburse the County for the reduced pavement life caused by the anticipated traffic.

## 6.0 ADDITIONAL SERVICES

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### 6.1 Project Bid Documents

It has been our experience during the bidding process, that contractors often contact us to discuss the geotechnical aspects of the project. Informal contacts between Kleinfelder and an individual contractor could result in incorrect or incomplete information being provided to the contractor. Therefore, we recommend a pre-bid meeting be held to answer any questions about the report prior to submittal of bids. If this is not possible, questions or clarifications regarding this report should be directed to the project Owner or his designated representative. After consultation with Kleinfelder, the project Owner (or his representative) should provide clarifications or additional information to all contractors bidding the job.

### 6.2 Construction Observation/Testing and Plan Review

The recommendations made in this report are based on the assumption that an adequate program of tests and observations will be made during construction to verify compliance with these recommendations. These tests and observations should include, but not necessarily be limited to, the following:

- Observations and testing during site preparation and earthwork.
- Observation and testing of construction materials.
- Consultation as may be required during construction.

We also recommend that project plans and specifications be reviewed by us to verify compatibility with our conclusions and recommendations. Additional information concerning the scope and cost of these services can be obtained from our office.

The review of plans and specifications and the field observation and testing by Kleinfelder are an integral part of the conclusions and recommendations made in this report. If we are not retained for these services, the Client agrees to assume Kleinfelder's responsibility for any potential claims that may arise during construction.

## 7.0 LIMITATIONS

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Recommendations contained in this report are based on our field explorations, laboratory tests, and our understanding of the proposed construction. The study was performed using a mutually agreed upon scope of work. It is our opinion that this study was a cost-effective method to evaluate the subject site and evaluate some of the potential geotechnical concerns. More detailed, focused, and/or thorough investigations can be conducted. Further studies will tend to increase the level of assurance, however, such efforts will result in increased costs. If the Client wishes to reduce the uncertainties beyond the level associated with this study, Kleinfelder should be contacted for additional consultation.

The soils data used in the preparation of this report were obtained from coreholes and bulk samples taken for this investigation. It is possible that variations in soils exist between the points explored. The nature and extent of soil variations may not be evident until construction occurs. If any soil conditions are encountered at this site which are different from those described in this report, our firm should be immediately notified so that we may make any necessary revisions to our recommendations. In addition, if the scope of the proposed project, locations of structures, or building loads change from the description given in this report, our firm should be notified.

*This report has been prepared for planning and design purposes for specific application to the Thomas Creek Haul Road/Southwest Pointe Development Project in accordance with the generally accepted standards of practice at the time the report was written. No warranty, express or implied, is made.*

This report may be used only by the Client and for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both on- and off-site), traffic conditions, or other factors including advances in man's understanding of applied science may change over time and could materially affect our findings. Therefore, this report should not be relied upon after 24 months from its issue. Kleinfelder should be notified if the project is delayed by more than 18 months from the date of this report so that a review of site conditions can be made, and *recommendations revised if appropriate.*

It is the CLIENT'S responsibility to see that all parties to the project including the designer, contractor, subcontractors, etc., are made aware of this report in its entirety. The use of information contained in this report for bidding purposes should be done at the Contractor's option and risk. Any party other than the Client who wishes to use this report shall notify Kleinfelder of such intended use by executing the "Application for Authorization to Use" which follows this document as an appendix. Based on the intended use of the report, Kleinfelder may require that additional work be performed and that an updated report be issued. Non-compliance with any of these requirements by the Client or anyone else will release Kleinfelder from any liability resulting from the use of this report by any unauthorized party.



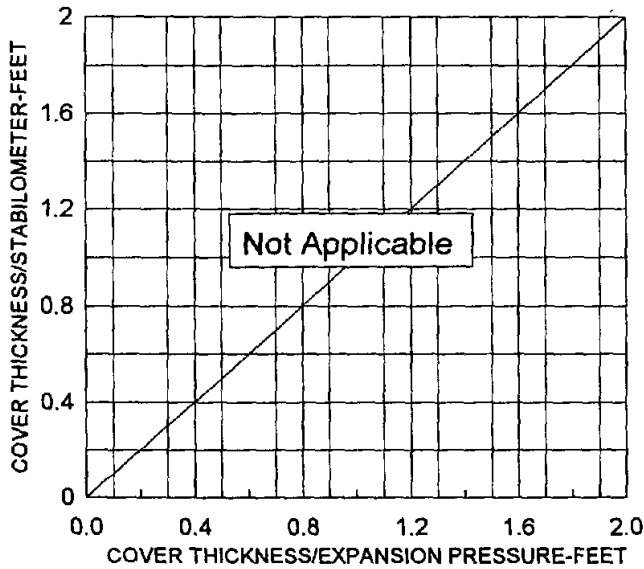
**APPENDIX A**

**Plates**

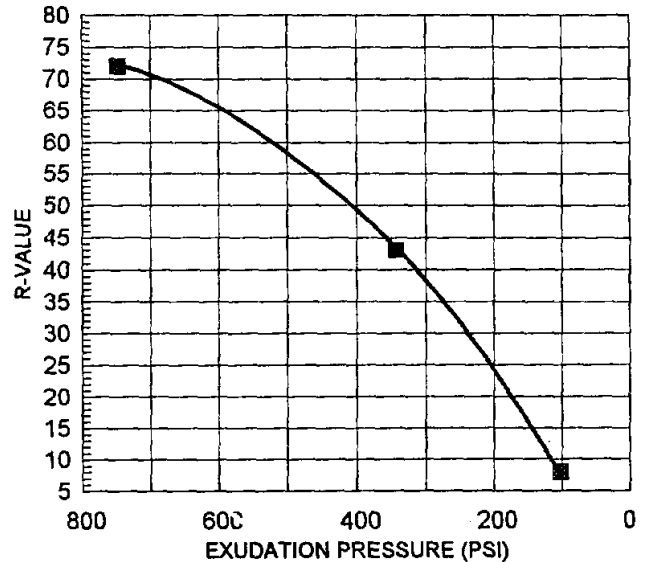
Sample Source: Bulk #1

Sample Description: Yellow Brown Clayey Sand With Gravel (SC)

**EXPANSION PRESSURE CHART**



**EXUDATION PRESSURE CHART**



Specimen	A	B	C
Exudation Pressure, psi	748	343	103
Expansion Dial (.0001")	0.0009	0.0000	0.0000
Expansion Pressure, psf	39	0	0
Resistance Value, R	72	43	8
% Moisture at Test	11.2	12.3	14.5
Dry Density at Test, pcf	124.8	122.4	121.4
R Value by Expansion Pressure (TI=)	Not Applicable		
R Value at 300 psi Exudation Pressure	38		



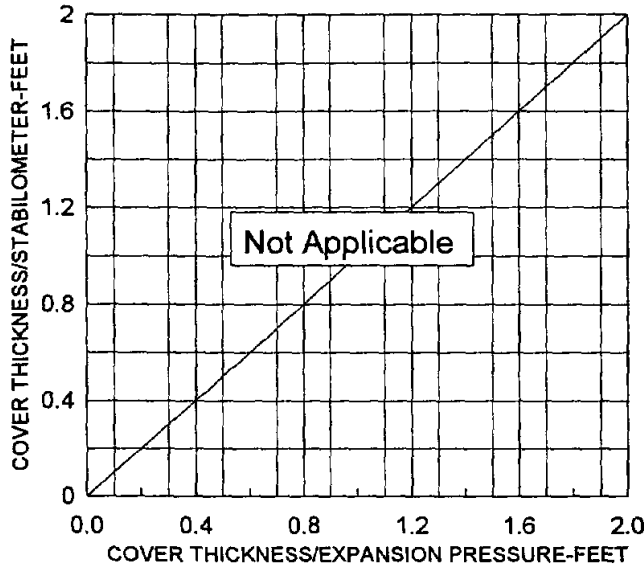
THOMAS CREEK ROAD  
SOUTHWEST POINTE DEVELOPMENT  
WASHOE COUNTY, NEVADA  
RESISTANCE VALUE

PLATE

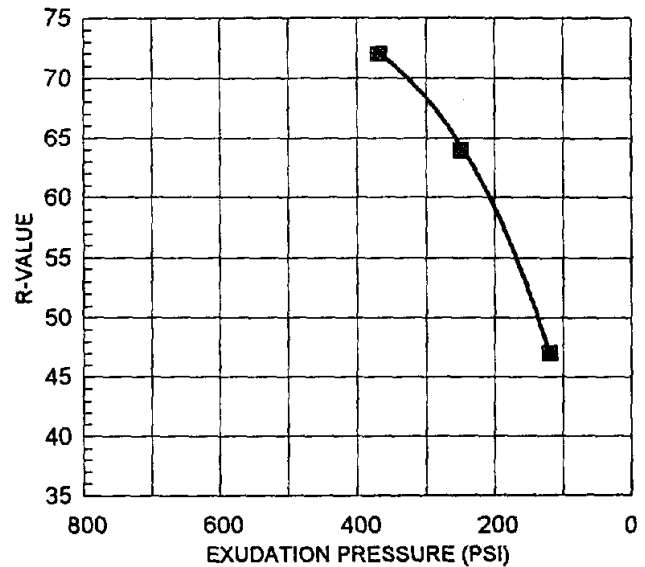
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Sample Source: Bulk #2  
 Sample Description: Dark Brown Silty Sand

**EXPANSION PRESSURE CHART**



**EXUDATION PRESSURE CHART**



Specimen	A	B	C
Exudation Pressure, psi	369	249	120
Expansion Dial (.0001")	0.0006	0.0003	0.0000
Expansion Pressure, psf	26	13	0
Resistance Value, R	72	64	47
% Moisture at Test	9.1	9.5	10.2
Dry Density at Test, pcf	127.4	126.7	126.5
R Value by Expansion Pressure (TI=)	Not Applicable		
R Value at 300 psi Exudation Pressure	68		



THOMAS CREEK ROAD  
 SOUTHWEST POINTE DEVELOPMENT  
 WASHOE COUNTY, NEVADA  
 RESISTANCE VALUE

PLATE

**2**

**APPENDIX B  
APPLICATION FOR AUTHORIZATION TO USE**

**GEOTECHNICAL INVESTIGATION REPORT  
PROPOSED USE OF THOMAS CREEK ROAD AS A HAUL ROAD  
SOUTHWEST POINTE DEVELOPMENT  
WASHOE COUNTY, NEVADA**

**May 7, 1996**

TO: Kleinfelder, Inc.  
3189 Mill Street  
Reno, Nevada 89502

FROM: (Please clearly identify name and address of person/entity applying for permission to use or copy this document)

Gentlemen:

Applicant \_\_\_\_\_ hereby applies for permission to:  
[State here the use(s) contemplated]

for the purpose(s) of:  
[State here why you wish to do what is contemplated as set forth above]

Applicant understands and agrees that "Geotechnical Investigation Report, Proposed Use of Thomas Creek Road as a Haul Road, Southwest Pointe Development, Washoe County, Nevada," dated May 7, 1996, Job No. 30-2447-03.001, is a copyrighted document, that Kleinfelder, Inc. is the copyright owner and that unauthorized use or copy of said document is strictly prohibited without the express written permission of Kleinfelder, Inc. Applicant understands that Kleinfelder, Inc. may withhold such permission at its sole discretion, or grant such permission upon such terms and conditions as it deems acceptable, such as the payment of a re-use fee.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Applicant*

By: \_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

**ROBERT M. SADER, LTD.**  
A PROFESSIONAL LEGAL CORPORATION  
462 COURT STREET  
RENO, NEVADA 89501-1796  
(702) 329-8310  
FAX (702) 329-8591

May 2, 1996

Madelyn Shipman  
Assistant District Attorney  
Civil Division  
195 S. Sierra Street, 3rd Floor  
Reno, Nevada 89501

(702) 328-3283

Don Young  
Washoe County  
Development Review  
P.O. Box 11130  
Reno, NV 89520

(702) 328-3648

Re: Southwest Pointe  
Final Development Agreement

Dear Maddy and Don:

Enclosed please find a revised agreement draft for your review, including changes discussed at our recent meeting. All revisions are highlighted.

I would like to schedule another meeting for next week to discuss any clean-up revisions. I will call you to make arrangements.

Sincerely,



ROBERT M. SADER

RMS/mw

cc: Brita Tryggvi  
Mike Sfregola  
Leonard Panattoni  
Mike Mohler  
Jeff Dingman  
Rick Gardner

encl:



**DRAFT**

**FINAL DEVELOPMENT AGREEMENT**

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This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 1996 by and between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada ("COUNTY"); and **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G. BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The Neil J. Redfield Trust and **SOUTHWEST POINTE PARTNERS**, a Nevada general partnership, (collectively referred to as "OWNERS"). For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **GENERAL.**

1.1 **Legal Authority.** Nevada Revised Statute ("NRS") 278.0201 to 278.0207 and Washoe County Development Code (the "Code") §§ 110.814.00 to 110.814.95 authorize the COUNTY and the OWNERS to enter into agreements for the development of real property. This Agreement is a final development agreement, as defined in Code § 110.814.75, and as provided in NRS Chapter 278.

1.2 **The Project.** The OWNERS hold a legal or equitable interest in certain real property located in COUNTY, a legal description of which is attached as Exhibit "A". Development of the real property, subject to the terms of this Agreement, has been authorized by COUNTY under Case No. DA9-1-93 and ancillary cases, and is described as a residential community which includes 1,090 residential lots with common open space, a water delivery system (potable and nonpotable), sewer system, two golf courses with related recreational facilities, and a commercial village center, the total acreage being ±3,171.6 acres, designated under COUNTY land use

SWPOINTE.DEV AGREEMW  
May 2, 1996

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designations as Low Density Suburban, Low Density Rural, Medium Density Rural, High Density Rural, and General Rural (the "Project").

**1.3 Past Approvals.** The OWNERS have obtained the following approvals from the COUNTY pertaining to the Project:

- a) On February 8, 1994 OWNERS obtained approval from the ~~Washoe~~ Board of County Commissioners pursuant to Code § 110.814.70 of a preliminary development agreement.
- b) On November 8, 1994 OWNERS obtained approval from the ~~Washoe~~ Board of County Commissioners to amend the preliminary development agreement.
- c) On May 2, 1995 OWNERS obtained approval from the ~~Washoe County~~ Planning Commission for a Special Use Permit to grade the first golf course and improve the construction access. The order issuing such approval is attached as Exhibit "B".
- d) On September 5, 1995 OWNERS obtained approval from the ~~Washoe County~~ Planning Commission for a Special Use Permit to develop a water system having storage of 1.4 million gallons and necessary delivery system. The order issuing such approval is attached as Exhibit "C"
- e) On September 27, 1994 Owners obtained approval from the Board of County Commissioners for an 18-month extension to submit a draft final agreement, which Owners have submitted in compliance with said extension.
- f) On \_\_\_\_\_ OWNERS obtained approval from the Washoe County Planning Commission for conditions to the final development agreement. Said conditions and amendments thereto approved concurrently with this Agreement by the Board Of County Commissions, and are attached hereto as Exhibit "D".

**1.4 Ordinance.** This Agreement shall be approved by ordinance. The Project is to be developed as a single entity and includes uses and development

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standards consistent with the Washoe County Comprehensive Plan and the Southwest Truckee Meadows Area Plan.

**1.5 Benefit To OWNERS.** The OWNERS acknowledge and agree that, prior to entering into this Agreement appropriate legal advice and counsel was sought, that the OWNERS made a voluntary informed business decision to enter into this Agreement in good faith. The OWNERS further acknowledge and agree that substantial benefits will accrue to the OWNERS as a result of the OWNERS and the COUNTY entering into this Agreement, including entitlements to develop the Project in accordance with this Agreement and the Conditions of Approval, an extension or opportunity to seek an extension of the time in which to file a final subdivision map under this Agreement, certainty in the particular on-site and offsite improvements and requirements which the OWNERS will be responsible for constructing or completing, and certainty in the imposition of land use fees or obligations which may be imposed by the COUNTY.

**1.6 Benefit to COUNTY.** The COUNTY acknowledges and agrees that substantial benefits will accrue to the COUNTY as a result of OWNERS and the COUNTY entering into this Agreement, including the rational, planned land uses and development of the Real Property.

**2. SELECTED DEFINITIONS.**

2.1 "Agreement" means this development agreement.

2.2 "Conditions of Approval" mean all conditions of the Project approvals as set forth in the orders from Washoe County attached to this Agreement



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as Exhibits B, C, and D, which conditions are incorporated herein as provisions of this Agreement.

2.3 "COUNTY" means Washoe County, a political subdivision of the State of Nevada, and its officers, elected officials, agents, employees, divisions, departments, committees, boards and commissions.

2.4 CC&Rs means the declaration of covenants, conditions and restrictions which will be drafted by OWNERS, approved by the COUNTY and recorded against the Real Property, as further provided in the Conditions of Approval.

2.5 "Development Standards Handbook" means the development standards for the Project as set forth in Exhibit "\_\_\_".

2.6 "Golf Course Property" includes all real property for the golf and related recreational facilities component of the Project.

2.7 "OWNERS" mean those property owners identified above and their successors and assigns.

2.8 "Project" means the Southwest Pointe development as approved by the COUNTY in Case No. DA9-1-93 and this Agreement.

2.9 "Public Facilities" are facilities that will be dedicated to the COUNTY. Public Facilities shall include, but are not limited to: storm drains and drop inlets; on-site or offsite sewage collection facilities; water rights dedicated for service; water systems facilities; together with all lines, mains, holding and disposing areas, tanks, public easements and rights-of-way; and all off-site improvements that include public roadways, equipment, street lights and traffic signals. OWNER constructed Public Facilities for water will include all non-golf related improvements consisting of

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the required water storage tanks, well improvements, water mains, water services, water meters, gate valves, fire hydrants, flush valves, air release valves and related appurtenances. The Public Facilities for sewer will include sewer manholes, sewer mains, sewer laterals and collection lines within the Common Area Property as well as off-site effluent Irrigation lines, tanks and pump stations, and the on-site effluent main line and reservoirs. In addition, Public Facilities also includes improvement of Whites Creek Lane as specified in the Conditions of Approval.

2.10 "Public Utilities" include, but are not limited to, water, sewer, natural gas, electricity, telephone, and cable television, together with all equipment and easements dedicated for these utilities.

2.11 "Real Property" means all the real property described in Exhibit "A". The real property includes the Golf Course Property, the Subdivision Property, and any remaining real property within the Project.

2.12 "Site Plan" means the plans in compliance with Code § 110.814.45 and attached hereto as Exhibit "\_\_\_\_", and includes the Development Standards Handbook, Exhibit "\_\_\_\_".

2.13 "Subdivision Improvements" are any on-site or off-site improvements or facilities required of residential subdivisions pursuant to this Agreement. Subdivision Improvements include, but are not limited to, all drainage improvements, common area improvements, curbs, streets, gutters, medians, parkways, pedestrian and bike paths, sidewalks, street lights, storm drains, any directional traffic devices, and the Public Facilities required in connection with residential development.

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2.14 "Subdivision Property" includes all real property for the residential housing component of the Project.

**3. REQUIRED CONTENTS OF AGREEMENT.** Pursuant to Code § 110.814.75, the following matters are included in this Agreement.

**3.1 Preliminary Agreement.** Reference is made to the preliminary development agreement as approved in Case No. DA9-1-93 and amended or superseded by this Agreement.

**3.2 Legal Agreement.** The substance of covenants, grants or easements, or other restrictions proposed to be imposed upon the use of the land, buildings and structures, including proposed easements or grants for Public Utilities shall be as provided in the CC&Rs and as specified in the Conditions of Approval.

**3.3 Site Plan.** A Site Plan in conformance to Code § 110.814.45 is attached to this Agreement as Exhibit "\_\_\_"; and includes the Development Standards Handbook, Exhibit "\_\_\_".

**3.4 Installation and Maintenance.** A program for the installation and maintenance of parking areas, lighting, landscaping, private streets, utilities, recreational facilities and other infrastructure is specified in the Conditions of Approval and will be further provided for, in part, in the CC&Rs.

**3.5 Open Space Resources.** A program for the protection of open space resources, approved by COUNTY, is attached as Exhibit "\_\_\_".

**3.6 Development Schedule And Phasing. Guidelines for a development schedule and phasing of the Project are more particularly described in the Development Standards Handbook ( See Article I), Exhibit "\_\_\_".**

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~~The approximate date for the start of construction for the first phase shall be on or before October 1, 1996. The first phase of the Project shall be construction of the first 18 holes of the Golf Course Property. All phases after the first phase for Subdivision Improvements shall be constructed within the time frames allowed pursuant to tentative maps and final maps for the Project. Nonresidential development shall be constructed pursuant to special use permits, when applicable, under the time frame provided therein. Other phasing requirements shall be as provided in the Conditions of Approval.~~

**3.7 Development Standards Handbook.** A Development Standards Handbook in compliance with Code § 110.814.35(a) is attached hereto as Exhibit" \_".

**4. EFFECT OF AGREEMENT.**

**4.1 Entitlements.** The approval of this Agreement by County constitutes a vested right of Owners to develop the Real Property as set forth in this Agreement and pursuant to the land use designations provided herein. Pursuant to Code § 110.814.15(b), this Agreement does not prevent COUNTY in a subsequent action applicable to the Real Property from adopting new ordinances, resolutions or regulations that conflict with those ordinances, resolutions and regulations in effect at the time this Agreement is made, provided any new ordinances, resolutions or regulations do not impose upon OWNERS restrictions, requirements or standards which are more burdensome, more expensive or more onerous to satisfy than those in effect at the time this Agreement is made; and provided further that any said new ordinances, resolutions or regulations do not conflict with provisions of this Agreement in a manner that adversely affects OWNERS. The parties agree such a conflict or

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Inconsistency would prevent development of the Project as set forth in this Agreement. Nothing contained in this subsection 4.1 shall be construed to impair enforcement or compliance with the provisions of Code § 110.814.15(c) or (d).

**4.2 Subsequent Approvals And Conditions.** Tentative maps and

final maps for Subdivision Property, building permits, variances, parcel maps, boundary line adjustments, special use permits for nonresidential property, and other approvals by COUNTY within the Project ("Subsequent Approvals") shall be required pursuant to Code requirements in existence at the time this Agreement is made, except as stated otherwise herein. All Subsequent Approvals in conformance with NRS Chapter 278 and the Code (as amended hereby), and in substantial conformance with the provisions of this Agreement shall be approved by the COUNTY as a consent item without public hearing. The Conditions of Approval specified in Exhibit "B", "C", and "D" may not be amended by Subsequent Approvals without the consent of OWNERS. Any conditions imposed by COUNTY in Subsequent Approvals which pertain to the same subject matter as any Conditions of Approval may not impose restrictions, requirements or standards which are more burdensome, more expensive or more onerous for Owners to satisfy than any Conditions of Approval, without the consent of OWNERS; provided that reasonable conditions imposed by COUNTY in Subsequent Approvals which pertain to matters not addressed by any Conditions of Approval, or provide more detail and do not conflict with matters addressed by any Conditions of Approval, shall be allowed.

Conditions and provisions hereof regarding construction of off-site or on-site improvements (e.g. streets and utilities), including development standards and design

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guidelines, may be varied upon request of the Owner and approval of the County Engineer.

**4.3 Subsequent Fees.** COUNTY currently imposes four (4) fees for the privilege of developing real property: a water connection fee; a sewer connection fee; a park residential construction tax; and the Regional Road Impact Fee ("RRIF") ("collectively County Fees"). The County Fees shall be imposed on applicable development within the Project in the same manner said fees are imposed for other similarly situated development in the COUNTY, subject to the following conditions.

4.3.1 Provided OWNERS construct a potable water system as part of the Public Facilities to serve the potable water demands of the Project as those demands arise, COUNTY shall charge no water connection fee for development within the Project.

4.3.2 Provided OWNERS receive a credit for all off-site sewer facilities infrastructure constructed by OWNERS, OWNERS shall pay the sewer connection fee at the time and in the amount specified by COUNTY ordinance.

4.3.3 Subject to any credits allowed by a RRIF Capital Front-Ending Agreement, OWNERS shall pay the RRIF at the time and in the amount specified by County ordinance.

4.3.4 Subject to the provisions of an agreement between COUNTY and OWNERS for the construction of neighborhood park improvements within the Project, OWNERS shall pay the park residential construction tax at the time and in the amount specified under NRS 278.497 to NRS 278.4987.

**4.4 No New COUNTY Fees.** Except for the County Fees or as

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specified in subsections 4.5 and 4.6 below, no new fees or taxes enacted or approved by COUNTY after the date this Agreement is made for construction or development within the Project or for capital improvements for Public Facilities shall apply to the Project.

**4.5 Special Assessment Districts.** At the option of OWNERS, the parties agree that certain Public Facilities shall be financed, constructed and paid for, in whole or in part, by one or more developer special assessment districts. The following improvements are agreed to provide a public benefit and are includable at the discretion of OWNERS in such special assessment districts:

- (a) the construction and land costs of Whites Creek Lane;
- (b) the County-owned nonpotable water system for golf course and landscape irrigation;
- (c) the purchase price of creek water rights (with supplemental groundwater rights for the nonpotable water system and water rights for the potable water system;
- (d) the off-site Public Utilities;
- (e) the County-owned potable water system; and
- ~~(f) the neighborhood park improvements and land costs; and~~
- (f) landscaping improvements in common area and trails/paths along public streets.

**4.6 Nonpotable Water Agreement.** Any fees, costs and expenses of OWNERS pursuant to an agreement between the parties for the provision of nonpotable water for golf course and common area landscape irrigation shall not be construed as a new fee under subsection 4.4. above.

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**5. TERM OF AGREEMENT.**

The term of this Agreement shall be fifteen (15) years from the date hereof; provided that all applicable terms of this Agreement shall remain binding and enforceable regarding permits, construction or development on any portion of the Real Property subject to a tentative map, a recorded final map or a special use permit in existence at the time of expiration of this Agreement.

**6. OBLIGATIONS OF OWNERS/ASSIGNMENT.**

The parties acknowledge that OWNERS will sell or otherwise convey title to portions of the Real Property as development occurs. Successors to OWNERS shall acquire rights and assume obligations only to the extent required under this Agreement to develop or use the portion of the Real Property so acquired. Upon conveyance of each portion of Real Property, OWNERS' liability for obligations under this Agreement shall terminate, provided the successor OWNER assumes said obligations. The provisions of this Agreement constitute covenants running with the Real Property. Notwithstanding the provisions of this Section 6, a successor OWNER of a single lot created by final map within the Project shall not have any obligation under this Agreement other than for development and use of the lot so owned consistent with this Agreement.

**7. MISCELLANEOUS.**

**7.1 Governing Law; Venue.** This Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue for any legal action arising out of this Agreement shall be in Washoe County, Nevada.



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**7.2 Entirety and Amendments.** This Agreement embodies the entire Agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Project, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, and as provided in Code § 110814.95(b). No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

**7.3 Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

**7.4 Parties Bound and Assignment.** Subject to the provisions of Section 6, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. In the event COUNTY, for any reason, ceases to have jurisdiction as the applicable local governmental entity regarding the subject matter of all or any part of the Agreement, COUNTY shall require the new entity to assume the applicable obligations hereof.

**7.5 Further Acts.** In addition to the acts recited in this Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.

**7.6 Headings.** Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

**7.7 Attorneys' Fees.** In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

**7.8 Notice.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express

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mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

**COUNTY:**

Director, Department of Development Review  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-6100  
Facsimile: (702) 328-3648

with a copy to:

Assistant District Attorney, Civil Division  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-3200  
Facsimile: (702) 328-3283

**OWNERS:**

Southwest Pointe Partners  
P.O. Box 346  
Genoa, NV 89411  
Telephone: (702) 782-5888  
Facsimile: (702) 782-5899

Gerald C. Smith, Esq.  
Redfield Land Company  
1755 East Plumb Lane, Suite 212  
Reno, NV 89502  
Telephone: (702) 323-1373  
Facsimile: (702) 323-4476

with a copy to:

Robert M. Sader, Esq.  
462 Court Street  
Reno, NV 89501  
Telephone: (702) 329-8310  
Facsimile: (702) 329-8591

The persons and addresses to which notices are to be given may be changed at any time by any party upon written notice to the

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other party. All notices given pursuant to this Agreement shall be deemed given upon delivery.

**7.9 Receipt Defined.** For the purpose of this Agreement, the term "delivery" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**7.10 Indemnity.** Developer shall indemnify and hold harmless COUNTY and its officers, employees, and agents, from any claims, demands, losses, defense costs, or liability of any kind or nature, which COUNTY may sustain or incur or which may be imposed upon them out of actions by, or the negligence of, Developer, its officers, agents or employees, arising out of Developer's obligations specified in Section 2 hereof, accepting only liability arising out of gross negligence or intentional wrong doing by County, its officers, agents, or employees.

**7.11 Arbitration.** Any dispute arising from rights or obligations of this Agreement shall be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association, including any disputes regarding consents or approvals to be given by a party. The decision of the arbitrator shall be final and binding on both parties.

**7.12 Recordation.** This Agreement shall not be recorded, but in order to comply with Code § 110.814.95(c) the Memorandum Of Agreement attached hereto as Exhibit \_\_\_\_ shall be recorded upon execution hereof in the office of the Recorder of Washoe County, Nevada.

**7.13 Exhibits.** All exhibits to this Agreement are incorporated herein as if fully set forth.

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In Witness Whereof, the parties have executed this Agreement on the day and year written above.

**OWNERS:**

**SOUTHWEST POINTE PARTNERS,**  
a Nevada general partnership

By: \_\_\_\_\_  
JEFFERY DINGMAN, Partner

By: \_\_\_\_\_  
CARL PANATTONI, Partner

**NEIL J. REDFIELD TRUST**

By: \_\_\_\_\_  
BETTY ALYCE JONES, Trustee

By: \_\_\_\_\_  
HELEN JEANE JONES, Trustee

By: \_\_\_\_\_  
IRIS G. BREWERTON, Trustee

By: \_\_\_\_\_  
KENNETH G. WALKER, Trustee

By: \_\_\_\_\_  
GERALD C. SMITH, Trustee

**COUNTY:**

**THE COUNTY OF WASHOE, a**  
political subdivision of the State  
of Nevada

By: \_\_\_\_\_  
STEPHEN BRADHURST, Chairman  
Board Of County Commissioners

**ATTEST:**

\_\_\_\_\_  
JUDI BAILEY, County Clerk

**Approved As To Form:**

By: \_\_\_\_\_  
MADELYN SHIPMAN  
Assistant District Attorney

EXHIBIT

**PROPOSED LANGUAGE ON PHASING  
FOR DEVELOPMENT STANDARDS HANDBOOK**

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Page 1-8 **Development Phasing.**

Construction will commence in late summer or early fall 1996. The project will begin with the development of construction access roads and grading of the initial (lower) golf course. Coincidental with these activities will be the construction of utilities as well as the entry road and the main loop road that services the golf course clubhouse, swim and tennis facility and Phase I residential areas (approximately 400 lots). It is estimated that "intract" improvements for the residential lots in Phase I will occur over a three to four year period following grading of the entry road and main loop road, depending on market conditions.

Construction of the swim and tennis facility is proposed to commence as Phase I approaches "build out".

As the Phase I residential land approaches build out, grading, road improvements and utilities for the Phase II residential areas (approximately 350 lots) will commence. It is estimated that "intract" improvements for the residential lots in Phase II will occur over a three to four year period following grading of the roads, depending on market conditions. The second golf course is proposed for construction during the development of Phase II; however, the demand for golf will dictate whether it occurs sooner or later.

As the Phase II residential land approaches build out, grading and road improvements for the Phase III residential areas (approximately 340 lots) will commence. It is estimated that "intract" improvements for the residential lots in Phase III will occur over a three to four year period following grading of the roads, depending on market conditions.

It should be noted that, depending on market conditions, Phase II and Phase III may be smaller than indicated above, resulting in the potential of one or more additional phases.

SWPOINTE.DEV AGREEMW  
May 2, 1996

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The proposed neighborhood commercial use, located across from the golf clubhouse area, is projected for development in or beyond Phase III. The precise timing, and whether or not it will be built, will be predicated on market conditions. In any event, at the time the initial phases are developed, there will probably not be enough residents to support neighborhood commercial uses.

Appropriate open space dedications, trail improvements, right-of-way landscaping and other community improvements will occur coincidental to the development of each phase of the project, pursuant to conditions of tentative maps or special use permits.

The time frames mentioned above may be shortened or lengthened by the developer, and the phases may be changed, if the developer believes such changes are necessary or advisable to improve development potential. As more particularly specified in the final development agreement, the agreement expires fifteen (15) years from the date of its execution.

SWPOINTE.DEV AGREEMW  
May 2, 1996

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When Recorded Return To:

ROBERT M. SADER  
462 Court Street  
Reno, NV 89501

**MEMORANDUM OF FINAL DEVELOPMENT AGREEMENT**

A certain Final Development Agreement of even date herewith has been entered by and between **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G. BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The Neil J. Redfield Trust and **SOUTHWEST POINTE PARTNERS**, a Nevada general partnership, (collectively referred to as "OWNERS"); and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada ("County"). The real property subject to this Agreement is described on Exhibit "A", attached hereto and incorporated herein. The Agreement creates rights and obligations between the parties regarding development of Exhibit "A". These rights and obligations are intended to be covenants and conditions which run with the land and bind successors, heirs and assigns of the parties. All provisions of the Final Development Agreement are incorporated herein by reference as if fully set forth. The Final Development Agreement expires fifteen (15) years from the date of its execution.

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In Witness Whereof, the parties have executed this Memorandum of Final Development Agreement on this \_\_\_\_ day of \_\_\_\_\_, 1996.

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

By: \_\_\_\_\_  
STEPHEN T. BRADHURST, Chairman

**ATTEST:**

By: \_\_\_\_\_  
JUDI BAILEY, County Clerk

**SOUTHWEST POINTE PARTNERS, a Nevada general partnership**

By: \_\_\_\_\_  
JEFFEREY E. DINGMAN, Partner

**THE NEIL J. REDFIELD TRUST**

By: \_\_\_\_\_  
GERALD C. SMITH, Trustee



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STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on \_\_\_\_\_,  
1996 by JEFFEREY E. DINGMAN as Partner for SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership.

NOTARY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on \_\_\_\_\_,  
1996 by GERALD C. SMITH as Trustee of THE NEIL J. REDFIELD TRUST.

NOTARY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_



**FAX TRANSMITTAL FROM:**

ROBERT M. SADER, LTD.  
A Professional Legal Corporation  
462 COURT STREET  
RENO, NEVADA 89501  
702-329-8310  
702-329-8591 FAX NUMBER

DATE: 5-2-96

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET): 24

TO: Maddy Shipman

Don Young

FROM: Bob Sader

RE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

The information contained in this FAX is confidential and/or privileged. This FAX is intended to be received initially by only the individual named above. If the reader of this TRANSMITTAL PAGE is not the intended recipient or a representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this FAX or the information contained herein is prohibited. If you have received this FAX in error, please immediately notify the sender by telephone and return this FAX to the sender at the above address. Thank You.



Planning Engineering  
Landscape Architecture  
Surveying

Project No. 88-003.20  
March 29, 1996  
Revised April 30, 1996

Mr. Don Young, Planner  
Department of Development Review  
P. O. Box 11130  
Reno, NV 89520

**Subject: Southwest Pointe**

Dear Don:

This letter incorporates all previous correspondence pertaining to clarifications and modifications to the Conditions of Approval for Southwest Pointe. Those changes are summarized below. Deletions are ~~struck thru~~ and additions are in *italic*. One of the more significant modifications has to do with Condition #26, which pertains to street standards for public and private roads. We are requesting that the primary loop road, which will have either an 80-foot or a 60-foot right-of-way, be private rather than public and that we have the option of installing a gate at the point where Whites Creek Lane becomes a private road.

One change that does not deal with a condition, but rather with the concept plan, is the number of 12,000 square foot, 1/2 acre, and 1 acre lots. We are proposing to modify the percentage of lots in each category as outlined below.

<u>Lot Size</u>	<u>As Approved</u>	<u>Proposed</u>
12,000 sq. ft.	40%	40%
1/2 acre & larger	15%	35%
1 acre & larger	45%	25%

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal

The biggest change occurs in the number of 1/2-acre lots which has been increased and the number of 1-acre lots which has been decreased. The rationale for this change is based on a marketing study performed by Whitney Research Group in February 1996. This study identified a greater demand for 1/2 acre lots. Their

reasoning is based on demographic aging trends which suggest that as consumers grow older (i.e., aging baby boomers), they do not want the upkeep of a large custom homesite. The older consumer desires freedom to travel and not be tied down to a large custom home and lot requiring extensive maintenance upkeep. Further, we are requesting a range, rather than a specific percentage, to permit some flexibility in site planning and to minimize the need for future revisions.

**Conditions for Development Agreement Case No. DA9-1-93**

- ✓ 1. *Unless specifically stated in the final development agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.*

**Reason for Modification:** Different standards may be proposed in the final development agreement; therefore, the wording of this condition needs to reflect this possibility.

- ✓ 2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The A "statement of compliance" format shall be made a part of the final development agreement. ~~For the Phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.~~

**Reason for Modification:** The second sentence should become a separate condition because it refers to the development agreement. The first sentence should also be a separate condition because it deals with the tentative maps and special use permits. The proposed deletions simply reflect the fact that

there is no reason to prepare a draft statement of compliance because the Phase I applications will not be submitted before the final development agreement is approved.

- ✓ ~~3. The recorded final development agreement shall be effective for a period not more than 15 years. An extension of this approval may be granted if mutually agreed to by the developer and Washoe County.~~

**Reason for Modification:** Article 814, Section 110.814.75 requires a development schedule as part of the final development agreement. Therefore, this condition is unnecessary because it simply repeats the requirements of the Washoe County Development Code.

- ✓ 4. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's Office, *County Engineer*, and the Department of Development Review *prior to final map approval or prior to issuance of a certificate of occupancy for a non-residential use*. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. *If the CC&Rs are not recorded on the entire property, subsequent phases will be annexed to the previously recorded CC&Rs.* Said CC&Rs shall specifically address the ~~potential for liens~~ *county's ability to enforce certain provisions* against the property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum.

g. *Common area landscaping including along streets or landscaping along Whites Creek Lane*

h. *Fire and fuelbreaks on open space*

~~l. Private streets and utilities~~

~~e. Public park center~~

. . . At a minimum, the CC&Rs shall also specifically address the following items:

j. ~~Requirement of Access to open space remaining open to~~ *for pedestrian and bicycle traffic.*

l. *Retention of public access to the golf course, bike paths, (i.e., 8-foot meandering paths along minor arterials and some collectors; refer to street sections), public trails, and non-residential uses.*

**Reason for Modifications:** The first change more accurately reflects the county's interest in enforcement. The second changes clarifies that this condition does not pertain to landscaping on private property along streets but is strictly limited to landscaping in common areas. Fire and fuelbreaks may be located on property other than open space, therefore, the reference to open space should be deleted. Private streets are listed in an earlier item. (i.e., Item A). The developer will not be maintaining the public park and, therefore, this reference should be deleted. Lastly, some open space, such as wetlands, may not be open to pedestrian and bicycle traffic, therefore, this wording should be clarified.

- ✓ 11. ~~Within six months of the approval of the preliminary development agreement, a draft final development agreement that conforms with the provisions of Section 814 of the Washoe County Development Code shall be completed and submitted to the Washoe County Department of Development Review. Washoe County Department of Development Review will provide comments on the draft final agreement. The final development agreement will then be submitted to the Washoe County Board of County Commissioners within three months of submission of a completed agreement with all accompanying exhibits, provided the Department of Development Review does not delay the submission in order to approve provisions of the agreement to its satisfaction. Extension of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.~~

**Reason for Modification:** A draft of the final development agreement has already been submitted, therefore, the proposed deletions simply reflect the current status. The proposed addition provides for delay in the submission.

- ✓ 12. ~~The project shall be developed in three phases. Phase I includes a tentative map for 436 lots, an 18-hole golf course, the village center, and driving range. Phase II will include an additional nine holes, the equestrian center and a tentative map for approximately 220 dwelling units. Phase III includes the remaining 434 lots and the last nine holes of golf. Modifications to the proposed phasing plan may be made if mutually agreeable to the developer and Washoe County. These modifications may include the commercial portion of the project and the second 18-hole golf course, which may be constructed during Phase II or Phase III.~~

**Reason for Modification:** Section 110.814.75 states that the final development agreement must include a development schedule that indicates the phases in which the land subject to the development agreement will be built and the approximate dates for the completion of each phase.

- ✓ 13. The subdivider shall present to the ~~governing body~~ or planning commission 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 two (2) years after the date of approval of the tentative map.

↙ ↘

The governing body or planning commission <sup>, upon appeal,</sup> may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired. *Revised to clarify that map cannot have expired*

If the subdivider fails to record a final map for any portion of the tentative map *or obtain an extension* within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

**Reason for Modification:** For clarification, the order of the second and third paragraphs was reversed and the phrase regarding an extension was added.

- ✓ 14. The developer shall provide the Department of Development Review staff with a ~~monthly~~ *quarterly* report indicating the number of building permits issued *and other building activity*, once residential construction has started.

**Reason for Modification:** Monthly is too frequent, and quarterly should be often enough. The scope of the report was broadened to include all building activity (e.g., golf course, infrastructure) rather than simply an inventory of building permits.

- ✓ 20. Prior to final approval of the development agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to

*Moved to DA*

Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Condition No. 16 and 18, from the project site to Wedge Parkway, to the satisfaction of the County Engineer.

~~Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following not to the satisfaction of the Development Review staff.~~

#### NOTE

~~An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge be less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.~~

**Reason for Modification:** The county has approved the Regional Road Impact Fee, which goes into effect this month. As a result, the second half of this condition is no longer necessary.

- ✓ 21. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.



*or final map*

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

**Reason for Modification:** This condition should be divided into two conditions because the first paragraph deals with the development agreement and the remainder refers to the tentative maps and special use permits.

- ✓ 22. Prior to *or upon* approval of the ~~final development agreement~~ CC&Rs, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded.

*Altered condn also to DA*

**Reason for Modification:** The Homeowners' Association will be responsible for street maintenance, therefore, this topic is more accurately addressed in the CC&Rs.

- ✓ 23. Prior to approval of the final development agreement, *the developer shall provide* a schematic pedestrian circulation plan. As part of each tentative map, a detailed pedestrian circulation plan will be submitted and approved by the Department of Development Review. *Slightly altered*

**Reason for Modification:** The condition was incomplete.

- ✓ 25. Unless specifically stated *in these Conditions of Approval or in the final development agreement*, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.

**Reason for Modification:** The conditions of approval are separate from the final development agreement and may include some items that are not in the development agreement.

- ✓ 26. The following roadway sections shall be applicable to the public and private on-site streets shown on the tentative map. A traffic report shall be submitted ~~prior to approval of the first final~~ *with each tentative map* which identifies the ultimate average daily traffic on each street *and make recommendations for geometric design (e.g., left turn storage capacity, site distance, minimum required turning radius)*

a. *Private Common Driveways - Serving 4 or less lots, pavement width 20 feet; serving 5 or more lots, pavement width 22 feet; no parking either side. Curb returns shall have a minimum face of curb radius of 20 feet on local streets and 25 feet on collector streets. Private common driveway locations will be shown on all tentative maps. Private common driveways will line up with proposed street intersections where possible and will comply with street intersection offset requirements. Single lot driveway access will not be allowed onto streets on which the average daily traffic exceeds 2000. (Refer to street sections.)*

*Added to Common Driveway 2000*

a. b. ~~Rural Private - 41 60 foot minimum ROW cul-de-sac rural street~~ (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. (Refer to street sections.)

b. c. ~~Local Private - 50-60 foot minimum ROW local street (200 - 500 ADT):~~ minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. (Refer to street sections.)

e. d. ~~Collector Private - 50 60 foot minimum ROW collector street (500 ADT to 2000 ADT):~~ minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. a minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. (Refer to Street Sections.)

- d. ~~e. Collector Private - 60 foot minimum ROW collector street (2000 ADT to 8000 ADT): minimum 36 24-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted on both on either side. A minimum five (5) eight (8) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed. Access for private common driveways will be allowed. (Refer to street sections.)~~
- e. ~~Public 60 foot ROW collector street (2000 ADT to 9600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt path one side; residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.~~
- f. ~~Public-Collector Private - 80 120 foot minimum ROW minor arterial collector street (up to 9600 ADT to 10,830 ADT): A minimum 11 27 foot center median from curb face to curb face, 29.5 19 foot roadway section curb face to curb face pavement width on either side of the median; curb and gutter on both sides or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side except during special events; a minimum four (4) eight (8) foot meandering asphalt path both sides; no residential driveway access allowed. (Refer to street sections.)~~
- g. ~~Minor Arterial, Private - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27 foot center median from curb face to curb face, 24 foot pavement width on either side of the median; County Engineer approved concrete header with roadside ditch; no parking either side; a minimum 8 foot meandering asphalt path both sides. A gate may be installed at the point where Whites Creek Lane becomes a private road. (Refer to street sections.)~~

- h. Minor Arterial, Public - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27 foot center median from curb face to curb face, 29.5 foot roadway section on either side of the median; curb and gutter on both sides; a minimum 6 foot concrete sidewalk on both sides; no residential driveway access is allowed. (Refer to street sections.) A gate may be installed at the point where Whites Creek Lane becomes a private road. A public turn-around is required on the public side of the gate.*

**Reason for Modification:** To be consistent with Washoe County Street Design Standards, to create a hierarchy of paths, and to change some of the public streets to private streets.

- ✓ 27. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer, Washoe County Department of Development Review ~~and the developer.~~ Maintenance of median landscaping shall be by the Homeowners' Association as provided for in a separate maintenance agreement to be approved by the County Engineer and the District Attorney's Office prior to approval of the ~~final development agreement~~ CC&Rs. *Moved to TM*

**Reason for Modification:** The Homeowners' Association will be responsible for the maintenance of median landscaping, therefore, this topic is more accurately addressed in the CC&Rs.

- ✓ 28. Meandering asphalt paths will be acceptable provided . . .
- c. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the Homeowners' Association as provided for in a separate maintenance agreement and be approved by the County Engineer and the District Attorney's office prior to approval of the ~~final development agreement~~ CC&Rs.

**Reason for Modification:** The Homeowners' Association will be responsible for the maintaining the asphalt paths and the landscaping between the road and the path, therefore, this topic is more accurately addressed in the CC&Rs. *Moved to TM*

- ✓ 29. ~~Proposed roadways (public or private) are not to be centered along fault lines. Fault lines shall be located behind the curb line, on the up-thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback excluding construction for buildings for human occupancy may be reduced, to the satisfaction of the County Engineer.~~

✓ Construction near fault lines shall be as follows:

- TM  
≠  
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- a. *Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.*
  - b. *Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.*

**Reason for Modification** There was confusion over how the original condition should be interpreted. The proposed wording was developed in conjunction with the staff of the Engineering Division, Kleinfelder, and Harding Lawson.

- ✓ 33. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 500 1,500 feet to the satisfaction of the County Engineer and the applicable fire protection agency. These roads shall have a 30-foot access easement with a minimum 20-foot width of ~~6 inches of Type 2 Class B aggregate base. 2.5 inches of asphalt concrete pavement on an engineered gravel base.~~ The roads shall be controlled by emergency access gates and shall be posted with signs stating "For emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.

**Reason for Modification:** The county has adopted new standards for emergency access roads since this project was approved. The proposed change is consistent with the new standards.

- ✓ 34. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. ~~The emergency access road shall be constructed within a 30 foot access easement to a minimum 20 foot width with 4 inches of Type 2 Class B aggregate base.~~

**Reason for Modification:** The last sentence repeats Condition #33.

- ✓ 36. Unless otherwise stated *in these conditions of approval or in the final development agreement*, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer.

**Reason for Modification:** The conditions of approval are separate from the final development agreement and may include some items that are not in the development agreement.

- ✓ 37. The minimum pavement structural section shall be *5 inches of asphalt over 8 inches of aggregate base for minor arterials*, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets to the satisfaction of the County Engineer.

**Reason for Modification:** No structural section for minor arterials had been identified.

- ✓ 40. Off-site parking areas shall be provided within ~~300~~ 500 feet of homes that have *lots ranging in size between 12,000 square feet and 0.5 acre*. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map(s), to the satisfaction of Washoe County Department of Development Review ~~and the Developer.~~

**Reason for Modification:** To avoid having a multitude of guest parking areas with 1 or 2 spaces, the spacing requirement was increased to 500 feet so that the guest parking areas will consist of 4 or 5 spaces. Guest parking areas will be added to the neighborhoods with 0.5 acre lots because on-street parking will be prohibited on the private streets and the front yard setback can be reduced with side-entry and detached garages.

- ✓ 41. All private roadways shall be depicted on the final maps and identified ~~in the final development agreement on the tentative map~~ as either private access easements over individual adjacent lots or, if identified as separate parcels, as *either* common areas with equal fractional ownership by all of the lots within the development *or common areas owned by the Homeowners' Association* to the satisfaction of the County Engineer.

**Reason for Modification:** NRS Chapter 116 (Uniform Common Interest Ownership Act) requires a corporation to be formed for the Homeowners' Association. The corporation owns the common areas.

- ✓ 43. Regulatory signs must be installed at the juncture of all public streets with a private street *and at intersections along the primary loop road* to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.

**Reason for Modification:** Since there is only one location where a public street intersects with a private street (i.e., at the main project entrance), there would only be one sign. The county staff wants signs at additional locations and, therefore, the suggested wording to add "at intersections along the primary loop road."



- ✓ 48. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the applicant shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed upon locations to the satisfaction of the County Engineer. The easement shall be submitted with the plans for the final golf course improvements.

**Reason for Modification:** The first paragraph pertains to tentative maps and special use permits; whereas, the second paragraph only refers to the special use permit for the golf course. Therefore, only the first paragraph should appear with the tentative map conditions and both paragraphs should appear with the special use permit conditions.

- ✓ 49. A maintenance plan of all drainage facilities to be owned by the homeowners' association shall be provided prior to approval of the ~~final development agreement~~ CC&Rs. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant and associated Steamboat Ditch conveyance system . . .

**Reason for Modification:** The Homeowners' Association will be responsible for the maintaining the asphalt paths and the landscaping between the road and the path, therefore, this topic is more accurately addressed in the CC&Rs.

- ✓ 51. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
- a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park,~~ or revert to open space.
  - b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final development agreement. If construction is not started by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park,~~ or revert to open space.
  - c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park,~~ or revert to open space.
  - d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.

**Reason for Modification:** We have been working with Karen Mullens, Washoe County Parks and Recreation Department, to identify a neighborhood park that is not adjacent to the school. The preferred location is adjacent to Thomas Creek on the south side of Whites Creek Lane.

- ✓ 56. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided ~~between property lines of single-family residences and riparian vegetation from any structures.~~

**Reason for Modification:** It would be difficult and impractical to implement the original wording because it would result in long, thin parcels along riparian areas that would become a "no man's land". The suggested wording is consistent with the intent of this condition and avoids the creation of unusable parcels.

- ✓ ~~64. Prior to the approval of the final development agreement, the applicant shall provide staff with a phasing schedule for the dedication of water rights. Permitted or certificated groundwater rights in the amount of 1.12 acre feet must be dedicated to Washoe County for each lot of a final map. Water rights, in accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.~~

**Reason for Modification:** Current county policy requires that sufficient water rights will be dedicated prior to recordation of each final map. A phasing schedule is typically not necessary. The required number of water rights for each lot may change in the future because the county is evaluating SPPCo water rights dedication requirement which is based on lot size. If the requirement changes, we do not want to be constrained by this condition.

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TM & SUP

- ✓ ~~65. Prior to the approval of the final map, the developer shall demonstrate how compliance with NRS 278.349, that requires the availability of water meet applicable health standards and is sufficient in quantity to serve the foreseeable needs of the subdivision, shall be met to the satisfaction of the District Health Department and Washoe County Department of Development Review.~~

**Reason for Modification:** Condition #67 addresses this topic, therefore, this condition is repetitive.

~~69. The developer shall provide adequate assurance that the sewage, water, and drainage systems will be satisfactorily maintained and operated.~~

**Reason for Modification:** The developer is not responsible for maintaining the sewage and water systems. These facilities are maintained Washoe County. Maintenance of the drainage system has already been addressed in Condition #49.

✓ 74. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval. ~~The water source shall meet both primary and secondary standards of the Safe Drinking Water Act.~~

**Reason for Modification:** The last sentence repeats federal, state, and local law. A subsequent condition (i.e., #77) requires the developer to use treated wastewater which will not meet drinking water standards. Therefore, the two conditions contradict one another.

✓ ~~79. The project shall be designed to accommodate a gravity flow sanitary sewer system within the boundaries of the subdivision. Such design shall be to the satisfaction of the Utility Division.~~

**Reason for Modification:** According to Terri Svetich, Washoe County Utility Division, this is not a Utility Division condition and can be deleted.

✓ 83. The sanitary sewer collection system and water system facilities, *with the exception of the golf course and common area irrigation systems*, must be offered for dedication to Washoe County.

**Reason for Modification:** Washoe County does not want to be responsible for golf course and common area irrigation systems, therefore, these systems should remain private.

✓ ~~90. Should the proposed "off stream" location for the flood detention facility proposed in the 1990 Kennedy/Jenks report not be dedicated for this purpose, a minimum ten acre site for an elementary and a minimum 25 acre site for a middle school shall be offered for dedication. If the "off stream"~~

~~flood control facility is dedicated to Washoe County, a 10-acre site for the elementary school shall be offered for dedication. If the area for the "off-stream" facility is dedicated, but the county has not complied with Condition No. 51, the use for the area shall revert back to a school site and/or a park site (if requested by Washoe County) as proposed by the developer. If a school or park site is not requested by Washoe County, this area shall remain as an open space buffer.~~

**Reason for Modification:** The special use permit for the elementary school has already been approved. The elementary school will be located on a 17-acre parcel on the north side of Whites Creek Lane. This elementary school site is not impacted by the flood control facility. A neighborhood park site has also been proposed on the south side of Whites Creek Lane.

- NO ✓ 92. A minimum one-acre site shall be offered for dedication *prior to approval of a final map*, if requested by the applicable fire protection agency, for a fire station. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements.

**Reason for Modification:** To clarify when the fire station site must be dedicated.

- ✓ 95. ~~Unless the off-stream site is dedicated to the county,~~ A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan ~~has been submitted, which if conceptually approved by the county, should~~ *will* be included in the final development agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.

**Reason for Modification:** The park site has nothing to do with the off-stream detention facility, therefore, this reference is inaccurate. The sketch

plan that is referred to in this condition has been changed and the park site has been moved, therefore, this reference is also inaccurate.

- ✓ 97. Prior to approval of the final development agreement, the developer shall submit ~~schematic landscaping and architectural design guidelines~~ *a Development Standards Handbook* for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

**Reason for Modification:** To make the wording consistent with Article 814, Development Agreements.

- ~~99. Homes located on 12,000 square foot lots shall have a minimum 160 square foot storage space added in their garages, if only one garage space is provided. All homes will have a minimum two car garage.~~

**Reason for Modification:** No homes will be constructed with one garage space.

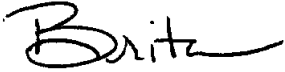
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to CCR  
ref.*

**Tentative Map Conditions for Development Agreement Case No. DA9-1-93**  
**Final Map Conditions for Development Agreement Case No. DA9-1-93**  
**Special Use Permit Application and Construction Conditions for Development Agreement Case No. DA9-1-93**

Currently, there are numerous repetitive conditions under each of these headings, and there are also conditions that pertain to the tentative map that appear under the development agreement and vice versa. I have reorganized the conditions under three headings -- development agreement conditions, tentative map conditions, and special use permit conditions. I think this format will be easier for everyone to work with.

Thank you for your consideration of this request. Please call me if I can provide you with additional information or answer any questions.

Sincerely,

A handwritten signature in black ink that reads "Brita". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brita Tryggvi, AICP  
Principal

pc: Mike Mohler  
Bob Sader

Attachments



# LETTER OF TRANSMITTAL

PROJECT NO. 88-003.20	DATE 4/24/96
--------------------------	-----------------

DA9-1-93

1150 Corporate Blvd., Reno, NV 89502 702/856-1150 FAX: 702/856-1160

**To:**

NAME/TITLE <i>Don Young</i>	ADDRESS
COMPANY <i>Department of Development Review</i>	

RECEIVED

APR 25 1996

DEVELOPMENT REVIEW

**From:**

**Project Name:**

<i>Brita Tryggvi</i>	<i>Southwest Pointe</i>
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Carrier:  U.S. Mail  Air Express  UPS  Hand Delivery  Other: \_\_\_\_\_

**We are sending you the following:**

QUANTITY	DATE	DESCRIPTION
8		<i>Draft Development Standards Handbook Annotated excerpt from Article 814 Design Review Committee Application</i>
1		
8		

**This information is:**

Attached  Being sent under separate cover via: \_\_\_\_\_

**Message or requested action:**

As requested  For your use/information  Sign and return  Review and comment  
 As submitted to: \_\_\_\_\_ on \_\_\_\_\_  
 Copy sent to: \_\_\_\_\_

**Notes:**

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If the information received is not as noted above, please call. \_\_\_\_\_

*Brita*  
SIGNATURE



# KAUTZ ENVIRONMENTAL CONSULTANTS, INC.

1135 Terminal Way, Suite 207, Reno, NV 89502  
Phone (702) 786-1123 Fax (702) 786-1175

April 10, 1996

Mr. Don Young  
Washoe County Planning  
Development Review  
P.O. Box 11130  
Reno, NV 89520

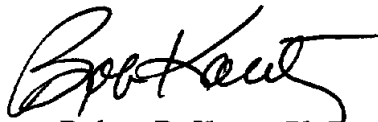
Dear Don:

Enclosed, please find one copy of the report for the Class III cultural resources survey that my firm surveyed in 1995 and 1996 for archaeological resources. The survey was over a large part of the Mt. Rose fan in the vicinity of Thomas and Dry Creeks in southwest Reno. The land is privately owned by Redfield Land Trust and much of the area is proposed for residential and recreation (golf course) development. The Intermountain Antiquities Computer System forms (IMACS) for the sites recorded in this area are also included in your copy of the report. As usual, we appreciate it that you will be forwarding this copy of the report to Ms. Rebecca Palmer at SHPO.

The report provides the survey results for two different block areas associated with what we have identified as the Dry Creek Fan Survey. The first block is an estimated 936 acres situated around Dry Creek and on the broad pediment to the east. The second block is an estimated 100 acres which was surveyed in March 1996, and the results from this additional survey are reported in Appendix A of the report.

If you have any questions or concerns, or if there is anything further we can do, please call me.

Sincerely,



Robert R. Kautz, Ph.D.  
President



Project No. 88-003.20  
April 1, 1996

Ms. Karen Mullen, Assistant Director  
Washoe County Department of Parks and Recreation  
P. O. Box 11130  
Reno, NV 89520

**RECEIVED**  
**APR 01 1996**  
WASHOE COUNTY  
DEVELOPMENT REVIEW

Mr. Don Young, Planner  
Department of Development Review  
P. O. Box 11130  
Reno, NV 89520

**Subject: Open Space Management Plan for Southwest Pointe  
(Case No. DA9-1-93)**

Dear Karen and Don:

Attached to this letter is a copy of the draft Open Space Management Plan for Southwest Pointe. It has been prepared to comply with Conditions 93 through 96. Please review and send me any written comments by April 19. I will then finalize this plan by May 1.

If you have any questions, please call me before April 5 because I will be on vacation from April 8 through April 19. I will be back in the office on Monday, April 22.

Thanks for your help.

Sincerely,

Brita Tryggvi, AICP  
Principal

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal

Attachment

DRAFT

**OPEN SPACE  
MANAGEMENT PLAN**

**Prepared for:  
Southwest Pointe Partners Ltd.**

**Prepared by:  
CFA, Inc.**

**April 1996**

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## Open Space Management Plan

This plan has been prepared to comply with the Conditions of Approval for Southwest Pointe (Case No. DA9-1-93). Specifically, the following conditions are relevant:

93. Prior to the approval of the final development agreement, an open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed, phasing of open space dedication, phasing of trail construction and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowner's association and provisions be made for perpetual funding for maintenance. Prior to approval of the final development agreement, a government entity (e.g., United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g., Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres.
94. The final development agreement shall include a provision for public open space that prohibits the sale of any open space without the consent of Washoe County.
95. A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan will be included in the final development agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreational facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.
96. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

## **Neighborhood Park**

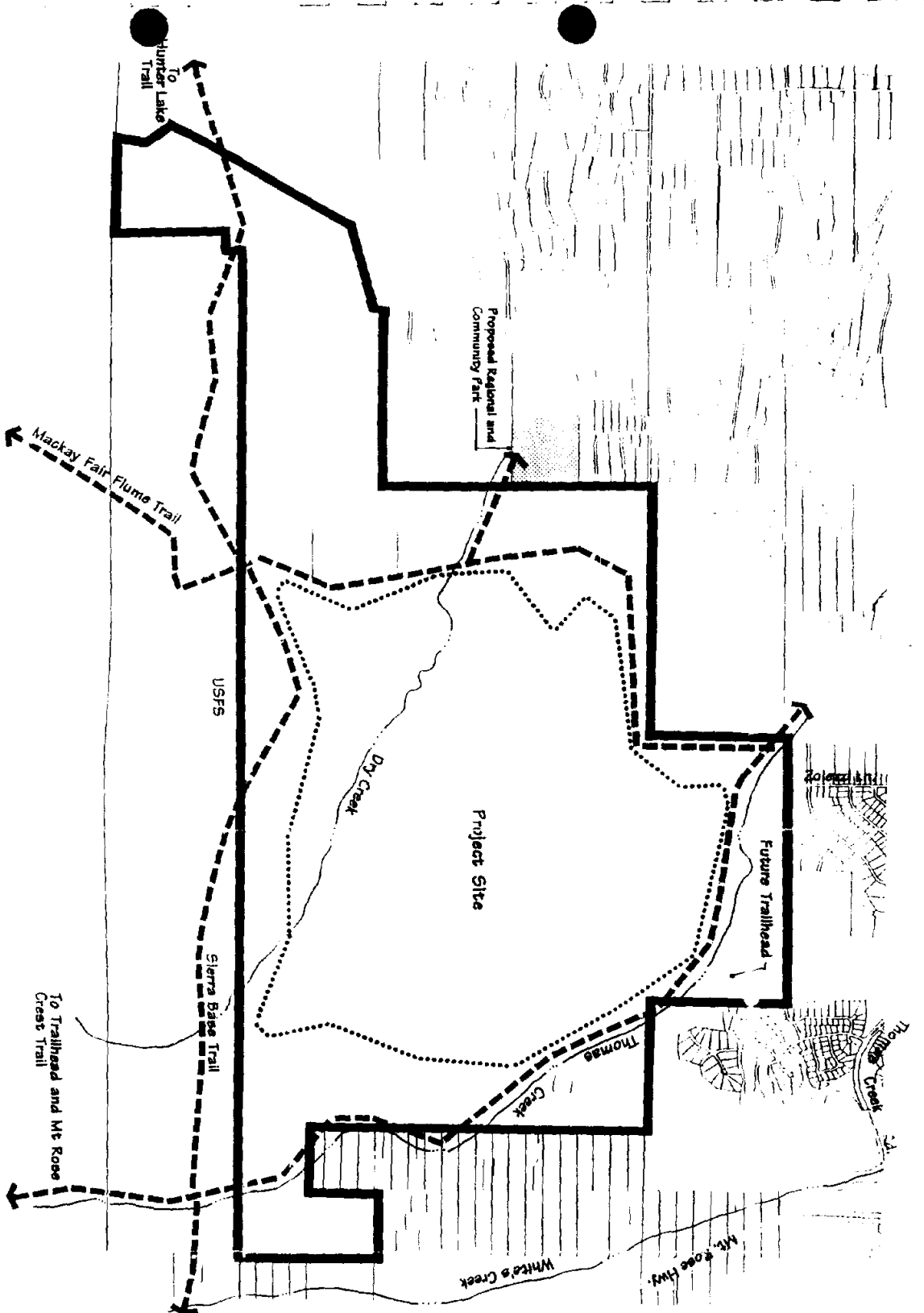
A neighborhood park is planned near the entrance to Southwest Pointe. As shown in Figure 1, the park will be constructed on the south side of Whites Creek Lane and on the east side of Thomas Creek. The park will be dedicated to Washoe County after the improvements have been completed. Southwest Pointe Partners or its successor will be reimbursed for the cost of the improvements and for the fair market value of the land from fees collected in Southwest Pointe from the Residential Construction Tax. All funds collected from the Residential Construction Tax from this project will be dedicated to reimbursement of the developer to the extent of the costs incurred.

It is important to ensure that recreational facilities are developed in a time frame that coincides with the demands created by development. Construction on the neighborhood park will commence prior to issuance of the 400<sup>th</sup> building permit and will be completed prior to issuance of the 600<sup>th</sup> building permit. Southwest Pointe Partners or its successor will be responsible for preparing a parcel map or final map to create the park parcel.

A conceptual plan of the park is presented in Figure 1. The park consists of approximately \_\_ acres. The area to the east is generally undeveloped with the developed portion of the park located on the western half of the site to take advantage of the creekside location. Proposed facilities include a children's play area, "T" ball field, trail head, parking areas, landscaped areas, paths, and individual and group picnic areas. These facilities have been identified after meetings with the staff of the Washoe County Parks and Recreation Department; however, it is anticipated that neighborhood meetings will be held and, as a result of these meetings, the conceptual plan may be modified. Washoe County will be responsible for maintenance of the park once it has been dedicated to the county.

## **Multi-Purpose Trails**

The proposed public trail system is shown in Figure 2 and is consistent with Washoe County's master plan for this park district. Public trails are proposed along Thomas Creek for access to the Mt. Rose Crest Trail and trailhead and around the northern



*Karen + Dan - The shape of the project site needs to be updated.*

**Legend**  
 Trail System  
 ----- Outline of Project Site

**Southwest Pointe**



Scale: 1"=2000'

Figure 2  
 Trail System

portion of the project for access to the Mackay Fair Flume Trail and the U.S.F.S. parcel in Section 11, which is proposed for a future community or regional park. Both trails provide access to the Sierra Base Trail, which eventually ties into the Hunter Lake Trail. Portions of the Sierra Base Trail are located on U.S.F.S. property and other portions, especially near Dry Creek, are located on Southwest Pointe. It will be necessary to relocate portions of the existing dirt road because of golf course and residential development along Dry Creek. In total, approximately 6 miles of public trails are proposed.

A system of internal private trails that connect to the public trails will be developed, and the location will be determined by the internal street system and/or parcelization. Southwest Pointe Partners or their successor will be responsible for construction and maintenance of all private trails.

Access to the public trail system will be available at several locations. The only access point with public parking will be at the neighborhood park, which will include the trailhead and parking areas. Access for individuals without vehicles is available from Whites Creek Lane, Zolezzi Lane, the neighborhood park, and the future regional or community park in Section 11. Motorized vehicles will be prohibited. The trails will be available for use by hikers, bicyclists, pedestrians, and equestrians.

The public trails will be constructed in the open space around Southwest Pointe. The trails will be located in a manner acceptable to Southwest Pointe Partners or their successor and the Washoe County Department of Parks and Recreation. Construction and maintenance of the trails will be the responsibility of Washoe County. When construction of the first 18-hole golf course is completed, the open space along Thomas Creek adjacent to the golf course and Phase I residential areas will be dedicated to Washoe County. If the county desires to construct the entire Thomas Creek trail, the developer will also grant an easement over a portion of open space along the eastern and southern boundaries of the project. These easements will ultimately be dedicated on future applicable final maps.

The staff of the Washoe County Department of Parks and Recreation has also expressed interest in stocking Thomas Creek with fish through the Urban Fisheries Program. To accomplish this work, vehicular access to the creek is necessary. Two



locations for vehicular access are proposed -- one is at the neighborhood park and the other is off of the maintenance road to the existing water tanks.

## Open Space

The site plan identifies approximately \_\_\_\_\_ acres of natural open space. The open space is located around the periphery of the project and provides a generous buffer between Southwest Pointe and all adjacent properties. Within the project itself, the goal is to create an open feeling through the lot layout, controls on fencing, siting of homes, and development of 36 holes of golf that meander through the neighborhoods.

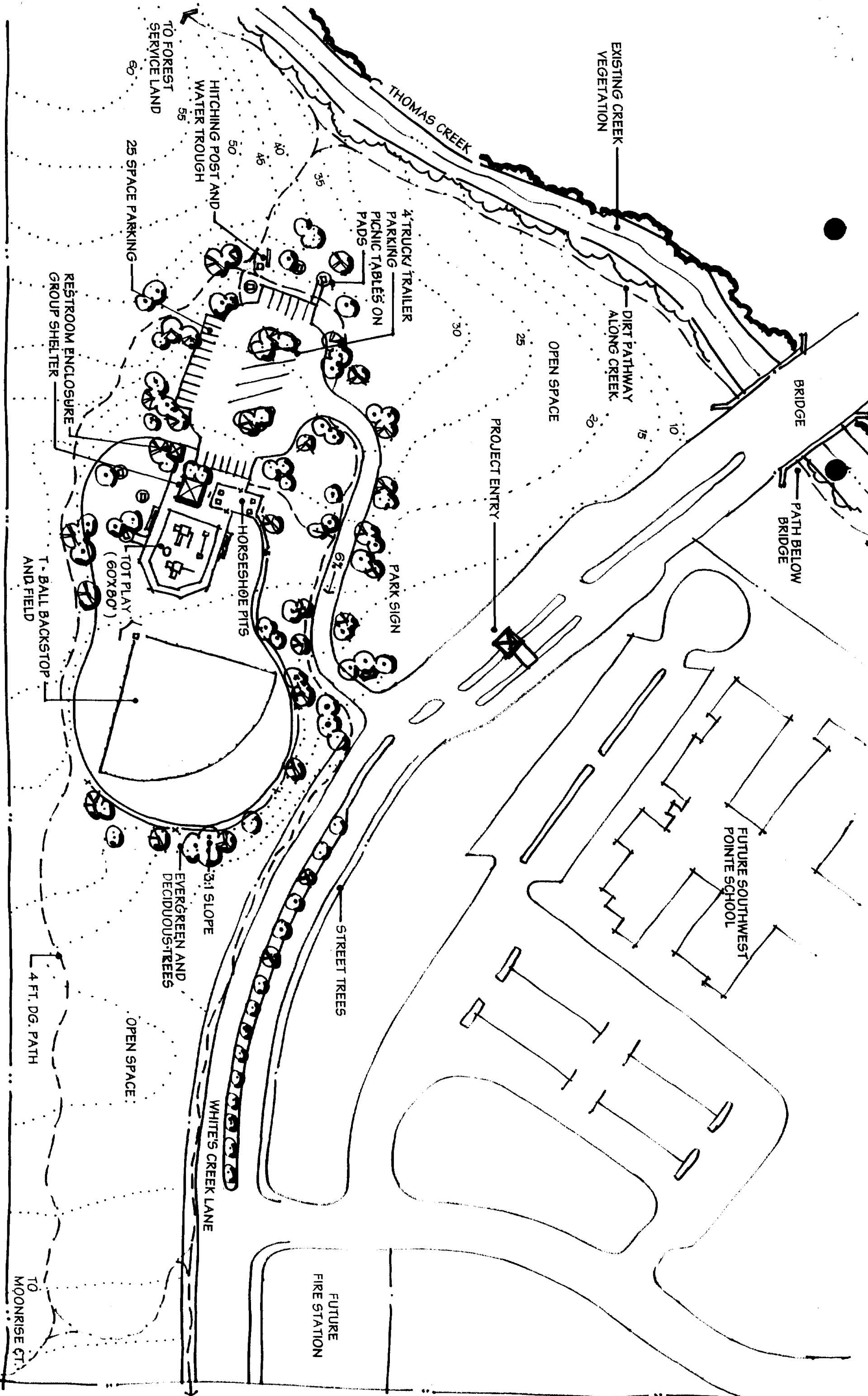
*Karen + Don - We just received a disk w/ the site plan. I will be able to give you the approximate acreage soon.*

As explained previously, to facilitate development of a public trail system along Thomas Creek, the open space along the creek will be dedicated or an easement will be granted when the first golf course is completed. The remaining open space will be dedicated as development progresses. With each final map on land adjacent to open space, an open space parcel will be created. When the map is recorded, the open space parcel will be deeded to Washoe County.

Only minimal disturbance of the natural habitat will be allowed. Some of the permitted uses include public trails, emergency access roads, water tanks and associated maintenance roads, fire breaks, stormwater detention ponds, and any other utility uses necessary to serve the project. Public access to designated wetlands will be restricted and seasonal restrictions and/or regulated recreational use in areas identified as key mule deer habitat will also be enforced. Provisions will be made for these types of uses and restrictions at the time of deeding.

Prior to dedication or grant of easements of the open space to Washoe County, Southwest Pointe Partners or their successors will be responsible for any maintenance that may be required. Possible maintenance activities may include debris and litter removal, fire prevention measures required by the Nevada Division of Forestry, and measures for habitat enhancement for mule deer that may be developed in consultation with the Nevada Department of Wildlife. Washoe County will be responsible for any maintenance activities required on property that is under their control. Maintenance activities for which the county is responsible may be identified by Southwest Pointe Partners or their successor at the time of deeding.

On residential lots adjacent to open space, fences should be used sparingly and with consideration for protection of privacy for key outdoor areas, safety, or animal control. Lot perimeter fencing is allowed. Specific design details will be included in the Development Standards Handbook and/or the CC&Rs.



WASHOE COUNTY NEIGHBORHOOD PARK AT EAST ENTRY - 15 ACRES

Figure 1  
SCALE: 1" = 100'



Project No. 88-003.20

March 29, 1996

RECEIVED

APR 01 1996

WASHOE COUNTY DEVELOPMENT REVIEW

Mr. Don Young, Planner
Department of Development Review
P. O. Box 11130
Reno, NV 89520

Subject: Southwest Pointe

Dear Don:

This letter incorporates all previous correspondence pertaining to clarifications and modifications to the Conditions of Approval for Southwest Pointe. Those changes are summarized below. Deletions are struck thru and additions are in italic. One of the more significant modifications has to do with Condition #26, which pertains to street standards for public and private roads. We are requesting that the primary loop road, which will have either an 80-foot or a 60-foot right-of-way, be private rather than public and that we have the option of installing a gate at the point where Whites Creek Lane becomes a private road.

One change that does not deal with a condition, but rather with the concept plan, is the number of 12,000 square foot, 1/2 acre, and 1 acre lots. We are proposing to modify the percentage of lots in each category as outlined below.

Table with 3 columns: Lot Size, As Approved, Proposed. Rows include 12,000 sq. ft., 1/2 acre & larger, and 1 acre & larger.

The biggest change occurs in the number of 1/2-acre lots which has been increased and the number of 1-acre lots which has been decreased. The rationale for this change is based on a marketing study performed by Whitney Research Group in February 1996. This study identified a greater demand for 1/2 acre lots. Their reasoning is based on demographic aging trends which suggest that as consumers

Samuel Chacón, P.E.
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Bryan Sprague, P.E.
Vice President

Brita Tryggvi, A.I.C.P.
Principal

Greg Doerr, A.I.C.P.
Principal

grow older (i.e., aging baby boomers), they do not want the upkeep of a large custom homesite. The older consumer desires freedom to travel and not be tied down to a large custom home and lot requiring extensive maintenance upkeep. Further, we are requesting a range, rather than a specific percentage, to permit some flexibility in site planning and to minimize the need for future revisions.

**Conditions for Development Agreement Case No. DA9-1-93**

1. *Unless specifically stated in the final development agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.*

**Reason for Modification:** Different standards may be proposed in the final development agreement; therefore, the wording of this condition needs to reflect this possibility.

2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The A "statement of compliance" format shall be made a part of the final development agreement. ~~For the Phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.~~

**Reason for Modification:** The second sentence should become a separate condition because it refers to the development agreement. The first sentence should also be a separate condition because it deals with the tentative maps and special use permits. The proposed deletions simply reflect the fact that

there is no reason to prepare a draft statement of compliance because the Phase I applications will not be submitted before the final development agreement is approved.

- ~~3. The recorded final development agreement shall be effective for a period not more than 15 years. An extension of this approval may be granted if mutually agreed to by the developer and Washoe County.~~

**Reason for Modification:** Article 814, Section 110.814.75 requires a development schedule as part of the final development agreement. Therefore, this condition is unnecessary because it simply repeats the requirements of the Washoe County Development Code.

4. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's Office, *County Engineer*, and the Department of Development Review *prior to final map approval*. 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~~ *county's ability to enforce certain provisions* against the property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum.

g. *Common area landscaping including along streets or landscaping along Whites Creek Lane*

h. Fire and fuelbreaks ~~on open space~~

~~l. Private streets and utilities~~

~~e. Public park center~~

. . . At a minimum, the CC&Rs shall also specifically address the following items:

j. ~~Requirement of Access to open space remaining open to~~ *for pedestrian and bicycle traffic.*

**Reason for Modifications:** The first change more accurately reflects the county's interest in enforcement. The second changes clarifies that this condition does not pertain to landscaping on private property along streets but is strictly limited to landscaping in common areas. Fire and fuelbreaks

may be located on property other than open space, therefore, the reference to open space should be deleted. Private streets are listed in an earlier item. (i.e., Item A). The developer will not be maintaining the public park and, therefore, this reference should be deleted. Lastly, some open space, such as wetlands, may not be open to pedestrian and bicycle traffic, therefore, this wording should be clarified.

11. ~~Within six months of the approval of the preliminary development agreement, a draft final development agreement that conforms with the provisions of Section 814 of the Washoe County Development Code shall be completed and submitted to the Washoe County Department of Development Review. Washoe County Department of Development Review will provide comments on the draft final agreement. The final development agreement will then be submitted to the Washoe County Board of County Commissioners within three months of submission of a completed agreement with all accompanying exhibits, provided the Department of Development Review does not delay the submission in order to approve provisions of the agreement to its satisfaction.~~ Extension of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.

**Reason for Modification:** A draft of the final development agreement has already been submitted, therefore, the proposed deletions simply reflect the current status. The proposed addition provides for delay in the submission.

12. ~~The project shall be developed in three phases. Phase I includes a tentative map for 436 lots, an 18-hole golf course, the village center, and driving range. Phase II will include an additional nine holes, the equestrian center and a tentative map for approximately 220 dwelling units. Phase III includes the remaining 434 lots and the last nine holes of golf. Modifications to the proposed phasing plan may be made if mutually agreeable to the developer and Washoe County. These modifications may include the commercial portion of the project and the second 18-hole golf course, which may be constructed during Phase II or Phase III.~~

**Reason for Modification:** Section 110.814.75 states that the final development agreement must include a development schedule that indicates

the phases in which the land subject to the development agreement will be built and the approximate dates for the completion of each phase.

14. The developer shall provide the Department of Development Review staff with a ~~monthly~~ *quarterly* report indicating the number of building permits issued *and other building activity*, once residential construction has started.

**Reason for Modification:** Monthly is too frequent, and quarterly should be often enough. The scope of the report was broadened to include all building activity (e.g., golf course, infrastructure) rather than simply an inventory of building permits.

20. Prior to final approval of the development agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Condition No. 16 and 18, from the project site to Wedge Parkway, to the satisfaction of the County Engineer.

~~Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following not to the satisfaction of the Development Review staff.~~

#### NOTE

~~An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge be less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.~~



**Reason for Modification:** The county has approved the Regional Road Impact Fee, which goes into effect this month. As a result, the second half of this condition is no longer necessary.

21. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 85th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 85th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

**Reason for Modification:** This condition should be divided into two conditions because the first paragraph deals with the development agreement and the remainder refers to the tentative maps and special use permits.

22. Prior to *or upon* approval of the ~~final development agreement~~ CC&Rs, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded.

**Reason for Modification:** The Homeowners' Association will be responsible for street maintenance, therefore, this topic is more accurately addressed in the CC&Rs.

23. Prior to approval of the final development agreement, *the developer shall provide* a schematic pedestrian circulation plan. As part of each tentative map, a detailed pedestrian circulation plan will be submitted and approved by the Department of Development Review.

**Reason for Modification:** The condition was incomplete.

25. Unless specifically stated *in these Conditions of Approval* or in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards

that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.

**Reason for Modification:** The conditions of approval are separate from the final development agreement and may include some items that are not in the development agreement.

26. The following roadway sections shall be applicable to the public and private on-site streets shown on the tentative map. A traffic report shall be submitted ~~prior to approval of the first final~~ *with each tentative map* which identifies the ultimate average daily traffic on each street *and make recommendations for geometric design (e.g., left turn storage capacity, site distance, minimum required turning radius)*
- a. *Private Common Driveways - Serving 4 or less lots, pavement width 20 feet; serving 5 or more lots, pavement width 22 feet; no parking either side. (Refer to street sections.)*
  - a. b. *Rural Private - 41 60 foot minimum ROW ~~eul-de-sac rural street~~ (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. (Refer to street sections.)*
  - b. c. *Local Private - 50-60 foot minimum ROW ~~local street~~ (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. (Refer to street sections.)*
  - e. d. *Collector Private - 50 60 foot minimum ROW ~~collector street~~ (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or*

County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. a minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. (*Refer to Street Sections.*)

- d. ~~e. Collector Private - 60 foot minimum ROW collector street (2000 ADT to 8000 ADT):~~ minimum 36 24-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking ~~permitted on both on either~~ side. A minimum ~~five (5)~~ eight (8) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed. (*Refer to street sections.*)
  
- ~~e. Public - 60 foot ROW collector street (2000 ADT to 9600 ADT):~~ minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt path one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
  
- f. ~~Public-Collector Private - 80 120 foot minimum ROW minor arterial collector street (up to 9600 ADT to 10,830 ADT):~~ A minimum 41 27 foot center median from curb face to curb face, 29.5 18 foot roadway section curb face to curb face pavement width on either side of the median; curb and gutter on both sides or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side; a minimum ~~four (4)~~ eight (8) foot meandering asphalt path both sides; no residential driveway access allowed. (*Refer to street sections.*)
  
- g. *Minor Arterial, Private - 120 foot minimum ROW (more than 10,800 ADT):* A minimum 27 foot center median from curb face to curb face, 24 foot roadway

*section on either side of the median; County Engineer approved concrete header with roadside ditch; no parking either side; a minimum 8 foot meandering asphalt path both sides. A gate may be installed at the point where Whites Creek Lane becomes a private road. (Refer to street sections.)*

- h. Minor Arterial, Public - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27 foot center median from curb face to curb face, 29.5 foot roadway section on either side of the median; curb and gutter on both sides; a minimum 6 foot concrete sidewalk on both sides. (Refer to street sections.) A gate may be installed at the point where Whites Creek Lane becomes a private road. A public turn-around is required on the public side of the gate.*

**Reason for Modification:** To be consistent with Washoe County Street Design Standards, to create a hierarchy of paths, and to change some of the public streets to private streets.

- 27. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer, Washoe County Department of Development Review and the developer. Maintenance of median landscaping shall be by the Homeowners' Association as provided for in a separate maintenance agreement to be approved by the County Engineer and the District Attorney's Office prior to approval of the ~~final development agreement~~ CC&Rs.

**Reason for Modification:** The Homeowners' Association will be responsible for the maintenance of median landscaping, therefore, this topic is more accurately addressed in the CC&Rs.

- 28. Meandering asphalt paths will be acceptable provided . . .
  - c. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the Homeowners' Association as provided for in a separate maintenance agreement and be approved by the County Engineer and the District Attorney's office prior to approval of the ~~final development agreement~~ CC&Rs.

**Reason for Modification:** The Homeowners' Association will be responsible for the maintaining the asphalt paths and the landscaping between the road and the path, therefore, this topic is more accurately addressed in the CC&Rs.

33. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than ~~500~~ 1,500 feet to the satisfaction of the County Engineer and the applicable fire protection agency. These roads shall have a 30-foot access easement with a minimum 20-foot width of ~~6 inches of Type 2 Class B aggregate base.~~ *2.5 inches of asphalt concrete pavement on an engineered gravel base.* The roads shall be controlled by emergency access gates and shall be posted with signs stating "For emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.

**Reason for Modification:** The county has adopted new standards for emergency access roads since this project was approved. The proposed change is consistent with the new standards.

34. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. ~~The emergency access road shall be constructed within a 30-foot access easement to a minimum 20-foot width with 4 inches of Type 2 Class B aggregate base.~~

**Reason for Modification:** The last sentence repeats Condition #33.

36. Unless otherwise stated *in these conditions of approval or in the final development agreement*, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer.

**Reason for Modification:** The conditions of approval are separate from the final development agreement and may include some items that are not in the development agreement.

40. Off-site parking areas shall be provided within ~~300~~ 500 feet of homes that have lots ranging in size between 12,000 square feet and 0.5 acre . One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map(s), to the satisfaction of Washoe County Department of Development Review and the Developer.

**Reason for Modification:** To avoid having a multitude of guest parking areas with 1 or 2 spaces, the spacing requirement was increased to 500 feet so that the guest parking areas will consist of 4 or 5 spaces. Guest parking areas will be added to the neighborhoods with 0.5 acre lots because on-street parking will be prohibited on the private streets and the front yard setback can be reduced with side-entry and detached garages.

41. All private roadways shall be depicted on the final maps and identified ~~in the final development agreement~~ on the tentative map as either private access easements over individual adjacent lots or, if identified as separate parcels, as either common areas with equal fractional ownership by all of the lots within the development or common areas owned by the Homeowners' Association to the satisfaction of the County Engineer.

**Reason for Modification:** NRS Chapter 116 (Uniform Common Interest Ownership Act) requires a corporation to be formed for the Homeowners' Association. The corporation owns the common areas.

43. Regulatory signs must be installed at the juncture of all public streets with a private street and at intersections along the primary loop road to the satisfaction of the County Engineer. Said sign shall state: "Private street not maintained by county." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.

**Reason for Modification:** Since there is only one location where a public street intersects with a private street (i.e., at the main project entrance), there

would only be one sign. The county staff wants signs at additional locations and, therefore, the suggested wording to add "at intersections along the primary loop road."

48. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the applicant shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed upon locations to the satisfaction of the County Engineer. The easement shall be submitted with the plans for the final golf course improvements.

**Reason for Modification:** The first paragraph pertains to tentative maps and special use permits; whereas, the second paragraph only refers to the special use permit for the golf course. Therefore, only the first paragraph should appear with the tentative map conditions and both paragraphs should appear with the special use permit conditions.

49. A maintenance plan of all drainage facilities to be owned by the homeowners' association shall be provided prior to approval of the ~~final development agreement~~ CC&Rs. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant and associated Steamboat Ditch conveyance system . . .



**Reason for Modification:** The Homeowners' Association will be responsible for the maintaining the asphalt paths and the landscaping between the road and the path, therefore, this topic is more accurately addressed in the CC&Rs.

51. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
  - a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park,~~ or revert to open space.
  - b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final development agreement. If construction is not started by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park,~~ or revert to open space.
  - c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park,~~ or revert to open space.
  - d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.

**Reason for Modification:** We have been working with Karen Mullens, Washoe County Parks and Recreation Department, to identify a neighborhood park that is not adjacent to the school. The preferred location is adjacent to Thomas Creek on the south side of Whites Creek Lane.

56. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided ~~between property lines of single-family residences and riparian vegetation from any structures.~~

**Reason for Modification:** It would be difficult and impractical to implement the original wording because it would result in long, thin parcels along riparian areas that would become a "no man's land". The suggested wording is consistent with the intent of this condition and avoids the creation of unusable parcels.

- ~~64. Prior to the approval of the final development agreement, the applicant shall provide staff with a phasing schedule for the dedication of water rights. Permitted or certificated groundwater rights in the amount of 1.12 acre-feet must be dedicated to Washoe County for each lot of a final map. Water rights, in accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.~~

**Reason for Modification:** Current county policy requires that sufficient water rights will be dedicated prior to recordation of each final map. A phasing schedule is typically not necessary. The required number of water rights for each lot may change in the future because the county is evaluating SPPCo water rights dedication requirement which is based on lot size. If the requirement changes, we do not want to be constrained by this condition.

- ~~65. Prior to the approval of the final map, the developer shall demonstrate how compliance with NRS 278.349, that requires the availability of water meet applicable health standards and is sufficient in quantity to serve the foreseeable needs of the subdivision, shall be met to the satisfaction of the~~

~~District Health Department and Washoe County Department of Development Review.~~

**Reason for Modification:** Condition #67 addresses this topic, therefore, this condition is repetitive.

- ~~69. The developer shall provide adequate assurance that the sewage, water, and drainage systems will be satisfactorily maintained and operated.~~

**Reason for Modification:** The developer is not responsible for maintaining the sewage and water systems. These facilities are maintained Washoe County. Maintenance of the drainage system has already been addressed in Condition #49.

74. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval. ~~The water source shall meet both primary and secondary standards of the Safe Drinking Water Act.~~

**Reason for Modification:** The last sentence repeats federal, state, and local law. A subsequent condition (i.e., #77) requires the developer to use treated wastewater which will not meet drinking water standards. Therefore, the two conditions contradict one another.

- ~~79. The project shall be designed to accommodate a gravity flow sanitary sewer system within the boundaries of the subdivision. Such design shall be to the satisfaction of the Utility Division.~~

**Reason for Modification:** According to Terri Svetich, Washoe County Utility Division, this is not a Utility Division condition and can be deleted.

83. The sanitary sewer collection system and water system facilities, *with the exception of the golf course and common area irrigation systems*, must be offered for dedication to Washoe County.

**Reason for Modification:** Washoe County does not want to be responsible for golf course and common area irrigation systems, therefore, these systems should remain private.

- ~~90. Should the proposed "off stream" location for the flood detention facility proposed in the 1990 Kennedy/Jenks report not be dedicated for this purpose, a minimum ten acre site for an elementary and a minimum 25 acre site for a middle school shall be offered for dedication. If the "off stream" flood control facility is dedicated to Washoe County, a 10-acre site for the elementary school shall be offered for dedication. If the area for the "off-stream" facility is dedicated, but the county has not complied with Condition No. 51, the use for the area shall revert back to a school site and/or a park site (if requested by Washoe County) as proposed by the developer. If a school or park site is not requested by Washoe County, this area shall remain as an open space buffer.~~

**Reason for Modification:** The special use permit for the elementary school has already been approved. The elementary school will be located on a 17-acre parcel on the north side of Whites Creek Lane. This elementary school site is not impacted by the flood control facility. A neighborhood park site has also been proposed on the south side of Whites Creek Lane.

92. A minimum one-acre site shall be offered for dedication *prior to approval of a final map*, if requested by the applicable fire protection agency, for a fire station. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements.

**Reason for Modification:** To clarify when the fire station site must be dedicated.

- ~~95. Unless the off-stream site is dedicated to the county, A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan has been submitted, which if conceptually approved by the county, should will be included in the final development agreement. The final park design shall be mutually agreeable to the county and the developer. The developer~~

will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.

**Reason for Modification:** The park site has nothing to do with the off-stream detention facility, therefore, this reference is inaccurate. The sketch plan that is referred to in this condition has been changed and the park site has been moved, therefore, this reference is also inaccurate.

97. Prior to approval of the final development agreement, the developer shall submit ~~schematic landscaping and architectural design guidelines~~ *a Development Standards Handbook* for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

**Reason for Modification:** To make the wording consistent with Article 814, Development Agreements.

- ~~99. Homes located on 12,000 square foot lots shall have a minimum 160 square foot storage space added in their garages, if only one garage space is provided. All homes will have a minimum two car garage.~~

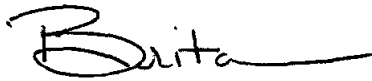
**Reason for Modification:** No homes will be constructed with one garage space.

**Tentative Map Conditions for Development Agreement Case No. DA9-1-93**  
**Final Map Conditions for Development Agreement Case No. DA9-1-93**  
**Special Use Permit Application and Construction Conditions for Development Agreement Case No. DA9-1-93**

Currently, there are numerous repetitive conditions under each of these headings, and there are also conditions that pertain to the tentative map that appear under the development agreement and vice versa. I have reorganized the conditions under three headings -- development agreement conditions, tentative map conditions, and special use permit conditions. I think this format will be easier for everyone to work with.

Thank you for your consideration of this request. Please call me if I can provide you with additional information or answer any questions.

Sincerely,

A handwritten signature in cursive script that reads "Brita".

Brita Tryggvi, AICP  
Principal

pc: Mike Mohler  
Bob Sader

Attachments



RECEIVED  
MAR 19 1996  
WASHINGTON  
DEVELOPMENT

Project No. 88-003.20  
March 16, 1996

Mr. Don Young, Planner  
Department of Development Review  
P. O. Box 11130  
Reno, NV 89520

**Subject: Southwest Pointe**

Dear Don:

Please postpone our request to modify several of the conditions of approval for Southwest Pointe. We are still working on some of the changes and I hope to have all the proposed modifications to you within a week. We would like to be rescheduled for the May 7 Planning Commission meeting.

Thank you for your cooperation.

Sincerely,

Brita Tryggvi, AICP  
Principal

pc: Mike Mohler  
Gerald Smith

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal

Date: 12-Mar-96 09:57  
242Send-to: DYOUNG@WASHOE  
From: KKLEIN @WASHOE (Klein, Kris)  
To: DYOUNG  
Subject: SOUTHWEST POINTE AMENDED CONDITIONS  
20MCB-options: YNYNA  
X-Net-User: KKLEIN  
Message-id: 604A4531810C2200  
Conversation-id: 604A4531820C2200

Don,

The proposed amendments to the developement agreement conditions (Brita's 2/7/96 letter) look ok with the exception of Condition 26. Conditon 26 deals with the street sections and has been superseded by today's meeting. Here are some potential issues I thought of regarding the offsite portion of Whites Creek Lane. We approved attached sidewalks with the special use permit for the elementary school. If the School District decides they don't want to put in the 10' landscape strip and detached sidewalk, I don't think they have to. Will we be creating a potential problem for approving two different standards for the same portion of Whites Creek Lane? Also, per Condition 20, if a special assessment district is created for the construction of the offsite portion of Whites Creek Lane, I don't think it would be fair to include the right-of-way landscaping as part of the cost of the special assessment. The landscaping is an amenity the developer wants, not a necessary part of the roadway required for access. Let me know if you need an official memo on the amended conditions.

Kris





Project No. 88-003.20  
February 23, 1996

2/27/96

Post-It™ brand fax transmittal memo 7671 # of pages > 4	
To Britta Tryggvi	From Kris Klein
Co. CFA	Co. Washoe Co. Engineering
Dept.	Phone # 328-2041
Fax # 856-1160	Fax #

cc: Don Young ✓

Mr. Don Young, Planner  
Department of Development Review  
P. O. Box 11130  
Reno, NV 89520

FEB 27 1996  
OFFICE OF  
WASHOE COUNTY ENGINEER

Subject: Southwest Pointe

Dear Don:

Additional modifications to Condition #26, which addresses street sections, are proposed below. Southwest Pointe will have a rural character and the streets that are constructed will contribute to that character. We are, therefore, proposing street sections which we believe are more consistent with the character we are trying to create -- the pavement widths are narrower, concrete headers will be installed rather than curb and gutter, asphalt paths will be constructed rather than concrete sidewalks, and the roads will be private. Since the roads are private, maintenance will be the responsibility of the developer and/or homeowner's association.

The proposed changes to Condition #26 are summarized below. Deletions are ~~struck thru~~ and additions are in *italic*. Some of the changes presented below repeat the information that was presented in my February 13 letter.

Conditions for Development Agreement Case No. DA9-1-93

26. The following roadway sections shall be applicable to the <sup>public and</sup> private on-site streets shown on the tentative map. A traffic report shall be submitted ~~prior to approval of the first final~~ *with each tentative map* which identifies the ultimate average daily traffic on each street *and make recommendations for geometric design (e.g., left turn storage capacity, site distance, minimum required turning radius)*. *Any public streets not specified will be to WCC*

Samuel Chacón, P.E.  
President  
Bryan Sprague, P.E.  
Vice President  
Brita Tryggvi, A.I.C.P.  
Principal  
Greg Doerr, A.I.C.P.  
Principal

SEE ATTACHED COMMENTS →

22' MIN. PAVEMENT WIDTH REQUIRED PER CODE SECTION 110.436.110 (a)

PATHS CAN NOT BE IMMEDIATELY ADJACENT TO THE CONCRETE HEADER. FOR PEDESTRIAN SAFETY, USE DETACHED PATHS OR CURB + GUTTER WITH SIDEWALK.

- a. Common Driveways - Maximum 100 ADT: 20-foot easement, minimum 18-foot pavement width, no parking either side.
- a. b. Private - 41 foot ROW ~~cul-de-sac~~ rural street (maximum 200 ADT): minimum ~~22-20~~<sup>22</sup> foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- b. c. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- e. d. Private - 50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. a minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- e. e. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum ~~36~~ 32-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking ~~permitted on both~~<sup>either</sup> sides. A minimum ~~five (5)~~<sup>defached</sup> four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.

OK TO  
DELETE →

~~e. Public 60 foot ROW collector street (2000 ADT to 9600 ADT):  
minimum 36 foot pavement width; curb and gutter or County  
Engineer approved concrete header with roadside ditch both sides;  
parking prohibited both sides; minimum four (4) foot meandering  
asphalt path one side, residential driveway access not allowed.  
Where proposed, center medians shall be limited to a minimum of 11  
feet from curb face to curb face.~~

OK →

f. ~~Public-Private - 80 foot ROW minor arterial collector street (up to 9600  
ADT to 10,830 ADT):~~ A minimum 11 foot center median from curb  
face to curb face, 29.5 16 foot roadway section curb face to curb face  
pavement width on either side of the median; curb and gutter on both  
sides or County Engineer approved concrete header with roadside ditch  
both sides (developer's discretion); no parking either side; a minimum  
four (4) foot meandering asphalt path both sides; no residential  
driveway access allowed.

A PUBLIC TURN-  
AROUND IS  
REQUIRED ON  
THE PUBLIC  
SIDE OF THE  
GATE. →

g. Public or Private - 100 foot ROW ~~major~~ minor arterial street (~~more  
than~~ up to 10,800 ADT): A minimum 20 foot center median from curb  
face to curb face, 29.5 foot roadway section on either side of the median;  
public road will have curb and gutter on both sides; private road will have  
county approved concrete header; no parking either side; public street will <sup>have</sup> a  
six (6) foot concrete sidewalk both sides; private street will have a minimum  
4 foot meandering asphalt path both sides. A gate may be installed at the  
point where Whites Creek Lane becomes a private road.

Thank you for considering these modifications. Please call me if I can provide  
you with additional information or answer any questions.

Sincerely,

Brita Tryggvi, AICP  
Principal

pc: Mike Mohler  
Rick Gardner  
Kristine Klein, Engineering Division

## COMMENTS FOR CONDITION 26.a. COMMON DRIVEWAYS:

THE COMMON DRIVEWAYS MUST COMPLY WITH THE <sup>MINIMUM</sup> STREET DESIGN STANDARDS IN ARTICLE 436 OF THE DEVELOPMENT CODE. A 20' MINIMUM PAVEMENT WIDTH IS REQUIRED FOR DRIVES SERVING 4 LOTS OR LESS, AND A 22' MINIMUM PAVEMENT WIDTH IS REQUIRED FOR DRIVES SERVING 5 LOTS OR MORE. THE INTERSECTION OFFSET BETWEEN 2 COMMON DRIVEWAYS SHALL BE A MINIMUM OF 200 FEET. COMMON DRIVEWAYS THAT ACCESS COLLECTORS SHALL BE DESIGNED SUCH THAT THE DRIVEWAY TRAFFIC DOES NOT AFFECT THE FLOW OF TRAFFIC ON THE COLLECTOR. THIS SHALL BE ADDRESSED BY A ~~E~~ TRAFFIC REPORT AND MAY REQUIRE TAPERS AND/OR LARGER RETURNS.

#? All public roads will be accessed from an accepted county street.



PLANNERS ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS

Alex Fittinghoff, A.I.C.P. Sam Chacon, P.E. Steve Williams, R.L.A. Bryan Sprague, P.E.

5/9/96

Project No. 88-003.18  
February 21, 1995

Mr. Jeff Murphree, AICP  
Department of Development Review  
P. O. Box 11130  
Reno, NV 89520-0027

**Subject: Southwest Pointe (Case No. DA9-1-93)**

Dear Jeff:

Condition #19 from the amended conditions of approval reads as follows:

19. The final development agreement shall not be approved until the right-of-way of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Provided however, that preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition #21. A recorded right-of-way document shall be provided to the satisfaction of the County Engineer and the District Attorney's Office.

I have attached a copy of the recorded document that allows ingress and egress of vehicles from Zolezzi Lane to the Redfield Trust property and provides for underground utilities. With receipt of this document, we have complied with this condition in a manner sufficient to permit issuance of a grading permit for the golf course. (We realize that a similar document must be recorded for Whites Creek Lane prior to approval of the final development agreement or issuance of the first building permit.)

Please contact me immediately if you are not in agreement with the preceding statements. If I do not hear from you, I will assume you agree.

Sincerely,

Brita Tryggvi, AICP  
Associate

Attachment

pc: Gerald Smith, Redfield Land Company  
Rick Gardner, Genoa Lakes Venture



**REDFIELD  
LAND  
COMPANY**

1755 East Plumb Lane  
Suite 212  
Post Office Box 61  
Reno, Nevada 89504  
(702) 323-1373  
FAX (702) 323-4476

RECEIVED  
AUG 12 1994  
CFA

August 11, 1994

Ms. Brita Tryggvi  
CFA, Inc.  
1150 Corporate Boulevard  
Reno, Nevada 89502

Re: Southwest Pointe

Dear Brita:

I am enclosing another copy of the TMS Easement along Zolezzi Lane. The enclosed document contains all of the recording information and you may find it to be helpful to you.

Thank you for your continuing assistance.

Sincerely yours,

A handwritten signature in cursive script that reads "Gerald C. Smith".

Gerald C. Smith

GCS:ja  
Enclosure

After recording mail to:

Redfield Land Company  
1755 East Plumb Lane, Suite 212  
P. O. Box 61  
Reno, NV 89504

COPY

EASEMENT

This Easement is made this 12<sup>th</sup> day of July, 1994 by and between TMS Associates, a limited partnership ("TMS") and Betty Alyce Jones, Helen Jeanne Jones, Iris G. Brewerton, Kenneth G. Walker and Gerald C. Smith, surviving trustees of the Nell J. Redfield Trust (collectively referred to herein as the "Trust").

R E C I T A L S:

This Easement is made with reference to the following facts:

1. On or about July 1, 1980 Nell J. Redfield and TMS Associates entered into an agreement wherein TMS would provide to Redfield the location of an easement over a portion of the properties owned by TMS more particularly described in Exhibit "A" attached hereto (the "TMS Property") for use in conjunction with certain real property then owned by Ms. Redfield.

2. The Trust, successor-in-interest of Nell J. Redfield, owns that certain real property described in Exhibit "B" (the "Trust Property") and wishes to obtain an easement for the purposes described hereinafter.

NOW THEREFORE, it is hereby agreed between the parties as follows:

A. Easement Over The Easement Property.

1. Grant of Easement: TMS hereby grants to the Trust, for the benefit of the Trust Property and the mortgagees, holders of security interest, tenants, lessees, sublessees, employees and agents of the Trust an easement for the ingress and egress of vehicles to the Trust Property over that portion of the TMS Property described on Exhibit "C" attached hereto (hereinafter the "Easement Property").

2. Purpose of Easement: The easement granted hereby shall be for the purpose of allowing the ingress and egress of vehicles from Zolezzi Lane to the Trust Property and providing for underground utilities.

BK4714PG0118

B. Non-Exclusive Easement. This Easement is non-exclusive and may be used by TMS, its mortgagees, holders of security interest, tenants, lessees, sub-lessees, grantees, employees, agents, licensees, visitors and invitees for any purpose, including general unrestricted access to the TMS Property. TMS may, at TMS's sole discretion, pave the road constructed on the Easement Property (the "Road"), widen it and move it to another location on the TMS Property so long as access is still provided to the Trust Property to the satisfaction of Washoe County and the Nevada Division of Forestry. TMS may, at TMS's sole discretion, relocate the roadway and utilities, if so placed within the Easement Property, with the consent of the Trust which consent will not be unreasonably withheld. The Trust agrees to provide TMS with no less than sixty days notice prior to the placement of any utilities within the Easement Property. The Trust agrees to withhold any and all objections to TMS tying into utilities placed within the Easement Property. TMS agrees to fund its proportionate share of the utility construction cost if TMS ties into the utilities placed within the Easement Property.

C. Road Design: Bridges. The Road shall be constructed at the expense of the Trust and/or the County of Washoe and under no circumstances at the expense of TMS. The Road design, method of construction, any bridges constructed thereon, culverts and all other matters in connection with the design and construction of the Road on the Easement Property must comply with all ordinances and requirements of all governmental agencies for such a road and must be approved by TMS, which approval shall not be unreasonably withheld.

D. Maintenance. The Trust shall maintain the Road at all times, all culverts and bridges constructed thereon or associated therewith and all slopes and shall grade the Road, keep it free of debris and vegetation and keep it passable at all times as shall be reasonably required and approved by TMS and in conformance with all regulations of Washoe County.

E. Easement Runs With The Land. The easement granted hereby shall run with the land, benefit the Trust Property, burden the TMS Property and shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of both TMS and the Trust in ownership of their respective properties described herein. Neither the benefits nor the burdens of the easement granted hereby shall run with any other land or to the benefit of any other entity or person whatsoever. No other person or entity is intended to nor shall any such person or entity be the beneficiary of any provision of this document.

F. Indemnity. The Trust shall indemnify and hold TMS harmless from any liability, claims, causes of action, damages or costs, including attorneys fees, which TMS may incur in connection with or relative to the easement granted hereby and to the

BK4114PG0119




construction, use and maintenance of the Road, arising from any act or failure to act, except the intentional act, failure to act or negligence of TMS. The Trust shall protect, indemnify and hold harmless TMS, its partners, officers, agents, employees, attorneys, successors and assigns from and against any loss, damage, claim, expense or liability (including attorneys fees) directly or indirectly arising out of or attributable to the use, presence, generation, production, release, discharge or disposal of a hazardous substance (as defined in any statute, ordinance or governmental regulation) on or about the Easement Property caused in any way by the Trust or its successors and assigns or anyone using the Easement Property granted hereby, or any replacement thereof, for access to the Trust Property.

G. Prior Agreements. This Easement supersedes any and all prior understandings and agreements between TMS and the Trust of any kind whatsoever, including but not limited to the agreement of July 1, 1980 described in recital 1 above, and shall be deemed to be in complete satisfaction of and in complete compliance with all such agreements and understandings.


H. Attorneys Fees. Either party may enforce this instrument by appropriate action and the prevailing party shall be entitled to recover costs, including reasonable attorneys fees.

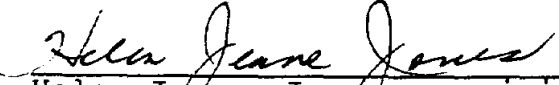
I. Law. This Easement shall be governed by Nevada law.

TMS ASSOCIATES, a limited partnership

By:   
Peter M. Thomas, General Partner

By:   
Robert J. Sullivan, General Partner

  
Betty Alyce Jones, surviving trustee  
of the Nell J. Redfield Trust

  
Helen Jeanne Jones, surviving trustee  
of the Nell J. Redfield Trust

BK4114PG0120

Iris G. Brewerton, surviving trustee  
of the Nell J. Redfield Trust

Kenneth G. Walker, surviving trustee  
of the Nell J. Redfield Trust

Gerald C. Smith  
Gerald C. Smith, surviving trustee  
of the Nell J. Redfield Trust

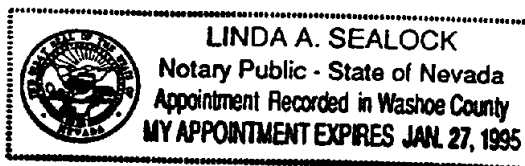
State of Nevada  
County of Washoe

BK 4114PG0121

This instrument was acknowledged before me on July 12, 1994 by Peter M. Thomas, General Partner of TMS Associates, a limited partnership.

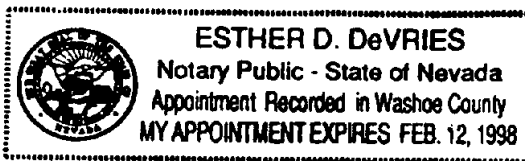
Linda A. Sealock  
Notary Public

State of NEVADA  
County of WASHOE



This instrument was acknowledged before me on June 15,  
1994 by Robert J. Sullivan, General Partner of TMS Associates, a limited partnership.

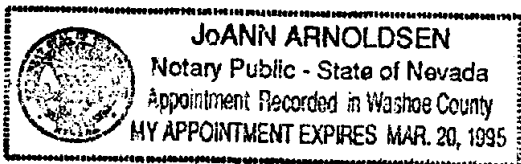
Esther D. DeVries  
Notary Public



State of Nevada

County of Washoe

This instrument was acknowledged before me on June 29, 1994 by Betty Alyce Jones, surviving trustee of the Nell J. Redfield Trust.

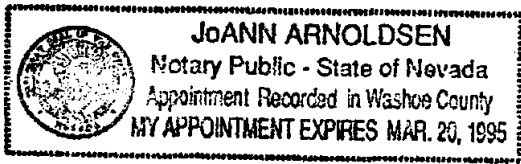


JoAnn Arnoldsen  
Notary Public

State of Nevada

County of Washoe

This instrument was acknowledged before me on June 29, 1994 by Helen Jeanne Jones, surviving trustee of the Nell J. Redfield Trust.



JoAnn Arnoldsen  
Notary Public

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by Iris G. Brewerton, surviving trustee of the Nell J. Redfield Trust.

\_\_\_\_\_  
Notary Public

BK4114PG0122

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_ by Kenneth G. Walker, surviving trustee of the Nell  
J. Redfield Trust.

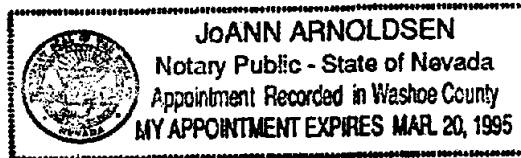
\_\_\_\_\_  
Notary Public

State of Nevada

County of Washoe

This instrument was acknowledged before me on June  
29, 1994 by Gerald C. Smith, surviving trustee of the Nell  
J. Redfield Trust.

JoAnn Arnoldsen  
Notary Public



BK 4114PG0123

EXHIBIT "A"

TMS PROPERTY

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

All of Section 13, Township 18 North, Range 19 East,  
M.D.B. & M.

EXCEPTING THEREFROM that portion lying Northeasterly of  
the Steamboat Ditch.

Said land is shown on Survey Map No. 1326 recorded August  
23, 1979, as File No. 625159.

APN 49-010-05  
06

BK4114PG0124

EXHIBIT "B"  
TRUST PROPERTY

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

All of the following sections of Township 18 North, Range  
19 East, M.D.B. & M.:

2, 10, 14, 15, 22, 23, 24, 26, 27.

*APN 49-010-10*

BK4114PG0125

EXHIBIT "C"

EASEMENT PROPERTY

A parcel of land situate within the County of Washoe, State of Nevada, as follows:

The east 3300.00 feet of the south 60.00 feet of Section 13, Township 18 North, Range 19 East, M.D.B. & M.

APN 49-010-05  
-06

BK4114PG0126

OFFICIAL RECORDS  
WASHOE CO. NEVADA  
RECORD REQUESTED BY

1818322

*James Arnoldson*

'94 JUL 25 A9:07

JOE MELCHER  
COUNTY RECORDER

15.0000 *EX*

1500



RECEIVED  
FEB 09 1996  
WASHOE COUNTY  
DEVELOPMENT REVIEW

Project No. 88-003.20  
February 8, 1996

Mr. Don Young, Planner  
Department of Development Review  
P. O. Box 11130  
Reno, NV 89520

Ms. Kristine Klein  
Department of Public Works, Engineering Division  
P. O. Box 11130  
Reno, NV 89520

**Subject: Southwest Pointe**

Dear Kristine and Don:

Attached is my memorandum about the site plan for Southwest Pointe. The content of the site plan was discussed and agreed upon at our meeting on February 1. If I have misunderstood your intent on any items, please contact me immediately. If I do not hear from you, I will assume that you agree with the items listed on the attached pages.

Sincerely,

Brita Tryggvi, AICP  
Principal

pc: Mike Mohler  
Rick Gardner

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal



# SITE PLAN

a & b **Name of project - Ok**

**Boundary - Ok**

**Vicinity map - Ok**

**Date, north arrow, scale - Ok**

**Name & address of owner, developer, planner - Ok**

**Seal of engineer - Ok**

How would this be shown? (1) Listed on the site plan.

c. **Existing topography at 2-foot contour intervals -** Because of the slope across the property, we propose to show existing topography at 5-foot contour intervals.

How would this be shown? (1) On the site plan.

**Proposed topography @ 2-foot contour intervals -** We are suggesting that proposed topography not be shown because we are not preparing a grading plan and, therefore, we do not know the proposed topography.

**100-year floodplain -** This information is available from FEMA.

How would this be shown? (1) On the site plan.

**Base flood elevations -** Not applicable, FEMA has not identified base flood elevations for this area.

**Identify areas w/in site and w/in 50 feet of perimeter where ground removal or filling is required -** The limits of grading can be shown.

How would this be shown? (1) A line on the site plan will identify the limits of grading., (2) Edge conditions will be shown on the site plan, (3) Text in Design Guidelines describing how slopes will be treated.

Note: It was agreed that the tentative map will be prepared with 5-foot contours at a scale of 1" = 100'.

d. **Regulatory zone boundaries within 500 feet of perimeter of site -** The land use designations from the Area Plan will be mapped.

How would this be shown? (1) On an 8.5" x 11" or 11" x 17" base map.

- e. **Location and use of structures within 300 feet of perimeter of site** - This information is available on the topo prepared by NAM.  
How would this be shown? (1) On the 1" = 500" site plan.
- f. **Existing lot lines, easements, and R.O.W. on site and w/in 500 feet of perimeter** - Existing lot lines, major easements and R.O.W. on the site can be mapped. Off the site, existing lot lines, dedicated R.O.W. and major easements (e.g., overhead power lines) can be shown.  
How would this be shown? (1) On the site plan but the site plan.
- g. **Traffic flow patterns, entrances and exits, emergency access** - The proposed street system will be shown. Proposed emergency access routes will also be shown.  
How would this be shown? (1) On the 1" = 500' site plan.  
**Loading and unloading areas** - Not applicable  
**Curbs cuts** - Not applicable
- h. **Location of all present & proposed public & private streets** - The proposed street system will be mapped. Streets will be labeled either public or private.  
How would this be shown? (1) On the site plan.  
**Parking areas** - Only two parking areas are proposed -- at the clubhouse and at the neighborhood commercial center. Conceptual site plans of these two uses will be prepared.  
How would this be shown? (1) In the Design Guidelines, on 8.5" x 11" drawings. Could be used in conjunction with the drawing required for Item #k.  
**Driveways, ramps, curbs** - Not applicable  
**Walls and fences** - Walls and fences (e.g., materials, height) can be addressed in the Design Guidelines.  
How would this be shown? (1) Text and 8.5" x 11" drawings in the Design Guidelines.  
**Bicycle and pedestrian ways** - Street sections are presented which identify which streets will have paths. Condition #23 requires a schematic pedestrian circulation plan prior to approval of the final development agreement.

How would this be shown? (1) Text and 8.5" x 11" drawings in the Design Guidelines. (2) A schematic pedestrian circulation plan will be shown on the site plan or, if the site plan is too crowded, on a separate 1" = 500" drawing.

**Landscaping** - Landscaping along streets and common areas can be addressed in the Design Guidelines.

How would this be shown? (1) Text and 8.5" x 11" drawings in the Design Guidelines.

- i. **Proposed land uses** - The overall site plan will distinguish between open space, common area, golf course, residential, and non-residential uses. Approximate acreage and density can be identified.

How would this be shown? (1) An 11" x 17" copy of the site plan will be printed in color so that the different land uses can be shown. Acreage and density will be listed in a chart or, if there is no room, in an accompanying table.

- j. **Approximate arrangement of individual lots** - This can be shown on the site plan.

How would this be shown? (1) On the site plan, which will be at a scale of 1" = 500'.

- k. **Approximate location and arrangement of all structures or outlines of areas within which buildings or structures may be located** -- We would do the latter of these two options. Residential structures will not be shown; rather, we will show the outline of areas within which the clubhouse, neighborhood commercial center, water tanks, well houses, guardhouse, and maintenance buildings will be located.

How would this be shown? (1) We would show the outline of these buildings on the site plan. This information could be combined with the drawing required for Item #h, parking areas.

- l. **Preliminary elevations and/or perspective drawings of all typical proposed buildings or other structures, including maximum heights and floor areas** -- Residential structures will not be shown. We will show elevations or perspective drawings of the clubhouse,

neighborhood commercial center, water tanks, well houses, guardhouse, and maintenance buildings.

How would this be shown? (1) 8.5" x 11" or 11" x 17" drawings in the Design Guidelines. (2) Text in the Design Guidelines.

- m. **General landscaping plan** -- This could be addressed in the Design Guidelines. We would show typical landscaping along roads, at entrances to neighborhoods, in common areas, and around the clubhouse and neighborhood commercial center.

How would this be shown? (1) Text and 8.5" x 11" drawings in the Design Guidelines.

- n. **General grading plan** -- Covered by item C.



Project No. 88-003.20  
February 7, 1996

RECEIVED  
FEB 12 1996  
WASHOE COUNTY  
DEVELOPMENT REVIEW

Mr. Don Young, Planner  
Department of Development Review  
P. O. Box 11130  
Reno, NV 89520

**Subject: Southwest Pointe**

Dear Don:

At our meeting on February 1, we discussed several clarifications and modifications to the Conditions of Approval for Southwest Pointe (Case No. DA9-1-93). Those changes are summarized below. Deletions are ~~struck thru~~ and additions are in *italic*.

- 2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format shall be made a part of the final development agreement. ~~For the Phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.~~

**Reason for Modification:** The final development agreement will be recorded this spring; therefore, there is no reason to prepare a draft statement of compliance because the Phase I applications will not be submitted before the final development agreement is approved.

- 4. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's office and the development review

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal

staff prior to final map approval. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. . .

**Reason for Modification:**To clarify when the CC&Rs must be prepared.

- ~~12. The project shall be developed in three phases. Phase I includes a tentative map for 436 lots, an 18-hole golf course, the village center, and driving range. Phase II will include an additional nine holes, the equestrian center and a tentative map for approximately 220 dwelling units. Phase III includes the remaining 434 lots and the last nine holes of golf. Modifications to the proposed phasing plan may be made if mutually agreeable to the developer and Washoe County. These modifications may include the commercial portion of the project and the second 18-hole golf course, which may be constructed during Phase II or Phase III.~~

**Reason for Modification:** This condition is unnecessary because the previous condition states that the contents of the final development agreement must conform to the provisions of Article 814. Section 110.814.75 states that the final development agreement must include a development schedule that indicates the phases in which the land subject to the development agreement will be built and the approximate dates for the completion of each phase.

14. The developer shall provide the Department of Development Review staff with a ~~monthly~~ *quarterly* report indicating ~~the number of building permits activity issued~~, once residential construction has started.

Reason for Modification: Monthly is too frequent, and quarterly should be often enough. The scope of the report was broadened to include all building activity (e.g., golf course, infrastructure) rather than simply an inventory of building permits.

20. Prior to final approval of the development agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County

Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Condition No. 16 and 18, from the project site to Wedge Parkway, to the satisfaction of the County Engineer.

~~Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following not to the satisfaction of the Development Review staff.~~

#### NOTE

~~An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge be less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.~~

**Reason for Modification:** The county has approved the Regional Road Impact Fee, which goes into effect this month. As a result, the second half of this condition is no longer necessary.

26. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - d. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36-foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides

(developer's discretion); no parking permitted on both sides. A minimum ~~five (5)~~ *four (4)* foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.

- e. ~~Public - 60 foot ROW collector street (2000 ADT to 9600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt path one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.~~
  
- f. *Public Private - 80 foot ROW minor arterial collector street (up to 9600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29.5 20 foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; a minimum four (4) foot meandering asphalt path both sides; no residential driveway access allowed.*
  
- g. *Public - 100 foot ROW major-minor arterial street (more than up to 10,800 ADT): A minimum 20 foot center median from curb face to curb face, 29.5 foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; a six (6) foot concrete sidewalk both sides.*

**Reason for Modification:** To be consistent with Washoe County Street Design Standards, to create a hierarchy of paths, and to change some of the public streets to private streets.

- 33. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than ~~500~~ *1,500* feet to the satisfaction of the County Engineer and the applicable fire protection agency. These roads shall have a 30-foot access easement with a minimum 20-foot width of ~~6 inches of Type 2 Class B aggregate base. 2.5 inches of asphalt concrete~~



*pavement on an engineered gravel base.* The roads shall be controlled by emergency access gates and shall be posted with signs stating "For emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.

**Reason for Modification:** The county has adopted new standards for emergency access roads since this project was approved. The proposed change is consistent with the new standards.

34. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. ~~The emergency access road shall be constructed within a 30 foot access easement to a minimum 20 foot width with 4 inches of Type 2 Class B aggregate base.~~

**Reason for Modification:** The last sentence repeats Condition #33.

40. Off-site parking areas shall be provided within ~~300~~ 500 feet of homes that have 12,000 square foot *and 0.5 acre* lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map(s), to the satisfaction of Washoe County Department of Development Review and the Developer.

**Reason for Modification:** To avoid having a multitude of guest parking areas with 1 or 2 spaces, the spacing requirement was increased to 500 feet so that the guest parking areas will consist of 4 or 5 spaces. Guest parking areas will be added to the neighborhoods with 0.5 acre lots because on-street parking will be prohibited on the private streets and the front yard setback can be reduced with side-entry and detached garages.

43. Regulatory signs must be installed at the juncture of all public streets with a private street *and at intersections along the primary loop road* to the satisfaction of the County Engineer. Said sign shall state: "Private street not maintained by county." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.

**Reason for Modification:** Since there is only one location where a public street intersects with a private street (i.e., at the main project entrance), there would only be one sign. The county staff wants signs at additional locations and, therefore, the suggested wording to add "at intersections along the primary loop road."

51. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
  - a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park~~, or revert to open space.
  - b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final development agreement. If construction is not started by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park~~, or revert to open space.
  - c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park~~, or revert to open space.
  - d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.

**Reason for Modification:** We have been working with Karen Mullens, Washoe County Parks and Recreation Department, to identify a neighborhood park that is not adjacent to the school. The preferred location is adjacent to Thomas Creek on the south side of Whites Creek Lane.

- ~~79. The project shall be designed to accommodate a gravity flow sanitary sewer system within the boundaries of the subdivision. Such design shall be to the satisfaction of the Utility Division.~~

**Reason for Modification:** According to Terri Svetich, Washoe County Utility Division, this is not a Utility Division condition and can be deleted.

- ~~90. Should the proposed "off stream" location for the flood detention facility proposed in the 1990 Kennedy/Jenks report not be dedicated for this purpose, a minimum ten acre site for an elementary and a minimum 25 acre site for a middle school shall be offered for dedication. If the "off-stream" flood control facility is dedicated to Washoe County, a 10-acre site for the elementary school shall be offered for dedication. If the area for the "off-stream" facility is dedicated, but the county has not complied with Condition No. 51, the use for the area shall revert back to a school site and/or a park site(if requested by Washoe County) as proposed by the developer. If a school or park site is not requested by Washoe County, this area shall remain as an open space buffer.~~

**Reason for Modification:** The special use permit for the elementary school has already been approved. The elementary school will be located on a 17-acre parcel on the north side of Whites Creek Lane. This elementary school site is not impacted by the flood control facility. A neighborhood park site has also been proposed on the south side of Whites Creek Lane.

92. A minimum one-acre site shall be offered for dedication *prior to approval of a final map*, if requested by the applicable fire protection agency, for a fire station. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site,

manpower and equipment needs, or for coordination with other developments that have similar requirements.

**Reason for Modification:** To clarify when the fire station site must be dedicated.

95. ~~Unless the off-stream site is dedicated to the county, A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan has been submitted, which if conceptually approved by the county,~~ should be included in the final development agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.

**Reason for Modification:** The park site has nothing to do with the off-stream detention facility, therefore, this reference is inaccurate. The sketch plan that is referred to in this condition has been changed and the park site has been moved, therefore, this reference is also inaccurate.

97. Prior to approval of the final development agreement, the developer shall submit ~~schematic landscaping and architectural design guidelines~~ *a Development Standards Handbook* for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

**Reason for Modification:** To make the wording consistent with Article 814, Development Agreements.

~~99. Homes located on 12,000 square foot lots shall have a minimum 160 square foot storage space added in their garages, if only one garage space is provided.~~

**Reason for Modification:** No homes will be constructed with one garage space.

In addition to the conditions of approval pertaining to the development agreement, there are also conditions for the tentative map, final map, and special use permits. Since these latter three applications were never presented to the Planning Commission or the Board of County Commissioners, the reason for these conditions is unclear. As we discussed earlier today, we will meet on February 12 to go through these remaining conditions.

Sincerely,

A handwritten signature in black ink, appearing to read "Brita", with a large, stylized initial "B" that loops around the start of the name.

Brita Tryggvi, AICP  
Principal

pc: Mike Mohler  
Rick Gardner

2/1/96

# SITE PLAN 1:500 OK

- a & b Name of project - Ok
- Boundary - Ok
- Vicinity map - Ok
- Date, north arrow, scale - Ok
- Name & address of owner, developer, planner - Ok
- Seal of engineer - Ok

How would this be shown? (1) Listed on the site plan.

- c. Existing topography at 2-foot contour intervals - Because of the slope across the property, we propose to show existing topography at 5-foot contour intervals. OK

How would this be shown? (1) On the site plan.

**Proposed topography @ 2-foot contour intervals** - We are suggesting that proposed topography not be shown because we are not preparing a grading plan and, therefore, we do not know the proposed topography.

**100-year floodplain** - This information is available from FEMA.

How would this be shown? (1) On the site plan. OK

**Base flood elevations** - Not applicable, FEMA has not identified base flood elevations for this area. OK

**Identify areas w/in site and w/in 50 feet of perimeter where ground removal or filling is required** - The limits of grading can be shown.

How would this be shown? (1) A line on the site plan will identify the limits of grading.

TMG WILL BE  
1:100 AT 5' INTERVALS  
WITH LARGER SCALE  
COMPOSITE

- ① limits of grading
  - ② Visual impacts of edge treatments
  - ③ Slope treatments & standards.
- TM will be code

- d. Regulatory zone boundaries within 500 feet of perimeter of site - The land use designations from the Area Plan will be mapped. OK

How would this be shown? (1) On an 8.5" x 11" or 11" x 17" base map.

- e. Location and use of structures within 300 feet of perimeter of site - This information is available on the topo prepared by NAM.

How would this be shown? (1) On the 1" = 500" site plan.

OK

- f. Existing lot lines, easements, and R.O.W. on site and w/in 500 feet of perimeter - Existing lot lines, <sup>major</sup> easements and R.O.W. on the site can be mapped. Off the site, existing lot lines, dedicated R.O.W. and major easements (e.g., overhead power lines) can be shown.

*On site plan (geometrics)* How would this be shown? (1) This may be shown on the site plan but the site plan may be too cluttered. In the original application, this information was shown on an 11" x 17" map and we would probably use a similar 11" x 17" map.

- g. Traffic flow patterns, entrances and exits, emergency access - The proposed street system will be shown. Proposed emergency access routes will also be shown.

How would this be shown? (1) On the 1" = 500' site plan.

*N/A* Loading and unloading areas - Not applicable

*N/A* Curb cuts - Not applicable

- h. Location of all present & proposed public & private streets - The proposed street system will be mapped. Streets will be labeled either public or private.

How would this be shown? (1) On the site plan.

Parking areas - Only two parking areas are proposed - at the clubhouse and at the neighborhood commercial center. Conceptual site plans of these two uses will be prepared.

How would this be shown? (1) In the Design Guidelines, on 8.5" x 11" drawings. Could be used in conjunction with the drawing required for Item #k.

*N/A* Driveways, ramps, curbs - Not applicable

Walls and fences - Walls and fences (e.g., materials, height) can be addressed in the Design Guidelines.

How would this be shown? (1) Text and 8.5" x 11" drawings in the Design Guidelines.

Bicycle and pedestrian ways - Street sections are presented which identify which streets will have paths. Condition #23 requires a schematic pedestrian circulation plan prior to approval of the final development agreement.

*OK*

*It will be proposed at 500 for 1/2 acre lots*

*Will add to Design Guidelines*

How would this be shown? (1) Text and 8.5" x 11" drawings in the Design Guidelines. (2) A schematic pedestrian circulation plan will be shown on the site plan or, if the site plan is too crowded, on a separate 1" = 500" drawing.

OK **Landscaping** - Landscaping along streets and common areas can be addressed in the Design Guidelines.

How would this be shown? (1) Text and 8.5" x 11" drawings in the Design Guidelines.

i. **Proposed land uses** - The overall site plan will distinguish between open space, common area, golf course, residential, and non-residential uses. Approximate acreage and density can be identified.

OK

11x17  
Color

How would this be shown? (1) The site plan will be printed in color so that the different land uses can be shown. Acreage and density will be listed in a chart on the site plan or, if there is no room on the site plan, in a table accompanying the site plan.

j. **Approximate arrangement of individual lots** - This can be shown on the site plan.

OK

How would this be shown? (1) On the site plan, which will be at a scale of 1" = 500'.

k. **Approximate location and arrangement of all structures or outlines of areas within which buildings or structures may be located** -- We would do the latter of these two options. According to Don Young, residential structures do not need to be shown; rather, we would show the outline of areas within which the clubhouse, neighborhood commercial center, water tanks, and well houses would be located.

OK

How would this be shown? (1) We would show the outline of the clubhouse, neighborhood commercial center, water tanks, and well houses on the site plan. Could also be combined with the drawing required for Item #h, parking areas. *Guard house*  
*main Bldgs for GC, life stations*

l. **Preliminary elevations and/or perspective drawings of all typical proposed buildings or other structures, including maximum heights and floor areas** -- According to Don Young, residential structures do

OK



not need to be shown. We would show elevations or perspective drawings of the clubhouse, neighborhood commercial center, water tanks, and well houses. *↳ other*

How would this be shown? (1) 8.5" x 11" or 11" x 17" drawings in the Design Guidelines. (2) Text in the Design Guidelines.

- OK*
- m. **General landscaping plan** -- This could be addressed in the Design Guidelines. We would show typical landscaping along roads, at entrances to neighborhoods, in common areas, and around the clubhouse and neighborhood commercial center.

How would this be shown? (1) Text and 8.5" x 11" drawings in the Design Guidelines.

- n. **General grading plan** -- We could add standards for grading in the Design Guidelines. We could also show how a typical neighborhood and a typical lot would be graded.

*Covered by C.*

How would this be shown? (1) Text in Design Guidelines. (2) 8.5" x 11" or 11" x 17" drawing of typical neighborhood grading using a neighborhood with 12,000 square foot lots and one-acre lots as examples. (3) 8.5" x 11" drawing of typical lot grading.

**Washoe County  
Development Agreement with  
Southwest Pointe**

**Cross Reference with Conditions of Approval  
by Condition Number**

The purpose of this report is to identify the locations where all the conditions of approval are referred to or clarified within the Development Agreement. The report is organized in order of the conditions of approval and all references are to the Development Agreement.

Note that the order issued February 8, 1994 which sets forth the conditions of approval of Development Agreement Case No. DA9-1-93 and the amendment of those conditions of approval dated November 8, 1994 are incorporated by reference into the Development Agreement by language in Article 4.

1/25/96

## Washoe County Development Agreement with Southwest Pointe

Condition #	Description	Reference
1	Standards	Generally in Article 4
2	Stmnt of Compliance	Format included in Exhibit J-may be changed to separate tab Balance of condition is incorporated by reference through Article 4
3	15 Year Term	Article 12 with extensions available through Section 10.3
4	CC&R's	Incorporated by reference through Article 4 As interpreted by County, condition is required prior to first final map
5	Archeological Survey	Incorporated by reference through Article 4
6	GID/Ass. District	Incorporated by reference through Article 4
7	Underground Utility	Incorporated by reference through Article 4
8	US Postal Service	Incorporated by reference through Article 4
9	Notice of Sale	Incorporated by reference through Article 4
10	D.A. approval	Section 1.7 and signature block
11	Dev. Agree submittal	Submitted 11/27/95 which is within the extended time frame
12	Phasing Schedule	Exhibit K
13	Final Map Submission	Section 10.2 and 10.3
14	Monthly Reporting	Incorporated by reference through Article 4
15	Transportation Basis	Incorporated by reference through Article 4
16	Whites Creek - Ph 1	Section 4.5.2
17	Emergency Access	Section 4.5.2
18	Whites Creek - Ph 2	Section 4.5.1 & 4.5.2
19	ROW - Forest Service	Exhibit J
20	SAD petition	Exhibit J
21	Const. Haul Route Plan	Exhibit J
22	Street Main. Program	Exhibit J
23	Pedestrian Plan	Exhibit J
24	Road Grades	Incorporated by reference through Article 4
25	Street Design/Const.	Incorporated by reference through Article 4
26	Street sections	Incorporated by reference through Article 4

1/25/96

<b>Condition #</b>	<b>Description</b>	<b>Reference</b>
27	Landscape Medians	Incorporated by reference through Article 4
28	Asphalt Paths	Incorporated by reference through Article 4
29	Roads on Faults	Incorporated by reference through Article 4
30	Paths/shoulder - private	Incorporated by reference through Article 4
31	Cul-de-sacs minimum	Incorporated by reference through Article 4
32	Temporary turnarounds	Incorporated by reference through Article 4
33	Emergency Access	Incorporated by reference through Article 4
34	Emergency Access	Incorporated by reference through Article 4
35	Street lights	Incorporated by reference through Article 4
36	Road improvements	Incorporated by reference through Article 4
37	Pavement sections	Incorporated by reference through Article 4
38	Geotech Report	Incorporated by reference through Article 4
39	Golf Crossing	Incorporated by reference through Article 4
40	Off-site Parking	Incorporated by reference through Article 4
41	Private Roads	Incorporated by reference through Article 4
42	Security Gates	Incorporated by reference through Article 4
43	Regulatory Signs	Incorporated by reference through Article 4
44	Street Names	Incorporated by reference through Article 4
45	Dust Control Plan	Exhibit J
46	Detention facilities	Exhibit J - Storm Maintenance Plan & C,C&R's
47	Storm Drain Plan	Exhibit J
48	Hydrology report	Incorporated by reference through Article 4
49	Storm Maint. Plan	Exhibit J
50	Chemical Pretreatment	Exhibit J - Storm Maintenance Plan and Article 8
51	Kennedy/Jinks Report	Section 4.10
52	100 year storm	Incorporated by reference through Article 4
53	Geotech Report	Exhibit J
54	Creek Crossings	Incorporated by reference through Article 4
55	Creek Buffers	Incorporated by reference through Article 4
56	Riparian Buffers	Incorporated by reference through Article 4
57	Stormwater Discharge	Incorporated by reference through Article 4
58	Stormwater Permit	Incorporated by reference through Article 4
59	Wetlands Determination	Exhibit J
60	404 Permit/letter	Incorporated by reference through Article 4
61	Golf Mgt. Plan	Exhibit J
62	Animal Waste Plan	Incorporated by reference through Article 4
63	Lot Drainage	Incorporated by reference through Article 4
64	Water Phasing	Exhibit J

1/25/96

Condition #	Description	Reference
65	Water - health standard	Incorporated by reference through Article 4
66	Water Analysis	Exhibit J
67	Water System Plan	Exhibit J
68	DWR approval	Incorporated by reference through Article 4
69	Utility Maintenance	Incorporated by reference through Article 4
70	Water meters	Incorporated by reference through Article 4
71	Water quality	Incorporated by reference through Article 4
72	Water quality	Incorporated by reference through Article 4
73	Well abandonment	Incorporated by reference through Article 4
74	Supplemental Water	Incorporated by reference through Article 4
75	Water tanks	Incorporated by reference through Article 4
76	Well Access	Incorporated by reference through Article 4
77	Treated Water	Exhibit N
78	Utility Division	Section 4.2, 4.3 & 4.4
79	Sewer System	Section 4.2
80	Sewer Easement	Incorporated by reference through Article 4
81	Minor water distribution	Incorporated by reference through Article 4
82	Water system	Section 4.2, 4.3 & 4.4
83	Offer of dedication	Incorporated by reference through Article 4 and Article 6.1
84	Financial Assurances	Section 4.6
85	Water/sewer accepted	Section 4.5.2
86	Sewer connection	Section 4.4
87	Plan/inspection fees	Incorporated by reference through Article 4
88	Utility easements	Incorporated by reference through Article 4 and Article 6.1
89	Hillside Dev. Ordinance	Incorporated by reference through Article 4
90	School site at the Kennedy/Jinks Report	Section 4.10.3
91	Fire protection	Incorporated by reference through Article 4
92	Fire station location	Incorporated by reference through Article 4
93	Open space plan	Exhibit H
94	Open space sale	Section 4.11
95	10 acre park	Changed to Exhibit H
96	Trail system	Changed to Exhibit H
97	Design Guidelines	Exhibit L - Development Standards
98	Mule deer impact	Incorporated by reference through Article 4
99	Storage space	Incorporated by reference through Article 4
100	Landscape Buffers	Incorporated by reference through Article 4
101	Telephone Easement	Incorporated by reference through Article 4

**GARDNER LAW FIRM**

225 C KINGSBURY GRADE

P.O. BOX 2194

STATELINE, NV 89449

OFFICE: 702-588-2262

FAX: 702-588-5349

November 27, 1995

Mr. Don Young  
Washoe County  
P.O. Box 11130  
Reno, NV 89520

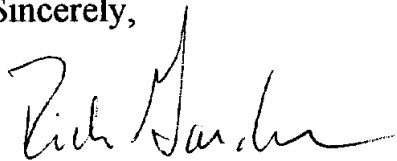
Dear Don:

Enclosed is a binder containing the first draft of the Development Agreement and Exhibits. Note that the Exhibits which require our engineer's assistance have not been included. We will get you those Exhibits by separate cover.

I have included a binder so that as we refine the agreement, I can forward updates to you for substitution in the binder. At any time during the process, we should all have the same documents.

We look forward to working with you and to bringing this agreement to finalization.

Sincerely,



Rick Gardner

enclosure(s)

cc: Distribution List

RKG/khw

# **SOUTHWEST POINTE**

## **DEVELOPMENT AGREEMENT DISTRIBUTION LIST**

Rick Gardner  
Gardner Law Firm  
P.O. Box 2194  
Stateline, NV 89449

Jeff Dingman  
Dingman Investments  
P.O. Box 346  
Minden, NV 89423

Jerry Smith  
Redfield Properties  
1221 Broadway, 21st Floor  
Oakland, CA 94612

Britta Tryggvi  
CFA  
1150 Corporate Way  
Reno, NV 89502

Don Young  
Washoe County  
P.O. Box 11130  
Reno, NV 89520

**GARDNER LAW FIRM**

225 C KINGSBURY GRADE

P.O. BOX 2194

STATELINE, NV 89449

OFFICE: 702-588-2262

FAX: 702-588-5349

November 17, 1995

Mr. Don Young  
Washoe County  
P.O. Box 11130  
Reno, NV 89520

RECEIVED

NOV 21 1995

WASHOE COUNTY  
DEVELOPMENT REVIEW

Dear Don:

Enclosed is a copy of the Development Agreement for Genoa Lakes North as promised in our meeting yesterday. You may want to hold off sending a copy to the District Attorney's office because the form I will give you on the 27th will be much better organized.

Sincerely,

  
Rick Gardner

enclosure(s)

RKG/khw



Date: Thu 6-22-1995 11:21

Name: Palmer, Rebecca

Company: SHPO

Phone: 687-5138

Status: Please Call

Message: 0955 - SW Pointe - RP has been informed by their inventory with the sites that were recorded for this project. The problems may be substantial and may result in changes to their review of the consultant's findings. A # of sites were previously recorded by someone else but were not documented that way. Several of the sites that were determined not significant are actually within the boundaries of one of the significant sites. All this may change how SHPO would review this. Additional work will likely be required before a treatment plan can be reviewed. Consultant is apparently working on treatment plan and research design now, but these items need to be cleared up.

1455 6/26/95

SHPO cannot review any treatment plan. Kauty missed about 5 of ~~the~~ 10 previously identified sites. 5 of the new sites he had identified should actually been included within a larger site that had somehow been reduced in size.

2 Options

1. Produce an addendum identifying the sites & modifying boundary of large site.
2. Submit new document that includes amendments & incorporates a treatment plan.

I told RP that I would contact BK & inform him of the problems.



SOLAEGUI  
ENGINEERS

REC  
copy

August 25, 1994

Ms. Cheryl D. Ryan  
Washoe County Department of Development Review  
P.O. Box 11130  
Reno, Nevada 89520-0027

RE: Southwest Pointe Elementary School

Dear Cheryl;

We have completed the analysis for the Southwest Pointe Elementary School per our agreement. The analysis includes trip generation, distribution, and assignment calculations, capacity analysis of the Whites Creek Lane intersections with Thomas Creek Road and the school access, and design recommendations regarding the Whites Creek Lane/Thomas Creek Road intersection.

The trip generation for the proposed school was calculated based on trip generation rates obtained from the Fifth Edition of "TTE Trip Generation" for Land Use 520: Elementary School. The trip generation was calculated based on a school capacity of 600 students. The elementary school will generate 654 average daily trips with 180 trips occurring during the AM peak hour, 150 trips occurring during the afternoon PM peak hour, and only 6 trips occurring during the evening PM peak hour.

The ultimate distribution of project traffic was estimated based on the number and location of homes approved in the southwest area. It is estimated that 25% of the project trips will approach the school from the Southwest Pointe development to the west with the remaining 75% approaching on Whites Creek Lane from the east. The breakdown of the 75% from the east includes 30% on Thomas Creek Road from the north, 20% on Thomas Creek Road from the south, and 25% from the east on Whites Creek Lane. The project trips were then assigned to the Whites Creek Lane intersections with Thomas Creek Road and the project access roadway.

Ultimate Peak hour traffic volumes at the Whites Creek Lane intersections with Thomas Creek Road and the project access were projected in order to perform traffic capacity analysis. The ultimate traffic volumes were estimated based on full buildout of adjacent developments. Afternoon PM peak hour traffic volumes, corresponding to the afternoon peak hour of the school, were estimated from historical residential traffic count data. The historical traffic count data indicates that traffic volumes occurring during the peak hour between 2:00 and 4:00 PM are approximately equal to 60% of the traffic volumes occurring during the peak hour between 4:00 and 6:00 PM. The attached Figures 1 through 3 show the ultimate background and background plus project traffic volumes for the AM, afternoon, and PM peak hours, respectively.

The Whites Creek Lane intersections with Thomas Creek Road and the project access were subsequently analyzed for capacity based on the ultimate peak hour traffic volumes. The Whites Creek Lane/Project Access intersection was analyzed as an unsignalized "T" intersection. The analysis was performed with a single lane at the north approach and two lanes at each Whites Creek Lane approach. The intersection critical movements operate at level of service D or better during the AM, afternoon, and PM peak hours for the background plus project traffic volumes.

The Whites Creek Lane/Thomas Creek Road intersection was analyzed as an unsignalized intersection with stop sign control on the north and south Thomas Creek Road approaches. The analysis was performed using two lanes at the Whites Creek Lane approaches and single lanes at the Thomas Creek Road approaches. For the ultimate background traffic volumes the intersection critical movements operate at level of service D or better with the exception of the northbound left turn movement during the AM peak hour which operates at level of service E and the north and southbound left turn movements during the PM peak hour which operate at level of service F and E, respectively. With the addition of the project traffic the intersection critical movements generally remain at the same level of service with the exception of the southbound left turn movement during the AM peak hour which drops to level of service E.

Traffic signal warrant #11 as presented in the Manual on Uniform Traffic Control Devices (MUTCD) was reviewed for peak hour volumes at the Whites Creek Lane/Thomas Creek Road intersection. The warrant is satisfied during the PM peak hour for the ultimate background plus project traffic volumes. The Whites Creek Lane/Thomas Creek Road intersection was subsequently analyzed for capacity as a signalized intersection. The analysis was performed with exclusive left turn lanes at all approaches. The intersection operates at level of service B with delay times of less than 10 seconds during the AM, afternoon, and PM peak hours.

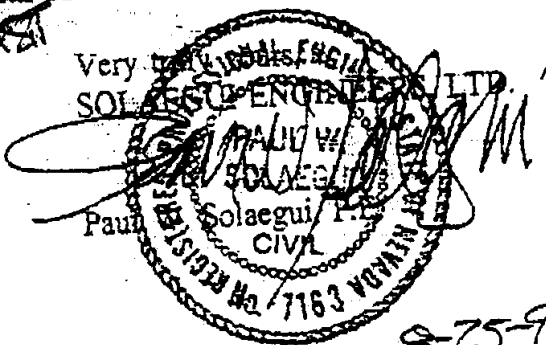
The Whites Creek Lane/Thomas Creek Road intersection was further analyzed for design elements which include a review of sight distance, travel speeds, median conflicts, and intersection spacing. The speed limit on Thomas Creek Road is currently posted at 25 miles per hour. The design 25 mile per hour posted speed limit appears to be somewhat aggressive after actually driving the road.

The stopping sight distance at the Thomas Creek Road/Whites Creek Lane intersection was reviewed based on AASHTO's "A Policy on Geometric Design of Highways and Streets". The stopping sight distance on Thomas Creek Road is 150 feet based on the existing 25 mile per hour speed limit and 225 feet to 250 feet based on an estimated design speed of 35 miles per hour. Field measurements indicate that with the construction of Thomas Creek Lane approximately 160 feet of stopping sight distance will be available at the south leg of the intersection and approximately 325 feet of stopping sight distance will be available at the north leg of the intersection. Adequate sight distance will exist on Thomas Creek Road north of the intersection with Whites Creek Lane based on a 35 mile per hour design speed. However, the sight distance on Thomas Creek Road south of the intersection with Whites Creek Lane will not be adequate based on the 35 mile per hour design speed due to landscaping in the existing center median.

The project site plan indicates that Whites Creek Lane will intersect Thomas Creek Road approximately 200 feet (centerline to centerline) south of the existing Thomas Creek Road/Fieldcreek Lane "T" intersection. The limited spacing between these two intersections may ultimately lead to queuing conflicts. Initially, queuing conflicts will not exist with Phase I Whites Creek Lane construction from Thomas Creek Road to the school. However, the construction of the easterly section of Whites Creek Lane may impact the operation of the Thomas Creek Road/Fieldcreek Lane intersection with the southbound left turning vehicles at the Thomas Creek Road/Whites Creek Lane intersection blocking the Fieldcreek Lane intersection, preventing the left turn egress movement. Three alternates were reviewed regarding this potential queuing conflict. The first alternate includes constructing a cul-de-sac on Fieldcreek Lane, preventing direct access onto Thomas Creek Road. The second alternate includes constructing a raised center median on Thomas Creek Road, prohibiting left turn movements at Fieldcreek Lane. Alternates 1 and 2 will require some Fieldcreek residences to use other means of access. Alternate 3 includes allowing the Thomas Creek Road/Fieldcreek Lane intersection to remain fully operational as it exists now. Left turn storage requirements were reviewed at the Whites Creek Lane/Thomas Creek Road intersection for the southbound left turn movement. Less than 50 feet of left turn storage length is required for the southbound left turn movement at the Whites Creek Lane/Thomas Creek Road intersection based on ultimate traffic volumes and signalized control. The site plan indicates that approximately 125 feet of storage length is available.

In summary, the construction of Phase I Whites Creek Lane (half-street) from Thomas Creek Road to the school will adequately serve project traffic with minor impact on the Thomas Creek Road/Fieldcreek Lane intersection. It is recommended that the Thomas Creek Road/Whites Creek Lane "T" intersection initially operate with stop sign control on the Whites Creek Lane approach. It is recommended that landscaping in the existing center median island on Thomas Creek Road south of Whites Creek Lane be removed or altered in order to allow a minimum of 250 feet of unobstructed sight distance. Ultimate construction of Whites Creek Lane from its existing easterly stub to Southwest Pointe will impact the Thomas Creek Road/Fieldcreek Lane intersection. It is recommended that the Thomas Creek Road/Whites Creek Lane intersection operate with stop sign control on the Thomas Creek Road approaches. It is recommended that a raised center median be constructed on the Thomas Creek Road from Whites Creek Lane north past Fieldcreek Lane in order to prohibit left turn ingress and egress movements from Fieldcreek Lane. It is recommended that, due to the modifications of Fieldcreek Lane, full movement access from the Fieldcreek subdivision be designed on Whites Creek Lane south of Thomas Creek Road to allow Fieldcreek residents an alternate means of access.

cc: Roger Means  
Brita Tryggvi



8-25-95

DATE: April 26, 1996

RE: AMENDMENT TO DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 (SOUTHWEST POINTE)

You are hereby notified that an application for an amendment to a development agreement has been filed with the Washoe County Planning Commission.

This application requests permission to amend the development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The amendment allows the applicant to modify portions of the agreement pertaining to streets, access, drainage, parks and other portions. The total acreage of the project is +3,171.6 acres. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated in portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 49-030-12)

A public hearing will be held before the Washoe County Planning Commission, in the Commission Chambers, 1001 East Ninth Street, Reno, Nevada, on May 7, 1996, at 7:00 p.m., or as soon thereafter as may be practicable. As an owner of property in the vicinity, you are invited to present testimony relative to this application.

STAFF: DON YOUNG - 328-3620

A handwritten signature in black ink, consisting of a stylized first name followed by a last name with a decorative flourish.

DA 9-1-93 Southwest Pointe

49-010-04, 49-010-10 + 49-030-12

Don

✓ 41-040-13, 05-06	3
✓ 41-212*	4
✓ 41-030-09, 11-12, 02-03	2
✓ 49-010-05-07, 15, 23-24, 11, 27	3
✓ 49-461-24-25, 01, 07-17	11
✓ 49-201-09-24	15
✓ 49-020-26-27	2
✓ 49-051-01-05, 07-09, 65	
✓ 49-040-01-02, 04-05, 11-19, 21, 32, 06-08, 10, 33, 35, 37 (22)	
✓ 49-060-27, 06, 09-10, 13-14, 20	7
✓ 49-153-12	1
✓ 49-165*	3
✓ 49-171-01-05, 08-09	7
✓ 49-162-01-03	3
✓ 40-492-01-05	5
✓ 40-491-11-12, 25-28, 31, 34-35	9
✓ 41-140*	2
✓ 46-060-02-03, 08	3
✓ 44-243-02-03	2
✓ 44-244-01-02, 05-06	4

RECEIVED

MAR 15 1996

WASHOE COUNTY  
DEVELOPMENT REVIEW

DATE: July 22, 1994

RE: AMENDMENT TO DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 (SOUTHWEST POINTE/DINGMAN INVESTMENTS)

Dear Property Owner:

You are hereby notified that an application for an amendment to a development agreement has been filed with the Washoe County Planning Commission.

This application requests permission to amend the Development Agreement timeline for an additional 18 months to develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities and a commercial village center. The total acreage of the project is  $\pm 3,171.6$  acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 41-030-12)

STAFF: JEFF MURPHREE - 328-3613

A public hearing will be held in the Commission Chambers, 1001 East Ninth Street, Reno, Nevada, on August 2, 1994 at 8:00 p.m., or as soon thereafter as may be practicable. As an owner of property in the vicinity, you are invited to present testimony relative to this application.

**PUBLIC NOTICE.** All property owners within the vicinity of the parcel on which an application has been made, are noticed by mail concerning the request and time, date and place of the public hearing.

**PUBLIC HEARING.** As an owner of property within the area of notice, you are invited to make comments about this application. The following procedures explain the hearing process:

**PROCEDURES.** Approximately one week before the scheduled hearing on this application, an agenda showing the scheduled time for each item, is available in the Development Review office (see address below). The meetings follow Revised Robert's Rules of Order. This item will be considered under the following procedure:

- Staff presentation,
- Applicant presentation,
- Commission questions of staff/applicant,
- Public testimony,

**If you wish to testify, please complete a Request to Speak form available at the hearing and give it to the recording secretary. There is a three (3) minute limitation for individuals and five (5) minutes for representatives of groups. Longer time periods may be granted if arrangements are made in writing with Development Review staff the day before the meeting.**

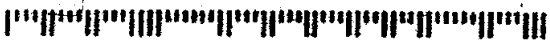
**Please direct all questions and comments to the chair of the Planning Commission. If you are presenting written material, please provide a minimum of ten (10) copies to the recording secretary.**

Commission questions of staff/applicant/audience.

**PLANNING COMMISSION ACTION.** Following the public hearing, the Planning Commissioners will approve, approve with conditions or deny.

**APPEAL.** Anyone who disagrees with the decision of the Planning Commission may appeal their action to the Board of County Commissioners. Appeals must be filed within 7 days of the Planning Commission's action with the Department of Development Review. A written appeal letter and a filing fee of \$50.00 is required. If an appeal is filed, the applicant and all property owners within the vicinity of the subject property will be notified by mail of the date and time of the County Commission's appeal hearing.

*For further information, please call (702) 328-6100 and indicate the case number or item you are interested in or contact the Department of Development Review by mail at P. O. Box 11130, Reno, NV 89520 or in person at 1001 E. Ninth St., Reno, Nevada.*

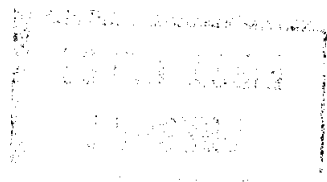
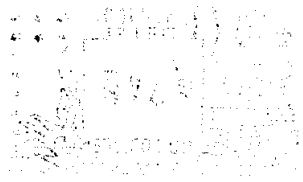


STANDARD MAIL PERMIT NO. 1793 DENVER, CO  
 FORWARDING TIME EXPIRES  
 STANTON PLUMBING ST #139  
 RENO NV 89509-6048  
 RETURN TO SENDER

04953101

ROBERT H & DALLAL H STANTON  
 500 LUNALILLO HOME RD #G-18  
 HONOLULU HI 96813

*MOVED*



**WASHOE COUNTY  
 PLANNING COMMISSION**  
 1001 E. Ninth St  
 Post Office Box 11130  
 Reno, NV 89520-0027

BB  
 88  
 88



DATE: August 26, 1994

RE: AMENDMENT TO DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 (SOUTHWEST POINTE/DINGMAN INVESTMENTS)

Dear Property Owner:

You are hereby notified that an amendment to a tentative development agreement has been filed with the Washoe County Planning Commission.

This application requests permission to amend the preliminary development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The amendment would allow the applicant to begin preliminary grading of the golf course prior to the approval of the final development agreement. The total acreage of the project is  $\pm 3,171.6$  acres. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 41-030-12)

STAFF: JEFF MURPHREE - 328-3613

A public hearing will be held in the Commission Chambers, 1001 East Ninth Street, Reno, Nevada, on September 7, 1994, at 8:00 p.m., or as soon thereafter as may be practicable. As an owner of property in the vicinity, you are invited to present testimony relative to this application.

**PUBLIC NOTICE.** All property owners within the vicinity of the parcel on which an application has been made, are noticed by mail concerning the request and time, date and place of the public hearing.

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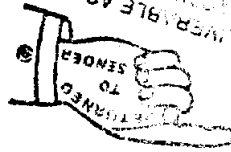
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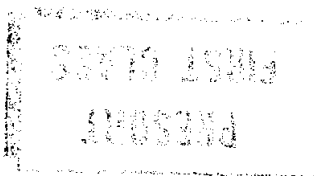
**WASHOE COUNTY  
PLANNING COMMISSION**  
1001 E. Ninth St.  
Post Office Box 11130  
Reno, NV 89520-0027

GAMLLIS CONSTRUCTION  
14260 W MINORIVER LN  
RENO NV 89511

UNDELIVERABLE AS ADDRESSED  
RETURN TO SENDER



04947202



DATE: August 26, 1994

RE: AMENDMENT TO DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 (SOUTHWEST POINTE/DINGMAN INVESTMENTS)

Dear Property Owner:

You are hereby notified that an amendment to a tentative development agreement has been filed with the Washoe County Planning Commission.

This application requests permission to amend the preliminary development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The amendment would allow the applicant to begin preliminary grading of the golf course prior to the approval of the final development agreement. The total acreage of the project is  $\pm 3,171.6$  acres. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 41-030-12)

STAFF: JEFF MURPHREE - 328-3613

A public hearing will be held in the Commission Chambers, 1001 East Ninth Street, Reno, Nevada, on September 7, 1994, at 8:00 p.m., or as soon thereafter as may be practicable. As an owner of property in the vicinity, you are invited to present testimony relative to this application.

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- Public testimony,

If you wish to testify, please complete a Request to Speak form available at the hearing and give it to the recording secretary. There is a three (3) minute limitation for individuals and five (5) minutes for representatives of groups. Longer time periods may be granted if arrangements are made in writing with Development Review staff the day before the meeting.

Please direct all questions and comments to the chair of the Planning Commission. If you are presenting written material, please provide a minimum of ten (10) copies to the recording secretary.

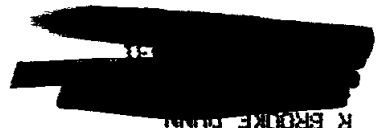
Commission questions of staff/applicant/audience.

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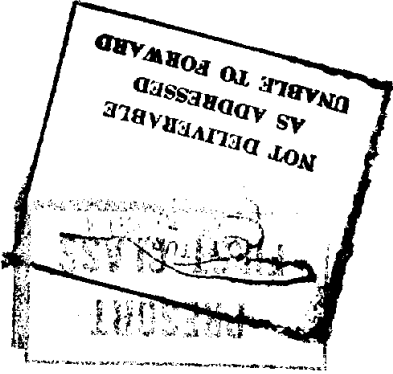
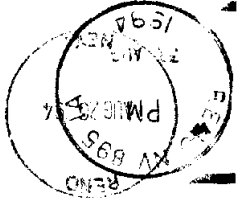
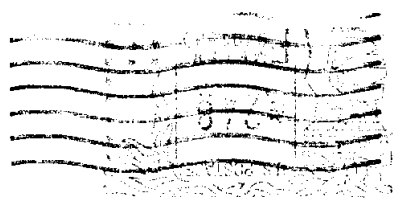
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DUNN  
NOTIFY SENDER OF NEW ADDRESS  
DUNN



R BROKE DUNN

04920302



WASHOE COUNTY  
PLANNING COMMISSION  
1001 E Ninth St  
Post Office Box 11130  
Reno, NV 89520-0027

DATE: August 26, 1994

RE: AMENDMENT TO DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 (SOUTHWEST POINTE/DINGMAN INVESTMENTS)

Dear Property Owner:

You are hereby notified that an amendment to a tentative development agreement has been filed with the Washoe County Planning Commission.

*This application requests permission to amend the preliminary development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The amendment would allow the applicant to begin preliminary grading of the golf course prior to the approval of the final development agreement. The total acreage of the project is  $\pm 3,171.6$  acres. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 41-030-12)*

STAFF: JEFF MURPHREE - 328-3613

A public hearing will be held in the Commission Chambers, 1001 East Ninth Street, Reno, Nevada, on September 7, 1994, at 8:00 p.m., or as soon thereafter as may be practicable. As an owner of property in the vicinity, you are invited to present testimony relative to this application.

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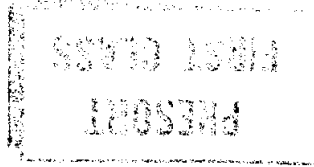
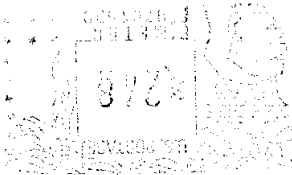
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HDDG157 895110244 1593 08/30/94  
 FORWARDING TIME EXPIRED  
 HODGSON  
 14230 WINDRIVER LN E  
 RENO NV 89511-8704  
 RETURN TO SENDER

PAUL S & CAROL L HODGSON  
 167 BRANNAN WAY  
 RENO NV 89511

04920508



**WASHOE COUNTY  
 PLANNING COMMISSION**  
 1001 E. Ninth St.  
 Post Office Box 11130  
 Reno, NV 89520-0027

DATE: August 26, 1994

RE: AMENDMENT TO DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 (SOUTHWEST POINTE/DINGMAN INVESTMENTS)

Dear Property Owner:

You are hereby notified that an amendment to a tentative development agreement has been filed with the Washoe County Planning Commission.

This application requests permission to amend the preliminary development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The amendment would allow the applicant to begin preliminary grading of the golf course prior to the approval of the final development agreement. The total acreage of the project is  $\pm 3,171.6$  acres. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 41-030-12)

STAFF: JEFF MURPHREE - 328-3613

A public hearing will be held in the Commission Chambers, 1001 East Ninth Street, Reno, Nevada, on September 7, 1994, at 8:00 p.m., or as soon thereafter as may be practicable. As an owner of property in the vicinity, you are invited to present testimony relative to this application.

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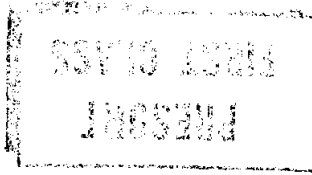
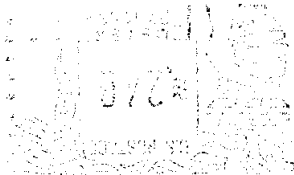
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COLV669 919023017 1A93 08/30/94  
FORWARDING TIME EXPIRED  
COLVIN  
41210 SADDLEBOW DR APT  
RENO NV 89511-6731  
RETURN TO SENDER

ml

ROBERT T & ERNA P COLVIN  
3669 BELLE BONNIE BREA RD  
BONITA CA 91902

04947114



WASHOE COUNTY  
PLANNING COMMISSION  
1001 E. Ninth St  
Post Office Box 11130  
Reno, NV 89520-0027

15

2  
15



DATE: August 26, 1994

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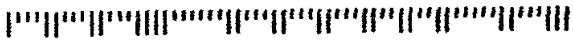
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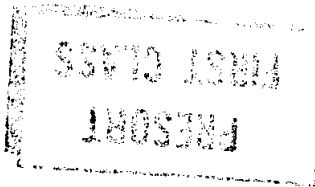
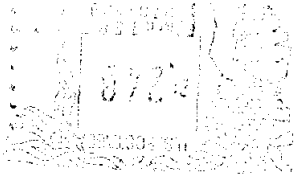
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KELLY  
 8950244 1493 08/29/94  
 FORWARDING TIME EXPIRED  
 KELLEY/CYNTHIA  
 4205 WILD EAGLE TER  
 RENO NV 89511-6724  
 RETURN TO SENDER

CYNTHIA L KELLEY  
 4410 GIBBALTAR DRIVE  
 RENO NV 89509

04920104



**WASHOE COUNTY  
 PLANNING COMMISSION**  
 1001 E. Ninth St  
 Post Office Box 11130  
 Reno, NV 89520-0027

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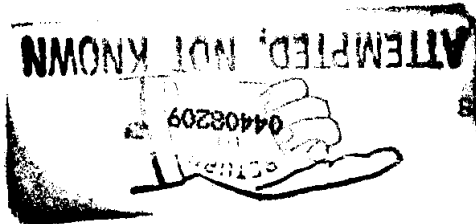
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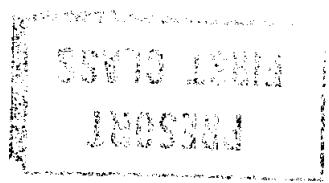
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RUSSELL A & KATHY J FIELDS  
12590 BROOLI DRIVE  
RENO NV 89511



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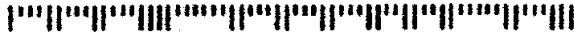
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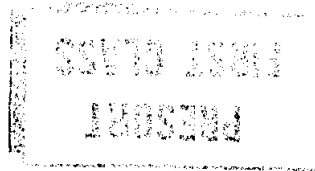
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WILLASS 895030244 1793 08/29/94  
 FORWARDING TIME EXPIRED  
 WILLIAMS  
 1565 ZOLEZZI LN  
 RENO NV 89511-8636  
 RETURN TO SENDER

SAMUEL T & GAYLA M WILLIAMS  
 1865 PRINCE WY  
 RENO NV 89503

04423102



**WASHOE COUNTY  
 PLANNING COMMISSION**  
 1001 E Ninth St  
 Post Office Box 11130  
 Reno, NV 89520-0027

DATE: July 22, 1994

RE: AMENDMENT TO DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 (SOUTHWEST POINTE/DINGMAN INVESTMENTS)

Dear Property Owner:

You are hereby notified that an application for an amendment to a development agreement has been filed with the Washoe County Planning Commission.

This application requests permission to amend the Development Agreement timeline for an additional 18 months to develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities and a commercial village center. The total acreage of the project is  $\pm 3,171.6$  acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 41-030-12)

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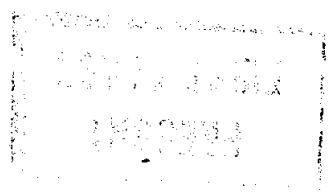
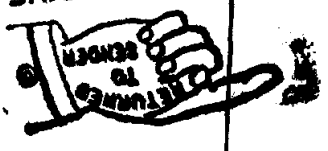
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04920116

ROBERT F BARR  
3881 HEIGHTS DR  
RENO NV 89503

~~INITIALS~~  
~~103035~~  
VACANT  
ATTEMPTED - NOT KNOWN  
NO SUCH #  
FORWARDING ORDER EXPIRES  
RETURN TO SENDER



WASHOE COUNTY  
PLANNING COMMISSION  
1001 E Ninth St  
Post Office Box 11130  
Reno, NV 89520-0027

SB



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HDDG1B7 89510243 1593 07/25/94  
 FORWARDING TIME EXPIRED  
 HODGSON  
 14230 WINDRIVER LN E  
 RENO NV 89511-5204  
 RETURN TO SENDER

PAUL S & CAROL L HODGSON  
 167 BRANNAN WAY  
 RENO NV 89511

04920508

RECEIVED  
 JUL 25 1994  
 COMMUNICATIONS SECTION

JUL 25 1994

RECEIVED  
 JUL 25 1994  
 PLANNING COMMISSION

**WASHOE COUNTY  
 PLANNING COMMISSION**  
 1001 E Ninth St  
 Post Office Box 11130  
 Reno, NV 89520-0027

DATE: July 22, 1994

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STAFF: JEFF MURPHREE - 328-3613

A public hearing will be held in the Commission Chambers, 1001 East Ninth Street, Reno, Nevada, on August 2, 1994 at 8:00 p.m., or as soon thereafter as may be practicable. As an owner of property in the vicinity, you are invited to present testimony relative to this application.

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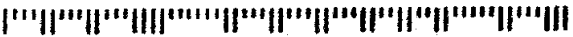
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Commission questions of staff/applicant/audience.

**PLANNING COMMISSION ACTION.** Following the public hearing, the Planning Commissioners will approve, approve with conditions or deny.

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For further information, please call (702) 328-6100 and indicate the case number or item you are interested in or contact the Department of Development Review by mail at P. O. Box 11130, Reno, NV 89520 or in person at 1001 E. Ninth St., Reno, Nevada.



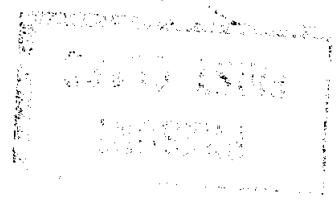
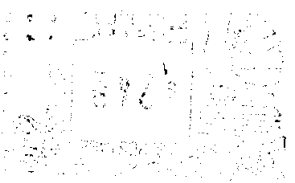
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1225 TAPADERO  
RENO NV 89511

JUL 28 1994

UNDELIVERABLE AS ADDRESSED  
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TO SENDER



WASHOE COUNTY  
PLANNING COMMISSION  
1001 E. Ninth St  
Post Office Box 11130  
Reno, NV 89520-0027

DATE: July 22, 1994

RE: AMENDMENT TO DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 (SOUTHWEST POINTE/DINGMAN INVESTMENTS)

Dear Property Owner:

You are hereby notified that an application for an amendment to a development agreement has been filed with the Washoe County Planning Commission.

This application requests permission to amend the Development Agreement timeline for an additional 18 months to develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities and a commercial village center. The total acreage of the project is  $\pm 3,171.6$  acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 41-030-12)

STAFF: JEFF MURPHREE - 328-3613

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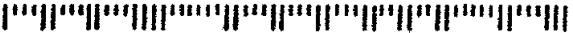
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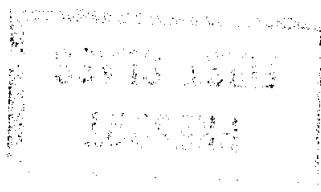


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 RENO NV 89503

JUL 28 1994

1565 ZOLEZZI LN  
 RENO NV 89511-8538



WASHOE COUNTY  
 PLANNING COMMISSION  
 1001 E Ninth St  
 Post Office Box 11130  
 Reno, NV 89520-0027

52

DATE: July 22, 1994

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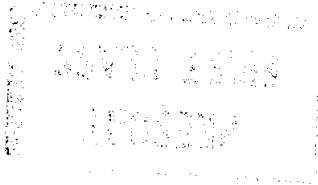
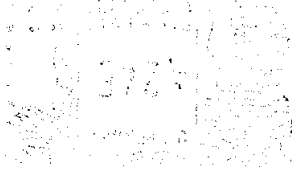


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TOUCHSTONE HOMES LTD  
542 PLUMAS ST  
RENO NV 89509

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JUL 2 8 1994



**WASHOE COUNTY  
PLANNING COMMISSION**  
1001 E Ninth St  
Post Office Box 11130  
Reno, NV 89520-0027

SA



DATE: July 22, 1994

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STAFF: JEFF MURPHREE - 328-3613

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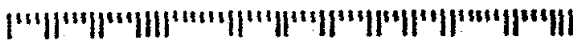
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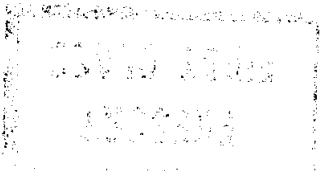
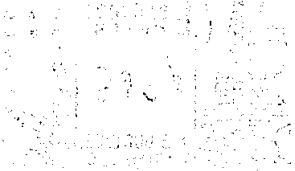


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CYNTHIA L KELLEY  
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RENO NV 89509

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JUL 29 1994



**WASHOE COUNTY  
PLANNING COMMISSION**  
1001 E. Ninth St.  
Post Office Box 11130  
Reno, NV 89520-0027

**DATE: April 26, 1996**

**RE: AMENDMENT TO DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 (SOUTHWEST POINTE)**

**You are hereby notified that an application for an amendment to a development agreement has been filed with the Washoe County Planning Commission.**

**This application requests permission to amend the development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The amendment allows the applicant to modify portions of the agreement pertaining to streets, access, drainage, parks and other portions. The total acreage of the project is  $\pm 3,171.6$  acres. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated in portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 49-030-12)**

**A public hearing will be held before the Washoe County Planning Commission, in the Commission Chambers, 1001 East Ninth Street, Reno, Nevada, on May 7, 1996, at 7:00 p.m., or as soon thereafter as may be practicable. As an owner of property in the vicinity, you are invited to present testimony relative to this application.**

**STAFF: DON YOUNG - 328-3620**

**WASHOE COUNTY  
PLANNING COMMISSION**  
1001 E. Ninth Street  
Post Office Box 11130  
Reno, NV 89520-0027

RETURNED  
TO  
SENDER

NO SUCH  
ADDRESS

Jeff Dingman  
Dingman Investments  
P.O. Box 346  
Minden, NV 89423

89423-0346





# OFFICE OF THE WASHOE COUNTY CLERK

COUNTY COURTHOUSE, VIRGINIA AND COURT STS.  
P.O. BOX 11130, RENO, NEVADA 89520  
PHONE (702) 328-3260

August 9, 1996

**JUDI BAILEY**  
County Clerk

RECEIVED

AUG 14 1996

WASHOE COUNTY  
DEVELOPMENT REVIEW

Southwest Pointe Partners  
P.O. Box 346  
Genoa, NV 89411

Gentlemen:

I, Judi Bailey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that at a regular meeting of the Board of County Commissioners held on July 23, 1996, Chairman Bradhurst issued the following order:

96-734      **ORDINANCE NO. 963, BILL NO. 1138 - FINAL DEVELOPMENT AGREEMENT - SOUTHWEST POINTE**

**9:30 a.m.** This was the time set in a Notice of Public Hearing published in the Reno Gazette-Journal on July 12, 1996, to consider second reading and adoption of Bill No. 1138, approving the Final Development Agreement for Southwest Pointe, a residential community of 1,090 homesites with golf courses and recreational and commercial facilities in the Southwest Truckee Meadows planning area. Proof was made that due and legal Notice had been given.

Don Young, Department of Development Review Planner, presented an overview of the history of the Southwest Pointe project stating that this is the first legislatively enabled Development Agreement to be presented to the Board; and that the purpose of a Development Agreement is to provide protection against future changes in an increasingly complex and uncertain land development process, which is necessary in a project such as this that will not be completed for many years. He further stated that the Preliminary Development Agreement was approved by the Board on February 8, 1994; and that, although it has been amended a couple of times, there have been no major changes or issues relating to the project other than the alignment of White's Creek Lane which was resolved. Mr. Young explained that the applicant's representative, Attorney Robert Sader, has submitted a letter clarifying the non-potable water source to be used as the interim water supply for irrigating the golf course and common areas until such time as the treated effluent from the South Truckee Meadows Wastewater Treatment Plant is available.

Using the overhead projector, Mr. Young then displayed the findings that the Board must be able to make in accordance with the Development Code in order to approve the Final Development Agreement and staff's rationale for determining that the findings can be made. He stated that those required findings are: Finding #1) the proposed gross residential density or intensity of use is not changed, or the total number of dwelling units permitted by the Preliminary Development Agreement, 1,090, is the same; (note: Mr. Young stated that in double-checking, it was determined that the zoning only allows for 1,084 residential units, but that the 1,090 figure was provided to the developer by staff back in 1992 and that the developer has relied on that number all these years.); Finding #2) the proposed ratio of residential to non-residential use is not changed; Finding #3) the area set aside for common open space is not reduced or the area is not substantially relocated; Finding #4) the floor area proposed for non-residential use is not increased; Finding #5) the total ground area covered by buildings and the height of buildings is not increased; and Finding #6) the plan provisions are consistent with the adopted Preliminary Development Agreement.

In response to Chairman Bradhurst, Mr. Young advised that CAB review and Planning Commission approvals were required before the Preliminary Development Agreement and the amendments thereto were approved by the County Commissioners; and that one of the reasons there is very little controversy on this project is because there have been so many reviews.

In response to Commissioner Sims, Mr. Young, Mr. Sader and John Collins, Washoe County Utility Division, provided a more detailed explanation concerning the agreement regarding the non-potable water and the use of creek water and/or potable water when non-potable water is not available for the golf course.

The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Brita Tryggvi, CFA, Inc., representing the developer, was present to respond to questions. She stated that the Chairman of the Southwest Truckee Meadows Citizen Advisory Board has requested some minor wording changes to clarify and emphasize that public access will be allowed to the golf course and pedestrian/bike paths and pointed out a typographical error on Table 1-2 which indicates the lot sizes by percentages of total lots. Ms. Tryggvi stated that the developer does not have a problem with these changes; and she and Mr. Young then cited the specific pages where the wording could be changed as proposed. Legal Counsel Madelyn Shipman advised that since these are minor changes needed just for clarification or to correct errors and are not part of the ordinance, she is not concerned.

Mr. Sader reviewed the planning process for this specific project and answered questions of the Board. He also pointed out typographical errors and requested that corrections be made.

Lyn Mundt, Southwest Truckee Meadows Citizen Advisory Board Chair, stated that the CAB feels very strongly that public access through the development for bikes and pedestrians be insured and suggested that wording to that effect be added to the CC&R's as well as the Development Standards Handbook and cited pages that the CAB would like to have changed. She discussed the use of White's Creek Lane as the construction haul route and stated that it was always assumed that White's Creek would be completed to two paved lanes prior to the issuance of the 31st building permit and requested that that be changed. She also talked about the use of non-potable creek water being used for dust control, the golf course, etc., until the treated effluent is available and expressed a concern regarding downstream water rights holders and whether the required State Engineer approvals for such use have been received. Ms. Mundt then cited Section E, page 8-1, regarding certain modifications being approved by the Director of the Department of Development Review and stated that the citizens of the Southwest Truckee Meadows are very uncomfortable with that provision and requested that, at the very least, there should be notification, a time frame, and the changes should be presented to the CAB for comment.

Chairman Bradhurst asked Ms. Mundt if she is satisfied that there has been good citizen involvement in this process and project. Ms. Mundt stated that she is and that CFA has been very good at working with them and that many of the problems were resolved before this went to the Planning Commission.

There being no one else wishing to speak, Chairman Bradhurst closed the public hearing.

Advising that he is authorized by the developers to approve changes that might be requested at this meeting, Mr. Sader stated that as far as public access to the paths, the developer is prepared to make the appropriate changes requested by Ms. Mundt to satisfy that concern; and that he certainly appreciates that the CAB Chairman has taken the time to really review this and is prepared to discuss it. Mr. Sader further stated that he would like to discuss the other three issues raised by Ms. Mundt, the haul route, the creek rights, and having all future changes reviewed and approved by the CAB, a little further. Regarding the haul route, Mr. Sader stated that he thinks there is just a misunderstanding in that the language in Exhibit I addresses what happens prior to issuance of the 35th building permit and the conditions of the Tentative Map require that two lanes of White's Creek Lane be completed prior to the issuance of the 35th building permit.

In regard to the use of creek water until the treated effluent is available, Mr. Sader explained that both Thomas Creek and White's Creek flow right through the project; that they are not planning to divert Thomas Creek water, so Corps of Engineer approval is not required; that the plan is to let that water flow all the way through, just as it does now, until it gets to the sewer treatment plant at which point the water is owned by South Meadows Properties; and that that is where the water has primarily been used for the last 100 years. He further stated that South Meadows is then selling some of these water rights for Southwest Pointe to use up on the fan; that the plan is to store the water in the treatment facility reservoir and then pump it back up; and that they will need to obtain State Engineer approval to change the way the water is used. He stated that he would suggest adding language indicating that any necessary State or Federal approvals must be obtained; and that he wants to assure the Board that they are not going to divert Thomas Creek.

Mr. Sader then stated that the issue on substantial compliance is by far the most important to all concerned. He stated that a project this large, that is going to take 15 years to complete, is going to change; that some changes will be substantial and some will not; and that the question is--should every change go through the whole procedure required for changing a development agreement with lengthy publication and public hearing processes. Mr. Sader explained that what has been negotiated so far is that insubstantial changes can be done through the Director of the Department of Development Review and substantial changes be done through the Board; and that the system will not work if every change has to go through the whole process. Chairman Bradhurst cited the examples of insubstantial changes and asked who is going to determine what is substantial noting that there should at least be CAB review of changes. Mr. Sader responded that the question of whether an issue is substantial or insubstantial is made by the Director and is appealable; and stated that he does not have a problem with CAB review; and that he would urge that the Board not change the basic concept of the development agreement process. Chairman Bradhurst suggested that adding "with review and comment by the CAB" in Exhibit "E", the Development Standards Handbook, on page 8-1, after "Modifications that are in substantial compliance with the overall character.....and approved by the Director of Development Review." Mr. Sader stated that they would agree to that addition.

Ms. Mundt stated that she understands that it would be unworkable to expect CAB approval of every change, but that without some kind of notification and chance for comment back to the Director, there could be changes that the citizens know nothing about and would not have a chance to appeal; and that she agrees with the wording Chairman Bradhurst suggested.

Commissioner Bond suggested that the Director of Development Review provide periodic reports to the Board regarding the changes being requested. Mr. Young



advised that the conditions of the Development Agreement require quarterly reports and Nevada Revised Statutes requires a 2-year review process.

Commissioner Sims asked where he can find the specific conditions regarding screening along White's Creek Lane stating that he has been approached by residents who have expressed concerns and that it appears that not all the affected property owners are in agreement as to the type of screening they would like to see. Mr. Young cited the condition and stated that that will be addressed when the special assessment district for White's Creek Lane comes back before the Board. In further response to Commissioner Sims, Mr. Young confirmed that Fieldcreek property owners will not be assessed in the special assessment district for the construction of White's Creek Lane and screening along the road.

Chairman Bradhurst and Mr. Young then reviewed page-by-page the changes that have been requested and agreed upon. Those changes are:

**Final Development Agreement:**

Section 4.6 - Nonpotable Water Agreement: addition of a paragraph on page 11.

Section 7.10 - Indemnity: Correction of typographical errors on page 16.

**Development Standards Handbook (Exhibit E):**

Page 1-5, Table 1-2 - Lot Summary: Corrected numbers are:

12,000 sf - 436 (40%)  
1/2 acre and larger - 382 (35%)  
1 acre and larger - 272 (25%)

Page 2-14, Paragraph 3, last sentence: add the words "a public" so that it reads "The 8-foot width is intended to be a public multi-purpose -- bicycle, pedestrians, in-line skating, etc."

Page 2-22, Paragraph 2, the sentence that starts with "The private street will have an 120-foot..." and ends with "...8-foot wide meandering asphalt path on both sides." Insert a sentence after that that states, "Public access will be allowed to these paths."

Page 2-23, Paragraph 2, add that same sentence after "On collector roads with up to 9,600 ADT, the 8-foot path will be asphalt."

Page 8-1, Paragraph 2, to the sentence that reads "Modifications that are in substantial compliance with the overall character and design of the project may be requested by Southwest Pointe Partners or its successor and approved by the Director of Development Review." add: "with an opportunity for review and comment by the Southwest Truckee Meadows Citizen Advisory Board." Chairman Bradhurst noted that the assumption would be that that would be done before the Director makes his decision.

Chairman Bradhurst asked Ms. Mundt if these changes will satisfy the concerns of the CAB. Ms. Mundt stated that they will. Mr. Sader stated, for the record, on behalf of the owners in the project agreement, that the changes to the development agreement and exhibits discussed are agreed to by the owners.

Based on the findings that:

1. The proposed gross residential density or intensity of use is not changed;
2. The proposed ratio of residential to non-residential use is not changed;
3. The area set aside for common open space is not reduced or the area is not substantially relocated;
4. The floor area proposed for non-residential use is not increased;
5. The total ground area covered by buildings and the height of buildings is not increased; and
6. The plan provisions are consistent with the adopted Preliminary Development Agreement;

on motion by Commissioner Sims, seconded by Commissioner Mouliot, which motion duly carried, Chairman Bradhurst ordered that Ordinance No. 963, Bill No. 1138 entitled, **"An ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving the Final Development Agreement for Southwest Pointe. The Agreement facilitates the development of a residential community which includes 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The project has a total acreage of ±3,271.6 acres and is located north of Mount Rose Highway (SR431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM**

Washoe County, Nevada, (APN: 41-030-12, 49-010-04, and 49-010-10)" including the amendments as listed above and agreed upon by the parties at this meeting, and in accordance with the following Development Agreement, Tentative Map and Special Use Permit conditions, be approved, adopted and published in accordance with NRS 244.100:

**CONDITIONS  
FOR  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
FOR  
SOUTHWEST POINTE**

(As amended by the Washoe County Planning Commission on May 7, 1996)

\*\*\* important -- please read \*\*\*

**UNLESS OTHERWISE STATED, PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT AGREEMENT, ALL CONDITIONS MUST BE MET.**

**A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.**

**GENERAL CONDITIONS**

1. Unless specifically stated in the final Development Agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final Development Agreement, the allowed uses, densities, and standards of the land subject to the Development Agreement shall be those in effect at the time the final agreement is approved.

2. The final Development Agreement shall specify any time frames that have been extended beyond those specified by Washoe County Code or Nevada Revised Statutes. The Department of Development Review shall be responsible for determining compliance with this condition.
3. A "statement of compliance" format or formats for both residential and non-residential projects shall be made a part of the final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
4. The developer and all successors shall direct any potential purchaser of the site, or portions thereof (other than individual single-family lots), to meet with the Department of Development Review to review the Development Agreement and the conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Development Review of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
5. Prior to submittal to the Washoe County Board of County Commissioners, the final Development Agreement shall be reviewed and approved by the Office of the District Attorney of Washoe County.
6. The final Development Agreement will be submitted to the Washoe County Board of County Commissioners within three months of submission of a completed agreement with all accompanying exhibits, provided the Department of Development Review does not delay the submission in order to approve provisions of the agreement to its satisfaction. Extension of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.
7. The developer shall provide the Department of Development Review staff with a quarterly report indicating the number of building permits issued and other building activity, once residential construction has started. Moved from TM
8. The developer shall define a process to ensure that the maintenance and replacement of the streets, parking areas, lighting, landscaping, recreational facilities, utilities, and other private infrastructure shall be performed by the homeowners associations and shall be perpetually funded. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this condition.

### STREETS AND TRAFFIC

9. A Level of Service C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.
10. The final Development Agreement shall not be approved until the right-of-way (ROW) of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition 21 for tentative maps. An approved and recorded ROW document shall be provided to the County Engineer and the District Attorney's Office.
11. Prior to final approval of the Development Agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Conditions 17 and 19 for tentative maps, from the project site to Wedge Parkway. The County Engineer shall be responsible for determining compliance with this condition.
12. A Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. However, as part of Phase I development, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to approval of any final map or prior to the issuance of the first building permit for the first final map, all construction traffic will be diverted to Whites Creek Lane. No construction traffic will be allowed on Thomas Creek Road between Whites Creek Lane and Zolezzi Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submits a traffic analysis and intersection design prepared by a licensed Nevada

Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a. site distance requirements;
- b. left turn storage capacity and design;
- c. intersection location and alignment;
- d. proximity to existing intersections and recommended separate distances;
- e. existing center median and landscaping concerns;
- f. determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g. determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

13. The developer shall provide a schematic pedestrian circulation plan. The Department of Development Review shall be responsible for determining compliance with this condition. The "statement of compliance" shall require that a detailed pedestrian circulation plan will be submitted as part of each tentative map and approved by the Department of Development Review.
14. Unless specifically stated in these conditions of approval or in the final Development Agreement, all public and private street design and construction is to be done in accordance with the Washoe County standards that are in effect at the time the final Development Agreement is recorded. The County Engineer shall be responsible for determining compliance with this condition.
15. Unless otherwise stated in these conditions of approval or in the final Development Agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 be responsible for determining compliance with this condition.

16. All private roadways shall be depicted on the final maps and identified on the tentative map as either private access easements over individual adjacent lots or, if identified as separate parcels, as either common areas with equal fractional ownership by all of the lots within the development or common areas owned by the homeowners association. The County Engineer shall be responsible for determining compliance with this condition.

### GRADING AND DRAINAGE

17. A general concept-level storm drain master plan shall be submitted to the County Engineer for approval prior to acceptance of the final Development Agreement. The general concept-level storm drain master plan shall address in general terms proposed methods for handling the existing and increased flows for the 10- and 100-year storms including detention and other proposed mitigation measures for both on-site and off-site areas. This master plan shall include a drawing which shows the existing drainage basins within the development and indicate how they may be impacted. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase or approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. The County Engineer shall be responsible for determining compliance with this condition.
18. Detention/retention facilities are to be maintained by a homeowners association and perpetually funded unless Washoe County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County. The County Engineer shall be responsible for determining compliance with this condition.
19. A maintenance plan of all drainage facilities to be owned by the homeowners association shall be provided prior to approval of the conditions, covenants, and restrictions (CC&Rs). All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant and associated Steamboat Ditch conveyance system. The County Engineer shall be responsible for determining compliance with this condition.
20. The off-stream detention/debris basin recommended in the 1990 Kennedy, Jenks, Chilton report shall be reserved based on the following timetable:

- a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final Development Agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final Development Agreement. If construction is not started by that date, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school or revert to open space.
  - d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.
21. The increase in development-caused runoff from the 100-year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained on-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company. The County Engineer shall be responsible for determining compliance with this condition.
  22. A geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area. The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
  23. The development shall comply with the requirements of the Hillside Ordinance of the Development Code, as applicable. The Department of Development Review shall be responsible for determining compliance with this condition.

#### **WATER AND WASTEWATER**

24. A schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to a final map approval, the plan must show that the water system will conform to the State of



Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.

25. Prior to the approval of the final Development Agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Department. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.
26. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure. The Utility Division shall be responsible for determining compliance with this condition.

#### **FIRE PROTECTION**

27. If requested by the applicable fire protection agency, a minimum one-acre site for a fire station shall be offered for dedication prior to recordation of the first final map. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements and the results of those discussions, as they relate to the entire project, shall be incorporated into the Development Agreement.

#### **PARKS/RECREATION/OPEN SPACE**

28. An open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowners association and provisions be made for perpetual funding for maintenance.

Prior to approval of the final Development Agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres. The Parks and Recreation Department and the Department of Development Review shall be responsible for determining compliance with this condition.

29. The final Development Agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County. The Department of Development Review shall be responsible for determining compliance with this condition.
30. A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan will be included in the final Development Agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final Development Agreement. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.
31. The developer will work with the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

#### LANDSCAPING/ARCHITECTURAL DESIGN

32. Prior to approval of the final Development Agreement, the developer shall submit a Development Standards Handbook for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition 19.c. for tentative maps. The Department of Development Review shall be responsible for determining compliance with this condition.

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**CONDITIONS**  
**FOR**  
**TENTATIVE SUBDIVISION MAP CASE NO. \_\_\_\_\_**  
**FOR**  
**\_\_\_\_\_ SUBDIVISION**

(As recommended by Department of Development Review and attached to Staff Report dated \_\_\_\_\_ )

\*\*\* important -- please read \*\*\*

**UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES TO ENSURE COMPLETION OF THE CONDITIONS MUST BE PROVIDED. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES.**

**A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.**

**THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS BEFORE THE ANTICIPATED DATE OF APPROVAL BY THE PLANNING COMMISSION TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES. NO FINAL MAP WILL BE SCHEDULED FOR A PLANNING COMMISSION MEETING DATE THAT IS LESS THAN SIXTY (60) DAYS FROM THE DATE OF THIS MANDATORY MEETING.**

**A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP MUST BE SUBMITTED TO THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP. SAID EXPIRATION IS TWO YEARS FROM THE DATE OF APPROVAL OF THE**

**TENTATIVE MAP OR A SUBSEQUENT FINAL MAP BY THE BOARD OF COUNTY COMMISSIONERS OR, WHEN APPLICABLE, BY THE PLANNING COMMISSION.**

**COMPLIANCE WITH THE DEVELOPMENT AGREEMENT, APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.**

**GENERAL CONDITIONS**

1. The subdivider shall present to the planning commission 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 two (2) years after the date of approval of the tentative map.

Prior to the expiration of a tentative map, the planning commission or, upon appeal, the governing body may grant a two (2) year extension for the presentation of the entire final map or next successive final map. The effective date of the extension shall be two (2) years from the date upon which the map would have expired.

If the subdivider fails to record a final map for any portion of the tentative map or obtain an extension within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

2. Unless specifically stated in the final Development Agreement, final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map or any subsequent extension date. The Department of Development Review shall be responsible for determining compliance with this condition.
3. 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. Substantial compliance shall be determined by the applicable agency and the Department of Development Review.

4. As part of every tentative map and final map application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The "statement of compliance" for the final map shall incorporate a description of how the conditions of approval have been met. The Department of Development Review shall be responsible for determining compliance with this condition.
  
5. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's Office, County Engineer, and the Department of Development Review prior to final map approval or prior to issuance of a certificate of occupancy for a non-residential use. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. If the CC&Rs are not recorded on the entire property, subsequent phases will be annexed to the previously recorded CC&Rs. Said CC&Rs shall specifically address the ability of the county to enforce certain provisions against the property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum:
  - a. Private roads within the subdivision.
  - b. Equestrian center.
  - c. Staffing of maintenance and security forces.
  - d. Common area landscaping.
  - e. Entrance gates.
  - f. Snow removal and storage areas.
  - g. Common area landscaping including along streets or landscaping along Whites Creek Lane.
  - h. Fire and fuelbreaks.
  - i. Detention basins and the accumulated sediment.
  - j. Equestrian/pedestrian trails.
  - k. Bicycle and pedestrian paths.
  - m. Golf cart crossings.
  - n. Off-site residential parking areas.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
- b. All homes must have a garage with space for a minimum of two cars.
- c. Specifications on the limitation of turf area for single-family homes.

- d. Retention of public access to the golf course, bike paths, (i.e., 8-foot meandering paths along minor arterials and some collectors; refer to street sections), public trails, and non-residential uses.
  - e. Notice of requirement to pay future sewer user fees.
  - f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Access to open space for pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
  - l. Minimum defensible space requirements.
  - m. Snow storage areas.
6. Prior to ground-disturbing activity or prior to finalization of any portion of the tentative map, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.
7. 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.
8. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.
9. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.

10. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization, mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
11. All soil boring logs must be included as part of the construction drawings. The County Engineer shall be responsible for determining compliance with this condition.
12. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.
13. The developer is to provide written approval from the US Postal Service for the plans for the installation of mail delivery facilities. The system, other than individual mail boxes, must be shown on the project construction plans and installed as part of the on-site improvements. The County Engineer shall be responsible for determining compliance with this condition.
14. The final map shall designate faults, by distance and bearings, that have been active during the Holocene epoch of geological time and 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. The faults have been located by Civil Engineer Registered in Nevada and experienced in Geotechnical Engineering and field surveyed by a Nevada Registered Land Surveyor.

The Department of Development Review shall be responsible for determining compliance with this condition.

15. The Washoe County Planning Commission certificate on the final map shall be approved by the County Engineer and the Department of Development Review.

**STREETS AND TRAFFIC**

16. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to

include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.

17. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
18. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
19. The County Engineer shall be responsible for determining compliance with this condition. Prior to the issuance of the 35th building permit, the following roadway improvements shall be constructed:
  - a. The remaining two lanes of Whites Creek Lane from Thomas Creek Road to the project site if warranted by projected traffic demands.
  - b. Two (2) lanes of Whites Creek Lane from Thomas Creek Road to Wedge Parkway with 100 feet of right-of-way. These two lanes will be constructed so that an additional two lanes may be added in the future if warranted by projected traffic volumes.
  - c. Whites Creek Lane will be designed in a manner that minimizes any impacts on the adjacent homes to the north in Fieldcreek Ranch (e.g., fencing, berms, lowering the travel lanes).
20. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.
21. Prior to or upon approval of the CC&Rs, the developer shall have a street maintenance program approved by the County Engineer and the Department of Development Review. Maintenance of private streets shall be performed by the homeowners association and shall be perpetually funded.



22. The following roadway sections shall be applicable to the public and private on-site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance, minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.
- a. Private Common Driveways - Serving 4 or less lots, pavement width 20 feet; serving 5 or more lots, pavement width 22 feet; no parking either side. Curb returns shall have a minimum face of curb radius of 20 feet on local streets and 25 feet on collector streets. Private common driveway locations will be shown on all tentative maps. Private common driveways will line up with proposed street intersections where possible and will comply with street intersection offset requirements. Single lot driveway access will not be allowed onto streets on which the average daily traffic exceeds 2000 trips. (Refer to street sections.)
  - b. Rural Private - 60 foot minimum ROW (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
  - c. Local Private - 60 foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
  - d. Collector Private - 60 foot minimum ROW (500 ADT to 2000 ADT): minimum 24-foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path on both sides of the street will be provided unless alternate provisions or locations of

pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)

- e. Collector Private - 60 foot minimum ROW (2000 ADT to 8000 ADT): minimum 24-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking on either side. A minimum 8-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. No residential driveway access will be allowed. Access for private common driveways will be allowed. (Refer to street sections.)
- f. Collector Private - 120 foot minimum ROW collector street (up to 9600 ADT): A minimum 27-foot center median from curb face to curb face, 19-foot pavement width on either side of the median; curb and gutter on both sides or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side except during special events; a minimum 8-foot meandering asphalt path both sides; no residential driveway access allowed. (Refer to street sections.)
- g. Minor Arterial, Private - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27-foot center median from curb face to curb face, 24-foot pavement width on either side of the median; County Engineer-approved concrete header with roadside ditch; no parking either side; a minimum 8-foot meandering asphalt path both sides; no residential driveway access allowed. A gate may be installed at the point where Whites Creek Lane becomes a private road. (Refer to street sections.)
- h. Minor Arterial, Public - 120-foot minimum ROW (more than 10,800 ADT): A minimum 27-foot center median from curb face to curb face, 29.5-foot roadway section on either side of the median; curb and gutter on both sides; a minimum 6-foot concrete sidewalk on both sides; no residential driveway access is allowed. (Refer to street sections.) A gate may be installed at the point where Whites Creek Lane becomes a private road. A public turn-around is required on the public side of the gate.

23. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards. The County Engineer shall be responsible for determining compliance with this condition.
24. Construction near fault lines shall be as follows:
  - a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
  - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.

The County Engineer shall be responsible for determining compliance with this condition.

25. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement. The County Engineer shall be responsible for determining compliance with this condition.
26. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this part of the condition. Maintenance of median landscaping shall be by the homeowners association as provided for in a separate maintenance agreement to be approved by the County Engineer and the District Attorney's Office prior to approval of the CC&Rs.
27. Temporary county standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street. The County Engineer shall be responsible for determining compliance with this condition.
28. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 1,500 feet. These roads shall have a 30-foot access easement with a minimum 20-foot width and 2.5 inches of asphalt concrete pavement on an engineered gravel base. The roads shall be controlled by

emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only". The County Engineer and the applicable fire protection agency shall be responsible for determining compliance with this condition.

29. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately-maintained streets. The County Engineer shall be responsible for determining compliance with this condition.
30. Meandering asphalt paths will be acceptable provided that:
  - a. Pedestrian easements are included for portions of the paths located outside the county right-of-way.
  - b. Landscaping between the back of the curb and the path shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer shall be responsible for determining compliance with the provisions of this condition.
  - c. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the homeowners association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior to approval of the final Development Agreement.
31. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
32. Street lights shall be installed at major intersections. The County Engineer shall be responsible for determining compliance with this condition.
33. No at-grade golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.
34. Off-site parking areas shall be provided within 500 feet of homes that have lots ranging in size between 12,000 square feet and one-half acre. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map(s). The Department of

- Development Review shall be responsible for determining compliance with this condition.
35. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved by the County Engineer and constructed as approved.
  36. Regulatory signs must be installed at the juncture of all public streets with a private street and at intersections along the primary loop road. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards. The County Engineer shall be responsible for determining compliance with this condition.
  37. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

#### **DRAINAGE AND GRADING**

38. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.  
  
The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.
39. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond

sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and approved by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

40. A maintenance plan of all drainage facilities, to be owned by the homeowners association, shall be provided prior to approval of the CC&Rs. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant, and associated Steamboat Ditch conveyance system. All runoff from improved areas which runs into the Steamboat Ditch shall be pre-treated for silt and petrochemicals and shall be routed through a "wet" detention facility or approved alternative. The Utility Division and the Department of Development Review shall be responsible for determining compliance with this condition.
41. The 100-year floodplain boundaries and flood elevations shall appear on each final map. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted or until conformance with Washoe County flood construction standards is determined by the County Engineer. The County Engineer shall be responsible for determining compliance with this condition.
42. Prior to approval of the final map, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection. If required, point discharge permit for each proposed detention pond will be obtained from the Nevada Division of Environmental Protection and copy shall be submitted to the County Engineer.
43. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.
44. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the US Army Corps of

Engineers and the approval letter provided to the Department of Development Review.

45. Prior to issuance of a grading permit for the golf course or approval of a final map, the developer shall obtain from the Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
46. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
47. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.
48. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.

The developer shall contact the Division of Water Resources, State of Nevada, to determine whether the proposed flood detention facilities will require permits. If required, copies shall be submitted to the County Engineer.

49. Prior to the approval of a grading permit or approval of a final map, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

50. Prior to approval of the first final map, an erosion control and soil stabilization plan and a grading plan shall be approved by the Washoe-Storey Conservation District. A copy of the approval shall be submitted to the District Health Department, Department of Development Review, and County Engineer.
51. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided from any structures. The Department of Development Review shall be responsible for determining compliance with this condition.
52. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100-year flows and lined. The County Engineer shall be responsible for determining compliance with this condition.

#### WATER AND WASTEWATER

53. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
54. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
55. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
56. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
57. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
58. The Nevada Division of Environmental Protection must submit a letter to the District Health Department certifying their approval of the final map.



59. The developer shall deposit with the Utility Division the sum of \$50.00 per lot prior to recordation of all or part of the final map. This fee shall represent the prorated share of the completed water and wastewater facilities plan for the South Truckee Meadows for this development.
60. In accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
61. All minor infrastructure for potable water distribution shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.
62. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
63. Prior to final map approval, a letter of approval from the Division of Water Resources for the water rights serving this proposal must be submitted. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource. The Utility Division shall be responsible for determining compliance with this condition.
64. Before approval of the final map will be considered, a letter from the water purveyor committing adequate water service to this proposal must be submitted to the District Health Department. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.

65. Prior to the approval of a final map by the District Health Department, the production wells that will serve any phase of this development must be constructed, pump tested and sampled to ensure the proposed water system has sufficient quality and quantity.
66. Water quality results from a state-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
67. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.
68. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
69. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
70. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
71. The tentative maps shall show the maintenance roads for the existing and proposed water tanks. The location of these roads shall be mutually agreeable to the Department of Public Works and the developer.
72. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters. The Department of Development Review shall be responsible for determining compliance with this condition.
73. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, no grading permit shall be issued prior to District Health Department approval of the referenced final map. This condition does not apply to the construction of production wells required in Condition 68.

The developer may seek relief from the District Board of Health for this requirement or may choose to create a separate parcel for the first 18-hole golf course.

74. The Department of Development Review shall be responsible for determining compliance with this condition. The final map shall contain the following note:

**NOTE**

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by Washoe County.

75. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
76. All minor infrastructure for sewer collection shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division.
77. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.
78. All sewer hookup fees for the area within the final map will be paid to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
79. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines. The Utility Division shall be responsible for determining compliance with this condition.
80. Proper easements shall be shown for off-site sewage and drainage systems. The Utility Division and the County Engineer shall be responsible for determining compliance with this condition.

81. Prior to final map approval, a letter, which can be a will-serve letter, from the Utility Division committing sewer service, must be submitted to the District Health Department. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.

### **FIRE PROTECTION**

82. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the approval of a final map.
83. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.

### **OTHER**

84. A minimum 25-foot landscape buffer shall be installed between the homes and the collector and the arterial streets. The homeowners association shall be required to perpetually maintain these areas. The Department of Development Review shall be responsible for determining compliance with this condition.(CC&Rs)
85. Prior to acceptance of the first final map, the telephone easement Doc. No. 415899, which runs through the middle of many lots, shall be realigned with appropriate abandonment and relocation easements, or the proposed lots realigned. The County Engineer shall be responsible for determining compliance with this condition.

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**CONDITIONS**  
**FOR**  
**SPECIAL USE PERMIT CASE NO. \_\_\_\_\_**

(As recommended by Department of Development Review and attached to Staff Report dated \_\_\_\_\_ )

\*\*\* important -- please read \*\*\*

**UNLESS OTHERWISE SPECIFIED, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES MUST BE PROVIDED TO SATISFY THE CONDITIONS PRIOR TO SUBMITTAL FOR A BUILDING PERMIT. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES. ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL HAVE A COPY FILED WITH THE COUNTY ENGINEER AND THE DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE CONDITIONS OF THIS SPECIAL USE PERMIT IS THE RESPONSIBILITY OF THE DEVELOPER, HIS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST. FAILURE TO COMPLY WITH ANY CONDITIONS IMPOSED IN THE ISSUANCE OF THE SPECIAL USE PERMIT MAY RESULT IN THE INSTITUTION OF REVOCATION PROCEDURES.**

**WASHOE COUNTY RESERVES THE RIGHT TO REVIEW AND REVISE THE CONDITIONS OF THIS APPROVAL SHOULD THEY DETERMINE THAT A SUBSEQUENT LICENSE OR PERMIT ISSUED BY WASHOE COUNTY VIOLATES THE INTENT OF THIS APPROVAL.**

**GENERAL CONDITIONS**

1. As part of every special use permit application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The

Department of Development Review shall be responsible for determining compliance with this condition.

2. Prior to ground-disturbing activity, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.
3. 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.

4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
5. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.
6. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.
7. An animal waste management plan shall be prepared prior to the issuance of any building permit for a facility that might require such a plan. The plan must document how the migration of bacteria, nutrients, and other animal waste by-products to surface and ground waters will be prevented. The Department of Development Review shall be responsible for determining compliance with this condition.

### **STREETS AND TRAFFIC**

8. All street construction shall comply, at a minimum, with the requirements for a subdivision within this project. The County Engineer shall be responsible for determining compliance with this condition.
9. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.
10. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.
11. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
12. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards. The applicable fire protection agency shall be responsible for determining compliance with this condition.
13. Construction near fault lines shall be as follows:
  - a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
  - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in

geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.

The County Engineer shall be responsible for determining compliance with this condition.

14. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
15. No at-grade golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.

#### **GRADING AND DRAINAGE**

16. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.

17. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and by the District Health Department and the County



Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the developer shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed-upon locations. The easement shall be submitted with the plans for the final golf course improvements. The County Engineer shall be responsible for determining compliance with this condition.

18. Prior to the approval of a grading permit, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.
19. For all projects larger than 5 acres, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection and submit a copy to the County Engineer prior to ground-disturbing activity.
20. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.
21. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.
22. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical

- report. The County Engineer shall be responsible for determining compliance with this condition.
23. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.
  24. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
  25. Prior to issuance of a grading permit for the golf course or approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
  26. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.
  27. Prior to the issuance of a grading permit for the golf course, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A surface and ground water sampling program shall be implemented to demonstrate that migration is not occurring and commits to modifying practices in the event that any of the above materials are detected. The Department of Development Review shall be responsible for determining compliance with this condition.

#### WATER AND WASTEWATER

28. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.

29. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
30. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
31. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
32. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
33. If required and in accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
34. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
35. Water quality results from a State of Nevada-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
36. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and

functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.

37. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
38. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
39. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
40. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
41. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.

#### **FIRE PROTECTION**

42. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed prior to the introduction of any combustible materials to the

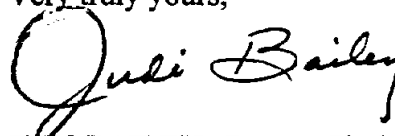
site. The fire protection agency shall be responsible for determining compliance with this condition.

43. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.

### **LANDSCAPING**

44. Detailed landscaping and irrigation plans for the village commercial center, club house, golf course, golf driving range, equestrian center, or other non-residential uses requiring special use permit review shall be submitted prior to the issuance of a building permit for the particular use.
45. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200(e) of the Uniform Building Code Section 7011 amended. The Department of Development Review shall be responsible for determining compliance with this condition.

Very truly yours,



JUDI BAILEY, County Clerk  
and Clerk of the Board of  
Washoe County Commissioners

slg

cc: Assessor (J.Ramos), Building, Comp. Planning, Development Review  
(M.Harper), District Attorney (M. Shipman), Engineer, Utility (P.Orphan)  
Redfield Land Company, Gerald Smith, P.O. Box 61, Reno, NV 89504  
Robert M. Sader, 462 Court Street, Reno, NV 89501  
CFA, Brita Tryggvi, 1150 Corporate Blvd., Reno, NV 89502

**BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA**

TUESDAY

9:00 A.M.

JULY 23, 1996

PRESENT:

Steve Bradhurst, Chairman  
Grant Sims, Vice Chairman  
Joanne Bond, Commissioner  
Mike Mouliot, Commissioner

RECEIVED

AUG 14 1996

WASHOE COUNTY  
DEVELOPMENT REVIEW

Judi Bailey, County Clerk (a.m.)  
Betty Lewis, Chief Deputy County Clerk (p.m.)  
John MacIntyre, County Manager  
Madelyn Shipman, Legal Counsel

ABSENT:

Jim Shaw, Commissioner

The Board met in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the pledge of allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

**AGENDA**

In accordance with the Open Meeting Law, on motion by Commissioner Bond, seconded by Commissioner Sims, which motion duly carried, Chairman Bradhurst ordered that the agenda for the July 23, 1996, meeting be approved.

**MINUTES**

On motion by Commissioner Bond, seconded by Commissioner Mouliot, which motion duly carried with Commissioner Sims abstaining, Chairman Bradhurst ordered that the minutes of the regular meeting of June 25, 1996, be approved.

**PUBLIC COMMENTS**

There was no response to the call for public comments.

96-733

**MANUFACTURER'S LICENSE - COPPER SUMMIT BREWING CO., LTD.**

Upon recommendation of Richard Kishpaugh, Business License Division, on motion by Commissioner Bond, seconded by Commissioner Sims, which motion duly carried, Chairman Bradhurst ordered that a brew pub manufacturer's license for Copper

Summit Brewing Co., Ltd., located at 7671 South Virginia Street, Reno, Nevada, be granted subject to approval by the City of Reno Business License Department.

96-734            **ORDINANCE NO. 963, BILL NO. 1138 - FINAL DEVELOPMENT AGREEMENT - SOUTHWEST POINTE**

**9:30 a.m.**        This was the time set in a Notice of Public Hearing published in the Reno Gazette-Journal on July 12, 1996, to consider second reading and adoption of Bill No. 1138, approving the Final Development Agreement for Southwest Pointe, a residential community of 1,090 homesites with golf courses and recreational and commercial facilities in the Southwest Truckee Meadows planning area. Proof was made that due and legal Notice had been given.

Don Young, Department of Development Review Planner, presented an overview of the history of the Southwest Pointe project stating that this is the first legislatively enabled Development Agreement to be presented to the Board; and that the purpose of a Development Agreement is to provide protection against future changes in an increasingly complex and uncertain land development process, which is necessary in a project such as this that will not be completed for many years. He further stated that the Preliminary Development Agreement was approved by the Board on February 8, 1994; and that, although it has been amended a couple of times, there have been no major changes or issues relating to the project other than the alignment of White's Creek Lane which was resolved. Mr. Young explained that the applicant's representative, Attorney Robert Sader, has submitted a letter clarifying the non-potable water source to be used as the interim water supply for irrigating the golf course and common areas until such time as the treated effluent from the South Truckee Meadows Wastewater Treatment Plant is available.

Using the overhead projector, Mr. Young then displayed the findings that the Board must be able to make in accordance with the Development Code in order to approve the Final Development Agreement and staff's rationale for determining that the findings can be made. He stated that those required findings are: Finding #1) the proposed gross residential density or intensity of use is not changed, or the total number of dwelling units permitted by the Preliminary Development Agreement, 1,090, is the same; (note: Mr. Young stated that in double-checking, it was determined that the zoning only allows for 1,084 residential units, but that the 1,090 figure was provided to the developer by staff back in 1992 and that the developer has relied on that number all these years.); Finding #2) the proposed ratio of residential to non-residential use is not changed; Finding #3) the area set aside for common open space is not reduced or the area is not substantially relocated; Finding #4) the floor area proposed for non-residential use is not increased; Finding #5) the total ground area covered by buildings and the height of buildings is not increased; and Finding #6) the plan provisions are consistent with the adopted Preliminary Development Agreement.

In response to Chairman Bradhurst, Mr. Young advised that CAB review and Planning Commission approvals were required before the Preliminary Development Agreement and the amendments thereto were approved by the County Commissioners; and that one of the reasons there is very little controversy on this project is because there have been so many reviews.

In response to Commissioner Sims, Mr. Young, Mr. Sader and John Collins, Washoe County Utility Division, provided a more detailed explanation concerning the agreement regarding the non-potable water and the use of creek water and/or potable water when non-potable water is not available for the golf course.

The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Brita Tryggvi, CFA, Inc., representing the developer, was present to respond to questions. She stated that the Chairman of the Southwest Truckee Meadows Citizen Advisory Board has requested some minor wording changes to clarify and emphasize that public access will be allowed to the golf course and pedestrian/bike paths and pointed out a typographical error on Table 1-2 which indicates the lot sizes by percentages of total lots. Ms. Tryggvi stated that the developer does not have a problem with these changes; and she and Mr. Young then cited the specific pages where the wording could be changed as proposed. Legal Counsel Madelyn Shipman advised that since these are minor changes needed just for clarification or to correct errors and are not part of the ordinance, she is not concerned.

Mr. Sader reviewed the planning process for this specific project and answered questions of the Board. He also pointed out typographical errors and requested that corrections be made.

Lyn Mundt, Southwest Truckee Meadows Citizen Advisory Board Chair, stated that the CAB feels very strongly that public access through the development for bikes and pedestrians be insured and suggested that wording to that effect be added to the CC&R's as well as the Development Standards Handbook and cited pages that the CAB would like to have changed. She discussed the use of White's Creek Lane as the construction haul route and stated that it was always assumed that White's Creek would be completed to two paved lanes prior to the issuance of the 31st building permit and requested that that be changed. She also talked about the use of non-potable creek water being used for dust control, the golf course, etc., until the treated effluent is available and expressed a concern regarding downstream water rights holders and whether the required State Engineer approvals for such use have been received. Ms. Mundt then cited Section E, page 8-1, regarding certain modifications being approved by the Director of the Department of Development Review and stated that the citizens of the Southwest Truckee Meadows are very uncomfortable with that provision and requested that, at the very least, there should be notification, a time frame, and the changes should be presented to the CAB for comment.



Chairman Bradhurst asked Ms. Mundt if she is satisfied that there has been good citizen involvement in this process and project. Ms. Mundt stated that she is and that CFA has been very good at working with them and that many of the problems were resolved before this went to the Planning Commission.

There being no one else wishing to speak, Chairman Bradhurst closed the public hearing.

Advising that he is authorized by the developers to approve changes that might be requested at this meeting, Mr. Sader stated that as far as public access to the paths, the developer is prepared to make the appropriate changes requested by Ms. Mundt to satisfy that concern; and that he certainly appreciates that the CAB Chairman has taken the time to really review this and is prepared to discuss it. Mr. Sader further stated that he would like to discuss the other three issues raised by Ms. Mundt, the haul route, the creek rights, and having all future changes reviewed and approved by the CAB, a little further. Regarding the haul route, Mr. Sader stated that he thinks there is just a misunderstanding in that the language in Exhibit I addresses what happens prior to issuance of the 35th building permit and the conditions of the Tentative Map require that two lanes of White's Creek Lane be completed prior to the issuance of the 35th building permit.

In regard to the use of creek water until the treated effluent is available, Mr. Sader explained that both Thomas Creek and White's Creek flow right through the project; that they are not planning to divert Thomas Creek water, so Corps of Engineer approval is not required; that the plan is to let that water flow all the way through, just as it does now, until it gets to the sewer treatment plant at which point the water is owned by South Meadows Properties; and that that is where the water has primarily been used for the last 100 years. He further stated that South Meadows is then selling some of these water rights for Southwest Pointe to use up on the fan; that the plan is to store the water in the treatment facility reservoir and then pump it back up; and that they will need to obtain State Engineer approval to change the way the water is used. He stated that he would suggest adding language indicating that any necessary State or Federal approvals must be obtained; and that he wants to assure the Board that they are not going to divert Thomas Creek.

Mr. Sader then stated that the issue on substantial compliance is by far the most important to all concerned. He stated that a project this large, that is going to take 15 years to complete, is going to change; that some changes will be substantial and some will not; and that the question is--should every change go through the whole procedure required for changing a development agreement with lengthy publication and public hearing processes. Mr. Sader explained that what has been negotiated so far is that insubstantial changes can be done through the Director of the Department of Development Review and substantial changes be done through the Board; and that the system will not work if every change has to go through the whole process. Chairman Bradhurst cited the examples of insubstantial changes and asked who is going to determine what is substantial noting that there should at least be CAB review of changes.

Mr. Sader responded that the question of whether an issue is substantial or insubstantial is made by the Director and is appealable; and stated that he does not have a problem with CAB review; and that he would urge that the Board not change the basic concept of the development agreement process. Chairman Bradhurst suggested that adding "with review and comment by the CAB" in Exhibit "E", the Development Standards Handbook, on page 8-1, after "Modifications that are in substantial compliance with the overall character.....and approved by the Director of Development Review." Mr. Sader stated that they would agree to that addition.

Ms. Mundt stated that she understands that it would be unworkable to expect CAB approval of every change, but that without some kind of notification and chance for comment back to the Director, there could be changes that the citizens know nothing about and would not have a chance to appeal; and that she agrees with the wording Chairman Bradhurst suggested.

Commissioner Bond suggested that the Director of Development Review provide periodic reports to the Board regarding the changes being requested. Mr. Young advised that the conditions of the Development Agreement require quarterly reports and Nevada Revised Statutes requires a 2-year review process.

Commissioner Sims asked where he can find the specific conditions regarding screening along White's Creek Lane stating that he has been approached by residents who have expressed concerns and that it appears that not all the affected property owners are in agreement as to the type of screening they would like to see. Mr. Young cited the condition and stated that that will be addressed when the special assessment district for White's Creek Lane comes back before the Board. In further response to Commissioner Sims, Mr. Young confirmed that Fieldcreek property owners will not be assessed in the special assessment district for the construction of White's Creek Lane and screening along the road.

Chairman Bradhurst and Mr. Young then reviewed page-by-page the changes that have been requested and agreed upon. Those changes are:

**Final Development Agreement:**

Section 4.6 - Nonpotable Water Agreement: addition of a paragraph on page 11.

Section 7.10 - Indemnity: Correction of typographical errors on page 16.

**Development Standards Handbook (Exhibit E):**

Page 1-5, Table 1-2 - Lot Summary: Corrected numbers are:

12,000 sf - 436 (40%)  
1/2 acre and larger - 382 (35%)  
1 acre and larger - 272 (25%)

Page 2-14, Paragraph 3, last sentence: add the words "a public" so that it reads "The 8-foot width is intended to be a public multi-purpose -- bicycle, pedestrians, in-line skating, etc."

Page 2-22, Paragraph 2, the sentence that starts with "The private street will have an 120-foot..." and ends with "...8-foot wide meandering asphalt path on both sides." Insert a sentence after that that states, "Public access will be allowed to these paths."

Page 2-23, Paragraph 2, add that same sentence after "On collector roads with up to 9,600 ADT, the 8-foot path will be asphalt."

Page 8-1, Paragraph 2, to the sentence that reads "Modifications that are in substantial compliance with the overall character and design of the project may be requested by Southwest Pointe Partners or its successor and approved by the Director of Development Review." add: "with an opportunity for review and comment by the Southwest Truckee Meadows Citizen Advisory Board." Chairman Bradhurst noted that the assumption would be that that would be done before the Director makes his decision.

Chairman Bradhurst asked Ms. Mundt if these changes will satisfy the concerns of the CAB. Ms. Mundt stated that they will. Mr. Sader stated, for the record, on behalf of the owners in the project agreement, that the changes to the development agreement and exhibits discussed are agreed to by the owners.

Based on the findings that:

1. The proposed gross residential density or intensity of use is not changed;
2. The proposed ratio of residential to non-residential use is not changed;
3. The area set aside for common open space is not reduced or the area is not substantially relocated;
4. The floor area proposed for non-residential use is not increased;
5. The total ground area covered by buildings and the height of buildings is not increased; and
6. The plan provisions are consistent with the adopted Preliminary Development Agreement;

on motion by Commissioner Sims, seconded by Commissioner Mouliot, which motion duly carried, Chairman Bradhurst ordered that Ordinance No. 963, Bill No. 1138 entitled, "An ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving the Final Development Agreement for Southwest Pointe. The Agreement facilitates the development of a residential community which includes 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The project has a total acreage of ±3,271.6 acres and is located north of Mount Rose Highway (SR431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM Washoe County, Nevada, (APN: 41-030-12, 49-010-04, and 49-010-10)" including the amendments as listed above and agreed upon by the parties at this meeting, and in accordance with the following Development Agreement, Tentative Map and Special Use Permit conditions, be approved, adopted and published in accordance with NRS 244.100:

**CONDITIONS  
FOR  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
FOR  
SOUTHWEST POINTE**

(As amended by the Washoe County Planning Commission on May 7, 1996)

**UNLESS OTHERWISE STATED, PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT AGREEMENT, ALL CONDITIONS MUST BE MET.**

**A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.**

## GENERAL CONDITIONS

1. Unless specifically stated in the final Development Agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final Development Agreement, the allowed uses, densities, and standards of the land subject to the Development Agreement shall be those in effect at the time the final agreement is approved.
2. The final Development Agreement shall specify any time frames that have been extended beyond those specified by Washoe County Code or Nevada Revised Statutes. The Department of Development Review shall be responsible for determining compliance with this condition.
3. A "statement of compliance" format or formats for both residential and non-residential projects shall be made a part of the final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
4. The developer and all successors shall direct any potential purchaser of the site, or portions thereof (other than individual single-family lots), to meet with the Department of Development Review to review the Development Agreement and the conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Development Review of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
5. Prior to submittal to the Washoe County Board of County Commissioners, the final Development Agreement shall be reviewed and approved by the Office of the District Attorney of Washoe County.
6. The final Development Agreement will be submitted to the Washoe County Board of County Commissioners within three months of submission of a completed agreement with all accompanying exhibits, provided the Department of Development Review does not delay the submission in order to approve provisions of the agreement to its satisfaction. Extension of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.
7. The developer shall provide the Department of Development Review staff with a quarterly report indicating the number of building permits issued and other building activity, once residential construction has started.

8. The developer shall define a process to ensure that the maintenance and replacement of the streets, parking areas, lighting, landscaping, recreational facilities, utilities, and other private infrastructure shall be performed by the homeowners associations and shall be perpetually funded. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this condition.

### STREETS AND TRAFFIC

9. A Level of Service C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.
10. The final Development Agreement shall not be approved until the right-of-way (ROW) of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition 21 for tentative maps. An approved and recorded ROW document shall be provided to the County Engineer and the District Attorney's Office.
11. Prior to final approval of the Development Agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Conditions 17 and 19 for tentative maps, from the project site to Wedge Parkway. The County Engineer shall be responsible for determining compliance with this condition.
12. A Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. However, as part of Phase I development, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to approval of any final map or prior to the issuance of the first building permit for the first final map, all construction traffic will be diverted to Whites Creek Lane. No construction traffic will be allowed on Thomas Creek Road between Whites Creek Lane and Zolezzi Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th

building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submits a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a. site distance requirements;
- b. left turn storage capacity and design;
- c. intersection location and alignment;
- d. proximity to existing intersections and recommended separate distances;
- e. existing center median and landscaping concerns;
- f. determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g. determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

13. The developer shall provide a schematic pedestrian circulation plan. The Department of Development Review shall be responsible for determining compliance with this condition. The "statement of compliance" shall require that a detailed pedestrian circulation plan will be submitted as part of each tentative map and approved by the Department of Development Review.
14. Unless specifically stated in these conditions of approval or in the final Development Agreement, all public and private street design and construction is to be done in accordance with the Washoe County standards that are in effect at the time the final Development Agreement is recorded. The County Engineer shall be responsible for determining compliance with this condition.
15. Unless otherwise stated in these conditions of approval or in the final Development Agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 be responsible for determining compliance with this condition.

16. All private roadways shall be depicted on the final maps and identified on the tentative map as either private access easements over individual adjacent lots or, if identified as separate parcels, as either common areas with equal fractional ownership by all of the lots within the development or common areas owned by the homeowners association. The County Engineer shall be responsible for determining compliance with this condition.

### **GRADING AND DRAINAGE**

17. A general concept-level storm drain master plan shall be submitted to the County Engineer for approval prior to acceptance of the final Development Agreement. The general concept-level storm drain master plan shall address in general terms proposed methods for handling the existing and increased flows for the 10- and 100-year storms including detention and other proposed mitigation measures for both on-site and off-site areas. This master plan shall include a drawing which shows the existing drainage basins within the development and indicate how they may be impacted. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase or approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. The County Engineer shall be responsible for determining compliance with this condition.
18. Detention/retention facilities are to be maintained by a homeowners association and perpetually funded unless Washoe County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County. The County Engineer shall be responsible for determining compliance with this condition.
19. A maintenance plan of all drainage facilities to be owned by the homeowners association shall be provided prior to approval of the conditions, covenants, and restrictions (CC&Rs). All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant and associated Steamboat Ditch conveyance system. The County Engineer shall be responsible for determining compliance with this condition.
20. The off-stream detention/debris basin recommended in the 1990 Kennedy, Jenks, Chilton report shall be reserved based on the following timetable:
  - a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence



upon the approval of the final Development Agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.

b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final Development Agreement. If construction is not started by that date, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.

c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school or revert to open space.

d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.

21. The increase in development-caused runoff from the 100-year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained on-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company. The County Engineer shall be responsible for determining compliance with this condition.
22. A geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area. The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
23. The development shall comply with the requirements of the Hillside Ordinance of the Development Code, as applicable. The Department of Development Review shall be responsible for determining compliance with this condition.

#### **WATER AND WASTEWATER**

24. A schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to a final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.

25. Prior to the approval of the final Development Agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Department. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.
26. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure. The Utility Division shall be responsible for determining compliance with this condition.

### **FIRE PROTECTION**

27. If requested by the applicable fire protection agency, a minimum one-acre site for a fire station shall be offered for dedication prior to recordation of the first final map. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements and the results of those discussions, as they relate to the entire project, shall be incorporated into the Development Agreement.

### **PARKS/RECREATION/OPEN SPACE**

28. An open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowners association and provisions be made for perpetual funding for maintenance.

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Prior to approval of the final Development Agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres. The Parks and Recreation Department and the Department of Development Review shall be responsible for determining compliance with this condition.

29. The final Development Agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County. The Department of Development Review shall be responsible for determining compliance with this condition.
30. A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan will be included in the final Development Agreement. The final

park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final Development Agreement. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

31. The developer will work with the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

### LANDSCAPING/ARCHITECTURAL DESIGN

32. Prior to approval of the final Development Agreement, the developer shall submit a Development Standards Handbook for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition 19.c. for tentative maps. The Department of Development Review shall be responsible for determining compliance with this condition.

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**CONDITIONS  
FOR  
TENTATIVE SUBDIVISION MAP CASE NO. \_\_\_\_\_  
FOR  
\_\_\_\_\_ SUBDIVISION**

(As recommended by Department of Development Review and attached to Staff Report dated \_\_\_\_\_ )

**UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES TO ENSURE COMPLETION OF THE CONDITIONS MUST BE PROVIDED. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES.**

**A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.**

**THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS BEFORE THE ANTICIPATED DATE OF APPROVAL BY THE PLANNING COMMISSION TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS; AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES. NO FINAL MAP WILL BE SCHEDULED FOR A PLANNING COMMISSION MEETING DATE THAT IS LESS THAN SIXTY (60) DAYS FROM THE DATE OF THIS MANDATORY MEETING.**

**A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP MUST BE SUBMITTED TO THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP. SAID EXPIRATION IS TWO YEARS FROM THE DATE OF APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP BY THE BOARD OF COUNTY COMMISSIONERS OR, WHEN APPLICABLE, BY THE PLANNING COMMISSION.**

**COMPLIANCE WITH THE DEVELOPMENT AGREEMENT, APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.**

**GENERAL CONDITIONS**

1. The subdivider shall present to the planning commission 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 two (2) years after the date of approval of the tentative map.

Prior to the expiration of a tentative map, the planning commission or, upon appeal, the governing body may grant a two (2) year extension for the presentation of the entire final map or next successive final map. The effective date of the extension shall be two (2) years from the date upon which the map would have expired.

If the subdivider fails to record a final map for any portion of the tentative map or obtain an extension within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

2. Unless specifically stated in the final Development Agreement, final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map or any subsequent extension date. The Department of Development Review shall be responsible for determining compliance with this condition.
3. 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. Substantial compliance shall be determined by the applicable agency and the Department of Development Review.
4. As part of every tentative map and final map application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The "statement of compliance" for the final map shall incorporate a description of how the conditions of approval have been met. The Department of Development Review shall be responsible for determining compliance with this condition.

5. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's Office, County Engineer, and the Department of Development Review prior to final map approval or prior to issuance of a certificate of occupancy for a non-residential use. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. If the CC&Rs are not recorded on the entire property, subsequent phases will be annexed to the previously recorded CC&Rs. Said CC&Rs shall specifically address the ability of the county to enforce certain provisions against the property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum:

- a. Private roads within the subdivision.
- b. Equestrian center.
- c. Staffing of maintenance and security forces.
- d. Common area landscaping.
- e. Entrance gates.
- f. Snow removal and storage areas.
- g. Common area landscaping including along streets or landscaping along Whites Creek Lane.
- h. Fire and fuelbreaks.
- i. Detention basins and the accumulated sediment.
- j. Equestrian/pedestrian trails.
- k. Bicycle and pedestrian paths.
- m. Golf cart crossings.
- n. Off-site residential parking areas.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
- b. All homes must have a garage with space for a minimum of two cars.
- c. Specifications on the limitation of turf area for single-family homes.
- d. Retention of public access to the golf course, bike paths, (i.e., 8-foot meandering paths along minor arterials and some collectors; refer to street sections), public trails, and non-residential uses.
- e. Notice of requirement to pay future sewer user fees.
- f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
- g. Potential for conservation easements or dedication of open space.
- h. Prohibition of motorized vehicles in open space.
- i. Areas with potential for equestrian traffic.
- j. Access to open space for pedestrian and bicycle traffic.
- k. Notice of pedestrian easements to abutting properties.
- l. Minimum defensible space requirements.
- m. Snow storage areas.

6. Prior to ground-disturbing activity or prior to finalization of any portion of the tentative map, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.
7. 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.

8. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.
9. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
10. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization, mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
11. All soil boring logs must be included as part of the construction drawings. The County Engineer shall be responsible for determining compliance with this condition.
12. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.
13. The developer is to provide written approval from the US Postal Service for the plans for the installation of mail delivery facilities. The system, other than individual mail boxes, must be shown on the project construction plans and

installed as part of the on-site improvements. The County Engineer shall be responsible for determining compliance with this condition.

14. The final map shall designate faults, by distance and bearings, that have been active during the Holocene epoch of geological time and 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. The faults have been located by Civil Engineer Registered in Nevada and experienced in Geotechnical Engineering and field surveyed by a Nevada Registered Land Surveyor.

The Department of Development Review shall be responsible for determining compliance with this condition.

15. The Washoe County Planning Commission certificate on the final map shall be approved by the County Engineer and the Department of Development Review.

**STREETS AND TRAFFIC**

16. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.
17. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
18. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
19. The County Engineer shall be responsible for determining compliance with this condition. Prior to the issuance of the 35th building permit, the following roadway improvements shall be constructed:
  - a. The remaining two lanes of Whites Creek Lane from Thomas Creek Road to the project site if warranted by projected traffic demands.



- b. Two (2) lanes of Whites Creek Lane from Thomas Creek Road to Wedge Parkway with 100 feet of right-of-way. These two lanes will be constructed so that an additional two lanes may be added in the future if warranted by projected traffic volumes.
  - c. Whites Creek Lane will be designed in a manner that minimizes any impacts on the adjacent homes to the north in Fieldcreek Ranch (e.g., fencing, berms, lowering the travel lanes).
20. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.
21. Prior to or upon approval of the CC&Rs, the developer shall have a street maintenance program approved by the County Engineer and the Department of Development Review. Maintenance of private streets shall be performed by the homeowners association and shall be perpetually funded.
22. The following roadway sections shall be applicable to the public and private on-site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance, minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.
- a. Private Common Driveways - Serving 4 or less lots, pavement width 20 feet; serving 5 or more lots, pavement width 22 feet; no parking either side. Curb returns shall have a minimum face of curb radius of 20 feet on local streets and 25 feet on collector streets. Private common driveway locations will be shown on all tentative maps. Private common driveways will line up with proposed street intersections where possible and will comply with street intersection offset requirements. Single lot driveway access will not be allowed onto streets on which the average daily traffic exceeds 2000 trips. (Refer to street sections.)
  - b. Rural Private - 60 foot minimum ROW (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations

of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

- c. Local Private - 60 foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
- d. Collector Private - 60 foot minimum ROW (500 ADT to 2000 ADT): minimum 24-foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)
- e. Collector Private - 60 foot minimum ROW (2000 ADT to 8000 ADT): minimum 24-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking on either side. A minimum 8-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. No residential driveway access will be allowed. Access for private common driveways will be allowed. (Refer to street sections.)
- f. Collector Private - 120 foot minimum ROW collector street (up to 9600 ADT): A minimum 27-foot center median from curb face to curb face, 19-foot pavement width on either side of the median; curb and gutter on both sides or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side except during special events; a minimum 8-foot meandering asphalt path both sides; no residential driveway access allowed. (Refer to street sections.)
- g. Minor Arterial, Private - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27-foot center median from curb face to curb face,

24-foot pavement width on either side of the median; County Engineer-approved concrete header with roadside ditch; no parking either side; a minimum 8-foot meandering asphalt path both sides; no residential driveway access allowed. A gate may be installed at the point where Whites Creek Lane becomes a private road. (Refer to street sections.)

- h. **Minor Arterial, Public - 120-foot minimum ROW (more than 10,800 ADT):** A minimum 27-foot center median from curb face to curb face, 29.5-foot roadway section on either side of the median; curb and gutter on both sides; a minimum 6-foot concrete sidewalk on both sides; no residential driveway access is allowed. (Refer to street sections.) A gate may be installed at the point where Whites Creek Lane becomes a private road. A public turn-around is required on the public side of the gate.

23. **All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards. The County Engineer shall be responsible for determining compliance with this condition.**

24. **Construction near fault lines shall be as follows:**

- a. **Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.**
- b. **Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.**

**The County Engineer shall be responsible for determining compliance with this condition.**

25. **All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement. The County Engineer shall be responsible for determining compliance with this condition.**

26. **Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this part of the condition. Maintenance of median landscaping shall be by the homeowners association as provided for in a separate maintenance agreement to be approved**

by the County Engineer and the District Attorney's Office prior to approval of the CC&Rs.

27. Temporary county standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street. The County Engineer shall be responsible for determining compliance with this condition.
28. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 1,500 feet. These roads shall have a 30-foot access easement with a minimum 20-foot width and 2.5 inches of asphalt concrete pavement on an engineered gravel base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only". The County Engineer and the applicable fire protection agency shall be responsible for determining compliance with this condition.
29. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately-maintained streets. The County Engineer shall be responsible for determining compliance with this condition.
30. Meandering asphalt paths will be acceptable provided that:
  - a. Pedestrian easements are included for portions of the paths located outside the county right-of-way.
  - b. Landscaping between the back of the curb and the path shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer shall be responsible for determining compliance with the provisions of this condition.
  - c. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the homeowners association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior to approval of the final Development Agreement.
31. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
32. Street lights shall be installed at major intersections. The County Engineer shall be responsible for determining compliance with this condition.

33. No at-grade golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.
34. Off-site parking areas shall be provided within 500 feet of homes that have lots ranging in size between 12,000 square feet and one-half acre. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map(s). The Department of Development Review shall be responsible for determining compliance with this condition.
35. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved by the County Engineer and constructed as approved.
36. Regulatory signs must be installed at the juncture of all public streets with a private street and at intersections along the primary loop road. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards. The County Engineer shall be responsible for determining compliance with this condition.
37. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

#### **DRAINAGE AND GRADING**

38. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.

39. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and approved by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.
40. A maintenance plan of all drainage facilities, to be owned by the homeowners association, shall be provided prior to approval of the CC&Rs. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant, and associated Steamboat Ditch conveyance system. All runoff from improved areas which runs into the Steamboat Ditch shall be pre-treated for silt and petrochemicals and shall be routed through a "wet" detention facility or approved alternative. The Utility Division and the Department of Development Review shall be responsible for determining compliance with this condition.
41. The 100-year floodplain boundaries and flood elevations shall appear on each final map. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted or until conformance with Washoe County flood construction standards is determined by the County Engineer. The County Engineer shall be responsible for determining compliance with this condition.
42. Prior to approval of the final map, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection. If required, point discharge permit for each proposed detention pond will be obtained from the Nevada Division of Environmental Protection and copy shall be submitted to the County Engineer.
43. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.

44. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the US Army Corps of Engineers and the approval letter provided to the Department of Development Review.
45. Prior to issuance of a grading permit for the golf course or approval of a final map, the developer shall obtain from the Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
46. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
47. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.
48. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.

The developer shall contact the Division of Water Resources, State of Nevada, to determine whether the proposed flood detention facilities will require permits. If required, copies shall be submitted to the County Engineer.

49. Prior to the approval of a grading permit or approval of a final map, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

50. Prior to approval of the first final map, an erosion control and soil stabilization plan and a grading plan shall be approved by the Washoe-Storey Conservation District. A copy of the approval shall be submitted to the District Health Department, Department of Development Review, and County Engineer.
51. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided from any structures. The Department of Development Review shall be responsible for determining compliance with this condition.
52. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100-year flows and lined. The County Engineer shall be responsible for determining compliance with this condition.

#### WATER AND WASTEWATER

53. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
54. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
55. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
56. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
57. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
58. The Nevada Division of Environmental Protection must submit a letter to the District Health Department certifying their approval of the final map.
59. The developer shall deposit with the Utility Division the sum of \$50.00 per lot prior to recordation of all or part of the final map. This fee shall represent the prorated share of the completed water and wastewater facilities plan for the South Truckee Meadows for this development.



60. In accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
61. All minor infrastructure for potable water distribution shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.
62. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
63. Prior to final map approval, a letter of approval from the Division of Water Resources for the water rights serving this proposal must be submitted. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource. The Utility Division shall be responsible for determining compliance with this condition.
64. Before approval of the final map will be considered, a letter from the water purveyor committing adequate water service to this proposal must be submitted to the District Health Department. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.
65. Prior to the approval of a final map by the District Health Department, the production wells that will serve any phase of this development must be constructed, pump tested and sampled to ensure the proposed water system has sufficient quality and quantity.
66. Water quality results from a state-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.

67. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.
68. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
69. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
70. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
71. The tentative maps shall show the maintenance roads for the existing and proposed water tanks. The location of these roads shall be mutually agreeable to the Department of Public Works and the developer.
72. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters. The Department of Development Review shall be responsible for determining compliance with this condition.
73. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, no grading permit shall be issued prior to District Health Department approval of the referenced final map. This condition does not apply to the construction of production wells required in Condition 68.

The developer may seek relief from the District Board of Health for this requirement or may choose to create a separate parcel for the first 18-hole golf course.

74. The Department of Development Review shall be responsible for determining compliance with this condition. The final map shall contain the following note:

**NOTE**

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by Washoe County.

75. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
76. All minor infrastructure for sewer collection shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division.
77. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.
78. All sewer hookup fees for the area within the final map will be paid to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
79. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines. The Utility Division shall be responsible for determining compliance with this condition.
80. Proper easements shall be shown for off-site sewage and drainage systems. The Utility Division and the County Engineer shall be responsible for determining compliance with this condition.
81. Prior to final map approval, a letter, which can be a will-serve letter, from the Utility Division committing sewer service, must be submitted to the District Health Department. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.

#### **FIRE PROTECTION**

82. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows

shall be addressed to the satisfaction of the fire protection agency prior to the approval of a final map.

83. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.

**OTHER**

84. A minimum 25-foot landscape buffer shall be installed between the homes and the collector and the arterial streets. The homeowners association shall be required to perpetually maintain these areas. The Department of Development Review shall be responsible for determining compliance with this condition.
85. Prior to acceptance of the first final map, the telephone easement Doc. No. 415899, which runs through the middle of many lots, shall be realigned with appropriate abandonment and relocation easements, or the proposed lots realigned. The County Engineer shall be responsible for determining compliance with this condition.

\* \* \* \* \*

**CONDITIONS**  
**FOR**  
**SPECIAL USE PERMIT CASE NO. \_\_\_\_\_**

(As recommended by Department of Development Review and attached to Staff Report dated \_\_\_\_\_)

**UNLESS OTHERWISE SPECIFIED, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES MUST BE PROVIDED TO SATISFY THE CONDITIONS PRIOR TO SUBMITTAL FOR A BUILDING PERMIT. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES. ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL HAVE A COPY FILED WITH THE COUNTY ENGINEER AND THE DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE CONDITIONS OF THIS SPECIAL USE PERMIT IS THE RESPONSIBILITY OF THE DEVELOPER, HIS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST. FAILURE TO COMPLY WITH ANY CONDITIONS IMPOSED IN THE ISSUANCE OF THE SPECIAL USE PERMIT MAY RESULT IN THE INSTITUTION OF REVOCATION PROCEDURES.**

**WASHOE COUNTY RESERVES THE RIGHT TO REVIEW AND REVISE THE CONDITIONS OF THIS APPROVAL SHOULD THEY DETERMINE THAT A SUBSEQUENT LICENSE OR PERMIT ISSUED BY WASHOE COUNTY VIOLATES THE INTENT OF THIS APPROVAL.**

### **GENERAL CONDITIONS**

1. As part of every special use permit application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
2. Prior to ground-disturbing activity, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.
3. 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.

4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
5. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County.

The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.

6. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.
7. An animal waste management plan shall be prepared prior to the issuance of any building permit for a facility that might require such a plan. The plan must document how the migration of bacteria, nutrients, and other animal waste by-products to surface and ground waters will be prevented. The Department of Development Review shall be responsible for determining compliance with this condition.

### STREETS AND TRAFFIC

8. All street construction shall comply, at a minimum, with the requirements for a subdivision within this project. The County Engineer shall be responsible for determining compliance with this condition.
9. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.
10. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.
11. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
12. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards. The applicable fire protection agency shall be responsible for determining compliance with this condition.

13. Construction near fault lines shall be as follows:
- a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
  - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.

The County Engineer shall be responsible for determining compliance with this condition.

14. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
15. No at-grade golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.

#### **GRADING AND DRAINAGE**

16. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.

17. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the developer shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed-upon locations. The easement shall be submitted with the plans for the final golf course improvements. The County Engineer shall be responsible for determining compliance with this condition.

18. Prior to the approval of a grading permit, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.
19. For all projects larger than 5 acres, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection and submit a copy to the County Engineer prior to ground-disturbing activity.
20. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.
21. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in



Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.

22. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
23. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.
24. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
25. Prior to issuance of a grading permit for the golf course or approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
26. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.
27. Prior to the issuance of a grading permit for the golf course, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A surface and ground water sampling program shall be implemented to demonstrate that migration is not occurring and commits to modifying practices in the event that any of the above materials are detected. The Department of Development Review shall be responsible for determining compliance with this condition.

### **WATER AND WASTEWATER**

28. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.

29. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
30. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
31. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
32. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
33. If required and in accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
34. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
35. Water quality results from a State of Nevada-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
36. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.

37. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
38. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
39. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
40. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
41. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.

### **FIRE PROTECTION**

42. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed prior to the introduction of any combustible materials to the site. The fire protection agency shall be responsible for determining compliance with this condition.
43. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the

applicable fire protection agency, shall be responsible for determining compliance with this condition.

### **LANDSCAPING**

44. Detailed landscaping and irrigation plans for the village commercial center, club house, golf course, golf driving range, equestrian center, or other non-residential uses requiring special use permit review shall be submitted prior to the issuance of a building permit for the particular use.
45. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200(e) of the Uniform Building Code Section 7011 amended. The Department of Development Review shall be responsible for determining compliance with this condition.

### **96-735      SPARKS CONSTABLE - COMPENSATION AND SALARY SCHEDULE**

County Manager John MacIntyre provided background information and responded to questions raised at Caucus concerning the salary of the Sparks Constable.

Legal Counsel Madelyn Shipman explained that the Board of County Commissioners of each county sets the compensation package for their county's various constables in July of each election year when Constables are being elected; and that the Washoe Board did so on July 26, 1994 establishing a base salary for the Reno, Sparks and Incline Village Constables of \$10,000 plus net revenues (fees collected minus expenses) up to \$55,000 and thereafter the net revenues would be split 50-50 between the County and the Constables. She further explained that when the Finance Division discovered that Sparks Constable John Langon surpassed the \$55,000, they requested that the additional funds be paid to the County, and Constable Langon refused to do so.

Ms. Shipman stated that the District Attorney's office has a conflict in this matter in that they cannot represent and advise both the Board and the Constable should court action be necessary to resolve this; and that the Board and Constable Langon may have to hire their own outside counsel.

Pursuant to questions raised at Caucus, Brian Mirch of the Finance Division provided additional information to the Board regarding this matter as well as the amount of other financial support provided by the County to the Constables for office space, staff, supplies, etc.

Sparks Constable John Langon contended that the Board only has the authority per Nevada Revised Statutes to set the minimum salary for the Constables; that what their prior action does, in fact, is set a maximum salary; and that according to the statutes, the Constables are entitled to the fees.

Ms. Shipman stated that another avenue towards resolving this conflict would be to seek an Attorney General's opinion if Mr. Langon would agree to abide by that opinion, whatever it may be.

Following further discussion, on motion by Commissioner Bond, seconded by Commissioner Mouliot, which motion duly carried, Chairman Bradhurst ordered that:

1. The Board reaffirm its understanding of the July 26, 1994, Commission action establishing the salary of the Sparks Constable as \$10,000 base salary with a 50%-50% split of net revenue generated above a combined total of \$55,000;
2. Staff be directed to ascertain, in writing, whether Mr. Langon would agree to abide by an Attorney General opinion regarding whether the Board action establishing the salary for the Constables was appropriate, and, if so, request an Attorney General opinion;
3. If Mr. Langon is not willing to abide by an Attorney General opinion, staff be directed and authorized to seek outside counsel and take appropriate action to obtain compliance with the salary established by the Board and collect the fees that Mr. Langon owes to Washoe County.

**96-736      RESOLUTION - ADOPTING THE AMENDED SPANISH SPRINGS  
AREA PLAN - COMPREHENSIVE PLAN AMENDMENT CASE  
NO. CPA95-SS-01**

Dean Diederich, Department of Comprehensive Planning, reviewed the history and background of the development of the Spanish Springs Area Plan, including infrastructure for water, sewer, roads, etc., and stated that the targeted number of residential units is approximately 3,000. Mr. Diederich then answered questions of the Board stating that the real tightening has come through the Regional Transportation Commission traffic modeling relating to road impacts; that back in 1992, the region committed to this general development pattern and have been working to provide the necessary infrastructure to support it since then; and any other developers will be encouraged to request Comprehensive Plan Amendments so that these kinds of impacts can be addressed and mitigated.

Following further discussion, on motion by Commissioner Bond, Commissioner Sims, which motion duly carried, it was ordered that the following resolution be adopted, based on the approval of the Truckee Meadows Regional Plan Amendment and the finding of conformance, and Chairman Bradhurst authorized to execute on behalf of Washoe County:

SUMMARY: An ordinance approving the Final Development Agreement for Southwest Pointe, a residential community of 1,090 homesites with golf courses, and recreational and commercial facilities in the Southwest Truckee Meadows planning area.

BILL NO. 1198

ORDINANCE NO. 963

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING THE FINAL DEVELOPMENT AGREEMENT FOR SOUTHWEST POINTE. THE AGREEMENT FACILITATES THE DEVELOPMENT OF A RESIDENTIAL COMMUNITY WHICH INCLUDES 1,090 HOMESITES WITH COMMON OPEN SPACE, A WATER DELIVERY SYSTEM, TWO GOLF COURSES WITH RELATED RECREATIONAL FACILITIES, A DAY CARE FACILITY, AN EQUESTRIAN CENTER, AND A COMMERCIAL VILLAGE CENTER. THE PROJECT HAS A TOTAL ACREAGE OF  $\pm 3,271.6$  ACRES AND IS LOCATED NORTH OF MOUNT ROSE HIGHWAY (SR 431) AND WEST OF THOMAS CREEK ROAD. THE PROPERTY IS DESIGNATED LOW DENSITY SUBURBAN (LDS), LOW DENSITY RURAL (LDR), MEDIUM DENSITY RURAL (MDR), HIGH DENSITY RURAL (HDR) AND GENERAL RURAL (GR) IN THE SOUTHWEST TRUCKEE MEADOWS AREA PLAN AND IS SITUATED WITHIN PORTIONS OF SECTIONS 3, 10, 13, 14, 15, 22, 23, 24, 26 AND 27, T18N, R19E, MDM, WASHOE COUNTY, NEVADA. (APN: 41-030-12, 49-010-04, AND 49-010-10)

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DO ORDAIN:

SECTION 1. The Final Development Agreement for Southwest Pointe, including its attached exhibits and references, is an acceptable document with which to bind the future development of the described property for a period of time not to exceed fifteen years.

Proposed on the 9th day of JULY, 1996.

Proposed by Commissioners JOANNE BOND.

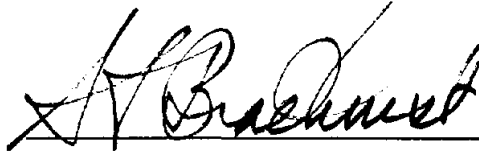
Passed on the 23rd day of JULY, 1996.

Vote:

Ayes: JOANNE BOND, STEVE Bradhurst,  
Mike Mouliot, Grant Sims

Nays:

Absent: Jim Shaw



Chairman  
Washoe County Commission

ATTEST:

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

This ordinance shall be in force and effect from and after  
the 12TH day of August, 1996.

RECEIVED

OCT 15 1996

WASHOE COUNTY  
DEVELOPMENT REVIEW





# OFFICE OF THE WASHOE COUNTY CLERK

COUNTY COURTHOUSE, VIRGINIA AND COURT STS.  
P.O. BOX 11130, RENO, NEVADA 89520  
PHONE (702) 328-3260

**JUDI BAILEY**  
County Clerk

RECEIVED

JUL 17 1996

July 15, 1996

WASHOE COUNTY  
DEVELOPMENT REVIEW

Bob Katai  
Department of Development Review  
Washoe County, Nevada

I, Judi Bailey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that at a regular meeting of the Board of County Commissioners held on June 11, 1996 Chairman Bradhurst issued the following order:

**96-535      DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 -**  
**SOUTHWEST POINTE/REDFIELD LAND COMPANY**  
**APN: (49-010-04, 49-010-10 AND 41-030-12)**

**7:00 p.m.** This was the time set in Notice of Public Hearing mailed to all affected property owners on May 29, 1996 and published in the Reno-Gazette Journal on May 31, 1996 to consider the recommendation of the Washoe County Planning Commission to conditionally approve Amendment to Development Case No. DA9-1-93 for Southwest Pointe which agreement facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The amendment allows the applicant to modify portions of the agreement pertaining to streets, access, drainage, parks and other portions. The total acreage of the project is  $\pm 3,171.6$  acres and located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR), and General Rural (GR), in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. Proof was made that due and legal notice had been given.

Bob Katai, Department of Development Review, reviewed history of the project and proposed amendments to the Development Agreement submitted by the applicant, advising that the amendments are modifications to the conceptual plan adopted as part of the preliminary development agreement. He further advised that the applicant had requested that the percentage of 12,000 square-foot lots increase up to 50% of the lot totals; that the percentage of lots between one-half and one-acre increase up to 40%; that the applicant's current proposal is that no more than 40% of the lot mix to be 12,000 lots; that no more than 35% of the lot mix being half-acre to one-acre lots; that the remaining

lots are one acre or greater; that the original lot number of 1,090 has not been increased; that smaller lots would allow reconfiguration of the golf course and increase open space areas; and that smaller lots would not increase the density of the project.

Chairman Bradhurst opened the public hearing and called on those wishing to speak.

Brita Tryggvi, CFA, Inc., representing applicant, discussed a comparison between the conceptual plan presented to the Board in 1993 and the proposal being presented today. She reviewed maps illustrating the changes and stated that the difference in the lot mix is due to an increase in the number of half-acre lots and a decrease in the number of one-acre lots; that the revised proposal leaves the number of 12,000-square-foot lots the same; that they are still planning an elementary school site, a potential middle school site, a community park, and a fire station site; that the main entry road is proposed to become private at Thomas Creek; that vehicular access would be slightly reduced; that access to the public will not be reduced; and that it is intended that the public have access to the trail system to the project along the roadways; and that they have always proposed connections for the regional trail system and that would remain unchanged. Ms. Tryggvi further advised that they are proposing a gate or a gate house to the development; that the road becomes private at the creek; and that they have met with the Nevada Division of Forestry, the agency responsible for fire protection in this area and this proposal complies with their requirements for a 20 foot area that is clear and unobstructed.

Mike Mohler, Project Manager, stated that they are unclear whether they will be constructing gates to the development; and that they are utilizing this concept in the initial sales phase of the project.

Russ Carpenter, a resident of Pleasant Valley and Chairman of the Mt. Rose/Geiger Grade Citizens Advisory Board, spoke in opposition to the gate concept stating that the neighborhood has not reached a point where gated communities are necessary.

There being no one else wishing to speak, Chairman Bradhurst closed the public hearing.

Mr. Katai advised that the Southwest Truckee Meadows Citizens Advisory Board has recommended approval of amendments to the Development Agreement.

Chairman Bradhurst stated that with two public golf courses and a possible commercial area, it would be difficult to have a gate operation; that it may be used for marketing purposes initially, but if the intent is to encourage individuals to use the golf courses, a gate could be a detriment.

Ms. Tryggvi explained that conditions of approval allow retention of public access to the golf course; that public access to the trails and non-residential uses will all be retained; that the original plan, off the primary loop road, included several gates; and that they have now opted for one gate location.

Following discussion, on motion by Commissioner Sims, seconded by Commissioner Mouliot, which motion duly carried, Chairman Bradhurst ordered that Amendment to Development Agreement Case No. DA9-1-93 for Southwest Pointe/Redfield Land Company be approved subject to the following Development Agreement conditions and the Template conditions:

**CONDITIONS**  
**for**  
**DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**  
**for**  
**SOUTHWEST POINTE**

**UNLESS OTHERWISE STATED, PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT AGREEMENT, ALL CONDITIONS MUST BE MET. A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.**

GENERAL CONDITIONS

1. Unless specifically stated in the final Development Agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final Development Agreement, the allowed uses, densities, and standards of the land subject to the Development Agreement shall be those in effect at the time the final agreement is approved.
2. The final Development Agreement shall specify any time frames that have been extended beyond those specified by Washoe County Code or Nevada Revised Statutes. The Department of Development Review shall be responsible for determining compliance with this condition.

3. A "statement of compliance" format or formats for both residential and non-residential projects shall be made a part of the final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
4. The developer and all successors shall direct any potential purchaser of the site, or portions thereof (other than individual single-family lots), to meet with the Department of Development Review to review the Development Agreement and the conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Development Review of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
5. Prior to submittal to the Washoe County Board of County Commissioners, the final Development Agreement shall be reviewed and approved by the Office of the District Attorney of Washoe County.
6. The final Development Agreement will be submitted to the Washoe County Board of County Commissioners within three months of submission of a completed agreement with all accompanying exhibits, provided the Department of Development Review does not delay the submission in order to approve provisions of the agreement to its satisfaction. Extension of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.
7. The developer shall provide the Department of Development Review staff with a quarterly report indicating the number of building permits issued and other building activity, once residential construction has started.
8. The developer shall define a process to ensure that the maintenance and replacement of the streets, parking areas, lighting, landscaping, recreational facilities, utilities, and other private infrastructure shall be performed by the homeowners associations and shall be perpetually funded. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this condition.

#### STREETS AND TRAFFIC

9. A Level of Service C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.
10. The final Development Agreement shall not be approved until the right-of-way (ROW) of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition 21 for tentative maps. An approved and recorded ROW document shall be provided to the County Engineer and the District Attorney's Office.

11. Prior to final approval of the Development Agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Conditions 17 and 19 for tentative maps, from the project site to Wedge Parkway. The County Engineer shall be responsible for determining compliance with this condition.
12. A Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. However, as part of Phase I development, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to approval of any final map or prior to the issuance of the first building permit for the first final map, all construction traffic will be diverted to Whites Creek Lane. No construction traffic will be allowed on Thomas Creek Road between Whites Creek Lane and Zolezzi Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submits a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a. site distance requirements;
- b. left turn storage capacity and design;
- c. intersection location and alignment;
- d. proximity to existing intersections and recommended separate distances;
- e. existing center median and landscaping concerns;
- f. determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g. determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

13. The developer shall provide a schematic pedestrian circulation plan. The Department of Development Review shall be responsible for determining compliance with this condition. The "statement of compliance" shall require that a detailed pedestrian circulation plan will be submitted as part of each tentative map and approved by the Department of Development Review.
14. Unless specifically stated in these conditions of approval or in the final Development Agreement, all public and private street design and construction is to be done in accordance with the Washoe County standards that are in effect at the time the final Development Agreement is recorded. The County Engineer shall be responsible for determining compliance with this condition.
15. Unless otherwise stated in these conditions of approval or in the final Development Agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 be responsible for determining compliance with this condition.
16. All private roadways shall be depicted on the final maps and identified on the tentative map as either private access easements over individual adjacent lots or, if identified as separate parcels, as either common areas with equal fractional ownership by all of the lots within the development or common areas owned by the homeowners association. The County Engineer shall be responsible for determining compliance with this condition.

#### GRADING AND DRAINAGE

17. A general concept-level storm drain master plan shall be submitted to the County Engineer for approval prior to acceptance of the final Development Agreement. The general concept-level storm drain master plan shall address in general terms proposed methods for handling the existing and increased flows for the 10- and 100-year storms including detention and other proposed mitigation measures for both on-site and off-site areas. This master plan shall include a drawing which shows the existing drainage basins within the development and indicate how they may be impacted. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase or approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. The County Engineer shall be responsible for determining compliance with this condition.
18. Detention/retention facilities are to be maintained by a homeowners association and perpetually funded unless Washoe County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County. The County Engineer shall be responsible for determining compliance with this condition.

19. A maintenance plan of all drainage facilities to be owned by the homeowners association shall be provided prior to approval of the conditions, covenants, and restrictions (CC&Rs). All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant and associated Steamboat Ditch conveyance system. The County Engineer shall be responsible for determining compliance with this condition.
20. The off-stream detention/debris basin recommended in the 1990 Kennedy, Jenks, Chilton report shall be reserved based on the following timetable:
  - a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final Development Agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final Development Agreement. If construction is not started by that date, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school or revert to open space.
  - d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.
21. The increase in development-caused runoff from the 100-year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained on-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company. The County Engineer shall be responsible for determining compliance with this condition.
22. A geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area. The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
23. The development shall comply with the requirements of the Hillside Ordinance of the Development Code, as applicable. The Department of Development Review shall be responsible for determining compliance with this condition.

#### WATER AND WASTEWATER

24. A schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to a final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.

25. Prior to the approval of the final Development Agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Department. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.
26. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure. The Utility Division shall be responsible for determining compliance with this condition.

#### FIRE PROTECTION

27. If requested by the applicable fire protection agency, a minimum one-acre site for a fire station shall be offered for dedication prior to recordation of the first final map. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements and the results of those discussions, as they relate to the entire project, shall be incorporated into the Development Agreement.

#### PARKS/RECREATION/OPEN SPACE

28. An open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowners association and provisions be made for perpetual funding for maintenance.

Prior to approval of the final Development Agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres. The Parks and Recreation Department and the Department of Development Review shall be responsible for determining compliance with this condition.

29. The final Development Agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County. The Department of Development Review shall be responsible for determining compliance with this condition.
30. A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan will be included in the final Development Agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final Development Agreement. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.



31. The developer will work with the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

LANDSCAPING/ARCHITECTURAL DESIGN

32. Prior to approval of the final Development Agreement, the developer shall submit a Development Standards Handbook for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition 19.c. for tentative maps. The Department of Development Review shall be responsible for determining compliance with this condition.

<p><b>CONDITIONS</b> for <b>TENTATIVE SUBDIVISION MAP CASE NO. _____</b> for _____ <b>SUBDIVISION</b></p>
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**UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES TO ENSURE COMPLETION OF THE CONDITIONS MUST BE PROVIDED. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES.**

**A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.**

**THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS BEFORE THE ANTICIPATED DATE OF APPROVAL BY THE PLANNING COMMISSION TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES. NO FINAL MAP WILL BE SCHEDULED FOR A PLANNING COMMISSION MEETING DATE THAT IS LESS THAN SIXTY (60) DAYS FROM THE DATE OF THIS MANDATORY MEETING.**

**A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP MUST BE SUBMITTED TO THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP. SAID EXPIRATION IS TWO YEARS FROM THE DATE OF APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP BY THE BOARD OF COUNTY COMMISSIONERS OR, WHEN APPLICABLE, BY THE PLANNING COMMISSION.**

**COMPLIANCE WITH THE DEVELOPMENT AGREEMENT, APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.**

#### GENERAL CONDITIONS

1. The subdivider shall present to the planning commission 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 two (2) years after the date of approval of the tentative map.

Prior to the expiration of a tentative map, the planning commission or, upon appeal, the governing body may grant a two (2) year extension for the presentation of the entire final map or next successive final map. The effective date of the extension shall be two (2) years from the date upon which the map would have expired.

If the subdivider fails to record a final map for any portion of the tentative map or obtain an extension within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

2. Unless specifically stated in the final Development Agreement, final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map or any subsequent extension date. The Department of Development Review shall be responsible for determining compliance with this condition.

3. 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. Substantial compliance shall be determined by the applicable agency and the Department of Development Review.
4. As part of every tentative map and final map application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The "statement of compliance" for the final map shall incorporate a description of how the conditions of approval have been met. The Department of Development Review shall be responsible for determining compliance with this condition.
5. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's Office, County Engineer, and the Department of Development Review prior to final map approval or prior to issuance of a certificate of occupancy for a non-residential use. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. If the CC&Rs are not recorded on the entire property, subsequent phases will be annexed to the previously recorded CC&Rs. Said CC&Rs shall specifically address the ability of the county to enforce certain provisions against the property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum:
  - a. Private roads within the subdivision.
  - b. Equestrian center.
  - c. Staffing of maintenance and security forces.
  - d. Common area landscaping.
  - e. Entrance gates.
  - f. Snow removal and storage areas.
  - g. Common area landscaping including along streets or landscaping along Whites Creek Lane.
  - h. Fire and fuelbreaks.
  - i. Detention basins and the accumulated sediment.
  - j. Equestrian/pedestrian trails.
  - k. Bicycle and pedestrian paths.
  - m. Golf cart crossings.
  - n. Off-site residential parking areas.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
- b. All homes must have a garage with space for a minimum of two cars.
- c. Specifications on the limitation of turf area for single-family homes.
- d. Retention of public access to the golf course, bike paths, (i.e., 8-foot meandering paths along minor arterials and some collectors; refer to street sections), public trails, and non-residential uses.

- e. Notice of requirement to pay future sewer user fees.
  - f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Access to open space for pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
  - l. Minimum defensible space requirements.
  - m. Snow storage areas.
6. Prior to ground-disturbing activity or prior to finalization of any portion of the tentative map, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.
  7. 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.
  8. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.
  9. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
  10. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization, mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
  11. All soil boring logs must be included as part of the construction drawings. The County Engineer shall be responsible for determining compliance with this condition.
  12. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.

13. The developer is to provide written approval from the US Postal Service for the plans for the installation of mail delivery facilities. The system, other than individual mail boxes, must be shown on the project construction plans and installed as part of the on-site improvements. The County Engineer shall be responsible for determining compliance with this condition.
14. The final map shall designate faults, by distance and bearings, that have been active during the Holocene epoch of geological time and 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. The faults have been located by Civil Engineer Registered in Nevada and experienced in Geotechnical Engineering and field surveyed by a Nevada Registered Land Surveyor.

The Department of Development Review shall be responsible for determining compliance with this condition.

15. The Washoe County Planning Commission certificate on the final map shall be approved by the County Engineer and the Department of Development Review.

STREETS AND TRAFFIC

16. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.
17. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
18. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
19. The County Engineer shall be responsible for determining compliance with this condition. Prior to the issuance of the 35th building permit, the following roadway improvements shall be constructed:
  - a. The remaining two lanes of Whites Creek Lane from Thomas Creek Road to the project site if warranted by projected traffic demands.
  - b. Two (2) lanes of Whites Creek Lane from Thomas Creek Road to Wedge Parkway with 100 feet of right-of-way. These two lanes will be constructed so that an additional two lanes may be added in the future if warranted by projected traffic volumes.

- c. Whites Creek Lane will be designed in a manner that minimizes any impacts on the adjacent homes to the north in Fieldcreek Ranch (e.g., fencing, berms, lowering the travel lanes).
20. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.
21. Prior to or upon approval of the CC&Rs, the developer shall have a street maintenance program approved by the County Engineer and the Department of Development Review. Maintenance of private streets shall be performed by the homeowners association and shall be perpetually funded.
22. The following roadway sections shall be applicable to the public and private on-site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance, minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.
  - a. Private Common Driveways - Serving 4 or less lots, pavement width 20 feet; serving 5 or more lots, pavement width 22 feet; no parking either side. Curb returns shall have a minimum face of curb radius of 20 feet on local streets and 25 feet on collector streets. Acceleration/deceleration tapers will be provided on streets with average daily traffic exceeding 2000 trips. Private common driveway locations will be shown on all tentative maps. Private common driveways will line up with proposed street intersections where possible and will comply with street intersection offset requirements. Single lot driveway access will not be allowed onto streets on which the average daily traffic exceeds 2000 trips. (Refer to street sections.)
  - b. Rural Private - 60 foot minimum ROW (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

- c. Local Private - 60 foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
- d. Collector Private - 60 foot minimum ROW (500 ADT to 2000 ADT): minimum 24-foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)
- e. Collector Private - 60 foot minimum ROW (2000 ADT to 8000 ADT): minimum 24-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking on either side. A minimum 8-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. No residential driveway access will be allowed. Access for private common driveways will be allowed. (Refer to street sections.)
- f. Collector Private - 120 foot minimum ROW collector street (up to 9600 ADT): A minimum 27-foot center median from curb face to curb face, 19-foot pavement width on either side of the median; curb and gutter on both sides or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side except during special events; a minimum 8-foot meandering asphalt path both sides; no residential driveway access allowed. (Refer to street sections.)
- g. Minor Arterial, Private - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27-foot center median from curb face to curb face, 24-foot pavement width on either side of the median; County Engineer-approved concrete header with roadside ditch; no parking either side; a minimum 8-foot meandering asphalt path both sides; no residential driveway access allowed. A gate may be installed at the point where Whites Creek Lane becomes a private road. (Refer to street sections.)

- h. Minor Arterial, Public - 120-foot minimum ROW (more than 10,800 ADT): A minimum 27-foot center median from curb face to curb face, 29.5-foot roadway section on either side of the median; curb and gutter on both sides; a minimum 6-foot concrete sidewalk on both sides; no residential driveway access is allowed. (Refer to street sections.) A gate may be installed at the point where Whites Creek Lane becomes a private road. A public turn-around is required on the public side of the gate.
  - 23. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards. The County Engineer shall be responsible for determining compliance with this condition.
  - 24. Construction near fault lines shall be as follows:
    - a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
    - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.
- The County Engineer shall be responsible for determining compliance with this condition.
- 25. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement. The County Engineer shall be responsible for determining compliance with this condition.
  - 26. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this part of the condition. Maintenance of median landscaping shall be by the homeowners association as provided for in a separate maintenance agreement to be approved by the County Engineer and the District Attorney's Office prior to approval of the CC&Rs.
  - 27. Temporary county standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street. The County Engineer shall be responsible for determining compliance with this condition.
  - 28. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 1,500 feet. These roads shall have a 30-foot access easement with a minimum 20-foot width and 2.5 inches of asphalt concrete pavement on an engineered gravel base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only". The County Engineer and the applicable fire protection agency shall be responsible for determining compliance with this condition.



29. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately-maintained streets. The County Engineer shall be responsible for determining compliance with this condition.
30. Meandering asphalt paths will be acceptable provided that:
  - a. Pedestrian easements are included for portions of the paths located outside the county right-of-way.
  - b. Landscaping between the back of the curb and the path shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer shall be responsible for determining compliance with the provisions of this condition.
  - c. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the homeowners association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior to approval of the final Development Agreement.
31. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
32. Street lights shall be installed at major intersections. The County Engineer shall be responsible for determining compliance with this condition.
33. No at-grade golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.
34. Off-site parking areas shall be provided within 500 feet of homes that have lots ranging in size between 12,000 square feet and one-half acre. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map(s). The Department of Development Review shall be responsible for determining compliance with this condition.
35. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved by the County Engineer and constructed as approved.
36. Regulatory signs must be installed at the juncture of all public streets with a private street and at intersections along the primary loop road. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards. The County Engineer shall be responsible for determining compliance with this condition.
37. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

## DRAINAGE AND GRADING

38. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.

39. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and approved by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

40. A maintenance plan of all drainage facilities, to be owned by the homeowners association, shall be provided prior to approval of the CC&Rs. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant, and associated Steamboat Ditch conveyance system. All runoff from improved areas which runs into the Steamboat Ditch shall be pre-treated for silt and petrochemicals and shall be routed through a "wet" detention facility or approved alternative. The Utility Division and the Department of Development Review shall be responsible for determining compliance with this condition.

41. The 100-year floodplain boundaries and flood elevations shall appear on each final map. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted or until conformance with Washoe County flood construction standards is determined by the County Engineer. The County Engineer shall be responsible for determining compliance with this condition.

42. Prior to approval of the final map, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection. If required, point discharge permit for each proposed detention pond will be obtained from the Nevada Division of Environmental Protection and copy shall be submitted to the County Engineer.
43. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.
44. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the US Army Corps of Engineers and the approval letter provided to the Department of Development Review.
45. Prior to issuance of a grading permit for the golf course or approval of a final map, the developer shall obtain from the Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
46. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
47. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.
48. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.

The developer shall contact the Division of Water Resources, State of Nevada, to determine whether the proposed flood detention facilities will require permits. If required, copies shall be submitted to the County Engineer.

49. Prior to the approval of a grading permit or approval of a final map, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.
50. Prior to approval of the first final map, an erosion control and soil stabilization plan and a grading plan shall be approved by the Washoe-Storey Conservation District. A copy of the approval shall be submitted to the District Health Department, Department of Development Review, and County Engineer.
51. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided from any structures. The Department of Development Review shall be responsible for determining compliance with this condition.
52. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100-year flows and lined. The County Engineer shall be responsible for determining compliance with this condition.

#### WATER AND WASTEWATER

53. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
54. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
55. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
56. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
57. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
58. The Nevada Division of Environmental Protection must submit a letter to the District Health Department certifying their approval of the final map.

59. The developer shall deposit with the Utility Division the sum of \$50.00 per lot prior to recordation of all or part of the final map. This fee shall represent the prorated share of the completed water and wastewater facilities plan for the South Truckee Meadows for this development.

#### WATER

60. In accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
61. All minor infrastructure for potable water distribution shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.
62. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
63. Prior to final map approval, a letter of approval from the Division of Water Resources for the water rights serving this proposal must be submitted. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource. The Utility Division shall be responsible for determining compliance with this condition.
64. Before approval of the final map will be considered, a letter from the water purveyor committing adequate water service to this proposal must be submitted to the District Health Department. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.
65. Prior to the approval of a final map by the District Health Department, the production wells that will serve any phase of this development must be constructed, pump tested and sampled to ensure the proposed water system has sufficient quality and quantity.
66. Water quality results from a state-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.

67. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.
68. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
69. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
70. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
71. The tentative maps shall show the maintenance roads for the existing and proposed water tanks. The location of these roads shall be mutually agreeable to the Department of Public Works and the developer.
72. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters. The Department of Development Review shall be responsible for determining compliance with this condition.
73. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, no grading permit shall be issued prior to District Health Department approval of the referenced final map. This condition does not apply to the construction of production wells required in Condition 68.  
  
The developer may seek relief from the District Board of Health for this requirement or may choose to create a separate parcel for the first 18-hole golf course.
74. The Department of Development Review shall be responsible for determining compliance with this condition. The final map shall contain the following note:

NOTE

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by Washoe County.

## SEWER

75. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
76. All minor infrastructure for sewer collection shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division.
77. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.
78. All sewer hookup fees for the area within the final map will be paid to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
79. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines. The Utility Division shall be responsible for determining compliance with this condition.
80. Proper easements shall be shown for off-site sewage and drainage systems. The Utility Division and the County Engineer shall be responsible for determining compliance with this condition.
81. Prior to final map approval, a letter, which can be a will-serve letter, from the Utility Division committing sewer service, must be submitted to the District Health Department. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.

## FIRE PROTECTION

82. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the approval of a final map.

83. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.

OTHER

84. A minimum 25-foot landscape buffer shall be installed between the homes and the collector and the arterial streets. The homeowners association shall be required to perpetually maintain these areas. The Department of Development Review shall be responsible to determining compliance with this condition.
85. Prior to acceptance of the first map, the telephone easement Doc. No. 415899, which runs through the middle of many lots, shall be realigned with appropriate abandonment and relocation easements, or the proposed lots realigned. The County Engineer shall be responsible for determining compliance with this condition.

**CONDITIONS FOR SPECIAL USE PERMIT CASE NO. \_\_\_\_\_**

**UNLESS OTHERWISE SPECIFIED, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES MUST BE PROVIDED TO SATISFY THE CONDITIONS PRIOR TO SUBMITTAL FOR A BUILDING PERMIT. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES. ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL HAVE A COPY FILED WITH THE COUNTY ENGINEER AND THE DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE CONDITIONS OF THIS SPECIAL USE PERMIT IS THE RESPONSIBILITY OF THE DEVELOPER, HIS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST. FAILURE TO COMPLY WITH ANY CONDITIONS IMPOSED IN THE ISSUANCE OF THE SPECIAL USE PERMIT MAY RESULT IN THE INSTITUTION OF REVOCATION PROCEDURES.**

**WASHOE COUNTY RESERVES THE RIGHT TO REVIEW AND REVISE THE CONDITIONS OF THIS APPROVAL SHOULD THEY DETERMINE THAT A SUBSEQUENT LICENSE OR PERMIT ISSUED BY WASHOE COUNTY VIOLATES THE INTENT OF THIS APPROVAL.**



## GENERAL CONDITIONS

1. As part of every special use permit application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
2. Prior to ground-disturbing activity, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.
3. 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.

4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
5. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.
6. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.
7. An animal waste management plan shall be prepared prior to the issuance of any building permit for a facility that might require such a plan. The plan must document how the migration of bacteria, nutrients, and other animal waste by-products to surface and ground waters will be prevented. The Department of Development Review shall be responsible for determining compliance with this condition.

## STREETS AND TRAFFIC

8. All street construction shall comply, at a minimum, with the requirements for a subdivision within this project. The County Engineer shall be responsible for determining compliance with this condition.

9. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.
10. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.
11. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
12. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards. The applicable fire protection agency shall be responsible for determining compliance with this condition.
13. Construction near fault lines shall be as follows:
  - a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
  - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.

The County Engineer shall be responsible for determining compliance with this condition.

14. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
15. No at-grade golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.

## GRADING AND DRAINAGE

16. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.

17. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the developer shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed-upon locations. The easement shall be submitted with the plans for the final golf course improvements. The County Engineer shall be responsible for determining compliance with this condition.

18. Prior to the approval of a grading permit, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.
19. For all projects larger than 5 acres, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection and submit a copy to the County Engineer prior to ground-disturbing activity.

20. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.
21. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.
22. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
23. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.
24. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
25. Prior to issuance of a grading permit for the golf course or approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
26. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.
27. Prior to the issuance of a grading permit for the golf course, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A surface and ground water sampling program shall be implemented to demonstrate that migration is not occurring and commits to modifying practices in the event that any of the above materials are detected. The Department of Development Review shall be responsible for determining compliance with this condition.

## WATER AND WASTEWATER

28. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
29. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
30. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
31. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
32. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
33. If required and in accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
34. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
35. Water quality results from a State of Nevada-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
36. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.

37. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
38. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
39. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
40. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
41. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.

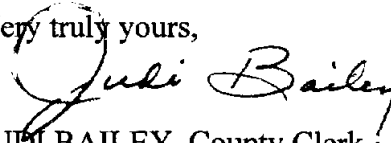
#### FIRE PROTECTION

42. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed prior to the introduction of any combustible materials to the site. The fire protection agency shall be responsible for determining compliance with this condition.
43. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.

LANDSCAPING

44. Detailed landscaping and irrigation plans for the village commercial center, club house, golf course, golf driving range, equestrian center, or other non-residential uses requiring special use permit review shall be submitted prior to the issuance of a building permit for the particular use.
45. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200(e) of the Uniform Building Code Section 7011 amended. The Department of Development Review shall be responsible for determining compliance with this condition.

Very truly yours,



JUDI BAILEY, County Clerk  
and Clerk of the Board of  
Washoe County Commissioners

njv

cc: Manager, D.A., Assessor (Judy Ramos), Engineering

Brita Tryggvi, CFA, Inc.  
1150 Corporate Blvd.  
Reno, Nevada 89502

Robert Sader, Ltd.  
462 Court Street  
Reno, Nevada 89501-1796



# OFFICE OF THE WASHOE COUNTY CLERK

COUNTY COURTHOUSE, VIRGINIA AND COURT STS.  
P.O. BOX 11130, RENO, NEVADA 89520  
PHONE (702) 328-3260

**JUDI BAILEY**  
County Clerk

July 2, 1996

Southwest Pointe Partners/Redfield Land Company  
P. O. Box 345  
Genoa, Nevada 89411

I, Judi Bailey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that at a regular meeting of the Board of County Commissioners held on June 11 1996, Chairman Bradhurst issued the following order:

**96-535      DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 -**  
**SOUTHWEST POINTE/REDFIELD LAND COMPANY**  
**APN: (49-010-04, 49-010-10 AND 41-030-12)**

**7:00 p.m.** This was the time set in Notice of Public Hearing mailed to all affected property owners on May 29, 1996 and published in the Reno-Gazette Journal on May 31, 1996 to consider the recommendation of the Washoe County Planning Commission to conditionally approve Amendment to Development Case No. DA9-1-93 for Southwest Pointe which agreement facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The amendment allows the applicant to modify portions of the agreement pertaining to streets, access, drainage, parks and other portions. The total acreage of the project is  $\pm 3,171.6$  acres and located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR), and General Rural (GR), in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. Proof was made that due and legal notice had been given.

Bob Katai, Department of Development Review, reviewed history of the project and proposed amendments to the Development Agreement submitted by the applicant, advising that the amendments are modifications to the conceptual plan adopted as part of the preliminary development agreement. He further advised that the applicant had requested that the percentage of 12,000 square-foot lots increase up to 50% of the lot totals; that the percentage of lots between one-half and one-acre increase up to 40%; that the applicant's current proposal is that no more than 40% of the lot mix to be 12,000 lots;



that no more than 35% of the lot mix being half-acre to one-acre lots; that the remaining lots are one acre or greater; that the original lot number of 1,090 has not been increased; that smaller lots would allow reconfiguration of the golf course and increase open space areas; and that smaller lots would not increase the density of the project.

Chairman Bradhurst opened the public hearing and called on those wishing to speak.

Brita Tryggvi, CFA, Inc., representing applicant, discussed a comparison between the conceptual plan presented to the Board in 1993 and the proposal being presented today. She reviewed maps illustrating the changes and stated that the difference in the lot mix is due to an increase in the number of half-acre lots and a decrease in the number of one-acre lots; that the revised proposal leaves the number of 12,000-square-foot lots the same; that they are still planning an elementary school site, a potential middle school site, a community park, and a fire station site; that the main entry road is proposed to become private at Thomas Creek; that vehicular access would be slightly reduced; that access to the public will not be reduced; and that it is intended that the public have access to the trail system to the project along the roadways; and that they have always proposed connections for the regional trail system and that would remain unchanged. Ms. Tryggvi further advised that they are proposing a gate or a gate house to the development; that the road becomes private at the creek; and that they have met with the Nevada Division of Forestry, the agency responsible for fire protection in this area and this proposal complies with their requirements for a 20 foot area that is clear and unobstructed.

Mike Mohler, Project Manager, stated that they are unclear whether they will be constructing gates to the development; and that they are utilizing this concept in the initial sales phase of the project.

Russ Carpenter, a resident of Pleasant Valley and Chairman of the Mt. Rose/Geiger Grade Citizens Advisory Board, spoke in opposition to the gate concept stating that the neighborhood has not reached a point where gated communities are necessary.

There being no one else wishing to speak, Chairman Bradhurst closed the public hearing.

Mr. Katai advised that the Southwest Truckee Meadows Citizens Advisory Board has recommended approval of amendments to the Development Agreement.

Chairman Bradhurst stated that with two public golf courses and a possible commercial area, it would be difficult to have a gate operation; that it may be used for marketing purposes initially, but if the intent is to encourage individuals to use the golf courses, a gate could be a detriment.

Ms. Tryggvi explained that conditions of approval allow retention of public access to the golf course; that public access to the trails and non-residential uses will all be retained; that the original plan, off the primary loop road, included several gates; and that they have now opted for one gate location.

Following discussion, on motion by Commissioner Sims, seconded by Commissioner Mouliot, which motion duly carried, Chairman Bradhurst ordered that Amendment to Development Agreement Case No. DA9-1-93 for Southwest Pointe/Redfield Land Company be approved subject to the following Development Agreement conditions and the Template conditions:

**CONDITIONS**  
for  
**DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**  
for  
**SOUTHWEST POINTE**

(As amended by the Washoe County Planning Commission  
on May 7, 1996)

**\*\*\* IMPORTANT – PLEASE READ \*\*\***

**UNLESS OTHERWISE STATED, PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT AGREEMENT, ALL CONDITIONS MUST BE MET. A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.**

GENERAL CONDITIONS

1. Unless specifically stated in the final Development Agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final Development Agreement, the allowed uses, densities, and standards of the land subject to the Development Agreement shall be those in effect at the time the final agreement is approved.

2. The final Development Agreement shall specify any time frames that have been extended beyond those specified by Washoe County Code or Nevada Revised Statutes. The Department of Development Review shall be responsible for determining compliance with this condition.
3. A "statement of compliance" format or formats for both residential and non-residential projects shall be made a part of the final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
4. The developer and all successors shall direct any potential purchaser of the site, or portions thereof (other than individual single-family lots), to meet with the Department of Development Review to review the Development Agreement and the conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Development Review of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
5. Prior to submittal to the Washoe County Board of County Commissioners, the final Development Agreement shall be reviewed and approved by the Office of the District Attorney of Washoe County.
6. The final Development Agreement will be submitted to the Washoe County Board of County Commissioners within three months of submission of a completed agreement with all accompanying exhibits, provided the Department of Development Review does not delay the submission in order to approve provisions of the agreement to its satisfaction. Extension of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.
7. The developer shall provide the Department of Development Review staff with a quarterly report indicating the number of building permits issued and other building activity, once residential construction has started.
8. The developer shall define a process to ensure that the maintenance and replacement of the streets, parking areas, lighting, landscaping, recreational facilities, utilities, and other private infrastructure shall be performed by the homeowners associations and shall be perpetually funded. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this condition.

#### STREETS AND TRAFFIC

9. A Level of Service C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.

10. The final Development Agreement shall not be approved until the right-of-way (ROW) of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition 21 for tentative maps. An approved and recorded ROW document shall be provided to the County Engineer and the District Attorney's Office.
11. Prior to final approval of the Development Agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Conditions 17 and 19 for tentative maps, from the project site to Wedge Parkway. The County Engineer shall be responsible for determining compliance with this condition.
12. A Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. However, as part of Phase I development, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to approval of any final map or prior to the issuance of the first building permit for the first final map, all construction traffic will be diverted to Whites Creek Lane. No construction traffic will be allowed on Thomas Creek Road between Whites Creek Lane and Zolezzi Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submits a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a. site distance requirements;
- b. left turn storage capacity and design;
- c. intersection location and alignment;
- d. proximity to existing intersections and recommended separate distances;
- e. existing center median and landscaping concerns;
- f. determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g. determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

13. The developer shall provide a schematic pedestrian circulation plan. The Department of Development Review shall be responsible for determining compliance with this condition. The "statement of compliance" shall require that a detailed pedestrian circulation plan will be submitted as part of each tentative map and approved by the Department of Development Review.
14. Unless specifically stated in these conditions of approval or in the final Development Agreement, all public and private street design and construction is to be done in accordance with the Washoe County standards that are in effect at the time the final Development Agreement is recorded. The County Engineer shall be responsible for determining compliance with this condition.
15. Unless otherwise stated in these conditions of approval or in the final Development Agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 be responsible for determining compliance with this condition.
16. All private roadways shall be depicted on the final maps and identified on the tentative map as either private access easements over individual adjacent lots or, if identified as separate parcels, as either common areas with equal fractional ownership by all of the lots within the development or common areas owned by the homeowners association. The County Engineer shall be responsible for determining compliance with this condition.

#### GRADING AND DRAINAGE

17. A general concept-level storm drain master plan shall be submitted to the County Engineer for approval prior to acceptance of the final Development Agreement. The general concept-level storm drain master plan shall address in general terms proposed methods for handling the existing and increased flows for the 10- and 100-year storms including detention and other proposed mitigation measures for both on-site and off-site areas. This master plan shall include a drawing which shows the existing drainage basins within the development and indicate how they may be impacted. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase or approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. The County Engineer shall be responsible for determining compliance with this condition.

18. Detention/retention facilities are to be maintained by a homeowners association and perpetually funded unless Washoe County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County. The County Engineer shall be responsible for determining compliance with this condition.
19. A maintenance plan of all drainage facilities to be owned by the homeowners association shall be provided prior to approval of the conditions, covenants, and restrictions (CC&Rs). All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant and associated Steamboat Ditch conveyance system. The County Engineer shall be responsible for determining compliance with this condition.
20. The off-stream detention/debris basin recommended in the 1990 Kennedy, Jenks, Chilton report shall be reserved based on the following timetable:
  - a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final Development Agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final Development Agreement. If construction is not started by that date, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school or revert to open space.
  - d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.
21. The increase in development-caused runoff from the 100-year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained on-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company. The County Engineer shall be responsible for determining compliance with this condition.
22. A geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area. The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
23. The development shall comply with the requirements of the Hillside Ordinance of the Development Code, as applicable. The Department of Development Review shall be responsible for determining compliance with this condition.

## WATER AND WASTEWATER

24. A schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to a final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.
25. Prior to the approval of the final Development Agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Department. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.
26. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure. The Utility Division shall be responsible for determining compliance with this condition.

## FIRE PROTECTION

27. If requested by the applicable fire protection agency, a minimum one-acre site for a fire station shall be offered for dedication prior to recordation of the first final map. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements and the results of those discussions, as they relate to the entire project, shall be incorporated into the Development Agreement.

## PARKS/RECREATION/OPEN SPACE

28. An open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowners association and provisions be made for perpetual funding for maintenance.  
  
Prior to approval of the final Development Agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres. The Parks and Recreation Department and the Department of Development Review shall be responsible for determining compliance with this condition.
29. The final Development Agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County. The Department of Development Review shall be responsible for determining compliance with this condition.

30. A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan will be included in the final Development Agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final Development Agreement. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.
31. The developer will work with the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

**LANDSCAPING/ARCHITECTURAL DESIGN**

32. Prior to approval of the final Development Agreement, the developer shall submit a Development Standards Handbook for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition 19.c. for tentative maps. The Department of Development Review shall be responsible for determining compliance with this condition.

<p><b>CONDITIONS</b>  for  <b>TENTATIVE SUBDIVISION MAP CASE NO. _____</b>  for  _____ <b>SUBDIVISION</b></p>
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(As recommended by Department of Development Review  
and attached to Staff Report dated \_\_\_\_\_)

**\*\*\* IMPORTANT -- PLEASE READ \*\*\***

**UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES TO ENSURE COMPLETION**



OF THE CONDITIONS MUST BE PROVIDED. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES.

A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS BEFORE THE ANTICIPATED DATE OF APPROVAL BY THE PLANNING COMMISSION TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES. NO FINAL MAP WILL BE SCHEDULED FOR A PLANNING COMMISSION MEETING DATE THAT IS LESS THAN SIXTY (60) DAYS FROM THE DATE OF THIS MANDATORY MEETING.

A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP MUST BE SUBMITTED TO THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP. SAID EXPIRATION IS TWO YEARS FROM THE DATE OF APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP BY THE BOARD OF COUNTY COMMISSIONERS OR, WHEN APPLICABLE, BY THE PLANNING COMMISSION.

COMPLIANCE WITH THE DEVELOPMENT AGREEMENT, APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.

#### GENERAL CONDITIONS

1. The subdivider shall present to the planning commission 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 two (2) years after the date of approval of the tentative map.

Prior to the expiration of a tentative map, the planning commission or, upon appeal, the governing body may grant a two (2) year extension for the presentation of the entire final map or next successive final map. The effective date of the extension shall be two (2) years from the date upon which the map would have expired.

If the subdivider fails to record a final map for any portion of the tentative map or obtain an extension within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

2. Unless specifically stated in the final Development Agreement, final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map or any subsequent extension date. The Department of Development Review shall be responsible for determining compliance with this condition.
3. 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. Substantial compliance shall be determined by the applicable agency and the Department of Development Review.
4. As part of every tentative map and final map application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The "statement of compliance" for the final map shall incorporate a description of how the conditions of approval have been met. The Department of Development Review shall be responsible for determining compliance with this condition.
5. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's Office, County Engineer, and the Department of Development Review prior to final map approval or prior to issuance of a certificate of occupancy for a non-residential use. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. If the CC&Rs are not recorded on the entire property, subsequent phases will be annexed to the previously recorded CC&Rs. Said CC&Rs shall specifically address the ability of the county to enforce certain provisions against the property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum:
  - a. Private roads within the subdivision.
  - b. Equestrian center.
  - c. Staffing of maintenance and security forces.
  - d. Common area landscaping.
  - e. Entrance gates.
  - f. Snow removal and storage areas.
  - g. Common area landscaping including along streets or landscaping along Whites Creek Lane.
  - h. Fire and fuelbreaks.
  - i. Detention basins and the accumulated sediment.
  - j. Equestrian/pedestrian trails.

- k. Bicycle and pedestrian paths.
- m. Golf cart crossings.
- n. Off-site residential parking areas.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
  - b. All homes must have a garage with space for a minimum of two cars.
  - c. Specifications on the limitation of turf area for single-family homes.
  - d. Retention of public access to the golf course, bike paths, (i.e., 8-foot meandering paths along minor arterials and some collectors; refer to street sections), public trails, and non-residential uses.
  - e. Notice of requirement to pay future sewer user fees.
  - f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Access to open space for pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
  - l. Minimum defensible space requirements.
  - m. Snow storage areas.
6. Prior to ground-disturbing activity or prior to finalization of any portion of the tentative map, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.
7. 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.
8. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.
9. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.

10. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization, mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
11. All soil boring logs must be included as part of the construction drawings. The County Engineer shall be responsible for determining compliance with this condition.
12. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.
13. The developer is to provide written approval from the US Postal Service for the plans for the installation of mail delivery facilities. The system, other than individual mail boxes, must be shown on the project construction plans and installed as part of the on-site improvements. The County Engineer shall be responsible for determining compliance with this condition.
14. The final map shall designate faults, by distance and bearings, that have been active during the Holocene epoch of geological time and 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. The faults have been located by Civil Engineer Registered in Nevada and experienced in Geotechnical Engineering and field surveyed by a Nevada Registered Land Surveyor.

The Department of Development Review shall be responsible for determining compliance with this condition.

15. The Washoe County Planning Commission certificate on the final map shall be approved by the County Engineer and the Department of Development Review.

#### STREETS AND TRAFFIC

16. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.
17. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.

18. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
19. The County Engineer shall be responsible for determining compliance with this condition. Prior to the issuance of the 35th building permit, the following roadway improvements shall be constructed:
  - a. The remaining two lanes of Whites Creek Lane from Thomas Creek Road to the project site if warranted by projected traffic demands.
  - b. Two (2) lanes of Whites Creek Lane from Thomas Creek Road to Wedge Parkway with 100 feet of right-of-way. These two lanes will be constructed so that an additional two lanes may be added in the future if warranted by projected traffic volumes.
  - c. Whites Creek Lane will be designed in a manner that minimizes any impacts on the adjacent homes to the north in Fieldcreek Ranch (e.g., fencing, berms, lowering the travel lanes).
20. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.
21. Prior to or upon approval of the CC&Rs, the developer shall have a street maintenance program approved by the County Engineer and the Department of Development Review. Maintenance of private streets shall be performed by the homeowners association and shall be perpetually funded.
22. The following roadway sections shall be applicable to the public and private on-site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance, minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.
  - a. Private Common Driveways - Serving 4 or less lots, pavement width 20 feet; serving 5 or more lots, pavement width 22 feet; no parking either side. Curb returns shall have a minimum face of curb radius of 20 feet on local streets and 25 feet on collector streets. Acceleration/deceleration tapers will be provided on streets with average daily traffic exceeding 2000 trips. Private common driveway locations will be shown on all tentative maps. Private common driveways will line up with proposed street intersections where possible and will comply with street intersection offset requirements. Single lot driveway access will not be allowed onto streets on which the average daily traffic exceeds 2000 trips. (Refer to street sections.)

- b. Rural Private - 60 foot minimum ROW (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
- c. Local Private - 60 foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
- d. Collector Private - 60 foot minimum ROW (500 ADT to 2000 ADT): minimum 24-foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)
- e. Collector Private - 60 foot minimum ROW (2000 ADT to 8000 ADT): minimum 24-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking on either side. A minimum 8-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. No residential driveway access will be allowed. Access for private common driveways will be allowed. (Refer to street sections.)

- f. Collector Private - 120 foot minimum ROW collector street (up to 9600 ADT): A minimum 27-foot center median from curb face to curb face, 19-foot pavement width on either side of the median; curb and gutter on both sides or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side except during special events; a minimum 8-foot meandering asphalt path both sides; no residential driveway access allowed. (Refer to street sections.)
  - g. Minor Arterial, Private - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27-foot center median from curb face to curb face, 24-foot pavement width on either side of the median; County Engineer-approved concrete header with roadside ditch; no parking either side; a minimum 8-foot meandering asphalt path both sides; no residential driveway access allowed. A gate may be installed at the point where Whites Creek Lane becomes a private road. (Refer to street sections.)
  - h. Minor Arterial, Public - 120-foot minimum ROW (more than 10,800 ADT): A minimum 27-foot center median from curb face to curb face, 29.5-foot roadway section on either side of the median; curb and gutter on both sides; a minimum 6-foot concrete sidewalk on both sides; no residential driveway access is allowed. (Refer to street sections.) A gate may be installed at the point where Whites Creek Lane becomes a private road. A public turn-around is required on the public side of the gate.
23. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards. The County Engineer shall be responsible for determining compliance with this condition.
24. Construction near fault lines shall be as follows:
- a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
  - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.
- The County Engineer shall be responsible for determining compliance with this condition.
25. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement. The County Engineer shall be responsible for determining compliance with this condition.

26. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this part of the condition. Maintenance of median landscaping shall be by the homeowners association as provided for in a separate maintenance agreement to be approved by the County Engineer and the District Attorney's Office prior to approval of the CC&Rs.
27. Temporary county standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street. The County Engineer shall be responsible for determining compliance with this condition.
28. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 1,500 feet. These roads shall have a 30-foot access easement with a minimum 20-foot width and 2.5 inches of asphalt concrete pavement on an engineered gravel base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only". The County Engineer and the applicable fire protection agency shall be responsible for determining compliance with this condition.
29. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately-maintained streets. The County Engineer shall be responsible for determining compliance with this condition.
30. Meandering asphalt paths will be acceptable provided that:
  - a. Pedestrian easements are included for portions of the paths located outside the county right-of-way.
  - b. Landscaping between the back of the curb and the path shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer shall be responsible for determining compliance with the provisions of this condition.
  - c. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the homeowners association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior to approval of the final Development Agreement.
31. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
32. Street lights shall be installed at major intersections. The County Engineer shall be responsible for determining compliance with this condition.
33. No at-grade golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.



34. Off-site parking areas shall be provided within 500 feet of homes that have lots ranging in size between 12,000 square feet and one-half acre. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map(s). The Department of Development Review shall be responsible for determining compliance with this condition.
35. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved by the County Engineer and constructed as approved.
36. Regulatory signs must be installed at the juncture of all public streets with a private street and at intersections along the primary loop road. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards. The County Engineer shall be responsible for determining compliance with this condition.
37. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

#### DRAINAGE AND GRADING

38. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.  
  
The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.
39. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and approved by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

40. A maintenance plan of all drainage facilities, to be owned by the homeowners association, shall be provided prior to approval of the CC&Rs. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant, and associated Steamboat Ditch conveyance system. All runoff from improved areas which runs into the Steamboat Ditch shall be pre-treated for silt and petrochemicals and shall be routed through a "wet" detention facility or approved alternative. The Utility Division and the Department of Development Review shall be responsible for determining compliance with this condition.
41. The 100-year floodplain boundaries and flood elevations shall appear on each final map. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted or until conformance with Washoe County flood construction standards is determined by the County Engineer. The County Engineer shall be responsible for determining compliance with this condition.
42. Prior to approval of the final map, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection. If required, point discharge permit for each proposed detention pond will be obtained from the Nevada Division of Environmental Protection and copy shall be submitted to the County Engineer.
43. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.
44. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the US Army Corps of Engineers and the approval letter provided to the Department of Development Review.
45. Prior to issuance of a grading permit for the golf course or approval of a final map, the developer shall obtain from the Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
46. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.

47. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.
48. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.

The developer shall contact the Division of Water Resources, State of Nevada, to determine whether the proposed flood detention facilities will require permits. If required, copies shall be submitted to the County Engineer.

49. Prior to the approval of a grading permit or approval of a final map, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.
50. Prior to approval of the first final map, an erosion control and soil stabilization plan and a grading plan shall be approved by the Washoe-Storey Conservation District. A copy of the approval shall be submitted to the District Health Department, Department of Development Review, and County Engineer.
51. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided from any structures. The Department of Development Review shall be responsible for determining compliance with this condition.
52. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100-year flows and lined. The County Engineer shall be responsible for determining compliance with this condition.

#### WATER AND WASTEWATER

53. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
54. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.

55. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
56. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
57. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
58. The Nevada Division of Environmental Protection must submit a letter to the District Health Department certifying their approval of the final map.
59. The developer shall deposit with the Utility Division the sum of \$50.00 per lot prior to recordation of all or part of the final map. This fee shall represent the prorated share of the completed water and wastewater facilities plan for the South Truckee Meadows for this development.

#### WATER

60. In accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
61. All minor infrastructure for potable water distribution shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.
62. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
63. Prior to final map approval, a letter of approval from the Division of Water Resources for the water rights serving this proposal must be submitted. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource. The Utility Division shall be responsible for determining compliance with this condition.

64. Before approval of the final map will be considered, a letter from the water purveyor committing adequate water service to this proposal must be submitted to the District Health Department. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.
65. Prior to the approval of a final map by the District Health Department, the production wells that will serve any phase of this development must be constructed, pump tested and sampled to ensure the proposed water system has sufficient quality and quantity.
66. Water quality results from a state-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
67. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.
68. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
69. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
70. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
71. The tentative maps shall show the maintenance roads for the existing and proposed water tanks. The location of these roads shall be mutually agreeable to the Department of Public Works and the developer.
72. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters. The Department of Development Review shall be responsible for determining compliance with this condition.
73. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, no grading permit shall be issued prior to District Health Department approval of the referenced final map. This condition does not apply to the construction of production wells required in Condition 68.

The developer may seek relief from the District Board of Health for this requirement or may choose to create a separate parcel for the first 18-hole golf course.

74. The Department of Development Review shall be responsible for determining compliance with this condition. The final map shall contain the following note:

NOTE

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by Washoe County.

SEWER

75. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
76. All minor infrastructure for sewer collection shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division.
77. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.
78. All sewer hookup fees for the area within the final map will be paid to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
79. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines. The Utility Division shall be responsible for determining compliance with this condition.
80. Proper easements shall be shown for off-site sewage and drainage systems. The Utility Division and the County Engineer shall be responsible for determining compliance with this condition.
81. Prior to final map approval, a letter, which can be a will-serve letter, from the Utility Division committing sewer service, must be submitted to the District Health Department. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.

FIRE PROTECTION

- 82. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the approval of a final map.
- 83. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.

OTHER

- 84. A minimum 25-foot landscape buffer shall be installed between the homes and the collector and the arterial streets. The homeowners association shall be required to perpetually maintain these areas. The Department of Development Review shall be responsible to determining compliance with this condition.
- 85. Prior to acceptance of the first map, the telephone easement Doc. No. 415899, which runs through the middle of many lots, shall be realigned with appropriate abandonment and relocation easements, or the proposed lots realigned. The County Engineer shall be responsible for determining compliance with this condition.

**CONDITIONS FOR SPECIAL USE PERMIT CASE NO. \_\_\_\_\_**

(As recommended by Department of Development  
Review and attached to Staff Report dated \_\_\_\_\_ )

**\*\*\* IMPORTANT -- PLEASE READ \*\*\***

**UNLESS OTHERWISE SPECIFIED, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES MUST BE PROVIDED TO SATISFY THE CONDITIONS PRIOR TO SUBMITTAL FOR A BUILDING PERMIT. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES. ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL HAVE A COPY FILED WITH THE COUNTY ENGINEER AND THE DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE CONDITIONS OF THIS SPECIAL USE PERMIT IS THE RESPONSIBILITY OF THE DEVELOPER, HIS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST. FAILURE TO COMPLY WITH ANY CONDITIONS IMPOSED IN THE ISSUANCE OF THE SPECIAL USE PERMIT MAY RESULT IN THE INSTITUTION OF REVOCATION PROCEDURES.**

**WASHOE COUNTY RESERVES THE RIGHT TO REVIEW AND REVISE THE CONDITIONS OF THIS APPROVAL SHOULD THEY DETERMINE THAT A SUBSEQUENT LICENSE OR PERMIT ISSUED BY WASHOE COUNTY VIOLATES THE INTENT OF THIS APPROVAL.**

### GENERAL CONDITIONS

1. As part of every special use permit application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
2. Prior to ground-disturbing activity, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.
3. 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.

4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
5. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.
6. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.



7. An animal waste management plan shall be prepared prior to the issuance of any building permit for a facility that might require such a plan. The plan must document how the migration of bacteria, nutrients, and other animal waste by-products to surface and ground waters will be prevented. The Department of Development Review shall be responsible for determining compliance with this condition.

### STREETS AND TRAFFIC

8. All street construction shall comply, at a minimum, with the requirements for a subdivision within this project. The County Engineer shall be responsible for determining compliance with this condition.
9. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.
10. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.
11. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
12. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards. The applicable fire protection agency shall be responsible for determining compliance with this condition.
13. Construction near fault lines shall be as follows:
  - a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
  - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.

The County Engineer shall be responsible for determining compliance with this condition.

14. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
15. No at-grade golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.

### GRADING AND DRAINAGE

16. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.

17. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the developer shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed-upon locations. The easement shall be submitted with the plans for the final golf course improvements. The County Engineer shall be responsible for determining compliance with this condition.

18. Prior to the approval of a grading permit, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.
19. For all projects larger than 5 acres, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection and submit a copy to the County Engineer prior to ground-disturbing activity.
20. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.
21. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.
22. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
23. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.
24. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
25. Prior to issuance of a grading permit for the golf course or approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
26. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.

27. Prior to the issuance of a grading permit for the golf course, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A surface and ground water sampling program shall be implemented to demonstrate that migration is not occurring and commits to modifying practices in the event that any of the above materials are detected. The Department of Development Review shall be responsible for determining compliance with this condition.

### WATER AND WASTEWATER

28. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
29. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
30. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
31. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
32. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
33. If required and in accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
34. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.

35. Water quality results from a State of Nevada-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
36. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.
37. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
38. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
39. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
40. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
41. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.

#### FIRE PROTECTION

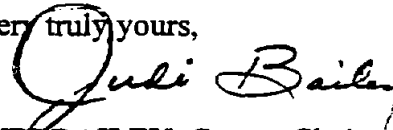
42. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed prior to the introduction of any combustible materials to the site. The fire protection agency shall be responsible for determining compliance with this condition.

43. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.

#### LANDSCAPING

44. Detailed landscaping and irrigation plans for the village commercial center, club house, golf course, golf driving range, equestrian center, or other non-residential uses requiring special use permit review shall be submitted prior to the issuance of a building permit for the particular use.
45. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200(e) of the Uniform Building Code Section 7011 amended. The Department of Development Review shall be responsible for determining compliance with this condition.

Very truly yours,



JUDI BAILEY, County Clerk  
and Clerk of the Board of  
Washoe County Commissioners

njv

cc: Manager, D.A., Assessor (Judy Ramos), Engineering

Brita Tryggvi, CFA, Inc.  
1150 Corporate Blvd.  
Reno, Nevada 89502

Robert Sader, Ltd.  
462 Court Street  
Reno, Nevada 89501-1796



# OFFICE OF THE WASHOE COUNTY CLERK

COUNTY COURTHOUSE, VIRGINIA AND COURT STS.  
P.O. BOX 11130, RENO, NEVADA 89520  
PHONE (702) 328-3260

F 10

**JUDI BAILEY**  
County Clerk

'96 JUL 24 P3:12

RECEIVED

JUL 25 1996

WASHOE COUNTY  
DEVELOPMENT REVIEW

100  
BY: *Judi Bailey*

July 24, 1996

Robert M. Sader, Esq.  
462 Court Street  
Reno, Nevada 89501

## NOTICE OF FINAL ACTION

*Bob*  
Dear Mr. Sader:

Washoe County Ordinance No. 963, approving the Final Development Agreement for Southwest Point, was adopted by the Washoe County Board of County Commissioners on July 23, 1996.

Very truly yours,

*Judi Bailey*  
JUDI BAILEY, County Clerk  
and Clerk of the Board of  
Washoe County Commissioners

slg

cc: Madelyn Shipman, Assistant District Attorney  
Mike Harper, Director, Department of Development Review

**DESIGN REVIEW COMMITTEE  
STAFF REPORT**

**To:** Members of the Design Review Committee

**Re:** Tentative Subdivision Map Case No. TM11-12-96 with Common Open Space for ArrowCreek

**Date:** February 7, 1997 **Prepared By:** DSY

**GENERAL INFORMATION SUMMARY**

**Applicant/Property Owner:** Southwest Pointe Associates/Redfield Land Company

**Requested Action:** To review the fencing details, planting plan, and grading and revegetation plan for ArrowCreek, a subdivision within Southwest Pointe. ArrowCreek is a request to develop a 470-lot single-family residential, common open space subdivision on a  $\pm 947$  acre portion of a  $\pm 3,272$  acre site. Lots will range in size from  $\pm 12,000$  square feet to over 1 acre. A common open space of  $\pm 209$  acres will include public trails, emergency access roads, and similar uses. This is the first tentative map presented as part of the Southwest Pointe project (DA9-1-93). The proposed subdivision is located north of the Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated in portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 152-020-01 through 03 and a portion of 152-020-05)

**ISSUES AND CONDITIONS**

At the May 19, 1996 Design Review Committee meeting that reviewed and approved the Development Standards Handbook for Southwest Pointe, action was taken that required further review of tentative maps submitted to Washoe County for review and approval. The attached Development Review letter of 6/19/96, specifically page 2, describes the items to be reviewed by the DRC.

Attachment

DSY(TM1296DR)



MEMORANDUM

**To:** Washoe County Board of County Commissioners

**From:** Michael A. Harper, AICP, Director

**Re:** Final Development Agreement for Southwest Pointe (Development Agreement Case No. DA9-1-93)

**Date:** July 1, 1996 **Initialed By:** \_\_\_\_\_

**GENERAL INFORMATION SUMMARY**

**Applicant/Property Owner:** Southwest Pointe/Redfield Trust

**Requested Action:** An Ordinance pursuant to Nevada Revised Statutes 278.0205 approving the Final Development Agreement for Southwest Pointe. The agreement facilitates the development of a residential community which includes 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The project has a total acreage of  $\pm 3,171.6$  acres and is located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 49-030-12)

**RECOMMENDATION/FINDINGS**

It is recommended that the Board of County Commissioners introduce the attached ordinance and bill to approve and adopt the Final Development Agreement for Southwest Pointe, Development Agreement Case No. DA9-1-93, and conduct the appropriate hearings to determine if it is an acceptable document with which to bind the future development of the described property for a period of time not to exceed fifteen years.

Pursuant to Washoe County Code 110.814, Development Agreements, the Director of Department of Development Review finds that the attached Final Development Agreement for Southwest Pointe, including its attached exhibits and references, is in substantial compliance with the preliminary Development Agreement, as amended and approved by the Washoe County Planning Commission and the Board of County Commissioners. The recommendation for approval is based upon those findings and upon comments received, staff analysis, and site inspection.

### **COUNTY COMMISSION OPTIONS**

The Washoe County Board of County Commissioners has the following options and resultant consequences available on Final Development Agreement for Southwest Pointe, Development Agreement Case No. DA9-1-93:

- Approve the request as recommended by the Director of the Department of Development Review. The applicant will be able to develop the property in accordance with the terms of the approved Development Agreement.
- Defer the request to enable the applicant to reconcile any differences found by the board between the presented Final Development Agreement with the approved preliminary Development Agreement.
- Deny the request. The applicant will have to develop the property in accordance with the Comprehensive Plan in effect at the time and subject to the requirements of the Development Code..

### **BACKGROUND AND ANALYSIS**

The Final Development Agreement for Southwest Pointe would allow, over the next fifteen years, development of a 1,090-lot residential community with golf courses, and recreational and commercial facilities on  $\pm 3,171.6$  acres in the Southwest Truckee Meadows. The preliminary Development Agreement for Southwest Pointe was initially approved by the Washoe County Board of County Commissioners on February 8, 1994. It was amended by the Board of County Commissioners on November 8, 1994 and again on June 11, 1996.

Final Development Agreements are presented directly to the Board of County Commissioners by the Director of the Department of Development Review upon being found in compliance with the approved preliminary Development Agreement. Pursuant to WCC 110.814.80(c), the Director determines substantial compliance by applying the following criteria:

- (1) The proposed gross residential density or intensity of use is not changed;
- (2) The proposed ratio of residential to nonresidential use is not changed;
- (3) The area set aside for common open space is not reduced or the area is not substantially relocated;
- (4) The floor area proposed for nonresidential use is not increased;
- (5) The total ground area covered by buildings and the height of buildings is not increased; and
- (6) The plan provisions are consistent with the adopted preliminary development agreement.

The Director has been able to determine that the submitted Final Development Agreement for Southwest Pointe, including its attached exhibits and references, is in substantial compliance with the site plan in the approved preliminary Development Agreement and that it is recommended for approval.

**APPLICABLE REGULATIONS**

Nevada Revised Statutes Chapter 278.0201, 278.0203, 278.0205, 278.0207; Washoe County Code Chapter 110, Article 814.

DSY(DA193FDA)

Attachments: Development Agreement Ordinance, Final Development Agreement for Southwest Pointe

Applicant and Representatives: Southwest Pointe Partners, PO Box 346, Genoa, NV 89411; Brita Tryggvi, AICP, Associate, CFA, Inc., 1150 Corporate Boulevard., Reno, NV 89502, Robert M. Sader, LTD., 462 Court Street, Reno, NV 89501-1796

## GENERAL INFORMATION SUMMARY

**Applicant/Property Owner:** Southwest Pointe/Redfield Trust

**Requested Action:** An Ordinance pursuant to Nevada Revised Statutes 278.0205 approving the Final Development Agreement for Southwest Pointe. The agreement facilitates the development of a residential community which includes 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The project has a total acreage of  $\pm 3,171.6$  3272 acres and is located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 41-030-12, 49-010-04, and 49-010-10)

## BACKGROUND AND ANALYSIS

Good morning. My name is Don Young, a planner with the Department of Development Review.

The Final Development Agreement for Southwest Pointe is the first legislatively-enabled Final Development Agreement to be presented to Washoe County for adoption. The positive attributes of a properly-constructed Development Agreement accrue to both sides. The county is presented a long-term, large-scale project that provides assurances that all phases of the development will maintain a unity of theme and be constructed to the high standards required by the Development Standards Handbook and the Development Agreement. Additional county benefits result from the long-term comprehensive planning, the more efficient, less burdensome financing of infrastructure, and in this particular case, reduced administrative costs for future phases because of the compliance checklists and the defined standards.

*Presentation  
& overheads  
for 7/23/96  
BCC hearing*

On the other side, the developer receives vested development rights under the terms expressed by the agreement. A Development Agreement provides protection against future changes in an increasingly complex and uncertain land development process. This feature serves to enhance the ability of the developer to obtain the financial backing necessary to commence and complete the project. A Development Agreement should and can be a "win-win" proposition for both parties.

The Final Development Agreement for Southwest Pointe would allow, over the next fifteen years, development of a 1,090-lot residential community with two 18-hole golf courses, and recreational and commercial facilities on more than 3,200 acres in the Southwest Truckee Meadows. The preliminary Development Agreement for Southwest Pointe was initially approved by the Washoe County Board of County Commissioners on February 8, 1994. It was amended by the Board of County Commissioners on November 8, 1994 and again on June 11, 1996.

The Final Development Agreement for Southwest Pointe specifically allows subsequent approvals, especially those that would typically require public hearings, to be approved as a consent item by Washoe County. The Development Agreement also allows a longer time frame for the life of a tentative map than normally allowed by NRS.

The Ordinance provided you this morning includes the clarification to the NRS citation that was requested at caucus yesterday. The Development Agreement that is to be signed today includes the clarification to the nonpotable water agreement in Section 4.6 that was also presented at caucus and contained in the letter from Bob Sader. That clarification avoids "any circumstance in which the county might be deemed to have committed to effluent water service when a reliable supply of effluent is simply not available or in which the developer could not get nonpotable water from the county even though it is prepared to dedicate the creek water rights and build its share of the nonpotable water system facilities."

The Director of the Department of Development Review has forwarded the Final Development Agreement to the Board of County Commissioners. The Director has determined that the findings required by Article 814 of the Development Code can be made. Those findings and the rationale for supporting them follows:

- The proposed gross residential density or intensity of use is not changed:

- The number of dwelling units (d.u.) permitted by the preliminary Development Agreement approved by the BCC on November 8, 1994, 1090 1084, equals the number in the Final Development Agreement that is being presented for approval.

- That number is the same as when the Development Agreement was first proposed in September 1993 and is based upon figures provided by Washoe County which were developed from existing zoning on the Southwest Truckee Meadows Area Plan. Those figures are:

307 acres were zoned Low Density Suburban (LDS) which permits a density of 1.00 d.u. per acre and yielded 307 residential lots.

1,800 acres were zoned High Density Rural (HDR) which permits a density of 0.40 d.u. per acre and yielded 720 residential lots.

70 acres were zoned Medium Density Rural (MDR) which permits a density of 0.20 d.u. per acre and yielded 14 residential lots.

228 acres were zoned Low Density Rural (LDR) which permits a density of 0.10 d.u. per acre and yielded 28 residential lots.

867 acres were zoned General Rural (GR) which permits a density of d.u. per acre and yielded 21 residential lots.

For more than four years the applicant has relied upon a density of 28 units for the LDR acreage. These figures were provided by Washoe County in February 1992. In actuality the correct count is 22, a difference of six units.

$$307 + 1800 + 70 + 228 + 867 = 3272$$

$$21 + 22 + 14 + 720 + 307 = 1084$$

In all prior actions the Development Agreement has always been found in conformance with the Comprehensive Plan and the Southwest Truckee Meadows Area Plan.

- The residential densities have been removed from all developed and undeveloped open space areas, golf courses and related recreational and ancillary facilities, and public and commercial areas. These areas will remain nonresidential.

- The proposed ratio of residential to nonresidential use is not changed;
  - The proposed public facilities and commercial site are located within the same area and are of the same size as those previously approved by Washoe County.
  - All undeveloped open space areas and developed common areas are located within the same areas and are of the same size as those previously approved by Washoe County.
  - All golf courses and related recreational and ancillary facilities are located within the same areas and are of the same size as those previously approved by Washoe County.
  
- The area set aside for common open space is not reduced or the area is not substantially relocated;
  - All undeveloped open space areas and developed common areas are located within the same areas and are of the same size as those previously approved by Washoe County.
  - The proposed system of trails corresponds to the system adopted by Washoe County and includes approximately six miles of public trails.
  - Approximately 1500 acres of undisturbed, natural open space will be dedicated to Washoe County as the development of Southwest Pointe progresses.



- The floor area proposed for nonresidential use is not increased;
  - The nonresidential uses will comply with all requirements of the Washoe County Code, including parking and landscaping. No waivers were requested or granted.
  - Specific uses, when established, will determine the ratio of floor area to lot size. No deviation from code requirements has been requested and none is being permitted by the Final Development Agreement.
  
- The total ground area covered by buildings and the height of buildings is not increased; and
  - Southwest Pointe is primarily a residential project with ancillary recreational amenities and public facilities. The ground area covered by the residential structures will correspond to developments of similar nature and quality.
  - As referenced in the finding on floor area, no deviation from code requirements has been requested and none is being permitted by the Final Development Agreement.
  - The height of residential and nonresidential structures will comply with the adopted Development Standards Handbook. No blanket variances have been requested or are being granted.

- The plan provisions are consistent with the adopted preliminary development agreement.
  - Among the provisions the site plans include are:
    - Lot and block layouts and locations
    - Street patterns, elevations, and grades
    - Delineation of common areas
    - Location of project entry
    - Layouts and location of the golf courses and associated clubhouse and maintenance facilities
    - Sites for recreational amenities
    - School sites
    - Nevada Division of Forestry fire station site
    - Public and private trails and connections to the regional trail system
    - Perimeter residential lot fencing
    - Community fencing
    - Earthquake faults
    - Some private common driveways
    - Emergency access
    - Proposed and existing wells and water storage tanks
    - Wetlands, Maps Flood Zone "A" of the Flood Insurance Rate, and Waters of the USA
    - Locations of cut and fill slopes along the perimeter
  - All of these plan provisions are consistent with the preliminary Development Agreement approved by Washoe County.
  - The plan provisions satisfy the requirements specified in the Conditions of Approval specified by Washoe County for the preliminary Development Agreement.

(DA193F&P)

**278.0201 Agreement with governing body concerning development of land: Applicability of ordinances, resolutions and regulations adopted after agreement made; restrictions on subsequent action by governing body.**

1. In the manner prescribed by ordinance, a governing body may, upon application of any person having a legal or equitable interest in land, enter into an agreement with that person concerning the development of that land. This agreement must describe the land which is the subject of the agreement and specify the duration of the agreement, the permitted uses of the land, the density or intensity of its use, the maximum height and size of the proposed buildings and any provisions for the dedication of any portion of the land for public use. The agreement may fix the period within which construction must commence and provide for an extension of that deadline.

2. Unless the agreement otherwise provides, the ordinances, resolutions or regulations applicable to that land and governing the permitted uses of that land, density and standards for design, improvements and construction are those in effect at the time the agreement is made.

3. This section does not prohibit the governing body from adopting new ordinances, resolutions or regulations applicable to that land which do not conflict with those ordinances, resolutions and regulations in effect at the time the agreement is made, except that any subsequent action by the governing body must not prevent the development of the land as set forth in the agreement. The governing body is not prohibited from denying or conditionally approving any other plan for development pursuant to any ordinance, resolution or regulation in effect at the time of that denial or approval.

4. The provisions of NRS 278.350 and 278.360 do not apply if an agreement entered into pursuant to this section contains provisions which are contrary to the respective sections.

(Added to NRS by 1985, 2114; A 1991, 582)

WEST PUBLISHING CO.  
Zoning and Planning ⇌ 29.5.

WESTLAW Topic No. 414.  
C.J.S. Zoning and Land Planning § 21.

**278.0203 Agreement with governing body concerning development of land: Approval by ordinance; filing and recording.**

1. The governing body may, if it finds that the provisions of the agreement are consistent with the master plan, approve the agreement by ordinance.

2. Within a reasonable time after approval of the agreement, the clerk of the governing body shall cause the original agreement to be filed with the county

recorder or the recorder of Carson City for recording. Upon recordation the agreement binds all parties and their successors in interest for the duration of the agreement.

(Added to NRS by 1985, 2114)

WEST PUBLISHING CO.  
Zoning and Planning ⇌ 43.

WESTLAW Topic No. 414.  
C.J.S. Zoning and Land Planning § 30.

**278.0205 Agreement with governing body concerning development of land: Amendment or cancellation; review of development by governing body; notice; approval of amendment; filing and recording of amendment.**

1. The agreement for development of land may be amended or canceled, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest, except that if the governing body determines, upon a review of the development of the land held at least once every 24 months, that the terms or conditions of the agreement are not being complied with, it may cancel or amend the agreement without the consent of the breaching party.

2. Notice of intention to amend or cancel any portion of the agreement must be given by publication in a newspaper of general circulation in the applicable city or county. The governing body may approve any amendment to the agreement by ordinance if the amendment is consistent with the master plan. The original of the amendment must be filed for recording with the county recorder or the recorder of Carson City.

(Added to NRS by 1985, 2114)

WEST PUBLISHING CO.  
Zoning and Planning ⇌ 44.

WESTLAW Topic No. 414.  
C.J.S. Zoning and Land Planning § 38.

**278.0207 Agreement with governing body concerning development of land: Recording of certified copy of ordinance adopting agreement.** A certified copy of any local ordinance adopting the agreement for the development of property and any amendments thereto must be recorded in the office of the county recorder or the recorder of Carson City.

(Added to NRS by 1985, 2115)

WEST PUBLISHING CO.  
Zoning and Planning ⇌ 43.

WESTLAW Topic No. 414.  
C.J.S. Zoning and Land Planning § 30.

June 11, 1996, BCC Meeting, Item 17B

In 1994, the county approved a preliminary development agreement subject to a number of conditions. Upon fulfillment of these conditions, the agreement could have been finalized and executed by the applicant and the county.

At this time, the applicant has submitted a request to amend those conditions. The amendments stem from modifications to the conceptual plan which was adopted as part of the preliminary agreement and from needed clarifications to a complex agreement. *I note that this was the first development agreement submitted to the county so that it is not totally surprising that* During caucus questions about the workings of the proposed private roadway system were raised. The applicant's representative will be reviewing the changes in the conceptual plan, ~~and how it is envisioned to work.~~

Also at caucus, a question came up as to how to compare the requested changes to the approved preliminary agreement. The CFA letter, dated April 30, 1996, in your packets comprehensively covers all changes and the revised list of conditions, in effect, can be considered as the revised preliminary development agreement. Therefore, the letter proposing condition modifications serves as a current and proposed comparison. *revisions and functions are being requested*

As noted in caucus, the Planning Commission minutes and staff report refer to a compromise regarding the increase in smaller lots. This compromise refers to earlier presented amendments which requested that the percentage of 12,000 square foot lots increase up to 50% of the total number of lots and that the percentage of lots between 1/2 acre and 1 acre increase up to 40% of the total number of lots. Following ~~input~~ *input* from the CAB, the applicant reduced these percentages to the current mix -- 12,000 square foot lots at 40%, 1/2 acre to 1 acre lots at 35%, and 1 acre and larger lots at 25%. *Comments*

That completes my presentation and Brita Tryggvi is here to present the conceptual plan comparisons. Are there any questions that I may answer at this time?



Bob  
dy

**FINAL ORDER**

**Washoe County  
Department of  
Community  
Development**

1001 E. Ninth St., Bldg A  
Post Office Box 11130  
Reno, NV 89520-0027  
Tel: 702-328-3600  
Fax: 702-328-3648

May 5, 1997

**Redfield Land Company  
Attn: Jerry Smith  
1755 East Plumb Lane, Suite 212,  
Reno, NV 89502**

**Southwest Pointe Associates  
Attn: Mike Mohler  
P. O. Box 12460  
Reno, NV 89510-2460**

Dear Applicant:

At its regular meeting of March 18, 1997, the Washoe County Planning Commission conditionally approved (8 conditions) the following:

**Special Use Permit Case No. SPW1-3-97 for the ArrowCreek Temporary Aggregate Operation: To establish an on-premise, site-specific, temporary aggregate operation with an ancillary, portable, rock crushing facility on a +3.0 acre portion entirely within the boundaries of the +3271.6-acre Southwest Pointe development. The project, now known as ArrowCreek, is located within the residential and recreational project formerly known as Southwest Pointe (Development Agreement DA9-1-93) and is north of the Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is within Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 152-010-05)**

The conditional approval for the special use permit was based on the following findings:

1. That this Special Use Permit is substantially consistent with the policies, action programs, standards and maps of the Comprehensive Plan and the Southwest Truckee Meadows Area Plan;
2. That adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary infrastructure will be provided, the proposed use is properly related to proposed roadways, and an adequate public facilities determination has been made in accordance with Division Seven;
3. That the site is physically suited to the type and the intensity of the requested development and that it is proximate to both the source and the points of use of material that would otherwise have to be transported over public streets;
4. That the reduction of off-site trips by heavy transport vehicles will attenuate the impacts of traffic within the area. will enhance safety on the public streets, will lessen noise and air pollution, and will lengthen the life of the streets that will be spared;

John B. Hester, AICP  
Director

Jess S. Traver, P.E.  
County Building  
Official

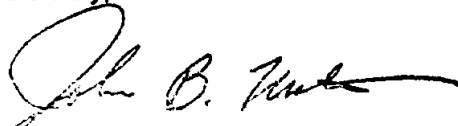


**COMMUNITY  
DEVELOPMENT**

5. That due to the care in siting and to the surrounding landscaping required by the conditions of approval for Development Agreement DA9-1-93, the issuance of the permit will not be injurious to the property or improvements of adjacent properties; nor detrimental to the character of the surrounding area; nor unduly detrimental to surrounding properties, land uses and the environment in general;
6. That, due to the care in siting, the proposed development will not unduly block scenic views or degrade any surrounding scenic resources;
7. That the proposed development will reclaim the site and all affected areas at the conclusion of the operation; and
8. That the Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

As no appeals have been filed in the time period stipulated in the Washoe County Development Code, the decision by the Planning Commission is final.

Yours truly,



**John B. Hester, AICP**  
**Community Development Director and**  
**Secretary to the Planning Commission**

DSY/ma/SW397F1 (SW397F1)

Attachments: Conditions

xc: Judy Ramos, Assessor's Office; Ron Fox, Chief Appraiser, Assessor's Office; Engineering Division; CFA, Inc., Brita Tryggvi, 1150 Corporate Boulevard, Reno, NV 89502; Washoe County Utility Services Division, John Bronder; Southwest Truckee Meadows Citizen Advisory Board.

**CONDITIONS  
FOR  
SPECIAL USE PERMIT CASE NO. SPW1-3-97  
FOR  
ARROWCREEK TEMPORARY AGGREGATE OPERATION**

(As approved by the Washoe County Planning Commission at their March 18, 1997 meeting)

**UNLESS OTHERWISE SPECIFIED, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES MUST BE PROVIDED TO SATISFY THE CONDITIONS PRIOR TO SUBMITTAL FOR A 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 ASSURANCES. ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL HAVE A COPY FILED WITH THE COUNTY ENGINEER AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT.**

**COMPLIANCE WITH THE CONDITIONS OF THIS SPECIAL USE PERMIT IS THE RESPONSIBILITY OF THE APPLICANT, HIS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST. FAILURE TO COMPLY WITH ANY CONDITIONS IMPOSED IN THE ISSUANCE OF THE SPECIAL USE PERMIT MAY RESULT IN THE INSTITUTION OF REVOCATION PROCEDURES.**

**WASHOE COUNTY RESERVES THE RIGHT TO REVIEW AND REVISE THE CONDITIONS OF THIS APPROVAL SHOULD THEY DETERMINE THAT A SUBSEQUENT LICENSE OR PERMIT ISSUED BY WASHOE COUNTY VIOLATES THE INTENT OF THIS APPROVAL.**

**GENERAL CONDITIONS**

1. The applicant shall demonstrate substantial conformance to the plans approved as part of this special use permit. The Department of Community Development shall be responsible for determining compliance with this condition.
2. The applicant shall cease operation of the temporary aggregate facility and its ancillary features within five years from the date of approval by Washoe County. If the process required by the Development Code is followed, up to three one-year extensions of the Special Use Permit may be granted. Any cessation of activity at the aggregate operation that extends for a period of more than twelve (12) months or more shall constitute an invalidation of this Special Use Permit approval.
3. A copy of the Final Order stating conditional approval of this special use permit shall be attached to all applications for administrative permits issued by Washoe County.



4. A note shall be placed on all construction drawings and grading plans 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.

5. Upon verifiable unresolved complaint from surrounding property owner(s) of excessive noise, Washoe County may secure the services of a qualified noise consultant. The applicant shall be obliged to compensate the county for all costs incurred in completing two 24-hour monitorings of the operation to assure compliance with noise standards. If improvements or changes in operation are needed to assure compliance, the applicant shall be responsible for implementation and any associated costs. The Washoe County Department of Community Development shall be responsible for determining compliance with this condition.
6. The applicant shall submit a detailed mining plan to the County Engineer and the Department of Community Development. That mining plan shall address safety and environmental concerns, including but not limited to storm drainage, topsoil stockpiling, erosion control, slope stabilization, and phased reclamation of the site.
7. The hours of operation shall be limited to the hours between 7:00 AM and 5:00 PM, with no operation on Sundays or State/Federal holidays. The hours of equipment maintenance shall be limited to the hours between 6:00 AM and 11:00 PM, with no operation on Sundays or State/Federal holidays. Quiet dust control activities may occur at all hours. Any vehicles operated after dusk and before dawn shall be equipped with visual, rather than audible, back-up alarms.
8. The applicant and any successors shall direct any potential purchaser/operator of the site and/or the special use permit to meet with the Department of Community Development to review conditions of approval prior to the final sale of the site and/or the special use permit. Any subsequent purchaser/operator of the site and/or the special use permit shall notify the Department of Community Development of the name, address, telephone number, and contact person of the new purchaser/-operator within 30 days of the final sale.

**RECEIVED**

**MAY 12 1997**

**WASHOE COUNTY  
COMMUNITY DEVELOPMENT**

NELL J. REDFIELD TRUST

By: Helen Jeane Jones  
Helen Jeane Jones, Trustee

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

On this 15<sup>th</sup> day of September, 1997, before me, a Notary Public in and for said state, personally appeared Helen Jeane Jones, a trustee of Nell J. Redfield Trust, personally known to me to be the person who executed the above instrument on behalf of said Trust, and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp in the County of Washoe, State of Nevada, the day and year in this certificate first above written.

Jo Ann Arnoldsen  
NOTARY PUBLIC

NELL J. REDFIELD TRUST

By: Gerald C. Smith  
Gerald C. Smith, Trustee

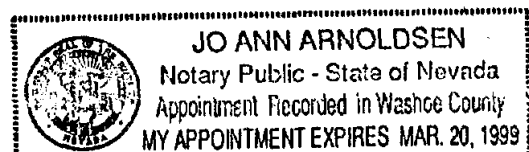


STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

On this 15<sup>th</sup> day of September, 1997, before me, a Notary Public in and for said state, personally appeared Gerald C. Smith, a trustee of Nell J. Redfield Trust, personally known to me to be the person who executed the above instrument on behalf of said Trust, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp in the County of Washoe, State of Nevada, the day and year in this certificate first above written.

Jo Ann Arnoldsen  
NOTARY PUBLIC



Assessor's Parcel Number(s): 152-020-06; 152-020-08; 152-020-09; 152-020-10; 152-020-11  
(all Southwest Pointe Associates)  
152-020-12; 152-020-14; 152-020-15; 152-020-16 & 152-010-08  
(all Betty A. Jones & Gerald C. Smith)

Project Name: ARROW CREEK



# WASHOE COUNTY

"To Protect and To Serve"



**WASHOE COUNTY DESIGN REVIEW COMMITTEE  
DEPARTMENT OF COMMUNITY DEVELOPMENT**

1001 E. Ninth Street  
Reno, NV 89520-0027

**PRINCIPAL MEMBERS:**

Christine Fey, AICP, Chair  
Keith Deutscher, AIA, Vice Chair  
Barbara Santner, ASLA, AICP  
Joan Bedell  
Rex Williams

Current Planning (702) 328-6100  
Fax (702) 328-6133

**ALTERNATES:**  
Kreg L. Mebust, ASLA  
Fred Graham, AIA  
Randal Walker, AICP  
Bill Hillis  
Alan Rock

May 12, 1997

Britta Tryggvi  
CFA, Inc  
1150 Corporate Blvd.  
Reno, Nevada 89502

**Subject: Action of the Design Review Committee for Development Agreement  
DA9-1-93 (Arrowcreek Lane Wall)**

Dear Britta:

The Design Review Committee evaluated the design of Arrowcreek Lane for any impacts on the adjacent homes to the north in Fieldcreek Ranch such as fencing, berms, and lowering travel lanes at its regular meeting on May 8, 1997. The Committee took the following action regarding your project:

1. APPROVED the project with the following modifications.
  - a. The fencing is to be a 6 foot high solid wall.
  - b. Materials for wall shall be reviewed at the next DRC meeting on June 12, 1997. The applicant shall consider the options of masonry, concrete panel, rock groupings along slope area, and dry stacking/mortar. Wood, brick and sheet panels are not permitted. The homeowners side of the wall shall be sandblasted finish or a textured finish such as split face.
  - c. A temporary cyclone fence shall be temporarily installed during construction
  - d. The landscaping shall be transitional planting that will feather from the beginning of the roadway to the end of the roadway and shall be natural vegetation plantings. An irrigation analysis shall be conducted by Public Works.
  - e. The fence shall be extended as much as possible to the Colfer lot. However, the fence shall stop at the point where the terrain requires the fence to slope or turn.

This approval is valid after 10 days of the action by the Design Review Committee. During this time an aggrieved party may file an appeal in writing to the Director of the Community Development Department. If you have any questions or require any assistance, please contact me at 328-3613.

Sincerely,

A handwritten signature in black ink that reads "Cheryl D. Ryan". The signature is written in a cursive style with a large initial "C".

Cheryl D. Ryan, Planner  
Design Review Committee Facilitator

CDR(aida193.doc)

**DESIGN REVIEW COMMITTEE  
STAFF REPORT**

**To:** Members of the Design Review Committee

**Re:** Tentative Subdivision Map Case No. TM11-12-96 with Common Open Space for ArrowCreek

**Date:** December 31, 1996 **Prepared By:** DSY

**GENERAL INFORMATION SUMMARY**

**Applicant/Property Owner:** Southwest Pointe Associates/Redfield Land Company

**Requested Action:** To review the fencing details, planting plan, and grading and revegetation plan for ArrowCreek, a subdivision within Southwest Pointe. ArrowCreek is a request to develop a 470-lot single-family residential, common open space subdivision on a  $\pm 947$  acre portion of a  $\pm 3,272$  acre site. Lots will range in size from  $\pm 12,000$  square feet to over 1 acre. A common open space of  $\pm 209$  acres will include public trails, emergency access roads, and similar uses. This is the first tentative map presented as part of the Southwest Pointe project (DA9-1-93). The proposed subdivision is located north of the Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated in portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 152-020-01 through 03 and a portion of 152-020-05)

**ISSUES AND CONDITIONS**

At the May 19, 1996 Design Review Committee meeting that reviewed and approved the Development Standards Handbook for Southwest Pointe, action was taken that required further review of tentative maps submitted to Washoe County for review and approval. The attached Development Review letter of 6/19/96, specifically page 2, describes the items to be reviewed by the DRC.

Attachment

DSY(TM1296DR)



# WASHOE COUNTY

"To Protect and To Serve"



**WASHOE COUNTY DESIGN REVIEW COMMITTEE  
DEPARTMENT OF DEVELOPMENT REVIEW**

1001 E. Ninth Street  
P.O. Box 11130  
Reno, NV 89520-0027

Development Review (702) 328-6100  
Business License Div. (702) 328-3733  
FAX (702) 328-6133

**PRINCIPAL MEMBERS:**

Barbara Santner, ASLA, Chair  
Keith Deutscher, AIA  
Christine Fey  
Ed Meagher  
Bill Hilke

**ALTERNATES:**

Deborah Schoenberg, ASLA  
Fred Graham, AIA  
Randal Walter, AICP  
Joan Bedell  
Richard "Dick" Mills

June 19, 1996

Britta Tryggvi  
CFA, Inc.  
1150 Corporate Boulevard  
Reno, Nevada 89502

**Subject: Action of the Design Review Committee on Final Development Agreement  
Case No. DA9-1-93 (Southwest Pointe Subdivision).**

Dear Britta:

The Design Review Committee evaluated the Draft Development Standards Handbook for the development for Southwest Pointe Subdivision at their May 9, 1996 meeting. The Committee took the following action regarding your project:

**CONDITIONALLY APPROVED** the Design Standards Handbook with modifications:

**The following shall be incorporated into the Development Standards Handbook and submitted to the Development Review staff for approval:**

1. External public/private interfacing or edge conditions to be amended:
  - a. Trail system
    - 1) Define the way the public and private trails interface, their location and how they will be posted. Define the relationship between the public trail system and the golf course and minor arterial and collector roads. Reference should be made to the Open Space Management Plan as it relates to the public trail issues.
    - 2.) Define the trail system along collector streets. Show which trails will meander and how they will relate to the street right-of-way and fencing.



b. Fencing

1) Define the type of fencing permitted adjacent to or abutting the exterior trails. Define all perimeter fencing or fencing that will be visible from the exterior part of the property.

c. Grading and drainage

1) Provide specific details for the treatments of areas which will be visible from the exterior of the project including drainage's and culverts. The cut and fill areas should blend with natural contouring. Identify which areas are to be revegetated and provide planting time frames.

2. Accessory buildings shall be defined further.

**The following information shall be shown on the Tentative Map and reviewed by the Design Review Committee:**

1. Specific fencing details with types, materials and locations. Include fencing details for the rear lot lines.
2. Planting plan with types, materials, density, and location of plants including common areas and street scapes.
3. Grading plan and specific standards for how revegetation will be handled; i.e., time frames for the establishment of plants, how the slopes will be treated, etc.
4. Establish building envelopes, especially the peripheral lots abutting the U.S. Forest Service land. Emphasis should be given to retaining as much area as possible in a natural state, creating a natural transition at the fence line.

If you have any questions or require any assistance, please contact your staff planner, Don Young at 328-3620.

Sincerely,



Cheryl D. Ryan, Planner  
Design Review Committee Facilitator



DEPARTMENT OF PUBLIC WORKS  
BUILDING AND SAFETY DIVISION

PLAN REVIEW

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
PHONE: (702) 328-2020  
INCLINE VILLAGE  
PHONE: (702) 832-4140

THIS SHEET MUST REMAIN WITH PLANS

OWNER Southwest Pointe Associates PHONE 749-5180  
CONTACT PERSON CFA - Brenda Lee-Tan PHONE 856-1150  
CONTROL NUMBER 98-0961 Landscape Plans  
CORRECTIONS

1.) Engineer to provide verification that original ditch capacity per ArrowCreek Loop Road Hydrology Report is not decreased by the proposed landscaping.  
Rec 4/13/98 Ltr. fr. Bryan Sprague

Don,

4/16/98

ArrowCreek had some minor revisions to the Loop Rd Landscape Plans. You have probably signed off on them already - Permit #98-0961. Engineering changes were specifying ditch sections & I believe Utilities had some irrigation changes. Anyway they will be resubmitting and they DEMAND approval ASAP. You will probably need to check the revised plans. Kris

Post-It® Fax Note	7671	Date	3/15/98	# of pages	1
To	Brenda Lee-Tan	From	Kris Klein		
Co./Dept	CFA	Co.	Washoe Co. Engineering		
Phone #		Phone #	328-2046		
Fax #	856-1160	Fax #			

- MAKE CORRECTIONS ON PLAN AND RESUBMIT FOR APPROVAL
- MAKE CORRECTIONS ON ORIGINAL PLAN AND RESUBMIT NEW PLAN

PLANS EXAMINER Kris Klein

DATE: 3/15/98



BOB MILLER  
Governor

JOAN G. KERSCHNER  
Department Director

STATE OF NEVADA  
DEPARTMENT OF MUSEUMS, LIBRARY AND ARTS  
STATE HISTORIC PRESERVATION OFFICE  
100 N. Stewart Street  
Carson City, Nevada 89701-4285

Handwritten initials and a circled 'F' in the top right corner.

RECEIVED  
DEC 17 1997  
WASHOE COUNTY  
COMMUNITY DEVELOPMENT

RONALD M. JAMES  
State Historic Preservation Officer

December 16, 1997

Mr. D. Sumner Young, AICP  
Planner  
Department of Community Development  
Washoe County  
P.O. Box 11130  
1001 East Ninth Street, Building A  
Reno NV 89520-0027

RE: Mitigation Report for ArrowCreek Phase 2, Mount Rose Fan, Washoe County.

Dear Mr. Young:

The Nevada State Historic Preservation Office (SHPO) reviewed the subject document. The SHPO concurs with Washoe County's determination that this report is adequate to mitigate the adverse effects of the proposed development and will prove to be a significant contribution to the archaeological record of Washoe County. The SHPO does not recommend any changes to this document.

The SHPO reminds Washoe County that the petroglyphs identified within the development's boundaries should remain protected from project construction by the avoidance measures outlined in the Treatment Plan. When a final subdivision map is available for this development, please do not hesitate to call on this office to review the long-term petroglyph avoidance plans for this development.

Again, the SHPO appreciates the opportunity to review this document.

If you have any questions concerning this correspondence, please feel free to contact me by phone at (702) 687-5138 or by e-mail at rlpalmer@clan.lib.nv.us.

Sincerely,

Rebecca Lynn Palmer  
Historic Preservation Specialist

cc: James Hutchins, Kautz Environmental Consultants.



November 20, 1997

**Washoe County  
Department of  
Community  
Development**

**Planning Division**

1001 E. Ninth St., Bldg. A  
Post Office Box 11130  
Reno, NV 89520-0027  
Tel: 702-328-3600  
Fax: 702-328-3648

State Historic Preservation Office  
Department of Museums, Library and Arts  
Capitol Complex  
100 Stewart Street  
Carson City, NV 89710

**Subject:** Mitigation Report for ArrowCreek Phase 2  
(fka Southwest Pointe) (DA9-1-93)

Dear Mr. James:

Enclosed is the ArrowCreek mitigation report from Kautz Environmental Consultants, Inc. A separate copy has also been forwarded to William Dancingfeather at the Washoe Tribe. This report has been required in accordance with the Truckee Meadows Regional Plan. The cover letter from Kautz Environmental Consultants has been included. Please let me know if there are concerns with the mitigation report.

The mitigation report is relevant to the following case description:

**Applicant/Property Owner:** Southwest Pointe Partners/Redfield Land Company

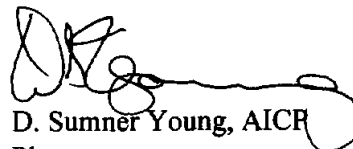
**Request:** Approve a development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The amendment allows the applicant to modify portions of the agreement pertaining to streets, access, drainage, parks and other portions. The total acreage of the project is  $\pm 3,171.6$  acres and it is located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 49-030-12)

John B. Hester, AICP  
Director

W. Dean Diederich, AICP  
Planning Manager

Jess S. Traver, P.E.  
County Building  
Official

Sincerely,



D. Sumner Young, AICP  
Planner

Enclosures

DSY (SHPO017)





# Reno/Tahoe International Airport

P.O. Box 12490 • Reno, NV 89510-2490 • (702) 328-6400 • Fax (702) 328-6510



September 19, 1997

Mr. Dean Diederich  
Washoe County  
Department of Comprehensive Planning  
P.O. Box 11130  
Reno, NV 89520

RECEIVED  
SEP 22 1997  
WASHOE COUNTY  
COMMUNITY DEVELOPMENT

**Re: Arrow Creek**

APN 152-020-06; 152-020-08; 152-020-09; 152-020-10; 152-020-11

(all Southwest Pointe Associates)

152-020-12; 152-020-14; 152-020-15; 152-020-16 & 152-010-08

(all Betty A. Jones & Gerald C. Smith)

Dear Mr. Diederich:

Attached is a copy of the signed and notarized Avigation Easement for Arrow Creek which was a condition of approval requested by the Airport Authority of Washoe County.

Sincerely,

*Johnna M. Knack  
for TV*

Anthony Vagelatos  
Manager, Airport Planning & Environment

AV:bb

## AVIGATION EASEMENT

This indenture made this 10<sup>th</sup> day of September, 1997, between SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware limited liability company; and NELL J. REDFIELD TRUST, (hereinafter referred to as "Grantor"), and the AIRPORT AUTHORITY OF WASHOE COUNTY, a quasi-municipal corporation of the State of Nevada, (hereinafter referred to as "Grantee").

The Grantor, for and in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, paid by the Grantee to the Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to the Grantee, his successors and assigns, a perpetual and assignable easement over the following described parcel of land in which the Grantor holds a fee simple estate, designated on the attached Exhibit "A", attached hereto, and by this reference made a part hereto, and referred to hereinafter as "the Property".

Grantor agrees that it, its heirs, successors, representatives, executors, administrators, and assigns, shall not hereafter erect, or permit the erection or growth of, any structure, tree or other object within 200 feet above the property height.

The Grantor further agrees that the easement and rights hereby granted to the Grantee in and over the Property are for the purpose of granting an easement in the airspace above said Property for the passage of aircraft as now or hereafter may be necessary or desirable and ensuring that the Property shall remain free and clear of any structure, tree, or other object which is or would constitute an obstruction or hazard to the flight of aircraft in landing and taking off at the Reno/Tahoe International Airport (hereinafter referred to as the "Airport"); that these rights shall include, but not be limited to the following:

1. The continuing and perpetual right, at Grantor's expense, to trim or top trees, bushes, shrubs, or any other perennial growth or undergrowth extending into, or which in the future could infringe upon or extend into the approach surface at an elevation of 200 feet above the property height.
2. The right to prohibit the future erection of buildings or other structures which would infringe upon or extend into the approach surface at an elevation of 200 feet above the property height.
3. The right to prohibit use of the Property which would result in the creation of electrical interference or unusual lighting that would interfere with operation of the Airport or aircraft utilizing the Airport.
4. The right, at Grantor's expense, to mark and light as obstructions to air navigation, any and all structures, trees or other objects that may at any time project or extend above the approach surface at an elevation of 200 feet above the property height.

5. The right of ingress to and egress from, and passage over the land of the Grantor within the Property, for the above purposes.
6. For the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the Property, together with the right to cause in the airspace such noise, vibrations, fumes, dust, turbulence, fuel particles and similar activity as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in air, using the airspace or landing at, taking off from or operating on Reno/Tahoe International Airport.

TO HAVE AND TO HOLD said easement and all rights appertaining thereto unto the Grantee, his successors and assigns, until said Reno/Tahoe International Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall run with the land and shall be binding upon the heirs, representatives, administrators, executors, successors, and assigns of the Grantor, and that for the purpose of this instrument, the Property shall be the servient tenement and said Reno/Tahoe International Airport shall be the dominant tenement.

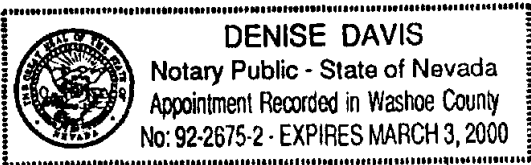
BY GRANTOR:  
 SOUTHWEST POINTE ASSOCIATES,  
 L.L.C., a Delaware limited liability company

By: Jeffery E. Dingman  
 Jeffery E. Dingman, President

STATE OF Nevada )  
 ) ss.  
 COUNTY OF Washoe )

On this 10<sup>th</sup> day of September, 1997, before me, a Notary Public in and for said state, personally appeared Jeff Dingman, who is President of the Southwest Pointe Associates, personally known to me to be the person who executed the above instrument on behalf of said Corporation, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp in the County of Washoe, State of Nevada, the day and year in this certificate first above written.



Denise Davis  
 NOTARY PUBLIC

ACCEPTED FOR Airport Authority of  
Washoe County:

By: *Robert C. White*  
Robert C. White  
Executive Director  
Airport Authority of Washoe County

Date of Acceptance *September 19*, 1997

STATE OF NEVADA        )  
  ) ss.  
COUNTY OF WASHOE    )

On this *19<sup>th</sup>* day of *September*, 1997, personally appeared before me, a Notary Public, Robert C. White, known to me to be the Executive Director of the Airport Authority of Washoe County, a quasi-municipal corporation, the entity that executed the within instrument and acknowledged to me that such entity executed the same.

*Karen Chmelovsky*  
NOTARY PUBLIC

WHEN RECORDED, RETURN TO:

Anthony Vagelatos, Manager  
Airport Planning & Environment  
Airport Authority of Washoe County  
P.O. Box 12490  
Reno, Nevada 89510





EXHIBIT "A"

DESCRIPTION  
AVIGATION EASEMENT

Portions of Sections 3, 10, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada, more particularly described as follows:

Parcel 2A of Survey Map 3150, as shown on the plat thereof, recorded November 27, 1996, as Document No. 2051794, Official Records of Washoe County, Nevada;  
(APN 152-020-06);

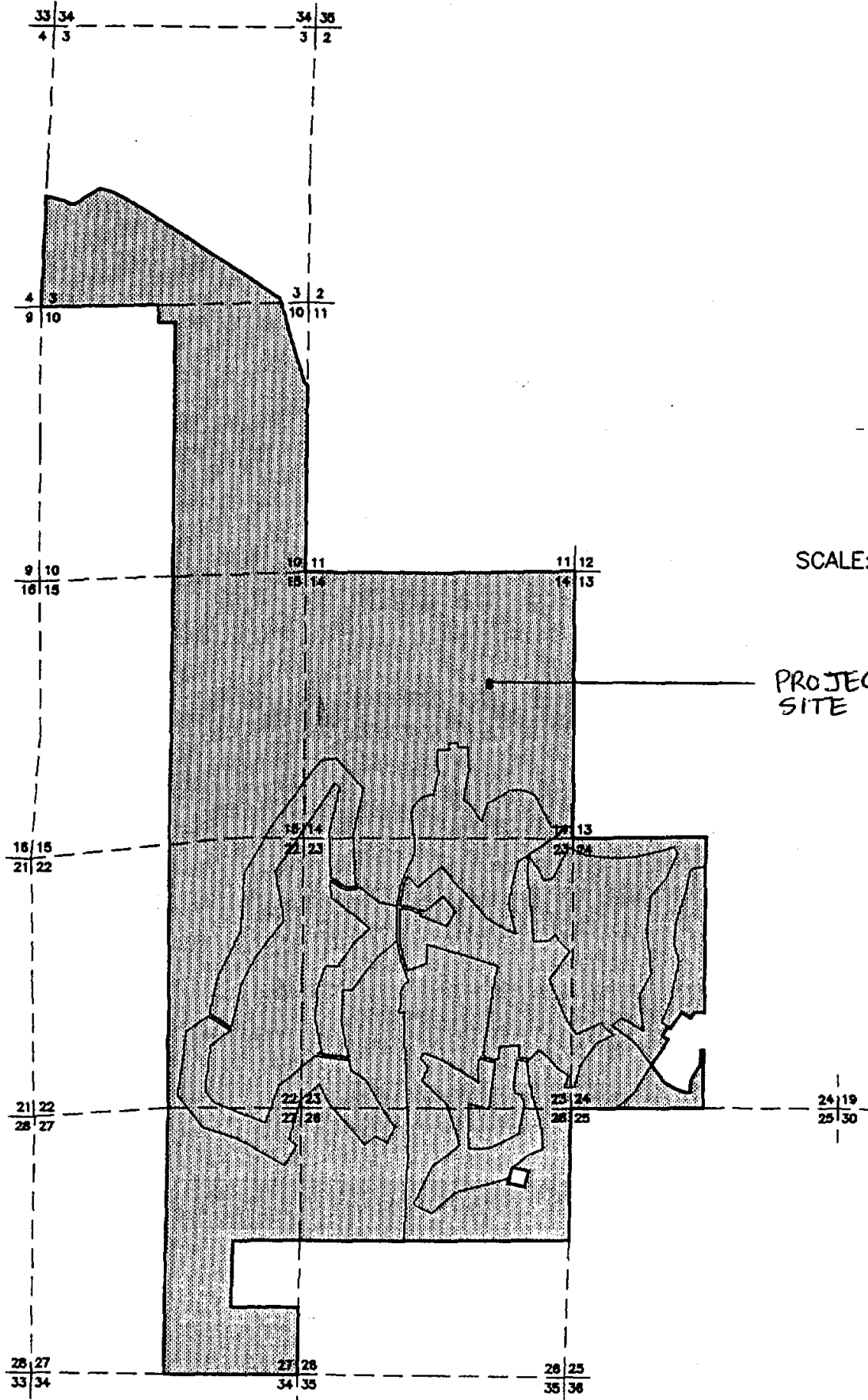
Parcels 1, 2, 3 and 4 of Parcel Map 3153, as shown on the plat thereof, recorded January 16, 1997, as Document No. 2064609, Official Records of Washoe County, Nevada;  
(APN 152-020-08, 152-020-09, 152-020-10, and 152-020-11);

Parcel 1 of Parcel Map 3186, as shown on the plat thereof, recorded March 28, 1997, as Document No. 2083875, Official Records of Washoe County, Nevada;  
(APN 152-020-12);

Parcels 1, 2, 3 and 4 of Parcel Map 3215, as shown on the plat thereof, recorded June 2, 1997, as Document No. 2104035, Official Records of Washoe County, Nevada;  
(APN 152-020-14, 152-020-15, 152-020-16, and 152-010-08).

Containing 3247 acres, more or less.

Exhibit "A"



SCALE: 1" = 3000'

PROJECT SITE

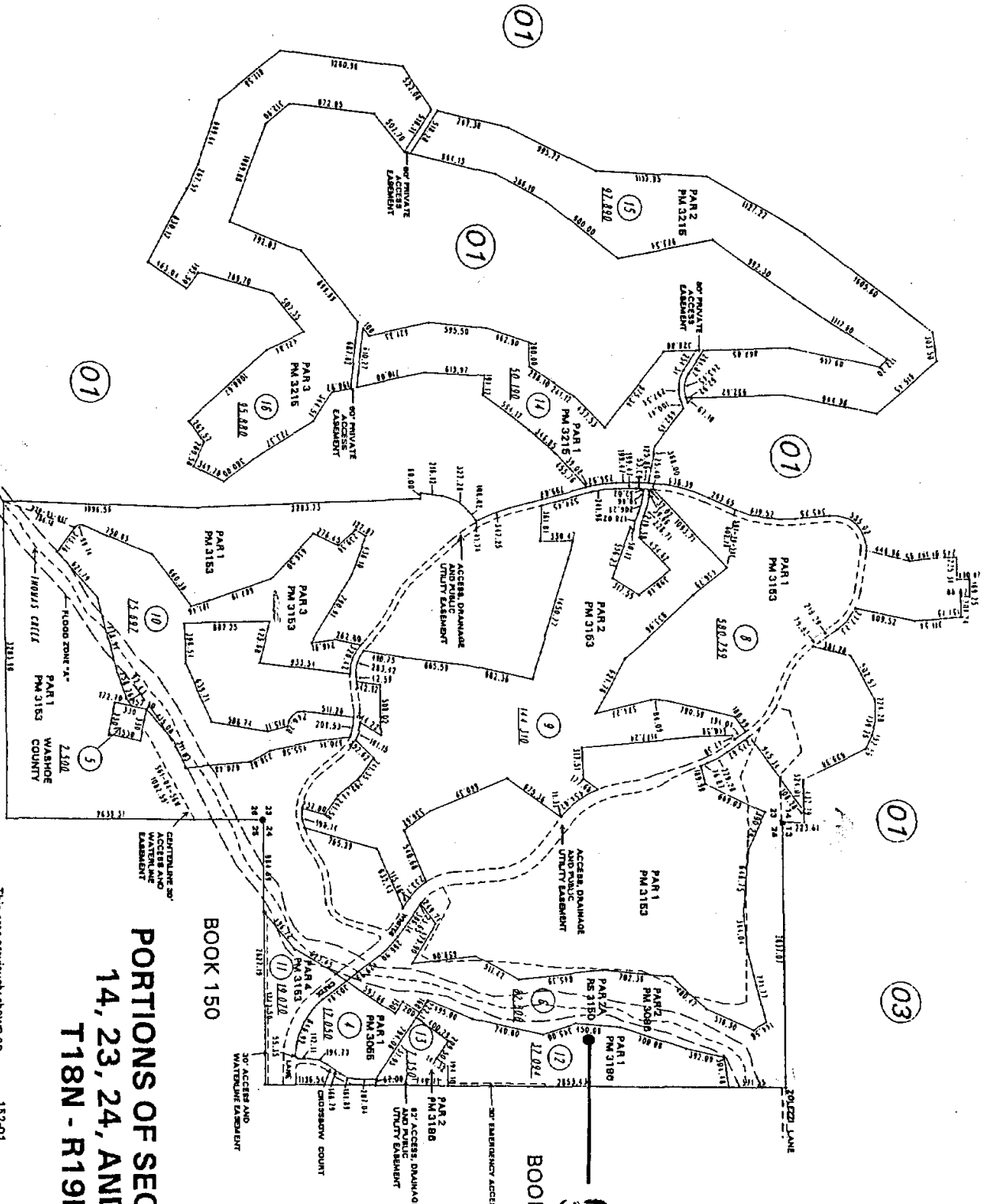
EXHIBIT  
AVIGATION EASEMENT

Exhibit "A"

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

Office of Washoe County Assessor, Nevada - Robert W. McGowan

BOOK 150



PORTIONS OF SECTIONS  
14, 23, 24, AND 26  
T18N - R19E

This area previously shown on 182-01  
NOTE:  
ASSESSOR'S BLOCK NUMBERS SHOWN IN ELLIPSES  
ASSESSOR'S PARCEL NUMBERS SHOWN IN CIRCLES

Drawn by K.L. 10/4/88  
Revised G.Z. 6/23/87



PORTIONS OF SECTIONS 3, 10, 14,  
15, 22, 23, 24, 26, AND 27  
T18N - R19E

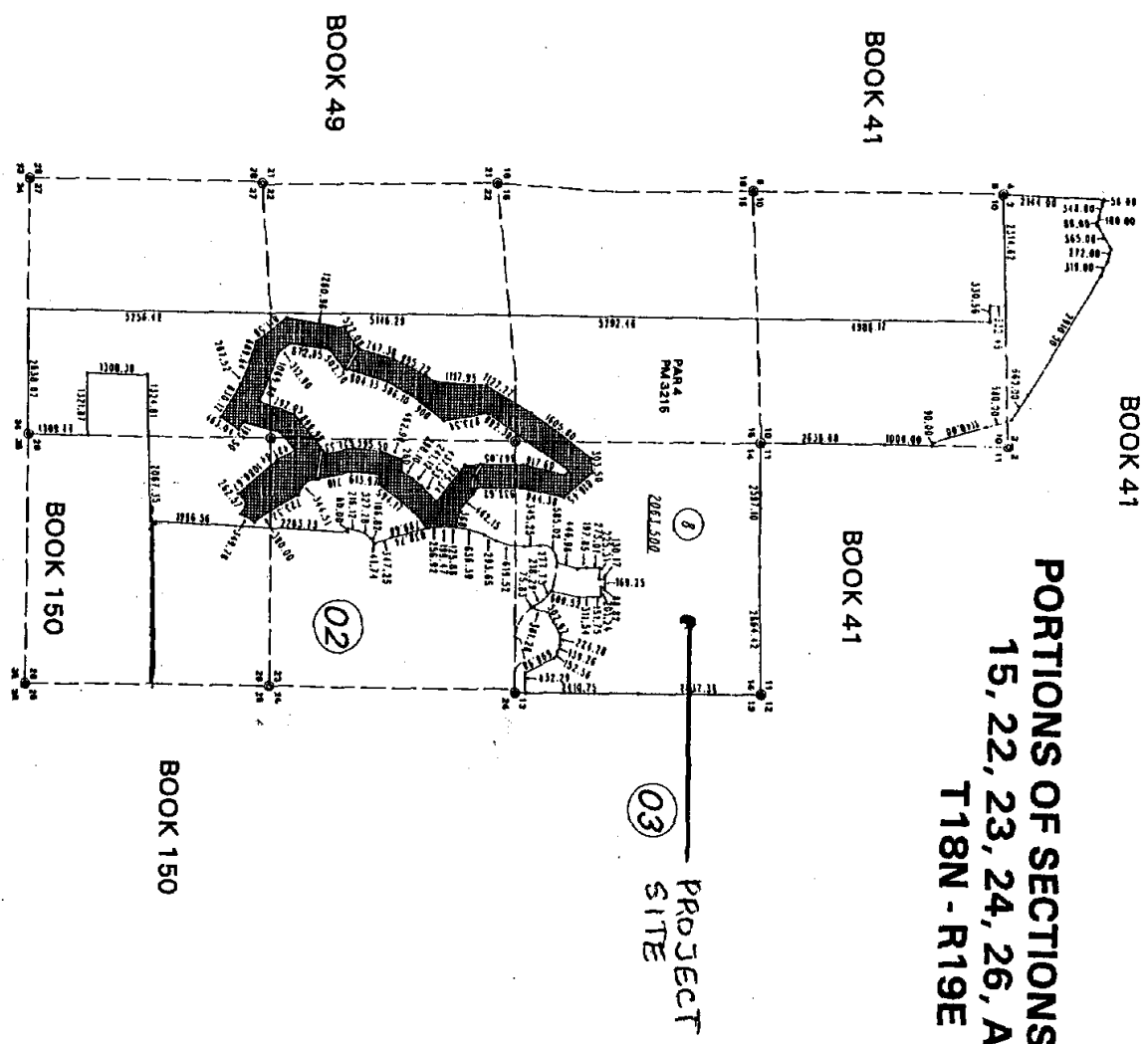


Exhibit "A"

See Page 2

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

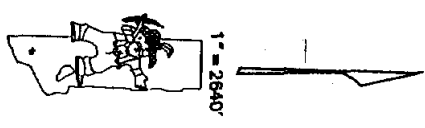
Office of Washoe County Assessor, Nevada - Robert W. McGowan

This area previously shown on 41.03 & 48.01

NOTE:  
ASSESSOR'S BLOCK NUMBERS SHOWN IN ELLIPSES  
ASSESSOR'S PARCEL NUMBERS SHOWN IN CIRCLES

Drawn by: KL 8/27/98  
Revised: 9/23/97

(Scale: 1" = 1/4 Mile)





BOB MILLER  
Governor

JOAN G. KERSCHNER  
Department Director

STATE OF NEVADA  
DEPARTMENT OF MUSEUMS, LIBRARY AND ARTS  
STATE HISTORIC PRESERVATION OFFICE

Capitol Complex  
100 Stewart Street  
Carson City, Nevada 89710

RONALD M. JAMES  
State Historic Preservation Officer

RECEIVED  
SEP 22 1997  
WASHOE COUNTY  
COMMUNITY DEVELOPMENT

September 18, 1997

Mr. D. Sumner Young, AICP  
Planner  
Department of Community Development  
Washoe County  
P.O. Box 11130  
1001 East Ninth Street, Building A  
Reno NV 89520-0027

RE: Proposed Arrow Creek Parkway, Mount Rose Fan, Washoe County.

Dear Mr. Young:

The Nevada State Historic Preservation Office (SHPO) reviewed the proposed project. The SHPO concurs with the consultant's findings that the *portions of the following sites* within the proposed parkway corridor are not regionally-significant:

- |                        |                          |
|------------------------|--------------------------|
| 26Wa2033 (Locus 16-3); | 26Wa6266 (Loci D and E); |
| 26Wa6304;              | 26Wa6305;                |
| 26Wa6306;              | 26Wa6307;                |
| 26Wa6308.              |                          |

The portions of these sites outside of the corridor will remain unevaluated. The subject inventory was sufficiently wide to ensure that the unevaluated portions will not be affected by the parkway construction.

The SHPO notes that a segment of the Steamboat Ditch is located in the path of the parkway. In order to determine what effect construction of the parkway might have on this regionally-significant ditch, the SHPO requests construction plans when available.

If you have any questions concerning this correspondence, please feel free to contact me by phone at (702) 687-5138 or by e-mail at [rlpalmer@clan.lib.nv.us](mailto:rlpalmer@clan.lib.nv.us).

Sincerely,

Rebecca Lynn Palmer  
Historic Preservation Specialist



BOB MILLER  
Governor

JOAN G. KERSCHNER  
Department Director

STATE OF NEVADA  
DEPARTMENT OF MUSEUMS, LIBRARY AND ARTS  
STATE HISTORIC PRESERVATION OFFICE  
Capitol Complex  
100 Stewart Street  
Carson City, Nevada 89710

RONALD M. JAMES  
State Historic Preservation Officer

September 18, 1997

Mr. D. Sumner Young, AICP  
Planner  
Department of Community Development  
Washoe County  
P.O. Box 11130  
1001 East Ninth Street, Building A  
Reno NV 89520-0027

RE: Proposed Historic Properties Treatment Plan for Site 26Wa5461, Montreux  
Joint Venture, Carson Range, Washoe County.

Dear Mr. Young:

The Nevada State Historic Preservation Office (SHPO) reviewed proposed Historic Properties Treatment Plan. The SHPO has the following comments on this Plan:

1. The Plan proposes to excavate several 1m x 1m units (minimum of 5) within a rock-walled feature and shovel probe within feature 3. What percentage of these features does the consultant estimate the units and probes will sample?
2. A metal detector sweep of the site could prove useful in recovering some of the site's data potential. If the detector identifies a significant deposit in this area, additional excavation units could be used to uncover the find.

Please note that the SHPO did not review this project for federal agency compliance with Section 106 of the National Historic Preservation Act of 1966, as amended. If federal funds or a federal permit are required for the completion of this project, federal agency consultation with this office is necessary for compliance with Section 106 of the Nation Historic Preservation Act of 1966, as amended.

If you have any questions concerning this correspondence, please feel free to contact me by phone at (702) 687-5138 or by e-mail at [rlpalmer@clan.lib.nv.us](mailto:rlpalmer@clan.lib.nv.us).

Sincerely,

A handwritten signature in cursive script that reads "Rebecca Lynn Palmer".  
Rebecca Lynn Palmer  
Historic Preservation Specialist



September 4, 1997

Washoe County  
Department of  
Community  
Development  
Planning Division  
1001 E. Ninth St., Bldg A  
Post Office Box 11130  
Reno, NV 89520-0027  
Tel: 702-328-3600  
Fax: 702-328-3648

Mr. William Dancingfeather  
Washoe Tribe  
919 US 395 South  
Gardnerville, NV 89410

Subject: Historic Preservation Treatment Plan for Montreux  
(TM1-1-96 and SPW7-12-92)  
Cultural Resources Inventory of the Proposed ArrowCreek Parkway  
(fka Southwest Pointe) (DA9-1-93)

Dear Mr. Dancingfeather:

Please find enclosed the subject documents. Separate copies have also been forwarded to the State Historic Preservation Office, Department of Museums, Library and Arts.

The Historic Preservation Treatment Plan is relevant to the following case description:

Applicant/Property Owners: Montreux Joint Venture/Jaksick, Reimers, Jasmine  
Requested Action: To develop a 558-lot, single-family residential, common open space subdivision on a  $\pm 629.8$  acre site. Lots will range in size from a minimum 8,000 square feet to  $\pm 1$  acre and will average  $\pm 25,324$  square feet. Common open space of  $\pm 54.8$  acres will include wetlands and landscaped areas. Additionally,  $\pm 202$  acres will be utilized for a previously-approved 18-hole golf course and related facilities. The project consists of five parcels totaling  $\pm 629.8$  acres which are designated Low Density Suburban (LDS) and General Rural (GR) in the Forest Area Plan. The property is located south of the Mount Rose Highway (SR 431) at treeline. The parcels are situated in portions of Sections 2, 3 and 11, T17N, R19E, MDM, Washoe County, Nevada. (APN at time of approval: 047-040-48, 047-040-51 formerly 047-040-49, 047-170-11 & 12, and 047-210-02)

Please note that this report has been in the hands of this department for more than one month. It had been misplaced within the case file and only discovered when Richard Adkins of Summit Envirosolutions had contacted us about the outcome of the survey. If there is any way to shorten the review times noted at the last paragraph of this letter, it would be appreciated. Since this apparently is an historic site, perhaps that will facilitate review.

John B. Hester, AICP  
Director

W. Dean Diederich, AICP  
Planning Manager

Jess S. Traver, P.E.  
County Building  
Official

The improvement of the ArrowCreek Parkway was a requirement of the Development Agreement for Southwest Pointe and the Cultural Resources Inventory of the Proposed ArrowCreek Parkway is relevant to the following case description:



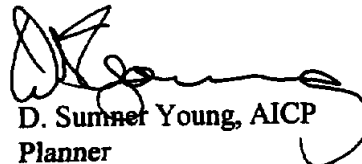
Letter to: William Dancingfeather  
Subject: Archaeological Reports  
September 4, 1997  
Page 2

**Applicant/Property Owner: Southwest Pointe Partners/Redfield Land Company**

**Requested Action:** To approve a development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The amendment allows the applicant to modify portions of the agreement pertaining to streets, access, drainage, parks and other portions. The total acreage of the project is  $\pm 3,171.6$  acres and it is located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN at time of approval: 49-010-04, 49-010-10 and 49-030-12)

Please let us know within six weeks from the date of this letter whether the Cultural Resources Inventory of the Proposed ArrowCreek Parkway has been found to be acceptable or not. Please let us know within four weeks from the date of this letter whether the Historic Preservation Treatment Plan for Montreux has been found to be acceptable or not. After those times, Washoe County will assume no response to be an acceptance of the reports and with the understanding that permits may be issued. If you have any question, please contact Don Young at the letterhead address or by telephone at (702) 328-3620.

Sincerely,



D. Sumner Young, AICP  
Planner

Enclosures

DSY (SHPO016)



Date: Thu 8-14-1997 16:19

Name: Riolo, Rich

Company: SFPD-NDF

Phone: 849-2376

Status: Please Call

Message: ArrowCreek: Unpaved 24' emergency access road (south lanes of AC Parkway), is OK. North lanes are paved.  
1020



# DISTRICT HEALTH DEPARTMENT

## AIR QUALITY MANAGEMENT DIVISION

RECEIVED

DEC 09 1996

CFA

CONDITIONAL DUST PLAN APPROVAL #D96032

FOR

Southwest Pointe (aka Arrow Creek)

**\*\*\*PHASED GRADING\*\*\* 130 ACRES MAXIMUM ALLOWABLE DISTURBANCE FOR THIS PHASE**

**Property Owner: Southwest Pointe Associates L.L.C.**

The following requirements are special conditions of approval for this dust control plan in addition to the standard conditions noted in the plan application. The special conditions noted below must be followed in all activities covered in this plan application.

1. PHASE GRADING NOT TO EXCEED ONE HUNDRED THIRTY ACRES WILL INCLUDE THE FOLLOWING AREAS:

Phased grading is to proceed as follows as per the dust control application materials submitted November 21, 1996:

Phase 1: Palmer Holes 1, 2, 8, 9, 10, 11, 12 and Driving Range. Start Date January 5, 1996/Complete Date January 29, 1997 (acreage disturbed 46 acres); Phase 2: Palmer Holes 13, 14, 15, 16, 17, 18 Start date January 29, 1997/Complete Date February 9, 1997 (22 acres); Phase 3: Palmer Holes 3, 4, 5, 6, 7 Start date February 9, 1997/Complete date March 2, 1997 (30 acres). Phase 4: Harbottle Holes 1, 2, 15, 16, 17, 18 Start date March 2, 1997 /Complete date March 23, 1997 (47 acres). Phase 5: Harbottle Holes 3, 4, 5, 6, 7, 8, 9 Start date March 23, 1997/Complete date April 13, 1997 (42 acres). Phase 6: Harbottle Holes 10, 11, 12, 13, 14 Start date April 13, 1997/Complete date April 27, 1997 (29 acres).

The operator shall complete and stabilize acreage sufficient to insure that no more than 130 acres are open and unstabilized at any one time. Stabilization methods shall include but not be limited to: revegetation, application of palliatives, paving, sprinkler coverage and wind fences. Complete date Contractor will provide notification to A.Q.M.D. prior to starting any new phase. In the event that any start/completion date is exceeded, the contractor shall provide written notification to A.Q.M.D.

CONDITIONAL DUST CONTROL PLAN APPROVAL NUMBER D96032  
Southwest Springs \*\*\*\*PHASED GRADING\*\*\* 130 ACRES

page 2

2. AT LEAST ONE (1) WATER TRUCK FOR EACH TWENTY (20) ACRES ARE TO BE PROVIDED, OPERATIONAL AND IN USE ASSIGNED TO THIS PHASE OF THE PROJECT. GRADING IS NOT TO EXCEED AREAS OUTLINED IN CONDITION NUMBER ONE OF THIS PLAN. Water trucks shall apply appropriate dust control to prevent fugitive dust emissions resulting from grading activity and/or gusty wind conditions 24 HOURS PER DAY 7 DAYS PER WEEK. During summer months with high winds and excessive heat, watering should continue until the early evening (at least until 7:00 p.m.). CESSATION OF OPERATIONS IS REQUIRED IF FUGITIVE DUST CANNOT BE CONTROLLED AS A RESULT OF EQUIPMENT OPERATIONS AND/OR GUSTY WIND CONDITIONS. CONTINUED WATERING OF THE PROJECT IS REQUIRED IF CESSATION OF OPERATIONS OCCURS.
3. If violations of 040.030 of the Washoe County District Board of Health Regulations occur, the applicant shall be required to perform additional mitigation of excessive dust such as cessation of grading operations pending the application of an approved dust palliative that is environmentally safe and does not cause noxious odors or pose a ground water contamination threat; revegetation; portable sprinkler systems and/or other District approved dust control measures.  
  
Additional mitigation shall be implemented no later than 48 hours from the date of notification of violation.
4. Dust control of the 3:1 slopes is the responsibility of the developer and/or contractor. Effective control of this portion of the project may not be achieved solely by the use of water trucks alone. Therefore, additional measures such as water cannons or portable sprinkler systems or other approved methods shall be used during slope disturbance. Slopes are to be revegetated or stabilized within 45 days of the completion of slope grading.

Southwest Pointe (aka Arrow Creek)  
CONDITIONAL DUST CONTROL PLAN APPROVAL NUMBER D96032

page 3

5. The applicant shall be required to provide notification to A.Q.M.D. staff once areas addressing this dust control plan have been stabilized. A.Q.M.D. staff will inspect the areas for stabilization. If stabilization meets staff criteria, the applicant shall be allowed to proceed with additional grading. Prior to any additional grading activity an amendment of this dust control plan must be filed and approved by A.Q.M.D. staff.
6. The applicant is required to notify A.Q.M.D. staff in writing should any portion of property addressed in this plan be sold to a new owner. A new dust control plan shall be filed by all new owners prior to disturbance of soil.
7. When paved road surfaces are installed, any soil tracked onto adjoining paved roadways will be promptly removed by wet broom or washing. Regular vacuum or wet sweeping will be performed at least weekly and more often if necessary or ordered by the Control Officer.
8. Any soil or fill storage piles operated or maintained as a part of this phased project covered or wetted down sufficiently to prevent wind blown dust. Screening activities shall be controlled for fugitive dust by the use of water application or other control methods sufficient to mitigate dust emissions.
9. Dust emissions generated on any entrance or exit haul roads due to equipment operations or gusty wind conditions must be controlled by the use of water application or an appropriate dust palliative 24 hours per day 7 days per week.
10. The applicant shall implement additional dust control measures such as extra water trucks, revegetation, palliatives wind fencing etc., should the aforementioned fail to control fugitive dust emissions from this project.

CONDITIONAL DUST CONTROL PLAN APPROVAL D96032  
Southwest Pointe (aka Arrow Creek)

page 4

11. All operators who clear more than five (5) acres may also need an NPDES permit addressing water quality issues related to storm run-off from the Nevada Division of Environmental Protection. Contact Robert Saunders, Bureau of Water Pollution Control, at (702) 687-5065 for further information.
12. ANY CHANGES MADE TO THIS DUST CONTROL PLAN shall be submitted to the District and must receive approval from the Control Officer prior to enactment.
13. All project managers/supervisors for any contractor involved in work on this project shall be required to have a copy of this dust control plan on site and familiar with all provisions. The copy shall be made available to the A.Q.M.D. control officer upon request.

  
Control Officer

December 3, 1996  
Date

June 3, 1998  
Expiration Date

\*\* THIS IS NOT A GRADING PERMIT -- these conditions address \*\*  
dust control once the grading permit is obtained. If the  
grading permit is denied this plan is void.

QUALITY MANAGEMENT DIVISION

401 RYLAND STREET, STE. 331, P.O. BOX 130  
RENO, NEVADA 89520-0027 (702) 784-7200

FEE: 1 TO 4.99 ACRES \$ 60.00  
5 OR MORE ACRES \$105.00 (1/1/96) \$110-

# D96032

REQUIRED INFORMATION FOR DUST CONTROL PLAN

\*\*\*\*\*  
THE "APPLICANT" IS RESPONSIBLE FOR ALL DUST CONTROL 24 HOURS A DAY, 7 DAYS A WEEK INCLUDING WEEKENDS AND HOLIDAYS, FROM COMMENCEMENT OF PROJECT OR FINAL COMPLETION.  
\*\*\*\*\*

\* The "Applicant" must be the Property Owner/Developer, and the Dust Control Plan must be signed by the Applicant or his/her Attorney in Fact. The plan will be denied if not signed by the Applicant or his/her Attorney in Fact.

- 1. Name of Development: Southwest Pointe (aka. ArrowCreek)
- 2. Specific Location: West of Zolezzi Lane and Thomas Creek Road, North of Saddlehorn
- 3. Address of Development: White's Creek Lane
- 4. Type of Project: Golf Course
- 5. Size of Project (acres): 200± acres total

NOTE -- All operators who clear more than five (5) acres may also need an NPDES permit addressing water quality issues related to storm run-off. Contact Robert Suanders, Bureau of Water Pollution Control, Nevada Division of Environmental Protection, at (702) 687-5065 for further information.

- 6. \*APPLICANT -- Name and Address of Property Owner/Developer:  
Southwest Pointe Associates L.L.C.  
PO Box 12460  
Reno, NV 89510-2460

Phone Number: (702) 856-1150 Fax Number: (702) 856-1160

- 7. Name and Address of Project Engineer/Consultant:  
CFA, Inc.  
1150 Corporate Blvd.  
Reno, NV 89502

Phone Number: (702) 856-1150 Fax Number: (702) 856-1160

- 8. Name and Address of General Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number: ( ) -
- 9. Name & Address of Grading/Excavating Contractor  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number: ( ) -

11000 2  
11 21  
A7782

10. Proposed Construction Dates (per phase):  
On-site Grading/Excavation - Start: 12/1/96 Complete: 5/1/97

Building Construction - Start: \_\_\_\_\_ Complete: \_\_\_\_\_

NOTE -- Dust Control Plans are valid for eighteen (18) months from the date the Plan is approved. If the project is not completed or has not commenced by that date, the Applicant must notify the Air Quality Management Division. Failure to do so will result in the Plan expiring and could result in a citation.

- 11. Will fill material be required: Yes \_\_\_\_\_ No X
- 12. Will there be an excess of native material as a result of excavation: Yes \_\_\_\_\_ No X
- 13. Amount of Material to be excavated (yd<sup>3</sup>): 590,000+ CY
- 14. Is there a soil analysis report available? Yes X No \_\_\_\_\_ On-site soil type: \_\_\_\_\_
- 15. Method of dust control to be utilized (per phase):  
(attach a map showing dust control strategy-utilize scale with contours)

Water Truck 3 min, 6 max. (number of trucks)  
 Chemical Sealant \_\_\_\_\_ (type - attach MSDS)  
 Sprinklers/ Water Cannons \_\_\_\_\_ (locations)  
 Compaction \_\_\_\_\_  
 Enclosure \_\_\_\_\_ (fences, windbreak)  
 Revegetation Golf Course Seeding (type and attach seeding schedule)  
 Will temporary irrigation be supplied: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Speed Limits \_\_\_\_\_  
 Other \_\_\_\_\_

NOTE -- If "final grade" has been completed, the area must be stabilized by construction/landscaping, revegetation, chemical sealant, or other approved method(s) of dust suppression. Dust suppression must continue regardless of construction status.

- 16. Method to control mud and soil being tracked onto adjacent paved roadway: Daily street cleaning on Thomas Creek Road  
Daily street cleaning will be required if necessary.
- 17. Will the construction site(s) be secured (fences, barriers, etc.) to prevent unauthorized traffic? Yes X No \_\_\_\_\_ Gate at bridge.
- 18. Persons to be contacted during non-working hours in case of dust problems:  
Name & telephone number: \_\_\_\_\_  
Name & telephone number: \_\_\_\_\_
- 19. The Applicant's (Owner/Developer) signature or that of his Attorney-in-Fact on this application shall constitute agreement by the Applicant to accept responsibility for meeting the "Conditions of Plan" (attached):

Jeff Dingman, Southwest Pointe Associates L.L.C.  
 Print/Type Applicant's Name  
X Jeff Dingman  
 Signature  
 Date: Nov. 20, 1996

Revised - 3/94

WASHOE COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF SEX, RACE, COLOR, AGE, RELIGION, DISABILITY OR NATIONAL ORIGIN IN THE ACTIVITIES AND/OR SERVICES WHICH IT PROVIDES. IF YOU HAVE ANY QUESTIONS, PLEASE CALL WASHOE COUNTY PERSONNEL DIVISION - 328-2080; TDD #328-3685.

**"CONDITIONS OF PLAN"**

1. The Applicant presents and agrees to implement an acceptable method to prevent particulate matter from becoming airborne, i.e. application of water with water truck or sprinklers, wind screens, speed limits, etc.
2. The Applicant presents and agrees to implement an acceptable method of soil stabilization when the project is finished.
3. The Applicant agrees in writing to take additional precautions as may be reasonably prescribed by the Air Quality Management Division, consistent with the provisions of Section 040.030 of the District Board of Health Regulations Governing Air Quality Management.
4. The Applicant agrees in writing to suspend all or part of his activities which are related to or which may contribute to a violation of Section 040.030 of the Air Quality Regulations, if he cannot provide satisfactory control of airborne particulate, or upon request of the Air Quality Management Division. (i.e. High and/or adverse wind conditions)
5. Other conditions or areas which will require particular attention:
  - a. Unimproved access roads used for entrance to or exit from the construction site;
  - b. Areas in and around building(s) being constructed;
  - c. Dirt and mud deposited on adjacent improved streets and roads as a result of the construction which could result in a dust problem;
  - d. Restricting use of vehicles on and around the construction site, and limiting the speed of vehicles to prevent the generation of airborne dust;
  - e. Roads which are disturbed, removed, etc., as a result of the construction.
6. The Applicant is responsible for all dust control 24 hours a day, 7 days a week including weekends and holidays, from commencement of project to final completion.
7. The Applicant presents and agrees to prevent any open burning which shall include, but is not limited to, open fires for disposal of trash, hand warming, etc.
8. This plan must be available on-site, and the site is subject to the right of inspection by the an Air Pollution Investigator at any time. If the Investigator ascertains that a present or potential sand or dust particulate problem exists, additional conditions may be specified.
9. Upon notification by the Air Quality Management Division that an Air Pollution Emergency Episode condition exists, the Applicant agrees to suspend all or part of his activities until the Emergency Episode condition is terminated.
10. Dust Control Plans are valid for eighteen (18) months from the date the Plan is approved. If the project is not complete, and the remaining land disturbance is one acre or greater, the Plan must be renewed and approved prior to the expiration date.
11. Once "final grade" has been completed, the area must be stabilized by construction/landscaping, revegetation, chemical sealant, or other approved method(s) of dust suppression.
12. If required, Applicant must obtain and NPDES permit addressing water quality issues related to storm runoff. This permit is issued by the Nevada Division of Environmental Protection - Contact Robert Suanders at (702) 687-5065 for further information.

Problem areas or potential problem areas which may be pointed out by the Air Pollution Control Investigator must be controlled as soon as possible after being brought to the attention of a responsible individual in the employment of the Applicant, Prime Contractor, or Grading and Excavating Contractor.



**TO BE COMPLETED BY STAFF UPON SUBMITTAL**

---

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Plan Review Fee Paid:

\_\_\_\_\_ **Amount Paid**

\_\_\_\_\_ **Date**

---

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Plan Approved:

\_\_\_\_\_ **Date**

See attached cover sheet for additional/re-iteration of conditions.

Plan Expires:

\_\_\_\_\_ **Date**

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Plan Denied:

\_\_\_\_\_ **Date**

Reason:

\_\_\_\_\_  
\_\_\_\_\_

## SOUTHWEST POINTE GOLF COURSE GRADING DUST CONTROL PLAN

### OBJECTIVE

To minimize the impacts to adjacent properties and surrounding area from wind blown dust as a result of construction/grading activities.

### PROJECT DESCRIPTION

The entire Southwest Pointe project consist of 1090 residential single family lots, two 18-hole golf courses, clubhouse, and a swim/tennis facility. Initial construction phase is for the grading of the two golf courses and incidental improvements necessary for the grading operation. Construction of the golf courses involves mass grading operations, screening of materials for topsoil production, shaping, irrigation system installation, and seeding.

Golf Course #1 - Design golf course architect is Palmer Course Design, therefore this course will typically be referred to as the Palmer Course. This is the lower of the two courses in elevation. The routing is generally along Thomas Creek in the eastern portion of the project.

Golf Course #2 - The golf course architect is John Harbottle, hence, this course will frequently be called the Harbottle Course. This course is generally at the higher elevations on the site along Dry Creek.

Incidental Improvements - To gain access to the site a construction access road will be constructed from Thomas Creek Road to the project. This is within the alignment of future White's Creek Lane. There is a bridge crossing to be constructed over Thomas Creek at the project entrance. For dust control purposes, the County water production well TH1 is being developed. This well will be used to fill either an adjacent lake or temporary water storage tanks with adequate storage.

### SCHEDULE AND PHASING

The grading construction schedule is anticipated to take approximately four and one-half (4-1/2) months. Phasing is proposed as follows:

Phase 1 - Golf holes 1, 2, 8, 9, 10, 11 and 12 of The Palmer Course, along with the driving range. Total disturbance is 46 acres and approximately 123,000 cubic yards. Duration would be about 3-1/2 weeks.

Phase 2 - Golf holes 13 through 18 of The Palmer Course. Total disturbance is 22 acres and approximately 52,000 cubic yards. Duration would be 1-1/2 weeks.

Phase 3 - Golf holes 3 through 7 on The Palmer Course. This would finish the first golf course. Total disturbance is 30 acres and 116,000 cubic yards. Duration would be 3 weeks.

Phase 4 - Golf holes 1, 2, 15, 16, 17 and 18 of The Harbottle Course. This includes 47 acres of disturbance and 113,000 cubic yards. Duration will be three weeks.

Phase 5 - Golf holes 3 through 9 of The Harbottle Course. Disturbance is 42 acres and 106,000 cubic yards. Duration would be 3 weeks.

Phase 6 - Golf holes 10 through 14 of The Harbottle Course. Disturbance is 29 acres and 80,000 cubic yards. Duration would be 2 weeks. This will complete the second golf course.

total disturbed acreage = 216 acres  
total earthwork volume = 590,000 cubic yards  
total construction duration = 16 weeks

This schedule and phasing plan is based on moving 6,000 CY per day. If 20 gallons of water is needed for each cubic yard of dirt moved, then water requirement is 120,000 gallons per day. Water well TH1 produces 350 gallons/minute, or 126,000 gallons in six hours. This is therefore adequate production for dust control purposes.

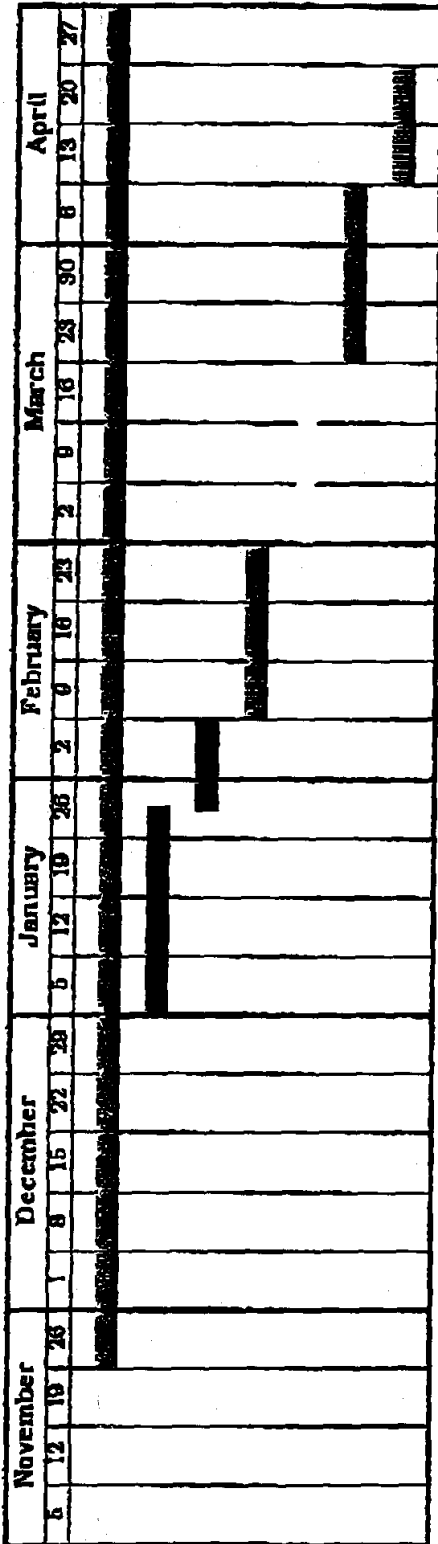
#### PROPOSED DUST CONTROL MITIGATION

Water trucks will be used to control dust based on one truck for every twenty-five (25) acres of disturbed area. Water consumption will be 120,000 gallons per day. The first phase of construction will have a maximum of 46 acres disturbed at any given time, therefore, two water trucks will be used. In addition, one backup water truck will be on site at all times. The maximum area left disturbed at any given time will be 100 acres, or 4 water trucks.

As the holes are graded subsequent phases of construction will commence. This includes drainage, irrigation, shaping, etc. For this phase of construction one water truck for every 60 acres will be used to maintain the dust control effort. If holes are to be left for an extended length of time (30 days), dust palliatives or seeding with rough grasses would substitute for water trucks.

It is anticipated that by grading both courses during the winter months (December, January and February), the dust hazard potential will be at the lowest. For this reason, it is advantageous to complete all the grading by March or April.

**SOUTHWEST POINTE GOLF COURSES  
GRADING CONSTRUCTION PHASING PLAN**



Incidental Projects

- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5
- Phase 6

Construction Phase	Course Name	Graded Holes	Disturbed Area	Earthwork Volume	Construction Duration
1	Palmer	1, 2, 8, 9, 10, 11, 12, and Driving Range	46 Acres	128,000 CY	9 1/2 Weeks
2	Palmer	13, 14, 15, 16, 17, 18	22 Acres	52,000 CY	1 1/2 Weeks
3	Palmer	3, 4, 5, 6, 7	30 Acres	116,000 CY	9 Weeks
4	Harbottle	1, 2, 15, 16, 17, 18	47 Acres	113,000 CY	9 Weeks
5	Harbottle	3, 4, 5, 6, 7, 8, 9	42 Acres	106,000 CY	9 Weeks
6	Harbottle	10, 11, 12, 13, 14	29 Acres	80,000 CY	2 Weeks
			216 Acres	690,000 CY	16 Weeks



**Washoe County  
Department of  
Community  
Development**

1001 E. Ninth St., Bldg A  
Post Office Box 11130  
Reno, NV 89520-0027  
Tel: 702-328-3600  
Fax: 702-328-3648

July 16, 1997

**Britta Tryggvi  
CFA, Inc  
1150 Corporate Blvd.  
Reno, Nevada 89502**

**Subject: Action of the Design Review Committee for Development  
Agreement DA9-1-93 (Arrowcreek Subdivision - Whites  
Creek Lane Extension)**

Dear Britta:

The Design Review Committee evaluated the design of Whites Creek Lane for any impacts on the adjacent homes to the north of Fieldcreek Ranch such as fencing, berms, and lowering travel lanes at its regular meeting on July 10, 1997. The Committee took the following action regarding your project:

1. APPROVED the project with the following modifications.

**Fencing**

- a. Fencing material shall be the "Woodcreef" pre-cast fencing, as presented, and in the color known as San Diego Buff and shall be generally six feet in height.
- b. The height of the fencing shall be six feet and shall be transitioned from six feet to four feet at both ends.

**Landscaping**

- c. Native species with temporary seasonal irrigation shall be provided through hydroseeding, including Bitterbrush, Desert Peach and Rabbit Brush.
- d. The landscaping shall incorporate clustering of boulders, approximately fifty percent below ground, to soften the effect of the slope cut, incorporating random large plant material.

John B. Hester, AICP  
Director

Jess S. Traver, P.E.  
County Building  
Official



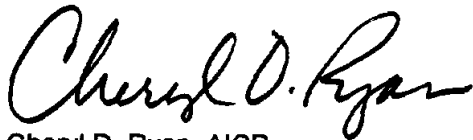
Letter to: Britta Triggvi  
Subject: Action of the DRC for Development Agreement  
DA9-1-93(Arrow Creek Subdivision)

Date July 16, 1997

Page 2

This approval is valid after 10 days of the action by the Design Review Committee. During this time an aggrieved party may file an appeal in writing to the Director of the Community Development Department. If you have any questions or require any assistance, please contact me at 328-3613.

Sincerely,



Cheryl D. Ryan, AICP  
Planner / Design Review Committee Facilitator

CDR/tal(alda193b.doc)

Date: Wed 7-10-1996 10:40

Name: Sims, Grant

Company:

Phone: 827-6581

Status: Please Call

Message: Specifics that justify final is in substantial compliance iaw the various criteria - residential densities, residential/non-res ratios, etc.  
Various references to master plans (storm drainage, landscaping, architectural design, etc.) in C of A and assurances that each and every reqt has been met.  
Need understanding of county's ability to enforce CCRs (Condn 5).  
1020 7/9/96



BOB MILLER  
Governor

JOAN G. KERSCHNER  
Department Director

STATE OF NEVADA  
DEPARTMENT OF MUSEUMS, LIBRARY AND ARTS  
STATE HISTORIC PRESERVATION OFFICE  
Capitol Complex  
100 Stewart Street  
Carson City, Nevada 89710

WJG → CR  
RECEIVED  
MAY 23 1997  
WASHOE COUNTY  
COMMUNITY DEVELOPMENT

RONALD M. JAMES  
State Historic Preservation Officer

May 21, 1997

Mr. D. Sumner Young, AICP  
Planner  
Department of Community Development  
Washoe County  
P.O. Box 11130  
1001 East Ninth Street, Building A  
Reno NV 89520-0027

RE: Historic Preservation Treatment Plan for ArrowCreek (Southwest Pointe) Golf Course (Phase 2), Southwest Pointe Partners/Redfield Land Company, Mount Rose Fan, Washoe County.

Dear Mr. Young:

The Nevada State Historic Preservation Office (SHPO) reviewed the proposed Historic Preservation Treatment Plan. The SHPO concurs with Washoe County's determination that the plan outlined in this document will recover the values of regional significance identified for the following properties:

26Wa5897;      26Wa5908;      26Wa5914;      26Wa5924;  
26Wa5929;      26Wa5937;      26Wa5944;      26Wa5949;  
26Wa5950;      26Wa6225.

This data recovery proposal does not include the petroglyph components of 26Wa5929 and 26Wa5949 which are addressed below.

The following regionally-significant properties or portions of properties will be avoided by all project activities:

26Wa5923;      26Wa5929;      26Wa5949.

Depending on the nature of the proposed development in the vicinity of these properties, an avoidance plan could be successfully implemented for this proposed subdivision.

If you have any questions concerning this correspondence, please feel free to call me at (702) 687-5138

Sincerely,  
  
Rebecca Lynn Palmer  
Archaeologist





**Washoe County  
Department of  
Community  
Development**

1001 E. Ninth St., Bldg A  
Post Office Box 11130  
Reno, NV 89520-0027  
Tel: 702-328-3600  
Fax: 702-328-3648

May 12, 1997

Ms. Rebecca Palmer  
State Historic Preservation Office  
Department of Museums, Library and Arts  
Capitol Complex  
100 Stewart Street  
Carson City, NV 89710

RE: Historic Preservation Treatment Plan for ArrowCreek Golf Course (Phase 2), formerly known as Southwest Pointe

Dear Rebecca:

Enclosed is the subject treatment plan from Kautz Environmental Consultants, Inc. A separate copy has also been forwarded to William Dancingfeather at the Washoe Tribe. In accordance with the Truckee Meadows Regional Plan, the proposed mitigation measures must be approved for the project to avoid review as a Project of Regional Significance.

The treatment plan is relevant to the following case description:

**Applicant/Property Owner:** Southwest Pointe Partners/Redfield Land Company

**Request:** Approve a development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The amendment allows the applicant to modify portions of the agreement pertaining to streets, access, drainage, parks and other portions. The total acreage of the project is +3,171.6 acres and it is located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 49-030-12)

Please let us know whether the mitigation measures proposed by this plan appear to be reasonable. If you have any question, please contact Don Young at the letterhead address or by telephone at 328-3620.

Sincerely,

D. Sumner Young, AICP  
Planner

John B. Hester, AICP  
Director

Jess S. Traver, P.E.  
County Building  
Official

Enclosure

DSY(SHPO012)

xc: Applicant (memo only): Southwest Pointe Partners, PO Box 346, Genoa, NV 89411; Brita Tryggvi, CFA, Inc., 1150 Corporate Boulevard, Reno, NV 89502; Robert M. Sader, LTD., 462 Court Street, Reno, NV 89501-1796; Robert R. Kautz, Ph.D., President, Kautz Environmental Consultants, Inc., 1135 Terminal Way, Suite 207, Reno, NV 89502



**COMMUNITY  
DEVELOPMENT**



**Washoe County  
Department of  
Community  
Development**

1001 E. Ninth St., Bldg A  
Post Office Box 11130  
Reno, NV 89520-0027  
Tel: 702-328-3600  
Fax: 702-328-3648

May 12, 1997

Mr. William Dancingfeather  
Washoe Tribe  
919 US 395 South  
Gardnerville, NV 89410

RE: Historic Preservation Treatment Plan for ArrowCreek Golf Course (Phase 2), formerly known as Southwest Pointe

Dear Mr. Dancingfeather:

Enclosed is the subject treatment plan from Kautz Environmental Consultants, Inc. A separate copy has also been forwarded to the State Historic Preservation Office, Department of Museums, Library and Arts.

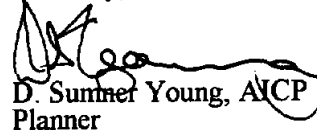
The treatment plan is relevant to the following case description:

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Please let us know within six weeks from the date of this letter whether the enclosed addendum has been found to be acceptable or not. After that time, Washoe County will assume no response to be an acceptance of the survey and with the understanding that permits may be issued. If you have any question, please contact Don Young at the letterhead address or by telephone at 328-3620.

Sincerely,



D. Summer Young, AICP  
Planner

Enclosure

DSY(SHPO012)

John B. Hester, AICP  
Director

Jess S. Traver, P.E.  
County Building  
Official

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# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF DEVELOPMENT REVIEW  
Michael A. Harper, AICP, Director  
1001 E. Ninth Street  
P.O. Box 11130  
Reno, NV 89520-0027

Development Review (702) 328-6100  
Business License Div. (702) 328-3733  
FAX (702) 328-6133

February 20, 1997

Ms. Janelle Conway  
Washoe Tribe  
919 US 395 South  
Gardnerville, NV 89410

RE: Addendum to Archaeological/Historical Survey for Southwest Pointe  
(Development Agreement Case No. DA1-1-93)

Dear Ms. Conway:

Enclosed is an addendum to the cultural resources inventory for Southwest Pointe from Kautz Environmental Consultants, Inc. Kautz has also prepared a copy which has been submitted to the State Historic Preservation Office. The treatment plan is relevant to the following case description:

**Applicant/Property Owner:** Dingman Investments/Redfield Land Trust

**Request (as presented in 1993):** To develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The total acreage of the project is  $\pm 3,171.6$  acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 41-030-12)

Please let us know within six weeks from the date of this letter whether the enclosed addendum has been found to be acceptable or not. After that time, Washoe County will assume no response to be an acceptance of the survey and with the understanding that permits may be issued. If you have any question, please contact Don Young at the letterhead address or by telephone at 328-3620.

Sincerely,



D. Sumner Young, AICP  
Project Planner

Enclosures

DSY(SHPO011)

xc: Applicant and consultant (memo only): Southwest Pointe Partners, PO Box 346, Genoa, NV 89411; Brita Tryggvi, CFA, Inc., 1150 Corporate Boulevard, Reno, NV 89502; Robert M. Sader, LTD., 462 Court Street, Reno, NV 89501-1796; Robert R. Kautz, Ph.D., President, Kautz Environmental Consultants, Inc., 5200 Neil Road, Suite 200, Reno, NV 89502



# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF DEVELOPMENT REVIEW  
Michael A. Harper, AICP, Director  
1001 E. Ninth Street  
P.O. Box 11130  
Reno, NV 89520-0027

Development Review (702) 328-6100  
Business License Div. (702) 328-3733  
FAX (702) 328-6133

February 20, 1997

Ms. Rebecca Palmer  
State Historic Preservation Office  
Department of Museums, Library and Arts  
Capitol Complex  
100 Stewart Street  
Carson City, NV 89710

RE: Addendum to Archaeological/Historical Survey for Southwest Pointe  
(Development Agreement Case No. DA1-1-93)

Dear Rebecca:

Enclosed is an addendum to the cultural resources inventory for Southwest Pointe from Kautz Environmental Consultants, Inc. Kautz has also prepared a copy which I have submitted to the Washoe Tribe. The treatment plan is relevant to the following case description:

Applicant/Property Owner: Dingman Investments/Redfield Land Trust

Request (as presented in 1993): To develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The total acreage of the project is  $\pm 3,171.6$  acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 41-030-12)

Please let us know within six weeks from the date of this letter whether the enclosed addendum has been found to be acceptable or not. After that time, Washoe County will assume no response to be an acceptance of the survey and with the understanding that permits may be issued. If you have any question, please contact Don Young at the letterhead address or by telephone at 328-3620.

Sincerely,

D. Sumner Young, AICP  
Project Planner

Enclosures

DSY(SHPO011)

xc: Applicant and consultant (memo only): Southwest Pointe Partners, PO Box 346, Genoa, NV 89411; Brita Tryggvi, CFA, Inc., 1150 Corporate Boulevard, Reno, NV 89502; Robert M. Sader, LTD., 462 Court Street, Reno, NV 89501-1796; Robert R. Kautz, Ph.D., President, Kautz Environmental Consultants, Inc., 5200 Neil Road, Suite 200, Reno, NV 89502

Date: 13-Feb-97 10:26  
242Send-to: DYOUNG@WASHOE  
From: KKLEIN @WASHOE (Klein, Kris)  
To: DYOUNG  
Subject: WHITES CREEK LANE ASSESSMENT DISTRICT  
20MCB-options: YNYNA  
X-Net-User: KKLEIN  
Message-id: 41E80233810C2200  
Conversation-id: 41E80233820C2200

Don,

We had a preliminary meeting with SW Pointe and CFA yesterday to discuss engineering issues on the portion of Whites Creek Lane east of Thomas Creek Road. Wetlands delineation, an archaeological study and what type of permit would be required to construct the roadway were discussed. We decided that a wetlands delineation would be required, but weren't sure on the other two. Will the roadway require a special use permit, or something else that would require County wide review and generate conditions? If so, I'm guessing that your standard archaeological condition would apply. Does the fact that the road will be built through an assessment district waive any of the standard County permit requirements? Let me know if/when you have a few minutes to discuss. Thanks.

Kris Klein  
Engineering  
328-2046

Date: Tue 2-04-1997 13:18

Name: Kang, Nancy

Company: CORPS OF ENGINEERS

Phone: 784-5304

Status: Called

Message: Spoke with Nancy at 1120. Joe Livak, NDEP, has been out to SWP because of complaints about const vehicles using an unapproved creek crossing. Joe did not find enough problem to shut them down but did note that they needed some large cobble and filter fabric to solve the problem. She was going to try to contact Ty Arndt with the landscaping firm.

Called at 1235 and has spoken with CFA. Landscape Unlimited (C-702.750.5010) of Nebraska will not use the undeveloped crossing which was existing maint. road. They will put up const fencing to limit access to that crossing. They will also try to find a way to use the RR car as a temp bridge for access.



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO  
CORPS OF ENGINEERS  
1325 J STREET  
SACRAMENTO, CALIFORNIA 95814-2922

RECEIVED  
JAN 23 1997  
WASHOE COUNTY  
COMMUNITY DEVELOPMENT

January 17, 1997

Regulatory Section (199400905) (FNP)

Bryan Sprague  
CFA, Incorporated  
1150 Corporate Blvd  
Reno, Nevada 89502

Dear Mr. Sprague:

This concerns the proposed Southwest Pointe aka Arrow Creek project along Thomas and Dry Creeks. This residential and golf course development proposal is located in southwest Reno within Section 10, 14, 15, 22, 23, 24, 26, and 27, Township 18 North Range 19 East M.D.M.&.M., Washoe County, Nevada.

We have reviewed the construction drawings and site plans specific to proposed creek and drainage crossings dated November 1996 and your project narrative dated December 11, 1996. The submittals described four major roadway crossings across Thomas and Dry Creeks. The bridges are designed to clear-span waters of the United States, including wetlands. Utilities would be incorporated within the bridge structure. We understand that other minor crossings and 8 golf cart crossings across these creeks other smaller unnamed drainage will also clear span waters of the United States. During construction, barrier fences around sensitive areas will be utilized to limit construction access and in many cases the fences will be constructed to serve as silt barriers.

Based on the information you provided, we have determined that the proposed work will not involve the discharge of dredged or fill material into waters of the United States. Therefore, a Department of the Army Permit is not required for this work. However, should there be any future changes to the project design or future development proposals that may affect waters of the United States, you (or the appropriate agent for Southwest Pointe aka Arrow Creek development) will need to notify this office. We can then advise you of any necessary permitting requirements.

We appreciate your coordination with this office regarding the project. We have issued identification number 199400905 to this action. Please refer to this number in any future correspondence concerning this project.

If you have any questions, please write to our Nevada Field Office, **C. Clifton Young Federal Building, 300 Booth Street, Room 2002, Reno, Nevada, 89509**, or telephone (702) 784-5304.

Sincerely,

Nancy Kang  
Biologist, Nevada Field Office

Copy furnished to:

- ✓ Don Young, Washoe County Department of Development Review, P.O. Box 11130, Reno, Nevada 89520
- Glen Gentry, Nevada Division of Environmental Protection, Bureau of Water Quality Planning, 333 West Nye Lane, Carson City, Nevada 89710





# WASHOE COUNTY

"To Protect and To Serve"

R  
12 30 96



UTILITY DIVISION  
DEPARTMENT OF PUBLIC WORKS  
John M. Collins, Chief Sanitary Engineer

1195-B CORPORATE BOULEVARD  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE: (702) 856-7300  
FAX: (702) 856-7310

December 27, 1996

Brita Tryggvi  
CFA, Inc.  
1150 Corporate Blvd.  
Reno, NV 89502

RE: Wellhead Protection of the County Well #2 at Arrowcreek  
(formerly known as Southwest Pointe)

Dear Brita:

It came to my attention that the location of the County's well is being considered for the golf course maintenance yard. In the interest of protecting this well from potential contamination, maintenance facilities near the well site are not acceptable. The maintenance yard may include pesticide and fertilizer storage, pesticide mixing, maintenance facilities and potentially fuel storage for mowers and the like.

A wellhead protection area (WHPA) is being delineated for this well. Based upon the results of the WHPA, acceptable sites can be considered.

If you have any questions, please do not hesitate to contact me.

Sincerely,

E. Terri Svetich  
Registered Engineer

cc: John M. Collins, Chief Sanitary Engineer  
Paul C. Orphan, Senior Utility Engineer  
Leonard Crowe, Comprehensive Planning  
Don Young, Development Review  
Doug Coulter, District Health Department

Date: 23-Dec-96 09:30  
242Send-to: DYOUNG  
From: LCROWE @WASHOE (Crowe, Leonard )  
To: DYOUNG, KKLEIN  
Subject: REGIONAL WATER PLANNING COMMISSION ACTION ON THOMAS CREEK DETEN  
20MCB-options: YNYNA  
X-Net-User: LCROWE  
Message-id: 4351BE32810C2200  
Conversation-id: 4351BE32820C2200

DON

THE REGIONAL WATER PLANNING COMMISSION TO ACTION TO DELETE THE THOMAS CREEK FLOOD DETENTION FACILITY FROM THE REGIONAL WATER PLAN. THIS ACTION WILL BE CONFIRMED AT THE JANUARY 14, 1996 HEARING BY THE BCC ON THE WATER PLAN. I WOULD SAY AT THIS POINT THAT I SEE NO REASON WHY THE PLANNING COMMISSION'S ACTION WILL NOT CONFIRMED BY THE BCC AND AS SUCH SAY THAT WE COULD PARALLEL PROCESS DERMODY'S REQUEST.

CROWE

Date: 29-Aug-96 17:43  
242Send-to: DYOUNG@WASHOE  
From: MSHIPMAN @WASHOE (Shipman, Madelyn (Maddy) )  
To: DYOUNG  
Subject: re: Estoppel Certificate  
20MCB-options: YNYNA  
X-Net-User: MSHIPMAN  
Message-id: 247F2532817ECBAA  
Conversation-id: 9DE42232820C2200  
In-reply-to: 9DE42232810C2200

>Date: 27-Aug-96 12:05  
>From: DYOUNG @WASHOE (Young, Don )  
>To: MSHIPMAN  
>Subject: Estoppel Certificate

>

>Sader would like to have Mike H sign the document I've faxed to you. John  
>Collins also rec'd one and he had Geo Campbell look at it. George did have  
>some minor changes. John was also going to have John Sherman look at it  
>and was wondering if it should actually be presented to the BCC for their  
>signature. Since it says "to the actual knowledge of", I thought it might  
>be okay for Mike and John. Could you take a look and let me know.  
>Thanx,  
>Don

Don - I talked with Sader and he says that everything seems to have been worked out. He asked that I let you know that it is okay to sign, e.g., Harper, as long as he agrees with what he is signing. At this stage, it is difficult to see where the developer may be in default, but that is for Harper to decide. This does not have to go to the board...there is a provision in the agreement regarding successors and notice...I think this falls in an administrative realm. If you have questions, please call.  
Maddy



WASHOE COUNTY COMMISSION

1001 E. 9th Street  
P.O. Box 11130  
Reno, Nevada 89520  
(702) 328-2005

July 29, 1996

RECEIVED

JUL 30 1996

WASHOE COUNTY  
DEVELOPMENT REVIEW

Ms. Anne B. Shrake  
13540 Fieldcreek Lane  
Reno, Nevada 89511

Dear Ms. Shrake:

I am in receipt of your July 26, 1996 fax, requesting a copy of the of the final conditions of approval for Southwest Pointe. These conditions have been faxed to you this date.

For your information, I have been advised by Washoe County staff that all Fieldcreek property owners along Whites Creek Lane will have their mitigation needs considered.

If I can be of further assistance, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Grant Sims", is written over the typed name.

Grant Sims  
Washoe County Commissioner

GS:pd  
cc: Don Young, Planner

Date: 24-Jul-96 08:34  
242Send-to: DYOUNG@WASHOE  
From: RLENCION @WASHOE (Lencioni, Rita )  
To: DYOUNG  
Subject: re: Ordinance  
20MCB-options: NNYNA  
X-Net-User: RLENCIONI  
Message-id: 73DDF531810C2200  
Conversation-id: 0BDDF531820C2200  
In-reply-to: 3EDFF531810C2200

>Date: 24-Jul-96 08:21  
>From: DYOUNG @WASHOE (Young, Don )  
>To: RLENCION  
>Subject: Ordinance

>  
>Is the Clerk supposed to fill in the "proposed" and "passed" portions of  
>the ordinance? And who should I contact to obtain a completed copy?

>  
>Date: 24-Jul-96 08:23  
>From: RLENCION @WASHOE (Lencioni, Rita )  
>To: DYOUNG  
>Subject: re: Ordinance

>  
>The Clerk fills all the blanks in and you can probably call Pauline for a  
>completed copy or I can run you one once she sends me mine. Let me know.

>  
>Date: 24-Jul-96 08:30  
>From: DYOUNG @WASHOE (Young, Don )  
>To: RLENCION  
>Subject: re: Ordinance

>  
>Thanx, if you could forward me a copy, I know I'll have a better chance of  
>getting one.  
No problem. It'll probably be one or two weeks.

Date: 22-Jul-96 11:52  
242Send-to: DYOUNG@WASHOE  
From: JCOLLINS @WASHOE (Collins, John )  
To: MSHIPMAN,DYOUNG  
Copies-to: JCOLLINS  
Subject: Bob Saders proposed clean up revision.  
20MCB-options: NNYNA  
X-Net-User: JCOLLINS  
Message-id: 3262F331818274D9  
Conversation-id: 3262F331828274D9

I would suggest the following clarification the Bob's language. On the second line following the words County Utility Division, place a period and insert the following words, "The County will" and delete the word "be". The paragraph would read "The parties agree that OWNERS shall dedicat Thomas Creek water rights and supplemental groundwater rights acceptable to the County Utility Divison. The County will provide a water supply to be used in the nonpotable ....."

If you have any questions please call.

John C.

Date: 2-Jul-96 16:33  
From: BKATAI @WASHOE (Katai, Bob )  
To: DYOUNG  
Subject: Southwest Pointe Agreement  
Importance: HIGH  
20MCB-options: YNYUA  
X-Net-User: BKATAI  
Message-id: 5F4FD931810C2200  
Conversation-id: 5F4FD931820C2200

Rita called to request that the original be in her hot little hands prior to second reading of ordinance and execution of agreement.



# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF DEVELOPMENT REVIEW  
Michael A. Harper, AICP, Director  
1001 E. Ninth Street  
P.O. Box 11130  
Reno, NV 89520-0027

Development Review (702) 328-6100  
Business License Div. (702) 328-3733  
FAX (702) 328-6133

## MEMORANDUM

**To:** Washoe County Board of County Commissioners

**From:** Michael A. Harper, AICP, Director

**Re:** Final Development Agreement for Southwest Pointe (Development Agreement Case No. DA9-1-93)

**Date:** July 2, 1996

**Initialed By:**

### GENERAL INFORMATION SUMMARY

**Applicant/Property Owner:** Southwest Pointe/Redfield Trust

**Requested Action:** An Ordinance pursuant to Nevada Revised Statutes 278.0205 approving the Final Development Agreement for Southwest Pointe. The agreement facilitates the development of a residential community which includes 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The project has a total acreage of  $\pm 3,171.6$  acres and is located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 49-030-12)

### RECOMMENDATION/FINDINGS

It is recommended that the Board of County Commissioners introduce the attached ordinance and bill to approve and adopt the Final Development Agreement for Southwest Pointe, Development Agreement Case No. DA9-1-93, and conduct the appropriate hearings to determine if it is an acceptable document with which to bind the future development of the described property for a period of time not to exceed fifteen years.

Pursuant to Washoe County Code 110.814, Development Agreements, the Director of Department of Development Review finds that the attached Final Development Agreement for Southwest



Pointe, including its attached exhibits and references, is in substantial compliance with the preliminary Development Agreement, as amended and approved by the Washoe County Planning Commission and the Board of County Commissioners. The recommendation for approval is based upon those findings and upon comments received, staff analysis, and site inspection.

### **COUNTY COMMISSION OPTIONS**

The Washoe County Board of County Commissioners has the following options and resultant consequences available on Final Development Agreement for Southwest Pointe, Development Agreement Case No. DA9-1-93:

- Approve the request as recommended by the Director of the Department of Development Review. The applicant will be able to develop the property in accordance with the terms of the approved Development Agreement.
- Defer the request to enable the applicant to reconcile any differences found by the board between the presented Final Development Agreement with the approved preliminary Development Agreement.
- Deny the request. The applicant will have to develop the property in accordance with the Comprehensive Plan in effect at the time and subject to the requirements of the Development Code..

### **BACKGROUND AND ANALYSIS**

The Final Development Agreement for Southwest Pointe would allow, over the next fifteen years, development of a 1,090-lot residential community with golf courses, and recreational and commercial facilities on  $\pm 3,171.6$  acres in the Southwest Truckee Meadows. The preliminary Development Agreement for Southwest Pointe was initially approved by the Washoe County Board of County Commissioners on February 8, 1994. It was amended by the Board of County Commissioners on November 8, 1994 and again on June 11, 1996.

Final Development Agreements are presented directly to the Board of County Commissioners by the Director of the Department of Development Review upon being found in compliance with the approved preliminary Development Agreement. Pursuant to WCC 110.814.80(c), the Director determines substantial compliance by applying the following criteria:

- (1) The proposed gross residential density or intensity of use is not changed;
- (2) The proposed ratio of residential to nonresidential use is not changed;
- (3) The area set aside for common open space is not reduced or the area is not substantially relocated;
- (4) The floor area proposed for nonresidential use is not increased;
- (5) The total ground area covered by buildings and the height of buildings is

not increased; and

- (6) The plan provisions are consistent with the adopted preliminary development agreement.

*The Director has been able to determine that the submitted Final Development Agreement for Southwest Pointe, including its attached exhibits and references, is in substantial compliance with the site plan in the approved preliminary Development Agreement and, therefore, recommends its approval.*

**APPLICABLE REGULATIONS**

Nevada Revised Statutes Chapter 278.0201, 278.0203, 278.0205, 278.0207; Washoe County Code Chapter 110, Article 814.

DSY(DA193FDA)

Attachments: Development Agreement Ordinance, Final Development Agreement for Southwest Pointe

Applicant and Representatives: Southwest Pointe Partners, PO Box 346, Genoa, NV 89411; Brita Tryggvi, AICP, Associate, CFA, Inc., 1150 Corporate Boulevard., Reno, NV 89502, Robert M. Sader, LTD., 462 Court Street, Reno, NV 89501-1796

Date: 1-Jul-96 17:26  
242Send-to: DYOUNG@WASHOE  
From: MSHIPMAN @WASHOE (Shipman, Madelyn (Maddy) )  
To: DYOUNG  
Subject: Southwest Pointe Ordinance  
20MCB-options: YNYNA  
X-Net-User: MSHIPMAN  
Message-id: 148AD731818274D9  
Conversation-id: 148AD731828274D9

Looks okay to me. An ordinance doesn't have to have more than one section  
- even if it looks funny.

Date: 26-Jun-96 10:19  
242Send-to: DYOUNG@WASHOE  
From: MSHIPMAN @WASHOE (Shipman, Madelyn (Maddy) )  
To: DYOUNG  
Subject: SW Pointe Agreement  
20MCB-options: YNYNA  
X-Net-User: MSHIPMAN  
Message-id: 77EBD031818274D9  
Conversation-id: 77EBD031828274D9

Don - I am okay with the proposed new 5.2 language. What I told Bob Sader was that this provision, in my opinion, could not be utilized to deviate from code requirements beyond that authorized in code, e.g., for example, if administrator specifically authorized by code to vary footprint by 10%, the provision couldn't be used to allow a 15% variation. He agreed and said that the intent is to deal with basically substantial conformance issues where there are no specific code requirements. So.. we're okay.



# WASHOE COUNTY

"To Protect and To Serve"



**WASHOE COUNTY DESIGN REVIEW COMMITTEE  
DEPARTMENT OF DEVELOPMENT REVIEW**

1001 E. Ninth Street  
P.O. Box 11130  
Reno, NV 89520-0027

Development Review (702) 328-6100  
Business License Div. (702) 328-3733  
FAX (702) 328-6133

**PRINCIPAL MEMBERS:**  
Barbara Santner, ASLA, Chair  
Keith Deutscher, AIA  
Christine Fey  
Ed Meagher  
Bill Hilke

**ALTERNATES:**  
Deborah Schoenberg, ASLA  
Fred Graham, AIA  
Randal Walter, AICP  
Joan Bedell  
Richard "Dick" Mills

June 19, 1996

Britta Tryggvi  
CFA, Inc.  
1150 Corporate Boulevard  
Reno, Nevada 89502

**Subject: Action of the Design Review Committee on Final Development Agreement  
Case No. DA9-1-93 (Southwest Pointe Subdivision).**

Dear Britta:

The Design Review Committee evaluated the Draft Development Standards Handbook for the development for Southwest Pointe Subdivision at their May 9, 1996 meeting. The Committee took the following action regarding your project:

**CONDITIONALLY APPROVED** the Design Standards Handbook with modifications:

**The following shall be incorporated into the Development Standards Handbook and submitted to the Development Review staff for approval:**

1. External public/private interfacing or edge conditions to be amended:
  - a. Trail system
    - 1) Define the way the public and private trails interface, their location and how they will be posted. Define the relationship between the public trail system and the golf course and minor arterial and collector roads. Reference should be made to the Open Space Management Plan as it relates to the public trail issues.
    - 2.) Define the trail system along collector streets. Show which trails will meander and how they will relate to the street right-of-way and fencing.

b. Fencing

1) Define the type of fencing permitted adjacent to or abutting the exterior trails. Define all perimeter fencing or fencing that will be visible from the exterior part of the property.

c. Grading and drainage

1) Provide specific details for the treatments of areas which will be visible from the exterior of the project including drainage's and culverts. The cut and fill areas should blend with natural contouring. Identify which areas are to be revegetated and provide planting time frames.

2. Accessory buildings shall be defined further.

**The following information shall be shown on the Tentative Map and reviewed by the Design Review Committee:**

1. Specific fencing details with types, materials and locations. Include fencing details for the rear lot lines.
2. Planting plan with types, materials, density, and location of plants including common areas and street scapes.
3. Grading plan and specific standards for how revegetation will be handled; i.e., time frames for the establishment of plants, how the slopes will be treated, etc.
4. Establish building envelopes, especially the peripheral lots abutting the U.S. Forest Service land. Emphasis should be given to retaining as much area as possible in a natural state, creating a natural transition at the fence line.

If you have any questions or require any assistance, please contact your staff planner, Don Young at 328-3620.

Sincerely,



Cheryl D. Ryan, Planner  
Design Review Committee Facilitator

Date: 18-Jun-96 17:27  
242Send-to: DYOUNG@WASHOE  
From: KKLEIN @WASHOE (Klein, Kris)  
To: DYOUNG  
Subject: SW POINTE GOLF COURSE SPECIAL USE PERMIT  
20MCB-options: YNYNA  
X-Net-User: KKLEIN  
Message-id: 63D7C631810C2200  
Conversation-id: 63D7C631820C2200

Don,  
Brita and Bryan would like some of my special use permit conditions revised. When do I have to have them to you? I plan on doing them Wednesday, but you know how interruptions go.  
Kris Klein  
Engineering  
328-2046

Date: 18-Jun-96 17:20  
242Send-to: DYOUNG@WASHOE  
From: KKLEIN @WASHOE (Klein, Kris)  
To: DYOUNG  
Subject: SOUTHWEST POINTE DEVELOPMENT STANDARDS HANDBOOK  
20MCB-options: YNYNA  
X-Net-User: KKLEIN  
Message-id: 62D7C631810C2200  
Conversation-id: 62D7C631820C2200

Don

All the items Engineering commented on have been adequately addressed with the exception of:

Grading pg 3-2. This works fine from an engineering standpoint, but you may want additional requirements to address the aesthetics of a 30 foot high slope that is seeded and has no benches.

Railroad Flatcar Bridges pg 7-1. Engineering has specifically NOT APPROVED the use of railroad flatcar bridges (see D. Price's 6/12/96 letter to Bryan Sprague). CFA is working on providing additional information for us to review, but I'm not sure they can convince us to accept them. I suggest a revision that references a bridge acceptable to the County and not a railroad flatcar.

I'll leave the Handbook on your chair.

Kris Klein  
Engineering  
328-2046





# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

June 18, 1996

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
PHONE: (702) 328-2041  
FAX: (702) 328-3699

Brita Tryggvi, A.I.C.P., Principal  
CFA, Inc.  
1150 Corporate Blvd.  
Reno, Nevada 89502

RE: Southwest Pointe Concept-Level Storm Drain Master Plan (DA9-1-93)

Dear Brita:

The Southwest Pointe Concept-Level Storm Drain Master Plan prepared by your office, dated June 1996, is approved. This is a conceptual approval and should not be construed as final approval of the drainage facilities shown on the Master Plan. Final approval will occur during the final map review and will be based upon a final hydrology/hydraulic report.

Sincerely,

DAVID T. PRICE, P.E.  
County Engineer

KRISTINE R. KLEIN, P.E.  
Registered Engineer

KRK/vp

cc: Don Young, Department of Development Review ✓  
Michael Mohler, Southwest Pointe Partners



# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

June 17, 1996

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
PHONE: (702) 328-2041  
FAX: (702) 328-3699

Bryan Sprague, P.E., Vice President  
CFA, Inc.  
1150 Corporate Blvd.  
Reno, Nevada 89502

RE: Southwest Pointe Construction Traffic Haul Route Plan (DA9-1-93)

Dear Bryan:

The Southwest Pointe Construction Traffic Haul Route Plan proposed in your May 9, 1996, letter is acceptable with the addition of an overlay on a portion of Thomas Creek Road. The overlay is required to mitigate the increased wear on Thomas Creek Road due to the proposed construction traffic. The overlay shall be placed on the portion of Thomas Creek Road between Saddlehorn Drive and the northern boundary of the Saddlehorn Subdivision, prior to use as a haul route. Placement of the overlay shall conform to the following:

1. Remove all existing alligatored areas including any base areas which are found to have an over optimum moisture content.
2. Prevent median irrigation water from saturating the base materials.
3. Patch the removed areas.
4. Place a one inch thick overlay on the entire section of Thomas Creek Road between Saddlehorn Drive and the northern boundary of the Saddlehorn Subdivision.
5. Washoe County Road Division will perform Items 1 through 3 and any other pavement preparations needed prior to placing the overlay.
6. Southwest Pointe will be responsible for Item 4, the one inch overlay.

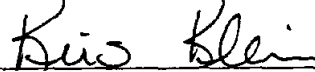
*ASL*  
6/18/96

RE: Southwest Pointe Construction Traffic Haul Route Plan (DA9-1-93)  
June 17, 1996  
Page Two

Please contact David Price, County Engineer, at your convenience to coordinate a date to begin work on the overlay improvements.

Sincerely,

DAVID T. PRICE, P.E.  
County Engineer



---

KRISTINE R. KLEIN, P.E.  
Registered Engineer

KRK/vp

cc: David T. Price, County Engineer  
Don Young, Department of Development Review ✓  
Michael Mohler, Southwest Pointe Partners

Don



BOB MILLER  
Governor

STATE OF NEVADA  
DEPARTMENT OF MUSEUMS, LIBRARY AND ARTS  
STATE HISTORIC PRESERVATION OFFICE  
Capitol Complex  
100 Stewart Street  
Carson City, Nevada 89710

JOAN G. KERSCHNER  
Department Director

RONALD M. JAMES  
State Historic Preservation Officer

June 17, 1996

RECEIVED  
JUN 19 1996  
WASHOE COUNTY  
DEVELOPMENT REVIEW

Mr. Don Young, AICP  
Project Planner  
Washoe County  
Department of Development Review  
1001 East Ninth Street  
P.O. Box 11130  
Reno NV 89520-0027

RE: Historic Preservation Treatment Plan for Phase I, Southwest Pointe Project,  
Dingman Investments, Carson Range at Mount Rose Fan, Washoe County.

Dear Mr. Young:

The Nevada State Historic Preservation Office (SHPO) reviewed the Treatment Plan for the following regionally-significant sites:

26Wa99;                    26Wa2016;                    26Wa3124;                    26Wa3125;  
26Wa5825;                    26Wa5826;                    26Wa5915.

With the exception of the petroglyphs contained in sites 26Wa3124 and 26Wa3125, this plan will recover the values of regional significance identified within the sites and should be adequate treatment.

The consultant developed an avoidance plan for the following sites, or portions of sites, within Phase I:

26Wa99;                    26Wa3124;                    26Wa3125;                    26Wa5822;  
26Wa5830.

When implemented, this avoidance plan should provide adequate protection for the above regionally-significant sites.

If you have any questions concerning this correspondence, please feel free to call me at (702) 687-5138.

Sincerely,

Rebecca Lynn Palmer  
Archaeologist

cc: (with enclosures) Janelle Conway, Washoe Tribe of Nevada and California.



# WASHOE COUNTY

"To Protect and To Serve"



UTILITY DIVISION  
DEPARTMENT OF PUBLIC WORKS  
John M. Collins, Chief Sanitary Engineer

1195-B CORPORATE BOULEVARD  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE: (702) 856-7300  
FAX: (702) 856-7310

June 13, 1996

TO: Don Young, Development Review,  
FROM: E. Terri Svetich, Utility Division,  
RE: Southwest Pointe Development Agreement

The Utility Division has reviewed the referenced water system proposal. We recommend approval of the concept of utilizing groundwater wells, gravity storage and distribution to serve the project.

If you have any questions, please do not hesitate to call.

  
E. TERRI SVETICH, P.E.

ETS/jhs

c: John M. Collins, Chief Sanitary Engineer  
Paul C. Orphan, Senior Utility Engineer  
Brita Tryggvi, CFA, Inc.  
Brian Sprague, CFA, Inc.

Post-It® Fax Note	7671	Date	6/13	# of pages	1
To	Don Young	From	Brita		
Co./Dept.	Dev. Review	Co.			
Phone #		Phone #			
Fax #		Fax #			

Date: 13-Jun-96 06:52  
242Send-to: DYOUNG@WASHOE  
From: KKLEIN @WASHOE (Klein, Kris)  
To: DYOUNG  
Subject: SOUTHWEST POINTE DEVELOPMENT AGREEMENT  
20MCB-options: YNYNA  
X-Net-User: KKLEIN  
Message-id: C0BABF31810C2200  
Conversation-id: C0BABF31820C2200

Don,  
Is the SW Pointe Development Agreement definitely being turned in Friday for BCC approval? I'm concerned that I haven't reviewed the revisions I requested. In fact, the only item that has been resubmitted to me at this point is the site plan. Brita was not intending on having me check the Hydro Report revisions, but I think I've convinced her that I should. Anyway, I will try to get whatever they submit reviewed, but I may not get it done by Friday since it will be submitted so late, and I'm already booked up with comments for agency review. CFA is pushing quite hard, and I'm beginning to feel like Engineering isn't getting adequate review time. Can revisions be made after the documents are submitted to the BCC but before the final approval?

Kris Klein  
Engineering  
328-2046

Date: 13-Jun-96 10:20  
242Send-to: DYOUNG@WASHOE  
From: KKLEIN @WASHOE (Klein, Kris)  
To: DYOUNG  
Subject: re: SOUTHWEST POINTE GOLF COURSE SPW5-19-96  
20MCB-options: YNYNA  
X-Net-User: KKLEIN  
Message-id: C3BABF31810C2200  
Conversation-id: 69D4BF31820C2200  
In-reply-to: 69D4BF31810C2200

>Date: 12-Jun-96 15:23  
>From: KKLEIN @WASHOE (Klein, Kris)  
>To: DYOUNG  
>Subject: SOUTHWEST POINTE GOLF COURSE SPW5-19-96

>  
>Don,  
>Do you have any time to discuss the golf course special use permit? What  
>will be submitted to us after this special use permit is approved? Will we  
>get another, more refined plan, or is the plan submitted going to be the  
>final golf course grading plan? Also, the application indicates that they  
>will be constructing the interim club house and the maintenance buildings  
>under this permit. Shouldn't more detailed info on these areas be  
>provided? (Like a site plan for each building at a reasonable scale.)  
>Also, condition 16 of the revised special use permit conditions requires a  
>hydro report prior to approval of any special use permits. I'm not sure  
>when that report should be submitted, now or later. Thanks.

>Kris Klein  
>Engineering  
>328-2046

>  
>Date: 13-Jun-96 08:42  
>From: DYOUNG @WASHOE (Young, Don )  
>To: KKLEIN  
>Subject: re: SOUTHWEST POINTE GOLF COURSE SPW5-19-96

>  
>SWP will be submitting the customary requests for building and grading  
>permits for county review prior to their commencing work on those items  
>(unlike Montreux's modus operandi). This review and approval only lets  
>them proceed to that stage. Any specifics you want to see included on  
>grading or bldg permits should be made a requirement in their conditions of  
>approval. Don

Thanks. That's what I was hoping for. Kris

**WASHOE COUNTY**  
 "To Protect and To Serve"



1001 E. NINTH STREET  
 POST OFFICE BOX 11130  
 RENO, NEVADA 89520-0027  
 PHONE: (702) 328-3600  
 FAX #: (702) 328-3648

DEPARTMENT OF COMPREHENSIVE PLANNING  
 John B. Hester, AICP, Director

RECEIVED  
 FEB 19 1992  
 CFA

February 19, 1992

Ms. Brita Tryggvi, Senior Planner  
 CFA  
 1150 Corporate Blvd.  
 Reno, Nevada 89502

Subject: Redfield Properties in the Southwest Truckee Meadows

Dear Brita:

This letter is in response to your January 17, 1992 letter requesting the Washoe County Department of Comprehensive Planning confirm the density that is allowed on the Redfield properties based on the land use plan map in the Southwest Truckee Meadows Area Plan. Your letter included incorrect acreage estimates since you included lands with slopes between 15.1 and 20 percent at densities greater than 1 du per 40 acres. Based on your second letter, dated February 3, 1992, which had acreage estimates reflecting the County policy of 1 du per 40 acres on slopes of 15 percent or greater, the number of acres within each land use category on the Redfield properties was estimated. The calculations can be found in the following table. These figures represent the density allowed on the Redfield properties.

Land Use Designation	Acres	Density	Units
Assessor's parcels 49-010-04, 49-010-10, 41-030-12 (3,272 acres).			
Location: West of Zolezzi Lane, on the Thomas and White's Creeks fan.			
Low Density Suburban	307	1 du/ac	307
High Density Rural	1,800	1 du/2.5 ac	720
Medium Density Rural	70	1 du/5 ac	14
Low Density Rural	228	1 du/10 ac	28
General Rural	<u>867</u>	1 du/40 ac	<u>21</u>
Subtotal	3,272		1,090



Letter to: Ms. Brita Trygstad, Senior Planner  
 Subject: Redfield Properties in the Southwest Truckee Meadows  
 February 19, 1992  
 Page 2

Land Use Designation	Acres	Density	Units
<b>Assessor's parcel 49-060-06 (120 acres).</b>			
<b>Location: North side of Mt. Rose Highway, east of Timberline Estates.</b>			
High Density Rural	113	1 du/2.5 ac	45
General Rural	<u>7</u>	1 du/40 ac	<u>0</u>
<b>Subtotal</b>	<b>120</b>		<b>45</b>
<b>Assessor's parcels 49-450-25 and 49-450-26 (552 acres).</b>			
<b>Location: South side of Mt. Rose Highway, south and west of Galena High School.</b>			
Medium Density Suburban	202	3 du/ac	606
General Rural	<u>350</u>	1 du/40 ac	<u>8</u>
<b>Subtotal</b>	<b>552</b>		<b>614</b>
<b>Assessor's parcels 49-382-07, 49-382-08, 49-450-04, 49-450-13, and 49-450-14 (366 acres).</b>			
<b>Location: South side of Mt. Rose Highway, around the freeway extension.</b>			
General Commercial	43	NA	NA
Low Density Urban	13	10-14 du/ac	156
Medium Density Suburban	20	3 du/ac	60
General Rural	<u>290</u>	1 du/40 ac	<u>7</u>
<b>Subtotal</b>	<b>366</b>		<b>223</b>
<b>Assessor's parcels 49-381-08, 49-381-09, 49-381-11, and 49-450-14 (129 acres).</b>			
<b>Location: North side of Mt. Rose highway, east of Lancer Estates.</b>			
General Commercial	37	NA	NA
Medium Density Suburban	56	3 du/ac	168
Low Density Suburban	31	1 du/ac	31
General Rural	<u>5</u>	1 du/40 ac	<u>0</u>
<b>Subtotal</b>	<b>129</b>		<b>199</b>
<b>Grand Total</b>	<b>4,439</b>		<b>2,171</b>

Notes: The unit figures are potential and the actual units depend on the specific site plan. Units are rounded down.

Source: Washoe County Department of Comprehensive Planning.

Letter to: Ms. Brita Tryon, Senior Planner  
Subject: Redfield Properties in the Southwest Truckee Meadows  
February 19, 1992  
Page 3

These calculations were prepared by Skip Canfield so please feel free to contact him if you have any questions. In addition to calculating the density on the Redfield properties, you also asked for clarification of Washoe County's position on two items.

1. The Redfield Land Company may desire to convert commercially designated property to residential. Is this possible and would a conversion rate comparable to the density represented by the Medium Density Urban designation (14-21 du/ac) be allowed?


In response to this question, Washoe County does not have a policy regarding the conversion of commercial to residential. An area plan amendment would be required and this would entail either a policy amendment or map amendment, or both.

2. What is the procedure and policy for transferring development rights between non-contiguous parcels owned by the same property owner and within the same planning area?

Washoe County does not have a procedure or policy for non-contiguous, single owner TDR. A policy amendment or a map amendment to the area plan would be required.

If you have any further questions, please feel free to contact Skip Canfield at 328-3626 or me.

Sincerely,



John B. Hester, AICP  
Director

JBH:ddc

cc: Dean Diederich, Principal Planner  
Skip Canfield, Assistant Planner  
401-02.07



Planning Engineering  
Landscape Architecture  
Surveying

Project No 88-003.46  
November 3, 1998  
Revised December 10, 1998

Mr. Don Young  
Department of Community Development  
P. O. Box 11130  
Reno, NV 89520

Ms. Kristine Klein  
Department of Public Works, Engineering Division  
P. O. Box 11130  
Reno, NV 89520

RECEIVED  
DEC 10 1998  
OFFICE OF  
WASHOE COUNTY ENGINEER

**Subject: ArrowCreek (Case No. DA9-1-93)**

Dear Don and Kris:

This letter summarizes the modifications we would like to make to Condition #22. The revised street sections, which are attached, will be used in Units 6 and 8 in Phase I, Phase II, and all subsequent phases. The production builders in Phase I (i.e., Ryder Homes, Silver Star, and New Cities) are using different street sections, which the Washoe County Engineering Division determined to be in compliance with the tentative map conditions. These three builders will continue to use these street sections in their future phases located in Phase I.

22. The following roadway sections shall be applicable to the public and private on site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.

a. Private Common Driveway - No change.

b. Rural Private -

**Option 1:** 24-foot ROW (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter; no parking either side. When a rural private street provides a connection between neighborhoods, a minimum 4-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations for pedestrian paths can be provided and shown in the

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Melissa J. Lindell, A.I.C.P.  
Principal

Patrick Fritchel, P.E.  
Principal

Michael J. Miller, P.L.S.  
Principal

Pedestrian Circulation Plan. When a connection between neighborhoods is not provided, no paths will be constructed. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

**Option 2:** 27 foot ROW (maximum 200 ADT): minimum 22 foot pavement width; County Engineer-approved concrete header with roadside ditch both sides; no parking either side. When a rural private street provides a connection between neighborhoods, a minimum 4-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations for pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. When a connection between neighborhoods is not provided, no paths will be constructed. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

c. Local Private -

**Option 1:** 24-foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter; no parking either side. A minimum 4-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

**Option 2:** 27-foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; County Engineer-approved concrete header with roadside ditch both sides; no parking either side. A minimum 4-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

d. Collector Private -

**Option 1:** 26-foot minimum ROW (500 to 2000 ADT): minimum 24-foot pavement width; curb and gutter; no parking either side. A minimum 5-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)

Option 2: 29 foot minimum ROW (500 to 2000 ADT): minimum 24-foot pavement width; County Engineer approved concrete header with roadside ditch both sides; no parking either side. A minimum 5-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)

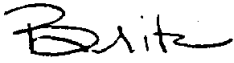
- e. Collector Private - No change.
- f. Collector Private - No change.
- g. Minor Arterial, Private - No change.
- h. Minor Arterial, Public - No change.

Additionally, we would like to make one change to Exhibit E in the Development Standards Handbook. On page 2-15, under the heading *Street and Median Guidelines*, the sixth sentence reads as follows: "The developer is also responsible for installation and maintenance of all median landscaping and all landscaping along the edge of the minor arterial and collector streets." The proposed change would be modified to read: "The developer is responsible for installation and the Homeowners' Association is responsible for maintenance of all common area median landscaping and all common area landscaping along ArrowCreek Parkway." (The CC&Rs address maintenance and correspondence from Bob Sader is attached. Bob's letter addresses maintenance of all landscaping along ArrowCreek Parkway and maintenance of the ditches along rural, local, and collector streets.)

As you know, it was anticipated that the Development Agreement would periodically need to be amended and updated, and we provided examples of modifications that would be considered to be in substantial compliance with the overall character and design of the project. Such modifications can be approved by staff. Modifications to the street standards were among the changes that were considered to be in substantial compliance with the overall character of the project.

If you are in agreement with the preceding statements, please acknowledge by signing in the space provided. If you have any questions or need additional information, please contact me.

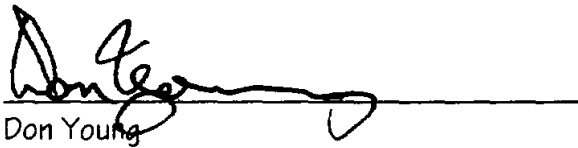
Sincerely,



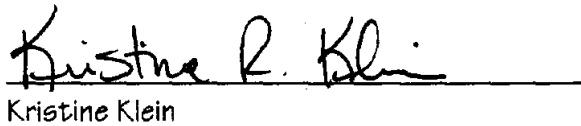
Brita Tryggvi, AICP  
Principal

Attachments

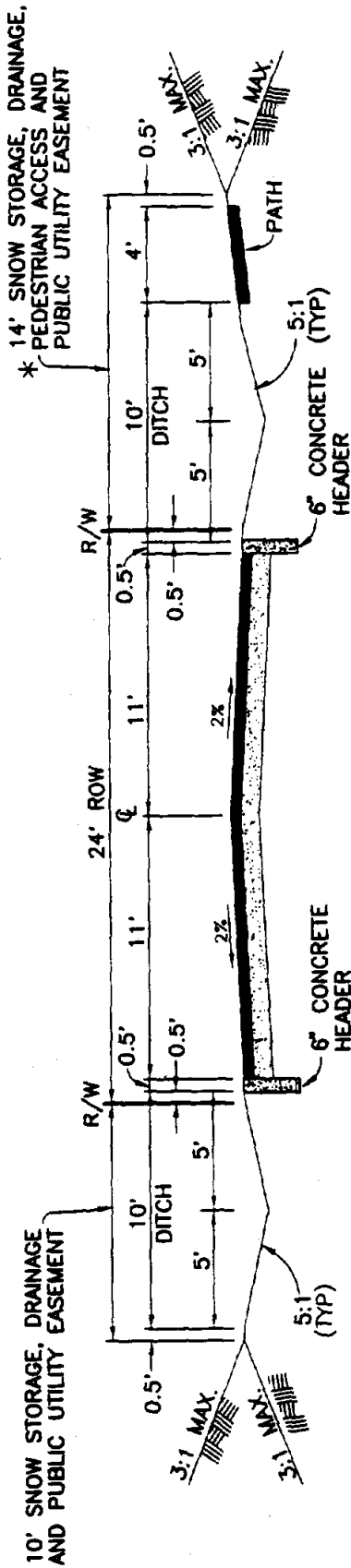
pc: Claudia Troisi, Southwest Pointe Associates  
Bob Sader

  
Don Young

12/22/98  
Date

  
Kristine Klein

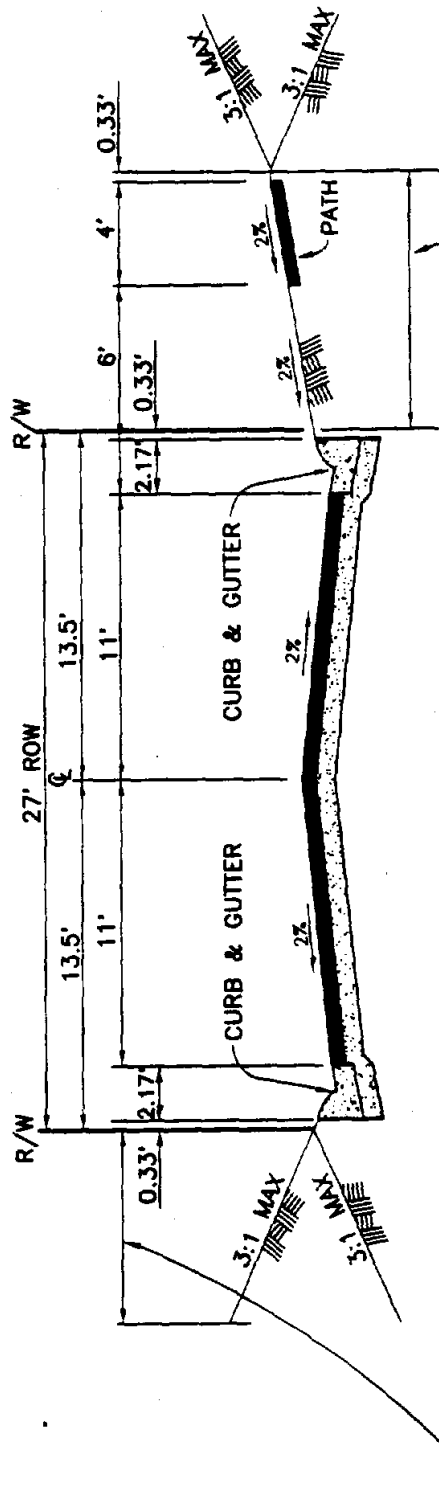
12/22/98  
Date



### TYPICAL SECTION

## 24' ROW (RURAL PRIVATE, ADT=200 MAXIMUM)

\* WHEN A RURAL STREET DOES NOT PROVIDE CONNECTION BETWEEN NEIGHBORHOODS, NO PATH WILL BE CONSTRUCTED. THE EASEMENT WOULD BE REDUCED TO 10' AND NO PROVISIONS FOR PEDESTRIAN ACCESS ARE NECESSARY



### TYPICAL SECTION

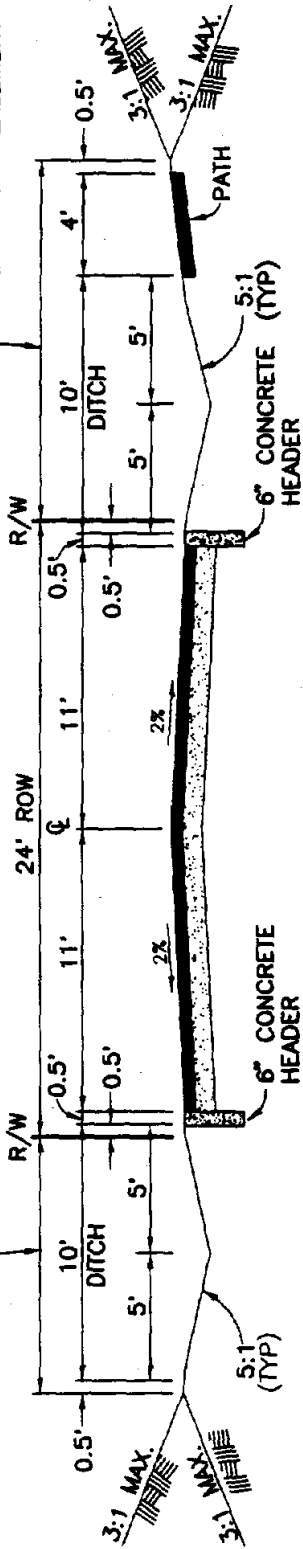
## 27' ROW (RURAL PRIVATE, ADT=200 MAXIMUM)

\* WHEN A RURAL STREET DOES NOT PROVIDE CONNECTION BETWEEN NEIGHBORHOODS, NO PATH WILL BE CONSTRUCTED. THE EASEMENT WOULD BE REDUCED TO 7.5' AND NO PROVISIONS FOR PEDESTRIAN ACCESS ARE NECESSARY.

\* 10' PEDESTRIAN ACCESS, SNOW STORAGE AND PUBLIC UTILITY EASEMENT. NO UTILITY VAULTS WILL BE LOCATED ON THIS SIDE OF THE STREET. PATH CAN BE LOCATED ANYWHERE WITHIN EASEMENT.

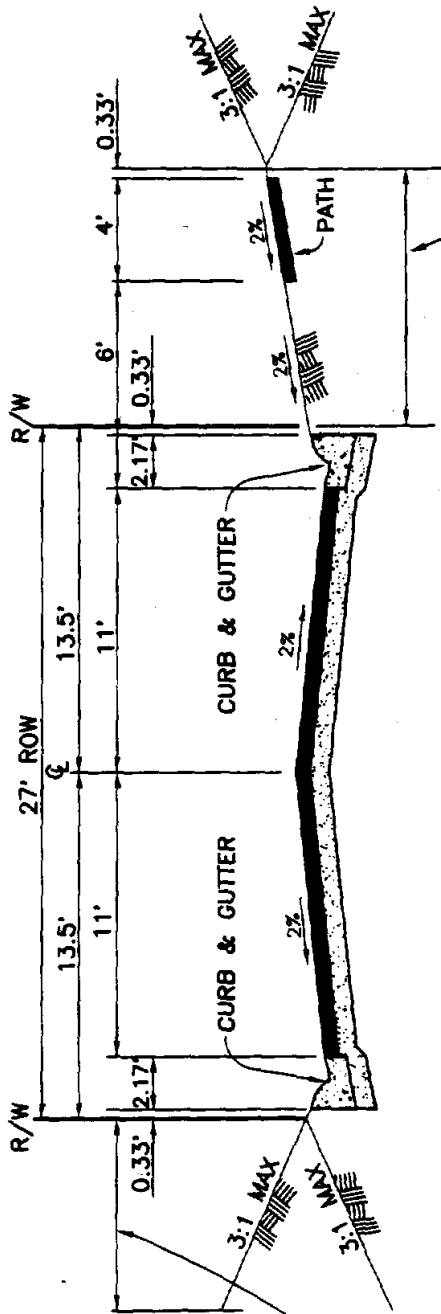
7.5' SNOW STORAGE AND PUBLIC UTILITY EASEMENT. 10' SNOW STORAGE AND PUBLIC UTILITY EASEMENT, WHERE VAULTS ARE LOCATED

10' SNOW STORAGE, DRAINAGE,  
PEDESTRIAN ACCESS AND  
PUBLIC UTILITY EASEMENT



**TYPICAL SECTION**  
**24' ROW (LOCAL PRIVATE, ADT=200 TO 500)**

14' SNOW STORAGE, DRAINAGE,  
PEDESTRIAN ACCESS AND  
PUBLIC UTILITY EASEMENT

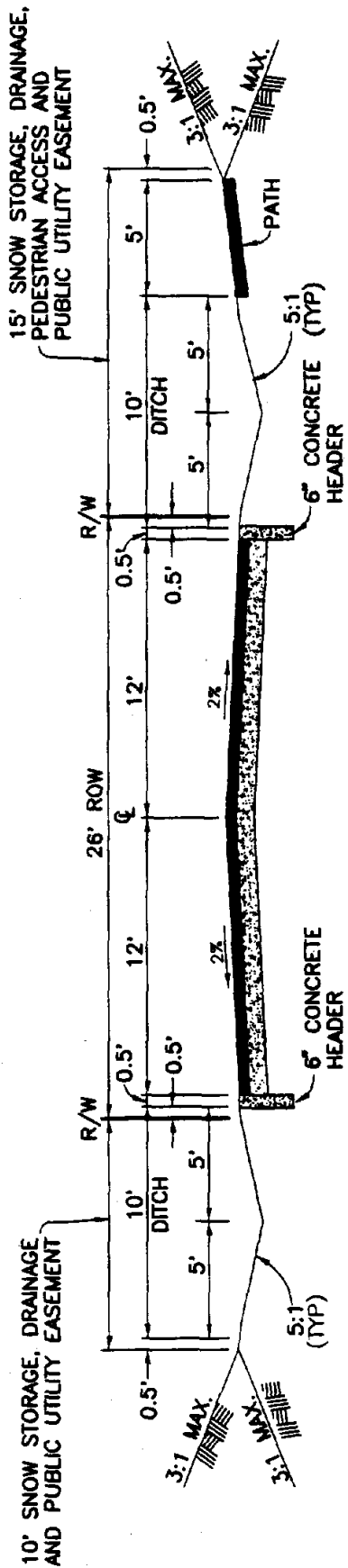


10' PEDESTRIAN ACCESS, SNOW STORAGE  
AND PUBLIC UTILITY EASEMENT.  
NO UTILITY VAULTS WILL BE LOCATED ON  
THIS SIDE OF THE STREET.  
PATH CAN BE LOCATED ANYWHERE WITHIN EASEMENT.

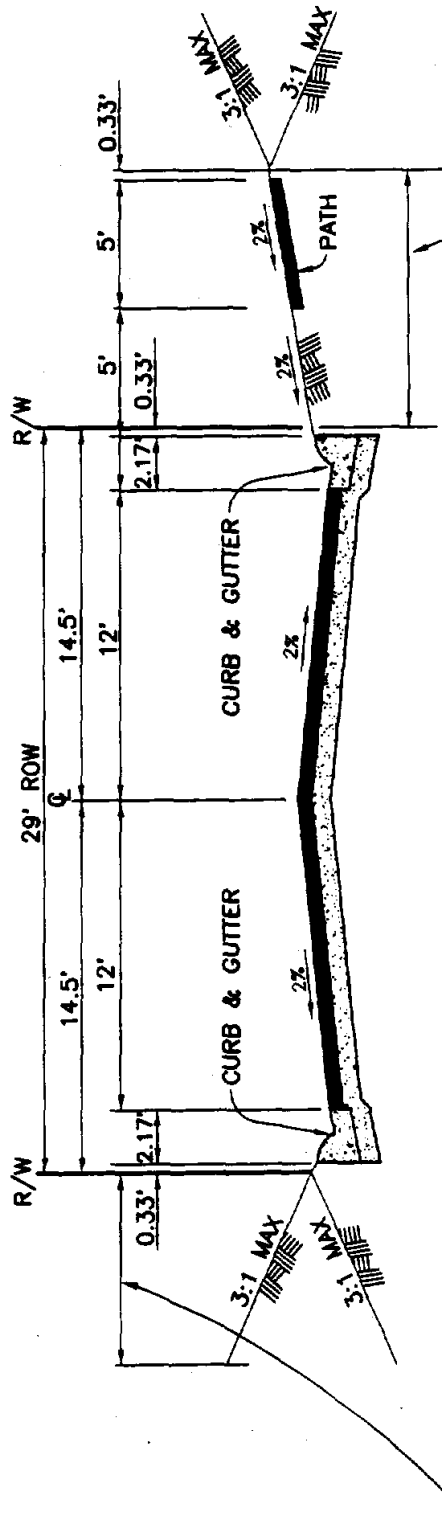
**TYPICAL SECTION**  
**27' ROW (LOCAL PRIVATE, ADT=200 TO 500)**

7.5' SNOW STORAGE AND PUBLIC UTILITY EASEMENT.  
10' SNOW STORAGE AND PUBLIC UTILITY EASEMENT,  
WHERE VAULTS ARE LOCATED





**TYPICAL SECTION  
26' ROW (COLLECTOR PRIVATE, ADT=500 TO 2,000)**



**TYPICAL SECTION  
29' ROW (COLLECTOR PRIVATE, ADT=500 TO 2,000)**

10' SNOW STORAGE, DRAINAGE,  
PEDESTRIAN ACCESS AND  
PUBLIC UTILITY EASEMENT

10' PEDESTRIAN ACCESS, SNOW STORAGE  
AND PUBLIC UTILITY EASEMENT.  
NO UTILITY VAULTS WILL BE LOCATED ON  
THIS SIDE OF THE STREET.  
PATH CAN BE LOCATED ANYWHERE WITHIN EASEMENT.

7.5' SNOW STORAGE AND PUBLIC UTILITY EASEMENT.  
10' SNOW STORAGE AND PUBLIC UTILITY EASEMENT.  
WHERE VAULTS ARE LOCATED

**ROBERT M. SADER, LTD.  
A PROFESSIONAL LEGAL CORPORATION  
462 COURT STREET  
RENO, NEVADA 89501-1796  
(702) 329-8310  
Fax (702) 329-8591**

December 9, 1998

**Kristine Klien  
Department of Public Works,  
Engineering Division  
P.O. Box 11130  
Reno, Nevada 89520**

via Facsimile

**Re: ArrowCreek (Case No. DA9-1-93) Proposed Revision to Conditions**

**Dear Kris:**

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Specifically, you requested verification of the responsibility of the ArrowCreek Homeowners Association for maintenance of some ditches which would no longer be in the right-of-way but instead be within lots, and landscaping along the edge of minor arterial and collector streets, as well as landscaping along ArrowCreek Parkway.

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The common practice is for the developer to create landscaping or drainage easements on final maps or by separately recorded easements for areas within the subdivision. Landscaping along the edge of right-of-ways will not require separate easements, since all streets within the subdivision are private and will be owned by the homeowners association after improvements are constructed. This will include streetscapes along those right-of-ways. Similarly, landscaping and medians will be part of the right-of-ways owned and maintained by the association. Since ArrowCreek Parkway (fka Whites Creek Lane) will be owned by the county outside the boundaries of the project, the usual county form of landscape maintenance agreement between the county and the association will need to be executed in order to authorize the association to maintain landscaping along this public right-of-way.

Kristine Klien  
December 9, 1998  
Page 2

Enclosed please find copies of the pages of the CC&Rs on which the subsections cited above are located. If you have any questions, please do not hesitate to contact me. I trust that this explanation of the CC&Rs resolves the questions raised on authorizing and requiring the ArrowCreek Homeowners Association to maintain drainage facilities on lots and landscaping areas along streets.

Sincerely,



ROBERT M. SADER, ESQ.

RMS/tlg

cc: Brita Tryggvi  
Don Young

encl:

**2045699****WHEN RECORDED, RETURN TO:**

**Southwest Pointe Associates, L.L.C.  
c/o Robert M. Sader, Esq.  
462 Court Street  
Reno, Nevada 89501**

**ARROWCREEK**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

BK5016PC 993

f.

"Committee" means the ArrowCreek Design Review Committee.

I.2.8

"Common Area" or "common elements" means all of the real property designated as such in this Declaration or pursuant to final maps recorded within the Subdivision; and all real property interests (e.g., fee title or easements) acquired by the Association, whether from Declarant or otherwise, together in each instance with all improvements which may at any time be located or constructed thereon and owned by the Association, including, but not limited to the following types of improvements in the Common Area: swim and tennis facility, fencing, recreational and community facilities, recreational vehicle parking area, lakes, parks, paths, sidewalks, trails, open space, fences, gates, gatehouses, signs, entry ways, drainage ways and drainage facilities, private streets and curbs, private security, lighting, snow removal and storage areas, landscaping, fire and fuelbreaks, golf cart crossings, residential parking areas and surface water retention areas.

As also specified in Article XII, Section 10, an area of the Subdivision of approximately 1,500 acres (or as otherwise approved by Washoe County) is required to be dedicated to an entity approved by the County as public open space. Upon said dedication, which will probably be conveyed incrementally as residential development occurs, areas so dedicated shall not be (or shall cease to be) Common Area and this Declaration shall be terminated as to such areas. Said dedication may be subject to conservation easements or covenants against uses which are not compatible with open space imposed by Declarant.

- h. "Declarant", when used herein, means collectively the Southwest Pointe and the Redfield Trust, unless an individual Declarant is specified. All rights and obligations of Declarant hereunder or pursuant to law are hereby assigned and assumed (except the right to withdraw real estate) by Southwest Pointe, including all voting power in the Association, all financial obligations and all requirements of consent and approval.
- i. "Declaration" means this Declaration and any future amendments hereto.
- j. "Equivalent Lots" shall define the allocated interests in the Association (voting power, assessment obligations and other rights and responsibilities) of the Nonresidential Areas Owners, as specified in subsection (ee) of this Section and Article VII, Section 2.

Equivalent Lots are created on the date the Assessment Threshold for each Nonresidential Area is reached (as specified in subsection (ee) of this Section), and prior to that date Nonresidential Areas Owners have no membership in the Association, nor any allocated interests.

BK501 105X 106901

- c. For Lots delineated on a final map, if two or more adjacent Lots are purchased by a person or developed by Declarant with the intent of constructing only one single family dwelling on the Lots, then upon notice of said intent to Association, said Lots shall be considered as one Lot for the purpose of allocated interests in voting and assessments under subsection (dd) of Section 2 of this Article.

**Section 4. Lot Subdivision.** A Lot not delineated on a final map may be subdivided into two or more Lots by Declarant at the time it is delineated on a final map, so long as each Lot in the Subdivision contains the minimum square footage required by tentative map and the total Lots in the Subdivision do not exceed 1090 (or additional Lots as allowed herein), without following the procedure prescribed in NRS 116.2113 and without any approval by the Association.

**Section 5. Modification.** The provisions of this Article I may not be modified, amended, terminated or abridged without the consent of Declarant.

**ARTICLE II  
ARROWCREEK HOMEOWNERS ASSOCIATION**

**Section 1. Purpose.** The purpose of the Association shall be to:



- a. Own and maintain all easements and deeded real property for Common Area within the Subdivision; including without limitation the funding, operation and maintenance of the following common elements: recreational and community facilities; lakes; parks; paths; sidewalks; trails; open space; fences; landscaping; gates; gatehouses; signs; entry ways; drainage ways and drainage facilities; private streets and curbs; private security, recreational vehicle storage, snow removal and storage areas, landscaping, fire and fuelbreaks, golf cart crossings, residential parking areas, lighting, and surface water detention areas.
- b. Provide for removal of ice and snow from roads and parking areas owned by the Association at any time when such a condition may restrain access within the Subdivision. The Association shall either contract for snow and ice removal or acquire equipment and hire personnel to effect the provisions of this subsection. In the event that snow removal operations require exporting of snow or ice from roads or parking areas, said material may be exported outside the perimeter of the Subdivision to a suitable location, said material may be deposited within the perimeter of the Subdivision on an appropriate easement, open area or Common Area in such a manner as to not unreasonably restrict access or create a unreasonable hazard to any road, parking area or common walkway.
- c. Maintain controlled access at the entrance gate. Security personnel may be employed as deemed necessary by the Board.

BK50 PG0907

II. 1. d.

Enforce and administer any provisions of this Declaration pertaining to Association's rights, obligations, powers and duties as required by Washoe County; including, at a minimum but without limitation, the funding of the maintenance, replacement and perpetuation of the following Subdivision amenities, if and when constructed:

- (1) Private roads within the Subdivision.
- (2) Swim and Tennis Club.
- (3) Staffing of maintenance and security forces, if any.
- (4) Common Area landscaping and lighting.
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- (6) Snow removal and storage areas.
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The Association shall have no other purpose than those specified herein, and shall expressly be prohibited from representing the Owners and residents of Lots within the Subdivision on issues of land use, planning, municipal annexation, master plan amendments, growth, area development or similar matters.

The Association shall purchase any and all equipment, materials and supplies necessary to undertake its duties imposed by this Declaration, its Articles and By-Laws. The Association may purchase any equipment, materials and supplies from the Declarant provided the purchase price shall be the fair market value thereof.

The Association may, but shall not be obligated, to maintain or support certain activities within the Subdivision designed to make the Subdivision safer than it otherwise might be. Neither the Association nor the Declarant shall in any way be considered insurers or guarantors of security within the Subdivision, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system, security personnel or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants that the Association and the Declarant, are not insurers or liable to persons living in or visiting the Subdivision for conduct resulting from acts of third parties.

**Section 2. Formation and Management Under Article 3 of NRS Chapter 116**

The Association shall be a nonprofit Nevada corporation formed under Chapter 82 of the Nevada Revised Statutes. The Association is not authorized to have and shall not issue any capital

BK501130908

**ROBERT M. SADER, LTD.**  
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**462 COURT STREET**  
**RENO, NEVADA 89501-1796**  
**(702) 329-8310**  
**Fax (702) 329-8591**

December 9, 1998

Kristine Klien  
Department of Public Works,  
Engineering Division  
P.O. Box 11130  
Reno, Nevada 89520

via Facsimile

Re: ArrowCreek (Case No. DA9-1-93) Proposed Revision to Conditions

Dear Kris:

Brita Tryggvi of CFA, Inc. recently provided me your notes to Brita's letter of November 3, 1998 for a response relating to the questions you have raised concerning homeowners association maintenance of drainage facilities and landscaping.

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C:\MCM\STW\POINTESLA Klien.rtf



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C:\MCGASW\POINTS\L Klien.rtf

Kristine Klien  
December 9, 1998  
Page 2

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ROBERT M. SADER, ESQ.

RMS/tlg

cc: Brita Tryggvi  
Don Young

encl:

2045699

WHEN RECORDED, RETURN TO:

Southwest Pointe Associates, L.L.C.  
c/o Robert M. Sader, Esq.  
462 Court Street  
Reno, Nevada 89501

**ARROWCREEK**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

BK5016PC 993

I. 2. g.

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10609 105NR

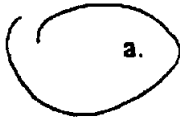
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BK 50 - PG 0907

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BK5011 50908

**ROBERT M. SADER, LTD.**  
**ATTORNEY AND COUNSELOR AT LAW**  
**462 COURT STREET**  
**RENO, NEVADA 89501**

PHONE (702) 329-8310

FACSIMILE (702) 329-8591

**Fax Transmission**

Date: 12/9/98

Time: 3:30PM

To: Kristine Klien  
Brita Tryggvi  
Don Young  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax Number: 328-3699  
856-1160  
328-8648  
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From: Robert M. Sader, Esq.

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November 18, 1998  
Project No. 88-003.47

Mr. Steve Gajewski, President  
Fieldcreek Homeowners Association  
c/o Premier Properties  
255 W. Moana Lane, Suite 108  
Reno, Nevada 89509

*Don - FYI*

**RE: ARROWCREEK PARKWAY SAD #23**

Dear Mr. Gajewski:

We have been informed by the Washoe County Public Works Department and the Regional Transportation Commission that the Fieldcreek homeowners with property abutting Arrowcreek Parkway do not like the color scheme chosen for the soundwall (ie., "San Diego Buff"). The color scheme was presented to the Washoe County Design Review Committee and approved per the committee letter dated July 16, 1997. It has further been brought to our attention that several homeowners do not wish to have the side of the fence facing their property painted. This is in conflict with the plans approved by Washoe County.

At the request of Washoe County and the Regional Transportation Commission, we are hereby asking the Homeowners Association to attempt to reach a consensus with the homeowners who own property abutting the soundwall. Either the entire wall on the homeowners side should be painted "San Diego Buff" or it should remain unpainted. If some homeowners want the wall to remain unpainted and others want the wall to be painted, the result would be a checker board appearance. This appearance would be visible to all the homeowners abutting the soundwall as there are no solid screening fences between the lots.

As time is of the essence and the contractor wishes to complete this project as soon as possible, your prompt attention to this matter is greatly appreciated. Please notify me in writing by November 30<sup>th</sup> of the consensus that has been reached.

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Melissa J. Lindell, A.I.C.P.  
Principal

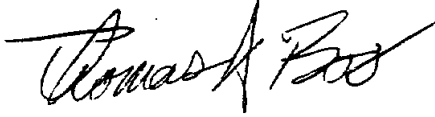
Patrick Fritchel, P.E.  
Principal

Michael J. Miller, P.L.S.  
Principal



Sincerely,

CFA, Inc.

A handwritten signature in black ink, appearing to read "Thomas A. Bos". The signature is written in a cursive style with a large initial 'T' and 'B'.

Thomas A. Bos, P.E.  
Associate

cc: Mr. Dave Roundtree, P.E. - Washoe County Engineering  
Mr. Kirk Nichols, P.E. - Regional Transportation Commission  
Ms. Kris Klein, P.E. - Washoe County Engineering  
Ms. Cheryl Ryan, AICP - Washoe County Design Review Committee Facilitator  
Mr. Bryan Sprague, P.E. - CFA, Inc.

### SOUTHWEST POINTE ASSOCIATES, L.L.C.

2600 ArrowCreek Parkway  
Reno, Nevada 89511  
Phone 702/853-2519  
Fax 702/853-3768

#### FAX MEMORANDUM

Date: Nov 10/98

No. of Pages to Follow: 0

To: BRITA

From: Monica Sylvester RICH BAINES

Re: # OF BUILDING PERMITS



<u>ARROWCREEK BUILDINGS</u>	<u>10</u>
<u>ARROWCREEK BRIDGES</u>	<u>3</u>
<u>CUSTOM HOMES</u>	<u>6</u>
<u>PRODUCTION</u>	<u>32</u>
<u>SALES TRAILERS</u>	<u>3</u>
<u>ADMIN TRAILERS</u>	<u>6</u>
	<u>55</u>



PLANNERS

ENGINEERS

SURVEYORS

LANDSCAPE ARCHITECTS

1150 CORPORATE BLVD RENO NV 89502 (702) 856-1150

FAX (702) 856-1160

FAX FAX FAX FAX FAX FAX FAX

IF ANY PART OF THIS FAX IS ILLEGIBLE, PLEASE CALL

TO: Don Young	DATE: 11/18/98
COMPANY: Community Development	PAGES: 2
DEPART.	FAX NO:
FROM: Britz	PHONE NO:
PROJ NAME: ArrowCreek	CFA PROJ NO: 88-063.46

Message

Don - In compliance w/ Condition #7 from the development agreement, which requires a quarterly report indicating the number of building permits issued, I am sending you the attached information.

~~which~~

FAX FAX FAX FAX FAX FAX FAX



Project No 88-003.46  
November 3, 1998

Mr. Don Young  
Department of Community Development  
P. O. Box 11130  
Reno, NV 89520

Ms. Kristine Klein  
Department of Public Works, Engineering Division  
P. O. Box 11130  
Reno, NV 89520

RECEIVED  
NOV 04 1998  
WASHOE COUNTY  
COMMUNITY DEVELOPMENT

**Subject: ArrowCreek (Case No. DA9-1-93)**

Dear Don and Kris:

This letter summarizes the modifications we would like to make to Condition #22. The revised street sections, which are attached, will be used in Units 6 and 8 in Phase I, Phase II, and all subsequent phases. The production builders in Phase I (i.e., Ryder Homes, Silver Star, and New Cities) are using different street sections, which were approved by the Washoe County Engineering Division. These three builders will continue to use these street sections in their future phases located in Phase I.

22. The following roadway sections shall be applicable to the public and private on site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.

- a. Private Common Driveway - No change.
- b. Rural Private - ~~48 or 44~~ ~~24 or 27~~ foot ROW (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. When a rural private street provides a connection between neighborhoods, a minimum 4-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations for pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. ~~The right-of-way for this street section is 48 feet.~~ When a connection between neighborhoods is not provided, no paths will be constructed. ~~The right-of-way for this section is~~

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Melissa J. Lindell, A.I.C.P.  
Principal

Patrick Fritchel, P.E.  
Principal

Michael J. Miller, P.L.S.  
Principal

~~44 feet~~. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

- c. Local Private - 48 ~~24 or 27~~ foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
- d. Collector Private - 51 ~~25 or 29~~ foot minimum ROW (500 to 2000 ADT): minimum 24-foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 5-foot asphalt or decomposed granite path on one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)
- e. Collector Private - No change.
- f. Collector Private - No change.
- g. Minor Arterial, Private - No change.
- h. Minor Arterial, Public - No change.

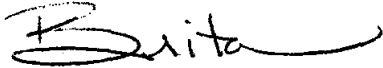
Additionally, we would like to make one change to Exhibit E in the Development Standards Handbook. On page 2-15, under the heading Street and Median Guidelines, the sixth sentence reads as follows: "The developer is also responsible for installation and maintenance of all median landscaping and all landscaping along the edge of the minor arterial and collector streets." The proposed change would be modified to read: "The developer is also responsible for installation and the Homeowners' Association is responsible for maintenance of all common area median landscaping and all common area landscaping along ArrowCreek Parkway."

As you know, it was anticipated that the Development Agreement would periodically need to be amended and updated, and we provided examples of modifications that would be considered to be in substantial compliance with the overall character and design of the project. Such modifications can be approved by staff. Modifications to the street

standards were among the changes that were considered to be in substantial compliance with the overall character of the project.

If you are in agreement with the preceding statements, please acknowledge by signing in the space provided. If you have any questions or need additional information, please contact me.

Sincerely,



Brita Tryggvi, AICP  
Principal

Attachments

pc: Claudia Troisi, Southwest Pointe Associates  
Bob Sader

\_\_\_\_\_  
Don Young

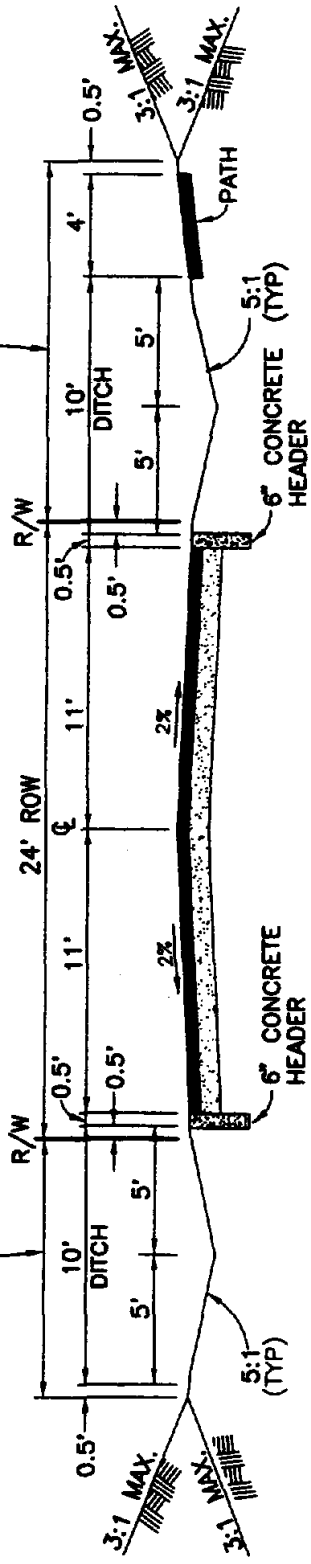
\_\_\_\_\_  
Date

\_\_\_\_\_  
Kristine Klein

\_\_\_\_\_  
Date

10' SNOW STORAGE, DRAINAGE AND PUBLIC UTILITY EASEMENT

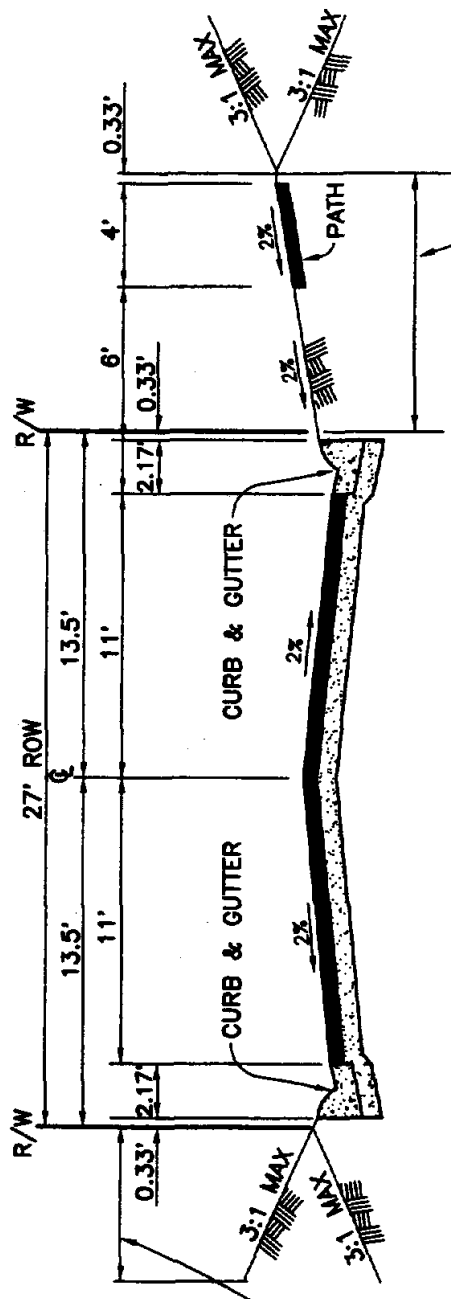
\*14' SNOW STORAGE, DRAINAGE AND PUBLIC UTILITY EASEMENT



### TYPICAL SECTION

## 24' ROW (RURAL PRIVATE, ADT=200 MAXIMUM)

\*WHEN A RURAL STREET DOES NOT PROVIDE CONNECTION BETWEEN NEIGHBORHOODS, NO PATH WILL BE CONSTRUCTED. THE EASEMENT WOULD BE REDUCED TO 10' AND NO PROVISIONS FOR ACCESS ARE NECESSARY



### TYPICAL SECTION

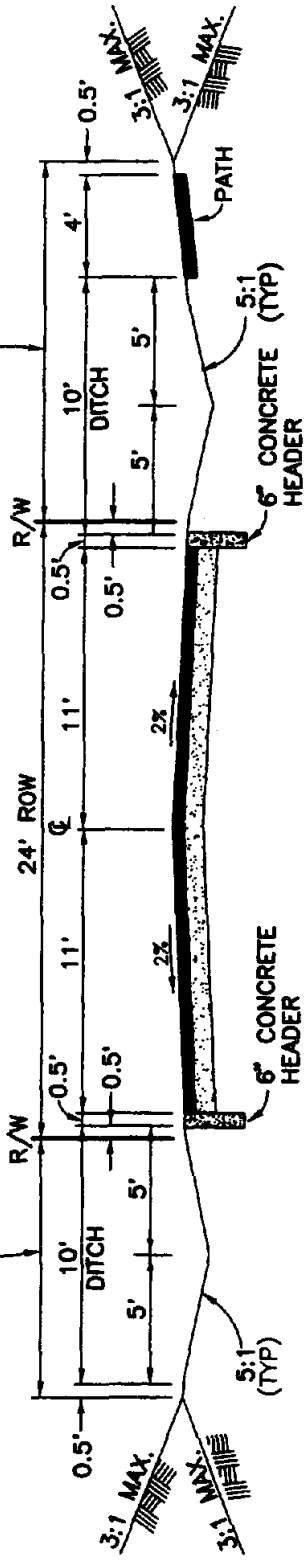
## 27' ROW (RURAL PRIVATE, ADT=200 MAXIMUM)

\*WHEN A RURAL STREET DOES NOT PROVIDE CONNECTION BETWEEN NEIGHBORHOODS, NO PATH WILL BE CONSTRUCTED. THE EASEMENT WOULD BE REDUCED TO 5' AND NO PROVISIONS FOR ACCESS ARE NECESSARY

5' SNOW STORAGE AND PUBLIC UTILITY EASEMENT,  
10' SNOW STORAGE AND PUBLIC UTILITY EASEMENT,  
WHERE VAULTS ARE LOCATED

\*10' ACCESS, SNOW STORAGE AND PUBLIC UTILITY EASEMENT.  
NO UTILITY VAULTS WILL BE LOCATED ON THIS SIDE OF THE STREET.  
PATH CAN BE LOCATED ANYWHERE WITHIN EASEMENT.

10' SNOW STORAGE, DRAINAGE AND PUBLIC UTILITY EASEMENT

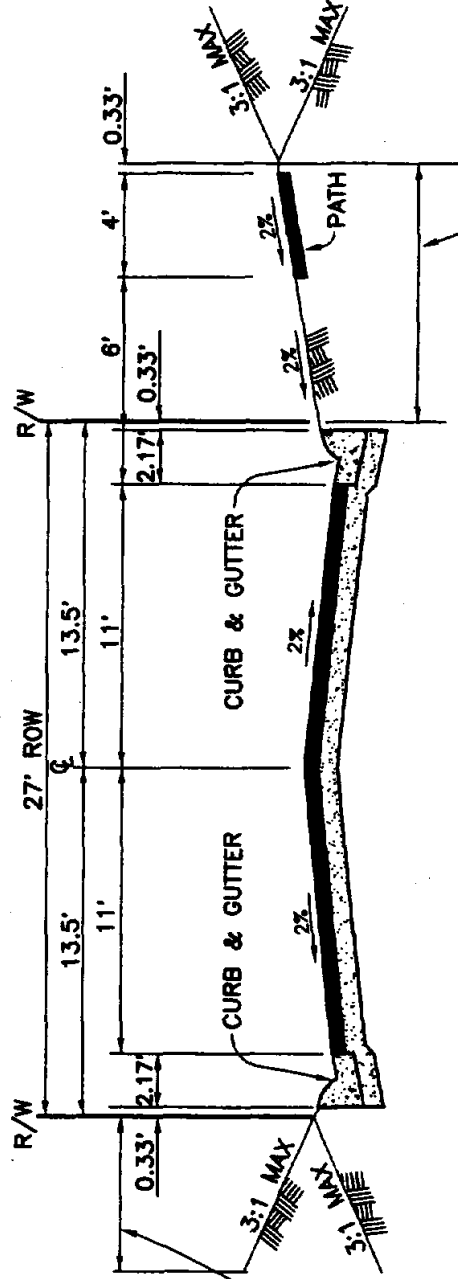


**TYPICAL SECTION**

**24' ROW (LOCAL PRIVATE, ADT=200 TO 500)**

10' SNOW STORAGE AND PUBLIC UTILITY EASEMENT. NO UTILITY VAULTS WILL BE LOCATED ON THIS SIDE OF THE STREET. PATH CAN BE LOCATED ANYWHERE WITHIN EASEMENT.

5' SNOW STORAGE AND PUBLIC UTILITY EASEMENT. 10' SNOW STORAGE AND PUBLIC UTILITY EASEMENT. WHERE VAULTS ARE LOCATED

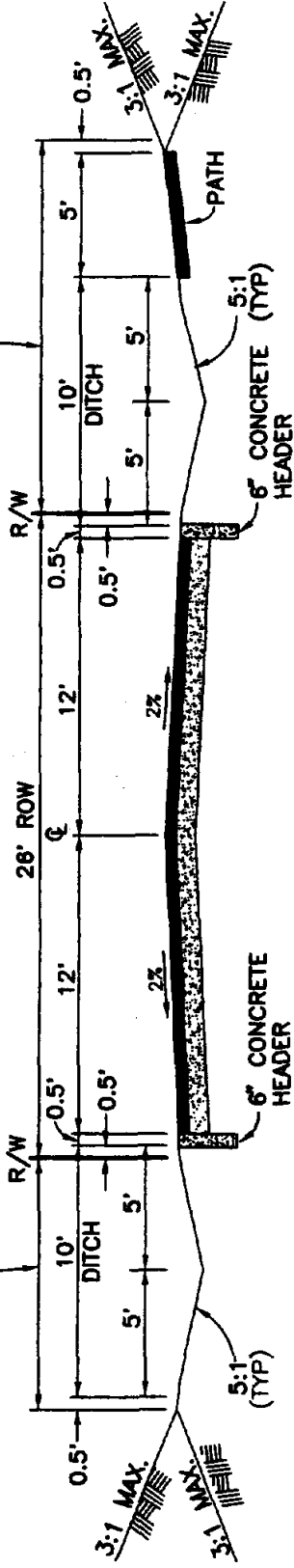


**TYPICAL SECTION**

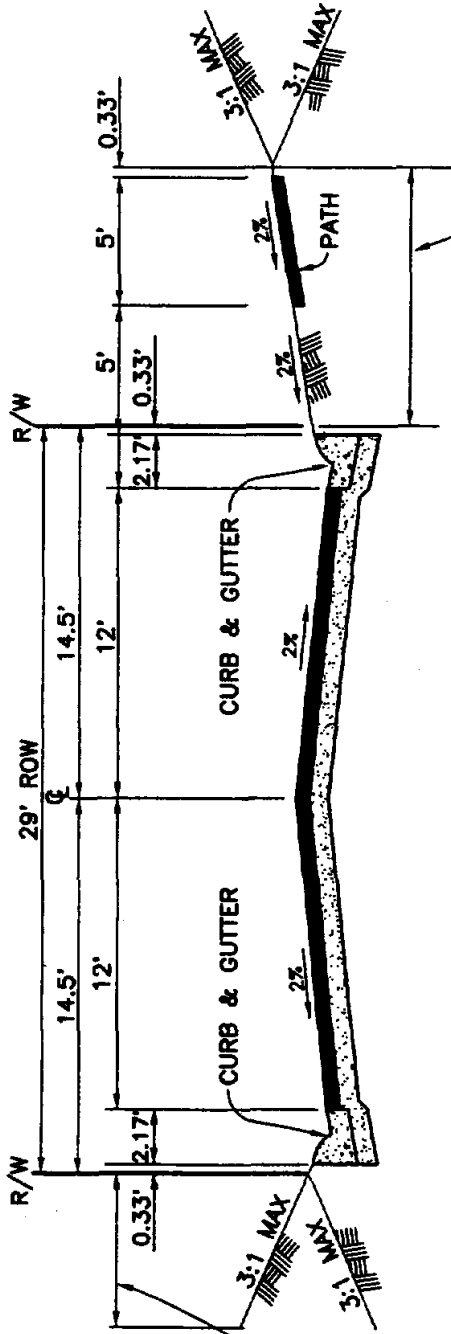
**27' ROW (LOCAL PRIVATE, ADT=200 TO 500)**



10' SNOW STORAGE, DRAINAGE AND PUBLIC UTILITY EASEMENT



**TYPICAL SECTION**  
**26' ROW (COLLECTOR PRIVATE, ADT=500 TO 2,000)**



**TYPICAL SECTION**  
**29' ROW (COLLECTOR PRIVATE, ADT=500 TO 2,000)**

10' SNOW STORAGE, DRAINAGE AND PUBLIC UTILITY EASEMENT

5' SNOW STORAGE AND PUBLIC UTILITY EASEMENT, WHERE VAULTS ARE LOCATED

10' ACCESS, SNOW STORAGE AND PUBLIC UTILITY EASEMENT. NO UTILITY VAULTS WILL BE LOCATED ON THIS SIDE OF THE STREET. PATH CAN BE LOCATED ANYWHERE WITHIN EASEMENT.

Date: 1998/10/19 08:01

Name: Sader, Bob

Company:

Phone: 329-8310

Status: Please Call

Message: [REDACTED] O/S dedication 1025 10/16

Spoke with KM and BT before calling Bob. We need to establish some type of phasing schedule for the O/S since we have or are recording more than a third of the lots but have only a much smaller proportion of O/S. BT will be checking with G Smith and A/C to see if they have any problems with that idea. Bob thinks that it could work as long as we avoid areas adjacent to potential subdivisions or the golf courses to give them the flexibility they need there. 1100 10/20 DY



October 15, 1998  
 Project No. 88-003.43

Mr. Dave Roundtree, P.E.  
 Director of Public Works  
 Washoe County Public Works  
 P.O. Box 11130  
 Reno, Nevada 89520

RE: XXXXXXXXXXXXXXXXXXXX PARKWAY (SAD#23)

Dear Dave:

As you are aware, the Wolf Run Golf Course recently opened for use. With the construction of the Arrowcreek Parkway SAD #23, it has become apparent that the portion of the golf course that parallels the parkway has created a serious safety concern for vehicles utilizing the road. On several occasions, errant golf balls have come dangerously close to individuals involved with construction of the parkway. Just imagine the consequences of an errant golf ball striking the windshield of a westbound vehicle once the roadway is opened to the public.

Currently, this portion of Arrowcreek Parkway is tentatively scheduled to be opened to the public around November, 1998. The possibility of an errant golf ball striking a vehicle and/or pedestrian utilizing Arrowcreek Parkway will be an ever-present life safety issue unless it is addressed prior to the opening of the roadway.

Please don't hesitate to call me if you would like to discuss this matter further.

Sincerely,

CFA, Inc.

Thomas A. Bos, P.E.  
 Associate

Samuel Chacón, P.E.  
 President

Bryan Sprague, P.E.  
 Vice President

Brita Tryggvi, A.I.C.P.  
 Principal

Melissa J. Lindell, A.I.C.P.  
 Principal

Patrick Fritchel, P.E.  
 Principal

Michael J. Miller, P.L.S.  
 Principal

cc: Kirk Nichols, P.E. - RTC  
 Kris Klein, P.E. - Washoe County Department of Public Works  
 Bryan Sprague, P.E. - CFA, Inc.

**ROBERT M. SADER, LTD.**  
**ATTORNEY AND COUNSELOR AT LAW**  
**462 COURT STREET**  
**RENO, NEVADA 89501**

**PHONE (702) 329-8310**

**FACSIMILE (702) 329-8591**

**Fax Transmission**

**Date: Monday, October 5, 1998**

**Time: 1:19 PM**

**To: Karen Mullen  
Don Young  
Brita Tryggvi  
Claudia Troisi**

**Fax Number: 829-8014  
328-3648  
856-1160  
823-5510**

**From: Robert M. Sader, Esq.**

**TOTAL NUMBER OF PAGES:**  
(Including this transmittal page)

11 PAGES TOTAL

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**IF YOU DO NOT RECEIVE ALL THE PAGES OF THIS FAX, PLEASE CALL 702-329-8310.**

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**ROBERT M. SADER, LTD.**  
**A PROFESSIONAL LEGAL CORPORATION**  
462 COURT STREET  
RENO, NEVADA 89501-1796  
(702) 329-8310  
FAX (702) 329-8591

October 5, 1998

Karen Mullen  
Director, Parks Department  
2601 Plumas  
Reno, Nevada 89509

via facsimile: 829-8014

Don Young  
Community Development  
1001 E. 9<sup>th</sup> Street  
2<sup>nd</sup> Floor, Building "A"  
Reno, Nevada 89502

via facsimile: 328-3648

Re: ArrowCreek Open Space Dedication

Dear Karen and Don:

Some time ago Brita Tryggvi and I met with you to discuss the procedures for incremental dedication of ±1,500 acres of open space to Washoe County as development progresses at ArrowCreek. We agreed that a deed and a restrictive covenant regarding land uses would best effectuate the development agreement required for phased dedications and future use restrictions.

We believe the first two parcels of open space adjacent to existing final mapped areas should now be dedicated. Enclosed please find drafts of a deed and restrictive covenant for this purpose, as well as a site map showing you the location of these parcels. Parcel 1 (13.01 acres) has been created by a final map. Parcel 2 will be created by a record of survey, which has been submitted to the County Engineer for approval.

Please review these documents and confirm they are in order. I will then supply originals to one of you (you choose) for agendizing acceptance by the BBC.

Sincerely,



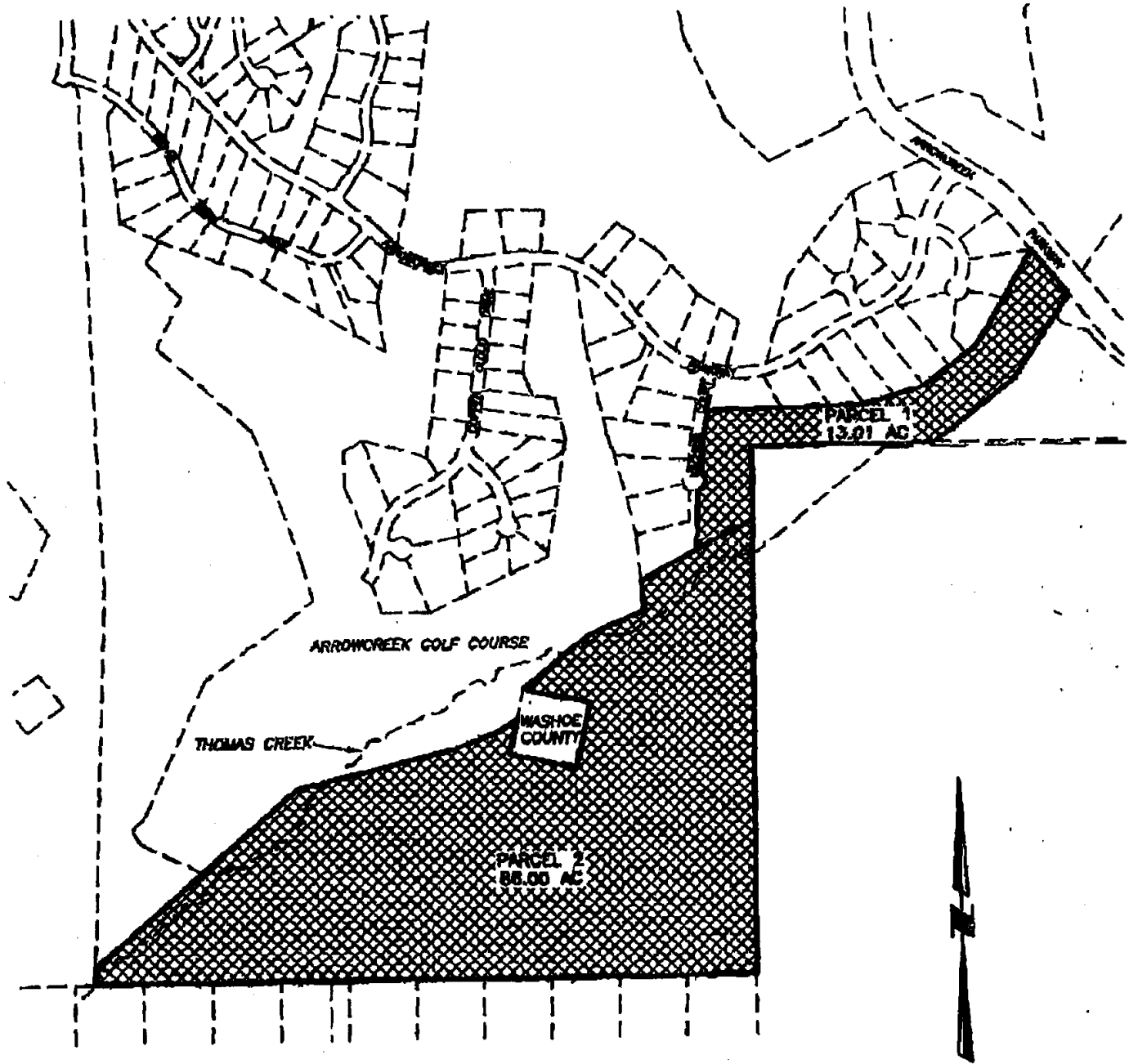
ROBERT M. SADER

RMS/tg

Enclosures

cc: Brita Tryggvi (w/ enclosures, via Facsimile)  
Claudia Troisi (w/ enclosures, via Facsimile)

City of Reno Washoe County Open Space Ag  
October 5, 1998



**EXHIBIT  
OPEN SPACE DEDICATION**

**DRAFT**

1 When Recorded, Return To:  
 2 Southwest Pointe Associates, L.L.C.  
 3 c/o Robert M. Sader, Esq.  
 4 462 Court Street  
 5 Reno, NV 89501  
 6 APN: \_\_\_\_\_

**QUITCLAIM DEED**

7 THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1998, by and  
 8 between **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company,  
 9 hereinafter referred to as "Transferor"; and the **COUNTY OF WASHOE**, a political subdivision  
 10 of the State of Nevada, hereinafter referred to as "Transferee".

**WITNESSETH:**

11 That the Transferor, in consideration of the sum of **TEN DOLLARS (\$10.00)**, lawful money  
 12 of the United States of America, to it in hand paid by Transferee, the receipt whereof is hereby  
 13 acknowledged, does by these presents quitclaim and convey unto the Transferee, its successors and  
 14 assigns forever, without any covenant or warranty whatsoever, whether express or implied, all  
 15 Transferor's right, title and interest in that certain real property situate in the County of Washoe,  
 16 State of Nevada, more particularly described on Exhibit "A", attached hereto and incorporated herein.

17 **TOGETHER WITH ALL** and singular the tenements, hereditaments and appurtenances  
 18 thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, rents,  
 19 issues and profits thereof, except water rights of all kinds, which are reserved to Transferor.

20 **TO HAVE AND TO HOLD** the said premises, together with the appurtenances, unto  
 21 Transferee and to its successors and assigns forever.

22 **IN WITNESS WHEREOF**, the Transferor has executed this indenture the day and year first  
 23 above written.

**TRANSFEROR:**

24 **SOUTHWEST POINTE ASSOCIATES, L.L.C.,**  
 25 **a Delaware limited liability company**

26 By: \_\_\_\_\_  
 27 **JEFFERY DINGMAN, President**

28 By: \_\_\_\_\_  
**CLAUDIA TROISI, General Manager**

1 STATE OF NEVADA )  
 2 COUNTY OF WASHOE ) ss.

3 This instrument was acknowledged before me on \_\_\_\_\_, 1998 by  
 4 JEFFERY DINGMAN as President of SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware  
 limited liability company.

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

STATE OF NEVADA )  
 COUNTY OF WASHOE ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 1998 by  
 CLAUDIA TROISI as General Manager of SOUTHWEST POINTE ASSOCIATES, L.L.C., a  
 Delaware limited liability company.

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



## EXHIBIT "A"

## DESCRIPTION

Parcel 1:

A parcel of land situate within Sections 23, 24 and 26, T18N, R19E, MDM, Washoe County, Nevada; more particularly described as follows:

Parcel A of Arrowcreek Subdivision, Unit 1, as shown on the plat thereof, recorded October 17, 1997, as Tract Map 3461, Document No. 2145697, Official Records of Washoe County, Nevada.

Containing 13.01 acres, more or less.

Parcel 2:

A parcel of land situate within the north one-half of Section 26, T18N, R19E, MDM, Washoe County, Nevada, being a portion of Parcel 4 of Parcel Map 3301, as shown on the plat thereof, recorded February 27, 1998, as Document No. 2183717, Official Records of Washoe County, Nevada; more particularly described as follows:

Commencing at the northeast corner of said Section 26;  
 thence along the east line of said Section 26, S 00°41'04" W, 362.35 feet to the POINT OF BEGINNING;  
 thence along the boundary line of said Parcel 4 the following twelve (12) courses and distances:  
 S 61°56'16" W, 620.58 feet;  
 S 04°56'53" E, 145.42 feet;  
 S 66°19'53" W, 311.03 feet;  
 S 49°29'09" W, 415.08 feet;  
 S 77°46'57" E, 330.00 feet;  
 S 12°13'03" W, 330.00 feet;  
 N 77°46'57" W, 330.00 feet;  
 N 12°13'03" E, 172.70 feet;  
 S 56°29'11" W, 92.43 feet;  
 S 68°59'35" W, 258.26 feet;  
 S 75°39'35" W, 778.91 feet;  
 S 48°28'07" W, 621.79 feet;  
 thence continuing S 48°28'07" W, 695.68 feet to a point on the said boundary line of Parcel 4;  
 thence along said boundary line the following three (3) courses and distances:  
 S 02°15'30" W, 82.82 feet to a point on the east-west centerline of said Section 26;  
 along said east-west centerline N 89°58'50" E, 3203.90 feet to the east one-quarter corner of said Section 26;  
 along said east line of Section 26, N 00°41'04" E, 2276.96 feet to the point of beginning.

Containing 86.00 acres, more or less.

DRAFT

1 WHEN RECORDED, RETURN TO:

2 Southwest Pointe Associates, L.L.C.  
 3 o/o Robert M. Sader, Esq.  
 4 462 Court Street  
 5 Reno, NV 89501

## 6 RESTRICTIVE COVENANT

7 THIS RESTRICTIVE COVENANT ("Covenant") is made as of this \_\_\_\_\_ day of  
 8 \_\_\_\_\_, 1998, by SOUTHWEST POINT ASSOCIATES, L.L.C., a Delaware  
 9 limited liability company ("SPA").

### 10 1. GENERAL.

11 1.1 SPA is the owner and developer of certain real property located in Washoe County,  
 12 Nevada known as a portion of ArrowCreek (ArrowCreek is described in Washoe County Case No.  
 13 DA9-1-93).

14 1.2 A portion of ArrowCreek owned by SPA is certain land more particularly described  
 15 in Exhibit "1", attached hereto and incorporated herein, (the "Restricted Parcel")

16 1.3 SPA intends hereby to restrict any owner's or occupant's right to use all or any portion  
 17 of the Restricted Parcel as specified herein.

18 1.4 The covenants and restrictions on the Restricted Parcel specified herein are for the  
 19 benefit of SPA personally and for the owners of property in ArrowCreek, as represented by the  
 20 ArrowCreek Homeowner's Association, a Nevada nonprofit corporation ("HOA"). The right to  
 21 enforce this Restrictive Covenant shall be granted only to SPA or HOA, or a successor by an express  
 22 assignment, recorded against Exhibit "1", of SPA's or HOA's rights hereunder.

23 1.5 SPA intends to convey all its right, title and interest in the Restricted Parcel to Washoe  
 24 County, a political subdivision of the State of Nevada, ("County"). County agrees, by accepting this  
 25 Covenant, to comply with all use restrictions specified herein, as well as other provisions hereof.

### 26 2. USE RESTRICTIONS.

27 2.1 Use of the Restricted Parcel shall be restricted, except as otherwise provided in this  
 28 Section 2, to only those uses allowed in the Open Space land use regulatory zone of the Washoe  
 County Development Code (Section 110.106.70), but excluding therefrom any active recreation  
 facilities (parks, playgrounds, sports fields and courts) except as allowed in Subsection 2.2 below.  
 Notwithstanding the foregoing, installation and maintenance of utility facilities and access roads  
 thereto (e.g., sewer, water, gas, telephone, electric, storm drainage, cable TV) and the creation and  
 maintenance of any firebreaks required by state or local agencies shall be allowed, as well as any  
 ancillary or associated uses to ArrowCreek allowed by County.

2.2 Limited use of the Restricted Parcel for either of two public trails is allowed, Thomas  
 Creek Trail or the McKay Flume Trail, as delineated on the Washoe County Regional Trail And Park  
 Plan, provided the use of each trail is limited to the following activities.

(a) Construction, repair and maintenance of a trail for recreational uses, including,  
 but not limited to, public hiking, bicycle riding, jogging, horseback riding and  
 other pedestrian and equestrian uses. Motorized vehicles of all kinds shall be

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prohibited and blocked from using the trail, except for County-authorized vehicles used for construction, maintenance or repair of the easement area.

(b) Use of the trail by the general public for recreational purposes, subject to any regulations of public use imposed by County, however, common park facilities shall not be allowed, including, but not limited to, community or neighborhood parks, children's playgrounds, ballfields, tennis courts, basketball courts, group picnic access, swimming pools, and other active recreational uses other than fishing and use of the walking-jogging-equestrian path or trail.

(c) Installation, maintenance and repair of landscaping, turf or gardens, if any.

3. **RESTRICTIONS RUN WITH THE LAND.**

The use restrictions on the Restricted Parcel set forth in this Covenant shall be burdens on the Restricted Parcel and shall run with the land.

4. **SUCCESSORS AND ASSIGNS.**

This Covenant and the restrictions created hereby shall be binding upon any party owning any interest in all or any portion of the Restricted Parcel, its heirs, personal representatives, successors and assigns; provided, however, that if any such party transfers all or any portion of its interest in such Restricted Parcel, such party shall thereupon be released and discharged from any and all obligations as owner in connection with the interest transferred by it arising under this Covenant after the transfer.

5. **DURATION AND TERMINATION.**

Except as otherwise provided herein, the term of this Covenant shall be for ninety-nine (99) years from the date hereof, after which time this Covenant shall have no further force and effect.

6. **INJUNCTIVE OR ENFORCEMENT RELIEF.**

In the event of any violation or threatened violation by any person of any of the restrictions contained in this Covenant, those parties entitled to enforce this Covenant shall have the right to enjoin such violation or threatened violation or otherwise enforce the provisions hereof in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Covenant or provided by law.

7. **MODIFICATION AND TERMINATION.**

This Covenant may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written consent of SPA or HOA, as specified in Subsection 1.4 above, which consent must be recorded in the office of the Recorder of Washoe County.

8. **WAIVER.**

The failure to insist upon strict performance of any of the restrictions or other terms and conditions contained herein shall not be deemed a waiver of any rights or remedies, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions, or other terms and conditions contained herein.

1 9. ATTORNEY'S FEES.

2 In the event a party entitled to enforce this Covenant initiates or defends any legal action or  
3 proceeding to enforce or interpret any of the terms of this Covenant, the prevailing party in any such  
4 action or proceeding shall be entitled to recover from the losing party in any such action or  
proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees  
on any appeal).

5 10. SEVERABILITY.

6 If any term or provision of this Covenant or the application of it to any person or circumstance  
7 shall to any extent be invalid or unenforceable, the remainder of this Covenant or the application of  
8 such term or provision to persons or circumstances, other than those as to which it is invalid or  
unenforceable, shall not be affected thereby, and each term and provision of this Covenant shall be  
valid and shall be enforced to the extent permitted by law.

9 11. CAPTIONS AND HEADINGS.

10 The captions and headings in this Covenant are for reference only and shall not be deemed  
11 to define or limit the scope or intent of any of the terms, covenants, conditions or agreements  
contained herein.

12 12. CONSTRUCTION.

13 In construing the provisions of this Covenant and whenever the context so requires, the use  
14 of a gender shall include all other genders, the use of the singular shall include the plural, and the use  
of the plural shall include the singular.

15 13. RECORDATION.

16 This Covenant shall be recorded against the Restricted Parcel in the office of the Washoe  
17 County Recorder.

18 EXECUTED as of the day and year first above written.

19  
20 **SOUTHWEST POINTE ASSOCIATES,  
L.L.C., a Delaware limited liability company**

21  
22  
23 By: \_\_\_\_\_  
JEFFERY E. DINGMAN, President

24  
25 By: \_\_\_\_\_  
CLAUDIA TROISI, General Manager

26  
27  
28

1 **ACCEPTED:**  
 2 **BOARD OF WASHOE**  
 3 **COUNTY COMMISSIONERS**

4  
 5 By: \_\_\_\_\_  
 6 **JOANNE BOND, Chairperson**

7 **ATTEST:**  
 8  
 9  
 10 \_\_\_\_\_  
 11 **JUDI BAILEY, County Clerk**

12 **STATE OF NEVADA** )  
 13 ) **ss.**  
 14 **COUNTY OF WASHOE** )

15 This instrument was acknowledged before me on \_\_\_\_\_, 1998 by **JEFFERY E. DINGMAN** as President of **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company.

16  
 17  
 18 **NOTARY:** \_\_\_\_\_

19  
 20  
 21 **STATE OF NEVADA** )  
 22 ) **ss.**  
 23 **COUNTY OF WASHOE** )

24 This instrument was acknowledged before me on \_\_\_\_\_, 1998 by **CLAUDIA TROISI** as General Manager of **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company.

25  
 26 **NOTARY:** \_\_\_\_\_

27  
 28

## EXHIBIT "A"

## DESCRIPTION

Parcel 1:

A parcel of land situate within Sections 23, 24 and 26, T18N, R19E, MDM. Washoe County, Nevada; more particularly described as follows:

Parcel A of Arrowcreek Subdivision, Unit 1, as shown on the plat thereof, recorded October 17, 1997, as Tract Map 3461, Document No. 2145697, Official Records of Washoe County, Nevada.

Containing 13.01 acres, more or less.

Parcel 2:

A parcel of land situate within the north one-half of Section 26, T18N, R19E, MDM. Washoe County, Nevada, being a portion of Parcel 4 of Parcel Map 3301, as shown on the plat thereof, recorded February 27, 1998, as Document No. 2183717, Official Records of Washoe County, Nevada; more particularly described as follows:

Commencing at the northeast corner of said Section 26;

thence along the east line of said Section 26, S 00°41'04" W, 362.35 feet to the POINT OF BEGINNING;

thence along the boundary line of said Parcel 4 the following twelve (12) courses and distances:

S 61°56'16" W, 620.58 feet;

S 04°56'53" E, 145.42 feet;

S 66°19'53" W, 311.03 feet;

S 49°29'09" W, 415.08 feet;

S 77°46'57" E, 330.00 feet;

S 12°13'03" W, 330.00 feet;

N 77°46'57" W, 330.00 feet;

N 12°13'03" E, 172.70 feet;

S 56°29'11" W, 92.43 feet;

S 68°59'35" W, 258.26 feet;

S 75°39'35" W, 778.91 feet;

S 48°28'07" W, 621.79 feet;

thence continuing S 48°28'07" W, 695.68 feet to a point on the said boundary line of Parcel 4;

thence along said boundary line the following three (3) courses and distances:

S 02°15'30" W, 82.82 feet to a point on the east-west centerline of said Section 26;

along said east-west centerline N 89°58'50" E, 3203.90 feet to the east one-quarter corner of said Section 26;

along said east line of Section 26, N 00°41'04" E, 2276.96 feet to the point of beginning.

Containing 86.00 acres, more or less.



FACSIMILE TRANSMITTAL

Washoe County
Department of
Community
Development
1001 E. Ninth St, Bldg. A
Post Office Box 11130
Reno, NV 89520-0027
Tel: 702-328-3600
Fax: 702-328-3648

DATE: August 27, 1998 FAX: 853-4888
TO: Sheila Atkarian
FROM: Don Young
Washoe County Department of Community Development

Total number of pages (including this page): 1

If you do not receive all pages as indicated, please call 328-6100 as soon as possible.

MESSAGE:

In response to a request from Jess Traver concerning the placement of trails or sidewalks within the ArrowCreek development, please call.

Spoke w/ Mrs & Mr Atkarian at 0900.
RTC has told developer to build
sidewalk on N side because the
2 lanes being constructed now
are only one-half of roadway
that RTC assumes will be built.
They've said & will be calling
RTC & their commissioners.

John B. Hester, AICP
Director

W. Dean Diederich,
AICP
Planning Manager

Jess S. Traver, P.E.
County Building
Official



Date: Fri 5-15-1998 16:17

Name: Underwood, Gary

Company: DESIGN FACTOR

Phone: 714-457-7880

Status: Please Call

Message: 1605

Spoke w/ GU and noted that two entry signs were allowed per subd.  
They could either be at 2 separate entrances or both at one. Steve  
G has seen package and does not have problems with it either.

1620 DY



.....

**The Design Factor**

April 29, 1998

Don Young  
Washoe County  
Dept. of Community Development  
PO Box 11130  
Reno, Nevada 89520

RE: Arrow Creek

Dear Don:

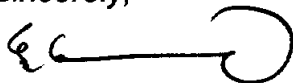
Attach is the proposed sign program for the street front signage at Arrow Creek. This will replace any previous submittals, and reflects the current plan for sign design and locations.

I offer the following comments in general:

- The rocks and boulders visible in the drawings will be gathered from the site.
- Sign number 3 will be located at the beginning of the median as you approach the gatehouse area.
- Sign number 7 is shown flanking the entry portals at most individual developments. As the landscape plan evolves, there may not be a need for two (2) signs at each entry. The location plan represents the maximum number of signs, with a reduction in quantity seen as probable.
- As my scope of services continues, submittals for the golf facility and tennis/swim club will be forthcoming. Those sign programs will be compatible with the design direction established here.

After reviewing this document, please call me with any questions or comments.

Sincerely,




Gary Underwood

.....

10 Carriage Hill Lane  
Laguna Hills, CA 92653

(714) 457-7880  
FAX: (714) 472-4240

5/5/98  
Approved as being in substantial  
conformance.  


Date: 15-Mar-98 09:09  
From: KKLEIN @WASHOE (Klein, Kr)  
To: brendacfa@aol.com  
Subject: ARROWCREEK LOOP ROAD LANDSCAPING

Brenda,  
I'm working today until about 1 or 2, so you can call me if you get this. I'm reviewing the permit for the loop road landscape plans. The sight triangle letter and exhibits you submitted are great!! But, it looks like Dale may be putting quite a bit of stuff - shrubs and boulders - into the ditches. (See sheet L13, section F/L-13.) Did you take this into account when choosing a Manning's n for the ditch calcs? Also, it looks like the ditch gets narrower on the landscape plans. The section calls for a 5-20' ditch area, but you plans have a 9-10' ditch area. I want to make sure we are not losing ditch capacity due to landscaping. Please verify the ditch capacity, and then Engineering will sign off. I'll fax you a turn-down for this and send the plans to Building for continued review. Also, these plans show the path outside the right-of-way in quite a few places. I suggest getting the proper easements for the Homeowners Assoc. in these areas.

Kris Klein, Washoe County Engineering  
kklein@smtp.co.washoe.nv.us  
phone: 702-328-2046

Talked to Bryan Sprague 3/19/98.  
He believes this has been addressed. He went over ditches w/ Dale before landscape design was done. Bryan will double check the final landscape plans. Told Bryan we need something on the landscape plans to I.D. <sup>identify</sup> minimum ditch width, depth, etc.



Post-It® Fax Note	7671	Date	2/3	# of pages	2
To	Cheryl Ryan	From	Dale Doerr		
Co/Dept.	Dev. Review	Co.	CFA		
Phone #		Phone #			
Fax #	728-6733	Fax #			

January 14, 1998

Project No. 88-003.32

Ms. Cheryl Ryan, Assistant Planner  
 Washoe County  
 Department of Development Review  
 P.O. Box 11130  
 Reno, NV 89520

**RE: ARROWCREEK LANDSCAPING**

Dear Cheryl:

Enclosed is an application for landscaping ArrowCreek Parkway throughout the entire loop for review by members of the Design Review Committee. Thirteen sets of landscape plans will be sent to you near the first of February for the meeting on February 15<sup>th</sup>.

I will be the contact person at CFA for any questions you have or additional information you may require.

Sincerely,

Samuel Chacón, P.E.  
 President

Bryan Sprague, P.E.  
 Vice President

Brita Tryggvi, A.I.C.P.  
 Principal

Melissa J. Lindell, A.I.C.P.  
 Principal

Patrick Fritschel, P.E.  
 Principal

Michael J. Miller, P.L.S.  
 Principal

Dale Doerr, ASLA  
 Landscape Architect

**WASHOE COUNTY  
 DEPARTMENT OF DEVELOPMENT REVIEW  
 DESIGN REVIEW COMMITTEE APPLICATION  
 SUPPLEMENTAL INFORMATION**

(ALL REQUIRED INFORMATION MAY BE SEPARATELY ATTACHED)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific reference to the Design Review Committee may be found in Section 110.916.10. Design Review Committee approval is often required to ensure that a project will be compatible with surrounding properties or that appropriate buffering will be provided to mitigate any adverse effects. The condition(s) of approval that required Design Review Committee action will state the items of concern that must be addressed in this application.

Project Name: Arrow Creek - Arrow Creek Parkway Lanscaping

Case Number: DA9-1-93

Applicant Name: Southwest Pointe Partners/Care of:

Mailing Address: CFA Inc.

1150 Corporate Blvd.

Reno

Zip: 89502

Phone(s): 856-1150

FAX: 856-1160

Assessor Parcel Number(s): 152-02-08

Project Address: Southwest Truckee Meadows

Zip: N/A

Date: Fri 1-16-1998 7:03  
Name: Tryggvi, Brita  
Company: CFA  
Phone: 856-1150  
Status: Please Call  
Message: ?s on AC. Would like temp sales office. 1345/1350 1/15

Depends on type of sales office:

Comml coach requires setup, electric, and sewer permits. The review and fees seem to be dependent upon the type of fndn. Soft-set is definitely temporary; 8-point or perimeter may be considered permanent. It would require reinspection every 6 months if B&S considers it temporary. Unclear with comml coach on 8-pt or perimeter.

If a comml version of a modular structure is used, it would be considered permanent and not need re-review. Planning would still consider it as a temporary in regard to WCC 110. 1610 DY

LOT 133 off Iowa Court, 20 parking spaces  
of modular prefab for snow loading  
Needs to be ADA accessible  
Mfr determines whether soft-set is permissible.  
Letter of intent from A/C  
Will need set-up permit, separate permits  
for ramps, <sup>irrigation</sup> awnings, decks, etc.  
Fit-set will require retaining wall  
Hooked up to sewer/water initially  
4/1 Target Date

# KAUTZ ENVIRONMENTAL CONSULTANTS, INC.

5200 Neil Road, Suite 200, Reno, NV 89502  
Phone (702) 829-4411 Fax (702) 829-6161

12 January 1998

RECEIVED

JAN 15 1998

WASHOE COUNTY  
COMMUNITY DEVELOPMENT

Mr. Michael Mohler, Project Manager  
Southwest Pointe Associates, L.L.C.  
3939 South McCarran Boulevard  
Reno, NV 89502-7510

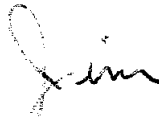
Re: Avoidance of petroglyphs and other untreated sites at ArrowCreek.

Dear Mr. Mohler:

I recently received a copy of a letter from the Nevada State Historic Preservation Office (SHPO) confirming the adequacy of the archaeological mitigation measures we performed on behalf of Southwest Pointe Associates at the ArrowCreek development (please see attachments). Thank you once again for selecting Kautz Environmental Consultants to do the work!

The SHPO letter expresses some concern about the continuing need to avoid the petroglyphs within the ArrowCreek project area. We identified all sites to be avoided in our letter of March 28, 1997 (please see attachments). If the need arises, we would be happy to assist with development of long term avoidance measures and/or monitoring of construction activities. Please feel free to call for a brief, no-cost consultation whenever there are questions or concerns regarding the petroglyphs and other untreated sites in the ArrowCreek project area.

Sincerely,



James Hutchins, Ph.D.  
Principal Investigator

Attachments: Letter to D. Sumner Young dated 16 December 1997  
Letter to Rich Baines dated 28 March 1997

cc: Rebecca Lynn Palmer, SHPO  
D. Sumner Young, Washoe County

# KAUTZ ENVIRONMENTAL CONSULTANTS, INC.

5200 Neil Road, Suite 200, Reno, NV 89502  
Phone (702) 829-4411 Fax (702) 829-6161

RECEIVED

14 October 1997

NOV 10 1997

WASHOE COUNTY  
COMMUNITY DEVELOPMENT

Mr. D. Sumner Young, AICP; Planner  
Department of Community Development  
Washoe County  
P.O. Box 11130  
1001 East Ninth Street, Building A  
Reno, NV 89520-0027

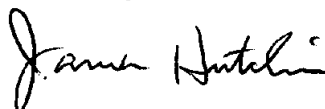
Re: Mitigation Report for ArrowCreek (Southwest Pointe) Development, Phase 2  
Southwest Pointe Partners / Redfield Land Company, Mt. Rose Fan, Washoe County

Dear Mr. Young:

Enclosed are two complete copies of the report on our data recovery operations for Phase 2 of ArrowCreek, *In the Shadow of Mt. Rose, Part II: the Archaeology of Upper Dry Creek, Washoe County, Nevada*. This report marks completion of all work associated with the mitigation of archaeological sites within the ArrowCreek project area. Contingent upon your approval of the enclosed report, please forward one copy to the State Historic Preservation Office, and one copy to the Washoe Tribe.

Please call me if you have any questions, or wish to discuss any aspect of the report.

Sincerely,



James Hutchins, Ph.D.  
Principal Investigator



RECEIVED

NOV 06 1997

WASHOE COUNTY  
COMMUNITY DEVELOPMENT

# LETTER OF TRANSMITTAL

PROJECT NO. <i>88-003.25</i>	DATE <i>11/5/97</i>
---------------------------------	------------------------

1150 Corporate Blvd., Reno, NV 89502 702/856-1150 FAX: 702/856-1160

**To:**

NAME/TITLE <i>Kris Klein</i>	ADDRESS
COMPANY <i>Public Works - Engineering</i>	

**From:**

**Project Name:**

<i>Britz Jyggvi</i>	<i>Arrow Creek</i>
---------------------	--------------------

Carrier:  U.S. Mail  Air Express  UPS  Hand Delivery  Other: \_\_\_\_\_

**We are sending you the following:**

QUANTITY	DATE	DESCRIPTION
<i>1</i>		<i>Revised Street Section for Local Streets</i>

**This information is:**

Attached  Being sent under separate cover via: \_\_\_\_\_

**Message or requested action:**

As requested     
 For your use/information     
 Sign and return     
 Review and comment  
 As submitted to: \_\_\_\_\_ on \_\_\_\_\_  
 Copy sent to: ~~\_\_\_\_\_~~ *Mike Mohler*

**Notes:**

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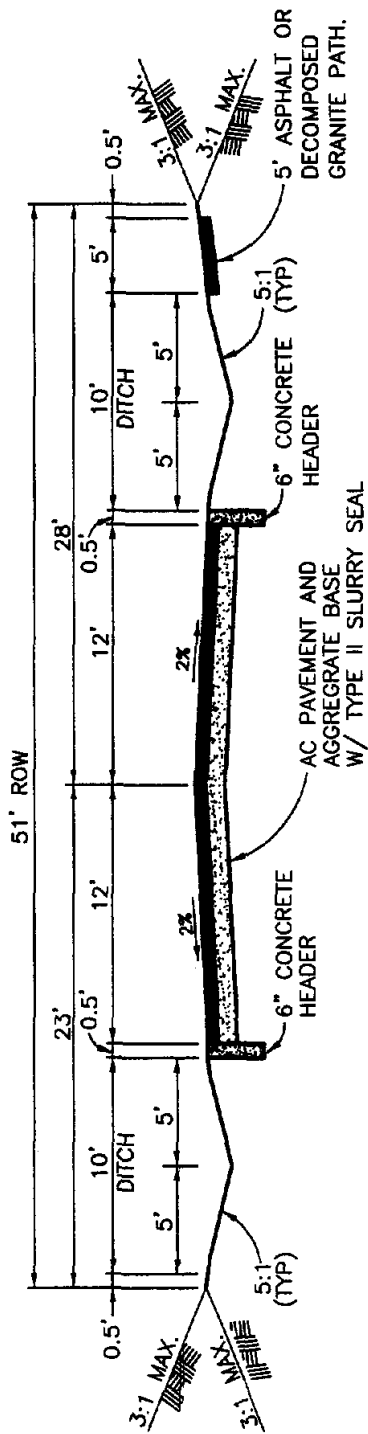
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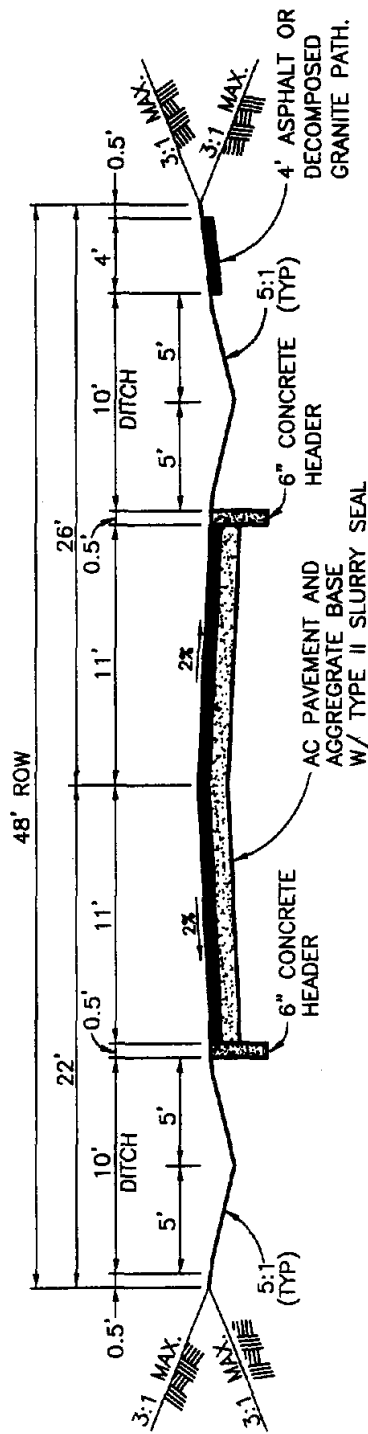
If the information received is not as noted above, please call.

*Britz Jyggvi*  
SIGNATURE





**TYPICAL SECTION**  
**51' ROW (COLLECTOR, PRIVATE, ADT = 500 TO 2,000)**



**TYPICAL SECTION**  
**48' ROW (LOCAL, PRIVATE, ADT = 200 TO 500)**

## ACKNOWLEDGMENTS

For the duration of the project, both Phases I and II, invaluable assistance was provided by Rich Baines, Construction Manager for Southwest Pointe Associates, and Ty Arndt, Job Superintendent for Landscapes Unlimited. Their sensitivity to cultural resources issues and historic preservation values greatly facilitated timely completion of the field phases of data recovery operations.

The many tasks and interdependencies involved in producing the full report, Parts I and II plus appendices, were skillfully managed by Carrie Corcoran. The superb illustrations were drawn by Jerry Oothoudt and Sandra Hedicke.



Planning Engineering  
Landscape Architecture  
Surveying

Project No 88-003.25  
October 23, 1997

Mr. Don Young  
Department of Community Development  
P. O. Box 11130  
Reno, NV 89520

Ms. Kristine Klein  
Department of Public Works, Engineering Division  
P. O. Box 11130  
Reno, NV 89520

**Subject: ArrowCreek (Case No. DA9-1-93)**

Dear Don and Kris:

This letter summarizes the modifications to Condition #22 which we discussed at our meeting on October 8. It also incorporates the subsequent suggestions that Kris gave me regarding the right-of-way widths. This letter supersedes and replaces my letter dated October 8, 1997. Revised street sections and a map of Phase I, which identifies where each street section would be used, are attached.

22. The following roadway sections shall be applicable to the public and private on site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.

- a. Private Common Driveway - No change.
- b. Rural Private - ~~60~~ ~~48~~ or ~~44~~ foot minimum ROW (maximum 200 ACT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. ~~When a rural private street provides a connection between neighborhoods, A a minimum 4-foot asphalt or decomposed granite path or gravel shoulder on both sides on one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The right-of-way for this street section is 48 feet. When a connection between neighborhoods is not provided, no paths will be constructed. The right-of-way for this section is 44 feet.~~ The County

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal

Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

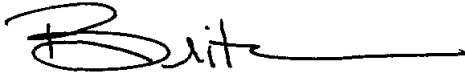
- c. Local Private - ~~60~~ ~~40~~ foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot ~~asphalt or decomposed granite~~ path on ~~both sides~~ ~~one side~~ of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
- d. Collector Private - ~~60~~ ~~51~~ foot minimum ROW (500 ADT to 2000 ADT): minimum 24-foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4 ~~5~~-foot ~~asphalt or decomposed granite~~ path on ~~both sides~~ ~~one side~~ of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)
- e. Collector Private - No change, except for the 8-foot path which will be constructed of asphalt or decomposed granite.
- f. Collector Private - No change.
- g. Minor Arterial, Private - No change.
- h. Minor Arterial, Public - No change.

As you know, it was anticipated that the Development Agreement would periodically need to be amended and updated, and we provided examples of modifications that would be considered to be in substantial compliance with the overall character and design of the project. Such modifications can be approved by staff. Modifications to the street standards were among the changes that were considered to be in substantial compliance with the overall character of the project.

At our meeting on October 8, there was agreement that the suggested modifications were acceptable. Further, based on my conversation with Kris on October 14, if we decide to construct paths on both sides of the street, thereby requiring wider rights-of-way, such a modification would automatically be acceptable to Washoe County.

If you are in agreement with the preceding statements, please acknowledge by signing below. If you have any questions or need additional information, please contact me.

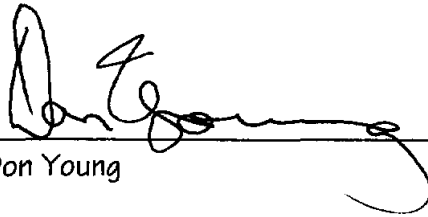
Sincerely,



Brita Tryggvi, AICP  
Principal


Attachments

pc: Mike Mohler, Southwest Pointe Associates  
Bob Sader

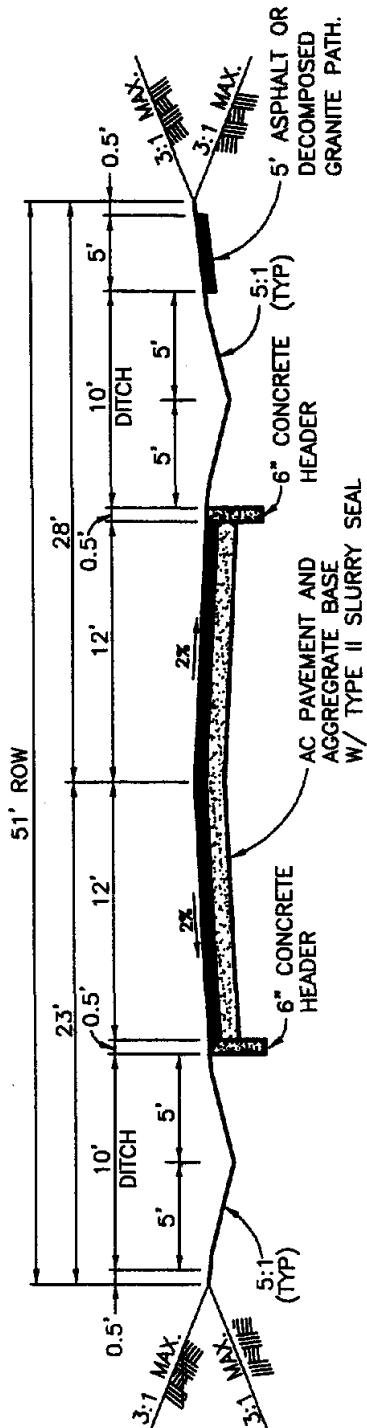


Don Young

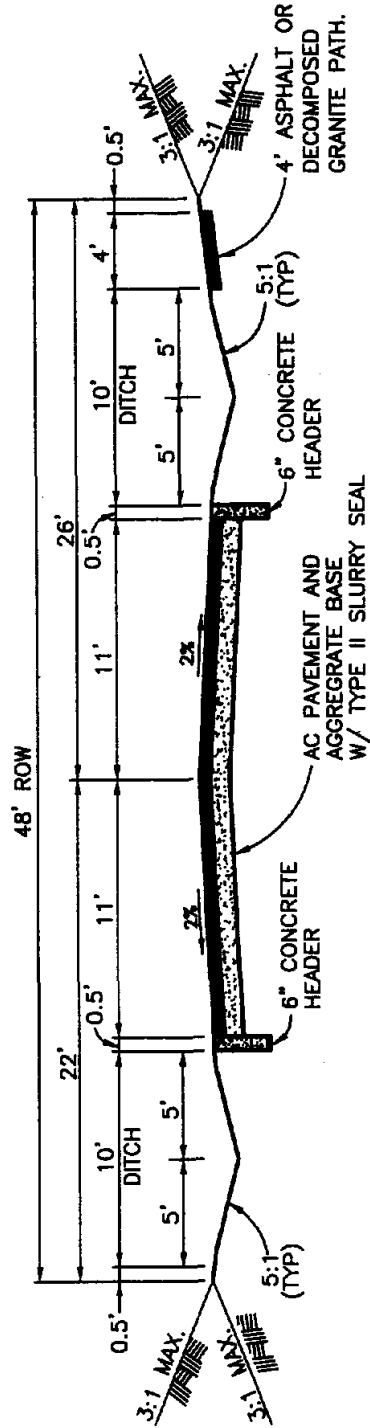
11/6/97  
Date

  
\_\_\_\_\_  
Kristine Klein

11/6/97  
Date

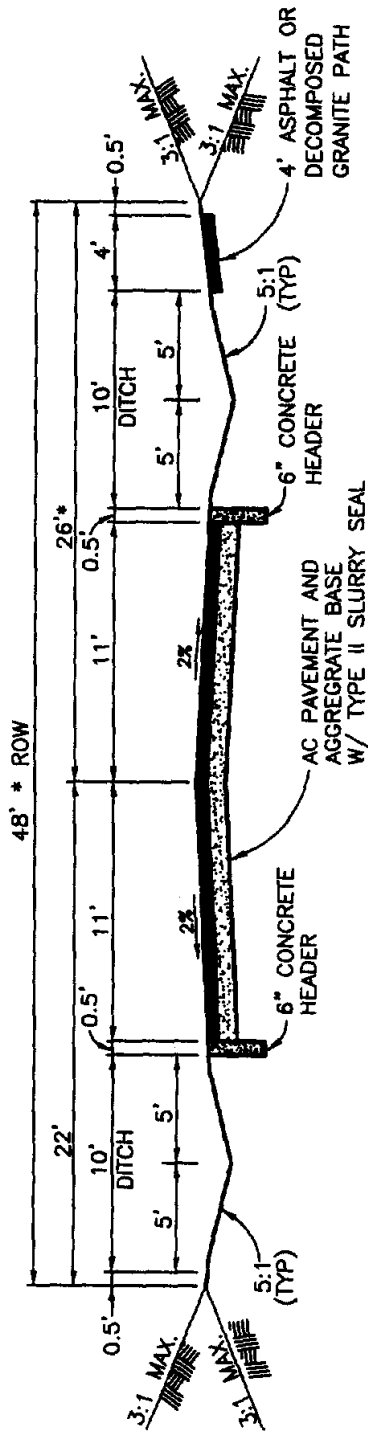


**TYPICAL SECTION**  
**51' ROW (COLLECTOR, PRIVATE, ADT = 500 TO 2,000)**



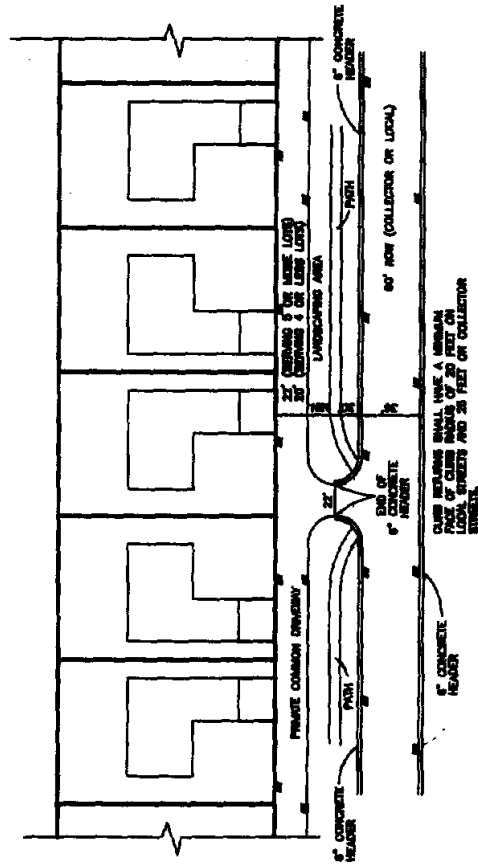
**TYPICAL SECTION**  
**48' ROW (LOCAL, PRIVATE, ADT = 200 TO 500)**

# RURAL STREET & COMMON DRIVEWAYS



**TYPICAL SECTION**  
**48' \* ROW (RURAL, PRIVATE, ADT = 200 MAX.)**

\* WHERE A CONNECTION BETWEEN NEIGHBORHOODS IS NOT PROVIDED, NO PATHS WILL BE CONSTRUCTED AND THE RIGHT-OF-WAY MAY BE 44 FEET



**PRIVATE COMMON DRIVEWAY**

NOT TO SCALE

WASHOE COUNTY PUBLIC  
WORKS DEPARTMENT  
ENGINEERING DIVISION

PO BOX 11130, RENO, NEVADA 89520 TELEPHONE (702) 328-2041  
1001 EAST NINTH STREET, RENO, NEVADA 89512 FAX (702) 328-3699

# FAX

Date:

10/14/97

Number of pages including cover sheet:

2

To:

Brita Tryggvi  
CFA, Inc

Phone:

2

Fax phone:

856-1160

cc:

Don Young ✓  
Mike Mohler, 823-5510

From:

Kris Klein

direct line: 328-2046

Phone:

702-328-2041

Fax phone:

702-328-3699

REMARKS:

Urgent

For your review

Reply ASAP

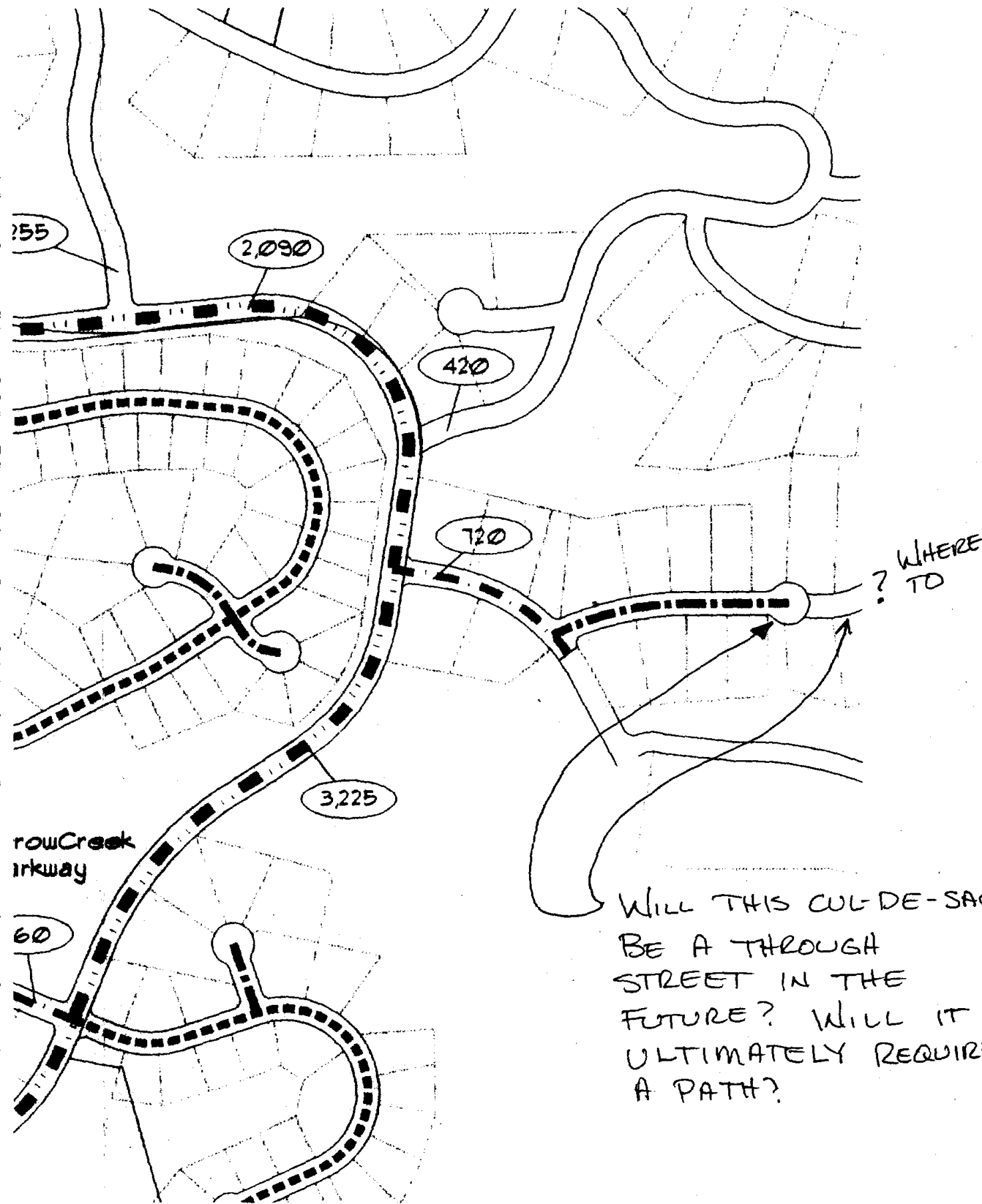
Please comment

RE: Revisions to ArrowCreek Street Sections, Condition 22  
Brita,

I believe your 10/8/97 letter reflects the path revisions we discussed, but I'm not sure I have a good idea of what the street sections will look like based on the new widths in your letter. I actually come up with narrower minimum widths than you are proposing. Please provide revised street sections for the sections defined by condition 22b., 22c., and 22d. Also, attached is a section of your map that shows a cul-de-sac with no path, but it looks like the cul-de-sac will be extended in the future. Will it ultimately require a path?

Kris





Will THIS CUL-DE-SAC  
 BE A THROUGH  
 STREET IN THE  
 FUTURE? Will IT  
 ULTIMATELY REQUIRE  
 A PATH?

DATE SURVEYED

DATE

DESIGNED BY

DRAWN BY



Project No 88-003.25  
October 8, 1997

Mr. Don Young  
Department of Community Development  
P. O. Box 11130  
Reno, NV 89520

RECEIVED

OCT 08 1997

WASHOE COUNTY  
COMMUNITY DEVELOPMENT

Ms. Kristine Klein  
Department of Public Works, Engineering Division  
P. O. Box 11130  
Reno, NV 89520

**Subject: ArrowCreek (Case No. DA9-1-93)**

Dear Don and Kris:

This letter summarizes the modifications to Condition #22 which we discussed at our meeting this morning. Additionally, a map of Phase I is attached which identifies where each street section would be used.

22. The following roadway sections shall be applicable to the public and private on site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.

a. Private Common Driveway - No change.

b. Rural Private - ~~60~~ 52 foot minimum ROW (maximum 200 ACT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion) no parking either side. **When a rural private street provides a connection between neighborhoods, A a minimum 4-foot asphalt or decomposed granite path or gravel shoulder on both sides on one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. When a connection between neighborhoods is not provided, no paths will be constructed.** The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal

- c. Local Private - ~~60~~ 52 foot minimum ROW (200 - 500 ADT); minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot asphalt or decomposed granite path on both sides one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
- d. Collector Private - ~~60~~ 56 foot minimum ROW (500 ADT to 2000 ADT): minimum 24-foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4 5-foot asphalt or decomposed granite path on both sides one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)
- e. Collector Private - No change, except for the 8-foot path which will be constructed of asphalt or decomposed granite.
- f. Collector Private - No change.
- g. Minor Arterial, Private - No change.
- h. Minor Arterial, Public - No change.

As you know, it was anticipated that the Development Agreement would periodically need to be amended and updated, and we provided examples of modifications that would be considered to be in substantial compliance with the overall character and design of the project. Such modifications can be approved by staff. Modifications to the street standards were among the changes that were considered to be in substantial compliance with the overall character of the project.

At our meeting today, there was agreement that the suggested modifications were acceptable. If I have misunderstood our agreement or left out any changes, please contact me immediately. If I do not hear from either of you by October 15, I will assume that the preceding pages accurately reflect the modifications discussed at our meeting. Further, I will conclude that these modifications are approved, and we will begin using the modified street sections on our next final map.

Sincerely,

A handwritten signature in black ink, appearing to read "Brita". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brita Tryggvi, AICP  
Principal

Attachment

pc: Mike Mohler, Southwest Pointe Associates  
Bob Sader



# LETTER OF TRANSMITTAL

PROJECT NO. 88-003.25	DATE 10/17/97
--------------------------	------------------

1150 Corporate Blvd., Reno, NV 89502 702/856-1150 FAX: 702/856-1160

**To:**

NAME/TITLE Don Young	ADDRESS
COMPANY Community Development	

**From:**

**Project Name:**

Britz Jygyvi	Arrow Creek
--------------	-------------

Carrier:  U.S. Mail  Air Express  UPS  Hand Delivery  Other: \_\_\_\_\_

**We are sending you the following:**

QUANTITY	DATE	DESCRIPTION
1	10/3	1 Draft Letter re. changes to sidewalks
1		Map showing street sections
<p><b>RECEIVED</b></p> <p><b>OCT 07 1997</b></p>		

**This information is:**

Attached  Being sent under separate cover

WASHOE COUNTY  
COMMUNITY DEVELOPMENT

**Message or requested action:**

As requested  For your use/information  Sign and return  Review and comment  
 As submitted to: \_\_\_\_\_ on \_\_\_\_\_  
 Copy sent to: \_\_\_\_\_

**Notes:**

At our meeting tomorrow, we may also want to discuss making the ~~the~~ R.O.W. narrower because, if proposed changes are approved, less R.O.W. is needed.

If the information received is not as noted above, please call.

*Britz*  
SIGNATURE

October 3, 1997

Mr. Don Young  
Department of Community Development  
P. O. Box 11130  
Reno, NV 89520

**DRAFT**

**Subject: ArrowCreek (Case No. DA9-1-93)**

Dear Don:

As a follow-up to our meeting on September 17, 1997, this letter summarizes the modifications to Condition #22 which we discussed. Additionally, a map of Phase I is attached which identifies where each street section would be used.

22. The following roadway sections shall be applicable to the public and private on site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.
- b. **Rural Private;** 60 foot minimum ROW (maximum 200 ACT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion) no parking either side. ~~When a rural private street provides a connection between two neighborhoods, a~~ minimum 4-foot path or gravel shoulder on ~~both sides~~ one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. ~~When a connection between neighborhoods is not provided, no paths will be constructed.~~ The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
- c. **Local Private -** 60 foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path on ~~both sides~~ one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)

- 5 d. [REDACTED] - 50 foot minimum ROW (500 ADT to 2000 ADT): minimum 24-foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path on ~~both sides~~ one side of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)

As you know, it was anticipated that the Development Agreement would periodically need to be amended and updated, and we provided examples of modifications that would be considered to be in substantial compliance with the overall character and design of the project. Such modifications can be approved by staff. Modifications to the street standards were among the changes that were considered to be in substantial compliance with the overall character of the project.

At our September 17 meeting there was general agreement that the suggested modifications were acceptable; however, we felt that a follow-up meeting with Kris Klein was necessary. This meeting is scheduled for October 8 at 10:00. At that meeting, we hope to obtain concurrence from both you and Kris that the suggested modifications are acceptable.

Sincerely,

Brita Tryggvi, AICP  
Principal

Attachment

pc: Mike Mohler, Southwest Pointe Associates  
Bob Sader  
Kris Klein, Engineering Division

*Gravel interpreted as Decomposed  
Gravite (DG)*

**ROBERT M. SADER, LTD.**  
**A PROFESSIONAL LEGAL CORPORATION**  
**462 COURT STREET**  
**RENO, NEVADA 89501-1796**  
**(702) 329-8310**  
**FAX (702) 329-8591**

October 3, 1997

Russell S. Nash, Esq.  
Deputy District Attorney  
P.O. Box 11130  
Reno, Nevada 89502

Re: ArrowCreek CC&Rs

Dear Rusty:

Hand delivered herewith is an original set of CC&Rs for recording, with a copy in order to obtain a conformed copy. Please return the conformed copy to me.

Also enclosed is a check for the recording fees.

Sincerely,



ROBERT M. SADER

RMS/tg

cc: Kristine Klein (w/ enclosure)  
Don Young (w/ enclosure)

**RECEIVED**

**OCT 06 1997**

**WASHOE COUNTY  
COMMUNITY DEVELOPMENT**



**ROBERT M. SADER, LTD.**  
**A PROFESSIONAL LEGAL CORPORATION**  
**462 COURT STREET**  
**RENO, NEVADA 89501-1796**  
**(702) 329-8310**  
**FAX (702) 329-8591**

**RECEIVED**  
**SEP 05 1997**  
WASHOE COUNTY  
COMMUNITY DEVELOPMENT

September 5, 1997

Russell S. Nash, Esq.  
Deputy District Attorney, Civil Division  
Washoe County District Attorney's Office  
P.O. Box 11130  
Reno, Nevada 89520

**HAND DELIVERED:**

**Re: CC & R's/ArrowCreek (fka Southwest Pointe) DA9-1-93**

Dear Rusty:

On May 14, 1997 I sent you the CC&Rs for ArrowCreek, which require your review prior to recording with the first final map. Since then approval of the map was delayed by the developer in order to allow preparations for SAD 23 to catch up.

The first final map should now be before the Planning Commission in September. Kris Klein has given me some comments and revisions, which are incorporated into the enclosed draft.

This revised draft supercedes the previous CC&R document provided to you. Please let me know if you have any comments. The enclosed letter of May 14, 1997 outlines the issues of county concern.

Sincerely,



ROBERT M. SADER

RMS/mgw

encl:

cc: *Kristine Klein (w/enclosures)*  
*Don Young (w/enclosures)*

Date: Fri 8-29-1997 16:30

Name: Mires, Peter

Company: KAUTZ ENVIRONMENTAL CONSULTANTS

Phone: 829-4411

Status: Please Call

Message: Spoke with W Dancingfeather and he will write a letter that he is  
OK with the SJV cultural resources. 1015

ARCHAEOLOGICAL  
RESEARCH  
SERVICES, INC.

ASSOCIATES FOR CULTURAL RESOURCE STUDIES

August 26, 1997

Don Young  
Washoe County Development Review  
P.O. Box 11130  
Reno, Nevada 89520

Dear Mr. Young:

Enclosed are two copies of the report, *Cultural Resources Inventory of the Proposed Arrow Creek Parkway, Washoe County, Nevada*. Both copies contain complete site records, but only one copy contains original photographs and is intended to be part of your submittal to the Nevada State Historic Preservation Office; the other is for your files.

By way of summary, three previously documented and five new cultural resource locations were crossed by the alignment (26Wa2033, -4583, -6266, -6404 to -6408). Both prehistoric and historic components are represented. Only the Steamboat Ditch (26Wa4583) is considered important under criteria of the Truckee Meadows Regional Plan. However, project-related effects on 26Wa4583 are extremely limited, and no further study or mitigation is recommended.

Copies of the report with site location maps but without site records are being provided to CFA, Inc., the engineers for the project, and to the project proponent.

Please call me with any questions. Thank you.

Sincerely,



Thomas D. Burke

encl.

cc: Bryan Sprague, CFA, Inc. 1150 Corporate Blvd, Reno, NV 89502, w/ copy of report  
Michael Mohler, ArrowCreek, 3939 S. McCarran Blvd, Reno, NV 89502-7510, w/ copy  
of report



Project No.88-003.27  
June 26, 1997

RECEIVED

JUN 30 1997

WASHOE COUNTY  
COMMUNITY DEVELOPMENT

Mr. David Roundtree  
Department of Public Works  
P. O. Box 11130  
Reno, NV 89520

**Subject:** ArrowCreek Parkway

Dear Dave:

This letter summarizes the understandings reached at our meeting on June 25, 1997.

- a. An archaeological survey will be prepared for the ArrowCreek Parkway right-of-way from the western corner of Field Creek Ranch to the southern boundary of Wedge Parkway and for the Wedge Parkway right-of-way from Whites Creek Lane to ArrowCreek Parkway. Preparation of the archaeological survey will not delay the SAD schedule for approval of the improvement plans for ArrowCreek Parkway (scheduled for July 9) nor will it impact the county's ability to issue a construction permit. The survey must be completed and any resultant mitigation plan must be approved by the appropriate parties prior to bond sales.
- b. Jim Gale will try to obtain slope easements on the Dwyer, Graham, Anderson, and Wolf Pack Golf Course properties before July 15. If this does not occur, the county staff will proceed with eminent domain and will schedule the first action required by the BCC for their meeting on August 12. Acquisition of these easements will not impact the county's ability to approve the improvement plans, issue a construction permit, or sell the bonds for the SAD. It may be necessary to modify the improvement plans by change order if these easements are not acquired.
- c. Jim Gale will attempt to acquire the Saddlehorn Homeowners' Association median property in Thomas Creek Road to cut a left-turn pocket. If he is unable to obtain an agreement by July 15, eminent domain proceedings will be initiated and will be scheduled for the August 12 BCC meeting. Acquisition of these easements will not impact the county's ability to approve the improvement plans, issue a construction permit, or sell the bonds for the SAD. It may be necessary to modify the improvement plans by change order if these easements are not acquired.

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal

If I have misinterpreted any of these points, please contact me immediately. If I do not hear from you, I will assume you agree with the above statements.

Sincerely,



Brita Tryggvi, AICP  
Principal

pc: Jim Gale  
Mike Mohler  
Bob Sader  
✓ Don Young

**KAUTZ ENVIRONMENTAL CONSULTANTS, INC.**

5200 Neil Road, Suite 200, Reno, NV 89502  
Phone (702) 829-4411 Fax (702) 829-6161

17 June 1997

Mr. D. Sumner Young, AICP; Planner  
Department of Community Development  
Washoe County  
P.O. Box 11130  
1001 East Ninth Street, Building A  
Reno, NV 89520-0027

RECEIVED

JUN 19 1997

WASHOE COUNTY  
COMMUNITY DEVELOPMENT  
12:42 pm

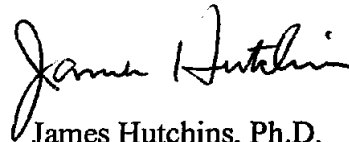
Re: Mitigation Report for ArrowCreek (Southwest Pointe) Development, Phase 1  
Southwest Pointe Partners / Redfield Land Company, Mt. Rose Fan, Washoe County

Dear Mr. Young:

Enclosed are two complete copies of the report on our data recovery operations for Phase 1 of ArrowCreek, *In the Shadow of Mt. Rose, Part I: the Archaeology of Lower Thomas Creek, Washoe County, Nevada*<sup>1</sup>. Please note that each complete copy of the report consists of two volumes, labeled *Report* and *Appendices*. Contingent upon your approval of the enclosed report, please forward one copy to the State Historic Preservation Office, and one copy to the Washoe Tribe.

Please call me if you have any questions, or wish to discuss any aspect of the report.

Sincerely,



James Hutchins, Ph.D.  
Principal Investigator

<sup>1</sup> Part II of the report will cover data recovery operations for Phase 2 of ArrowCreek, and will include a synthesis of the recovered information from both phases.



Project No. 88-003.25  
June 3, 1997

Mr. Don Young  
Department of Community Development  
P. O. Box 11130  
Reno, NV 89520

**Subject: ArrowCreek (DA9-1-93)**

Dear Don:

Last week Mike Mohler met with Jack Holmes and Margaret Spicher to discuss the street name for ArrowCreek Parkway. During their meeting and in the context of how addresses would be assigned, Jack suggested that some of the lots in Units 1 and 2 (i.e., Lots 107, 108, 109, 110, 111, 119, 120, and 121 in Unit 1 and Lots 201 and 202 in Unit 2) could have direct driveway access onto ArrowCreek Parkway. Please confirm whether or not this suggestion is acceptable to the Engineering and Community Development Departments. If so, we will change the final maps accordingly.

Call me if you need further information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brita', is written above the typed name.

Brita Tryggvi, AICP  
Principal

pc: Mike Mohler

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal



PLANNERS ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS  
1150 CORPORATE BLVD RENO NV 89502 (702) 856-1150 FAX (702) 856-1160

**FAX FAX FAX FAX FAX FAX FAX**

IF ANY PART OF THIS FAX IS ILLEGIBLE, PLEASE CALL

TO: Don Young	DATE: 6/3/97
COMPANY: Community Development	PAGES: 2
DEPART.	FAX NO: 328-6133
FROM: Brita Trygvi	PHONE NO: 856-1150
PROJ NAME: Arrow Creek	CFA PROJ NO: 88-003.25

Message

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**FAX FAX FAX FAX FAX FAX FAX**





RECEIVED  
JUN - 4 1997  
WASHOE COUNTY  
COMMUNITY DEVELOPMENT

Project No. 88-003.25  
June 3, 1997

Mr. Don Young  
Department of Community Development  
P. O. Box 11130  
Reno, NV 89520

**Subject:** ArrowCreek (DA9-1-93)

Dear Don:

Last week Mike Mohler met with Jack Holmes and Margaret Spicher to discuss the street name for ArrowCreek Parkway. During their meeting and in the context of how addresses would be assigned, Jack suggested that some of the lots in Units 1 and 2 (i.e., Lots 107, 108, 109, 110, 111, 119, 120, and 121 in Unit 1 and Lots 201 and 202 in Unit 2) could have direct driveway access onto ArrowCreek Parkway. Please confirm whether or not this suggestion is acceptable to the Engineering and Community Development Departments. If so, we will change the final maps accordingly.

Call me if you need further information.

Sincerely,

Brita Tryggvi, AICP  
Principal

pc: Mike Mohler

BRITA -

I BELIEVE JACK MAY HAVE BEEN SPEAKING HYPOTHETICALLY OR WITHOUT FULL KNOWLEDGE OF THE EVENTS, COMMITMENTS, OR CONDITIONS THAT LED TO THE ADOPTION OF THE DEVELOPMENT AGREEMENT. MY VIEW IS THAT DRIVEWAY ACCESS TO ARROWCREEK PARKWAY COULD ONLY BE PERMITTED THROUGH THE FORMAL REVIEW & APPROVAL PROCESS. LET ME KNOW IF THAT IS DESIRABLE.

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal

**ROBERT M. SADER, LTD.**  
**A PROFESSIONAL LEGAL CORPORATION**  
**462 COURT STREET**  
**RENO, NEVADA 89501-1796**  
**(702) 329-8310**  
**FAX (702) 329-8591**

RECEIVED  
MAY 15 1997  
WASHOE COUNTY  
COMMUNITY DEVELOPMENT

May 14, 1997

Russell S. Nash, Esq.  
Deputy District Attorney, Civil Division  
Washoe County District Attorney's Office  
P.O. Box 11130  
Reno, Nevada 89520

**Re: CC&Rs/ArrowCreek (fka Southwest Pointe)/DA9-1-93**

Dear Rusty,

Enclosed please find the original CC&Rs for ArrowCreek, formerly known as Southwest Pointe. Unit 1 of this project has been submitted for review and is anticipated to be approved in late May or early June.

As with other CC&Rs I have drafted for county review, you will find most of the matters of County concern identified in one article, Article IX. However, this is a complicated set of CC&Rs due to the numerous requirements of the final development agreement conditions, and the nature of this common interest community as a high-end, closed-gate community with significant common area amenities. Please note that these CC&Rs will be recorded against the entire project rather than just Unit 1, so there will be no need to review or record CC&Rs on subsequent phases to satisfy conditions of DA9-1-93.

Listed below are all conditions of approval requiring treatment in the CC&Rs, with a reference regarding where in the document you will find relevant language. As you review these matters, please note that several conditions in the project approval require HOA ownership (or control) and permanent, perpetual funding of infrastructure (streets, landscaping, drainage facilities, etc.). By identifying these improvements as Common Area and establishing the duty of maintenance and lot assessment, the CC&Rs generally, read as a whole, satisfy these conditions.

Russell S. Nash, Esq.  
Deputy District Attorney, Civil Division  
Washoe County District Attorney's Office  
May 14, 1997  
Page 2

**General Conditions**

8	Process for maintenance	see CC&Rs as a whole
16	Streets	Article II.7
18	Detention/retention facilities	Articles II.1 and II
28	Open space	Articles I.2.g.; II.1; III; IV.41, 46, and 47; and XI.6.

**Tentative Map Conditions**

5(a-n)	CC&Rs requirements	Article XI
5a	Design Guidelines	Article V (particularly V.2)
b	Two car garages	Article IV.20
c	Turf limitation	Article IV.29
d	Public access	Articles VII.3.h. and XI.4
e	Sewer user fees	Article XI.8
f	Setbacks for power lines	Article XI.9
g	Dedication of open space	Article XI.10
h	No vehicles in open space	Article IV.41
i	Equestrian traffic	Article IV.35
j	Access to open space	Article XI.4 and 10

Russell S. Nash, Esq.  
Deputy District Attorney, Civil Division  
Washoe County District Attorney's Office  
May 14, 1997  
Page 3

**Tentative Map Conditions (continued)**

k	Pedestrian easements	Article XI.11
l	Minimum defensible space	Article IV.24
m	Snow storage	Article II.1.b
21	Street maintenance funding	Articles II.1.a and III
26	Street landscaping maintenance	Articles II.1.a and III
30.c	Path/landscaping maintenance	Articles II.1.a and III
31	Path/shoulder maintenance	Articles II.1.a and III
40	Arterial landscape buffer	Articles II.1.a and III

If you have any questions regarding your review of these CC&Rs, please do not hesitate to contact me. If I do not hear from you, I will assume that your review of the CC&Rs has resulted in approval by your office.

Sincerely,



Robert M. Sader

RMS/tlg

Enclosures

cc: *Kristine Klein (w/ enclosures)*  
*Mike Mohler (w/o enclosures)*  
~~*Don Young (w/ enclosures)*~~



# LETTER OF TRANSMITTAL

PROJECT NO. 88-003.31	DATE 5 / 30 / 97
--------------------------	---------------------

1150 Corporate Blvd., Reno, NV 89502 702/856-1150 FAX: 702/856-1160

**To:**

NAME/TITLE Don Young	ADDRESS
COMPANY WC	

**From:**

**Project Name:**

Brita / Casey	Arrow Creek Unit 1
---------------	--------------------

Carrier:  U.S. Mail  Air Express  UPS  Hand Delivery  Other: \_\_\_\_\_

**We are sending you the following:**

QUANTITY	DATE	DESCRIPTION
1	3/28/97	Official Plat Unit 1
1		Page 1-5 Development handbook
1	4/90	Assessor's Parcel Map.

**This information is:**

Attached  Being sent under separate cover via: \_\_\_\_\_

**Message or requested action:**

As requested     
 For your use/information     
 Sign and return     
 Review and comment  
 As submitted to: \_\_\_\_\_ on \_\_\_\_\_  
 Copy sent to: \_\_\_\_\_

**Notes:**

Please call if you have any questions. Thanks!

If the information received is not as noted above, please call. Gay FO  
SIGNATURE

Don - This is except I mentioned to you.

5/30/97

- Develop a mix of lot sizes within the following parameters: 20 percent one acre and larger, 40 percent 1/2 acre and larger, and 40 percent with a minimum size of 12,000 square feet. All residential units are single-family dwellings; no other housing types are proposed. Primary lot orientation should be to the golf courses and/or the panoramic views.

As shown on the Site Plan on the following page, the land use pattern clusters residential neighborhoods within enclaves created by the golf course fairways. All edges of the proposed development reserve substantial areas of natural open space, ranging from the entire "panhandle" to a minimum of 200 feet to the nearest existing lot. Table 1-1 presents a break down of the proposed land uses. Tables 1-2 and 1-3 present a summary of the various lot types.

Table 1-1  
**Land Use Summary**  
(acres are approximate)

Land Use	Acreage
Residential	845 (26%)
Golf Course/Roads/Common Area	827 (25%)
Civic Uses	62 (2%)
Village Center	27 (1%)
Open Space	1510 (46%)
<b>TOTAL</b>	<b>3,272 (100%)</b>

Table 1-2  
**Lot Summary**

Lot Type	Number of Lots
12,000 s.f.	436 (40%)
1/2 acre and larger	382 (35%)
1 acre and larger	272 (25%)
<b>Total:</b>	<b>1090</b>

Note: The percentage of lots in each category may vary by 10% (i.e. 10% of 40% equals 4%), either up or down. The total remains unchanged.

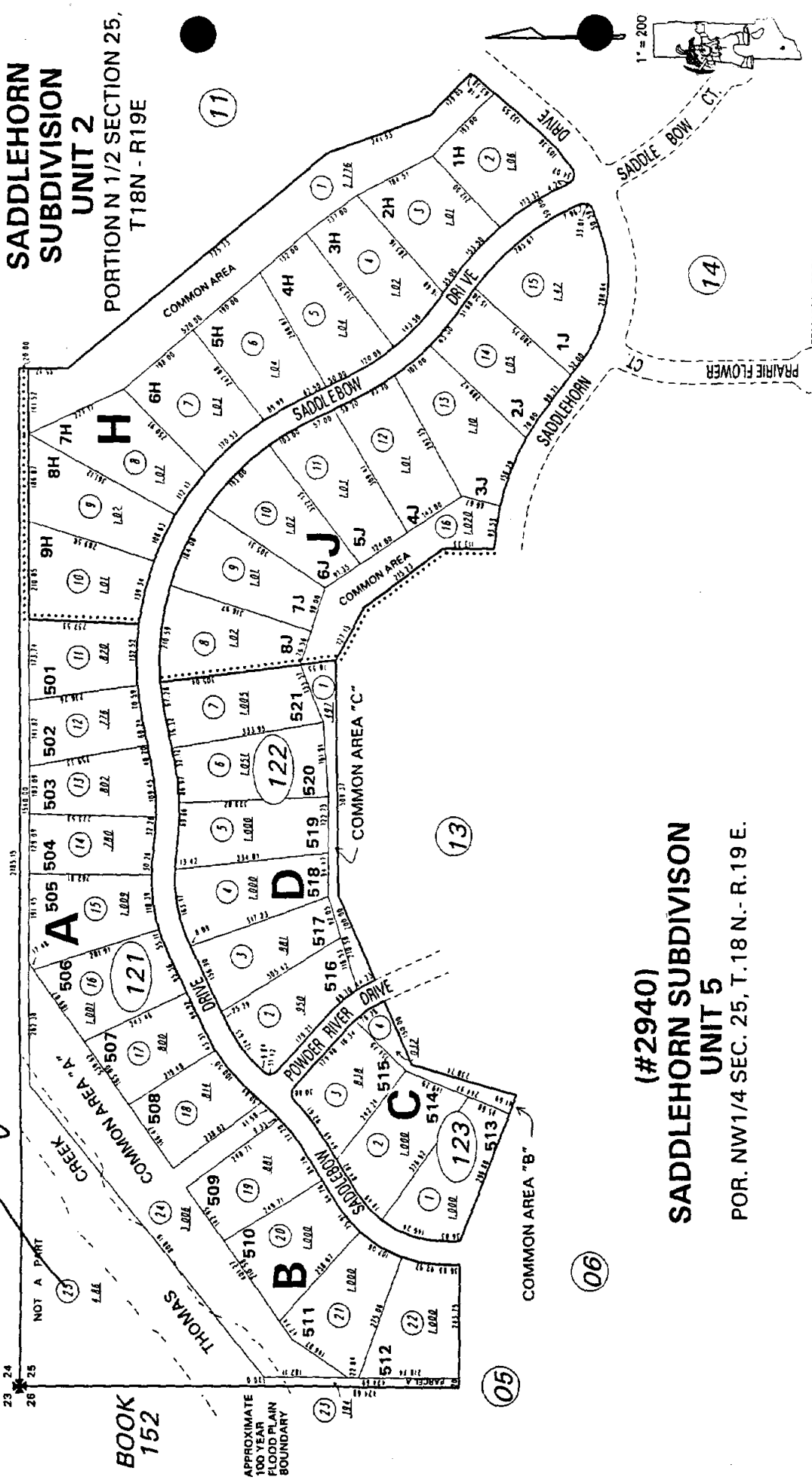
*Owned by County*

150-12

BOOK 49

(#2675)  
SADDLEHORN  
SUBDIVISION  
UNIT 2

PORTION N 1/2 SECTION 25,  
T18N - R19E



BOOK 152

APPROXIMATE  
100 YEAR  
FLOOD PLAIN  
BOUNDARY

(#2940)  
SADDLEHORN SUBDIVISION  
UNIT 5  
POR. NW1/4 SEC. 25, T.18 N. - R.19 E.

Drawn by M.P. 4/90  
Revised: 8/92, 6/93, 3/94, 4/96, 7/98, 9/96

REMAPPED FROM  
BOOK 49 PG. 46  
NOTE:  
ASSESSOR'S BLOCK NUMBERS SHOWN IN ELLIPSES  
ASSESSOR'S PARCEL NUMBERS SHOWN IN CIRCLES

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

Office of Washoe County Assessor, Nevada - Robert W. McGowan

# KAUTZ ENVIRONMENTAL CONSULTANTS, INC.

5200 Neil Road, Suite 200, Reno, NV 89502  
Phone (702) 829-4411 Fax (702) 829-6161

April 29, 1997

Mr. Don Young  
Project Planner  
Washoe County Department of Development Review  
1001 E. Ninth Street  
PO Box 11130  
Reno, NV 89520-0027

RECEIVED

APR 30 1997

Dear Don:

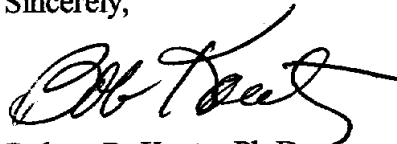
WASHOE COUNTY  
COMMUNITY DEVELOPMENT

Enclosed, please find two copies of the Historic Preservation Treatment Plan (HPTP) for the second phase (golf course) of the ArrowCreek development in southwest Reno.

As previously, I have sent two copies so that you can send one on to Rebecca Palmer at the SHPO and the other is for the Washoe Tribe (Mr. William Dancingfeather is their new Cultural Resources Representative).

As always, time is really pressing the ArrowCreek people. Should you need anything further, please let me know.

Sincerely,



Robert R. Kautz, Ph.D.  
President

RRK/cac

P:\FILES\WP\BOB\080\HPTPLTR.WPD



# KAUTZ ENVIRONMENTAL CONSULTANTS, INC.

5200 Neil Road, Suite 200, Reno, NV 89502  
Phone (702) 829-4411 Fax (702) 829-6161

March 28, 1997

Mr. Rich Baines  
Arrow Creek  
3959 South McCarran  
Reno, NV 89502

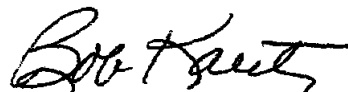
Dear Rich:

Enclosed, please find 5 copies of a list and a map of the archaeological sites you have asked us to commit you to avoiding during construction and subsequent use of your Arrow Creek Project. Please feel free to distribute them to your construction and recreation managers.

Whenever your construction activities get to within 50 meters of one of these sites, you should call Dr. Jim Hutchins at this office (please provide us several days notice) and he will supply a monitor to insure that the significant archaeological remains remain undisturbed for the short time the crews will be working in close proximity to the sites. Alternatively, you may wish to call the Washoe Tribe (702-883-1446), they may also be able to provide a monitor.

If you have any questions, please give Jim or myself a call. Thank you for your help in this matter.

Sincerely,



Robert R. Kautz, Ph.D.  
President

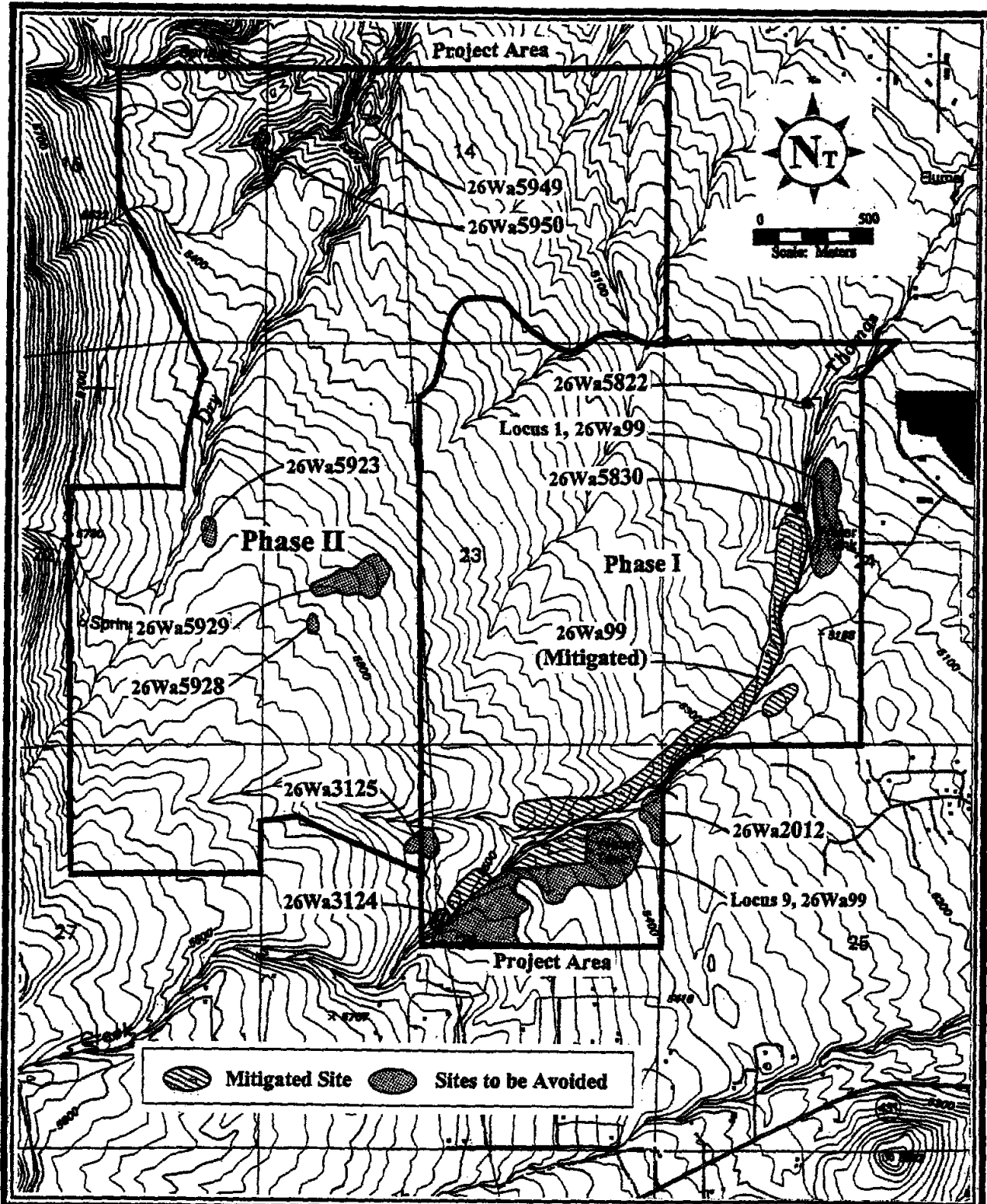
cc. Ms. Rebecca Palmer, State Historic Preservation Office  
Mr. Don S. Young, Washoe Co. Dept. of Development Review

RRK/cac

PAFILES\WP\BOB\070\AVOID.LTR

**Sites To Be Avoided, Arrow Creek Project, Phases 1 and 2**

<b>Site</b>	<b>Site Type</b>
<b>26Wa99</b>	<b>Flaked and ground stone scatters in nine distinct loci (much has been mitigated). Avoid several petroglyph boulders and 2 loci (parts of site that won't be directly impacted)</b>
<b>26Wa2012</b>	<b>Diffuse to Sparse Lithic Scatter (Open Space Area - Avoid)</b>
<b>26Wa3124</b>	<b>Sparse Flake Scatter &amp; Petroglyph Boulder (Avoid)</b>
<b>26Wa3125</b>	<b>Flake Scatter &amp; Petroglyph Boulders (Avoid)</b>
<b>26Wa5822</b>	<b>Petroglyph Boulder (Avoid)</b>
<b>26Wa5830</b>	<b>Petroglyph Boulder (Avoid)</b>
<b>26Wa5923</b>	<b>Diffuse Flake Scatter &amp; Petroglyph Boulder (Avoid)</b>
<b>26Wa5928</b>	<b>Sparse Flake Scatter &amp; Possible Incised Boulder (Avoid)</b>
<b>26Wa5929</b>	<b>Large, Diffuse Flake Scatter &amp; Petroglyph Boulder (Avoid Petroglyph)</b>
<b>26Wa5949</b>	<b>Small, Diffuse Lithic Scatter &amp; Petroglyph Boulder (Avoid Petroglyph)</b>
<b>26Wa5950</b>	<b>Rock Alignment - Possible Game Drive Drift Fence (Avoid)</b>



Sites that will be avoided by the Arrow Creek Development, Phase 1 Mitigation. Kautz Environmental Consultants, Inc., 1997.

# KAUTZ ENVIRONMENTAL CONSULTANTS, INC.

5200 Neil Road, Suite 200, Reno, NV 89502  
Phone (702) 829-4411 Fax (702) 829-6161

February 5, 1997

Mr. Don Young  
Washoe County Planning  
Development Review  
P.O. Box 11130  
Reno, NV 89520-0027

RECEIVED  
FEB - 6 1997  
WASHOE COUNTY  
COMMUNITY DEVELOPMENT  
1:34 pm

Dear Mr Young:

Enclosed, please find two copies of a Class III cultural resources inventory report titled, *Arrow Creek Golf Course Extension: An Addendum to A Cultural Resources Inventory of the Dry Creek Fan, Washoe County, Nevada*. The archaeological survey area is on the Mt. Rose Fan near the foot of the Carson Range and was conducted by personnel from my firm in 1996. The land is privately owned and is proposed for additional development as a golf course and residential area. The Intermountain Antiquities Computer System forms (IMACS) for the sites recorded in this area are also included in one copy of the report. As usual, we appreciate it that you will be forwarding this copy of the report to Ms. Rebecca Palmer at SHPO. The second copy of the report is for the Washoe Tribe, which can be sent to Ms. Janelle Conway, the Cultural Resources Coordinator for the Tribe lacks the IMACS forms.

The current report provides the survey results for one large block of land which adjoins an area previously inventoried in 1995. As such, the background information for the two areas is essentially the same, allowing for the current inventory and report to serve as an addendum. The blocks of land from both surveys (1995 and 1996) are part of the same overall project development. The results from the earlier inventory were previously submitted to your office in March 1996 in a report titled *A Cultural Resources Inventory of the Dry Creek Fan, Washoe County, Nevada*, and subsequently received and accepted by SHPO.

If you have any questions or concerns, or if there is anything further we can do, please call me.

Sincerely,



Robert R. Kautz, Ph.D.  
President

**cfa**Planning Engineering  
Landscape Architecture  
SurveyingProject No. 88-003.24  
January 20, 1997

TO: Don Young

FR: Brita

RE: ArrowCreek

I propose adding the following wording to the Final Development Agreement, page 2-23, under the heading Collector Streets:

The collectors through Neighborhoods F and P, which intersect the loop road at Intersections B and C, are estimated (based on average daily trips) to be on the borderline between a B-1 and a C-1 collector. (Refer to Figure 2-11.) A B-1 collector will be constructed in both locations and, prior to preparation of a tentative map for Phase III, traffic will be monitored. Should the traffic on these two streets exceed 2,000 ADT, based on actual counts and estimates for Phase III, the lot layout and/or road configuration in Phase III will be modified.

Samuel Chacón, P.E.  
PresidentBryan Sprague, P.E.  
Vice PresidentBrita Tryggvi, A.I.C.P.  
PrincipalGreg Doerr, A.I.C.P.  
Principal





PLANNERS

ENGINEERS

SURVEYORS

LANDSCAPE ARCHITECTS

1150 CORPORATE BLVD RENO NV 89502 (702) 856-1150

FAX (702) 856-1160

**FAX FAX FAX FAX FAX FAX FAX**

IF ANY PART OF THIS FAX IS ILLEGIBLE, PLEASE CALL

TO: <i>Don Young</i>	DATE: <i>1/14</i>
COMPANY: <i>Community Development</i>	PAGES: <i>3</i>
DEPART.	FAX NO: <i>328-6133</i>
FROM: <i>Brita</i>	PHONE NO:
PROJ NAME: <i>ArrowCreek</i>	CFA PROJ NO:

### Message

*According to our engineers, the drainage area is greater than 5,000 acres.*

**FAX FAX FAX FAX FAX FAX FAX**

- c. Design calculations of runoff and hydraulic computation for channels, conduits and other drainage structures shall be submitted along with the detailed plans. All drainage designs shall make provisions for the discharge of drainage water into natural drainage channels at the discharge point of any improvements. Drainage improvements will not be permitted to discharge into irrigation ditches except under conditions acceptable to the building official.

(f) Engineering Geology Report. The engineering geology report required by subsection (c) shall include an adequate description of the geology of the site, conclusions and recommendations regarding the effect of geologic conditions on the proposed development, and opinions and recommendations covering the adequacy of sites to be developed by the proposed grading.

Recommendations included in the report and approved by the building official shall be incorporated in the grading plans or specifications.

[\$39, Ord. No. 707]

100.200 U.B.C. Section 7011 amended: Setbacks from drainage channels. Section 7011 of the Uniform Building Code is hereby amended by adding:

(e) Setbacks from Drainage Channels. In all cases the following minimum setbacks shall be maintained from the centerline of drainage channels and major irrigation ditches:

1. 15 feet from the centerline of incidental drainage channels (drainage area less than 1,000 acres).
2. 25 feet from the centerline of secondary drainage channels (drainage area 1,000 to 5,000 acres).
3. 50 feet from the centerline of major drainage channels (drainage area greater than 5,000 acres).



The setbacks may be modified upon submission of plans for construction of any improvements to drainage channels in question. Improvements shall provide capacity within drainage channels for the free and unobstructed passage of the required flood flow quantity as determined under Section 7006 of this chapter, as amended.

The building official may require that any such improvement conform to any master plan of drainage as may be presently or hereafter adopted by Washoe County.  
[§40, Ord. No. 707]

100.205 U.B.C. Chapter 70 amended: Rainfall intensity tables.  
Chapter 70 of the Uniform Building Code is hereby amended by adding two tables designated Tables 70-C and 70-D which shall follow Section 7015 and shall read as follows:



Project No. 88-003.24  
January 7, 1997

Mr. Bob Katai, Principal Planner  
Department of Community Development  
P. O. Box 11130  
Reno, NV 89520

**Subject: ArrowCreek Tentative Map (Case No. TM11-12-96)**

Dear Bob:

Please reschedule this case for the January 21<sup>st</sup> Planning Commission meeting. There are a few items, primarily traffic related, in the conditions of approval that we want to discuss with Don Young and Clara Lawson. These items are minor in nature and we are confident that we can resolve these issues over the next week or two.

I apologize for any inconvenience this late request for postponement may cause.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brita', with a long horizontal flourish extending to the right.

Brita Tryggvi, AICP  
Principal

pc: Mike Mohler, Southwest Pointe Partners

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal



RECEIVED

DEC 16 1996

WASHOE COUNTY  
DEVELOPMENT REVIEW

December 12, 1996  
Project No. 88-003.22

Mr. Mike Harper, Director  
Department of Development Review  
P. O. Box 11130  
Reno, NV 89520

**Subject: ArrowCreek (Case No. DA9-1-93)**

Dear Mike:

The purpose of this letter is to request clarification on two conditions of approval that are repeated for the special use permits and tentative maps for ArrowCreek. The conditions read as follows:

Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed to two-lane minor arterial standards as a minimum from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.

Prior to issuance of the first building permit, a second access shall be constructed to the project site to emergency standards. The applicable fire protection agency shall be responsible for determining compliance with this condition.

My interpretation of these conditions is that they are intended to apply to building permits issued for permanent rather than temporary structures and they are not intended to apply to utility and maintenance buildings (e.g., pump and well houses) or bridges. The reason I am requesting your opinion is that we will soon need a building permit to construct a bridge across Thomas Creek and a well and pump house for the first well to irrigate the golf course. Also, we will have temporary on-site construction/sales offices that will require either a building permit or a set-up permit.

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

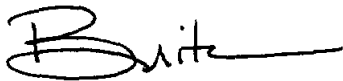
Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal

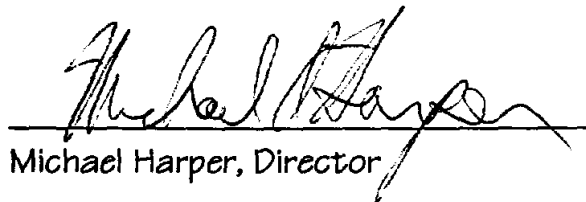
Based on numerous conversations with county staff and the testimony presented at the public hearings, it is my belief that these conditions are triggered when a building permit is issued for a permanent residential or non-residential structure (e.g., golf course clubhouse, swim and tennis club) generating traffic.

If you agree with my interpretation, please sign below, keep the original for your files, and return a copy to me. Thank you for your attention to this matter. If you have any questions, please give me a call.

Sincerely,



Brita Tryggvi, AICP  
Principal

  
Michael Harper, Director

12/16/96  
Date

pc: Don Young, Development Review  
Mike Mohler, Southwest Pointe Partners  
Rich Riolo, Division of Forestry



RECEIVED

DEC 16 1996

WASHOE COUNTY  
DEVELOPMENT REVIEW

December 12, 1996

Project No. 88-003.22

Mr. Mike Harper, Director  
Department of Development Review  
P. O. Box 11130  
Reno, NV 89520

**Subject: ArrowCreek (Case No. DA9-1-93)**

Dear Mike:

The purpose of this letter is to request clarification on two conditions of approval that are repeated for the special use permits and tentative maps for ArrowCreek. The conditions read as follows:

Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed to two-lane minor arterial standards as a minimum from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.

Prior to issuance of the first building permit, a second access shall be constructed to the project site to emergency standards. The applicable fire protection agency shall be responsible for determining compliance with this condition.

My interpretation of these conditions is that they are intended to apply to building permits issued for permanent rather than temporary structures and they are not intended to apply to utility and maintenance buildings (e.g., pump and well houses) or bridges. The reason I am requesting your opinion is that we will soon need a building permit to construct a bridge across Thomas Creek and a well and pump house for the first well to irrigate the golf course. Also, we will have temporary on-site construction/sales offices that will require either a building permit or a set-up permit.

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

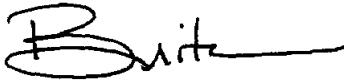
Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal

Based on numerous conversations with county staff and the testimony presented at the public hearings, it is my belief that these conditions are triggered when a building permit is issued for a permanent residential or non-residential structure (e.g., golf course clubhouse, swim and tennis club) generating traffic.

If you agree with my interpretation, please sign below, keep the original for your files, and return a copy to me. Thank you for your attention to this matter. If you have any questions, please give me a call.

Sincerely,



Brita Tryggvi, AICP  
Principal

---

Michael Harper, Director

---

Date

pc: Don Young, Development Review  
Mike Mohler, Southwest Pointe Partners  
Rich Riolo, Division of Forestry



December 12, 1996  
Project No. 88-003.22

Mr. Richard Riolo, Captain  
Nevada Division of Forestry  
885 Eastlake Boulevard  
Carson City, NV 89704

**Subject:** ArrowCreek (Case No. DA9-1-93)

Dear Rich:

Thank you for taking the time to meet with Rich Baines and I last week. The main topic discussed was the Condition of Approval which requires a second access to be constructed to emergency standards prior to the issuance of the first building permit. To satisfy this condition, we agreed that the following improvements will be constructed:

1. Two lanes of Whites Creek Lane will be constructed from Thomas Creek Road to the first intersection west of Thomas Creek. These two lanes will be paved.
2. Along this same segment of roadway, the remaining two lanes of Whites Creek will be graded. I assume that if Southwest Pointe Partners decided to construct the emergency access to Zolezzi Lane rather than grading the remaining two lanes of Whites Creek Lane, this alternative would be acceptable.
3. The emergency access to Zolezzi Lane will probably be required when building permits are issued in either Neighborhood A, Block T, Lots 19 through 51 or Neighborhoods L and M. (Refer to Tentative Map for ArrowCreek Phase I.) We also discussed that the fire hazard will be greatly reduced as the golf course and other improvements are constructed. Therefore, there may be some flexibility in this timing.

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

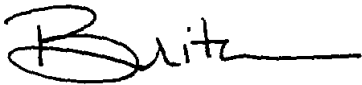
Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal

As a side note, please notice the clarification that I am requesting from Mike Harper which pertains to this condition. Basically, I believe that this condition was intended to apply to permanent rather than temporary structures and not intended to apply to utility structures such as well and pump houses.

If I have misunderstood our conversation, please contact me immediately. If I do not hear from you, I will assume that you agree with the preceding statements.

Sincerely,

A handwritten signature in black ink, appearing to read "Brita". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Brita Tryggvi, AICP  
Principal

pc: Don Young, Development Review  
Mike Mohler, Southwest Pointe Partners





December 9, 1996  
Project No. 88-003.20

TO: Distribution List  
FR: Brita Tryggvi *BT*  
RE: Southwest Pointe Final Development Agreement

RECEIVED  
DEC 11 1996  
WASHOE COUNTY  
DEVELOPMENT REVIEW

Please place the attached Final Orders for SPW5-19-96 and SPW9-38-96 behind Exhibit C in your copy of the Final Development Agreement. Also, please replace your Contents page with the attached replacement.

The Final Order for SPW5-19-96 is for the first golf course and supersedes the Final Order for SPW9-13-93, which now appears behind Exhibit C. The Final Order for SPW9-38-96 is for the second golf course, and it would be convenient to keep it with your copy of the Development Agreement.

If you have any questions, please give me a call.

Samuel Chacón, P.E.  
President

Bryan Sprague, P.E.  
Vice President

Brita Tryggvi, A.I.C.P.  
Principal

Greg Doerr, A.I.C.P.  
Principal

# KAUTZ ENVIRONMENTAL CONSULTANTS, INC.

5200 Neil Road, Suite 200, Reno, NV 89502  
Phone (702) 829-4411 Fax (702) 829-6161

SWT  
F

November 26, 1996

Mr. Don Young, Project Planner  
Department of Development Review  
Washoe County  
1001 E. Ninth Street  
PO Box 11130  
Reno, NV 89520-0027

RECEIVED

DEC - 2 1996

WASHOE COUNTY  
DEVELOPMENT REVIEW

Dear Don:

Enclosed, please find the revision to the HPTP for the Arrow Creek Development that I promised you after our meeting last week. The revisions were dictated by changes imposed by the developer and they result in an avoidance of two petroglyph sites and the increased work at the huge site along Thomas Creek, 26Wa99. I have passed a copy of this document along to Rebecca Palmer at SHPO so in case you wish to call her to discuss the changes, she will have her own copy.

Thank you once again for your clear direction at the meeting we all attended last week. I have reviewed the information on site burial that Alice Baldrice kindly sent me, and after sharing the gist of them with the developer, I believe he is back on track to complete the mitigation as originally proposed.

If you have any comments or questions, please feel free to call at any time.

Sincerely,



Robert R. Kautz, Ph.D.  
President

RRK/blk  
P:\FILES\WP\BOB\070\DYOUNG.WPD

# KAUTZ ENVIRONMENTAL CONSULTANTS, INC.

5200 Neil Road, Suite 200, Reno, NV 89502  
Phone (702) 829-4411 Fax (702) 829-6161

RECEIVED

NOV 22 1996

WASHOE COUNTY  
DEVELOPMENT REVIEW

November 20, 1996

DBG  
F  
SWP

Mr. Mike Mohler  
Arrow Creek  
1150 Corporate Blvd.  
Reno, NV 89502

Dear Mike:

At the behest of Jeff Dingman and yourself, I have reviewed the material sent from Carson City by Mrs. Baldrice of the Nevada SHPO, regarding site burial protocols. Mrs. Baldrice sent over six studies, all coordinated by the US Army Corps, and all related to variables used to measure the effectiveness of various site burial strategies.

Unfortunately, the studies really don't specifically apply to the present project. Some tend to be analytical in nature with very little in the way of practical suggestions or empirical results. The others tend to address specific applications such as the use of gunite at stream edge or the construction of highway embankments up to 75 ft higher than the cultural resource!

They were useful, however, in that they provided a general framework for evaluating the kinds of site materials most favorable for site burial (stone, exclusively), and the variables that would most impact the remaining site components such as faunal and floral elements or intact features by means of compression, moisture, soil pH, vertical and horizontal displacement, micro/macro organisms, and freeze-thaw cycles.

From a common sense standpoint, I believe I can state the following as it pertains to the Arrow Creek Project:

If you had a buried site containing only stone tools and debitage and largely lacking in features, I believe site burial could be implemented relatively easily. The imperatives are that: the HPTP would have to be revised and accepted by the SHPO and County, we would have to establish that the site is composed exclusively of those materials (stone artifacts) by means of intensive testing, we would (at the same time) establish a baseline for understanding site composition prior to its burial, and we would establish certain basic environmental parameters impacting site decay such as pH and soil moisture. Then we would jacket the site with something like a 2 inch gravel or dg cap followed by a 2 foot layer of soil followed by the planting of a specific kind of vegetative cover. We would also have to implement a regular interval monitoring schedule such as revisits to the site every 5 years to measure site degradation. Finally, your lawyers would have to create an archaeological easement for the entire site area that excludes all forms of intrusion in perpetuity, or until the site can be mitigated.

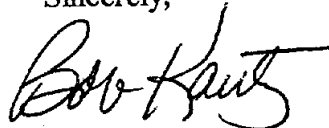
The problem is that once you have done all those things, you will probably have expended nearly as much effort, if not more, than you would have if you had gone ahead and mitigated, but you would lack access to the land and would have imposed very unattractive CC&Rs on the project.

Site 26Wa5825 is a surface manifestation of exclusively stone objects and so would comprise a candidate for burial given the above parameters. Yet, this is precisely the kind of site that can most efficiently be mitigated given the practical methods we are employing at Arrow Creek. An example of this effect is at site 26Wa5915, where we have just completed the field phase of the mitigation at approximately 60% of the estimated, proposed cost for this phase of work. As these costs tend to proportionately resonate down all the following phases of project activities, it is likely that we will completely mitigate this site for somewhere slightly over half the cost of our original estimate. In order to have provided the baseline information preparatory to site capping, we would have had to have done at least this much. That, together with all the other tasks involved with site capping, make it a very expensive alternative.

To summarize, Mrs. Baldrice was truthful when she said that burial of archaeological sites was one possible mitigation strategy. However, she was also correct to warn us that this strategy entails new and often onerous obligations that include budget, schedule, legal considerations as well as the potential loss of property to the development. I believe this is why the site burial alternative is so rarely employed by developments that deal with cultural resource properties, such as your own.

If you, or anyone you so designate, would like to review the articles related to site capping, they are in my office and I will share them at any time. In the meantime, progress with the mitigation is proceeding as rapidly as possible. We have integrated the new grading plan provided by Rich Baines into our work schedule and as a result all work along the creek should be done very shortly. Jim Hutchins and I are revising the HPTP to reflect the new grading plan and to keep both the County and SHPO informed of our revised work. Should you have any questions, please call or come by at any time.

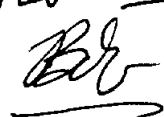
Sincerely,



Robert R. Kautz, Ph.D.  
President

cc. Don Young, County Planning  
Alice Baldrice, Nevada SHPO

RRK/blk  
P:\FILES\WP\BO\LETTERS\SITEPRES.WPD

Don, This is for your files. Thanks for the meeting and the clear direction. I'll be getting a modification to the HPTP to you based on new grading plans. If you have any questions, please call.  


**MODIFICATION  
OF THE**

**Historic Preservation Treatment Plan**

**Phase I, Southwest Pointe Subdivision (Arrow Creek),  
Mt. Rose Fan, Washoe County, Nevada**

**Prepared for:**

**Arrow Creek  
1150 Industrial Blvd.  
Reno, NV 89502**

**Prepared by:**

**Robert R. Kautz, Ph.D.  
Kautz Environmental Consultants, Inc.  
5200 Neil Road, Suite 200  
Reno, NV 89502**

**November 1996**

## I. INTRODUCTION

An *Historic Preservation Treatment Plan* (HPTP, Kautz 1996) was prepared for the first phase of the construction for a residential and recreational development called Arrow Creek (formerly, Southwest Pointe Subdivision) located on privately owned land atop the Mt. Rose fan adjacent to Thomas and Dry Creeks. Cultural resource surveys (Hutchins and Kautz 1995, Kautz et al. 1995, 1996) were secured in accordance with provisions specified in the conservation element of the *Truckee Meadows Regional Plan* (Regional Planning Commission 1991[as revised 6/10/93]:78-79) and had identified a total of nine cultural properties, all deemed significant under National Register Criterion D; for their ability to yield important information about history or prehistory.

Due to changes in the mapped location of project construction, the impact of the project on cultural resources has changed somewhat. Therefore, the document that follows is intended to revise that earlier version of the HPTP to reflect these changes, adding areas of investigation and removing areas where the project avoids impacting sites.

## II. PROPOSED CHANGES

Two sites, 26Wa3124 and 26Wa3125, were recommended for mitigation in the original HPTP. Both these sites are now outside the areas where they would have received a direct impact from project construction. By moving golf fairways number 4 and 5 to the east, both these petroglyph sites were avoided and it is now recommended that their appropriate management option be changed from mitigation to avoidance.

In contrast, areas within site 26Wa99, the Lower Thomas Creek Site (Aikens 1972:23), that were formerly projected for avoidance, will be impacted due to changes in the planned golf and recreation complex. Although the recommended management option for this site, partial mitigation and partial

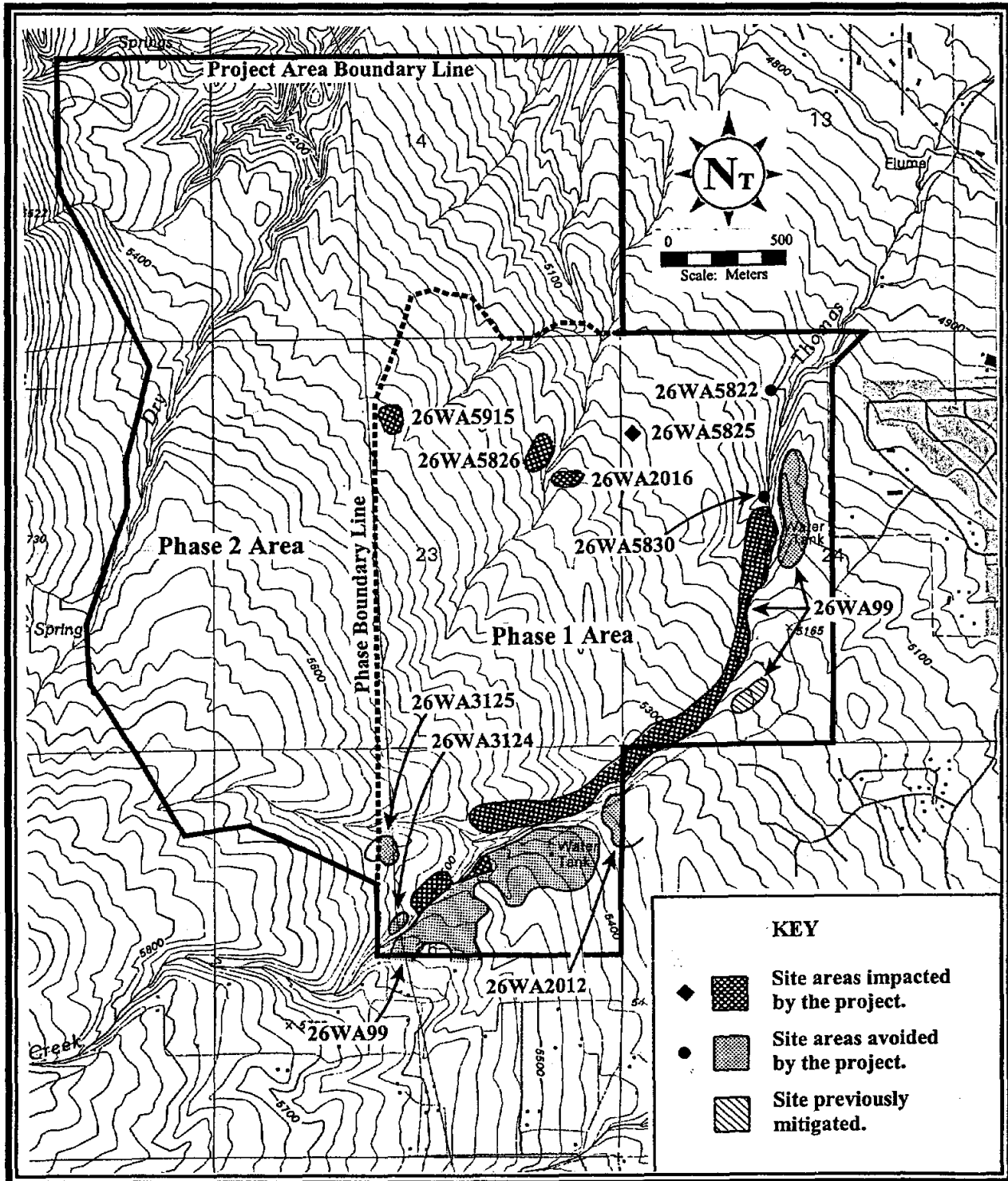
avoidance will not change, the total area impacted by the project will be larger. It is recommended that all areas that are slated to be impacted by the construction be mitigated using the same strategy and field methods as those proposed in the original HPTP.

### III. CHANGES TO SAMPLE SIZE

All mitigation work proposed in the original HPTP at 26Wa3124 and 3125 will be eliminated.

The areal size of the effected portion of Site 26Wa99 is revised from 53,321 sq m to a new total of 168,668 sq m. A systematic program of very extensive probing and sample unit excavation, however, has clearly demonstrated that the vast majority of this area is composed of a surface scatter of cultural materials containing smaller circumscribed areas where cultural materials have mixed, post-depositionally, with non-culturally effected soils. One exception to this generalization that suggests a lack of cultural stratigraphy was discovered in an area referred to as Locus 4. Locus 4 is situated where soil has accumulated due to its fortuitous location in an area where the migration of the stream has trapped alluvial and colluvial sediments behind overbank sediments. The area of Locus 4 is computed to be 7,068 sq m. Extensive probing and excavation has produced an average depth at this locus of 27.6 cm. Therefore, the site volume for 26Wa99 is computed to be 1,951 cubic meters.

The figure that follows (Figure 3.1) provides a map of those areas being impacted by project construction and is intended to replace the original HPTP site map (Kautz 1996:Figure 1.4).



**Figure 3.1** Location of Significant Sites within the Phase I Block. Base Map, Mt. Rose NE, Nev., USGS Topo Quad (1994). T18N R19E. Arrow Creek Project. November 1996.



IV. SOURCES CITED

Aikens, C. Melvin

1972 The G.W. Smith Collection. *Desert Research Institute Publications in the Social Sciences No. 9*. Reno and Las Vegas.

Hutchins, James and Robert R. Kautz

1995 *A Cultural Resources Assessment of the Southwest Pointe Subdivision, Washoe County, Nevada*. Report on file, Kautz Environmental Consultants, Inc., Reno.

Kautz, Robert R., Teri H. Christensen, and Margaret M. Burns

1996 *A Cultural Resources Inventory of the Dry Creek Fan, Washoe County, Nevada*. Report on file at Kautz Environmental Consultants, Inc., Reno.

Kautz, Robert R., James Hutchins, and Teri H. Christensen

1995 *A Cultural Resource Inventory of 100 Acres Along Thomas Creek for the Washoe County School District, Washoe County, Nevada*. Report on file, Kautz Environmental Consultants, Inc., Reno.

Regional Planning Commission

1991 *Truckee Meadows Regional Plan*. Regional Planning Governing Board, Reno.

ROBERT M. SADER, LTD.  
A PROFESSIONAL LEGAL CORPORATION  
462 COURT STREET  
RENO, NEVADA 89501-1796  
(702) 329-8310  
FAX (702) 329-8591

August 30, 1996

Don Young  
Washoe County Development Review  
P.O. Box 11130  
Reno, NV 89520

Re: Estoppel Certificate

Dear Don:

I have spoken to George Campbell and Maddy Shipman. I believe both are now comfortable with the revised language of the enclosed letter. Could I get it signed and returned? Thank you for your cooperation.

Sincerely,



ROBERT M. SADER

RMS/mw

encl:

RECEIVED  
SEP 03 1996  
WASHOE COUNTY  
DEVELOPMENT REVIEW  
4:48 pm

ROBERT M. SADER, LTD.  
A PROFESSIONAL LEGAL CORPORATION  
462 COURT STREET  
RENO, NEVADA 89501-1796  
(702) 329-8310  
FAX (702) 329-8591

August 30, 1996

Re: Final Development Agreement ("Development Agreement") dated as of July 23, 1996 by and among Southwest Pointe Partners, a Nevada partnership ("SPP"), the Nell J. Redfield Trust, and the County of Washoe

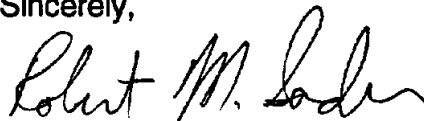
Dear Mike:

As you know, this office represents Southwest Pointe. This letter is being delivered in connection with that certain Assignment and Assumption of Development Agreement to be executed by and between SPP, as assignor, and Southwest Pointe Associates, L.L.C., a Delaware limited liability company ("SPA"), as assignee, pursuant to which SPP will assign to SPA, and SPA will assume from SPP, all of SPP's interest, rights and obligations in, to, and under the Development Agreement.

The County acknowledges that SPP's interest, right, and obligations in, to, and under the Development Agreement will be assigned to and assumed by SPA pursuant to the above described assignment. To the best of your knowledge, as a representative of the County, there are no existing defaults under the Development Agreement by any party thereto as of the date of this letter.

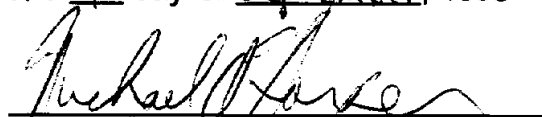
Please indicate your agreement with the foregoing by signing below.

Sincerely,



ROBERT M. SADER

ACKNOWLEDGED AND AGREED  
this 4 day of September, 1996



MICHAEL A. HARPER, AICP  
Director, Washoe County  
Department Of Development Review

**ROBERT M. SADER, LTD.**  
 A PROFESSIONAL LEGAL CORPORATION  
 462 COURT STREET  
 RENO, NEVADA 89501-1796  
 (702) 329-8310  
 FAX (702) 329-8591

August 23, 1996

Mike Harper, Director  
 Department of Development Review  
 P.O. Box 11130  
 Reno, NV 89520

TRANSMITTED BY  
 FACSIMILE TO: 328-3648

Re: Estoppel Certificate

Dear John:

Southwest Pointe Partners is forming an L.L.C. to be the development entity for the Southwest Point project. A major financial investor is a member of the new entity.

The investor is requesting an "estoppel certificate" regarding all important agreements (public and private) relating to development. The agreement in question allows assignment to the L.L.C.

Will you sign this form? Please let me know at your earliest convenience.

Sincerely,



ROBERT M. SADER

RMS/dh

encl:

**Southwest Pointe Associates, L.L.C.**  
P.O. Box 346  
Genoa, Nevada

August 23, 1996

County of Washoe  
[address]

Attn: \_\_\_\_\_

Re: Final Development Agreement ("Development Agreement") dated July \_\_, 1996, a Memorandum of which was recorded July \_\_, 1996 between the County of Washoe (the "County"), the Nell J. Redfield Trust, and Southwest Pointe Partners, a Nevada general partnership ("SPP")

Dear \_\_\_\_\_:

This letter is being delivered in connection with that certain Assignment and Assumption of Development Agreement to be executed by and between SPP, as assignor, and Southwest Pointe Associates, L.L.C., a Delaware limited liability company ("SPA"), as assignee, pursuant to which SPP will assign to SPA, and SPA will assume from SPP, all of SPP's interest, rights and obligations in, to, and under the Development Agreement.

The County acknowledges that SPP's interest, right, and obligations in, to, and under the Development Agreement will be assigned to and assumed by SPA pursuant to the above described assignment. To the actual knowledge of the undersigned representative of the County, there are no existing defaults under the Development Agreement by any party thereto as of the date of this letter.

Please indicate your agreement with the foregoing by signing below.

**SOUTHWEST POINTE ASSOCIATES, L.L.C.,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Jeffrey E. Dingman, President

**ACKNOWLEDGED AND AGREED**  
this \_\_ day of August, 1996

**THE COUNTY OF WASHOE,**  
a political subdivision of the State of Nevada

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

62040036.LA1/JGP/T8478-003/08-22-96/jgp

\*\* TOTAL PAGE.004 \*\*



# LETTER OF TRANSMITTAL

PROJECT NO. 88-003.20	DATE 7/24/96
--------------------------	-----------------

1150 Corporate Blvd., Reno, NV 89502 702/856-1150 FAX: 702/856-1160

<b>To:</b>		<b>RECEIVED</b> JUL 24 1996 WASHOE COUNTY DEVELOPMENT REVIEW 3:23 PM
NAME/TITLE D. Young	ADDRESS	
COMPANY Development Review		

<b>From:</b> Britz	<b>Project Name:</b> Southwest Pointe
-----------------------	--

Carrier:  U.S. Mail  Air Express  UPS  Hand Delivery  Other: \_\_\_\_\_

**We are sending you the following:**

QUANTITY	DATE	DESCRIPTION
1	7/24	Check for \$1200 payable to Washoe County Records
2		Revised pages for Development Agreement based on BCC changes

**This information is:**  
 Attached  Being sent under separate cover via: \_\_\_\_\_

**Message or requested action:**  
 As requested  For your use/information  Sign and return  Review and comment  
 As submitted to: \_\_\_\_\_ on \_\_\_\_\_  
 Copy sent to: \_\_\_\_\_

**Notes:**  
 Please insert the revised pages in the two copies of the Development Agreement that you have in your department.

If the information received is not as noted above, please call. \_\_\_\_\_  
 Britz  
 SIGNATURE

July 23, 1996

Commissioner Grant Sims  
Board of County Commissioners

Via Fax: 328-2037; In re: Southwest Pointe: Whites Creek Lane/Fieldcreek Lane

Dear Commissioner Sims,

The residents of upper Fieldcreek Lane request the promises made to us by both the DOCC and Southwest Pointe in the past become part of the permanent conditions of approval, to-wit:

- a) that both a sound wall and berm be constructed;
- b) that Southwest Pointe work with individual homeowners in designing and providing landscaping for a visual screen of the road and wall; and,
- c) that no existing homes be assessed for the cost of the above.

We still firmly believe that in the interest of safety an additional access should be required from Southwest Pointe directly to the Mt. Rose Highway. The reasons behind the safety issue are detailed in Tom Shrake's 3/4/94 memo to Chris Schenk and Scott Nebeski, a copy of which we would be more than happy to provide at a moment's notice.

Thank you for your assistance.

Sincerely,



Anne Shrake

on behalf of the residents of Upper Fieldcreek Lane

PER DON YOUNG -

**ROBERT M. SADER, LTD.**  
**A PROFESSIONAL LEGAL CORPORATION**  
**462 COURT STREET**  
**RENO, NEVADA 89501-1796**  
**(702) 329-8310**  
**FAX (702) 329-8591**

**MEMORANDUM**

**TO: Maddy Shipman  
Don Young**  
**FROM: Robert M. Sader**  
**RE: Clean-up revision to Southwest Pointe Final Development Agreement  
(DA9-1-93)**  
**DATE: July 22, 1996**

An issue has arisen regarding language of the Southwest Pointe Final Development Agreement regarding County service of nonpotable water. Condition 25 of DA9-1-93 (Exhibit "B" to the Agreement) requires the use of effluent for golf course irrigation from the South Truckee Meadows Wastewater Treatment Plant. The phasing schedule, which is contained in the Design Standards Handbook (Exhibit "E" to the Agreement), calls for construction of at least one 18-hole golf course commencing in the summer or fall of 1996.

The project potable water system will be capable of supplying construction and irrigation water for an interim period of time, but there is no way of predicting at this time how many years in the future it will be before the sewer plant has sufficient effluent for the project irrigation needs (750-800 acre feet at buildout).

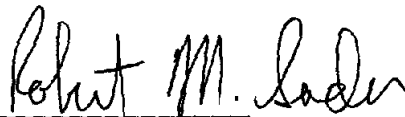


The County and the developer intend to provide for the construction of nonpotable water facilities and the dedication of Thomas Creek surface water rights (with back-up supplemental groundwater) to the County for interim water supply, in a separate agreement on the nonpotable water system (Section 4.6 of the Agreement).

Pending Commissioner approval of this nonpotable water agreement, it would seem prudent for both the County and the developer to specify in the Final Development Agreement how the interim water supply will be provided (i.e., developer dedication for County use of Thomas Creek water rights, and initial use of water from the potable system) in order to avoid any circumstance in which the County might be deemed to have committed to effluent water service when a reliable supply of effluent is simply not available, or in which the developer could not get nonpotable water from the County even though it is prepared to dedicate the creek water rights and build its share of the nonpotable water system facilities. Both parties are protected by a minor change in the Agreement to add language to this effect in Section 4.6. The language would read as follows:

The parties agree that OWNERS shall dedicate Thomas Creek water rights and supplemental groundwater rights acceptable to the County Utility Division. The County will provide a water supply to be used in the nonpotable water system for irrigation of golf course and common areas until such time as the effluent supply from South Truckee Meadows Wastewater Treatment Plant is sufficient to meet the Project irrigation needs. If OWNERS require irrigation water prior to the time the nonpotable water system facilities have been completed, water from the potable water system may be utilized to the extent it is not being used pursuant to a County will-serve letter for Project potable water demands.

If the addition of the foregoing language is acceptable, I am authorized by the "OWNERS" under the Agreement to substitute pages in the Agreement incorporating the language changes without the need to reacquire "OWNERS" signatures.



Robert M. Sader, Esq.

cc: *Pierre Hascheff*  
*Brita Tryggvi*  
*Mike Mohler*  
*John Collins*



PLANNERS

ENGINEERS

SURVEYORS

LANDSCAPE ARCHITECTS

1150 CORPORATE BLVD RENO NV 89502 (702) 856-1150

FAX (702) 856-1160

**FAX FAX FAX FAX FAX FAX FAX**

IF ANY PART OF THIS FAX IS ILLEGIBLE, PLEASE CALL

TO: Don Young	DATE: 7/18
COMPANY: Development Review	PAGES: 8
DEPART.	FAX NO:
FROM: Brita	PHONE NO:
PROJ NAME: SW Pointe	CFA PROJ NO:

Message

This is what I plan to hand out at BCC Caucus. Any comments?

**FAX FAX FAX FAX FAX FAX FAX**

Ms. Tryggvi explained that conditions of approval allow retention of public access to the golf course; that public access to the trails and non-residential uses will all be retained; that the original plan, off the primary loop road, included several gates; and that they have now opted for one gate location.

Following discussion, on motion by Commissioner Sims, seconded by Commissioner Mouliot, which motion duly carried, Chairman Bradhurst ordered that Amendment to Development Agreement Case No. DA9-1-93 for Southwest Pointe/Redfield Land Company be approved subject to the following Development Agreement conditions and the Template conditions:

**CONDITIONS**  
for  
**DEVELOPMENT AGREEMENT CASE NO. DA9-1-93**  
for  
**SOUTHWEST POINTE**

(As amended by the Washoe County Planning Commission  
on May 7, 1996)

**\*\*\* IMPORTANT - PLEASE READ \*\*\***

**UNLESS OTHERWISE STATED, PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT AGREEMENT, ALL CONDITIONS MUST BE MET. A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.**

**GENERAL CONDITIONS**

1. Unless specifically stated in the final Development Agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final Development Agreement, the allowed uses, densities, and standards of the land subject to the Development Agreement shall be those in effect at the time the final agreement is approved.

Exhibit E  
Dev. Stand.  
Handbook

2. The final Development Agreement shall specify any time frames that have been extended beyond those specified by Washoe County Code or Nevada Revised Statutes. The Department of Development Review shall be responsible for determining compliance with this condition. **Exhibit B**  
**Dev. Agreement**
3. A "statement of compliance" format or formats for both residential and non-residential projects shall be made a part of the final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition. **Exhibit E**  
**Dev. Standards Handbook**
4. The developer and all successors shall direct any potential purchaser of the site, or portions thereof (other than individual single-family lots), to meet with the Department of Development Review to review the Development Agreement and the conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Development Review of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale. **No Action Necessary**
5. Prior to submittal to the Washoe County Board of County Commissioners, the final Development Agreement shall be reviewed and approved by the Office of the District Attorney of Washoe County. **Reviewed & approved by Madelyn Shepman**
6. The final Development Agreement will be submitted to the Washoe County Board of County Commissioners within three months of submission of a completed agreement with all accompanying exhibits, provided the Department of Development Review does not delay the submission in order to approve provisions of the agreement to its satisfaction. Extension of any of these time frames may be requested if mutually agreeable to Washoe County and the developer. **No Action Necessary**
7. The developer shall provide the Department of Development Review staff with a quarterly report indicating the number of building permits issued and other building activity, once residential construction has started. **Exhibit E**  
**Dev. Standards Handbook**
8. The developer shall define a process to ensure that the maintenance and replacement of the streets, parking areas, lighting, landscaping, recreational facilities, utilities, and other private infrastructure shall be performed by the homeowners associations and shall be perpetually funded. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this condition. **Correspondence from Bob Seder to Don Young & Kris Klein dated 5/10/96**

### STREETS AND TRAFFIC

9. A Level of Service C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements. **No Action Necessary**

10. The final Development Agreement shall not be approved until the right-of-way (ROW) of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition 21 for tentative maps. An approved and recorded ROW document shall be provided to the County Engineer and the District Attorney's Office.

Exhibit H

11. Prior to final approval of the Development Agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Conditions 17 and 19 for tentative maps, from the project site to Wedge Parkway. The County Engineer shall be responsible for determining compliance with this condition.

Petition  
Submitted  
June 1996What action  
is fair?

12. A Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. However, as part of Phase I development, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Exhibit I

Approved  
by County  
Engineer

on 8/17/96

Prior to approval of any final map or prior to the issuance of the first building permit for the first final map, all construction traffic will be diverted to Whites Creek Lane. No construction traffic will be allowed on Thomas Creek Road between Whites Creek Lane and Zolezzi Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submits a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a. site distance requirements;
- b. left turn storage capacity and design;
- c. intersection location and alignment;
- d. proximity to existing intersections and recommended separate distances;
- e. existing center median and landscaping concerns;
- f. determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g. determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

13. The developer shall provide a schematic pedestrian circulation plan. The Department of Development Review shall be responsible for determining compliance with this condition. The "statement of compliance" shall require that a detailed pedestrian circulation plan will be submitted as part of each tentative map and approved by the Department of Development Review.
14. Unless specifically stated in these conditions of approval or in the final Development Agreement, all public and private street design and construction is to be done in accordance with the Washoe County standards that are in effect at the time the final Development Agreement is recorded. The County Engineer shall be responsible for determining compliance with this condition.
15. Unless otherwise stated in these conditions of approval or in the final Development Agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 be responsible for determining compliance with this condition.
16. All private roadways shall be depicted on the final maps and identified on the tentative map as either private access easements over individual adjacent lots or, if identified as separate parcels, as either common areas with equal fractional ownership by all of the lots within the development or common areas owned by the homeowners association. The County Engineer shall be responsible for determining compliance with this condition.

Exhibit E  
Dev. Standards  
Handbook

Exhibit E  
Dev. Standards  
Handbook

Exhibit E  
Dev. Standards  
Handbook

No Action  
Necessary

#### GRADING AND DRAINAGE

17. A general concept-level storm drain master plan shall be submitted to the County Engineer for approval prior to acceptance of the final Development Agreement. The general concept-level storm drain master plan shall address in general terms proposed methods for handling the existing and increased flows for the 10- and 100-year storms including detention and other proposed mitigation measures for both on-site and off-site areas. This master plan shall include a drawing which shows the existing drainage basins within the development and indicate how they may be impacted. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase or approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. The County Engineer shall be responsible for determining compliance with this condition.

Exhibit J  
Approved by  
County Engineer  
6/18/96

18. Detention/retention facilities are to be maintained by a homeowners association and perpetually funded unless Washoe County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County. The County Engineer shall be responsible for determining compliance with this condition. *Referenced in Dev. Agreement. To be addressed in CC&Rs*
19. A maintenance plan of all drainage facilities to be owned by the homeowners association shall be provided prior to approval of the conditions, covenants, and restrictions (CC&Rs). All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant and associated Steamboat Ditch conveyance system. The County Engineer shall be responsible for determining compliance with this condition.
20. The off-stream detention/debris basin recommended in the 1990 Kennedy, Jenks, Chilton report shall be reserved based on the following timetable:
- a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final Development Agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space. *Exhibit E Dev. Stand. Handbook*
  - b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final Development Agreement. If construction is not started by that date, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school or revert to open space.
  - d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.
21. The increase in development-caused runoff from the 100-year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained on-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company. The County Engineer shall be responsible for determining compliance with this condition. *Exhibit J*
22. A geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area. The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition. *Exhibit K*
23. The development shall comply with the requirements of the Hillside Ordinance of the Development Code, as applicable. The Department of Development Review shall be responsible for determining compliance with this condition. *Not Applicable*



WATER AND WASTEWATER

24. A schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to a final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410. *Exhibit L  
Approved by  
Utility Division  
6/13/96*
25. Prior to the approval of the final Development Agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Department. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards. *Submitted  
to Washoe  
County 5/96*
26. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure. The Utility Division shall be responsible for determining compliance with this condition. *Exhibit E  
Dev. Standards  
Handbook*

FIRE PROTECTION

27. If requested by the applicable fire protection agency, a minimum one-acre site for a fire station shall be offered for dedication prior to recordation of the first final map. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements and the results of those discussions, as they relate to the entire project, shall be incorporated into the Development Agreement. *Exhibit E  
Dev. Standards  
Handbook*

PARKS/RECREATION/OPEN SPACE

28. An open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowners association and provisions be made for perpetual funding for maintenance. *Exhibit G  
Open Space  
Management  
Plan*
- Prior to approval of the final Development Agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres. The Parks and Recreation Department and the Department of Development Review shall be responsible for determining compliance with this condition.
29. The final Development Agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County. The Department of Development Review shall be responsible for determining compliance with this condition. *Approved  
by Parks &  
Rec. on  
6/12/96*

- 30. A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan will be included in the final Development Agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final Development Agreement. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.
- 31. The developer will work with the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

Exhibit G  
Open Space  
Management  
Plan  
Approved by  
Parks & Rec  
6/12/96

LANDSCAPING/ARCHITECTURAL DESIGN

- 32. Prior to approval of the final Development Agreement, the developer shall submit a Development Standards Handbook for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

Reviewed by  
DRC on  
May 9, 1996  
Conditionally  
Approved

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition 19.c. for tentative maps. The Department of Development Review shall be responsible for determining compliance with this condition.

Design of Whites  
Creek has not  
been prepared.

**CONDITIONS**  
for  
**TENTATIVE SUBDIVISION MAP CASE NO. \_\_\_\_\_**  
for  
**SUBDIVISION \_\_\_\_\_**

(As recommended by Department of Development Review and attached to Staff Report dated \_\_\_\_\_)

**\*\*\* IMPORTANT - PLEASE READ \*\*\***  
**UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES TO ENSURE COMPLETION**



ROBERT M. SADER, LTD.  
A PROFESSIONAL LEGAL CORPORATION  
462 COURT STREET  
RENO, NEVADA 89501-1796  
(702) 329-8310  
FAX (702) 329-8591

July 15, 1996

Don Young  
Department of Development Review  
P.O. Box 11130  
Reno, Nevada 89520

Re: Southwest Pointe Development Agreement

Dear Don:

Enclosed please find the original Final Development Agreement with all "Developer" signatures, ready for execution by County officials after approval on July 23, 1996.

The agreement itself will not be recorded. The Memorandum Of Final Development (Exhibit "M") must be recorded after execution. Please either return Exhibit "M" to me for recordation or record and immediately transmit to me a conformed copy of Exhibit "M".

Sincerely,



ROBERT M. SADER

RMS/mw

cc: Gerald C. Smith  
Jeff Dingman  
Carl Panattoni  
Mike Mohler  
Brita Tryggvi

RECEIVED  
JUL 15 1996  
WASHOE COUNTY  
DEVELOPMENT REVIEW

encl:



# LETTER OF TRANSMITTAL

PROJECT NO. 88-003.20	DATE 7/8/96
--------------------------	----------------

1150 Corporate Blvd., Reno, NV 89502 702/856-1150 FAX: 702/856-1160

**To:**

NAME/TITLE Don Young	ADDRESS
COMPANY Development Review	

**From:**

**Project Name:**

Britz Tryggvi	Southwest Pointe
---------------	------------------

Carrier:  U.S. Mail  Air Express  UPS  Hand Delivery  Other:

**We are sending you the following:**

QUANTITY	DATE	DESCRIPTION
2	6/29/96	Page 17 from Final Development Agreement
2	7/2/96	Clerks Letter from 6/11/96 BCC meeting - Exhibit B

**This information is:**

Attached  Being sent under separate cover via:

**RECEIVED**

**Message or requested action:**

As requested  For your use/information  Sign and return  Review and comment

As submitted to:  Copy sent to:

JUL 8 1996  
on WASHOE COUNTY  
DEVELOPMENT REVIEW

**Notes:**

Correct APNs are 49-010-04, 49-010-10 and 41-030-12. Correct parcel numbers appear on Clerks letter and all other correspondence so I'm not sure where incorrect APN started. Let me know what needs to be done. It is very important that we remain on schedule w/ Development Agreement. I'll speak to Maddie at camp.

If the information received is not as noted above, please call.

Britz  
SIGNATURE

ROBERT M. SADER, LTD.  
ATTORNEY AND COUNSELLOR AT LAW  
462 Court Street  
Reno, Nevada 89501  
(702) 329-8310  
Facsimile (702) 329-8591

FACSIMILE TRANSMISSION COVER SHEET

TO: Don Young

FACSIMILE NO.: 328 VOICE NO.: \_\_\_\_\_ # OF PAGES THIS TRANSMISSION 3  
3248

FROM: Robert M. Sader, Esq.

RE: \_\_\_\_\_ OUR FILE: \_\_\_\_\_

DATE & TIME SENT: 6/28/96 4:30 P.M. P.D.T. ORIGINAL TO FOLLOW: YES \_\_\_\_\_ NO \_\_\_\_\_

VIA: FIRST CLASS U.S. POST \_\_\_\_\_ FED. X \_\_\_\_\_ OTHER \_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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C:\SRS\FAXCOVER.SRS

**ROBERT M. SADER, LTD.**  
A PROFESSIONAL LEGAL CORPORATION  
462 COURT STREET  
RENO, NEVADA 89501-1796  
(702) 329-8310  
FAX (702) 329-8691

June 28, 1996

Gerald C. Smith  
Fitzgerald, Abbott & Beardsly  
1221 Broadway, 21st Floor  
Oakland, CA 94612

Re: Southwest Pointe Development Agreement

Dear Jerry:

Enclosed is a revised page 17 of the agreement. Two Redfield trustees have been deleted, at your request, since their signatures are not necessary. Please substitute this page for the previous version.

Sincerely,



ROBERT M. SADER

RMS/mw

cc: Jeff Dingman  
Brita Tryggvi  
Mike Mohler  
Don Young

encl:

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In Witness Whereof, the parties have executed this Agreement on the day and year written above.

**OWNERS:**

**SOUTHWEST POINTE PARTNERS,**  
a Nevada general partnership

By: \_\_\_\_\_  
JEFFERY DINGMAN, Partner

By: \_\_\_\_\_  
CARL PANATTONI, Partner

**NELL J. REDFIELD TRUST**

By: \_\_\_\_\_  
BETTY ALYCE JONES, Trustee

By: \_\_\_\_\_  
HELEN JEANE JONES, Trustee

By: \_\_\_\_\_  
GERALD C. SMITH, Trustee

**COUNTY:**

**THE COUNTY OF WASHOE, a**  
political subdivision of the State  
of Nevada

By: \_\_\_\_\_  
STEPHEN BRADHURST, Chairman  
Board Of County Commissioners

**ATTEST:**

\_\_\_\_\_  
JUDI BAILEY, County Clerk

**Approved As To Form:**

By: \_\_\_\_\_  
MADELYN SHIPMAN  
Assistant District Attorney





# LETTER OF TRANSMITTAL

PROJECT NO. 88-003.20	DATE 6/27/96
--------------------------	-----------------

1150 Corporate Blvd., Reno, NV 89502 702/856-1150 FAX: 702/856-1160

**To:**

NAME/TITLE Don Young	ADDRESS
COMPANY Development Review	

**From:**

**Project Name:**

Britz Trygvi	
--------------	--

Carrier:  U.S. Mail  Air Express  UPS  Hand Delivery  Other: \_\_\_\_\_

**We are sending you the following:**

QUANTITY	DATE	DESCRIPTION
10	6/96	Final Development Agreement (complete handbook)
1	6/96	Development Standards Handbook
1	6/96	Final Development Agreement - dated 6/26
1	6/96	Exhibit M - Memorandum of Final Development Agreement - dated 6/26
1	6/96	Site Plan Layout Sheet 1 of 2

**This information is:**

Attached  Being sent under separate cover via: \_\_\_\_\_

**RECEIVED**

JUN 27 1996

**Message or requested action:**

As requested  For your use/information  Sign and return  
 As submitted to: \_\_\_\_\_ on \_\_\_\_\_  
 Copy sent to: \_\_\_\_\_

WASHOE COUNTY  
DEVELOPMENT REVIEW  
Review and comment

**Notes:**

Don - The last four items are for inclusion in your book.

If the information received is not as noted above, please call.

Britz  
SIGNATURE



PLANNERS ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS  
1150 CORPORATE BLVD RENO NV 89502 (702) 858-1150 FAX (702) 858-1160

**FAX FAX FAX FAX FAX FAX FAX**

IF ANY PART OF THIS FAX IS ILLEGIBLE, PLEASE CALL

TO: <i>Don Young</i>	DATE: <i>6/26</i>
COMPANY: <i>Development Review</i>	PAGES: <i>4</i>
DEPART.	FAX NO:
FROM: <i>Britz</i>	PHONE NO:
PROJ NAME: <i>SW Pointe</i>	CFA PROJ NO:

**Message**

*Please review and call me w/ your comments ASAP*

**FAX FAX FAX FAX FAX FAX FAX**

## VIII. DEVELOPMENT PROCESSING

### Relationship to Other Ordinances

The provisions of this Handbook will govern the development of Southwest Pointe. However, where the provisions of the Handbook do not address a specific subject, the provisions of the Washoe County Development Code (Chapter 110) or other ordinances governing the development of land shall prevail, subject to the provisions of the final development agreement.

### Amendments to the Development Standards Handbook

It is anticipated that this Handbook, as well as other portions of the Development Agreement, will need to be periodically amended and updated. Section 110.814.50 of the Washoe County Development Code allows the Development Agreement to be modified. Amendments are defined as modifications that are not in substantial compliance with the overall character and design of the project. Amendments must be approved by the Board of County Commissioners. Modifications that are in substantial compliance with the overall character and design of the project may be requested by Southwest Pointe Partners or its successor and approved by the Director of Development Review. The Director of Development Review will be responsible for determining whether or not a proposed modification is in substantial compliance with the overall project character.

Some examples may help to clarify the intent of the term substantial compliance. Modifications that would be considered to be in substantial compliance with the overall character of the project include changes to the building setbacks, modifications to the street standards, changes in fencing type and/or location, changes in the site plan or golf course routing plan, or changes to the phasing plan. Modifications that would not be in substantial compliance with the overall character of the project include a substantial reduction (i.e., 20 percent or greater) in the amount of open space identified in Table 1-1 on page 1-5 or changes of more than 10 percent in the number of lots in each category identified in Table 1-2 on page 1-5.

During the design and construction phase of the project, it will be the responsibility of Southwest Pointe Partners or its successor to initiate the amendment request. This responsibility will eventually be assumed by the Homeowners' Association.

### Approval Process

Tentative Maps, Final Maps and Special Use Permits - A statement of compliance must accompany all tentative map, final map and special use permits. (Refer to Appendices C and D.) The compliance statement for tentative maps and special use permits will be completed by the applicant and approved by Southwest Pointe Partners prior to an application being submitted to Washoe County. The statement of compliance for final maps is a checklist to ensure compliance with the Conditions of Approval. It will be completed by the applicant and submitted with all final maps. It does not need to be approved by Southwest Pointe Partners.

A completed tentative map application, accompanied by the statement of compliance, will be submitted to the Department of Development Review. The application will follow county's procedures outlined in Article 608 of the Washoe County Development Code. The tentative map will be presented to the Southwest Truckee Meadows Citizens Advisory Board by Southwest Pointe Partners or their representative. The Director of the Department of Development Review has the authority to approve, conditionally approve, or deny the tentative map. The decision of the Director may be appealed to the Planning Commission by Southwest Pointe Partners or their representative within the time frames outlined in Article 608.

Building Permits - Design review will be required of each Lot Developer. Southwest Pointe Partners will provide each Lot Developer with a copy of the approved Development Standards Handbook and CC&Rs. These documents should be reviewed carefully by each Lot Developer.

The Architectural and Landscape Control Committee (ALCC) will review all preliminary and final construction drawings for structures and landscaping prior

to their submission to Washoe County. The purpose of this initial plan review is to insure compliance with the Development Standards Handbook and the CC&Rs. Any development plans submitted to Washoe County must be accompanied by verification from the ALCC stating that the plans have been approved by that Committee. Minor variations from the Development Standards may be approved by the ALCC providing that these variation are in conformance with county regulations and the intent of these Development Standards.

Approval by the ALCC does not imply that the plans are in compliance with all applicable county codes, ordinances, or other regulations. Each Lot Developer is responsible for submittal and processing of all plans and permits required by the county prior to the commencement of construction.

Once residential construction has started, Southwest Pointe Partners or its successor will be responsible for preparing a quarterly report indicating the number of building permits issued and explaining other building activity. (Development Agreement Condition #7.)

### Financial Assurances for Development of Property

Financial assurances for the construction of capital improvements shall be provided as required by Washoe County Code or pursuant to subdivision improvement agreements under tentative maps, subject to the provisions of the final development agreement.

ROBERT M. SADER, LTD.  
A PROFESSIONAL LEGAL CORPORATION  
462 COURT STREET  
RENO, NEVADA 89501-1796  
(702) 329-8310  
FAX (702) 329-8591

June 25, 1996

Don Young  
Department of Development Review  
P.O. Box 11130  
Reno, Nevada 89520

**TRANSMITTED BY FACSIMILE:**  
**(702) 328-3648**

Re: Amendment Clause To Southwest Pointe Development Agreement

Dear Don:

Enclosed please find a new Subsection 5.2 of the agreement to deal with minor amendments. I agree with Brita that administration of a large project permitted by a development agreement will be unduly restricted if the developer and staff cannot deal with minor amendments in some fashion other than the involved process provided by NRS Chapter 278. The need for such changes will invariably occur in a project this big.

I thought a "substantial compliance" standard would be better than a "minor/major" guideline, since staff is used to using it in regards to subdivision changes on final maps.

Sincerely,



ROBERT M. SADER

RMS/mw

cc: Maddy Shipman

encl:

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exact location and parcel configuration shall be mutually agreed by the parties. The deed for the fire station site shall restrict use to a fire station and ancillary purposes. Owners and representatives of the Nevada Division of Forestry have entered into discussions regarding the free dedication of the fire station site and other possible needs for fire protection, and no other commitments were made except Owner's agreement herein to dedicate the fire station site.

**5. TERM OF AGREEMENT AND AMENDMENTS.**

**5.1 Term.** The term of this Agreement shall be fifteen (15) years from the date hereof; provided that all applicable terms of this Agreement shall remain binding and enforceable regarding permits, construction or development on any portion of the Real Property subject to a tentative map, a recorded final map or a special use permit in existence at the time of expiration of this Agreement.

**5.2 Amendments.** Amendments to this Agreement shall be defined as changes which are not in substantial compliance with the overall Project character and design. Amendments, if any, shall be approved as provided in NRS 278.0205. Changes hereto which are in substantial compliance with the overall Project character and design may be requested by Owners and approved or denied by the Director of Development Review. The Director of Development Review shall also decide whether or not a proposed change is in substantial compliance with the overall Project character or design. The Owners may appeal an adverse decision by the Director of Development Review under this Subsection 5.2 to the Board Of County Commissioners by written notice filed with the Director of Development Review, if filed within twenty (20) days of receipt of the notice of the adverse decision.

ROBERT M. SADER, LTD.  
ATTORNEY AND COUNSELLOR AT LAW  
462 Court Street  
Reno, Nevada 89501  
(702) 329-8310  
Facsimile (702) 329-8591

FACSIMILE TRANSMISSION COVER SHEET

TO: Don Young, Maddy Shipman & Brita

FACSIMILE NO.: \_\_\_\_\_ VOICE NO.: \_\_\_\_\_ # OF PAGES THIS TRANSMISSION 3

FROM: Robert M. Sader, Esq.

RE: \_\_\_\_\_ OUR FILE: \_\_\_\_\_

DATE & TIME SENT: \_\_\_\_\_ p.m./P.D.T. ORIGINAL TO FOLLOW: YES NO

VIA: FIRST CLASS U.S. POST \_\_\_\_\_ FED. X \_\_\_\_\_ OTHER \_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_  
\_\_\_\_\_  
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C:\SR\FAXCOVER.SRS





PLANNERS ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS  
1150 CORPORATE BLVD RENO NV 89502 (702) 856-1150 FAX (702) 856-1160

**FAX FAX FAX FAX FAX FAX FAX FAX**

IF ANY PART OF THIS FAX IS ILLEGIBLE, PLEASE CALL

TO: Don Young	DATE: 6/24
COMPANY:	PAGES: 10
DEPART.	FAX NO:
FROM: Britz	PHONE NO:
PROJ NAME: SW Pointe	CFA PROJ NO:

**Message**

Don - Please review the corrections to this chapter. Particularly the language on fencing on page 7. We are also revising the Site Plan Layout that ~~appears~~ appears under Exhibit E to correspond to the various fencing types around the <sup>perimeter</sup> neighborhoods.

**FAX FAX FAX FAX FAX FAX FAX FAX**

### III. SITE DEVELOPMENT GUIDELINES & STANDARDS

The purpose of the site development guidelines is to present methods for integrating homes into the natural setting through sensitive design. These guidelines are intended to apply to individual residences; whereas, the guidelines presented in the previous chapter apply to community buildings and other features.

#### Building Setbacks

Each residential lot will have building setbacks that define where and how structures can be built. The underlying objective is to encourage articulated building forms, one- and two-story massing, unobstructed views, privacy, and varied setback on the street, golf course, and between residences. The minimum setback and yard dimensions are described below:

Lot Size	Front Yard	Side Yard	Back Yard
1 acre +	30'	12'	30'
1/2 acre +	25'*	10'	20'
12,000 sq. ft.	20'	8'	20'

\* Reduced to 20' with side-entry garage.

Projections, such as chimneys, covered porches, decks, roof overhangs, canopies, eaves, or other similar architectural features may extend into a required side, front, or back yard setback not to exceed 2 feet. Some lots may have varying setbacks which relate to unusual property features or configuration and these will be specified by the Residential Lot Declarations. Detached garages are allowed on one acre and larger lots and must be located behind the required front yard setback.

Setbacks from potentially active fault traces have been recommended by the geotechnical engineers. The fault traces that were trenched and staked are judged to be fault traces having relatively high risk of ground rupture during an

earthquake. Buildings for human occupancy should not be sited over these faults and a setback is recommended for each side of the fault. The setbacks for each surveyed fault are shown on the site plan and will be identified on tentative and final maps.

### Minimum Lot Width

All residential lots shall comply with the following minimum average width requirements: 1 acre and larger lot, 120 feet; 1/2 acre to under 1-acre lots, 100 feet; and 12,000 square foot lots, 80 feet.

### Grading, Drainage, and Erosion Control

All construction will require some resculpting of the earth's surface. However, the placement of the home, driveway, and other site elements should minimize disruption of the natural topography as much as possible. Where grading is required, the slopes will be gently rounded to blend into the natural contours of the land. Site grading design should also complement and reinforce the architectural and landscape character by screening undesirable views of parking and storage areas and by helping to reduce the perceived height and mass of the architecture.

- All slopes flatter than 2.5:1 will be revegetated.
- All slopes steeper than 2.5:1 will be mechanically stabilized, probably with native rock riprap.
- Cut/fill slopes will generally be less than 10 feet in height and a landscape treatment will be provided (i.e., seeding with native grasses and shrubs). Although none are anticipated, if there are slopes greater than 30 feet in height, benching will be provided. Trees and shrubs will be planted along the toe of the slope and the benches.
- Slopes shall be contoured to appear natural. Slopes will undulate and meander to avoid long continuous horizontal conditions or flat planes. Landscape pockets consisting of native vegetation and rocks shall be

placed along visible slopes. Landscape pockets will occupy at least 10 percent of the disturbed area. Slopes 5 feet or less in height are exempt from this landscape requirement.

The individual lot purchaser or builder will present drawings to the ALCC for review that are creative and sensitive as to the individual footprint, setting on the lot, and natural grade. To minimize grading, the house pad should step down the hillside rather than sitting on a flat plane. The builder/architect is encouraged to minimize the amount of grading on each lot. This same concept should be carried forth in the design of the hardscape and landscape areas adjacent to the building structure. Every effort should be made to achieve a final design which fits the shape of the lot and the land around it.

The control of water run-off and potential erosion should be a consideration both during construction and in the final design of the home site. Natural surface drainage patterns should be preserved whenever possible. Avoid concentrating surface drainage to reduce the erosion potential.

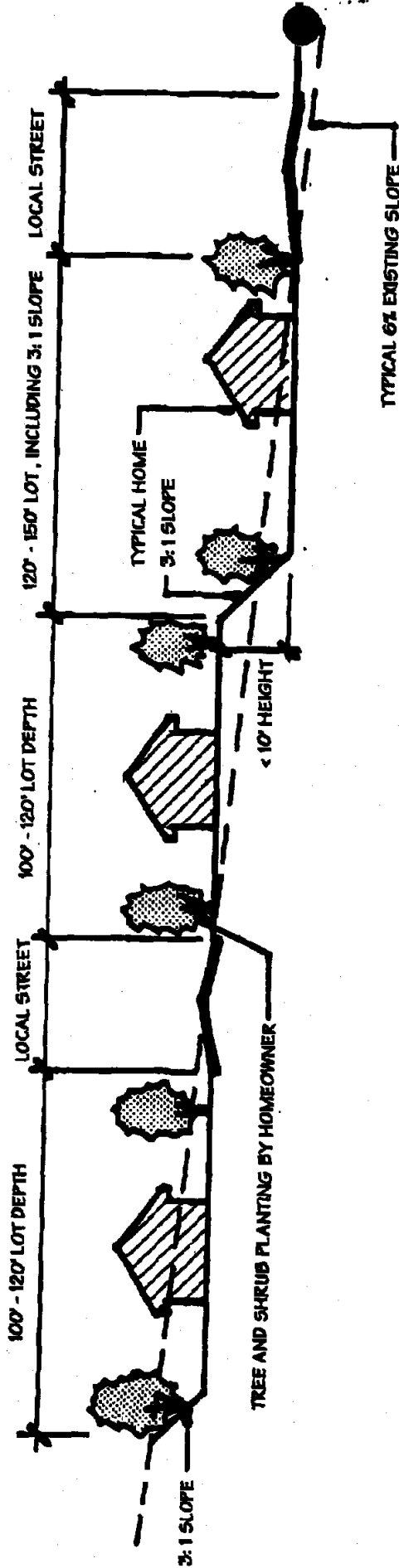
The preservation of existing vegetation cover minimizes the potential for erosion. Construction equipment should be limited to areas intended for specific site improvements in order to minimize damage to existing vegetative cover. Protective temporary fencing shall be placed around areas to remain undisturbed. A program of temporary erosion control should be put into effect immediately after site grading is complete. This program should include at least one of the following techniques for stabilizing soil and preventing wind and water erosion: hydro-mulching, wood chip mulch, netting, straw mulch, gravel mulch (suited to vehicle paths), or tacking agents. A program of permanent erosion control measures would, at a minimum, include slope stabilization structures (retaining walls, slope terraces), runoff control structures (diversion dikes, infiltration trenches), or runoff collection features (retention basins, catch basins). (Revegetation and erosion control are also discussed in Chapter V, Landscape Design Guidelines).

Streams and surface water features will be protected against sediment buildup through the use of best management practices in accordance with the current Lake Tahoe Basin Water Quality Management Plan, Best Management Practices.

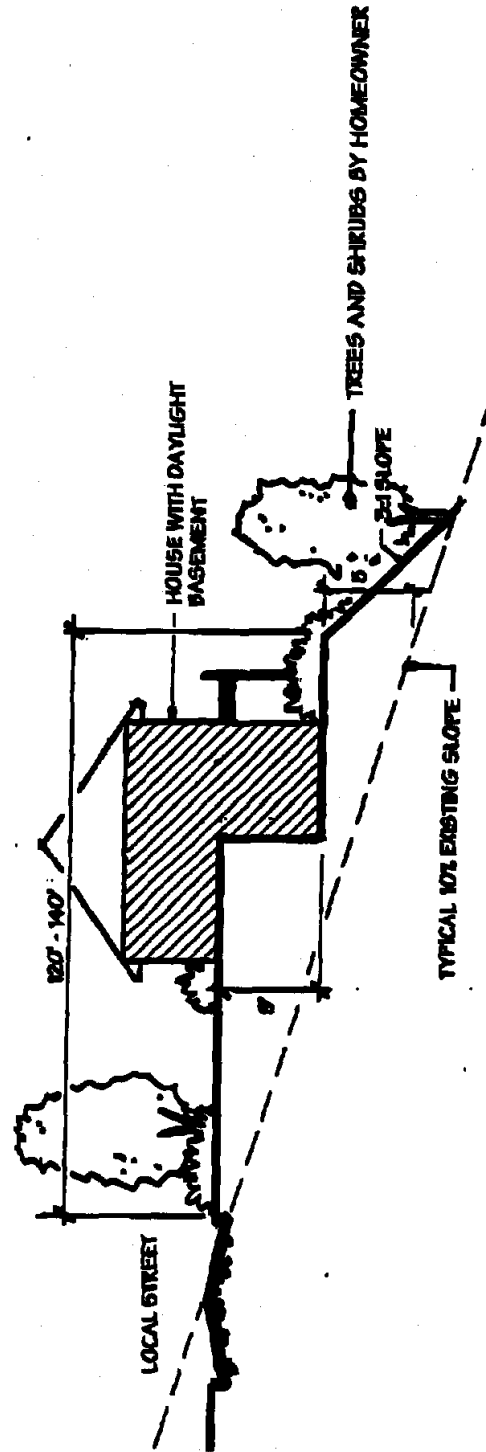
Dust control methods will comply with the requirements of the Washoe County District Health Department, Air Quality Management. A detailed dust control plan must be prepared prior to issuance of a grading permit for the golf course or approval of a final map (Tentative Map Condition #49 and Special Use Permit Condition #18). The dust control plan will address phased grading and stabilization methods including revegetation, application of palliatives, street cleaning, and dust controls on any storage piles located on the site.

**Production Lot Grading** - For residential neighborhoods designated as production lots (mostly 12,000 square foot and some 1/2 acre lots), the lots shall be mass graded. Pads for housing construction will be essentially level with street grades for a distance of 20-40 feet behind the house. All lots within cut areas, and most lots in fill areas, will be graded to drain to the street. On some fill lots, it may be beneficial to design rear yard drainage to reduce the extent of the fill. In a typical situation, the top or toe of any backyard slopes will be approximately 100-120 feet into the lot from the street. Assuming the existing ground has an average 6 percent slope, the typical cut or fill at the worst location would be 6 to 7 feet. (Refer to Figure 3-1.)

**Custom Lot Grading** - For neighborhoods designated as custom lots (all 1 acre and some 1/2 acre and 12,000 square foot lots), the lots will not be mass graded, only streets will be constructed as described above. Custom lots will be sold to the individual buyers. It will be the responsibility of each buyer to design and construct a house that fits on the lot with a minimal amount of grading. For custom lots where the existing slope is in the 6 to 8 percent range (or less), similar techniques to the level-pad concept described for production lots could be utilized. Also, small landscape retaining walls could be used to reduce the cuts and fill. For lots where the existing ground exceeds 8 percent and cuts/fills may be in excess of 10 feet, a better approach is to use a split level, or daylight basement, house design. Generally a single split in a house can offset a 9-foot elevation change in grade. (Refer to Figure 3-1.)



TYPICAL GRADING FOR PRODUCTION LOTS



TYPICAL GRADING FOR CUSTOM LOTS  
NOT TO SCALE ( VERTICAL SCALE EXAGGERATED )

FIGURE 3 - 1  
RESIDENTIAL LOT GRADING

### Driveways and Parking

To create a streetscape that blends with the rural setting, driveway widths should be minimized. Slopes on driveways will not exceed 14 percent. Provide culverts for driveways that cross landscaped drainage swales. Circular drives may be allowed on 1-acre lots. Large expanses of asphalt or gravel are discouraged, as are large areas of untextured and uncolored concrete. Dirt parking areas on residential lots is prohibited. The visual impacts of paved areas will be reduced by tucking them into the topography and/or screening with landscaping.

On-street parking is prohibited throughout Southwest Pointe. Each lot must provide off-street guest parking to accommodate two cars. Additionally, the Conditions of Approval (Tentative Map Condition #34) require that guest parking be provided within 500 feet of homes that have lots ranging in size between 12,000 square feet and 1/2 acre. One space shall be provided for every three homes. The parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map.

### Auxiliary Structures and Site Utilities

Auxiliary structures, such as gazebos, utility sheds, etc., must be designed in a manner that is integrated with the main structure and harmonizes with the natural setting. Auxiliary structures should be situated so as not to interfere with the views and enjoyment of adjacent properties. Plans for such structures must be submitted to the ALCC for review and approval.

All solar and mechanical equipment must be screened. All utility meters and appliances must also be screened. Trash and utility areas shall be located to avoid direct views from streets or adjacent properties. These areas should be enclosed with fencing or screens that match residential architectural detailing and materials.

## Fences and Walls

Appropriate design and placement of fences and walls on residential lots is important in maintaining a high quality, rural atmosphere. It is essential that the materials, patterns and textures complement the surrounding architecture wherever possible.

Perimeter lot fencing is the same type of fencing as the community screening fence shown in Figure 2-6. The fence is 5 to 6 feet tall with or without stone pilasters. Fencing is either metal balusters or wood members. All exposed wood surfaces will be lightly stained or treated with preservatives for longevity. When a change in elevation occurs, the wall or fence should be stepped in equal intervals. Plant materials or berming will be used to soften a continuous wall or fence. All fencing must be submitted to the ALCC for review and approval. The proposed locations for lot perimeter fencing are shown on a separate exhibit within the Final Development Agreement -- Exhibit F, Sheet 1 entitled Site Plan Layout.

Perimeter lot fencing in neighborhoods that are anticipated to be production lot sales (e.g., Neighborhood A) will be mandatory and will be installed by the home builder prior to issuance of a certificate of occupancy. This fencing can either be the 5-6 foot high screen fence or the 3-foot high split-rail fence <sup>but</sup> the perimeter fencing type must be consistent throughout the neighborhood.

In neighborhoods that are planned to be custom lot sales, two different situations arise. The first involves perimeter lot fencing that is visible from adjacent existing and planned developments (e.g., Neighborhoods E, F, G and L). In those cases, the perimeter fencing will be the 3-foot high split-rail fence. This fence is mandatory and will be installed by the homeowner prior to issuance of a certificate of occupancy. The second situation involves perimeter fencing that is not visible from adjacent development (e.g., Neighborhood DD, X). In those instances, perimeter lot fencing is optional and can be either the split-rail fence ~~or~~ or the screen fence.

Special consideration will be taken when installing walls so as not to obstruct views from adjacent homes. Any privacy walls and fences will be installed by the homeowner or builder and maintained by the homeowner.



When retaining walls are necessary, they should become an integral part of the design, not an afterthought. The use of several 2- or 3-foot high walls rather than a single taller wall is encouraged. No single retaining wall shall exceed 5 feet in height. Not only should the retaining walls be designed with careful consideration for strength and provisions for surface and underground drainage, but they should be configured to sensitively fit with the natural terrain and be constructed or faced with materials that blend with the setting.

Freestanding walls are appropriate when used as an extension of the residence, to define key outdoor spaces, and to protect from climatic extremes. Wall materials shall be consistent with or compliment the architectural style of the house.

### Exterior Lighting

All exterior lighting must be approved by the Architectural and Landscape Control Committee. Homeowners are encouraged to utilize landscape lighting -- to subtly highlight unique architectural features, trees, and focal landscape areas. Lighting levels should also be provided which insure safe passage along walks to building entries. Lighting of patio and deck areas to provide for nighttime usage is also allowed.

Landscape lighting should be integrated into the overall design of the site. Downlights can be recessed into arbors and soffits. Ground-mounted landscape bollards may also be used. Pole lights and monoliths with lights higher than 48 inches are not allowed. Light sources should not be directly visible. Light trespass and glare onto adjacent properties is not allowed. Lighting should endeavor to highlight special features and use areas rather than a uniform glow across the property.

### Energy Conservation

All residential units shall include site design and building design or construction features and devices which promote the conservation of energy. Measures encouraged in the design of all residential structures are:

- Double glazing.
- Size and placement of windows and other major openings shall take into account prevailing breezes during the summer season and protection from stronger winds during the winter season.
- Appropriate design features to deflect sunlight or allow it to enter the residence, depending on seasonal needs.
- Strategically locate and select plant materials in areas adjacent to the residence to reduce temperature buildup and sun penetration during the summer season.

Building construction requires sufficient insulation and insulated glass to meet State of Nevada energy standards. Other building construction energy conservation features are encouraged, such as high efficiency mechanical equipment, high efficiency glass (non reflective), etc.



*Transmittal*

To MR. MIKE MOHLER  
24 HILLGRASS  
IRVINE, CA 92715

Date JUNE 19, 1996  
File 30-2447-02  
Copies Leonard Crowe  
Brita Tryggvi  
Laura Helse

Subject \_\_\_\_\_

We are sending:  Attached  Under Separate Cover

The following: ONE COPY OF "SOUTHWEST POINTE WATER QUALITY MANAGEMENT PLAN"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Via:

- Messenger
- First Class Mail
- Air
- Express
- United Parcel
- Air Freight
- \_\_\_\_\_

Remarks ATTACHED IS A REVISED VERSION OF THE SUBJECT  
WATER QUALITY MANAGEMENT PLAN. PLEASE DISREGARD  
THE PREVIOUS VERSION. WE APOLOGIZE FOR ANY  
INCONVENIENCE.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Transmitted:

- As Requested
- For Approval
- For Your Use
- For Review & Comment

By Brett Freeborn  
BRETT FREEBORN, P.E.

Date: Fri 6-14-1996 7:41

Name: Tryggvi, Brita

Company: CFA

Phone: 856-1150

Status: Please Call

Message: Rita needs title for agenda and 1st page of ordinance. 1400  
6/13/96

Pauline can advertise based upon title and first page of ordinance.  
She will need that by about July 2nd. 1655 6/13/96

MS says 1st could be on 7/9 with 2nd on 7/23. Rita will need to  
know how show it on the agenda. 0855 6/14



June 6, 1996

File: 30-2447-03.001

Mr. Dave Price, P.E., County Engineer  
Washoe County Department of Public Works  
P.O. Box 11130  
Reno, NV 89520

**Subject: Seismic Related Recommendations for  
Earthen Retention and Detention Structures  
Southwest Pointe  
Washoe County, Nevada**

**Reference: "Geotechnical Investigation, Southwest Pointe, Phase I, Reno,  
Nevada," by Harding Lawson Associates, dated August 16, 1993**

Dear Dave,

This letter addresses Condition 22 of the Conditions of Approval for Southwest Pointe (Case No. DA9-1-93). Condition 22 reads:

"A geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area. The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition."

The development will involve construction of a golf course which will include numerous excavated ponds and ponds behind earthen dikes. Harding Lawson Associates performed a geotechnical investigation/geologic fault study in order to identify and locate active faults at the site. Several active faults do trend through the project site. We understand that the building setbacks shown on numerous project documents were established by the above referenced report.

With regard to the seismic-related recommendations for earthen retention/detention structures, we recommend that these improvements meet the following criteria:

- Where ponds and lakes are constructed in a cut situation, no special considerations shall apply.

DSG  
6/6/96

- Where ponds and lakes are constructed in a fill situation by use of a berm or embankment and all portions of the berm or embankment are outside designated earthquake fault setback zones, then no special considerations shall apply.
- Where detention facilities (temporary storm water storage) are constructed in a fill situation by use of a berm and are located within a designated earthquake fault setback zone, the height of the berm within the setback zone shall not exceed 4 feet and the detention volume shall not exceed 3 acre-feet.
- Where a pond or lake is designed to permanently hold water (retention), is constructed by a berm in a fill situation, and portions of the berm are within designated earthquake setback zones, special design considerations shall apply. Consideration shall be given to the life safety issue downstream of the retention facility. A hydraulic analysis shall be prepared by a Nevada licensed civil engineer to demonstrate that in the event of a failure of the berm, as a result of fault rupture, downstream flow channels shall have adequate capacity to handle the resultant flow. No residential structures shall be located downstream in the flow path of a potential breakout.

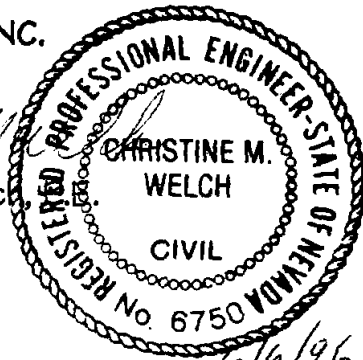
The intent of this recommendation is to limit, but not eliminate, damage which could occur as a result of fault movement under the earthen dike.

We trust this provides the information you need at this time. If we can be of further service, or if you have any questions regarding this letter, please contact the undersigned in our Reno office.

Very truly yours,

KLEINFELDER, INC.

  
Christine M. Welch  
Senior Engineer



CMW:cq

cc: Mr. Mike Mohler, Southwest Pointe Partners  
Ms. Brita Tryggvi, CFA, Inc.  
Mr. Don Young, Department of Development Review

Post-It <sup>®</sup> Fax Note		7671	Date	6/12	# of pages	9
To	Bob Kater		From	Karen Muller		
Co./Dept.	Development Review		Co.	PARKS		
Phone #			Phone #	828-6642		
Fax #			Fax #	829-8014		

# OPEN SPACE MANAGEMENT PLAN

Prepared for:  
Southwest Pointe Partners Ltd.

Prepared by:  
CFA, Inc.

June 1996

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## Open Space Management Plan

This plan has been prepared to comply with the Conditions of Approval for Southwest Pointe (Case No. DA9-1-93). Specifically, the following conditions are relevant:

28. Prior to the approval of the final development agreement, an open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed, phasing of open space dedication, phasing of trail construction and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowner's association and provisions be made for perpetual funding for maintenance. Prior to approval of the final development agreement, a government entity (e.g., United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g., Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres.
29. The final development agreement shall include a provision for public open space that prohibits the sale of any open space without the consent of Washoe County.
30. A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan will be included in the final development agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreational facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.
31. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

This Open Space Management Plan has been prepared to address these conditions. This document was approved by Karen Mullen, Assistant Director of the Washoe County Department of Parks and Recreation. (Refer to attached letter.)

## Neighborhood Park

A neighborhood park is planned near the entrance to Southwest Pointe. As shown in Figure 1, the park will be constructed on the south side of Whites Creek Lane and on the east side of Thomas Creek. If the Washoe County Parks Commission and the Board of County Commissioners will allow the developer to construct the park pursuant to a construction and dedication agreement acceptable to the county and the developer, then the park will be dedicated to Washoe County after the improvements have been completed; however, the land will be placed in escrow prior to commencement of construction. Southwest Pointe Partners or its successor will be reimbursed for the cost of the improvements from fees collected in Southwest Pointe from the Residential Construction Tax. All funds collected from the Residential Construction Tax from this project will be dedicated to reimbursement of the developer to the extent of the costs incurred, subject to the limitations of NRS Chapter 278.

It is important to ensure that recreational facilities are developed in a time frame that coincides with the demands created by development. A construction agreement will be negotiated and construction on the neighborhood park will commence at approximately the time of issuance of the 400<sup>th</sup> building permit and the park will be completed prior to issuance of the 650<sup>th</sup> building permit. Southwest Pointe Partners or its successor will be responsible for preparing a parcel map or final map to create the park parcel.

A conceptual plan of the park is presented in Figure 1. The park is located on the east side of Thomas Creek and on the south side of Whites Creek Lane. This segment of Whites Creek Lane is a public road. The park consists of approximately 15 acres. The area to the east is generally undeveloped with the developed portion of the park located on the western half of the site to take

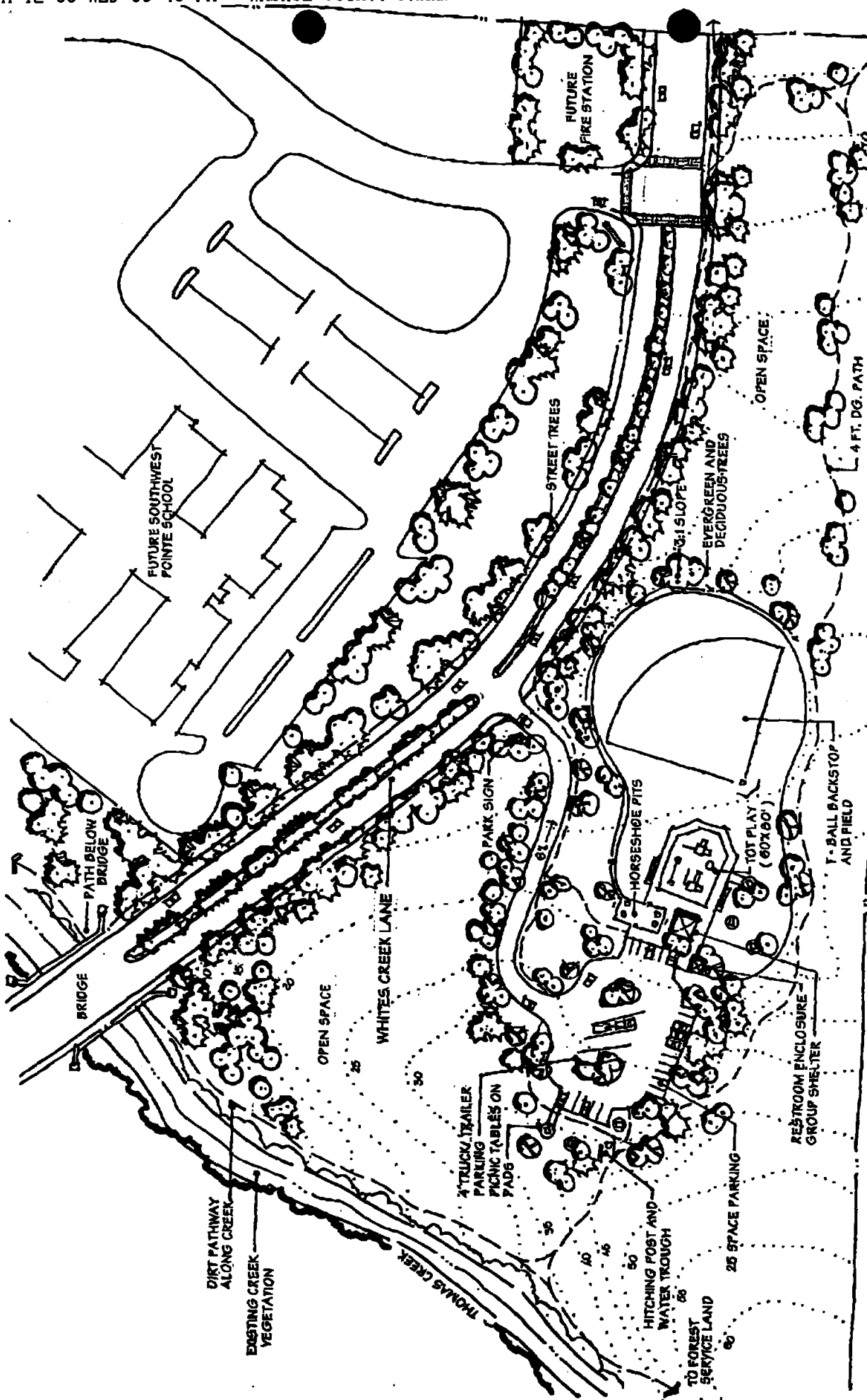


FIGURE 1  
 WASHOE COUNTY NEIGHBORHOOD PARK AT EAST ENTRY - 15 ACRES  
 SCALE: 1" = 100'



# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

June 12, 1996

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520  
PHONE: (702) 328-2041  
FAX: (702) 328-3699

Bryan Sprague, P.E., Vice President  
CFA, Inc.,  
1150 Corporate Boulevard  
Reno, Nevada 89502

RE: Southwest Pointe  
Railroad Flatcars for Use as Roadway Bridge Structures

Dear Mr. Sprague:

We have reviewed your submittals which propose to incorporate used railroad flatcars as the superstructure of roadway bridges designed for standard HS-20 loadings.

Review of the submittals shows that there are no guarantees of the structural strength/fatigue life of the steel members comprising the flatcar, i.e.:

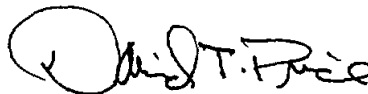
1. "All flatcars sold "AS IS", without warranty as to condition of flatcar or fitness of flatcar for buyer's intended use" (from Skip Gibbs, supplier's letter).
2. "The railcars will be removed directly from service as railcars, and existing condition of the railcars will be GENERALLY reviewed VISUALLY by Morris Engineering personnel..." (from Morris Engineering Page 2 of 10).
3. "The bridge is expected to be designed generally based on AASHTO Bridge Design standards as they apply to railcar bridge design...." (Morris Engineering Page 4 of 10).

We expect that the fatigue life of used flatcars could be limited because a) improper loading, both total load and unbalanced loadings on the car, could result in partial failure of steel members, b) dynamic loading from passing over rail joints can cause member damage, and c) we understand older cars were not constructed to current standards. A survey of flatcar use in Nevada shows that they have been used for canal crossing and that there was a failure in the Fallon area due to concrete truck loadings.

RE: Southwest Pointe  
Railroad Flatcars for Use as Roadway Bridge Structures  
June 12, 1996  
Page Two

Washoe County requires that subdivision bridge structures have life and safety expectations that can be provided by both current design standards and new material properties. We expect that, even if all critical members, welds and other connections could be tested, the members of a used flatcar will not compare to the strengths and fatigue life of a bridge constructed with new materials which can be shown by appropriate laboratory testing to be in compliance with standard materials specifications.

Based on the above, the use of railroad flatcars as a portion of a roadway bridge superstructure is not approved. Please call if you have any questions about these findings.



---

DAVID T. PRICE, P.E.  
County Engineer

DTP/vp

cc: Don Young, Planner, Department of Development Review ✓  
Kris Klein, P.E., Engineering Division



BOB MILLER  
Governor

STATE OF NEVADA  
DEPARTMENT OF MUSEUMS, LIBRARY AND ARTS  
STATE HISTORIC PRESERVATION OFFICE  
Capitol Complex  
100 Stewart Street  
Carson City, Nevada 89710

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WASHOE COUNTY  
DEVELOPMENT REVIEW

JOAN G. KERSCHNER  
Department Director

RONALD M. JAMES  
State Historic Preservation Officer

June 11, 1996

Mr. Don Young, AICP  
Project Planner  
Washoe County  
Department of Development Review  
1001 East Ninth Street  
P.O. Box 11130  
Reno NV 89520-0027

RE: Inventory of the Dry Creek Fan, Southwest Pointe Project, Dingman Investments, Carson Range at Mount Rose Fan, Washoe County.

Dear Mr. Young:

The Nevada State Historic Preservation Office (SHPO) reviewed the cultural resources inventory report. The SHPO concurs with the consultant's recommendation that the following sites are not significant:

26Wa5894	26Wa5895	26Wa5898	26Wa5899
26Wa5900	26Wa5902	26Wa5903	26Wa5904
26Wa5905	26Wa5906	26Wa5910	26Wa5911
26Wa5912	26Wa5916	26Wa5917	26Wa5918
26Wa5919	26Wa5920	26Wa5922	26Wa5925
26Wa5926	26Wa5927	26Wa5930	26Wa5931
26Wa5933	26Wa5934	26Wa5935	26Wa5936
26Wa5938	26Wa5939	26Wa5940	26Wa5941
26Wa5942	26Wa5945	26Wa5951	26Wa5952
26Wa5953	26Wa5954	26Wa5955	26Wa5956
26Wa5957	26Wa5958	26Wa5959	26Wa5960
26Wa5961	26Wa5962	26Wa6065	

Mr. Don Young, AICP  
June 11, 1996  
Page 2 of 3

The SHPO concurs with the consultant's recommendation that the following sites are regionally significant:

26Wa5897	26Wa5908	26Wa5914
*26Wa5915	*26Wa5923	26Wa5924
26Wa5928	26Wa5929	26Wa5937
26Wa5949	26Wa5950	#26Wa99
#26Wa2012	#26Wa3124	#26Wa3125

\*Site contains a non-significant historic component.  
#Previously-recorded site.

The consultant determined that these sites contains data that could address regional research questions concerning prehistoric resource procurement, cultural adaptations and change, and ecological diversity outlined in the research design for the Southern Truckee Meadows Prehistoric Archaeological District (Elston et al. 1995). In addition, some of these sites contain petroglyphs. Such features have long been recognized as important features in the aesthetic, cultural, and ritual life of the Native American groups that created them. As a result, the SHPO concurs with the consultant's finding that the sites are regionally significant.

The consultant has deferred their recommendations for the following sites, pending further study:

*26Wa5986	26Wa5901	*26Wa5907
26Wa5909	*26Wa5913	26Wa5921
26Wa5932	*26Wa5943	26Wa5944
26Wa5946	26Wa5947	26Wa5948

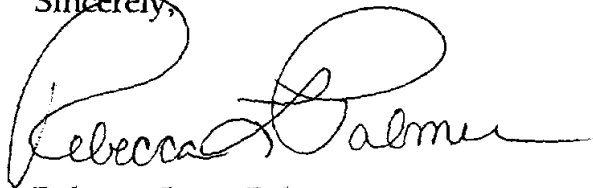
\*Site contains a non-significant historic component.

The SHPO thanks you for providing us with an opportunity to comment on this inventory.

Mr. Don Young, AICP  
June 11, 1996  
Page 3 of 3

If you have any questions concerning this correspondence, please feel free to call me at (702) 687-5138.

Sincerely,

A handwritten signature in cursive script that reads "Rebecca Lynn Palmer". The signature is fluid and includes a large loop at the beginning.

Rebecca Lynn Palmer  
Archaeologist





# WASHOE COUNTY

"To Protect and To Serve"



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

June 11, 1996

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PHONE: (702) 328-2041  
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Southwest Pointe Partners  
24 Hillgrass  
Irvine, California 92715

ATTN: Michael Mohler

RE: Southwest Pointe Subdivision  
Tentative Map Condition No. 21 - Thomas Creek Road Structural Section  
Evaluation

This letter serves as our evaluation of the Geotechnical Investigation Report prepared by Kleinfelder dated May 7, 1996. A purpose of the Kleinfelder geotechnical investigation was to evaluate the load supporting capability of any existing County roadways proposed as truck routes (Condition No. 21). The Kleinfelder report in part states that the portion of Thomas Creek Road north of Saddlehorn Drive is essentially failed and projected construction traffic will have minimum adverse impact on this section of roadway. Our response to these findings are as follows:

## **PAVEMENT CONDITION INDEX (PCI)**

The PCI rating system (Paver Program) is Washoe County's standard procedure for evaluating the remaining life of asphalt pavement and is in common use by agencies throughout the country that are responsible for pavement maintenance. A pavement rating survey performed in May 1996 resulted in a PCI of 67 for the subject section of Thomas Creek Road between Saddlehorn Drive and the north boundary of the Saddlehorn Subdivision, and a PCI of 95 for the section of Thomas Creek Road south of Saddlehorn Drive. A PCI of 40 or less represents failure under the paver rating system.

Based on a PCI of 67 (67 falls within the paver classification system good range) inclusion of the roadway section in the County's overlay program would not be considered again until 1999, when the alligatored portions would be removed and patched, and the entire section sealed. We expect this would provide a life of 5 years before further maintenance would be required (a 2 inch overlay).

RE: Southwest Pointe Subdivision  
Tentative Map Condition No. 21 - Thomas Creek Road Structural Section Evaluation  
June 12, 1996  
Page Two

### **PAVEMENT LIFE**

Based on the above PCI analysis the existing pavement has about three years useful life (assuming normal, nonconstruction traffic loadings) and perhaps another 8 years of life, prior to overlay, assuming minor maintenance is performed in about 3 years. We cannot, therefore, agree with Kleinfelders statement that "the section of Thomas Creek Road north of Saddlehorn Drive to the Saddlehorn Subdivision boundary is essentially failed under current and past traffic," and "requires extensive rehabilitation and/or reconstruction". It is our opinion that the construction traffic loads will accelerate the normally expected maintenance schedule (as discussed above) such that significantly more alligatored areas will appear and thus could require the County to remove all the pavement and perform a total reconstruction of the pavement within three years.

The subject portion of Thomas Creek Road was constructed in 1989 with an expected design life of 20 years. Although there are some locations which are alligatored (reaching failure or in a poor condition, i.e., PCI = 40 or less, we feel with proper maintenance such as crack sealing, removal of alligatored areas and patching, and slurry or chip sealing that 5 to 7 more years can be gained prior to placing a two inch (2") overlay. With these treatments we therefore expect that the 20 year design life can be achieved before a total reconstruction is required. This assumes normal traffic loadings over the pavement life.

### **CONCLUSIONS**

As shown by the PCI survey, the section of Thomas Creek Road between the northern Saddlehorn Subdivision boundary and Saddlehorn Drive has considerable service life remaining prior to requiring reconstruction.

We expect, however, that the construction truck loadings will eliminate the possibility of achieving the 20 year design life as discussed above, and that a total reconstruction, or at least an overlay with alligator area removal, would be required after the proposed hauling activities to Southwest Pointe Subdivision are completed.

RE: Southwest Pointe Subdivision  
Tentative Map Condition No. 21 - Thomas Creek Road Structural Section  
Evaluation

June 12, 1996

Page Three

To remedy this situation we require the following in order to strengthen the structural section prior to use as a haul route:

1. Remove all existing alligatored areas including any base areas which are found to have an over optimum moisture content.
2. Prevent median irrigation water from saturating the base materials.
3. Patch the removed areas.
4. Place a one inch (1") thick overlay on the entire section of Thomas Creek Road between Saddlehorn Drive and the northern boundary of the Saddlehorn Subdivision.
5. Washoe County Road Division would perform Items 1 through 3 above and any other pavement preparations needed prior to placing the overlay.
6. Southwest Pointe would be responsible for the one inch overlay.

Sincerely,



---

DAVID T. PRICE, P.E.  
County Engineer

attachments

DTP/vp

cc: Kris Klein, P.E., Engineering Division  
Don Young, Planner, Department of Development Review ✓

DAQ-1-93 SOUTHWEST POINTE

41-030-12, 49-010-10, 49-030-12

DON

✓ 41-030-09, 11

✓ 41-040-13, 05, 06

✓ 41-140-05

✓ 41-212-★

✓ 49-010-04, 11, 15, 23

✓ 49-040-01-21, 31, 32, 33, 35, 37

✓ 49-051-01-09, 65, 66

✓ 49-060-06, 09, 10, 13, 14, 27

✓ 49-165-★

✓ 49-171-01-05, 08, 09

✓ 49-201-06-23

✓ 49-461-01, 07-19, 24, 25

✓ 49-462-02, 03, 04, 11-16

✓ 150-050-01

✓ 150-061-★

✓ 150-062-★

✓ 150-073-01-04

✓ 150-072-10-13

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Done

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WASHOE COUNTY  
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Sent same date

to Pauline Reese  
CLERK'S OFFICE

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PR on 7/10 in PM.

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FINAL DA.

UNITED STATES OF AMERICA 00000	04905101	CHARLES E & GAY D BROKAW 5851 MOUNT ROSE HWY RENO NV 89511	04905102
MARSHALL S & MARY F KAPNER 410 NW 3RD ST BENTONVILLE AR 72712	04905103	UNITED STATES OF AMERICA 00000	04905104
MORRIS B & ELAINE STEPHENS 5250 MT ROSE HWY RENO NV 89511	04905105	ROBERT E JR & GEORGENE E LINSEY 3351 SKYLINE BV RENO NV 89509-5671	04905106
KENNETH E NIXON 5852 MT ROSE HWY RENO NV 89511	04905107	ROSEMARY S MELARKEY 5849 MOUNT ROSE HIGHWAY RENO NV 89511	04905108
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LAWRENCE G TURK ETRA-TURK JULIA 5859 MT ROSE HWY RENO NV 89515	04905166	NELL J REDFIELD P O BOX 61 RENO NV 89504	04906006
UNITED STATES OF AMERICA 00000	04906009	UNITED STATES OF AMERICA 00000	04906010
UNITED STATES OF AMERICA 00000	04906013	UNITED STATES OF AMERICA 00000	04906014
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RENO NV 89502

04946115

HENRY & JOSEPHINE SANFILIPPO  
1102 RHINE CASTLE WY  
SAN JOSE CA 95120

04946116

MARSHA J ROUSE  
4033 CLOVER CREEK CT  
RENO NV 89509

04946117

EDUARDO & FAYTHE ARIAS  
P O BOX 20132  
RENO NV 89510

04946118

T M B BUILDERS LLC  
4635 VILLAGE GREEN PKWY  
RENO NV 89509

04946119

SADDLEHORN HOMEOWNERS ASSOCIATION  
4185 WILD EAGLE TERRACE  
RENO NV 89511

04946124

WASHOE COUNTY

04946125

B & B METAL SALES CO INC  
P O BOX 241  
HILLSDALE MI 49242

04946202

DAMON L & LYNNE A STUTES  
5915 TYRONE RD  
RENO NV 89502-6262

04946203

GRACE J & KENNETH J DAVIS  
14145 SADDLEBOW DR  
RENO NV 89511

04946204

PETER A TRAPOLINO  
200 WILL SAUER RD  
CARSON CITY NV 89704

04946211

DANIEL L & DEBRA E MERKEL  
14055 SADDLEBOW DR  
RENO NV 89511

04946212

PETER A TRAPOLINO  
200 WILL SAUER RD  
CARSON CITY NV 89704

04946213

HELEN GUSTIN  
14085 SADDLEBOW DR  
RENO NV 89511

04946214

ANTHONY & MARGARET CIORCIARI  
14095 SADDLEBOW DR  
RENO NV 89511

04946215

DANIEL & DEBRA MERKEL  
14055 SADDLEBOW DR  
RENO NV 89511

04946216

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15005001

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006101

UNITED STATES OF AMERICA (TOIYABE NATL FOREST) 00000	04103009	UNITED STATES OF AMERICA	04103011
JULIUS A BALLARDINI 8555 MOUNTAIN SWEEP RENO NV 89511	04104013	R LORING / ANGELA C PERSIDEHL 8555 MOUNTAIN SWEEP WAY RENO NV 89511	04104005
R LORING / ANGELA S PERSIDEHL 8555 MOUNTAIN SWEEP WAY RENO NV 89511	04104006	TESSA ASSOCIATES C/O THOMAS PETER 2300 W SAHARA BOX 1 LAS VEGAS NV 89102	04114005
W DOUGLAS BRODIE % SECOND SIERRA MEDICAL MGT TRUST 6148 GREENBROOK DR RENO NV 89511	04121201	LARRY W & WILMA S GARDNER 910 SCHELLEBOURNE ST RENO NV 89511-7695	04121202
ROBERT L NICHOLS 4185 WILD EAGLE TERR RENO NV 89511	04121203	CRAIG & JILL PORTER P O BOX 7096 RENO NV 89510	04121204
W DOUGLAS BRODIE % SECOND SIERRA MEDICAL MGT TRUST 6148 GREENBROOK DR RENO NV 89511	04121201	LARRY W & WILMA S GARDNER 910 SCHELLEBOURNE ST RENO NV 89511-7695	04121202
ROBERT L NICHOLS 4185 WILD EAGLE TERR RENO NV 89511	04121203	CRAIG & JILL PORTER P O BOX 7096 RENO NV 89510	04121204
BETTY ALYCE JONES P O BOX 61 RENO NV 89504	04901004	WASHOE COUNTY	04901011

DOV-REV

UNITED STATES OF AMERICA

04901015

UNITED STATES OF AMERICA

04901023

00000

UNITED STATES OF AMERICA

04904001

KEVIN M FLAMM  
605 S BELLE AVE  
RENO NV 89502

04904002

00000

MERL F & VERA L STEWART  
1575 DELUCCHI LN #128  
RENO NV 89509

04904003

UNITED STATES OF AMERICA

04904004

00000

UNITED STATES OF AMERICA

04904005

ROBERT L THOMASSON  
5656 MOUNT ROSE HWY  
RENO NV 89511

04904006

00000

UNITED STATES OF AMERICA

04904007

ERVIN & JOAN SINGER  
P O BOX 4231  
INCLINE VILLAGE NV 89450

04904008

00000

JOHN D & MARY V HOWDEN  
P O BOX 3301  
INCLINE VILLAGE NV 89450

04904009

H L & MARGARET LIKELBERGER  
2401 WEST HOLCUMB LANE  
RENO NV 89511

04904010

CHARLES & MARY JACKSON  
P O BOX 4926  
SPARKS NV 89432

04904011

CHARLES & MARY JACKSON  
P O BOX 4926  
SPARKS NV 89432

04904012

UNITED STATES OF AMERICA

04904013

KIMBERLY BUILDERS INC  
15875 MT ROSE HWY  
RENO NV 89511

04904014

00000

DOUGLAS E & CHRISTINE L HUNT  
5700 MELARKEY WY  
RENO NV 89511

04904015

UNITED STATES OF AMERICA

04904016

UNITED STATES OF AMERICA

04904017

RICHARD M & MAURELYN S HEIKKA  
5650 MT ROSE HIGHWAY  
RENO NV 89511

04904015

00000

WILLIAM L JR FAENGER  
5885 MT ROSE HWY  
RENO NV 89511

04904019

SHER K FAENGER  
P O BOX 21218  
RENO NV 89515-1218

04904020

NORA L JEBB  
5875 MOUNT ROSE HWY  
RENO NV 89511-9010

04904021

UNITED STATES OF AMERICA

04904031

00000

FABIAN L & WON SOOK GILLOOLY  
4470 SPRING DR  
RENO NV 89502

04904032

JAMES GLASER  
P O BOX 986  
CARSON CITY NV 89702

04904033

MYRON A III WICK  
944 CHESTNUT STREET  
SAN FRANCISCO CA 94109

04904035

MYRON A III WICK  
944 CHESTNUT STREET  
SAN FRANCISCO CA 94109

04904037

UNITED STATES OF AMERICA  
00000

04905101

CHARLES E & GAY D BROKAW  
5851 MOUNT ROSE HWY  
RENO NV 89511

04905102

MARSHALL S & MARY F KAFNER  
410 NW 3RD ST  
BENTONVILLE AR 72712

04905103

UNITED STATES OF AMERICA  
00000

04905104

MORRIS B & ELAINE STEPHENS  
5250 MT ROSE HWY  
RENO NV 89511

04905105

ROBERT E JR & GEORGENE E LINDSEY  
3351 SKYLINE BV  
RENO NV 89509-5671

04905106

KENNETH E NIXON  
5852 MT ROSE HWY  
RENO NV 89511

04905107

ROSEMARY S MELARKEY  
5849 MOUNT ROSE HIGHWAY  
RENO NV 89511

04905108

MARJORIE I COCKS  
742 MORENA AVENUE  
PALO ALTO CA 94303

04905109

GLENN & LILLIAN RYAN  
P O BOX 12035  
RENO NV 89510

04905165

LAWRENCE G TURK  
ETRA-TURK JULIA  
5859 MT ROSE HWY  
RENO NV 89515

04905166

NELL J REDFIELD  
P O BOX 6J  
RENO NV 89504

04906006

UNITED STATES OF AMERICA  
00000

04906009

UNITED STATES OF AMERICA  
00000

04906010

UNITED STATES OF AMERICA  
00000

04906013

UNITED STATES OF AMERICA  
00000

04906014

GEORGE & JUDITH J POORE  
4900 WARREN WY  
RENO NV 89509

04906027

JUZEI & BARBARA MURAWSKI  
23 N 18TH AVE  
MANVILLE NJ 08835

04916502

STEVEN B & CAROLYN M NOTTERMAN  
45 N GOBI DR  
SPARKS NV 89436

04916503

ALAN R & ELIZABETH A MORTENSEN  
13390 WELCOME WY  
RENO NV 89511

04916504

HAROLD M & HELEN M CHADWICK  
13370 WELCOME WAY  
RENO NV 89511

04917101

C L & MARJOT APPLETON  
20640 MT ROSE HWY  
RENO NV 89511

04917102

PAUL J & CHRISTINE M MILLER  
4630 RIO ENCANTADO LN  
RENO NV 89502

04917103

GEORGE J & NANCY J FURMAN  
12655 BUCKHORN LN  
RENO NV 89511

04917104

R CRAIG & DENISE C VESSIE  
13290 WELCOME WY  
RENO NV 89511

04917105

KENNETH L & CONNIE S BOGAN  
13155 BRUSH LN  
RENO NV 89511-8648

04917108

WASHOE COUNTY

04917109

JACK E WAIT  
4225 WILD EAGLE TER  
RENO NV 89511

04920106

JOSEPH & DIANE NAMOFF  
5535 PEPPER DR  
ROCKFORD ILL 61111

04920107

PATRICIA M & RONALD D EBERHARD  
P O BOX 18508  
RENO NV 89511-8998

04920108

GILBERT R & LESLIE M PETERS  
4285 WILD EAGLE TER  
RENO NV 89511

04920109

KENT & NANCY SWEET  
4305 WILD EAGLE TERR  
RENO NV 89511

04920110

BRADLEY & LORI L ABESON  
4335 WILD EAGLE TE  
RENO NV 89511

04920111

WAYNE E FIKREE  
C/O TERRATECH  
1365 VANDER WY  
SAN JOSE CA 95112

04920112

STEVEN L BRECHER  
4395 WILD EAGLE TERRACE  
RENO NV 89511

04920113

LARRY A PLATZ  
4415 WILD EAGLE TE  
RENO NV 89511

04920114

ROBERT H & KAREN B HOWE  
P O BOX 1580  
DAYTON NV 89403

04920115

ROBERT F BARR  
14050 MOONRISE CT  
RENO NV 89511

04920116

SADDLEHORN HOMEOWNERS ASSOCIATION  
4185 WILD EAGLE TERR  
RENO NV 89511

04920117

WASHOE COUNTY

04920118

WASHOE COUNTY

04920119

SADDLEHORN HOMEOWNERS ASSOCIATION  
4185 WILD EAGLE TERR  
RENO NV 89511

04920120

JOSEPH F & BARBARA G LACCHIA  
16525 AMBER TREE LANE  
HACIENDA HEIGHTS CA 91745

04920121

THOMAS L & ANN R LYONS  
14055 MOONRISE CT  
RENO NV 89511

04920122

BRATSCHIE FAMILY TRUST THE  
15830 KALISHER ST  
GRANADA HILLS CA 91344

04920123

SADDLEHORN HOMEOWNERS ASSOCIATION  
4185 WILD EAGLE TERR  
RENO NV 89511

04946101

LINDA M GREGG  
P O BOX 4591  
INCLINE VILLAGE NV 89450

04946107

J K TAYLOR  
DURHAM-TAYLOR PATRICIA A  
14140 SADDLEBOW DR  
RENO NV 89511

04946108

FRANCIS J & NANCY E GOODWATER  
14130 SADDLEBOW DR  
RENO NV 89511

04946109

CARLO B & CAROLINE GIUFURTA  
14120 SADDLEBOW DR  
RENO NV 89511

04946110

TIM HOWSLEY  
14110 SADDLEBOW DR  
RENO NV 89511

04946111

LINDA G & JAMES JENKS  
14100 SADDLEBOW DR  
RENO NV 89511

04946112

JOSEPH G & DIANE C NAMOFF  
5535 PEPPER DR  
ROCKFORD ILL 61114

04946113

GARY G & PHYLLIS M ELY  
5202 S MOHAWK LN  
SPOKANE WA 99206

04946114

DAMON L & LYNNE STUTES  
5915 TYRONE RD  
RENO NV 89502

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14085 SADDLEBOW DR  
RENO NV 89511

04946214



04946215

ANTHONY & MARGARET CIORCIARI  
14095 SADDLEBOW DR  
RENO NV 89511

15005001

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006102

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006104

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006106

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006108

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006202

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006204

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006206

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006208

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006210

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15007302

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15007304

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15007211

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

04946215

DANIEL & DEBRA HEIKEL  
14055 SADDLEBOW DR  
RENO NV 89511

15006101

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006103

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006105

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006107

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006201

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006203

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006205

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006207

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15006209

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15007301

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15007303

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15007210

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

15007212

SADDLEHORN DEVELOPMENT CO  
4185 WILD EAGLE TE  
RENO NV 89511

**SOUTHWEST**

**POINTE**

MATCH LINE

Proposed Regional & Community Trail  
TO REGIONAL TRAIL SYSTEM

Connection to Regional Trail System

Day Creek Trail

Open Space Buffer

Equestrian Center

TO MACKAY FAIR PLUME TRAIL

TO SIERRA BASE TRAIL

MATCH LINE

TO ZOLLEZZI LN.

Brangley & Assoc  
Architects  
2000  
Connection to  
Regional Trail System

Thomas Creek Estate

Golf Club

Swamp Tennis Club

Recreo

Golf Store

potential future bike trail

Fire Station

Community Pk

TO TOiyabe NATIONAL FOREST Buffer

THOMAS CREEK

TO MT. ROBE CREST TRAIL

SUPERCEDED BY  
6/12/96 VERSION

# SOUTHWEST POINTE

FIGURE 2  
PUBLIC TRAIL SYSTEM





# OFFICE OF THE WASHOE COUNTY CLERK

COUNTY COURTHOUSE, VIRGINIA AND COURT STS.  
P.O. BOX 11130, RENO, NEVADA 89520  
PHONE (702) 328-3260

**JUDI BAILEY**  
County Clerk

RECEIVED

JUL 17 1996

July 15, 1996

WASHOE COUNTY  
DEVELOPMENT REVIEW

Bob Katai  
Department of Development Review  
Washoe County, Nevada

I, Judi Bailey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that at a regular meeting of the Board of County Commissioners held on June 11, 1996 Chairman Bradhurst issued the following order:

**96-535            DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 -**  
**SOUTHWEST POINTE/REDFIELD LAND COMPANY**  
**APN: (49-010-04, 49-010-10 AND 41-030-12)**

**7:00 p.m.** This was the time set in Notice of Public Hearing mailed to all affected property owners on May 29, 1996 and published in the Reno-Gazette Journal on May 31, 1996 to consider the recommendation of the Washoe County Planning Commission to conditionally approve Amendment to Development Case No. DA9-1-93 for Southwest Pointe which agreement facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The amendment allows the applicant to modify portions of the agreement pertaining to streets, access, drainage, parks and other portions. The total acreage of the project is  $\pm 3,171.6$  acres and located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR), and General Rural (GR), in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. Proof was made that due and legal notice had been given.

Bob Katai, Department of Development Review, reviewed history of the project and proposed amendments to the Development Agreement submitted by the applicant, advising that the amendments are modifications to the conceptual plan adopted as part of the preliminary development agreement. He further advised that the applicant had requested that the percentage of 12,000 square-foot lots increase up to 50% of the lot totals; that the percentage of lots between one-half and one-acre increase up to 40%; that the applicant's current proposal is that no more than 40% of the lot mix to be 12,000 lots; that no more than 35% of the lot mix being half-acre to one-acre lots; that the remaining

lots are one acre or greater; that the original lot number of 1,090 has not been increased; that smaller lots would allow reconfiguration of the golf course and increase open space areas; and that smaller lots would not increase the density of the project.

Chairman Bradhurst opened the public hearing and called on those wishing to speak.

Brita Tryggvi, CFA, Inc., representing applicant, discussed a comparison between the conceptual plan presented to the Board in 1993 and the proposal being presented today. She reviewed maps illustrating the changes and stated that the difference in the lot mix is due to an increase in the number of half-acre lots and a decrease in the number of one-acre lots; that the revised proposal leaves the number of 12,000-square-foot lots the same; that they are still planning an elementary school site, a potential middle school site, a community park, and a fire station site; that the main entry road is proposed to become private at Thomas Creek; that vehicular access would be slightly reduced; that access to the public will not be reduced; and that it is intended that the public have access to the trail system to the project along the roadways; and that they have always proposed connections for the regional trail system and that would remain unchanged. Ms. Tryggvi further advised that they are proposing a gate or a gate house to the development; that the road becomes private at the creek; and that they have met with the Nevada Division of Forestry, the agency responsible for fire protection in this area and this proposal complies with their requirements for a 20 foot area that is clear and unobstructed.

Mike Mohler, Project Manager, stated that they are unclear whether they will be constructing gates to the development; and that they are utilizing this concept in the initial sales phase of the project.

Russ Carpenter, a resident of Pleasant Valley and Chairman of the Mt. Rose/Geiger Grade Citizens Advisory Board, spoke in opposition to the gate concept stating that the neighborhood has not reached a point where gated communities are necessary.

There being no one else wishing to speak, Chairman Bradhurst closed the public hearing.

Mr. Katai advised that the Southwest Truckee Meadows Citizens Advisory Board has recommended approval of amendments to the Development Agreement.

Chairman Bradhurst stated that with two public golf courses and a possible commercial area, it would be difficult to have a gate operation; that it may be used for marketing purposes initially, but if the intent is to encourage individuals to use the golf courses, a gate could be a detriment.

Ms. Tryggvi explained that conditions of approval allow retention of public access to the golf course; that public access to the trails and non-residential uses will all be retained; that the original plan, off the primary loop road, included several gates; and that they have now opted for one gate location.

Following discussion, on motion by Commissioner Sims, seconded by Commissioner Mouliot, which motion duly carried, Chairman Bradhurst ordered that Amendment to Development Agreement Case No. DA9-1-93 for Southwest Pointe/Redfield Land Company be approved subject to the following Development Agreement conditions and the Template conditions:

**CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE**

**UNLESS OTHERWISE STATED, PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT AGREEMENT, ALL CONDITIONS MUST BE MET. A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.**

GENERAL CONDITIONS

1. Unless specifically stated in the final Development Agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final Development Agreement, the allowed uses, densities, and standards of the land subject to the Development Agreement shall be those in effect at the time the final agreement is approved.
2. The final Development Agreement shall specify any time frames that have been extended beyond those specified by Washoe County Code or Nevada Revised Statutes. The Department of Development Review shall be responsible for determining compliance with this condition.

3. A "statement of compliance" format or formats for both residential and non-residential projects shall be made a part of the final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
4. The developer and all successors shall direct any potential purchaser of the site, or portions thereof (other than individual single-family lots), to meet with the Department of Development Review to review the Development Agreement and the conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Development Review of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
5. Prior to submittal to the Washoe County Board of County Commissioners, the final Development Agreement shall be reviewed and approved by the Office of the District Attorney of Washoe County.
6. The final Development Agreement will be submitted to the Washoe County Board of County Commissioners within three months of submission of a completed agreement with all accompanying exhibits, provided the Department of Development Review does not delay the submission in order to approve provisions of the agreement to its satisfaction. Extension of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.
7. The developer shall provide the Department of Development Review staff with a quarterly report indicating the number of building permits issued and other building activity, once residential construction has started.
8. The developer shall define a process to ensure that the maintenance and replacement of the streets, parking areas, lighting, landscaping, recreational facilities, utilities, and other private infrastructure shall be performed by the homeowners associations and shall be perpetually funded. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this condition.

#### STREETS AND TRAFFIC

9. A Level of Service C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.
10. The final Development Agreement shall not be approved until the right-of-way (ROW) of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition 21 for tentative maps. An approved and recorded ROW document shall be provided to the County Engineer and the District Attorney's Office.

11. Prior to final approval of the Development Agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Conditions 17 and 19 for tentative maps, from the project site to Wedge Parkway. The County Engineer shall be responsible for determining compliance with this condition.
12. A Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. However, as part of Phase I development, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to approval of any final map or prior to the issuance of the first building permit for the first final map, all construction traffic will be diverted to Whites Creek Lane. No construction traffic will be allowed on Thomas Creek Road between Whites Creek Lane and Zolezzi Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submits a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a. site distance requirements;
- b. left turn storage capacity and design;
- c. intersection location and alignment;
- d. proximity to existing intersections and recommended separate distances;
- e. existing center median and landscaping concerns;
- f. determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g. determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

13. The developer shall provide a schematic pedestrian circulation plan. The Department of Development Review shall be responsible for determining compliance with this condition. The "statement of compliance" shall require that a detailed pedestrian circulation plan will be submitted as part of each tentative map and approved by the Department of Development Review.
14. Unless specifically stated in these conditions of approval or in the final Development Agreement, all public and private street design and construction is to be done in accordance with the Washoe County standards that are in effect at the time the final Development Agreement is recorded. The County Engineer shall be responsible for determining compliance with this condition.
15. Unless otherwise stated in these conditions of approval or in the final Development Agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 be responsible for determining compliance with this condition.
16. All private roadways shall be depicted on the final maps and identified on the tentative map as either private access easements over individual adjacent lots or, if identified as separate parcels, as either common areas with equal fractional ownership by all of the lots within the development or common areas owned by the homeowners association. The County Engineer shall be responsible for determining compliance with this condition.

#### GRADING AND DRAINAGE

17. A general concept-level storm drain master plan shall be submitted to the County Engineer for approval prior to acceptance of the final Development Agreement. The general concept-level storm drain master plan shall address in general terms proposed methods for handling the existing and increased flows for the 10- and 100-year storms including detention and other proposed mitigation measures for both on-site and off-site areas. This master plan shall include a drawing which shows the existing drainage basins within the development and indicate how they may be impacted. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase or approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. The County Engineer shall be responsible for determining compliance with this condition.
18. Detention/retention facilities are to be maintained by a homeowners association and perpetually funded unless Washoe County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County. The County Engineer shall be responsible for determining compliance with this condition.



19. A maintenance plan of all drainage facilities to be owned by the homeowners association shall be provided prior to approval of the conditions, covenants, and restrictions (CC&Rs). All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant and associated Steamboat Ditch conveyance system. The County Engineer shall be responsible for determining compliance with this condition.
20. The off-stream detention/debris basin recommended in the 1990 Kennedy, Jenks, Chilton report shall be reserved based on the following timetable:
  - a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final Development Agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final Development Agreement. If construction is not started by that date, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school or revert to open space.
  - d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.
21. The increase in development-caused runoff from the 100-year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained on-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company. The County Engineer shall be responsible for determining compliance with this condition.
22. A geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area. The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
23. The development shall comply with the requirements of the Hillside Ordinance of the Development Code, as applicable. The Department of Development Review shall be responsible for determining compliance with this condition.

#### WATER AND WASTEWATER

24. A schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to a final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.

25. Prior to the approval of the final Development Agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Department. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.
26. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure. The Utility Division shall be responsible for determining compliance with this condition.

### FIRE PROTECTION

27. If requested by the applicable fire protection agency, a minimum one-acre site for a fire station shall be offered for dedication prior to recordation of the first final map. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements and the results of those discussions, as they relate to the entire project, shall be incorporated into the Development Agreement.

### PARKS/RECREATION/OPEN SPACE

28. An open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowners association and provisions be made for perpetual funding for maintenance.  

Prior to approval of the final Development Agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres. The Parks and Recreation Department and the Department of Development Review shall be responsible for determining compliance with this condition.
29. The final Development Agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County. The Department of Development Review shall be responsible for determining compliance with this condition.
30. A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan will be included in the final Development Agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final Development Agreement. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

31. The developer will work with the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

LANDSCAPING/ARCHITECTURAL DESIGN

32. Prior to approval of the final Development Agreement, the developer shall submit a Development Standards Handbook for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition 19.c. for tentative maps. The Department of Development Review shall be responsible for determining compliance with this condition.

**CONDITIONS**  
for  
**TENTATIVE SUBDIVISION MAP CASE NO. \_\_\_\_\_**  
for  
\_\_\_\_\_ **SUBDIVISION**

**UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES TO ENSURE COMPLETION OF THE CONDITIONS MUST BE PROVIDED. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES.**

**A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.**

**THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS BEFORE THE ANTICIPATED DATE OF APPROVAL BY THE PLANNING COMMISSION TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES. NO FINAL MAP WILL BE SCHEDULED FOR A PLANNING COMMISSION MEETING DATE THAT IS LESS THAN SIXTY (60) DAYS FROM THE DATE OF THIS MANDATORY MEETING.**

**A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP MUST BE SUBMITTED TO THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP. SAID EXPIRATION IS TWO YEARS FROM THE DATE OF APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP BY THE BOARD OF COUNTY COMMISSIONERS OR, WHEN APPLICABLE, BY THE PLANNING COMMISSION.**

**COMPLIANCE WITH THE DEVELOPMENT AGREEMENT, APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.**

#### GENERAL CONDITIONS

1. The subdivider shall present to the planning commission 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 two (2) years after the date of approval of the tentative map.

Prior to the expiration of a tentative map, the planning commission or, upon appeal, the governing body may grant a two (2) year extension for the presentation of the entire final map or next successive final map. The effective date of the extension shall be two (2) years from the date upon which the map would have expired.

If the subdivider fails to record a final map for any portion of the tentative map or obtain an extension within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

2. Unless specifically stated in the final Development Agreement, final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map or any subsequent extension date. The Department of Development Review shall be responsible for determining compliance with this condition.

3. 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. Substantial compliance shall be determined by the applicable agency and the Department of Development Review.
4. As part of every tentative map and final map application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The "statement of compliance" for the final map shall incorporate a description of how the conditions of approval have been met. The Department of Development Review shall be responsible for determining compliance with this condition.
5. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's Office, County Engineer, and the Department of Development Review prior to final map approval or prior to issuance of a certificate of occupancy for a non-residential use. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. If the CC&Rs are not recorded on the entire property, subsequent phases will be annexed to the previously recorded CC&Rs. Said CC&Rs shall specifically address the ability of the county to enforce certain provisions against the property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum:
  - a. Private roads within the subdivision.
  - b. Equestrian center.
  - c. Staffing of maintenance and security forces.
  - d. Common area landscaping.
  - e. Entrance gates.
  - f. Snow removal and storage areas.
  - g. Common area landscaping including along streets or landscaping along Whites Creek Lane.
  - h. Fire and fuelbreaks.
  - i. Detention basins and the accumulated sediment.
  - j. Equestrian/pedestrian trails.
  - k. Bicycle and pedestrian paths.
  - m. Golf cart crossings.
  - n. Off-site residential parking areas.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
- b. All homes must have a garage with space for a minimum of two cars.
- c. Specifications on the limitation of turf area for single-family homes.
- d. Retention of public access to the golf course, bike paths, (i.e., 8-foot meandering paths along minor arterials and some collectors; refer to street sections), public trails, and non-residential uses.

- e. Notice of requirement to pay future sewer user fees.
  - f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Access to open space for pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
  - l. Minimum defensible space requirements.
  - m. Snow storage areas.
6. Prior to ground-disturbing activity or prior to finalization of any portion of the tentative map, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.

7. 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.

8. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.
9. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
10. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization, mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
11. All soil boring logs must be included as part of the construction drawings. The County Engineer shall be responsible for determining compliance with this condition.
12. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.

13. The developer is to provide written approval from the US Postal Service for the plans for the installation of mail delivery facilities. The system, other than individual mail boxes, must be shown on the project construction plans and installed as part of the on-site improvements. The County Engineer shall be responsible for determining compliance with this condition.
14. The final map shall designate faults, by distance and bearings, that have been active during the Holocene epoch of geological time and 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. The faults have been located by Civil Engineer Registered in Nevada and experienced in Geotechnical Engineering and field surveyed by a Nevada Registered Land Surveyor.

The Department of Development Review shall be responsible for determining compliance with this condition.

15. The Washoe County Planning Commission certificate on the final map shall be approved by the County Engineer and the Department of Development Review.

STREETS AND TRAFFIC

16. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.
17. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
18. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
19. The County Engineer shall be responsible for determining compliance with this condition. Prior to the issuance of the 35th building permit, the following roadway improvements shall be constructed:
  - a. The remaining two lanes of Whites Creek Lane from Thomas Creek Road to the project site if warranted by projected traffic demands.
  - b. Two (2) lanes of Whites Creek Lane from Thomas Creek Road to Wedge Parkway with 100 feet of right-of-way. These two lanes will be constructed so that an additional two lanes may be added in the future if warranted by projected traffic volumes.

- c. Whites Creek Lane will be designed in a manner that minimizes any impacts on the adjacent homes to the north in Fieldcreek Ranch (e.g., fencing, berms, lowering the travel lanes).
20. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.
21. Prior to or upon approval of the CC&Rs, the developer shall have a street maintenance program approved by the County Engineer and the Department of Development Review. Maintenance of private streets shall be performed by the homeowners association and shall be perpetually funded.
22. The following roadway sections shall be applicable to the public and private on-site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance, minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.
  - a. Private Common Driveways - Serving 4 or less lots, pavement width 20 feet; serving 5 or more lots, pavement width 22 feet; no parking either side. Curb returns shall have a minimum face of curb radius of 20 feet on local streets and 25 feet on collector streets. Acceleration/deceleration tapers will be provided on streets with average daily traffic exceeding 2000 trips. Private common driveway locations will be shown on all tentative maps. Private common driveways will line up with proposed street intersections where possible and will comply with street intersection offset requirements. Single lot driveway access will not be allowed onto streets on which the average daily traffic exceeds 2000 trips. (Refer to street sections.)
  - b. Rural Private - 60 foot minimum ROW (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)



- c. Local Private - 60 foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
- d. Collector Private - 60 foot minimum ROW (500 ADT to 2000 ADT): minimum 24-foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)
- e. Collector Private - 60 foot minimum ROW (2000 ADT to 8000 ADT): minimum 24-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking on either side. A minimum 8-foot path on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. No residential driveway access will be allowed. Access for private common driveways will be allowed. (Refer to street sections.)
- f. Collector Private - 120 foot minimum ROW collector street (up to 9600 ADT): A minimum 27-foot center median from curb face to curb face, 19-foot pavement width on either side of the median; curb and gutter on both sides or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side except during special events; a minimum 8-foot meandering asphalt path both sides; no residential driveway access allowed. (Refer to street sections.)
- g. Minor Arterial, Private - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27-foot center median from curb face to curb face, 24-foot pavement width on either side of the median; County Engineer-approved concrete header with roadside ditch; no parking either side; a minimum 8-foot meandering asphalt path both sides; no residential driveway access allowed. A gate may be installed at the point where Whites Creek Lane becomes a private road. (Refer to street sections.)

- h. **Minor Arterial, Public - 120-foot minimum ROW (more than 10,800 ADT):** A minimum 27-foot center median from curb face to curb face, 29.5-foot roadway section on either side of the median; curb and gutter on both sides; a minimum 6-foot concrete sidewalk on both sides; no residential driveway access is allowed. (Refer to street sections.) A gate may be installed at the point where Whites Creek Lane becomes a private road. A public turn-around is required on the public side of the gate.
- 23. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards. The County Engineer shall be responsible for determining compliance with this condition.
- 24. Construction near fault lines shall be as follows:
  - a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
  - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.

The County Engineer shall be responsible for determining compliance with this condition.
- 25. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement. The County Engineer shall be responsible for determining compliance with this condition.
- 26. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this part of the condition. Maintenance of median landscaping shall be by the homeowners association as provided for in a separate maintenance agreement to be approved by the County Engineer and the District Attorney's Office prior to approval of the CC&Rs.
- 27. Temporary county standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street. The County Engineer shall be responsible for determining compliance with this condition.
- 28. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 1,500 feet. These roads shall have a 30-foot access easement with a minimum 20-foot width and 2.5 inches of asphalt concrete pavement on an engineered gravel base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only". The County Engineer and the applicable fire protection agency shall be responsible for determining compliance with this condition.

29. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately-maintained streets. The County Engineer shall be responsible for determining compliance with this condition.
30. Meandering asphalt paths will be acceptable provided that:
  - a. Pedestrian easements are included for portions of the paths located outside the county right-of-way.
  - b. Landscaping between the back of the curb and the path shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer shall be responsible for determining compliance with the provisions of this condition.
  - c. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the homeowners association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior to approval of the final Development Agreement.
31. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
32. Street lights shall be installed at major intersections. The County Engineer shall be responsible for determining compliance with this condition.
33. No at-grade golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.
34. Off-site parking areas shall be provided within 500 feet of homes that have lots ranging in size between 12,000 square feet and one-half acre. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map(s). The Department of Development Review shall be responsible for determining compliance with this condition.
35. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved by the County Engineer and constructed as approved.
36. Regulatory signs must be installed at the juncture of all public streets with a private street and at intersections along the primary loop road. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards. The County Engineer shall be responsible for determining compliance with this condition.
37. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

## DRAINAGE AND GRADING

38. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.

39. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and approved by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

40. A maintenance plan of all drainage facilities, to be owned by the homeowners association, shall be provided prior to approval of the CC&Rs. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant, and associated Steamboat Ditch conveyance system. All runoff from improved areas which runs into the Steamboat Ditch shall be pre-treated for silt and petrochemicals and shall be routed through a "wet" detention facility or approved alternative. The Utility Division and the Department of Development Review shall be responsible for determining compliance with this condition.

41. The 100-year floodplain boundaries and flood elevations shall appear on each final map. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted or until conformance with Washoe County flood construction standards is determined by the County Engineer. The County Engineer shall be responsible for determining compliance with this condition.

42. Prior to approval of the final map, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection. If required, point discharge permit for each proposed detention pond will be obtained from the Nevada Division of Environmental Protection and copy shall be submitted to the County Engineer.
43. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.
44. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the US Army Corps of Engineers and the approval letter provided to the Department of Development Review.
45. Prior to issuance of a grading permit for the golf course or approval of a final map, the developer shall obtain from the Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
46. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
47. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.
48. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.

The developer shall contact the Division of Water Resources, State of Nevada, to determine whether the proposed flood detention facilities will require permits. If required, copies shall be submitted to the County Engineer.

49. Prior to the approval of a grading permit or approval of a final map, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.
50. Prior to approval of the first final map, an erosion control and soil stabilization plan and a grading plan shall be approved by the Washoe-Storey Conservation District. A copy of the approval shall be submitted to the District Health Department, Department of Development Review, and County Engineer.
51. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided from any structures. The Department of Development Review shall be responsible for determining compliance with this condition.
52. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100-year flows and lined. The County Engineer shall be responsible for determining compliance with this condition.

#### WATER AND WASTEWATER

53. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
54. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
55. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
56. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
57. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
58. The Nevada Division of Environmental Protection must submit a letter to the District Health Department certifying their approval of the final map.

59. The developer shall deposit with the Utility Division the sum of \$50.00 per lot prior to recordation of all or part of the final map. This fee shall represent the prorated share of the completed water and wastewater facilities plan for the South Truckee Meadows for this development.

#### WATER

60. In accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
61. All minor infrastructure for potable water distribution shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.
62. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
63. Prior to final map approval, a letter of approval from the Division of Water Resources for the water rights serving this proposal must be submitted. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource. The Utility Division shall be responsible for determining compliance with this condition.
64. Before approval of the final map will be considered, a letter from the water purveyor committing adequate water service to this proposal must be submitted to the District Health Department. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.
65. Prior to the approval of a final map by the District Health Department, the production wells that will serve any phase of this development must be constructed, pump tested and sampled to ensure the proposed water system has sufficient quality and quantity.
66. Water quality results from a state-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.

67. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.
68. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
69. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
70. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
71. The tentative maps shall show the maintenance roads for the existing and proposed water tanks. The location of these roads shall be mutually agreeable to the Department of Public Works and the developer.
72. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters. The Department of Development Review shall be responsible for determining compliance with this condition.
73. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, no grading permit shall be issued prior to District Health Department approval of the referenced final map. This condition does not apply to the construction of production wells required in Condition 68.  
The developer may seek relief from the District Board of Health for this requirement or may choose to create a separate parcel for the first 18-hole golf course.
74. The Department of Development Review shall be responsible for determining compliance with this condition. The final map shall contain the following note:

#### NOTE

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by Washoe County.



## SEWER

75. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
76. All minor infrastructure for sewer collection shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division.
77. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.
78. All sewer hookup fees for the area within the final map will be paid to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
79. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines. The Utility Division shall be responsible for determining compliance with this condition.
80. Proper easements shall be shown for off-site sewage and drainage systems. The Utility Division and the County Engineer shall be responsible for determining compliance with this condition.
81. Prior to final map approval, a letter, which can be a will-serve letter, from the Utility Division committing sewer service, must be submitted to the District Health Department. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.

## FIRE PROTECTION

82. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the approval of a final map.

83. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.

OTHER

84. A minimum 25-foot landscape buffer shall be installed between the homes and the collector and the arterial streets. The homeowners association shall be required to perpetually maintain these areas. The Department of Development Review shall be responsible to determining compliance with this condition.
85. Prior to acceptance of the first map, the telephone easement Doc. No. 415899, which runs through the middle of many lots, shall be realigned with appropriate abandonment and relocation easements, or the proposed lots realigned. The County Engineer shall be responsible for determining compliance with this condition.

**CONDITIONS FOR SPECIAL USE PERMIT CASE NO. \_\_\_\_\_**

**UNLESS OTHERWISE SPECIFIED, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES MUST BE PROVIDED TO SATISFY THE CONDITIONS PRIOR TO SUBMITTAL FOR A BUILDING PERMIT. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES. ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL HAVE A COPY FILED WITH THE COUNTY ENGINEER AND THE DEPARTMENT OF DEVELOPMENT REVIEW.**

**COMPLIANCE WITH THE CONDITIONS OF THIS SPECIAL USE PERMIT IS THE RESPONSIBILITY OF THE DEVELOPER, HIS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST. FAILURE TO COMPLY WITH ANY CONDITIONS IMPOSED IN THE ISSUANCE OF THE SPECIAL USE PERMIT MAY RESULT IN THE INSTITUTION OF REVOCATION PROCEDURES.**

**WASHOE COUNTY RESERVES THE RIGHT TO REVIEW AND REVISE THE CONDITIONS OF THIS APPROVAL SHOULD THEY DETERMINE THAT A SUBSEQUENT LICENSE OR PERMIT ISSUED BY WASHOE COUNTY VIOLATES THE INTENT OF THIS APPROVAL.**

## GENERAL CONDITIONS

1. As part of every special use permit application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
2. Prior to ground-disturbing activity, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.
3. 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.

4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
5. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.
6. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.
7. An animal waste management plan shall be prepared prior to the issuance of any building permit for a facility that might require such a plan. The plan must document how the migration of bacteria, nutrients, and other animal waste by-products to surface and ground waters will be prevented. The Department of Development Review shall be responsible for determining compliance with this condition.

## STREETS AND TRAFFIC

8. All street construction shall comply, at a minimum, with the requirements for a subdivision within this project. The County Engineer shall be responsible for determining compliance with this condition.

9. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.
10. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.
11. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
12. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards. The applicable fire protection agency shall be responsible for determining compliance with this condition.
13. Construction near fault lines shall be as follows:
  - a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
  - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.

The County Engineer shall be responsible for determining compliance with this condition.
14. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
15. No at-grade golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.

## GRADING AND DRAINAGE

16. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.

17. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the developer shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed-upon locations. The easement shall be submitted with the plans for the final golf course improvements. The County Engineer shall be responsible for determining compliance with this condition.

18. Prior to the approval of a grading permit, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.
19. For all projects larger than 5 acres, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection and submit a copy to the County Engineer prior to ground-disturbing activity.

20. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.
21. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.
22. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
23. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.
24. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
25. Prior to issuance of a grading permit for the golf course or approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
26. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.
27. Prior to the issuance of a grading permit for the golf course, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A surface and ground water sampling program shall be implemented to demonstrate that migration is not occurring and commits to modifying practices in the event that any of the above materials are detected. The Department of Development Review shall be responsible for determining compliance with this condition.

## WATER AND WASTEWATER

28. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
29. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
30. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
31. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
32. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
33. If required and in accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
34. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
35. Water quality results from a State of Nevada-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
36. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.

37. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
38. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
39. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
40. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
41. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.

#### FIRE PROTECTION

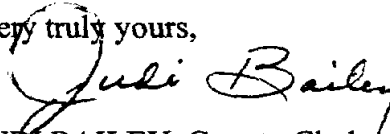
42. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed prior to the introduction of any combustible materials to the site. The fire protection agency shall be responsible for determining compliance with this condition.
43. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.



LANDSCAPING

44. Detailed landscaping and irrigation plans for the village commercial center, club house, golf course, golf driving range, equestrian center, or other non-residential uses requiring special use permit review shall be submitted prior to the issuance of a building permit for the particular use.
45. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200(e) of the Uniform Building Code Section 7011 amended. The Department of Development Review shall be responsible for determining compliance with this condition.

Very truly yours,



JUDI BAILEY, County Clerk  
and Clerk of the Board of  
Washoe County Commissioners

njv

cc: Manager, D.A., Assessor (Judy Ramos), Engineering

Brita Tryggvi, CFA, Inc.  
1150 Corporate Blvd.  
Reno, Nevada 89502

Robert Sader, Ltd.  
462 Court Street  
Reno, Nevada 89501-1796



# OFFICE OF THE WASHOE COUNTY CLERK

COUNTY COURTHOUSE, VIRGINIA AND COURT STS.  
P. O. BOX 11130, RENO, NEVADA 89520  
PHONE (702) 328-3260

March 4, 1994

JUDI BAILEY  
County Clerk

Jeff Dingman  
Dingman Investments  
1597 Esmeralda Avenue  
Minden, NV 89423

Dear Mr. Dingman:

I, Judi Bailey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that at a regular meeting of the Board of County Commissioners, held on February 8, 1994, Chairman Cornwall issued the following order:

94-86      DEVELOPMENT AGREEMENT CASE NO. DA9-1-93 - DINGMAN INVESTMENTS  
SOUTHWEST POINTE (APN: 49-010-04, 49-010-10 AND 41-030-12)

6:00 p.m. This was the time set in a Notice of Hearing published in the Reno Gazette-Journal on January 27, 1994, to consider Development Agreement Case No. DA9-1-93, a request by Dingman Investments to develop a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center and a commercial village center. The total acreage of the project is ±3,171.6 acres. The project entrance is proposed west of the intersection of Zolezzi Lane and Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR), is located in the Southwest Truckee Meadows Planning Area, and situated in Sections 3, 10, 13, 14, 15, 22, 23, 24, 26, and 27, T18N, R19E, MDM, Washoe County, Nevada. Proof was made that due and legal notice had been given.

Jeff Murphree, Planner, Department of Development Review, described the proposed project and stated that the purpose of a Development Agreement is to provide a mechanism for comprehensive review of a large scale development, to insure that adequate public facilities and services are provided consistent with the development, and to provide assurances that the master plan will not be changed during the course of the agreement, which in this case is 15 years. He explained the process stating that, if approved by this Board tonight, this preliminary development agreement, which is basically a conceptual plan, will be sent to the Regional Planning Commission as a project of regional significance for their review; that the applicant will then have six months to meet the conditions of approval; that it will then come back to staff for review; and that when all conditions have been met, staff will then bring the final development agreement to the Board of County Commissioners for final approval.

Mr. Murphree also reviewed the history of the subject agreement at the Planning Commission level and stated that the major outstanding issue is the traffic impacts that will be created by this development. He stated that the primary access for this development will be via White's Creek Lane with Zolezzi Lane serving as a gated, emergency access only; that staff was concerned about the project not having two resident accesses; and that the Planning Commission felt that White's Creek Lane as proposed by the developer will meet the needs. Mr. Murphree stated that the residents in Field Creek who will be adjacent to White's Creek Lane are very concerned about this, although White's Creek Lane first appeared as a major street in the 1984 master plan; that there were some changes when the area plan was adopted in 1989; and that when Field Creek Ranch Subdivision was approved, prior to the 1989 area plan, the developer was required to dedicate a 100-foot wide corridor for a future street--White's Creek Lane. In response to Commissioner Beck, Mr. Murphree stated that White's Creek Lane will be constructed as a 4-lane road from Thomas Creek Road west into the subject property only; that from Thomas Creek Road east to Wedge Parkway it will be constructed as a 2-lane minor arterial; and that when warranted in the future, that portion will be widened to 4 lanes also, but that won't be for many years as it will not be necessary until complete buildout of all the projects in the area.

Mr. Murphree stated that the other major issue at the Planning Commission was the flood detention facilities, which has been resolved through negotiations. He then answered specific questions of the Board.

Brita Tryggvi, CFA, Inc., representing applicant, stated that the proposed development is consistent with the Southwest Truckee Meadows Area Plan for both density and the proposed roadway system; and that they propose to cluster all of the development in the center of the project thereby creating wide open space buffers, retaining the existing vegetation, and preserving the muledeer habitat. Using maps, she located wide buffers between this project and the surrounding developments, showing that approximately 1500 acres, 48 percent of the site, will be open space, which will eventually be dedicated to a public entity or a nonprofit organization such as the Washoe Parks Foundation. Ms. Tryggvi also explained how they are planning different, distinct neighborhoods separated by golf courses and common open space, some with 12,000 square foot lots, some with half-acre lots, and some with one acre lots, the two 18-hole golf courses, one of which will be constructed in the first phase, the commercial center, and the recreational facilities they are planning.

Ms. Tryggvi then discussed the developer's proposal for constructing White's Creek Lane and stated that their idea is to create a special assessment district involving all the developers who will benefit and that that would get this entire road constructed much sooner than originally proposed, which will relieve the traffic problems in Thomas Creek Estates and on Zolezzi Lane. She stated that there are some residents in Field Creek who are going to be impacted by White's Creek Lane, cited alternatives roads that have been proposed and considered, and explained the problems with each of them. Ms. Tryggvi then described the mitigation measures that can be taken to minimize the impacts to those Field Creek residents and stated that they will work with those homeowners to come up with the best possible solutions. Ms. Tryggvi then answered questions from the Board.

Chairman Cornwall opened the public hearing and called on those wishing to speak regarding the proposed project.

The following area residents spoke in support of the project and overwhelmingly supported the construction of White's Creek Lane, some of them stating that they feel it should be constructed as soon as possible to relieve traffic in their neighborhoods: Cory Kristie, Cathy Bush, Elaine Walker, Jim Lucas, Robert Archie, Randy Jackson, Robert Duvall, Wendy Foyer, Thomas Bower, Beverly Sindlinger, and Patty Beers. Ms. Walker also submitted a petition signed by many of her neighbors in support of the project; and a letter of support from Mr. Walker was placed on file with the Clerk, along with the petition.

The following residents of the Field Creek Subdivision spoke in opposition to the project and the construction of White's Creek Lane, citing how they will be adversely impacted, such as the road being too close to their homes creating noise and danger, their views being obstructed, and their property values being affected: John Gulick, Pat and Doug Powell, Bruno Menicucci, Thomas Shrake, Wayne Avery, Randy Moore, Brad Swenson, Robert Young, Lee Parker, and John Zidich. Mr. Shrake submitted a petition signed by his neighbors supporting accessing this project from the Mt. Rose Highway, which was placed on file with the Clerk.

Pat and Doug Powell, 13440 Field Creek, also explained that Mr. Powell had gone to the County Planning offices before purchasing their property trying to learn what was planned for the area and no one told them about a 4-lane road going in their backyard. Randy Moore, 13560 Field Creek also stated that he went to the County offices to view the subdivision plans, which did not even show the easement through the area.

Buck Metcalf, Washoe County Planning Commission; Bruce Arkell, formerly with the Nevada Department of Transportation; and Greg Krause, Regional Transportation Commission; each discussed the complexities involved in developing the master plan, including the transportation element therein, and urged the Commission to follow the master plan and not to change the proposed construction of White's Creek Lane.

Keith Kellison, Chairman, Southwest Truckee Meadows Citizens Advisory Board, stated that Southwest Pointe is a quality project that will benefit the entire area; that no one spoke against the project at the numerous meetings they held regarding the project; and that on behalf of the CAB he is requesting that the Board approve the project. Nick Stosic, CAB member, stated that he was also on the CAB when the master plan was adopted and urged the Board to follow the plan and approve the project as it is in conformance with the plan. Steven Walther, former CAB member stated that a line has been drawn indicating this road since February, 1983; that the plan is fragile and should be carefully followed, which this project does; and that he believes that the deer herd and wildlife habitat will be protected by all the open space that is planned.

Dick Heikka, Chief of the Galena Volunteer Fire Department, answered some of the questions that had been raised regarding emergency access and fire protection, stating that their response time would be

good, and described the numerous pieces of equipment that the Department currently has, assuring the Board that there would be adequate fire protection. He also stated that the open space planned in this project will protect the wildlife habitat and the resident muledeer in the area; and that with all the development in the area, White's Creek Lane will have to be built someday just on the basis of good planning.

Sandra Wilson, 13350 Fieldcreek, stated that the construction vehicles should use the Mt. Rose Highway; and that when White's Creek Lane is constructed, it should include walking paths and bike lanes so that it will be conducive to the rural life of the area.

Chris Spandow stated that he does not live in the project area, but does use the streets there and urged the Board to maintain the integrity of the area plan and allocate the traffic fairly to all streets.

Nancy Maddox, 4045 LaMay Lane, stated that her concern is the water; that she lives on the north end of the project; and that she and her neighbors are all on private wells and are concerned that their wells will be impacted.

There being no one else wishing to speak, Chairman Cornwall closed the public hearing. She then asked Mr. Murphree to clarify the issues of construction traffic and the approximate time when White's Creek Lane will be constructed.

Mr. Murphree stated that construction traffic will initially use Zolezzi Lane during construction of the golf course, but that that will not be in and out traffic; and that when the first building permit is issued, the construction traffic will use Mt. Rose to Thomas Creek to White's Creek. He further stated that they had planned to require construction of White's Creek Lane by the 85th residential permit, but the applicant desires to do it before that time.

Ms. Tryggvi stated that the developer has no objection to moving it up to the 35th building permit as someone suggested since they hope to construct White's Creek Lane much sooner through the special assessment district. Ms. Tryggvi and the Board then discussed, at length, possible mitigation measures that can be taken to alleviate the impacts on those residents living on Field Creek Lane, such as placing the lanes as far to the south as possible, lowering the road, fencing and installing sound walls. Ms. Tryggvi stated that they will work with those homeowners, even meeting with them individually if necessary, to come up with acceptable solutions to minimize the impacts on them.

In regard to the concern expressed concerning water, Commissioner Bradhurst asked if there has been an analysis of whether this project might impact private wells. Ms. Tryggvi stated that they have not yet done that but are working with the Utility Division to determine this.

Commissioner McDowell asked if the Board is going to add or change any conditions. Mike Harper, Director of Development Review, reminded the Board that this is a Preliminary Development Agreement; that if

the Commission modifies the agreement, the changes must go back through the Planning Commission process; and that the Board's input would certainly be taken into consideration when preparing the Final Development Agreement for the Board's approval.

Commissioner Bradhurst then asked questions about the open space dedication and the trails system, which were answered by Gene Sullivan, Parks and Recreation Director.

Chairman Cornwall stated that she definitely wants the residents on Field Creek Lane who will be impacted by the construction of White's Creek Lane to be involved in the design process regarding the mitigation measures used to alleviate those problems; that she does want the condition regarding construction traffic clarified to include how that issue will be enforced; and that she does not believe the residents in this area want street lights in the neighborhood.

Legal Counsel Maureen Griswold stated that she feels those changes are acceptable; that since the developer has agreed to change the 85th building permit to the 35th, she sees no problem with that; and that she does not believe that these clarifications would require resubmittal to the Washoe County Planning Commission.

On motion by Commissioner McDowell, seconded by Commissioner Bradhurst, which motion duly carried, Chairman Cornwall ordered that the preliminary development agreement in Development Agreement Case No. DA9-1-93 be approved subject to the following conditions as clarified by the Board at this meeting:

GENERAL CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE

COMPLIANCE WITH THE CONDITIONS OF THIS DEVELOPMENT AGREEMENT IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST.

A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEVELOPMENT REVIEW STAFF.

GENERAL CONDITIONS

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.

2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. The recorded final development agreement shall be effective for a period not-more-than 15 years. An extension of this approval may be granted if mutually agreed to by the developer and Washoe County.
4. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's office and the development review staff. 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 property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum.
  - a. Private roads within the subdivision.
  - b. Equestrian center.
  - c. Staffing of maintenance and security forces.
  - d. Common area landscaping.
  - e. Entrance gates.
  - f. Snow removal and storage areas.
  - g. Landscaping along streets.
  - h. Fire and fuelbreaks on open space.
  - i. Detention basins and the accumulated sediment.
  - j. Equestrian/pedestrian trails.
  - k. Bicycle and pedestrian paths.
  - l. Private streets and utilities.
  - m. Golf cart crossings.
  - n. Off-site residential parking areas
  - o. Public park center.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
- b. Specifications on the limitation of turf area for single family homes.
- c. Notice of requirement to pay future sewer user fees
- d. Minimum defensible space requirements.
- e. Snow storage areas.

- f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Requirement of open space remaining open to pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
5. Prior to ground disturbing activity, the developer shall provide an archaeological/historical survey for review by the Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology.
  6. The developer shall participate in any applicable General Improvement District or Special Assessment District formed by Washoe County to the satisfaction of the applicable division of Public Works.
  7. All new utilities shall be placed underground to the satisfaction of the County Engineer.
  8. Prior to final map approval, the developer is to provide written approval of the plans for the installation of mail delivery facilities from the US Postal Service. The system must be shown on the project construction plans and installed as part of the on-site improvements to the satisfaction of the County Engineer and the US Postal Service.
  9. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
  10. Prior to submittal to the Washoe County Board of County Commissioners, the final development agreement shall be reviewed and approved by the Washoe County District Attorney's Office.
  11. Within six months of the approval of the preliminary development agreement, a draft final development agreement that conforms with the provisions of section 814 of the Washoe County Development Code shall be completed and submitted to the Washoe County Department of Development Review. Washoe County Department of Development Review will provide comments on the draft final agreement. The final development agreement will then be submitted to the Washoe County Board of County Commissioners within three months. Extensions of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.



## PHASING

12. The project shall be developed in three phases. Phase I includes a tentative map for 436 lots, an 18-hole golf course, the village center and driving range. Phase II will include an additional nine holes, the equestrian center and a tentative map for approximately 220 dwelling units. Phase III includes the remaining 434 lots and the last nine holes of golf. Modification to the proposed phasing plan may be made if mutually agreeable the developer and Washoe County. These modifications may include the commercial portion of the project and the second 18-hole golf course, which may be constructed during phase II or phase III.
13. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.

14. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.

## TRAFFIC

15. A LOS C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.
16. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site, to the satisfaction of the County Engineer.
17. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
18. Prior to the issuance of the 35th building permit, the following roadway improvements shall be constructed to the satisfaction of the County Engineer:

- A. The remaining two lanes of Whites Creek Lane from Thomas Creek Road to the project site if warranted by projected traffic demands.
  - B. Two (2) lanes of Whites Creek Lane from Thomas Creek Road to Wedge Parkway with 100 feet of right-of-way. These two lanes will be constructed so that an additional two lanes may be added in the future if warranted by projected traffic volumes.
  - C. Whites Creek Lane will be designed in a manner that minimizes any impacts on the adjacent homes to the north in Fieldcreek Ranch (e.g., fencing, berms, lowering the travel lanes).
19. The final development agreement shall not be approved until the right-of-way of all necessary off-site accesses from the project to Thomas Creek Road are obtained. A recorded right-of-way document shall be provided to the satisfaction of the County Engineer and the District Attorney's Office.
20. Prior to the final approval of the development agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District (SAD) for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Condition No.'s 16 and 18, from the project site to Wedge Parkway, to the satisfaction of the County Engineer.

Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

NOTE

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.

21. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

Enforcement of the approved construction haul routes shall be the responsibility of the applicant and the County Engineer. Failure of construction vehicles to follow approved roads, will result in cessation of building permits and/or certificate-of-occupancies.

22. Prior to approval of the final development agreement, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded.
23. Prior to the approval of the final development agreement, a schematic pedestrian circulation plan. As part of each tentative map, a detailed pedestrian circulation plan will be submitted and approved by the Department of Development Review.

24. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.
25. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
26. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - C. Private - 50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.

- E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
  - F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 1/2 foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
  - G. Public - 100 ROW major arterial street (more than 10,830 ADT).
27. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer, Washoe County Department of Development Review and the developer. Maintenance of median landscaping shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
28. Meandering asphalt paths will be acceptable provided:
- A. Pedestrian easements are included for portions of the paths located outside the County r.o.w.
  - B. Landscaping between the back of the curb and the path shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer.
  - C. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
29. Proposed roadways (public or private) are not to be centered along fault lines. Faultlines shall be located behind the curblines, on the up-thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback excluding construction for buildings for human occupancy may be reduced, to the satisfaction of the County Engineer.
30. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded.

31. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement, to the satisfaction of the County Engineer.
32. Temporary County Standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street, to the satisfaction of the County Engineer.
33. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 500 feet to the satisfaction of the County Engineer and the applicable fire protection agency. These roads shall have a 30-foot access easement with a minimum 20-foot width of 6 inches of Type 2 Class B aggregate base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.
34. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. The emergency access road shall be constructed within a 30 foot access easement to a minimum 20 foot width with 4 inches of Type 2 Class B aggregate base.
35. Street lights shall be installed at major intersections to the satisfaction of the County Engineer.
36. Unless otherwise stated in the final development agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer.
37. The minimum pavement structural section shall be 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector-classified streets and shall be 3 inches of asphalt over 6 inches of granular base for roadways for local streets to the satisfaction of the County Engineer.
38. The applicant shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required.

39. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater, to the satisfaction of the County Engineer. Where possible, crossings should be below the grade of public streets.
40. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.
41. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.
42. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
43. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.
44. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

#### AIR QUALITY MANAGEMENT

45. Prior to the approval of the final development agreement, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

#### DRAINAGE

46. Detention/retention facilities are to be maintained by a homeowner's association and perpetually funded unless the County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County.

47. A general concept level storm drain master plan shall be submitted and approved prior to acceptance of the final development agreement to the satisfaction of the County Engineer. The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10 and 100 year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities.
48. Prior to recordation of any final map, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.
49. A maintenance plan of all drainage facilities, to be owned by the homeowner's association, shall be provided prior to approval of the final development agreement. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe county water treatment plant, and associated Steamboat Ditch conveyance system. All runoff from improved areas which runs into the Steamboat Ditch shall be pre-treated for silt and petrochemicals and shall be routed through a "wet" detention facility or approved alternative, to the satisfaction of the Utility Division and the Department of Development Review.
50. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.
51. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
  - A. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to



the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.

- B. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within five (5) years of the approval of the final development agreement. If construction is not started within by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
- C. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
- D. If the detention basin is constructed, Washoe County shall pay fair market value for the property.

52. The increase in development-caused runoff from the 100 year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained On-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company, to the satisfaction of the County Engineer.

53. Prior to the approval of the final development agreement, a geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area, to the satisfaction of the County Engineer.

The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report.

54. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.

55. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building Code Section 7011 amended.

56. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation.

57. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The applicant shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch.
58. Prior to approval of the final map, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection. If required, point discharge permit for each proposed detention pond will be obtained from the Nevada Division of Environmental Protection and copy submitted to the Engineering Division.

The applicant shall contact the Division of Water Resources, State of Nevada, to determine whether the proposed flood detention facilities will require a permit.

59. Prior to approval of the final development agreement, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
60. Prior to approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
61. Prior to approval of the final development agreement, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A service and ground water sampling program shall be implemented to demonstrate that migration is not occurring, and commits to modifying practices in the event that any of the above materials are detected.
62. An animal waste management plan for the equestrian center shall be prepared prior to the issuance of a building permit for that facility, that documents how the migration of bacteria, nutrients and other animal waste by-products to surface and ground waters will be prevented.
63. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100 year flows and lined, to the satisfaction of the County Engineer.

#### WATER

64. Prior to the approval of the final development agreement, the applicant shall provide staff with a phasing schedule for the dedication

of water rights. Permitted or certificated groundwater rights in the amount of 1.12 acre feet must be dedicated to Washoe County for each lot of a final map. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.

65. Prior to the approval of the final map, the developer shall demonstrate how compliance with NRS 278.349, that requires the availability of water meet applicable health standards and is sufficient in quantity to serve the foreseeable needs of the subdivision, shall be met to the satisfaction of the District Health Department and Washoe County Department of Development Review.
66. Prior to the approval of the final development agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Office. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.
67. Prior to the approval of the final development agreement, a schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.
68. Prior to final map approval, a letter of approval for the water rights serving this proposal must be submitted from the Division of Water Resources. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource to the satisfaction of the Utility Division.
69. The developer shall provide adequate assurance that the sewage, water and drainage systems will be satisfactorily maintained and operated
70. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters.
71. Water quality results from a State certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
72. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits.

73. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling.
74. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval. The water source shall meet both primary and secondary standards of the Safe Drinking Water Act.
75. The tentative maps shall show the maintenance roads for the existing and proposed water tanks. The location of these roads shall be mutually agreeable to Washoe County and the developer.
76. The developer shall provide access to the existing monitoring wells to the satisfaction of the Utility Division. In the event access is no longer available, the developer shall construct new wells to the satisfaction of the Utility Division.
77. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

#### WASTEWATER

78. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
79. The project shall be designed to accommodate a gravity flow sanitary sewer system within the boundaries of the subdivision. Such design shall be to the satisfaction of the Utility Division.
80. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.
81. All minor infrastructure for potable water distribution shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infra-

structure design can be accomplished prior to the approval of the final map.

82. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
83. The sanitary sewer collection system and water system facilities must be offered for dedication to Washoe County.
84. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
85. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance to the satisfaction of the Utility Division.
86. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development.
87. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance.
88. Easements for all water and sewer utilities shall be offered for dedication to the satisfaction of the Utility Division.

#### GRADING

89. The development shall comply with the requirements of the Hillside Development Ordinance, as applicable.

#### SCHOOLS

90. Should the proposed "off-stream" location for the flood detention facility proposed in the 1990 Kennedy/Jenks report not be dedicated for this purpose, a minimum ten acre site for an elementary school and a minimum 25 acre site for a middle school shall be offered for dedication.

If the "off-stream" flood control facility is dedicated to Washoe County, a 10 acre site for the elementary school shall be offered for dedication.

If the area for the "off-stream" facility is dedicated, but the County has not complied with Condition No. 51, the use for the area shall revert back to a school site and/or a park site (if requested by Washoe County) as proposed by the developer. If a school or park site is not requested by Washoe County, this area shall remain as an open space buffer.

#### FIRE PROTECTION

91. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the introduction of any combustible materials to the site.
92. A minimum one-acre site shall be offered for dedication, if requested by the applicable fire protection agency, for a fire station. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements.

#### PARKS/RECREATION/OPEN SPACE

93. Prior to the approval of the final development agreement, an open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed, phasing of open space dedication, phasing of trail construction and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowner's association and provisions be made for perpetual funding for maintenance.

Prior to approval of the final development agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres.

94. The final development agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County.
95. Unless the off-stream site is dedicated to the County, a minimum 10-acre public park site shall be offered for dedication to the

County. A sketch plan has been submitted, which if conceptually approved by the County, should be included in the final development agreement. The final park design shall be mutually agreeable to the County and the developer. The developer will construct the recreational facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.

96. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

#### LANDSCAPING/ARCHITECTURAL DESIGN

97. Prior to the approval of the final development agreement, the developer shall submit schematic landscaping and architectural design guidelines of the entire project to the Design Review Committee (DRC) for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition No. 18C.

98. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs.
99. Homes located on 12,000 square foot lots shall have a minimum 160 square foot storage space added in their garages, if only one garage space is provided.
100. A minimum 25 foot landscape buffer shall be installed between the homes and the collector and secondary loop streets. The homeowners association shall be required to perpetually maintain these areas.

#### OTHER

101. Prior to acceptance of the first final map, the telephone easement Doc. No. 415899, which runs through the middle of many lots, shall be realigned with appropriate abandonment and relocation easements, or the proposed lots realigned, to the satisfaction of the County Engineer.

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TENTATIVE MAP CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE

1. All uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.
2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. The "statement of compliance" format(s) shall be made a part of the final development agreement. For the phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.
3. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.  
  
If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.  
  
The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.
4. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.
5. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.



6. The roadway structural sections for the proposed 80 foot public right-of-way shall have as a minimum 5 inches of asphalt on 8 inches of aggregate base. A final geotechnical report must be prepared, however, prior to final map approval to determine if additional structural capacity above the minimum is required. On-site construction haul route traffic and school traffic is to be considered in the pavement analysis. The proposed on-site private road right-of-way widths are acceptable as shown for the tentative map of Phase I.
7. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - C. Private -50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
  - D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.

- E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot asphalt meandering one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
- F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 1/2 foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
- G. Public - 100 ROW major arterial street (more than 10,830 ADT).
8. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater, to the satisfaction of the County Engineer. Where possible, crossings should be below the grade of public streets.
9. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.
10. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.
11. Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

#### NOTE

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.

12. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
13. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.
14. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

#### AIR QUALITY MANAGEMENT

15. Prior to the approval of the final development agreement, a detailed dust control plan shall be prepared and submitted to Air Quality Management and to Washoe County Department of Development Review staff. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

#### DRAINAGE

16. Detention/retention facilities are to be maintained by a homeowner's association and perpetually funded unless the County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County.

The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site to the satisfaction of the County Engineer. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan.

17. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
  - A. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the

Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.

- B. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within five (5) years of the approval of the final development agreement. If construction is not started within by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - C. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, the Washoe County parks and Recreation Department for a neighborhood park, or revert to open space.
  - D. If the detention basin is constructed, the property shall be dedicated to Washoe County.
- 18. The increase in development-caused runoff from the 100 year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained On-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company, to the satisfaction of the County Engineer.
  - 19. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway, to the satisfaction of the County Engineer. Erosion protection shall be provided based upon the recommendation of the geotechnical report.
  - 20. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200 (e) of the Uniform Building Code Section 7011 amended.
  - 21. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable by Washoe County and the developer. A minimum 50-foot buffer shall be provided between property lines of single family residences and riparian vegetation.
  - 22. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100 year flows and lined, to the satisfaction of the County Engineer.

#### WASTEWATER

- 23. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.

PARKS AND RECREATION

24. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

LANDSCAPING

25. A minimum 25 foot landscape buffer shall be installed between the homes and the collector and secondary loop streets. The homeowners association shall be required to perpetually maintain these areas.

OTHER

26. All new utilities shall be placed underground to the satisfaction of the County Engineer.

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FINAL MAP CONDITIONS

for

DEVELOPMENT AGREEMENT CASE NO. DA9-1-93

for

SOUTHWEST POINTE

ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES SHALL BE PROVIDED IN AN APPROPRIATE FORM AND AMOUNT, TO THE SATISFACTION OF THE PUBLIC WORKS DEPARTMENT PRIOR TO RECORDATION OF THE FINAL MAP, UNLESS OTHERWISE STATED.

PRIOR TO FILING A FINAL MAP FOR RECORDATION, THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEVELOPMENT REVIEW STAFF AT LEAST FOUR (4) WEEKS BEFORE THE ANTICIPATED RECORDATION DATE TO REVIEW REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL.

A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP, WHICH PERMITS THE ADDITION, DELETION, OR AMENDMENT OF CONDITIONS, MUST BE SUBMITTED TO THE DEVELOPMENT REVIEW STAFF AT LEAST 60 DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP; SAID EXPIRATION BEING ONE YEAR FROM THE DATE OF THE BOARD OF COUNTY COMMISSIONERS APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP.

GENERAL CONDITIONS

1. Unless specifically stated in the final development agreement, final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map or any subsequent extension date.
2. 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. All documentation necessary to satisfy the conditions noted

below shall accompany the final map when submitted to the Engineering Division and the development review staff.

3. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's office and the development review staff. 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 property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement of the following items, at a minimum:

- a. Private roads within the subdivision.
- b. Equestrian center.
- c. Staffing of maintenance and security forces.
- d. Common area landscaping.
- e. Entrance gates.
- f. Snow removal and storage areas.
- g. Landscaping along streets.
- h. Fire and fuelbreaks on open space.
- i. Detention basins and the accumulated sediment.
- j. Equestrian/pedestrian trails.
- k. Bicycle and pedestrian paths.
- l. Private streets and utilities.
- m. Golf cart crossings.
- n. Off-site residential parking areas.
- o. Public park center.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
- b. Specifications on the limitation of turf area for single family dwellings.
- c. Notice of requirement to pay future sewer user fees
- d. Minimum defensible space requirements.
- e. Snow storage areas.
- f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
- g. Potential for conservation easements or dedication of open space.
- h. Prohibition of motorized vehicles in open space.
- i. Areas with potential for equestrian traffic.
- j. Requirement of open space remaining open to pedestrian and bicycle traffic.
- k. Notice of pedestrian easements to abutting properties.

4. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

If the subdivider fails to record a final map for any portion of the tentative map within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.

5. The developer shall provide Department of Development Review staff with a monthly report indicating the number of building permits issued, once residential construction has started.
6. A note shall be placed on all 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 Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology, 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.

7. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada, when field conditions mandate construction other than that shown in the original drawing.
8. The final map shall designate faults, by distance and bearings, that have been active during the Holocene epoch of geological time and shall contain the following note to the satisfaction of the development review staff:

NOTE

No habitable structures shall be located on a fault that has been active during the Holocene epoch of geological time. The faults have been located by Civil Engineer Registered in Nevada and experienced in Geotechnical Engineering and field surveyed by a Nevada Registered Land Surveyor.

9. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization, mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.

10. All soil boring logs must be included as part of the construction drawings to the satisfaction of the County Engineer.
11. All new utilities shall be placed underground to the satisfaction of the County Engineer.
12. The developer and all successors shall direct any potential purchaser of the site, or portions thereof, to meet with the development review staff to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the development review staff of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
13. The Washoe County Planning Commission certificate on the final map shall be to the satisfaction of the County Engineer and the Department of Development Review.

#### TRAFFIC

14. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a



haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

Enforcement of the approved construction haul routes shall be the responsibility of the applicant and the County Engineer. Failure of construction vehicles to follow approved roads, will result in cessation of building permits and/or certificate-of-occupancies.

15. Prior to approval of the final development agreement, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded.
16. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards, to the satisfaction of the County Engineer.
17. The roadway structural sections for the proposed 80 foot public right-of-way shall have as a minimum 5 inches of asphalt on 8 inches of aggregate base. However, a final geotechnical report must be prepared prior to final map approval to determine if additional structural capacity above the minimum is required. On-site construction haul route traffic and school traffic is to be considered in the pavement analysis. The proposed on-site private road right-of-way widths are acceptable as shown for the tentative map of Phase 1. Public right-of-way will not be evaluated until the recommended transportation study is completed.
18. Unless specifically stated in the final development agreement, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.
19. The following roadway sections shall be applicable to the private on-site streets shown on the tentative map. A traffic report shall be submitted prior to approval of the first final map which identifies the ultimate average daily traffic on each street.
  - A. Private - 41 foot ROW cul-de-sac street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A *minimum*

four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.

- B. Private - 50 foot ROW local street (maximum 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- C. Private - 50 foot ROW collector street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum four (4) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer.
- D. Private - 60 foot ROW collector street (2000 ADT to 8000 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted both sides. A minimum five (5) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed.
- E. Public - 60 foot ROW collector street (2000 ADT to 9,600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.
- F. Public - 80 foot ROW minor arterial street (9,600 ADT to 10,830 ADT): A minimum 11 foot center median from curb face to curb face, 29 1/2 foot roadway section curb face to curb face on either side of the median; curb and gutter on both sides; no parking either side; four (4) foot meandering asphalt path, both sides; no residential driveway access allowed.
- G. Public - 100 ROW major arterial street (more than 10,830 ADT).

20. Medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer. Maintenance of median landscaping shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
21. Meandering asphalt paths are acceptable provided pedestrian easements are included in portions of the paths located outside the County right-of-way. Landscaping between the back of the curb and the paths shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer. Maintenance of median landscaping and pedestrian paths shall be by the Homeowners Association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior approval of the final development agreement.
22. Proposed roadways (public or private) are not to be centered along fault lines. Faultlines shall be located behind the curblines, on the up-thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback, excluding construction for buildings for human occupancy, may be reduced to the satisfaction of the County Engineer.
23. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded.
24. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement, to the satisfaction of the County Engineer.
25. Temporary County Standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street, to the satisfaction of the County Engineer.
26. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs serving ten or more lots to the satisfaction of the County Engineer. These roads shall have a 30-foot access easement with a minimum 20-foot width of 6 inches of Type 2 Class B aggregate base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.
27. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. The emergency access road shall be constructed within a 30 foot access easement to a minimum 20 foot width with 4 inches of Type 2 Class B aggregate base.

28. Street lights shall be installed at major intersections to the satisfaction of the County Engineer.
29. Unless specifically stated in the final development agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer.
30. The minimum pavement structural section shall be 4 inches of asphalt over 6 inches of granular base for roadways (public and private) with a right-of-way of 60 feet in width and shall be 3 inches of asphalt over 6 inches of granular base for roadways with a right-of-way of 50 feet in width to the satisfaction of the County Engineer.
31. The applicant shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required.
32. Off-site parking areas shall be provided within 300 feet of homes that have 12,000 square foot lot sizes. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the revised tentative maps for phase I and subsequent tentative map applications for phases II and III, to the satisfaction of Washoe County Department of Development Review and the developer.
33. All private roadways shall be depicted on the final maps and identified in the final development agreement as either private access easements over individual adjacent lots or, if identified as separate parcels, as common areas with equal fractional ownership by all of the lots within the development to the satisfaction of the County Engineer.
34. Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following note to the satisfaction of the development review staff:

NOTE

An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County, requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact

fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.

35. Project streets that are designed with security gates at points intersecting shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved and constructed to the satisfaction of the County Engineer.
36. Regulatory signs must be installed at the juncture of all public streets with a private street to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.

#### DRAINAGE

37. Prior to recordation of any portion of the subdivision, a final, detailed hydrology/hydraulic report for that phase, prepared by a registered engineer, shall be submitted to the County Engineer for approval. The report shall include the locations, points of entry and discharge, flow rates and flood limits of all 10 and 100 year storm flows impacting both the site and off-site areas and the methods for handling those flows. The report shall include all storm drain pipe and ditch sizing calculations and a discussion of and mitigation measures for any impacts on existing off-site drainage facilities and properties.
38. Prior to recordation of any final map, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.
39. The 100-year floodplain boundaries and flood elevations shall appear on each final map to the satisfaction of the County Engineer. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map to the satisfaction of the County Engineer. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted

or until conformance with Washoe County flood construction standards is determined by the County Engineer.

40. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the District Health Department and the County Engineer.
41. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.

#### WATER

42. Prior to the approval of a final map by the District Health Department, the production wells that will serve any phase of this development must be constructed, pump tested and sampled to ensure the proposed water system has sufficient quality and quantity.
43. Before approval of the final map will be considered, a letter from the water purveyor committing adequate water service to this proposal must be submitted District Health Department.
44. Prior to final map approval, a letter of approval for the water rights serving this proposal must be submitted from the Division of Water Resources. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource to the satisfaction of the Utility Division.
45. The developer shall provide adequate assurance that the sewage, water and drainage systems will be satisfactorily maintained and operated.
46. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, no grading permit shall be issued prior to District Health Department approval of the referenced final map. This condition does not apply to the construction of production wells required in condition Number 48.

The applicant may seek relief from the District Board of Health for this requirement or may choose to create a separate parcel for the first 18-hole golf course.

47. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters.
48. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior issuance of any building permits.

49. A letter, which can be a will-serve letter, from the appropriate provider committing water service must be submitted to the District Health Department and Utility Division. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.
50. The final map shall contain the following note to the satisfaction of the development review staff:

NOTE

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by resolution of the Board of County Commissioners.

51. The developer shall provide access to the existing monitoring wells to the satisfaction of the Utility Division. In the event access is no longer available, the developer shall construct new wells to the satisfaction of the Utility Division.
52. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure.

WASTEWATER

53. Proper easements shall be shown for off-site sewage and drainage systems to the satisfaction of the Utility Division and the County Engineer.
54. The Nevada Division of Environmental Protection must submit a letter to the District Health Department certifying their approval of the final map.
55. All minor infrastructure for sewer collection shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division.
56. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.

57. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines, to the satisfaction of the Utility Division.
58. All hookup fees for the area within the final map will be paid to the satisfaction of the Utility Division.
59. The developer shall deposit with the Utility Division the sum of \$50.00 per lot prior to recordation of all or part of the final map. This fee shall represent the development's prorated share of the completed water and wastewater facilities plan for the south Truckee Meadows.
60. Prior to final map approval, a letter, which can be a will-serve letter, from the Utility Division committing sewer service, must be submitted to the District Health Department. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.
61. All minor infrastructure for potable water distribution shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.
62. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development.

#### GRADING

63. Prior to approval of the first final map, an erosion control/soil stabilization plan and grading plan shall be approved by the Washoe-Storey Conservation District. A copy of the approval shall be submitted to the District Health Department, Department of Development Review and Washoe County Engineer.

#### LANDSCAPING

64. Detailed landscaping and irrigation plans for the village commercial center, club house, golf courses, golf driving range and equestrian center shall be submitted prior to the issuance of a building permit for the particular use.

\* \* \* \* \*



Agenda Item No:  
Staff Recommendation:

11  
**CONDITIONAL  
APPROVAL**

**WASHOE COUNTY PLANNING COMMISSION  
STAFF REPORT**

**To:** Members of the Washoe County Planning Commission  
**Re:** Amendment to Development Agreement Case No. DA9-1-93 for Southwest Pointe  
**Date:** April 30, 1996 **Prepared By:** DSY

**GENERAL INFORMATION SUMMARY**

**Applicant/Property Owner:** Southwest Pointe Partners/Redfield Land Company

**Requested Action:** To amend the development agreement that facilitates the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The amendment allows the applicant to modify portions of the agreement pertaining to streets, access, drainage, parks and other portions. The total acreage of the project is  $\pm 3,171.6$  acres and it is located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 49-030-12)

**ISSUES**

**CONCEPTUAL PLAN:** The conceptual plan presented in 1994 has been modified sufficiently to warrant review and approval by the Planning Commission. The layout and relationship of the golf courses with the homes has been altered to reflect a redesign related to the known archaeological/cultural resources and the water features and delineated wetlands. More of the homesites are now in close proximity to the open spaces associated with the golf courses. The emphasis of the entire project has been changed from a project containing separate gated neighborhoods to a gated community with the gate at the project entrance. Additionally, a change in the product mix to provide more market flexibility and to reduce the number of larger lots has been requested.

CONDITIONS OF APPROVAL: The previously-approved conditions, which were often duplicative or not applicable, are being clarified, rearranged, consolidated, and in some instances amended or deleted. The development agreement conditions are those required to present and obtain approval for the final Development Agreement. The tentative map and special use permit condition lists provide the "boilerplate" conditions to be applied to subsequent requests. Project specific conditions may still be applied to all future tentative maps and special use permits.

**RECOMMENDATION/FINDINGS**

Based upon the staff analysis, comments received, and the site inspection, staff recommends approval of the request with the attached conditions and offers the following motion for your consideration:

The Washoe County Planning Commission conditionally approves the Amendment to Development Agreement Case No. DA9-1-93 for Southwest Pointe, having made the findings:

1. That requested amendments do not alter the following findings originally made to support this project.
2. That this request conforms to the goals and policies of the adopted Southwest Truckee Meadows Area Plan;
3. That the requested subdivision is consistent with the density provisions and lot size regulations of the Washoe County Development Code;
4. The requested development agreement is consistent with the provisions of Section 814 of the Washoe County Development Code;
5. The physical design of the project and the manner in which the design does make adequate provision for public services;
6. The site is particularly suitable for the density and type of residential development proposed;
7. The amount, purpose and location of common open space provided in the proposed project is adequate as related to the proposed density and type of residential development;
8. The proposed maintenance and conservation of common open space is adequate to serve the proposed project;
9. The terms and conditions of this development agreement are sufficient to protect the interests of the public, residents, and the owners of the land subject to the development agreement in the integrity of the plan;
10. The conditions of approval ensure consideration of the items cited in NRS 278.349; and
11. That the Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

ANALYSIS

The developer of the Southwest Pointe project in the Southwest Truckee Meadows planning area has requested amendments to the approved preliminary Development Agreement. The modifications cover three broad categories. The first is an actual change in the layout of the project in which the golf courses, proposed subdivisions, and streets have been altered slightly and the ratio of the product mix has been changed. The second is a change to the orientation of the entire project from having some public components to being a gated community in its entirety. The third change is a reorganization, clarification, and, where necessitated by the other changes, amendment of the conditions. The attached April 30 CFA letter from Brita Tryggvi explains the requested amendments and provides the rationale for them.

The changes to the layout of the project have resulted from a number of factors. As the project approached a more detailed design and the results of items such as the cultural resources survey, the wetlands, delineation, and precise location of faultlines were incorporated, adjustments were necessary. As a result of reorienting the golf courses into a more linear design, more homes have been allowed to benefit from the perceived open space and both the residents and the developer receive benefits. A marketing study suggested a change in the product mix to decrease the ratio of large lots. The lot size ratios in the attached letter have been accepted by the Southwest Truckee Meadows Citizens Advisory Board. Staff supports the increase in the number of smaller lots, without a change to the overall number of lots, 1090. is portion of the request. This change reduces the area of the property that must be disturbed and decreases the amount of impervious surface.

The project originally planned for a loop road that would have been public and would have provided access to the golf courses and to the individual gated subdivisions. The requested modification would allow a gate to be constructed at the entrance to Southwest Pointe. The issues related to the public access to the golf courses and the public trails and bikeways has been resolved.

The last change is the one that has been the most difficult but it is also the one that will allow subsequent actions, both administrative and discretionary, to be much less demanding. For the most part, the changes proposed in the attached letter have been accepted by the county staff, for the reasons cited. The condition numbers in the following discussion refer to the original condition lists and to those in the letter, not those attached to this report.

Condition 14 which requires a quarterly report to be submitted to the Department of Development Review has been moved to the Development Agreement since staff wants to receive a single consolidated report and not a potentially large number of dissimilar reports with little information and the attendant enforcement difficulties when they are not received.

Condition 22 has also been added to the Development Agreement requirements in an altered form that requires the process be specified, but not the actual conditions, covenants, and restrictions (CC&Rs). That process shall ensure that the maintenance and replacement of the streets, parking areas, lighting, landscaping, recreational facilities, utilities, and other private infrastructure shall be performed by the homeowners associations and shall be perpetually funded.

Condition 92 has been left with the Development Agreement requirements but the time for dedication of a site has been accepted. The condition as written could possibly have been

Washoe County Planning Commission  
re: Amendment to DA9-1-93 (Southwest Pointe)  
April 30, 1996 -- page 4

interpreted to place the requirement upon a single subdivision within the project.

Staff has also added a condition to the Development Agreement that requires specification of any time frames within the Nevada Revised Statutes or the Washoe County Code that have been extended. These must be a part of the Development Agreement to be recognized.

The comments and changes of the reviewing agencies have been incorporated into the attached conditions. Project specific conditions may still be applied to all future tentative maps and special use permits. The special use permit conditions are directly applicable to the proposed and previously-approved golf courses and will be applied in part to future requests that require a special use permit. The tentative map and special use permit condition lists provide the potential "boilerplate" conditions.

Staff is recommending approval of this request to amend the preliminary Development Agreement requirements, to the changes to the plan and orientation of the project, and to the reorganization of the conditions of approval. The recommendation of the Planning Commission will be forwarded to the Board of County Commissioners for final action. The final Development Agreement will not be presented to the Planning Commission. Upon review and approval by the District Attorney and the Department of Development Review, it will be forwarded directly to the County Commission.

CITIZENS ADVISORY BOARD COMMENTS: Staff has not received written correspondence from the Southwest Truckee Meadows Citizens Advisory Board but has spoken with a representative. They will have members in attendance at the meeting to express their views.

#### APPLICABLE REGULATIONS

Nevada Revised Statutes Chapter 278; Washoe County Code Chapter 110.

DSY(DA193A1S)

Attachments: Conditions for the Development Agreement, Conditions for Tentative Subdivision Maps, Conditions for Special Use Permits, CFA letter of 4/30/96, Maps

xc: Applicant and Representatives: Southwest Pointe Partners, PO Box 346, Genoa, NV 89411; Brita Tryggvi, CFA, Inc., 1150 Corporate Boulevard, Reno, NV 89502; Robert M. Sader, LTD., 462 Court Street, Reno, NV 89501-1796  
CAB: Southwest Truckee Meadows Citizens Advisory Board

**CONDITIONS  
for  
DEVELOPMENT AGREEMENT CASE NO. DA9-1-93  
for  
SOUTHWEST POINTE**

(As recommended by Department of Development Review and  
attached to Staff Report dated April 30, 1996)

**\*\*\* IMPORTANT -- PLEASE READ \*\*\***

UNLESS OTHERWISE STATED, PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT AGREEMENT, ALL CONDITIONS MUST BE MET. A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.

COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.

GENERAL CONDITIONS

1. Unless specifically stated in the final Development Agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final Development Agreement, the allowed uses, densities, and standards of the land subject to the Development Agreement shall be those in effect at the time the final agreement is approved.
2. The final Development Agreement shall specify any time frames that have been extended beyond those specified by Washoe County Code or Nevada Revised Statutes. The Department of Development Review shall be responsible for determining compliance with this condition.
3. A "statement of compliance" format or formats for both residential and non-residential projects shall be made a part of the final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
4. The developer and all successors shall direct any potential purchaser of the site, or portions thereof (other than individual single-family lots), to meet with the Department of Development Review to review the Development Agreement and the conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Development Review of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.

5. Prior to submittal to the Washoe County Board of County Commissioners, the final Development Agreement shall be reviewed and approved by the Office of the District Attorney of Washoe County.
6. The final Development Agreement will be submitted to the Washoe County Board of County Commissioners within three months of submission of a completed agreement with all accompanying exhibits, provided the Department of Development Review does not delay the submission in order to approve provisions of the agreement to its satisfaction. Extension of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.
7. The developer shall provide the Department of Development Review staff with a quarterly report indicating the number of building permits issued and other building activity, once residential construction has started.
8. The developer shall define a process to ensure that the maintenance and replacement of the streets, parking areas, lighting, landscaping, recreational facilities, utilities, and other private infrastructure shall be performed by the homeowners associations and shall be perpetually funded. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this condition.

#### STREETS AND TRAFFIC

9. A Level of Service C, or the current Washoe County standard, shall be used as a basis for evaluating transportation needs and traffic impact mitigation requirements.
10. The final Development Agreement shall not be approved until the right-of-way (ROW) of all necessary off-site accesses from the project to Thomas Creek Road are obtained. Preliminary golf course and roadway grading may commence before such approval has been obtained so long as such construction is done in accordance with Condition 21 for tentative maps. An approved and recorded ROW document shall be provided to the County Engineer and the District Attorney's Office.
11. Prior to final approval of the Development Agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Conditions 17 and 19 for tentative maps, from the project site to Wedge Parkway. The County Engineer shall be responsible for determining compliance with this condition.
12. A Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. However, as part of Phase I development, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

13. The developer shall provide a schematic pedestrian circulation plan. The Department of Development Review shall be responsible for determining compliance with this condition. The "statement of compliance" shall require that a detailed pedestrian circulation plan will be submitted as part of each tentative map and approved by the Department of Development Review.
14. Unless specifically stated in the conditions of approval or in the final Development Agreement, all public and private street design and construction is to be done in accordance with the Washoe County standards that are in effect at the time the final Development Agreement is recorded. The County Engineer shall be responsible for determining compliance with this condition.
15. Unless otherwise stated in these conditions of approval or in the final Development Agreement, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 be responsible for determining compliance with this condition.
16. All private roadways shall be depicted on the final maps and identified on the tentative map as either private access easements over individual adjacent lots or, if identified as separate parcels, as either common areas with equal fractional ownership by all of the lots within the development or common areas owned by the homeowners association. The County Engineer shall be responsible for determining compliance with this condition.

#### GRADING AND DRAINAGE

17. A general concept-level storm drain master plan shall be submitted to the County Engineer for approval prior to acceptance of the final Development Agreement. The general concept-level storm drain master plan shall address in general terms proposed methods for handling the existing and increased flows for the 10- and 100-year storms including detention and other proposed mitigation measures for both on-site and off-site areas. This master plan shall include a drawing which shows the existing drainage basins within the development and indicate how they may be impacted. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase or approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. The County Engineer shall be responsible for determining compliance with this condition.
18. Detention/retention facilities are to be maintained by a homeowners association and perpetually funded unless Washoe County agrees to accept maintenance and financial responsibilities. Regional facilities would be maintained by Washoe County. The County Engineer shall be responsible for determining compliance with this condition.
19. A maintenance plan of all drainage facilities to be owned by the homeowners association shall be provided prior to approval of the conditions, covenants, and restrictions (CC&Rs). All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant and associated Steamboat Ditch conveyance system. The County Engineer shall be responsible for determining compliance with this condition.

20. The off-stream detention/debris basin recommended in the 1990 Kennedy, Jenks, Chilton report shall be reserved based on the following timetable:
  - a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final Development Agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final Development Agreement. If construction is not started by that date, the property for the detention site shall be offered by the developer or his successors, for dedication to the Washoe County School District for a middle school or revert to open space.
  - c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school or revert to open space.
  - d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.
21. The increase in development-caused runoff from the 100-year storm, including drainages which run directly into the Steamboat Ditch, shall be detained/retained on-site because of the limited capacity of the flood control facilities in the area of South Virginia Street and the Steamboat Ditch Company. The County Engineer shall be responsible for determining compliance with this condition.
22. A geotechnical report shall be prepared, which considers the effects of earthquake forces and faulting in the area. The siting and design of detention/retention facilities shall be addressed based on the findings and recommendations provided in the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
23. The development shall comply with the requirements of the Hillside Ordinance of the Development Code, as applicable. The Department of Development Review shall be responsible for determining compliance with this condition.

#### WATER AND WASTEWATER

24. A schematic water system plan for the referenced proposal must be submitted to the Utility Division and the District Health Department. Prior to a final map approval, the plan must show that the water system will conform to the State of Nevada Water Supply Regulations, NAC Chapter 445, and the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, NAC 278.400 through 278.410.
25. Prior to the approval of the final Development Agreement, a complete water analysis from at least one monitoring well must be submitted to the District Health Department. The analysis must demonstrate the water conforms to the existing and proposed drinking water standards.



26. The developer shall utilize treated wastewater from the South Truckee Meadows Wastewater Treatment Plant. As part of the initial construction, the developer shall provide the necessary on-site easements needed to construct the infrastructure. When this resource becomes available to irrigate the golf course, the developer shall construct the necessary on-site infrastructure. The Utility Division shall be responsible for determining compliance with this condition.

FIRE PROTECTION

27. If requested by the applicable fire protection agency, a minimum one-acre site for a fire station shall be offered for dedication prior to recordation of the first final map. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements and the results of those discussions, as they relate to the entire project, shall be incorporated into the Development Agreement.

PARKS/RECREATION/OPEN SPACE

28. An open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowners association and provisions be made for perpetual funding for maintenance.
- Prior to approval of the final Development Agreement, a government entity (e.g. United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g. Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres. The Parks and Recreation Department and the Department of Development Review shall be responsible for determining compliance with this condition.
29. The final Development Agreement shall include a provision for the public open space that prohibits the sale of any open space without the consent of Washoe County. The Department of Development Review shall be responsible for determining compliance with this condition.
30. A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan will be included in the final Development Agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final Development Agreement. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

31. The developer will work with the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer. The Parks and Recreation Department and Department of Development Review shall be responsible for determining compliance with this condition.

LANDSCAPING/ARCHITECTURAL DESIGN

32. Prior to approval of the final Development Agreement, the developer shall submit a Development Standards Handbook for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition 19.c. for tentative maps. The Department of Development Review shall be responsible for determining compliance with this condition.

<p><b>CONDITIONS</b> for <b>TENTATIVE SUBDIVISION MAP CASE NO. _____</b> for _____ <b>SUBDIVISION</b></p>
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(As recommended by Department of Development Review and  
attached to Staff Report dated \_\_\_\_\_ )

**\*\*\* IMPORTANT -- PLEASE READ \*\*\***

UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES TO ENSURE COMPLETION OF THE CONDITIONS MUST BE PROVIDED. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES.

A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR DEPARTMENT OF DEVELOPMENT REVIEW.

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS BEFORE THE ANTICIPATED DATE OF APPROVAL BY THE PLANNING COMMISSION TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES. NO FINAL MAP WILL BE SCHEDULED FOR A PLANNING COMMISSION MEETING DATE THAT IS LESS THAN SIXTY (60) DAYS FROM THE DATE OF THIS MANDATORY MEETING.

A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP MUST BE SUBMITTED TO THE DEPARTMENT OF DEVELOPMENT REVIEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP. SAID EXPIRATION IS TWO YEARS FROM THE DATE OF APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP BY THE BOARD OF COUNTY COMMISSIONERS OR, WHEN APPLICABLE, BY THE PLANNING COMMISSION.

COMPLIANCE WITH THE DEVELOPMENT AGREEMENT, APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS, AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.

GENERAL CONDITIONS

1. The subdivider shall present to the planning commission 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 two (2) years after the date of approval of the tentative map.  
  
Prior to the expiration of a tentative map, the planning commission or, upon appeal, the governing body may grant a two (2) year extension for the presentation of the entire final map or next successive final map. The effective date of the extension shall be two (2) years from the date upon which the map would have expired.  
  
If the subdivider fails to record a final map for any portion of the tentative map or obtain an extension within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.
2. Unless specifically stated in the final Development Agreement, final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map or any subsequent extension date. The Department of Development Review shall be responsible for determining compliance with this condition.
3. 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. Substantial compliance shall be determined by the applicable agency and the Department of Development Review.
4. As part of every tentative map and final application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The "statement of compliance" for the final map shall incorporate a description of how the conditions of approval have been met. The Department of Development Review shall be responsible for determining compliance with this condition.
5. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's Office, County Engineer, and the Department of Development Review prior to final map approval or prior to issuance of a certificate of occupancy for a non-residential use. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. If the CC&Rs are not recorded on the entire property, subsequent phases will be annexed to the previously recorded CC&Rs. Said CC&Rs shall specifically address the ability of the county to enforce certain provisions against the property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum:
  - a. Private roads within the subdivision.
  - b. Equestrian center.
  - c. Staffing of maintenance and security forces.
  - d. Common area landscaping.
  - e. Entrance gates.
  - f. Snow removal and storage areas.
  - g. Common area landscaping including along streets or landscaping along Whites Creek Lane.

- h. Fire and fuelbreaks.
- i. Detention basins and the accumulated sediment.
- j. Equestrian/pedestrian trails.
- k. Bicycle and pedestrian paths.
- m. Golf cart crossings.
- n. Off-site residential parking areas.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Architectural/Community Design Guidelines.
  - b. All homes must have a garage with space for a minimum of two cars.
  - c. Specifications on the limitation of turf area for single-family homes.
  - d. Retention of public access to the golf course, bike paths, (i.e., 8-foot meandering paths along minor arterials and some collectors; refer to street sections), public trails, and non-residential uses.
  - e. Notice of requirement to pay future sewer user fees.
  - f. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
  - g. Potential for conservation easements or dedication of open space.
  - h. Prohibition of motorized vehicles in open space.
  - i. Areas with potential for equestrian traffic.
  - j. Access to open space for pedestrian and bicycle traffic.
  - k. Notice of pedestrian easements to abutting properties.
  - l. Minimum defensible space requirements.
  - m. Snow storage areas.
6. Prior to ground-disturbing activity or prior to finalization of any portion of the tentative map, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.
7. 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.*
8. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.

9. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
10. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization, mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
11. All soil boring logs must be included as part of the construction drawings. The County Engineer shall be responsible for determining compliance with this condition.
12. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.
13. The developer is to provide written approval from the US Postal Service for the plans for the installation of mail delivery facilities. The system, other than individual mail boxes, must be shown on the project construction plans and installed as part of the on-site improvements. The County Engineer shall be responsible for determining compliance with this condition.
14. The final map shall designate faults, by distance and bearings, that have been active during the Holocene epoch of geological time and 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. The faults have been located by Civil Engineer Registered in Nevada and experienced in Geotechnical Engineering and field surveyed by a Nevada Registered Land Surveyor.

The Department of Development Review shall be responsible for determining compliance with this condition.

15. The Washoe County Planning Commission certificate on the final map shall be approved by the County Engineer and the Department of Development Review.

**STREETS AND TRAFFIC**

16. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.

17. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
18. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards to the satisfaction of the applicable fire protection agency.
19. The County Engineer shall be responsible for determining compliance with this condition. Prior to the issuance of the 35th building permit, the following roadway improvements shall be constructed:
  - a. The remaining two lanes of Whites Creek Lane from Thomas Creek Road to the project site if warranted by projected traffic demands.
  - b. Two (2) lanes of Whites Creek Lane from Thomas Creek Road to Wedge Parkway with 100 feet of right-of-way. These two lanes will be constructed so that an additional two lanes may be added in the future if warranted by projected traffic volumes.
  - c. Whites Creek Lane will be designed in a manner that minimizes any impacts on the adjacent homes to the north in Fieldcreek Ranch (e.g., fencing, berms, lowering the travel lanes).
20. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.
21. Prior to approval of any final map or prior to the issuance of the first building permit for the first final map, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submits a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:
  - a. site distance requirements;
  - b. left turn storage capacity and design;
  - c. intersection location and alignment;
  - d. proximity to existing intersections and recommended separate distances;
  - e. existing center median and landscaping concerns;
  - f. determination of adequacy of existing Thomas Creek Road roadway geometric section; and
  - g. determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

22. Prior to or upon approval of the CC&Rs, the developer shall have a street maintenance program approved by the County Engineer and the Department of Development Review. Maintenance of private streets shall be performed by the homeowners association and shall be perpetually funded.
23. The following roadway sections shall be applicable to the public and private on-site streets shown on the tentative map. A traffic report shall be submitted with each tentative map and shall identify the ultimate average daily traffic on each street and shall make recommendations for geometric design (e.g., left turn storage capacity, site distance, minimum required turning radius, etc.). The County Engineer shall be responsible for determining compliance with this condition.
  - a. Private Common Driveways - Serving 4 or less lots, pavement width 20 feet; serving 5 or more lots, pavement width 22 feet; no parking either side. Curb returns shall have a minimum face of curb radius of 20 feet on local streets and 25 feet on collector streets. Private common driveway locations will be shown on all tentative maps. Private common driveways will line up with proposed street intersections where possible and will comply with street intersection offset requirements. Single lot driveway access will not be allowed onto streets on which the average daily traffic exceeds 2000 trips. (Refer to street sections.)
  - b. Rural Private - 60 foot minimum ROW (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
  - c. Local Private - 60 foot minimum ROW (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4-foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to street sections.)
  - d. Collector Private - 60 foot minimum ROW (500 ADT to 2000 ADT): minimum 24-foot pavement width; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. a minimum 4-foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. (Refer to Street Sections.)



- e. Collector Private - 60 foot minimum ROW (2000 ADT to 8000 ADT): minimum 24-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking on either side. A minimum 8-foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan. The County Engineer shall be responsible for determining compliance with the provisions of this condition. No residential driveway access will be allowed. Access for private common driveways will be allowed. (Refer to street sections.)
  - f. Collector Private - 120 foot minimum ROW collector street (up to 9600 ADT): A minimum 27-foot center median from curb face to curb face, 19-foot pavement width on either side of the median; curb and gutter on both sides or County Engineer-approved concrete header with roadside ditch both sides (developer's discretion); no parking either side except during special events; a minimum 8-foot meandering asphalt path both sides; no residential driveway access allowed. (Refer to street sections.)
  - g. Minor Arterial, Private - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27-foot center median from curb face to curb face, 24-foot pavement width on either side of the median; County Engineer-approved concrete header with roadside ditch; no parking either side; a minimum 8-foot meandering asphalt path both sides. A gate may be installed at the point where Whites Creek Lane becomes a private road. (Refer to street sections.)
  - h. Minor Arterial, Public - 120-foot minimum ROW (more than 10,800 ADT): A minimum 27-foot center median from curb face to curb face, 29.5-foot roadway section on either side of the median; curb and gutter on both sides; a minimum 6-foot concrete sidewalk on both sides; no residential driveway access is allowed. (Refer to street sections.) A gate may be installed at the point where Whites Creek Lane becomes a private road. A public turn-around is required on the public side of the gate.
24. All roadway grades shall be limited to the maximum allowable grades for each street classification as provided in the Washoe County Standards. The County Engineer shall be responsible for determining compliance with this condition.
25. Construction near fault lines shall be as follows:
- a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
  - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.
- The County Engineer shall be responsible for determining compliance with this condition.
26. All cul-de-sacs shall be a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to edge of pavement. The County Engineer shall be responsible for determining compliance with this condition.

27. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer and the Department of Development Review shall be responsible for determining compliance with this part of the condition. Maintenance of median landscaping shall be by the homeowners association as provided for in a separate maintenance agreement to be approved by the County Engineer and the District Attorney's Office prior to approval of the CC&Rs.
28. Temporary county standard turnarounds shall be constructed on all phased roadways which extend more than one lot depth beyond a maintained public or private street. The County Engineer shall be responsible for determining compliance with this condition.
29. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 1,500 feet. These roads shall have a 30-foot access easement with a minimum 20-foot width and 2.5 inches of asphalt concrete pavement on an engineered gravel base. The roads shall be controlled by emergency access gates and shall be posted with signs stating "For Emergency Vehicles Only". The County Engineer and the applicable fire protection agency shall be responsible for determining compliance with this condition.
30. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately-maintained streets. The County Engineer shall be responsible for determining compliance with this condition.
31. Meandering asphalt paths will be acceptable provided that:
  - a. Pedestrian easements are included for portions of the paths located outside the county right-of-way.
  - b. Landscaping between the back of the curb and the path shall be designed in accordance with AASHTO site distance and safety guidelines. The County Engineer shall be responsible for determining compliance with the provisions of this condition.
  - c. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the homeowners association as provided for in a separate maintenance agreement and to be approved by the County Engineer and the District Attorney's office prior to approval of the final Development Agreement.
32. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
33. Street lights shall be installed at major intersections. The County Engineer shall be responsible for determining compliance with this condition.
34. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.

35. Off-site parking areas shall be provided within 500 feet of homes that have lots ranging in size between 12,000 square feet and one-half acre. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map(s). The Department of Development Review shall be responsible for determining compliance with this condition.
36. Project streets that are designed with security gates at points intersecting with public streets shall have adequate on-site stacking space. The specific type and size of the stacking areas must be approved by the County Engineer and constructed as approved.
37. Regulatory signs must be installed at the juncture of all public streets with a private street and at intersections along the primary loop road. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards. The County Engineer shall be responsible for determining compliance with this condition.
38. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The tentative map shall indicate street names for identification purposes.

#### DRAINAGE AND GRADING

39. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of a tentative map for any phase, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.  
  
The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.
40. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and approved by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

41. A maintenance plan of all drainage facilities, to be owned by the homeowners association, shall be provided prior to approval of the CC&Rs. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant, and associated Steamboat Ditch conveyance system. All runoff from improved areas which runs into the Steamboat Ditch shall be pre-treated for silt and petrochemicals and shall be routed through a "wet" detention facility or approved alternative. The Utility Division and the Department of Development Review shall be responsible for determining compliance with this condition.
42. The 100-year floodplain boundaries and flood elevations shall appear on each final map. If the floodplain boundary has been changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map. Grading or building permits shall not be issued for areas currently shown as "A" zones on the FEMA floodplain maps until a Letter of Map Amendment or Revision is submitted or until conformance with Washoe County flood construction standards is determined by the County Engineer. The County Engineer shall be responsible for determining compliance with this condition.
43. Prior to approval of the final map, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection. If required, point discharge permit for each proposed detention pond will be obtained from the Nevada Division of Environmental Protection and copy shall be submitted to the County Engineer.
44. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.
45. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the US Army Corps of Engineers and the approval letter provided to the Department of Development Review.
46. Prior to issuance of a grading permit for the golf course or approval of a final map, the developer shall obtain from the Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
47. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
48. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.

49. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.

The developer shall contact the Division of Water Resources, State of Nevada, to determine whether the proposed flood detention facilities will require permits. If required, copies shall be submitted to the County Engineer.

50. Prior to the approval of a grading permit or approval of a final map, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.
51. Prior to approval of the first final map, an erosion control and soil stabilization plan and a grading plan shall be approved by the Washoe-Storey Conservation District. A copy of the approval shall be submitted to the District Health Department, Department of Development Review, and County Engineer.
52. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided from any structures. The Department of Development Review shall be responsible for determining compliance with this condition.
53. Individual lot drainage shall not be allowed to drain onto neighboring properties without proper reciprocal drainage easements and the individual lot drainage swales shall be designed to handle the 100-year flows and lined. The County Engineer shall be responsible for determining compliance with this condition.

#### WATER AND WASTEWATER

54. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
55. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
56. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.

57. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
58. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
59. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
60. The Nevada Division of Environmental Protection must submit a letter to the District Health Department certifying their approval of the final map.
61. The developer shall deposit with the Utility Division the sum of \$50.00 per lot prior to recordation of all or part of the final map. This fee shall represent the prorated share of the completed water and wastewater facilities plan for the South Truckee Meadows for this development.
62. In accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
64. All minor infrastructure for potable water distribution shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division. The developer shall coordinate with the Utility Division to ensure the major infrastructure design can be accomplished prior to the approval of the final map.
65. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
66. Prior to final map approval, a letter of approval from the Division of Water Resources for the water rights serving this proposal must be submitted. A water "will-serve" letter for a final map will not be issued until the production wells have been determined to have adequate water resource. The Utility Division shall be responsible for determining compliance with this condition.

67. Before approval of the final map will be considered, a letter from the water purveyor committing adequate water service to this proposal must be submitted to the District Health Department. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.
68. Prior to the approval of a final map by the District Health Department, the production wells that will serve any phase of this development must be constructed, pump tested and sampled to ensure the proposed water system has sufficient quality and quantity.
69. Water quality results from a state-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
70. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.
71. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
72. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
73. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
74. The tentative maps shall show the maintenance roads for the existing and proposed water tanks. The location of these roads shall be mutually agreeable to the Department of Public Works and the developer.
75. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters. The Department of Development Review shall be responsible for determining compliance with this condition.
76. Pursuant to Section 278.340 of the State of Nevada Regulations Governing Review of Plans for Subdivisions, Condominiums, and Planned Unit Developments, no grading permit shall be issued prior to District Health Department approval of the referenced final map. This condition does not apply to the construction of production wells required in Condition 68.

The developer may seek relief from the District Board of Health for this requirement or may choose to create a separate parcel for the first 18-hole golf course.

77. The Department of Development Review shall be responsible for determining compliance with this condition. The final map shall contain the following note:

**NOTE**

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by Washoe County.

78. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
79. All minor infrastructure for sewer collection shall be designed, constructed, inspected, and approved by the District Health Department and the Utility Division.
80. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.
81. All sewer hookup fees for the area within the final map will be paid to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
82. The final subdivision map shall show a dedicated, all-weather easement, with access, over the developments sanitary sewer lines. The Utility Division shall be responsible for determining compliance with this condition.
83. Proper easements shall be shown for off-site sewage and drainage systems. The Utility Division and the County Engineer shall be responsible for determining compliance with this condition.
84. Prior to final map approval, a letter, which can be a will-serve letter, from the Utility Division committing sewer service, must be submitted to the District Health Department. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.



FIRE PROTECTION

85. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the approval of a final map.
86. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.

OTHER

87. A minimum 25-foot landscape buffer shall be installed between the homes and the collector and secondary loop streets. The homeowners association shall be required to perpetually maintain these areas. The Department of Development Review shall be responsible for determining compliance with this condition.
88. Prior to acceptance of the first final map, the telephone easement Doc. No. 415899, which runs through the middle of many lots, shall be realigned with appropriate abandonment and relocation easements, or the proposed lots realigned. The County Engineer shall be responsible for determining compliance with this condition.

**CONDITIONS  
FOR  
SPECIAL USE PERMIT CASE NO. \_\_\_\_\_**

(As recommended by Department of Development Review and  
attached to Staff Report dated \_\_\_\_\_ )

UNLESS OTHERWISE SPECIFIED, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES MUST BE PROVIDED TO SATISFY THE CONDITIONS PRIOR TO SUBMITTAL FOR A BUILDING PERMIT. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE DEVELOPER SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES. ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL HAVE A COPY FILED WITH THE COUNTY ENGINEER AND THE DEPARTMENT OF DEVELOPMENT REVIEW.

COMPLIANCE WITH THE CONDITIONS OF THIS SPECIAL USE PERMIT IS THE RESPONSIBILITY OF THE DEVELOPER, HIS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST. FAILURE TO COMPLY WITH ANY CONDITIONS IMPOSED IN THE ISSUANCE OF THE SPECIAL USE PERMIT MAY RESULT IN THE INSTITUTION OF REVOCATION PROCEDURES.

WASHOE COUNTY RESERVES THE RIGHT TO REVIEW AND REVISE THE CONDITIONS OF THIS APPROVAL SHOULD THEY DETERMINE THAT A SUBSEQUENT LICENSE OR PERMIT ISSUED BY WASHOE COUNTY VIOLATES THE INTENT OF THIS APPROVAL.

GENERAL CONDITIONS

1. As part of every special use permit application, the developer shall include a completed "statement of compliance" that demonstrates how the development will be or is consistent with the recorded final Development Agreement. The Department of Development Review shall be responsible for determining compliance with this condition.
2. Prior to ground-disturbing activity, the developer shall submit an archaeological/historical survey to the Department of Development Review. The Department of Development Review shall submit the survey to the State Historic Preservation Office of the Department of Museums, Library and Arts for review. Following that review, the State Historic Preservation Office shall submit a letter to the Department of Development Review that indicates the survey was acceptable.

3. 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.

4. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada.
5. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall be responsible for determining compliance with this condition.
6. All new utilities shall be placed underground. The County Engineer shall be responsible for determining compliance with this condition.
7. An animal waste management plan shall be prepared prior to the issuance of any building permit for a facility that might require such a plan. The plan must document how the migration of bacteria, nutrients, and other animal waste by-products to surface and ground waters will be prevented. The Department of Development Review shall be responsible for determining compliance with this condition.

STREETS AND TRAFFIC

8. All street construction shall comply, at a minimum, with the requirements for a subdivision within this project. The County Engineer shall be responsible for determining compliance with this condition.
9. The developer shall submit a detailed geotechnical analysis and report for pavement design recommendations to the County Engineer for review and approval. The report shall be based on the estimated traffic loadings for a 20-year design life and shall include assumptions concerning the distribution of trucks, to include project construction truck traffic. The resultant pavement thickness in the geotechnical analysis must be used if the report indicates a structural section that is stronger than minimum is required. The County Engineer shall be responsible for determining compliance with this condition.
10. The minimum pavement structural section shall be 5 inches of asphalt over 8 inches of aggregate base for minor arterials, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets. The County Engineer shall be responsible for determining compliance with this condition.

11. Prior to the issuance of the first building permit, two lanes of Whites Creek Lane shall be constructed, to two-lane minor arterial standards as a minimum, from Thomas Creek Road to the project site. The County Engineer shall be responsible for determining compliance with this condition.
12. Prior to the issuance of the first building permit, a second access shall be constructed to the project site to emergency standards. The applicable fire protection agency shall be responsible for determining compliance with this condition.
13. Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submits a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:
  - a. site distance requirements;
  - b. left turn storage capacity and design;
  - c. intersection location and alignment;
  - d. proximity to existing intersections and recommended separate distances;
  - e. existing center median and landscaping concerns;
  - f. determination of adequacy of existing Thomas Creek Road roadway geometric section; and
  - g. determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.

14. Construction near fault lines shall be as follows:
  - a. Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.
  - b. Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.

The County Engineer shall be responsible for determining compliance with this condition.

15. Asphalt paths or gravel shoulders, located adjacent to private streets shall be privately maintained and funded. The County Engineer shall be responsible for determining compliance with this condition.
16. No at-grade crossing golf cart crossings shall be allowed across any street with 500 ADT or greater. Where possible, crossings should be below the grade of public streets. The County Engineer shall be responsible for determining compliance with this condition.

#### GRADING AND DRAINAGE

17. After approval of the general concept-level storm drain master plan and the final Development Agreement, and prior to approval of any special use permit, a preliminary hydrology report shall be submitted to the County Engineer for approval. This preliminary hydrology report shall be prepared in accordance with county requirements for tentative maps, in conformance with the general concept-level storm drain master plan, and be applicable to the specific tentative map or special use permit being approved.

The report shall include, as a minimum, the locations, points of entry and discharge, flow rates and flood limits of all 10- and 100-year storm flows impacting both on-site and off-site areas and the methods for handling these flows as well as the proposed methods for handling storm water increases due to development. Proposed mitigation measures shall be included for any impacts on existing on-site and off-site properties and facilities. The County Engineer shall be responsible for determining compliance with this condition.

18. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted to the County Engineer for approval. The report shall be in substantial compliance with the general concept-level storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed, constructed, and by the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the developer shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed-upon locations. The easement shall be submitted with the plans for the final golf course improvements. The County Engineer shall be responsible for determining compliance with this condition.

19. Prior to the approval of a grading permit, a detailed dust control plan shall be prepared and submitted to Air Quality Management of the District Health Department and to the Department of Development Review. The dust control plan shall address, as a minimum, "phased grading" and stabilization methods that include the revegetation, application of palliatives or other District approved methods prior to any grading of new phases, as well as effective street cleaning for any mud or soil tracking to existing paved surfaces, and dust controls on any screening methods or storage piles located on the site.

20. For all projects larger than 5 acres, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection and submit a copy to the County Engineer prior to ground-disturbing activity.
21. The developer shall provide pretreatment for petrochemicals, nutrients and other chemicals used for landscaping, and silt for all storm drainage from the site. Systematic cleaning of the streets, parking lots, and catch basins, and control of salt and sanding activities shall to be delineated in the maintenance plan. The County Engineer shall be responsible for determining compliance with this condition.
22. The stormwater discharges from this development that flow to Dry Creek shall be controlled to pre-development flow conditions and will be controlled to prevent water quality degradation of Steamboat Ditch. The developer shall provide drainage structures under Steamboat Ditch that would pass the 10-year frequency storm or demonstrate that there will not be any water quality degradation in Steamboat Ditch. The County Engineer shall be responsible for determining compliance with this condition.
23. All street crossings of Thomas and Dry Creeks shall be designed to pass the 100 year flood flows without obstruction or overtopping of the roadway. Erosion protection shall be provided based upon the recommendation of the geotechnical report. The County Engineer shall be responsible for determining compliance with this condition.
24. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The District Health Department and the County Engineer shall be responsible for determining compliance with this condition.
25. Prior to issuance of a grading permit for the golf course and/or final map, a final wetlands determination must be made and approved by the Army Corps of Engineers and the approval letter provided to the Department of Development Review.
26. Prior to issuance of a grading permit for the golf course or approval of the final map, the developer shall obtain from the United States Army Corps of Engineers a 404 permit for wetland and dredge and fill for all roadway crossing of Thomas and Dry Creeks, or a letter from the COE indicating that a 404 permit is not required and a copy submitted to the County Engineer.
27. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.
28. Prior to the issuance of a grading permit for the golf course, a golf course management plan shall be prepared that documents how the migration of fertilizers, pesticides, herbicides, and fungicides to surface and ground waters will be prevented. A surface and ground water sampling program shall be implemented to demonstrate that migration is not occurring and commits to modifying practices in the event that any of the above materials are detected. The Department of Development Review shall be responsible for determining compliance with this condition.

WATER AND WASTEWATER

29. The sanitary sewer collection system and water system facilities, with the exception of the golf course and common area irrigation systems, must be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
30. The developer shall construct or provide the financial assurances for the construction of the water and sewer system facilities. The financial assurances must be in a form and amount that is satisfactory to the Utility Division.
31. Fees for plan checking and inspection shall be paid in accordance with Washoe County ordinance. The Utility Division shall be responsible for determining compliance with this condition.
32. Easements for all water and sewer utilities shall be offered for dedication to Washoe County. The Utility Division shall be responsible for determining compliance with this condition.
33. No "certificate of occupancy" shall be issued until the water and sewer facilities have been completed and accepted for operation and maintenance. The Utility Division shall be responsible for determining compliance with this condition.
34. If required and in accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, water rights shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.
35. Responsibility for design of wells, pump structure, controls, telemetry, and appurtenances, storage tanks, and transmission lines to the edge of the subdivision, all necessary to provide water service to the project, will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
36. Water quality results from a State of Nevada-certified laboratory for new water sources shall be submitted to the Utility Division. The water quality sampling and testing shall be in compliance with the current State of Nevada Regulations for Public Water Systems, NAC 445.
37. If the water quality of the wells does not meet the secondary or the primary standards, as defined by NAC 445, water treatment facilities must be on-line and functioning prior to issuance of any building permits. The Utility Division shall be responsible for determining compliance with this condition.

38. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval.
39. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with State Regulations governing Water Wells and Related Drilling. The Utility Division shall be responsible for determining compliance with this condition.
40. The developer shall provide access to the existing monitoring wells. In the event access is no longer available, the developer shall construct new wells. The Utility Division shall be responsible for determining compliance with this condition.
41. Responsibility for design of any pump stations and interceptors to provide sewer service to the project will rest with the Utility Division. The Utility Division may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the Utility Division and the developer shall jointly select that engineer. Funding of design and infrastructure in excess of the minimum requirements or that to serve the development as determined by generally accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hookups to the developer at the time of recordation of the final map.
42. The sewer "privilege connection fee" must be paid for each lot when required by the Washoe County Utility Division since it is not anticipated that there will be any additional major infrastructure needed to serve this development. The Utility Division shall be responsible for determining compliance with this condition.

#### FIRE PROTECTION

43. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the applicable fire protection agency. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed prior to the introduction of any combustible materials to the site. The fire protection agency shall be responsible for determining compliance with this condition.
44. The developer shall minimize grading to the maximum extent possible in the area around the critical mule deer habitat in order to preserve the existing browse shrubs. The Department of Development Review, in conjunction with the applicable fire protection agency, shall be responsible for determining compliance with this condition.



LANDSCAPING

45. Detailed landscaping and irrigation plans for the village commercial center, club house, golf course, golf driving range, equestrian center, or other non-residential uses requiring special use permit review shall be submitted prior to the issuance of a building permit for the particular use.
46. A buffer shall be provided between the fairways/greens and all creeks. The setback of the buffer shall comply with 100.200(e) of the Uniform Building Code Section 7011 amended. The Department of Development Review shall be responsible for determining compliance with this condition.



Project No. 88-003.20  
March 29, 1996  
Revised April 30, 1996

Mr. Don Young, Planner  
Department of Development Review  
P. O. Box 11130  
Reno, NV 89520

**Subject: Southwest Pointe**

Dear Don:

This letter incorporates all previous correspondence pertaining to clarifications and modifications to the Conditions of Approval for Southwest Pointe. Those changes are summarized below. Deletions are ~~struck thru~~ and additions are in *italic*. One of the more significant modifications has to do with Condition #26, which pertains to street standards for public and private roads. We are requesting that the primary loop road, which will have either an 80-foot or a 60-foot right-of-way, be private rather than public and that we have the option of installing a gate at the point where Whites Creek Lane becomes a private road.

One change that does not deal with a condition, but rather with the concept plan, is the number of 12,000 square foot, 1/2 acre, and 1 acre lots. We are proposing to modify the percentage of lots in each category as outlined below.

<u>Lot Size</u>	<u>As Approved</u>	<u>Proposed</u>
12,000 sq. ft.	40%	40%
1/2 acre & larger	15%	35%
1 acre & larger	45%	25%

Samuel Chacón, P.E.  
President  
Bryan Sprague, P.E.  
Vice President  
Brita Tryggvi, A.I.C.P.  
Principal  
Greg Doerr, A.I.C.P.  
Principal

The biggest change occurs in the number of 1/2-acre lots which has been increased and the number of 1-acre lots which has been decreased. The rationale for this change is based on a marketing study performed by Whitney Research Group in February 1996. This study identified a greater demand for 1/2 acre lots. Their

reasoning is based on demographic aging trends which suggest that as consumers grow older (i.e., aging baby boomers), they do not want the upkeep of a large custom homesite. The older consumer desires freedom to travel and not be tied down to a large custom home and lot requiring extensive maintenance upkeep. Further, we are requesting a range, rather than a specific percentage, to permit some flexibility in site planning and to minimize the need for future revisions.

**Conditions for Development Agreement Case No. DA9-1-93**

1. *Unless specifically stated in the final development agreement, all uses, densities and standards shall be consistent with the Washoe County Development Code and with the goals and policies in the Comprehensive Plan and the Southwest Truckee Meadows Area Plan. Unless specifically stated in the final development agreement, the allowed uses, densities, and standards of the land subject to the development agreement shall be those in effect at the time the final agreement is approved.*

**Reason for Modification:** Different standards may be proposed in the final development agreement; therefore, the wording of this condition needs to reflect this possibility.

2. As part of every tentative map and special use permit application, the developer shall include a "statement of compliance" that demonstrates how the development application is consistent with the recorded final development agreement. ~~The A "statement of compliance" format shall be made a part of the final development agreement. For the Phase I applications, including the tentative map, special use permit and administrative waiver, a "draft statement of compliance" shall be provided to staff prior to the public hearing. When the final development agreement is approved, a revised statement of compliance for the Phase I tentative map and special use permit applications shall be submitted to Department of Development Review staff.~~

**Reason for Modification:** The second sentence should become a separate condition because it refers to the development agreement. The first sentence should also be a separate condition because it deals with the tentative maps and special use permits. The proposed deletions simply reflect the fact that

there is no reason to prepare a draft statement of compliance because the Phase I applications will not be submitted before the final development agreement is approved.

- ~~3. The recorded final development agreement shall be effective for a period not more than 15 years. An extension of this approval may be granted if mutually agreed to by the developer and Washoe County.~~

**Reason for Modification:** Article 814, Section 110.814.75 requires a development schedule as part of the final development agreement. Therefore, this condition is unnecessary because it simply repeats the requirements of the Washoe County Development Code.

4. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's Office, *County Engineer*, and the Department of Development Review *prior to final map approval or prior to issuance of a certificate of occupancy for a non-residential use*. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. *If the CC&Rs are not recorded on the entire property, subsequent phases will be annexed to the previously recorded CC&Rs.* Said CC&Rs shall specifically address the ~~potential for liens~~ *county's ability to enforce certain provisions* against the property and the individual property owner's responsibilities for the perpetual funding, maintenance and replacement, of the following items, at a minimum.

- g. *Common area landscaping including along streets or landscaping along Whites Creek Lane*
- h. *Fire and fuelbreaks on open space*
- ~~l. Private streets and utilities~~
- ~~e. Public park center~~

. . . At a minimum, the CC&Rs shall also specifically address the following items:

- ~~j. Requirement of Access to open space remaining open to for pedestrian and bicycle traffic.~~
- l. *Retention of public access to the golf course, bike paths, (i.e., 8-foot meandering paths along minor arterials and some collectors; refer to street sections), public trails, and non-residential uses.*

**Reason for Modifications:** The first change more accurately reflects the county's interest in enforcement. The second changes clarifies that this condition does not pertain to landscaping on private property along streets but is strictly limited to landscaping in common areas. Fire and fuelbreaks may be located on property other than open space, therefore, the reference to open space should be deleted. Private streets are listed in an earlier item. (i.e., Item A). The developer will not be maintaining the public park and, therefore, this reference should be deleted. Lastly, some open space, such as wetlands, may not be open to pedestrian and bicycle traffic, therefore, this wording should be clarified.

11. ~~Within six months of the approval of the preliminary development agreement, a draft final development agreement that conforms with the provisions of Section 814 of the Washoe County Development Code shall be completed and submitted to the Washoe County Department of Development Review. Washoe County Department of Development Review will provide comments on the draft final agreement. The final development agreement will then be submitted to the Washoe County Board of County Commissioners within three months of submission of a completed agreement with all accompanying exhibits, provided the Department of Development Review does not delay the submission in order to approve provisions of the agreement to its satisfaction. Extension of any of these time frames may be requested if mutually agreeable to Washoe County and the developer.~~

**Reason for Modification:** A draft of the final development agreement has already been submitted, therefore, the proposed deletions simply reflect the current status. The proposed addition provides for delay in the submission.

12. ~~The project shall be developed in three phases. Phase I includes a tentative map for 436 lots, an 18-hole golf course, the village center, and driving range. Phase II will include an additional nine holes, the equestrian center and a tentative map for approximately 220 dwelling units. Phase III includes the remaining 434 lots and the last nine holes of golf. Modifications to the proposed phasing plan may be made if mutually agreeable to the developer and Washoe County. These modifications may include the commercial portion of the project and the second 18-hole golf course, which may be constructed during Phase II or Phase III.~~

**Reason for Modification:** Section 110.814.75 states that the final development agreement must include a development schedule that indicates the phases in which the land subject to the development agreement will be built and the approximate dates for the completion of each phase.

13. The subdivider shall present to the governing body or planning commission 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 two (2) years after the date of approval of the tentative map.

The governing body or planning commission may grant an extension of not more than two (2) years for the presentation of any final map after the two (2) year period for presenting the entire final map or next successive final map has expired.

If the subdivider fails to record a final map for any portion of the tentative map or obtain an extension within two years after the date of approval of the tentative map, all proceedings concerning the subdivision are terminated.

**Reason for Modification:** For clarification, the order of the second and third paragraphs was reversed and the phrase regarding an extension was added.

14. The developer shall provide the Department of Development Review staff with a ~~monthly~~ quarterly report indicating the number of building permits issued and other building activity, once residential construction has started.

**Reason for Modification:** Monthly is too frequent, and quarterly should be often enough. The scope of the report was broadened to include all building activity (e.g., golf course, infrastructure) rather than simply an inventory of building permits.

20. Prior to final approval of the development agreement, the developer for Southwest Pointe shall petition the Washoe County Board of County Commissioners to create a Special Assessment District for the purpose of financing the construction of Whites Creek Lane from the project site to

Wedge Parkway and other roads as defined in the SAD agreement. In the event that a special assessment district is not created, the developer shall construct Whites Creek Lane, as outlined in Condition No. 16 and 18, from the project site to Wedge Parkway, to the satisfaction of the County Engineer.

~~Unless substituted by Washoe County Board of County Commissioner action, each final map shall contain the following not to the satisfaction of the Development Review staff.~~

#### NOTE

~~An off-site road construction fee is applicable to all parcels created by this map. Any applicant for a permit to construct or otherwise use this land shall either (1) enter into an agreement with Washoe County requiring financial assurances and approval by the District Attorney's Office, to pay the future off-site road impact fee upon its adoption or (2) pay any interim fee imposed by Washoe County, be released from the responsibility of the future impact fee, and be eligible for a refund should the future impact fee charge be less than the interim fee. All options to pay existing interim fees expire upon the subsequent adoption of a replacement interim fee or an impact fee.~~

**Reason for Modification:** The county has approved the Regional Road Impact Fee, which goes into effect this month. As a result, the second half of this condition is no longer necessary.

21. Prior to approval of the final development agreement, a proposed Construction Traffic Haul Route Plan shall be submitted to the County Engineer for review and approval. The primary construction haul route shall be Whites Creek Lane. As part of Phase I development, however, Zolezzi Lane may be used, for construction mobilization only, for completion of the first 18-hole golf course and for the extension of utilities into the project site.

Prior to the issuance of the first building permit, all construction traffic will be diverted to Whites Creek Lane. Access to Whites Creek Lane will be from the Mt. Rose Highway to Thomas Creek Road. When the 35th building permit is issued, all construction traffic will be required to use Whites Creek Lane from Wedge Parkway. Construction traffic will use Whites Creek Lane from Wedge Parkway if this segment is completed prior to the issuance of the 35th building permit. Thomas Creek Road from Mt. Rose Highway to the proposed Whites Creek Lane may be considered for a haul route provided the developer submit a traffic analysis and intersection design prepared by a licensed Nevada Civil Engineer which addresses and provides, as a minimum, recommendations regarding:

- a) site distance requirements;
- b) left turn storage capacity and design;
- c) intersection location and alignment;
- d) proximity to existing intersections and recommended separate distances;
- e) existing center median and landscaping concerns;
- f) determination of adequacy of existing Thomas Creek Road roadway geometric section; and
- g) determination of adequacy of existing structural section and load bearing capability.

The submitted report shall be evaluated and accepted by the County Engineer prior to any approval of the use of Thomas Creek Road as a haul route. Once Whites Creek Lane is connected to Wedge Parkway, this road shall become the primary construction haul route.

Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.



**Reason for Modification:** This condition should be divided into two conditions because the first paragraph deals with the development agreement and the remainder refers to the tentative maps and special use permits.

22. Prior to *or upon* approval of the ~~final development agreement~~ CC&Rs, the developer shall provide a street maintenance program to the satisfaction of the County Engineer and the Department of Development Review. Street maintenance of private streets shall be performed by the homeowner's association and shall be perpetually funded.

**Reason for Modification:** The Homeowners' Association will be responsible for street maintenance, therefore, this topic is more accurately addressed in the CC&Rs.

23. Prior to approval of the final development agreement, *the developer shall provide* a schematic pedestrian circulation plan. As part of each tentative map, a detailed pedestrian circulation plan will be submitted and approved by the Department of Development Review.

**Reason for Modification:** The condition was incomplete.

25. Unless specifically stated *in these Conditions of Approval or in the final development agreement*, all (public and private) street design and construction is to be done in accordance with the Washoe County Standards that are approved at the time the final development agreement is recorded, to the satisfaction of the County Engineer.

**Reason for Modification:** The conditions of approval are separate from the final development agreement and may include some items that are not in the development agreement.

26. The following roadway sections shall be applicable to the public and private on-site streets shown on the tentative map. A traffic report shall be submitted ~~prior to approval of the first final~~ *with each tentative map* which identifies the ultimate average daily traffic on each street *and make recommendations for geometric design (e.g., left turn storage capacity, site distance, minimum required turning radius)*

- a. *Private Common Driveways - Serving 4 or less lots, pavement width 20 feet; serving 5 or more lots, pavement width 22 feet; no parking either side. Curb returns shall have a minimum face of curb radius of 20 feet on local streets and 25 feet on collector streets. Private common driveway locations will be shown on all tentative maps. Private common driveways will line up with proposed street intersections where possible and will comply with street intersection offset requirements. Single lot driveway access will not be allowed onto streets on which the average daily traffic exceeds 2000. (Refer to street sections.)*
  
- a. b. *Rural Private - ~~41~~ 60 foot minimum ROW ~~eul-de-sac rural~~ street (maximum 200 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. (Refer to street sections.)*
  
- b. c. *Local Private - ~~50~~ 60 foot minimum ROW ~~local~~ street (200 - 500 ADT): minimum 22 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. A minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. (Refer to street sections.)*
  
- e. d. *Collector Private - ~~50~~ 60 foot minimum ROW ~~collector~~ street (500 ADT to 2000 ADT): minimum 24 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side. a minimum 4 foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. (Refer to Street Sections.)*

- d. ~~e. Collector Private - 60 foot minimum ROW collector street (2000 ADT to 8000 ADT): minimum 36 24-foot pavement width with an additional 12-foot left turn lane at intersections where warranted; curb and gutter or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking permitted on both on either side. A minimum five (5) eight (8) foot path or gravel shoulder on both sides of the street will be provided unless alternate provisions or locations of pedestrian paths can be provided and shown in the Pedestrian Circulation Plan to the satisfaction of the County Engineer. No residential driveway access will be allowed. Access for private common driveways will be allowed. (Refer to street sections.)~~
- e. ~~Public - 60 foot ROW collector street (2000 ADT to 9600 ADT): minimum 36 foot pavement width; curb and gutter or County Engineer approved concrete header with roadside ditch both sides; parking prohibited both sides; minimum four (4) foot meandering asphalt path one side, residential driveway access not allowed. Where proposed, center medians shall be limited to a minimum of 11 feet from curb face to curb face.~~
- f. ~~Public-Collector Private - 80 120 foot minimum ROW minor arterial collector street (up to 9600 ADT to 10,830 ADT): A minimum 11 27 foot center median from curb face to curb face, 29.5 19 foot roadway section curb face to curb face pavement width on either side of the median; curb and gutter on both sides or County Engineer approved concrete header with roadside ditch both sides (developer's discretion); no parking either side except during special events; a minimum four (4) eight (8) foot meandering asphalt path both sides; no residential driveway access allowed. (Refer to street sections.)~~
- g. ~~Minor Arterial, Private - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27 foot center median from curb face to curb face, 24 foot pavement width on either side of the median; County Engineer approved concrete header with roadside ditch; no parking either side; a minimum 8 foot meandering asphalt path both sides. A gate may be installed at the point where Whites Creek Lane becomes a private road. (Refer to street sections.)~~

- h. Minor Arterial, Public - 120 foot minimum ROW (more than 10,800 ADT): A minimum 27 foot center median from curb face to curb face, 29.5 foot roadway section on either side of the median; curb and gutter on both sides; a minimum 6 foot concrete sidewalk on both sides; no residential driveway access is allowed. (Refer to street sections.) A gate may be installed at the point where Whites Creek Lane becomes a private road. A public turn-around is required on the public side of the gate.*

**Reason for Modification:** To be consistent with Washoe County Street Design Standards, to create a hierarchy of paths, and to change some of the public streets to private streets.

27. Landscaped medians shall be designed in accordance with AASHTO site distance and safety guidelines to the satisfaction of the County Engineer, Washoe County Department of Development Review and the developer. Maintenance of median landscaping shall be by the Homeowners' Association as provided for in a separate maintenance agreement to be approved by the County Engineer and the District Attorney's Office prior to approval of the ~~final development agreement~~ CC&Rs.

**Reason for Modification:** The Homeowners' Association will be responsible for the maintenance of median landscaping, therefore, this topic is more accurately addressed in the CC&Rs.

28. Meandering asphalt paths will be acceptable provided . . .

- c. Maintenance of the asphalt paths and landscaping shall be the responsibility of the developer and, when created, by the Homeowners' Association as provided for in a separate maintenance agreement and be approved by the County Engineer and the District Attorney's office prior to approval of the ~~final development agreement~~ CC&Rs.*

**Reason for Modification:** The Homeowners' Association will be responsible for the maintaining the asphalt paths and the landscaping between the road and the path, therefore, this topic is more accurately addressed in the CC&Rs.

29. ~~Proposed roadways (public or private) are not to be centered along fault lines. Fault lines shall be located behind the curb line, on the up-thrown side, to the satisfaction of the County Engineer. Roads may cross fault lines. If fault lines are more accurately located in the field, the setback excluding construction for buildings for human occupancy may be reduced, to the satisfaction of the County Engineer.~~

*Construction near fault lines shall be as follows:*

- a. *Buildings for human occupancy shall be set back from the centerline of fault traces. Setback distances shall be determined by a geotechnical investigation prepared by a Nevada Registered Civil Engineer experienced in geotechnical engineering. The minimum setback shall be 50 feet on each side of the fault line.*
- b. *Roadway construction in fault zones and along fault traces shall be reviewed by a Nevada Registered Civil Engineer experienced in geotechnical engineering. Any recommended special construction requirements (e.g., flexible joint connections for utilities) shall be complied with.*

**Reason for Modification** There was confusion over how the original condition should be interpreted. The proposed wording was developed in conjunction with the staff of the Engineering Division, Kleinfelder, and Harding Lawson.

33. All-weather emergency access roads shall be constructed at the end of all cul-de-sacs that are longer than 500 1,500 feet to the satisfaction of the County Engineer and the applicable fire protection agency. These roads shall have a 30-foot access easement with a minimum 20-foot width of ~~6 inches of Type 2 Class B aggregate base. 2.5 inches of asphalt concrete pavement on an engineered gravel base.~~ The roads shall be controlled by emergency access gates and shall be posted with signs stating "For emergency Vehicles Only" to the satisfaction of the applicable fire protection agency and the County Engineer.

**Reason for Modification:** The county has adopted new standards for emergency access roads since this project was approved. The proposed change is consistent with the new standards.

34. Prior to final map approval, the developer shall provide all weather emergency access easements and road improvements at the locations shown on the tentative map, terminating at public or privately maintained streets, to the satisfaction of the County Engineer. ~~The emergency access road shall be constructed within a 30-foot access easement to a minimum 20-foot width with 4 inches of Type 2 Class B aggregate base.~~

**Reason for Modification:** The last sentence repeats Condition #33.

36. Unless otherwise stated *in these conditions of approval or in the final development agreement*, all roadway improvements necessary (including but not limited to, curb, gutter, sidewalk, signing and striping, driveway access, and street lighting) 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 to the satisfaction of the County Engineer.

**Reason for Modification:** The conditions of approval are separate from the final development agreement and may include some items that are not in the development agreement.

37. The minimum pavement structural section shall be *5 inches of asphalt over 8 inches of aggregate base for minor arterials*, 4 inches of asphalt over 6 inches of granular base for roadways (private and public) for collector streets, and 3 inches of asphalt over 6 inches of granular base for roadways for local streets to the satisfaction of the County Engineer.

**Reason for Modification:** No structural section for minor arterials had been identified.

40. Off-site parking areas shall be provided within ~~300~~ 500 feet of homes that have *lots ranging in size between 12,000 square feet and 0.5 acre*. One space shall be provided for every three homes. Parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map(s), to the satisfaction of Washoe County Department of Development Review and the Developer.

**Reason for Modification:** To avoid having a multitude of guest parking areas with 1 or 2 spaces, the spacing requirement was increased to 500 feet so that the guest parking areas will consist of 4 or 5 spaces. Guest parking areas will be added to the neighborhoods with 0.5 acre lots because on-street parking will be prohibited on the private streets and the front yard setback can be reduced with side-entry and detached garages.

41. All private roadways shall be depicted on the final maps and identified ~~in the final development agreement~~ *on the tentative map* as either private access easements over individual adjacent lots or, if identified as separate parcels, as *either* common areas with equal fractional ownership by all of the lots within the development *or common areas owned by the Homeowners' Association* to the satisfaction of the County Engineer.

**Reason for Modification:** NRS Chapter 116 (Uniform Common Interest Ownership Act) requires a corporation to be formed for the Homeowners' Association. The corporation owns the common areas.

43. Regulatory signs must be installed at the juncture of all public streets with a private street *and at intersections along the primary loop road* to the satisfaction of the County Engineer. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY." All regulatory signs shall meet the Manual of Uniform Traffic Control Device standards.

**Reason for Modification:** Since there is only one location where a public street intersects with a private street (i.e., at the main project entrance), there would only be one sign. The county staff wants signs at additional locations and, therefore, the suggested wording to add "at intersections along the primary loop road."

48. Prior to the submittal of any final map or issuance of any grading permit, a final detailed hydrology/hydraulic report for that phase, prepared by a Nevada Registered Engineer, shall be submitted and approved by the County Engineer. The report shall be in substantial compliance with the general storm drain master plan and contain all final storm drain pipe, ditch and retention pond sizing calculations and mitigation measures for any impacts on existing on-site and off-site properties and facilities. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the County Engineer. The developer shall arrange for financial assurances, acceptable to the County Engineer, for all or part of these improvements.

Prior to the issuance of a grading permit, the applicant shall provide a letter granting a blanket drainage and construction easement to the Southwest Pointe Subdivision that allows the subdivision to drain onto the golf course and to construct detention facilities necessary to accommodate the subdivision-generated stormwaters in mutually agreed upon locations to the satisfaction of the County Engineer. The easement shall be submitted with the plans for the final golf course improvements.

**Reason for Modification:** The first paragraph pertains to tentative maps and special use permits; whereas, the second paragraph only refers to the special use permit for the golf course. Therefore, only the first paragraph should appear with the tentative map conditions and both paragraphs should appear with the special use permit conditions.

49. A maintenance plan of all drainage facilities to be owned by the homeowners' association shall be provided prior to approval of the ~~final development agreement~~ CC&Rs. All treatment of stormwater, including snow storage runoff and storm water facilities design, is to consider the future planned Washoe County water treatment plant and associated Steamboat Ditch conveyance system . . .

**Reason for Modification:** The Homeowners' Association will be responsible for the maintaining the asphalt paths and the landscaping between the road and the path, therefore, this topic is more accurately addressed in the CC&Rs.



51. The off-stream detention/debris basin recommended in the 1990 Kennedy/Jenks/Chilton report shall be reserved based on the following timetable:
- a. Washoe County will have three years to obtain the necessary permits for construction of the off-stream detention basin. This three years shall commence upon the approval of the final development agreement. If Washoe County fails to obtain the necessary permits, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park,~~ or revert to open space.
  - b. If Washoe County does obtain the necessary permits within three years, construction of the project shall commence within 5 years of the approval of the final development agreement. If construction is not started by that date, the property for the detention site shall be offered by the applicant or his successors, for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park,~~ or revert to open space.
  - c. If an alternative solution or site becomes available for flood control, this property will immediately become available for dedication to the Washoe County School District for a middle school, ~~the Washoe County Parks and Recreation Department for a neighborhood park,~~ or revert to open space.
  - d. If the detention basin is constructed, Washoe County shall pay fair market value for the property.

**Reason for Modification:** We have been working with Karen Mullens, Washoe County Parks and Recreation Department, to identify a neighborhood park that is not adjacent to the school. The preferred location is adjacent to Thomas Creek on the south side of Whites Creek Lane.

56. A buffer shall be provided next to riparian vegetation. The size of the buffer shall be mutually agreeable to Washoe County and the developer. A minimum 50-foot buffer shall be provided ~~between property lines of single-family residences and riparian vegetation from any structures.~~

**Reason for Modification:** It would be difficult and impractical to implement the original wording because it would result in long, thin parcels along riparian areas that would become a "no man's land". The suggested wording is consistent with the intent of this condition and avoids the creation of unusable parcels.

- ~~64. Prior to the approval of the final development agreement, the applicant shall provide staff with a phasing schedule for the dedication of water rights. Permitted or certificated groundwater rights in the amount of 1.12 acre feet must be dedicated to Washoe County for each lot of a final map. Water rights, in accordance with the Washoe County Utility Division policies for the Southwest Truckee Meadows, shall be dedicated to Washoe County. Prior to acceptance, the water rights must be in good standing with the State of Nevada Division of Water Resources and must reflect a point of diversion, place and manner of use acceptable to the Utility Division.~~

**Reason for Modification:** Current county policy requires that sufficient water rights will be dedicated prior to recordation of each final map. A phasing schedule is typically not necessary. The required number of water rights for each lot may change in the future because the county is evaluating SPPCo water rights dedication requirement which is based on lot size. If the requirement changes, we do not want to be constrained by this condition.

- ~~65. Prior to the approval of the final map, the developer shall demonstrate how compliance with NRS 278.349, that requires the availability of water meet applicable health standards and is sufficient in quantity to serve the foreseeable needs of the subdivision, shall be met to the satisfaction of the District Health Department and Washoe County Department of Development Review.~~

**Reason for Modification:** Condition #67 addresses this topic, therefore, this condition is repetitive.

~~69. The developer shall provide adequate assurance that the sewage, water, and drainage systems will be satisfactorily maintained and operated.~~

**Reason for Modification:** The developer is not responsible for maintaining the sewage and water systems. These facilities are maintained Washoe County. Maintenance of the drainage system has already been addressed in Condition #49.

74. If a supplemental water source is required, evidence that an adequate source has been procured by the developer/water purveyor shall be submitted to the Utility Division for their review and approval. ~~The water source shall meet both primary and secondary standards of the Safe Drinking Water Act.~~

**Reason for Modification:** The last sentence repeats federal, state, and local law. A subsequent condition (i.e., #77) requires the developer to use treated wastewater which will not meet drinking water standards. Therefore, the two conditions contradict one another.

~~79. The project shall be designed to accommodate a gravity flow sanitary sewer system within the boundaries of the subdivision. Such design shall be to the satisfaction of the Utility Division.~~

**Reason for Modification:** According to Terri Svetich, Washoe County Utility Division, this is not a Utility Division condition and can be deleted.

83. The sanitary sewer collection system and water system facilities, *with the exception of the golf course and common area irrigation systems*, must be offered for dedication to Washoe County.

**Reason for Modification:** Washoe County does not want to be responsible for golf course and common area irrigation systems, therefore, these systems should remain private.

~~90. Should the proposed "off stream" location for the flood detention facility proposed in the 1990 Kennedy/Jenks report not be dedicated for this purpose, a minimum ten acre site for an elementary and a minimum 25 acre site for a middle school shall be offered for dedication. If the "off stream"~~

~~flood control facility is dedicated to Washoe County, a 10-acre site for the elementary school shall be offered for dedication. If the area for the "off-stream" facility is dedicated, but the county has not complied with Condition No. 51, the use for the area shall revert back to a school site and/or a park site (if requested by Washoe County) as proposed by the developer. If a school or park site is not requested by Washoe County, this area shall remain as an open space buffer.~~

**Reason for Modification:** The special use permit for the elementary school has already been approved. The elementary school will be located on a 17-acre parcel on the north side of Whites Creek Lane. This elementary school site is not impacted by the flood control facility. A neighborhood park site has also been proposed on the south side of Whites Creek Lane.

92. A minimum one-acre site shall be offered for dedication *prior to approval of a final map*, if requested by the applicable fire protection agency, for a fire station. The developer shall enter into talks with the applicable fire protection agency for any other requirements, such as, a fire station site, manpower and equipment needs, or for coordination with other developments that have similar requirements.

**Reason for Modification:** To clarify when the fire station site must be dedicated.

95. ~~Unless the off-stream site is dedicated to the county,~~ A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan ~~has been submitted, which if conceptually approved by the county, should~~ *will* be included in the final development agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreation facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.

**Reason for Modification:** The park site has nothing to do with the off-stream detention facility, therefore, this reference is inaccurate. The sketch

plan that is referred to in this condition has been changed and the park site has been moved, therefore, this reference is also inaccurate.

97. Prior to approval of the final development agreement, the developer shall submit ~~schematic landscaping and architectural design guidelines~~ *a Development Standards Handbook* for the entire project to the Design Review Committee for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

**Reason for Modification:** To make the wording consistent with Article 814, Development Agreements.

- ~~99. Homes located on 12,000 square foot lots shall have a minimum 160 square foot storage space added in their garages, if only one garage space is provided. All homes will have a minimum two car garage.~~

**Reason for Modification:** No homes will be constructed with one garage space.

**Tentative Map Conditions for Development Agreement Case No. DA9-1-93**


**Final Map Conditions for Development Agreement Case No. DA9-1-93**

**Special Use Permit Application and Construction Conditions for Development Agreement Case No. DA9-1-93**

Currently, there are numerous repetitive conditions under each of these headings, and there are also conditions that pertain to the tentative map that appear under the development agreement and vice versa. I have reorganized the conditions under three headings -- development agreement conditions, tentative map conditions, and special use permit conditions. I think this format will be easier for everyone to work with.

Thank you for your consideration of this request. Please call me if I can provide you with additional information or answer any questions.

Sincerely,

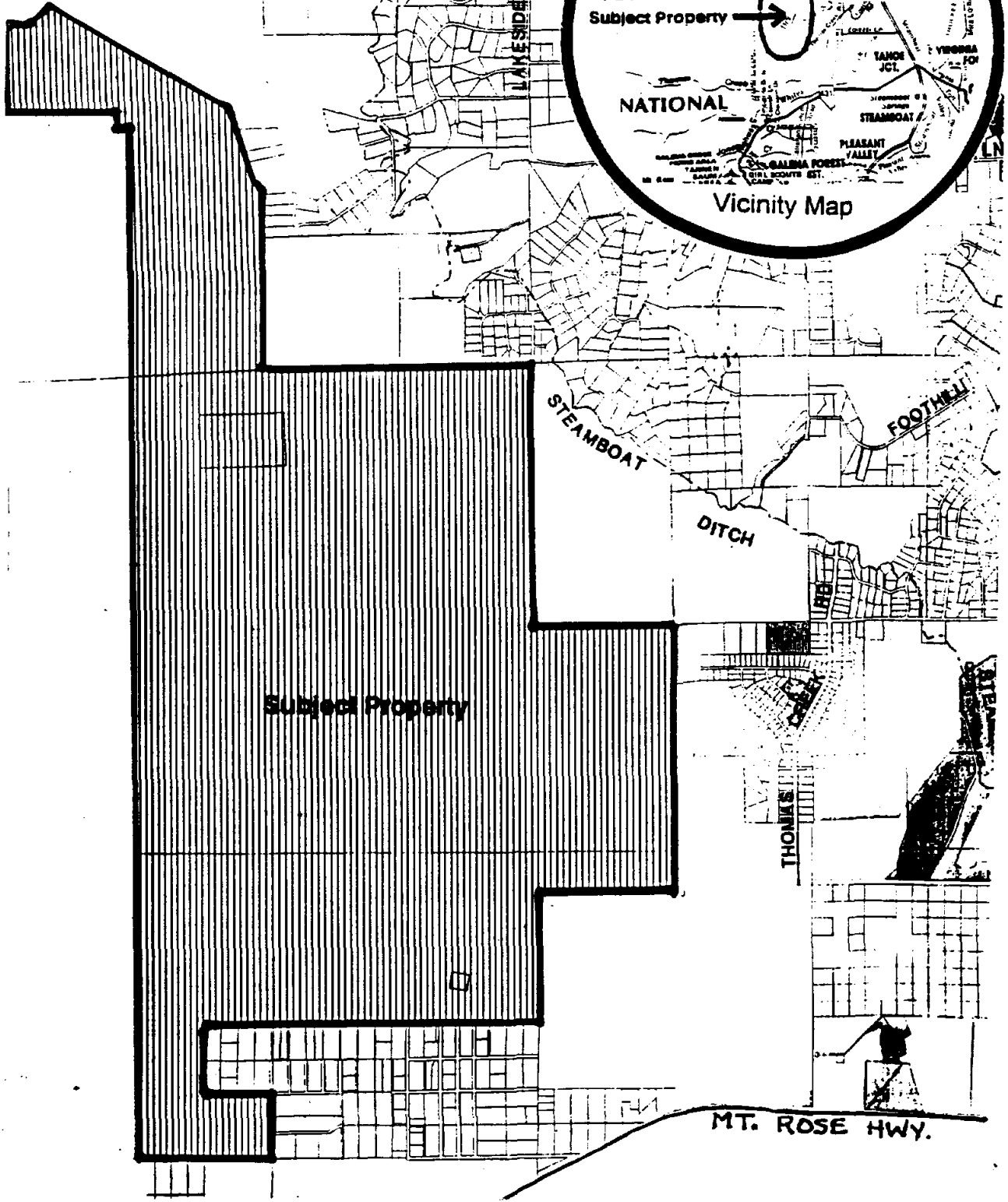


Brita Tryggvi, AICP  
Principal

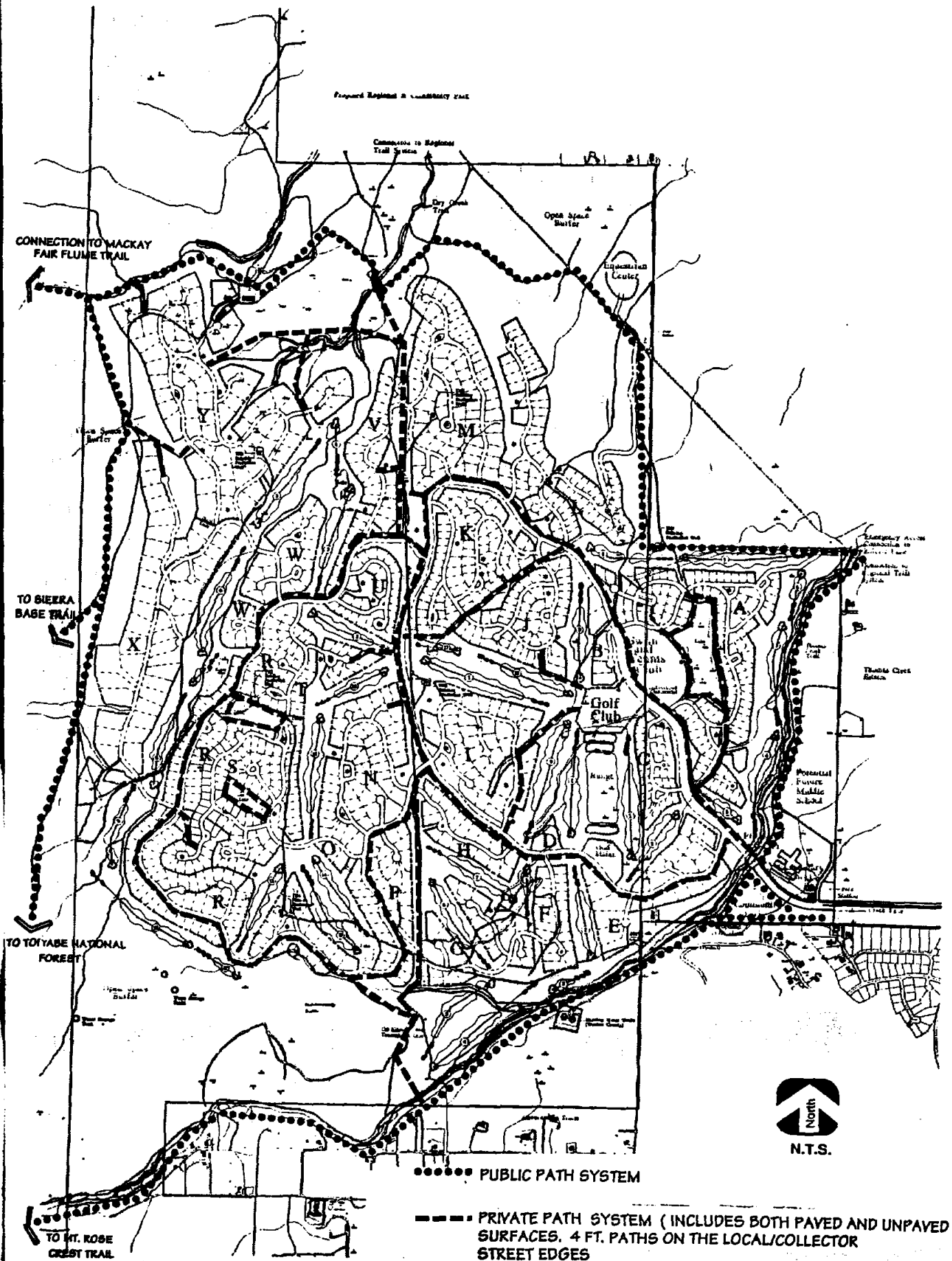
pc: Mike Mohler  
Bob Sader

Attachments

*washoe county development review*



AMEND DA9-1-93



..... PUBLIC PATH SYSTEM

----- PRIVATE PATH SYSTEM (INCLUDES BOTH PAVED AND UNPAVED SURFACES. 4 FT. PATHS ON THE LOCAL/COLLECTOR STREET EDGES)



N.T.S.

**PUBLIC AND PRIVATE TRAIL SYSTEM**



1818322

After recording mail to:

Redfield Land Company  
1755 East Plumb Lane, Suite 212  
P. O. Box 61  
Reno, NV 89504

COPY

EASEMENT

This Easement is made this 12th day of July, 1994 by and between TMS Associates, a limited partnership ("TMS") and Betty Alyce Jones, Helen Jeanne Jones, Iris G. Brewerton, Kenneth G. Walker and Gerald C. Smith, surviving trustees of the Nell J. Redfield Trust (collectively referred to herein as the "Trust").

RECITALS:

This Easement is made with reference to the following facts:

1. On or about July 1, 1980 Nell J. Redfield and TMS Associates entered into an agreement wherein TMS would provide to Redfield the location of an easement over a portion of the properties owned by TMS more particularly described in Exhibit "A" attached hereto (the "TMS Property") for use in conjunction with certain real property then owned by Ms. Redfield.

2. The Trust, successor-in-interest of Nell J. Redfield, owns that certain real property described in Exhibit "B" (the "Trust Property") and wishes to obtain an easement for the purposes described hereinafter.

NOW THEREFORE, it is hereby agreed between the parties as follows:

A. Easement Over The Easement Property.

1. Grant of Easement: TMS hereby grants to the Trust, for the benefit of the Trust Property and the mortgagees, holders of security interest, tenants, lessees, sublessees, employees and agents of the Trust an easement for the ingress and egress of vehicles to the Trust Property over that portion of the TMS Property described on Exhibit "C" attached hereto (hereinafter the "Easement Property").

2. Purpose of Easement: The easement granted hereby shall be for the purpose of allowing the ingress and egress of vehicles from Zolezzi Lane to the Trust Property and providing for underground utilities.

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B. Non-Exclusive Easement. This Easement is non-exclusive and may be used by TMS, its mortgagees, holders of security interest, tenants, lessees, sub-lessees, grantees, employees, agents, licensees, visitors and invitees for any purpose, including general unrestricted access to the TMS Property. TMS may, at TMS's sole discretion, pave the road constructed on the Easement Property (the "Road"), widen it and move it to another location on the TMS Property so long as access is still provided to the Trust Property to the satisfaction of Washoe County and the Nevada Division of Forestry. TMS may, at TMS's sole discretion, relocate the roadway and utilities, if so placed within the Easement Property, with the consent of the Trust which consent will not be unreasonably withheld. The Trust agrees to provide TMS with no less than sixty days notice prior to the placement of any utilities within the Easement Property. The Trust agrees to withhold any and all objections to TMS tying into utilities placed within the Easement Property. TMS agrees to fund its proportionate share of the utility construction cost if TMS ties into the utilities placed within the Easement Property.

C. Road Design: Bridges. The Road shall be constructed at the expense of the Trust and/or the County of Washoe and under no circumstances at the expense of TMS. The Road design, method of construction, any bridges constructed thereon, culverts and all other matters in connection with the design and construction of the Road on the Easement Property must comply with all ordinances and requirements of all governmental agencies for such a road and must be approved by TMS, which approval shall not be unreasonably withheld.

D. Maintenance. The Trust shall maintain the Road at all times, all culverts and bridges constructed thereon or associated therewith and all slopes and shall grade the Road, keep it free of debris and vegetation and keep it passable at all times as shall be reasonably required and approved by TMS and in conformance with all regulations of Washoe County.

E. Easement Runs With The Land. The easement granted hereby shall run with the land, benefit the Trust Property, burden the TMS Property and shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of both TMS and the Trust in ownership of their respective properties described herein. Neither the benefits nor the burdens of the easement granted hereby shall run with any other land or to the benefit of any other entity or person whatsoever. No other person or entity is intended to nor shall any such person or entity be the beneficiary of any provision of this document.

F. Indemnity. The Trust shall indemnify and hold TMS harmless from any liability, claims, causes of action, damages or costs, including attorneys fees, which TMS may incur in connection with or relative to the easement granted hereby and to the

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construction, use and maintenance of the Road, arising from any act or failure to act, except the intentional act, failure to act or negligence of TMS. The Trust shall protect, indemnify and hold harmless TMS, its partners, officers, agents, employees, attorneys, successors and assigns from and against any loss, damage, claim, expense or liability (including attorneys fees) directly or indirectly arising out of or attributable to the use, presence, generation, production, release, discharge or disposal of a hazardous substance (as defined in any statute, ordinance or governmental regulation) on or about the Easement Property caused in any way by the Trust or its successors and assigns or anyone using the Easement Property granted hereby, or any replacement thereof, for access to the Trust Property.

G. Prior Agreements. This Easement supersedes any and all prior understandings and agreements between TMS and the Trust of any kind whatsoever, including but not limited to the agreement of July 1, 1980 described in recital 1 above, and shall be deemed to be in complete satisfaction of and in complete compliance with all such agreements and understandings.


H. Attorneys Fees. Either party may enforce this instrument by appropriate action and the prevailing party shall be entitled to recover costs, including reasonable attorneys fees.


I. Law. This Easement shall be governed by Nevada law.

TMS ASSOCIATES, a limited partnership

By:   
Peter M. Thomas, General Partner

By:   
Robert J. Sullivan, General Partner

  
Betty Alyce Jones, surviving trustee  
of the Nell J. Redfield Trust

  
Helen Jeanne Jones, surviving trustee  
of the Nell J. Redfield Trust

EX-116-950120

Iris G. Brewerton, surviving trustee  
of the Nell J. Redfield Trust

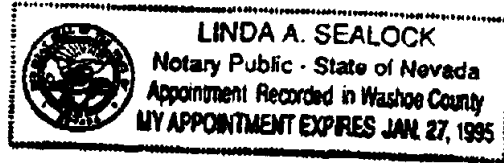
Kenneth G. Walker, surviving trustee  
of the Nell J. Redfield Trust

Gerald C. Smith  
Gerald C. Smith, surviving trustee  
of the Nell J. Redfield Trust

State of Nevada  
County of Washoe

This instrument was acknowledged before me on July 12, 1994 by Peter M. Thomas, General Partner of TMS Associates, a limited partnership.

Linda A. Sealock  
Notary Public



State of NEVADA  
County of WASHOE

This instrument was acknowledged before me on June 15,  
1994 by Robert J. Sullivan, General Partner of TMS Associates, a limited partnership.

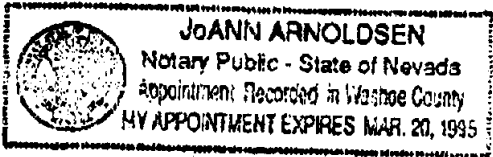
Esther D. DeVries  
Notary Public



1210001117NR

State of Nevada  
County of Washoe

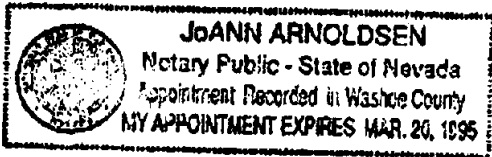
This instrument was acknowledged before me on June  
29, 1994 by Betty Alyce Jones, surviving trustee of the Nell  
J. Redfield Trust.



JoAnn Arnoldsen  
Notary Public

State of Nevada  
County of Washoe

This instrument was acknowledged before me on June  
29, 1994 by Helen Jeanne Jones, surviving trustee of the  
Nell J. Redfield Trust.



JoAnn Arnoldsen  
Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_ by Iris G. Brewerton, surviving trustee of the Nell  
J. Redfield Trust.

\_\_\_\_\_  
Notary Public

221090411988

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_ by Kenneth G. Walker, surviving trustee of the Nell  
J. Redfield Trust.

\_\_\_\_\_  
Notary Public

State of Nevada

County of Washoe

This instrument was acknowledged before me on June  
29, 1994 by Gerald C. Smith, surviving trustee of the Nell  
J. Redfield Trust.

Joann Arnoldsen  
Notary Public



OK 4114 PG 0123

EXHIBIT "B"  
TRUST PROPERTY

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

All of the following sections of Township 18 North, Range  
19 East, M.D.B. & M.:

2, 10, 14, 15, 22, 23, 24, 26, 27.

*APN 49-010-10*

004114P60125

EXHIBIT "C"

EASEMENT PROPERTY

A parcel of land situate within the County of Washoe, State of Nevada, as follows:

The east 3300.00 feet of the south 60.00 feet of Section 13, Township 18 North, Range 19 East, M.D.B. & M.

APN 49-010-05  
-06

BK 4114 PG 0126

OFFICIAL RECORDS  
WASHOE COUNTY, NEVADA  
RECORDED BY  
*James Arnold*  
1818322  
'94 JUL 25 A9:07

FOR NEVADA  
COUNTY RECORDS  
15.00 ST

05 1500



**ATTORNEY GENERAL'S OPINIONS.**

**Power to regulate airport hazards by zoning is within jurisdiction of political subdivision wherein airport is located.** Under ch. 205, Stats. 1947 (cf. NRS 497.040), when airport is not owned by state or controlled by state under agreement, power to regulate airport hazards by zoning is within jurisdiction of political subdivision wherein airport is located. AGO 915 (5-1-1950)

**Ordinance which provides that governing body of county must review and affirm, modify or reverse recommendations of regional**

**planning commission on zoning matters is not invalid.** Ordinance which provides that governing body of county must review and affirm, modify or reverse recommendations of regional planning commission on zoning matters is authorized by NRS 278.020 and 278.260 and is not invalid. Under such ordinance, governing body has authority to act on proposal even where planning commission has failed to recommend it (see NRS 278.210), but action of governing body is subject to provisions of NRS 278.220 relating to necessity for report from planning commission. AGO 79-14 (7-17-1979)

**278.0201 Agreement with governing body concerning development of land: Applicability of ordinances, resolutions and regulations adopted after agreement made; restrictions on subsequent action by governing body.**

1. In the manner prescribed by ordinance, a governing body may, upon application of any person having a legal or equitable interest in land, enter into an agreement with that person concerning the development of that land. This agreement must describe the land which is the subject of the agreement and specify the duration of the agreement, the permitted uses of the land, the density or intensity of its use, the maximum height and size of the proposed buildings and any provisions for the dedication of any portion of the land for public use. The agreement may fix the period within which construction must commence and provide for an extension of that deadline.

2. Unless the agreement otherwise provides, the ordinances, resolutions or regulations applicable to that land and governing the permitted uses of that land, density and standards for design, improvements and construction are those in effect at the time the agreement is made.

3. This section does not prohibit the governing body from adopting new ordinances, resolutions or regulations applicable to that land which do not conflict with those ordinances, resolutions and regulations in effect at the time the agreement is made, except that any subsequent action by the governing body must not prevent the development of the land as set forth in the agreement. The governing body is not prohibited from denying or conditionally approving any other plan for development pursuant to any ordinance, resolution or regulation in effect at the time of that denial or approval.

4. The provisions of NRS 278.350 and 278.360 do not apply if an agreement entered into pursuant to this section contains provisions which are contrary to the respective sections.

(Added to NRS by 1985, 2114; A 1991, 582)

WEST PUBLISHING CO.  
Zoning and Planning ⇌ 29.5.

WESTLAW Topic No. 414.  
C.J.S. Zoning and Land Planning § 21.

**278.0203 Agreement with governing body concerning development of land: Approval by ordinance; filing and recording.**

1. The governing body may, if it finds that the provisions of the agreement are consistent with the master plan, approve the agreement by ordinance.

2. Within a reasonable time after approval of the agreement, the clerk of the governing body shall cause the original agreement to be filed with the county

recorder or the recorder of Carson City for recording. Upon recordation the agreement binds all parties and their successors in interest for the duration of the agreement.

(Added to NRS by 1985, 2114)

WEST PUBLISHING CO.  
Zoning and Planning ⇌ 43.

WESTLAW Topic No. 414.  
C.J.S. Zoning and Land Planning § 30.

**278.0205 Agreement with governing body concerning development of land: Amendment or cancellation; review of development by governing body; notice; approval of amendment; filing and recording of amendment.**

1. The agreement for development of land may be amended or canceled, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest, except that if the governing body determines, upon a review of the development of the land held at least once every 24 months, that the terms or conditions of the agreement are not being complied with, it may cancel or amend the agreement without the consent of the breaching party.

2. Notice of intention to amend or cancel any portion of the agreement must be given by publication in a newspaper of general circulation in the applicable city or county. The governing body may approve any amendment to the agreement by ordinance if the amendment is consistent with the master plan. The original of the amendment must be filed for recording with the county recorder or the recorder of Carson City.

(Added to NRS by 1985, 2114)

WEST PUBLISHING CO.  
Zoning and Planning ⇌ 44.

WESTLAW Topic No. 414.  
C.J.S. Zoning and Land Planning § 38.

**278.0207 Agreement with governing body concerning development of land: Recording of certified copy of ordinance adopting agreement.** A certified copy of any local ordinance adopting the agreement for the development of property and any amendments thereto must be recorded in the office of the county recorder or the recorder of Carson City.

(Added to NRS by 1985, 2115)

WEST PUBLISHING CO.  
Zoning and Planning ⇌ 43.

WESTLAW Topic No. 414.  
C.J.S. Zoning and Land Planning § 30.

**278.021 Restriction on definition of single-family residence in ordinances to prevent exclusion of certain homes for mentally retarded persons.**

1. The purpose of this section is to remove obstacles imposed by zoning ordinances, declarations of restrictions, deed restrictions, restrictive covenants and equitable servitudes which prevent persons who are mentally retarded from living in normal residences.

2. In any ordinance adopted by a city or county, the definition of "single-family residence" must include a home in which six or fewer unrelated persons who are mentally retarded reside with one or two additional persons to act as house parents or guardians who need not be related to each other or any of the mentally retarded persons who reside in the house.

**278.0201 Agreement with governing body concerning development of land: Applicability of ordinances, resolutions and regulations adopted after agreement made; restrictions on subsequent action by governing body.**

1. In the manner prescribed by ordinance, a governing body may, upon application of any person having a legal or equitable interest in land, enter into an agreement with that person concerning the development of that land. This agreement must describe the land which is the subject of the agreement and specify the duration of the agreement, the permitted uses of the land, the density or intensity of its use, the maximum height and size of the proposed buildings and any provisions for the dedication of any portion of the land for public use. The agreement may fix the period within which construction must commence and provide for an extension of that deadline.

2. Unless the agreement otherwise provides, the ordinances, resolutions or regulations applicable to that land and governing the permitted uses of that land, density and standards for design, improvements and construction are those in effect at the time the agreement is made.

3. This section does not prohibit the governing body from adopting new ordinances, resolutions or regulations applicable to that land which do not conflict with those ordinances, resolutions and regulations in effect at the time the agreement is made, except that any subsequent action by the governing body must not prevent the development of the land as set forth in the agreement. The governing body is not prohibited from denying or conditionally approving any other plan for development pursuant to any ordinance, resolution or regulation in effect at the time of that denial or approval.

4. The provisions of NRS 278.350 and 278.360 do not apply if an agreement entered into pursuant to this section contains provisions which are contrary to the respective sections.

(Added to NRS by 1985, 2114; A 1991, 582)

WEST PUBLISHING CO.  
Zoning and Planning ⇐ 29.5.

WESTLAW Topic No. 414.  
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recorder or the recorder of Carson City for recording. Upon recordation the agreement binds all parties and their successors in interest for the duration of the agreement.

(Added to NRS by 1985, 2114)

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2. Notice of intention to amend or cancel any portion of the agreement must be given by publication in a newspaper of general circulation in the applicable city or county. The governing body may approve any amendment to the agreement by ordinance if the amendment is consistent with the master plan. The original of the amendment must be filed for recording with the county recorder or the recorder of Carson City.

(Added to NRS by 1985, 2114)

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1. In the manner prescribed by ordinance, a governing body may, upon application of any person having a legal or equitable interest in land, enter into an agreement with that person concerning the development of that land. This agreement must describe the land which is the subject of the agreement and specify the duration of the agreement, the permitted uses of the land, the density or intensity of its use, the maximum height and size of the proposed buildings and any provisions for the dedication of any portion of the land for public use. The agreement may fix the period within which construction must commence and provide for an extension of that deadline.

2. Unless the agreement otherwise provides, the ordinances, resolutions or regulations applicable to that land and governing the permitted uses of that land, density and standards for design, improvements and construction are those in effect at the time the agreement is made.

3. This section does not prohibit the governing body from adopting new ordinances, resolutions or regulations applicable to that land which do not conflict with those ordinances, resolutions and regulations in effect at the time the agreement is made, except that any subsequent action by the governing body must not prevent the development of the land as set forth in the agreement. The governing body is not prohibited from denying or conditionally approving any other plan for development pursuant to any ordinance, resolution or regulation in effect at the time of that denial or approval.

4. The provisions of NRS 278.350 and 278.360 do not apply if an agreement entered into pursuant to this section contains provisions which are contrary to the respective sections.

(Added to NRS by 1985, 2114; A 1991, 582)

WEST PUBLISHING CO.  
Zoning and Planning ⇌ 29.5.

WESTLAW Topic No. 414.  
C.J.S. Zoning and Land Planning § 21.

**278.0203 Agreement with governing body concerning development of land: Approval by ordinance; filing and recording.**

1. The governing body may, if it finds that the provisions of the agreement are consistent with the master plan, approve the agreement by ordinance.

2. Within a reasonable time after approval of the agreement, the clerk of the governing body shall cause the original agreement to be filed with the county

recorder or the recorder of Carson City for recording. Upon recordation the agreement binds all parties and their successors in interest for the duration of the agreement.

(Added to NRS by 1985, 2114)

WEST PUBLISHING CO.  
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**278.0205 Agreement with governing body concerning development of land: Amendment or cancellation; review of development by governing body; notice; approval of amendment; filing and recording of amendment.**

1. The agreement for development of land may be amended or canceled, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest, except that if the governing body determines, upon a review of the development of the land held at least once every 24 months, that the terms or conditions of the agreement are not being complied with, it may cancel or amend the agreement without the consent of the breaching party.

2. Notice of intention to amend or cancel any portion of the agreement must be given by publication in a newspaper of general circulation in the applicable city or county. The governing body may approve any amendment to the agreement by ordinance if the amendment is consistent with the master plan. The original of the amendment must be filed for recording with the county recorder or the recorder of Carson City.

(Added to NRS by 1985, 2114)

WEST PUBLISHING CO.  
Zoning and Planning ⇌ 44.

WESTLAW Topic No. 414.  
C.J.S. Zoning and Land Planning § 38.

**278.0207 Agreement with governing body concerning development of land: Recording of certified copy of ordinance adopting agreement.** A certified copy of any local ordinance adopting the agreement for the development of property and any amendments thereto must be recorded in the office of the county recorder or the recorder of Carson City.

(Added to NRS by 1985, 2115)

WEST PUBLISHING CO.  
Zoning and Planning ⇌ 43.

WESTLAW Topic No. 414.  
C.J.S. Zoning and Land Planning § 30.

# Article 814

## DEVELOPMENT AGREEMENTS

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[This Article amended in its entirety by Ord. 873, provisions eff. 6/7/93.]

### Sections:

110.814.00	Purpose
110.814.05	Applicability
110.814.10	Requirements for Application
110.814.15	Allowed Uses, Densities and Standards
110.814.20	Review and Approval Process
110.814.25	Concurrent Processing of Other Approvals
110.814.30	Professional Assistance
110.814.35	Contents of Preliminary Development Agreement
110.814.40	Concept Plan
110.814.45	Site Plan
110.814.50	Optional Contents
110.814.55	Planning Commission Review of Preliminary Development Agreement
110.814.60	Notice
110.814.65	Appeal of Denial
110.814.70	Action by Board
110.814.75	Contents of Final Development Agreement
110.814.80	Approval Procedures for Final Development Agreement
110.814.85	Recordation of Approved Final Documents
110.814.90	Periodic Review
110.814.95	Amendment or Cancellation of Development Agreement

**Section 110.814.00 Purpose.** The purpose of this article, Article 814, Development Agreements, is to allow for any person having a legal or equitable interest in land to enter into an agreement with Washoe County concerning the development of that land, as provided in NRS 278.

**Section 110.814.05 Applicability.** A development agreement may be approved by ordinance for land which is to be developed as a single entity provided that the development, including uses and development standards, is consistent with the Comprehensive Plan, including the area plans, and any specific plan, if applicable.

**Section 110.814.10 Requirements for Application.** A development agreement may be initiated by the property owner or by the property owner's authorized agent. Applications for a development agreement shall be filed with the Department of Development Review.

**Section 110.814.15 Allowed Uses, Densities and Standards.**

- (a) **Laws in Effect.** The allowed uses, densities and standards of the land subject to the development agreement shall be those in effect at the time the agreement is made, provided that all such uses, densities and standards are

consistent with the Comprehensive Plan, including the area plans, and any specific plan, if applicable.

- (b) Subsequent Actions. A development agreement shall not prevent the County, in subsequent actions applicable to the property, from adopting new ordinances, resolutions or regulations that conflict with those ordinances, resolutions and regulations in effect at the time the development agreement is made, except that any subsequent action by the County shall not prevent the development of the land as set forth in the development agreement.
- (c) Emergency Situations. The County may suspend the issuance of building permits for the development project after a noticed public hearing if it finds in good faith that a clear and present emergency requires the suspension.
- (d) State or Federal Restrictions. In the event that state or federal laws or regulations enacted after a development agreement has been entered into, prevent or preclude compliance with one (1) or more of the provisions of the development agreement, such provisions shall be modified or suspended as may be necessary to comply with the new state or federal laws or regulations. Any such action shall be taken by the Board of County Commissioners after a noticed public hearing.

**Section 110.814.20 Review and Approval Process.** The development agreement process consists of two steps as set forth in this section. Under no circumstances shall development of the land subject to the development agreement be allowed to proceed until after the final development agreement has been approved and filed for record pursuant to this article.

- (a) Step One: Preliminary Development Agreement. The applicant shall submit the text of the proposed development agreement accompanied by either a concept plan or a site plan and other information required by this article. The applicant has the option of submitting either plan and the Director of Development Review may request a site plan.
- (b) Step Two: Final Development Agreement. Subsequent to approval of the preliminary development agreement, the applicant shall submit a final development agreement for approval as set forth herein.
  - (1) If a site plan was approved at the first step of the process, the final development agreement shall contain a final site plan.
  - (2) If a concept plan was approved at the first phase of the process, the final development agreement shall include the site plan.
  - (3) The submittal shall include other information as required by this article.
  - (4) The site plan and other applicable materials from the final development agreement shall be recorded pursuant to this article.

**Section 110.814.25 Concurrent Processing of Other Approvals.** Applications for all discretionary approvals may accompany the preliminary development agreement or may be substituted at a later date. If they are submitted at a later date, the conditions, terms,



restrictions and requirements for subsequent actions on these approvals shall be included in the preliminary development agreement.

**Section 110.814.30 Professional Assistance.** Preparation of the preliminary development agreement and final development agreement shall require, at a minimum, the services of a Nevada civil engineer who is a registered professional engineer, or registered land surveyor. Depending on the complexity of the development, the services of an American Institute of Certified Planners (AICP) recognized planner, a licensed architect, and a Nevada registered landscape architect may also be required by the Director of Development Review.

**Section 110.814.35 Contents of Preliminary Development Agreement.** The application shall include the provisions of this section.

- (a) **Development Agreement.** A development agreement containing the following:
  - (1) A legal description of the land subject to the development agreement;
  - (2) The proposed duration of the development agreement;
  - (3) The permitted uses of the land;
  - (4) The density and/or intensity of uses;
  - (5) The maximum height and size of the proposed buildings;
  - (6) Any provisions for the dedication of any portion of the land for public use;
  - (7) A provision that the materials listed in this article under "Contents of Final Development Agreement" are automatically incorporated into the development agreement by reference when these materials are approved by the Planning Commission; and
  - (8) A provision that the development agreement does not bind the parties, or their successors in interest, until such time as the development agreement is recorded pursuant to this article.
- (b) **Interest in Land.** The nature of the landowner's and the applicant's legal interest in the land proposed for development in the application.
- (c) **Open Space Management.** The form and name, if available, of the organization proposed to own and maintain any common open space.
- (d) **Use Ratio.** The ratios of the land areas in residential to land areas in nonresidential uses and the ratio of square feet of residential to nonresidential uses.
- (e) **Utilities.** The proposed system, including a feasibility analysis, for disposition of sanitary waste and storm water.
- (f) **Circulation.** The plan for vehicular traffic, pedestrian traffic and transit facilities. This plan shall include the provisions for parking of vehicles and the location and width of proposed streets and public rights-of-way.

- (g) **Modifications.** The listing of required modifications to the standards imposed by other articles of this Development Code.
- (h) **Plan.** A concept plan prepared pursuant to this article, or a site plan prepared pursuant to this article.
- (i) **Legal Agreements.** The substance of covenants, grants or easements, or other restrictions proposed to be imposed upon the use of the land, buildings and structures, including proposed easements or grants for public utilities.
- (j) **Schedule.** A schedule showing:
  - (1) The proposed times within which the final development agreement must be filed; and
  - (2) The proposed times within which all other applications for final approval of all portions of the land subject to the development agreement are intended to be filed, or in the case of a plan which provides for development over a period of years, the periods within which application for final approval of each part thereof is intended to be filed.

**Section 110.814.40 Concept Plan.** A concept plan shall include the information required by this section.

- (a) Name of project, boundary, and vicinity maps showing the location and acreage of the land subject to the development agreement, date, north arrow and scale of plan.
- (b) All existing lot lines, easements and rights-of-way.
- (c) Proposed land uses, including areas proposed to be dedicated or reserved as common open spaces or for public or semi-public uses, with estimates of the acreage for each type of land use, the densities and/or intensities of development, and the general allocation of the densities and/or intensities of development to the various parts of the site.
- (d) Approximate location and arrangement of all structures or outlines of areas within which buildings or structures may be located.

**Section 110.814.45 Site Plan.** A site plan and supporting maps, if applicable, shall include the information required by this subsection.

- (a) Name of project, boundary, and vicinity maps showing the location and acreage of the land subject to the development agreement, date, north arrow and scale of plan.
- (b) Name and address of the owner of record, developer, planner and seal of the engineer, architect or landscape architect.
- (c) Existing and proposed topography at a two (2) foot contour interval, or at a contour interval appropriate for the site, as determined by the Director of Development Review. All elevations shall refer to the nearest United States Coastal and Geodetic Bench Mark. If any portion of the land subject to the

development agreement is within the 100-year floodplain, the area will be shown and base flood elevations given. Indicate areas within the site and within fifty (50) feet of its perimeter boundary, where ground removal or filling is required.

- (d) Regulatory zone boundaries within five hundred (500) feet of the perimeter of the land subject to the development agreement.
- (e) The location and use of structures within three hundred (300) feet of the perimeter of the land subject to the development agreement.
- (f) All existing lot lines, easements and rights-of-way within the land subject to the development agreement, and within those parcels within five hundred (500) feet of the perimeter of the land subject to the development agreement.
- (g) Proposed traffic flow patterns, entrances and exits, loading and unloading areas, emergency access areas, and curb cuts on the site.
- (h) The location of all present and proposed public and private ways, parking areas, driveways, ramps, curbs, walls, fences, bicycle and pedestrian ways, and landscaping. If determined appropriate by the Director of Development Review, proposed locations of the listed facilities and features may be indicated by typical locations.
- (i) Proposed land uses, including areas proposed to be dedicated or reserved as common open spaces or for public or semi-public uses, with estimates of the acreage for each type of land use, the densities and/or intensities of development, and the general allocation of the densities and/or intensities of development to the various parts of the site.
- (j) Approximate arrangement of individual lots.
- (k) Approximate location and arrangement of all structures or outlines of areas within which buildings or structures may be located.
- (l) Preliminary elevations and/or perspective drawings of all typical proposed buildings or other structures, including proposed maximum heights and floor areas.
- (m) A general landscaping plan.
- (n) A general grading plan.

**Section 110.814.50 Optional Contents.** In addition to the required contents of a development agreement, as set forth in this article under "Contents of Preliminary Development Agreement", the development agreement may contain the provisions listed in this section.

- (a) **Key Dates.** A date upon which construction must commence and a date when the project or any phase of the project must be complete. If either date is specified, a process for extension of the date shall be included.

- (b) Financing. Terms and conditions relating to applicant financing of necessary public facilities with or without subsequent reimbursement over time.
- (c) Assignability. Restrictions on the assignability of the agreement by the applicant and, if assignable, provisions ensuring that the successor in interest assumes the obligations under the development agreement.
- (d) Minor Modifications. Provisions for minor modifications of the development agreement.
- (e) Other. Other terms and conditions related to the proposed project, including any of the materials required by Section 110.814.75 with the exception of the final site plan, which are mutually agreeable to the parties.

**Section 110.814.55 Planning Commission Review of Preliminary Development Agreement.**

The preliminary development agreement shall be reviewed by the Planning Commission and final action shall be taken by the Board of County Commissioners. Approval of a preliminary development agreement does not authorize development or the issuance of any building permits.

- (a) General Provisions. The Planning Commission shall conduct at least one (1) public hearing relative to the application within ninety (90) days from the date the complete application was accepted. Notice shall be provided as set forth in this article.
- (b) Time Period for Action. The Planning Commission may take action on the proposed development agreement at the conclusion of the public hearing, but shall take action no later than one hundred and eighty (180) days after the complete application was accepted. An extension of time for Planning Commission action may be granted if mutually agreed upon between the applicant and the Director of Development Review.
- (c) Failure to Act. Failure of the Planning Commission to hold a public hearing or take action within the time frames provided in Subsections (a) and (b) of this section shall constitute a recommendation of approval.
- (d) Planning Commission Action. Following the conclusion of the public hearing, the Planning Commission shall take one of the following actions:
  - (1) Recommend approval of the development agreement and accompanying plan;
  - (2) Recommend approval subject to specified conditions not included in the agreement and plan as submitted; or
  - (3) Deny approval of the development agreement and accompanying plan. Denial of either of these items shall constitute denial of the preliminary development agreement.
- (e) Findings. The recommendation of approval or the denial of the preliminary development agreement shall be accompanied by findings on the degree the development agreement or accompanying plan would or would not be in the public interest including, but not limited to, findings on the provisions of this subsection.

- (1) The extent to which the accompanying plan is consistent with the Comprehensive Plan policies and the area plan(s).
  - (2) The reasons why departures from Development Code regulations are or are not deemed to be in the public interest.
  - (3) The purpose, location and amount of the common open space in the proposed project, the reliability of the proposals for maintenance and conservation of the common open space, and the adequacy or inadequacy of the amount and purpose of the common open space as related to the proposed density and type of residential development.
  - (4) The physical design of the project and the manner in which the design does or does not make adequate provision for public services.
  - (5) The relationship, beneficial or adverse, of the proposed project to the neighborhood in which it is proposed to be established.
  - (6) In the case of a development agreement and accompanying plan which propose development over a period of years, the sufficiency of the terms and conditions intended to protect the interests of the public, residents and owners of the land subject to the development agreement in the integrity of the plan.
- (f) Effect of Planning Commission Denial. In the event the Planning Commission denies a preliminary development agreement, that action is final unless appealed to the Board of County Commissioners pursuant to this article.
- (g) Planning Commission Report. Within forty (40) days of the action by the Planning Commission, a report describing the discussion at the public hearing, and recommendation and vote of the Planning Commission, along with a copy of the preliminary development agreement, shall be transmitted to the Board of County Commissioners. If the Planning Commission does not recommend approval, it should state why it could not make the findings in Subsection (e) of this section.

**Section 110.814.60 Notice.** Notice for all public hearings required by this article shall be given in accordance with the provisions of this section.

- (a) Notice of Property Owners by Mail. A notice setting forth the time, place, purpose of hearing, and map or physical description of the land involved shall be sent by mail at least ten (10) days before the meeting to the following persons:
- (1) All owners of real property that are the subject of the development agreement;
  - (2) Advisory boards created by the Board of County Commissioners for the area in which the property that is the subject of the development agreement is located;
  - (3) All owners of real property within three hundred (300) feet of the property which is the subject of the development agreement;

- (4) All tenants of any mobile home park that is located within three hundred (300) feet of the property which is the subject of the development agreement; and
  - (5) All General Improvement Districts (GID) for the area in which the property that is the subject of the development agreement is located.
- (b) Number of Notices. If the number of notices sent pursuant to this section does not total thirty (30) or more, the County shall send out additional notices to make the total number at least thirty (30). These notices shall be sent to owners of real property that are closest to the property in question, not including those owners provided notice pursuant to Subsection (a) of this section.
- (c) Notice in the Newspaper. A notice setting forth the date, time and place of the public hearing shall be published in a newspaper of general circulation in Washoe County not less than ten (10) days prior to the public hearing date.

**Section 110.814.65 Appeal of Denial.** A denial action of the Planning Commission may be appealed in accordance with the provisions of this section.

- (a) Appeal Period. An appeal of the Planning Commission's denial of a preliminary development agreement may be made to the Board of County Commissioners within fifteen (15) days after the date of the decision. If the end of the appeal period falls on a non-business day, the appeal period shall be extended to include the next business day.
- (b) Who Can Appeal. Appeals may be filed by the Board of County Commissioners, applicant, or applicant's authorized agent.
- (c) Appeal by Applicant or Applicant's Agent. An appeal by the applicant or the applicant's authorized agent shall be filed with the Director of Development Review, accompanied by a filing fee. The appeal shall be in writing and state the basis of the appeal by citing the inadequacy of the findings made by the Planning Commission. Such reasons shall be based upon the evidence presented to the Planning Commission at the original hearing. Failure of the appellant to present such reasons shall be deemed cause for denial of the appeal.
- (d) Action on Appeal. The appeal of the Planning Commission's denial of a preliminary development agreement shall be processed pursuant to this article.

**Section 110.814.70 Action by Board.** The Board of County Commissioners shall review a preliminary development agreement in accordance with the provisions of this section.

- (a) Time Period for Hearing. The Clerk of the Board of County Commissioners shall schedule a public hearing before the Board of County Commissioners on the appeal of a denial or recommendation of approval by the Planning Commission within thirty (30) days of the filing of the appeal or receipt of the Planning Commission's action.
- (b) Notice of Hearing. The public hearing shall be noticed as required by this article.

- (c) Actions to be Taken by Board. The Board shall take action on the development agreement and accompanying plan provided, however, that the development agreement shall not be adopted prior to adoption of the accompanying plan and tentative subdivision map, if required.
- (d) Board of County Commissioners' Action.
- (1) If the Board of County Commissioners is considering an appeal from a denial of a preliminary development agreement, it may use the record and any additional evidence relative to the application and may confirm or reverse the denial based upon its interpretation of the findings required and the evidence submitted.
  - (2) If the Board of County Commissioners is considering a recommendation of approval, it may take action to approve the preliminary development agreement as recommended by the Planning Commission if no modification of the Planning Commission's recommendation is proposed.
  - (3) If the Board of County Commissioners proposes to modify the recommendation of approval from the Planning Commission, the proposed modification shall be referred to the Planning Commission for consideration. The Planning Commission shall not be required to hold a public hearing on the modification. The Planning Commission shall submit a report on the proposed modification to the Board of County Commissioners within ninety (90) days from the date of referral by the Board of County Commissioners. Failure to report shall be deemed a recommendation of approval. Prior to making a final decision, the Board of County Commissioners shall be required to conduct a public hearing and notice this hearing pursuant to this article.

**Section 110.814.75 Contents of Final Development Agreement.** The final development agreement shall include, but shall not be limited to, the information as required by this section. If a site plan was approved as part of the development agreement, the final development agreement shall consist of a final site plan which substantially complies with the adopted site plan. If a site plan was not included as part of the development agreement, a site plan prepared pursuant to this article shall be required. If any of the other information required by this section was adopted as part of the preliminary development agreement pursuant to this article, it shall be included in the final development agreement as approved therein.

- (a) Development Agreement. The development agreement as described in this article under "Contents of a Preliminary Development Agreement," and approved pursuant to this article under "Action by Board".
- (b) Legal Agreements. The substance of covenants, grants or easements, or other restrictions proposed to be imposed upon the use of the land, buildings and structures, including proposed easements or grants for public utilities approved pursuant to this article.
- (c) Plan. A final site plan that is consistent with the approved site plan or, if no site plan has been approved, an original site plan, either of which shall comply with the provisions of this article.

- (d) Installation and Maintenance. A program for the installation and maintenance of parking areas, lighting, landscaping, infrastructure, utilities and recreational facilities.
- (e) Open Space Resources. A program for the protection of open space resources.
- (f) Development Schedule. A development schedule indicating:
  - (1) The approximate date for the start of construction; and
  - (2) The phases, if any, in which the land subject to the development agreement will be built and the approximate dates for the completion of each phase.
- (g) Development Standards Handbook. A development standards handbook that provides development standards for the following:
  - (1) Architectural style;
  - (2) Energy supply and conservation;
  - (3) Land grading, erosion and flood control;
  - (4) Natural hazards;
  - (5) Fire protection, security services and medical services;
  - (6) Housing supply;
  - (7) Water supply, treatment, storage, conservation and reuse;
  - (8) Wastewater treatment;
  - (9) Maintenance and enhancement of air quality;
  - (10) Wildlife and fisheries preservation;
  - (11) Historic, cultural and archaeological resources preservation;
  - (12) Recreational amenities;
  - (13) Open space provision and maintenance;
  - (14) Financial assurances for the development of the property and provision of services;
  - (15) Phasing of development;
  - (16) Procedures for the implementation of the development standards and amendment of the development standards handbook;
  - (17) Documentation verifying the development agreement approval, including reductions of all maps/drawings approved by the Board of



County Commissioners as part of the approval of the preliminary development agreement; and

- (18) Such other information which may be required by the Director of Development Review.
- (h) Other. Any optional contents included in the preliminary development agreement pursuant to this article, and any additional material required pursuant to any terms or conditions of approval of the preliminary development agreement.

**Section 110.814.80 Approval Procedures for Final Development Agreement.** The final development agreement shall be approved in accordance with this section. In order to approve a final application, the Director of Development Review shall find that the final development agreement is in substantial compliance with the approved preliminary development agreement. If it is not in substantial compliance, the proposed final development agreement must be modified to bring it into compliance or the development agreement shall be amended pursuant to this article. The Director of Development Review shall find that the development agreement required in Section 110.814.80(a) is the same development agreement as approved pursuant to Section 110.814.70 and has not changed.

- (a) Application. An application for final development agreement approval may be submitted for all the land included in a development agreement or for a portion of the land, if so provided in the approved preliminary development agreement. The application must be completed and submitted to the Department of Development Review within the time limit established as part of the approval of the preliminary development agreement.
- (b) Process. The final development agreement shall be reviewed by the Director of Development Review and executed by the Board of County Commissioners. Any action by the Director of Development Review may be appealed pursuant to this article.
- (c) Plan in Substantial Compliance. If the applicant submits a final development agreement containing a site plan purporting to be in substantial compliance with the approved site plan, the Director of Development Review shall determine if it is in substantial compliance with the site plan in the approved preliminary development agreement. In making this determination, the following criteria shall be used to determine if the second site plan is in substantial compliance with the approved site plan:
  - (1) The proposed gross residential density or intensity of use is not changed;
  - (2) The proposed ratio of residential to nonresidential use is not changed;
  - (3) The area set aside for common open space is not reduced or the area is not substantially relocated;
  - (4) The floor area proposed for nonresidential use is not increased;
  - (5) The total ground area covered by buildings and the height of buildings is not increased; and

- (6) The plan provisions are consistent with the adopted preliminary development agreement.

**Section 110.814.85 Recordation of Approved Final Documents.** A final development agreement which has been given approval by the County shall be certified without delay by the County and filed in the Office of the County Recorder before any development occurs in accordance therewith. Upon recordation, the development agreement binds all parties and their successors in interest for the duration of the agreement.

**Section 110.814.90 Periodic Review.** The Director of Development Review shall cause the development agreement to be reviewed every twenty-four (24) months on the anniversary date of its adoption, until such time as the development is complete. A more frequent review may be undertaken at the direction of the Planning Commission or Board of County Commissioners.

- (a) **Good Faith Compliance.** As part of the review, the applicant or successor in interest shall be required to demonstrate good faith compliance with the terms of the development agreement.
- (b) **Termination or Modification.** If the County finds and determines, on the basis of substantial evidence, that the applicant or successor in interest has not complied in good faith with the terms and/or conditions of the development agreement, the County may take action to terminate or modify the development agreement.
- (1) Action to terminate or modify a development agreement may be initiated only by the Planning Commission or Board of County Commissioners.
- (2) No action to terminate or modify a development agreement shall be taken without a public hearing noticed pursuant to this article.

**Section 110.814.95 Amendment or Cancellation of Development Agreement.** A development agreement may be amended or canceled, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest, as set forth in this section.

- (a) **Notice of Intention.** Notice of intention to amend or cancel any portion of the development agreement must be published in a newspaper of general circulation in Washoe County.
- (b) **Approval of Amendment or Cancellation.** The Board of County Commissioners may approve an amendment to the development agreement by ordinance if the amendment is consistent with the Comprehensive Plan, including the area plans. The Board of County Commissioners may approve a cancellation of a development agreement if it determines that to do so is in the best interests of the County.
- (c) **Recordation of Amendment or Cancellation.** The original of the amendment or cancellation shall be certified without delay by the County and filed in the Office of the County Recorder.

WHEN RECORDED, RETURN TO:

Southwest Pointe Associates, L.L.C.  
c/o Robert M. Sader, Esq.  
462 Court Street  
Reno, Nevada 89501

**ARROWCREEK**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

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**EXHIBITS**

Subdivision Property Description ..... "A"  
Golf Course Property Description ..... "B"  
Commercial Center Property Description ..... "C"  
Development Agreement Site Plan ..... "D"  
Preliminary Report Of Title ..... "E"  
Phase I Site Plan ..... "F"

## ARROWCREEK

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made this \_\_\_\_ day of \_\_\_\_\_, 1997 by **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company ("Southwest Pointe"); and **BETTY ALYCE JONES, HELEN JEANE JONES, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The Nell J. Redfield Trust ("Redfield Trust"), hereinafter referred to collectively as "Declarant".

#### W I T N E S S E T H :

Whereas, Declarant holds title to certain real property in the County of Washoe ("County"), State of Nevada, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("the Subdivision").

Now therefore, Declarant hereby declares that all of the real property in the Subdivision, together with any and all improvements thereon and appurtenances thereunto, shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions. These covenants, conditions and restrictions ("Declaration") are for the purpose of protecting the value and desirability of the real property in the Subdivision. This Declaration shall inure to the benefit and bind all parties having any right, title or interest in the real property or any part thereof, their heirs, executors, administrators, successors and assigns.

Portions of this Declaration, specifically Articles I to III and VII to XIII, apply to and bind the Nonresidential Areas (as hereinafter defined), as specified in Article VII hereof. The Nonresidential Areas are currently owned by Declarant and are more particularly described on Exhibits "B" (Golf Course) and "C" (Commercial Center), attached hereto and incorporated herein. The boundary lines between the Nonresidential Areas and the Subdivision may be adjusted in the future on one or more occasions by mutual consent of Declarant and the affected owner of a Nonresidential Area. No such adjustment shall affect the rights and obligations of any party hereto or any lot owner, and the "Subdivision" and the "Nonresidential Areas" shall mean the real property so defined herein, as adjusted by such boundary line adjustments.

The provisions of this Declaration are intended to create mutual equitable servitudes upon each of the lots and parcels in the Subdivision and the Nonresidential Areas (as applicable) in favor of each and all other lots and parcels; to create reciprocal rights between the respective owners of all such lots and parcels; to create a privity of contract and estate between the grantees of such lots and parcels, their heirs, successors and assigns; and shall, as to the owner of each lot or parcel, its heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other lots and parcels in the Subdivision and Nonresidential Areas and their respective owners, present and future.

Southwest Pointe agrees to indemnify, defend and hold the Redfield Trust harmless from all liability for acts and omissions of Declarant hereunder assigned, assumed and performed by Southwest Pointe. Southwest Pointe and the Redfield Trust agree that at any time upon unilateral written notice by the Redfield Trust, the assignment of rights and assumption of obligations pursuant to this subsection 2 (h) of Article I shall terminate, effective upon recordation of said notice in the office of the Recorder of Washoe County, Nevada. No right to withdraw real estate is assigned or assumed, in any event, under this subsection 2 (h) of Article I, and Southwest Pointe and the Redfield Trust shall each have said right of withdrawal as to all or any portion of the real estate owned in fee simple by them.

## **ARTICLE I GENERAL PROVISIONS/COMPLIANCE WITH NRS CHAPTER 116**

**Section 1. Applicability.** This Declaration is made in compliance with the Uniform Common-Interest Ownership Act, Chapter 116 of the Nevada Revised Statutes (the "Act").

**Section 2. Definitions and Other Basic Provisions.** The following terms as used in this Declaration are defined as follows:

- a. "Assessment Threshold" means the date on which the obligation of each Owner for assessments, as provided in Article III of this Declaration, commences. The Assessment Threshold for the Nonresidential Areas shall be as provided in subsection 2 (ee) of this Section, and the Assessment Threshold for each lot shall be the earlier of the following:
  1. for all lots created by a particular final map within the Subdivision, the date the first lot acquired by a bona fide third party is deeded to that third party by the final map developer; or
  2. for each lot not created by a final map (if any), the date of issuance of a building permit for the single family dwelling.
- b. "Association" means ArrowCreek Homeowners Association, the property owners' association which is a Nevada nonprofit corporation.
- c. "Board" means the Board of Directors of the Association.
- d. "Builder" means any person who purchases one or more lots, but less than five contiguous lots in one transaction, for the purpose of construction of a dwelling and other improvements for later sale to homebuyers on parcels of land within the Subdivision." Tract Builder" means any person who purchases five or more contiguous lots in one transaction in order to construct dwellings thereon as a Subdivision tract.
- e. "Bylaws" means the Bylaws of the Association and "Articles" means the Articles of Incorporation of the Association.

- f. "Committee" means the ArrowCreek Design Review Committee.
- g. "Common Area" or "common elements" means all of the real property designated as such in this Declaration or pursuant to final maps recorded within the Subdivision; and all real property interests (e.g., fee title or easements) acquired by the Association, whether from Declarant or otherwise, together in each instance with all improvements which may at any time be located or constructed thereon and owned by the Association, including, but not limited to the following types of improvements in the Common Area: swim and tennis facility, fencing, recreational and community facilities, recreational vehicle parking area, lakes, parks, paths, sidewalks, trails, open space, fences, gates, gatehouses, signs, entry ways, drainage ways and drainage facilities, private streets and curbs, private security, lighting, snow removal and storage areas, landscaping, fire and fuelbreaks, golf cart crossings, residential parking areas and surface water retention areas.

As also specified in Article XII, Section 10, an area of the Subdivision of approximately 1,500 acres (or as otherwise approved by Washoe County) is required to be dedicated to an entity approved by the County as public open space. Upon said dedication, which will probably be conveyed incrementally as residential development occurs, areas so dedicated shall not be (or shall cease to be) Common Area and this Declaration shall be terminated as to such areas. Said dedication may be subject to conservation easements or covenants against uses which are not compatible with open space imposed by Declarant.

- h. "Declarant", when used herein, means collectively the Southwest Pointe and the Redfield Trust, unless an individual Declarant is specified. All rights and obligations of Declarant hereunder or pursuant to law are hereby assigned and assumed (except the right to withdraw real estate) by Southwest Pointe, including all voting power in the Association, all financial obligations and all requirements of consent and approval.
- i. "Declaration" means this Declaration and any future amendments hereto.
- j. "Equivalent Lots" shall define the allocated interests in the Association (voting power, assessment obligations and other rights and responsibilities) of the Nonresidential Areas Owners, as specified in subsection (ee) of this Section and Article VII, Section 2.

Equivalent Lots are created on the date the Assessment Threshold for each Nonresidential Area is reached (as specified in subsection (ee) of this Section), and prior to that date Nonresidential Areas Owners have no membership in the Association, nor any allocated interests.

- k. "Golf Course" means a 36 hole golf course adjacent to the Subdivision. The Golf Course includes all facilities located or operated on Exhibit "B", including without limitation the golf holes, driving range, cart paths, lakes and streams, clubhouse, restrooms, maintenance facilities, cart or caddy facilities, child care facilities, restaurants, parking lots and other recreational or ancillary facilities.
- l. "Improvements" means all buildings, outbuildings, garages, streets, roads, trails, pathways, driveways, parking areas, fences, retaining and other walls, decks, exterior air conditioning, signs, landscaping, light standards, antennae/satellite dishes, walls, tennis courts, swimming pools and any other structures of any type or kind.
- m. "Lot" means any single family lot shown on Exhibit "D", a tentative map or final map, and intended for improvement with a single family residence. The number and configuration of lots may change pursuant to the process of approval of tentative maps and final maps by Washoe County, or as otherwise specified herein.
- n. "Nonresidential Areas" when used herein shall mean collectively the Golf Course and the Commercial Center. "Nonresidential Area" shall mean either one of the two Nonresidential Areas.

Nonresidential Areas are not a part of the Subdivision, nor is any portion of the Nonresidential Areas also Common Area as defined herein. No right, title or interest whatsoever in the Nonresidential Areas is transferred to any Owner, or to any Lot, parcel or Common Area except through a separate and independent contract with the owner of each Nonresidential Area. The allocated interest and voting power of the Nonresidential Areas Owners shall be calculated and expressed as Equivalent Lots, as specified in Article VII, Section 2 and subsection (ee) of this Section. Owners of the Nonresidential Areas shall be referred to collectively as the "Nonresidential Areas Owners" and individually for each applicable Nonresidential Area as the "Course Owner" and "Commercial Center Owner", as the case may be.

- o. "Owner" means:
  - 1. Any person or legal entity, including Declarant, who holds fee simple title to any Lot within the Subdivision; or
  - 2. Any person or legal entity who has contracted to purchase fee title to a Lot pursuant to a written agreement recorded in the Washoe County, Nevada Recorder's Office, in which the seller under said agreement has transferred possession of the real estate subject to the purchase agreement to the purchaser under said agreement; or

3. Each Nonresidential Areas Owner, after that Nonresidential Area reaches its Assessment Threshold.

"Owner" does not include the Association. The term "Lot Owner" when used herein shall mean specifically the Owners of Lots, and not other Owners.

- p. "ArrowCreek" means the Southwest Pointe development project, as defined in that certain Final Development Agreement ("Final Development Agreement") dated July 23, 1996 (Washoe County Case No. DA9-1-93), which in large part is the Subdivision and the Nonresidential Areas.
- q. "Single Family Dwelling" means a residential structure, which dwelling is constructed on a Lot designated in this Declaration as a single family residential Lot.
- r. "Subdivision" means the real property described in Exhibit "A", development of which is regulated by Washoe County under the Final Development Agreement and other development approvals (special use permits, tentative maps) of Washoe County for ArrowCreek (under Chapter 278 of the Nevada Revised Statutes, the Washoe County Development Code and other laws and regulations), and residential real estate added to this Declaration pursuant to a development right. References to tentative maps and final maps refer to such maps under DA9-1-93, as amended, or said subsequent Washoe County approvals.

The following are other basic provisions:

- s. Except when not in conflict with a definition specified above in this Article, the terms used herein shall have the same meanings and definitions as are used in NRS Chapter 116.
- t. The name of the Subdivision shall be ArrowCreek Subdivision and the name of the association formed under Article II hereof to own and manage Common Area shall be ArrowCreek Homeowners Association ("Association"). The Subdivision is a planned community, as defined in NRS Chapter 116.
- u. The Subdivision is located entirely within Washoe County, Nevada.
- v. The real estate included in the Subdivision is described in Exhibit "A" and the Nonresidential Areas are described in Exhibits "B" and "C".
- w. The maximum number of units (Lots and Equivalent Lots) that Declarant has created by Final Development Agreement is 1090 Lots for single family dwellings complying with applicable Washoe County land use categories and the number of Equivalent Lots allocated to the Nonresidential Areas Owners

as specified in Article VIII, Section 2; however, more Lots may be created by parcel map, amendment to the Final Development Agreement or tentative map, if Washoe County so approves, and additional units may be created as otherwise specified herein. Lots may also be reduced by withdrawal of real estate or as otherwise specified herein.

- x. The depiction of the boundaries of each Lot created by the Declaration is described in the Site Plan (Exhibit "F" to the Final Development Agreement), as specified in Exhibit "D". Lot locations, Lot boundaries and the location and boundaries of Nonresidential Areas are subject to change.
- y. Real estate that is or must become common elements is described in the Final Development Agreement, excluding the equestrian center, which may not be built, and is nevertheless shown on Exhibit "D".
- z. Real estate may be allocated subsequently as limited common elements within areas of the Subdivision. Limited common elements may include gatehouses and entryways; recreation areas such as pools, tennis courts, community centers, playgrounds, clubhouses; and other uses defined herein for Common Area.
- aa. Declarant reserves all developmental rights and special declarant rights on real estate within the Subdivision, and on other real estate as provided below in this subsection, for a period of thirty (30) years from the date hereof, including without limitation, the rights:
  - 1. To create Lots or common elements, subdivide Lots or convert Lots into common elements, or withdraw real estate, within the Subdivision in all areas described on Exhibit "A" which are not subject to a recorded final map, and as otherwise specified herein, at any time within the term of this Declaration;
  - 2. To complete improvements indicated on plats and plans or in this Declaration on all areas described on Exhibit "A" at any time within the term of this Declaration;
  - 3. To exercise as a special declarant's right any development right reserved in subsections (aa) to (ee) of this subsection;
  - 4. To maintain sales offices, management offices, watchmen's quarters or security offices, construction offices, equipment and material storage areas, signs advertising the Subdivision or Nonresidential Areas, models, and to conduct other activities reasonably related to Subdivision development on all areas described on Exhibit "A" at any time within the term of this Declaration. The right of the Declarant to

decide the number, size, location and relocation thereof, shall be exercised in its sole discretion;

5. To use easements through the Subdivision, including common elements, for the purpose of making improvements within the Subdivision whether said easements exist now or are hereafter created, within the term of this Declaration;
  6. To make the Subdivision subject to a master association affecting all areas of Exhibit "A" at any time within the term of this Declaration;
  7. To merge or consolidate the Subdivision with another common-interest community on adjacent real property of the same form of Ownership at any time within the term of this Declaration; and
  8. To appoint or remove any officer of the Association or any member of its executive board during any period of Declarant's control (as hereinafter defined), affecting all areas described on Exhibit "A".
  9. To add real estate, and to exercise any developmental right or special declarant right (all of which are hereby reserved), consisting of any real property adjacent to the Subdivision.
  10. To not develop the following proposed amenities: the swim and tennis club; an equestrian center; and the Commercial Center, and instead to convert the areas of ArrowCreek designated for these uses to different uses of Declarant's choice, including but not limited to additional Lots.
- bb. As to any developmental right which may be exercised with regard to different parcels of real estate at different times:
1. Declarant makes no assurances regarding the boundaries of those parcels or the order in which those parcels may be subjected to the exercise of each development right; and
  2. Any developmental right exercised in any portion of the real estate subject to that developmental right does not require the exercise of that developmental right in any other portion of the remainder of the real estate.
- cc. There are no other conditions or limitations under which the rights described in subsection (aa) of this Section 2 may be exercised or will lapse.
- dd. Each of the 1090 Lots and Equivalent Lots described in Exhibit "B" shall have the following allocated interests:



1. A fraction or percentage of the common expenses of the Association equal to 1 divided by the total number of Lots and Equivalent Lots which have reached the Assessment Threshold. This allocation is established because during the phased construction of the Subdivision common expenses of the Association benefit fewer than all the Lots (i.e., the Lots which have dwellings capable of being occupied are benefitted by the expenses) and the Nonresidential Areas which are open for business and should be assessed exclusively against the Lots and Equivalent Lots benefitted; and
  2. One vote in the Association for each Lot, for a total of 1090 votes arising from Lots, plus one vote for each Equivalent Lot. The withdrawal of Lots by Declarant (election to create fewer than 1090 Lots) or other reduction of Lots does not affect the liability for common expenses of each remaining Lot and may increase the proportionate share of responsibility for common expenses of Lots and Equivalent Lots which have reached the Assessment Threshold; the withdrawal of real estate or reduction of Lots shall reduce the total number of votes in the Association by the number of Lots withdrawn or reduced, thereby changing the proportional voting power of each Lot accordingly.
- ee. The Nonresidential Areas shall have the allocated interests in common expenses and voting power provided in Section 2 of Article VII and their respective Assessment Thresholds shall be the date on which that Nonresidential Area is opened for business operation.
- ff. All restrictions on use and occupancy are stated in Articles IV, V and VI hereof.
- gg. The recording data where easements and licenses are recorded are contained in the records of the Washoe County Recorder, State of Nevada. Easements and other recorded matters are specified in Exhibit "E".

**Section 3. Lot Boundary Relocations.** Declarant may relocate boundaries:

- a. For Lots owned by Declarant or owned by another, with his consent, and subject to a recorded final map, by amendment to the final map, by parcel map or by boundary line adjustment pursuant to the procedures prescribed by Washoe County; or
- b. For Lots owned by Declarant and not delineated on a final map, by recordation of a final map delineating the Lots incorporating the boundary relocation.

- c. For Lots delineated on a final map, if two or more adjacent Lots are purchased by a person or developed by Declarant with the intent of constructing only one single family dwelling on the Lots, then upon notice of said intent to Association, said Lots shall be considered as one Lot for the purpose of allocated interests in voting and assessments under subsection (dd) of Section 2 of this Article.

**Section 4. Lot Subdivision.** A Lot not delineated on a final map may be subdivided into two or more Lots by Declarant at the time it is delineated on a final map, so long as each Lot in the Subdivision contains the minimum square footage required by tentative map and the total Lots in the Subdivision do not exceed 1090 (or additional Lots as allowed herein), without following the procedure prescribed in NRS 116.2113 and without any approval by the Association.

**Section 5. Modification.** The provisions of this Article I may not be modified, amended, terminated or abridged without the consent of Declarant.

## ARTICLE II ARROWCREEK HOMEOWNERS ASSOCIATION

**Section 1. Purpose.** The purpose of the Association shall be to:

- a. Own and maintain all easements and deeded real property for Common Area within the Subdivision; including without limitation the funding, operation and maintenance of the following common elements: recreational and community facilities; lakes; parks; paths; sidewalks; trails; open space; fences; landscaping; gates; gatehouses; signs; entry ways; drainage ways and drainage facilities; private streets and curbs; private security, recreational vehicle storage, snow removal and storage areas, landscaping, fire and fuelbreaks, golf cart crossings, residential parking areas, lighting, and surface water detention areas.
- b. Provide for removal of ice and snow from roads and parking areas owned by the Association at any time when such a condition may restrain access within the Subdivision. The Association shall either contract for snow and ice removal or acquire equipment and hire personnel to effect the provisions of this subsection. In the event that snow removal operations require exporting of snow or ice from roads or parking areas, said material may be exported outside the perimeter of the Subdivision to a suitable location, said material may be deposited within the perimeter of the Subdivision on an appropriate easement, open area or Common Area in such a manner as to not unreasonably restrict access or create a unreasonable hazard to any road, parking area or common walkway.
- c. Maintain controlled access at the entrance gate. Security personnel may be employed as deemed necessary by the Board.

- d. Enforce and administer any provisions of this Declaration pertaining to Association's rights, obligations, powers and duties as required by Washoe County; including, at a minimum but without limitation, the funding of the maintenance, replacement and perpetuation of the following Subdivision amenities, if and when constructed:
- (1) Private roads within the Subdivision.
  - (2) Swim and Tennis Club.
  - (3) Staffing of maintenance and security forces, if any.
  - (4) Common Area landscaping and lighting.
  - (5) Entrance gates.
  - (6) Snow removal and storage areas.
  - (7) Common Area landscaping including along private streets, or landscaping along Whites Creek Lane.
  - (8) Fire and fuelbreaks.
  - (9) Detention basins and the accumulated sediment.
  - (10) Equestrian/pedestrian trails.
  - (11) Bicycle and pedestrian paths.
  - (12) Golf cart crossings.
  - (13) Off-site residential parking areas.

The Association shall have no other purpose than those specified herein, and shall expressly be prohibited from representing the Owners and residents of Lots within the Subdivision on issues of land use, planning, municipal annexation, master plan amendments, growth, area development or similar matters.

The Association shall purchase any and all equipment, materials and supplies necessary to undertake its duties imposed by this Declaration, its Articles and By-Laws. The Association may purchase any equipment, materials and supplies from the Declarant provided the purchase price shall be the fair market value thereof.

The Association may, but shall not be obligated, to maintain or support certain activities within the Subdivision designed to make the Subdivision safer than it otherwise might be. Neither the Association nor the Declarant shall in any way be considered insurers or guarantors of security within the Subdivision, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system, security personnel or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants that the Association and the Declarant, are not insurers or liable to persons living in or visiting the Subdivision for conduct resulting from acts of third parties.

**Section 2. Formation and Management Under Article 3 of NRS Chapter 116.**

The Association shall be a nonprofit Nevada corporation formed under Chapter 82 of the Nevada Revised Statutes. The Association is not authorized to have and shall not issue any capital

stock. Not later than the date of recordation of this Declaration, Declarant shall cause the Articles of Incorporation to be filed with the Nevada Secretary of State. The Association shall be charged with the duties and invested with the powers set forth in the Articles, Bylaws, and this Declaration.

**Section 3. Association Powers and Membership.** The Association shall have all powers enumerated in NRS 116.3102 which do not conflict or are not inconsistent with the Section 1 of this Article. All Lot Owners in the Subdivision, and all Nonresidential Areas Owners who have Equivalent Lots shall be members.

**Section 4. Officers and Members of Board.** The governing body of the Association shall be called the Executive Board, the Board of Directors or the Board (all of which names shall refer to the same entity). The Board may act in all instances on behalf of the Association, subject to the provisions of this Declaration, the Association Articles, the Bylaws and the applicable provisions of Nevada law.

**Section 5. Declarant Control.** Subject to the provisions of NRS 116.31032 and during the maximum time period stated in NRS 116.31032, Declarant shall control the Association. During this period, Declarant, or persons designated by it, may appoint or remove the officers and members of the Board.

**Section 6. Budget.** The Board shall adopt a proposed budget for each calendar year based on the projected common expenses of the Association, which shall include a reasonable reserve. Within 30 days after adoption of any proposed budget for the Association, the Board shall provide a summary of the budget to the Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than 14 nor more than 30 days after mailing of the summary. Unless at that meeting 75% of all voting power of Owners rejects the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board (NRS 116.3103(3)).

**Section 7. Title to Common Area.** Within sixty (60) days of recordation of a final map for each phase of the Subdivision, the developer of the final map shall deed to Association all its right, title and interest to the easements for the Common Area designated by the final map, if the final map does not itself create said easements. Within one (1) year of recordation of a final map for each phase of the Subdivision, the developer of the final map shall deed to Association all its right, title and interest in fee ownership of Common Area delineated within the final map to be owned in fee by the Association. All land not within a Lot in the Subdivision and not dedicated to a public entity or utility purveyor shall be Common Area. No portion of the Nonresidential Areas shall be Common Area.

**Section 8. Meetings.** A meeting of Owners with voting power in the Association must be held at least once each year, or as otherwise specified by law. Special meetings of the Association may be called by the president, a majority of the Board or by Owners having twenty (20%) percent, or any lower percentage specified in the Bylaws, of the voting power in the Association. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Lot or to any other mailing address designated in writing by Owners.

The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to this Declaration or Bylaws, any budgetary changes and any proposal to remove an officer or member of the Executive Board (NRS 116.3108).

**Section 9. Quorums and Voting.** Quorums and voting at meetings shall be as specified in NRS 116.3109 and 116.3110, and as provided in the Bylaws. Only Owners of Lots and Equivalent Lots have voting power. Lessees of Lots may not, except by written proxy as specified in NRS 116.3110, exercise voting power.

**Section 10. Transfer of Voting Power.** Voting power in the Association is vested in each person or entity who owns a Lot or Equivalent Lot, and shall be appurtenant to the Lot or Nonresidential Areas (as the case may be), and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except on a transfer of title to such real estate, and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title or interest shall be operate automatically to transfer the appurtenant membership rights and obligations in the Association to the new Owner. Immediately after any transfer of title, either the transferring Owner or the acquiring Owner shall give notice to the Association of such transfer, including the name and address of the acquiring Owner and the date of transfer.

**Section 11. Inspection of Association Books and Records.** Any membership registers, financial and accounting records, and minutes of meetings of the Association, the Board, and committees of the Board, shall be made available for inspection and copying by any Owner, or his duly appointed representative, or any beneficiary of a deed of trust encumbering real estate in the Subdivision or Nonresidential Areas, at any reasonable time and for a purpose reasonably related to the affairs of the Association, at the office of the Association or at such other place as the Board prescribes. The Association may charge a reasonable fee for any copies made at an Owner's request.

**Section 12. Ownership of Common Area.** Owners and the Association shall make no attempt to divert or alter the platted configuration of any Common Area or change the equal voting power, as defined herein, of Owners, except as otherwise provided herein.

**Section 13. Notices.** All notices hereunder to the Association or its Board shall be sent by registered or certified mail to the Board at such places as the Board may designate from time to time by notice in writing to all members. All notices to any Owner shall be hand delivered or sent prepaid by mail to Lots improved by single family residences or to such other address as may be designated by an Owner from time to time, in writing, to the Board. All notices to other interested persons shall be mailed to such address as such person shall designate in writing to the Board. All notices shall be deemed to have been given when mailed or hand delivered except notices of change of address, which shall be deemed to have been given when received, unless as otherwise provided herein.

**Section 14. Insurance.** The insurance requirements and provisions of NRS 116.3113-116.31138 shall be complied with by the Association and shall be common expenses.

**Section 15. Fines.** The Association shall have the power to levy fines and other charges against Owners, as a monetary penalty and to reimburse the Association for the costs of enforcement

of any provisions of this Declaration, for the violation of any provisions of Articles IV, V and VI, including the violation of any rules or regulations promulgated by the Board or the Committee, and violations of Design Guidelines.

**Section 16. Rules and Regulations.** The Board may promulgate rules and regulations which elaborate on or add to the provisions of Article IV without first obtaining membership approval or consent.

**Section 17. Other CC & R's and Associations.** Nothing contained herein shall prohibit or impair the recordation of additional or supplemental covenants, conditions and restrictions (and the establishing of one or more homeowners associations related thereto) which apply to only a portion of the Subdivision, in order to establish rights and obligations regarding limited common elements allowed pursuant to Subsection 2(z) of Article I; provided all Owners subject thereto consent, and provided further that any conflict between the provisions of additional or supplemental covenants, conditions and restrictions and this Declaration shall be governed by the provisions hereof.

### ARTICLE III ASSESSMENTS

**Section 1. Agreement to Pay.** Declarant, for each Lot owned by it in the Subdivision and each Equivalent Lot in the Nonresidential Areas that is expressly made subject to assessment as set forth in this Declaration, and each Owner, by his acceptance of a deed for each Lot owned, covenants and agrees to pay to the Association such regular and special assessments as are established, made, and collected as provided in this Declaration. An Owner shall not be assessed for common expenses unless the Assessment Threshold for his real estate is reached. A Lot Owner shall nevertheless have all voting rights and other rights incident thereto as provided in this Declaration, the Articles and the Bylaws. Transfer fees, fines and all other sums charged or levied by the Association to an Owner pursuant to the provisions of this Declaration shall be deemed assessments for purposes of this Article.

**Section 2. Personal Obligations.** Each assessment, together with any late charge, interest, collection costs, and reasonable attorneys' fees, shall be the personal obligation of the person or entity who was an Owner subject to the assessment at the time such assessment or installment became due and payable. If more than one person or entity was the Owner, the personal obligation to pay such assessment or installment respecting such real estate shall be both joint and several. Subject to the provisions of Article IX, Section 2, a purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid assessments against the real estate without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by abandonment of his real estate.

**Section 3. Purpose and Amount of Assessments.** The assessments levied by the Association shall be determined by the Board and shall be the amount estimated to be required, on an annual basis, and shall be used exclusively, to promote the Association purposes specified in Article II, Section 1 for the performance of the duties of the Association as set forth in this

Declaration, and for the repair, maintenance and upkeep of Association property. Funds held by the Association shall be held, to the extent possible, in interest-bearing accounts.

**Section 4. Annual Assessments.** Not less than sixty (60) days before the beginning of each calendar year of the Association, the Board shall meet for the purpose of preparing the proposed operating statement or budget for the forthcoming calendar year (the calendar year shall be the fiscal year unless the Board specifies otherwise), and establishing the annual assessment for the forthcoming calendar year, subject to the power of disapproval of the Lot Owners, as specified in Section 6 of Article II; provided, however, the Board may not establish an annual assessment amount per Lot or Equivalent Lot for any calendar year which increases by more than fifteen (15) percent over the annual assessment per Lot or Equivalent Lot of the prior year (except the first such year if it should be less than twelve (12) months), without the approval by vote or written consent of Owners holding a majority of the voting rights.

**Section 5. Special Assessments.** If the Board of Directors determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a given fiscal year is or will become inadequate to meet expenses for any reason, including, but not limited to, delinquencies in the payment of assessments, then the Board shall determine the approximate amount necessary to defray such expenses; and if the amount is approved by a majority vote of the Board, it shall become a special assessment; provided, however, the Board may not approve one or more special assessments in any calendar year which in the aggregate exceed fifteen (15) percent of the annual assessment per Lot for that calendar year, without the approval by vote or written consent of Owners holding a majority of the voting rights. The Board may, in its discretion, prorate such special assessment over the remaining months of the fiscal year or levy the assessment immediately against each Lot Owner. Additionally, the Association shall have the power to incur expenses for maintenance and repair of the improvements on any Lot and for other costs of remedying violations of provisions of this Declaration, when an Owner is in violation of provisions of this Declaration, provided the Lot Owner has failed or refused to cure the violation within thirty (30) days after written notice of the necessity of such cure has been delivered by the Board to such Lot Owner, or to commence to cure the violation within such thirty (30) day period, and diligently pursue the same to completion within a reasonable time thereafter, if more than thirty (30) days is reasonably required to cure. The Board shall levy a special assessment against an Owner to pay for all costs the Association incurs to enforce provisions of the Declaration caused by the conduct of an Owner in violation hereof.

**Section 6. Uniform Rate of Assessment.** Except for assessments related to limited common elements, or as otherwise specifically provided in this Declaration bylaw, annual and special assessments of the Association must be fixed at a uniform rate for all real estate subject to assessments.

**Section 7. Assessment Period.** The annual assessment period shall commence on January 1 of each year and shall terminate on December 31 of such year; and annual assessments shall be payable in advance monthly unless the Board adopts some other basis for collection. However, the initial annual assessment for each Lot shall be prorated for the calendar year in which the assessment becomes due and, if possible, shall be paid in escrow on the purchase of the Lot.

**Section 8. Notice of Assessments; Time for Payment.** The Association may, in its discretion, give written notice of assessments to each Owner, which notice shall specify the amount of the assessment and the date or dates of payment of the same. No payment shall be due fewer than fifteen (15) days after such written notice has been given. Each delinquent assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due together with a late charge of TWENTY-FIVE DOLLARS AND NO/100 (\$25.00) for each delinquent installment. An assessment payment is delinquent if not paid within thirty (30) days after its due date. Failure of the Association to give notice of the assessment shall not affect the liability of the Owner for such assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given.

**Section 9. Statement of Account.** Upon payment of a reasonable fee, and upon written request of any Owner or any beneficiary of a deed of trust, prospective beneficiary, or prospective purchaser of Lots or Nonresidential Areas, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such real estate, the amount of the current periodic assessment, transfer fees, and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within thirty (30) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a deed of trust of the requesting beneficiary which acquired its interest subsequent to requesting such statement.

**Section 10. Collection of Assessments.** The right to collect and enforce assessments is vested in the Board acting for and on behalf of the Association. The Board of Directors or its authorized representative, including any manager, can enforce the obligations of the Owners to pay assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity; or the Board may enforce assessments by judicial proceedings or, to the extent permitted by NRS Chapter 116, through the exercise of the power of sale granted to the Board. Suit to recover a money judgment against an Owner for unpaid assessments together with all other amounts allowed by law or described in this Article shall be maintainable without first foreclosing against the real estate subject to the lien for such assessment or waiving the lien rights granted hereby.

**Section 11. Lien for Assessments; Priority.** All sums assessed pursuant to this Article, together with interest, fees, charges, fines and other expenses allowed by law shall be secured by a lien on Lots and Nonresidential Areas in favor of the Association as provided in NRS Chapter 116.

**Section 12. Exempt Property.** The following property shall be exempt from payment of assessments:

- (a) all Common Areas;
- (b) any property dedicated to and accepted by any government authority or public utility (including easements); and



- (c) all Lots and Nonresidential Areas not subject to assessments pursuant to Subsection 2.(a) of Article I.

**Section 13. Suspension of Owner's Rights.** The Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership, including voting rights, to any Owner or to any person claiming under said Owner unless or until all assessments due on an Owner's real estate have been brought current, provided the Association complies with the provisions of Section 2 of Article XIII.

**Section 14. Fiscal Year.** The Board may adopt a fiscal year other than the calendar year.

**Section 15. Transfer Fees.** Each time a Lot subject to a final map in the Subdivision transfers ownership, a transfer fee shall be charged to the transferee by the Association. The initial transfer fee for each Lot shall be \$100.00, but the Board may set a different fee of uniform application to all Lots. Those transfers exempted from transfer tax under Nevada Revised Statutes 375.090 shall also be exempt from the Association transfer fee; and bulk transfers of five (5) or more lots at one time to a single entity shall also be exempt from the transfer fee.

#### **ARTICLE IV PROPERTY USAGE**

As more particularly specified in Article X, Section 2, Declarant is exempted from the provisions of this Article IV. Otherwise, all uses within the Subdivision shall comply with the conditions and restrictions of this Article IV.

**Section 1. Single-Family Only.** Except as provided in Section 2 of this Article, only single-family dwelling units used solely for residential purposes, including private garages used in connection with said residences, together with guest or servants' quarters and other outbuildings, only as expressly provided hereinafter, shall be permitted. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption, or marriage living with not more than two persons who are not so related as a single household unit, or no more than three persons who are not so related living together as a single household unit, and the household employees of either such household unit.

**Section 2. Business or Commercial Uses.** All business, trade, commercial garage sale, moving sale, rummage sale, or similar activity is prohibited, except that a Lot Owner or lessee may conduct business activities on a Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the outside the Lot; (b) the business activity conforms to all zoning requirements and other applicable laws for the Subdivision; (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees, or door-to-door or telephone solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board.

**Section 3. No Group Homes.** No residence in the Subdivision may be used for a public boarding house, home for a group of unrelated persons operated or financed by a public or private institution, sanitarium, hospital, asylum, or institution of any kindred nature, or any use not permitted by local law.

**Section 4. Corner Lot View Obstruction.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 8 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a round property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 5. No Interference with Drainage.** Each Lot Owner agrees that he will accept the burden of, and not in any way interfere with, the established drainage pattern over his Lot from adjoining or other Lots in the Subdivision, or, in the event it is necessary to change the established drainage, that he will make adequate provisions for proper drainage over his Lot. No structure or other material shall be placed or permitted to remain which may damage, interfere with, obstruct, or retard the flow of water through drainage channels, or which may change the direction of flow of such channels. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of a Lot, including, if applicable, the landscaping of each Lot.

**Section 6. Slope Stabilization.** Each Lot Owner agrees that in the event any slopes located on his Lot have been planted to comply with local government or Committee requirements for stabilization of said slope or slopes, the Owner shall adequately water and continuously maintain said slope or slopes.

**Section 7. Maintenance of Fences and Walls.** Each Lot Owner upon which all or a portion of a wall or fence may be located, agrees at all times to maintain, paint or repair said wall or fence, unless the Association has assumed responsibility for maintenance as provided in Subsection 1(b) of Article VIII.

**Section 8. New Structures Only.** No existing, used, constructed, or partially constructed structure of any type or nature shall be moved from another place to the Subdivision for any purpose whatsoever.

**Section 9. Square Footage Minimums.** Except on Lots of a Tract Builder, no principal residential dwelling shall be constructed or maintained upon any parcel or Lot which shall have a total floor area of less than 2,400 square feet, exclusive of porches, patios, attached and detached garages, outbuildings, breezeways or walks. Detached servants' quarters and guest quarters, as defined below, shall have a ground floor area of not more than 1,500 square feet, and such servants' quarters and guest quarters cannot be occupied until the principal residential dwelling is completed and occupied.

**Section 10. Restriction on Number of Dwellings.** No building, structure or improvements shall be constructed, erected, altered, placed or permitted to remain on any Lot other than one (1) dwelling designed for principal residential occupation for not more than one (1) family, together with such related outbuildings and facilities pertinent to said single family residential use. The words "related outbuildings and facilities" shall include one additional dwelling for servants' quarters and one additional dwelling for guest quarters, subject to approval of the Committee.

**Section 11. No Water Pollution.** No use on any of the property described herein shall be allowed which in any manner or for any purpose would result in the drainage or dumping of any refuse, sewage or other material which might tend to pollute surface or subterranean waters.

**Section 12. No Garbage/Trash Receptacles.** No garbage, refuse, rubbish or obnoxious or offensive material shall be permitted to accumulate, be dumped or buried on any Lots, and Lot Owners shall cause garbage and other like material to be disposed of by and in accordance with accepted sanitary practice. Trash receptacles shall be kept hidden from public view at all times, except when placed out for collection. Trash for collection may be placed on the street right of way line for a period not to exceed twelve (12) hours prior and subsequent to the collection service pick-up time. The Association may designate an area at the intersection of a street with a common driveway (i.e., a driveway which serves more than one (1) Lot), which area may be within the street right-of-way or on a Lot, for the placement of trash receptacles for collection.

**Section 13. Repair of Damaged Structures.** No building or garage damaged by fire or otherwise damaged so that it becomes unsightly shall be permitted to remain on any Lot. Such structures shall either be promptly rebuilt, refinished, or torn down and removed, and in no case shall the unsightly damage remain longer than three (3) months. Any tear down or removal must have Committee approval.

**Section 14. Nuisances.** No use of any Lot or structure subject to this Declaration shall annoy or adversely affect the use, value, occupation, and enjoyment of any adjoining Lot or of residences in the Subdivision in general. No noxious, offensive or disturbing activity of any kind shall be permitted.

**Section 15. Excavation Restrictions.** No excavating or drilling for minerals, stone, gravel, oil or other hydrocarbons, or earth shall be made upon any Lot other than excavation for necessary construction purposes relating to dwelling units, retaining and perimeter walls, landscaping outbuildings and pools, contouring, shaping, fencing or generally improving any Lot.

**Section 16. Paints and Finishes.** The exterior portions of all houses, buildings, and structures erected or constructed on a Lot shall be painted with a finish coat of varnish, stain or paint approved by the Committee within thirty (30) days after completion or before occupancy. At no time will the exterior of any houses, building structures and fences be allowed to approach a state of aesthetic deterioration such that they become a visual nuisance. Repainting or restaining interior or exterior surfaces with the same color paint or stain shall not require approval of the Committee.

**Section 17. Storage Restrictions.** The storage of tools, household effects, inoperable vehicles, machinery and machinery parts, empty or filled containers of trash or other materials, boxes

or bags, trash, materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from public view.

**Section 18. Prohibition on Clothes Lines.** No exterior clothes line shall be installed on any Lot, or any portion of the Lot, unless completely concealed from view.

**Section 19. Sign and Flag Restrictions.** No sign, flag or billboard of any kind shall be displayed to the public view on any portion of any Lot, except a sign and sign location approved by the Committee, and provided further that one U.S. and one state flag no larger than 3' by 5' each may be displayed on each Lot on holidays without approval of the Committee. No freestanding flagpoles shall be allowed on any Lot.

All residences shall have a designated Lot number that is easily viewable from the road of such design that is consistent with the community and approved by the Committee.

Signs not meeting the standards of size, color and other specifications set forth by the Committee, or signs and flags not approved by the Committee may be removed by the Association from the premises where displayed. Removed signs will be held for fourteen (14) days in the administrative office of the Association to be claimed by the Lot Owner, after which time period they may be destroyed.

**Section 20. Garage Requirements.** Every single family dwelling unit constructed shall have on the same Lot enough enclosed automobile storage space for at least two (2) automobiles. Carports are prohibited. Garage doors shall be closed at all times except when entering or exiting the garage or cleaning the garage.

**Section 21. Separation of Ownerships.** No Lot may be subject to a deed, conveyance, agreement or other document which would effect or cause a separation into different ownerships of surface and subsurface rights, or any portion thereof. Nothing herein shall prevent the dedication or conveyance of all or a portion of any Lot for use by the public utilities or as a street, in which event the remaining portion of said Lot shall for the purpose of this provision be treated as a whole Lot.

**Section 22. No Occupancy without C of O.** No building, any part of which is designed for dwelling purposes, shall be in any manner occupied while in the course of original construction or until it is completed and the building has received a certificate of occupancy from the applicable government agency.

**Section 23. No Violation of Law.** Nothing shall be permitted to occur on a Lot which violates any law, ordinance, statute, rule or regulation of any local, county, state or federal entity.

**Section 24. Fire Control Maintenance.** Each Lot Owner shall be responsible for the maintenance of any fire fuel modification areas and firebreak areas located on the Lot, such as removal of certain trees, dead limbs and other dead vegetation. All barbeque appliances must be lidded. Minimum defensible space requirements of Washoe County and, if applicable, of the Nevada State Department of Forestry, shall be maintained.

**Section 25. Weeds.** No weeds, uncultivated, diseased or infected vegetation of any kind or character shall be placed or permitted to grow upon any Lot or portion thereof.

**Section 26. Subdividing and Land Use.** Except as otherwise provided herein, regardless of any action of any governmental agency, no Lot may be divided, subdivided or resubdivided to a size less than the size of the Lot created by a final map except by Declarant. The zoning and use of any of the Lots in the Subdivision may not be changed and amended to multiple residential use or commercial use.

**Section 27. Paved Surface Requirements.** All driveways, walkways, parking areas and other areas of similar nature shall be paved with a suitable "all-weather" material approved by the Committee such as asphalt, concrete, paving stones, bomanite, brick or other materials approved by the Committee, within thirty (30) days of the completion of construction of the principal residence. Gravel or loose rock is prohibited.

**Section 28. Parking and Storage of Vehicles.** Storage of trailers, campers, boats, recreational vehicles, machinery and motor vehicles, whether they are operative, under repair, junk, inoperative, or unlicensed, or other similar type objects, shall only be permitted on Lots if kept in a fully enclosed garage or if completely screened from view, except that this provision does not preclude operable, licensed passenger vehicles or trucks of up to one (1) ton in capacity which are routinely in use from being parked in private driveways. The intent of this Section is to allow only for the loading and unloading of trailers, campers, boats and recreational vehicles in public view on a Lot and out of a garage. Parking of any vehicle on a street is not allowed, except for collector streets with a minimum right-of-way width of 120 feet, where parking is only allowed during special events.

**Section 29. Water Usage/Landscaping Restrictions.** In order to conserve water usage on Subdivision Lots, the following restrictions shall apply to all Lots:

- a. Automatic sprinkler and irrigation systems shall be required for all Lot landscaping;
- b. The total square footage of turf area on any Lot shall not exceed 20% of the total square footage of the Lot minus the area of the building structures (e.g., main dwelling, garages, porches, gazebos, decks) and the driveway; but, in no event shall the turf area exceed 3,500 square feet. For example, if the Lot is 15,000 square feet in gross area and the combined building areas and driveway cover 5,000 square feet, then only 20% of the remaining 10,000 square feet (i.e., 2,000 square feet) is allowed to be turf; and
- c. Lots with gross areas of 20,000 square feet or more shall maintain in native vegetation a percentage of the total square footage of Lot minus the area of building structures (e.g., main dwelling, garages, porches, gazebos, decks) and the driveway, as follows:

- 20,000 - 30,000 sq. ft. 20%
- 30,000 - 40,000 sq. ft., 30%
- over 40,000 sq. ft. 40%

Permanent irrigation in these native vegetation areas shall not be allowed. Temporary irrigation to allow the plantings to become established is permitted.

- d. In addition to the criteria specified in subsections a, b, and c of this Section, the maximum total square footage of permanently irrigated landscaped area, including turf, shall be:

<u>Lot Size</u>	<u>Area of Irrigated Landscaping</u>
- Less than 20,000 sq. ft.	10,000 sq. ft.
- 20,000- 29,999 sq. ft.	15,000 sq. ft.
- 30,000+ sq. ft.	20,000 sq. ft.

**Section 30. Completion of Construction.** Construction of any improvement, once commenced, shall be pursued diligently to completion. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days, or which have been partially or totally destroyed and not rebuilt within a reasonable period, shall be deemed nuisances. Declarant or the Association may remove any such nuisance or repair or complete the same at the cost of the Owner provided the Lot Owner has not commenced required work within fourteen (14) days from the date the Association or the Declarant posts a notice to commence such work upon the property and mails a copy of such notice to the Lot Owner at the address appearing on the books of the Association. Such notice shall state the steps to be taken to eliminate the nuisance. Costs of the work shall be added to and become part of the assessments to which the Lot is subject. The Association and Declarant, or any of their agents, employees or contractors, shall not be liable for any damage which may result from any work performed, nor shall the Association or Declarant, or any of their agents or employees, be liable for any failure to exercise the right to so perform such work on any parcel or Lot.

**Section 31. Maintenance of Lots.** All Lots whether vacant or improved, occupied or unoccupied, shall be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association or the Declarant shall have the right, after giving thirty (30) days written notice in like manner as above set forth in Section 30 above, through their agents and employees, to undertake such work as may be necessary and desirable to remedy the unsightly, unsanitary or hazardous condition, the cost of which shall be added to and become a part of assessment to which such Lot is subject. The Board and the Declarant have sole discretion to determine what is unsightly or unsanitary. Neither the Association nor the Declarant, nor any of their agents, employees or contractors, shall be liable for any damage which may result from any maintenance work so performed nor shall the Association or the Declarant, nor any of their agents or employees be liable for any failure to exercise the right to so maintain any Lot.

**Section 32. Dead Vegetation and Dead Limbs.** Except as provided in Section 24 of this Article, within six (6) months of completion of the main single family dwelling, each Lot Owner shall remove all dead trees, dead limbs and any dead vegetation that remain on a Lot, unless the Committee decides some or all of the removal is not necessary.

**Section 33. Disposal of Sanitary Waste.** All permanent plumbing fixtures, including dishwashers, toilets or garbage disposal systems shall be connected to the sanitary sewer system in the Subdivision.

**Section 34. Fences and Obstructions.** The following general fencing guidelines shall apply. All front yard property lines from single family dwellings to the street shall be kept free and open, except courtyards may be allowed at the discretion of the Committee. Any fencing allowed shall consist of materials determined by the Committee and at locations approved by the Committee. The Declarant may construct a Subdivision boundary fence or Lot boundary fence around all or any part of the Subdivision or the Golf Course. This perimeter fence shall not be removed, replaced or changed in any way by Lot Owners. Nothing herein contained shall prevent necessary erection of retaining walls required by topography and approved by the Committee.

No fence, wall, hedge, tree, plant, shrub, lawn, or foliage shall be planted, kept or maintained by the Lot Owner in such a manner as to create a potential hazard or any aesthetically unsatisfactory appearance on the Lot, as determined by the Committee. No fence, structural improvement, wall, hedge, tree, shrub, planting or other obstruction to vision shall be more than two (2) feet higher than curb level within twenty-five (25) feet of the intersection of any two (2) streets on any corner Lot.

**Section 35. Animals/Equestrian Traffic.** No animals (excluding fish) or fowl, including without limitation, horses (except as specified below in this section), cows, sheep, goats, pigs, chickens, and exotic pets, except for no more than four (4) usual household pets of a species (e.g., dogs, cats, small birds, hamsters, turtles, frogs, lizards, gerbils, nonpoisonous snakes) shall be allowed or maintained on any Lot. The permitted pets shall be kept, bred, or raised solely as household pets for private use and not for commercial purposes. No animal or fowl shall be allowed to make an unreasonably loud noises or shall otherwise be allowed to be a nuisance. No animal shall be permitted out of a structure on a Lot unless in a fenced enclosure, nor permitted off a Lot unless such animal is under the control of a person by means of a leash or other reasonable physical restraint. No pets shall be kept upon a Lot until such time as a certificate of occupancy has been issued for the dwelling on the Lot and adequate provisions approved by the Committee have been made for confining such pets to the Lot. No dog houses or dog runs are allowed on any Lot, unless such dog houses or dog runs are screened from view by landscaping or fencing and approved by the Committee. Upon request of a Lot Owner, the Committee, in its sole discretion, shall determine for the purposes of this Section whether a particular animal or fowl shall be considered as a permitted pet, whether it is a nuisance, or whether the number of animals or fowl on any Lot is reasonable.

Horses may be allowed on certain Lots within the Subdivision, but only if so designated by the Committee. Any said Lots so designated for horses must be at least one (1) acre in size. All plans for improvements for the keeping of horses (e.g., barns, paddocks, arenas, stalls, corrals) must be approved by the Committee. Equestrian traffic shall be allowed on public trails. Subject to rules and

restrictions by the Associations, equestrian traffic may be also allowed on private trails and open space.

**Section 36. Antennae/Exterior Or Roof-Mounted Equipment.** Television antennae and satellite dishes over 18 inches in diameter, and antennae for shortwave or ham radio installations, will not be installed or permitted on any Lot unless totally screened from public view from all neighboring Lots, Common Areas or the Golf Course. No air conditioning units, ducting or other equipment (except antennae and satellite dishes as allowed under this Section) shall be mounted on any roof, or on the front exterior wall or windows of a dwelling. Any such equipment mounted on side or rear exterior walls or windows must be screened from view and approved by the Committee.

**Section 37. Pools, Sports and Play Equipment.** No above-grade swimming or wading pools, trampolines, other sports apparatus, swingsets, or children's play equipment may be placed, installed, erected, or attached to any structure in the Subdivision unless such apparatus is approved by the Committee. In addition, bicycles, toys and childrens' play equipment, motorcycles, ATV's, snowmobiles, and similar vehicles must be garaged or parked in an enclosure or fenced in a manner to be hidden from public view when not in use.

**Section 38. Defacing of Common Area.** No tree, shrub, other landscaping or improvement within a Common Area shall be defaced or removed except at the express direction of the Association.

**Section 39. Limited Access.** There shall be no access to any Lot or parcel on the perimeter of the Subdivision except from designated streets or roads as shown on recorded final maps of the Subdivision, unless prior written approval is obtained from the Association.

**Section 40. No Nonresidential Areas Access.** Except as otherwise expressly provided in this Declaration, all access to the Nonresidential Areas from any Lot or the Common Area is prohibited for any purpose, whether it be jogging, walking, playing golf or otherwise, without the consent of an affected Nonresidential Areas Owner.

**Section 41. Operation of Motor Vehicles.** Except for authorized maintenance vehicles, no motor vehicle shall be operated in any area within the Subdivision except on a street or driveway. All speed limit and other traffic control signs erected within the Subdivision shall be observed at all times. Motorized vehicles except authorized maintenance vehicles or emergency vehicles are specifically prohibited on all open space, paths, trails, walkways or Common Areas (except streets or parking areas).

**Section 42. Landscaping.** Each Owner shall be responsible to properly and attractively landscape his Lot pursuant to approved landscape plans in a manner suitable to the character and quality of the Subdivision, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the Subdivision.

Each Lot Owner must establish and maintain landscaping to the applicable fire protection districts requirements for minimum defensible space, and all such landscaping shall be continually



maintained consistent with the standards of the development, good husbandry practices and the applicable fire protection districts requirements.

**Section 43. No Commercial Leasing.** No Lot Owner shall participate in any plan or scheme for the rental of the improvements on such Lot, nor shall any such Lot be operated as a commercial venture. Nothing in this paragraph shall prevent an Lot Owner from renting the Lot and improvements thereon for residential use during periods of such Lot Owner's absence.

**Section 44. Use of Water Features.** Active use of lakes, ponds, streams or other bodies of water within the Subdivision is prohibited, except that the Owner of the Golf Course, and its agents, successors and assigns shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas which are within range of golf balls hit from the Golf Course. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or other bodies of water within or adjacent to the Subdivision.

**Section 45. Impairment of Wildlife.** Capturing, trapping or killing wildlife within the Subdivision is prohibited, except all common rodents (e.g., rats, mice, moles, marmots, gophers), insects and other animals considered pests.

**Section 46. Disturbing Activities.** Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Subdivision or which use excessive amounts of water or which result in unreasonable levels of sound or light are prohibited.

**Section 47. Discharge of Weapons.** The discharge or use of firearms or other weapons within the Subdivision is prohibited. The terms "firearms and weapons" includes without limitation "B-B" guns, pellet guns, bows and arrows, pistols, rifles, shotguns, sling shots and other firearms and weapons of all types, regardless of size.

**Section 48. No Temporary Structures.** No temporary structure of any form or type, including self-contained camper trailer units, shall be permitted as a dwelling unit on any Lot or parcel. No garage or outbuilding shall be constructed before commencing construction of the main dwelling unit, and further, no trailer, garage, basement, outbuilding or other structure other than the completed main dwelling unit shall be used for temporary or permanent living quarters, except as provided herein. No covering or tent, if visible from any roadway, is permitted on any Lot for a period longer than 24 hours. Temporary construction-related structures on a Lot for office, storage and other construction uses shall be allowed, subject to approval of the Committee, but only during the period of initial construction of the main dwelling unit on the Lot until issuance of a certificate of occupancy.

**Section 49. Variances.** The Committee may, in its sole discretion, grant variances to the provisions of this Article IV over which it exercises the power of approval, and the Board may grant variances to any other provisions of this Article IV. No variance granted shall constitute a waiver or restrict enforcement of any other provision hereof, or constitute a precedent for granting another variance.

## ARTICLE V ARCHITECTURAL STANDARDS

As more particularly specified in Article X, Section 2, Declarant is exempt from provisions of Articles V and VI and compliance with Design Guidelines, except the provisions of Section 4 of this Article V. Otherwise, all Builders, Lot Owners and others conducting construction activities within the Subdivision shall comply with the standards specified in Articles V and VI.

**Section 1. Building Envelope.** The Committee may establish a building envelope and recommended point of access for each Lot. This envelope will be based upon the topography of the Lot, its relationship to neighboring Lots, and any unique feature that the Lot may have, such as trees, meadows, rock outcroppings, etc.. The size and shape of the building envelope may vary from Lot to Lot. If, in the opinion of the Committee certain Lots do not warrant the establishment of a specially designated envelope, the envelope for those Lots shall be set according to the normal setbacks of the governing local agency for that type of Lot. In general, all building construction shall be confined to the building envelope area. If, in the opinion of the Committee, the building envelope shall cause the Lot Owner undue hardship in locating his home or accessory improvements, variances may be permitted by the Committee.

**Section 2. Design Guidelines.** The Committee shall adopt by a majority vote Design Guidelines establishing the architectural standards for construction and uses on all Lots within the Subdivision. Once adopted the Design Guidelines may be amended by a majority vote of the committee from time to time, in the Committee's sole discretion. All Lot Owners shall comply with and abide by the Design Guidelines. Copies of the Design Guidelines shall be available to each Lot Owner at the time of close of escrow and shall be maintained at the office of the Committee. Design Guidelines are intended to be minimum requirements. The Committee may, on a case-by-case basis, adopt or impose more stringent design requirements.

**Section 3. Views.** No representation or warranties, covenants or agreements are made by Declarant or Association or their agents, with respect to the presence or absence of any current or future view, scene or location advantage from any portion of a Lot within the Subdivision. The view, scene or location advantage may be adversely affected currently or in the future by construction or changes to the following, including, without limitation, residential homes or other structures and facilities, utility facilities, landscaping, Common Areas, public facilities, streets, neighborhood amenities and other activities, development or occurrences whether on other land or on adjacent and nearby Lots. No representations, warranties, covenants or agreements are made by Declarant, Association or their agents concerning the preservation or permanence of any view, scene or location advantage for the Lot. Association and Declarant are not responsible or liable for any impairment of such view, scene or location advantage for any perceived or actual loss of value of the Lot resulting from such impairment. Lot Owners are solely responsible for analyzing and determining all risks concerning the current and future value of any view, scene or location advantage and the potential or existing impairment thereof and the risks of preserving the view, scene or location advantage.

**Section 4. Limitations On Single Family Dwelling Size.** The size of the interior square footage (i.e., exclusive of decks, garage, porches and accessory buildings) of certain areas of the

Phase I of the Subdivision, as shown on the site plan attached as Exhibit "F" to this Declaration, shall be restricted as follows:

- a. Village 1 - 1,800 sq. ft. to 2,450 sq. ft.;
- b. Village 2 - 2,800 sq. ft. or more;
- c. Village 3 - 2,800 sq. ft. or more;
- d. Village 4 - 2,400 sq. ft. to 3,100 sq. ft.; and
- e. Custom Lots - interior square footage on all lots in Phase I other than those lots in Villages 1-4 shall have a minimum of 2,400 feet.

Single family dwelling size restrictions on other Lots in the Subdivision than those described in this Section may be proscribed by Declarant by a document recorded prior to transfer of any such Lot from Declarant to a third party. The restrictions described in this Section shall apply only to size of each affected single family dwelling initially constructed on a Lot at the time a certificate of occupancy is first issued by Washoe County, and shall not prohibit or impede an expansion, renovation or reconstruction of a single family dwelling which varies from the square footage restrictions after initial issuance of a certificate of occupancy by Washoe County.

## ARTICLE VI ARCHITECTURAL CONTROLS AND DESIGN REVIEW COMMITTEE

**Section 1. Committee Establishment and Membership.** The ArrowCreek Design Review Committee of the Association is hereby established. Each Committee member shall have an indefinite term and serve at the discretion of the Board and, during the period of Declarant Control specified in Article II, Section 5 of this Declaration or for a period of twenty (20) years, whichever is later, shall be subject to approval by Declarant, which approval may be withheld or withdrawn at any time at Declarant's sole discretion.

The Committee shall be composed of not less than three (3) nor more than seven (7) members, to be appointed by the Board, at least one of whom shall be a qualified member of one of the allied physical design professions (i.e., civil engineer, architect, land planner, etc.). Committee members shall be subject to removal by the Board, and any vacancies from time to time existing shall be filled by appointment of the Board, except that the Committee need have no more than three (3) members. A quorum of the Committee shall consist of the lesser of a majority of committee members or three (3) persons. A decision may be rendered by a majority of committee members at a meeting at which a quorum is present. Committee members need not be Lot Owners or officers, directors or employees of the Association.

**Section 2. Written Approval of Plans.** Before commencing any building operations, written approval must be obtained from the Committee covering building and plot plans for all structures erected, altered, renovated, remodeled, placed, assembled, or permitted to remain on any Lot in the Subdivision, including garages, walks, fences, dog runs, landscaping, ditches and walls; except, however, that approval of the Committee shall not be required for building operations conducted by Declarant, its successors and assigns. The approval of said Committee shall include style, design, appearance, harmony of external design, building materials, location of the proposed structure with respect to topography, finish grade elevation and the street frontage. No approval shall

be construed as modifying, altering, or waiving any of the provisions herein set out unless a variance is issued by the Committee.

Committee approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. In the event a Lot Owner desires to redecorate the exterior of any existing structure, it shall only be necessary to submit the new proposed color scheme to the Committee for its approval. Remodeling or adding to existing structures or making structural or architectural changes shall require the Lot Owner to submit complete plans therefor to the Committee, as in the case of erecting new structures.

Each Lot Owner shall be responsible to properly and attractively landscape his Lot, and maintain such landscaping. A landscape plan is to be a part of the house plans and is to be submitted to the Committee for approval. Landscaping must be completed as specified in the landscape plan within 90 days of obtaining a certificate of occupancy of the main dwelling on a Lot, subject to extensions granted by the Committee.

**Section 3. Committee Powers.** The Committee shall have the power to adopt Design Guidelines as well as rules and regulations, and to render decisions on such matters as are subject to approval, review, or consideration of the Committee under this Declaration, or as may be referred to the Committee by the Association, in accordance with such rules Design Guidelines and regulations as may from time to time be adopted by the Committee. Committee comments with respect to any application shall be strictly followed. If requested by the Committee, applications must be resubmitted to the Committee.

**Section 4. Time of Decision.** The decision of a majority of the Committee, acting in good faith in its sole discretion, upon any matters submitted or referred to it, shall be final. It is further provided that if no rejection shall have been sent by the Committee to an applicant within 45 days from the date of receipt of a submittal or as otherwise provided in the Design Guidelines such inaction shall be deemed to constitute approval. Any decision or approval by the Committee shall not relieve an applicant or Lot Owner from complying with any requirement of a public authority having jurisdiction, and shall not constitute any representation or guaranty by the Committee or a member thereof of compliance of the submitted matter with any statute, ordinance, or regulation pertaining thereto.

**Section 5. No Improvements without Approval.** No building, garage, shed, walkway, satellite dish, fence, wall, retaining wall, dog run, drainage ditch or system, landscaping or any other structure shall be commenced, erected, placed or altered on any Lot in the Subdivision until the building plans and specifications thereof, have been submitted to and approved in writing as to conformity and harmony of external design with the existing structures or general scheme in the Subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Committee.

**Section 6. Grounds for Disapproval.** The Committee may disapprove any application for any of the following reasons:

1. If such application does not comply with this Declaration, or any rules or regulations promulgated by the Association or the Committee;
2. Because of the dissatisfaction of the Committee, in the Committee's sole discretion, with grading plans, location of the proposed improvement on a Lot, finished ground elevation, color scheme, exterior finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or for purely aesthetic reasons.

**Section 7. Rules and Regulations.** The Committee may from time to time adopt written rules and regulations of general application governing its procedures and approval criteria, whether as a portion of the Design Guidelines or as separate provisions, which may include, among other things, provisions for the form and content of application; required number of copies of plans and specifications; additional architectural guidelines; provisions for notice of approval or disapproval, and various approval criteria.

**Section 8. No Inspection Required.** No inspection of construction for which plans and specifications have been or should be approved by the Committee shall be required of the Committee, although all Committee members shall have the right to inspect all improvements to ascertain compliance with the provisions of Articles V and VI. Any member of the Committee also has the right at all reasonable times and places to enter on a Lot and inspect any structure for purposes of compliance with approved plans and specifications provided such right of entry shall not include the right to enter a completed occupied dwelling without the consent of the occupant.

**Section 9. Conformance to Plans Required.** After any plans and specifications and other data submitted have been approved by the Committee, no structure of any kind shall be erected, constructed, placed, altered, or maintained upon a Lot unless the same shall be erected, constructed, or altered in conformity with the plans and specifications, color scheme, and plot plan approved by the Committee. If any structure of any kind shall be erected, constructed, placed, altered, or maintained on a Lot other than in accordance with the plans and specifications, color scheme and plot plan theretofore approved by the Committee, such erection, construction, placing, alterations and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained.

**Section 10. Variances.** The Committee may grant reasonable variances or adjustments from the provisions in this Article where literal application thereof results in unnecessary hardship and if the granting thereof in the opinion of the Committee will not be materially detrimental or injurious to other Lot Owners.

**Section 11. Certification of Compliance.** At any time prior to completion of construction of an improvement, the Committee may require a certification upon such form as it shall furnish from the Builder, contractor, Lot Owner or a licensed surveyor that such improvement does not violate any height restriction, set-back rule, ordinance or statute, nor encroach upon any easement or right-of-way of record and/or that all construction is in strict compliance with plans approved by the Committee.

**Section 12. Compensation and Filing Fee.** Members of the Committee may be compensated by reasonable fees charged for Committee services to those requesting actions by the Committee, if said fees are approved by the Board. As a means of defraying its expenses, the Committee shall require a filing fee set by the Committee to accompany the submission of plans and specifications for a new single family home and a filing fee for submitting plans for remodeling or additions or exterior redecorating color scheme.

**Section 13. Liability.** Notwithstanding the approval by the Committee of plans and specifications, neither it, the Declarant, the Association nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. No member of the Committee shall be held liable to any person, whether a Lot Owner or not, on account of any action or decision of the Committee or failure of the Committee to take any action or make any decision.

**Section 14. Enforcement.** In the event any improvement shall be commenced without Committee approval as herein required, or in the event any improvement is constructed not in conformance with plans therefor approved by the Committee, or not in conformance with this Declaration, the same shall constitute a violation of this Declaration. In addition to the remedies for violation of any portions of this Declaration set forth in herein, the Committee shall also have the power and authority to institute arbitration, legal or other appropriate proceedings to enjoin or otherwise prevent a violation of the provisions of this Declaration, and to recommend fines for levy by the Board. All costs of dispute resolution, including attorney's fees, shall be charged to and paid by the Lot Owner if the Association prevails. Such charges shall constitute a lien on such Owner's Lot as provided in Article III hereof from the date of entry of the judgment therefor in the judgment docket. In the event the Association is not successful, each party shall pay its own costs and attorney's fees.

## **ARTICLE VII PROVISIONS FOR NONRESIDENTIAL AREAS USES**

**Section 1. Applicability of Declaration.** While the Nonresidential Areas are not a portion of the Subdivision, Nonresidential Areas Owners hereby join in and execute this Declaration for the purpose of obtaining the benefits and bearing the burdens hereof. All provisions of this Declaration shall apply to the Nonresidential Areas and be binding on the Nonresidential Areas Owners, except the provisions of Articles IV, V and VI. All references to real estate and to Owners in this Declaration shall also refer to the Nonresidential Areas and the Nonresidential Areas Owners, respectively, when the context so applies.

**Section 2. Membership in Association and Voting Power.** Each Nonresidential Area Owner shall be a member of the Association upon the date of first commencement of business operation for that Nonresidential Area, with an allocated interest and commensurate voting power expressed in terms of "Equivalent Lots", established each year (prior to the time of voting at the annual meeting when a budget is adopted) in accordance with the burden each Nonresidential Area

places on the Common Area streets in the Subdivision and Association expenses, as determined by the following formula, to be applied to each Nonresidential Area individually:

- a. The average daily vehicle miles traveled for each Nonresidential Area, as determined by the then-existing traffic generating statistics finally adopted by the Regional Transportation Commission ("RTC") for each Nonresidential Area for purposes of assessing the Regional Road Impact Fee in accordance with the applicable Washoe County ordinance and RTC General Administrative Manual ("Manual"), shall be divided by the daily vehicle miles traveled for a single family dwelling pursuant to the Manual.
- b. The product of the calculation made pursuant to Subsection (a) above shall be multiplied by the percentage of the annual assessment per Lot represented by the following Association expenses: all annual costs of repair, maintenance and reserves for ArrowCreek Drive from the entry gate to the Nonresidential Area (including Common Area landscaping); the main entry gatehouse and entry fence and landscaping; security personnel and other security costs; indirect Association costs (e.g., insurance, office supplies, management fees, rent, office or management employees compensation, accounting and legal fees, and utilities); and other costs of the Association which reasonably provide a direct benefit to the Nonresidential Area
- c. The product of the calculation made pursuant to Subsection (b) above shall be the Equivalent Lots for the Nonresidential Area. Voting power and assessments for the Nonresidential Area shall be based on the Equivalent Lots.

For example, if Course Owner constructs 18 holes on the Golf Course and the RTC determines pursuant to the Manual that the daily vehicle miles traveled is 38.99 per hole for the Golf Course, the daily vehicle miles traveled for 18 holes would be 701.82. If the daily vehicle miles traveled for one single family dwelling in the Subdivision is 14.96, the product of the calculation made pursuant to Subsection (a) would be:

$$38.99 \times 18 \div 14.96 = 41.91$$

If the percentage of Association annual assessments per Lot comprised of the expenses specified in Subsection (b) were 50%, then the product of the calculation made pursuant to Subsection (b) would be:

$$41.91 \times .50 = 20.955 \text{ Equivalent Lots}$$

If phased expansion, renovation or other changes on the Nonresidential Areas result in determinations by the RTC of additional daily vehicle miles traveled, then the allocated interest and voting power of the Nonresidential Areas shall change accordingly by recalculation of the Equivalent Lots at the end of the calendar year in which the changes occur, prior to the date of the annual meeting of members. Each Nonresidential Area Owner shall be the only member of the Association representing that Nonresidential Area. No member of a Nonresidential Area (e.g. golf course

member) shall be deemed a member of the Association solely by virtue of his or her Nonresidential Area membership, nor have voting power or liability for assessments.

**Section 3. Declarant Easements to Nonresidential Areas.** Declarant hereby grants to Nonresidential Areas Owners for the benefit of the applicable Nonresidential Area the following easements:

- a. a nonexclusive easement permitting golf balls to come upon any portion of the Subdivision or Commercial Center from the Golf Course. The existence of this easement shall not relieve golfers of any liability for damage caused by errant golf balls.
- b. a non-exclusive easement of access and use over those portions of the Common Areas reasonably necessary, with or without the use of maintenance vehicles and equipment, for the operation, maintenance and repair of the Golf Course or Commercial Center.
- c. a non-exclusive easement for overspray of water or runoff on any portion of the Subdivision from any irrigation system serving the Commercial Center or Golf Course, including the use in any irrigation system of nonpotable water (e.g., untreated creek water or effluent from a sanitary sewer treatment plant).
- d. a non-exclusive easement, to the extent reasonably necessary, over the Subdivision for the installation, operation, maintenance, repair, replacement, monitoring and controlling of irrigation systems and equipment; including, without limitation, wells, pumps and pipelines, serving all or portions of the Golf Course or Commercial Center.
- e. a non-exclusive easement, to the extent reasonably necessary, over the Subdivision for the installation, maintenance, repair, operation, replacement and monitoring of utility lines, wire, drainage pipelines and other utility facilities serving the Golf Course or Commercial Center.
- f. a nonexclusive easement over the Subdivision for natural drainage of storm water runoff from the Golf Course or Commercial Center.
- g. an easement over the Subdivision for the construction, maintenance and repair of golf cart paths serving the Golf Course in reasonable locations to be mutually agreed by Declarant and the Course Owner.
- h. A nonexclusive easement of access over all Common Area streets, located or to be located within the Subdivision, for the Nonresidential Areas Owners, their agents, successors and assigns, as well as guests, invitees, licensees, patrons, members, employees, and authorized users of the Nonresidential Areas, reasonably necessary to travel to and from the Nonresidential Areas, and the right to park vehicles on the streets and Common Area parking places



within the Subdivision at reasonable times and places in conjunction with special events and other similar functions held at Nonresidential Areas.

**Section 4. No Liability for Use of Certain Easements for Golf Course.** Declarant, Association and Course Owner and Commercial Center Owner shall not be liable to each other or to Lot Owners for damage or injury caused by errant golf balls, overspray or runoff of Golf Course irrigation or other use of the Golf Course easements granted by the provisions of this Article.

**Section 5. Ownership and Operation of Nonresidential Areas.** Declarant, Association and Nonresidential Areas Owners make no representations or warranties with regard to the continuing existence, ownership or operation of the Nonresidential Areas, if any, and no purported representation or warranty in such regard by any person, either written or oral, shall be effective without an amendment to this Declaration executed or joined into by the applicable Nonresidential Area Owner. Further, the ownership and operation of the Nonresidential Areas may change at any time and from time to time by virtue of (but without limitation) the creation or conversion of the ownership or operating structure of the Nonresidential Areas to "equity" clubs or similar arrangements whereby the Nonresidential Areas or the rights to operate them are transferred to an entity or entities which are owned or controlled by members. No consent of the Association or any Lot Owner shall be required to effectuate such transfer or conversion.

**Section 6. No Right to Use.** Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use any Nonresidential Area. Nonresidential Area Owners shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Nonresidential Areas, (e.g. Golf Course membership rights) including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the provisions of any outstanding membership documents.

**Section 7. Golf Course View Impairment.** In addition to Section 3 of Article V, neither the Declarant, the Association nor the Course Owner guarantee or represent that any view over and across the Golf Course from Lots or Common Areas will be preserved without impairment. The Course Owner shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course, as well as to construct safety or security-related improvements such as fences and screens, from time to time. In addition, the Course Owner may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens, or holes on the Golf Course from time to time. Any such additions, improvements or changes to the Golf Course may diminish or obstruct any view from the Lots or any expressed or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed by Declarant, Association and Course Owner.

**Section 8. Limitation on Amendments.** In recognition of the fact that the provisions of this Article are for the benefit of the Nonresidential Areas, no amendment to this Article may be made without the written approval of each Nonresidential Area Owner affected by the amendment.

**ARTICLE VIII  
OTHER EASEMENTS**

**Section 1. Reservation.** The following easements (also constituting irrevocable licenses) over each Lot and all Common Areas, and the right of ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to Declarant and are granted for the benefit of the Association and the Declarant:

- a. **Utilities.** Such easements for the installation, maintenance and operation of all utilities as shown on recorded final maps of the Subdivision, together with the right to extend all utility services within such easements to other areas being developed within the Subdivision (including street lights) and the right to cut, trim or remove trees and plantings wherever necessary in connection with such installation, maintenance and operation.
- b. **Fencing Facing Common Area.** An easement on all applicable Lots to install or maintain (including repair and reconstruction) Lot fencing which faces Common Area or Nonresidential Areas, including without limitation streets, the Golf Course, the swim and tennis club, and the Commercial Center. The Association shall decide for each specific Lot, in the Association's sole discretion, whether any said fencing shall be installed or maintained, in order to enhance or preserve the general appearance of the Subdivision. The Association shall have the right, but not the obligation to do so. Any said fencing not so maintained by the Association shall be maintained by the Lot Owner. The Association may elect to maintain, in its sole discretion, only the side of said fencing facing the Common Area or Nonresidential Areas, in which case the Lot Owner shall maintain the remainder of the fence. In the event the Association elects to maintain a Lot Owner's fence as specified in this subsection, the Lot Owner shall not be charged the expense therefor other than as part of the Lot Owner's pro rata assessment for all Association costs.
- c. **Common Areas.** An easement on, over and under all Common Areas, in the Subdivision for the purpose of installing, maintaining and operating utilities to serve any portion of the Subdivision; for purposes of drainage control; for access to any Lot; for the purpose of construction or maintenance of Common Area improvements or Subdivision improvements; and for providing access to undeveloped portions of the Subdivision for any and all purposes at any and all times, including, but not by way of limitation, the right to use said Common Areas during construction of improvements on undeveloped portions of the Subdivision.
- d. **Signs.** An easement within ten (10) feet of a street or other Common Area for the installation of street and traffic signs (or other signs reasonably related to the regulation or enforcement of provisions of this Declaration) on all Subdivision Lots, together with the right to cut, trim or remove trees and plantings wherever necessary in connection with such installation, maintenance, repair and reconstruction.

- e. **Snow Plowing and Snow Placement.** An easement within ten (10) feet of any street or other Common Area upon all Subdivision Lots for the placement of snow plowed from that adjacent street or Common Area, provided that this easement is not intended to create a snow storage or dumping area on any Subdivision Lot, but only to allow the berming and placement of snow plowed from a street or other Common Area immediately adjacent to a Lot in order to clear the street of snow for the safe passage of vehicles and pedestrians on the street or other Common Area.
  
- f. **Right of Entry.** The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons or to perform maintenance allowed or required of Association pursuant to provisions of this Declaration or pursuant to County requirements, as well as for the purpose of insuring or enforcing compliance with this Declaration, which right may be exercised by any member of the Board or the Committee, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation or as provided in Article VI, Section 8, entry shall only be during reasonable hours and after notice to the Lot Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event a Lot Owner fails or refuses to cure the condition within a reasonable time after request by the Board. However, this right shall not authorize entry into any occupied single family dwelling without permission of the occupant, except by emergency personnel acting in their official capacities.

**Section 2. Transfer of Easements.** A conveyance of Common Area to the Association shall also transfer to the Association all easements herein reserved to Declarant which are necessary or convenient to the obligation of the Association to carry out its duties prescribed herein, which transfer shall not diminish the rights in and to said easements herein reserved to Declarant. Nothing set forth herein shall be construed to impose on Declarant any duty or obligation of maintenance of Common Areas or improvements thereon after conveyance of the Common Areas to the Association.

**Section 3. Use or Maintenance by Owners.** The areas of any Lot affected by the easements reserved in this Article shall not be improved with structures placed or permitted to remain (or other activities undertaken) thereon which may damage or interfere with the use of said easements for the purposes herein set forth.

**Section 4. Liability for Use of Easement.** No Owner shall have any claim or cause of action against the Declarant, the Association, or the Nonresidential Areas Owners arising out of the use or nonuse by any person of any easement reserved or created by this Declaration.

**Section 5. Modification.** None of the easements and rights granted under this Article VIII may be modified, terminated or abridged without the written consent of the persons in whose favor such easements run.

**ARTICLE IX  
PROTECTION OF LENDERS**

**Section 1. Encumbrance of Lots Permitted.** Any Lot or Nonresidential Area may be encumbered with a deed of trust.

**Section 2. Breach of Covenants.** A breach by an Owner of any of the provisions of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value; provided, however, the provisions of this Declaration shall be binding upon the Owners whose title thereto is acquired under foreclosure, trustee's sale, or otherwise.

**Section 3. Notice of Default.** Upon written request to the Association, the beneficiary of a first deed of trust encumbering real estate subject to this Declaration shall be entitled to written notification from the Association of any default by the Owner of that real estate in the performance of such Owner's obligations under this Declaration that is not cured within ninety (90) days.

**Section 4. Insurance Proceeds and Condemnation Awards.** No provision of this Declaration or the Association Articles shall give an Owner, or any other party, priority over any rights of a first deed of trust beneficiary in the case of a distribution to the Owner of insurance proceeds or condemnation awards.

**Section 5. Appearance at Meetings.** Because of its financial interest in the Subdivision, any beneficiary of a first deed of trust may appear (but cannot vote) at meetings of the members and the Association Executive Board.

**Section 6. Examination of Records.** Beneficiaries of first deeds of trust shall have the right to examine the books and records of the Association and can require the submission of financial data concerning the Association, including annual reports, audits and operating statements as and when furnished to the Owners.

**ARTICLE X  
LIMITATION OF RESTRICTIONS**

**Section 1. General/Assignment.** Declarant and any Successor Declarant may be undertaking the work of constructing improvements to the Subdivision or on Lots. The completion of such construction and the sale or other disposal of the Lots is essential to the establishment and welfare of the Subdivision as a residential community. The rights granted to Declarant which are contained in this Article are personal to Declarant and any Successor Declarant, and may only be transferred by a written, express assignment duly recorded from the Declarant to a Successor Declarant, or from Successor Declarant to another Successor Declarant, and are not assigned merely by the conveyance of title to Lots or Nonresidential Areas, without such an express assignment. Declarant may assign its rights as to a portion of the Subdivision to a Tract Builder, who shall then be the Successor Declarant as to those Lots subject to the assignment. Such a partial assignment may provide for limitations or qualifications of a Successor Declarants rights, in the sole discretion of Declarant

**Section 2. Limitations on Restrictions.** Nothing in this Declaration shall be understood or construed to:

- a. Prevent Declarant, its contractors or subcontractors from doing on the Subdivision or on any Lot whatever is reasonably necessary or advisable in connection with the commencement or completion of the above described work;
- b. Prevent Declarant or its representatives from erecting, constructing, and maintaining on any part of the Subdivision such structures as may be reasonably necessary for the conduct of its business of completing the work, establishing the Subdivision as a residential community, and disposing of the Lots by sale, lease, or otherwise;
- c. Prevent Declarant from maintaining such signs on any part of the Subdivision owned by Declarant or by the Association as may be necessary for the sale, lease, or disposition of Lots;
- d. Prevent Declarant from utilizing mobile homes or temporary structures as sales offices or for construction activities; and
- e. Allow any Lot Owners or Association to enforce any provision of Articles IV, V and VI against Declarant (except Section 4 of Article V), it being the intent of this subsection to exempt Declarant completely from compliance with the provisions of Articles IV, V and VI regarding Declarant's activities and Lots owned by Declarant (except Section 4 of Article V).

**Section 3. Modification.** The provisions of this Article may not be amended, terminated or abridged without the written consent of the Declarant.

## **ARTICLE XI COMPLIANCE WITH COUNTY CONDITIONS**

**Section 1. Perpetual Funding.** The provisions of Article III are intended to establish perpetual funding in interest-bearing accounts for the maintenance of all Common Area.

**Section 2. Enforcement of Special Assessment and Lien Provisions by County.** In the event the Association fails to enforce any of the following described provisions of this Declaration:

- a. the obligation of the Association to properly maintain all Common Areas in the Subdivision; or
- b. the obligation of the Association to pay prior to delinquency all County taxes and assessments levied against Association property or against the Association;

then County shall be entitled to commence an action to enforce such provisions by any means allowed in law or equity, including the levy of a special assessment against all of the Owners, which special assessment shall be secured by a lien in the manner provided in Article III hereof.

Notwithstanding the foregoing, the County shall be entitled to commence such action only after:

- a. the County has given reasonable notice (which shall be not less than thirty (30) days) to the Association, describing such violation, or if no Association is in existence, by publication of reasonable notice in a newspaper of general circulation in Washoe County; and
- b. the Association or the Owners shall have failed to cure such violation within a reasonable time thereafter to the reasonable satisfaction of Washoe County.

**Section 3. Disclaimer of County Responsibility.** WASHOE COUNTY WILL NOT ASSUME RESPONSIBILITY FOR MAINTENANCE OF THE PRIVATE STREET SYSTEM NOR ACCEPT THE STREETS FOR DEDICATION TO WASHOE COUNTY UNLESS THE STREETS MEET THOSE WASHOE COUNTY STANDARDS IN EFFECT AT THE TIME OF OFFER FOR DEDICATION.

**Section 4. Public Access Easements.** Certain Common Areas within the Subdivision shall be open to the public. These Common Areas include the bicycle paths on minor arterial streets and some collector streets; and areas for access to the public trail system, as more particularly specified in Exhibit "G", the Open Space Management Plan, of the Final Development Agreement. An access easement for these purposes on portions of the above-described Common Area is hereby granted to Washoe County on behalf of the public, at reasonable times during daylight hours and subject to reasonable restrictions imposed by the Association to reconcile issues of security, privacy and nonaccess for private residential areas of the Subdivision with the right of limited public access as described in this Section.

**Section 5. County as Third Party Beneficiary.** The County or other political subdivision in which the property may be located, is hereby expressly made a third party beneficiary to this Article of this Declaration, and to the following provisions of other Articles:

- a. Article II, Section 1.b, c and d; and
- b. Article III.

**Section 6. Common Open Space Area Plan.** Either Declarant or Association (as the case may be) during the period Declarant or Association owns Common Area which is designated open space pursuant to County requirements, shall monitor and maintain open space within the Common Area. The maintenance plan for open space within the Common Area shall consist of the following, at a minimum:

- a. **Vegetation Management.** Open space may be planted or landscaped to enhance it, or to improve it as wildlife habitat. Destruction or disturbance of native vegetation during Subdivision construction or by authorized use shall be avoided when possible, in order to preserve and maintain existing vegetation.
- b. **Debris and Litter Removal.** Debris and litter shall be removed on a regular basis, and a regular schedule of inspection and removal shall be established and adhered to, in order to keep the open space in a clean and sanitary condition.
- c. **Fire Access and Suppression.** Access for purposes of fire suppression shall be maintained at all times. Fuel modification and fire breaks required by County or the Nevada Division of Forestry shall be constructed and maintained in a good and proper manner.
- d. **Maintenance of Public Access and Limitations to Public Access.** While Declarant or Association owns all or any part of the open space, they reserve the right to limit and exclude public access (except on public trails), except that open space owned by Association as Common Area shall be subject to public access rules and limitations which may be promulgated from time to time on a case-by-case basis for each open space area. In order to preserve vegetation and avoid disturbance of open space, the Association may limit access on all or any part of the open space. In general, the provisions of Article IV, Sections 46 and 47 apply to all open space, except in a designated area for such vehicle travel, if any.

The responsibility of Declarant or Association (as the case may be) for maintenance of open space shall cease for open space dedicated pursuant to Section 10 of this Article.

**Section 7. Limitation on Amendments.** In recognition of the fact that the provisions of this Article are for the benefit of the County, no amendment to this Article may be made without the written approval of the County.

**Section 8. Notice of Sewer User Fees.** All uses in the Subdivision requiring sanitary sewer connection will be required to pay a sewer connection fee, specified by County ordinance and administered by the County Utility Services Division, unless otherwise provided by the County.

**Section 9. Setbacks for Overhead Power Lines.** Overhead electrical power lines traverse portions of the Subdivision. The minimum setbacks specified in the National Electric Safety Code shall be required in all applicable areas in proximity to these overhead power lines.

**Section 10. Dedication of Certain Open Space.** An area of ArrowCreek of approximately 1,500 acres (or as otherwise approved by Washoe County) is required to be dedicated to an entity approved by the County as public open space. Upon said dedication, which will probably be conveyed incrementally as residential development occurs, areas so dedicated shall not be (or shall

cease being) Common Area. Said dedication may be subject to conservation easements or covenants imposed by Declarant against uses which are not compatible with open space. If for any reason the County does not designate or approve the dedication of all or any portion of the Subdivision open space to an entity other than the Association, then it shall remain Common Area and be owned by the Association after designation on a final map pursuant to the provisions of this Declaration.

**Section 11. Notice of Pedestrian Access.** Subject to rules and restrictions of the Association, open space and private trails (as well as public trails) abutting Lots shall have access by pedestrians. To the extent said open space and private trails are also Common Area, pedestrian or other types of access may be denied to the general public and may be further restricted by the Association.

**Section 12. Termination Of Declaration Upon Dedication Of Common Area.** If portions of the Subdivision are dedicated in fee simple to Washoe County, or another governmental entity, for public use purposes (e.g., water storage tanks, well sites, certain streets, public trails, drainage channels or basins), or if the dedication of open space specified in Section 10 of this Article XI takes place, then this Declaration shall be terminated as to the real property so dedicated.

**Section 13. Limitation On Water Use/Lot Owner Liability For Excess Water Rights.** Declarant has entered into a certain Water Dedication Agreement ("Water Agreement") dated March 18, 1997 with the County, the water service provider for the Subdivision. The Water Agreement requires Declarant to dedicate sufficient water rights acceptable to the County for use on each Lot, pursuant to a proscribed dedication schedule ("Schedule") based on the size of each Lot. The Nevada State Engineer approves the dedication and use of these water rights on each Lot prior to construction of a residence on the Lot. If Lot Owners in the Subdivision actually use more water on their Lots in the aggregate on an average annual basis than the water rights so dedicated, pursuant to a verification procedure specified in the Water Agreement, the Declarant is then required to dedicate an additional amount of water rights acceptable to the County necessary to make up the difference between the actual aggregate water usage by Lot Owners and the amount of water rights dedicated for the Lots pursuant to the Schedule ("Deficiency").

In the event the Declarant is required by the County to dedicate water rights for a Deficiency, each Lot Owner whose actual water usage exceeds the water rights dedicated for that Owner's Lot shall be liable to Declarant to either provide the additional water rights or to reimburse Declarant a sum of money sufficient to pay for the value and costs of the water rights Declarant must dedicate for the Lot, in the following manner:

- a. After a Deficiency is established pursuant to the provisions of the Water Agreement, Declarant shall ascertain from the Subdivision water meter usage records which Lots have exceeded by water usage the amount of water rights dedicated under the Schedule, and the amount of excess water used on each Lot. Declarant shall then deduct from this amount an amount of water equal to the percentage in which the aggregate amount all excess water used by Lots which have exceeded by usage the water rights dedicated under the Schedule exceeds the Deficiency. The result shall be the deficiency in water rights for each Lot for which each said Lot Owner is liable ("Lot Deficiency"). For example if the Deficiency is 100 acre feet per annum and the



total aggregate of excess water used by all Lots exceeding by water usage the water rights dedicated under the Schedule is 120 acre feet, then the actual excess water usage for each Lot would be reduced by 20% to arrive at the Lot Deficiency.

- b. The Declarant shall notify each Lot Owner by certified mail at the Lot address of his Lot Deficiency and the fair market value of water rights constituting the Lot Deficiency (including costs of application, permits and consultant's fees to transfer the water rights to the County) ("Lot Deficiency Cost").
- c. Each Lot Owner with a Lot Deficiency shall have sixty (60) days from the date of delivery of the notice (or the date said notice is returned as undelivered or refused) either to pay to Declarant the Lot Deficiency Cost or to deliver to Declarant an amount of water rights acceptable to the County equal to the Lot Deficiency.
- d. In the event a Lot Owner fails or refuses to perform its obligations under Subsection c. above, Declarant shall be entitled to a lien against the Lot Owner's Lot in the amount of the Lot Deficiency Cost (plus all costs and attorneys fees reasonably incurred for collection, and interest on the Lot Deficiency Cost at the rate of twelve percent (12%) per annum until paid) in which case the Declarant may record a Notice of Lien against said Lot in the office of the Recording Washoe County, and the Lot Owner shall be personally liable, in addition to any other legal or equitable remedy allowed to Declarant by law, for the Lot Deficiency Cost. Said lien, upon recording of the Notice of Lien, shall be a burden on the Lot which runs with the land and binds all successors and assigns.

### ARTICLE XIII MISCELLANEOUS GENERAL PROVISIONS

**Section 1. Enforcement.** Except as expressly limited herein, Association, Declarant or any Owner shall have the right to enforce the provisions of this Declaration now or hereafter imposed by arbitration as prescribed by Nevada Revised Statutes 38.300-360, or by any proceeding at law or in equity. Failure by the Association, Declarant or by any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter. The Association may establish and impose administrative procedures for resolving claims or disputes arising from the interpretation, application or enforcement of any provisions stated herein or specified in the Articles, Bylaws, or rules and regulations adopted by the Association or the Committee.

**Section 2. Suspension of Privileges.** The Board may, anything herein to the contrary notwithstanding, suspend all voting rights, other membership rights and all rights to use the Association's Common Areas of any Owner for any period during which any Association assessment against such Owner's property remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such Owner after the existence thereof has been declared by the Board, including a violation by virtue of the failure of a member to comply with the rules and regulations of the Association, provided the Association first complies with the following procedures:

- a. **Notice:** Association must either mail to the Owner by registered mail, return receipt requested, or personally deliver to the Owner a notice that voting rights, other membership rights and rights to use the Common Area will be suspended unless the unpaid assessments are paid or the violation is cured, as the case may be, within fourteen (14) days of delivery of the notice. Notice by registered mail shall be deemed delivered 48 hours after deposit with the U.S. Postal Service or on the date a receipt is signed, whichever is earlier.
- b. **Opportunity to be Heard:** The notice shall also specify, in the case of a proposed suspension on grounds other than failure to pay an assessment, that the Owner may protest the suspension by written notice to the Board delivered to any Board member in the manner specified above in subsection (a). In the event of a protest the suspension shall not take effect until the Board has held a hearing to consider the protest and made a decision on the merits of the protest.

**Section 3. Severability.** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 4. Amendment.** This Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, unless at least a majority of the Owners with voting power agree to terminate this Declaration, effective at the end of the then current term or ten (10) year extension period, in which case a notice signed by said Owners must be executed and recorded. Subject to the provisions of Article I, Section 5, Article VII, Section 8, Article VIII, Section 5, Article X, Section 3 and Article XI, Section 7, this Declaration may be amended by an instrument signed by at least a majority of the Owners with voting power. Any amendment must be recorded or it has no effect. For purposes of this Section, the signature of one of the Owners, for a Lot with more than one Owner, shall be deemed sufficient.

**Section 5. Declarant Consent To Withdrawal Of Real Estate.** Notwithstanding an assignment by Declarant to a Successor Declarant of all or part of Declarant's rights, no said Successor Declarant shall have the right to withdraw real estate unless the prior written consent of the Declarant, in Declarant's sole discretion, is granted and recorded concurrently with the recorded notice of withdrawal.

**Section 6. Approval of Declarant.** In all circumstances described herein in which Declarant has the right of approval, said approval and any request for approval shall be in writing. Declarant shall have a minimum of thirty (30) days after a request to approve or deny. If Declarant has not issued its written approval or denial within said thirty (30) days, the request shall be deemed approved.

**Section 7. Liability.** Declarant shall have no liability for repairs or maintenance of roads, or other improvements, including utility lines, located within the Common Areas of the Subdivision from and after the date of conveyance of such Common Areas to the Association. Neither Declarant,

County, the Committee, Association, nor any Owner shall be deemed liable in any manner whatsoever to any other Owner in the Subdivision or third party for any claim, cause of action or alleged damages resulting from:

- a. design concepts, aesthetics, latent or patent errors or defects in design or construction relating to improvements constructed on Lots, whether shown or omitted on any plans and specifications which may be approved by the Committee, or any buildings or structures erected therefrom; and
- b. any waiver of or failure to enforce a provision hereof, or failure to inspect or certify compliance with approved plans and specifications.

**Section 8. Attorneys Fees and Costs.** In any action to enforce or administer the provisions hereof, the prevailing party shall be entitled to reasonable attorneys fees and costs.

**Section 9. Cumulative Rights/Waiver.** Remedies specified herein are cumulative and any specification of them herein shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of any aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

**Section 10. Grantee's Acceptance.** Each grantee or purchaser of real estate subject to this Declaration shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. By acceptance such grantee or purchaser shall for himself (his heirs, personal representatives, successors and assigns) covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent Owners to keep, observe, comply with and perform all of the provisions of this Declaration and shall further agree to the continuation and completion of the Subdivision and all parts and projected Lots therein.

**Section 11. Captions.** Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

**Section 12. Use of the Words "Southwest Pointe" and "ArrowCreek".** No person shall use the words "Southwest Pointe" or "ArrowCreek" or any derivative, or any other term which Declarant may select to name or identify the Subdivision or any component thereof, in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the words "Southwest Pointe" or "ArrowCreek" in printed or promotional matter solely to specify that particular property is located within the Subdivision, and the Association shall be entitled to use the words "Southwest Pointe" or "ArrowCreek" in its name and in the normal conduct of its business.

**Section 13. Interpretation.** The Association shall have sole right and authority to interpret any of the provisions of this Declaration, which interpretation shall, so long as the same is reasonable, be conclusive.

**Section 14. Choice Of Law/Venue.** This Declaration shall be construed and enforced in accordance with the laws of the State of Nevada, and venue for any action arising from this Declaration shall be in Washoe County, Nevada.

**Section 15. Gender And Number.** Unless the contract otherwise requires, when used herein, the singular includes the plural and vice versa, and the masculine includes the feminine and neuter and vice versa.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand.

**DECLARANT:**

**SOUTHWEST POINT ASSOCIATES, L.L.C.,  
a Delaware limited liability company,**

By: \_\_\_\_\_  
Jeffrey E. Dingman, President

**NELL J. REDFIELD TRUST**

By: \_\_\_\_\_  
Betty Alyce Jones, Trustee

By: \_\_\_\_\_  
Gerald C. Smith, Trustee

By: \_\_\_\_\_  
Helen Jeane Jones, Trustee

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_, 1997 by Jeffrey E. Dingman, as President of Southwest Pointe Associates, L.L.C., a Delaware limited liability company.

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

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_, 1997 by Betty Alyce Jones as Trustee of the Nell J. Redfield Trust.

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

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_, 1997 by Helen Jeane Jones as Trustee the Nell J. Redfield Trust.

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

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_, 1997 by Gerald C. Smith as Trustee of the Nell J. Redfield Trust.

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

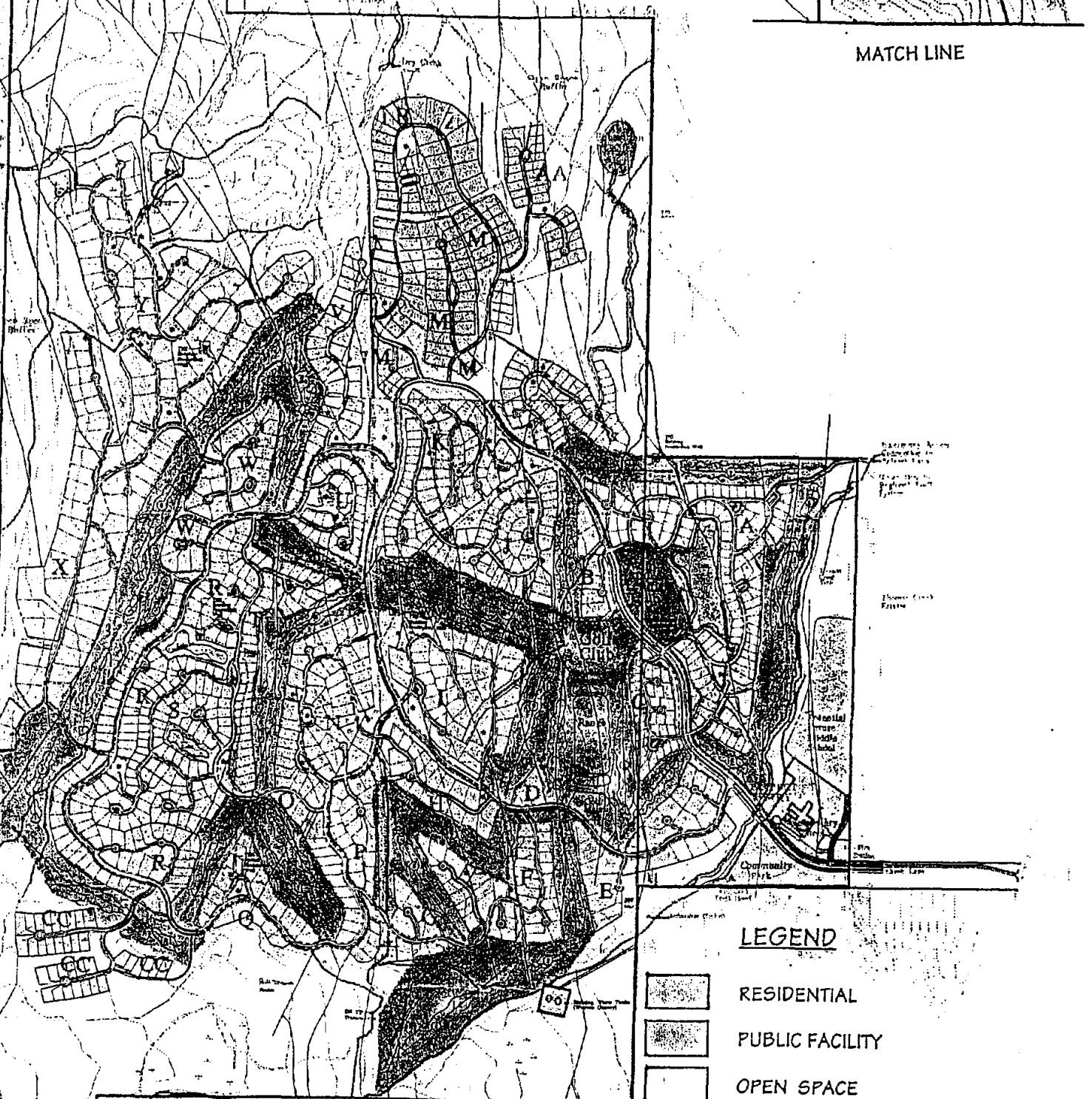
Proposed District A Community Park

Connection to Regional  
Trail System



MATCH LINE

Graphic Scale  
1 inch = 100 feet



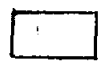





Swampy Area  
Subject to  
Drainage  
System

Shoreline  
Erosion

Partial  
Grade  
Middle  
School

**LEGEND**

-  RESIDENTIAL
-  PUBLIC FACILITY
-  OPEN SPACE
-  COMMON AREA
-  GOLF COURSE / AND RELATED FACILITIES
-  PRIVATE RECREATIONAL FACILITIES

Connection to  
Regional  
Trail System



Blumberg No. 5119  
EXHIBIT  
"D", p. 1

**SOUTHWEST POINTE**

FIGURE 2  
LAND USE

EASEMENT FOR ELECTRICAL POWER LINE PER DOCUMENT #167389 (NO WIDTH SPECIFIED)

MATCH LINE

20' TELEPHONE EASEMENT PER DOCUMENT #415899

10' OVERHEAD AND UNDERGROUND ELECTRICAL EASEMENT PER DOCUMENTS #1302260 AND 1312355

30' ACCESS AND WATERLINE EASEMENT PER DOCUMENT #1242874

30' ACCESS AND WATERLINE EASEMENT PER DOCUMENT #1242872

10' OVERHEAD AND UNDERGROUND ELECTRICAL EASEMENT WITHIN 30' ACCESS AND WATERLINE EASEMENT PER DOCUMENTS #1302260 1312355

WASHOE COUNTY WATER TANK SITE PER DOCUMENT #1242873



Blumberg No. 5119  
EXHIBIT  
"D", P. 2

# SOUTHWEST POINTE

FIGURE 3  
EASEMENTS

NTS.

# FIRST AMERICAN TITLE COMPANY OF NEVADA

241 Ridge Street (P.O. Box 531) Reno, Nevada 89504 (702)688-4848

## *Preliminary Report (2nd Update)*

October 2, 1997

CFA ENGINEERING  
1150 CORPORATE BLVD.  
RENO, NV 89502  
Att:GEORGE FONG

Your No.: **ARROW CREEK ASSESSMENT DISTRICT**  
Our Order No.: 192763JM

In response to the above referenced application for a policy of title insurance, this Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of insurance coverage provided by the title insurance policy selected and should be carefully considered.

It is important to note that this Preliminary Report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of September 16, 1997 at 7:30 a.m.

  
\_\_\_\_\_  
Joe McCaffrey, Title Officer

Title to said estate or interest at the date hereof is vested in:

SOUTHWEST POINTE ASSOCIATES L.L.C., a Delaware limited liability company as to Parcels A and B, BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G. BREWERTON, KENNETH G. WALKER, and GERALD C. SMITH, Trustees of THE NELL J. REDFIELD TRUST, as to Parcel C

The estate or interest in the land hereafter described or referred to covered by this report is:

A FEE





At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. Taxes for the fiscal year 1997-1998, including any secured personal property tax, have been paid in full.  
AP # 152-020-06  
Total \$6,674.22
2. Taxes for the fiscal year 1997-1998, including any secured personal property tax, have been paid in full.  
AP # 152-020-08  
Total \$51,714.29
3. Taxes for the fiscal year 1997-1998, including any secured personal property tax, have been paid in full.  
AP # 152-020-09  
Total \$11,631.05
4. Taxes for the fiscal year 1997-1998, including any secured personal property tax, have been paid in full.  
AP # 152-020-10  
Total \$6,101.22
5. Taxes for the fiscal year 1997-1998, including any secured personal property tax, a lien now due and payable.  
AP # 152-020-11  
Total \$1,537.06  
1st Installment:       \$538.06               Paid  
2nd Installment:       \$333.00               Unpaid  
3rd Installment:       \$333.00               Unpaid  
4th Installment:       \$333.00               Unpaid  
Note:        The 2nd, 3rd and 4th Installments will become delinquent if not paid on or before the first Mondays in October, January and March, respectively.
6. Taxes for the fiscal year 1997-1998, including any secured personal property tax, have been paid in full.  
AP # 152-010-07  
Total \$81,724.18
7. Any liens which may be or may become due the South Truckee Meadows General Improvement District by reason of the location of said land within the boundaries of said District and any use of the services provided thereby. (All amounts are paid current.)
8. Any right of way for Thomas Creek and Dry Creek any and all their tributaries.
9. Easement over a portion of said land, for public utility purposes, and all rights and reservations connected therewith, as granted to Bell Telephone Company of Nevada, by instrument recorded July 8, 1976, in Book 987, Page 901, Document No. 415899, Official Records.

10. A 30 foot access and waterline easement and right of way and incidentals thereto, as granted to the COUNTY OF WASHOE, a political subdivision of the State of Nevada, by Grant of Easement dated March 31, 1988, recorded April 29, 1988 in Book 2728, Page 390, as Document No. 1242872, Official Records.
11. A 30 foot access and waterline easement and right of way and incidentals thereto, as granted to the COUNTY OF WASHOE, a political subdivision of the State of Nevada, by Grant of Easement dated March 31, 1988, recorded April 29, 1988, in Book 2728, Page 400, as Document No. 1242874, Official Records.
12. An easement and right of way, to construct, operate and maintain, overhead electric distribution facilities and all rights incidental thereto, as granted to Sierra Pacific Power Company, a Nevada corporation, by Grant of Easement dated November 22, 1988, recorded January 31, 1989, in Book 2860, Page 866, as Document No. 1302260, Official Records.
13. An easement and right of way to construct, operate and maintain underground electric distribution facilities and all rights incidental thereto, as granted to Sierra Pacific Power Company, a Nevada corporation, by Grant of Easement dated February 17, 1989, recorded March 23, 1989 in Book 2882, Page 917, as Document No. 1312355, Official Records.
14. Notice of Claim of Easement and incidental purposes as disclosed by instruments recorded September 23, 1992 in Book 3570, Page 985, as Document No. 1607389, Official Records.  
(Reference is made to said document for full particulars)
15. An easement as shown on Parcel Map No. 3086  
For : Access, drainage, public utilities and incidental purposes
16. An instrument entitled " SUBDIVISION IMPROVEMENT AGREEMENT PURSUANT TO WASHOE COUNTY CODE 110 ", recorded August 28, 1996 in Book 4658, Page 33, as Document No. 2025157 of Official Records.
17. An option agreement dated August 28, 1996, executed by BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G. BREWERTON, KENNETH G. WALKER and GERALD C. SMITH, as Trustees under the provisions of that certain NELL J. REDFIELD Revocable Trust Agreement dated May 21, 1980 as optionor, and SOUTHWEST POINTE ASSOCIATES, L.L.C., a Delaware limited liability company as optionee, as disclosed by an instrument recorded August 29, 1996 as Document No. 2025691 of Official Records.  
(Affects Parcel C)
18. An easement for public utilities and incidental purposes recorded October 8, 1996 in Book 4691, page 766 as Document No. 2037161 of Official Records.  
Affects : A portion of said land

19. An easement for a temporary right-of-way for roadway turnaround and incidental purposes recorded December 4, 1996 in Book 4736, page 398 as Document No. 2053190 of Official Records.  
Affects : A portion of the land
20. An easement for storm drainage facilities and incidental purposes recorded December 4, 1996 in Book 4736, page 401 as Document No. 2053191 of Official Records.  
Affects : A portion of the land
21. An easement for a temporary right-of-way for roadway turnaround and incidental purposes recorded February 10, 1997 in Book 4790, page 782 as Document No. 2073456 of Official Records.  
Affects : A portion of the land
22. An easement for pedestrian ingress and egress and incidental purposes recorded February 10, 1997 in Book 4790, page 791 as Document No. 2073458 of Official Records.  
Affects : A portion of the land
23. The following grant reflected in the Owner's Certificate on Parcel Map No. 3153:  
  
"...easements as shown for access, utility and drainage are hereby granted."
24. The following notes reflected on Parcel Map No. 3153:
  1. The natural drainage will not be impeded during the development or improvement of these parcels.
  2. Public utility easements are hereby granted, 7.5 feet in width coincident with all dedicated street rights-of-way, 5 feet in width coincident with the exterior boundary of all parcels.  
  
A public utility easement is also hereby granted within each parcel for the exclusive purpose of installing and maintaining utility and Cable TV facilities to that parcel and the right to exit that parcel with said utility and Cable TV facilities for the purpose of serving adjacent parcels at locations mutually agreed upon by the owner of record, at that time, and the utility and Cable TV companies.
  3. Any structures within the 100 year flood zone must comply with the Washoe County Flood Hazard Ordinance.
  4. All improvements regarding access, floodwaters, utilities, wastewater disposal, water supply, and fire protection shall be completed in accordance with the timeframes and designs approved as part of Development Agreement Case No. DA9-1-93.

25. The following notes reflected on Parcel Map No. 3215:

1. The natural drainage will not be impeded during the development or improvement of these parcels.
2. A public utility and cable TV easement is also hereby granted within Parcels 1, 2 and 3 for the exclusive purpose of installing and maintaining utility and cable TV facilities to that parcel and the right to exit that parcel with said utility and cable TV facilities for the purpose of serving adjacent parcels at locations mutually agreed upon by the owner of record, at that time, and the utility and cable TV companies.
3. A private access easement is hereby reserved over those sixty foot wide strips of land within Parcel 4, as shown above, for access between Parcels 1, 2 and 3. These easements may be moved to a more suitable location upon future development of Parcel 4, with the approval of the Washoe County Engineer. A private blanket access easement is hereby reserved over Parcel 1 exclusively for access to Parcels 2 and 3.
4. The owner, buyers, assigns, or any interest holders of any lots or parcels shown hereon, hereby agree that all existing irrigation flows crossing these parcels shall be perpetuated. Any legal rights to water from these ditches shall be honored and the right of access for maintenance and operation shall not be denied to valid holders of those rights.

26. The following note reflected in the Owner's Certificate on Parcel Map No. 3215:

This is to certify that the undersigned Nell J. Redfield Trust is the owner of the tract of land represented on this plat and has consented to the preparation and recordation of this plat, that the same is executed in compliance with and subject to the provisions of N.R.S. Chapter 278, that the easements as shown for access, utility and drainage are hereby granted.

DESCRIPTION: SEE ATTACHED

NOTE: This report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this report or a resulting title policy for such rights or ownership.

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, described as follows:

PARCEL A:

Parcels 1, 2, 3 and 4 of Parcel Map No. 3153 filed in the office of the County Recorder of Washoe County, State of Nevada on January 16, 1997 as File No. 2064609 of Official Records.

PARCEL B:

Parcels 1, 2 and 3 of Parcel Map No. 3215 filed in the office of the County Recorder of Washoe County, State of Nevada on June 2, 1997 as File No. 2104035 of Official Records.

PARCEL C:

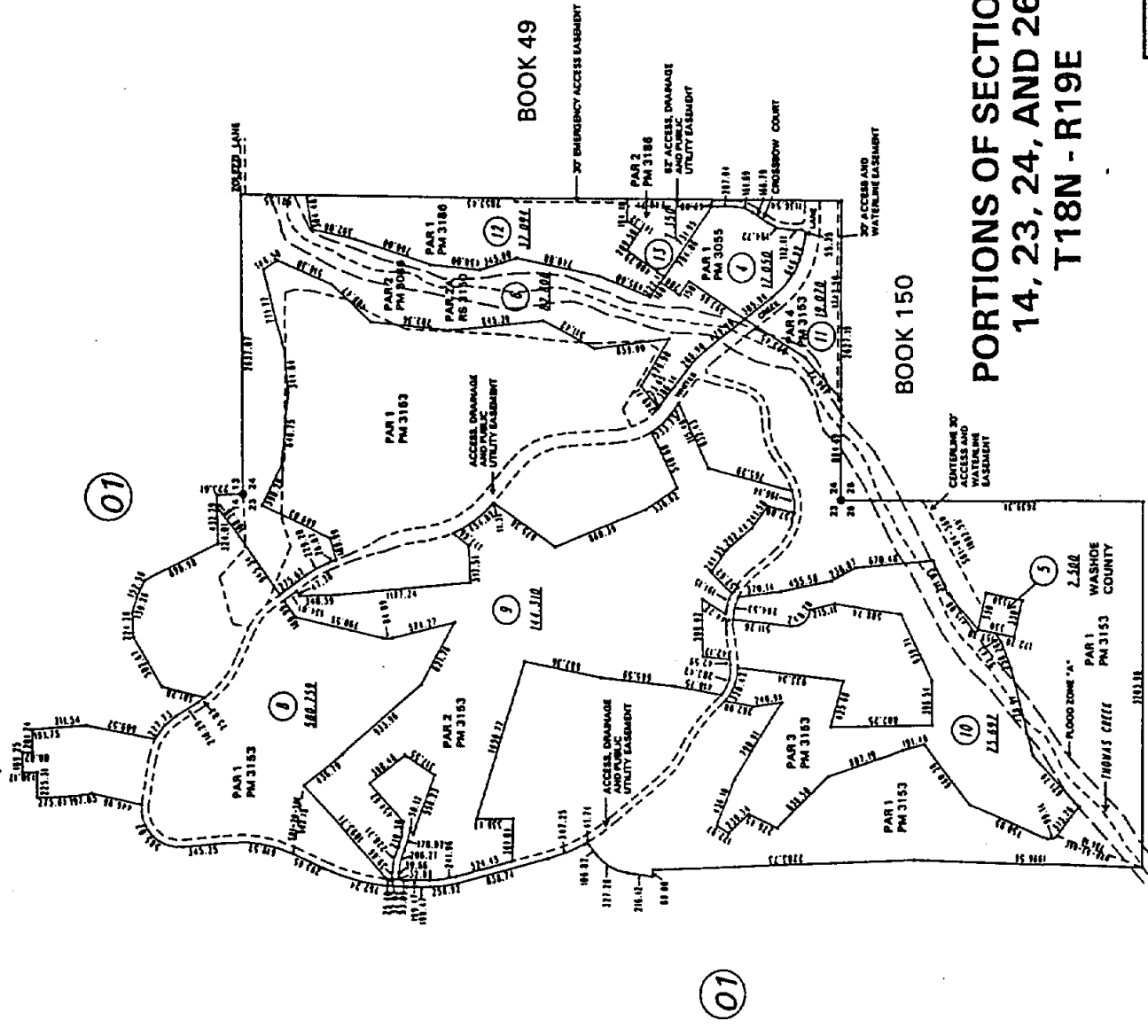
Parcel 4 of Parcel Map 3215 filed in the office of the County Recorder of Washoe County, State of Nevada on June 2, 1997 as File No. 2104035 of Official Records.

PARCEL D:

Parcel 2A of Record of Survey Map No. 3150 filed in the office of the County Recorder of Washoe County, State of Nevada on November 27, 1997 as File No. 2051794 of Official Records.



Drawn by\_KL10/4/98  
Revised\_GZ 4/21/97



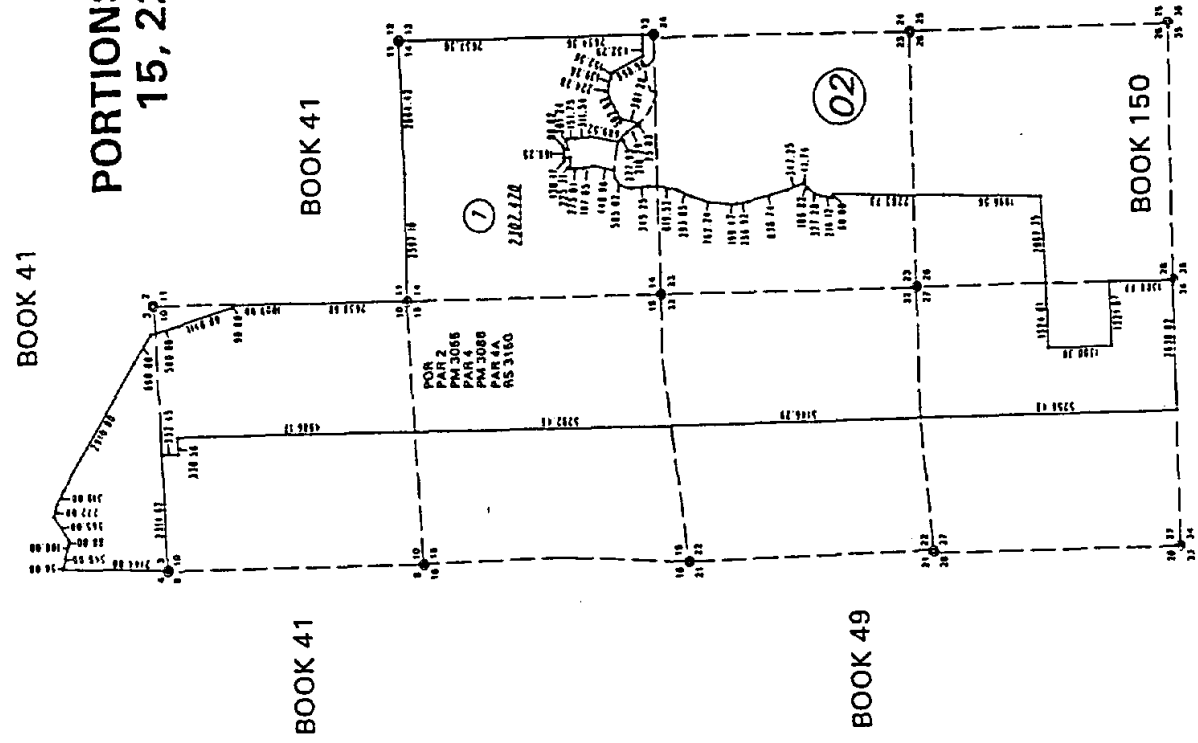
**PORTIONS OF SECTIONS  
14, 23, 24, AND 26  
T18N - R19E**

This area previously shown on 152-01  
NOTE:  
ASSESSOR'S BLOCK NUMBERS SHOWN IN ELLIPSES  
ASSESSOR'S PARCEL NUMBERS SHOWN IN CIRCLES

**BOOK 150**  
**Office of Washoe County Assessor, Nevada - Robert W. McGowan**

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

PORTIONS OF SECTIONS 3, 10, 14,  
15, 22, 23, 24, 26, AND 27  
T18N - R19E

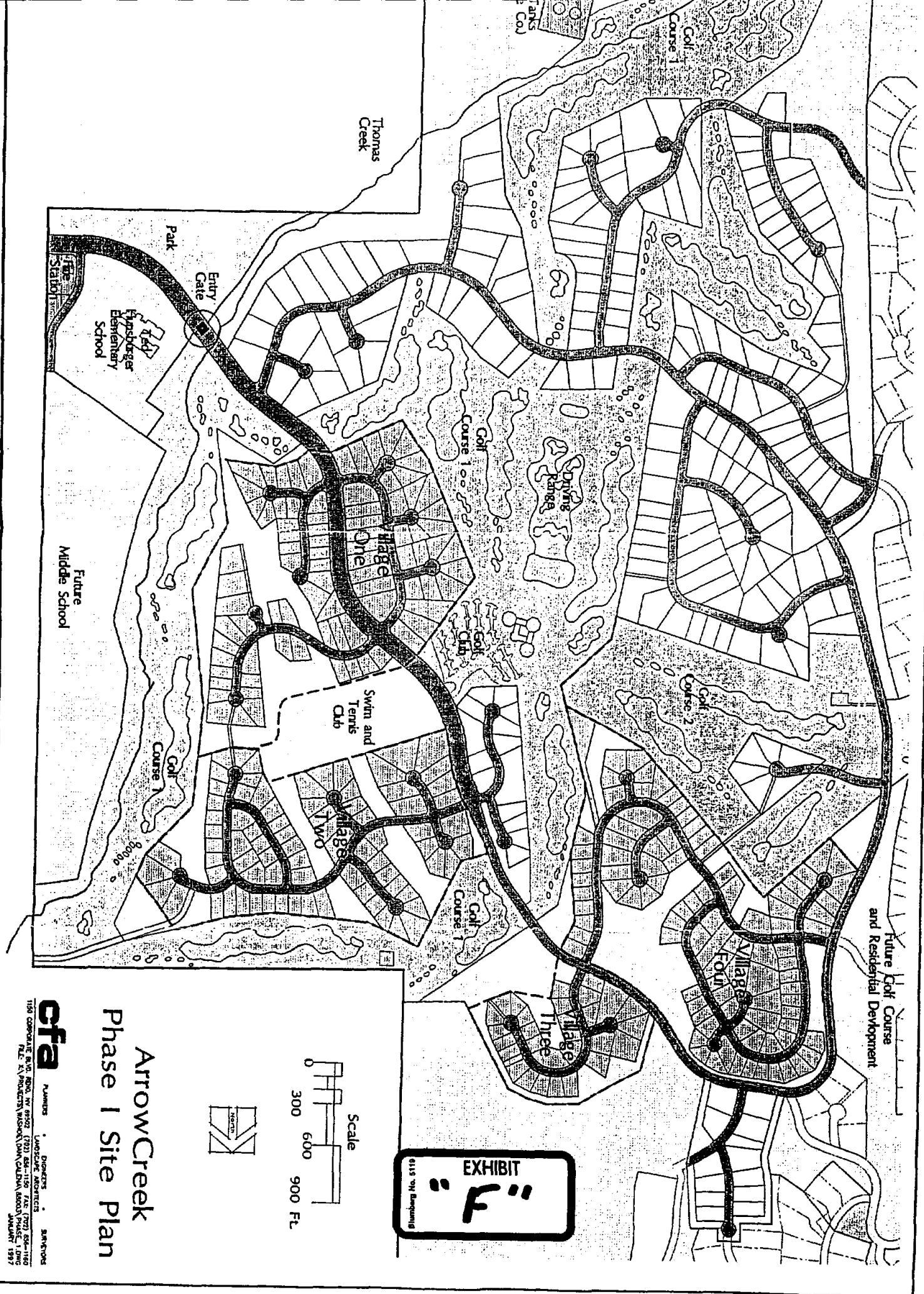


This area previously shown on 41.07 & 49.01  
 NOTE:  
 ASSESSOR'S BLOCK NUMBERS SHOWN IN ELLIPSES  
 ASSESSOR'S PARCEL NUMBERS SHOWN IN CIRCLES

BOOK 49  
 Office of Washoe County Assessor, Nevada - Robert W. McGowan

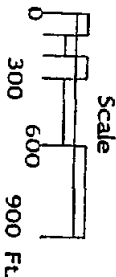
NOTE: This map is prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or the accuracy of the data delineated hereon.

Drawn by KL 9/27/96  
 Revised 10/98 2/97



The improvements herein are conceptual, some or all of them need not be built.

EXHIBIT "F"



# ArrowCreek Phase I Site Plan

**cfa** PLANNERS ARCHITECTS SURVEYORS  
 1150 CORPORATE BLVD., SUITE 1150 (772) 555-1150 FAX (772) 555-1150  
 P.O. BOX 10000 WILSON, OHIO 44095  
 JANUARY 1987



DESCRIPTION

SUBDIVISION AND OPEN SPACE

Portions of Sections 3, 10, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada, more particularly described as follows:

Parcels 1A and 4B of Survey Map 3294, as shown on the plat thereof, recorded August 26, 1997, as Document No. 2128435, Official Records of Washoe County, Nevada;

excepting therefrom the following described parcel of land:

Commencing at the southwest corner of said Section 24;  
thence along the south line of said Section 24, S 89°56'17" E, 884.69 feet;  
thence N 50°25'19" E, 496.72 feet;  
thence N 31°56'15" E, 623.45 feet to a point on the northerly line of Arrowcreek Parkway;  
thence along said northerly line the following courses and distances:  
N 37°41'43" W, 429.99 feet;  
along the arc of a tangent 910.00 foot radius curve to the left through a central angle of 16°48'17" a distance of 266.90 feet;  
N 54°30'00" W, 386.14 feet;  
along the arc of a tangent 490.00 foot radius curve to the right through a central angle of 50°49'12" a distance of 434.62 feet;  
thence N 03°40'48" W, 455.56 feet;  
along the arc of a tangent 710.00 foot radius curve to the left through a central angle of 46°40'18" a distance of 578.35 feet;  
thence N 50°21'06" W, 375.49 feet;  
along the arc of a tangent 840.00 foot radius curve to the right through a central angle of 22°56'48" a distance of 336.42 feet to the TRUE POINT OF BEGINNING;  
thence continuing along the arc of said 840.00 foot radius curve to the right through a central angle of 14°25'02" a distance of 211.37 feet;  
thence N 72°35'00" E, 300.09 feet;  
thence S 17°05'29" E, 34.74 feet;  
thence along the arc of a non-tangent 252.50 foot radius curve to the left from a tangent bearing S 72°54'31" W through a central angle of 54°56'25" a distance of 242.12 feet;  
thence S 17°58'07" W, 41.29 feet;  
thence along the arc of a tangent 87.50 foot radius curve to the right through a central angle of 46°09'22" a distance of 70.49 feet to the point of beginning.

Containing 2638.43 acres, more or less.



## DESCRIPTION

### GOLF COURSE AREA

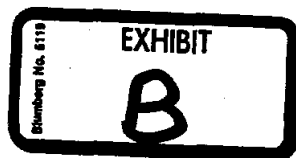
Portions of Sections 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada, more particularly described as follows:

Parcel 2A of Survey Map 3150, as shown on the plat thereof, recorded November 27, 1996, as Document No. 2051794, Official Records of Washoe County, Nevada;

Parcels 2 and 3 of Parcel Map 3215, as shown on the plat thereof, recorded June 2, 1997, as Document No. 2104035, Official Records of Washoe County, Nevada;

Parcels 2A, 3A and 1B of Survey Map 3294, as shown on the plat thereof, recorded August 26, 1997, as Document No. 2128435, Official Records of Washoe County, Nevada;

Containing 551.90 acres, more or less.



## DESCRIPTION

### COMMERCIAL CENTER

Portions of Sections 23 and 24, T18N, R19E, MDM, Washoe County, Nevada, and being a portion of Parcel 1A of Survey Map 3294, as shown on the plat thereof, recorded August 26, 1997, as Document No. 2128435, Official Records of Washoe County, Nevada; more particularly described as follows:

Commencing at the southwest corner of said Section 24;  
thence along the south line of said Section 24, S 89°56'17" E, 884.69 feet;  
thence N 50°25'19" E, 496.72 feet;  
thence N 31°56'15" E, 623.45 feet to a point on the northerly line of Arrowcreek Parkway;  
thence along said northerly line the following courses and distances:  
N 37°41'43" W, 429.99 feet;  
along the arc of a tangent 910.00 foot radius curve to the left through a central angle of 16°48'17" a distance of 266.90 feet;  
N 54°30'00" W, 386.14 feet;  
along the arc of a tangent 490.00 foot radius curve to the right through a central angle of 50°49'12" a distance of 434.62 feet;  
thence N 03°40'48" W, 455.56 feet;  
along the arc of a tangent 710.00 foot radius curve to the left through a central angle of 46°40'18" a distance of 578.35 feet;  
thence N 50°21'06" W, 375.49 feet;  
along the arc of a tangent 840.00 foot radius curve to the right through a central angle of 22°56'48" a distance of 336.42 feet to the TRUE POINT OF BEGINNING;  
thence continuing along the arc of said 840.00 foot radius curve to the right through a central angle of 14°25'02" a distance of 211.37 feet;  
thence N 72°35'00" E, 300.09 feet;  
thence S 17°05'29" E, 34.74 feet;  
thence along the arc of a non-tangent 252.50 foot radius curve to the left from a tangent bearing S 72°54'31" W through a central angle of 54°56'25" a distance of 242.12 feet;  
thence S 17°58'07" W, 41.29 feet;  
thence along the arc of a tangent 87.50 foot radius curve to the right through a central angle of 46°09'22" a distance of 70.49 feet to the point of beginning.

Containing 31,116 square feet, more or less.



RECEIVED

OCT 06 1997

WASHOE COUNTY  
COMMUNITY DEVELOPMENT

DA9-1-93

Master Sanitary Sewer Report

for

ArrowCreek

FILE COPY

Washoe County, Nevada

Prepared for:

Southwest Pointe Associates LLC  
3939 So. McCarran Blvd.  
Reno, NV 89502

June 22, 1998

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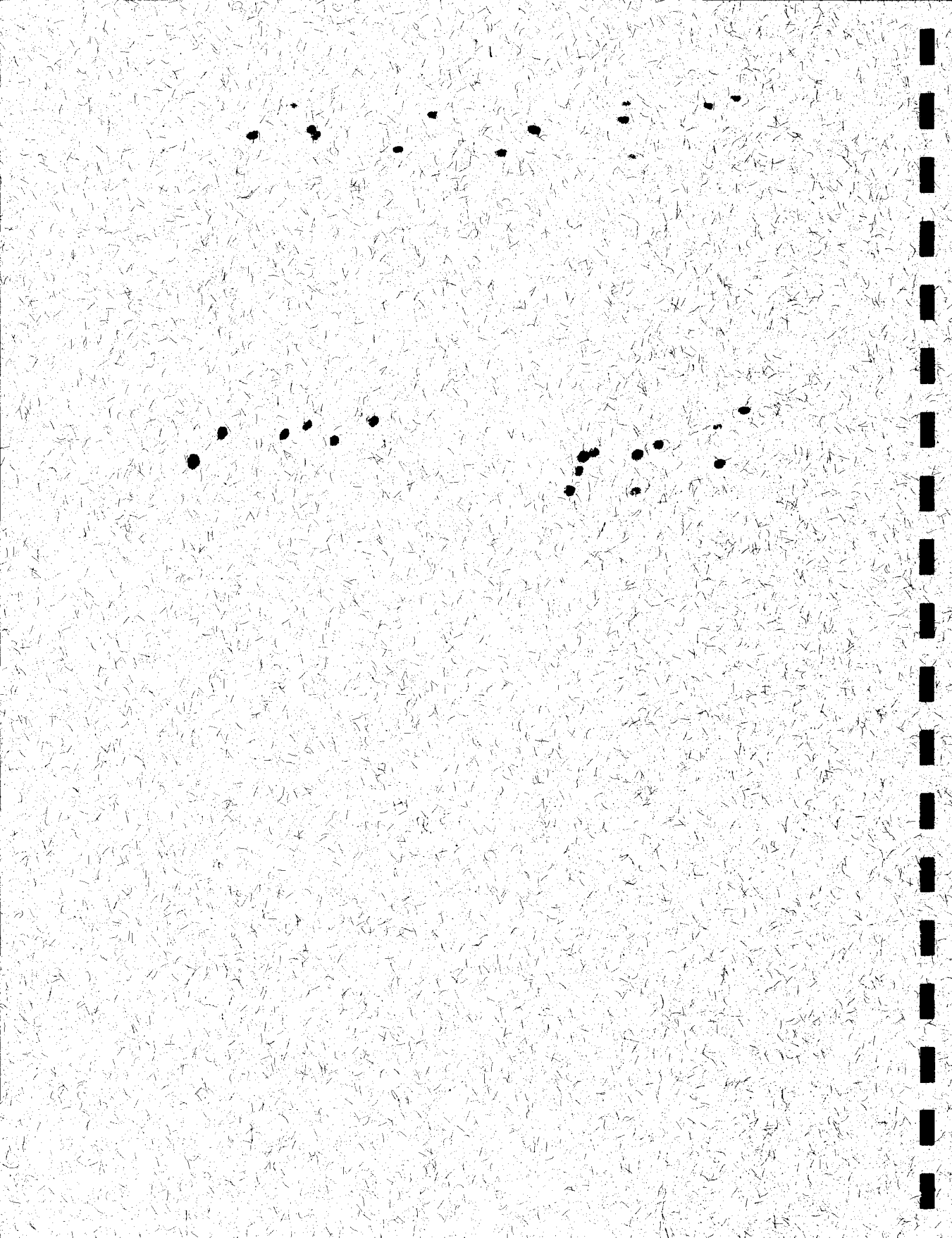
SURVEYORS

LANDSCAPE ARCHITECTS

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## INTRODUCTION

This report presents the results of the master sanitary sewer study for the proposed ArrowCreek development in Washoe County, Nevada. This report shall provide the general sanitary sewer design guidelines for all future developments of the project. Final design may vary as long as the design concept as established in this report is maintained. Due to the existing topography, it is quite impossible to have any further development upstream of the project.

## SITE DESCRIPTION

ArrowCreek comprises 3,272 acres of undeveloped land located west of the present terminus of Zolezzi Lane as shown on the Vicinity Map.

The site slopes generally toward the northeast at grades ranging from 6 to 10 percent, with a total relief of approximately 1,125 feet. Two major drainageways traverse the property -- Thomas Creek along the southern and eastern edges and Dry Creek through the western & north central portions of the land.

The majority of the project site lies within FEMA Flood Zone X "unshaded", indicating minimal flood hazard. Thomas Creek and a portion of Dry Creek within the project site have been identified as FEMA Flood Zone A, indicating the limits of the 100-year flood. Wetlands and Waters of the USA are also identified on various branches of Dry Creek and Thomas Creek throughout the project site.

## PROJECT DESCRIPTION

ArrowCreek proposes 1,090 residential lots and two 18-hole golf courses. Other site amenities include an entry gate building, a community center, a golf clubhouse and a maintenance building. The residential lots are grouped into neighborhoods with lots ranging in size from 12,000 square feet to over 1 acre. No structures other than the roadways are proposed in the Flood Zone A area. Bridges will be provided at all locations where the roadway crosses the wetlands and/or the waters of the U.S.A. All utilities are to be spanned

with the roadway bridges. Due to the existing topography, it is quite impossible to have any development upstream of the project. Therefore, future sewage contribution from any upstream area is not considered.

### SCOPE OF STUDY

1. Provide a schematic layout of the onsite sanitary sewer system based on the current site plan.
2. Identify onsite locations where sewer lift stations will be required.
3. Evaluate the adequacy of the existing sewer system downstream for serving the ArrowCreek Project.
4. Identify where and when upgrades of the existing system are needed.

### ONSITE STUDY

#### General Description

The onsite sewer system is set up based on the lot layout and the anticipated grading per the current site plan as shown on the Master Sewer Plan. The sewer will be spanned with the roadway at all crossings with the flood zone, wetlands, and the Water of the U.S.A., and the proposed sewer system therefore will not disturb these areas.

The site is divided into 25 sub-areas with 23 design points. The number of lots contributing to each design point are estimated. The results are tabulated in Table 1 and on the Master Sewer Plan.

#### On-site Systems & Tie-In Locations

Due to the existing topography, there will be two onsite systems. Both systems will be crossing the east site boundary.



The system at the south will be a gravity system serving a total of 300 lots and the Entry Gate Building. It leaves the site at the southeast corner where it will tie-in to an 8" stub provided by the Ted Hunsberger Elementary School project on ArrowCreek Parkway. An 8" service connection is also prepared for a future park south of the school site.

For the remainder of the project, the Community Center, the Golf Clubhouse and the Maintenance Building plus approximately 484 lots can be sewered by gravity and 306 lots will be sewered either by pressure systems or individual septic systems. Two lift stations and force main systems, as shown in the Master Sewer Plan are required for the current site plan. However, the final site plan will depict the necessities for these lift stations and force mains. Nonetheless, the sewer system serving these lots will be leaving the site at the northeast corner and tie-in to an existing system on Zolezzi Lane at approximately 2,650 feet east.

An alternative to the two lift stations and 790 lots sewerage to the north, as described above, it may be feasible to sewer the extreme northeast portion (sub-areas 17-20) through the Southwest Vistas project. This would eliminate the need for one lift station, but may require an upgrade to the existing Southwest Vistas lift station. Also, downstream capacity through Southwest Vistas will need to be determined.

### Design Criteria

Per the Washoe County Utility Services Division's latest requirement, design flows for the residential units shall be 325 gallon per day per lot with a peak factor of 3, also Manning's n of 0.0012 shall be used for the hydraulic calculations of sewer pipes. Sewage contributions from the various onsite facilities (clubhouse, entry gate house, etc.) are not added to the total flow since their contributions are quite minimal comparing to the overall and their peak usage times are quite different from the residential use.

## **OFFSITE STUDY**

### Area of Study

The existing sewer lines at both tie-in locations are running in the easterly direction, and are joined into one at the intersection of Water Lily Way and West Daisybrush Lane, somewhere

in between Zolezzi Lane and Whites Creek Lane. Continue running toward the northeasterly direction, this combined system is connected to an existing trunk line on South Virginia Street. Per Washoe County Utility Services Division, once the system reaches this location, capacity is of no concern. Therefore, the offsite study area will be between the tie-in locations and the junction at the South Virginia Street and Zolezzi Lane intersection.

The existing system in question as described above is generally known as the Special Assessment District No. 9 Fieldcreek Trunk Lines. The subdivisions that are planned for this system include approximately 1,450 lots at full built-out as summarized below:

Thomas Creek Subdivision	195 Lots at full built-out
Saddlehorn Subdivision	432 Lots at full built-out
Fieldcreek Ranch Subdivision	447 Lots at full built-out
Southwest Vista Subdivision	376 Lots at full built-out

The existing information is shown on the Offsite Master Sewer Plan in pocket.

#### Current Connections

Thomas Creek Subdivision is fully constructed but the houses are all serviced by individual septic systems. There is no existing plan of when the subdivision will be connected to the system, but the Washoe County Utility Services Division would like to reserve the sewer capacity for these homes.

The other three subdivisions are not at full built-out yet, but the homes that are constructed are currently connected to the sewer system. For the purpose of estimating the number of current connections, the number of lots included in the subdivision final maps are listed in Table 2 and summarized below:

Saddlehorn Subdivision	266 Lots
Fieldcreek Ranch Subdivision	326 Lots
<u>Southwest Vista Subdivision</u>	<u>84 Lots</u>
Total Current Connections	676 Lots

## Study Groupings

For evaluation purpose, the existing sewer system in question is grouped into six sections as shown in the Offsite Master Sewer Plan and described below:

### Section 1: Fieldcreek Sewer System Trunk

This section contains sewer lines of 10" to 18" diameters between South Virginia Street and Junction A which is located at the intersection of West Daisybrush Lane and Water Lily Way. It is intended to accept flows from the entire study area, including Thomas Creek, Saddlehorn, Fieldcreek Ranch, and Southwest Vista Subdivisions. With the additional flow from the ArrowCreek project, it will be evaluated for a total of 2,540 lots (1,450 lots from the other subdivisions and 1,090 lots from ArrowCreek).

### Section 2: Fieldcreek Sewer System South (Part 1)

This section covers the 8" diameter sanitary sewer lines recently constructed with the Ted Hunsberger Elementary School Project. It is located between the east boundary of ArrowCreek and Junction B on Whites Creek Lane. The contributing flows will include approximately 300 lots from ArrowCreek plus the elementary school and the other miscellaneous areas such as the park, neighbor commercial, and fire station. Due to the different usage pattern of the residential lots versus other non-residential areas, and with the residential lots being the major contributors; it is adequate to evaluate the sewer system based on the residential lot demands only.

### Section 3: Fieldcreek Sewer System South (Part 2)

This section covers a relatively short length of 8" diameter sewer lines between Junction B and Junction C situated on Fieldcreek Lane approximately 400 feet east of Thomas Creek Road. It will accept flows from ArrowCreek (300 lots) and Saddlehorn Subdivision (432 lots); that is, a total of 732 lots.

#### Section 4: Fieldcreek Sewer System South (Part 3)

This section consists entirely of 10" diameter sewer lines that run between Junction C and Junction A. In addition to ArrowCreek and Saddlehorn (732 lots), approximately sixty percent (60%) of the Fieldcreek Ranch Subdivision (269 lots) will also be serviced by this line. A portion of the Thomas Creek Subdivision could also be serviced by this line, however, without any specific plan on how it would tie in to the system, it is assumed to be self-contained within the subdivision and may possibly tie-in to the existing sewer line on Zolezzi Lane directly downstream from Thomas Creek Road and not tributary to this section of the sewer line. Therefore, it will be evaluated for a total of 1001 lots.

#### Section 5: Fieldcreek Sewer System North (Part 1)

This section covers the areas between the connection point approximately 2,650 feet east of ArrowCreek on Zolezzi Lane and Junction D which is located at the intersection of Water Lily Way and Llama Court within the Fieldcreek Ranch Subdivision. Areas to be considered are the Southwest Vista Subdivision (376 lots), Thomas Creek Subdivision (195 lots), and the north portion of ArrowCreek that include approximately 790 lots and three other site facilities (Community Center, Golf Clubhouse and Maintenance Building). For the same reason as discussed previously, only the flows from the residential lots are included in the calculations. Therefore, a total of 1,361 lots will be considered.

#### Section 6: Fieldcreek Sewer System North (Part 2)

This section lies between Junction D and Junction A. In addition to the 1,361 lots mentioned above, this line is serving the remaining forty percent (40%) of the Fieldcreek Ranch Subdivision (approximately 178 lots). Therefore, this section of the sewer system will need to be designed for a total of 1,539 lots.

The sewer service demand on each of the six study sections, under both the ultimate and the current conditions, are listed in Table 3.

Source of Information

The existing sewer system in this study was designed and constructed at various times by various entities. Except for the section "Fieldcreek Sewer System South (Part 1)" that the information is based on the Ted Hunsberger Elementary School Improvement Plans prepared by CFA, Inc., information for all other sections of the existing sewer system are obtained from as-built plans provided by the Washoe County Utility Services Division. While the information presented here may be adequate for this preliminary study, recommendations for improvements at the construction level shall be made based on actual surveyed information.

Flow Estimation

A good way of estimating existing flow is to measure it. At the time of final design, flows shall be monitored at some key locations in order to assess the real existing flows. For the purpose of this report 325 gpd per lot is used for all lines. A peak factor of 3 is applied to sewer lines of all sizes.

On a per lot basis:

$$Q_{(8" \text{ diameter \& below})} = 325 \text{ gpd} \times 3 = 975 \text{ gpd} = 1.508 \times 10^{-3} \text{ cfs}$$

where

Q = flow rate

gpd = gallons per day

cfs = cubic feet per second

and

$$1 \text{ cfs} = 646,387.26 \text{ gpd}$$

Capacities of the existing sewer lines are evaluated at 80% full using Manning's n of 0.0012.

### Upgrade of the Existing System

Based on the available data, the existing capacity of each pipe segment (or pipe run) is estimated for the six study sections. The estimated capacities are converted into number of lots for convenience in identifying the needs of upgrade under the ultimate conditions. The results are presented in Tables 4-1 to 4-6.

For all the segments where upgrade is needed, an upgrade schedule is prepared, as shown in Table 5, to indicate when and where the upgrades are needed. This schedule however, only covers the two hypothetical situations:

1. Worst case scenario - All the lots within the study area are already connected to the system prior to any ArrowCreek development.
2. Best case scenario - There is no additional hook-up from the other subdivisions during the span of the ArrowCreek development.

In reality, as ArrowCreek develops, there will be some additional hook-ups from the other subdivisions within the study area, but probably not all. Therefore, the need and the timing of the upgrades shall be evaluated dynamically with the development by incorporating the concept as established here.

Future upgrades, which may include upsizing an existing line or providing additional lines (parallel system), shall be determined based on the site conditions at the time of final designs.

### **CONCLUSIONS**

The ArrowCreek project can be developed under this proposed master plan without adverse effect to the adjacent and downstream properties.

The findings in this report are summarized below:

1. Due to the site topography, there needs to be two onsite systems. The system at the south exits the site to the east to tie-in to the system on ArrowCreek Parkway east of

- Thomas Creek. The system at the north exits the site to the east to tie-in to the system on Zolezzi Lane. These two systems that ArrowCreek is tying into are both tributary to the Special Assessment District No. 9 Fieldcreek Trunk Lines.
2. Based on the current site plan, two onsite lift station locations are identified to serve a total of 306 lots. However, the actual needs, sizes, and locations for these lift stations shall be depicted by the final site plan. An alternative is to sewer a portion of the project through Southwest Vistas and eliminate the need for one lift station.
  3. Due to the topographic constraint, it is quite impossible for other future developments in the project vicinity to be serviced through the ArrowCreek Sewer System. Under the full built-out conditions of the study area, except for a few segments of the system, the majority of the existing downstream sewer lines have adequate capacities to serve the ArrowCreek project and the four subdivisions within the study area.
  4. Locations of the upgrades to the existing system have been identified under both the worst case and the best case scenarios. The actual when, where, how of the upgrades shall be evaluated, using the concepts established in this report, at each phase of the development based on the conditions at the time.

## ONSITE LOT CALCULATIONS

### PART A: INDIVIDUAL AREAS

DESIGN POINT	SUB-AREA	NUMBER OF LOTS
1	1	65
2	2	68
3	3	57
4	4	36
5	5	143
6	6	16
7	7	15
8	8	59
9	9	48
10	10	23
11	11	38
12	12	20
13	13	43
14	14	79
15	15	27
16	16	35
17	17	41
18	18	39
19	19	45
20	20	52
21	21	22
22	22	39
23	23	39
24	24	34
25	25	7
	Total	1090



**ONSITE LOT CALCULATIONS**

Alternative A - Two Lift Stations and Keeping On-site Flows Within Arrowcreek

**PART B: CUMULATIVE AREAS**

DESIGN POINT	SUB-AREA	NUMBER OF LOTS
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1	1	65
2	2,7,8	142
3	1,2,3,7,8	264
4	1,2,3,4,7,8	300

**Leaving Site at the South (ArrowCreek Parkway) 300**

5	5	143
6	6	16
7	9	48
8	9,10	71
9	11	38
10	9,10,11,12	129
11	9,10,11,12,13	172
12	6,9,10,11,12,13,14	267
13	15	27
14	6,9,10,11,12,13,14,15,16	329
15	17	41
16	17,18,19	125
17	17,18,19,20	177
18	6,9,10,11,12,13,14,15,16,17,18,19,20	506
19	6,9-21	528
20	6,9-22	567
21	6,9-23	606
22	5,6,9-24	783
23	5,6,9-25	790

**Leaving Site at the North (Zolezzi Lane) 790**

<b>Total Leaving Site</b>	<b>1090</b>
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## ONSITE LOT CALCULATIONS

Alternative B - One Lift Station and Sewering Some Flow Through Southwest Vistas

### PART B: CUMULATIVE AREAS

DESIGN POINT	SUB-AREA	NUMBER OF LOTS
1	1	65
2	2,7,8	142
3	1,2,3,7,8	264
4	1,2,3,4,7,8	300
<b>Leaving Site at the South (ArrowCreek Parkway)</b>		<b>300</b>
5	5	143
6	6	16
7	9	48
8	9,10	71
9	11	38
10	9,10,11,12	129
11	9,10,11,12,13	172
12	6,9,10,11,12,13,14	267
13	15	27
14	6,9,10,11,12,13,14,15,16	329
15	17	41
16	17,18,19	125
17	17,18,19,20	177
18	6,9,10,11,12,13,14,15,16	329
19	6,9,10,11,12,13,14,15,16,21	351
20	6,9,10,11,12,13,14,15,16,21,22	390
21	6,9,10,11,12,13,14,15,16,21,22,23	429
22	5,6,9,10,11,12,13,14,15,16,21,22,23,24	606
23	5,6,9,10,11,12,13,14,15,16,21,22,23,24,25	613
<b>Leaving Site at the North (West of Zolezzi Lane)</b>		<b>613</b>
<b>Leaving Site Through Southwest Vistas</b>		<b>177</b>
<b>Total Leaving Site</b>		<b>1090</b>

## Existing Hookups Data

Subvision Name	Accessor's Parcel Map		No. of Units	Hookup?
	Book No.	Page No.		
Thomas Creek Estates Unit 1	49	15	29	No
Thomas Creek Estates Unit 1	49	18	51	No
Thomas Creek Estates Unit 2B	49	18	15	No
Thomas Creek Estates Unit 2B	49	19	12	No
Thomas Creek Estates Unit 2C	49	16	49	No
Thomas Creek Estates Unit 3A	49	16	7	No
Thomas Creek Estates Unit 3B	49	19	6	No
Thomas Creek Estates Unit 3C	49	18	6	No
Thomas Creek Estates Unit 3D	49	17	6	No
Thomas Creek Estates Unit 3E	49	17	8	No
Thomas Creek Estates Unit 3F	49	16	6	No
Thomas Creek Estates Total			195	
Saddlehorn Subdivision Unit 1	49	20	63	Yes
Saddlehorn Subdivision Unit 2	49	46	17	Yes
Saddlehorn Subdivision Unit 2	49	47	31	Yes
Saddlehorn Subdivision Unit 3	49	2	1	Yes
Saddlehorn Subdivision Unit 3	49	48	24	Yes
Saddlehorn Subdivision Unit 3	49	49	21	Yes
Saddlehorn Subdivision Unit 4	49	53	18	Yes
Saddlehorn Subdivision Unit 5	49	46	21	Yes
Saddlehorn Subdivision Unit 6	49	58	18	Yes
Saddlehorn Subdivision Unit 7	49	59	18	Yes
Saddlehorn Subdivision Unit 8	49	63	18	Yes
Saddlehorn Subdivision Unit 9	49	65	16	Yes
Saddlehorn Subdivision Total			266	
Fieldcreek Ranch Subdivision Unit 1		Does not exist		
Fieldcreek Ranch Subdivision Unit 2	49	29	40	Yes
Fieldcreek Ranch Subdivision Unit 3	49	31	54	Yes
Fieldcreek Ranch Subdivision Unit 4	49	32	16	Yes
Fieldcreek Ranch Subdivision Unit 5	49	28	15	Yes
Fieldcreek Ranch Subdivision Unit 5	49	29	20	Yes
Fieldcreek Ranch Subdivision Unit 5	49	33	14	Yes
Fieldcreek Ranch Subdivision Unit 6	49	34	16	Yes
Fieldcreek Ranch Subdivision Unit 6	49	54	23	Yes
Fieldcreek Ranch Subdivision Unit 7	49	26	17	Yes
Fieldcreek Ranch Subdivision Unit 7	49	27	29	Yes
Fieldcreek Ranch Subdivision Unit 7	49	29	4	Yes
Fieldcreek Ranch Subdivision Unit 8	49	66	39	Yes
Fieldcreek Ranch Subdivision Unit 9	49	78	39	Yes
Fieldcreek Ranch Subdivision Total			326	
Southwest Vista Subdivision Unit 1	49	71	4	Yes
Southwest Vista Subdivision Unit 1	49	72	75	Yes
Southwest Vista Subdivision Unit 2	152	3	5	Yes
Southwest Vista Subdivision Total			84	

## Sewer Service Summary

Ultimate Condition Subdivision Name	No. of Lots Served/ to be Served by					
	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6
Thomas Creek Estate	195	0	0	0	195	195
Saddlehorn	432	0	432	432	0	0
Field Creek Ranch	447	0	0	269	0	178
Southwest Vista	376	0	0	0	376	376
Reserved Capacity (# Lots)	1,450	0	432	701	571	749
ArrowCreek	1,090	300	300	300	790	790
Total No. of Lots	2,540	300	732	1,001	1,361	1,539

Current Condition Subdivision Name	No. of Lots Currently Served by					
	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6
Thomas Creek Estate	0	0	0	0	0	0
Saddlehorn (Up to Unit 9)	266	0	266	266	0	0
Field Creek Ranch (Up to Unit 9)*	326	0	0	148	0	178
Southwest Vista (Unit 1 & 2)	84	0	0	0	84	84
Existing Hookups (# Lots)	676	0	266	414	84	262

\* Section 4 includes Field Creek Ranch Units 3, 4, 6, & 9.  
 Section 6 includes Field Creek Ranch Units 2, 5, 7, & 8.

# Upgrader.xls - Existing Section 1

Fieldcreek Sewer System Trunk  
(2,540 Lots)

Q = (325 gpd x 3) per lot

Downstream Manhole	Upstream Manhole	Diameter (inches)	Length (feet)	Slope (ft/ft)	Capacity (80% Full)		# lots	Needs Upgrade?
					cfs	gpd		
Ex. MH	A1	12	240	0.0050	2.669	1,725,420	1,770	Yes
A1	A2	12	195	0.0100	3.775	2,440,112	2,503	Yes
A2	A3	12	186	0.0200	5.339	3,450,839	3,539	No
A3	A4	12	350	0.0200	5.339	3,450,839	3,539	No
A4	A5	12	303	0.0300	6.538	4,226,398	4,335	No
A5	A6	12	287	0.0400	7.550	4,880,224	5,005	No
A6	A7	12	250	0.0340	6.961	4,499,344	4,615	No
A7	A8	12	269	0.0100	3.775	2,440,112	2,503	Yes
A8	A9	12	310	0.0100	3.775	2,440,112	2,503	Yes
A9	A10	12	352	0.0370	7.261	4,693,649	4,814	No
A10	A11	12	294	0.0440	7.919	5,118,422	5,250	No
A11	A12	12	315	0.0080	3.376	2,182,502	2,238	Yes
A12	A13	12	238	0.0290	6.429	4,155,361	4,262	No
A13	A14	12	309	0.0060	2.924	1,890,103	1,939	Yes
A14	A15	10	390	0.0450	4.925	3,183,215	3,265	No
A15	A16	10	272	0.0200	3.283	2,122,144	2,177	Yes
A16 = B1	B2	10	240	0.0360	4.405	2,847,154	2,920	No
B2	B3	10	390	0.0460	4.979	3,218,390	3,301	No
B3	B4	10	336	0.0600	5.686	3,675,660	3,770	No
B4	B5	10	329	0.0700	6.142	3,970,167	4,072	No
B5	B6	10	127	0.0300	4.021	2,599,084	2,666	No
B6	B7	10	127	0.0880	6.887	4,451,446	4,566	No
B7	B8	10	254	0.0610	5.734	3,706,164	3,801	No
B8	B9	10	268	0.0660	5.964	3,855,065	3,954	No
B9	B10=W1	10	188	0.0200	3.283	2,122,144	2,177	Yes

Notes: Junction A @ B10=W1

Table 4-1

# Upgrader.xls - Existing Section 2

Fieldcreek Sewer System South (Part 1)  
(300 Lots)

Q = (325 gpd x 3) per lot

Downstream Manhole	Upstream Manhole	Diameter (inches)	Length (feet)	Slope (ft./ft)	Capacity (80% Full)		Needs Upgrade?
					cfs	gpd	
WC10	WC9	8	186	0.0656	3.279	2,119,752	No
WC9	WC8	8	376	0.0343	2.371	1,532,781	No
WC8	WC7	8	374	0.0531	2.950	1,907,130	No
WC7	WC6	8	411	0.0394	2.541	1,642,787	No
WC6	WC5	8	400	0.0570	3.057	1,975,925	No
WC5	WC4	8	400	0.0587	3.102	2,005,174	No
WC4	WC3	8	400	0.0214	1.873	1,210,709	No
WC3	WC2	8	350	0.0050	0.905	585,219	No

Notes: Junction B @ WC10

# Upgrader.xls - Existing Section 3

Fieldcreek Sewer System South (Part 2)  
(732 Lots)

Q = (325 gpd x 3) per lot

Downstream Manhole	Upstream Manhole	Diameter (inches)	Length (feet)	Slope (ft/ft)	Capacity (80% Full)		Needs Upgrade?	
					cfs	gpd		
B32	Ex. MH	8	35	0.0040	0.810	523,435	537	Yes
Ex. MH	WC10	8	245	0.0282	2.150	1,389,817	1,425	No

Notes: Junction C @ B32  
Junction B @ WC10

# Upgrader.xls - Existing Section 4

Fieldcreek Sewer System South (Part 3)  
(1001 Lots)

Q = (325 gpd x 3) per lot

Downstream Manhole	Upstream Manhole	Diameter (inches)	Length (feet)	Slope (ft/ft)	Capacity (80% Full)		Needs Upgrade?
					cfs	gpd	
B10=W1	B11	10	185	0.0150	2.843	1,837,830	No
B11	B12	10	185	0.0540	5.395	3,487,038	No
B12	B13	10	151	0.0530	5.344	3,454,599	No
B13	B14	10	234	0.0200	3.283	2,122,144	No
B14	B15	10	185	0.0100	2.321	1,500,582	No
B15	B16	10	185	0.0100	2.321	1,500,582	No
B16	B17	10	176	0.0510	5.243	3,388,791	No
B17	B18	10	350	0.0580	5.591	3,613,880	No
B18	B19	10	350	0.0510	5.243	3,388,791	No
B19	B20	10	241	0.0600	5.686	3,675,660	No
B20	B21	10	225	0.0600	5.686	3,675,660	No
B21	B22	10	226	0.0520	5.294	3,421,854	No
B22	B23	10	275	0.0470	5.033	3,253,184	No
B23	B24	10	273	0.0280	3.885	2,510,954	No
B24	B25	10	350	0.0540	5.395	3,487,038	No
B25	B26	10	350	0.0420	4.758	3,075,278	No
B26	B27	10	180	0.0240	3.596	2,324,692	No
B27	B28	10	214	0.0120	2.543	1,643,805	No
B28	B29	10	237	0.0400	4.643	3,001,164	No
B29	B30	10	388	0.0700	6.142	3,970,167	No
B30	B31	10	350	0.0780	6.484	4,190,898	No
B31	B32	10	350	0.0500	5.191	3,355,404	No

Notes: Junction A @ B10=W1  
Junction C @ B32



# Upgrader.xls - Existing Section 5

Fieldcreek Sewer System North (Part 1)  
(1,361 Lots)

Q = (325 gpd x 3) per lot

Downstream Manhole	Upstream Manhole	Diameter (inches)	Length (feet)	Slope (ft/ft)	Capacity (80% Full)			Needs Upgrade?
					cfs	gpd	# lots	
F1=W10	F2	10	309	0.0038	1.431	925,021	949	Yes
F2	F3	10	298	0.0038	1.431	925,021	949	Yes
F3	F4	10	64	0.0038	1.431	925,021	949	Yes
F4	Z1	10	400	0.0380	4.525	2,925,173	3,000	No
Z1	Z2	10	400	0.0240	3.596	2,324,692	2,384	No
Z2	Z3	10	400	0.0660	5.964	3,855,065	3,954	No
Z3	Z4	10	400	0.0500	5.191	3,355,404	3,441	No
Z4	Z5	10	407	0.0165	2.982	1,927,533	1,977	No

Notes: Junction D @ F1=W10

# Upgrader.xls - Existing Section 6

Fieldcreek Sewer System North (Part 2)  
 (1,539 Lots)  
 Q = (325 gpd x 3) per lot

Downstream Manhole	Upstream Manhole	Diameter (inches)	Length (feet)	Slope (ft/ft)	Capacity (80% Full)		Needs Upgrade?
					cfs	gpd	
W1=B10	W2	10	166	0.0060	1,798	1,162,346	Yes
W2	W3	10	80	0.0060	1,798	1,162,346	Yes
W3	W4	10	270	0.0060	1,798	1,162,346	Yes
W4	W5	10	74	0.0064	1,857	1,200,466	Yes
W5	W6	10	100	0.0061	1,813	1,171,992	Yes
W6	W7	10	130	0.0060	1,798	1,162,346	Yes
W7	W8	10	54	0.0065	1,872	1,209,808	Yes
W8	W9	10	202	0.0065	1,872	1,209,808	Yes
W9	W10=F1	10	249	0.0586	5,620	3,632,525	No

Notes: Junction A @ W1=B10  
 Junction D @ W10=F1

Approved by DRC 5/9/96  
with changes to be incorporated  
and approved by staff.

DRAFT

# Southwest Pointe

DRAFT

DEVELOPMENT STANDARDS HANDBOOK

FILE COPY

DA9-1-93

April 25, 1996

*Approved with conditions  
by DRC meeting on 5-9-96*

**EXCERPTS FROM THE WASHOE COUNTY PLANNING COMMISSION  
STAFF REPORT**

**To:** Members of the Design Review Committee

**Re:** Development Agreement Case No. DA9-1-93 for Southwest Pointe

**Date:** April 30, 1996

**Prepared By:** DSY

**GENERAL INFORMATION SUMMARY**

**Applicant/Property Owner:** Southwest Pointe Partners/Redfield Land Company

**Requested Action:** This development agreement will facilitate the development of a residential community including 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The total acreage of the project is  $\pm 3,171.6$  acres and it is located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 49-010-04, 49-010-10 and 49-030-12)

**ISSUES AND CONDITIONS**

Article 814 of Development Code requires a Development Standards Handbook for all Development Agreements. The items specified within the following condition, other than the design of Whites Creek Lane, have been incorporated into the Development Standards Handbook.

97. Prior to the approval of the final development agreement, the developer shall submit schematic landscaping and architectural design guidelines of the entire project to the Design Review Committee (DRC) for its review and approval. These guidelines shall address, but not be limited to, type and color of building material, general architectural design, fencing, landscaping material (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.

The Design Review Committee shall also review the design of Whites Creek Lane, specifically to address Condition No. 18C.

**Design Review Committee**  
**re: Development Agreement DA9-1-93 (Southwest Pointe)**  
**April 30, 1996 -- page 2**

The Design Review Committee need only address the specifics noted within Condition 97. At its discretion, the committee may choose to provide input on other landscaping, design, or aesthetic considerations. The following requirements have been excerpted from the Article 814 of the Development Code.

- (g) Development Standards Handbook. A development standards handbook that provides development standards for the following:
- (1) Architectural style;
  - (2) Energy supply and conservation;
  - (3) Land grading, erosion and flood control;
  - (4) Natural hazards;
  - (5) Fire protection, security services and medical services;
  - (6) Housing supply;
  - (7) Water supply, treatment, storage, conservation and reuse;
  - (8) Wastewater treatment;
  - (9) Maintenance and enhancement of air quality;
  - (10) Wildlife and fisheries preservation;
  - (11) Historic, cultural and archaeological resources preservation;
  - (12) Recreational amenities;
  - (13) Open space provision and maintenance;
  - (14) Financial assurances for the development of the property and provision of services;
  - (15) Phasing of development;
  - (16) Procedures for the implementation of the development standards and amendment of the development standards handbook;
  - (17) Documentation verifying the development agreement approval, including reductions of all maps/drawings approved by the Board of County Commissioners as part of the approval of the preliminary development agreement; and
  - (18) Such other information which may be required by the Director of Development Review.
- (h) Other. Any optional contents included in the preliminary development agreement pursuant to this article, and any additional material required pursuant to any terms or conditions of approval of the preliminary development agreement.

# *Southwest Pointe*

## DRAFT DEVELOPMENT STANDARDS HANDBOOK

Prepared for:  
Southwest Pointe Partners

Prepared by:  
CFA, Inc.  
In association with:  
Lundahl & Associates  
Robert M. Sader, Ltd.  
Kautz Environmental Consultants, Inc.

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# I. INTRODUCTION

## Purpose

This Handbook presents design guidelines and standards that will apply to the community at Southwest Pointe. This booklet serves several purposes. First, it will help prospective architects, designers, builders, and owners create residences and improvements that will fit within a defined architectural character. Second, the Handbook is intended to fulfill the requirements of Article 814, Development Agreements, of the Washoe County Development Code. Specifically, Section 110.814.75(g) of this article presents the topics that must be addressed in the Development Standards Handbook. And third, it is intended to provide the county and the residents in the Southwest Truckee Meadows with a feeling for the type of development being proposed.

This Handbook, along with additional provisions and "Residential Lot Declarations" that will be set forth in the Southwest Pointe CC&Rs, form the basis for evaluation of all drawings and specifications for construction submitted to the Southwest Pointe Architectural and Landscape Control Committee (ALCC) for review and approval, including any additions and modifications. The CC&Rs may specify further guidelines or restriction to those provided in this Handbook. When not in conflict, this Handbook is not meant to duplicate or supersede the requirements of Washoe County. Plans for construction will need to be processed through Washoe County and appropriate public agencies as well as through the ALCC.

A preliminary development agreement for Southwest Pointe was approved by the Board of County Commissioners on February 8, 1994. Subsequent to that approval, the preliminary agreement was amended on three occasions. The first amendment, approved on September 27, 1994, granted an 18-month extension of time for preparing the final development agreement. The second amendment, approved on November 8, 1994, modified several of the original conditions so that grading of the first 18-hole golf course and installation of utilities could commence, prior to recording the final development agreement. The third

amendment, approved on \_\_\_\_\_, 1996, modified, deleted, updated, and reorganized the conditions of approval. Additionally, special use permits have been approved for the golf course and related facilities (SPW9-13-93) and water system (SPW9-10-93). Copies of the conditions of approval for all actions taken by the Board of County Commissioners and the Washoe County Planning Commission are included as Exhibits \_\_\_\_\_ through \_\_\_\_\_ in the Development Agreement. Additionally as required by Section 110.814.75(g) (17), a copy of the original Concept Plan is included with Exhibit \_\_\_\_\_.

### **Project Description**

**Setting** - Southwest Pointe is set in the context of a rugged mountain backdrop and sagebrush-covered slopes that are punctuated by Thomas and Dry Creeks. The 3,272-acre project is located on a prominent site overlooking the Truckee Meadows. The majority of the property has unobstructed views, and the project has been laid out to maximize these views. Both Thomas and Dry Creeks cross the property, and the site plan takes these two prominent features into account. There is some riparian vegetation along the creeks but a majority of the site is covered with moderate to dense stands of bitterbrush and sagebrush and thinly scattered field grass and alfalfa.

As shown in Figure 1-1, the property is bounded by the Toiyabe National Forest to the west, Thomas Creek along the south, and the established neighborhoods of Thomas Creek Estates and Saddlehorn to the southeast and east. Elevations range from approximately 4,950 feet along the eastern portion of the site to 5,900 feet on the west. The property slopes in a southwest to northeast direction with slopes generally ranging from 5 to 15 percent. Moderately steep slopes, generally between 15 and 30 percent, are found at the northern end of the site.

**Site Plan** - The site plan for Southwest Pointe is based on a planning approach that analyzes the constraints and opportunities of the property to identify the most appropriate development areas. Site characteristics, including topography, geology, flora and fauna, drainage, view sheds, access points, and easements were mapped. In addition, surrounding land uses were also considered.

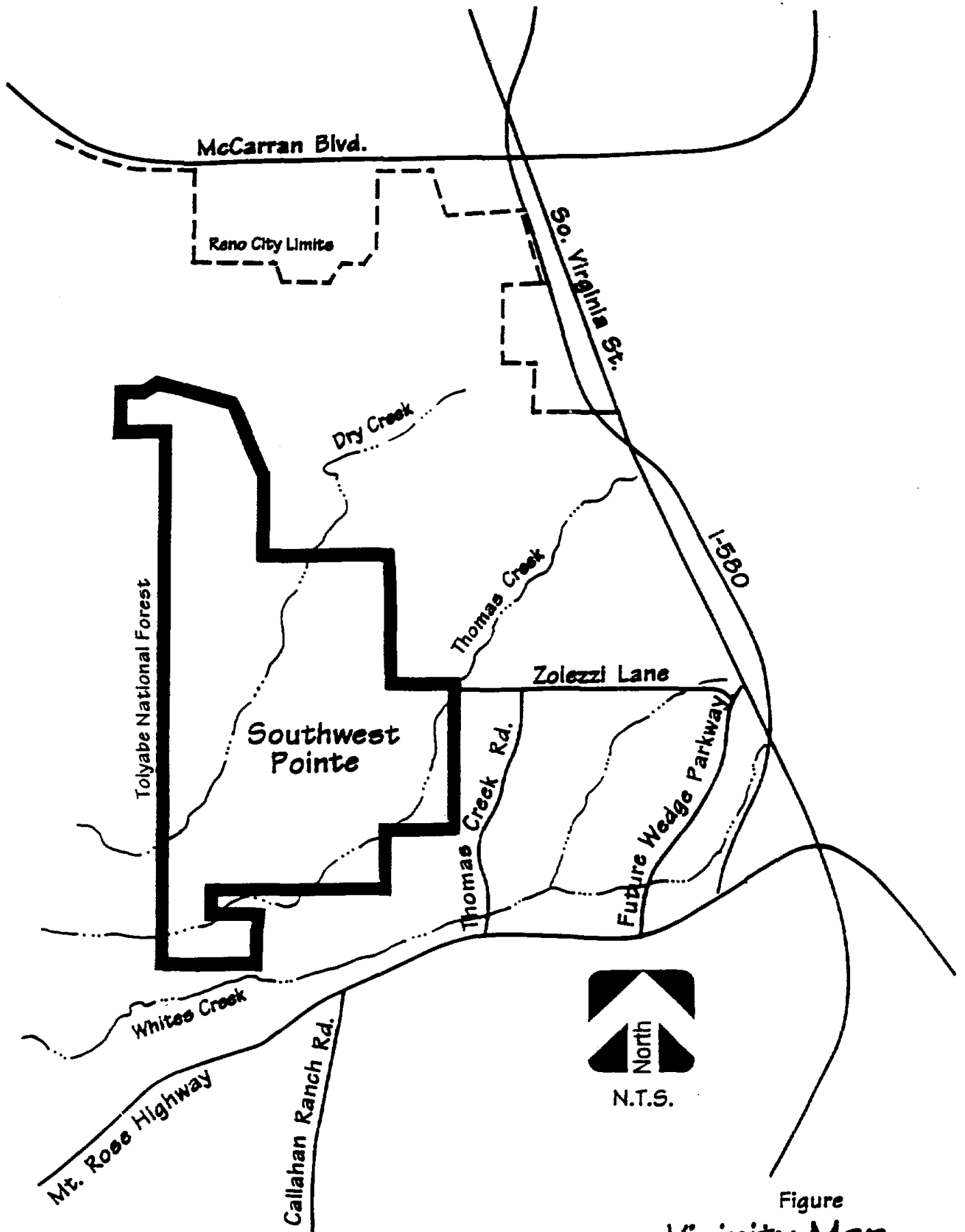


Figure  
Vicinity Map

The topography is steep and mountainous along the western boundary and in the "panhandle" to the north. Remaining portions of the site are characterized by gently and moderately sloping terrain with slopes ranging between 5 and 15 percent. These terrain features create panoramic views of downtown Reno and the Southeast Truckee Meadows from nearly every portion of the site.

A number of Holocene faults cross the property, generally running in a north-south direction. These faults define corridors within which development was planned. Holocene faults are defined as faults that show evidence of movement within the past 11,000 years.

Two drainages that form major geographical features traverse the property -- Thomas Creek along the southern and eastern edge and Dry Creek through the western and north central portions of the land. Some sections of the creeks are bordered by riparian wetlands and, therefore, setbacks for development are required. These riparian corridors are generally not visible from most of the site; however, these corridors are among the most scenic areas of the property.

The winter range for the Loyalton-Truckee deer herd covers the "panhandle" and the north portions of the site. Some residential and golf course development is proposed within the winter range; however, there is also a significant amount of acreage left as open space.

Blending the physical characteristics of the property with the allowable lot count of 1,090 single-family dwelling units and the development program, which calls for 36 holes of golf, the following design objectives were formulated and implemented in the site plan:

- Provide significant natural open space buffers around the periphery of the project to preserve the visual and physical environment of surrounding residents and to focus the views from within the property.
- Reserve the Thomas Creek and Dry Creek corridors and use creek edges, where feasible, for golf course fairways and for visual amenities from lots.

- Remain consistent with the intent of the Southwest Truckee Meadows Area Plan. Set aside a location for the civic uses proposed in the Area Plan -- schools, neighborhood park, regional trails, and a fire station.
- Create a major community entrance at Whites Creek Lane with signage, a gate house, and landscaping. Integrate the bridge structures across Thomas Creek with the community entrance features.
- Use the earthquake faults and associated building setbacks, wherever practical, as golf course fairways, road right-of-ways, and open space.
- Establish a rural golf course community theme by using smaller paved road sections, by creating neighborhood enclaves, and by controlling development through comprehensive design standards.
- Develop a mix of lot sizes within the following parameters: 10-20 percent one acre and larger, 30-40 percent 1/2 acre and larger, and 40-50 percent with a minimum size of 12,000 square feet. All residential units are single-family dwellings; no other housing types are proposed. Primary lot orientation should be to the golf courses and/or the panoramic views.

As shown on the Site Plan on the following page, the land use pattern clusters residential neighborhoods within enclaves created by the golf course fairways. All edges of the proposed development reserve substantial areas of natural open space, ranging from the entire "panhandle" to a minimum of 200 feet to the nearest existing lot. Table 1-1 presents a break down of the proposed land uses.

Table 1-1  
**Land Use Summary**  
 (acres are approximate)

<u>Land Use</u>	<u>Acreage</u>	
Residential	860	(26%)
Golf Course/Roads/Common Area	823	(25%)
Civic Uses	62	(2%)
Village Center	27	(1%)
Open Space	<u>1500</u>	(46%)
TOTAL	<b>3,272</b>	<b>(100%)</b>

**Public Facilities** - Various civic uses are shown on the site plan. These include an elementary school, possible middle school, fire station, neighborhood park, and regional trails. The Washoe County School District will be responsible for construction of the elementary and middle schools. A special use permit has already been approved for the elementary school and construction will start in the late spring or summer of 1996. The School District hopes to have the elementary school open in September 1997.

Construction of the middle school is dependent on several factors. First, based on the Conditions of Approval (i.e., Condition #51), the site must be reserved for an off-stream stormwater detention facility for a certain length of time. If the detention facility is not constructed, the site will then be dedicated to the School District for a middle school. The second factor is that the voters of Washoe County must pass a bond issue in November 1996 for future school construction.

A one-acre site for a fire station is shown at the entrance to Southwest Pointe. The site will be dedicated prior to recordation of the first final map (i.e., Condition #92). Construction of the fire station will be the responsibility of the Nevada Division of Forestry (NDF); however, it is possible that the Truckee Meadows Fire Protection District will also be involved in the construction and operation of the station since the location could serve both NDF and Truckee Meadows.



Proposed Regional & Community Park

Connection to Regional  
Trail System

Dry Creek  
Trail

Open Space  
Buffer

Equipment  
Center

Connection to  
Mansory Park  
Pavilion Trail

Open Space  
Buffer

Open Space  
Buffer

Emergency Access  
Connection to  
Robert Lane

Connection to  
Regional Trail  
System

Thomas Creek  
Retains

Potential  
Future  
Middle  
School

Community  
Park

Open Space  
Buffer

Open Space  
Buffer

300  
Feet

Connection  
to  
Hamm  
Creek Trail



N.T.S.

SITE PLAN





The neighborhood park and the regional, public trail system are discussed in detail in the Open Space Management Plan, which was prepared to comply with the Conditions of Approval (i.e., Conditions #93 through #96). According to the Management Plan, the Washoe County Department of Parks and Recreation will be responsible for constructing and maintaining the regional trails. The neighborhood park will be dedicated to Washoe County after the improvements have been completed. Southwest Pointe Partners or its successor will be reimbursed for the cost of the improvements and for the fair market value of the land from fees collected in Southwest Pointe from the Residential Construction Tax.

### Development Phasing

The approximate date for the start of construction for the first phase shall be on or before October 1, 1996. The first phase of the project shall be constructed of the first 18 holes of the golf course. All phases after the first phase for subdivision improvements shall be constructed within the time frames allowed pursuant to tentative maps and final maps for the project. Nonresidential development shall be constructed pursuant to special use permits, when applicable, under the time frame provided therein. Other phasing requirements shall be as provided in the Conditions of Approval.

## II. COMMUNITY DESIGN GUIDELINES

### Community Design Character

Southwest Pointe is located in the uplands area of the Truckee Meadows between the high desert valley floor and the mountain range of the Sierra Nevadas. This area has low vegetation generally of sagebrush and native shrubs.

The Southwest Pointe Community Design Character is intended to be organic to and respectful of the existing natural and regional environment. The existing environment is to be maintained by minimizing grading and earthwork and working with the land's terrain in locating roads and other improvements.

Due to the inherent visibility of the site and its natural features, the prescribed architectural and structural character is intended to blend into the natural environment and to enhance the nature of that environment by adding forms, features, texture, colors, and plants that are similar to those on site.

### Community Components

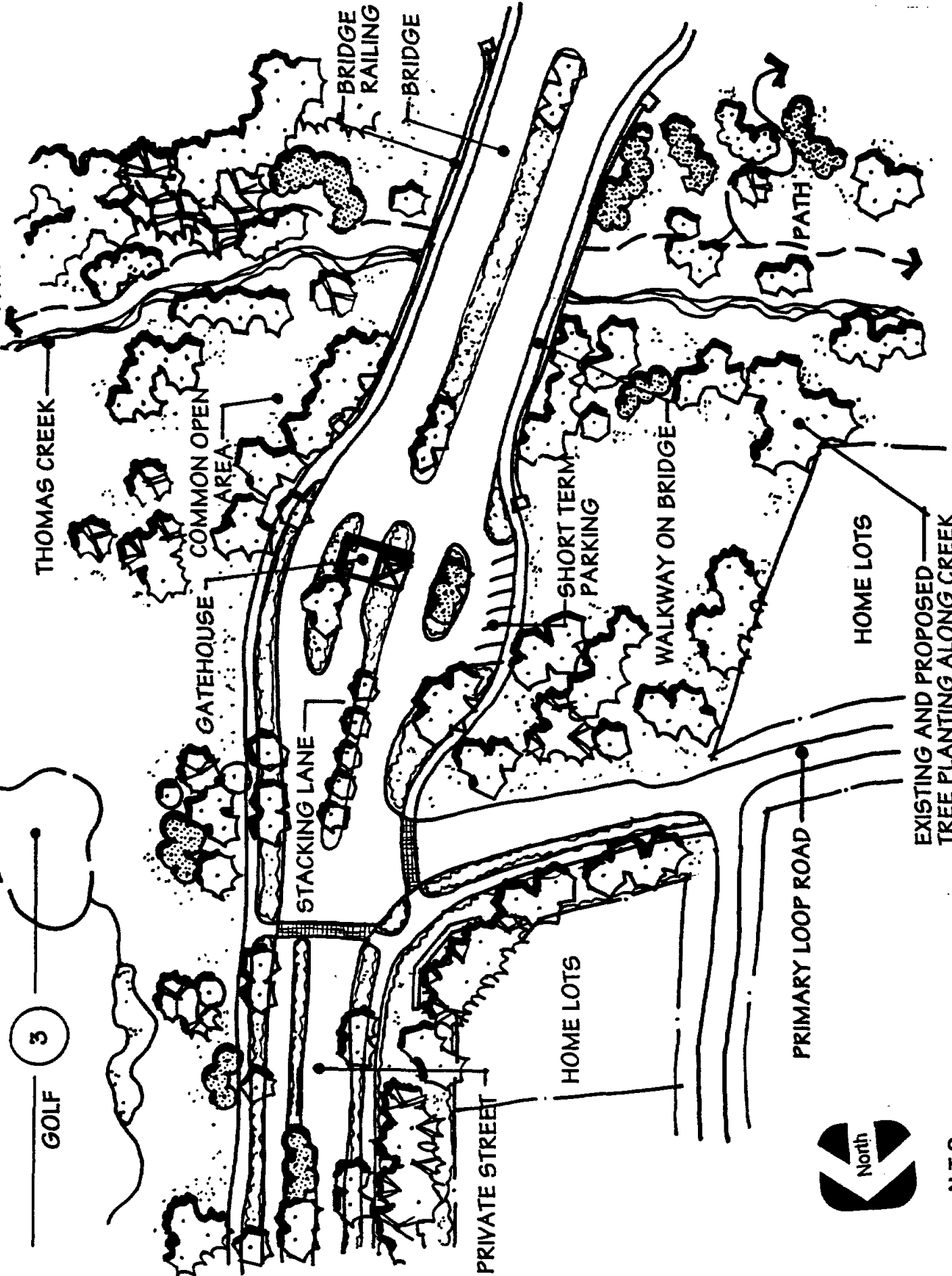
**Entry & Gate House** - The main project entry from Whites Creek Lane will feature one-way streets with a wide landscaped median between for safety and visual appeal. (Refer to Figure 2-1.) The entry is the visual gateway to the subdivision and the first impression to residents and guests. In that regard, the community character begins here with a strong visual impression.

The entry landscape for the first one quarter mile upon entering the project is a dense, natural forest setting, consisting of predominately native conifers, with a native woodland understory that provides fall color. The intent is to introduce a strong landscape theme consistent with the regional character, while enclosing views from the road. The landscape enclosure will soften the adjacent 3:1 embankments on the sides of the road and effectively screen the elementary school parking lot.



3

GOLF



ENTRY AREA PLAN



N.T.S.

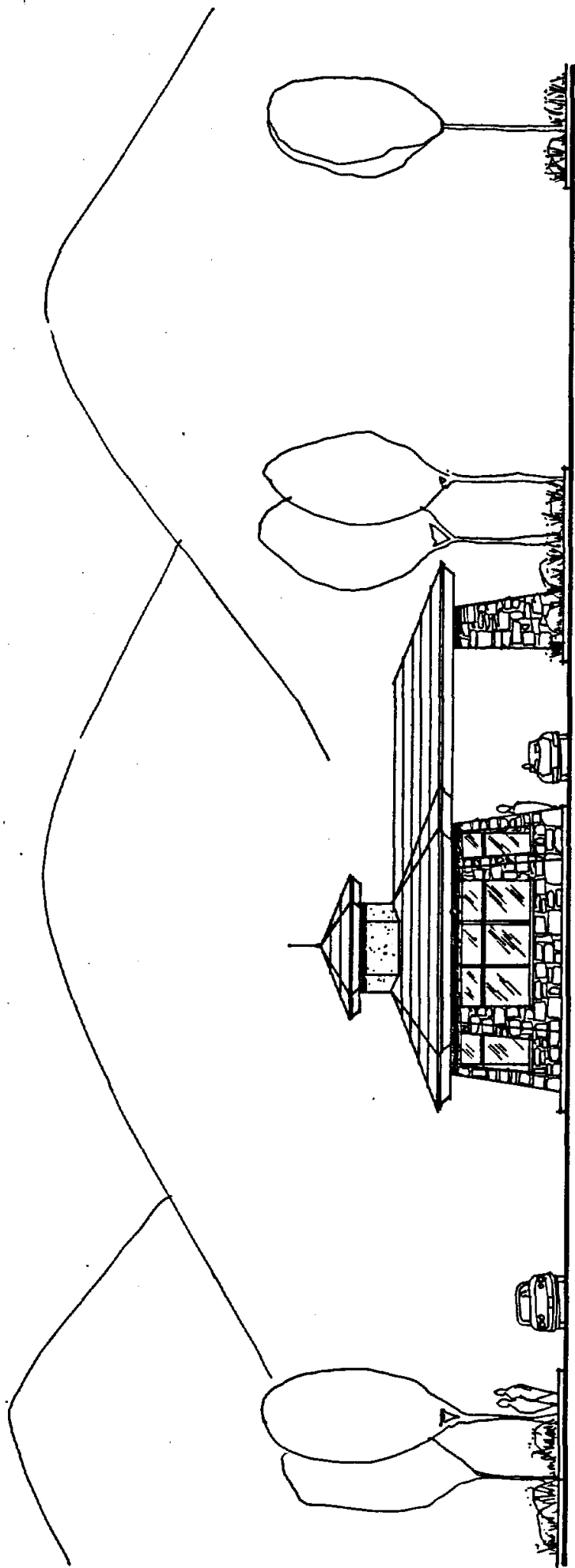
The views, at first enclosed, will then dramatically open up at the approach to the bridge and gate house situated at the Thomas Creek crossing, with elevated vistas over fairways and the creek setting. Traveling into the entry area, the motorist approaches the gate house. The gate house will provide controlled access to the community and will direct visitors within Southwest Pointe.

The gate house has forms and materials resembling those on site and historic to the region. (Refer to Figure 2-2.) Portions of the building's facade are native stone, which establishes natural imagery. Beyond the entry building are entry gates with stone monuments and a vehicle turn-around. Once the traveler passes the entry, the vistas open, highlighting the project's open space, streetscape, golf course, and neighborhood entrances.

**Neighborhood Entries** - Landscaping, monumentation, and lighting will be used at neighborhood entries in a manner that creates a consistent theme throughout the project. A hierarchy of entries will be created. The treatment depicted in Figure 2-2 will be used at key entry locations along the main loop road. It features a combination of evergreen and deciduous trees with an understory of shrubs. Annuals and perennials will be planted for seasonal color. The entry also includes a retaining wall of native stone within which the neighborhood identification sign or clubhouse sign could be incorporated. Each minor neighborhood entry will be identified with signage, landscaping, and lighting that is consistent with the theme depicted in Figure 2-3.

**Bridges** - Bridge structures will be constructed to span the creeks and drainage ways to minimize grading and site disturbance. The structures may have stone elements at each end with painted decorative metal guard railings to blend in with community standards. (Refer to Figure 2-4.) Native stacked stone may be used to stabilize creek banks at each end of the bridge structure.

**Fences and Walls** - There will be two types of community fencing in Southwest Pointe. (Refer to Figures 2-5 and 2-6.) The first will be a low decorative, split rail design either with or without native stone pilasters. This fencing type will be a maximum of 3 feet high with an 8" x 8" post. In more prominent locations (e.g.,



ENTRY BUILDING

NEIGHBORHOOD STREET  
TREES

EVERGREEN TREES WITH UNDERSTORY SHRUBS

NATIVE STACKED STONE RETAINING WALL WITH  
MORTARLESS JOINTS AND STEPPED ENDS  
HEIGHT OF WALL TO BE 4 FT. AT CENTER AND 2 FT.  
AT ENDS

PROJECT SIGN 2'-6" OFF THE GROUND. SIGN TO BE  
CAST CONCRETE WITH RECESSED LETTERS AND  
INTEGRAL COLOR

DECIDUOUS TREES MASSED AS SMALL GROVE

EVERGREEN SHRUBS

LOW GROUND COVER AT  
SIDEWALK EDGE

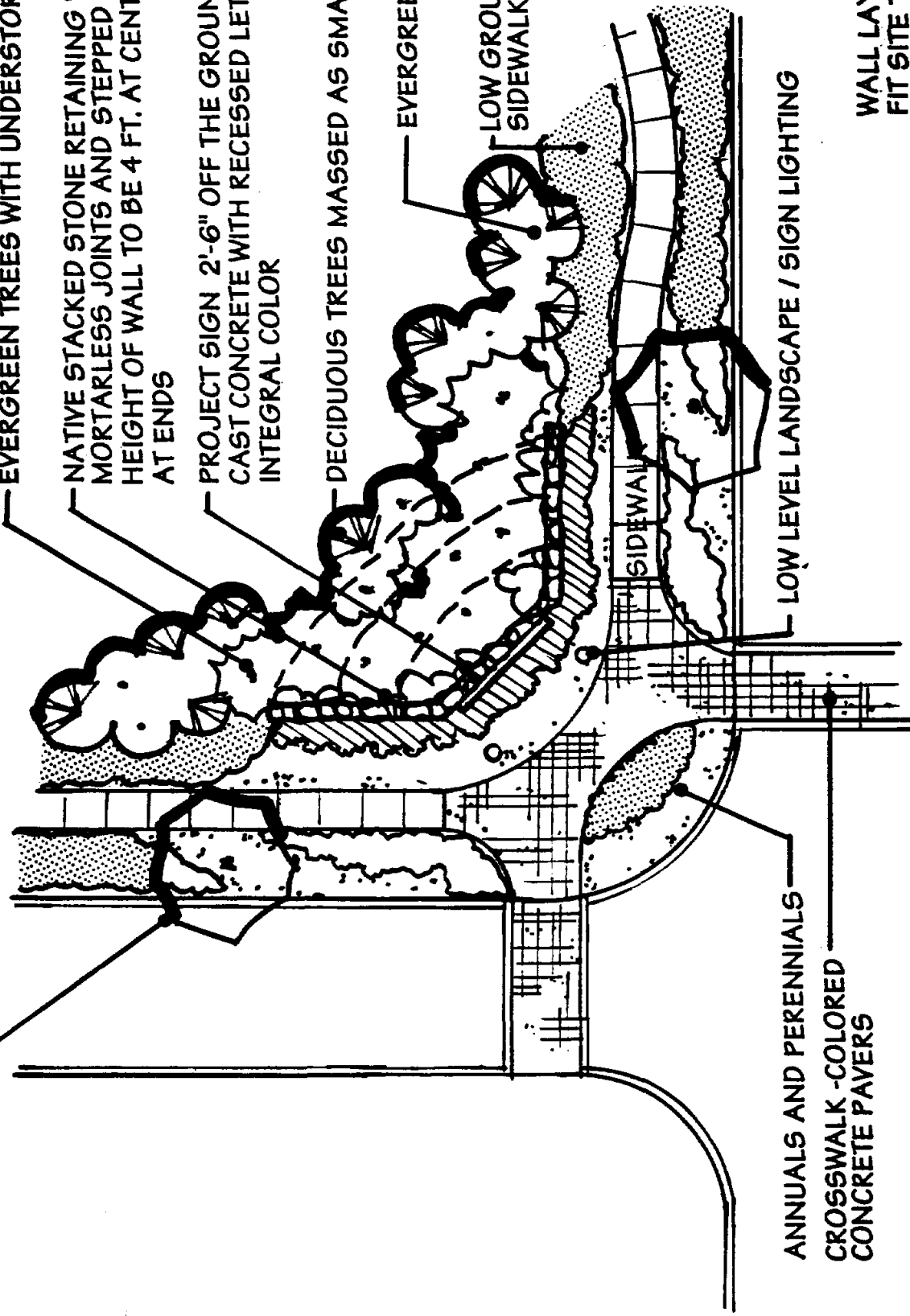
SIDEWALK

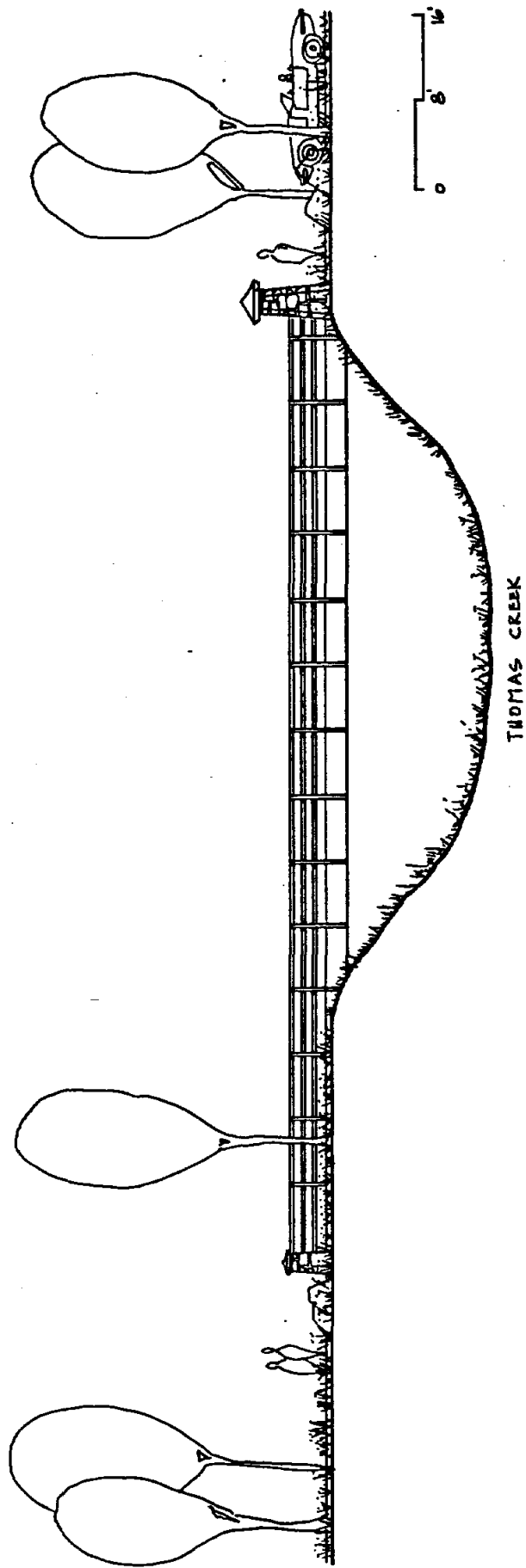
LOW LEVEL LANDSCAPE / SIGN LIGHTING

ANNUALS AND PERENNIALS  
CROSSWALK-COLORED  
CONCRETE PAVERS

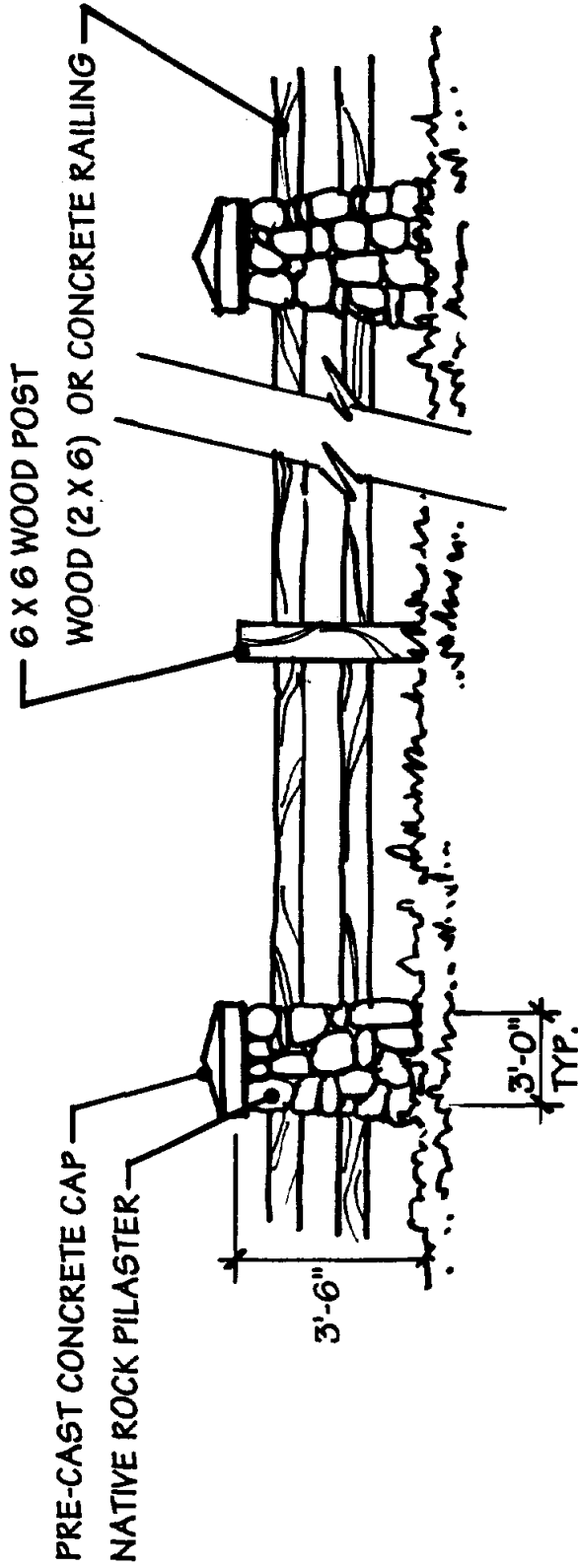
WALL LAYOUT MAY VARY TO  
FIT SITE TOPOGRAPHY

# NEIGHBORHOOD ENTRY PLAN



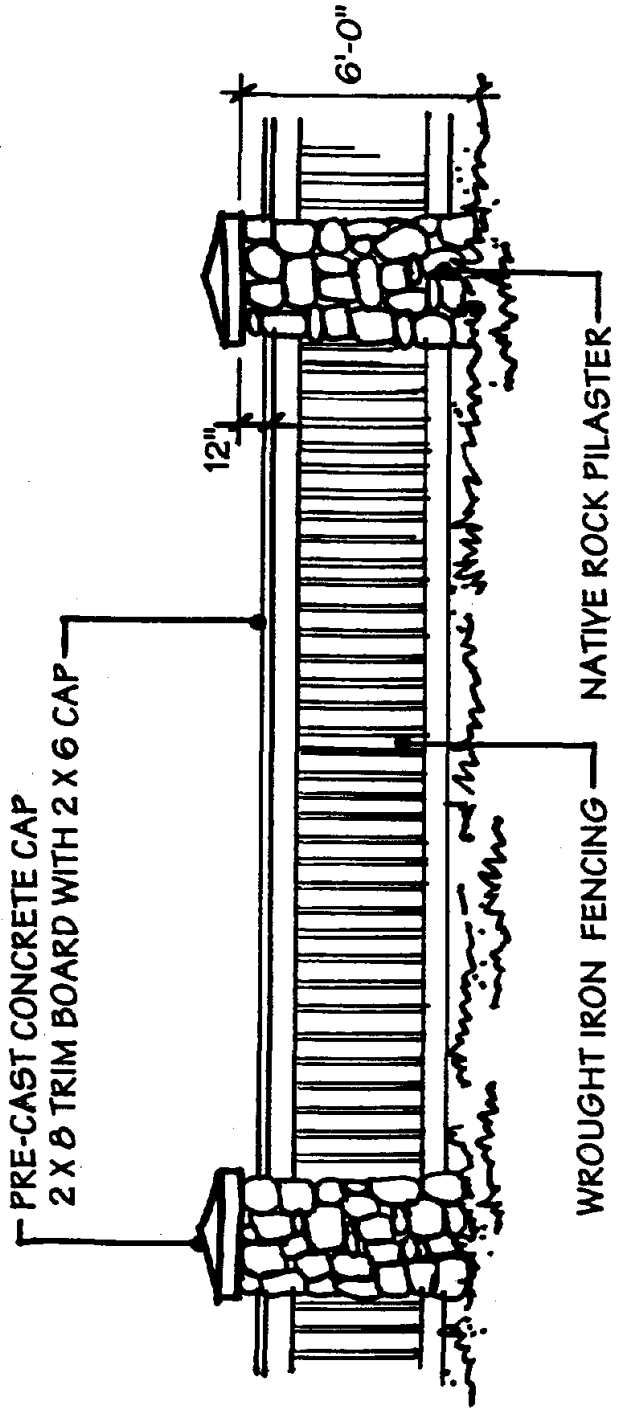


TYPICAL BRIDGE STRUCTURE



SPLIT RAIL FENCE AND PILASTER





SCREENING FENCE

near the entry to the golf and tennis club), native rock pilasters may be used. The fence will follow the ground plane for slopes up to 10 percent; above that the fence will be stepped. Fencing around golf holes will be split rail without pilasters.

The second is a higher metal or wood fence either with or without native stone pilasters which will provide a visual screen and will only be allowed in certain areas of the development. Use of these fences will be strictly controlled to preserve the open and rural community theme. The fence is a 5 to 6 feet tall with or without stone pilasters. Fencing is either metal ballasters or wood members. All exposed wood surfaces will be lightly stained or treated with preservatives for longevity and appeal.

Walls will be reminiscent of the types seen historically throughout the eastern Sierra, using indigenous rock as a key material. Intersections and key places may be highlighted with attractive stone walls. Street signs or neighborhood identification signs may be integrated into walls.

**Lighting** - Lighting may be provided with landscape uplights on vegetation and pedestrian-scale bollards. Where necessary, along roadways and at intersections, lighting levels should be no more than absolutely required to perform the task for which it is intended (e.g., ambiance, safety).

Lighting levels are important to the overall lighting concept. Lighting is necessary in certain areas. For circulation safety, for functional purposes, and for aesthetics, lighting is often a necessary element. The level of lighting must also be appropriate. In general, lighting levels should be no more than absolutely required to perform the various tasks for which it is intended.

Street lights are required at major intersections (Condition #35). Light standards may be selected from the different types that Sierra Pacific Power Company has available; however, the developer does have the option of selecting different fixtures. Lights may be used as low-level accents for intersection signage and associated landscaping. Uplights to trees around intersections will be flush mounted. Signs should be lit from the ground, backlit, or a combination. Light spillage onto adjacent properties is discouraged.

Around the golf, tennis and swim center, lights in parking lots may be mounted on 25-30 foot tall poles for pedestrian and vehicle safety. The style, color, and type of light will be coordinated with the intersection lights. Entry areas and walkways may be lit with landscape lights and bollards less than 48 inches in height. Tennis court lights will use cut-off style sports lights to limit light spill over onto adjacent property. The multi-purpose sports fields adjacent to the pool/tennis center will not be lit since lighted fields are available at the nearby South Valleys Sports Complex.

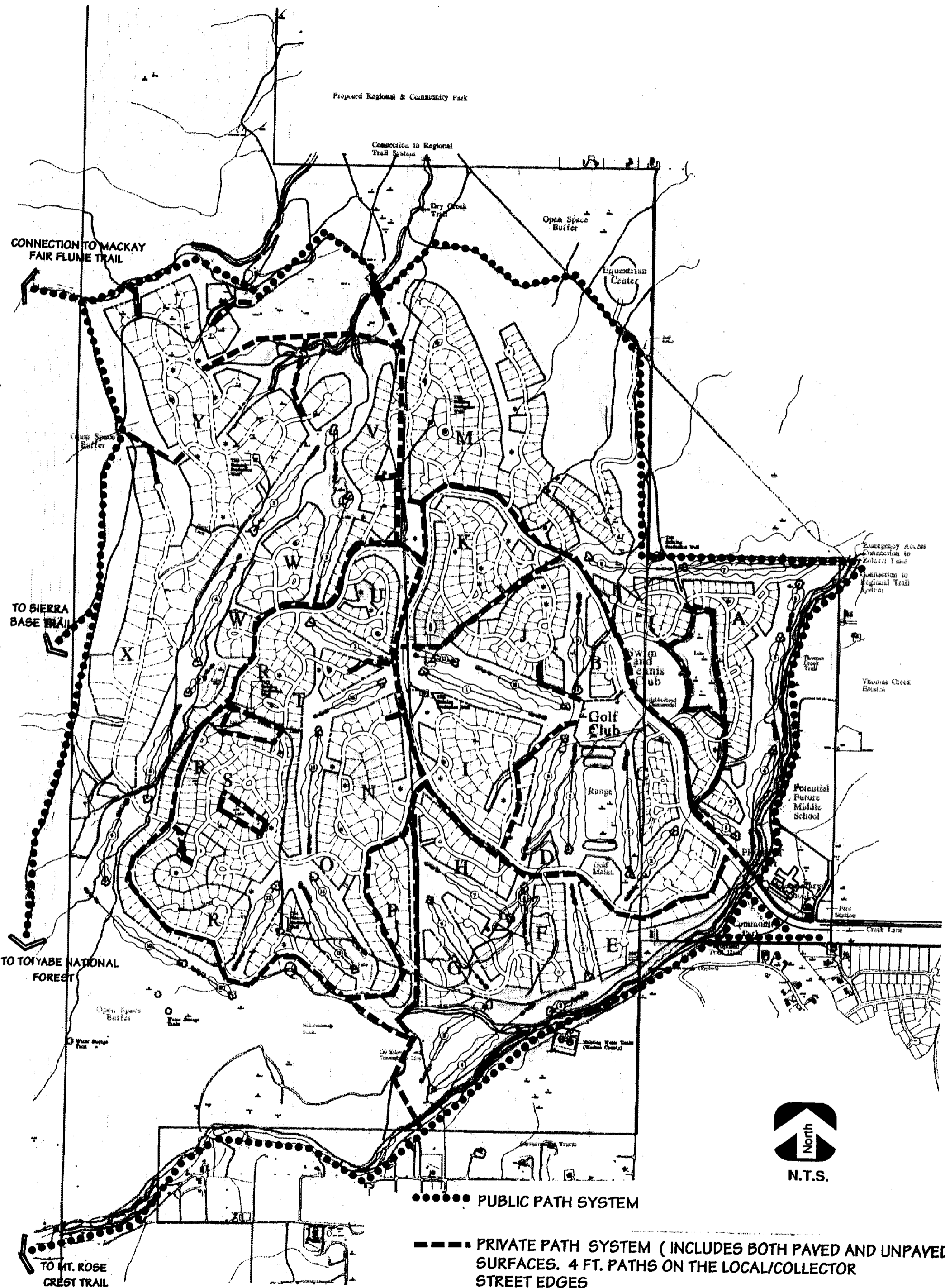
The entry at Thomas Creek and the bridge structure may be lit to a level that allows for safe driving and turning movements. The gatehouse will have overhead downlights for driver and license plate identification. Trees surrounding the entry will be uplit and some 'twinkle' style lights may be used.

Lighting within the neighborhood park will be minimal with a downlight below the shade shelter and an electrical receptacle provided. Field lighting is not desired because of the neighborhood function of the park and the close proximity to existing homes.

**Signs** - Community signing includes project entries, elementary school, neighborhood park, neighborhood entries, street signs, and signs around the golf and tennis club. The intent is to keep all signs along roadways low, at the eye level of the motorist. Community and neighborhood signs will be integrated with entry monoliths. The sign wall will have native exterior fascia. Sign lettering will be a metal attached to a smooth concrete backing or a cast concrete, mortared into place in the rock veneer.

Street signs for the roads and minor activity areas, such as sports fields, will be accomplished with metal or wood signs mounted on specially-designed posts, consistent with overall community design themes. Where possible, signs will be incorporated into low walls at entry points. Landscaping in front and to the sides of these signs will be kept low to avoid visual obstructions.

**Trails** - The proposed public trail system is consistent with the county's master plan for this park district. Figure 2-7 shows the trail system through the project. Regional public trails are proposed along Thomas Creek for access to the Mt.



..... PUBLIC PATH SYSTEM

----- PRIVATE PATH SYSTEM (INCLUDES BOTH PAVED AND UNPAVED SURFACES. 4 FT. PATHS ON THE LOCAL/COLLECTOR STREET EDGES)

**PUBLIC AND PRIVATE TRAIL SYSTEM**

Rose Crest Trail and around the northern portion of the project for access to the MacKay Fair Flume Trail and the U.S.F.S. parcel in Section 11. Both trails provide access to the Sierra Base Trail, which eventually ties into the Hunter Lake Trail. Portions of the Sierra Base Trail are located on U.S.F.S. property and other portions, especially near Dry Creek, are located on project property. It may be necessary to relocate portions of the existing trail because of golf course and residential development near Dry Creek.

Two trail types are proposed for the development -- private and public. Private trails connect residential units to the various project amenities such as the golf/tennis center, schools, neighborhood park, and open space. The trails also lead to the exterior public trail system and regional destinations well beyond the project boundary. In compliance with the Conditions of Approval (i.e., Condition #23), a schematic pedestrian circulation plan of the private trail system is shown in Figure 2-7.

Public trails connect existing residential neighborhoods to destinations such as Mt. Rose, Hunter Lake, and the MacKay Fair Flume Trail. These connections will ensure that public access to public lands to the west is not cut off. The trailhead at the neighborhood park allows for 25-car and 5-truck/trailer parking spaces. Some overnight parking will likely occur, especially for equestrian users whose destinations are sometimes many miles from the trailhead.

The private trails within the street rights-of-way are shown on the street sections in Figures 2-10 through 2-13. On the minor arterial, an 8-foot wide asphalt meandering path is proposed, with a transition to a 6-foot wide sidewalk beyond the entry gate. Both paths will follow the maximum proposed road gradient of 9 percent. The 8-foot width is intended to be multi-purpose -- bicycle, pedestrians, in-line skating, etc. A level dirt/gravel shoulder width of 2 feet will be provided for emergency pull-off. (Refer to Figure 2-8.)

Private trails outside of the street right-of-way consist of both primary and secondary types. Primary trails connect high use areas with residential units. A 4 to 6-foot wide asphalt trail is proposed, with a proposed sustained running slope of 5 percent. Rest areas will be provided every 1000 feet, consisting of a level pad outside of the path travel surface. Secondary trails connect residential

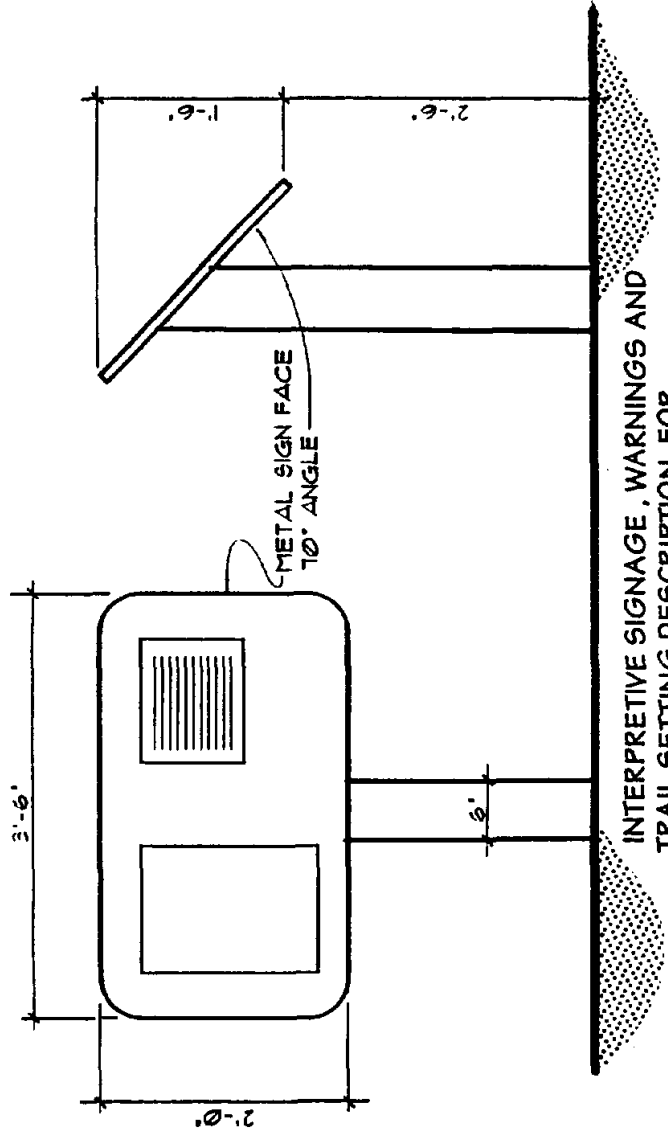
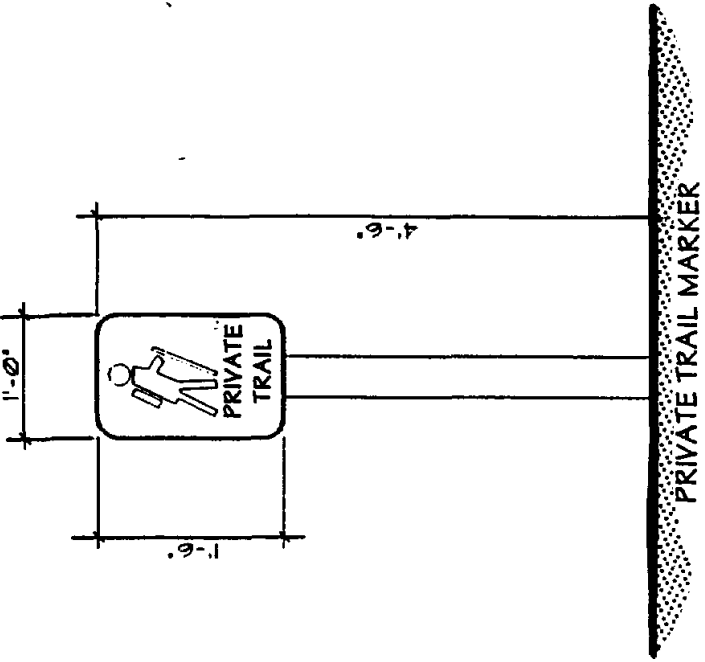
areas together and also extend to the public regional trail system. A 4 to 6-foot wide packed gravel or decomposed granite trail is proposed, with a sustained running slope of 5 percent and rest areas every 1000 feet maximum. Maximum grades in outlying areas will be held below 10 percent wherever practicable.

Public trails will be constructed and maintained by Washoe County. The developer is not responsible for public trails. Specifications for public trails may be varied by Washoe County. Based on current County standards, the following guidelines apply: wherever practicable, minimum trail width will be 36 inches clear. Grade is proposed to be a maximum of 10 percent for safety and to minimize erosion potential. Some level changes will be required in the Thomas Creek drainage and steeper slopes in the northwest corner of the site. Trail surfacing will probably be compacted dirt, with some small wooden creek/swale crossings as required. Pull-outs for horse-bicycle encounters will be provided along the way, especially where trail site distance is minimal. Vertical height clearance on the site is not a problem due to lack of trees everywhere but along portions of Thomas Creek.

Trail Signs - Figure 2-9 shows proposed signs for the public trail system. Signs will be located at trail heads and at other public access points. They are intended to help people determine if the primitive trail is within their level of ability. A regional map will also be displayed, along with warnings for snakes and drinking untreated water. At public/private trail crossings a small sign denoting the private trail will be installed. Public trail signs shall be constructed and maintained by Washoe County.

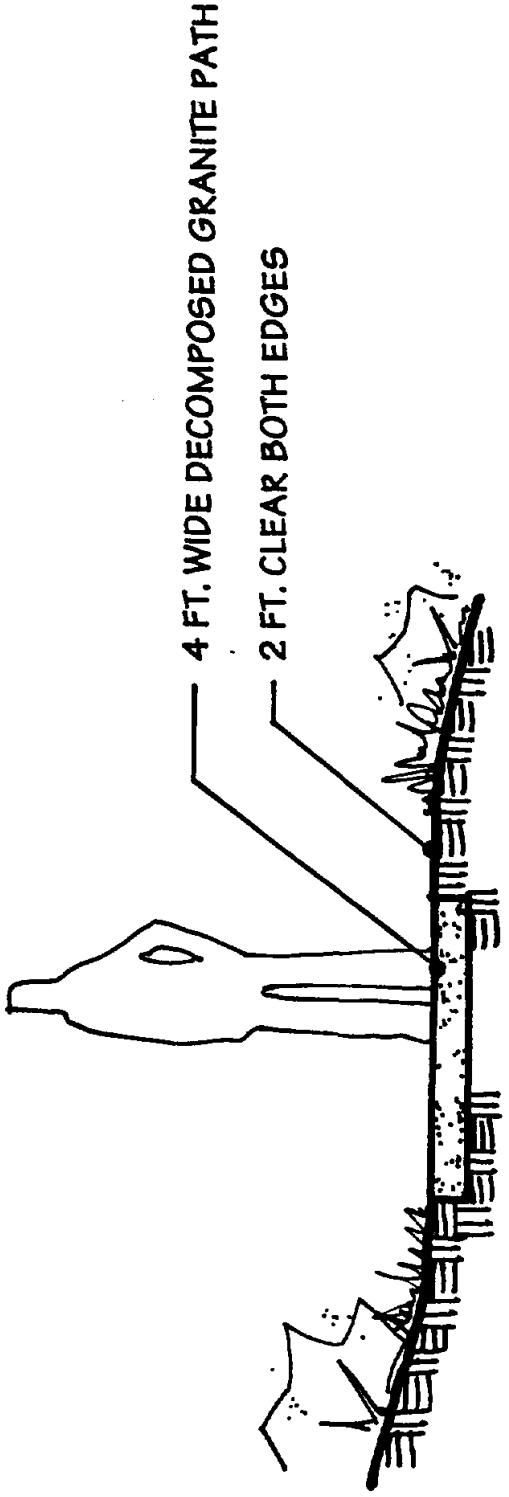
### Street and Median Guidelines

The roadway sections proposed for Southwest Pointe are shown in Figures 2-10 through 2-13. The street sections vary from a divided minor arterial at the entrance to small lightly traveled rural streets. The developer is responsible for construction of the public minor arterial to the project entrance where it becomes a private road. Washoe County is responsible for maintenance of the public roadway. Past that point, all roads are private and the developer is responsible for construction and maintenance until that responsibility is transferred to the Homeowners' Association. The developer is also responsible for installation and

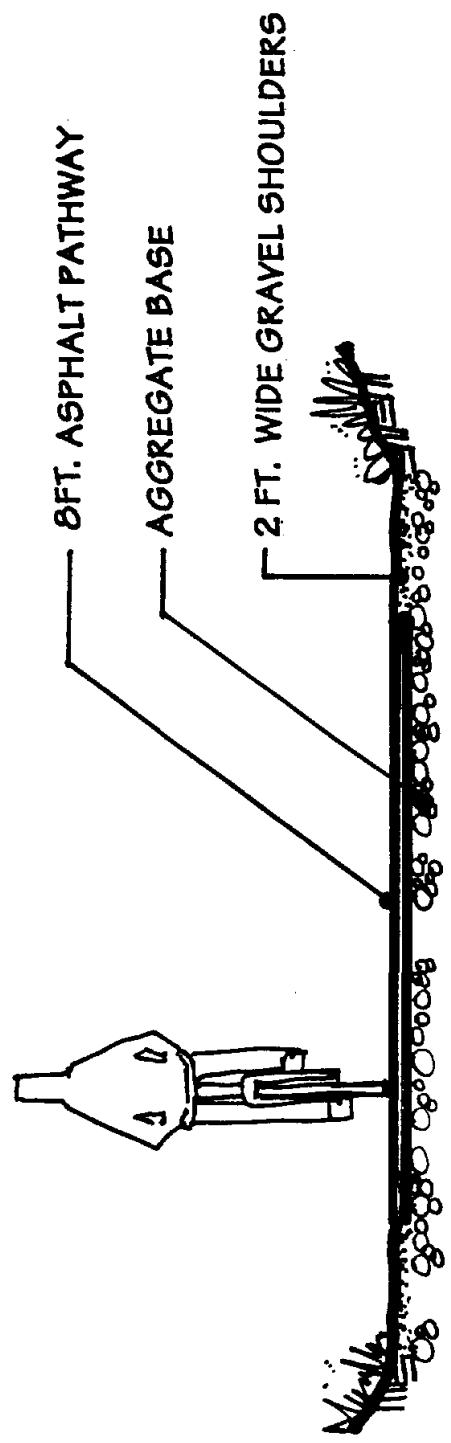


INTERPRETIVE SIGNAGE, WARNINGS AND  
TRAIL SETTING DESCRIPTION FOR  
THOMAS CREEK TRAILHEAD

TRAIL SIGNAGE

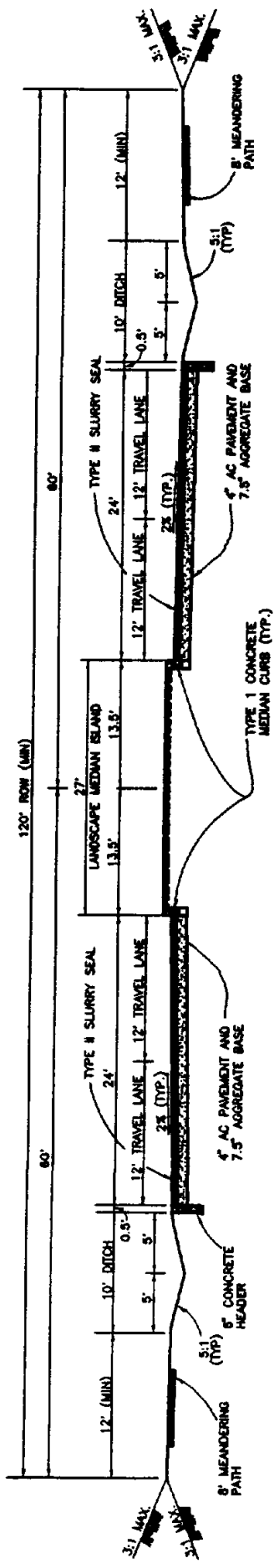


WALKING / JOGGING PATH

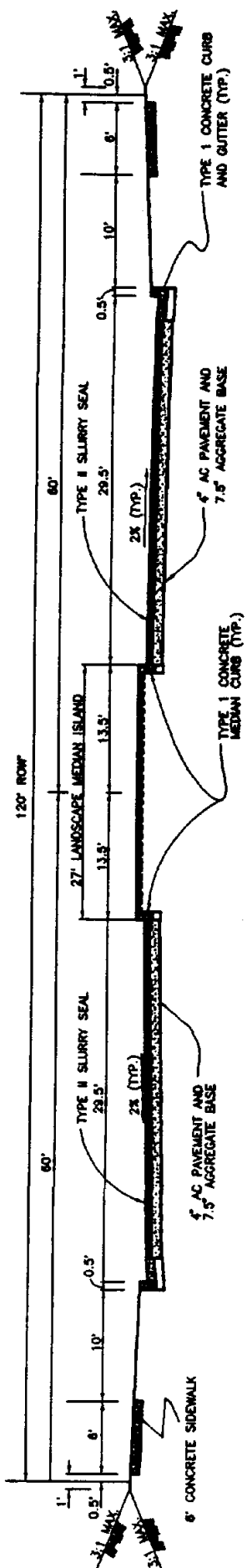


MULTI-PURPOSE PATH

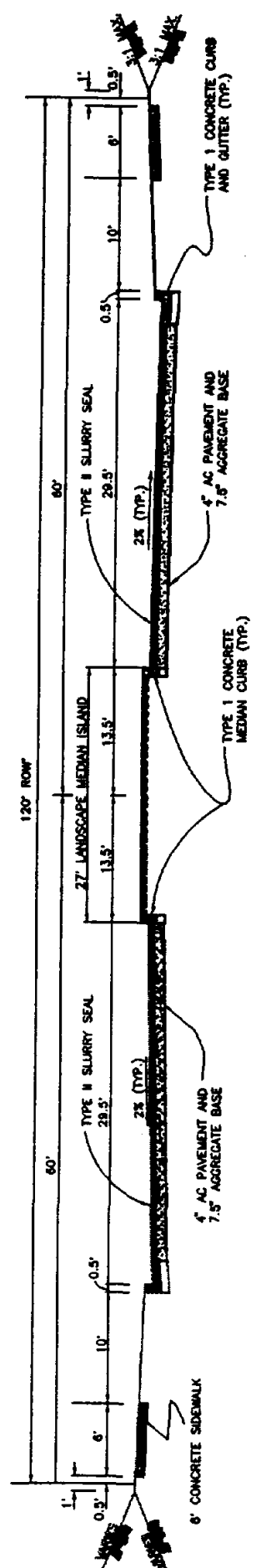




**E** TYPICAL SECTION  
 120' ROW (MINOR ARTERIAL, PRIVATE, ADT = 10,800 MAX.)

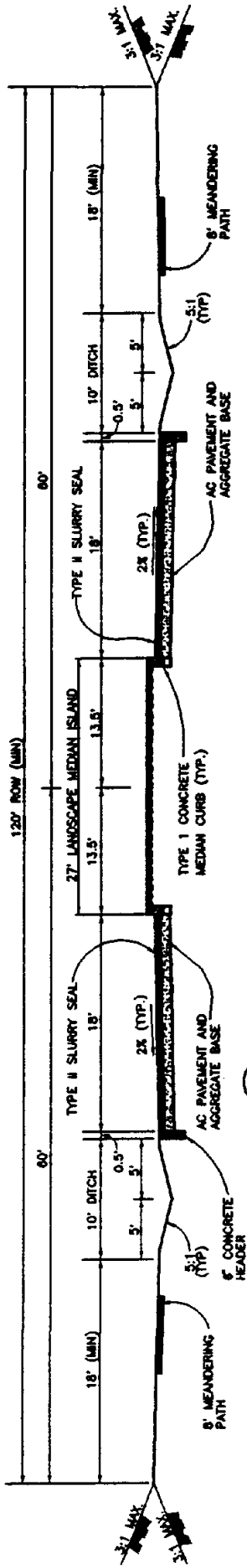


**F** TYPICAL SECTION  
 120' ROW (MINOR ARTERIAL, PUBLIC, ADT = 10,800 MAX.)  
 FULL STREET IMPROVEMENTS

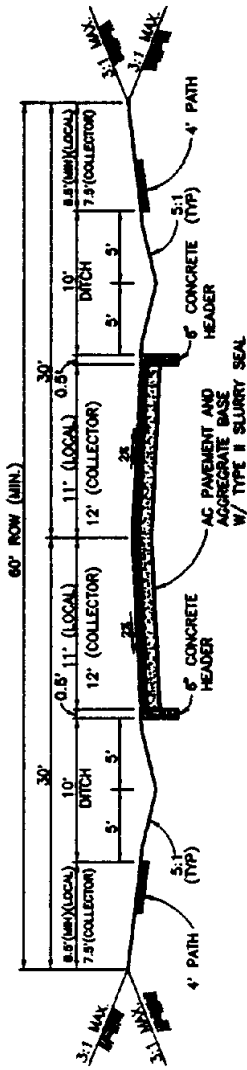


**G** TYPICAL SECTION  
 120' ROW (MINOR ARTERIAL, PUBLIC, ADT = 10,800 MAX.)  
 HALF STREET IMPROVEMENTS

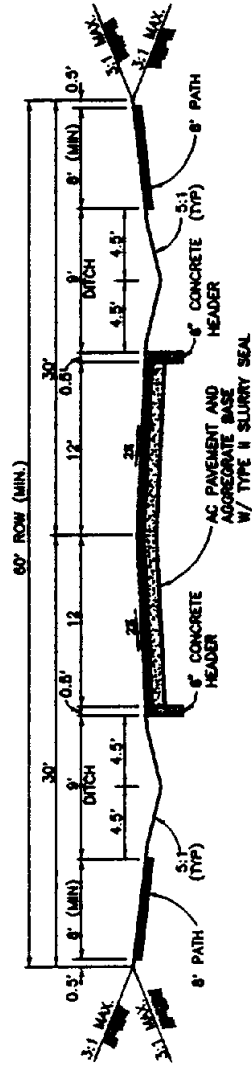
**MINOR ARTERIALS**



**D** TYPICAL SECTION  
 120' ROW (COLLECTOR, PRIVATE, ADT = 9,600 MAX.)

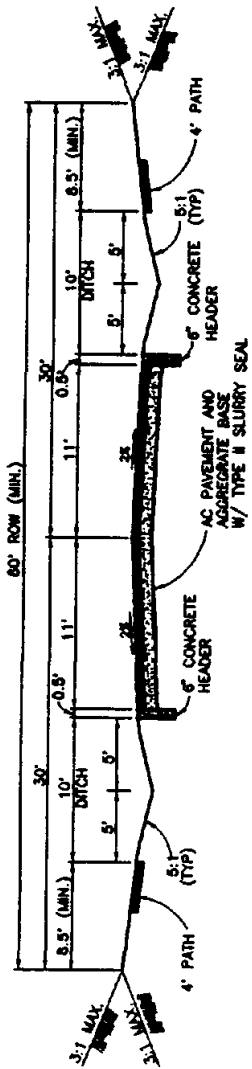


**B** TYPICAL SECTION  
 60' ROW (LOCAL, PRIVATE, ADT = 200 TO 500)

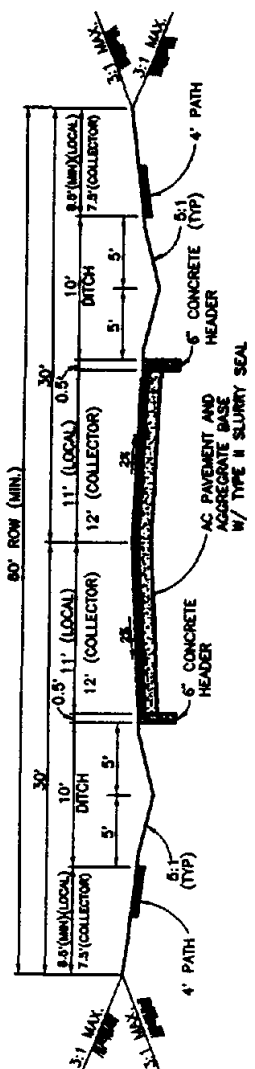


**C** TYPICAL SECTION  
 60' ROW (COLLECTOR, PRIVATE, ADT = 2,000 TO 6,000)

# COLLECTOR STREETS

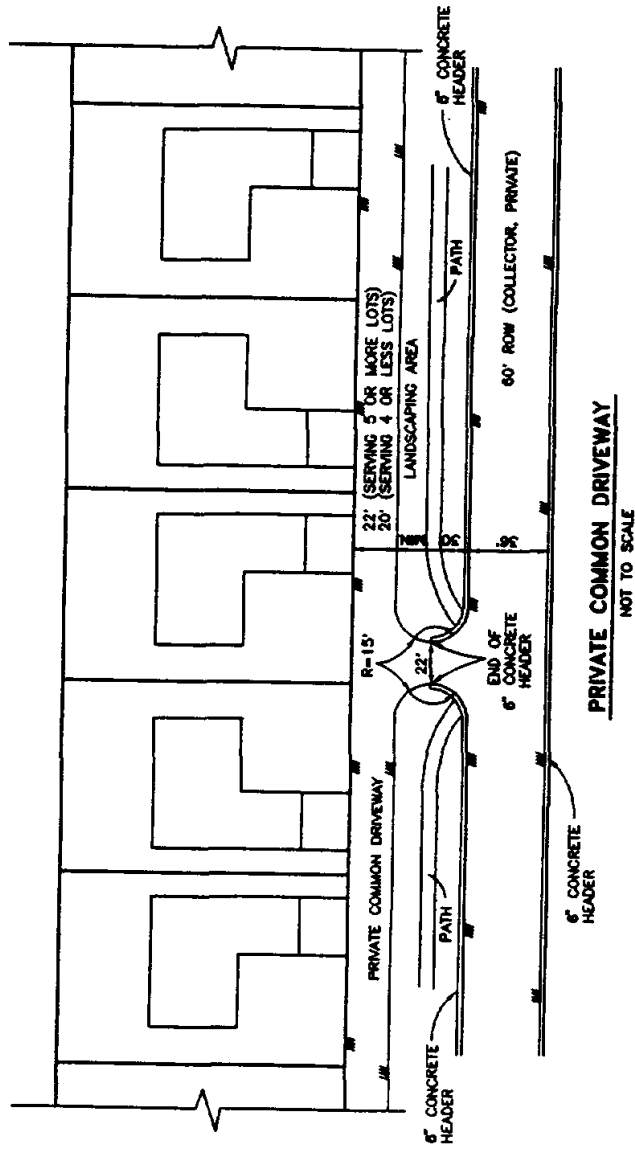


**A**  
**1**  
 TYPICAL SECTION  
 60' ROW (LOCAL, PRIVATE, ADT = 200 MAX.)



**B**  
**1**  
 TYPICAL SECTION  
 60' ROW (LOCAL, PRIVATE, ADT = 200 TO 500)  
 60' ROW (COLLECTOR, PRIVATE, ADT = 500 TO 2,000)

**LOCAL AND RURAL STREETS**



# COMMON DRIVEWAYS

maintenance of all median landscaping and all landscaping along the edge of the minor arterial and collector streets. Maintenance of the landscaping and irrigation systems will initially be the responsibility of Southwest Pointe Partners or its successor until that responsibility is transferred to the Homeowners' Association. The Lot Developer or individual homeowner will be responsible for the installation, irrigation, and maintenance of all street right-of-way landscaping in front of individual lots fronting along private common driveways, rural streets, and local streets.

Roads will be constructed with a minimum 2 percent crown or cross section to maintain proper drainage. Maximum grade of landscaped areas within the street right-of-way will be 3 to 1. Vertical alignments of streets will be chosen to minimize cuts and fills. Pavement and base sections will be determined in accordance with the recommendations of the geotechnical engineer and Washoe County. All utilities will be placed underground.

Minor Arterial (Public or Private) - Whites Creek Lane from Thomas Creek Road to the bridge is a public road. From the bridge to the first intersection, Whites Creek Lane is classified as a private, minor arterial. The approved public and private street sections are shown in Figure 2-10. The private street will have an 120-foot minimum right-of-way with a 27-foot median, a 24 foot roadway section on either side of the median, and an 8-foot wide meandering asphalt path on both sides. A concrete header is proposed at the edge of pavement. No parking, except for emergencies, will be allowed.

Street trees will be planted between the meandering paths and street edge in an informal pattern of both deciduous and evergreen trees. Specimen-size trees will be used around the gate house. Near the project entry, a massing of evergreen trees on both sides of the street will focus views to the creek and slow down traffic as the street section transitions to a narrower pavement width. Median trees will be vertical and upright with no overhanging branches. Ground covers and shrubs will be kept low with an informal massing pattern to eventually cover most exposed ground. Flower and foliage color will be emphasized. Around intersection project signage, small irrigated lawn and annuals/wildflowers will be planted for a "high sierra" seasonal color.

From Thomas Creek Road to the project site, landscaping and irrigation will be installed by Southwest Pointe Partners or its successor. Landscaping along this section of roadway may consist mostly of shrubs, groundcovers, boulders, and only a few trees so that the residents of Saddlehorn do not have their views of Reno obscured.

**Collector Streets** - The street sections for collector streets are shown in Figure 2-11. From the first intersection to the golf and tennis club, a 120 foot right-of-way is shown. The roadside ditch serves a dual purpose -- snow storage and drainage. Residential driveway access will be allowed, but minimized. Landscaping along this section of roadway will continue the treatment used along the minor arterial.

Past the golf and tennis club, the road narrows to a 60-foot right-of-way with a 24-foot pavement width. (This street section is used in all locations where the average daily traffic ranges from 500 to 8000 ADT.) Either an 8-foot or a 4-foot path or gravel shoulder are shown on both sides, depending on the anticipated average daily traffic. Paths may not be constructed if alternate locations for pedestrian paths are shown on the Pedestrian Circulation Plan. Where necessary, a 12-foot, left-turn lane will be constructed at intersections. A concrete header with a roadside ditch is proposed. A minimum number of residential driveway access will be permitted. No parking, except for emergencies, will be permitted.

The landscaping within the right-of-way will continue to be informal with a combination of deciduous and evergreen trees massed in irregular patterns to simulate a natural forest pattern. Beyond the Swim and Tennis Club and Golf Club entrances, the landscape will transition to a more arid, "high desert" palette of shrubs and ground cover. Irrigation for plant material will be installed and maintained as a part of the common areas. In disturbed areas and along roadside ditches, erosion control grasses and wildflowers will be seeded to minimize erosion and provide seasonal color.

In neighborhoods with lots of 1/2 acre or less, the planting concept will consist of street trees planted in a regular pattern, to be selected from a list of approved tree species with heights under 25-30' at maturity in order to preserve off-site

views toward Reno. The intent is to provide summer shade and visual continuity within denser neighborhoods, but in such a way that the street tree pattern is not visibly intrusive because of the tree's height, form or seasonal color.

**Local Streets** - Local streets provide access within the individual neighborhoods. (Refer to the street sections in Figure 2-12.) A 60-foot right-of-way is shown, with a minimum pavement width of 22 feet, and a 4-foot wide path or gravel shoulder on both sides. Paths may not be constructed if alternate locations are shown on the Pedestrian Circulation Plan. A concrete header with a roadside ditch is proposed. No parking, except for emergencies, will be permitted. Landscaping and irrigation along local streets will be the responsibility of the Lot Developer or the individual homeowner. Landscaping must be reviewed and approved by the Architectural and Landscape Control Committee.

**Rural Streets** - Rural streets also provide access within individual neighborhoods. As shown in Figure 2-12, rural streets have a minimum 60-foot right-of-way, with a 22-foot pavement width. A concrete header with a roadside ditch is proposed for both snow storage and drainage. No parking, except for emergencies, will be permitted. Landscaping and irrigation along rural streets will be the responsibility of the Lot Developer or the individual homeowner. Landscaping must be reviewed and approved by the Architectural and Landscape Control Committee.

**Common Driveways** - Private, common driveways are used in a few locations where a small group of homes is proposed along collector streets. As shown in Figure 2-13, when a common driveway serves no more than 4 lots, the pavement width is 20 feet. When 5 or more lots are proposed, the pavement widens to 22 feet. No on street parking, except for emergencies, is permitted. Off street parking bays in common area will be constructed by the developer. To maintain consistency, landscaping in the area between the collector street and the common driveway will be the responsibility of the developer.

## Community Buildings

**Golf Clubhouse** - The Golf Clubhouse is intended to function as a recreation and social center for Southwest Pointe. The Clubhouse is located to maximize views of the two golf courses, Mt. Rose/Slide Mountain, the lights of the City of Reno plus the surrounding hills and valley below. The Clubhouse sits on an elevated plateau creating a strong visual impression as a community building. (Refer to Figure 2-14.)

The Golf Clubhouse will provide functional support to the public golf operation, including pro shop, bag storage, cart storage and dressing rooms. The building's basement will house the storage and service spaces, and the upper floor will house the different food and beverage spaces plus the pro shop. The dining spaces will be able to accommodate community functions plus special events, such as weddings or parties. The lower floor is mostly below grade as a basement to reduce the overall building height so the building does not dominate the site.

The exterior of the building has a native stone facade at the lower level so that the building appears to grow up from the ground and be visually connected to the site. Other building features, such as columns and chimneys at the upper floor, may also have native stone veneer. Other Clubhouse exterior materials include stucco-appearing walls with some wood trim for accent and metal roofing. The roofing color may be of a weathered copper patina, sage green or another natural landscape color to blend in with the natural environment. The stucco color is intended to be earthtone. Some exterior material color selections will be of other natural colors for subtle accents.

**Swim and Tennis Club** - The Swim and Tennis Club is intended to provide an additional recreation activity center within Southwest Pointe and will house different exercise spaces indoors plus outdoor tennis and swimming. (Refer to Figure 2-15.) Dressing facilities, snack bar, and administration activities will also be indoors.

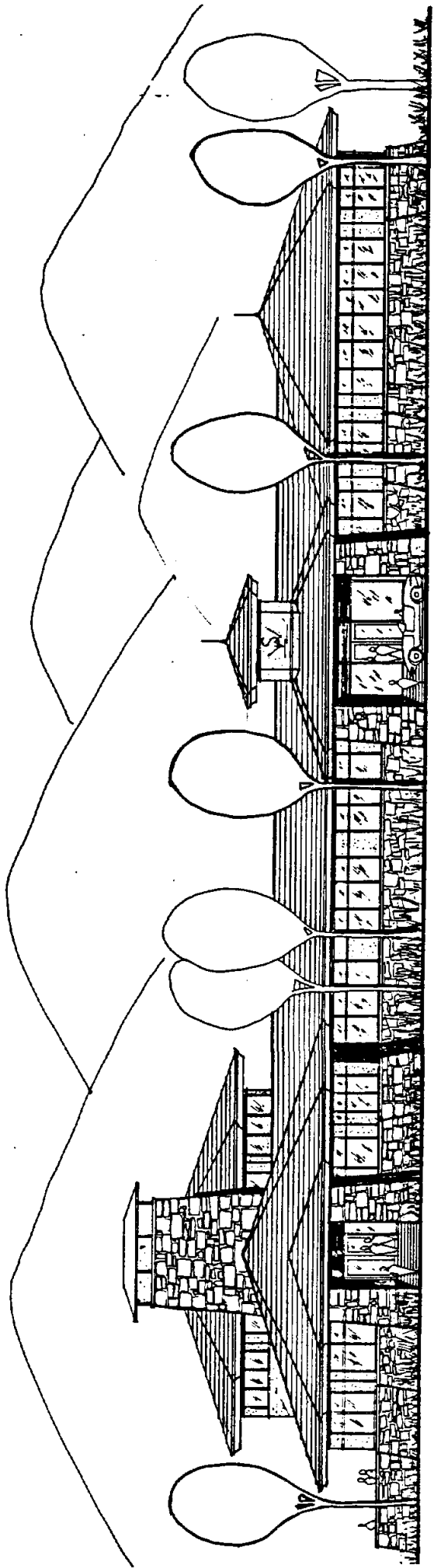
The Swim and Tennis Club will be oriented around a town square courtyard opposite the driveway entrance to the Golf Clubhouse. Both driveway entrances will be visually enhanced with landscape medians and decorative streetscape



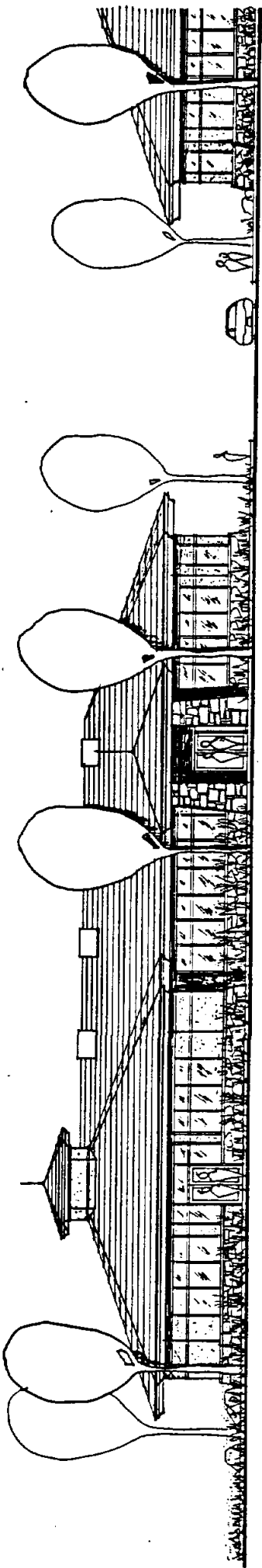
materials. The outdoor swimming area, as well as some of the tennis courts, will be lighted for evening use. The exterior design of the Swim and Tennis Club will be compatible to the Golf Clubhouse and other community buildings. (Refer to Figure 2-16.)

**Commercial Village** - A maximum 20,000 sq. ft. neighborhood retail and support services complex may be constructed adjacent to the Swim and Tennis Club around the town square. (Refer to Figure 2-15.) It is anticipated that retail uses may consist of a small market, video store; and services may include a beauty salon, travel agency, and real estate office. The one-story commercial building exterior will be of materials, forms, and colors that match the Swim and Tennis Club and are compatible with other community buildings.

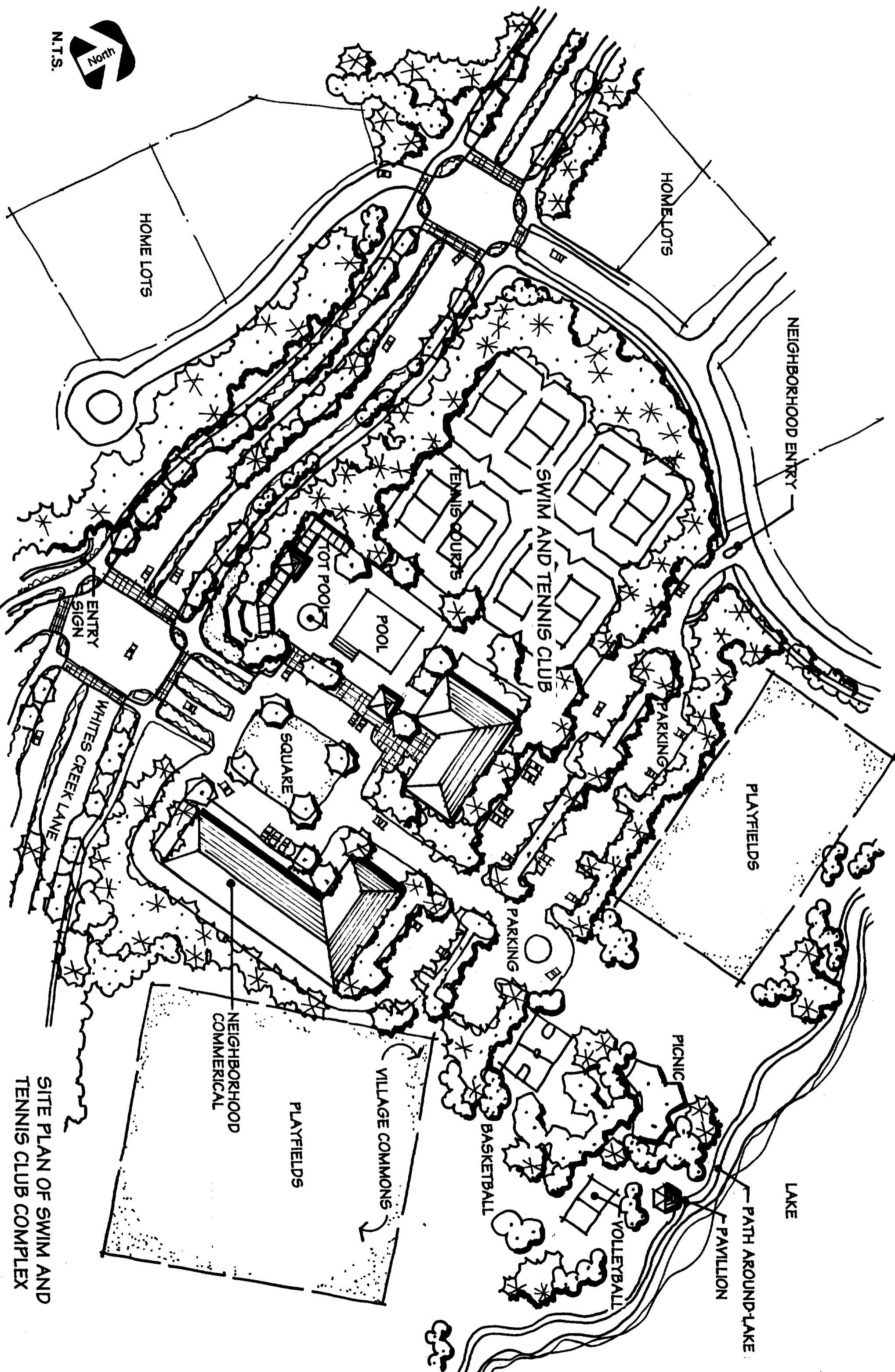
**Fire Station** - A site shall be set aside by the developer on which the Nevada Division of Forestry may construct and operate a two-bay fire station for regional fire protection. The fire station will be located before the entry, and is proposed to have building materials compatible to the other community buildings.



GOLF CLUBHOUSE



SWIM AND TENNIS CLUB



SITE PLAN OF SWIM AND TENNIS CLUB COMPLEX

### III. SITE DEVELOPMENT GUIDELINES

The purpose of the site development guidelines is to present methods for integrating homes into the natural setting through sensitive design. These guidelines are intended to apply to individual residences; whereas, the guidelines presented in the previous chapter apply to community buildings and other features.

#### Building Setbacks

Each residential lot will have building setbacks that define where and how structures can be built. The underlying objective is to encourage articulated building forms, one- and two-story massing, unobstructed views, privacy, and varied setback on the street, golf course, and between residences.

The minimum setback and yard dimensions are described below:

<u>Lot Size</u>	<u>Front Yard</u>	<u>Side Yard</u>	<u>Back Yard</u>
1 acre +	30'	12'	30'
1/2 acre +	25'*	10'	20'
12,000 sq. ft.	20'	8'	20'

\* Reduced to 20' with side-entry garage.

Projections, such as chimneys, covered porches, decks, roof overhangs, canopies, eaves, or other similar architectural features may extend into a required side, front, or back yard setback not to exceed 2 feet. Some lots may have varying setbacks which relate to unusual property features and geometry and these will be specified by the Residential Lot Declarations.

Setbacks from potentially active fault traces have been recommended by the geotechnical engineers. The fault traces that were trenched and staked are judged to be fault traces having relatively high risk of ground rupture during an earthquake. Buildings for human occupancy should not be sited over these faults and a setback is recommended for each side of the fault. The setbacks for each surveyed fault are shown on the site plan and will be identified on tentative and final maps.

### Minimum Lot Width

All residential lots shall comply with the following minimum average width requirements: 1 acre and larger lot, 150 feet; 1/2 acre to under 1-acre lots, 100 feet; and 12,000 square foot lots, 80 feet.

### Grading, Drainage, and Erosion Control

The placement of the home, driveway, and other site elements should minimize disruption of the natural topography as much as possible. Where grading is required, the slopes should be gently rounded to blend into the natural contours of the ground. Site grading should also complement and reinforce the architectural and landscape character by screening undesirable views of parking and storage areas and by helping to reduce the perceived height and mass of the architecture. Wherever practicable, re-graded slopes should not exceed 3 to 1. Geotechnical considerations may allow a steeper slope.

The individual lot purchaser or builder will present drawings to the ALCC for review that are creative and sensitive as to the individual footprint, setting on the lot, and natural grade. The builder/architect is encouraged to minimize the amount of grading on each lot. This same concept should be carried forth in the design of the hardscape and landscape areas adjacent to the building structure. Every effort should be made to achieve a final design which fits the shape of the lot and the land around it.

The control of water run-off and potential erosion should be a consideration both during construction and in the final design of the home site. Natural surface drainage patterns should be preserved whenever possible. Avoid concentrating surface drainage to reduce the erosion potential.

The preservation of existing vegetation cover minimizes the potential for erosion. Construction equipment should be limited to areas intended for specific site improvements in order to minimize damage to existing vegetative cover. Revegetation and erosion control are also discussed in Chapter V, Landscape Design Guidelines.

Dust control methods will comply with the requirements of the Washoe County District Health Department, Air Quality Management. A detailed dust control plan must be prepared prior to issuance of a grading permit for the golf course or approval of a final map (Condition #45). The dust control plan will address phased grading and stabilization methods including revegetation, application of palliatives, street cleaning, and dust controls on any storage piles located on the site.

### Driveways and Parking

To create a streetscape that blends with the rural setting, driveway widths should be minimized. Maximum paved driveway width outside of the building envelope is 12 feet. Slopes on driveways should generally not exceed 14 percent except in special cases. Provide culverts for driveways that cross landscaped drainage swales. Circular drives are only allowed in 1 acre lots.

Large expanses of asphalt or gravel are discouraged, as are large areas of untextured and uncolored concrete. Unpaved parking areas are discouraged. The visual impacts of paved areas can be reduced by tucking them into the topography and landscape.

On-street parking is prohibited throughout Southwest Pointe. Each lot must provide off-street guest parking to accommodate two cars. Additionally, the Conditions of Approval (Condition #40) require that guest parking be provided

within 500 feet of home that have lots ranging in size between 12,000 square feet and 1/2 acre. One space shall be provided for every three homes. The parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map.

### Auxiliary Structures and Site Utilities

Auxiliary structures, such as gazebos, utility sheds, etc., must be designed in a manner that harmonizes with the main structure. Plans for such structures must be submitted to the ALCC for review and approval.

All solar and mechanical equipment must be screened. All utility meters and appliances must also be screened. Trash and utility areas should be located to avoid direct views from streets or adjacent properties. These areas should be enclosed with fencing or screens that match residential architectural detailing and materials.

### Fences and Walls

Appropriate design and placement of fences and walls on residential lots is important in maintaining a high quality, rural atmosphere. It is essential that the materials, patterns and textures complement the surrounding architecture wherever possible.

No residential fence or wall will exceed 6 feet in height. When a change in elevation occurs, the wall or fence should be stepped in equal intervals. Plant materials or berming will be used to soften a continuous wall or fence. Lot perimeter fencing is allowed. Where the lot abuts the golf course, the perimeter fencing near the golf course must be consistent with the community fencing. (Refer to Community Design Guidelines, Chapter II.) Colors should complement the environment and match other architectural features. Use of darker earth tones is encouraged, with all exposed surfaces finished. All fencing must be submitted to the ALCC for review and approval.



Special consideration will be taken when installing walls so as not to obstruct views from adjacent homes. Any privacy walls and fences will be installed by the homeowner or builder and maintained by the homeowner.

When retaining walls are necessary, they should become an integral part of the design, not an afterthought. The use of several 2 or 3 foot high walls rather than a single taller wall is encouraged. Not only should the retaining walls be designed with careful consideration for strength and provisions for surface and underground drainage, but they should be configured to sensitively fit with the natural terrain and be constructed or faced with materials that blend with the setting.

Freestanding walls are appropriate when used as an extension of the residence, to define key outdoor spaces, and to protect from climatic extremes. Wall materials should be consistent with the architectural style of the house.

### Exterior Lighting

All exterior lighting must be approved by the Architectural and Landscape Control Committee. Homeowners are encouraged to utilize landscape lighting -- to subtly highlight unique architectural features, trees, and focal landscape areas. Lighting levels should also be provided which insure safe passage along walks to building entries. Lighting of patio and deck areas to provide for nighttime usage is also allowed.

Landscape lighting should be integrated into the overall design of the site. Downlights can be recessed into arbors and soffits. Ground-mounted landscape bollards may also be used. Pole lights and monoliths with lights greater than 48 inches in height are not allowed. Light sources should not be directly visible. Light trespass and glare onto adjacent properties is not allowed. Lighting should endeavor to highlight special features and use areas rather than a uniform glow across the property.

## Energy Conservation

All residential units shall include site design and building design or construction features and devices which are capable of conserving energy. Measures encouraged in the design of all residential structures are:

- Double glazing
- Size and placement of windows and other major openings shall take into account prevailing breezes during the summer season and protection from stronger winds during the winter season.
- Appropriate design features to deflect sunlight or allow it to enter the residence, depending on seasonal needs.
- Strategically locate and select plant materials in areas adjacent to the residence to reduce temperature buildup and sun penetration during the summer season.

Building construction requires sufficient insulation and insulated glass to meet State of Nevada energy standards. Other building construction energy conservation features are encouraged, such as high efficiency mechanical equipment, high efficiency glass (non reflective), etc.

## IV. ARCHITECTURAL DESIGN GUIDELINES

### Residential Design Character

The Guidelines seek to establish a community-wide theme for Southwest Pointe that transcends individual property boundaries. Consistent with the Community Design Character described in Chapter II, the Residential Design Character is intended to be respectful of and harmonize with the existing natural and newly created site environment. Building materials, forms, and colors shall be natural in character to blend into and complement the Southwest Pointe character.

The residential design intent is to encourage a variety of residential styles and to encourage creativity and diversity within the community. Creativity will allow for compatibility of golf course homes to the golf course, and compatibility of the hillside homes to the surrounding open space, as an example.

### Building Form, Mass, And Proportions

Residential structures shall employ forms, massing and proportional detailing that relates to the predominantly horizontal context of the upland range. Low forms are encouraged to not compete with the horizontal context. Two-story structures shall have at least 50 percent of the facade appear as a low, one-story structure in height, this suggests the middle of the structure be two story with one-story portions around it. This creates a vertically stepped facade from ground up to one-story, up to two story, and back down. The stepped facade emphasizes the horizontal and appears more organic than tall, two story high wall planes.

Simple, yet bold, roof dominated forms will also emphasize the horizontal features and minimize the appearance of the vertical ways. Hipped roofs are encouraged with a few accent gables as opposed to all gables or shed type roofs.

Wall planes shall also be stepped horizontally (or articulated) with offsets to break up long walls and to create shadows and shading to subdue long wall planes. Covered porches and trellises are also encouraged to create shadows and shading, including heat gain and glare reduction by shading windows and walls. Patios with porches and trellises extend the indoor living space from indoors to the outdoors.

Stepped building forms and the elements of the forms shall be carefully composed in an integrated manner with consideration given to overall, three dimensional proportions as well as the proportions of the individual architectural elements.

### Architectural Elements

Roofing - Roof surfaces shall have a strong texture, like the natural landscaping with one color to blend with the natural backdrop.

Roofing materials shall be fire resistant. Approved roofing materials consist of slate, concrete shakes, fiber cement shakes/shingles, 40-year fiberglass composition shingles, and metal roofing with ribs or shingles and without exposed fasteners. Wood shake or shingle roofs are not permitted.

Roof elements, such as skylights, exposed vents/flues and metal, shall be colored to match or blend in with the roofing. No exposed rooftop solar panels are permitted.

Walls - Wall surfaces shall be selected for durability, weather and fire resistance, minimum maintenance plus compatibility with the regional character and building style. Besides articulation, wall texture creates more attractive wall surfaces. The use of wall trim can add accent to wall surfaces, if employed correctly. Contrasting wall and trim colors are not encouraged. Approved wall surfaces consist of stone veneer, brick, stucco and wood siding.

Windows and Doors - The arrangement, location, size, shape, and relationship of window and door openings shall be composed in an orderly and proportional manner on all exterior facades. Continuity of window and door style shall be considered on all facades as well as within individual facades.

Chimneys - Chimneys are an important design element and shall be located and sized to be proportional to the overall building composition. All above roof fireplace flues shall have a chimney enclosure of no less than 2 feet by 5 feet. Stone and brick chimneys are encouraged.

### Exterior Materials And Colors

The composition of different exterior materials and colors shall be carefully selected and designed to insure compatibility to the building style and regional character. The use of many different materials and colors should be discouraged so that the building form is emphasized. General continuity of exterior materials at different exterior facades is required, although subtle variation from building to building is encouraged. The glass color shall be selected for shading, ultraviolet control and compatibility with other materials. No reflective glass is permitted. Intense and glossy colors are not permitted.

### Garages And Accessory Structures

Detached garages and guest houses are permitted only on lots 1 acre or larger in size. As a general rule, other accessory structures are not permitted. These structures may be separated from the residence; however, a connection is required. The connection shall be a trellis arbor, or another overhead element.

Small accessory structures, such as a remote spa trellis or other landscape type elements, may be detached if approved by the ALCC.

## Miscellaneous

**Antennas** - All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired to accommodate cable reception. Satellite "dish" antennas are allowed only if adequately screened and not visible from surrounding areas.

**Awnings and Patio Covers** - Awnings and patio covers, if used, must be of solid color canvas within the approved color palette. Fiberglass or sheetmetal awnings are not permitted.

**Gutters and Downspouts** - All gutters and downspouts must be a color to blend into the building back drop, and downspouts shall be located to be least visible.

**Utility Service and Meters** - All utility service shall be underground with no exposure. All utility meters required to be exposed shall be either located to be not visible or enclosed in a cover box compatible with the building siding and as approved by the utility company. Meters shall be recessed in walls with no exposed conduit.

**Mechanical Equipment** - No exposed mechanical equipment is permitted. All exterior mechanical equipment, including solar panels, condensing units, etc. must be screened from view.

**Signs** - Exterior signs other than house numbers are prohibited. During construction or sale, one (1) approved construction/sales sign may be placed in front of each homesite. Real estate sales/listing information must be placed on a panel of the sign just as contractor's or architect's information would be. Additional freestanding signs, "snipes," banners, flags, etc. are prohibited. Political signs, within reason, are excepted from this prohibition.

## Energy Conservation

Southwest Pointe will have all locally available public utilities for energy as well as being very conducive to passive solar access for natural heating to conserve energy. Passive solar access requires consideration of building orientation and

window locations. Window locations should also be chosen to capture breezes for natural ventilation and cross ventilation within the structure for energy conservation.

Solar shading should also be considered for prevention of excessive heat gain, particularly in the summer and from the westly afternoon sun. Exterior shading devices include roof overhangs, trellises and patio covers. Plant material selection may help control solar access, such as deciduous trees for winter access and summer shading.

Building construction requires sufficient insulation and insulated glass to meet State of Nevada energy standards. Other building construction energy conservation features are encouraged, such as high efficiency mechanical equipment, high efficiency glass (not reflective), etc.

## **V. LANDSCAPE DESIGN GUIDELINES**

### **Landscape Design Character**

Landscaping will play a significant role in establishing the character of Southwest Pointe. These landscape guidelines are intended to enhance the character and quality of the community established by the architectural guidelines. The open space system responds to site conditions and creates a visual framework for the entire project. Neighborhood entries and roadway landscaping will reinforce the overall landscape themes which permeate the site and establish a "sense of place" within Southwest Pointe. Also contributing to the overall community identity are other consistent landscape elements such as walls, fences, lighting, signage, and paving.

In addition to providing exciting and challenging play, the golf courses have been carefully situated along the creeks, adjacent to major roads, and routed to take advantage of the panoramic views from the property. The courses have been planned to incorporate manicured lawns for the tees, fairways, and greens with transition landscaping to enhance the beauty of the adjacent native vegetation through contrasts in color and texture. Through careful planning, the golf courses and the entire Southwest Pointe community have been gently blended into the natural environment.

### **Landscaping - Common Areas**

Landscaping in common areas will be the responsibility of the developer. The intent of landscaping within the project site is both aesthetic and functional. The development will fit the local terrain and environment without looking out of character for northern Nevada (e.g., short grasses, muted grays and sage green colors of shrubs, with evergreens in clustered areas). At the same time, it is important that the landscape create a sense of arrival at the entry and a strong visual unity throughout the project. This will be accomplished through landscaping and consistent signage, walls, fencing, etc.



**Common Area Landscape Guidelines** - The following guidelines apply to common area landscaping:

- The landscape palette is informal and natural, combining the best characteristics of the high desert natural landscape. Native shrubs and ground cover will be massed in groups of a single species, used in combinations that provide contrasting colors, textures and forms in a broad-brushed approach to landscape design. Trees will be massed in naturalistic groupings of a single species, an interplay of evergreens, and contrasting deciduous trees.
- Drought-tolerant, low-maintenance plantings will be used.
- Screening of parking areas, utility enclosures, service yards, and hillsides will be done with evergreen trees and shrubs.
- A variety of plant sizes will be used, with specimen trees at central focal points such as the project entry and street intersections.
- Irrigation systems must be automatic, with a controller and valves. Drip systems will be utilized instead of above-ground spray heads in planter areas. The use of a central control irrigation system on the golf course will facilitate the use of satellite controllers in common areas. This will allow all controller programming from a central source at the clubhouse.
- Shrubs and trees that deer do not prefer will be planted, although deer and especially rabbits will eat almost any plant if hungry enough and during the time when plants are putting on new tender growth.
- Plantings will contain a combination of fast, medium, and slow growth rate types. Eventually the slow growth plants will dominate the landscape, being more disease free and less prone to wind breakage.
- The use of lawn will be restricted to key focal points such as entry locations.
- Future landscape plans in common areas must be consistent with county requirements and approved by the Architectural and Landscape Control Committee. The plant materials list in this Handbook will be followed for planting selection.

- Exposing native rock outcroppings and boulder groupings during grading operations will enhance the overall landscape theme. Ideally, boulders should have at least one third of their total size buried in the ground. This gives rock a more permanent and natural look rather than just setting them on top of the ground. Boulder size will be a minimum 3 foot diameter, with groupings rather than scattered rock.

### Landscaping - Private Yards

All visible areas of yards not hardscaped must be landscaped in an acceptable form -- either natural, with ornamental plantings, or with both. Landscaping plans for individual residences will be reviewed and approved by the Architectural and Landscape Control Committee. Homeowners purchasing builder products will have up to 6 months to install private landscaping after close of escrow without a penalty. Homeowners purchasing custom lots will have up to 6 months after receiving occupancy permits on their residences to install private landscaping without a penalty. The following guidelines have been created to provide homeowners, architects, designers, and landscapers a reference point from which to develop individual landscape plans. These guidelines may be amended from time to time by the review committee based on comments and suggestions from designers and homeowners.

Private Yard Guidelines - The following guidelines apply to landscaping in private yards:

- All plant materials selected should be suitable for the climate, soil conditions, and theme of the community. (Refer to Table A-1 in the appendix for a list of recommended plants.)
- Landscape planting palettes should be simple and kept to a limited number of plant materials.
- Plantings should be done in masses or groupings of a single species to avoid complexity.

- Landscape plantings should provide for effective screening of cars, utility enclosures, or any visually undesirable element or structure.
- Planting selections should strive to maximize color during all four seasons.
- All landscaped areas must have an automatic irrigation system, preferable designed by a Landscape Architect or irrigation consultant to ensure efficient water usage.
- Group plants with similar water requirements.

**Front Yard Landscaping** - The following guidelines apply to front yard landscaping:

- "Gravel gardens" are prohibited.
- All visible areas of yard not hardscaped, or in decking must be landscaped in an acceptable form.
- Front yards shall be planted with a combination of trees, shrubs, and ground cover or lawn. All lawns shall be sod and cover no more than 20 percent of the total landscape area.
- Except where previously installed by the developer, at least three trees shall be planted in the street right-of-way adjacent to the front of each 1-acre and 1/2-acre residential lot and at least two trees shall be planted in the street right-of-way adjacent to the front of each 12,000 square foot residential lot.
- At least five additional trees shall be planted per front yard on 1-acre lots, three trees per front yard on 1/2-acre lots, and two trees per front yard on 12,000 square foot lots. Groupings of vertical trees are encouraged.

**Side and Rear Yard Landscaping** - The following guidelines apply to side and rear yard landscaping:

- Side yard planting is encouraged to create a sense of privacy between adjacent homes.
- Rear yard planting can provide shade and privacy, define outdoor spaces, and frame views. Care must be taken, however, in planting trees and tall shrubs so as not to obstruct views from adjacent lots to the golf course and mountains. Final placement of all rear yard trees is subject to approval by the Architectural and Landscape Control Committee.

## Maintenance

Common Areas - Landscape, fencing, walls, irrigation systems, etc. installed by the developer will be maintained in a healthy and operational condition and will eventually be transferred to the Homeowners Association, which will then assume maintenance responsibility. Landscape maintenance will primarily consist of weeding, spraying pre- and post-emergents, insect control, pruning, plant replacement and irrigation system winterizing/repair. Drip irrigation lines will require flushing to remove debris so that emitters do not clog.

Open space and private trail maintenance will include trash pick-up, erosion control, re-surfacing trails, and upkeep of signage. (Washoe County will be responsible for any maintenance activities required on open space that is under their control.) Paved walks will require re-seeding and eventually resurfacing the asphalt. Related fencing will need board replacement and re-staining/re-sealing wood members.

Private Yards - The intent of maintenance standards for private yards is to keep the entire project up to high standards. Homeowners will be responsible for maintenance of their own lots. If the required front yard trees should die, they will need immediate replacement with trees of the same size and species. Property owners will also be responsible for maintaining landscaping along the right-of-ways of local and rural streets with direct lot frontage.

## Revegetation and Erosion Control

Revegetation is the process that involves seeds and small plants, fertilization, and soil stabilization once vegetation becomes established. It is one part of the overall erosion control process. Most often the best erosion control is a combination of structural or mechanical land revegetation. Once the ground is disturbed during construction, it is important to revegetate areas to be kept as open space as quickly as possible to minimize wind and water erosion on the soil. Typically, fast-growing annuals and perennials are installed for both short- and long-term stabilization.

**Timing** - The developer will follow the typical Washoe-Storey Conservation District and District Health Department guidelines for disturbed areas. A dust palliative will be applied to areas left undeveloped more than 30 days and a seed mix applied for areas left undeveloped more than 90 days. The preferred season for revegetation without irrigation is early spring after the ground softens. Late fall after the first snow is also acceptable. The developer may elect to seed between the preferred seasons with some supplemental irrigation from a water truck or temporary irrigation.

**Clearing Limits** - Areas to be cleared for development or cut/filled will be surveyed and staked so that equipment can be confined to those disturbed portions only. The objective is to save as much native vegetation within the development as possible for the open space between residential units. Clearing will be done on a phasing schedule as the development proceeds. The exception is the golf course, which will be graded and built in 9- or 18-hole increments.

**Seeding Methods** - Seeding will take place on open areas and slopes 3 to 1 and flatter. Slopes not accessible by drilling machines will either be hydroseeded or seeded with a mechanical broadcaster and raked by hand. Drilling is the preferred method since germination is generally the highest. Hydroseeding will be accomplished in a two step process. Seeding will take place on roughened soil with 30 percent mulch and then blowing the remaining 70 percent of the mulch on top of the seed. This ensures better seed/soil contact.

**Seeding Mixes** - One of the goals is to blend the development into the existing on-site environment. To accomplish this, a seed mix that matches the existing plant material is desired. Since the majority of the open space will not have permanent irrigation, the plants need to survive on rain or snow fall. A combination of woody plants (shrubs) and grasses are proposed for the mix. Also proposed are grindings from existing plants that are cleared. Since the seeds are already acclimated to the site, germination is usually very high. Plants to avoid seeding are those with a high fuel production that create a hazard for wildfires.

A general recommended seed mix is proposed in Table 5-1. More specific seed mixes will be developed during construction based on exposure, seeding timing, soil type, and degree of slope. Since the site is so large, seeding rates will need to be adjusted based on the above factors.

Three to four different grass and shrub types are recommended for a thicker and quicker cover. The wheat grasses are all fire resistant for use near residential units.

Table 5-1  
**General Seed Mix**  
 (in non-irrigated areas)

<u>Common Name</u>	<u>lbs/acre of pure live seed</u>
Indian Ricegrass	2
Fourwing Saltbush	4
Big Sagebrush	2
Great Basin Wildrye	2
Siberian Wheatgrass	4
Canbys Bluegrass	1
Annual Ryegrass	5
Palmer penstemon	1/4
Blue Flax	1/4
Shadescale	4
Total:	24.5 lbs/acre

In areas where drip irrigation is available, such as along roadways and around the golf course, trees and shrubs will be added to the above seed mix from Table A-1 (list of recommended plants). A variety of container sizes will be used, from tube packs to #5 cans, to provide a more natural appearance. Most woody plants are transplanted because of rodent predation to seeds. Larger shrubs and trees will also help stabilized slopes with their larger root mass. New plants will be mulched in the basins to conserve water and reduce weed competition around the root zone.

**Fertilization** - Fertilization will be added to the soils before seeding or during shrub/tree transplanting. Typical recommendations for low fertility sites call for 40 to 80 pounds of nitrogen, 50 to 75 pounds of phosphorous, and 50 pounds of potash per acre incorporated into the seed bed. For shrubs and trees, slow release plant tablets will be added to the planting pit during transplanting.

**Mulching** - Mulching provides a protective layer to help establish plants quicker. It also cools the soil, prevents soil crusting, keeps weed growth down and conserves water around the plant itself. For seeding, a hydromulch made of a wood product will be added to slopes where applicable. On steeper, longer slopes and drainageways, a wood excelsor blanket will be used with either a paper or plastic net backing. Blankets are unrolled and staked into place using wood pegs.

Flatter areas and slopes will be mulched with straw after seeding and either tackified or punched to keep straw in place. Typical rates are 3000 lbs/acre of clean straw, evenly distributed.

Mulching for shrubs and trees will be a ground bark or wood product. A minimum depth of 3 inches will be added to the watering basin and checked after major storms.

As previously mentioned, a dust palliative will be used to minimize wind erosion on areas left undeveloped more than 30 days. This is only a temporary solution and these areas will need to be re-seeded, since palliatives are tackifiers that reduce soil porosity by forming a soil crust. Foot and vehicle traffic quickly degrade a soil surface, requiring re-application.

All revegetated sites will be inspected by maintenance personnel to repair any gully damage caused by storms, especially during the summer months. Areas of inadequate plant establishment will be re-seeded or re-planted as required. In some areas, temporary chicken wire fencing will be required to prevent rabbit and deer browsing on plants until they are bigger, stronger, and better able to survive on their own.

## Fire Fuel Breaks and Green Belts

The project site is located in a high fire hazard area as identified by the Nevada Division of Forestry. This is due to the occurrence of lightning and strong westerly winds. Fire suppression over a long period of time has resulted in on-site fuel accumulation that will become a problem during a wildfire.

Mitigation is needed to reduce the fire hazards on the site. Proposed mitigation includes careful structure siting, fire hydrants, fuel breaks around structures, the use of fire resistant/retardant plants, ease of access for fire fighting equipment, and the use of appropriate building materials.

The developer will work with the Division of Forestry to locate firebreaks in appropriate locations. Effective fire protection can be achieved with a wide strip (at least 100 feet) of bare ground around structures created by removing the native shrubs and grasses. However, the bare ground is subject to water and wind erosion, besides being aesthetically unacceptable. A better solution is the use of "green belts". A green belt can be defined as a landscaped and irrigated zone between a structure and the brush-covered wildlands that is designed to halt or slow the spread of fire and to control soil erosion and water runoff. (Refer to Figure 5-1.) Requirements in developing such a green belt are as follows:

1. Removal of highly flammable native brush and grasses, especially cheat grass, from around structures for a distance of 30-50 feet. Remove any dead wood in and around shrubs. This zone will consist of grasses, introduced shrubs, and individual trees pruned up off the ground. All plants will have a high-moisture content because of drip or spray irrigation. The sprinkler system will be permanent and on a controller. Included in this zone is a 10 to 20 foot wide area on both sides of the front driveway. Appropriate planting for this zone are native, naturalized and exotic species that gradually blend to the more native zone beyond. Lawns will be kept to a minimum size for water conservation and sprinklered with an overhead automatic spray system.



EXISTING NATIVE VEGETATION-REMOVE DEAD WOOD AND DEBRIS OUT ANOTHER 50-100 FT. WHERE RESIDENTIAL ABUTS OPEN SPACE

THIN BRUSH AND TREES

LIMIT THE AMOUNT OF NATIVE BRUSH TO 20% SITE COVERAGE

REMOVE DEAD BRANCHES AND DEBRIS FOR 100 FT. INTERPLANT WITH ORNAMENTALS WITH A HIGH WATER CONTENT . INSTALL DRIP IRRIGATION SYSTEM

100 FT.

30 FT.

INTENSIVE LANDSCAPE

RESIDENCE

INTRODUCED ADAPTIVE LANDSCAPING - LAWN AND ORNAMENTAL SHRUBS . PRUNE TREES OFF OF THE GROUND. AUTOMATIC SPRAY IRRIGATION SYSTEM FOR HIGH MOISTURE CONTENT .

2. In the 30 - 100 foot zone around the structures, dead woody plants will be removed. Trees and shrubs will be occasionally pruned and "weedy" species eradicated. This landscape zone is intended to coordinate with the requirements for a managed fire break transition zone. Beyond the 100 foot zone, up to 200 feet, the amount of vegetation will be reduced and the most flammable species thinned.
3. Maintenance of the plantings will include weed control, cutting back woody plants, and removal of plant litter and fallen branches. Part of the effectiveness of a green belt lies in minimizing the volume of fuel available. Without proper maintenance, fire-retardant planting can become a fire hazard over time. Irrigation and maintenance schedules will be provided with final plans for the project.
4. The previous green belt conditions will be a part of the CC&Rs with mandatory enforcement. If property owners do not comply with the conditions, the Homeowners' Association will be authorized to contract for maintenance and bill the property owner.

A crucial step in the planning and construction of a green belt is selection of the plants to use. Listed in Table A-2 in the appendix are recommended species with varying degrees of fire retardance that have value for landscaping in green belts. Although a number of broad similarities may exist within the overall project area, it is not possible to make specific site recommendations until fire hazard, soil, topography, and sun exposure are further studied. Plants listed will be coordinated with those listed in the erosion control section of the Handbook. Generally, green belt species will be planted around structures and at the residential perimeter.

It is important that plants from Table A-2 be grouped according to water requirements. Highly drought-tolerant species are often damaged or killed if over-watered. Over watering also forces unwanted growth in the plants and encourages weeds. If two or more species are planted together, it is essential that they have similar water requirements so that they can be watered from the same automatic valve. When an area is irrigated, it should be thoroughly soaked to encourage the roots to grow deeply into the soil. Frequent, light irrigation must be avoided.

## Water Conservation

Water conservation in the Truckee Meadows is a long-term responsibility for all residents, since we live in a desert climate with limited resources. There are many ways to conserve water in the outdoor landscape. Generally, plants will use as much water as a person gives them, so overwatering is the result of owners not realizing proper planting water requirements.

The principals of a relatively recent concept of "Xeriscape" (dry landscape) should be followed in every new development and retrofitted into existing landscapes. The principals are briefly summarized as follows:

- Mulch plantings to keep soil cool and reduce evaporation.
- Plan and design planting/irrigation from a project's beginning.
- Create practical and usable lawn areas of reasonable size and shape.
- Use appropriate plants for the area and group into water zones.
- Improve the soil in the intensive landscape zones with compost or manure.
- Irrigate efficiently with properly designed systems with automatic timers.
- Maintain the landscape appropriately by mowing, pruning and fertilizing properly.

Well done Xeriscape-type designs can typically reduce irrigation water by more than 50 percent, compared with traditional designs dominated by over watering lawns. Over watering can also kill highly drought-tolerant plants and force unwanted growth.

Home buyers in Southwest Pointe will be encouraged to follow the above water conservation methods in their private yard areas within the 30 foot intensive landscape zone surrounding the structure. Lower water bills will be just one of the long term benefits of proper landscaping.

## VI. SERVICES AND FACILITIES

### Water Service

The property is outside the boundary of the South Truckee Meadows General Improvement District/Special Assessment District #18. This property will be developed outside the district; however, all of the potable water facilities on lots will eventually be dedicated to Washoe County. The developer of Southwest Pointe may construct a new water system since there are no existing facilities to accommodate this project. The Southwest Pointe water system may connect to the existing system. Washoe County has drilled several exploratory wells on the property. These wells will be used as the main production wells for the project.

The elevations at which water storage tanks will be located to obtain the proper pressure have been identified and are shown on the site plan. One or two tanks will be located at an elevation of approximately 5,710 feet. A third and smaller tank will be constructed at an elevation of approximately 5,848 feet. The tanks will have a height of approximately 24 feet. The total water storage requirement is between 1.2 and 1.4 million gallons (i.e., 926,500 gallons residential storage, 240,000 gallons commercial storage, and 120,000 gallons per tank residential fire storage). The lower tank(s) would have a storage requirement of 975,000 to 1.2 million gallons. The upper tank will have a capacity of approximately 200,000 gallons. The tanks have been located in a ravine to screen them from view. If additional screening is necessary, landscaping would be installed to the satisfaction of the Department of Development Review.

To serve the two proposed golf courses in Southwest Pointe, as well as the other courses and parks planned in the vicinity, Washoe County proposes to reuse treated wastewater and untreated creek water from the South Truckee Meadows Wastewater Treatment Plant. The Conditions of Approval for Southwest Pointe

(i.e., #77) require the developer to use treated wastewater from the treatment plant. Additionally, as part of the initial construction, the developer will provide the necessary on-site easements needed to construct the infrastructure and, when the treated wastewater or creek water becomes available, the developer will construct the necessary on-site infrastructure.

Water conservation will result by using and managing resources efficiently and effectively. Reducing domestic water usage is an objective for this development. To achieve this objective the following devices and/or programs will be initiated:

- Water conservation devices will be used throughout Southwest Pointe as specified by current county ordinances.
- Water conservation principals for landscaped areas are addressed at the end of Chapter 5.

### Sewer Service

Southwest Pointe will be served by the South Truckee Meadows Wastewater Treatment Plant, and, according to County staff, capacity is available. The plant currently has a capacity of 0.75 million gallons per day (mgd); however, the ultimate capacity is planned to be 6.0 mgd. Based on the number of existing and approved dwelling units within the service area, the current capacity has been allocated. This allocation exists only on paper and would be a problem only if all of the currently approved homes were constructed immediately. According to the county staff, the plant has been designed for expansion, and capacity will be available for this project.

Existing sewer service is only a short distance from Southwest Pointe. A 10-inch line has been extended to Saddlehorn and another 10-inch line serves Southwest Vistas. Because of the topography and site plan, Southwest Pointe will be sewerred to both locations.

### Fire Protection

Fire protection service is intended to be provided by the Nevada Division of Forestry, Sierra Fire Protection District. The closest existing station is Galena Station #2, which is located on the Mt. Rose Highway approximately 2 miles west of the intersection of Mt. Rose and Thomas Creek Road.

Consistent with the Southwest Truckee Meadows Area Plan, a one-acre site for a fire station is proposed near the entrance to Southwest Pointe. The site will be offered for dedication prior to recordation of the first final map. According to NDF staff, the station would be 3,800-4,000 square feet with two bays and living quarters. If constructed, there would be two, full-time employees supported by volunteers.

The entrance to Southwest Pointe may be gated at the point where Whites Creek Lane becomes a private road (i.e., near Thomas Creek). The developer will meet with NDF staff to discuss their needs in order to maintain emergency access. Fire fuel breaks will also be required in many locations and an acceptable design will be developed with NDF staff. Maintenance of the fire fuel breaks will be the responsibility of the individual homeowner or the Homeowners' Association depending on the location.

### Security and Emergency Services

The Washoe County Sheriff's Department is intended to provide police protection service to this site from the main station at 911 Parr Boulevard. There is currently one patrol unit regularly assigned to the area, with an average response time of 10 minutes. The response time in this area will be greatly improved if the Sheriff's Department locates a substation in the community center in the South Valleys Regional Park at the intersection of Whites Creek Lane and Wedge Parkway. The first phase of the park has been constructed. The community center is located in a later phase; therefore, it may be several years before the substation is operational.

The gate house at the entrance to the project may be manned; however, no other private security personnel are planned. During the initial phases of the project, roving security personnel may be used to prevent theft and/or vandalism. The developer will meet with Sheriff's Department staff to discuss their needs in order to maintain emergency access.

### **Private Recreation Amenities**

The two golf courses proposed in this development are contemplated to be a combination of daily fee-public play and membership play. The golf courses will not be owned or controlled by the Homeowners' Association. Notwithstanding the administration of the entry area, so long as either of the golf courses are available for public play, an easement(s) or some other form of vehicular right-of-way shall protect the public's ability to access the golf course.

The swim and tennis facility shall be controlled by the Homeowners' Association and is not contemplated for use by the general public.

### **Financial Assurances for Provision of Services**

Financial assurances for provision of services (e.g., private road maintenance, common area landscaping, private recreation amenities, private drainage facilities and security) shall be provided under the project CC&Rs, which shall provide for funding of these services through assessments and insure collection of assessments through liens on lots.

## VII. SPECIAL CONDITIONS

### Thomas and Dry Creeks

Two creeks cross the property -- Thomas Creek along the southern and eastern edge and Dry Creek through the western and north central portions of the site. The creeks are bordered by riparian vegetation and a wetlands delineation, prepared by Soil Resource Investigations and approved by the Corps of Engineers, has concluded that wetlands exist along both creeks. These areas will be avoided and will remain undisturbed where feasible.

The Conditions of Approval state that a buffer will be provided between the fairways/greens and all creeks (i.e., Condition #55). The setback of the buffer will comply with 100.200 (e) of the Uniform Building Code (i.e., 50 feet from the centerline of drainage area greater than 5,000 acres). A second condition (i.e., Condition #56) requires that a minimum buffer of 50-feet be provided between any structure and riparian vegetation.

At locations where roadways cross the creeks, the intent is to span the creek and leave all delineated wetlands undisturbed. This will be accomplished through the use of railroad flatbed car bridges. Concrete abutments will be constructed on either side of the creek outside the delineated wetlands. The railroad cars will then be placed to "clear span" the creek bed.

### Wildlife

Portions of the project site are located in the winter range of the Loyalton-Truckee deer herd. The herd summers largely at higher elevations and winters in the lower reaches of the Sierra Nevada. Some residential and golf course development is proposed within the winter range; however, there is also a



significant amount of acreage within the winter range that will be left as open space. Some key mule deer winter range habitat has also been identified at the northwest end of Southwest Pointe. For the most part, this area is proposed to be left as open space.

To reduce the impacts of development on the deer herd, the following mitigation measures are proposed:

- Leave open space around the developed area and provide open areas within the development in conjunction with the golf course.
- Seasonal restrictions and/or regulated recreational use in open space areas identified as key mule deer habitat will be enforced. Provisions will be made for these types of restrictions at the time the open space is deeded. (Refer to Open Space Management Plan.)
- Boundary fencing is not proposed.

The staff of the Washoe County Department of Parks and Recreation has also expressed interest in stocking Thomas Creek with fish through the Urban Fisheries Program. To accomplish this work, vehicular access to the creek is necessary. Two locations for vehicular access are proposed -- one is at the neighborhood park and the other is from the maintenance road to the existing water tanks.

### **Cultural and Archaeological Resources**

All cultural resources issues (ethnographic, historic, and prehistoric) are being managed by personnel of Kautz Environmental Consultants, Inc. of Reno, Nevada. All historic and prehistoric sites in Southwest Pointe have been identified and recommendations regarding their significance have been made, or are currently being made (Hutchins and Kautz 1995, Christensen and Kautz 1995, and Christensen and Burns 1996). Recommendations have been passed to the Nevada State Historic Preservation Office (SHPO) in conformity with the Truckee Meadows Regional Plan: Conservation Element (1991, revised).

A total of 88 archaeological sites have been discovered on project lands of which 70 are prehistoric in age, one is historic, and 17 have components of both historic and prehistoric age. A total of 25 non-significant isolated finds have also been recorded. Nineteen archaeological sites have been recommended as significant and 12 remain unevaluated. The remaining 57 sites are recommended as non-significant resources requiring no further work.

All reports from KEC pertaining to this project have been provided to the Washoe Tribe of Nevada and California and all cultural resource management activities are being arranged through the Tribe's Cultural Resources Coordinator. Already, a valuable and very unusual Native American bas relief effigy located on this land has been donated to the Tribe and, following its removal last year, resides in the Nevada State Museum.

All significant and unevaluated archaeological sites will either be avoided or mitigated during the construction, maintenance, and operation of this project. All mitigation will occur prior to site disturbance, though these activities may be phased in coordination with planned construction.

Prior to mitigation, an Historic Properties Treatment Plan will be submitted to the SHPO, outlining in detail the mitigation procedures to be employed, the precise sample, and the methodological and theoretical framework delineating the inquiry at each site. Following both the acceptance of this plan and completion of the specified fieldwork, construction will begin.

## VIII. DEVELOPMENT PROCESSING

### Relationship to Other Ordinances

The provisions of this Handbook will govern the development of Southwest Pointe. However, where the provisions of the Handbook do not address a specific subject, the provisions of the Washoe County Development Code (Chapter 110) or other ordinances governing the development of land shall prevail, subject to the provisions of the final development agreement.

### Amendments to the Development Standards Handbook

It is anticipated that this Handbook will need to be periodically updated and amended. If modifications are necessary, the Department of Development Review will be notified by letter, stating the changes requested, the reasons for the changes, and the effects of the changes. Minor modifications can be approved at the staff level. The definition of "minor" will be made by the Director of the Department of Development Review. More significant changes must be approved by the Washoe County Design Review Committee.

During the design and construction phase of the project, it will be the responsibility of Southwest Pointe Partners or its successor to initiate the amendment request. This responsibility will eventually be assumed by the Homeowner's Association.

### Approval Process

Design review will be required of each Lot Developer. Southwest Pointe Partners will provide each Lot Developer with a copy of the approved Development Standards Handbook and CC&Rs. These documents should be reviewed carefully by each Lot Developer.

The Architectural and Landscape Control Committee (ALCC) will review all preliminary and final construction drawings for structures and landscaping prior to their submission to Washoe County. The purpose of this initial plan review is to insure compliance with the Development Standards, the CC&Rs, and the overall master plan for Southwest Pointe. Any development plans submitted to Washoe County must be accompanied by verification from the ALCC stating that the plans have been approved by that Committee. Minor variations from the Development Standards may be approved by the ALCC providing that these variation are in conformance with county regulations and the intent of these Development Standards.

Approval by the ALCC does not imply that the plans are in compliance with all applicable county codes, ordinances, or other regulations. Each Lot Developer is responsible for submittal and processing of all plans and permits required by the county prior to the commencement of construction.

#### *Financial Assurances for Development of Property*

Financial assurances for the construction of capital improvements to be dedicated to the County shall be provided as required by Washoe County Code or pursuant to subdivision improvement agreements under tentative maps, subject to the provisions of the final development agreement.

**APPENDIX**

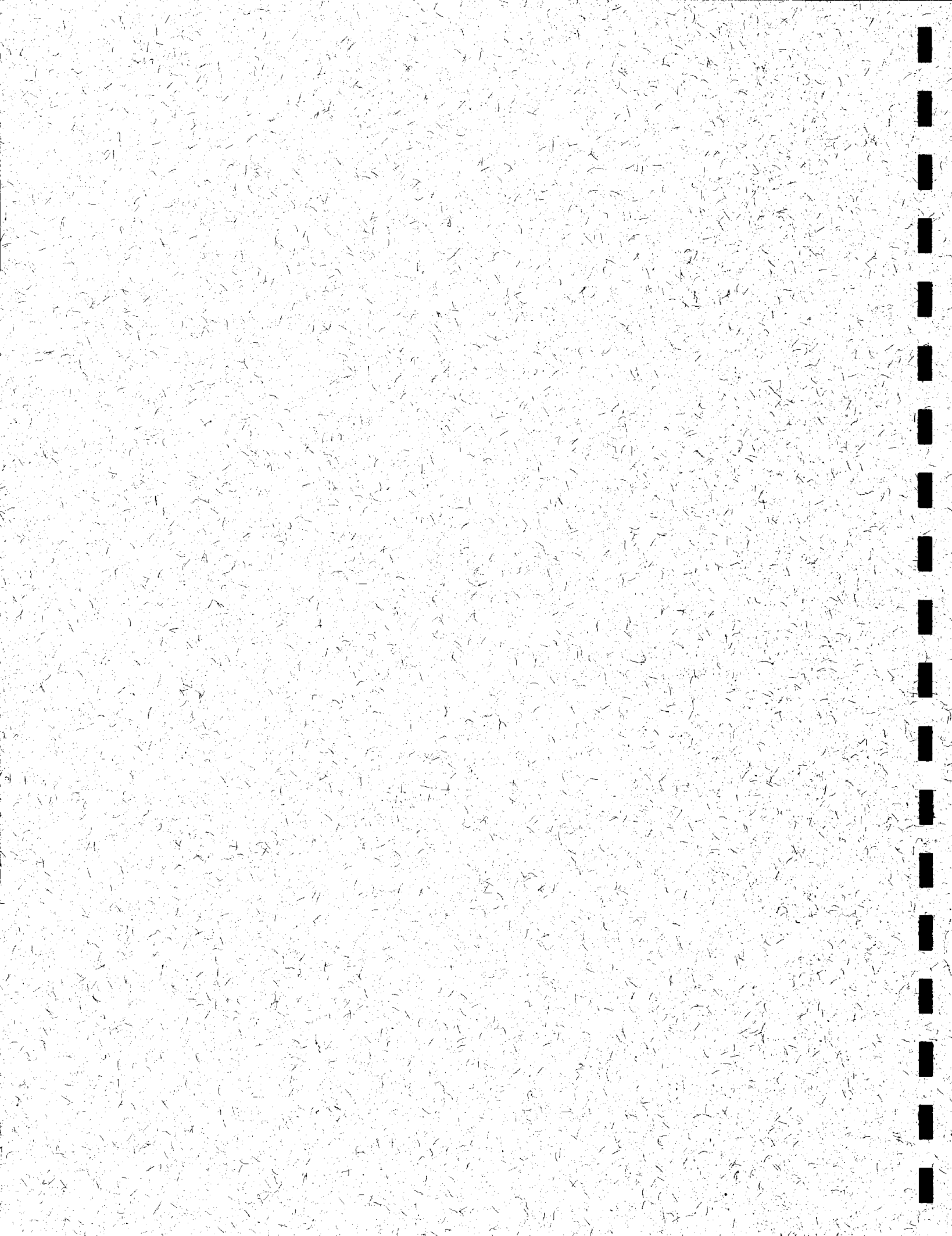


Table A-1  
RECOMMENDED PLANTS

**Special Uses**

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
<b>Deciduous Shrubs</b>						
Cinquefoil	Potentilla fruticosa					
Alpine Current	Ribes alpinum			√		Berries attract birds
Golden Current	Ribes aureum		√	√		Berries attract birds
Siberian Peashrub	Caragana arborescens		√	√		
Redosier Dogwood	Cornus stolonifera			√		Streambank revegetation
Staghorn Sumac	Rhus typhina			√		Good bank cover
Odessa Tamarix	Tamarix odessa		√	√		Spring flowers
Snowberry	Symphoricarpos albus		√	√	√	
Amur Maple (tough)	Acer ginnala					Good fall color
Buffaloberry	Shepherdia argentea		√	√		
Memorial Rose	Rosa wichuraiana				√	Good bank cover
Smoke Tree	Cotinus coggygria	√	√			Interesting flowers
Tartarian Honeysuckle	Lonicera tatarica		√	√		
Western Chokecherry	Prunus virginiana var. demissa					Berries attract birds
Western Sand Cherry	Prunus besseyi		√	√		Berries attract birds
Sweet Mockorange	Philadelphus coronarius					Fragrant
Nanking Cherry	Prunus tomentosa		√	√		
Smooth Sumac	Rhus glabra		√	√		Good bank cover
Squawbush Sumac	Rhus trilobata		√			
Mentor Barberry	Berberis x mentorensis					
Peking Cotoneaster	Cotoneaster acutifolius					

Table A-1 (Cont.)  
**RECOMMENDED PLANTS**

**Special Uses**

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
<b>Evergreen Shrubs</b>						
Big Sagebrush	<i>Artemisia tridentata</i>	√	√	√		Sierra native
Bitterbrush	<i>Pershia tridentata</i>		√	√		Sierra native
Fourwing Saltbrush	<i>Atriplex canescens</i>	√	√	√		Sierra native
Greenleaf Manzanita	<i>Arctostaphylos patula</i>		√	√		Sierra native
Scotch Broom	<i>Cytisus scoparius</i>	√	√			
Mountain Mahogany	<i>Cercocarpus ledifolius</i>		√	√		For dry sites
Chinese Juniper	<i>Juniperus chinensis</i>	√	√			
Horizontal Juniper	<i>Juniperus horizontalis</i>	√	√	√		
Oregon Grapeholly	<i>Mahonia aquifolium</i>	√				Medicinal berries
Mugo Pine	<i>Pinus mugo</i>	√				
<b>Deciduous Trees</b>						
Amur Maple	<i>Acer ginnala</i>		√			Good fall color
Black Locust	<i>Robinia pseudoacacia</i>		√			Showy flowers
Amur Chokecherry	<i>Prunus maackii</i>					
European White Poplar	<i>Populus alba</i>					Very fast growth
Golden Willow	<i>Salix alba vitellina</i>					
Aspen	<i>Populus tremuloides</i>					Sierra native
Hackberry	<i>Celtis occidentalis</i>		√			Good shade tree
Idaho Locust	<i>Robinia ambigua 'Idahoensis'</i>		√			Showy flowers
Goldenrain Tree	<i>Koelreuteria paniculata</i>		√			Laterns interesting
Russian Olive	<i>Elaeagnus angustifolia</i>		√			Grey green foliage
Western Catalpa	<i>Catalpa speciosa</i>					
White Oak	<i>Quercus alba</i>					Large shade tree



Table A-1 (Cont.)  
**RECOMMENDED PLANTS**

**Special Uses**

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
Bur Oak	<i>Quercus macrocarpa</i>					
Black Locust	<i>Robinia pseudoacacia</i>		√			
Blue Ash	<i>Fraxinus quadrangulata</i>	√	√			
Columnar English Oak	<i>Quercus robur</i> 'Columnaris'					Dark green leaves
<b>Evergreen Trees</b>						
Jeffrey Pine	<i>Pinus jeffreyi</i>	√	√			Sierra native
Ponderosa Pine	<i>Pinus ponderosa</i>	√	√			
Lodgepole Pine	<i>Pinus contorta</i>	√	√			
Rocky Mountain Juniper	<i>Juniperus scopulorum</i>	√	√			Interesting berries
Arizona Cypress	<i>Cupressus arizonica</i>	√	√			
Austrian Black Pine	<i>Pinus nigra</i>					Fast growth
Piñon Pine	<i>Pinus edulis</i>	√	√			
Rocky Mountain Junipers	<i>Juniperus scopulorum</i>	√	√			
Scotch Pine	<i>Pinus sylvestris</i>	√	√			
Singleleaf Piñon Pine	<i>Pinus monophylla</i>	√	√			Nevada state tree
White Fir	<i>Abies concolor</i>	√				Sierra native
Incense Cedar	<i>Calocedrus decurrens</i>	√				Sierra native
Colorado Blue Spruce	<i>Picea pungens glauca</i>	√				Blue color
<b>Ground Covers</b>						
Bearberry	<i>Arctostaphylos uva-ursi</i>	√	√	√	√	Makes a green carpet
Lavendar Cotton	<i>Santolina chamaecyparissus</i>	√	√			Showy flowers
Winter Creeper	<i>Euonymus fortunei</i>					
Snow in Summer	<i>Cerastium tomentosum</i>	√	√		√	Invasive
Periwinkle	<i>Vinca major</i>				√	Invasive
Brooms	<i>Genista spp.</i>	√	√		√	

Table A-1 (Cont.)  
**RECOMMENDED PLANTS**

**Special Use**

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
Hall's Japanese Honeyeuckle	Lonicera japonica 'Halliana'				√	Fragrant flowers
Potentilla	Potentilla verna					
Virginia Creeper	Parthenocissus quinquefolia				√	Good fall color Invasive
Wolly Yarrow	Achillea tomentosa		√			
<b>Grasses and Erosion Control</b>						
Fairway Crested Wheatgrass	Agropyron cristatum				√	
Siberian Wheatgrass	Agropyron sibericum				√	
Western Wheatgrass	Agropyron smithii				√	
Thickspike Wheatgrass	Agropyron dasystachyum				√	
'Covar' Sheep Fescue	Festuca ovina 'Covar'				√	
Tall Wheatgrass	Agropyron elongatum				√	
Indian Ricegrass	Aryzopsis hymenoides				√	
Sand Dropseed	Sporobolus cryptandrus				√	
Alkali Sacaton	Sporobolus airoides				√	

Table A-2  
**RECOMMENDED PLANTS FOR LANDSCAPED GREEN BELTS**  
 IN THE 30'-100' FIRE BREAK TRANSITION ZONE

Species	Drought Tolerance	Erosion Control (30-60° Slope)	Growth Height	Mature Height (Inches)	Scale of Use
<i>Achillea tomentosa</i> Wooly Yarrow	Fair		Very Spreading	to 12	Small
<i>Atriplex gardneri</i> Gardner's Saltbush	Excellent	++	Semi Upright	12-18	Medium
<i>Atriplex semibaccata</i> Creeping Australian Saltbush	Excellent	++	Semi Upright	to 12	Large
<i>Cerastium tomentosum</i> Snow in Summer	Good		Spreading	4-6	Medium
<i>Euonymus fortunei</i> var. <i>radicans</i> Common Winter Creeper	Fair-Good	+	Very Spreading	18-24	Medium
<i>Potentilla verna</i> Spring Cinquefoil	Good	+	Spreading	3-6	Medium
<i>Santolina virens</i> Green Lavender Cotton	Excellent	++	Upright	18-24	Large
<i>Santolina chamaecyparissus</i> Lavender Cotton	Excellent	++	Upright	18-24	Large
<i>Vinca major</i> Periwinkle	Good	++	Very Spreading	18-24	Large
<i>Arctostaphylos uva-ursi</i> Bearberry	Excellent	++	Spreading	to 12	Large
<i>Hedera helix</i> English Ivy	Poor	++	Very Spreading	to 12	Large
<i>Hypericum calycinum</i> Aaron's Beard	Good	++	Upright	12-15	Medium - Large
<i>Ceanothus prostratus</i> Squaw Carpet	Excellent	++	Spreading	2-6	Medium

Footnotes for Table A-2

**Drought Tolerance:** Excellent - Little supplemental water needed during the dry season  
Very Good - Occasional watering needed 2-4 times during the dry season.  
Good - Requires moderate water (about once a month during dry season)  
Fair - Requires watering every 2-3 weeks.  
Poor - Needs frequent watering (every week to 10 days or more)

The above applies to established plants. Newly planted areas will require substantially more water.

**Erosion Control:** Each species is evaluated as to whether it is good (++) , fair (+) , or not recommended for steeper slopes (30-60°).

**Growth Habit:** Very Spreading - Trailing stems or creeping along the ground.  
Spreading - Stems grow horizontally for short distances.  
Semi Upright - Plants grow more or less vertically and forming clumps.  
Upright - Plants distinctly vertical with little lateral spreading.

**Scale of Use:** Small - Best suited as a small-scale ground cover (limit use to a few hundred square feet)  
Medium - Good ground cover for medium sized areas.  
Large - Large area ground cover

DRAFT

# *Southwest Pointe*

DRAFT  
DEVELOPMENT STANDARDS HANDBOOK

FILE COPY

DA9-1-93

April 25, 1996

SUBMITTED TO DRC

# Excerpt from Article 814

- (2) The phases, if any, in which the land subject to the development agreement will be built and the approximate dates for the completion of each phase.
- (g) Development Standards Handbook. A development standards handbook that provides development standards for the following:
- (1) Architectural style; Chapter IV
  - (2) Energy supply and conservation; Chapters III & IV
  - (3) Land grading, erosion and flood<sup>NA</sup> control; Chapter III
  - (4) Natural hazards; Chapter III (faults), Chapter V (fire)
  - (5) Fire protection, security services and medical services; Chapter VI
  - (6) Housing supply; Chapter I
  - (7) Water supply, treatment, storage, conservation and reuse; Chapters V & VI
  - (8) Wastewater treatment; Chapter VI
  - (9) Maintenance and enhancement of air quality; Chapter III (dust control)
  - (10) Wildlife and fisheries preservation; Chapter VII
  - (11) Historic, cultural and archaeological resources preservation; Chapter VII
  - (12) Recreational amenities; Chapter VI (Private), Chapter II (trails)
  - (13) Open space provision and maintenance;  
Open Space Management Plan
  - (14) Financial assurances for the development of the property and provision of services; Chapter VI and Chapter VIII
  - (15) Phasing of development; Chapter I
  - (16) Procedures for the implementation of the development standards and amendment of the development standards handbook; Chapter VIII
  - (17) Documentation verifying the development agreement approval, including reductions of all maps/drawings approved by the Board of County Commissioners as part of the approval of the preliminary development agreement; and Chapter I
  - (18) Such other information which may be required by the Director of Development Review.
- (h) Other. Any optional contents included in the preliminary development agreement pursuant to this article, and any additional material required pursuant to any terms or conditions of approval of the preliminary development agreement.

**WASHOE COUNTY  
DEPARTMENT OF DEVELOPMENT REVIEW  
DESIGN REVIEW COMMITTEE APPLICATION  
SUPPLEMENTAL INFORMATION**

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(ALL REQUIRED INFORMATION MAY BE SEPARATELY ATTACHED)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific reference to the Design Review Committee may be found in Section 110.916.10. Design Review Committee approval is often required to ensure that a project will be compatible with surrounding properties or that appropriate buffering will be provided to mitigate any adverse effects. The condition of approval that required Design Review Committee action will state the items of concern that must be addressed in this application.

Project Name: Southwest Pointe

Case Number: DA9-1-93

Applicant Name: CFA, Inc. Attention: Brita Tryggvi

Mailing Address: CFA, Inc.

1150 Corporate Blvd.

Reno, NV

Zip: 89502

Phone(s): (702) 856-1150 FAX: (702) 856-1160

Parcel No.(s): 49-010-04, 49-010-10, and 49-030-12

\_\_\_\_\_

\_\_\_\_\_

Project Address: Southwest Truckee Meadows

Zip: \_\_\_\_\_

# *Southwest Pointe*

## **DRAFT DEVELOPMENT STANDARDS HANDBOOK**

**Prepared for:  
Southwest Pointe Partners**

**Prepared by:  
CFA, Inc.  
In association with:  
Lundahl & Associates  
Robert M. Sader, Ltd.  
Kautz Environmental Consultants, Inc.**

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# I. INTRODUCTION

## Purpose

This Handbook presents design guidelines and standards that will apply to the community at Southwest Pointe. This booklet serves several purposes. First, it will help prospective architects, designers, builders, and owners create residences and improvements that will fit within a defined architectural character. Second, the Handbook is intended to fulfill the requirements of Article 814, Development Agreements, of the Washoe County Development Code. Specifically, Section 110.814.75(g) of this article presents the topics that must be addressed in the Development Standards Handbook. And third, it is intended to provide the county and the residents in the Southwest Truckee Meadows with a feeling for the type of development being proposed.

This Handbook, along with additional provisions and "Residential Lot Declarations" that will be set forth in the Southwest Pointe CC&Rs, form the basis for evaluation of all drawings and specifications for construction submitted to the Southwest Pointe Architectural and Landscape Control Committee (ALCC) for review and approval, including any additions and modifications. The CC&Rs may specify further guidelines or restriction to those provided in this Handbook. When not in conflict, this Handbook is not meant to duplicate or supersede the requirements of Washoe County. Plans for construction will need to be processed through Washoe County and appropriate public agencies as well as through the ALCC.

A preliminary development agreement for Southwest Pointe was approved by the Board of County Commissioners on February 8, 1994. Subsequent to that approval, the preliminary agreement was amended on three occasions. The first amendment, approved on September 27, 1994, granted an 18-month extension of time for preparing the final development agreement. The second amendment, approved on November 8, 1994, modified several of the original conditions so that grading of the first 18-hole golf course and installation of utilities could commence, prior to recording the final development agreement. The third

amendment, approved on \_\_\_\_\_, 1996, modified, deleted, updated, and reorganized the conditions of approval. Additionally, special use permits have been approved for the golf course and related facilities (SPW9-13-93) and water system (SPW9-10-93). Copies of the conditions of approval for all actions taken by the Board of County Commissioners and the Washoe County Planning Commission are included as Exhibits \_\_\_\_\_ through \_\_\_\_\_ in the Development Agreement. Additionally as required by Section 110.814.75(g) (17), a copy of the original Concept Plan is included with Exhibit \_\_\_\_\_.

### **Project Description**

**Setting** - Southwest Pointe is set in the context of a rugged mountain backdrop and sagebrush-covered slopes that are punctuated by Thomas and Dry Creeks. The 3,272-acre project is located on a prominent site overlooking the Truckee Meadows. The majority of the property has unobstructed views, and the project has been laid out to maximize these views. Both Thomas and Dry Creeks cross the property, and the site plan takes these two prominent features into account. There is some riparian vegetation along the creeks but a majority of the site is covered with moderate to dense stands of bitterbrush and sagebrush and thinly scattered field grass and alfalfa.

As shown in Figure 1-1, the property is bounded by the Toiyabe National Forest to the west, Thomas Creek along the south, and the established neighborhoods of Thomas Creek Estates and Saddlehorn to the southeast and east. Elevations range from approximately 4,950 feet along the eastern portion of the site to 5,900 feet on the west. The property slopes in a southwest to northeast direction with slopes generally ranging from 5 to 15 percent. Moderately steep slopes, generally between 15 and 30 percent, are found at the northern end of the site.

**Site Plan** - The site plan for Southwest Pointe is based on a planning approach that analyzes the constraints and opportunities of the property to identify the most appropriate development areas. Site characteristics, including topography, geology, flora and fauna, drainage, view sheds, access points, and easements were mapped. In addition, surrounding land uses were also considered.

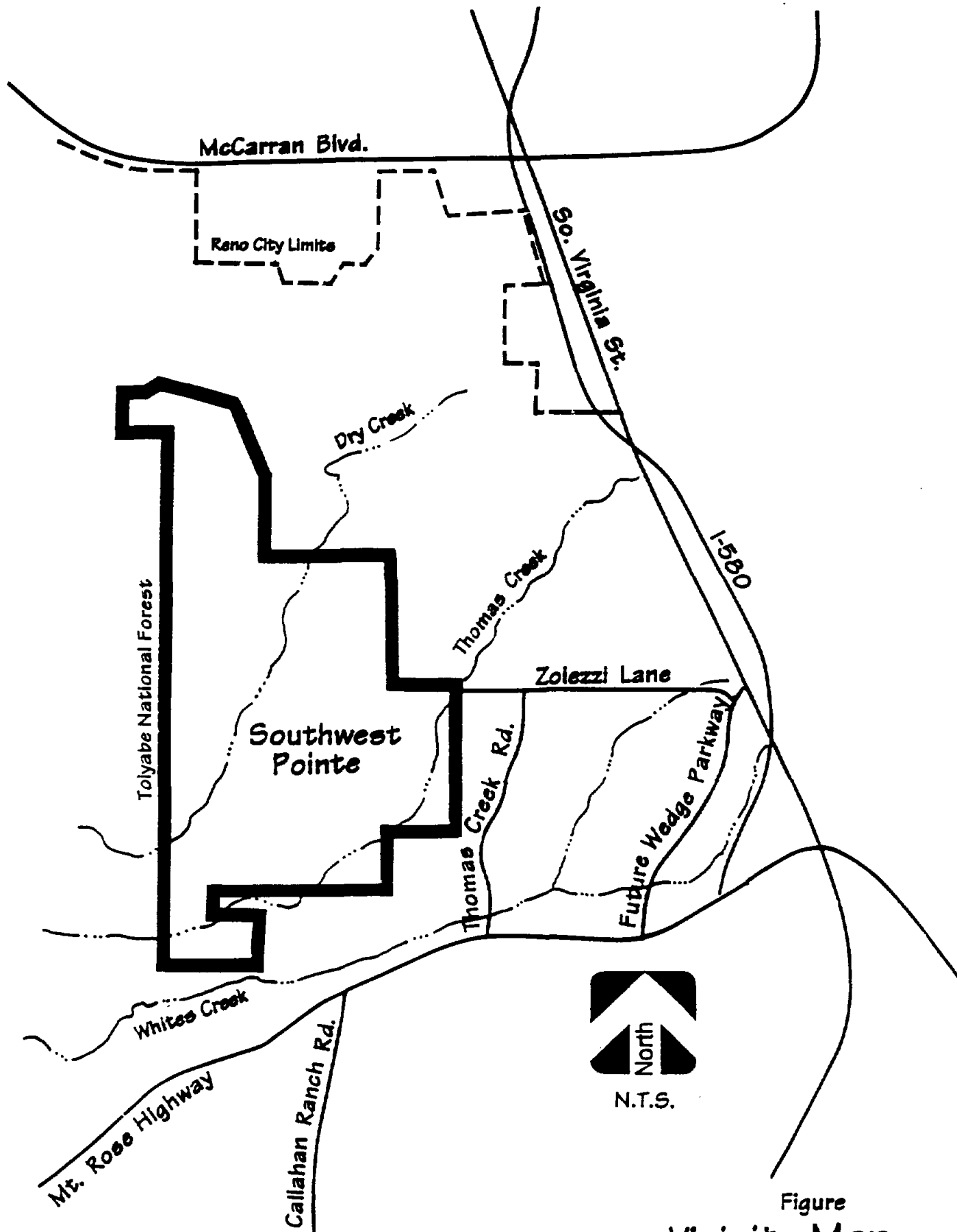


Figure  
Vicinity Map

The topography is steep and mountainous along the western boundary and in the "panhandle" to the north. Remaining portions of the site are characterized by gently and moderately sloping terrain with slopes ranging between 5 and 15 percent. These terrain features create panoramic views of downtown Reno and the Southeast Truckee Meadows from nearly every portion of the site.

A number of Holocene faults cross the property, generally running in a north-south direction. These faults define corridors within which development was planned. Holocene faults are defined as faults that show evidence of movement within the past 11,000 years.

Two drainages that form major geographical features traverse the property -- Thomas Creek along the southern and eastern edge and Dry Creek through the western and north central portions of the land. Some sections of the creeks are bordered by riparian wetlands and, therefore, setbacks for development are required. These riparian corridors are generally not visible from most of the site; however, these corridors are among the most scenic areas of the property.

The winter range for the Loyalton-Truckee deer herd covers the "panhandle" and the north portions of the site. Some residential and golf course development is proposed within the winter range; however, there is also a significant amount of acreage left as open space.

Blending the physical characteristics of the property with the allowable lot count of 1,090 single-family dwelling units and the development program, which calls for 36 holes of golf, the following design objectives were formulated and implemented in the site plan:

- Provide significant natural open space buffers around the periphery of the project to preserve the visual and physical environment of surrounding residents and to focus the views from within the property.
- Reserve the Thomas Creek and Dry Creek corridors and use creek edges, where feasible, for golf course fairways and for visual amenities from lots.

- Remain consistent with the intent of the Southwest Truckee Meadows Area Plan. Set aside a location for the civic uses proposed in the Area Plan -- schools, neighborhood park, regional trails, and a fire station.
- Create a major community entrance at Whites Creek Lane with signage, a gate house, and landscaping. Integrate the bridge structures across Thomas Creek with the community entrance features.
- Use the earthquake faults and associated building setbacks, wherever practical, as golf course fairways, road right-of-ways, and open space.
- Establish a rural golf course community theme by using smaller paved road sections, by creating neighborhood enclaves, and by controlling development through comprehensive design standards.
- Develop a mix of lot sizes within the following parameters: 10-20 percent one acre and larger, 30-40 percent 1/2 acre and larger, and 40-50 percent with a minimum size of 12,000 square feet. All residential units are single-family dwellings; no other housing types are proposed. Primary lot orientation should be to the golf courses and/or the panoramic views.

As shown on the Site Plan on the following page, the land use pattern clusters residential neighborhoods within enclaves created by the golf course fairways. All edges of the proposed development reserve substantial areas of natural open space, ranging from the entire "panhandle" to a minimum of 200 feet to the nearest existing lot. Table 1-1 presents a break down of the proposed land uses.

Table 1-1  
**Land Use Summary**  
 (acres are approximate)

<u>Land Use</u>	<u>Acreage</u>	
Residential	860	(26%)
Golf Course/Roads/Common Area	823	(25%)
Civic Uses	62	(2%)
Village Center	27	(1%)
Open Space	<u>1500</u>	(46%)
<b>TOTAL</b>	<b>3,272</b>	<b>(100%)</b>

**Public Facilities** - Various civic uses are shown on the site plan. These include an elementary school, possible middle school, fire station, neighborhood park, and regional trails. The Washoe County School District will be responsible for construction of the elementary and middle schools. A special use permit has already been approved for the elementary school and construction will start in the late spring or summer of 1996. The School District hopes to have the elementary school open in September 1997.

Construction of the middle school is dependent on several factors. First, based on the Conditions of Approval (i.e., Condition #51), the site must be reserved for an off-stream stormwater detention facility for a certain length of time. If the detention facility is not constructed, the site will then be dedicated to the School District for a middle school. The second factor is that the voters of Washoe County must pass a bond issue in November 1996 for future school construction.

A one-acre site for a fire station is shown at the entrance to Southwest Pointe. The site will be dedicated prior to recordation of the first final map (i.e., Condition #92). Construction of the fire station will be the responsibility of the Nevada Division of Forestry (NDF); however, it is possible that the Truckee Meadows Fire Protection District will also be involved in the construction and operation of the station since the location could serve both NDF and Truckee Meadows.



Proposed Regional & Community Park

Connection to Regional  
Trail System

Dry Creek  
Trail

Open Space  
Buffer

Recreation  
Center

Connection to  
Military Park  
Plaza Trail

Open Space  
Buffer

Open  
Space  
Trail

Elaborate Access  
Connection to  
Tolsted Lane

Connection to  
Regional Trail  
System

Through Creek  
Traverse

Potential  
Future  
Middle  
School

Community  
Park

Open Space  
Buffer

Open Space  
Trail

66

66

Connection to  
Military Park  
Plaza Trail



N.T.S.

SITE PLAN



The neighborhood park and the regional, public trail system are discussed in detail in the Open Space Management Plan, which was prepared to comply with the Conditions of Approval (i.e., Conditions #93 through #96). According to the Management Plan, the Washoe County Department of Parks and Recreation will be responsible for constructing and maintaining the regional trails. The neighborhood park will be dedicated to Washoe County after the improvements have been completed. Southwest Pointe Partners or its successor will be reimbursed for the cost of the improvements and for the fair market value of the land from fees collected in Southwest Pointe from the Residential Construction Tax.

### Development Phasing

The approximate date for the start of construction for the first phase shall be on or before October 1, 1996. The first phase of the project shall be constructed of the first 18 holes of the golf course. All phases after the first phase for subdivision improvements shall be constructed within the time frames allowed pursuant to tentative maps and final maps for the project. Nonresidential development shall be constructed pursuant to special use permits, when applicable, under the time frame provided therein. Other phasing requirements shall be as provided in the Conditions of Approval.

## II. COMMUNITY DESIGN GUIDELINES

### Community Design Character

Southwest Pointe is located in the uplands area of the Truckee Meadows between the high desert valley floor and the mountain range of the Sierra Nevadas. This area has low vegetation generally of sagebrush and native shrubs.

The Southwest Pointe Community Design Character is intended to be organic to and respectful of the existing natural and regional environment. The existing environment is to be maintained by minimizing grading and earthwork and working with the land's terrain in locating roads and other improvements.

Due to the inherent visibility of the site and its natural features, the prescribed architectural and structural character is intended to blend into the natural environment and to enhance the nature of that environment by adding forms, features, texture, colors, and plants that are similar to those on site.

### Community Components

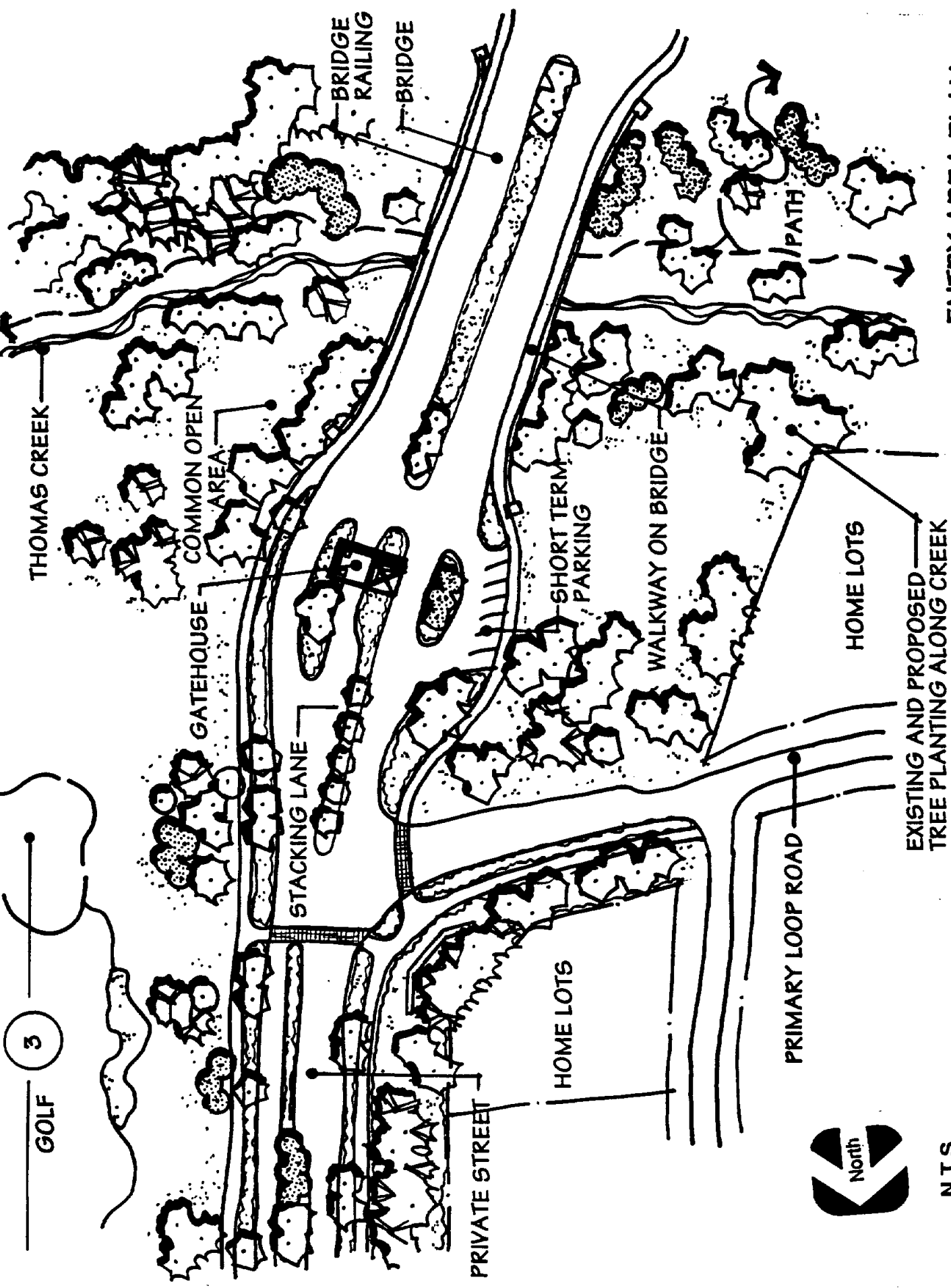
Entry & Gate House - The main project entry from Whites Creek Lane will feature one-way streets with a wide landscaped median between for safety and visual appeal. (Refer to Figure 2-1.) The entry is the visual gateway to the subdivision and the first impression to residents and guests. In that regard, the community character begins here with a strong visual impression.

The entry landscape for the first one quarter mile upon entering the project is a dense, natural forest setting, consisting of predominately native conifers, with a native woodland understory that provides fall color. The intent is to introduce a strong landscape theme consistent with the regional character, while enclosing views from the road. The landscape enclosure will soften the adjacent 3:1 embankments on the sides of the road and effectively screen the elementary school parking lot.



GOLF

3



ENTRY AREA PLAN

EXISTING AND PROPOSED TREE PLANTING ALONG CREEK



N.T.S.

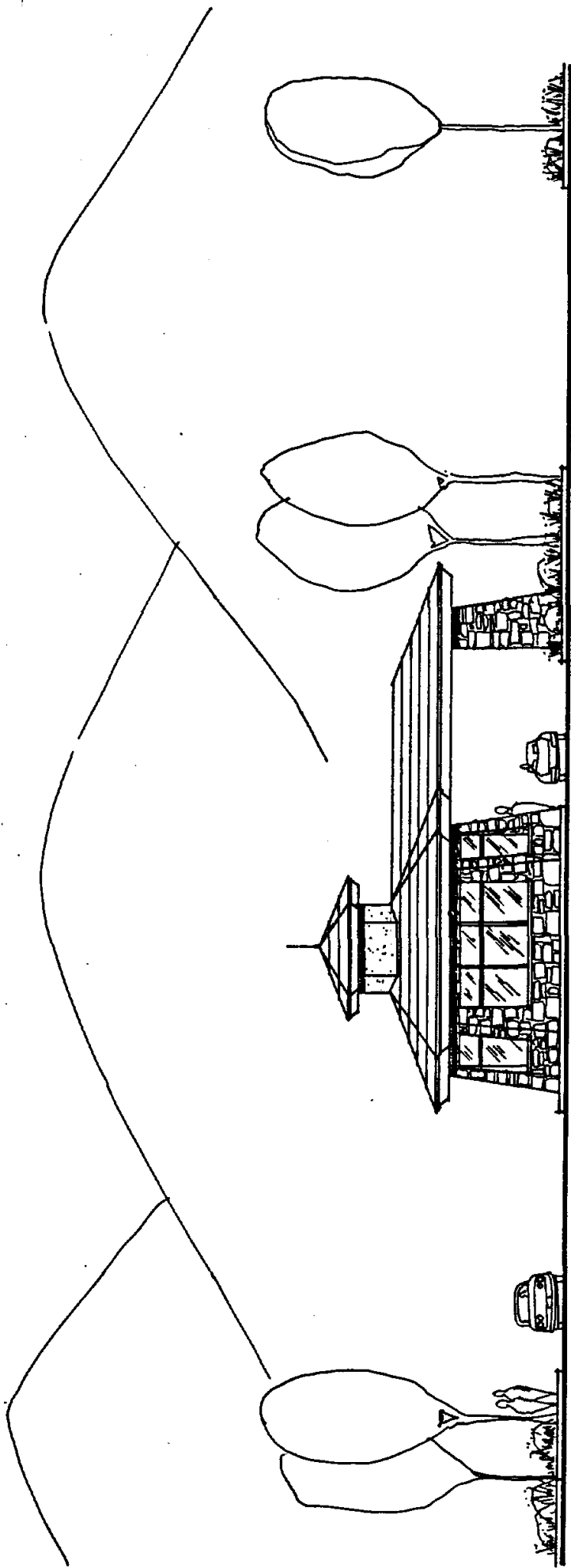
The views, at first enclosed, will then dramatically open up at the approach to the bridge and gate house situated at the Thomas Creek crossing, with elevated vistas over fairways and the creek setting. Traveling into the entry area, the motorist approaches the gate house. The gate house will provide controlled access to the community and will direct visitors within Southwest Pointe.

The gate house has forms and materials resembling those on site and historic to the region. (Refer to Figure 2-2.) Portions of the building's facade are native stone, which establishes natural imagery. Beyond the entry building are entry gates with stone monuments and a vehicle turn-around. Once the traveler passes the entry, the vistas open, highlighting the project's open space, streetscape, golf course, and neighborhood entrances.

**Neighborhood Entries** - Landscaping, monumentation, and lighting will be used at neighborhood entries in a manner that creates a consistent theme throughout the project. A hierarchy of entries will be created. The treatment depicted in Figure 2-2 will be used at key entry locations along the main loop road. It features a combination of evergreen and deciduous trees with an understory of shrubs. Annuals and perennials will be planted for seasonal color. The entry also includes a retaining wall of native stone within which the neighborhood identification sign or clubhouse sign could be incorporated. Each minor neighborhood entry will be identified with signage, landscaping, and lighting that is consistent with the theme depicted in Figure 2-3.

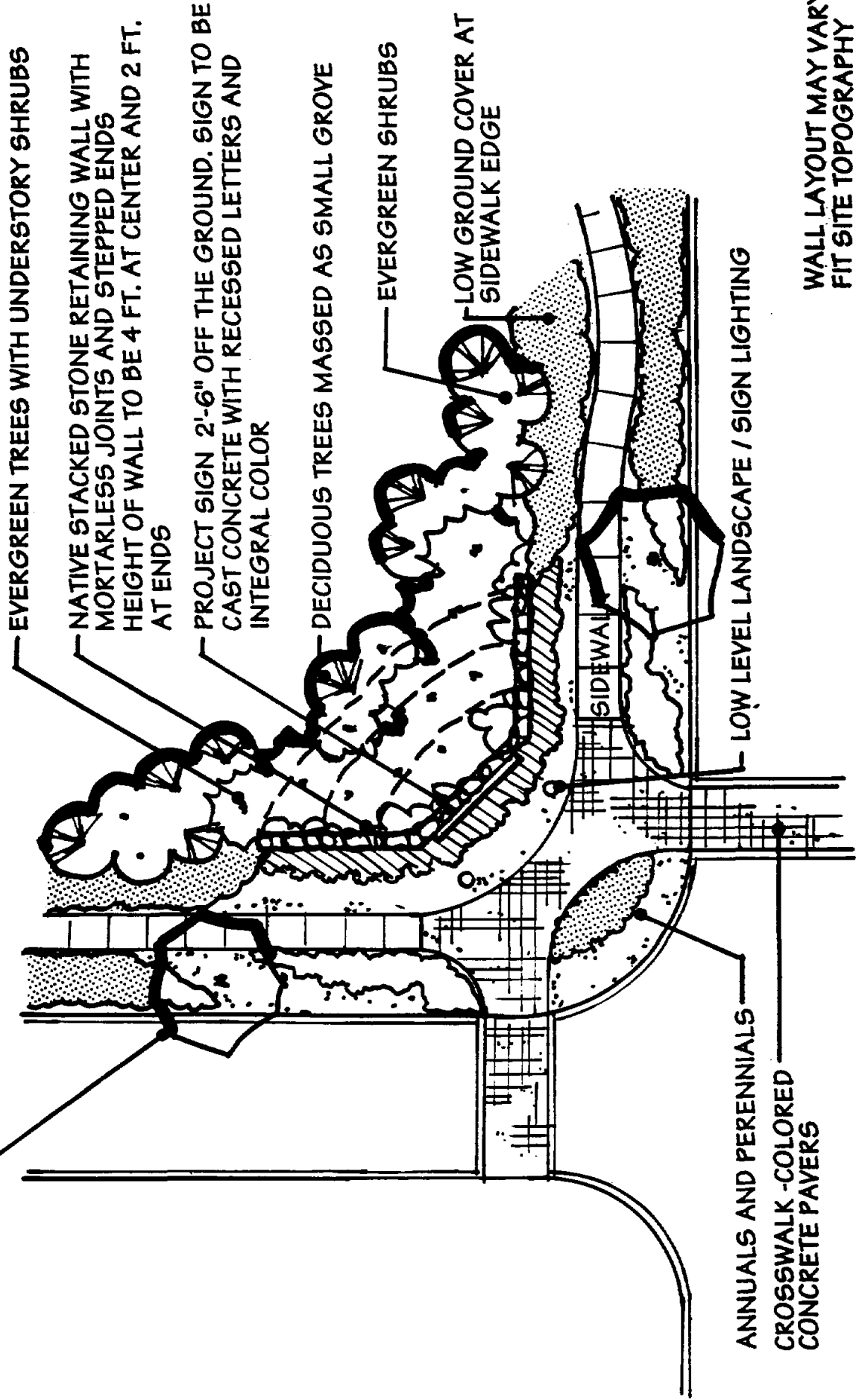
**Bridges** - Bridge structures will be constructed to span the creeks and drainage ways to minimize grading and site disturbance. The structures may have stone elements at each end with painted decorative metal guard railings to blend in with community standards. (Refer to Figure 2-4.) Native stacked stone may be used to stabilize creek banks at each end of the bridge structure.

**Fences and Walls** - There will be two types of community fencing in Southwest Pointe. (Refer to Figures 2-5 and 2-6.) The first will be a low decorative, split rail design either with or without native stone pilasters. This fencing type will be a maximum of 3 feet high with an 8" x 8" post. In more prominent locations (e.g.,



ENTRY BUILDING

NEIGHBORHOOD STREET  
TREES



EVERGREEN TREES WITH UNDERSTORY SHRUBS

NATIVE STACKED STONE RETAINING WALL WITH MORTARLESS JOINTS AND STEPPED ENDS. HEIGHT OF WALL TO BE 4 FT. AT CENTER AND 2 FT. AT ENDS

PROJECT SIGN 2'-6" OFF THE GROUND. SIGN TO BE CAST CONCRETE WITH RECESSED LETTERS AND INTEGRAL COLOR

DECIDUOUS TREES MASSSED AS SMALL GROVE

EVERGREEN SHRUBS

LOW GROUND COVER AT SIDEWALK EDGE

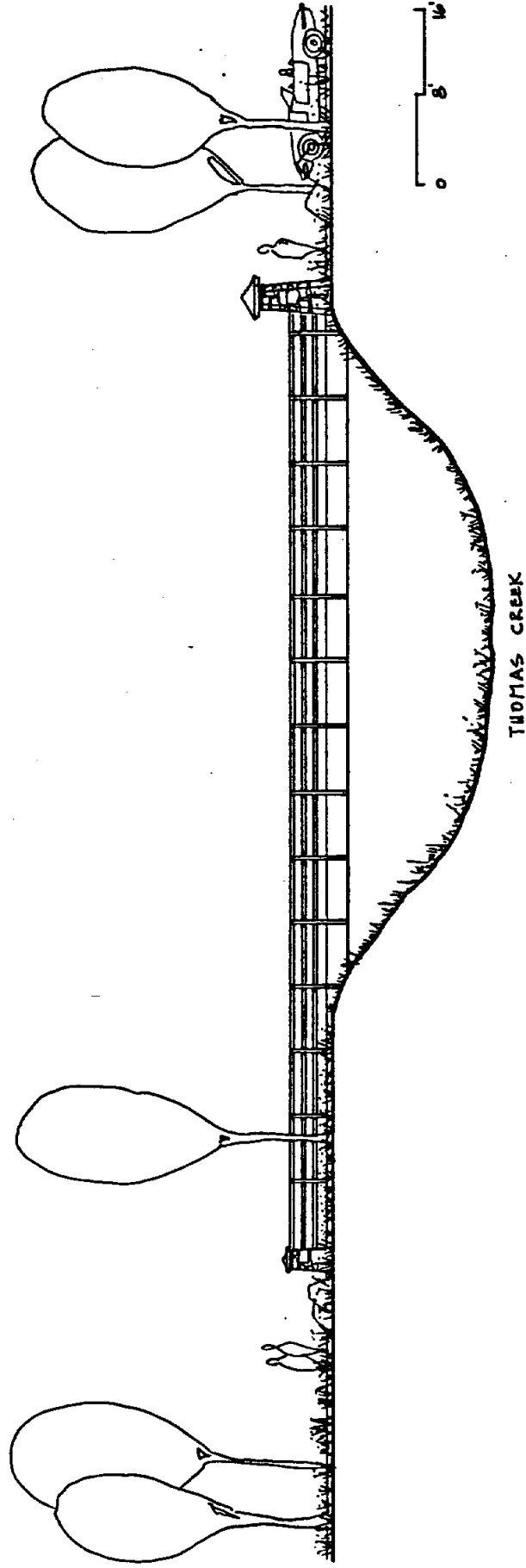
SIDEWALK

LOW LEVEL LANDSCAPE / SIGN LIGHTING

ANNUALS AND PERENNIALS  
CROSSWALK-COLORED  
CONCRETE PAVERS

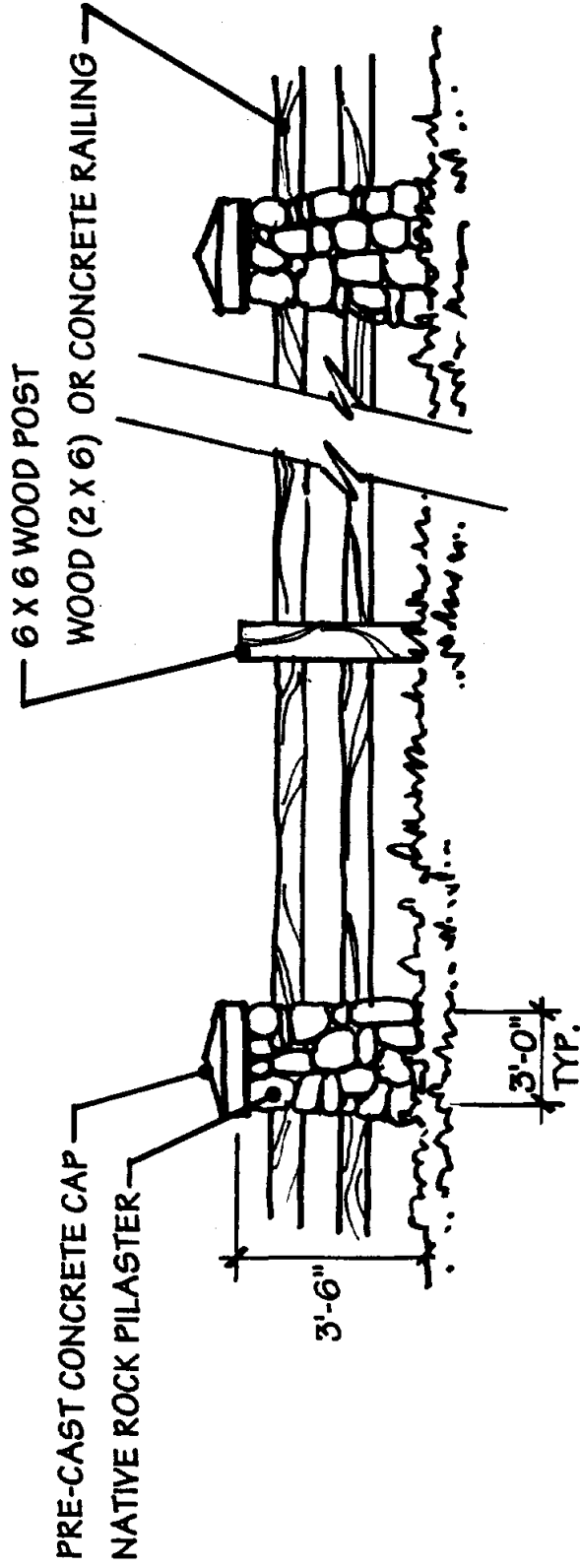
WALL LAYOUT MAY VARY TO  
FIT SITE TOPOGRAPHY

# NEIGHBORHOOD ENTRY PLAN

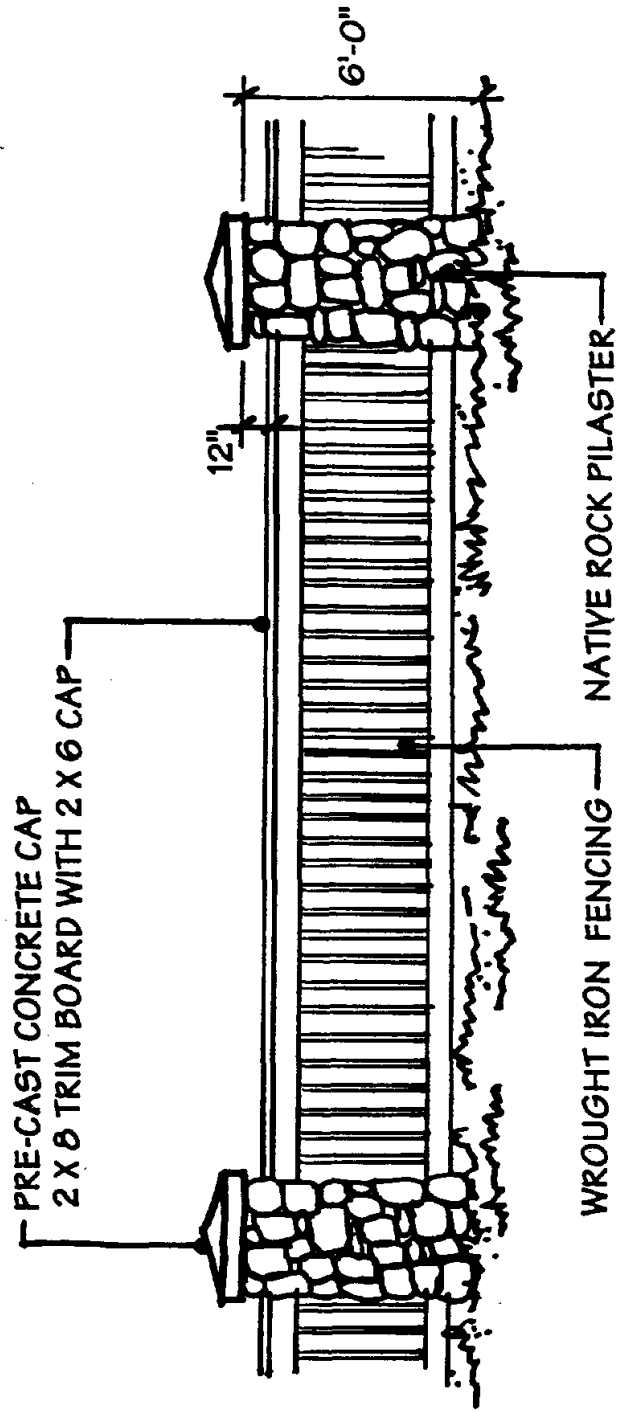


TYPICAL BRIDGE STRUCTURE





SPLIT RAIL FENCE AND PILASTER



SCREENING FENCE

near the entry to the golf and tennis club), native rock pilasters may be used. The fence will follow the ground plane for slopes up to 10 percent; above that the fence will be stepped. Fencing around golf holes will be split rail without pilasters.

The second is a higher metal or wood fence either with or without native stone pilasters which will provide a visual screen and will only be allowed in certain areas of the development. Use of these fences will be strictly controlled to preserve the open and rural community theme. The fence is a 5 to 6 feet tall with or without stone pilasters. Fencing is either metal ballasters or wood members. All exposed wood surfaces will be lightly stained or treated with preservatives for longevity and appeal.

Walls will be reminiscent of the types seen historically throughout the eastern Sierra, using indigenous rock as a key material. Intersections and key places may be highlighted with attractive stone walls. Street signs or neighborhood identification signs may be integrated into walls.

**Lighting** - Lighting may be provided with landscape uplights on vegetation and pedestrian-scale bollards. Where necessary, along roadways and at intersections, lighting levels should be no more than absolutely required to perform the task for which it is intended (e.g., ambiance, safety).

Lighting levels are important to the overall lighting concept. Lighting is necessary in certain areas. For circulation safety, for functional purposes, and for aesthetics, lighting is often a necessary element. The level of lighting must also be appropriate. In general, lighting levels should be no more than absolutely required to perform the various tasks for which it is intended.

Street lights are required at major intersections (Condition #35). Light standards may be selected from the different types that Sierra Pacific Power Company has available; however, the developer does have the option of selecting different fixtures. Lights may be used as low-level accents for intersection signage and associated landscaping. Uplights to trees around intersections will be flush mounted. Signs should be lit from the ground, backlit, or a combination. Light spillage onto adjacent properties is discouraged.

Around the golf, tennis and swim center, lights in parking lots may be mounted on 25-30 foot tall poles for pedestrian and vehicle safety. The style, color, and type of light will be coordinated with the intersection lights. Entry areas and walkways may be lit with landscape lights and bollards less than 48 inches in height. Tennis court lights will use cut-off style sports lights to limit light spill over onto adjacent property. The multi-purpose sports fields adjacent to the pool/tennis center will not be lit since lighted fields are available at the nearby South Valleys Sports Complex.

The entry at Thomas Creek and the bridge structure may be lit to a level that allows for safe driving and turning movements. The gatehouse will have overhead downlights for driver and license plate identification. Trees surrounding the entry will be uplit and some 'twinkle' style lights may be used.

Lighting within the neighborhood park will be minimal with a downlight below the shade shelter and an electrical receptacle provided. Field lighting is not desired because of the neighborhood function of the park and the close proximity to existing homes.

**Signs** - Community signing includes project entries, elementary school, neighborhood park, neighborhood entries, street signs, and signs around the golf and tennis club. The intent is to keep all signs along roadways low, at the eye level of the motorist. Community and neighborhood signs will be integrated with entry monoliths. The sign wall will have native exterior fascia. Sign lettering will be a metal attached to a smooth concrete backing or a cast concrete, mortared into place in the rock veneer.

Street signs for the roads and minor activity areas, such as sports fields, will be accomplished with metal or wood signs mounted on specially-designed posts, consistent with overall community design themes. Where possible, signs will be incorporated into low walls at entry points. Landscaping in front and to the sides of these signs will be kept low to avoid visual obstructions.

**Trails** - The proposed public trail system is consistent with the county's master plan for this park district. Figure 2-7 shows the trail system through the project. Regional public trails are proposed along Thomas Creek for access to the Mt.



Rose Crest Trail and around the northern portion of the project for access to the MacKay Fair Flume Trail and the U.S.F.S. parcel in Section 11. Both trails provide access to the Sierra Base Trail, which eventually ties into the Hunter Lake Trail. Portions of the Sierra Base Trail are located on U.S.F.S. property and other portions, especially near Dry Creek, are located on project property. It may be necessary to relocate portions of the existing trail because of golf course and residential development near Dry Creek.

Two trail types are proposed for the development -- private and public. Private trails connect residential units to the various project amenities such as the golf/tennis center, schools, neighborhood park, and open space. The trails also lead to the exterior public trail system and regional destinations well beyond the project boundary. In compliance with the Conditions of Approval (i.e., Condition #23), a schematic pedestrian circulation plan of the private trail system is shown in Figure 2-7.

Public trails connect existing residential neighborhoods to destinations such as Mt. Rose, Hunter Lake, and the MacKay Fair Flume Trail. These connections will ensure that public access to public lands to the west is not cut off. The trailhead at the neighborhood park allows for 25-car and 5-truck/trailer parking spaces. Some overnight parking will likely occur, especially for equestrian users whose destinations are sometimes many miles from the trailhead.

The private trails within the street rights-of-way are shown on the street sections in Figures 2-10 through 2-13. On the minor arterial, an 8-foot wide asphalt meandering path is proposed, with a transition to a 6-foot wide sidewalk beyond the entry gate. Both paths will follow the maximum proposed road gradient of 9 percent. The 8-foot width is intended to be multi-purpose -- bicycle, pedestrians, in-line skating, etc. A level dirt/gravel shoulder width of 2 feet will be provided for emergency pull-off. (Refer to Figure 2-8.)

Private trails outside of the street right-of-way consist of both primary and secondary types. Primary trails connect high use areas with residential units. A 4 to 6-foot wide asphalt trail is proposed, with a proposed sustained running slope of 5 percent. Rest areas will be provided every 1000 feet, consisting of a level pad outside of the path travel surface. Secondary trails connect residential

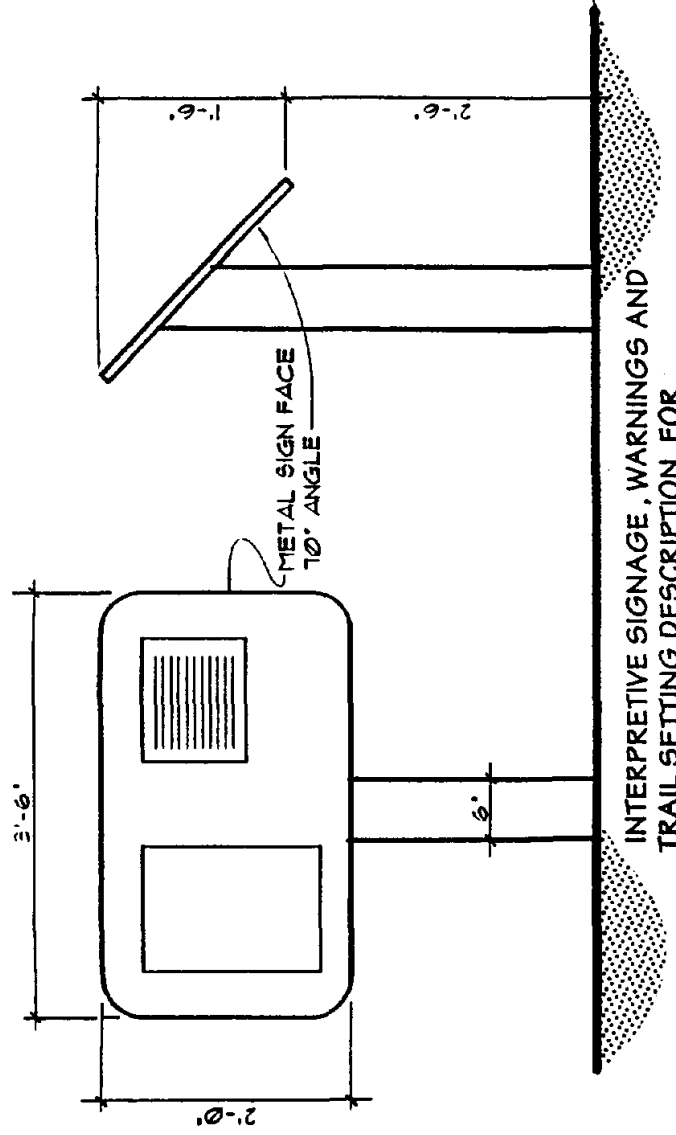
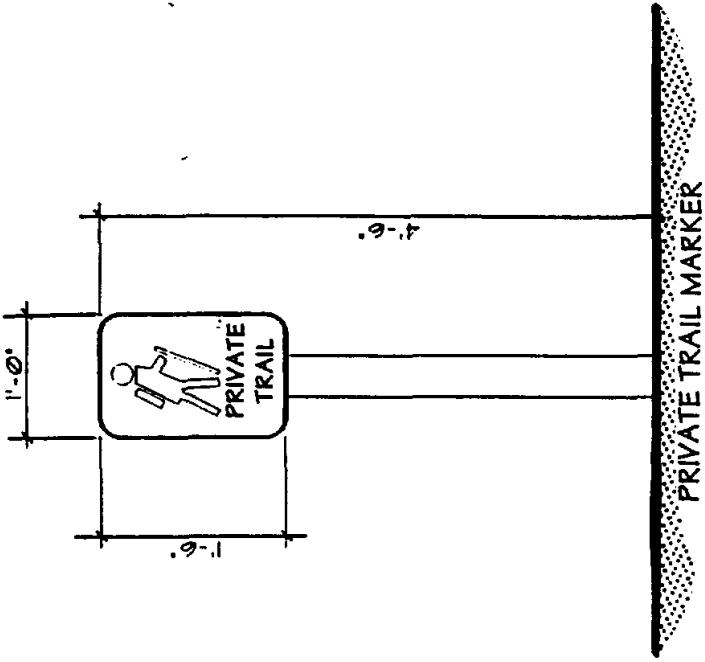
areas together and also extend to the public regional trail system. A 4 to 6-foot wide packed gravel or decomposed granite trail is proposed, with a sustained running slope of 5 percent and rest areas every 1000 feet maximum. Maximum grades in outlying areas will be held below 10 percent wherever practicable.

Public trails will be constructed and maintained by Washoe County. The developer is not responsible for public trails. Specifications for public trails may be varied by Washoe County. Based on current County standards, the following guidelines apply: wherever practicable, minimum trail width will be 36 inches clear. Grade is proposed to be a maximum of 10 percent for safety and to minimize erosion potential. Some level changes will be required in the Thomas Creek drainage and steeper slopes in the northwest corner of the site. Trail surfacing will probably be compacted dirt, with some small wooden creek/swale crossings as required. Pull-outs for horse-bicycle encounters will be provided along the way, especially where trail site distance is minimal. Vertical height clearance on the site is not a problem due to lack of trees everywhere but along portions of Thomas Creek.

Trail Signs - Figure 2-9 shows proposed signs for the public trail system. Signs will be located at trail heads and at other public access points. They are intended to help people determine if the primitive trail is within their level of ability. A regional map will also be displayed, along with warnings for snakes and drinking untreated water. At public/private trail crossings a small sign denoting the private trail will be installed. Public trail signs shall be constructed and maintained by Washoe County.

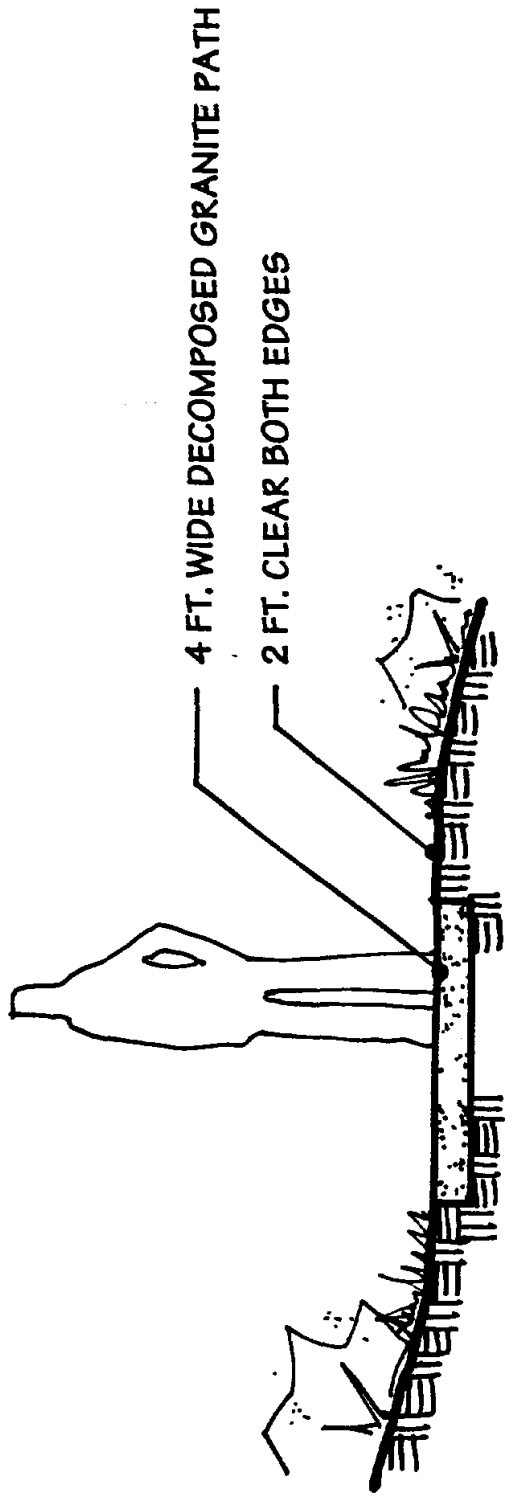
### Street and Median Guidelines

The roadway sections proposed for Southwest Pointe are shown in Figures 2-10 through 2-13. The street sections vary from a divided minor arterial at the entrance to small lightly traveled rural streets. The developer is responsible for construction of the public minor arterial to the project entrance where it becomes a private road. Washoe County is responsible for maintenance of the public roadway. Past that point, all roads are private and the developer is responsible for construction and maintenance until that responsibility is transferred to the Homeowners' Association. The developer is also responsible for installation and

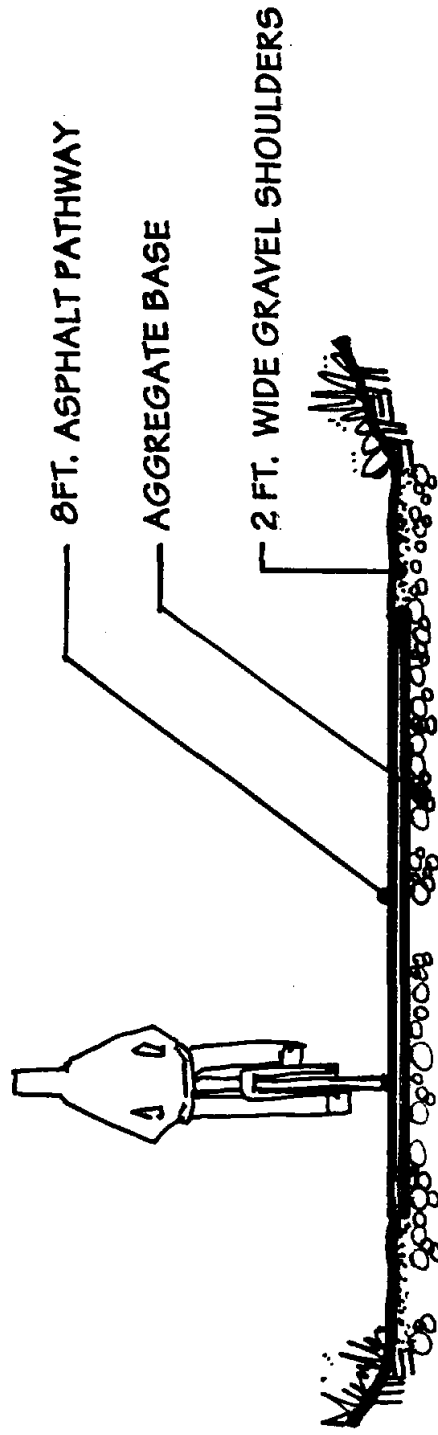


TRAIL SIGNAGE

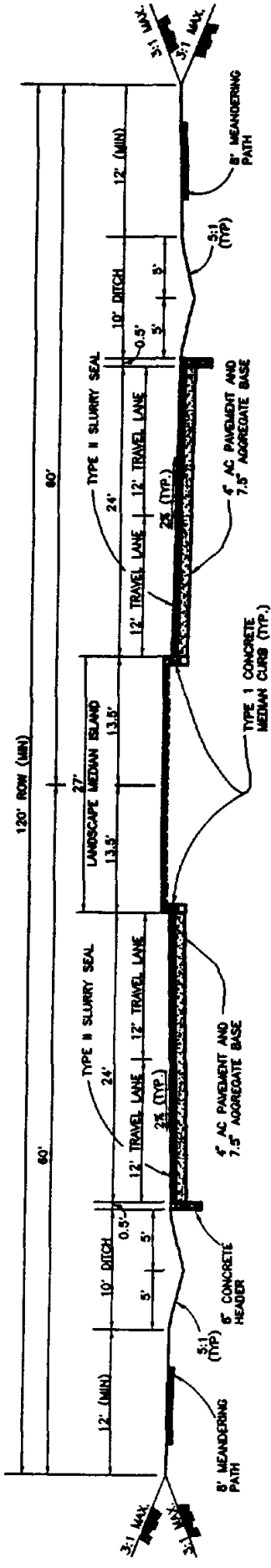




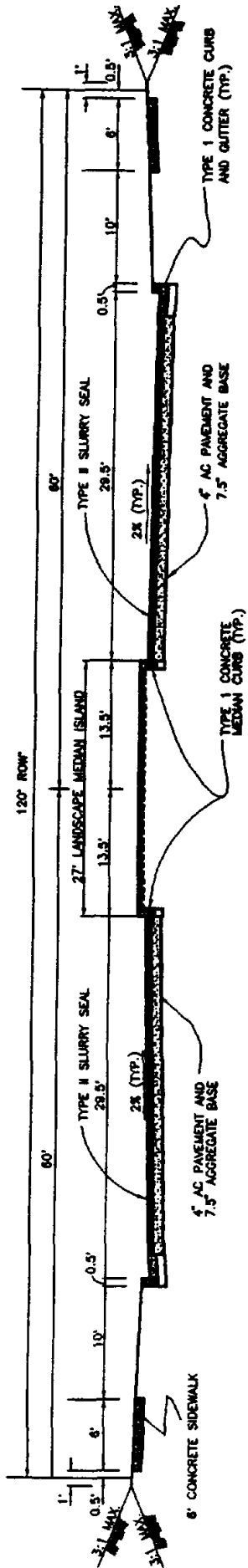
WALKING / JOGGING PATH



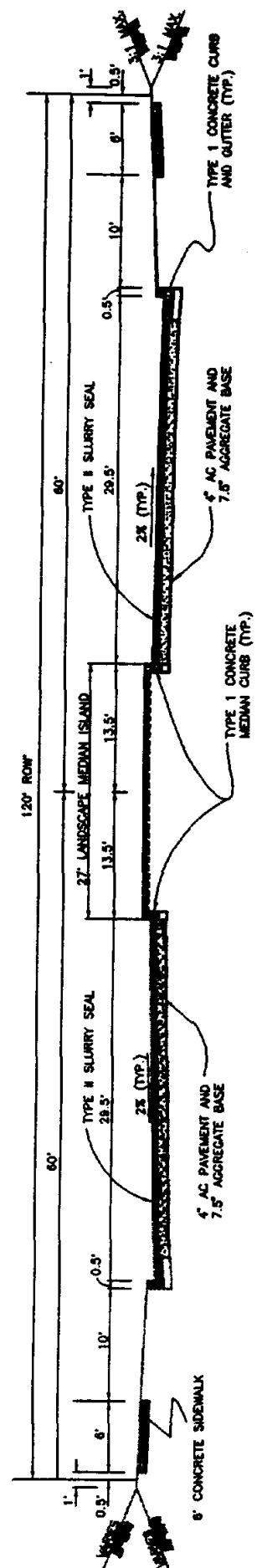
MULTI-PURPOSE PATH



**(E) 120' ROW (MINOR ARTERIAL, PRIVATE, ADT = 10,800 MAX.)**

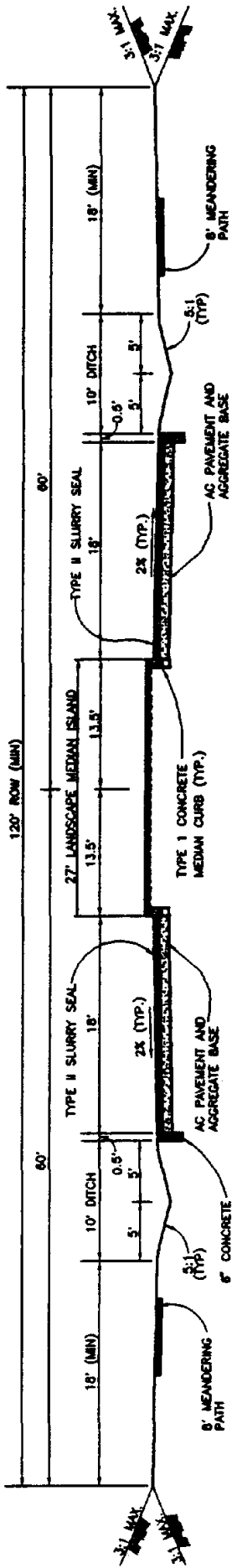


**(F) 120' ROW (MINOR ARTERIAL, PUBLIC, ADT = 10,800 MAX.) FULL STREET IMPROVEMENTS**

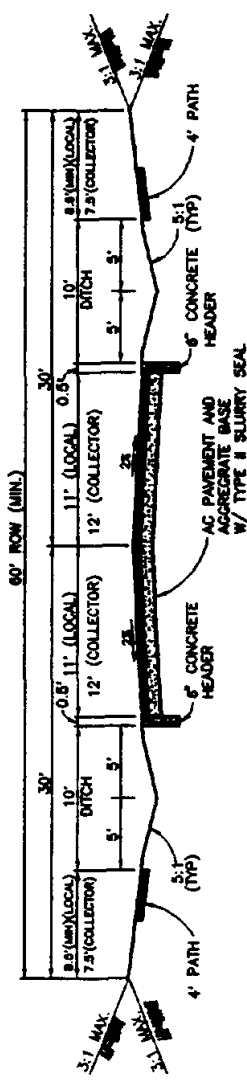


**(G) 120' ROW (MINOR ARTERIAL, PUBLIC, ADT = 10,800 MAX.) HALF STREET IMPROVEMENTS**

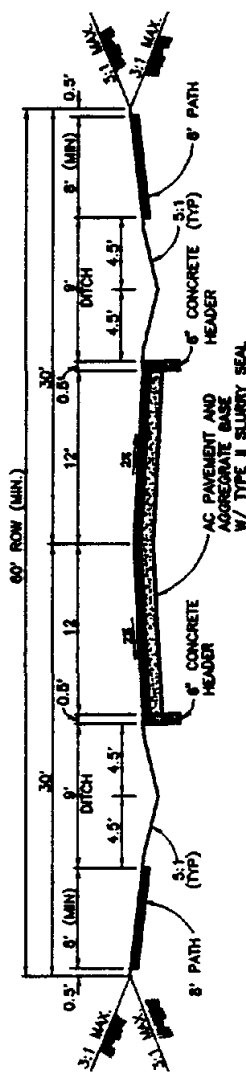
**MINOR ARTERIALS**



**D** **TYPICAL SECTION**  
**120' ROW (COLLECTOR, PRIVATE, ADT = 9,600 MAX.)**

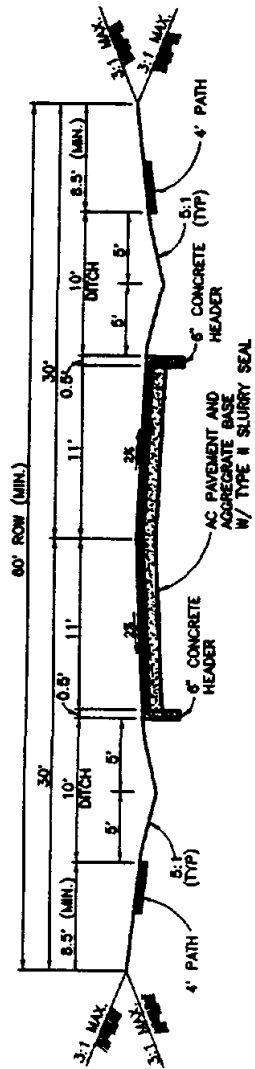


**B** **TYPICAL SECTION**  
**60' ROW (LOCAL, PRIVATE, ADT = 200 TO 500)**  
**60' ROW (COLLECTOR, PRIVATE, ADT = 500 TO 2,000)**



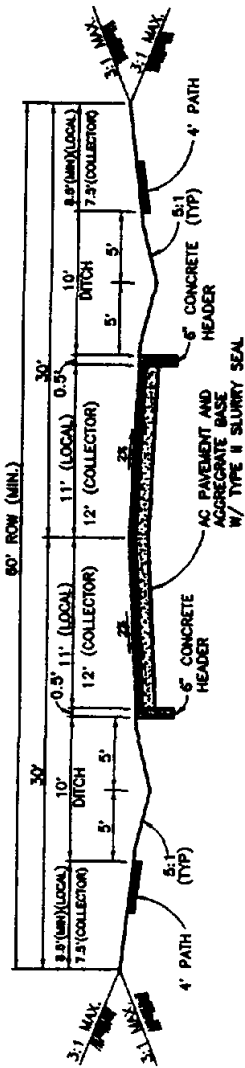
**C** **TYPICAL SECTION**  
**60' ROW (COLLECTOR, PRIVATE, ADT = 2,000 TO 8,000)**

# COLLECTOR STREETS



**TYPICAL SECTION**

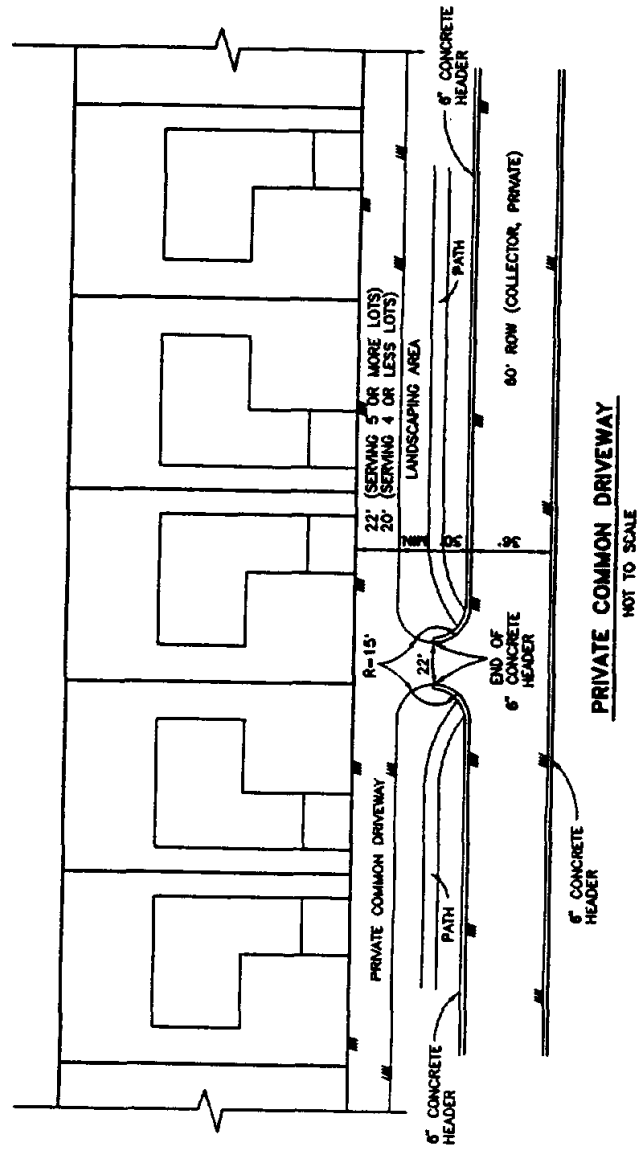
60' ROW (LOCAL, PRIVATE, ADT = 200 MAX.)



**TYPICAL SECTION**

60' ROW (LOCAL, PRIVATE, ADT = 200 TO 500)  
60' ROW (COLLECTOR, PRIVATE, ADT = 500 TO 2,000)





# COMMON DRIVEWAYS

maintenance of all median landscaping and all landscaping along the edge of the minor arterial and collector streets. Maintenance of the landscaping and irrigation systems will initially be the responsibility of Southwest Pointe Partners or its successor until that responsibility is transferred to the Homeowners' Association. The Lot Developer or individual homeowner will be responsible for the installation, irrigation, and maintenance of all street right-of-way landscaping in front of individual lots fronting along private common driveways, rural streets, and local streets.

Roads will be constructed with a minimum 2 percent crown or cross section to maintain proper drainage. Maximum grade of landscaped areas within the street right-of-way will be 3 to 1. Vertical alignments of streets will be chosen to minimize cuts and fills. Pavement and base sections will be determined in accordance with the recommendations of the geotechnical engineer and Washoe County. All utilities will be placed underground.

**Minor Arterial (Public or Private)** - Whites Creek Lane from Thomas Creek Road to the bridge is a public road. From the bridge to the first intersection, Whites Creek Lane is classified as a private, minor arterial. The approved public and private street sections are shown in Figure 2-10. The private street will have an 120-foot minimum right-of-way with a 27-foot median, a 24 foot roadway section on either side of the median, and an 8-foot wide meandering asphalt path on both sides. A concrete header is proposed at the edge of pavement. No parking, except for emergencies, will be allowed.

Street trees will be planted between the meandering paths and street edge in an informal pattern of both deciduous and evergreen trees. Specimen-size trees will be used around the gate house. Near the project entry, a massing of evergreen trees on both sides of the street will focus views to the creek and slow down traffic as the street section transitions to a narrower pavement width. Median trees will be vertical and upright with no overhanging branches. Ground covers and shrubs will be kept low with an informal massing pattern to eventually cover most exposed ground. Flower and foliage color will be emphasized. Around intersection project signage, small irrigated lawn and annuals/wildflowers will be planted for a "high sierra" seasonal color.

From Thomas Creek Road to the project site, landscaping and irrigation will be installed by Southwest Pointe Partners or its successor. Landscaping along this section of roadway may consist mostly of shrubs, groundcovers, boulders, and only a few trees so that the residents of Saddlehorn do not have their views of Reno obscured.

**Collector Streets** - The street sections for collector streets are shown in Figure 2-11. From the first intersection to the golf and tennis club, a 120 foot right-of-way is shown. The roadside ditch serves a dual purpose -- snow storage and drainage. Residential driveway access will be allowed, but minimized. Landscaping along this section of roadway will continue the treatment used along the minor arterial.

Past the golf and tennis club, the road narrows to a 60-foot right-of-way with a 24-foot pavement width. (This street section is used in all locations where the average daily traffic ranges from 500 to 8000 ADT.) Either an 8-foot or a 4-foot path or gravel shoulder are shown on both sides, depending on the anticipated average daily traffic. Paths may not be constructed if alternate locations for pedestrian paths are shown on the Pedestrian Circulation Plan. Where necessary, a 12-foot, left-turn lane will be constructed at intersections. A concrete header with a roadside ditch is proposed. A minimum number of residential driveway access will be permitted. No parking, except for emergencies, will be permitted.

The landscaping within the right-of-way will continue to be informal with a combination of deciduous and evergreen trees massed in irregular patterns to simulate a natural forest pattern. Beyond the Swim and Tennis Club and Golf Club entrances, the landscape will transition to a more arid, "high desert" palette of shrubs and ground cover. Irrigation for plant material will be installed and maintained as a part of the common areas. In disturbed areas and along roadside ditches, erosion control grasses and wildflowers will be seeded to minimize erosion and provide seasonal color.

In neighborhoods with lots of 1/2 acre or less, the planting concept will consist of street trees planted in a regular pattern, to be selected from a list of approved tree species with heights under 25-30' at maturity in order to preserve off-site

views toward Reno. The intent is to provide summer shade and visual continuity within denser neighborhoods, but in such a way that the street tree pattern is not visibly intrusive because of the tree's height, form or seasonal color.

**Local Streets** - Local streets provide access within the individual neighborhoods. (Refer to the street sections in Figure 2-12.) A 60-foot right-of-way is shown, with a minimum pavement width of 22 feet, and a 4-foot wide path or gravel shoulder on both sides. Paths may not be constructed if alternate locations are shown on the Pedestrian Circulation Plan. A concrete header with a roadside ditch is proposed. No parking, except for emergencies, will be permitted. Landscaping and irrigation along local streets will be the responsibility of the Lot Developer or the individual homeowner. Landscaping must be reviewed and approved by the Architectural and Landscape Control Committee.

**Rural Streets** - Rural streets also provide access within individual neighborhoods. As shown in Figure 2-12, rural streets have a minimum 60-foot right-of-way, with a 22-foot pavement width. A concrete header with a roadside ditch is proposed for both snow storage and drainage. No parking, except for emergencies, will be permitted. Landscaping and irrigation along rural streets will be the responsibility of the Lot Developer or the individual homeowner. Landscaping must be reviewed and approved by the Architectural and Landscape Control Committee.

**Common Driveways** - Private, common driveways are used in a few locations where a small group of homes is proposed along collector streets. As shown in Figure 2-13, when a common driveway serves no more than 4 lots, the pavement width is 20 feet. When 5 or more lots are proposed, the pavement widens to 22 feet. No on street parking, except for emergencies, is permitted. Off street parking bays in common area will be constructed by the developer. To maintain consistency, landscaping in the area between the collector street and the common driveway will be the responsibility of the developer.



## Community Buildings

**Golf Clubhouse** - The Golf Clubhouse is intended to function as a recreation and social center for Southwest Pointe. The Clubhouse is located to maximize views of the two golf courses, Mt. Rose/Slide Mountain, the lights of the City of Reno plus the surrounding hills and valley below. The Clubhouse sits on an elevated plateau creating a strong visual impression as a community building. (Refer to Figure 2-14.)

The Golf Clubhouse will provide functional support to the public golf operation, including pro shop, bag storage, cart storage and dressing rooms. The building's basement will house the storage and service spaces, and the upper floor will house the different food and beverage spaces plus the pro shop. The dining spaces will be able to accommodate community functions plus special events, such as weddings or parties. The lower floor is mostly below grade as a basement to reduce the overall building height so the building does not dominate the site.

The exterior of the building has a native stone facade at the lower level so that the building appears to grow up from the ground and be visually connected to the site. Other building features, such as columns and chimneys at the upper floor, may also have native stone veneer. Other Clubhouse exterior materials include stucco-appearing walls with some wood trim for accent and metal roofing. The roofing color may be of a weathered copper patina, sage green or another natural landscape color to blend in with the natural environment. The stucco color is intended to be earthtone. Some exterior material color selections will be of other natural colors for subtle accents.

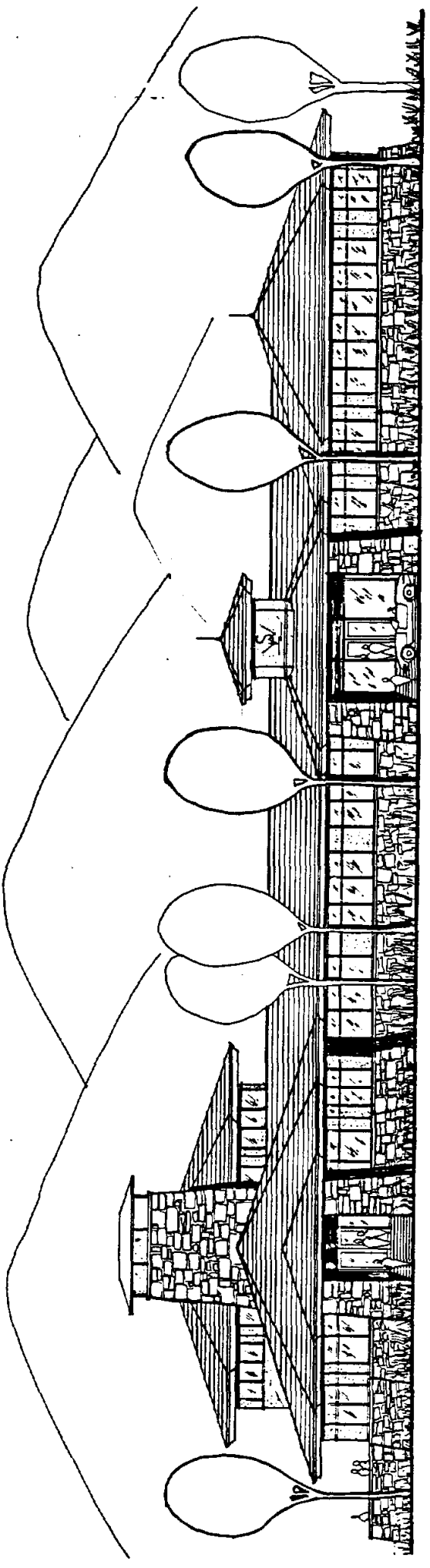
**Swim and Tennis Club** - The Swim and Tennis Club is intended to provide an additional recreation activity center within Southwest Pointe and will house different exercise spaces indoors plus outdoor tennis and swimming. (Refer to Figure 2-15.) Dressing facilities, snack bar, and administration activities will also be indoors.

The Swim and Tennis Club will be oriented around a town square courtyard opposite the driveway entrance to the Golf Clubhouse. Both driveway entrances will be visually enhanced with landscape medians and decorative streetscape

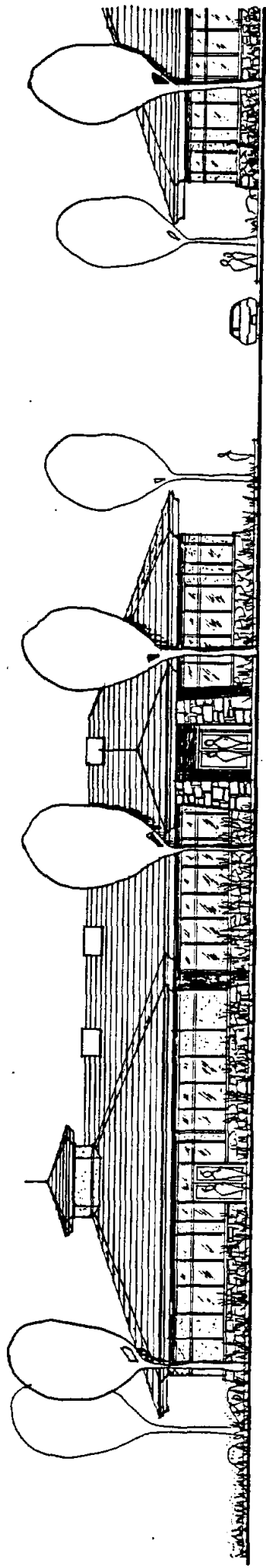
materials. The outdoor swimming area, as well as some of the tennis courts, will be lighted for evening use. The exterior design of the Swim and Tennis Club will be compatible to the Golf Clubhouse and other community buildings. (Refer to Figure 2-16.)

**Commercial Village** - A maximum 20,000 sq. ft. neighborhood retail and support services complex may be constructed adjacent to the Swim and Tennis Club around the town square. (Refer to Figure 2-15.) It is anticipated that retail uses may consist of a small market, video store; and services may include a beauty salon, travel agency, and real estate office. The one-story commercial building exterior will be of materials, forms, and colors that match the Swim and Tennis Club and are compatible with other community buildings.

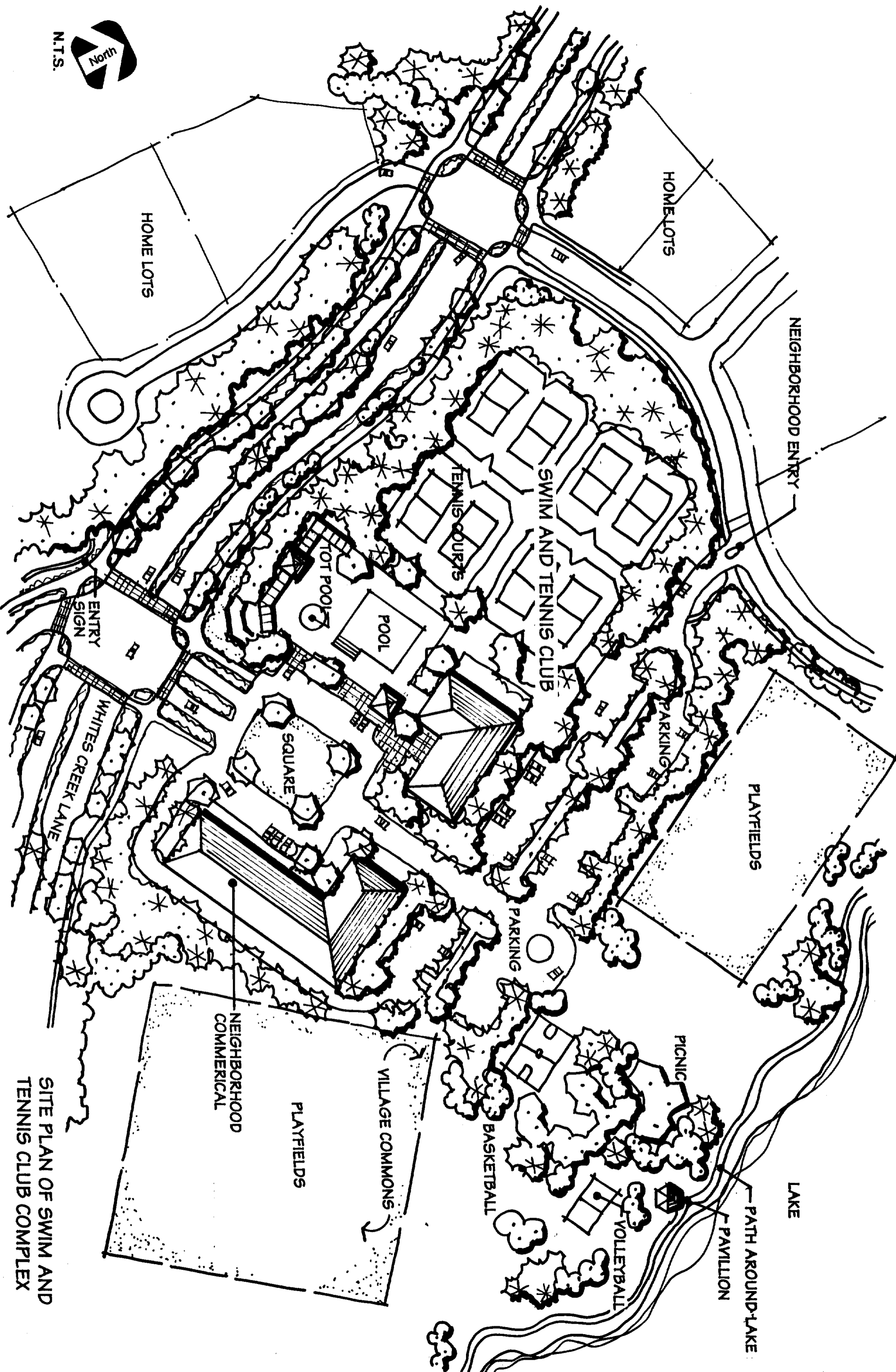
**Fire Station** - A site shall be set aside by the developer on which the Nevada Division of Forestry may construct and operate a two-bay fire station for regional fire protection. The fire station will be located before the entry, and is proposed to have building materials compatible to the other community buildings.



GOLF CLUBHOUSE



SWIM AND TENNIS CLUB



N.T.S.



SITE PLAN OF SWIM AND TENNIS CLUB COMPLEX

### III. SITE DEVELOPMENT GUIDELINES

The purpose of the site development guidelines is to present methods for integrating homes into the natural setting through sensitive design. These guidelines are intended to apply to individual residences; whereas, the guidelines presented in the previous chapter apply to community buildings and other features.

#### Building Setbacks

Each residential lot will have building setbacks that define where and how structures can be built. The underlying objective is to encourage articulated building forms, one- and two-story massing, unobstructed views, privacy, and varied setback on the street, golf course, and between residences.

The minimum setback and yard dimensions are described below:

<u>Lot Size</u>	<u>Front Yard</u>	<u>Side Yard</u>	<u>Back Yard</u>
1 acre +	30'	12'	30'
1/2 acre +	25'*	10'	20'
12,000 sq. ft.	20'	8'	20'

\* Reduced to 20' with side-entry garage.

Projections, such as chimneys, covered porches, decks, roof overhangs, canopies, eaves, or other similar architectural features may extend into a required side, front, or back yard setback not to exceed 2 feet. Some lots may have varying setbacks which relate to unusual property features and geometry and these will be specified by the Residential Lot Declarations.

Setbacks from potentially active fault traces have been recommended by the geotechnical engineers. The fault traces that were trenched and staked are judged to be fault traces having relatively high risk of ground rupture during an earthquake. Buildings for human occupancy should not be sited over these faults and a setback is recommended for each side of the fault. The setbacks for each surveyed fault are shown on the site plan and will be identified on tentative and final maps.

### Minimum Lot Width

All residential lots shall comply with the following minimum average width requirements: 1 acre and larger lot, 150 feet; 1/2 acre to under 1-acre lots, 100 feet; and 12,000 square foot lots, 80 feet.

### Grading, Drainage, and Erosion Control

The placement of the home, driveway, and other site elements should minimize disruption of the natural topography as much as possible. Where grading is required, the slopes should be gently rounded to blend into the natural contours of the ground. Site grading should also complement and reinforce the architectural and landscape character by screening undesirable views of parking and storage areas and by helping to reduce the perceived height and mass of the architecture. Wherever practicable, re-graded slopes should not exceed 3 to 1. Geotechnical considerations may allow a steeper slope.

The individual lot purchaser or builder will present drawings to the ALCC for review that are creative and sensitive as to the individual footprint, setting on the lot, and natural grade. The builder/architect is encouraged to minimize the amount of grading on each lot. This same concept should be carried forth in the design of the hardscape and landscape areas adjacent to the building structure. Every effort should be made to achieve a final design which fits the shape of the lot and the land around it.

The control of water run-off and potential erosion should be a consideration both during construction and in the final design of the home site. Natural surface drainage patterns should be preserved whenever possible. Avoid concentrating surface drainage to reduce the erosion potential.

The preservation of existing vegetation cover minimizes the potential for erosion. Construction equipment should be limited to areas intended for specific site improvements in order to minimize damage to existing vegetative cover. Revegetation and erosion control are also discussed in Chapter V, Landscape Design Guidelines.

Dust control methods will comply with the requirements of the Washoe County District Health Department, Air Quality Management. A detailed dust control plan must be prepared prior to issuance of a grading permit for the golf course or approval of a final map (Condition #45). The dust control plan will address phased grading and stabilization methods including revegetation, application of palliatives, street cleaning, and dust controls on any storage piles located on the site.

### Driveways and Parking

To create a streetscape that blends with the rural setting, driveway widths should be minimized. Maximum paved driveway width outside of the building envelope is 12 feet. Slopes on driveways should generally not exceed 14 percent except in special cases. Provide culverts for driveways that cross landscaped drainage swales. Circular drives are only allowed in 1 acre lots.

Large expanses of asphalt or gravel are discouraged, as are large areas of untextured and uncolored concrete. Unpaved parking areas are discouraged. The visual impacts of paved areas can be reduced by tucking them into the topography and landscape.

On-street parking is prohibited throughout Southwest Pointe. Each lot must provide off-street guest parking to accommodate two cars. Additionally, the Conditions of Approval (Condition #40) require that guest parking be provided



within 500 feet of home that have lots ranging in size between 12,000 square feet and 1/2 acre. One space shall be provided for every three homes. The parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map.

### Auxiliary Structures and Site Utilities

Auxiliary structures, such as gazebos, utility sheds, etc., must be designed in a manner that harmonizes with the main structure. Plans for such structures must be submitted to the ALCC for review and approval.

All solar and mechanical equipment must be screened. All utility meters and appliances must also be screened. Trash and utility areas should be located to avoid direct views from streets or adjacent properties. These areas should be enclosed with fencing or screens that match residential architectural detailing and materials.

### Fences and Walls

Appropriate design and placement of fences and walls on residential lots is important in maintaining a high quality, rural atmosphere. It is essential that the materials, patterns and textures complement the surrounding architecture wherever possible.

No residential fence or wall will exceed 6 feet in height. When a change in elevation occurs, the wall or fence should be stepped in equal intervals. Plant materials or berming will be used to soften a continuous wall or fence. Lot perimeter fencing is allowed. Where the lot abuts the golf course, the perimeter fencing near the golf course must be consistent with the community fencing. (Refer to Community Design Guidelines, Chapter II.) Colors should complement the environment and match other architectural features. Use of darker earth tones is encouraged, with all exposed surfaces finished. All fencing must be submitted to the ALCC for review and approval.

Special consideration will be taken when installing walls so as not to obstruct views from adjacent homes. Any privacy walls and fences will be installed by the homeowner or builder and maintained by the homeowner.

When retaining walls are necessary, they should become an integral part of the design, not an afterthought. The use of several 2 or 3 foot high walls rather than a single taller wall is encouraged. Not only should the retaining walls be designed with careful consideration for strength and provisions for surface and underground drainage, but they should be configured to sensitively fit with the natural terrain and be constructed or faced with materials that blend with the setting.

Freestanding walls are appropriate when used as an extension of the residence, to define key outdoor spaces, and to protect from climatic extremes. Wall materials should be consistent with the architectural style of the house.

### Exterior Lighting

All exterior lighting must be approved by the Architectural and Landscape Control Committee. Homeowners are encouraged to utilize landscape lighting -- to subtly highlight unique architectural features, trees, and focal landscape areas. Lighting levels should also be provided which insure safe passage along walks to building entries. Lighting of patio and deck areas to provide for nighttime usage is also allowed.

Landscape lighting should be integrated into the overall design of the site. Downlights can be recessed into arbors and soffits. Ground-mounted landscape bollards may also be used. Pole lights and monoliths with lights greater than 48 inches in height are not allowed. Light sources should not be directly visible. Light trespass and glare onto adjacent properties is not allowed. Lighting should endeavor to highlight special features and use areas rather than a uniform glow across the property.

## Energy Conservation

All residential units shall include site design and building design or construction features and devices which are capable of conserving energy. Measures encouraged in the design of all residential structures are:

- Double glazing
- Size and placement of windows and other major openings shall take into account prevailing breezes during the summer season and protection from stronger winds during the winter season.
- Appropriate design features to deflect sunlight or allow it to enter the residence, depending on seasonal needs.
- Strategically locate and select plant materials in areas adjacent to the residence to reduce temperature buildup and sun penetration during the summer season.

Building construction requires sufficient insulation and insulated glass to meet State of Nevada energy standards. Other building construction energy conservation features are encouraged, such as high efficiency mechanical equipment, high efficiency glass (non reflective), etc.

## **IV. ARCHITECTURAL DESIGN GUIDELINES**

### **Residential Design Character**

The Guidelines seek to establish a community-wide theme for Southwest Pointe that transcends individual property boundaries. Consistent with the Community Design Character described in Chapter II, the Residential Design Character is intended to be respectful of and harmonize with the existing natural and newly created site environment. Building materials, forms, and colors shall be natural in character to blend into and complement the Southwest Pointe character.

The residential design intent is to encourage a variety of residential styles and to encourage creativity and diversity within the community. Creativity will allow for compatibility of golf course homes to the golf course, and compatibility of the hillside homes to the surrounding open space, as an example.

### **Building Form, Mass, And Proportions**

Residential structures shall employ forms, massing and proportional detailing that relates to the predominantly horizontal context of the upland range. Low forms are encouraged to not compete with the horizontal context. Two-story structures shall have at least 50 percent of the facade appear as a low, one-story structure in height, this suggests the middle of the structure be two story with one-story portions around it. This creates a vertically stepped facade from ground up to one-story, up to two story, and back down. The stepped facade emphasizes the horizontal and appears more organic than tall, two story high wall planes.

Simple, yet bold, roof dominated forms will also emphasize the horizontal features and minimize the appearance of the vertical ways. Hipped roofs are encouraged with a few accent gables as opposed to all gables or shed type roofs.

Wall planes shall also be stepped horizontally (or articulated) with offsets to break up long walls and to create shadows and shading to subdue long wall planes. Covered porches and trellises are also encouraged to create shadows and shading, including heat gain and glare reduction by shading windows and walls. Patios with porches and trellises extend the indoor living space from indoors to the outdoors.

Stepped building forms and the elements of the forms shall be carefully composed in an integrated manner with consideration given to overall, three dimensional proportions as well as the proportions of the individual architectural elements.

### Architectural Elements

**Roofing** - Roof surfaces shall have a strong texture, like the natural landscaping with one color to blend with the natural backdrop.

Roofing materials shall be fire resistant. Approved roofing materials consist of slate, concrete shakes, fiber cement shakes/shingles, 40-year fiberglass composition shingles, and metal roofing with ribs or shingles and without exposed fasteners. Wood shake or shingle roofs are not permitted.

Roof elements, such as skylights, exposed vents/flues and metal, shall be colored to match or blend in with the roofing. No exposed rooftop solar panels are permitted.

**Walls** - Wall surfaces shall be selected for durability, weather and fire resistance, minimum maintenance plus compatibility with the regional character and building style. Besides articulation, wall texture creates more attractive wall surfaces. The use of wall trim can add accent to wall surfaces, if employed correctly. Contrasting wall and trim colors are not encouraged. Approved wall surfaces consist of stone veneer, brick, stucco and wood siding.

**Windows and Doors** - The arrangement, location, size, shape, and relationship of window and door openings shall be composed in an orderly and proportional manner on all exterior facades. Continuity of window and door style shall be considered on all facades as well as within individual facades.

**Chimneys** - Chimneys are an important design element and shall be located and sized to be proportional to the overall building composition. All above roof fireplace flues shall have a chimney enclosure of no less than 2 feet by 5 feet. Stone and brick chimneys are encouraged.

### **Exterior Materials And Colors**

The composition of different exterior materials and colors shall be carefully selected and designed to insure compatibility to the building style and regional character. The use of many different materials and colors should be discouraged so that the building form is emphasized. General continuity of exterior materials at different exterior facades is required, although subtle variation from building to building is encouraged. The glass color shall be selected for shading, ultraviolet control and compatibility with other materials. No reflective glass is permitted. Intense and glossy colors are not permitted.

### **Garages And Accessory Structures**

Detached garages and guest houses are permitted only on lots 1 acre or larger in size. As a general rule, other accessory structures are not permitted. These structures may be separated from the residence; however, a connection is required. The connection shall be a trellis arbor, or another overhead element.

Small accessory structures, such as a remote spa trellis or other landscape type elements, may be detached if approved by the ALCC.

## Miscellaneous

**Antennas** - All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired to accommodate cable reception. Satellite "dish" antennas are allowed only if adequately screened and not visible from surrounding areas.

**Awnings and Patio Covers** - Awnings and patio covers, if used, must be of solid color canvas within the approved color palette. Fiberglass or sheetmetal awnings are not permitted.

**Gutters and Downspouts** - All gutters and downspouts must be a color to blend into the building back drop, and downspouts shall be located to be least visible.

**Utility Service and Meters** - All utility service shall be underground with no exposure. All utility meters required to be exposed shall be either located to be not visible or enclosed in a cover box compatible with the building siding and as approved by the utility company. Meters shall be recessed in walls with no exposed conduit.

**Mechanical Equipment** - No exposed mechanical equipment is permitted. All exterior mechanical equipment, including solar panels, condensing units, etc. must be screened from view.

**Signs** - Exterior signs other than house numbers are prohibited. During construction or sale, one (1) approved construction/sales sign may be placed in front of each homesite. Real estate sales/listing information must be placed on a panel of the sign just as contractor's or architect's information would be. Additional freestanding signs, "snipes," banners, flags, etc. are prohibited. Political signs, within reason, are excepted from this prohibition.

## Energy Conservation

Southwest Pointe will have all locally available public utilities for energy as well as being very conducive to passive solar access for natural heating to conserve energy. Passive solar access requires consideration of building orientation and

window locations. Window locations should also be chosen to capture breezes for natural ventilation and cross ventilation within the structure for energy conservation.

Solar shading should also be considered for prevention of excessive heat gain, particularly in the summer and from the westly afternoon sun. Exterior shading devices include roof overhangs, trellises and patio covers. Plant material selection may help control solar access, such as deciduous trees for winter access and summer shading.

Building construction requires sufficient insulation and insulated glass to meet State of Nevada energy standards. Other building construction energy conservation features are encouraged, such as high efficiency mechanical equipment, high efficiency glass (not reflective), etc.



## V. LANDSCAPE DESIGN GUIDELINES

### Landscape Design Character

Landscaping will play a significant role in establishing the character of Southwest Pointe. These landscape guidelines are intended to enhance the character and quality of the community established by the architectural guidelines. The open space system responds to site conditions and creates a visual framework for the entire project. Neighborhood entries and roadway landscaping will reinforce the overall landscape themes which permeate the site and establish a "sense of place" within Southwest Pointe. Also contributing to the overall community identity are other consistent landscape elements such as walls, fences, lighting, signage, and paving.

In addition to providing exciting and challenging play, the golf courses have been carefully situated along the creeks, adjacent to major roads, and routed to take advantage of the panoramic views from the property. The courses have been planned to incorporate manicured lawns for the tees, fairways, and greens with transition landscaping to enhance the beauty of the adjacent native vegetation through contrasts in color and texture. Through careful planning, the golf courses and the entire Southwest Pointe community have been gently blended into the natural environment.

### Landscaping - Common Areas

Landscaping in common areas will be the responsibility of the developer. The intent of landscaping within the project site is both aesthetic and functional. The development will fit the local terrain and environment without looking out of character for northern Nevada (e.g., short grasses, muted grays and sage green colors of shrubs, with evergreens in clustered areas). At the same time, it is important that the landscape create a sense of arrival at the entry and a strong visual unity throughout the project. This will be accomplished through landscaping and consistent signage, walls, fencing, etc.

**Common Area Landscape Guidelines** - The following guidelines apply to common area landscaping:

- The landscape palette is informal and natural, combining the best characteristics of the high desert natural landscape. Native shrubs and ground cover will be massed in groups of a single species, used in combinations that provide contrasting colors, textures and forms in a broad-brushed approach to landscape design. Trees will be massed in naturalistic groupings of a single species, an interplay of evergreens, and contrasting deciduous trees.
- Drought-tolerant, low-maintenance plantings will be used.
- Screening of parking areas, utility enclosures, service yards, and hillsides will be done with evergreen trees and shrubs.
- A variety of plant sizes will be used, with specimen trees at central focal points such as the project entry and street intersections.
- Irrigation systems must be automatic, with a controller and valves. Drip systems will be utilized instead of above-ground spray heads in planter areas. The use of a central control irrigation system on the golf course will facilitate the use of satellite controllers in common areas. This will allow all controller programming from a central source at the clubhouse.
- Shrubs and trees that deer do not prefer will be planted, although deer and especially rabbits will eat almost any plant if hungry enough and during the time when plants are putting on new tender growth.
- Plantings will contain a combination of fast, medium, and slow growth rate types. Eventually the slow growth plants will dominate the landscape, being more disease free and less prone to wind breakage.
- The use of lawn will be restricted to key focal points such as entry locations.
- Future landscape plans in common areas must be consistent with county requirements and approved by the Architectural and Landscape Control Committee. The plant materials list in this Handbook will be followed for planting selection.

- Exposing native rock outcroppings and boulder groupings during grading operations will enhance the overall landscape theme. Ideally, boulders should have at least one third of their total size buried in the ground. This gives rock a more permanent and natural look rather than just setting them on top of the ground. Boulder size will be a minimum 3 foot diameter, with groupings rather than scattered rock.

### Landscaping - Private Yards

All visible areas of yards not hardscaped must be landscaped in an acceptable form -- either natural, with ornamental plantings, or with both. Landscaping plans for individual residences will be reviewed and approved by the Architectural and Landscape Control Committee. Homeowners purchasing builder products will have up to 6 months to install private landscaping after close of escrow without a penalty. Homeowners purchasing custom lots will have up to 6 months after receiving occupancy permits on their residences to install private landscaping without a penalty. The following guidelines have been created to provide homeowners, architects, designers, and landscapers a reference point from which to develop individual landscape plans. These guidelines may be amended from time to time by the review committee based on comments and suggestions from designers and homeowners.

Private Yard Guidelines - The following guidelines apply to landscaping in private yards:

- All plant materials selected should be suitable for the climate, soil conditions, and theme of the community. (Refer to Table A-1 in the appendix for a list of recommended plants.)
- Landscape planting palettes should be simple and kept to a limited number of plant materials.
- Plantings should be done in masses or groupings of a single species to avoid complexity.

- Landscape plantings should provide for effective screening of cars, utility enclosures, or any visually undesirable element or structure.
- Planting selections should strive to maximize color during all four seasons.
- All landscaped areas must have an automatic irrigation system, preferable designed by a Landscape Architect or irrigation consultant to ensure efficient water usage.
- Group plants with similar water requirements.

**Front Yard Landscaping** - The following guidelines apply to front yard landscaping:

- "Gravel gardens" are prohibited.
- All visible areas of yard not hardscaped, or in decking must be landscaped in an acceptable form.
- Front yards shall be planted with a combination of trees, shrubs, and ground cover or lawn. All lawns shall be sod and cover no more than 20 percent of the total landscape area.
- Except where previously installed by the developer, at least three trees shall be planted in the street right-of-way adjacent to the front of each 1-acre and 1/2-acre residential lot and at least two trees shall be planted in the street right-of-way adjacent to the front of each 12,000 square foot residential lot.
- At least five additional trees shall be planted per front yard on 1-acre lots, three trees per front yard on 1/2-acre lots, and two trees per front yard on 12,000 square foot lots. Groupings of vertical trees are encouraged.

**Side and Rear Yard Landscaping** - The following guidelines apply to side and rear yard landscaping:

- Side yard planting is encouraged to create a sense of privacy between adjacent homes.
- Rear yard planting can provide shade and privacy, define outdoor spaces, and frame views. Care must be taken, however, in planting trees and tall shrubs so as not to obstruct views from adjacent lots to the golf course and mountains. Final placement of all rear yard trees is subject to approval by the Architectural and Landscape Control Committee.

## Maintenance

Common Areas - Landscape, fencing, walls, irrigation systems, etc. installed by the developer will be maintained in a healthy and operational condition and will eventually be transferred to the Homeowners Association, which will then assume maintenance responsibility. Landscape maintenance will primarily consist of weeding, spraying pre- and post-emergents, insect control, pruning, plant replacement and irrigation system winterizing/repair. Drip irrigation lines will require flushing to remove debris so that emitters do not clog.

Open space and private trail maintenance will include trash pick-up, erosion control, re-surfacing trails, and upkeep of signage. (Washoe County will be responsible for any maintenance activities required on open space that is under their control.) Paved walks will require re-seeding and eventually resurfacing the asphalt. Related fencing will need board replacement and re-staining/re-sealing wood members.

Private Yards - The intent of maintenance standards for private yards is to keep the entire project up to high standards. Homeowners will be responsible for maintenance of their own lots. If the required front yard trees should die, they will need immediate replacement with trees of the same size and species. Property owners will also be responsible for maintaining landscaping along the right-of-ways of local and rural streets with direct lot frontage.

## Revegetation and Erosion Control

Revegetation is the process that involves seeds and small plants, fertilization, and soil stabilization once vegetation becomes established. It is one part of the overall erosion control process. Most often the best erosion control is a combination of structural or mechanical land revegetation. Once the ground is disturbed during construction, it is important to revegetate areas to be kept as open space as quickly as possible to minimize wind and water erosion on the soil. Typically, fast-growing annuals and perennials are installed for both short- and long-term stabilization.

**Timing** - The developer will follow the typical Washoe-Storey Conservation District and District Health Department guidelines for disturbed areas. A dust palliative will be applied to areas left undeveloped more than 30 days and a seed mix applied for areas left undeveloped more than 90 days. The preferred season for revegetation without irrigation is early spring after the ground softens. Late fall after the first snow is also acceptable. The developer may elect to seed between the preferred seasons with some supplemental irrigation from a water truck or temporary irrigation.

**Clearing Limits** - Areas to be cleared for development or cut/filled will be surveyed and staked so that equipment can be confined to those disturbed portions only. The objective is to save as much native vegetation within the development as possible for the open space between residential units. Clearing will be done on a phasing schedule as the development proceeds. The exception is the golf course, which will be graded and built in 9- or 18-hole increments.

**Seeding Methods** - Seeding will take place on open areas and slopes 3 to 1 and flatter. Slopes not accessible by drilling machines will either be hydroseeded or seeded with a mechanical broadcaster and raked by hand. Drilling is the preferred method since germination is generally the highest. Hydroseeding will be accomplished in a two step process. Seeding will take place on roughened soil with 30 percent mulch and then blowing the remaining 70 percent of the mulch on top of the seed. This ensures better seed/soil contact.

**Seeding Mixes** - One of the goals is to blend the development into the existing on-site environment. To accomplish this, a seed mix that matches the existing plant material is desired. Since the majority of the open space will not have permanent irrigation, the plants need to survive on rain or snow fall. A combination of woody plants (shrubs) and grasses are proposed for the mix. Also proposed are grindings from existing plants that are cleared. Since the seeds are already acclimated to the site, germination is usually very high. Plants to avoid seeding are those with a high fuel production that create a hazard for wildfires.

A general recommended seed mix is proposed in Table 5-1. More specific seed mixes will be developed during construction based on exposure, seeding timing, soil type, and degree of slope. Since the site is so large, seeding rates will need to be adjusted based on the above factors.

Three to four different grass and shrub types are recommended for a thicker and quicker cover. The wheat grasses are all fire resistant for use near residential units.

Table 5-1  
**General Seed Mix**  
 (in non-irrigated areas)

<u>Common Name</u>	<u>lbs/acre of pure live seed</u>
Indian Ricegrass	2
Fourwing Saltbush	4
Big Sagebrush	2
Great Basin Wildrye	2
Siberian Wheatgrass	4
Canbys Bluegrass	1
Annual Ryegrass	5
Palmer penstemon	1/4
Blue Flax	1/4
Shadescale	4
Total:	24.5 lbs/acre

In areas where drip irrigation is available, such as along roadways and around the golf course, trees and shrubs will be added to the above seed mix from Table A-1 (list of recommended plants). A variety of container sizes will be used, from tube packs to #5 cans, to provide a more natural appearance. Most woody plants are transplanted because of rodent predation to seeds. Larger shrubs and trees will also help stabilized slopes with their larger root mass. New plants will be mulched in the basins to conserve water and reduce weed competition around the root zone.

**Fertilization** - Fertilization will be added to the soils before seeding or during shrub/tree transplanting. Typical recommendations for low fertility sites call for 40 to 80 pounds of nitrogen, 50 to 75 pounds of phosphorous, and 50 pounds of potash per acre incorporated into the seed bed. For shrubs and trees, slow release plant tablets will be added to the planting pit during transplanting.

**Mulching** - Mulching provides a protective layer to help establish plants quicker. It also cools the soil, prevents soil crusting, keeps weed growth down and conserves water around the plant itself. For seeding, a hydromulch made of a wood product will be added to slopes where applicable. On steeper, longer slopes and drainageways, a wood excelsor blanket will be used with either a paper or plastic net backing. Blankets are unrolled and staked into place using wood pegs.

Flatter areas and slopes will be mulched with straw after seeding and either tackified or punched to keep straw in place. Typical rates are 3000 lbs/acre of clean straw, evenly distributed.

Mulching for shrubs and trees will be a ground bark or wood product. A minimum depth of 3 inches will be added to the watering basin and checked after major storms.

As previously mentioned, a dust palliative will be used to minimize wind erosion on areas left undeveloped more than 30 days. This is only a temporary solution and these areas will need to be re-seeded, since palliatives are tackifiers that reduce soil porosity by forming a soil crust. Foot and vehicle traffic quickly degrade a soil surface, requiring re-application.

All revegetated sites will be inspected by maintenance personnel to repair any gully damage caused by storms, especially during the summer months. Areas of inadequate plant establishment will be re-seeded or re-planted as required. In some areas, temporary chicken wire fencing will be required to prevent rabbit and deer browsing on plants until they are bigger, stronger, and better able to survive on their own.



## Fire Fuel Breaks and Green Belts

The project site is located in a high fire hazard area as identified by the Nevada Division of Forestry. This is due to the occurrence of lightning and strong westerly winds. Fire suppression over a long period of time has resulted in on-site fuel accumulation that will become a problem during a wildfire.

Mitigation is needed to reduce the fire hazards on the site. Proposed mitigation includes careful structure siting, fire hydrants, fuel breaks around structures, the use of fire resistant/retardant plants, ease of access for fire fighting equipment, and the use of appropriate building materials.

The developer will work with the Division of Forestry to locate firebreaks in appropriate locations. Effective fire protection can be achieved with a wide strip (at least 100 feet) of bare ground around structures created by removing the native shrubs and grasses. However, the bare ground is subject to water and wind erosion, besides being aesthetically unacceptable. A better solution is the use of "green belts". A green belt can be defined as a landscaped and irrigated zone between a structure and the brush-covered wildlands that is designed to halt or slow the spread of fire and to control soil erosion and water runoff. (Refer to Figure 5-1.) Requirements in developing such a green belt are as follows:

1. Removal of highly flammable native brush and grasses, especially cheat grass, from around structures for a distance of 30-50 feet. Remove any dead wood in and around shrubs. This zone will consist of grasses, introduced shrubs, and individual trees pruned up off the ground. All plants will have a high-moisture content because of drip or spray irrigation. The sprinkler system will be permanent and on a controller. Included in this zone is a 10 to 20 foot wide area on both sides of the front driveway. Appropriate planting for this zone are native, naturalized and exotic species that gradually blend to the more native zone beyond. Lawns will be kept to a minimum size for water conservation and sprinklered with an overhead automatic spray system.

EXISTING NATIVE VEGETATION-REMOVE DEAD WOOD AND DEBRIS OUT ANOTHER 50-100 FT. WHERE RESIDENTIAL ABUTS OPEN SPACE

THIN BRUSH AND TREES

LIMIT THE AMOUNT OF NATIVE BRUSH TO 20% SITE COVERAGE

REMOVE DEAD BRANCHES AND DEBRIS FOR 100 FT. INTERPLANT WITH ORNAMENTALS WITH A HIGH WATER CONTENT. INSTALL DRIP IRRIGATION SYSTEM

100 FT.

30 FT.

INTENSIVE LANDSCAPE

RESIDENCE

INTRODUCED ADAPTIVE LANDSCAPING  
LAWN AND ORNAMENTAL SHRUBS. PRUNE TREES OFF OF THE GROUND. AUTOMATIC SPRAY IRRIGATION SYSTEM FOR HIGH MOISTURE CONTENT.

FIREBREAKS

2. In the 30 - 100 foot zone around the structures, dead woody plants will be removed. Trees and shrubs will be occasionally pruned and "weedy" species eradicated. This landscape zone is intended to coordinate with the requirements for a managed fire break transition zone. Beyond the 100 foot zone, up to 200 feet, the amount of vegetation will be reduced and the most flammable species thinned.
3. Maintenance of the plantings will include weed control, cutting back woody plants, and removal of plant litter and fallen branches. Part of the effectiveness of a green belt lies in minimizing the volume of fuel available. Without proper maintenance, fire-retardant planting can become a fire hazard over time. Irrigation and maintenance schedules will be provided with final plans for the project.
4. The previous green belt conditions will be a part of the CC&Rs with mandatory enforcement. If property owners do not comply with the conditions, the Homeowners' Association will be authorized to contract for maintenance and bill the property owner.

A crucial step in the planning and construction of a green belt is selection of the plants to use. Listed in Table A-2 in the appendix are recommended species with varying degrees of fire retardance that have value for landscaping in green belts. Although a number of broad similarities may exist within the overall project area, it is not possible to make specific site recommendations until fire hazard, soil, topography, and sun exposure are further studied. Plants listed will be coordinated with those listed in the erosion control section of the Handbook. Generally, green belt species will be planted around structures and at the residential perimeter.

It is important that plants from Table A-2 be grouped according to water requirements. Highly drought-tolerant species are often damaged or killed if over-watered. Over watering also forces unwanted growth in the plants and encourages weeds. If two or more species are planted together, it is essential that they have similar water requirements so that they can be watered from the same automatic valve. When an area is irrigated, it should be thoroughly soaked to encourage the roots to grow deeply into the soil. Frequent, light irrigation must be avoided.

## Water Conservation

Water conservation in the Truckee Meadows is a long-term responsibility for all residents, since we live in a desert climate with limited resources. There are many ways to conserve water in the outdoor landscape. Generally, plants will use as much water as a person gives them, so overwatering is the result of owners not realizing proper planting water requirements.

The principals of a relatively recent concept of "Xeriscape" (dry landscape) should be followed in every new development and retrofitted into existing landscapes. The principals are briefly summarized as follows:

- Mulch plantings to keep soil cool and reduce evaporation.
- Plan and design planting/irrigation from a project's beginning.
- Create practical and usable lawn areas of reasonable size and shape.
- Use appropriate plants for the area and group into water zones.
- Improve the soil in the intensive landscape zones with compost or manure.
- Irrigate efficiently with properly designed systems with automatic timers.
- Maintain the landscape appropriately by mowing, pruning and fertilizing properly.

Well done Xeriscape-type designs can typically reduce irrigation water by more than 50 percent, compared with traditional designs dominated by over watering lawns. Over watering can also kill highly drought-tolerant plants and force unwanted growth.

Home buyers in Southwest Pointe will be encouraged to follow the above water conservation methods in their private yard areas within the 30 foot intensive landscape zone surrounding the structure. Lower water bills will be just one of the long term benefits of proper landscaping.

## VI. SERVICES AND FACILITIES

### Water Service

The property is outside the boundary of the South Truckee Meadows General Improvement District/Special Assessment District #18. This property will be developed outside the district; however, all of the potable water facilities on lots will eventually be dedicated to Washoe County. The developer of Southwest Pointe may construct a new water system since there are no existing facilities to accommodate this project. The Southwest Pointe water system may connect to the existing system. Washoe County has drilled several exploratory wells on the property. These wells will be used as the main production wells for the project.

The elevations at which water storage tanks will be located to obtain the proper pressure have been identified and are shown on the site plan. One or two tanks will be located at an elevation of approximately 5,710 feet. A third and smaller tank will be constructed at an elevation of approximately 5,848 feet. The tanks will have a height of approximately 24 feet. The total water storage requirement is between 1.2 and 1.4 million gallons (i.e., 926,500 gallons residential storage, 240,000 gallons commercial storage, and 120,000 gallons per tank residential fire storage). The lower tank(s) would have a storage requirement of 975,000 to 1.2 million gallons. The upper tank will have a capacity of approximately 200,000 gallons. The tanks have been located in a ravine to screen them from view. If additional screening is necessary, landscaping would be installed to the satisfaction of the Department of Development Review.

To serve the two proposed golf courses in Southwest Pointe, as well as the other courses and parks planned in the vicinity, Washoe County proposes to reuse treated wastewater and untreated creek water from the South Truckee Meadows Wastewater Treatment Plant. The Conditions of Approval for Southwest Pointe

(i.e., #77) require the developer to use treated wastewater from the treatment plant. Additionally, as part of the initial construction, the developer will provide the necessary on-site easements needed to construct the infrastructure and, when the treated wastewater or creek water becomes available, the developer will construct the necessary on-site infrastructure.

Water conservation will result by using and managing resources efficiently and effectively. Reducing domestic water usage is an objective for this development. To achieve this objective the following devices and/or programs will be initiated:

- Water conservation devices will be used throughout Southwest Pointe as specified by current county ordinances.
- Water conservation principals for landscaped areas are addressed at the end of Chapter 5.

### Sewer Service

Southwest Pointe will be served by the South Truckee Meadows Wastewater Treatment Plant, and, according to County staff, capacity is available. The plant currently has a capacity of 0.75 million gallons per day (mgd); however, the ultimate capacity is planned to be 6.0 mgd. Based on the number of existing and approved dwelling units within the service area, the current capacity has been allocated. This allocation exists only on paper and would be a problem only if all of the currently approved homes were constructed immediately. According to the county staff, the plant has been designed for expansion, and capacity will be available for this project.

Existing sewer service is only a short distance from Southwest Pointe. A 10-inch line has been extended to Saddlehorn and another 10-inch line serves Southwest Vistas. Because of the topography and site plan, Southwest Pointe will be sewerred to both locations.

### Fire Protection

Fire protection service is intended to be provided by the Nevada Division of Forestry, Sierra Fire Protection District. The closest existing station is Galena Station #2, which is located on the Mt. Rose Highway approximately 2 miles west of the intersection of Mt. Rose and Thomas Creek Road.

Consistent with the Southwest Truckee Meadows Area Plan, a one-acre site for a fire station is proposed near the entrance to Southwest Pointe. The site will be offered for dedication prior to recordation of the first final map. According to NDF staff, the station would be 3,800-4,000 square feet with two bays and living quarters. If constructed, there would be two, full-time employees supported by volunteers.

The entrance to Southwest Pointe may be gated at the point where Whites Creek Lane becomes a private road (i.e., near Thomas Creek). The developer will meet with NDF staff to discuss their needs in order to maintain emergency access. Fire fuel breaks will also be required in many locations and an acceptable design will be developed with NDF staff. Maintenance of the fire fuel breaks will be the responsibility of the individual homeowner or the Homeowners' Association depending on the location.

### Security and Emergency Services

The Washoe County Sheriff's Department is intended to provide police protection service to this site from the main station at 911 Parr Boulevard. There is currently one patrol unit regularly assigned to the area, with an average response time of 10 minutes. The response time in this area will be greatly improved if the Sheriff's Department locates a substation in the community center in the South Valleys Regional Park at the intersection of Whites Creek Lane and Wedge Parkway. The first phase of the park has been constructed. The community center is located in a later phase; therefore, it may be several years before the substation is operational.

The gate house at the entrance to the project may be manned; however, no other private security personnel are planned. During the initial phases of the project, roving security personnel may be used to prevent theft and/or vandalism. The developer will meet with Sheriff's Department staff to discuss their needs in order to maintain emergency access.

### Private Recreation Amenities

The two golf courses proposed in this development are contemplated to be a combination of daily fee-public play and membership play. The golf courses will not be owned or controlled by the Homeowners' Association. Notwithstanding the administration of the entry area, so long as either of the golf courses are available for public play, an easement(s) or some other form of vehicular right-of-way shall protect the public's ability to access the golf course.

The swim and tennis facility shall be controlled by the Homeowners' Association and is not contemplated for use by the general public.

### Financial Assurances for Provision of Services

Financial assurances for provision of services (e.g., private road maintenance, common area landscaping, private recreation amenities, private drainage facilities and security) shall be provided under the project CC&Rs, which shall provide for funding of these services through assessments and insure collection of assessments through liens on lots.



## **VII. SPECIAL CONDITIONS**

### **Thomas and Dry Creeks**

Two creeks cross the property -- Thomas Creek along the southern and eastern edge and Dry Creek through the western and north central portions of the site. The creeks are bordered by riparian vegetation and a wetlands delineation, prepared by Soil Resource Investigations and approved by the Corps of Engineers, has concluded that wetlands exist along both creeks. These areas will be avoided and will remain undisturbed where feasible.

The Conditions of Approval state that a buffer will be provided between the fairways/greens and all creeks (i.e., Condition #55). The setback of the buffer will comply with 100.200 (e) of the Uniform Building Code (i.e., 50 feet from the centerline of drainage area greater than 5,000 acres). A second condition (i.e., Condition #56) requires that a minimum buffer of 50-feet be provided between any structure and riparian vegetation.

At locations where roadways cross the creeks, the intent is to span the creek and leave all delineated wetlands undisturbed. This will be accomplished through the use of railroad flatbed car bridges. Concrete abutments will be constructed on either side of the creek outside the delineated wetlands. The railroad cars will then be placed to "clear span" the creek bed.

### **Wildlife**

Portions of the project site are located in the winter range of the Loyalton-Truckee deer herd. The herd summers largely at higher elevations and winters in the lower reaches of the Sierra Nevada. Some residential and golf course development is proposed within the winter range; however, there is also a

significant amount of acreage within the winter range that will be left as open space. Some key mule deer winter range habitat has also been identified at the northwest end of Southwest Pointe. For the most part, this area is proposed to be left as open space.

To reduce the impacts of development on the deer herd, the following mitigation measures are proposed:

- Leave open space around the developed area and provide open areas within the development in conjunction with the golf course.
- Seasonal restrictions and/or regulated recreational use in open space areas identified as key mule deer habitat will be enforced. Provisions will be made for these types of restrictions at the time the open space is decided. (Refer to Open Space Management Plan.)
- Boundary fencing is not proposed.

The staff of the Washoe County Department of Parks and Recreation has also expressed interest in stocking Thomas Creek with fish through the Urban Fisheries Program. To accomplish this work, vehicular access to the creek is necessary. Two locations for vehicular access are proposed -- one is at the neighborhood park and the other is from the maintenance road to the existing water tanks.

### Cultural and Archaeological Resources

All cultural resources issues (ethnographic, historic, and prehistoric) are being managed by personnel of Kautz Environmental Consultants, Inc. of Reno, Nevada. All historic and prehistoric sites in Southwest Pointe have been identified and recommendations regarding their significance have been made, or are currently being made (Hutchins and Kautz 1995, Christensen and Kautz 1995, and Christensen and Burns 1996). Recommendations have been passed to the Nevada State Historic Preservation Office (SHPO) in conformity with the Truckee Meadows Regional Plan: Conservation Element (1991, revised).

A total of 88 archaeological sites have been discovered on project lands of which 70 are prehistoric in age, one is historic, and 17 have components of both historic and prehistoric age. A total of 25 non-significant isolated finds have also been recorded. Nineteen archaeological sites have been recommended as significant and 12 remain unevaluated. The remaining 57 sites are recommended as non-significant resources requiring no further work.

All reports from KEC pertaining to this project have been provided to the Washoe Tribe of Nevada and California and all cultural resource management activities are being arranged through the Tribe's Cultural Resources Coordinator. Already, a valuable and very unusual Native American bas relief effigy located on this land has been donated to the Tribe and, following its removal last year, resides in the Nevada State Museum.

All significant and unevaluated archaeological sites will either be avoided or mitigated during the construction, maintenance, and operation of this project. All mitigation will occur prior to site disturbance, though these activities may be phased in coordination with planned construction.

Prior to mitigation, an Historic Properties Treatment Plan will be submitted to the SHPO, outlining in detail the mitigation procedures to be employed, the precise sample, and the methodological and theoretical framework delineating the inquiry at each site. Following both the acceptance of this plan and completion of the specified fieldwork, construction will begin.

## VIII. DEVELOPMENT PROCESSING

### Relationship to Other Ordinances

The provisions of this Handbook will govern the development of Southwest Pointe. However, where the provisions of the Handbook do not address a specific subject, the provisions of the Washoe County Development Code (Chapter 110) or other ordinances governing the development of land shall prevail, subject to the provisions of the final development agreement.

### Amendments to the Development Standards Handbook

It is anticipated that this Handbook will need to be periodically updated and amended. If modifications are necessary, the Department of Development Review will be notified by letter, stating the changes requested, the reasons for the changes, and the effects of the changes. Minor modifications can be approved at the staff level. The definition of "minor" will be made by the Director of the Department of Development Review. More significant changes must be approved by the Washoe County Design Review Committee.

During the design and construction phase of the project, it will be the responsibility of Southwest Pointe Partners or its successor to initiate the amendment request. This responsibility will eventually be assumed by the Homeowner's Association.

### Approval Process

Design review will be required of each Lot Developer. Southwest Pointe Partners will provide each Lot Developer with a copy of the approved Development Standards Handbook and CC&Rs. These documents should be reviewed carefully by each Lot Developer.

The Architectural and Landscape Control Committee (ALCC) will review all preliminary and final construction drawings for structures and landscaping prior to their submission to Washoe County. The purpose of this initial plan review is to insure compliance with the Development Standards, the CC&Rs, and the overall master plan for Southwest Pointe. Any development plans submitted to Washoe County must be accompanied by verification from the ALCC stating that the plans have been approved by that Committee. Minor variations from the Development Standards may be approved by the ALCC providing that these variation are in conformance with county regulations and the intent of these Development Standards.

Approval by the ALCC does not imply that the plans are in compliance with all applicable county codes, ordinances, or other regulations. Each Lot Developer is responsible for submittal and processing of all plans and permits required by the county prior to the commencement of construction.

#### *Financial Assurances for Development of Property*

Financial assurances for the construction of capital improvements to be dedicated to the County shall be provided as required by Washoe County Code or pursuant to subdivision improvement agreements under tentative maps, subject to the provisions of the final development agreement.

**APPENDIX**

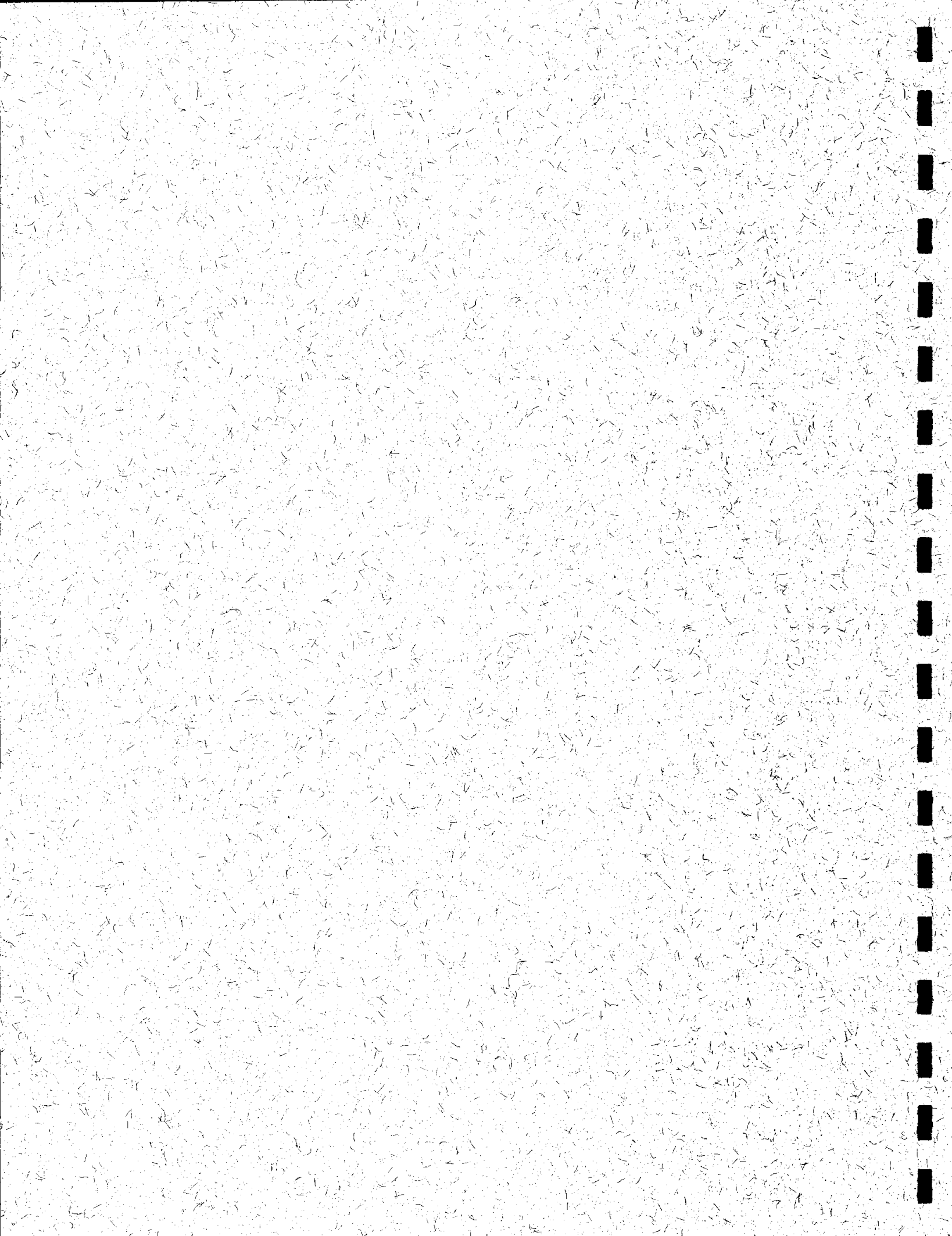


Table A-1  
RECOMMENDED PLANTS

Special Uses

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
<b>Deciduous Shrubs</b>						
Cinquefoil	Potentilla fruticosa					
Alpine Current	Ribes alpinum			√		Berries attract birds
Golden Current	Ribes aureum		√	√		Berries attract birds
Siberian Peashrub	Caragana arborescens		√	√		
Redosier Dogwood	Cornus stolonifera			√		Streambank revegetation
Staghorn Sumac	Rhus typhina			√		Good bank cover
Odessa Tamarix	Tamarix odessa		√	√		Spring flowers
Snowberry	Symphoricarpos albus		√	√	√	
Amur Maple (tough)	Acer ginnala					Good fall color
Buffaloberry	Shepherdia argentea		√	√		
Memorial Rose	Rosa wichuraiana				√	Good bank cover
Smoke Tree	Cotinus coggygia	√	√			Interesting flowers
Tartarian Honeysuckle	Lonicera tatarica		√	√		
Western Chokecherry	Prunus virginiana var. demissa					Berries attract birds
Western Sand Cherry	Prunus besseyi		√	√		Berries attract birds
Sweet Mockorange	Philadelphus coronarius					Fragrant
Nanking Cherry	Prunus tomentosa		√	√		
Smooth Sumac	Rhus glabra		√	√		Good bank cover
Squawbush Sumac	Rhus trilobata		√			
Mentor Barberry	Berberis x mentorensis					
Peking Cotoneaster	Cotoneaster acutifolius					



Table A-1 (Cont.)  
RECOMMENDED PLANTS

Special Uses

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
<b>Evergreen Shrubs</b>						
Big Sagebrush	<i>Artemisia tridentata</i>	√	√	√		Sierra native
Bitterbrush	<i>Pershia tridentata</i>		√	√		Sierra native
Fourwing Saltbrush	<i>Atriplex canescens</i>	√	√	√		Sierra native
Greenleaf Manzanita	<i>Arctostaphylos patula</i>		√	√		Sierra native
Scotch Broom	<i>Cytisus scoparius</i>	√	√			
Mountain Mahogany	<i>Cercocarpus ledifolius</i>		√	√		For dry sites
Chinese Juniper	<i>Juniperus chinensis</i>	√	√			
Horizontal Juniper	<i>Juniperus horizontalis</i>	√	√	√		
Oregon Grapeholly	<i>Mahonia aquifolium</i>	√				Medicinal berries
Mugo Pine	<i>Pinus mugo</i>	√				
<b>Deciduous Trees</b>						
Amur Maple	<i>Acer ginnala</i>		√			Good fall color
Black Locust	<i>Robinia pseudoacacia</i>		√			Showy flowers
Amur Chokecherry	<i>Prunus maackii</i>					
European White Poplar	<i>Populus alba</i>					Very fast growth
Golden Willow	<i>Salix alba vitellina</i>					
Aspen	<i>Populus tremuloides</i>					Sierra native
Hackberry	<i>Celtis occidentalis</i>		√			Good shade tree
Idaho Locust	<i>Robinia ambigua 'Idahoensis'</i>		√			Showy flowers
Goldenrain Tree	<i>Koelreuteria paniculata</i>		√			Laterns interesting
Russian Olive	<i>Elaeagnus angustifolia</i>		√			Grey green foliage
Western Catalpa	<i>Catalpa speciosa</i>					
White Oak	<i>Quercus alba</i>					Large shade tree

Table A-1 (Cont.)  
**RECOMMENDED PLANTS**

**Special Uses**

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
Bur Oak	<i>Quercus macrocarpa</i>					
Black Locust	<i>Robinia pseudoacacia</i>		√			
Blue Ash	<i>Fraxinus quadrangulata</i>	√	√			
Columnar English Oak	<i>Quercus robur</i> 'Columnaris'					Dark green leaves
<b>Evergreen Trees</b>						
Jeffrey Pine	<i>Pinus jeffreyi</i>	√	√			Sierra native
Ponderosa Pine	<i>Pinus ponderosa</i>	√	√			
Lodgepole Pine	<i>Pinus contorta</i>	√	√			
Rocky Mountain Juniper	<i>Juniperus scopulorum</i>	√	√			Interesting berries
Arizona Cypress	<i>Cupressus arizonica</i>	√	√			
Austrian Black Pine	<i>Pinus nigra</i>					Fast growth
Piñon Pine	<i>Pinus edulis</i>	√	√			
Rocky Mountain Junipers	<i>Juniperus scopulorum</i>	√	√			
Scotch Pine	<i>Pinus sylvestris</i>	√	√			
Singleleaf Piñon Pine	<i>Pinus monophylla</i>	√	√			Nevada state tree
White Fir	<i>Abies concolor</i>	√				Sierra native
Incense Cedar	<i>Calocedrus decurrens</i>	√				Sierra native
Colorado Blue Spruce	<i>Picea pungens glauca</i>	√				Blue color
<b>Ground Covers</b>						
Bearberry	<i>Arctostaphylos uva-ursi</i>	√	√	√	√	Makes a green carpet
Lavendar Cotton	<i>Santolina chamaecyparissus</i>	√	√			Showy flowers
Winter Creeper	<i>Euonymus fortunei</i>					
Snow in Summer	<i>Cerastium tomentosum</i>	√	√		√	Invasive
Periwinkle	<i>Vinca major</i>				√	Invasive
Brooms	<i>Genista spp.</i>	√	√		√	

Table A-1 (Cont.)  
**RECOMMENDED PLANTS**

**Special Use**

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
Hall's Japanese Honeysuckle	Lonicera japonica 'Halliana'				√	Fragrant flowers
Potentilla	Potentilla verna					
Virginia Creeper	Parthenocissus quinquefolia				√	Good fall color invasive
Wolly Yarrow	Achillea tomentosa		√			
<b>Grasses and Erosion Control</b>						
Fairway Crested Wheatgrass	Agropyron cristatum				√	
Siberian Wheatgrass	Agropyron sibericum				√	
Western Wheatgrass	Agropyron smithii				√	
Thickspike Wheatgrass	Agropyron dasystachyum				√	
'Covar' Sheep Fescue	Festuca ovina 'Covar'				√	
Tall Wheatgrass	Agropyron elongatum				√	
Indian Ricegrass	Aryzopsis hymenoides				√	
Sand Dropseed	Sporobolus cryptandrus				√	
Alkali Sacaton	Sporobolus airoides				√	

Table A-2  
**RECOMMENDED PLANTS FOR LANDSCAPED GREEN BELTS**  
 IN THE 30'-100' FIRE BREAK TRANSITION ZONE

Species	Drought Tolerance	Erosion Control (30-60°) Slope	Growth Height	Mature Height (Inches)	Scale of Use
<i>Achillea tomentosa</i> Woolly Yarrow	Fair		Very Spreading	to 12	Small
<i>Atriplex gardneri</i> Gardner's Saltbush	Excellent	++	Semi Upright	12-18	Medium
<i>Atriplex semibaccata</i> Creeping Australian Saltbush	Excellent	++	Semi Upright	to 12	Large
<i>Cerastium tomentosum</i> Snow in Summer	Good		Spreading	4-6	Medium
<i>Euonymus fortunei</i> var. <i>radicans</i> Common Winter Creeper	Fair-Good	+	Very Spreading	18-24	Medium
<i>Potentilla verna</i> Spring Cinquefoil	Good	+	Spreading	3-6	Medium
<i>Santolina virens</i> Green Lavender Cotton	Excellent	++	Upright	18-24	Large
<i>Santolina chamaecyparissus</i> Lavender Cotton	Excellent	++	Upright	18-24	Large
<i>Vinca major</i> Periwinkle	Good	++	Very Spreading	18-24	Large
<i>Arctostaphylos uva-ursi</i> Bearberry	Excellent	++	Spreading	to 12	Large
<i>Hedera helix</i> English Ivy	Poor	++	Very Spreading	to 12	Large
<i>Hypericum calycinum</i> Aaron's Beard	Good	++	Upright	12-15	Medium - Large
<i>Ceanothus prostratus</i> Squaw Carpet	Excellent	++	Spreading	2-6	Medium

Footnotes for Table A-2

**Drought Tolerance:** Excellent - Little supplemental water needed during the dry season  
Very Good - Occasional watering needed 2-4 times during the dry season.  
Good - Requires moderate water (about once a month during dry season)  
Fair - Requires watering every 2-3 weeks.  
Poor - Needs frequent watering (every week to 10 days or more)

The above applies to established plants. Newly planted areas will require substantially more water.

**Erosion Control:** Each species is evaluated as to whether it is good (++) , fair (+), or not recommended for steeper slopes (30-60°).

**Growth Habit:** Very Spreading - Trailing stems or creeping along the ground.  
Spreading - Stems grow horizontally for short distances.  
Semi Upright - Plants grow more or less vertically and forming clumps.  
Upright - Plants distinctly vertical with little lateral spreading.

**Scale of Use:** Small - Best suited as a small-scale ground cover (limit use to a few hundred square feet)  
Medium - Good ground cover for medium sized areas.  
Large - Large area ground cover

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DA 9-1-93

APPLIES TO: SPW 5-19-96  
SPW 9-38-96

**WATER QUALITY MANAGEMENT PLAN**  
**SOUTHWEST POINTE GOLF COURSE**  
**RENO, NEVADA**

**June 10, 1996**

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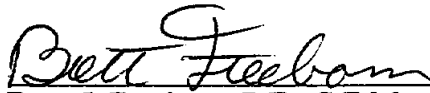
A Report Prepared For:

Southwest Pointe Partners  
P. O. Box 346  
Genoa, Nevada 89411

Southwest Pointe Golf Course  
Reno, Nevada

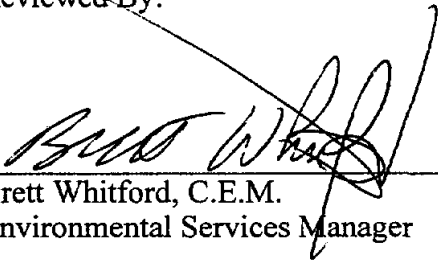
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June 10, 1996



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- B Table - Thomas Creek Volumetric Flow and Water Quality Data
  
- C Washoe County Utility Division Test Well Boring Logs
  
- D Application for Authorization to Use





## 1.0 EXECUTIVE SUMMARY

This document presents the Water Quality Management Plan (WQMP) for the Southwest Pointe development, hereafter referred to as the "Project." Plate 1 (Appendix A) shows the approximate Project location. The Project consists of a 36-hole golf course and residential development. The purpose of the WQMP is to present a workable plan to manage the surface water and groundwater quality at the project site during construction and during golf course operation. The WQMP includes a water quality monitoring program and a list of construction practices to be used at the project to reduce the chance of degrading the water quality in Thomas and Dry creeks.

Kleinfelder, Inc., developed the monitoring program to assess the pre-construction quality of surface water and to assess potential changes in surface water and groundwater quality during golf course operation. The monitoring program is summarized in the following bulleted items:

- Prior to golf course construction, sample and analyze surface water taken from Thomas and Dry creeks as it enters and leaves the Project. Dry Creek shall be gauged to measure volumetric flow. To establish baseline concentrations (pre-construction); a minimum of one sampling event should be performed before construction begins. Section 5.2 lists the analytical parameters.
- During golf course construction, quarterly sample and analyze surface water quarterly in Jones and Dry Creek, if flowing (Section 5.2).
- Graphically plot surface water analytical monitoring results to assess significant changes in water quality and summarize findings in a quarterly letter report.
- During golf course operation, sample and analyze water collected from three golf course green underdrain systems. The chemical analysis of these water samples will help determine if fertilizers or pesticides leach through the greens due to irrigation water and/or seasonal precipitation. A minimum of one baseline sampling event should be performed prior to first chemical/fertilizer application. Plate 2 shows the test green locations.
- During golf course operation, tri-annually sample and analyze surface water to compare with baseline/pre-construction water quality. If changes in water quality are observed the data will be evaluated to assess whether the changes are regional, climatic or a response to golf course operation. The Nevada Division of Environmental Protection (NDEP) and Washoe County maintain a non degradation policy. Any increasing trend is viewed as degradation. Golf course operations would need to be modified to stop the degradation.

Southwest Pointe will change the construction and/or golf course management techniques if monitoring parameter concentrations indicate a change in water quality is occurring due to golf course construction or operations. If necessary, physical/construction mitigation options will be considered. If management of the chemical application is successful, as shown by non-degradation, the golf course can petition Washoe County Department of Comprehensive Planning (WCDCP) to reduce or eliminate sampling requirements.



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## 2.0 INTRODUCTION

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Kleinfelder, Inc. prepared this WQMP for Southwest Pointe. This WQMP was prepared to satisfy Washoe County's Condition of Approval No. 61. The WCDGP requires the WQMP.

The Project consists of thirty-six hole golf course with a custom residential community. The WQMP is for the golf course construction and operation.

### 2.1 PURPOSE

The purpose of the WQMP is to present a working plan for managing the quality of the surface and groundwater at the Project site. As part of the WQMP, a water quality monitoring program was developed to assess the water quality prior to the Project construction, during construction and during operation of the golf course. In addition, the WQMP includes a list of construction practices that can be followed/implemented at the Project. These environmentally sound procedures can reduce the chances of degrading the water quality at the Project.



### 3.0 WATER QUALITY MANAGEMENT GOALS

---

This WQMP was developed as a plan to reduce the potential for irreversibly degrading the water quality at the Project. In addition, the WQMP will assess the impact the construction and operation of the Project may have on water quality, if any.

The phrase "water quality" is not synonymous with water pollution, but is rather, a quantification of the chemical/physical state of the water as it applies to its many beneficial uses. The water composition/chemistry reflects the natural and cultural responses to inputs and withdrawals to and from the system (Krenkel, 1980).

The surface water monitoring program will assess changes from the pre-construction water quality. An observed change in water quality that occurs during the project construction and operation, will be compared to background mean concentrations. The change will be assessed in order to determine the cause. If the change is attributed to Southwest Pointe, the practice causing the degradation will be modified or abandoned. The total suspended solids (TSS) and turbidity concentration in Thomas and Dry creeks are the primary or key monitoring parameters during the construction phase.

The golf course green underdrain monitoring program will assess water quality as the water moves down into the vadose zone. Because static groundwater level is 100 feet below ground surface or greater, the water quality information will help assess if leaching of chemicals could pose a threat to groundwater quality. If the water quality in the golf green underdrain samples indicates fertilizer could migrate deeper to groundwater, other monitoring systems may be required by WCDPC. Baseline golf course green underdrain monitoring will be initiated when the golf course construction nears completion, but before chemical application begins.

The preliminary greens to be monitored are numbers 1, 4 and 6. These greens are located adjacent to biologically sensitive areas. The proposed locations will increase the probability of detecting a potential problem early, before it becomes irreversible.

The golf course green underdrain leachate water quality should not show significant increase in nitrogen concentration because application at the optimum rate nitrogen is biologically utilized, sorbed, diluted, and chemically consumed. If over-applied, non-utilized nitrogen could migrate past the target soil profile and move into the golf green underdrain system and downward into the vadose zone. The utilization process should continue to reduce and retard the nitrogen flow until dissolved concentrations reach background levels. If elevated concentrations are detected in the golf green underdrain leachate, Southwest Pointe will need to modify the chemical application plan. If change in management techniques do not rectify the problem it may be necessary to install vadose zone monitoring system such as lysimeters.



Changes in water quality can represent natural seasonal fluctuations in response to above or below normal precipitation, from the golf course operation or off-site operations. The NDEP and WCDEP maintain a non-degradation policy, where any increasing pollutant concentration trend is considered degradation. The objective of Southwest Pointe is to prevent degradation of the surface and groundwater, and if degradation is observed, assess the cause and modify practices to mitigate the degradation.



## 4.0 GEOLOGIC AND HYDROGEOLOGIC SETTING

### 4.1 REGIONAL PHYSIOGRAPHY

The Project area is located in the southwest part of the Truckee Meadows. The Truckee Meadows is a structural depression within a region transitional between the Sierra Nevada and the Basin and Range Geomorphic provinces (Gates and Watters, 1992) not referenced. The eastern edge of the Sierra Nevada province is dominated by the Sierra Nevada fault system. This fault system is a zone of movement in which faults have an echelon course and predominantly have dip-slip offset (Bonham, 1969). The Sierra Nevada fault system resembles Basin and Range faults, and trends north to south, from Reno to Markleeville.

The project area is bounded by the Carson Range to the west and the Virginia Range on the east. The topography of the site generally slopes to the east and has a range of elevation from 4,800 feet to 5,920 feet. Thomas and Dry creeks are the main drainage features on the site. Dry Creek is an intermittent stream, while Thomas Creek normally flows year-round. Appendix B contains flow measurement and water quality data for Thomas Creek.

### 4.2 SITE GEOLOGY AND HYDROGEOLOGY

The Project is located on the upper (western) portion of the Mount Rose alluvial fan complex. Around the Truckee Meadows, Pleistocene, and Holocene faults are associated with the Sierra Nevada fault system. These faults are primarily north-south trending and bisect alluvial fans, including the Mount Rose fan complex. Similar faults have been mapped on the Project site (Bonham, 1983). There is evidence that suggests east-west trending faults are present that predate the north-south trending faults (Van deKamp and Goranson, 1990).

The Mount Rose fan complex is composed of an alluvial veneer over a volcanic pediment. The alluvium is composed of older Quaternary Donner Lake Outwash, overlain by younger Quaternary Tahoe Outwash. Both the Tahoe and Donner Lake units are glacial outwash stream deposits from major creeks that flowed from alpine glaciers on Mount Rose (Bonham, 1983). These outwash deposits consist primarily of volcanic rock with minor granitic cobbles.

Plate 2 shows the approximate locations and depth to water of monitoring wells installed by Washoe County Utility Division (WCUD) on the Project. In general, depth to groundwater is approximately 100 to 200 feet below the ground surface throughout the Project area. The depth to water measurements obtained were taken from drilling logs prepared for WCUD during the exploratory drilling on the Mt. Rose Fan. Appendix C contains a copy of the well logs.



## 5.0 WATER QUALITY MANAGEMENT

Management of the water quality at the Project will be accomplished by three primary activities. The first is construction and operation practices that will be implemented to reduce the effect the Project construction and operation has on the water quality. The second activity is the water quality monitoring program. The monitoring program will help maintain water quality by providing a method to detect problems before they become irreversible. Section 5.2 presents the theory and methodology behind the selected monitoring parameters and the sampling locations. In addition, the schedule and frequency for the monitoring events is included.

### 5.1 CONSTRUCTION MANAGEMENT ACTIVITIES

This construction management section presents procedures and construction techniques that will be utilized to reduce potential for degradation of Thomas and Dry creeks. This section is not intended to be a drainage plan, grading plan, or a Storm Water Pollution Prevention Plan.

The Project will be constructed and operated under the following general requirements and prohibitions:

1. The golf course will be designed in order to reduce surface water drainage that would cause erosion.
2. There shall be no removal of vegetation or disturbance of existing soil conditions except where adequate erosion control and storm water runoff control facilities are installed and operational.
3. Adequate erosion control and storm water runoff control facilities shall be installed, operated, and maintained to manage discharges from areas where existing ground surface conditions have been disturbed.
4. The discharge of surplus waste earthen material to drainage ways is prohibited.
5. The placement of waste earthen materials in such a manner as to allow the discharge of such materials to adjacent undisturbed land areas or to any surface water is prohibited.
6. There shall be no significant modification of stream channel geometry without proper notification of regulatory authorities.
7. Disturbed areas shall be adequately re-stabilized or re-vegetated. Re-vegetated areas shall be continually maintained until vegetation becomes established.
8. Surface flows from the Project site shall be controlled so as to reduce cause of downstream erosion at any point.
9. Surface waste earthen materials shall be removed from the Project site and deposited only at a legal point of disposal or adequately re-stabilized on-site.



10. Areas not subject to construction shall be marked and protected from soil disturbance.
11. Fresh concrete or cement shall not be allowed to contact or enter surface waters.
12. Stormwater runoff collection, pre-treatment, and infiltration disposal facilities for areas of completed construction shall be designed, installed, and maintained to preclude a discharge that exceeds the capacities of the stormwater detention and control system described in the grading plan.

## 5.2 WATER QUALITY MONITORING

Kleinfelder developed the WQMP considering the physical location of the monitoring points, the schedule of sampling, and the selection of the analytical parameters. We chose the analytical parameters as key indicators parameters in monitoring changes in water quality. The analytical assessment consists of monitoring for the following water quality indicator parameters:

<u>LABORATORY PARAMETERS:</u>	<u>SURFACE WATER</u>	<u>UNDERDRAIN LEACHATE</u>
Total Dissolved Solids (TDS)		X
Total Suspended Solids (TSS)	X	
Nitrate Nitrogen	X	X
Ammonia	X	X
Total Kjeldahl Nitrogen (TKN)	X	X
Individual pesticides used during golf course operations	X	X
Total Phosphorus	X	X
 <u>FIELD PARAMETERS:</u>		
pH	X	X
Turbidity	X	X
Electrical Conductivity	X	X

NOTE: The post-construction sampling/analyses will include analyses for pesticides used on the golf course.

The analyses will be performed by a laboratory certified/approved by the Nevada Division of Environmental Protection (NDEP).

The analytical parameters were selected to identify a variety of sources and pollutants. The following paragraphs present the rationale behind the selection of the analyses.

The TKN analysis is used to monitor for nitrogen and ammonia. The presence of elevated levels of TKN can indicate a relatively new source of pollution. Elevated TKN in upgradient Thomas Creek monitoring station SW-1 may indicate off-site degradation from septic systems leaching into the surface water. The ammonia analysis is used to assess the relative age or "freshness" of the



pollutants and to distinguish between organic and inorganic nitrogen in the TKN analysis. The nitrate and total phosphorous analyses will be used to monitor for the hydrolyzed fertilizers. The TSS analysis is used to monitor for erosion/runoff of sediment into Thomas and Dry creeks during the Project construction and operation. TDS concentration is monitored in the groundwater to assess changes in dissolved materials due to surface activity.

During the post-construction sampling of the golf course, each individual pesticide that is applied will be analyzed in both underdrain and surface water samples.

The field parameters, pH, electrical conductivity, and turbidity are used to monitor water quality changes and to support laboratory analyses. A significant change in any of the field parameters could indicate a change in water quality, either a natural seasonal change or a response to the Project construction and operation. Electrical conductivity can be used to estimate TDS and turbidity, and to some extent can be used to estimate TSS.

Sampling station locations, on Thomas and Dry creeks and golf green leachate sampling locations were selected to assess surface water quality entering and exiting the Project. The underdrain water collection systems will help assess fertilizer leaching in the vadose zone before it can degrade groundwater. The selected golf course green underdrain systems will be sampled a minimum of once for baseline data.

#### 5.2.1 Surface Water Monitoring Plan

The water quality monitoring of Thomas and Dry creeks includes sampling, laboratory analysis, and assessment of the results. Both creeks will be sampled at an upstream and downstream stations. Station SW-1 is located where Thomas Creek enters the Project property, and SW-2 is located where it exits the Project. Monitoring of Dry Creek sampling station SW-3 and SW-4, will depend whether it is flowing. During spring snow melt, Dry Creek may flow, but is dry the majority of the year. Dry Creek will be sampled and the volumetric flow gauged if it is flowing during the scheduled sampling dates. Plate 2 shows the approximate sampling station locations.

In order to establish a concentration baseline for the monitored parameters, the two surface water stations will be sampled a minimum of one times prior to construction start-up. Appendix B contains a summary table of analytical results for the upper Thomas Creek measured by NDEP. The baseline data will be used later to compare construction and operation concentrations for each parameter.

During construction of the Project, Thomas and Dry creeks will be sampled quarterly for the laboratory analytical parameters 5.2. In addition, bimonthly volumetric flow measurements for Jones will be obtained from Washoe County. NDEP analyzes the water quality in Thomas Creek monthly, and these results can be obtained to compare with Southwest Pointe's results. Section 6.0 presents possible mitigating options to be considered.

We understand WCDGP will require tri-annual monitoring of the surface water following the first round of seeding/fertilization. The tri-annual sampling will be performed in the spring, summer and late fall of each year. If construction or post-construction concentrations are statistically significantly different than pre-construction levels, corrective measures will be implemented. Appendix B, summarizes the monitoring schedule.





The table in section 5.2.2 summarizes the monitoring schedule.

### 5.2.2 Vadose Zone Groundwater Monitoring Plan

The water entering the vadose will be sampled from golf course green underdrain systems and analyzed to assess changes in water quality with time under golf greens 1, 4, and 6. Monitoring vadose zone water quality will help assess if groundwater can potentially be impacted.

Like the surface water, a baseline for pre-operation water quality will be established using analytical results from a minimum of one sampling events performed prior to the first chemical application/fertilization. Plate 2 shows the locations of the greens to be sampled.

The baseline, golf green, underdrain water quality monitoring will be performed a minimum of one time before the first chemical/fertilizer application to the golf course. The monitoring will include sampling, chemical analysis, and comparison to baseline concentrations. The data will be monitored in order to assess increasing concentrations at depth of analytical parameters. If concentrations appear to be increasing significantly, procedures will be modified. Section 6.0 presents possible golf course operation management techniques, and construction methods to mitigate the source/problems.

Golf course operation (post-construction) monitoring will be performed tri-annually each year following the first round of chemical/fertilization. The analytical constituents will be the same as the baseline events with the addition of analyses for individual pesticides used on the golf course. The tri-annual sampling will be performed in the spring, summer, and late fall of each year in conjunction with the surface water sampling. Table 1 summarizes the surface and vadose zone sampling schedule.



**TABLE 1**

**SURFACE AND VADOSE ZONE  
MONITORING SCHEDULE**

**SOUTHWEST POINTE GOLF COURSE WATER QUALITY MANAGEMENT PLAN  
RENO, NEVADA**

	<b>Pre-Construction Baseline</b>	<b>Construction</b>	<b>Golf Course Operation</b>
Surface Water - Thomas and Dry Creeks	Minimum of One Sampling Event	Quarterly Sampling and Reporting	Tri-annual Sampling and Reporting
Golf Green Underdrain Monitoring	Not Applicable	Minimum of One Baseline Sampling Event Before First Chemical Application	Tri-annual Sampling and Reporting

**5.2.3 Water Quality Reporting**

The golf course construction quarterly surface water monitoring results will be presented to WCDP in a letter format summarizing monitoring events, analytical data and findings/conclusions. The letter report will be submitted to WCDP and NDEP within 30 days of Southwest Pointe receiving analytical report data. The letter report will discuss the changes in water quality, if any. Additionally, a tabulation of current, post, and baseline analytical data will be included. When the tri-annual sampling begins, the report presentation will coincide with sampling events.



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## 6.0 MITIGATION OPTIONS

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The water quality monitoring program was designed to detect changes in water quality. If water quality changes are detected and show a trend of increasing concentration, or if water quality standards are approached, mitigating options will be considered. The options available range from management techniques to physical abatement structures. The following items represents possible mitigation alternatives:

- Elimination or exchange of a potential environmentally unsafe material for a less harmful material/chemical.
- Reduction of the concentration or frequency of chemical application.
- Modification to the irrigation frequency/timing.
- Collection and treatment of underdrain leachate.



## 7.0 REFERENCES

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**STEAMBOAT CREEK SYSTEM**  
FEBRUARY 1998

DIVISION OF ENVIRONMENTAL PROTECTION  
BUREAU OF WATER QUALITY PLANNING  
SURFACE/GRAB SAMPLES

00310  
BOD

00335  
COD

31644  
E. COLI  
#/100ML

31811  
FECAL  
COLI  
#/100ML

31679  
FECAL  
BTREP  
#/100ML

00289  
OXYGEN  
CRS  
MG/L

00060  
FLOW  
MEAN/DAY  
CFS

00081  
FLOW  
INST  
CFS

00010  
TEMP  
DEG C

00946  
SULFATE  
DIS  
MG/L

00941  
CHLORIDE  
DIS  
MG/L

00665  
PHOSPH  
TOT  
MG/L

00871  
PHOSPH  
DIS P  
MG/L

00408  
NITRATE  
DIS N  
MG/L

00616  
NITRATE  
DIS N  
MG/L

DATE	TIME	00616 NITRATE DIS N MG/L	00408 NITRATE DIS N MG/L	00871 PHOSPH DIS P MG/L	00665 PHOSPH TOT MG/L	00941 CHLORIDE DIS MG/L	00946 SULFATE DIS MG/L	00010 TEMP DEG C	00081 FLOW INST CFS	00060 FLOW MEAN/DAY CFS	00289 OXYGEN CRS MG/L	31679 FECAL BTREP #/100ML	31811 FECAL COLI #/100ML	31644 E. COLI #/100ML	00335 COD	00310 BOD
01-Feb-89	1255	0.05	0.10 K	0.04	0.04	0	0	1.5	5.00	12.0	9.2	90	10	14.50	0.70	
05-Apr-89	1212	0.05	0.10 K	0.04	0.06	0	0	8.8	4.00	10.0	10.0	20	10 K	1.50	1.00	
06-Jun-89	1049	0.02	0.10 K	0.03	0.07	0	0	10.0	2.00	9.0	9.0	50	10 K	9.20		
01-Aug-89	1046	0.04	0.10 K	0.04	0.06	0	0	6.5	1.00	10.1	10.1	110	10	14.20		
05-Oct-89	1045	0.02	0.10 K	0.05	0.06	0	0	-3.5		12.2	12.2	30	30	10.70		
05-Dec-89	1045	0.17	0.10 K	0.04	0.06	0	0	3.6		14.5	14.5	10	10 K	7.80	1.40	
14-Feb-90	1050	0.07	0.10 K	0.04	0.06	0	0	1.5	3.90	11.3	11.3	10	10 K	10.40	2.30	
10-Apr-90	1044	0.04	0.10 K	0.04	0.05	0	0	5.0	3.00	9.4	9.4	1260	40	6.50	0.05	
05-Jun-90	1115	0.03	0.10 K	0.04	0.05	0	0	15.5	4.00	10.8	10.8	100	10 K	2.50	0.40	
07-Aug-90	1055	0.00	0.10 K	0.04	0.05	0	0	1.3	2.00	10.7	10.7	120	10 K	6.60	0.70	
09-Oct-90	1043	0.01	0.10 K	0.04	0.05	0	0	2.0	4.00	11.3	11.3	10	10 K	9.80	1.80	
05-Feb-91	1095	0.02	0.10 K	0.04	0.05	0	0	4.5	2.00	9.6	9.6	10	10 K	10.50	1.40	
09-Apr-91	1110	0.01	0.10 K	0.04	0.06	0	0	7.1	2.00	8.2	8.2	30	30	13.50	2.10	
14-Aug-91	1110	0.00	0.10 K	0.04	0.07	0	0	14.2	2.00	5.0	5.0	180	10 K	8.60	1.80	
05-Jun-91	1100	0.02	0.10 K	0.05	0.06	0	0	8.5	2.00	10.5	10.5	10	10 K	6.50	1.60	
16-Oct-91	1145	0.01	0.10 K	0.04	0.05	0	0	0.0	4.00	11.6	11.6	10	10 K	12.2	0.70	
03-Dec-91	1140	0.00	0.10 K	0.04	0.07	0	0	4.9	2.00	8.1	8.1	150	50	8.60	2.10	
04-Feb-92	1140	0.00	0.10 K	0.04	0.04	0	0	13.0	1.00	9.3	9.3	40	40	6.50	1.80	
07-Apr-92	1133	0.01	0.10 K	0.04	0.08	0	0	14.0	1.00	9.4	9.4	10	10 K	12.2	0.70	
02-Jun-92	1125	0.02	0.10 K	0.07	0.05	0	0	7.5	2.00	10.2	10.2	10	10 K	7.30	0.80	
11-Aug-92	1155	0.02	0.10 K	0.04	0.05	0	0	2.0	2.00	8.3	8.3	20	20	15.10	2.00	
13-Oct-92	1132	0.02	0.10 K	0.04	0.04	0	0	3.5	5.00	8.4	8.4	300	60	3.70	1.20	
15-Dec-92	1150	0.02	0.10 K	0.04	0.05	0	0	2.0	2.00	9.5	9.5	180	10 K	8.00	1.00	
00-Feb-93	1200	0.00	0.10 K	0.04	0.06	0	0	7.0	7	10.9	10.9	20	10 K	11.00	2.00 K	
13-Apr-93	1155	0.05	0.10 K	0.04	0.06	0	0	12.0	3.00	9.6	9.6	10	10 K	11.00	2.00 K	
04-May-93	1215	0.04	0.10 K	0.03	0.07	0	0	6.0	3.00	8.9	8.9	250	40	6.00	2	
08-Jun-93	1240	0.04	0.10 K	0.03	0.05	0	0	12.0	0.70	8.4	8.4	40	40	6.00	1.60	
07-Jul-93	1220	0.03	0.10 K	0.03	0.05	0	0	1.0	1.00	9.3	9.3	180	10 K	17.00	1.60	
10-Aug-93	1270	0.03	0.10 K	0.05	0.07	0	0	1.0	2.00	11.0	11.0	10	10 K	8.00	1.40	
08-Sep-93	1150	0.03	0.10 K	0.04	0.12	0	0	6.0	3.00	10.6	10.6	10	10 K	130	10 K	
06-Oct-93	1155	0.06	0.10 K	0.06	0.04	0	0	1.5	3.00	9.6	9.6	10	10 K	130	10 K	
07-Dec-93	1140	0.04	0.10 K	0.04	0.06	0	0	6.0	3.00	8.9	8.9	10	10 K	130	10 K	
08-Feb-94	1205	0.01	0.10 K	0.04	0.05	0	0	6.0	0.70	8.4	8.4	40	40	11.00	2.00 K	
17-Apr-94	1215	0.02	0.10 K	0.04	0.04	0	0	12.0	1.00	9.3	9.3	180	10 K	6.00	1.60	
07-Jun-94	1115	0.04	0.10 K	0.05	0.11	0	0	6.9	2.00	11.0	11.0	10	10 K	17.00	1.60	
18-Aug-94	1125	0.02	0.10 K	0.03	0.06	0	0	1.0	4	11.2	11.2	10	10 K	8.00	1.40	
11-Oct-94	1125	0.01	0.10 K	0.03	0.06	0	0	5.5	6.00	10.6	10.6	10	10 K	8.00	1.40	
14-Dec-94	1125	0.01	0.10 K	0.05	0.08	0	0	8.0		9.5	9.5	30	30	130	10 K	
15-Feb-95	1120	0.03	0.10 K	0.04	0.06	0	0	6.0		9.8	9.8	150	10 K	8.00	1.40	
11-Apr-95	1205	0.02	0.10 K	0.04	0.06	0	0	4.0		10.2	10.2	60	60			
13-Jun-95	1120	0.02	0.10 K	0.04	0.06	0	0	6.0		10.2	10.2	60	60			
08-Aug-95	1110	0.01	0.10 K	0.04	0.06	0	0	6.0		10.2	10.2	60	60			
09-Oct-95	1130	0.01	0.10 K	0.04	0.06	0	0	6.0		10.2	10.2	60	60			

P=TOO NUMEROUS TO COUNT

C=CALCULATED VALUE  
O=SAMPLED, BUT ANALYSIS NOT PERFORMED

K=LESS THAN  
L=GREATER THAN

THOMAS CREEK

DIVISION OF ENVIRONMENTAL PROTECTION BUREAU OF WATER QUALITY PLANNING SURFACEWATER SAMPLES		STEAMBOAT CREEK SYSTEM FEBRUARY 1990															
DATE	TIME	UG/L	01027 Cd	01034 Cr	01042 Cu	01045 Fe	01051 Pb	71900 Hg	01147 S <sub>P</sub>	01092 Zn	01002 As	01022 B	00918 Ca	00928 Mg	00921 Mg	00931 SAR	46170 HARDNESS
			UG/L	UG/L	UG/L	UG/L	UG/L	UG/L	UG/L	UG/L	UG/L	UG/L	MG/L	MG/L	MG/L		MG/L
THOMAS CREEK																	
310207	01-Aug-89	1048	1.0 K	5.0 K	40.0	320.0	5.0 K	0.5 K	1.0 K	30.0	0.0	0.0					
310207	03-Dec-91	1145	1.0 K	5.0 K	0.0	200.0	5.0 K	0.5 K	1.0 K	0.0	3.0 K	0.0					
310207	08-Feb-94	1205	1.0	5.0	0.0	150.0	5.0 K	0.5 K	1.0 K	0.0	3.0 K	0.0	8.0	7.0	4.0	0.5	38

C=CALCULATED VALUE  
O=SAMPLED, BUT ANALYSIS NOT PERFORMED

K=LESS THAN  
L=GREATER THAN



PRINT OR TYPE ONLY  
 DO NOT WRITE ON BACK

WELL DRILLER'S REPORT

Please complete this form in its entirety in accordance with NRS 534.170 and NAC 534.340

NOTICE OF INTENT NO. 20755

1. OWNER WASHOE COUNTY UTILITY ADDRESS AT WELL LOCATION TH-1  
 MAILING ADDRESS DIVISION NONE  
Box 11130 Reno NV 89520  
 2. LOCATION NW 1/4 NW 1/4 Sec. 24 T. 18 S. R. 19 E. WASHOE County  
 PERMIT NO. 57160 Issued by Water Resources Parcel No. NA Subdivision Name NA

3. WORK PERFORMED  
 New Well  Replace  Recondition  
 Deepen  Abandon  Other \_\_\_\_\_  
 4. PROPOSED USE  
 Domestic  Irrigation  Test  
 Municipal/Industrial  Monitor  Stock  
 5. WELL TYPE  
 Cable  Rotary  RVC  
 Air  Other \_\_\_\_\_

6. LITHOLOGIC LOG

Material	Water Strata	From	To	Thickness
SILT, SAND, GRVL		0	240	240
COBBLES				
SANDY, SILTY CLAY		240	300	60
CLAY		300	320	20
GRVLY, SANDY CLAYS		320	460	140
CLAY, SANDY GRVL		460	510	50
CLAY ALTERED ANDRESITE		510	580	70
HARD ANDRESITE		580	590	10

8. WELL CONSTRUCTION  
 Depth Drilled 590 Feet Depth Cased 504 Feet  
 HOLE DIAMETER (BIT SIZE)  
 From 8 3/4 Inches To 0 Feet 590 Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet \_\_\_\_\_ Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet \_\_\_\_\_ Feet

CASING SCHEDULE

Size O.D. (Inches)	Weight/Ft. (Pounds)	Wall Thickness (Inches)	From (Feet)	To (Feet)
<u>2 1/2</u>		<u>1/4</u>	<u>+4</u>	<u>504</u>

Perforations:  
 Type perforation SAWCUT  
 Size perforation 3x 3/8"  
 From 189 feet to 504 feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet

Surface Seal:  Yes  No  
 Depth of Seal 50 FT  
 Placement Method:  Pumped  Poured  
 Seal Type:  
 Neat Cement  
 Cement Grout  
 Concrete Grout  
 Gravel Packed:  Yes  No  
 From 50 feet to 504 feet

9. WATER LEVEL  
 Static water level 211.1 ? feet below land surface  
 Artesian flow No G.P.M. \_\_\_\_\_ P.S.I. \_\_\_\_\_  
 Water temperature 60.0 °F Quality ?

10. DRILLER'S CERTIFICATION  
 This well was drilled under my supervision and the report is true to the best of my knowledge.  
 Name NEVADA DRILLING, INC Contractor  
 Address Box 21548 Contractor  
CARSON CITY NV 89721  
 Nevada contractor's license number issued by the State Contractor's Board 13697A  
 Nevada driller's license number issued by the Division of Water Resources, the on-site driller 1790  
 Signed Joe Leitch  
 By driller performing actual drilling on site or contractor  
 Date 11/20/92

Date started 6/3 1992  
 Date completed 6/17 1992

7. WELL TEST DATA

TEST METHOD:	Bailer	Pump	Air Lift
<input type="checkbox"/> Bailer <input type="checkbox"/> Pump <input checked="" type="checkbox"/> Air Lift			
G.P.M.	Draw Down (Feet Below Static)	Time (Hours)	
<u>10</u>		<u>6</u>	

Log No. \_\_\_\_\_  
 Permit No. \_\_\_\_\_  
 Basin \_\_\_\_\_

PRINT OR TYPE ONLY  
 DO NOT WRITE ON BACK

WELL DRILLER'S REPORT

Please complete this form in its entirety in accordance with NRS 534.170 and NAC 534.340

NOTICE OF INTENT NO 20756

1. OWNER Washoe County Utility ADDRESS AT WELL LOCATION TH-2  
 MAILING ADDRESS Division  
Box 11130 Reno, NV 89520  
 2. LOCATION NE 1/4 SE 1/4 Sec. 15 T 18 R 19 E Washoe County  
 PERMIT NO. \_\_\_\_\_ Issued by Water Resources \_\_\_\_\_ Parcel No. \_\_\_\_\_ Subdivision Name NA

3. WORK PERFORMED  
 New Well  Replace  Recondition  
 Deepen  Abandon  Other \_\_\_\_\_  
 4. PROPOSED USE  
 Domestic  Irrigation  Test  
 Municipal/Industrial  Monitor  Stock

6. LITHOLOGIC LOG

Material	Water Strata	From	To	Thickness
COARSE SAND, GRUVA, COBBLES		0	69	69
SANDY, SILTY, CLAY		69	80	11
COARSE SAND/GRUVA		80	100	20
SOFT SILTSTONE OF TRUCKEE FM		100	220	120
SILTY SANDSTONE OF TRUCKEE FM		220	308	88
CLAY ALTERED ANDESITE		308	320	12
HARD ANDESITE		320	340	20

8. WELL CONSTRUCTION  
 Depth Drilled 340 Feet Depth Cased 313 Feet  
 HOLE DIAMETER (BIT SIZE)  
 From 8 3/4 Inches To 3 1/2 Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet \_\_\_\_\_ Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet \_\_\_\_\_ Feet

CASING SCHEDULE

Size O.D. (Inches)	Weight/Ft. (Pounds)	Wall Thickness (Inches)	From (Feet)	To (Feet)
<u>2 1/2</u>		<u>1/4</u>	<u>+4</u>	<u>313</u>

Perforations:  
 Type perforation SAWCUT  
 Size perforation 3/32  
 From 82 feet to 313 feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet

Surface Seal:  Yes  No Seal Type:  
 Neat Cement  
 Cement Grout  
 Concrete Grout  
 Depth of Seal 50  
 Placement Method:  Pumped  Poured  
 Gravel Packed:  Yes  No  
 From 50 feet to 340 feet

9. WATER LEVEL  
 Static water level 96.7 feet below land surface  
 Artesian flow NO G.P.M. \_\_\_\_\_ P.S.I. \_\_\_\_\_  
 Water temperature Cold °F Quality ?

10. DRILLER'S CERTIFICATION  
 This well was drilled under my supervision and the report is true to the best of my knowledge.  
 Name NEVADA DRILLING, INC. Contractor  
 Address Box 21548 Contractor  
CARSON CITY, NV 89721  
 Nevada contractor's license number issued by the State Contractor's Board 13697A  
 Nevada driller's license number issued by the Division of Water Resources, the on-site driller 1790  
 Signed Joe Perich  
 By driller performing actual drilling on site or contractor  
 Date 11/20/92

Date started 6/19 1992  
 Date completed 6/24 1992

7. WELL TEST DATA

TEST METHOD:	G.P.M.	Draw Down (Feet Below Static)	Time (Hours)
<input type="checkbox"/> Bailer <input type="checkbox"/> Pump <input checked="" type="checkbox"/> Air Lift	<u>+20</u>		<u>6-8</u>

PRINT OR TYPE ONLY  
 DO NOT WRITE ON BACK

WELL DRILLER'S REPORT

Please complete this form in its entirety in accordance with NRS 534.170 and NAC 534.340

Log No. \_\_\_\_\_  
 Permit No. \_\_\_\_\_  
 Basin \_\_\_\_\_

NOTICE OF INTENT NO. 20757

1. OWNER WASHOE COUNTY UTILITY ADDRESS AT WELL LOCATION TH-3  
 MAILING ADDRESS DIVISION  
Box 11130 RENO, NV 89520  
 2. LOCATION SE 1/4 NE 1/4 Sec. 22 T. 18 N/S R. 19 E WASHOE County  
 PERMIT NO. M10-363 Parcel No. NA Subdivision Name NA  
 Issued by Water Resources

3. WORK PERFORMED  
 New Well  Replace  Recondition  Domestic  
 Deepen  Abandon  Other \_\_\_\_\_  Municipal/Industrial  Monitor  Test  Stock

4. PROPOSED USE

5. WELL TYPE  
 Cable  Rotary  RVC  
 Air  Other \_\_\_\_\_

6. LITHOLOGIC LOG

Material	Water Strata	From	To	Thickness
SILT, SAND, GRV CLAYS		0	100	100
CLAY, SILT, SAND		100	280	180
SILTSTONE OF TRUCKEE FM		280	400	120
SANDY, PEBBLY, SILT		400	560	160
ALTERED VOLCANICS		560	585	25
CLAYEY, PEBBLY, SILT		585	635	50
ALTERED VOLCANICS & BED ROCK		635	680	45

8. WELL CONSTRUCTION 680 627  
 Depth Drilled 680 Feet Depth Cased 627 Feet  
 HOLE DIAMETER (BIT SIZE)  
8 3/4 Inches From 0 Feet 680 Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet \_\_\_\_\_ Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet \_\_\_\_\_ Feet

CASING SCHEDULE

Size O.D. (Inches)	Weight/Ft. (Pounds)	Wall Thickness (Inches)	From (Feet)	To (Feet)
<u>2 1/2</u>		<u>1/4</u>	<u>1</u>	<u>627</u>

Perforations:  
 Type perforation SAWCUT  
 Size perforation 3 x 3/32  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet

Surface Seal:  Yes  No Seal Type:  
 Neat Cement  
 Cement Grout  
 Concrete Grout  
 Placement Method:  Pumped  
 Poured  
 Gravel Packed:  Yes  No 627  
 From 50 feet to \_\_\_\_\_ feet

9. WATER LEVEL ?  
 Static water level No feet below land surface  
 Artesian flow None G.P.M. ? P.S.I. ?  
 Water temperature \_\_\_\_\_ °F Quality \_\_\_\_\_

10. DRILLER'S CERTIFICATION  
 This well was drilled under my supervision and the report is true to the best of my knowledge.  
NEVADA DRILLING, INC  
 Name \_\_\_\_\_ Contractor  
 Address Box 21548  
CARSON CITY, NV 89721

Date started 6/26 1992  
 Date completed 7/2 1992

7. WELL TEST DATA

TEST METHOD:	G.P.M.	Draw Down (Feet Below Static)	Time (Hours)
<input type="checkbox"/> Bailer <input type="checkbox"/> Pump <input checked="" type="checkbox"/> Air Lift	<u>120</u>		<u>6-8</u>

Nevada contractor's license number issued by the State Contractor's Board 13697  
 Nevada driller's license number issued by the Division of Water Resources, the on-site driller 1790  
 Signed Joe Reich  
 \_\_\_\_\_ driller performing actual drilling on site or contractor  
 Date 11/20/92

Log No. \_\_\_\_\_  
 Permit No. \_\_\_\_\_  
 Basin \_\_\_\_\_

PRINT OR TYPE ONLY  
 DO NOT WRITE ON BACK

WELL DRILLER'S REPORT

Please complete this form in its entirety in accordance with NRS 534.170 and NAC 534.340

NOTICE OF INTENT NO. 20758

1. OWNER WASHOE COUNTY UTILITY ADDRESS AT WELL LOCATION TH-4  
 MAILING ADDRESS DIVISION #4 NONE  
Box 11130 RENO, NV 89520  
 2. LOCATION SW 1/4 SW 1/4 Sec. 23 T. 18 S. R. 19 E. WASHOE County  
 PERMIT NO. 52161 Issued by Water Resources NONE Parcel No. NONE Subdivision Name

3. WORK PERFORMED  
 New Well  Replace  Recondition  
 Deepen  Abandon  Other \_\_\_\_\_  
 4. PROPOSED USE  
 Domestic  Irrigation  Test  
 Municipal/Industrial  Monitor  Stock  
 5. WELL TYPE  
 Cable  Rotary  RVC  
 Air  Other \_\_\_\_\_

6. LITHOLOGIC LOG

Material	Water Strata	From	To	Thickness
CLAY LOAM		0	2	2
CEMENTED GRVL, COBBLES, BLDRS		2	160	158
SILT, SAND, GRV X		160	740	580
TRUCKEE FM, SILTSTONE		740	1100	360

8. WELL CONSTRUCTION  
 Depth Drilled: 1100 Feet Depth Cased: 714 Feet  
 HOLE DIAMETER (BIT SIZE)  
 From 8 3/4 Inches To 1100 Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet \_\_\_\_\_ Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet \_\_\_\_\_ Feet

CASING SCHEDULE

Size O.D. (Inches)	Weight/Ft. (Pounds)	Wall Thickness (Inches)	From (Feet)	To (Feet)
<u>2 1/2</u>			<u>+4</u>	<u>714</u>

Perforations:  
 Type perforation SAWCUT  
 Size perforation 3 x 3/32  
 From 210 feet to 714 feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet

Surface Seal:  Yes  No Seal Type:  
 Neat Cement  
 Cement Grout  
 Concrete Grout  
 Depth of Seal 50  
 Placement Method:  Pumped  Poured  
 Gravel Packed:  Yes  No  
 From 50 feet to 1100 feet

9. WATER LEVEL  
 Static water level 228 feet below land surface  
 Artesian flow \_\_\_\_\_ G.P.M. \_\_\_\_\_ P.S.I.  
 Water temperature Cool °F Quality ?

10. DRILLER'S CERTIFICATION  
 This well was drilled under my supervision and the report is true to the best of my knowledge.

Name NEVADA DRILLING, INC Contractor  
 Address Box 21548 Contractor  
CARSON CITY, NV 89721  
 Nevada contractor's license number issued by the State Contractor's Board 13697A  
 Nevada driller's license number issued by the Division of Water Resources, the on-site driller 1790  
 Signed Joe Reich  
 By driller performing actual drilling on site or contractor  
 Date 11/17/92

Date started 7/7 1992  
 Date completed 7/21 1992

7. WELL TEST DATA

TEST METHOD:	G.P.M.	Draw Down (Feet Below Static)	Time (Hours)
<input type="checkbox"/> Bailer <input type="checkbox"/> Pump <input checked="" type="checkbox"/> Air Lift	<u>30±</u>	<u>8</u>	

Log No. \_\_\_\_\_  
 Permit No. \_\_\_\_\_  
 Basin \_\_\_\_\_

PRINT OR TYPE ONLY  
 DO NOT WRITE ON BACK

WELL DRILLER'S REPORT

Please complete this form in its entirety in accordance with NRS 534.170 and NAC 534.340

NOTICE OF INTENT NO. 20759

1. OWNER WASHOE COUNTY UTILITY ADDRESS AT WELL LOCATION TH-5  
 MAILING ADDRESS DIVISION  
Box 11130 RENO, NV 89520  
 2. LOCATION NE 1/4 SW 1/4 Sec. 14 T. 18 N. R. 19 E. WASHOE County  
 PERMIT NO. 57162 NA Subdivision Name NA  
Issued by Water Resources Parcel No.

3. WORK PERFORMED  
 New Well  Replace  Recondition  
 Deepen  Abandon  Other \_\_\_\_\_  
 4. PROPOSED USE  
 Domestic  Irrigation  Test  
 Municipal/Industrial  Monitor  Stock  
 5. WELL TYPE  
 Cable  Rotary  RVC  
 Air  Other \_\_\_\_\_

6. LITHOLOGIC LOG

Material	Water Strata	From	To	Thick-ness
SANDS, GRAVLS, COBBLES, BLDGS		0	85	85
SANDS, GRAVLS, SILTS		85	155	70
SILTY CLAY		155	200	45
TRUCKEE FM SILTSTONE		200	400	200
CLAY, ALTERED		400	575	175
VOLCANICS				
ANDESITE		575	630	55

8. WELL CONSTRUCTION  
 Depth Drilled: 630 Feet Depth Cased: 605 Feet  
 HOLE DIAMETER (BIT SIZE)  
 From 8 3/4 Inches To 0 Feet 630 Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet \_\_\_\_\_ Feet  
 \_\_\_\_\_ Inches \_\_\_\_\_ Feet \_\_\_\_\_ Feet

CASING SCHEDULE

Size O.D. (Inches)	Weight/Ft. (Pounds)	Wall Thickness (Inches)	From (Feet)	To (Feet)
<u>2 1/2</u>		<u>1/4</u>	<u>14</u>	<u>605</u>

Perforations:  
 Type perforation SAWCUT  
 Size perforation 3 x 3/32  
 From 357 feet to 605 feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet  
 From \_\_\_\_\_ feet to \_\_\_\_\_ feet

Surface Seal:  Yes  No Seal Type:  
 Depth of Seal 50  Neat Cement  
 Placement Method:  Pumped  Cement Grout  
 Poured  Concrete Grout  
 Gravel Packed:  Yes  No  
 From 50 feet to 630 feet

9. WATER LEVEL  
 Static water level 148 feet below land surface  
 Artesian flow NO G.P.M. \_\_\_\_\_ P.S.I. \_\_\_\_\_  
 Water temperature 60.0 °F Quality ?

10. DRILLER'S CERTIFICATION  
 This well was drilled under my supervision and the report is true to the best of my knowledge.  
 Name NEVADA DRILLING, INC Contractor  
 Address Box 21548 Contractor  
CARSON CITY, NV 89721  
 Nevada contractor's license number issued by the State Contractor's Board 13697A  
 Nevada driller's license number issued by the Division of Water Resources, the on-site driller 1790  
 Signed Joe Reisch  
 Driller performing actual drilling on site or contractor  
 Date 11/20

Date started 8/5, 1992  
 Date completed 10/19, 1992

7. WELL TEST DATA

TEST METHOD:	G.P.M.	Draw Down (Feet Below Static)	Time (Hours)
<input type="checkbox"/> Bailor <input type="checkbox"/> Pump <input checked="" type="checkbox"/> Air Lift	<u>2.0 ±</u>		<u>8</u>

APPENDIX D  
APPLICATION FOR AUTHORIZATION TO USE

WATER QUALITY MANAGEMENT PLAN  
SOUTHWEST POINTE GOLF COURSE  
RENO, NEVADA

June 10, 1996

TO: Kleinfelder, Inc.  
3189 Mill Street  
Reno, Nevada 89502

FROM: (Please clearly identify name and address of person/entity applying for permission to use or copy this document)

Gentlemen:

Applicant \_\_\_\_\_ hereby applies for permission to:  
[State here the use(s) contemplated]

for the purpose(s) of:  
[State here why you wish to do what is contemplated as set forth above]

Applicant understands and agrees that "Water Quality Management Plan, Southwest Pointe Golf Course, Reno, Nevada," dated May 29, 1996, Job No. 30-2447-02, is a copyrighted document, that Kleinfelder, Inc. is the copyright owner and that unauthorized use or copy of said document is strictly prohibited without the express written permission of Kleinfelder, Inc. Applicant understands that Kleinfelder, Inc. may withhold such permission at its sole discretion, or grant such permission upon such terms and conditions as it deems acceptable, such as the payment of a re-use fee.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Applicant*

By: \_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

- The plan provisions are consistent with the adopted preliminary development agreement.
  - Among the provisions the site plans include are:
    - Lot and block layouts and locations
    - Street patterns, elevations, and grades
    - Delineation of common areas
    - Location of project entry
    - Layouts and location of the golf courses and associated clubhouse and maintenance facilities
    - Sites for recreational amenities
    - School sites
    - Nevada Division of Forestry fire station site
    - Public and private trails and connections to the regional trail system
    - Perimeter residential lot fencing
    - Community fencing
    - Earthquake faults
    - Some private common driveways
    - Emergency access
    - Proposed and existing wells and water storage tanks
    - Wetlands, Maps Flood Zone "A" of the Flood Insurance Rate, and Waters of the USA
    - Locations of cut and fill slopes along the perimeter
  - All of these plan provisions are consistent with the preliminary Development Agreement approved by Washoe County.
- The plan provisions satisfy the requirements specified in the Conditions of Approval specified by Washoe County for the preliminary Development Agreement.

- **The floor area proposed for nonresidential use is not increased;**
  - **The nonresidential uses will comply with all requirements of the Washoe County Code, including parking and landscaping. No waivers were requested or granted.**
  - **Specific uses, when established, will determine the ratio of floor area to lot size. No deviation from code requirements has been requested and none is being permitted by the Final Development Agreement.**
  
- **The total ground area covered by buildings and the height of buildings is not increased; and**
  - **Southwest Pointe is primarily a residential project with ancillary recreational amenities and public facilities. The ground area covered by the residential structures will correspond to developments of similar nature and quality.**
  - **As referenced in the finding on floor area, no deviation from code requirements has been requested and none is being permitted by the Final Development Agreement.**
  - **The height of residential and nonresidential structures will comply with the adopted Development Standards Handbook. No blanket variances have been requested or are being granted.**



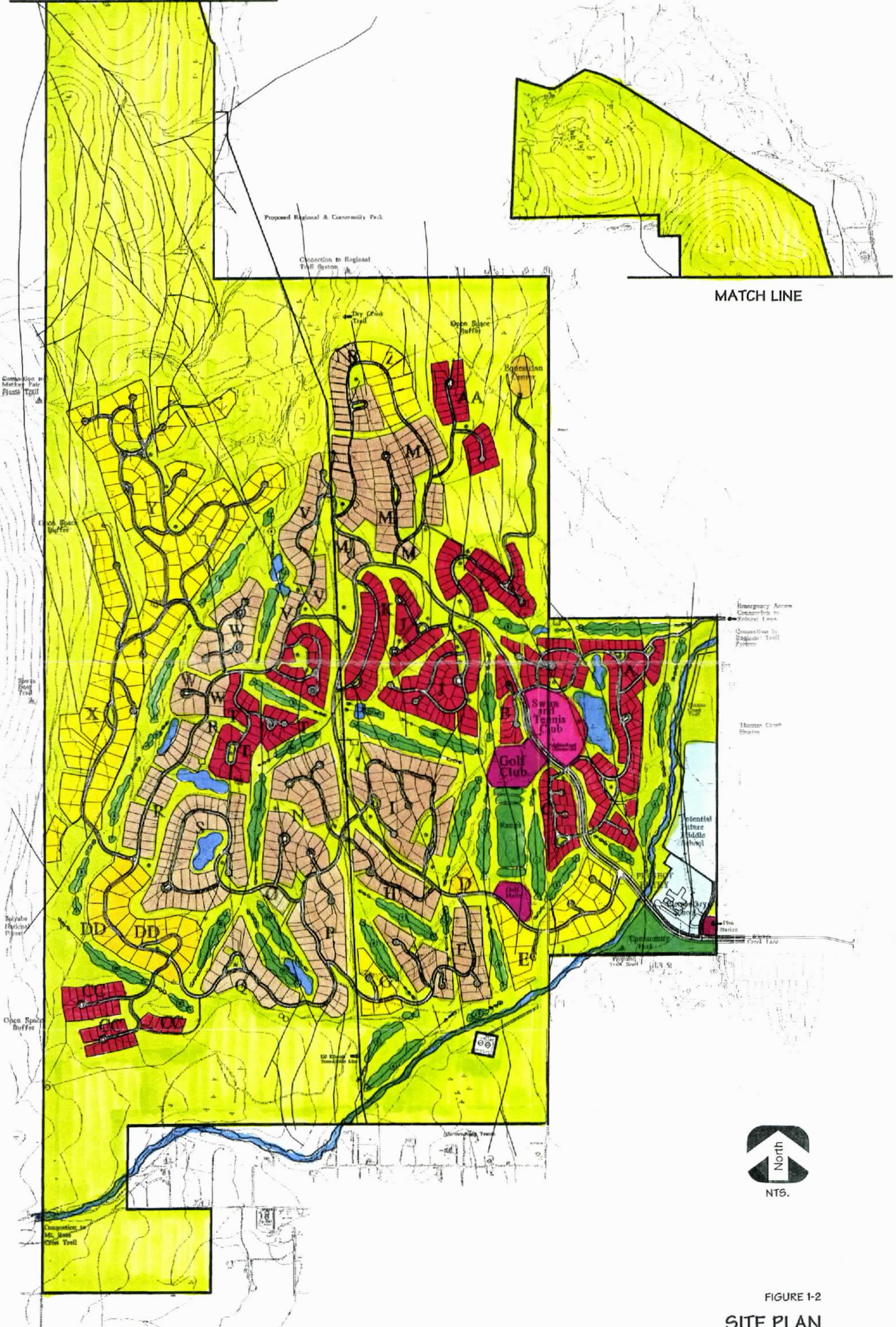
- **The proposed ratio of residential to nonresidential use is not changed;**
  - **The proposed public facilities and commercial site are located within the same area and are of the same size as those previously approved by Washoe County.**
  - **All undeveloped open space areas and developed common areas are located within the same areas and are of the same size as those previously approved by Washoe County.**
  - **All golf courses and related recreational and ancillary facilities are located within the same areas and are of the same size as those previously approved by Washoe County.**
  
- **The area set aside for common open space is not reduced or the area is not substantially relocated;**
  - **All undeveloped open space areas and developed common areas are located within the same areas and are of the same size as those previously approved by Washoe County.**
  - **The proposed system of trails corresponds to the system adopted by Washoe County and includes approximately six miles of public trails.**
  - **Approximately 1500 acres of undisturbed, natural open space will be dedicated to Washoe County as the development of Southwest Pointe progresses.**

The Director of the Department of Development Review has forwarded the Final Development Agreement to the Board of County Commissioners. The Director has determined that the findings required by Article 814 of the Development Code can be made. Those findings and the rationale for supporting them follows:

- The proposed gross residential density or intensity of use is not changed:
  - The number of dwelling units (d.u.) permitted by the preliminary Development Agreement approved by the BCC on November 8, 1994, 1090, equals the number in the Final Development Agreement that is being presented for approval.
  - That number is the same as when the Development Agreement was first proposed in September 1993 and is based upon figures provided by Washoe County which were developed from existing zoning on the Southwest Truckee Meadows Area Plan. Those figures are:
    - 307 acres were zoned Low Density Suburban (LDS) which permits a density of 1.00 d.u. per acre and yielded 307 residential lots.
    - 1,800 acres were zoned High Density Rural (HDR) which permits a density of 0.40 d.u. per acre and yielded 720 residential lots.
    - 70 acres were zoned Medium Density Rural (MDR) which permits a density of 0.20 d.u. per acre and yielded 14 residential lots.
    - 228 acres were zoned Low Density Rural (LDR) which permits a density of 0.10 d.u. per acre and yielded 28 residential lots.
    - 867 acres were zoned General Rural (GR) which permits a density of d.u. per acre and yielded 21 residential lots.
  - For more than four years the applicant has relied upon a density of 28 units for the LDR acreage. These figures were provided by Washoe County in February 1992. In actuality the correct count is 22, a difference of six units.
  - In all prior actions the Development Agreement has always been found in conformance with the Comprehensive Plan and the Southwest Truckee Meadows Area Plan.
- The residential densities have been removed from all developed and undeveloped open space areas, golf courses and related recreational and ancillary facilities, and public and commercial areas. These areas will remain nonresidential.



MATCH LINE



NTS.

FIGURE 1-2  
SITE PLAN



MATCH LINE

Proposed Regional & Community Park

Connection to Regional Trail System

MATCH LINE

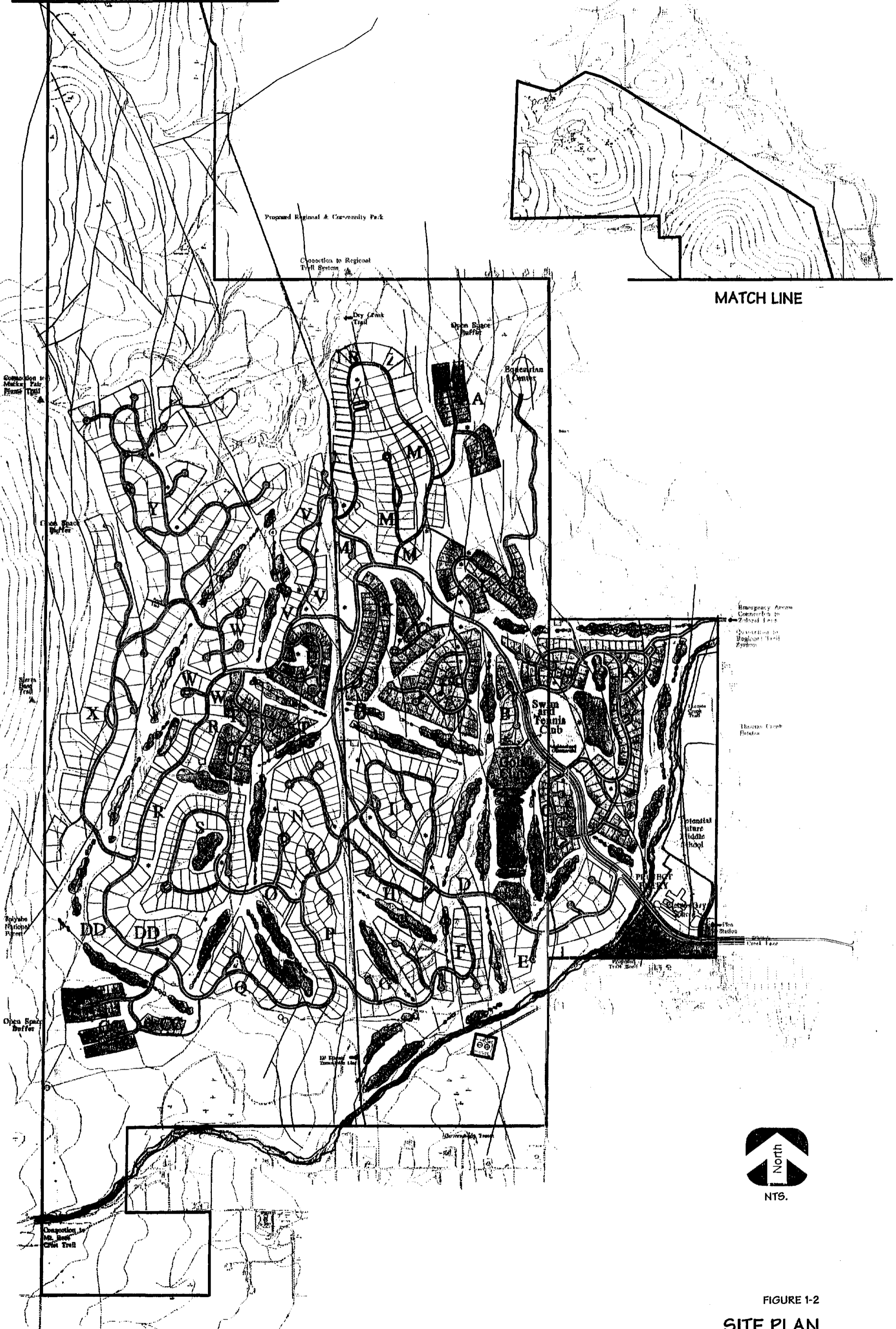
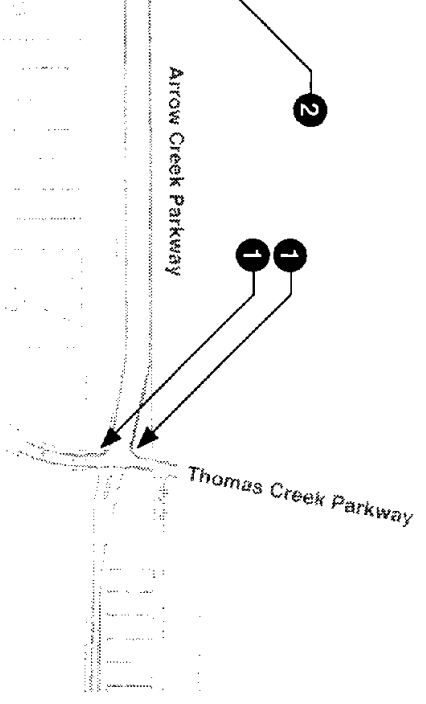
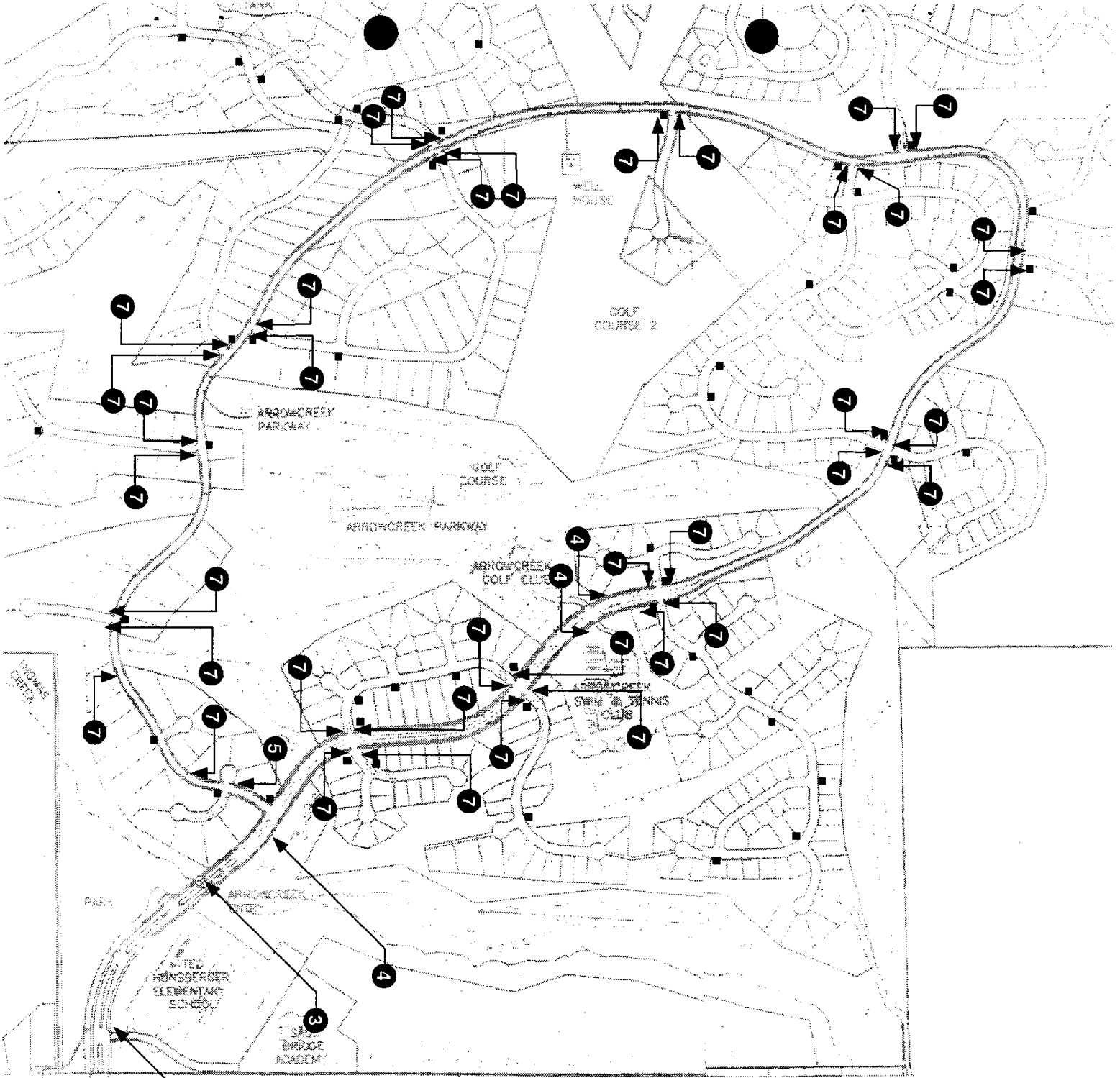
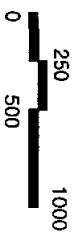


FIGURE 1-2  
SITE PLAN

**Location Plan**

1. Offsite Community Identification Sign
2. Offsite Community Vehicular Directional Sign
3. Community Entry Identification
4. Community Vehicular Directional Sign
5. Sales Center Identification Sign
6. Community Street Name Sign (■)
7. Neighborhood Identification Sign

*BDO DEPT REQUIRES ANY SIGNS  
IN EXCESS OF 6' IN HEIGHT  
TO BE ENGINEERED.*



**Arrow Creek**

*Preliminary  
Planning & Design*

All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of The Design Factor, and were created, revised, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used or disclosed to any person, firm, or corporation for any purpose without the written permission of The Design Factor. Written dimensions on these drawings shall have precedence over scaled dimensions; contractors shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop details must be submitted to this office for approval prior to fabrication.

**Job Number:** \_\_\_\_\_

**Date:** 4/18/98

**Scale:** 1" = 1000'

**Revised:** 4/25/98

**LP.1**

**The Design Factor**

10 Carriage Hill Lane  
Laguna Hills, CA 92653  
(714) 457-7880  
Fax: (714)472-4240



Scale: 1" = 30'-0"

**1. Offsite Community Identification Sign**

Wood Glue Lam panel with cut out accent graphic and applied flat cut out steel letters.

**Arrow Creek**

Preliminary  
Planning & Design

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Job Number: \_\_\_\_\_

Date: 4/25/98

Scale: As Noted

Revised: \_\_\_\_\_

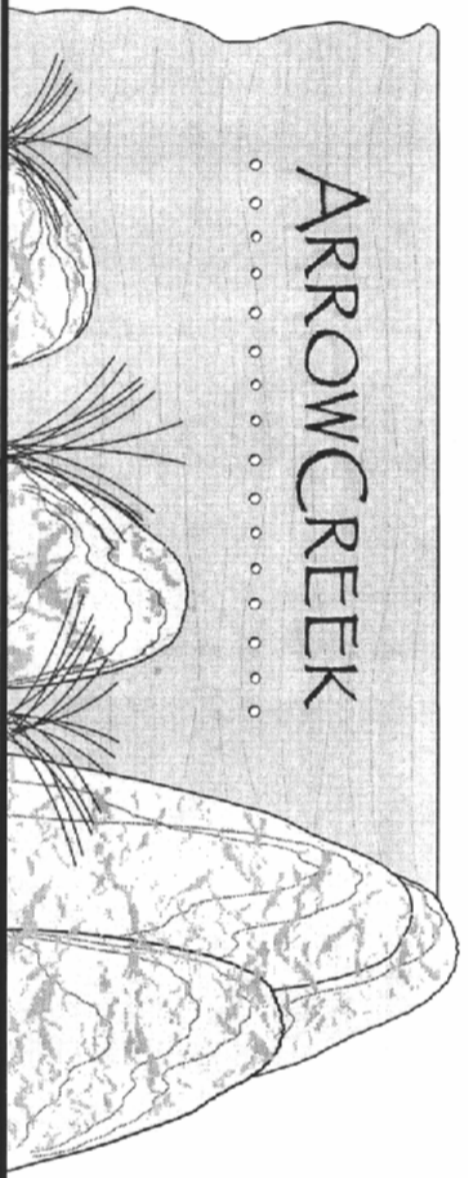
1.1

**The Design Factor**

10 Carriage Hill Lane  
Laguna Hills, CA 92653  
(714) 457-7880  
Fax: (714) 472-4240

12'-0"

6'-0"



Scale: 3/8" = 1'-0"

**2. Offsite Community Vehicular Directional Sign**

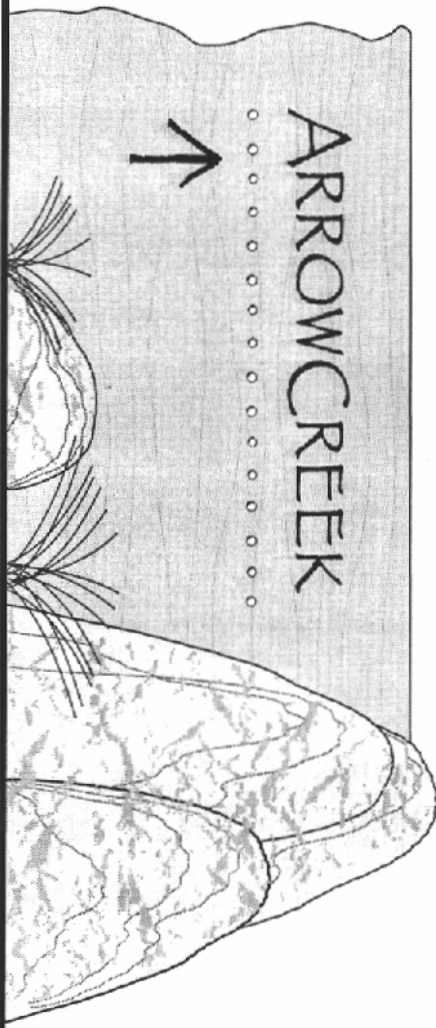
Wood Glue Lam panel with cut out accent graphic and applied flat cut out steel letters.

Scale: 1" = 30'-0"



10'-0"

5'-7"



Scale: 3/8" = 1'-0"

**Arrow Creek**

Preliminary  
Planning & Design

All ideas, designs, arrangements, and plans indicated or requested by this drawing are owned by and the property of The Design Factor, and were created, evolved, and developed for use in and in connection with the specified project. None of our ideas, designs, arrangements, or plans shall be used or disclosed to any person, firm, or corporation for any purpose what so ever without the written permission of The Design Factor. Written dimensions on these drawings shall have precedence over scaled dimensions. Conditions shall vary and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop details must be submitted to this office for approval prior to fabrication.

Job Number: \_\_\_\_\_

Date: 4/18/98

Scale: As Noted

Revised: 4/25/98

2.1

.....  
**The Design Factor**

10 Carriage Hill Lane  
Laguna Hills, CA 92653  
(714) 457-7880  
Fax: (714) 472-4240

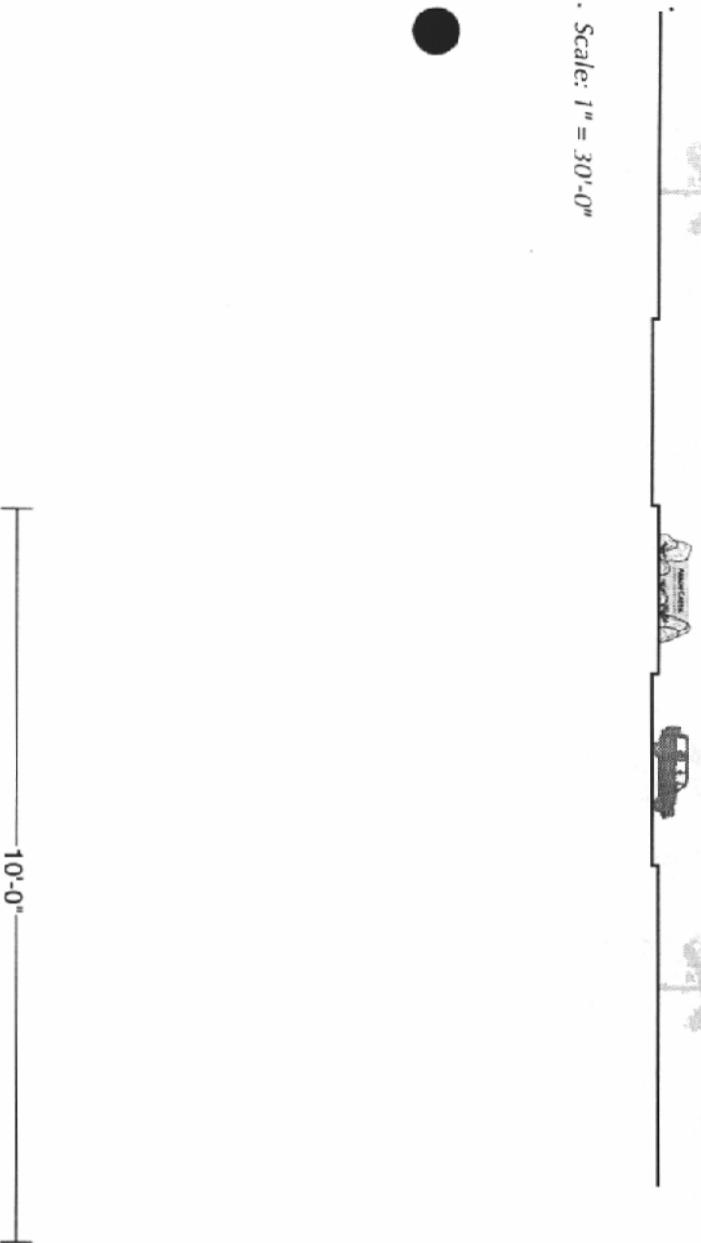
# Arrow Creek

Preliminary  
Planning & Design

## 3. Community Entry Identification Sign

1" thick weathering steel panel with cut out accent graphic and applied flat cut out steel letters.

Scale: 1" = 30'-0"



All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of The Design Factor, and were created, reserved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used or disclosed to any person, firm, or organization for any purpose whatsoever without the written permission of The Design Factor. Written dimensions on these drawings shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop details must be submitted to this office for approval prior to fabrication.

Job Number: \_\_\_\_\_

Date: 4/18/98

Scale: As Noted

Revised: 4/25/98

3.1

.....  
**The Design Factor**

10 Carriage Hill Lane  
Laguna Hills, CA 92653  
(714) 457-7880  
Fax: (714) 472-4240

4'-6"

10'-0"

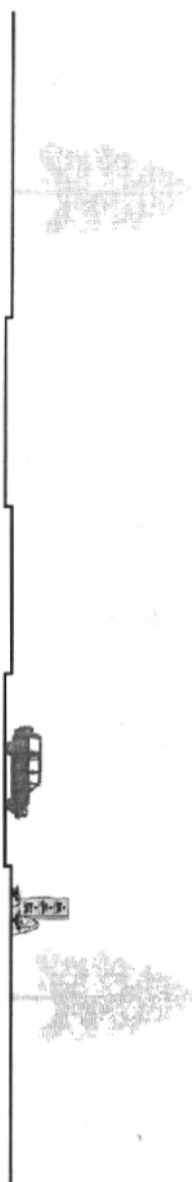
Scale: 3/8" = 1'-0"



**4. Community Vehicular Directional Sign**

1" thick weathering steel panel and vertical support with cut out accent graphic and applied flat cut out steel letters.

Scale: 1" = 30'-0"



3'-6"



All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of The Design Factor, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of The Design Factor. Written dimensions on these drawings shall have precedence over scaled dimensions; variations shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop details must be submitted in this office for approval prior to fabrication.

Job Number: \_\_\_\_\_

Date: 4/5/98

Scale: 3/8" = 1'-0"

Revised: 4/25/98

**4.1**

**The Design Factor**

10 Carriage Hill Lane  
Laguna Hills, CA 92653  
(714) 457-7880  
Fax: (714) 472-4240

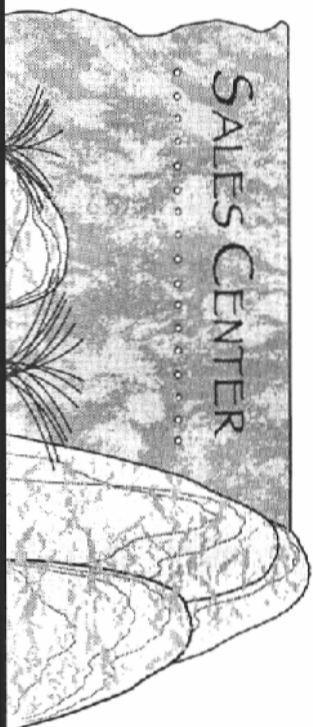
**5. Sales Center Identification Sign**  
 1" thick weathering steel panel with cut out  
 accent graphic and applied flat cut out steel letters.

Scale: 1" = 30'-0"



7'-0"

4'-0"



Scale: 3/8" = 1'-0"

**Arrow Creek**

**Preliminary  
 Planning & Design**

All dates, design arrangements and plans indicated or represented by this drawing are owned by and the property of The Design Factor, and were created, worked, and developed for use in and in connection with the specific project. None of such ideas, designs, arrangements, or plans shall be used or disclosed to any person, firm, or corporation for any purpose without the written permission of The Design Factor. Written dimensions on these drawings shall have precedence over scaled dimensions; contractors shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop details must be submitted to this office for approval prior to fabrication.

**Job Number:** \_\_\_\_\_

**Date:** 4/18/98

**Scale:** As Noted

**Revised:** 4/25/98

**5.1**

**The Design Factor**

10 Carriage Hill Lane  
 Laguna Hills, CA 92653  
 (714) 457-7880  
 Fax: (714) 472-4240

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**FINAL DEVELOPMENT AGREEMENT**

**BETWEEN**

**COUNTY OF WASHOE, a political subdivision  
of the State of Nevada**

**BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.  
BREWERTON, KENNETH G. WALKER, AND GERALD C.  
SMITH, Trustees of The Nell J. Redfield Trust**

**AND**

**SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership**

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**EXHIBITS**

- A Legal Description
- B Conditions of Development Agreement Case No. DA9-1-93
- C Conditions of Special Use Permit Case No. SPW9-10-93
- D Conditions of Special Use Permit Case No. SPW9-13-93
- E Development Standards Handbook
- F Site Plan
- G Open Space Management Plan
- H Right-Of-Way Documents for Off-Site Access from  
Thomas Creek Road
- I Construction Traffic Haul Route Plan
- J Concept-Level Storm Drain
- K Geotechnical Report On Earthquake Faulting
- L Schematic Water System Plan
- M Memorandum of Agreement

1 **FINAL DEVELOPMENT AGREEMENT**

2  
3 This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 1996 by and  
4 between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada  
5 ("COUNTY"); and **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.**  
6 **BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The  
7 **Nell J. Redfield Trust** and **SOUTHWEST POINTE PARTNERS**, a Nevada general  
8 partnership, (collectively referred to as "OWNERS"). For valuable consideration,  
9 receipt of which is hereby acknowledged, the parties agree as follows:

10  
11 1. **GENERAL.**

12 1.1 **Legal Authority.** Nevada Revised Statute ("NRS") 278.0201 to  
13 278.0207 and Washoe County Development Code (the "Code") §§ 110.814.00 to  
14 110.814.95 authorize the COUNTY and the OWNERS to enter into agreements for the  
15 development of real property. This Agreement is a final development agreement, as  
16 defined in Code § 110.814.75, and as provided in NRS Chapter 278.

17  
18 1.2 **The Project.** The OWNERS hold a legal or equitable interest in  
19 certain real property located in COUNTY, a legal description of which is attached as  
20 Exhibit "A". Development of the real property, subject to the terms of this Agreement,  
21 has been authorized by COUNTY under Case No. DA9-1-93 and ancillary cases, and  
22 is described as a residential community which includes 1,090 residential lots with  
23 common open space, a water delivery system (potable and nonpotable), sewer  
24 system, two golf courses with related recreational facilities, and a commercial village  
25 center, the total acreage being  $\pm 3,171.6$  acres, designated under COUNTY land use  
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1 designations as Low Density Suburban, Low Density Rural, Medium Density Rural,  
2 High Density Rural, and General Rural (the "Project").

3 **1.3 Past Approvals.** The OWNERS have obtained the following  
4 approvals from the COUNTY pertaining to the Project:  
5

- 6 a) On June 11, 1996 OWNERS obtained approval from the  
7 Board of County Commissioners for conditions to DA9-1-  
8 93. Said conditions and amendments are attached hereto  
9 as Exhibit "B".
- 10 b) On September 5, 1995 OWNERS obtained approval from  
11 the Planning Commission for a Special Use Permit (Case  
12 No. SPW9-10-93) to develop a water system having  
13 storage of 1.4 million gallons and necessary delivery  
14 system. The order issuing such approval is attached as  
15 Exhibit "C"
- 16 c) On May 2, 1995 OWNERS obtained approval from the  
17 Planning Commission for a Special Use Permit (Case No.  
18 SPW9-13-93) to grade the first golf course and improve  
19 the construction access. The order issuing such approval  
20 is attached as Exhibit "D".
- 21 d) On November 8, 1994 OWNERS obtained approval from  
22 the Board of County Commissioners to amend the  
23 preliminary development agreement.
- 24 e) On September 27, 1994 OWNERS obtained approval from  
25 the Board of County Commissioners for an 18-month  
26 extension to submit a draft final agreement, which  
27 OWNERS have submitted in compliance with said  
28 extension.
- f) On February 8, 1994 OWNERS obtained approval from  
the Board of County Commissioners pursuant to Code §  
110.814.70 of a preliminary development agreement (Case  
No. DA9-1-93).

1.4 **Ordinance.** This Agreement shall be approved by ordinance. The  
Project is to be developed as a single entity and includes uses and development



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standards consistent with the Washoe County Comprehensive Plan and the Southwest Truckee Meadows Area Plan.

1.5 **Benefit To OWNERS.** The OWNERS acknowledge and agree that, prior to entering into this Agreement appropriate legal advice and counsel was sought, that the OWNERS made a voluntary informed business decision to enter into this Agreement in good faith. The OWNERS further acknowledge and agree that substantial benefits will accrue to the OWNERS as a result of the OWNERS and the COUNTY entering into this Agreement, including entitlements to develop the Project in accordance with this Agreement and the Conditions of Approval, an extension or opportunity to seek an extension of the time in which to file a final subdivision map under this Agreement, certainty in the particular on-site and offsite improvements and requirements which the OWNERS will be responsible for constructing or completing, and certainty in the imposition of land use fees or obligations which may be imposed by the COUNTY.

1.6 **Benefit to COUNTY.** The COUNTY acknowledges and agrees that substantial benefits will accrue to the COUNTY as a result of OWNERS and the COUNTY entering into this Agreement, including the rational, planned land uses and development of the Real Property.

2. **SELECTED DEFINITIONS.**

2.1 "Agreement" means this development agreement.

2.2 "Conditions of Approval" mean all conditions of the Project approvals as set forth in the orders from Washoe County attached to this Agreement.

1 as Exhibits B, C, and D, which conditions are incorporated herein as provisions of this  
2 Agreement.

3 2.3 "COUNTY" means Washoe County, a political subdivision of the  
4 State of Nevada, and its officers, elected officials, agents, employees, divisions,  
5 departments, committees, boards and commissions.  
6

7 2.4 CC&Rs means the declaration of covenants, conditions and  
8 restrictions which will be drafted by OWNERS, approved by the COUNTY and  
9 recorded against the Real Property, as further provided in the Conditions of Approval.

10 2.5 "Development Standards Handbook" means the development  
11 standards for the Project as set forth in Exhibit "E".  
12

13 2.6 "Golf Course Property" includes all real property for the golf and  
14 related recreational facilities component of the Project.

15 2.7 "OWNERS" mean those property owners identified above and  
16 their successors and assigns.

17 2.8 "Project" means the Southwest Pointe development as approved  
18 by the COUNTY in Case No. DA9-1-93 and this Agreement.

19 2.9 "Public Facilities" are facilities that will be dedicated to the  
20 COUNTY. Public Facilities shall include, but are not limited to: on-site or offsite  
21 sewage collection facilities; water rights dedicated for service; water systems facilities;  
22 together with all lines, mains, holding and disposing areas, tanks, public easements  
23 and rights-of-way; and all off-site improvements that include public roadways,  
24 equipment, street lights and traffic signals. Owner constructed Public Facilities for  
25 water will include all non-golf related improvements consisting of the required water  
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1 storage tanks, well improvements, water mains, water services, water meters, gate  
2 valves, fire hydrants, flush valves, air release valves and related appurtenances. The  
3 Public Facilities for sewer will include sewer manholes, sewer mains, sewer laterals  
4 and collection lines within the Common Area Property as well as off-site effluent  
5 irrigation lines, tanks and pump stations, and the on-site effluent main line and  
6 reservoirs. In addition, Public Facilities also includes improvement of Whites Creek  
7 Lane as specified in the Conditions of Approval.  
8

9 2.10 "Public Utilities" include, but are not limited to, water, sewer,  
10 natural gas, electricity, telephone, and cable television, together with all equipment  
11 and easements dedicated for these utilities.  
12

13 2.11 "Real Property" means all the real property described in Exhibit  
14 "A". The real property includes the Golf Course Property, the Subdivision Property,  
15 and any remaining real property within the Project.  
16

17 2.12 "Site Plan" means the plans in compliance with Code §  
18 110.814.45 and attached hereto as Exhibit "F", and includes the Development  
19 Standards Handbook, Exhibit "E".  
20

21 2.13 "Subdivision Improvements" are any on-site or off-site  
22 improvements or facilities required of residential subdivisions pursuant to this  
23 Agreement. Subdivision Improvements include, but are not limited to, all drainage  
24 improvements, common area improvements, curbs, streets, gutters, medians,  
25 parkways, pedestrian and bike paths, sidewalks, street lights, any directional traffic  
26 devices, and the Public Facilities required in connection with residential development.  
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1                   2.14 "Subdivision Property" includes all real property for the residential  
2 housing component of the Project.

3                   3.     REQUIRED CONTENTS OF AGREEMENT. Pursuant to Code §  
4 110.814.75, the following matters are included in this Agreement.

5  
6                   3.1     Preliminary Agreement. Reference is made to the preliminary  
7 development agreement as approved in Case No. DA9-1-93 and amended or  
8 superseded by this Agreement.

9                   3.2     Legal Agreement. The substance of covenants, grants or  
10 easements, or other restrictions proposed to be imposed upon the use of the land,  
11 buildings and structures, including proposed easements or grants for Public Utilities  
12 shall be as provided in the CC&Rs and as specified in the Conditions of Approval.

13  
14                  3.3     Site Plan. A Site Plan in conformance to Code § 110.814.45 is  
15 attached to this Agreement as Exhibit "F"; and includes the Development Standards  
16 Handbook, Exhibit "E".

17                  3.4     Installation and Maintenance. A program for the installation and  
18 maintenance of parking areas, lighting, landscaping, private drainage facilities  
19 (including detention ponds, ditches, storm drains and drop inlets), private streets,  
20 utilities, recreational facilities and other infrastructure is specified in the Conditions of  
21 Approval and will be further provided for, in part, in the CC&Rs.

22  
23                  3.5     Open Space Resources. A program for the protection of open  
24 space resources, approved by COUNTY, is attached as Exhibit "G". No open space  
25 shall be sold to a bona fide third party without prior written consent of County. As  
26

1 provided in Exhibit "G", after the 10-acre park is constructed, the County shall be  
2 responsible for park maintenance and upkeep.

3 **3.6 Development Schedule And Phasing.** Guidelines for a  
4 development schedule and phasing of the Project are more particularly described in  
5 the Development Standards Handbook ( See Article I), Exhibit "E".  
6

7 **3.7 Development Standards Handbook.** A Development Standards  
8 Handbook in compliance with Code § 110.814.35(a) is attached hereto as Exhibit "E".

9 **3.8 Incorporation Of Other Exhibits.** The following exhibits are also  
10 attached hereto:

- 11 a) Right-Of-Way Documents for Off-Site Access from  
12 Thomas Creek Road, Exhibit "H";
- 13 b) Construction Traffic Haul Route Plan, Exhibit "I";
- 14 c) Concept-Level Storm Drain Plan, Exhibit "J";
- 15 d) Geotechnical Report On Earthquake Faulting, Exhibit "K";  
16 and
- 17 e) Schematic Water System Plan, Exhibit "L".

18 **4. EFFECT OF AGREEMENT.**

19 **4.1 Entitlements.** The approval of this Agreement by County  
20 constitutes a vested right of OWNERS to develop the Real Property as set forth in this  
21 Agreement and pursuant to the land use designations provided herein. Pursuant to  
22 Code § 110.814.15(b), this Agreement does not prevent COUNTY in a subsequent  
23 action applicable to the Real Property from adopting new ordinances, resolutions or  
24 regulations that conflict with those ordinances, resolutions and regulations in effect at  
25 the time this Agreement is made, provided any new ordinances, resolutions or  
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1 regulations do not impose upon OWNERS restrictions, requirements or standards  
2 which are more burdensome, more expensive or more onerous to satisfy than those  
3 in effect at the time this Agreement is made; and provided further that any said new  
4 ordinances, resolutions or regulations do not conflict with provisions of this Agreement  
5 in a manner that adversely affects OWNERS. The parties agree such a conflict or  
6 inconsistency would prevent development of the Project as set forth in this Agreement.  
7  
8 Nothing contained in this subsection 4.1 shall be construed to impair enforcement or  
9 compliance with the provisions of Code § 110.814.15(c) or (d).

10 **4.2 Subsequent Approvals And Conditions.** Tentative maps and  
11 final maps for Subdivision Property, building permits, variances, parcel maps,  
12 boundary line adjustments, special use permits for nonresidential property, and other  
13 approvals by COUNTY within the Project ("Subsequent Approvals") shall be required  
14 pursuant to Code requirements in existence at the time this Agreement is made,  
15 except as stated otherwise herein. All Subsequent Approvals in conformance with  
16 NRS Chapter 278 and the Code (as amended hereby), and in substantial  
17 conformance with the provisions of this Agreement shall be approved by the COUNTY  
18 as a consent item without public hearing. The Conditions of Approval specified in  
19 Exhibit "B", "C", and "D" may not be amended by Subsequent Approvals without the  
20 consent of OWNERS. Any conditions imposed by COUNTY in Subsequent Approvals  
21 which pertain to the same subject matter as any Conditions of Approval may not  
22 impose restrictions, requirements or standards which are more burdensome, more  
23 expensive or more onerous for OWNERS to satisfy than any Conditions of Approval,  
24 without the consent of OWNERS; provided that reasonable conditions imposed by  
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1 COUNTY in Subsequent Approvals which pertain to matters not addressed by any  
2 Conditions of Approval, or provide more detail and do not conflict with matters  
3 addressed by any Conditions of Approval, shall be allowed.

4 Conditions and provisions hereof regarding construction of off-site or on-site  
5 improvements (e.g. streets and utilities), including development standards and design  
6 guidelines, may be varied upon request of the OWNERS and approval of the County  
7 Engineer.  
8

9 **4.3 Subsequent Fees.** COUNTY currently imposes four (4) fees for  
10 the privilege of developing real property: a water connection fee; a sewer connection  
11 fee; a park residential construction tax; and the Regional Road Impact Fee ("RRIF")  
12 ("collectively County Fees"). The County Fees shall be imposed on applicable  
13 development within the Project in the same manner said fees are imposed for other  
14 similarly situated development in the COUNTY, subject to the following conditions.  
15

16 **4.3.1** Provided OWNERS construct a potable water system as  
17 part of the Public Facilities to serve the potable water demands of the Project as those  
18 demands arise, COUNTY shall charge no water connection fee for development within  
19 the Project.

20 **4.3.2** Provided OWNERS receive a credit for all off-site sewer  
21 facilities infrastructure constructed by OWNERS, OWNERS shall pay the sewer  
22 connection fee at the time and in the amount specified by COUNTY ordinance.  
23

24 **4.3.3** Subject to any credits allowed by a RRIF Capital Front-  
25 Ending Agreement, OWNERS shall pay the RRIF at the time and in the amount  
26 specified by County ordinance.  
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4.3.4 Subject to the provisions of an agreement between COUNTY and OWNERS for the construction of neighborhood park improvements within the Project, OWNERS shall pay the park residential construction tax at the time and in the amount specified under NRS 278.497 to NRS 278.4987.

4.4 No New COUNTY Fees. Except for the County Fees or as specified in subsections 4.5 and 4.6 below, no new fees or taxes enacted or approved by COUNTY after the date this Agreement is made for construction or development within the Project or for capital improvements for Public Facilities shall apply to the Project, provided that the provisions of this subsection are not intended to prohibit the imposition and collection of County fees and charges imposed at the time of execution hereof (e.g., for permits or inspections).

4.5 Special Assessment Districts. The parties agree that certain Public Facilities may be financed, constructed and paid for, in whole or in part, by one or more developer special assessment districts. For the purposes of the County's Special Assessment Guidelines dated February, 1992 ("Guidelines"), the parties agree that the following improvements generally provide a public benefit, satisfy Section A of the Guidelines and may be included at the discretion of the parties in a special assessment district:

- (a) the construction and land costs of Whites Creek Lane;
- (b) the County-owned nonpotable water system for golf course and landscape irrigation;
- (c) the purchase price of creek water rights (with supplemental groundwater rights) for the County-owned nonpotable water system;



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- (d) the County-owned potable water system; and
- (e) County-owned landscaping improvements and trails/paths along public streets.

**4.6 Nonpotable Water Agreement.** Any fees, costs and expenses of OWNERS pursuant to an agreement between the parties for the provision of nonpotable water for golf course and common area landscape irrigation shall not be construed as a new fee under subsection 4.4. above.

**4.7 Credits Or Reimbursements Of County Fees.** No successor or assign of OWNERS shall be entitled to a credit or reimbursement of a County Fee or fee imposed pursuant to subsection 4.6 above, unless that successor OWNER obtains an express assignment of the right to the credit or reimbursement from the OWNER who paid for or earned the credit or reimbursement of a County Fee.

**4.8 Parcel Maps.** OWNERS shall be entitled to submit or obtain approval of parcel maps within Project in order to facilitate development, even if said parcel maps create legal parcels within an area of the Project subject to a tentative map, provided that such parcel maps are not used as a subterfuge to create residential lots subject to an approved tentative map. OWNERS shall not be required to dedicate water rights for new parcels created by parcel maps within the Project, if such new parcels are not intended to require potable water service by COUNTY under the provisions of this Agreement.

**4.9 Fire Protection.** Owners agree to transfer and dedicate free of charge to County (or to another government entity of County's choice) prior to the recordation of the first final map a one-acre fire station site located on Whites Creek Lane east of the proposed elementary school and east of the Project entrance. The

1 exact location and parcel configuration shall be mutually agreed by the parties. The  
2 deed for the fire station site shall restrict use to a fire station and ancillary purposes.  
3 Owners and representatives of the Nevada Division of Forestry have entered into  
4 discussions regarding the free dedication of the fire station site and other possible  
5 needs for fire protection, and no other commitments were made except Owner's  
6 agreement herein to dedicate the fire station site.  
7

8 **5. TERM OF AGREEMENT AND AMENDMENTS.**

9 **5.1 Term.** The term of this Agreement shall be fifteen (15) years from  
10 the date hereof; provided that all applicable terms of this Agreement shall remain  
11 binding and enforceable regarding permits, construction or development on any  
12 portion of the Real Property subject to a tentative map, a recorded final map or a  
13 special use permit in existence at the time of expiration of this Agreement.  
14

15 **5.2 Amendments.** Amendments to this Agreement shall be defined  
16 as changes which are not in substantial compliance with the overall Project character  
17 and design. Amendments, if any, shall be approved as provided in NRS 278.0205.  
18 Changes hereto which are in substantial compliance with the overall Project character  
19 and design may be requested by Owners and approved or denied by the Director of  
20 Development Review. The Director of Development Review shall also decide whether  
21 or not a proposed change is in substantial compliance with the overall Project  
22 character or design. The Owners may appeal an adverse decision by the Director of  
23 Development Review under this Subsection 5.2 to the Board Of County  
24 Commissioners by written notice filed with the Director of Development Review, if filed  
25 within twenty (20) days of receipt of the notice of the adverse decision.  
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6. OBLIGATIONS OF OWNERS/ASSIGNMENT.

The parties acknowledge that OWNERS will sell or otherwise convey title to portions of the Real Property as development occurs. Successors to OWNERS shall acquire rights and assume obligations only to the extent required under this Agreement to develop or use the portion of the Real Property so acquired. Upon conveyance of each portion of Real Property, OWNERS' liability for obligations under this Agreement shall terminate, provided the successor OWNERS assumes said obligations. The provisions of this Agreement constitute covenants running with the Real Property. Notwithstanding the provisions of this Section 6, a successor OWNER of a single lot created by final map within the Project shall not have any obligation under this Agreement other than for development and use of the lot so owned consistent with this Agreement.

7. MISCELLANEOUS.

7.1 Governing Law; Venue. This Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue for any legal action arising out of this Agreement shall be in Washoe County, Nevada.

7.2 Entirety and Amendments. This Agreement embodies the entire Agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Project, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, and as provided in Code § 110814.95(b). No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

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7.3 **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

7.4 **Parties Bound and Assignment.** Subject to the provisions of Section 6, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. In the event COUNTY, for any reason, ceases to have jurisdiction as the applicable local governmental entity regarding the subject matter of all or any part of the Agreement, COUNTY shall require the new entity to assume the applicable obligations hereof.

7.5 **Further Acts.** In addition to the acts recited in this Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.

7.6 **Headings.** Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

7.7 **Attorneys' Fees.** In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

7.8 **Notice.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

**COUNTY:**

Director, Department of Development Review  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-6100  
Facsimile: (702) 328-3648

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with a copy to:

Assistant District Attorney, Civil Division  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-3200  
Facsimile: (702) 328-3283

**OWNERS:**

Southwest Pointe Partners  
P.O. Box 346  
Genoa, NV 89411  
Telephone: (702) 782-5888  
Facsimile: (702) 782-5899

Gerald C. Smith, Esq.  
Redfield Land Company  
1755 East Plumb Lane, Suite 212  
Reno, NV 89502  
Telephone: (702) 323-1373  
Facsimile: (702) 323-4476

with a copy to:

Robert M. Sader, Esq.  
462 Court Street  
Reno, NV 89501  
Telephone: (702) 329-8310  
Facsimile: (702) 329-8591

The persons and addresses to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon delivery.

**7.9 Receipt Defined.** For the purpose of this Agreement, the term "delivery" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

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7.10 **Indemnity.** Developer shall indemnify and hold harmless COUNTY and its officers, employees, and agents, from any claims, demands, losses, defense costs, or liability of any kind or nature, which COUNTY may sustain or incur or which may be imposed upon them out of actions by, or the negligence of, Developer, its officers, agents or employees, arising out of Developer's obligations specified in Section 2 hereof, accepting only liability arising out of gross negligence or intentional wrong doing by County, its officers, agents, or employees.

7.11 **Arbitration.** Any dispute arising from rights or obligations of this Agreement shall be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association, including any disputes regarding consents or approvals to be given by a party. The decision of the arbitrator shall be final and binding on both parties.

7.12 **Recordation.** This Agreement shall not be recorded, but in order to comply with Code § 110.814.95(c) the Memorandum Of Agreement attached hereto as Exhibit "M" shall be recorded upon execution hereof in the office of the Recorder of Washoe County, Nevada.

7.13 **Exhibits.** All exhibits to this Agreement are incorporated herein as if fully set forth.

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In Witness Whereof, the parties have executed this Agreement on the  
day and year written above.

**OWNERS:**

**SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership**

By: \_\_\_\_\_  
JEFFERY DINGMAN, Partner

By: \_\_\_\_\_  
CARL PANATTONI, Partner

**NELL J. REDFIELD TRUST**

By: \_\_\_\_\_  
BETTY ALYCE JONES, Trustee

By: \_\_\_\_\_  
HELEN JEANE JONES, Trustee

By: \_\_\_\_\_  
IRIS G. BREWERTON, Trustee

By: \_\_\_\_\_  
KENNETH G. WALKER, Trustee

By: \_\_\_\_\_  
GERALD C. SMITH, Trustee

**COUNTY:**

**THE COUNTY OF WASHOE, a  
political subdivision of the State  
of Nevada**

By: \_\_\_\_\_  
STEPHEN BRADHURST, Chairman  
Board Of County Commissioners

**ATTEST:**

\_\_\_\_\_  
JUDI BAILEY, County Clerk

**Approved As To Form:**

By: \_\_\_\_\_  
MADELYN SHIPMAN  
Assistant District Attorney

1 When Recorded Return To:

2 ROBERT M. SADER  
3 462 Court Street  
4 Reno, Nevada 89501

5 **MEMORANDUM OF FINAL DEVELOPMENT AGREEMENT**

6  
7 A certain Final Development Agreement of even date herewith has been  
8 entered by and between **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.**  
9 **BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH,** Trustees of The  
10 Nell J. Redfield Trust and **SOUTHWEST POINTE PARTNERS,** a Nevada general  
11 partnership, (collectively referred to as "OWNERS"); and the **COUNTY OF WASHOE,**  
12 a political subdivision of the State of Nevada ("County"). The real property subject to  
13 this Agreement is described on Exhibit "A", attached hereto and incorporated herein.  
14 The Agreement creates rights and obligations between the parties regarding  
15 development of Exhibit "A". These rights and obligations are intended to be  
16 covenants and conditions which run with the land and bind successors, heirs and  
17 assigns of the parties. All provisions of the Final Development Agreement are  
18 incorporated herein by reference as if fully set forth. The Final Development  
19 Agreement expires fifteen (15) years from the date of its execution.  
20  
21

22 A copy of the Final Development Agreement and all documents associated  
23 therewith is available by contacting the Washoe County Community Development  
24 Department regarding Case No. DA9-1-93 at 1001 East Ninth Street, Post Office Box  
25 11130, Reno, Nevada, 89520, (702) 328-6100.  
26

27 C:\WP60\SWPOINTE\MEMAGREE  
28 June 26, 1998

**EXHIBIT "M"**



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In Witness Whereof, the parties have executed this Memorandum of Final Development Agreement on this \_\_\_\_ day of \_\_\_\_\_, 1996.

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

By: \_\_\_\_\_  
STEPHEN T. BRADHURST, Chairman

**ATTEST:**

By: \_\_\_\_\_  
JUDI BAILEY, County Clerk

**SOUTHWEST POINTE PARTNERS, a Nevada  
general partnership**

By: \_\_\_\_\_  
JEFFEREY E. DINGMAN, Partner

**THE NELL J. REDFIELD TRUST**

By: \_\_\_\_\_  
GERALD C. SMITH, Trustee

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STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_,  
1996 by JEFFEREY E. DINGMAN as Partner for SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership.

NOTARY: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_,  
1996 by GERALD C. SMITH as Trustee of THE NELL J. REDFIELD TRUST.

NOTARY: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

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**FINAL DEVELOPMENT AGREEMENT**

**BETWEEN**

**COUNTY OF WASHOE, a political subdivision  
of the State of Nevada**

**BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.  
BREWERTON, KENNETH G. WALKER, AND GERALD C.  
SMITH, Trustees of The Nell J. Redfield Trust**

**AND**

**SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership**

*Superseded  
by 7/20/96  
version.*

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**EXHIBITS**

- A Legal Description
- B Conditions of Development Agreement Case No. DA9-1-93
- C Conditions of Special Use Permit Case No. SPW9-10-93
- D Conditions of Special Use Permit Case No. SPW9-13-93
- E Development Standards Handbook
- F Site Plan
- G Open Space Management Plan
- H Right-Of-Way Documents for Off-Site Access from Thomas Creek Road
- I Construction Traffic Haul Route Plan
- J Concept-Level Storm Drain
- K Geotechnical Report On Earthquake Faulting
- L Schematic Water System Plan
- M Memorandum of Agreement

1 **FINAL DEVELOPMENT AGREEMENT**

2  
3 This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 1996 by and  
4 between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada  
5 ("COUNTY"); and **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.**  
6 **BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The  
7 Nell J. Redfield Trust and **SOUTHWEST POINTE PARTNERS**, a Nevada general  
8 partnership, (collectively referred to as "OWNERS"). For valuable consideration,  
9 receipt of which is hereby acknowledged, the parties agree as follows:  
10

11 1. **GENERAL.**

12 1.1 **Legal Authority.** Nevada Revised Statute ("NRS") 278.0201 to  
13 278.0207 and Washoe County Development Code (the "Code") §§ 110.814.00 to  
14 110.814.95 authorize the COUNTY and the OWNERS to enter into agreements for the  
15 development of real property. This Agreement is a final development agreement, as  
16 defined in Code § 110.814.75, and as provided in NRS Chapter 278.  
17

18 1.2 **The Project.** The OWNERS hold a legal or equitable interest in  
19 certain real property located in COUNTY, a legal description of which is attached as  
20 Exhibit "A". Development of the real property, subject to the terms of this Agreement,  
21 has been authorized by COUNTY under Case No. DA9-1-93 and ancillary cases, and  
22 is described as a residential community which includes 1,090 residential lots with  
23 common open space, a water delivery system (potable and nonpotable), sewer  
24 system, two golf courses with related recreational facilities, and a commercial village  
25 center, the total acreage being ±3,171.6 acres, designated under COUNTY land use  
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1 designations as Low Density Suburban, Low Density Rural, Medium Density Rural,  
2 High Density Rural, and General Rural (the "Project").

3 **1.3 Past Approvals.** The OWNERS have obtained the following  
4 approvals from the COUNTY pertaining to the Project:

- 5
- 6 a) On June 11, 1996 OWNERS obtained approval from the  
7 Board of County Commissioners for conditions to DA9-1-  
8 93. Said conditions and amendments are attached hereto  
9 as Exhibit "B".
- 10 b) On September 5, 1995 OWNERS obtained approval from  
11 the Planning Commission for a Special Use Permit (Case  
12 No. SPW9-10-93) to develop a water system having  
13 storage of 1.4 million gallons and necessary delivery  
14 system. The order issuing such approval is attached as  
15 Exhibit "C"
- 16 c) On May 2, 1995 OWNERS obtained approval from the  
17 Planning Commission for a Special Use Permit (Case No.  
18 SPW9-13-93) to grade the first golf course and improve  
19 the construction access. The order issuing such approval  
20 is attached as Exhibit "D".
- 21 d) On November 8, 1994 OWNERS obtained approval from  
22 the Board of County Commissioners to amend the  
23 preliminary development agreement.
- 24 e) On September 27, 1994 OWNERS obtained approval from  
25 the Board of County Commissioners for an 18-month  
26 extension to submit a draft final agreement, which  
27 OWNERS have submitted in compliance with said  
28 extension.
- 29 f) On February 8, 1994 OWNERS obtained approval from  
30 the Board of County Commissioners pursuant to Code §  
31 110.814.70 of a preliminary development agreement (Case  
32 No. DA9-1-93).

33 **1.4 Ordinance.** This Agreement shall be approved by ordinance. The  
34 Project is to be developed as a single entity and includes uses and development



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standards consistent with the Washoe County Comprehensive Plan and the Southwest Truckee Meadows Area Plan.

**1.5 Benefit To OWNERS.** The OWNERS acknowledge and agree that, prior to entering into this Agreement appropriate legal advice and counsel was sought, that the OWNERS made a voluntary informed business decision to enter into this Agreement in good faith. The OWNERS further acknowledge and agree that substantial benefits will accrue to the OWNERS as a result of the OWNERS and the COUNTY entering into this Agreement, including entitlements to develop the Project in accordance with this Agreement and the Conditions of Approval, an extension or opportunity to seek an extension of the time in which to file a final subdivision map under this Agreement, certainty in the particular on-site and offsite improvements and requirements which the OWNERS will be responsible for constructing or completing, and certainty in the imposition of land use fees or obligations which may be imposed by the COUNTY.

**1.6 Benefit to COUNTY.** The COUNTY acknowledges and agrees that substantial benefits will accrue to the COUNTY as a result of OWNERS and the COUNTY entering into this Agreement, including the rational, planned land uses and development of the Real Property.

**2. SELECTED DEFINITIONS.**

**2.1** "Agreement" means this development agreement.

**2.2** "Conditions of Approval" mean all conditions of the Project approvals as set forth in the orders from Washoe County attached to this Agreement

1 as Exhibits B, C, and D, which conditions are incorporated herein as provisions of this  
2 Agreement.

3           **2.3** "COUNTY" means Washoe County, a political subdivision of the  
4 State of Nevada, and its officers, elected officials, agents, employees, divisions,  
5 departments, committees, boards and commissions.

6           **2.4** CC&Rs means the declaration of covenants, conditions and  
7 restrictions which will be drafted by OWNERS, approved by the COUNTY and  
8 recorded against the Real Property, as further provided in the Conditions of Approval.

9           **2.5** "Development Standards Handbook" means the development  
10 standards for the Project as set forth in Exhibit "E".

11           **2.6** "Golf Course Property" includes all real property for the golf and  
12 related recreational facilities component of the Project.

13           **2.7** "OWNERS" mean those property owners identified above and  
14 their successors and assigns.

15           **2.8** "Project" means the Southwest Pointe development as approved  
16 by the COUNTY in Case No. DA9-1-93 and this Agreement.

17           **2.9** "Public Facilities" are facilities that will be dedicated to the  
18 COUNTY. Public Facilities shall include, but are not limited to: on-site or offsite  
19 sewage collection facilities; water rights dedicated for service; water systems facilities;  
20 together with all lines, mains, holding and disposing areas, tanks, public easements  
21 and rights-of-way; and all off-site improvements that include public roadways,  
22 equipment, street lights and traffic signals. Owner constructed Public Facilities for  
23 water will include all non-golf related improvements consisting of the required water  
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1 storage tanks, well improvements, water mains, water services, water meters, gate  
2 valves, fire hydrants, flush valves, air release valves and related appurtenances. The  
3 Public Facilities for sewer will include sewer manholes, sewer mains, sewer laterals  
4 and collection lines within the Common Area Property as well as off-site effluent  
5 irrigation lines, tanks and pump stations, and the on-site effluent main line and  
6 reservoirs. In addition, Public Facilities also includes improvement of Whites Creek  
7 Lane as specified in the Conditions of Approval.  
8

9           **2.10** "Public Utilities" include, but are not limited to, water, sewer,  
10 natural gas, electricity, telephone, and cable television, together with all equipment  
11 and easements dedicated for these utilities.

12           **2.11** "Real Property" means all the real property described in Exhibit  
13 "A". The real property includes the Golf Course Property, the Subdivision Property,  
14 and any remaining real property within the Project.  
15

16           **2.12** "Site Plan" means the plans in compliance with Code §  
17 110.814.45 and attached hereto as Exhibit "F", and includes the Development  
18 Standards Handbook, Exhibit "E".  
19

20           **2.13** "Subdivision Improvements" are any on-site or off-site  
21 improvements or facilities required of residential subdivisions pursuant to this  
22 Agreement. Subdivision Improvements include, but are not limited to, all drainage  
23 improvements, common area improvements, curbs, streets, gutters, medians,  
24 parkways, pedestrian and bike paths, sidewalks, street lights, any directional traffic  
25 devices, and the Public Facilities required in connection with residential development.  
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2.14 "Subdivision Property" includes all real property for the residential housing component of the Project.

3. **REQUIRED CONTENTS OF AGREEMENT.** Pursuant to Code § 110.814.75, the following matters are included in this Agreement.

3.1 **Preliminary Agreement.** Reference is made to the preliminary development agreement as approved in Case No. DA9-1-93 and amended or superseded by this Agreement.

3.2 **Legal Agreement.** The substance of covenants, grants or easements, or other restrictions proposed to be imposed upon the use of the land, buildings and structures, including proposed easements or grants for Public Utilities shall be as provided in the CC&Rs and as specified in the Conditions of Approval.

3.3 **Site Plan.** A Site Plan in conformance to Code § 110.814.45 is attached to this Agreement as Exhibit "F"; and includes the Development Standards Handbook, Exhibit "E".

3.4 **Installation and Maintenance.** A program for the installation and maintenance of parking areas, lighting, landscaping, private drainage facilities (including detention ponds, ditches, storm drains and drop inlets), private streets, utilities, recreational facilities and other infrastructure is specified in the Conditions of Approval and will be further provided for, in part, in the CC&Rs.

3.5 **Open Space Resources.** A program for the protection of open space resources, approved by COUNTY, is attached as Exhibit "G". No open space shall be sold to a bona fide third party without prior written consent of County. As

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provided in Exhibit "G", after the 10-acre park is constructed, the County shall be responsible for park maintenance and upkeep.

**3.6 Development Schedule And Phasing.** Guidelines for a development schedule and phasing of the Project are more particularly described in the Development Standards Handbook ( See Article I), Exhibit "E".

**3.7 Development Standards Handbook.** A Development Standards Handbook in compliance with Code § 110.814.35(a) is attached hereto as Exhibit "E".

**3.8 Incorporation Of Other Exhibits.** The following exhibits are also attached hereto:

- a) Right-Of-Way Documents for Off-Site Access from Thomas Creek Road, Exhibit "H";
- b) Construction Traffic Haul Route Plan, Exhibit "I";
- c) Concept-Level Storm Drain Plan, Exhibit "J";
- d) Geotechnical Report On Earthquake Faulting, Exhibit "K"; and
- e) Schematic Water System Plan, Exhibit "L".

**4. EFFECT OF AGREEMENT.**

**4.1 Entitlements.** The approval of this Agreement by County constitutes a vested right of OWNERS to develop the Real Property as set forth in this Agreement and pursuant to the land use designations provided herein. Pursuant to Code § 110.814.15(b), this Agreement does not prevent COUNTY in a subsequent action applicable to the Real Property from adopting new ordinances, resolutions or regulations that conflict with those ordinances, resolutions and regulations in effect at the time this Agreement is made, provided any new ordinances, resolutions or

1 regulations do not impose upon OWNERS restrictions, requirements or standards  
2 which are more burdensome, more expensive or more onerous to satisfy than those  
3 in effect at the time this Agreement is made; and provided further that any said new  
4 ordinances, resolutions or regulations do not conflict with provisions of this Agreement  
5 in a manner that adversely affects OWNERS. The parties agree such a conflict or  
6 inconsistency would prevent development of the Project as set forth in this Agreement.  
7 Nothing contained in this subsection 4.1 shall be construed to impair enforcement or  
8 compliance with the provisions of Code § 110.814.15(c) or (d).  
9

10 **4.2 Subsequent Approvals And Conditions.** Tentative maps and  
11 final maps for Subdivision Property, building permits, variances, parcel maps,  
12 boundary line adjustments, special use permits for nonresidential property, and other  
13 approvals by COUNTY within the Project ("Subsequent Approvals") shall be required  
14 pursuant to Code requirements in existence at the time this Agreement is made,  
15 except as stated otherwise herein. All Subsequent Approvals in conformance with  
16 NRS Chapter 278 and the Code (as amended hereby), and in substantial  
17 conformance with the provisions of this Agreement shall be approved by the COUNTY  
18 as a consent item without public hearing. The Conditions of Approval specified in  
19 Exhibit "B", "C", and "D" may not be amended by Subsequent Approvals without the  
20 consent of OWNERS. Any conditions imposed by COUNTY in Subsequent Approvals  
21 which pertain to the same subject matter as any Conditions of Approval may not  
22 impose restrictions, requirements or standards which are more burdensome, more  
23 expensive or more onerous for OWNERS to satisfy than any Conditions of Approval,  
24 without the consent of OWNERS; provided that reasonable conditions imposed by  
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1 COUNTY in Subsequent Approvals which pertain to matters not addressed by any  
2 Conditions of Approval, or provide more detail and do not conflict with matters  
3 addressed by any Conditions of Approval, shall be allowed.

4 Conditions and provisions hereof regarding construction of off-site or on-site  
5 improvements (e.g. streets and utilities), including development standards and design  
6 guidelines, may be varied upon request of the OWNERS and approval of the County  
7 Engineer.  
8

9 **4.3 Subsequent Fees.** COUNTY currently imposes four (4) fees for  
10 the privilege of developing real property: a water connection fee; a sewer connection  
11 fee; a park residential construction tax; and the Regional Road Impact Fee ("RRIF")  
12 ("collectively County Fees"). The County Fees shall be imposed on applicable  
13 development within the Project in the same manner said fees are imposed for other  
14 similarly situated development in the COUNTY, subject to the following conditions.  
15

16 **4.3.1** Provided OWNERS construct a potable water system as  
17 part of the Public Facilities to serve the potable water demands of the Project as those  
18 demands arise, COUNTY shall charge no water connection fee for development within  
19 the Project.  
20

21 **4.3.2** Provided OWNERS receive a credit for all off-site sewer  
22 facilities infrastructure constructed by OWNERS, OWNERS shall pay the sewer  
23 connection fee at the time and in the amount specified by COUNTY ordinance.

24 **4.3.3** Subject to any credits allowed by a RRIF Capital Front-  
25 Ending Agreement, OWNERS shall pay the RRIF at the time and in the amount  
26 specified by County ordinance.  
27  
28

1                   **4.3.4** Subject to the provisions of an agreement between  
2 COUNTY and OWNERS for the construction of neighborhood park improvements  
3 within the Project, OWNERS shall pay the park residential construction tax at the time  
4 and in the amount specified under NRS 278.497 to NRS 278.4987.

5                   **4.4** **No New COUNTY Fees.** Except for the County Fees or as  
6 specified in subsections 4.5 and 4.6 below, no new fees or taxes enacted or approved  
7 by COUNTY after the date this Agreement is made for construction or development  
8 within the Project or for capital improvements for Public Facilities shall apply to the  
9 Project, provided that the provisions of this subsection are not intended to prohibit the  
10 imposition and collection of County fees and charges imposed at the time of execution  
11 hereof (e.g., for permits or inspections).

12                   **4.5** **Special Assessment Districts.** The parties agree that certain  
13 Public Facilities may be financed, constructed and paid for, in whole or in part, by one  
14 or more developer special assessment districts. For the purposes of the County's  
15 Special Assessment Guidelines dated February, 1992 ("Guidelines"), the parties agree  
16 that the following improvements generally provide a public benefit, satisfy Section A  
17 of the Guidelines and may be included at the discretion of the parties in a special  
18 assessment district:  
19  
20

- 21
- 22                   (a) the construction and land costs of Whites Creek Lane;
  - 23                   (b) the County-owned nonpotable water system for golf  
24                   course and landscape irrigation;
  - 25                   (c) the purchase price of creek water rights (with  
26                   supplemental groundwater rights) for the County-owned  
27                   nonpotable water system;
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- (d) the County-owned potable water system; and
- (e) County-owned landscaping improvements and trails/paths along public streets.

**4.6 Nonpotable Water Agreement.** Any fees, costs and expenses of OWNERS pursuant to an agreement between the parties for the provision of nonpotable water for golf course and common area landscape irrigation shall not be construed as a new fee under subsection 4.4. above.

**4.7 Credits Or Reimbursements Of County Fees.** No successor or assign of OWNERS shall be entitled to a credit or reimbursement of a County Fee or fee imposed pursuant to subsection 4.6 above, unless that successor OWNER obtains an express assignment of the right to the credit or reimbursement from the OWNER who paid for or earned the credit or reimbursement of a County Fee.

**4.8 Parcel Maps.** OWNERS shall be entitled to submit or obtain approval of parcel maps within Project in order to facilitate development, even if said parcel maps create legal parcels within an area of the Project subject to a tentative map, provided that such parcel maps are not used as a subterfuge to create residential lots subject to an approved tentative map. OWNERS shall not be required to dedicate water rights for new parcels created by parcel maps within the Project, if such new parcels are not intended to require potable water service by COUNTY under the provisions of this Agreement.

**4.9 Fire Protection.** Owners agree to transfer and dedicate free of charge to County (or to another government entity of County's choice) prior to the recordation of the first final map a one-acre fire station site located on Whites Creek Lane east of the proposed elementary school and east of the Project entrance. The

1 exact location and parcel configuration shall be mutually agreed by the parties. The  
2 deed for the fire station site shall restrict use to a fire station and ancillary purposes.  
3 Owners and representatives of the Nevada Division of Forestry have entered into  
4 discussions regarding the free dedication of the fire station site and other possible  
5 needs for fire protection, and no other commitments were made except Owner's  
6 agreement herein to dedicate the fire station site.  
7

8 **5. TERM OF AGREEMENT AND AMENDMENTS.**

9 **5.1 Term.** The term of this Agreement shall be fifteen (15) years from  
10 the date hereof; provided that all applicable terms of this Agreement shall remain  
11 binding and enforceable regarding permits, construction or development on any  
12 portion of the Real Property subject to a tentative map, a recorded final map or a  
13 special use permit in existence at the time of expiration of this Agreement.  
14

15 **5.2 Amendments.** Amendments to this Agreement shall be defined  
16 as changes which are not in substantial compliance with the overall Project character  
17 and design. Amendments, if any, shall be approved as provided in NRS 278.0205.  
18 Changes hereto which are in substantial compliance with the overall Project character  
19 and design may be requested by Owners and approved or denied by the Director of  
20 Development Review. The Director of Development Review shall also decide whether  
21 or not a proposed change is in substantial compliance with the overall Project  
22 character or design. The Owners may appeal an adverse decision by the Director of  
23 Development Review under this Subsection 5.2 to the Board Of County  
24 Commissioners by written notice filed with the Director of Development Review, if filed  
25 within twenty (20) days of receipt of the notice of the adverse decision.  
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6. **OBLIGATIONS OF OWNERS/ASSIGNMENT.**

The parties acknowledge that OWNERS will sell or otherwise convey title to portions of the Real Property as development occurs. Successors to OWNERS shall acquire rights and assume obligations only to the extent required under this Agreement to develop or use the portion of the Real Property so acquired. Upon conveyance of each portion of Real Property, OWNERS' liability for obligations under this Agreement shall terminate, provided the successor OWNERS assumes said obligations. The provisions of this Agreement constitute covenants running with the Real Property. Notwithstanding the provisions of this Section 6, a successor OWNER of a single lot created by final map within the Project shall not have any obligation under this Agreement other than for development and use of the lot so owned consistent with this Agreement.

7. **MISCELLANEOUS.**

7.1 **Governing Law; Venue.** This Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue for any legal action arising out of this Agreement shall be in Washoe County, Nevada.

7.2 **Entirety and Amendments.** This Agreement embodies the entire Agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Project, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, and as provided in Code § 110814.95(b). No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

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**7.3 Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

**7.4 Parties Bound and Assignment.** Subject to the provisions of Section 6, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. In the event COUNTY, for any reason, ceases to have jurisdiction as the applicable local governmental entity regarding the subject matter of all or any part of the Agreement, COUNTY shall require the new entity to assume the applicable obligations hereof.

**7.5 Further Acts.** In addition to the acts recited in this Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.

**7.6 Headings.** Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

**7.7 Attorneys' Fees.** In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

**7.8 Notice.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

**COUNTY:**

Director, Department of Development Review  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-6100  
Facsimile: (702) 328-3648

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with a copy to:

Assistant District Attorney, Civil Division  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-3200  
Facsimile: (702) 328-3283

**OWNERS:**

Southwest Pointe Partners  
P.O. Box 346  
Genoa, NV 89411  
Telephone: (702) 782-5888  
Facsimile: (702) 782-5899

Gerald C. Smith, Esq.  
Redfield Land Company  
1755 East Plumb Lane, Suite 212  
Reno, NV 89502  
Telephone: (702) 323-1373  
Facsimile: (702) 323-4476

with a copy to:

Robert M. Sader, Esq.  
462 Court Street  
Reno, NV 89501  
Telephone: (702) 329-8310  
Facsimile: (702) 329-8591

The persons and addresses to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon delivery.

**7.9 Receipt Defined.** For the purpose of this Agreement, the term "delivery" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

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**7.10 Indemnity.** Developer shall indemnify and hold harmless COUNTY and its officers, employees, and agents, from any claims, demands, losses, defense costs, or liability of any kind or nature, which COUNTY may sustain or incur or which may be imposed upon them out of actions by, or the negligence of, Developer, its officers, agents or employees, arising out of Developer's obligations specified in Section 2 hereof, accepting only liability arising out of gross negligence or intentional wrong doing by County, its officers, agents, or employees.

**7.11 Arbitration.** Any dispute arising from rights or obligations of this Agreement shall be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association, including any disputes regarding consents or approvals to be given by a party. The decision of the arbitrator shall be final and binding on both parties.

**7.12 Recordation.** This Agreement shall not be recorded, but in order to comply with Code § 110.814.95(c) the Memorandum Of Agreement attached hereto as Exhibit "M" shall be recorded upon execution hereof in the office of the Recorder of Washoe County, Nevada.

**7.13 Exhibits.** All exhibits to this Agreement are incorporated herein as if fully set forth.

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**FINAL DEVELOPMENT AGREEMENT**

**BETWEEN**

**COUNTY OF WASHOE, a political subdivision  
of the State of Nevada**

**BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.  
BREWERTON, KENNETH G. WALKER, AND GERALD C.  
SMITH, Trustees of The Nell J. Redfield Trust**

**AND**

**SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership**

*Superseded  
by 6/26/96  
version*

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1 **FINAL DEVELOPMENT AGREEMENT**

2  
3 This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 1996 by and  
4 between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada  
5 ("**COUNTY**"); and **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.**  
6 **BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The  
7 Nell J. Redfield Trust and **SOUTHWEST POINTE PARTNERS**, a Nevada general  
8 partnership, (collectively referred to as "**OWNERS**"). For valuable consideration,  
9 receipt of which is hereby acknowledged, the parties agree as follows:  
10

11 1. **GENERAL.**

12 1.1 **Legal Authority.** Nevada Revised Statute ("**NRS**") 278.0201 to  
13 278.0207 and Washoe County Development Code (the "**Code**") §§ 110.814.00 to  
14 110.814.95 authorize the **COUNTY** and the **OWNERS** to enter into agreements for the  
15 development of real property. This Agreement is a final development agreement, as  
16 defined in Code § 110.814.75, and as provided in **NRS Chapter 278.**  
17

18 1.2 **The Project.** The **OWNERS** hold a legal or equitable interest in  
19 certain real property located in **COUNTY**, a legal description of which is attached as  
20 Exhibit "**A**". Development of the real property, subject to the terms of this Agreement,  
21 has been authorized by **COUNTY** under Case No. DA9-1-93 and ancillary cases, and  
22 is described as a residential community which includes 1,090 residential lots with  
23 common open space, a water delivery system (potable and nonpotable), sewer  
24 system, two golf courses with related recreational facilities, and a commercial village  
25 center, the total acreage being  $\pm 3,171.6$  acres, designated under **COUNTY** land use  
26  
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1 designations as Low Density Suburban, Low Density Rural, Medium Density Rural,  
2 High Density Rural, and General Rural (the "Project").

3 **1.3 Past Approvals.** The OWNERS have obtained the following  
4 approvals from the COUNTY pertaining to the Project:  
5

- 6 a) On June 11, 1996 OWNERS obtained approval from the  
7 Board of County Commissioners for conditions to DA9-1-  
8 93. Said conditions and amendments are attached hereto  
9 as Exhibit "B".
- 10 b) On September 5, 1995 OWNERS obtained approval from  
11 the Planning Commission for a Special Use Permit (Case  
12 No. SPW9-10-93) to develop a water system having  
13 storage of 1.4 million gallons and necessary delivery  
14 system. The order issuing such approval is attached as  
15 Exhibit "C"
- 16 c) On May 2, 1995 OWNERS obtained approval from the  
17 Planning Commission for a Special Use Permit (Case No.  
18 SPW9-13-93) to grade the first golf course and improve  
19 the construction access. The order issuing such approval  
20 is attached as Exhibit "D".
- 21 d) On November 8, 1994 OWNERS obtained approval from  
22 the Board of County Commissioners to amend the  
23 preliminary development agreement.
- 24 e) On September 27, 1994 OWNERS obtained approval from  
25 the Board of County Commissioners for an 18-month  
26 extension to submit a draft final agreement, which  
27 OWNERS have submitted in compliance with said  
28 extension.
- f) On February 8, 1994 OWNERS obtained approval from  
the Board of County Commissioners pursuant to Code §  
110.814.70 of a preliminary development agreement (Case  
No. DA9-1-93).

25 **1.4 Ordinance.** This Agreement shall be approved by ordinance. The  
26 Project is to be developed as a single entity and includes uses and development  
27  
28

1 standards consistent with the Washoe County Comprehensive Plan and the Southwest  
2 Truckee Meadows Area Plan.

3           **1.5 Benefit To OWNERS.** The OWNERS acknowledge and agree  
4 that, prior to entering into this Agreement appropriate legal advice and counsel was  
5 sought, that the OWNERS made a voluntary informed business decision to enter into  
6 this Agreement in good faith. The OWNERS further acknowledge and agree that  
7 substantial benefits will accrue to the OWNERS as a result of the OWNERS and the  
8 COUNTY entering into this Agreement, including entitlements to develop the Project  
9 in accordance with this Agreement and the Conditions of Approval, an extension or  
10 opportunity to seek an extension of the time in which to file a final subdivision map  
11 under this Agreement, certainty in the particular on-site and offsite improvements and  
12 requirements which the OWNERS will be responsible for constructing or completing,  
13 and certainty in the imposition of land use fees or obligations which may be imposed  
14 by the COUNTY.  
15

16           **1.6 Benefit to COUNTY.** The COUNTY acknowledges and agrees  
17 that substantial benefits will accrue to the COUNTY as a result of OWNERS and the  
18 COUNTY entering into this Agreement, including the rational, planned land uses and  
19 development of the Real Property.  
20

21           **2. SELECTED DEFINITIONS.**

22           2.1 "Agreement" means this development agreement.

23           2.2 "Conditions of Approval" mean all conditions of the Project  
24 approvals as set forth in the orders from Washoe County attached to this Agreement  
25  
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1 as Exhibits B, C, and D, which conditions are incorporated herein as provisions of this  
2 Agreement.

3 2.3 "COUNTY" means Washoe County, a political subdivision of the  
4 State of Nevada, and its officers, elected officials, agents, employees, divisions,  
5 departments, committees, boards and commissions.  
6

7 2.4 CC&Rs means the declaration of covenants, conditions and  
8 restrictions which will be drafted by OWNERS, approved by the COUNTY and  
9 recorded against the Real Property, as further provided in the Conditions of Approval.

10 2.5 "Development Standards Handbook" means the development  
11 standards for the Project as set forth in Exhibit "E".  
12

13 2.6 "Golf Course Property" includes all real property for the golf and  
14 related recreational facilities component of the Project.

15 2.7 "OWNERS" mean those property owners identified above and  
16 their successors and assigns.

17 2.8 "Project" means the Southwest Pointe development as approved  
18 by the COUNTY in Case No. DA9-1-93 and this Agreement.

19 2.9 "Public Facilities" are facilities that will be dedicated to the  
20 COUNTY. Public Facilities shall include, but are not limited to: on-site or offsite  
21 sewage collection facilities; water rights dedicated for service; water systems facilities;  
22 together with all lines, mains, holding and disposing areas, tanks, public easements  
23 and rights-of-way; and all off-site improvements that include public roadways,  
24 equipment, street lights and traffic signals. Owner constructed Public Facilities for  
25 water will include all non-golf related improvements consisting of the required water  
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1 storage tanks, well improvements, water mains, water services, water meters, gate  
2 valves, fire hydrants, flush valves, air release valves and related appurtenances. The  
3 Public Facilities for sewer will include sewer manholes, sewer mains, sewer laterals  
4 and collection lines within the Common Area Property as well as off-site effluent  
5 irrigation lines, tanks and pump stations, and the on-site effluent main line and  
6 reservoirs. In addition, Public Facilities also includes improvement of Whites Creek  
7 Lane as specified in the Conditions of Approval.  
8

9 2.10 "Public Utilities" include, but are not limited to, water, sewer,  
10 natural gas, electricity, telephone, and cable television, together with all equipment  
11 and easements dedicated for these utilities.  
12

13 2.11 "Real Property" means all the real property described in Exhibit  
14 "A". The real property includes the Golf Course Property, the Subdivision Property,  
15 and any remaining real property within the Project.  
16

17 2.12 "Site Plan" means the plans in compliance with Code §  
18 110.814.45 and attached hereto as Exhibit "F", and includes the Development  
19 Standards Handbook, Exhibit "E".  
20

21 2.13 "Subdivision Improvements" are any on-site or off-site  
22 improvements or facilities required of residential subdivisions pursuant to this  
23 Agreement. Subdivision Improvements include, but are not limited to, all drainage  
24 improvements, common area improvements, curbs, streets, gutters, medians,  
25 parkways, pedestrian and bike paths, sidewalks, street lights, any directional traffic  
26 devices, and the Public Facilities required in connection with residential development.  
27  
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1                   2.14 "Subdivision Property" includes all real property for the residential  
2 housing component of the Project.

3                   **3.    REQUIRED CONTENTS OF AGREEMENT.** Pursuant to Code §  
4 110.814.75, the following matters are included in this Agreement.

5                   **3.1   Preliminary Agreement.** Reference is made to the preliminary  
6 development agreement as approved in Case No. DA9-1-93 and amended or  
7 superseded by this Agreement.

8                   **3.2   Legal Agreement.** The substance of covenants, grants or  
9 easements, or other restrictions proposed to be imposed upon the use of the land,  
10 buildings and structures, including proposed easements or grants for Public Utilities  
11 shall be as provided in the CC&Rs and as specified in the Conditions of Approval.

12                   **3.3   Site Plan.** A Site Plan in conformance to Code § 110.814.45 is  
13 attached to this Agreement as Exhibit "F"; and includes the Development Standards  
14 Handbook, Exhibit "E".

15                   **3.4   Installation and Maintenance.** A program for the installation and  
16 maintenance of parking areas, lighting, landscaping, private drainage facilities  
17 (including detention ponds, ditches, storm drains and drop inlets), private streets,  
18 utilities, recreational facilities and other infrastructure is specified in the Conditions of  
19 Approval and will be further provided for, in part, in the CC&Rs.

20                   **3.5   Open Space Resources.** A program for the protection of open  
21 space resources, approved by COUNTY, is attached as Exhibit "G". No open space  
22 shall be sold to a bona fide third party without prior written consent of County. As  
23

1 provided in Exhibit "G", after the 10-acre park is constructed, the County shall be  
2 responsible for park maintenance and upkeep.

3 **3.6 Development Schedule And Phasing.** Guidelines for a  
4 development schedule and phasing of the Project are more particularly described in  
5 the Development Standards Handbook ( See Article I), Exhibit "E".  
6

7 **3.7 Development Standards Handbook.** A Development Standards  
8 Handbook in compliance with Code § 110.814.35(a) is attached hereto as Exhibit "E".

9 **3.8 Incorporation Of Other Exhibits.** The following exhibits are also  
10 attached hereto:

- 11 a) Right-Of-Way Documents for Off-Site Access from  
12 Thomas Creek Road, Exhibit "H";
- 13 b) Construction Traffic Haul Route Plan, Exhibit "I";
- 14 c) Concept-Level Storm Drain Plan, Exhibit "J";
- 15 d) Geotechnical Report On Earthquake Faulting, Exhibit "K";  
16 and
- 17 e) Schematic Water System Plan, Exhibit "L".

18 **4. EFFECT OF AGREEMENT.**

19 **4.1 Entitlements.** The approval of this Agreement by County  
20 constitutes a vested right of OWNERS to develop the Real Property as set forth in this  
21 Agreement and pursuant to the land use designations provided herein. Pursuant to  
22 Code § 110.814.15(b), this Agreement does not prevent COUNTY in a subsequent  
23 action applicable to the Real Property from adopting new ordinances, resolutions or  
24 regulations that conflict with those ordinances, resolutions and regulations in effect at  
25 the time this Agreement is made, provided any new ordinances, resolutions or  
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28



1 regulations do not impose upon OWNERS restrictions, requirements or standards  
2 which are more burdensome, more expensive or more onerous to satisfy than those  
3 in effect at the time this Agreement is made; and provided further that any said new  
4 ordinances, resolutions or regulations do not conflict with provisions of this Agreement  
5 in a manner that adversely affects OWNERS. The parties agree such a conflict or  
6 inconsistency would prevent development of the Project as set forth in this Agreement.  
7 Nothing contained in this subsection 4.1 shall be construed to impair enforcement or  
8 compliance with the provisions of Code § 110.814.15(c) or (d).  
9

10 **4.2 Subsequent Approvals And Conditions.** Tentative maps and  
11 final maps for Subdivision Property, building permits, variances, parcel maps,  
12 boundary line adjustments, special use permits for nonresidential property, and other  
13 approvals by COUNTY within the Project ("Subsequent Approvals") shall be required  
14 pursuant to Code requirements in existence at the time this Agreement is made,  
15 except as stated otherwise herein. All Subsequent Approvals in conformance with  
16 NRS Chapter 278 and the Code (as amended hereby), and in substantial  
17 conformance with the provisions of this Agreement shall be approved by the COUNTY  
18 as a consent item without public hearing. The Conditions of Approval specified in  
19 Exhibit "B", "C", and "D" may not be amended by Subsequent Approvals without the  
20 consent of OWNERS. Any conditions imposed by COUNTY in Subsequent Approvals  
21 which pertain to the same subject matter as any Conditions of Approval may not  
22 impose restrictions, requirements or standards which are more burdensome, more  
23 expensive or more onerous for OWNERS to satisfy than any Conditions of Approval,  
24 without the consent of OWNERS; provided that reasonable conditions imposed by  
25  
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1 COUNTY in Subsequent Approvals which pertain to matters not addressed by any  
2 Conditions of Approval, or provide more detail and do not conflict with matters  
3 addressed by any Conditions of Approval, shall be allowed.

4 Conditions and provisions hereof regarding construction of off-site or on-site  
5 improvements (e.g. streets and utilities), including development standards and design  
6 guidelines, may be varied upon request of the OWNERS and approval of the County  
7 Engineer.

8  
9 **4.3 Subsequent Fees.** COUNTY currently imposes four (4) fees for  
10 the privilege of developing real property: a water connection fee; a sewer connection  
11 fee; a park residential construction tax; and the Regional Road Impact Fee ("RRIF")  
12 ("collectively County Fees"). The County Fees shall be imposed on applicable  
13 development within the Project in the same manner said fees are imposed for other  
14 similarly situated development in the COUNTY, subject to the following conditions.

15  
16 4.3.1 Provided OWNERS construct a potable water system as  
17 part of the Public Facilities to serve the potable water demands of the Project as those  
18 demands arise, COUNTY shall charge no water connection fee for development within  
19 the Project.

20  
21 4.3.2 Provided OWNERS receive a credit for all off-site sewer  
22 facilities infrastructure constructed by OWNERS, OWNERS shall pay the sewer  
23 connection fee at the time and in the amount specified by COUNTY ordinance.

24 4.3.3 Subject to any credits allowed by a RRIF Capital Front-  
25 Ending Agreement, OWNERS shall pay the RRIF at the time and in the amount  
26 specified by County ordinance.

1                   4.3.4 Subject to the provisions of an agreement between  
2 COUNTY and OWNERS for the construction of neighborhood park improvements  
3 within the Project, OWNERS shall pay the park residential construction tax at the time  
4 and in the amount specified under NRS 278.497 to NRS 278.4987.

5  
6                   **4.4 No New COUNTY Fees.** Except for the County Fees or as  
7 specified in subsections 4.5 and 4.6 below, no new fees or taxes enacted or approved  
8 by COUNTY after the date this Agreement is made for construction or development  
9 within the Project or for capital improvements for Public Facilities shall apply to the  
10 Project, provided that the provisions of this subsection are not intended to prohibit the  
11 imposition and collection of County fees and charges imposed at the time of execution  
12 hereof (e.g., for permits or inspections).

13  
14                   **4.5 Special Assessment Districts.** The parties agree that certain  
15 Public Facilities may be financed, constructed and paid for, in whole or in part, by one  
16 or more developer special assessment districts. For the purposes of the County's  
17 Special Assessment Guidelines dated February, 1992 ("Guidelines"), the parties agree  
18 that the following improvements generally provide a public benefit, satisfy Section A  
19 of the Guidelines and may be included at the discretion of the parties in a special  
20 assessment district:

- 21
- 22                   (a) the construction and land costs of Whites Creek Lane;
  - 23                   (b) the County-owned nonpotable water system for golf  
24                   course and landscape irrigation;
  - 25                   (c) the purchase price of creek water rights (with  
26                   supplemental groundwater rights) for the County-owned  
27                   nonpotable water system;
- 28

- 1 (d) the County-owned potable water system; and  
2  
3 (e) County-owned landscaping improvements and trails/paths  
4 along public streets.

5 **4.6 Nonpotable Water Agreement.** Any fees, costs and expenses  
6 of OWNERS pursuant to an agreement between the parties for the provision of  
7 nonpotable water for golf course and common area landscape irrigation shall not be  
8 construed as a new fee under subsection 4.4. above.

9 **4.7 Credits Or Reimbursements Of County Fees.** No successor or  
10 assign of OWNERS shall be entitled to a credit or reimbursement of a County Fee or  
11 fee imposed pursuant to subsection 4.6 above, unless that successor OWNER obtains  
12 an express assignment of the right to the credit or reimbursement from the OWNER  
13 who paid for or earned the credit or reimbursement of a County Fee.

14 **4.8 Parcel Maps.** OWNERS shall be entitled to submit or obtain  
15 approval of parcel maps within Project in order to facilitate development, even if said  
16 parcel maps create legal parcels within an area of the Project subject to a tentative  
17 map, provided that such parcel maps are not used as a subterfuge to create  
18 residential lots subject to an approved tentative map. OWNERS shall not be required  
19 to dedicate water rights for new parcels created by parcel maps within the Project, if  
20 such new parcels are not intended to require potable water service by COUNTY under  
21 the provisions of this Agreement.

22  
23 **4.9 Fire Protection.** Owners agree to transfer and dedicate free of  
24 charge to County (or to another government entity of County's choice) prior to the  
25 recordation of the first final map a one-acre fire station site located on Whites Creek  
26 Lane east of the proposed elementary school and east of the Project entrance. The  
27  
28

1 exact location and parcel configuration shall be mutually agreed by the parties. The  
2 deed for the fire station site shall restrict use to a fire station and ancillary purposes.  
3 Owners and representatives of the Nevada Division of Forestry have entered into  
4 discussions regarding the free dedication of the fire station site and other possible  
5 needs for fire protection, and no other commitments were made except Owner's  
6 agreement herein to dedicate the fire station site.  
7

8 **5. TERM OF AGREEMENT.**

9 The term of this Agreement shall be fifteen (15) years from the date  
10 hereof; provided that all applicable terms of this Agreement shall remain binding and  
11 enforceable regarding permits, construction or development on any portion of the Real  
12 Property subject to a tentative map, a recorded final map or a special use permit in  
13 existence at the time of expiration of this Agreement.  
14

15 **6. OBLIGATIONS OF OWNERS/ASSIGNMENT.**

16 The parties acknowledge that OWNERS will sell or otherwise convey title  
17 to portions of the Real Property as development occurs. Successors to OWNERS  
18 shall acquire rights and assume obligations only to the extent required under this  
19 Agreement to develop or use the portion of the Real Property so acquired. Upon  
20 conveyance of each portion of Real Property, OWNERS' liability for obligations under  
21 this Agreement shall terminate, provided the successor OWNERS assumes said  
22 obligations. The provisions of this Agreement constitute covenants running with the  
23 Real Property. Notwithstanding the provisions of this Section 6, a successor OWNER  
24 of a single lot created by final map within the Project shall not have any obligation  
25  
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1 under this Agreement other than for development and use of the lot so owned  
2 consistent with this Agreement.

3 **7. MISCELLANEOUS.**

4  
5 **7.1 Governing Law; Venue.** This Agreement is being executed and  
6 delivered in Washoe County, Nevada, and is intended to be  
7 performed in the State of Nevada, and the laws of Nevada shall  
8 govern the validity, construction, enforcement and interpretation  
9 of this Agreement. Venue for any legal action arising out of this  
10 Agreement shall be in Washoe County, Nevada.

11  
12 **7.2 Entirety and Amendments.** This Agreement embodies the entire  
13 Agreement between the parties and supersedes all prior  
14 agreements and understandings, if any, relating to the Project,  
15 and may be amended or supplemented only by an instrument in  
16 writing executed by the party against whom enforcement is  
17 sought, and as provided in Code § 110814.95(b). No oral  
18 statements or representations made before or after the execution  
19 of this Agreement regarding the subject matter of this Agreement  
20 are binding on a party, nor may any such oral statements or  
21 representations be relied on by a party.

22  
23 **7.3 Invalid Provisions.** If any provision of this Agreement is held to  
24 be illegal, invalid or unenforceable under present or future laws,  
25 such provision shall be fully severable. The Agreement shall be  
26 construed and enforced as if such illegal, invalid or unenforceable  
27 provision had never comprised a part of the Agreement. The  
28 remaining provisions of the Agreement shall remain in full force  
and effect and shall not be affected by the illegal, invalid or  
unenforceable provision or by its severance from this Agreement.

**7.4 Parties Bound and Assignment.** Subject to the provisions of  
Section 6, this Agreement shall be binding upon and inure to the  
benefit of the parties, and their respective heirs, personal  
representatives, successors and assigns. In the event COUNTY,  
for any reason, ceases to have jurisdiction as the applicable local  
governmental entity regarding the subject matter of all or any part  
of the Agreement, COUNTY shall require the new entity to  
assume the applicable obligations hereof.

**7.5 Further Acts.** In addition to the acts recited in this Agreement to  
be performed, the parties agree to perform, or cause to be  
performed, any and all further acts as may be reasonably  
necessary to consummate the obligations contemplated hereby.

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7.6 **Headings.** Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

7.7 **Attorneys' Fees.** In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

7.8 **Notice.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

**COUNTY:**

Director, Department of Development Review  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-6100  
Facsimile: (702) 328-3648

with a copy to:

Assistant District Attorney, Civil Division  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-3200  
Facsimile: (702) 328-3283

**OWNERS:**

Southwest Pointe Partners  
P.O. Box 346  
Genoa, NV 89411  
Telephone: (702) 782-5888  
Facsimile: (702) 782-5899

Gerald C. Smith, Esq.  
Redfield Land Company  
1755 East Plumb Lane, Suite 212  
Reno, NV 89502  
Telephone: (702) 323-1373  
Facsimile: (702) 323-4476

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with a copy to:

Robert M. Sader, Esq.  
462 Court Street  
Reno, NV 89501  
Telephone: (702) 329-8310  
Facsimile: (702) 329-8591

The persons and addresses to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon delivery.

**7.9 Receipt Defined.** For the purpose of this Agreement, the term "delivery" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**7.10 Indemnity.** Developer shall indemnify and hold harmless COUNTY and its officers, employees, and agents, from any claims, demands, losses, defense costs, or liability of any kind or nature, which COUNTY may sustain or incur or which may be imposed upon them out of actions by, or the negligence of, Developer, its officers, agents or employees, arising out of Developer's obligations specified in Section 2 hereof, accepting only liability arising out of gross negligence or intentional wrong doing by County, its officers, agents, or employees.

**7.11 Arbitration.** Any dispute arising from rights or obligations of this Agreement shall be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association, including any disputes regarding consents or approvals to be given by a party. The decision of the arbitrator shall be final and binding on both parties.

**7.12 Recordation.** This Agreement shall not be recorded, but in order to comply with Code § 110.814.95(c) the Memorandum Of Agreement attached hereto as Exhibit "M" shall be recorded upon execution hereof in the office of the Recorder of Washoe County, Nevada.



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**7.13 Exhibits.** All exhibits to this Agreement are incorporated herein as if fully set forth.

In Witness Whereof, the parties have executed this Agreement on the day and year written above.

**OWNERS:**

**SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership**

By: \_\_\_\_\_  
JEFFERY DINGMAN, Partner

By: \_\_\_\_\_  
CARL PANATTONI, Partner

**NELL J. REDFIELD TRUST**

By: \_\_\_\_\_  
BETTY ALYCE JONES, Trustee

By: \_\_\_\_\_  
HELEN JEANE JONES, Trustee

By: \_\_\_\_\_  
IRIS G. BREWERTON, Trustee

By: \_\_\_\_\_  
KENNETH G. WALKER, Trustee

By: \_\_\_\_\_  
GERALD C. SMITH, Trustee

**COUNTY:**

**THE COUNTY OF WASHOE, a  
political subdivision of the State  
of Nevada**

By: \_\_\_\_\_  
STEPHEN BRADHURST, Chairman  
Board Of County Commissioners

**ATTEST:**

\_\_\_\_\_  
JUDI BAILEY, County Clerk

**Approved As To Form:**

By: \_\_\_\_\_  
MADELYN SHIPMAN  
Assistant District Attorney

# Southwest Pointe

## Final Development Agreement

Prepared for:  
Southwest Pointe Partners  
and the  
Trustees of the Nell J. Redfield Trust

Prepared by:  
CFA, Inc.  
and  
Robert M. Sader, Ltd.

May 1996

*Amended  
6/21/96*

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**FINAL DEVELOPMENT AGREEMENT**

**BETWEEN**

**COUNTY OF WASHOE, a political subdivision  
of the State of Nevada**

**BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.  
BREWERTON, KENNETH G. WALKER, AND GERALD C.  
SMITH, Trustees of The Nell J. Redfield Trust**

**AND**

**SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership**

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EXHIBITS

- A Legal Description
- B Conditions of Development Agreement Case No. DA9-1-93
- C Conditions of Special Use Permit Case No. SPW9-10-93
- D Conditions of Special Use Permit Case No. SPW9-13-93
- E Development Standards Handbook
- F Site Plan
- G Open Space Management Plan
- H Right-Of-Way Documents for Off-Site Access from Thomas Creek Road
- I Construction Traffic Haul Route Plan
- J Concept-Level Storm Drain
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- L Schematic Water System Plan
- M Memorandum of Agreement

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**FINAL DEVELOPMENT AGREEMENT**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 1996 by and between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada ("COUNTY"); and **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G. BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The Nell J. Redfield Trust and **SOUTHWEST POINTE PARTNERS**, a Nevada general partnership, (collectively referred to as "OWNERS"). For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **GENERAL.**

1.1 **Legal Authority.** Nevada Revised Statute ("NRS") 278.0201 to 278.0207 and Washoe County Development Code (the "Code") §§ 110.814.00 to 110.814.95 authorize the COUNTY and the OWNERS to enter into agreements for the development of real property. This Agreement is a final development agreement, as defined in Code § 110.814.75, and as provided in NRS Chapter 278.

1.2 **The Project.** The OWNERS hold a legal or equitable interest in certain real property located in COUNTY, a legal description of which is attached as Exhibit "A". Development of the real property, subject to the terms of this Agreement, has been authorized by COUNTY under Case No. DA9-1-93 and ancillary cases, and is described as a residential community which includes 1,090 residential lots with common open space, a water delivery system (potable and nonpotable), sewer system, two golf courses with related recreational facilities, and a commercial village center, the total acreage being ±3,171.6 acres, designated under COUNTY land use



1 designations as Low Density Suburban, Low Density Rural, Medium Density Rural,  
2 High Density Rural, and General Rural (the "Project").

3 **1.3 Past Approvals.** The OWNERS have obtained the following  
4 approvals from the COUNTY pertaining to the Project:  
5

- 6 a) On June 11, 1996 OWNERS obtained approval from the  
7 Board of County Commissioners for conditions to DA9-1-  
8 93. Said conditions and amendments are attached hereto  
9 as Exhibit "B".
- 10 b) On September 5, 1995 OWNERS obtained approval from  
11 the Planning Commission for a Special Use Permit (Case  
12 No. SPW9-10-93) to develop a water system having  
13 storage of 1.4 million gallons and necessary delivery  
14 system. The order issuing such approval is attached as  
15 Exhibit "C"
- 16 c) On May 2, 1995 OWNERS obtained approval from the  
17 Planning Commission for a Special Use Permit (Case No.  
18 SPW9-13-93) to grade the first golf course and improve  
19 the construction access. The order issuing such approval  
20 is attached as Exhibit "D".
- 21 d) On November 8, 1994 OWNERS obtained approval from  
22 the Board of County Commissioners to amend the  
23 preliminary development agreement.
- 24 e) On September 27, 1994 OWNERS obtained approval from  
25 the Board of County Commissioners for an 18-month  
26 extension to submit a draft final agreement, which  
27 OWNERS have submitted in compliance with said  
28 extension.
- 29 f) On February 8, 1994 OWNERS obtained approval from  
30 the Board of County Commissioners pursuant to Code §  
31 110.814.70 of a preliminary development agreement (Case  
32 No. DA9-1-93).

33 **1.4 Ordinance.** This Agreement shall be approved by ordinance. The  
34 Project is to be developed as a single entity and includes uses and development

1 standards consistent with the Washoe County Comprehensive Plan and the Southwest  
2 Truckee Meadows Area Plan.

3           **1.5 Benefit To OWNERS.** The OWNERS acknowledge and agree  
4 that, prior to entering into this Agreement appropriate legal advice and counsel was  
5 sought, that the OWNERS made a voluntary informed business decision to enter into  
6 this Agreement in good faith. The OWNERS further acknowledge and agree that  
7 substantial benefits will accrue to the OWNERS as a result of the OWNERS and the  
8 COUNTY entering into this Agreement, including entitlements to develop the Project  
9 in accordance with this Agreement and the Conditions of Approval, an extension or  
10 opportunity to seek an extension of the time in which to file a final subdivision map  
11 under this Agreement, certainty in the particular on-site and offsite improvements and  
12 requirements which the OWNERS will be responsible for constructing or completing,  
13 and certainty in the imposition of land use fees or obligations which may be imposed  
14 by the COUNTY.  
15

16           **1.6 Benefit to COUNTY.** The COUNTY acknowledges and agrees  
17 that substantial benefits will accrue to the COUNTY as a result of OWNERS and the  
18 COUNTY entering into this Agreement, including the rational, planned land uses and  
19 development of the Real Property.  
20

21  
22           **2. SELECTED DEFINITIONS.**

23           2.1 "Agreement" means this development agreement.

24           2.2 "Conditions of Approval" mean all conditions of the Project  
25 approvals as set forth in the orders from Washoe County attached to this Agreement.  
26  
27  
28

1 as Exhibits B, C, and D, which conditions are incorporated herein as provisions of this  
2 Agreement.

3 2.3 "COUNTY" means Washoe County, a political subdivision of the  
4 State of Nevada, and its officers, elected officials, agents, employees, divisions,  
5 departments, committees, boards and commissions.  
6

7 2.4 CC&Rs means the declaration of covenants, conditions and  
8 restrictions which will be drafted by OWNERS, approved by the COUNTY and  
9 recorded against the Real Property, as further provided in the Conditions of Approval.

10 2.5 "Development Standards Handbook" means the development  
11 standards for the Project as set forth in Exhibit "E".  
12

13 2.6 "Golf Course Property" includes all real property for the golf and  
14 related recreational facilities component of the Project.

15 2.7 "OWNERS" mean those property owners identified above and  
16 their successors and assigns.

17 2.8 "Project" means the Southwest Pointe development as approved  
18 by the COUNTY in Case No. DA9-1-93 and this Agreement.

19 2.9 "Public Facilities" are facilities that will be dedicated to the  
20 COUNTY. Public Facilities shall include, but are not limited to: on-site or offsite  
21 sewage collection facilities; water rights dedicated for service; water systems facilities;  
22 together with all lines, mains, holding and disposing areas, tanks, public easements  
23 and rights-of-way; and all off-site improvements that include public roadways,  
24 equipment, street lights and traffic signals. Owner constructed Public Facilities for  
25 water will include all non-golf related improvements consisting of the required water  
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1 storage tanks, well improvements, water mains, water services, water meters, gate  
2 valves, fire hydrants, flush valves, air release valves and related appurtenances. The  
3 Public Facilities for sewer will include sewer manholes, sewer mains, sewer laterals  
4 and collection lines within the Common Area Property as well as off-site effluent  
5 irrigation lines, tanks and pump stations, and the on-site effluent main line and  
6 reservoirs. In addition, Public Facilities also includes improvement of Whites Creek  
7 Lane as specified in the Conditions of Approval.  
8

9 2.10 "Public Utilities" include, but are not limited to, water, sewer,  
10 natural gas, electricity, telephone, and cable television, together with all equipment  
11 and easements dedicated for these utilities.  
12

13 2.11 "Real Property" means all the real property described in Exhibit  
14 "A". The real property includes the Golf Course Property, the Subdivision Property,  
15 and any remaining real property within the Project.  
16

17 2.12 "Site Plan" means the plans in compliance with Code §  
18 110.814.45 and attached hereto as Exhibit "F", and includes the Development  
19 Standards Handbook, Exhibit "E".  
20

21 2.13 "Subdivision Improvements" are any on-site or off-site  
22 improvements or facilities required of residential subdivisions pursuant to this  
23 Agreement. Subdivision Improvements include, but are not limited to, all drainage  
24 improvements, common area improvements, curbs, streets, gutters, medians,  
25 parkways, pedestrian and bike paths, sidewalks, street lights, any directional traffic  
26 devices, and the Public Facilities required in connection with residential development.  
27  
28

1                   2.14 "Subdivision Property" includes all real property for the residential  
2 housing component of the Project.

3                   **3.     REQUIRED CONTENTS OF AGREEMENT.** Pursuant to Code §  
4 110.814.75, the following matters are included in this Agreement.

5  
6                   **3.1     Preliminary Agreement.** Reference is made to the preliminary  
7 development agreement as approved in Case No. DA9-1-93 and amended or  
8 superseded by this Agreement.

9                   **3.2     Legal Agreement.** The substance of covenants, grants or  
10 easements, or other restrictions proposed to be imposed upon the use of the land,  
11 buildings and structures, including proposed easements or grants for Public Utilities  
12 shall be as provided in the CC&Rs and as specified in the Conditions of Approval.

13  
14                   **3.3     Site Plan.** A Site Plan in conformance to Code § 110.814.45 is  
15 attached to this Agreement as Exhibit "F"; and includes the Development Standards  
16 Handbook, Exhibit "E".

17                   **3.4     Installation and Maintenance.** A program for the installation and  
18 maintenance of parking areas, lighting, landscaping, private drainage facilities  
19 (including detention ponds, ditches, storm drains and drop inlets), private streets,  
20 utilities, recreational facilities and other infrastructure is specified in the Conditions of  
21 Approval and will be further provided for, in part, in the CC&Rs.

22                   **3.5     Open Space Resources.** A program for the protection of open  
23 space resources, approved by COUNTY, is attached as Exhibit "G". No open space  
24 shall be sold to a bona fide third party without prior written consent of County. As  
25  
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28

1 provided in Exhibit "G", after the 10-acre park is constructed, the County shall be  
2 responsible for park maintenance and upkeep.

3 **3.6 Development Schedule And Phasing.** Guidelines for a  
4 development schedule and phasing of the Project are more particularly described in  
5 the Development Standards Handbook ( See Article I), Exhibit "E".  
6

7 **3.7 Development Standards Handbook.** A Development Standards  
8 Handbook in compliance with Code § 110.814.35(a) is attached hereto as Exhibit "E".

9 **3.8 Incorporation Of Other Exhibits.** The following exhibits are also  
10 attached hereto:

- 11 a) Right-Of-Way Documents for Off-Site Access from
- 12 Thomas Creek Road, Exhibit "H";
- 13 b) Construction Traffic Haul Route Plan, Exhibit "I";
- 14 c) Concept-Level Storm Drain Plan, Exhibit "J";
- 15 d) Geotechnical Report On Earthquake Faulting, Exhibit "K";
- 16 and
- 17 e) Schematic Water System Plan, Exhibit "L".

18 **4. EFFECT OF AGREEMENT.**

19 **4.1 Entitlements.** The approval of this Agreement by County  
20 constitutes a vested right of OWNERS to develop the Real Property as set forth in this  
21 Agreement and pursuant to the land use designations provided herein. Pursuant to  
22 Code § 110.814.15(b), this Agreement does not prevent COUNTY in a subsequent  
23 action applicable to the Real Property from adopting new ordinances, resolutions or  
24 regulations that conflict with those ordinances, resolutions and regulations in effect at  
25 the time this Agreement is made, provided any new ordinances, resolutions or  
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1 regulations do not impose upon OWNERS restrictions, requirements or standards  
2 which are more burdensome, more expensive or more onerous to satisfy than those  
3 in effect at the time this Agreement is made; and provided further that any said new  
4 ordinances, resolutions or regulations do not conflict with provisions of this Agreement  
5 in a manner that adversely affects OWNERS. The parties agree such a conflict or  
6 inconsistency would prevent development of the Project as set forth in this Agreement.  
7 Nothing contained in this subsection 4.1 shall be construed to impair enforcement or  
8 compliance with the provisions of Code § 110.814.15(c) or (d).  
9

10 **4.2 Subsequent Approvals And Conditions.** Tentative maps and  
11 final maps for Subdivision Property, building permits, variances, parcel maps,  
12 boundary line adjustments, special use permits for nonresidential property, and other  
13 approvals by COUNTY within the Project ("Subsequent Approvals") shall be required  
14 pursuant to Code requirements in existence at the time this Agreement is made,  
15 except as stated otherwise herein. All Subsequent Approvals in conformance with  
16 NRS Chapter 278 and the Code (as amended hereby), and in substantial  
17 conformance with the provisions of this Agreement shall be approved by the COUNTY  
18 as a consent item without public hearing. The Conditions of Approval specified in  
19 Exhibit "B", "C", and "D" may not be amended by Subsequent Approvals without the  
20 consent of OWNERS. Any conditions imposed by COUNTY in Subsequent Approvals  
21 which pertain to the same subject matter as any Conditions of Approval may not  
22 impose restrictions, requirements or standards which are more burdensome, more  
23 expensive or more onerous for OWNERS to satisfy than any Conditions of Approval,  
24 without the consent of OWNERS; provided that reasonable conditions imposed by  
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1 COUNTY in Subsequent Approvals which pertain to matters not addressed by any  
2 Conditions of Approval, or provide more detail and do not conflict with matters  
3 addressed by any Conditions of Approval, shall be allowed.

4  
5 Conditions and provisions hereof regarding construction of off-site or on-site  
6 improvements (e.g. streets and utilities), including development standards and design  
7 guidelines, may be varied upon request of the OWNERS and approval of the County  
8 Engineer.

9 **4.3 Subsequent Fees.** COUNTY currently imposes four (4) fees for  
10 the privilege of developing real property: a water connection fee; a sewer connection  
11 fee; a park residential construction tax; and the Regional Road Impact Fee ("RRIF")  
12 ("collectively County Fees"). The County Fees shall be imposed on applicable  
13 development within the Project in the same manner said fees are imposed for other  
14 similarly situated development in the COUNTY, subject to the following conditions.

15  
16 4.3.1 Provided OWNERS construct a potable water system as  
17 part of the Public Facilities to serve the potable water demands of the Project as those  
18 demands arise, COUNTY shall charge no water connection fee for development within  
19 the Project.

20  
21 4.3.2 Provided OWNERS receive a credit for all off-site sewer  
22 facilities infrastructure constructed by OWNERS, OWNERS shall pay the sewer  
23 connection fee at the time and in the amount specified by COUNTY ordinance.

24 4.3.3 Subject to any credits allowed by a RRIF Capital Front-  
25 Ending Agreement, OWNERS shall pay the RRIF at the time and in the amount  
26 specified by County ordinance.



1                   4.3.4 Subject to the provisions of an agreement between  
2 COUNTY and OWNERS for the construction of neighborhood park improvements  
3 within the Project, OWNERS shall pay the park residential construction tax at the time  
4 and in the amount specified under NRS 278.497 to NRS 278.4987.  
5

6                   **4.4 No New COUNTY Fees.** Except for the County Fees or as  
7 specified in subsections 4.5 and 4.6 below, no new fees or taxes enacted or approved  
8 by COUNTY after the date this Agreement is made for construction or development  
9 within the Project or for capital improvements for Public Facilities shall apply to the  
10 Project, provided that the provisions of this subsection are not intended to prohibit the  
11 imposition and collection of County fees and charges imposed at the time of execution  
12 hereof (e.g., for permits or inspections).  
13

14                   **4.5 Special Assessment Districts.** The parties agree that certain  
15 Public Facilities may be financed, constructed and paid for, in whole or in part, by one  
16 or more developer special assessment districts. For the purposes of the County's  
17 Special Assessment Guidelines dated February, 1992 ("Guidelines"), the parties agree  
18 that the following improvements generally provide a public benefit, satisfy Section A  
19 of the Guidelines and may be included at the discretion of the parties in a special  
20 assessment district:  
21

- 22                   (a) the construction and land costs of Whites Creek Lane;  
23                   (b) the County-owned nonpotable water system for golf  
24                   course and landscape irrigation;  
25                   (c) the purchase price of creek water rights (with  
26                   supplemental groundwater rights) for the County-owned  
27                   nonpotable water system;  
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- (d) the County-owned potable water system; and
- (e) County-owned landscaping improvements and trails/paths along public streets.

**4.6 Nonpotable Water Agreement.** Any fees, costs and expenses of OWNERS pursuant to an agreement between the parties for the provision of nonpotable water for golf course and common area landscape irrigation shall not be construed as a new fee under subsection 4.4. above.

**4.7 Credits Or Reimbursements Of County Fees.** No successor or assign of OWNERS shall be entitled to a credit or reimbursement of a County Fee or fee imposed pursuant to subsection 4.6 above, unless that successor OWNER obtains an express assignment of the right to the credit or reimbursement from the OWNER who paid for or earned the credit or reimbursement of a County Fee.

**4.8 Parcel Maps.** OWNERS shall be entitled to submit or obtain approval of parcel maps within Project in order to facilitate development, even if said parcel maps create legal parcels within an area of the Project subject to a tentative map, provided that such parcel maps are not used as a subterfuge to create residential lots subject to an approved tentative map. OWNERS shall not be required to dedicate water rights for new parcels created by parcel maps within the Project, if such new parcels are not intended to require potable water service by COUNTY under the provisions of this Agreement.

**4.9 Fire Protection.** Owners agree to transfer and dedicate free of charge to County (or to another government entity of County's choice) prior to the recordation of the first final map a one-acre fire station site located on Whites Creek Lane east of the proposed elementary school and east of the Project entrance. The

1 exact location and parcel configuration shall be mutually agreed by the parties. The  
2 deed for the fire station site shall restrict use to a fire station and ancillary purposes.  
3 Owners and representatives of the Nevada Division of Forestry have entered into  
4 discussions regarding the free dedication of the fire station site and other possible  
5 needs for fire protection, and no other commitments were made except Owner's  
6 agreement herein to dedicate the fire station site.  
7

8 **5. TERM OF AGREEMENT.**

9 The term of this Agreement shall be fifteen (15) years from the date  
10 hereof; provided that all applicable terms of this Agreement shall remain binding and  
11 enforceable regarding permits, construction or development on any portion of the Real  
12 Property subject to a tentative map, a recorded final map or a special use permit in  
13 existence at the time of expiration of this Agreement.  
14

15 **6. OBLIGATIONS OF OWNERS/ASSIGNMENT.**

16 The parties acknowledge that OWNERS will sell or otherwise convey title  
17 to portions of the Real Property as development occurs. Successors to OWNERS  
18 shall acquire rights and assume obligations only to the extent required under this  
19 Agreement to develop or use the portion of the Real Property so acquired. Upon  
20 conveyance of each portion of Real Property, OWNERS' liability for obligations under  
21 this Agreement shall terminate, provided the successor OWNERS assumes said  
22 obligations. The provisions of this Agreement constitute covenants running with the  
23 Real Property. Notwithstanding the provisions of this Section 6, a successor OWNER  
24 of a single lot created by final map within the Project shall not have any obligation  
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1 under this Agreement other than for development and use of the lot so owned  
2 consistent with this Agreement.

3 **7. MISCELLANEOUS.**

4  
5 **7.1 Governing Law; Venue.** This Agreement is being executed and  
6 delivered in Washoe County, Nevada, and is intended to be  
7 performed in the State of Nevada, and the laws of Nevada shall  
8 govern the validity, construction, enforcement and interpretation  
9 of this Agreement. Venue for any legal action arising out of this  
10 Agreement shall be in Washoe County, Nevada.

11  
12 **7.2 Entirety and Amendments.** This Agreement embodies the entire  
13 Agreement between the parties and supersedes all prior  
14 agreements and understandings, if any, relating to the Project,  
15 and may be amended or supplemented only by an instrument in  
16 writing executed by the party against whom enforcement is  
17 sought, and as provided in Code § 110814.95(b). No oral  
18 statements or representations made before or after the execution  
19 of this Agreement regarding the subject matter of this Agreement  
20 are binding on a party, nor may any such oral statements or  
21 representations be relied on by a party.

22  
23 **7.3 Invalid Provisions.** If any provision of this Agreement is held to  
24 be illegal, invalid or unenforceable under present or future laws,  
25 such provision shall be fully severable. The Agreement shall be  
26 construed and enforced as if such illegal, invalid or unenforceable  
27 provision had never comprised a part of the Agreement. The  
28 remaining provisions of the Agreement shall remain in full force  
and effect and shall not be affected by the illegal, invalid or  
unenforceable provision or by its severance from this Agreement.

**7.4 Parties Bound and Assignment.** Subject to the provisions of  
Section 6, this Agreement shall be binding upon and inure to the  
benefit of the parties, and their respective heirs, personal  
representatives, successors and assigns. In the event COUNTY,  
for any reason, ceases to have jurisdiction as the applicable local  
governmental entity regarding the subject matter of all or any part  
of the Agreement, COUNTY shall require the new entity to  
assume the applicable obligations hereof.

**7.5 Further Acts.** In addition to the acts recited in this Agreement to  
be performed, the parties agree to perform, or cause to be  
performed, any and all further acts as may be reasonably  
necessary to consummate the obligations contemplated hereby.

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**7.6** Headings. Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

**7.7** Attorneys' Fees. In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

**7.8** Notice. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

**COUNTY:**

Director, Department of Development Review  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-6100  
Facsimile: (702) 328-3648

with a copy to:

Assistant District Attorney, Civil Division  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-3200  
Facsimile: (702) 328-3283

**OWNERS:**

Southwest Pointe Partners  
P.O. Box 346  
Genoa, NV 89411  
Telephone: (702) 782-5888  
Facsimile: (702) 782-5899

Gerald C. Smith, Esq.  
Redfield Land Company  
1755 East Plumb Lane, Suite 212  
Reno, NV 89502  
Telephone: (702) 323-1373  
Facsimile: (702) 323-4476

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with a copy to:

Robert M. Sader, Esq.  
462 Court Street  
Reno, NV 89501  
Telephone: (702) 329-8310  
Facsimile: (702) 329-8591

The persons and addresses to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon delivery.

**7.9 Receipt Defined.** For the purpose of this Agreement, the term "delivery" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**7.10 Indemnity.** Developer shall indemnify and hold harmless COUNTY and its officers, employees, and agents, from any claims, demands, losses, defense costs, or liability of any kind or nature, which COUNTY may sustain or incur or which may be imposed upon them out of actions by, or the negligence of, Developer, its officers, agents or employees, arising out of Developer's obligations specified in Section 2 hereof, accepting only liability arising out of gross negligence or intentional wrong doing by County, its officers, agents, or employees.

**7.11 Arbitration.** Any dispute arising from rights or obligations of this Agreement shall be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association, including any disputes regarding consents or approvals to be given by a party. The decision of the arbitrator shall be final and binding on both parties.

**7.12 Recordation.** This Agreement shall not be recorded, but in order to comply with Code § 110.814.95(c) the Memorandum Of Agreement attached hereto as Exhibit "M" shall be recorded upon execution hereof in the office of the Recorder of Washoe County, Nevada.

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7.13 Exhibits. All exhibits to this Agreement are incorporated herein as if fully set forth.

In Witness Whereof, the parties have executed this Agreement on the day and year written above.

**OWNERS:**  
  
**SOUTHWEST POINTE PARTNERS,**  
a Nevada general partnership

**COUNTY:**  
  
**THE COUNTY OF WASHOE, a**  
political subdivision of the State  
of Nevada

By: \_\_\_\_\_  
JEFFERY DINGMAN, Partner

By: \_\_\_\_\_  
STEPHEN BRADHURST, Chairman  
Board Of County Commissioners

By: \_\_\_\_\_  
CARL PANATTONI, Partner

**ATTEST:**

**NELL J. REDFIELD TRUST**

\_\_\_\_\_  
JUDI BAILEY, County Clerk

By: \_\_\_\_\_  
BETTY ALYCE JONES, Trustee

**Approved As To Form:**

By: \_\_\_\_\_  
HELEN JEANE JONES, Trustee

By: \_\_\_\_\_  
MADELYN SHIPMAN  
Assistant District Attorney

By: \_\_\_\_\_  
IRIS G. BREWERTON, Trustee

By: \_\_\_\_\_  
KENNETH G. WALKER, Trustee

By: \_\_\_\_\_  
GERALD C. SMITH, Trustee

LEGAL DESCRIPTION  
SOUTHWEST POINTE

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, described as follows:

Parcel 1

T. 18 N., R. 19 E., MDB&M

Section 3: The south half

Excepting therefrom that portion thereof conveyed to Caleb Van Husen Whitbeck by Deed recorded in Book 86, Page 247, Deed Records.

Section 10: All

Excepting therefrom that portion thereof conveyed to Caleb Van Husen Whitbeck by Deed recorded in Book 86, Page 247, Deed records.

Further excepting therefrom those portions conveyed to the United States of America by Deed recorded October 23, 1984, in Book 2084, Page 80, as Document No. 957829, Official Records.

Parcel 2

T. 18 N., R. 19 E., MDB&M

Section 14: All

Section 15: The east half

Section 22: The east half

Section 23: All

Section 24: The west half

Section 26: The north half

Excepting therefrom that portion conveyed to the County of Washoe, a political subdivision, by Deed recorded April 29, 1988, in Book 2728, Page 395, as Document No. 1242873, Official Records.

Section 27: The northeast quarter; the west half of the southeast quarter; the southeast quarter of the southeast quarter.

Containing 3,272 acres, more or less.

*Amended  
6/21/96*



**DRAFT**

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**FINAL DEVELOPMENT AGREEMENT**

**BETWEEN**

**COUNTY OF WASHOE, a political subdivision  
of the State of Nevada**

**BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.  
BREWERTON, KENNETH G. WALKER, AND GERALD C.  
SMITH, Trustees of The Nell J. Redfield Trust**

**AND**

**SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership**

***SUPERCEDED***

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**EXHIBITS**

- A Legal Description
- B Conditions of Development Agreement Case No. DA9-1-93
- C Conditions of Special Use Permit Case No. SPW9-10-93
- D Conditions of Special Use Permit Case No. SPW9-13-93
- E Development Standards Handbook
- F Site Plan
- G Open Space Management Plan
- H Right-Of-Way Documents for Off-Site Access from Thomas Creek Road
- I Construction Traffic Haul Route Plan
- J Concept-Level Storm Drain
- K Geotechnical Report On Earthquake Faulting
- L Schematic Water System Plan
- M Memorandum of Agreement

1 **FINAL DEVELOPMENT AGREEMENT**

2  
3 This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 1996 by and  
4 between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada  
5 ("COUNTY"); and **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.**  
6 **BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The  
7 Nell J. Redfield Trust and **SOUTHWEST POINTE PARTNERS**, a Nevada general  
8 partnership, (collectively referred to as "OWNERS"). For valuable consideration,  
9 receipt of which is hereby acknowledged, the parties agree as follows:  
10

11 **1. GENERAL.**

12 1.1 **Legal Authority.** Nevada Revised Statute ("NRS") 278.0201 to  
13 278.0207 and Washoe County Development Code (the "Code") §§ 110.814.00 to  
14 110.814.95 authorize the COUNTY and the OWNERS to enter into agreements for the  
15 development of real property. This Agreement is a final development agreement, as  
16 defined in Code § 110.814.75, and as provided in NRS Chapter 278.  
17

18 1.2 **The Project.** The OWNERS hold a legal or equitable interest in  
19 certain real property located in COUNTY, a legal description of which is attached as  
20 Exhibit "A". Development of the real property, subject to the terms of this Agreement,  
21 has been authorized by COUNTY under Case No. DA9-1-93 and ancillary cases, and  
22 is described as a residential community which includes 1,090 residential lots with  
23 common open space, a water delivery system (potable and nonpotable), sewer  
24 system, two golf courses with related recreational facilities, and a commercial village  
25 center, the total acreage being ±3,171.6 acres, designated under COUNTY land use  
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1 designations as Low Density Suburban, Low Density Rural, Medium Density Rural,  
2 High Density Rural, and General Rural (the "Project").

3 **1.3 Past Approvals.** The OWNERS have obtained the following  
4 approvals from the COUNTY pertaining to the Project:  
5

- 6 a) On June 11, 1996 OWNERS obtained approval from the  
7 Board of County Commissioners for conditions to DA9-1-  
8 93. Said conditions and amendments are attached hereto  
9 as Exhibit "B".
- 10 b) On September 5, 1995 OWNERS obtained approval from  
11 the Planning Commission for a Special Use Permit (Case  
12 No. SPW9-10-93) to develop a water system having  
13 storage of 1.4 million gallons and necessary delivery  
14 system. The order issuing such approval is attached as  
15 Exhibit "C".
- 16 c) On May 2, 1995 OWNERS obtained approval from the  
17 Planning Commission for a Special Use Permit (Case No.  
18 SPW9-13-93) to grade the first golf course and improve  
19 the construction access. The order issuing such approval  
20 is attached as Exhibit "D".
- 21 d) On November 8, 1994 OWNERS obtained approval from  
22 the Board of County Commissioners to amend the  
23 preliminary development agreement.
- 24 e) On September 27, 1994 OWNERS obtained approval from  
25 the Board of County Commissioners for an 18-month  
26 extension to submit a draft final agreement, which  
27 OWNERS have submitted in compliance with said  
28 extension.
- f) On February 8, 1994 OWNERS obtained approval from  
the Board of County Commissioners pursuant to Code §  
110.814.70 of a preliminary development agreement (Case  
No. DA9-1-93).

1.4 **Ordinance.** This Agreement shall be approved by ordinance. The  
Project is to be developed as a single entity and includes uses and development

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standards consistent with the Washoe County Comprehensive Plan and the Southwest Truckee Meadows Area Plan.

**1.5 Benefit To OWNERS.** The OWNERS acknowledge and agree that, prior to entering into this Agreement appropriate legal advice and counsel was sought, that the OWNERS made a voluntary informed business decision to enter into this Agreement in good faith. The OWNERS further acknowledge and agree that substantial benefits will accrue to the OWNERS as a result of the OWNERS and the COUNTY entering into this Agreement, including entitlements to develop the Project in accordance with this Agreement and the Conditions of Approval, an extension or opportunity to seek an extension of the time in which to file a final subdivision map under this Agreement, certainty in the particular on-site and offsite improvements and requirements which the OWNERS will be responsible for constructing or completing, and certainty in the imposition of land use fees or obligations which may be imposed by the COUNTY.

**1.6 Benefit to COUNTY.** The COUNTY acknowledges and agrees that substantial benefits will accrue to the COUNTY as a result of OWNERS and the COUNTY entering into this Agreement, including the rational, planned land uses and development of the Real Property.

**2. SELECTED DEFINITIONS.**

2.1 "Agreement" means this development agreement.

2.2 "Conditions of Approval" mean all conditions of the Project approvals as set forth in the orders from Washoe County attached to this Agreement.

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as Exhibits B, C, and D, which conditions are incorporated herein as provisions of this Agreement.

2.3 "COUNTY" means Washoe County, a political subdivision of the State of Nevada, and its officers, elected officials, agents, employees, divisions, departments, committees, boards and commissions.

2.4 CC&Rs means the declaration of covenants, conditions and restrictions which will be drafted by OWNERS, approved by the COUNTY and recorded against the Real Property, as further provided in the Conditions of Approval.

2.5 "Development Standards Handbook" means the development standards for the Project as set forth in Exhibit "E".

2.6 "Golf Course Property" includes all real property for the golf and related recreational facilities component of the Project.

2.7 "OWNERS" mean those property owners identified above and their successors and assigns.

2.8 "Project" means the Southwest Pointe development as approved by the COUNTY in Case No. DA9-1-93 and this Agreement.

2.9 "Public Facilities" are facilities that will be dedicated to the COUNTY. Public Facilities shall include, but are not limited to: on-site or offsite sewage collection facilities; water rights dedicated for service; water systems facilities; together with all lines, mains, holding and disposing areas, tanks, public easements and rights-of-way; and all off-site improvements that include public roadways, equipment, street lights and traffic signals. Owner constructed Public Facilities for water will include all non-golf related improvements consisting of the required water



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storage tanks, well improvements, water mains, water services, water meters, gate valves, fire hydrants, flush valves, air release valves and related appurtenances. The Public Facilities for sewer will include sewer manholes, sewer mains, sewer laterals and collection lines within the Common Area Property as well as off-site effluent irrigation lines, tanks and pump stations, and the on-site effluent main line and reservoirs. In addition, Public Facilities also includes improvement of Whites Creek Lane as specified in the Conditions of Approval.

2.10 "Public Utilities" include, but are not limited to, water, sewer, natural gas, electricity, telephone, and cable television, together with all equipment and easements dedicated for these utilities.

2.11 "Real Property" means all the real property described in Exhibit "A". The real property includes the Golf Course Property, the Subdivision Property, and any remaining real property within the Project.

2.12 "Site Plan" means the plans in compliance with Code § 110.814.45 and attached hereto as Exhibit "F", and includes the Development Standards Handbook, Exhibit "E".

2.13 "Subdivision Improvements" are any on-site or off-site improvements or facilities required of residential subdivisions pursuant to this Agreement. Subdivision Improvements include, but are not limited to, all drainage improvements, common area improvements, curbs, streets, gutters, medians, parkways, pedestrian and bike paths, sidewalks, street lights, any directional traffic devices, and the Public Facilities required in connection with residential development.

1                   2.14 "Subdivision Property" includes all real property for the residential  
2 housing component of the Project.

3                   **3.     REQUIRED CONTENTS OF AGREEMENT.** Pursuant to Code §  
4 110.814.75, the following matters are included in this Agreement.

5                   **3.1     Preliminary Agreement.** Reference is made to the preliminary  
6 development agreement as approved in Case No. DA9-1-93 and amended or  
7 superseded by this Agreement.

8                   **3.2     Legal Agreement.** The substance of covenants, grants or  
9 easements, or other restrictions proposed to be imposed upon the use of the land,  
10 buildings and structures, including proposed easements or grants for Public Utilities  
11 shall be as provided in the CC&Rs and as specified in the Conditions of Approval.

12                   **3.3     Site Plan.** A Site Plan in conformance to Code § 110.814.45 is  
13 attached to this Agreement as Exhibit "F"; and includes the Development Standards  
14 Handbook, Exhibit "E".

15                   **3.4     Installation and Maintenance.** A program for the installation and  
16 maintenance of parking areas, lighting, landscaping, private drainage facilities  
17 (including detention ponds, ditches, storm drains and drop inlets), private streets,  
18 utilities, recreational facilities and other infrastructure is specified in the Conditions of  
19 Approval and will be further provided for, in part, in the CC&Rs.

20                   **3.5     Open Space Resources.** A program for the protection of open  
21 space resources, approved by COUNTY, is attached as Exhibit "G". No open space  
22 shall be sold to a bona fide third party without prior written consent of County. As  
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provided in Exhibit "G", after the 10-acre park is constructed, the County shall be responsible for park maintenance and upkeep.

**3.6 Development Schedule And Phasing.** Guidelines for a development schedule and phasing of the Project are more particularly described in the Development Standards Handbook ( See Article I), Exhibit "E".

**3.7 Development Standards Handbook.** A Development Standards Handbook in compliance with Code § 110.814.35(a) is attached hereto as Exhibit "E".

**3.8 Incorporation Of Other Exhibits.** The following exhibits are also attached hereto:

- a) Right-Of-Way Documents for Off-Site Access from Thomas Creek Road, Exhibit "H";
- b) Construction Traffic Haul Route Plan, Exhibit "I";
- c) Concept-Level Storm Drain Plan, Exhibit "J";
- d) Geotechnical Report On Earthquake Faulting, Exhibit "K"; and
- e) Schematic Water System Plan, Exhibit "L".

**4. EFFECT OF AGREEMENT.**

**4.1 Entitlements.** The approval of this Agreement by County constitutes a vested right of OWNERS to develop the Real Property as set forth in this Agreement and pursuant to the land use designations provided herein. Pursuant to Code § 110.814.15(b), this Agreement does not prevent COUNTY in a subsequent action applicable to the Real Property from adopting new ordinances, resolutions or regulations that conflict with those ordinances, resolutions and regulations in effect at the time this Agreement is made, provided any new ordinances, resolutions or

1 regulations do not impose upon OWNERS restrictions, requirements or standards  
2 which are more burdensome, more expensive or more onerous to satisfy than those  
3 in effect at the time this Agreement is made; and provided further that any said new  
4 ordinances, resolutions or regulations do not conflict with provisions of this Agreement  
5 in a manner that adversely affects OWNERS. The parties agree such a conflict or  
6 inconsistency would prevent development of the Project as set forth in this Agreement.  
7  
8 Nothing contained in this subsection 4.1 shall be construed to impair enforcement or  
9 compliance with the provisions of Code § 110.814.15(c) or (d).

10 **4.2 Subsequent Approvals And Conditions.** Tentative maps and  
11 final maps for Subdivision Property, building permits, variances, parcel maps,  
12 boundary line adjustments, special use permits for nonresidential property, and other  
13 approvals by COUNTY within the Project ("Subsequent Approvals") shall be required  
14 pursuant to Code requirements in existence at the time this Agreement is made,  
15 except as stated otherwise herein. All Subsequent Approvals in conformance with  
16 NRS Chapter 278 and the Code (as amended hereby), and in substantial  
17 conformance with the provisions of this Agreement shall be approved by the COUNTY  
18 as a consent item without public hearing. The Conditions of Approval specified in  
19 Exhibit "B", "C", and "D" may not be amended by Subsequent Approvals without the  
20 consent of OWNERS. Any conditions imposed by COUNTY in Subsequent Approvals  
21 which pertain to the same subject matter as any Conditions of Approval may not  
22 impose restrictions, requirements or standards which are more burdensome, more  
23 expensive or more onerous for OWNERS to satisfy than any Conditions of Approval,  
24 without the consent of OWNERS; provided that reasonable conditions imposed by  
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1 COUNTY in Subsequent Approvals which pertain to matters not addressed by any  
2 Conditions of Approval, or provide more detail and do not conflict with matters  
3 addressed by any Conditions of Approval, shall be allowed.

4  
5 Conditions and provisions hereof regarding construction of off-site or on-site  
6 improvements (e.g. streets and utilities), including development standards and design  
7 guidelines, may be varied upon request of the OWNERS and approval of the County  
8 Engineer.

9 **4.3 Subsequent Fees.** COUNTY currently imposes four (4) fees for  
10 the privilege of developing real property: a water connection fee; a sewer connection  
11 fee; a park residential construction tax; and the Regional Road Impact Fee ("RRIF")  
12 ("collectively County Fees"). The County Fees shall be imposed on applicable  
13 development within the Project in the same manner said fees are imposed for other  
14 similarly situated development in the COUNTY, subject to the following conditions.

15  
16 4.3.1 Provided OWNERS construct a potable water system as  
17 part of the Public Facilities to serve the potable water demands of the Project as those  
18 demands arise, COUNTY shall charge no water connection fee for development within  
19 the Project.

20  
21 4.3.2 Provided OWNERS receive a credit for all off-site sewer  
22 facilities infrastructure constructed by OWNERS, OWNERS shall pay the sewer  
23 connection fee at the time and in the amount specified by COUNTY ordinance.

24 4.3.3 Subject to any credits allowed by a RRIF Capital Front-  
25 Ending Agreement, OWNERS shall pay the RRIF at the time and in the amount  
26 specified by County ordinance.

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1                   4.3.4 Subject to the provisions of an agreement between  
2 COUNTY and OWNERS for the construction of neighborhood park improvements  
3 within the Project, OWNERS shall pay the park residential construction tax at the time  
4 and in the amount specified under NRS 278.497 to NRS 278.4987.

5                   **4.4 No New COUNTY Fees.** Except for the County Fees or as  
6 specified in subsections 4.5 and 4.6 below, no new fees or taxes enacted or approved  
7 by COUNTY after the date this Agreement is made for construction or development  
8 within the Project or for capital improvements for Public Facilities shall apply to the  
9 Project, provided that the provisions of this subsection are not intended to prohibit the  
10 imposition and collection of County fees and charges imposed at the time of execution  
11 hereof (e.g., for permits or inspections).

12                   **4.5 Special Assessment Districts.** The parties agree that certain  
13 Public Facilities may be financed, constructed and paid for, in whole or in part, by one  
14 or more developer special assessment districts. For the purposes of the County's  
15 Special Assessment Guidelines dated February, 1992 ("Guidelines"), the parties agree  
16 that the following improvements generally provide a public benefit, satisfy Section A  
17 of the Guidelines and may be included at the discretion of the parties in a special  
18 assessment district:  
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- 21
- 22                   (a) the construction and land costs of Whites Creek Lane;
  - 23                   (b) the County-owned nonpotable water system for golf  
24                   course and landscape irrigation;
  - 25                   (c) the purchase price of creek water rights (with  
26                   supplemental groundwater rights) for the County-owned  
27                   nonpotable water system;
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- (d) the County-owned potable water system; and
- (e) County-owned landscaping improvements and trails/paths along public streets.

**4.6 Nonpotable Water Agreement.** Any fees, costs and expenses of OWNERS pursuant to an agreement between the parties for the provision of nonpotable water for golf course and common area landscape irrigation shall not be construed as a new fee under subsection 4.4. above.

**4.7 Credits Or Reimbursements Of County Fees.** No successor or assign of OWNERS shall be entitled to a credit or reimbursement of a County Fee or fee imposed pursuant to subsection 4.6 above, unless that successor OWNER obtains an express assignment of the right to the credit or reimbursement from the OWNER who paid for or earned the credit or reimbursement of a County Fee.

**4.8 Parcel Maps.** OWNERS shall be entitled to submit or obtain approval of parcel maps within Project in order to facilitate development, even if said parcel maps create legal parcels within an area of the Project subject to a tentative map, provided that such parcel maps are not used as a subterfuge to create residential lots subject to an approved tentative map. OWNERS shall not be required to dedicate water rights for new parcels created by parcel maps within the Project, if such new parcels are not intended to require potable water service by COUNTY under the provisions of this Agreement.

**4.9 Fire Protection.** Owners agree to transfer and dedicate free of charge to County (or to another government entity of County's choice) prior to the recordation of the first final map a one-acre fire station site located on Whites Creek Lane west of the proposed elementary school and east of the Project entrance. The

1 exact location and parcel configuration shall be mutually agreed by the parties. The  
2 deed for the fire station site shall restrict use to a fire station and ancillary purposes.  
3 Owners and representatives of the Truckee Meadows Fire Protection District have  
4 entered into discussions regarding the free dedication of the fire station site and other  
5 possible needs for fire protection, and no other commitments were made except  
6 Owner's agreement herein to dedicate the fire station site.  
7

8 **5. TERM OF AGREEMENT.**

9 The term of this Agreement shall be fifteen (15) years from the date  
10 hereof; provided that all applicable terms of this Agreement shall remain binding and  
11 enforceable regarding permits, construction or development on any portion of the Real  
12 Property subject to a tentative map, a recorded final map or a special use permit in  
13 existence at the time of expiration of this Agreement.  
14

15 **6. OBLIGATIONS OF OWNERS/ASSIGNMENT.**

16 The parties acknowledge that OWNERS will sell or otherwise convey title  
17 to portions of the Real Property as development occurs. Successors to OWNERS  
18 shall acquire rights and assume obligations only to the extent required under this  
19 Agreement to develop or use the portion of the Real Property so acquired. Upon  
20 conveyance of each portion of Real Property, OWNERS' liability for obligations under  
21 this Agreement shall terminate, provided the successor OWNERS assumes said  
22 obligations. The provisions of this Agreement constitute covenants running with the  
23 Real Property. Notwithstanding the provisions of this Section 6, a successor OWNER  
24 of a single lot created by final map within the Project shall not have any obligation  
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1 under this Agreement other than for development and use of the lot so owned  
2 consistent with this Agreement.

3 **7. MISCELLANEOUS.**

4 **7.1 Governing Law; Venue.** This Agreement is being executed and  
5 delivered in Washoe County, Nevada, and is intended to be  
6 performed in the State of Nevada, and the laws of Nevada shall  
7 govern the validity, construction, enforcement and interpretation  
8 of this Agreement. Venue for any legal action arising out of this  
9 Agreement shall be in Washoe County, Nevada.

10 **7.2 Entirety and Amendments.** This Agreement embodies the entire  
11 Agreement between the parties and supersedes all prior  
12 agreements and understandings, if any, relating to the Project,  
13 and may be amended or supplemented only by an instrument in  
14 writing executed by the party against whom enforcement is  
15 sought, and as provided in Code § 110814.95(b). No oral  
16 statements or representations made before or after the execution  
17 of this Agreement regarding the subject matter of this Agreement  
18 are binding on a party, nor may any such oral statements or  
19 representations be relied on by a party.

20 **7.3 Invalid Provisions.** If any provision of this Agreement is held to  
21 be illegal, invalid or unenforceable under present or future laws,  
22 such provision shall be fully severable. The Agreement shall be  
23 construed and enforced as if such illegal, invalid or unenforceable  
24 provision had never comprised a part of the Agreement. The  
25 remaining provisions of the Agreement shall remain in full force  
26 and effect and shall not be affected by the illegal, invalid or  
27 unenforceable provision or by its severance from this Agreement.

28 **7.4 Parties Bound and Assignment.** Subject to the provisions of  
Section 6, this Agreement shall be binding upon and inure to the  
benefit of the parties, and their respective heirs, personal  
representatives, successors and assigns. In the event COUNTY,  
for any reason, ceases to have jurisdiction as the applicable local  
governmental entity regarding the subject matter of all or any part  
of the Agreement, COUNTY shall require the new entity to  
assume the applicable obligations hereof.

**7.5 Further Acts.** In addition to the acts recited in this Agreement to  
be performed, the parties agree to perform, or cause to be  
performed, any and all further acts as may be reasonably  
necessary to consummate the obligations contemplated hereby.

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**7.6** Headings. Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

**7.7** Attorneys' Fees. In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

**7.8** Notice. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

**COUNTY:**

Director, Department of Development Review  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-6100  
Facsimile: (702) 328-3648

with a copy to:

Assistant District Attorney, Civil Division  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-3200  
Facsimile: (702) 328-3283

**OWNERS:**

Southwest Pointe Partners  
P.O. Box 346  
Genoa, NV 89411  
Telephone: (702) 782-5888  
Facsimile: (702) 782-5899

Gerald C. Smith, Esq.  
Redfield Land Company  
1755 East Plumb Lane, Suite 212  
Reno, NV 89502  
Telephone: (702) 323-1373  
Facsimile: (702) 323-4476

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with a copy to:

Robert M. Sader, Esq.  
462 Court Street  
Reno, NV 89501  
Telephone: (702) 329-8310  
Facsimile: (702) 329-8591

The persons and addresses to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon delivery.

**7.9 Receipt Defined.** For the purpose of this Agreement, the term "delivery" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**7.10 Indemnity.** Developer shall indemnify and hold harmless COUNTY and its officers, employees, and agents, from any claims, demands, losses, defense costs, or liability of any kind or nature, which COUNTY may sustain or incur or which may be imposed upon them out of actions by, or the negligence of, Developer, its officers, agents or employees, arising out of Developer's obligations specified in Section 2 hereof, accepting only liability arising out of gross negligence or intentional wrong doing by County, its officers, agents, or employees.

**7.11 Arbitration.** Any dispute arising from rights or obligations of this Agreement shall be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association, including any disputes regarding consents or approvals to be given by a party. The decision of the arbitrator shall be final and binding on both parties.

**7.12 Recordation.** This Agreement shall not be recorded, but in order to comply with Code § 110.814.95(c) the Memorandum Of Agreement attached hereto as Exhibit "M" shall be recorded upon execution hereof in the office of the Recorder of Washoe County, Nevada.

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**7.13 Exhibits.** All exhibits to this Agreement are incorporated herein as if fully set forth.

In Witness Whereof, the parties have executed this Agreement on the day and year written above.

**OWNERS:**

**COUNTY:**

**SOUTHWEST POINTE PARTNERS,**  
a Nevada general partnership

**THE COUNTY OF WASHOE, a**  
political subdivision of the State  
of Nevada

By: \_\_\_\_\_  
JEFFERY DINGMAN, Partner

By: \_\_\_\_\_  
STEPHEN BRADHURST, Chairman  
Board Of County Commissioners

By: \_\_\_\_\_  
CARL PANATTONI, Partner

**ATTEST:**

**NELL J. REDFIELD TRUST**

\_\_\_\_\_  
JUDI BAILEY, County Clerk

By: \_\_\_\_\_  
BETTY ALYCE JONES, Trustee

**Approved As To Form:**

By: \_\_\_\_\_  
HELEN JEANE JONES, Trustee

By: \_\_\_\_\_  
MADELYN SHIPMAN  
Assistant District Attorney

By: \_\_\_\_\_  
IRIS G. BREWERTON, Trustee

By: \_\_\_\_\_  
KENNETH G. WALKER, Trustee

By: \_\_\_\_\_  
GERALD C. SMITH, Trustee

**FINAL DEVELOPMENT AGREEMENT**

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2  
3 This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 1996 by and  
4 between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada  
5 ("COUNTY"); and **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.**  
6 **BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The  
7 Neil J. Redfield Trust and **SOUTHWEST POINTE PARTNERS**, a Nevada general  
8 partnership, (collectively referred to as "OWNERS"). For valuable consideration,  
9 receipt of which is hereby acknowledged, the parties agree as follows:

10  
11 **1. GENERAL.**

12 1.1 **Legal Authority.** Nevada Revised Statute ("NRS") 278.0201 to  
13 278.0207 and Washoe County Development Code (the "Code") §§ 110.814.00 to  
14 110.814.95 authorize the COUNTY and the OWNERS to enter into agreements for the  
15 development of real property. This Agreement is a final development agreement, as  
16 defined in Code § 110.814.75, and as provided in NRS Chapter 278.

17  
18 1.2 **The Project.** The OWNERS hold a legal or equitable interest in  
19 certain real property located in COUNTY, a legal description of which is attached as  
20 Exhibit "A". Development of the real property, subject to the terms of this Agreement,  
21 has been authorized by COUNTY under Case No. DA9-1-93 and ancillary cases, and  
22 is described as a residential community which includes 1,090 residential lots with  
23 common open space, a water delivery system (potable and nonpotable), sewer  
24 system, two golf courses with related recreational facilities, and a commercial village  
25 center, the total acreage being ±3,171.6 acres, designated under COUNTY land use  
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1 designations as Low Density Suburban, Low Density Rural, Medium Density Rural,  
2 High Density Rural, and General Rural (the "Project").

3 **1.3 Past Approvals.** The OWNERS have obtained the following  
4 approvals from the COUNTY pertaining to the Project:

- 5
- 6 a) On February 8, 1994 OWNERS obtained approval from  
7 the Washoe Board of County Commissioners pursuant to  
8 Code § 110.814.70 of a preliminary development  
9 agreement. DA9-1-93
- 10 b) On November 8, 1994 OWNERS obtained approval from  
11 the Washoe Board of County Commissioners to amend  
12 the preliminary development agreement.
- 13 c) On May 2, 1995 OWNERS obtained approval from the  
14 ~~Washoe County~~ Planning Commission for a Special Use  
15 Permit to grade the first golf course and improve the  
16 construction access. The order issuing such approval is  
17 attached as Exhibit "B". SPW9-13-93
- 18 d) On September 5, 1995 OWNERS obtained approval from  
19 the ~~Washoe County~~ Planning Commission for a Special  
20 Use Permit to develop a water system having storage of  
21 1.4 million gallons and necessary delivery system. The  
22 order issuing such approval is attached as Exhibit "C"  
23 SPW9-10-93
- 24 e) On September 27, 1994 Owners obtained approval from  
25 the Board of County Commissioners for an 18-month  
26 extension to submit a draft final agreement, which Owners  
27 have submitted in compliance with said extension.
- 28 f) On 5/7/96 OWNERS obtained approval from  
the Washoe County Planning Commission for conditions  
to the final development agreement. Said conditions and  
amendments thereto approved concurrently with this  
Agreement by the Board Of County Commissions, and are  
attached hereto as Exhibit "D".

Reverse  
Chronological

1.4 **Ordinance.** This Agreement shall be approved by ordinance. The  
Project is to be developed as a single entity and includes uses and development

standards consistent with the Washoe County Comprehensive Plan and the Southwest Truckee Meadows Area Plan.

1.5 **Benefit To OWNERS.** The OWNERS acknowledge and agree that, prior to entering into this Agreement appropriate legal advice and counsel was sought, that the OWNERS made a voluntary informed business decision to enter into this Agreement in good faith. The OWNERS further acknowledge and agree that substantial benefits will accrue to the OWNERS as a result of the OWNERS and the COUNTY entering into this Agreement, including entitlements to develop the Project in accordance with this Agreement and the Conditions of Approval, an extension or opportunity to seek an extension of the time in which to file a final subdivision map under this Agreement, certainty in the particular on-site and offsite improvements and requirements which the OWNERS will be responsible for constructing or completing, and certainty in the imposition of land use fees or obligations which may be imposed by the COUNTY.

1.6 **Benefit to COUNTY.** The COUNTY acknowledges and agrees that substantial benefits will accrue to the COUNTY as a result of OWNERS and the COUNTY entering into this Agreement, including the rational, planned land uses and development of the Real Property.

2. **SELECTED DEFINITIONS.**

2.1 "Agreement" means this development agreement.

2.2 "Conditions of Approval" mean all conditions of the Project approvals as set forth in the orders from Washoe County attached to this Agreement

1 as Exhibits B, C, and D, which conditions are incorporated herein as provisions of this  
2 Agreement.

3 2.3 "COUNTY" means Washoe County, a political subdivision of the  
4 State of Nevada, and its officers, elected officials, agents, employees, divisions,  
5 departments, committees, boards and commissions.

6 2.4 CC&Rs means the declaration of covenants, conditions and  
7 restrictions which will be drafted by OWNERS, approved by the COUNTY and  
8 recorded against the Real Property, as further provided in the Conditions of Approval.

9 2.5 "Development Standards Handbook" means the development  
10 standards for the Project as set forth in Exhibit "E".

11 2.6 "Golf Course Property" includes all real property for the golf and  
12 related recreational facilities component of the Project.

13 2.7 "OWNERS" mean those property owners identified above and  
14 their successors and assigns.

15 2.8 "Project" means the Southwest Pointe development as approved  
16 by the COUNTY in Case No. DA9-1-93 and this Agreement.

17 2.9 "Public Facilities" are facilities that will be dedicated to the  
18 COUNTY. Public Facilities shall include, but are not limited to: ~~storm drains and drop~~  
19 ~~inlets; on-site or offsite sewage collection facilities; water rights dedicated for service;~~  
20 ~~No - County will not maintain piped storm drains on private streets~~  
21 water systems facilities; together with all lines, mains, holding and disposing areas,  
22 tanks, public easements and rights-of-way; and all off-site improvements that include  
23 public roadways, equipment, street lights and traffic signals. OWNER constructed  
24 Public Facilities for water will include all non-golf related improvements consisting of  
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the required water storage tanks, well improvements, water mains, water services, water meters, gate valves, fire hydrants, flush valves, air release valves and related appurtenances. The Public Facilities for sewer will include sewer manholes, sewer mains, sewer laterals and collection lines within the Common Area Property as well as off-site effluent irrigation lines, tanks and pump stations, and the on-site effluent main line and reservoirs. In addition, Public Facilities also includes improvement of Whites Creek Lane as specified in the Conditions of Approval.

2.10 "Public Utilities" include, but are not limited to, water, sewer, natural gas, electricity, telephone, and cable television, together with all equipment and easements dedicated for these utilities.

2.11 "Real Property" means all the real property described in Exhibit "A". The real property includes the Golf Course Property, the Subdivision Property, and any remaining real property within the Project.

2.12 "Site Plan" means the plans in compliance with Code § 110.814.45 and attached hereto as Exhibit "F", and includes the Development Standards Handbook, Exhibit "E".

2.13 "Subdivision Improvements" are any on-site or off-site improvements or facilities required of residential subdivisions pursuant to this Agreement. Subdivision Improvements include, but are not limited to, all drainage improvements, common area improvements, curbs, streets, gutters, medians, parkways, pedestrian and bike paths, sidewalks, street lights, ~~storm drains~~, any directional traffic devices, and the Public Facilities required in connection with residential development.

Engineering has not seen the Side Plan. Did you make sure it shows what it's supposed to? Does it meet Engineering Criteria? If a poor design is approved, we "stuck" with it?

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2.14 "Subdivision Property" includes all real property for the residential housing component of the Project.

3. REQUIRED CONTENTS OF AGREEMENT. Pursuant to Code § 110.814.75, the following matters are included in this Agreement.

3.1 Preliminary Agreement. Reference is made to the preliminary development agreement as approved in Case No. DA9-1-93 and amended or superseded by this Agreement.

3.2 Legal Agreement. The substance of covenants, grants or easements, or other restrictions proposed to be imposed upon the use of the land, buildings and structures, including proposed easements or grants for Public Utilities shall be as provided in the CC&Rs and as specified in the Conditions of Approval.

3.3 Site Plan. A Site Plan in conformance to Code § 110.814.45 is attached to this Agreement as Exhibit "F"; and includes the Development Standards Handbook, Exhibit "E".

3.4 Installation and Maintenance. A program for the installation and maintenance of parking areas, lighting, landscaping, private streets, utilities, recreational facilities and other infrastructure is specified in the Conditions of Approval and will be further provided for, in part, in the CC&Rs.

3.5 Open Space Resources. A program for the protection of open space resources, approved by COUNTY, is attached as Exhibit "G". (over)

3.6 Development Schedule And Phasing. Guidelines for a development schedule and phasing of the Project are more particularly described in the Development Standards Handbook ( See Article I), Exhibit "E".

*ponds, ditches, storm drains and drop inlets*

3.5 No open space shall be sold to a bona fide third party without prior written approval consent of County. As provided in Exhibit "G", after the 10-acre park is constructed, the County shall be responsible for park maintenance and upkeep.

1 ~~The approximate date for the start of construction for the first phase shall be on or~~  
2 ~~before October 1, 1996. The first phase of the Project shall be construction of the first~~  
3 ~~18 holes of the Golf Course Property. All phases after the first phase for Subdivision~~  
4 ~~improvements shall be constructed within the time frames allowed pursuant to~~  
5 ~~tentative maps and final maps for the Project. Nonresidential development shall be~~  
6 ~~constructed pursuant to special use permits, when applicable, under the time frame~~  
7 ~~provided therein. Other phasing requirements shall be as provided in the Conditions~~  
8 ~~of Approval.~~

Engineering  
has not seen  
this. Are  
there portions  
that require  
Engineering  
review?

9 → 3.7 Development Standards Handbook. A Development Standards  
10 Handbook in compliance with Code § 110.814.35(a) is attached hereto as Exhibit "E".

11 4. EFFECT OF AGREEMENT. (COVER)

12  
13 4.1 Entitlements. The approval of this Agreement by County  
14 constitutes a vested right of Owners to develop the Real Property as set forth in this  
15 Agreement and pursuant to the land use designations provided herein. Pursuant to  
16 Code § 110.814.15(b), this Agreement does not prevent COUNTY in a subsequent  
17 action applicable to the Real Property from adopting new ordinances, resolutions or  
18 regulations that conflict with those ordinances, resolutions and regulations in effect at  
19 the time this Agreement is made, provided any new ordinances, resolutions or  
20 regulations do not impose upon OWNERS restrictions, requirements or standards  
21 which are more burdensome, more expensive or more onerous to satisfy than those  
22 in effect at the time this Agreement is made; and provided further that any said new  
23 ordinances, resolutions or regulations do not conflict with provisions of this Agreement  
24 in a manner that adversely affects OWNERS. The parties agree such a conflict or  
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1 inconsistency would prevent development of the Project as set forth in this Agreement.  
2 Nothing contained in this subsection 4.1 shall be construed to impair enforcement or  
3 compliance with the provisions of Code § 110.814.15(c) or (d).

4           **4.2    Subsequent Approvals And Conditions.** Tentative maps and  
5 final maps for Subdivision Property, building permits, variances, parcel maps,  
6 boundary line adjustments, special use permits for nonresidential property, and other  
7 approvals by COUNTY within the Project ("Subsequent Approvals") shall be required  
8 pursuant to Code requirements in existence at the time this Agreement is made,  
9 except as stated otherwise herein. All Subsequent Approvals in conformance with  
10 NRS Chapter 278 and the Code (as amended hereby), and in substantial  
11 conformance with the provisions of this Agreement shall be approved by the COUNTY  
12 as a consent item without public hearing. The Conditions of Approval specified in  
13 Exhibit "B", "C", and "D" may not be amended by Subsequent Approvals without the  
14 consent of OWNERS. Any conditions imposed by COUNTY in Subsequent Approvals  
15 which pertain to the same subject matter as any Conditions of Approval may not  
16 impose restrictions, requirements or standards which are more burdensome, more  
17 expensive or more onerous for Owners to satisfy than any Conditions of Approval,  
18 without the consent of OWNERS; provided that reasonable conditions imposed by  
19 COUNTY in Subsequent Approvals which pertain to matters not addressed by any  
20 Conditions of Approval, or provide more detail and do not conflict with matters  
21 addressed by any Conditions of Approval, shall be allowed.

22           Conditions and provisions hereof regarding construction of off-site or on-site  
23 improvements (e.g. streets and utilities), including development standards and design  
24

1 guidelines, may be varied upon request of the Owner and approval of the County  
2 Engineer.

*Does this section exclude plan review fees and  
inspection fees? We should still be allowed to  
charge these fees.*

3 **4.3 Subsequent Fees.** COUNTY currently imposes four (4) fees for  
4 the privilege of developing real property: a water connection fee; a sewer connection  
5 fee; a park residential construction tax; and the Regional Road Impact Fee ("RRIF")  
6 ("collectively County Fees"). The County Fees shall be imposed on applicable  
7 development within the Project in the same manner said fees are imposed for other  
8 similarly situated development in the COUNTY, subject to the following conditions.

9  
10 4.3.1 Provided OWNERS construct a potable water system as  
11 part of the Public Facilities to serve the potable water demands of the Project as those  
12 demands arise, COUNTY shall charge no water connection fee for development within  
13 the Project.

14  
15 4.3.2 Provided OWNERS receive a credit for all off-site sewer  
16 facilities infrastructure constructed by OWNERS, OWNERS shall pay the sewer  
17 connection fee at the time and in the amount specified by COUNTY ordinance.

18 4.3.3 Subject to any credits allowed by a RRIF Capital Front-  
19 Ending Agreement, OWNERS shall pay the RRIF at the time and in the amount  
20 specified by County ordinance.

21 4.3.4 Subject to the provisions of an agreement between  
22 COUNTY and OWNERS for the construction of neighborhood park improvements  
23 within the Project, OWNERS shall pay the park residential construction tax at the time  
24 and in the amount specified under NRS 278.497 to NRS 278.4987.

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26 *inspection fees?* **4.4 No New COUNTY Fees.** Except for the County Fees or as  
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specified in subsections 4.5 and 4.6 below, no new fees or taxes enacted or approved by COUNTY after the date this Agreement is made for construction or development within the Project or for capital improvements for Public Facilities shall apply to the Project.

MADDY

**4.5 Special Assessment Districts.** At the option of OWNERS, the parties agree that certain Public Facilities shall be financed, constructed and paid for, in whole or in part, by one or more developer special assessment districts. The following improvements are agreed to provide a public benefit and are includable at the discretion of OWNERS in such special assessment districts:

*define extent of Whites Creek Lane*

- (a) the construction and land costs of Whites Creek Lane;
- (b) the County-owned nonpotable water system for golf course and landscape irrigation;
- (c) the purchase price of creek water rights (with supplemental groundwater rights for the nonpotable water system and water rights for the potable water system);
- (d) the off-site Public Utilities;
- (e) the County-owned potable water system; and

*Thought these were no public streets in paper*

- ~~(f) the neighborhood park improvements and land costs; and~~
- (f) landscaping improvements in common area and trails/paths along public streets.

**4.6 Nonpotable Water Agreement.** Any fees, costs and expenses of OWNERS pursuant to an agreement between the parties for the provision of nonpotable water for golf course and common area landscape irrigation shall not be construed as a new fee under subsection 4.4. above.

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**4.7 Credits Or Reimbursements Of County Fees.** No successor or assign of OWNERS shall be entitled to a credit or reimbursement of a County Fee or fee imposed pursuant to subsection 4.6 above, unless that successor OWNER obtains an express assignment of the right to the credit or reimbursement from the OWNER who paid for or earned the credit or reimbursement of a County Fee.

**4.8 Parcel Maps.** OWNERS shall be entitled to submit or obtain approval of parcel maps within Project in order to facilitate development, even if said parcel maps create legal parcels within an area of the Project subject to a tentative map, provided that such parcel maps are not used as a subterfuge to create residential lots subject to an approved tentative map. OWNERS shall not be required to dedicate water rights for new parcels created by parcel maps within the Project, if such new parcels are not intended to require potable water service by COUNTY under the provisions of this Agreement.

**4.9 Security For Improvements.** In order to construct improvements pursuant to this Agreement for which COUNTY customarily requires security to be posted prior to commencement, OWNERS shall not be required to provide security to COUNTY for the construction of private streets or Public Utilities which upon completion are not to be owned by COUNTY. Any security required by COUNTY shall

*Normally a security is provided for privately owned improvements*

*Inspection Fees? for public improvements*

*Without a financial security, how do we ensure that the streets are built per plan? If the owner defaults, what does the County?*

- (a) One hundred percent (100%) of the approved engineer's cost estimate for the improvements to be constructed; plus
- (b) Twenty percent (20%) of that sum as a contingency amount.

*use to complete the construction? See attached comments from Engineering on original draft of this agreement, dated 12/95. Security should be per standard County procedures.*



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5. TERM OF AGREEMENT.

The term of this Agreement shall be fifteen (15) years from the date hereof; provided that all applicable terms of this Agreement shall remain binding and enforceable regarding permits, construction or development on any portion of the Real Property subject to a tentative map, a recorded final map or a special use permit in existence at the time of expiration of this Agreement.

6. OBLIGATIONS OF OWNERS/ASSIGNMENT.

The parties acknowledge that OWNERS will sell or otherwise convey title to portions of the Real Property as development occurs. Successors to OWNERS shall acquire rights and assume obligations only to the extent required under this Agreement to develop or use the portion of the Real Property so acquired. Upon conveyance of each portion of Real Property, OWNERS' liability for obligations under this Agreement shall terminate, provided the successor OWNER assumes said obligations. The provisions of this Agreement constitute covenants running with the Real Property. Notwithstanding the provisions of this Section 6, a successor OWNER of a single lot created by final map within the Project shall not have any obligation under this Agreement other than for development and use of the lot so owned consistent with this Agreement.

7. MISCELLANEOUS.

7.1 Governing Law; Venue. This Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue for any legal action arising out of this Agreement shall be in Washoe County, Nevada.

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**7.2 Entirety and Amendments.** This Agreement embodies the entire Agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Project, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, and as provided in Code § 110814.95(b). No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

**7.3 Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

**7.4 Parties Bound and Assignment.** Subject to the provisions of Section 6, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. In the event COUNTY, for any reason, ceases to have jurisdiction as the applicable local governmental entity regarding the subject matter of all or any part of the Agreement, COUNTY shall require the new entity to assume the applicable obligations hereof.

**7.5 Further Acts.** In addition to the acts recited in this Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.

**7.6 Headings.** Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

**7.7 Attorneys' Fees.** In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

**7.8 Notice.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express

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mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

**COUNTY:**

Director, Department of Development Review  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-6100  
Facsimile: (702) 328-3648

with a copy to:

Assistant District Attorney, Civil Division  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-3200  
Facsimile: (702) 328-3283

**OWNERS:**

Southwest Pointe Partners  
P.O. Box 346  
Genoa, NV 89411  
Telephone: (702) 782-5888  
Facsimile: (702) 782-5899

Gerald C. Smith, Esq.  
Redfield Land Company  
1755 East Plumb Lane, Suite 212  
Reno, NV 89502  
Telephone: (702) 323-1373  
Facsimile: (702) 323-4476

with a copy to:

Robert M. Sader, Esq.  
462 Court Street  
Reno, NV 89501  
Telephone: (702) 329-8310  
Facsimile: (702) 329-8591

The persons and addresses to which notices are to be given may be changed at any time by any party upon written notice to the

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other party. All notices given pursuant to this Agreement shall be deemed given upon delivery.

**7.9 Receipt Defined.** For the purpose of this Agreement, the term "delivery" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**7.10 Indemnity.** Developer shall indemnify and hold harmless COUNTY and its officers, employees, and agents, from any claims, demands, losses, defense costs, or liability of any kind or nature, which COUNTY may sustain or incur or which may be imposed upon them out of actions by, or the negligence of, Developer, its officers, agents or employees, arising out of Developer's obligations specified in Section 2 hereof, accepting only liability arising out of gross negligence or intentional wrong doing by County, its officers, agents, or employees.

**7.11 Arbitration.** Any dispute arising from rights or obligations of this Agreement shall be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association, including any disputes regarding consents or approvals to be given by a party. The decision of the arbitrator shall be final and binding on both parties.

**7.12 Recordation.** This Agreement shall not be recorded, but in order to comply with Code § 110.814.95(c) the Memorandum Of Agreement attached hereto as Exhibit \_\_\_\_ shall be recorded upon execution hereof in the office of the Recorder of Washoe County, Nevada.

**7.13 Exhibits.** All exhibits to this Agreement are incorporated herein as if fully set forth.

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In Witness Whereof, the parties have executed this Agreement on the day and year written above.

**OWNERS:**

**SOUTHWEST POINTE PARTNERS,**  
a Nevada general partnership

By: \_\_\_\_\_  
JEFFERY DINGMAN, Partner

By: \_\_\_\_\_  
CARL PANATTONI, Partner

**NEIL J. REDFIELD TRUST**

By: \_\_\_\_\_  
BETTY ALYCE JONES, Trustee

By: \_\_\_\_\_  
HELEN JEANE JONES, Trustee

By: \_\_\_\_\_  
IRIS G. BREWERTON, Trustee

By: \_\_\_\_\_  
KENNETH G. WALKER, Trustee

By: \_\_\_\_\_  
GERALD C. SMITH, Trustee

**COUNTY:**

**THE COUNTY OF WASHOE, a**  
political subdivision of the State  
of Nevada

By: \_\_\_\_\_  
STEPHEN BRADHURST, Chairman  
Board Of County Commissioners

**ATTEST:**

\_\_\_\_\_  
JUDI BAILEY, County Clerk

**Approved As To Form:**

By: \_\_\_\_\_  
MADELYN SHIPMAN  
Assistant District Attorney

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**PROPOSED LANGUAGE ON PHASING**  
**FOR DEVELOPMENT STANDARDS HANDBOOK**

Page 1-8    **Development Phasing.**

Construction will commence in late summer or early fall 1996. The project will begin with the development of construction access roads and grading of the initial (lower) golf course. Coincidental with these activities will be the construction of utilities as well as the entry road and the main loop road that services the golf course clubhouse, swim and tennis facility and Phase I residential areas (approximately 400 lots). It is estimated that "intract" improvements for the residential lots in Phase I will occur over a three to four year period following grading of the entry road and main loop road, depending on market conditions.

Construction of the swim and tennis facility is proposed to commence as Phase I approaches "build out".

As the Phase I residential land approaches build out, grading, road improvements and utilities for the Phase II residential areas (approximately 350 lots) will commence. It is estimated that "intract" improvements for the residential lots in Phase II will occur over a three to four year period following grading of the roads, depending on market conditions. The second golf course is proposed for construction during the development of Phase II; however, the demand for golf will dictate whether it occurs sooner or later.

As the Phase II residential land approaches build out, grading and road improvements for the Phase III residential areas (approximately 340 lots) will commence. It is estimated that "intract" improvements for the residential lots in Phase III will occur over a three to four year period following grading of the roads, depending on market conditions.

It should be noted that, depending on market conditions, Phase II and Phase III may be smaller than indicated above, resulting in the potential of one or more additional phases.

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The proposed neighborhood commercial use, located across from the golf clubhouse area, is projected for development in or beyond Phase III. The precise timing, and whether or not it will be built, will be predicated on market conditions. In any event, at the time the initial phases are developed, there will probably not be enough residents to support neighborhood commercial uses.

Appropriate open space dedications, trail improvements, right-of-way landscaping and other community improvements will occur coincidental to the development of each phase of the project, pursuant to conditions of tentative maps or special use permits.

The time frames mentioned above may be shortened or lengthened by the developer, and the phases may be changed, if the developer believes such changes are necessary or advisable to improve development potential. As more particularly specified in the final development agreement, the agreement expires fifteen (15) years from the date of its execution.

EXCERPT FROM SW POINTE DEV. AGREEMENT  
Reviewed by Engineering 12/95

this Agreement, the OWNERS shall provide financial security ("Security"). The Security shall be in the amount of: 1) One Hundred percent (100%) of the approved engineer's cost estimate for the improvements remaining to be performed for the particular final map plus 2) Ten percent (10%) <sup>20%</sup> contingency amount as required under Washoe County Development Code 110.610.40.

4.6.1 Posting security: OWNER will provide the Development Review Director or his delegate a cost estimate of the improvements required for the final map <sup>when the final construction drawings are submitted for review. The approval or disapproval of the cost estimate shall be in accordance with the "60 day" submitted schedule. The security required security must be in place any final map agenda items on the consent calendar, if available, for the Washoe County Planning Commission hearing so long as Owner 1) delivers to the COUNTY "60 day" submitted schedule.</sup> which the Development Review Director will approve or disapprove within four (4) working days of OWNERS submittal. ~~The COUNTY must place any final map agenda items on the consent calendar, if available, for the Washoe County Planning Commission hearing so long as Owner 1) delivers to the COUNTY the approved final cost estimate fourteen (14) days prior to the Washoe County Planning Commission hearing on any final map and 2) the required security is posted with the COUNTY seven (7) days prior to the hearing date.~~

4.7 Forms of Security: The financial security shall be in one of the following forms:

4.7.1 Cash to be held by the Washoe County Treasurer. <sup>No - OK to have a bank account in Washoe County. None and interest will be paid to Owner.</sup> The Treasurer shall place the cash in an interest bearing account, and interest earned, less the Treasurer's reasonable administrative costs, will be paid over to the OWNERS under section 4.8 of this Agreement.

4.7.2 An irrevocable letter of credit must be issued by a <sup>licensed to do business in Nevada</sup> federally insured bank or lending institution, must name the COUNTY as the exclusive beneficiary, must be payable at sight to the COUNTY, must be in effect throughout the entire period required by this Agreement and must be in effect for a



at least thirty (30) days after the expiration of all warranties under this t.

4.7.3 An irrevocable certificate of deposit which must be issued by a fully insured bank or lending institution located in Nevada, must name the County as the exclusive beneficiary, and must be for a period of thirty (30) days after the expiration of all warranties under this Agreement. Certificates of deposit shall be grouped together so that the aggregate amount of the certificates of deposit shall be equivalent to the financial security required but each certificate of deposit may be used separately as a reduction in security as set forth below.

4.8 Reduction of Security: As the OWNERS complete each portion of subdivision improvements, public facilities, and public utilities that are secured under section 4.6 of this, the security referred to in section 4.6 of this Agreement shall be reduced as follows:

4.8.1 Procedure: Any portion of the Security posted pursuant to section 4.6 of this Agreement may be reduced following written demand by the County at any time. Within ten (10) days of OWNERS making written demand for reduction, the County Engineer may approve, deny or partially deny OWNERS request for reduction in security provided such action is reasonable. The COUNTY shall provide to OWNERS the amount of the approved reduction in Security within ten (10) days of County Engineer's action. Upon full reduction of each portion of Security posted, the COUNTY will within a reasonable period, execute a certificate of satisfactory completion of the improvement, facility or utility and waiving the right to draw on the Security to the extent of the amount approved.

*No. Once per construction season as per Subdivision Agreement*

*NO - final project approved - means of compliance to terms of all improvements*

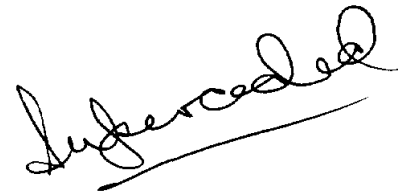
1 **FINAL DEVELOPMENT AGREEMENT**

2  
3 This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 1996 by and  
4 between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada  
5 ("COUNTY"); and **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.**  
6 **BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The  
7 Neil J. Redfield Trust and **SOUTHWEST POINTE PARTNERS**, a Nevada general  
8 partnership, (collectively referred to as "OWNERS"). For valuable consideration,  
9 receipt of which is hereby acknowledged, the parties agree as follows:  
10

11 **1. GENERAL.**

12 1.1 **Legal Authority.** Nevada Revised Statute ("NRS") 278.0201 to  
13 278.0207 and Washoe County Development Code (the "Code") §§ 110.814.00 to  
14 110.814.95 authorize the COUNTY and the OWNERS to enter into agreements for the  
15 development of real property. This Agreement is a final development agreement, as  
16 defined in Code § 110.814.75, and as provided in NRS Chapter 278.  
17

18 1.2 **The Project.** The OWNERS hold a legal or equitable interest in  
19 certain real property located in COUNTY, a legal description of which is attached as  
20 Exhibit "A". Development of the real property, subject to the terms of this Agreement,  
21 has been authorized by COUNTY under Case No. DA9-1-93 and ancillary cases, and  
22 is described as a residential community which includes 1,090 residential lots with  
23 common open space, a water delivery system (potable and nonpotable), sewer  
24 system, two golf courses with related recreational facilities, and a commercial village  
25 center, the total acreage being  $\pm 3,171.6$  acres, designated under COUNTY land use  
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1 designations as Low Density Suburban, Low Density Rural, Medium Density Rural,  
2 High Density Rural, and General Rural (the "Project").

3 **1.3 Past Approvals.** The OWNERS have obtained the following  
4 approvals from the COUNTY pertaining to the Project:

- 5
- 6 a) On February 8, 1994 OWNERS obtained approval from  
7 the ~~Washee~~ Board of County Commissioners pursuant to  
8 Code § 110.814.70 of a preliminary development  
9 agreement. *DAR-1-93*
- 10 b) On November 8, 1994 OWNERS obtained approval from  
11 the ~~Washee~~ Board of County Commissioners to amend  
12 the preliminary development agreement.
- 13 c) On May 2, 1995 OWNERS obtained approval from the  
14 ~~Washee County~~ Planning Commission for a Special Use  
15 Permit to grade the first golf course and improve the  
16 construction access. The order issuing such approval is  
17 attached as Exhibit "B". *SPW9-13-93*
- 18 d) On September 5, 1995 OWNERS obtained approval from  
19 the ~~Washee County~~ Planning Commission for a Special  
20 Use Permit to develop a water system having storage of  
21 1.4 million gallons and necessary delivery system. The  
22 order issuing such approval is attached as Exhibit "C"  
23 *SPW9-10-93*
- 24 e) On September 27, 1994 Owners obtained approval from  
25 the Board of County Commissioners for an 18-month  
26 extension to submit a draft final agreement, which Owners  
27 have submitted in compliance with said extension.
- 28 f) On 5/7/96 OWNERS obtained approval from  
the Washoe County Planning Commission for conditions  
to the final development agreement. Said conditions and  
amendments thereto approved concurrently with this  
Agreement by the Board Of County Commissions, and are  
attached hereto as Exhibit "D".

*Reverse  
chronological*

26 **1.4 Ordinance.** This Agreement shall be approved by ordinance. The  
27 Project is to be developed as a single entity and includes uses and development

1 standards consistent with the Washoe County Comprehensive Plan and the Southwest  
2 Truckee Meadows Area Plan.

3           **1.5 Benefit To OWNERS.** The OWNERS acknowledge and agree  
4 that, prior to entering into this Agreement appropriate legal advice and counsel was  
5 sought, that the OWNERS made a voluntary informed business decision to enter into  
6 this Agreement in good faith. The OWNERS further acknowledge and agree that  
7 substantial benefits will accrue to the OWNERS as a result of the OWNERS and the  
8 COUNTY entering into this Agreement, including entitlements to develop the Project  
9 in accordance with this Agreement and the Conditions of Approval, an extension or  
10 opportunity to seek an extension of the time in which to file a final subdivision map  
11 under this Agreement, certainty in the particular on-site and offsite improvements and  
12 requirements which the OWNERS will be responsible for constructing or completing,  
13 and certainty in the imposition of land use fees or obligations which may be imposed  
14 by the COUNTY.  
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16  
17           **1.6 Benefit to COUNTY.** The COUNTY acknowledges and agrees  
18 that substantial benefits will accrue to the COUNTY as a result of OWNERS and the  
19 COUNTY entering into this Agreement, including the rational, planned land uses and  
20 development of the Real Property.  
21

22           **2. SELECTED DEFINITIONS.**

23           2.1 "Agreement" means this development agreement.

24           2.2 "Conditions of Approval" mean all conditions of the Project  
25 approvals as set forth in the orders from Washoe County attached to this Agreement  
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1 as Exhibits B, C, and D, which conditions are incorporated herein as provisions of this  
2 Agreement.

3 2.3 "COUNTY" means Washoe County, a political subdivision of the  
4 State of Nevada, and its officers, elected officials, agents, employees, divisions,  
5 departments, committees, boards and commissions.

6 2.4 CC&Rs means the declaration of covenants, conditions and  
7 restrictions which will be drafted by OWNERS, approved by the COUNTY and  
8 recorded against the Real Property, as further provided in the Conditions of Approval.

9 2.5 "Development Standards Handbook" means the development  
10 standards for the Project as set forth in Exhibit "E".

11 2.6 "Golf Course Property" includes all real property for the golf and  
12 related recreational facilities component of the Project.

13 2.7 "OWNERS" mean those property owners identified above and  
14 their successors and assigns.

15 2.8 "Project" means the Southwest Pointe development as approved  
16 by the COUNTY in Case No. DA9-1-93 and this Agreement.

17 2.9 "Public Facilities" are facilities that will be dedicated to the  
18 COUNTY. Public Facilities shall include, but are not limited to: storm drains and drop  
19 inlets; on-site or offsite sewage collection facilities; water rights dedicated for service;  
20 water systems facilities; together with all lines, mains, holding and disposing areas,  
21 tanks, public easements and rights-of-way; and all off-site improvements that include  
22 public roadways, equipment, street lights and traffic signals. OWNER constructed  
23 Public Facilities for water will include all non-golf related improvements consisting of  
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the required water storage tanks, well improvements, water mains, water services, water meters, gate valves, fire hydrants, flush valves, air release valves and related appurtenances. The Public Facilities for sewer will include sewer manholes, sewer mains, sewer laterals and collection lines within the Common Area Property as well as off-site effluent irrigation lines, tanks and pump stations, and the on-site effluent main line and reservoirs. In addition, Public Facilities also includes improvement of Whites Creek Lane as specified in the Conditions of Approval.

2.10 "Public Utilities" include, but are not limited to, water, sewer, natural gas, electricity, telephone, and cable television, together with all equipment and easements dedicated for these utilities.

2.11 "Real Property" means all the real property described in Exhibit "A". The real property includes the Golf Course Property, the Subdivision Property, and any remaining real property within the Project.

2.12 "Site Plan" means the plans in compliance with Code § 110.814.45 and attached hereto as Exhibit "F", and includes the Development Standards Handbook, Exhibit "E".

2.13 "Subdivision Improvements" are any on-site or off-site improvements or facilities required of residential subdivisions pursuant to this Agreement. Subdivision Improvements include, but are not limited to, all drainage improvements, common area improvements, curbs, streets, gutters, medians, parkways, pedestrian and bike paths, sidewalks, street lights, ~~storm drains~~, any directional traffic devices, and the Public Facilities required in connection with residential development.

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2.14 "Subdivision Property" includes all real property for the residential housing component of the Project.

3. **REQUIRED CONTENTS OF AGREEMENT.** Pursuant to Code § 110.814.75, the following matters are included in this Agreement.

3.1 **Preliminary Agreement.** Reference is made to the preliminary development agreement as approved in Case No. DA9-1-93 and amended or superseded by this Agreement.

3.2 **Legal Agreement.** The substance of covenants, grants or easements, or other restrictions proposed to be imposed upon the use of the land, buildings and structures, including proposed easements or grants for Public Utilities shall be as provided in the CC&Rs and as specified in the Conditions of Approval.

3.3 **Site Plan.** A Site Plan in conformance to Code § 110.814.45 is attached to this Agreement as Exhibit "F"; and includes the Development Standards Handbook, Exhibit "E".

3.4 **Installation and Maintenance.** A program for the installation and maintenance of parking areas, lighting, landscaping, private streets, utilities, recreational facilities and other infrastructure is specified in the Conditions of Approval and will be further provided for, in part, in the CC&Rs.

3.5 **Open Space Resources.** A program for the protection of open space resources, approved by COUNTY, is attached as Exhibit "G". (over)

3.6 **Development Schedule And Phasing.** Guidelines for a development schedule and phasing of the Project are more particularly described in the Development Standards Handbook ( See Article I), Exhibit "E".

3.5 No open space shall be sold to a bona fide third party without prior written approval consent of County. As provided in Exhibit "G", after the 10-acre park is constructed, the County shall be responsible for park maintenance and upkeep.



1 ~~The approximate date for the start of construction for the first phase shall be on or~~  
2 ~~before October 1, 1996. The first phase of the Project shall be construction of the first~~  
3 ~~18 holes of the Golf Course Property. All phases after the first phase for Subdivision~~  
4 ~~Improvements shall be constructed within the time frames allowed pursuant to~~  
5 ~~tentative maps and final maps for the Project. Nonresidential development shall be~~  
6 ~~constructed pursuant to special use permits, when applicable, under the time frame~~  
7 ~~provided therein. Other phasing requirements shall be as provided in the Conditions~~  
8 ~~of Approval.~~

9  
10 **3.7 Development Standards Handbook.** A Development Standards  
11 Handbook in compliance with Code § 110.814.35(a) is attached hereto as Exhibit "E".

12 **4. EFFECT OF AGREEMENT.** (OVER)

13 **4.1 Entitlements.** The approval of this Agreement by County  
14 constitutes a vested right of Owners to develop the Real Property as set forth in this  
15 Agreement and pursuant to the land use designations provided herein. Pursuant to  
16 Code § 110.814.15(b), this Agreement does not prevent COUNTY in a subsequent  
17 action applicable to the Real Property from adopting new ordinances, resolutions or  
18 regulations that conflict with those ordinances, resolutions and regulations in effect at  
19 the time this Agreement is made, provided any new ordinances, resolutions or  
20 regulations do not impose upon OWNERS restrictions, requirements or standards  
21 which are more burdensome, more expensive or more onerous to satisfy than those  
22 in effect at the time this Agreement is made; and provided further that any said new  
23 ordinances, resolutions or regulations do not conflict with provisions of this Agreement  
24 in a manner that adversely affects OWNERS. The parties agree such a conflict or  
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### 3.8 Incorporation of Other Exhibits

Following exhibits are also incorporated

1 inconsistency would prevent development of the Project as set forth in this Agreement.  
2 Nothing contained in this subsection 4.1 shall be construed to impair enforcement or  
3 compliance with the provisions of Code § 110.814.15(c) or (d).

4           **4.2    Subsequent Approvals And Conditions.** Tentative maps and  
5 final maps for Subdivision Property, building permits, variances, parcel maps,  
6 boundary line adjustments, special use permits for nonresidential property, and other  
7 approvals by COUNTY within the Project ("Subsequent Approvals") shall be required  
8 pursuant to Code requirements in existence at the time this Agreement is made,  
9 except as stated otherwise herein. All Subsequent Approvals in conformance with  
10 NRS Chapter 278 and the Code (as amended hereby), and in substantial  
11 conformance with the provisions of this Agreement shall be approved by the COUNTY  
12 as a consent item without public hearing. The Conditions of Approval specified in  
13 Exhibit "B", "C", and "D" may not be amended by Subsequent Approvals without the  
14 consent of OWNERS. Any conditions imposed by COUNTY in Subsequent Approvals  
15 which pertain to the same subject matter as any Conditions of Approval may not  
16 impose restrictions, requirements or standards which are more burdensome, more  
17 expensive or more onerous for Owners to satisfy than any Conditions of Approval,  
18 without the consent of OWNERS; provided that reasonable conditions imposed by  
19 COUNTY in Subsequent Approvals which pertain to matters not addressed by any  
20 Conditions of Approval, or provide more detail and do not conflict with matters  
21 addressed by any Conditions of Approval, shall be allowed.

22           Conditions and provisions hereof regarding construction of off-site or on-site  
23 improvements (e.g. streets and utilities), including development standards and design  
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guidelines, may be varied upon request of the Owner and approval of the County Engineer.

**4.3 Subsequent Fees.** COUNTY currently imposes four (4) fees for the privilege of developing real property: a water connection fee; a sewer connection fee; a park residential construction tax; and the Regional Road Impact Fee ("RRIF") ("collectively County Fees"). The County Fees shall be imposed on applicable development within the Project in the same manner said fees are imposed for other similarly situated development in the COUNTY, subject to the following conditions.

4.3.1 Provided OWNERS construct a potable water system as part of the Public Facilities to serve the potable water demands of the Project as those demands arise, COUNTY shall charge no water connection fee for development within the Project.

4.3.2 Provided OWNERS receive a credit for all off-site sewer facilities infrastructure constructed by OWNERS, OWNERS shall pay the sewer connection fee at the time and in the amount specified by COUNTY ordinance.

4.3.3 Subject to any credits allowed by a RRIF Capital Front-Ending Agreement, OWNERS shall pay the RRIF at the time and in the amount specified by County ordinance.

4.3.4 Subject to the provisions of an agreement between COUNTY and OWNERS for the construction of neighborhood park improvements within the Project, OWNERS shall pay the park residential construction tax at the time and in the amount specified under NRS 278.497 to NRS 278.4987.

**4.4 No New COUNTY Fees.** Except for the County Fees or as

1 specified in subsections 4.5 and 4.6 below, no new fees or taxes enacted or approved  
2 by COUNTY after the date this Agreement is made for construction or development  
3 within the Project or for capital improvements for Public Facilities shall apply to the  
4 Project.

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6 *MADDY* **4.5 Special Assessment Districts.** At the option of OWNERS, the  
7 parties agree that certain Public Facilities shall be financed, constructed and paid for,  
8 in whole or in part, by one or more developer special assessment districts. The  
9 following improvements are agreed to provide a public benefit and are includable at  
10 the discretion of OWNERS in such special assessment districts:

- 11 (a) the construction and land costs of Whites Creek Lane;
- 12 (b) the County-owned nonpotable water system for golf
- 13 course and landscape irrigation;
- 14 (c) the purchase price of creek water rights (with
- 15 supplemental groundwater rights for the nonpotable water
- 16 system and water rights for the potable water system;
- 17 (d) the off-site Public Utilities;
- 18 (e) the County-owned potable water system; and
- 19 ~~(f) the neighborhood park improvements and land costs; and~~
- 20 (f) landscaping improvements in ~~common area~~ and
- 21 trails/paths along public streets.

22 **4.6 Nonpotable Water Agreement.** Any fees, costs and expenses  
23 of OWNERS pursuant to an agreement between the parties for the provision of  
24 nonpotable water for golf course and common area landscape irrigation shall not be  
25 construed as a new fee under subsection 4.4. above.

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**4.7 Credits Or Reimbursements Of County Fees.** No successor or assign of OWNERS shall be entitled to a credit or reimbursement of a County Fee or fee imposed pursuant to subsection 4.6 above, unless that successor OWNER obtains an express assignment of the right to the credit or reimbursement from the OWNER who paid for or earned the credit or reimbursement of a County Fee.

**4.8 Parcel Maps.** OWNERS shall be entitled to submit or obtain approval of parcel maps within Project in order to facilitate development, even if said parcel maps create legal parcels within an area of the Project subject to a tentative map, provided that such parcel maps are not used as a subterfuge to create residential lots subject to an approved tentative map. OWNERS shall not be required to dedicate water rights for new parcels created by parcel maps within the Project, if such new parcels are not intended to require potable water service by COUNTY under the provisions of this Agreement.

**4.9 Security For Improvements.** In order to construct improvements pursuant to this Agreement for which COUNTY customarily requires security to be posted prior to commencement, OWNERS shall not be required to provide security to COUNTY for the construction of private streets or Public Utilities which upon completion are not to be owned by COUNTY. Any security required by COUNTY shall be in the amount of:

- (a) One hundred percent (100%) of the approved engineer's cost estimate for the improvements to be constructed; plus
- (b) Twenty percent (20%) of that sum as a contingency amount.

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**5. TERM OF AGREEMENT.**

The term of this Agreement shall be fifteen (15) years from the date hereof; provided that all applicable terms of this Agreement shall remain binding and enforceable regarding permits, construction or development on any portion of the Real Property subject to a tentative map, a recorded final map or a special use permit in existence at the time of expiration of this Agreement.

**6. OBLIGATIONS OF OWNERS/ASSIGNMENT.**

The parties acknowledge that OWNERS will sell or otherwise convey title to portions of the Real Property as development occurs. Successors to OWNERS shall acquire rights and assume obligations only to the extent required under this Agreement to develop or use the portion of the Real Property so acquired. Upon conveyance of each portion of Real Property, OWNERS' liability for obligations under this Agreement shall terminate, provided the successor OWNER assumes said obligations. The provisions of this Agreement constitute covenants running with the Real Property. Notwithstanding the provisions of this Section 6, a successor OWNER of a single lot created by final map within the Project shall not have any obligation under this Agreement other than for development and use of the lot so owned consistent with this Agreement.

**7. MISCELLANEOUS.**

**7.1 Governing Law; Venue.** This Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue for any legal action arising out of this Agreement shall be in Washoe County, Nevada.

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**7.2 Entirety and Amendments.** This Agreement embodies the entire Agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Project, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, and as provided in Code § 110814.95(b). No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

**7.3 Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

**7.4 Parties Bound and Assignment.** Subject to the provisions of Section 6, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. In the event COUNTY, for any reason, ceases to have jurisdiction as the applicable local governmental entity regarding the subject matter of all or any part of the Agreement, COUNTY shall require the new entity to assume the applicable obligations hereof.

**7.5 Further Acts.** In addition to the acts recited in this Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.

**7.6 Headings.** Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

**7.7 Attorneys' Fees.** In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

**7.8 Notice.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express



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mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

**COUNTY:**

Director, Department of Development Review  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-6100  
Facsimile: (702) 328-3648

with a copy to:

Assistant District Attorney, Civil Division  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-3200  
Facsimile: (702) 328-3283

**OWNERS:**

Southwest Pointe Partners  
P.O. Box 346  
Genoa, NV 89411  
Telephone: (702) 782-5888  
Facsimile: (702) 782-5899

Gerald C. Smith, Esq.  
Redfield Land Company  
1755 East Plumb Lane, Suite 212  
Reno, NV 89502  
Telephone: (702) 323-1373  
Facsimile: (702) 323-4476

with a copy to:

Robert M. Sader, Esq.  
462 Court Street  
Reno, NV 89501  
Telephone: (702) 329-8310  
Facsimile: (702) 329-8591

The persons and addresses to which notices are to be given may be changed at any time by any party upon written notice to the

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other party. All notices given pursuant to this Agreement shall be deemed given upon delivery.

**7.9 Receipt Defined.** For the purpose of this Agreement, the term "delivery" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**7.10 Indemnity.** Developer shall indemnify and hold harmless COUNTY and its officers, employees, and agents, from any claims, demands, losses, defense costs, or liability of any kind or nature, which COUNTY may sustain or incur or which may be imposed upon them out of actions by, or the negligence of, Developer, its officers, agents or employees, arising out of Developer's obligations specified in Section 2 hereof, accepting only liability arising out of gross negligence or intentional wrong doing by County, its officers, agents, or employees.

**7.11 Arbitration.** Any dispute arising from rights or obligations of this Agreement shall be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association, including any disputes regarding consents or approvals to be given by a party. The decision of the arbitrator shall be final and binding on both parties.

**7.12 Recordation.** This Agreement shall not be recorded, but in order to comply with Code § 110.814.95(c) the Memorandum Of Agreement attached hereto as Exhibit \_\_\_\_ shall be recorded upon execution hereof in the office of the Recorder of Washoe County, Nevada.

**7.13 Exhibits.** All exhibits to this Agreement are incorporated herein as if fully set forth.

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In Witness Whereof, the parties have executed this Agreement on the  
day and year written above.

**OWNERS:**

**SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership**

By: \_\_\_\_\_  
JEFFERY DINGMAN, Partner

By: \_\_\_\_\_  
CARL PANATTONI, Partner

**NEIL J. REDFIELD TRUST**

By: \_\_\_\_\_  
BETTY ALYCE JONES, Trustee

By: \_\_\_\_\_  
HELEN JEANE JONES, Trustee

By: \_\_\_\_\_  
IRIS G. BREWERTON, Trustee

By: \_\_\_\_\_  
KENNETH G. WALKER, Trustee

By: \_\_\_\_\_  
GERALD C. SMITH, Trustee

**COUNTY:**

**THE COUNTY OF WASHOE, a  
political subdivision of the State  
of Nevada**

By: \_\_\_\_\_  
STEPHEN BRADHURST, Chairman  
Board Of County Commissioners

**ATTEST:**

\_\_\_\_\_  
JUDI BAILEY, County Clerk

**Approved As To Form:**

By: \_\_\_\_\_  
MADELYN SHIPMAN  
Assistant District Attorney

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**PROPOSED LANGUAGE ON PHASING**  
**FOR DEVELOPMENT STANDARDS HANDBOOK**

Page 1-8     **Development Phasing.**

Construction will commence in late summer or early fall 1996. The project will begin with the development of construction access roads and grading of the initial (lower) golf course. Coincidental with these activities will be the construction of utilities as well as the entry road and the main loop road that services the golf course clubhouse, swim and tennis facility and Phase I residential areas (approximately 400 lots). It is estimated that "intract" improvements for the residential lots in Phase I will occur over a three to four year period following grading of the entry road and main loop road, depending on market conditions.

Construction of the swim and tennis facility is proposed to commence as Phase I approaches "build out".

As the Phase I residential land approaches build out, grading, road improvements and utilities for the Phase II residential areas (approximately 350 lots) will commence. It is estimated that "intract" improvements for the residential lots in Phase II will occur over a three to four year period following grading of the roads, depending on market conditions. The second golf course is proposed for construction during the development of Phase II; however, the demand for golf will dictate whether it occurs sooner or later.

As the Phase II residential land approaches build out, grading and road improvements for the Phase III residential areas (approximately 340 lots) will commence. It is estimated that "intract" improvements for the residential lots in Phase III will occur over a three to four year period following grading of the roads, depending on market conditions.

It should be noted that, depending on market conditions, Phase II and Phase III may be smaller than indicated above, resulting in the potential of one or more additional phases.

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The proposed neighborhood commercial use, located across from the golf clubhouse area, is projected for development in or beyond Phase III. The precise timing, and whether or not it will be built, will be predicated on market conditions. In any event, at the time the initial phases are developed, there will probably not be enough residents to support neighborhood commercial uses.

Appropriate open space dedications, trail improvements, right-of-way landscaping and other community improvements will occur coincidental to the development of each phase of the project, pursuant to conditions of tentative maps or special use permits.

The time frames mentioned above may be shortened or lengthened by the developer, and the phases may be changed, if the developer believes such changes are necessary or advisable to improve development potential. As more particularly specified in the final development agreement, the agreement expires fifteen (15) years from the date of its execution.

**DRAFT**

**FINAL DEVELOPMENT AGREEMENT**

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4 This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 1996 by and  
5 between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada  
6 ("**COUNTY**"); and **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.**  
7 **BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The  
8 Neil J. Redfield Trust and **SOUTHWEST POINTE PARTNERS**, a Nevada general  
9 partnership, (collectively referred to as "**OWNERS**"). For valuable consideration,  
10 receipt of which is hereby acknowledged, the parties agree as follows:

11  
12 1. **GENERAL.**

13 1.1 **Legal Authority.** Nevada Revised Statute ("NRS") 278.0201 to  
14 278.0207 and Washoe County Development Code (the "Code") §§ 110.814.00 to  
15 110.814.95 authorize the COUNTY and the OWNERS to enter into agreements for the  
16 development of real property. This Agreement is a final development agreement, as  
17 defined in Code § 110.814.75, and as provided in NRS Chapter 278.  
18

19 1.2 **The Project.** The OWNERS hold a legal or equitable interest in  
20 certain real property located in COUNTY, a legal description of which is attached as  
21 Exhibit "A". Development of the real property, subject to the terms of this Agreement,  
22 has been authorized by COUNTY under Case No. DA9-1-93 and ancillary cases, and  
23 is described as a residential community which includes 1,090 residential lots with  
24 common open space, a water delivery system (potable and nonpotable), sewer  
25 system, two golf courses with related recreational facilities, and a commercial village  
26 center, the total acreage being  $\pm 3,171.6$  acres, designated under COUNTY land use  
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1 designations as Low Density Suburban, Low Density Rural, Medium Density Rural,  
2 High Density Rural, and General Rural (the "Project").

3  
4 **1.3 Past Approvals.** The OWNERS have obtained the following  
5 approvals from the COUNTY pertaining to the Project:

- 6 a) On February 8, 1994 OWNERS obtained approval from  
7 the Washoe Board of County Commissioners pursuant to  
8 Code § 110.814.70 of a preliminary development  
9 agreement.
- 10 b) On November 8, 1994 OWNERS obtained approval from  
11 the Washoe Board of County Commissioners to amend  
12 the preliminary development agreement. *§ SUP amended*
- 13 c) On May 2, 1995 OWNERS obtained approval from the  
14 Washoe County Planning Commission for a Special Use  
15 Permit to grade the first golf course and improve the  
16 construction access. The order issuing such approval is  
17 attached as Exhibit "B".
- 18 d) On September 5, 1995 OWNERS obtained approval from  
19 the Washoe County Planning Commission for a Special  
20 Use Permit to develop a water system having storage of  
21 1.4 million gallons and necessary delivery system. The  
22 order issuing such approval is attached as Exhibit "C"
- 23 e) On \_\_\_\_\_ OWNERS obtained approval from  
24 the Washoe County Planning Commission for conditions  
25 to the final development agreement. Said conditions and  
26 amendments thereto approved concurrently with this  
27 Agreement by the Board Of County Commissions, and are  
28 attached hereto as Exhibit "D".

23 **1.4 Ordinance.** This Agreement shall be approved by ordinance. The  
24 Project is to be developed as a single entity and includes uses and development  
25 standards consistent with the Washoe County Comprehensive Plan and the Southwest  
26 Truckee Meadows Area Plan.

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1.5 **Benefit To OWNERS.** The OWNERS acknowledge and agree that, prior to entering into this Agreement appropriate legal advice and counsel was sought, that the OWNERS made a voluntary informed business decision to enter into this Agreement in good faith. The OWNERS further acknowledge and agree that substantial benefits will accrue to the OWNERS as a result of the OWNERS and the COUNTY entering into this Agreement, including entitlements to develop the Project in accordance with this Agreement and the Conditions of Approval, an extension or opportunity to seek an extension of the time in which to file a final subdivision map under this Agreement, certainty in the particular on-site and offsite improvements and requirements which the OWNERS will be responsible for constructing or completing, and certainty in the imposition of land use fees or obligations which may be imposed by the COUNTY.

1.6 **Benefit to COUNTY.** The COUNTY acknowledges and agrees that substantial benefits will accrue to the COUNTY as a result of OWNERS and the COUNTY entering into this Agreement, including the rational, planned land uses and development of the Real Property.

**2. SELECTED DEFINITIONS.**

2.1 "Agreement" means this development agreement.

2.2 "Conditions of Approval" mean all conditions of the Project approvals as set forth in the orders from Washoe County attached to this Agreement as Exhibits B, C, and D, which conditions are incorporated herein as provisions of this Agreement.



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2.3 "COUNTY" means Washoe County, a political subdivision of the State of Nevada, and its officers, elected officials, agents, employees, divisions, departments, committees, boards and commissions.

2.4 CC&Rs means the declaration of covenants, conditions and restrictions which will be drafted by OWNERS, approved by the COUNTY and recorded against the Real Property, as further provided in the Conditions of Approval.

2.5 "Development Standards Handbook" means the development standards for the Project as set forth in Exhibit "\_\_\_".

2.6 "Golf Course Property" includes all real property for the golf and related recreational facilities component of the Project.

2.7 "OWNERS" mean those property owners identified above and their successors and assigns.

2.8 "Project" means the Southwest Pointe development as approved by the COUNTY in Case No. DA9-1-93 and this Agreement.

2.9 "Public Facilities" are facilities that will be dedicated to the COUNTY. Public Facilities shall include, but are not limited to: storm drains and drop inlets; on-site or offsite sewage collection facilities; water rights dedicated for service; water systems facilities; together with all lines, mains, holding and disposing areas, tanks, public easements and rights-of-way; and all off-site improvements that include public roadways, equipment, street lights and traffic signals. OWNER constructed Public Facilities for water will include all non-golf related improvements consisting of the required water storage tanks, well improvements, water mains, water services, water meters, gate valves, fire hydrants, flush valves, air release valves and related

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appurtenances. The Public Facilities for sewer will include sewer manholes, sewer mains, sewer laterals and collection lines within the Common Area Property as well as off-site effluent irrigation lines, tanks and pump stations, and the on-site effluent main line and reservoirs. In addition, Public Facilities also includes improvement of Whites Creek Lane as specified in the Conditions of Approval.

2.10 "Public Utilities" include, but are not limited to, water, sewer, natural gas, electricity, telephone, and cable television, together with all equipment and easements dedicated for these utilities.

2.11 "Real Property" means all the real property described in Exhibit "A". The real property includes the Golf Course Property, the Subdivision Property, and any remaining real property within the Project.

2.12 "Site Plan" means the plan in compliance with Code § 110.814.45 and attached hereto as Exhibit "\_\_\_".

2.13 "Subdivision Improvements" are any on-site or off-site improvements or facilities required of residential subdivisions pursuant to this Agreement. Subdivision Improvements include, but are not limited to, all drainage improvements, common area improvements, curbs, streets, gutters, medians, parkways, pedestrian and bike paths, sidewalks, street lights, storm drains, any directional traffic devices, and the Public Facilities required in connection with residential development.

2.14 "Subdivision Property" includes all real property for the residential housing component of the Project.

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3. **REQUIRED CONTENTS OF AGREEMENT.** Pursuant to Code §

110.814.75, the following matters are included in this Agreement.

3.1 **Preliminary Agreement.** Reference is made to the preliminary development agreement as approved in Case No. DA9-1-93 and amended or superseded by this Agreement.

3.2 **Legal Agreement.** The substance of covenants, grants or easements, or other restrictions proposed to be imposed upon the use of the land, buildings and structures, including proposed easements or grants for Public Utilities shall be as provided in the CC&Rs and as specified in the Conditions of Approval.

3.3 **Site Plan.** A Site Plan in conformance to Code § 110.814.45 is attached to this Agreement as Exhibit "\_\_\_".

3.4 **Installation and Maintenance.** A program for the installation and maintenance of parking areas, lighting, landscaping, private streets, utilities, recreational facilities and other infrastructure is specified in the Conditions of Approval and will be further provided for, in part, in the CC&Rs.

3.5 **Open Space Resources.** A program for the protection of open space resources, approved by COUNTY, is attached as Exhibit "\_\_\_".

3.6 **Development Schedule And Phasing.** The approximate date for the start of construction for the first phase shall be on or before October 1, 1996. The first phase of the Project shall be construction of the first 18 holes of the Golf Course Property. All phases after the first phase for Subdivision Improvements shall be constructed within the time frames allowed pursuant to tentative maps and final maps for the Project. Nonresidential development shall be constructed pursuant to special

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use permits, when applicable, under the time frame provided therein. Other phasing requirements shall be as provided in the Conditions of Approval.

**3.7 Development Standards Handbook.** A Development Standards Handbook in compliance with Code § 110.814.35(a) is attached hereto as Exhibit" \_".

**4. EFFECT OF AGREEMENT.**

**4.1 Entitlements.** The approval of this Agreement by County constitutes a vested right of Owners to develop the Real Property as set forth in this Agreement and pursuant to the land use designations provided herein. Pursuant to Code § 110.814.15(b), this Agreement does not prevent COUNTY in a subsequent action applicable to the Real Property from adopting new ordinances, resolutions or regulations that conflict with those ordinances, resolutions and regulations in effect at the time this Agreement is made, provided any new ordinances, resolutions or regulations do not impose upon OWNERS restrictions, requirements or standards which are more burdensome, more expensive or more onerous to satisfy than those in effect at the time this Agreement is made; and provided further that any said new ordinances, resolutions or regulations do not conflict with provisions of this Agreement in a manner that adversely affects OWNERS. The parties agree such a conflict or inconsistency would prevent development of the Project as set forth in this Agreement. Nothing contained in this subsection 4.1 shall be construed to impair enforcement or compliance with the provisions of Code § 110.814.15(c) or (d).

**4.2 Subsequent Approvals And Conditions.** Tentative maps and final maps for Subdivision Property, building permits, variances, parcel maps, boundary line adjustments, special use permits for nonresidential property, and other

1 approvals by COUNTY within the Project ("Subsequent Approvals") shall be required  
2 pursuant to Code requirements in existence at the time this Agreement is made,  
3 except as stated otherwise herein. All Subsequent Approvals in conformance with  
4 NRS Chapter 278 and the Code (as amended hereby), and in substantial  
5 conformance with the provisions of this Agreement shall be approved by the COUNTY  
6 as a consent item without public hearing. The Conditions of Approval specified in  
7 Exhibit "B", "C", and "D" may not be amended by Subsequent Approvals without the  
8 consent of OWNERS. Any conditions imposed by COUNTY in Subsequent Approvals  
9 which pertain to the same subject matter as any Conditions of Approval may not  
10 impose restrictions, requirements or standards which are more burdensome, more  
11 expensive or more onerous for Owners to satisfy than any Conditions of Approval,  
12 without the consent of OWNERS; provided that reasonable conditions imposed by  
13 COUNTY in Subsequent Approvals which pertain to matters not addressed by any  
14 Conditions of Approval, or provide more detail and do not conflict with matters  
15 addressed by any Conditions of Approval, shall be allowed.  
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18 Conditions and provisions hereof regarding construction of off-site or on-site  
19 improvements (e.g. streets and utilities), including development standards and design  
20 guidelines, may be varied upon request of the Owner and approval of the County  
21 Engineer. *No limit specified*  
22

23 **4.3 Subsequent Fees.** COUNTY currently imposes four (4) fees for  
24 the privilege of developing real property: a water connection fee; a sewer connection  
25 fee; a park residential construction tax; and the Regional Road Impact Fee ("RRIF")  
26 ("collectively County Fees"). The County Fees shall be imposed on applicable  
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development within the Project in the same manner said fees are imposed for other similarly situated development in the COUNTY, subject to the following conditions.

4.3.1 Provided OWNERS construct a potable water system as part of the Public Facilities to serve the potable water demands of the Project as those demands arise, COUNTY shall charge no water connection fee for development within the Project.

4.3.2 Provided OWNERS receive a credit for all off-site sewer facilities infrastructure constructed by OWNERS, OWNERS shall pay the sewer connection fee at the time and in the amount specified by COUNTY ordinance.

4.3.3 Subject to any credits allowed by a RRIF Capital Front-Ending Agreement, OWNERS shall pay the RRIF at the time and in the amount specified by County ordinance.

4.3.4 Subject to the provisions of an agreement between COUNTY and OWNERS for the construction of neighborhood park improvements within the Project, OWNERS shall pay the park residential construction tax at the time and in the amount specified under NRS 278.497 to NRS 278.4987.

**4.4 No New COUNTY Fees.** Except for the County Fees or as specified in subsections 4.5 and 4.6 below, no new fees or taxes enacted or approved by COUNTY after the date this Agreement is made for construction or development within the Project or for capital improvements for Public Facilities shall apply to the Project.

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**4.5 Special Assessment Districts.** At the option of OWNERS, the parties agree that certain Public Facilities shall be financed, constructed and paid for, in whole or in part, by one or more developer special assessment districts. The following improvements are agreed to provide a public benefit and are includable at the discretion of OWNERS in such special assessment districts:

- (a) the construction and land costs of Whites Creek Lane;
- (b) the <sup>county-owned</sup> nonpotable water system for golf course and landscape irrigation;
- (c) ↗ the purchase price of creek water for the nonpotable water system and water rights for the potable water system;
- (d) the off-site Public Utilities;
- (e) the potable water system;
- (f) the neighborhood park improvements and land costs; and
- (g) landscaping improvements in common area.

*Why not RAZ*

**4.6 Nonpotable Water Agreement.** Any fees, costs and expenses of OWNERS pursuant to an agreement between the parties for the provision of nonpotable water for golf course and common area landscape irrigation shall not be construed as a new fee under subsection 4.4. above.

**4.7 Credits Or Reimbursements Of County Fees.** No successor or assign of OWNERS shall be entitled to a credit or reimbursement of a County Fee or fee imposed pursuant to subsection 4.6 above, unless that successor OWNER obtains an express assignment of the right to the credit or reimbursement from the OWNER who paid for or earned the credit or reimbursement of a County Fee.

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**4.8 Parcel Maps.** OWNERS shall be entitled to submit or obtain approval of parcel maps within Project in order to facilitate development, even if said parcel maps create legal parcels within an area of the Project subject to a tentative map, provided that such parcel maps are not used as a subterfuge to create residential lots subject to an approved tentative map. OWNERS shall not be required to dedicate water rights for new parcels created by parcel maps within the Project, if such new parcels are not intended to require potable water service by COUNTY under the provisions of this Agreement.

**4.8 Security For Improvements.** In order to construct improvements pursuant to this Agreement for which COUNTY customarily requires security to be posted prior to commencement, OWNERS shall not be required to provide security to COUNTY for the construction of private streets or Public Utilities which upon completion are not to be owned by COUNTY. Any security required by COUNTY shall be in the amount of:

- (a) One hundred percent (100%) of the approved engineer's cost estimate for the improvements to be constructed; plus
- (b) Twenty percent (20%) of that sum as a contingency amount.

**5. TERM OF AGREEMENT.**

The term of this Agreement shall be fifteen (15) years from the date hereof; provided that all applicable terms of this Agreement shall remain binding and enforceable regarding permits, construction or development on any portion of the Real Property subject to a recorded final map or special use permit in existence at the time of expiration of this Agreement.



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**6. OBLIGATIONS OF OWNERS/ASSIGNMENT.**

The parties acknowledge that OWNERS will sell or otherwise convey title to portions of the Real Property as development occurs. Successors to OWNERS shall acquire rights and assume obligations only to the extent required under this Agreement to develop or use the portion of the Real Property so acquired. Upon conveyance of each portion of Real Property, OWNERS' liability for obligations under this Agreement shall terminate, provided the successor OWNER assumes said obligations. The provisions of this Agreement constitute covenants running with the Real Property. Notwithstanding the provisions of this Section 6, a successor OWNER of a single lot created by final map within the Project shall not have any obligation under this Agreement other than for development and use of the lot so owned.

**7. MISCELLANEOUS.**

**7.1 Governing Law; Venue.** This Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue for any legal action arising out of this Agreement shall be in Washoe County, Nevada.

**7.2 Entirety and Amendments.** This Agreement embodies the entire Agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Project, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, and as provided in Code § 110814.95(b). No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

**7.3 Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable

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provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

**7.4 Parties Bound and Assignment.** Subject to the provisions of Section 6, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. In the event COUNTY, for any reason, ceases to have jurisdiction as the applicable local governmental entity regarding the subject matter of all or any part of the Agreement, COUNTY shall require the new entity to assume the applicable obligations hereof.

**7.5 Further Acts.** In addition to the acts recited in this Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.

**7.6 Headings.** Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

**7.7 Attorneys' Fees.** In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

**7.8 Notice.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

**COUNTY:**

Director, Department of Development Review  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-6100  
Facsimile: (702) 328-3648

with a copy to:

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Assistant District Attorney, Civil Division  
P.O. Box 11130  
Reno, NV 89520  
Telephone: (702) 328-3200  
Facsimile: (702) 328-3283

**OWNERS:**

Southwest Pointe Partners  
P.O. Box 346  
Genoa, NV 89411  
Telephone: (702) 782-5888  
Facsimile: (702) 782-5899

Gerald C. Smith, Esq.  
Redfield Land Company  
1755 East Plumb Lane, Suite 212  
Reno, NV 89502  
Telephone: (702) 323-1373  
Facsimile: (702) 323-4476

with a copy to:

Robert M. Sader, Esq.  
462 Court Street  
Reno, NV 89501  
Telephone: (702) 329-8310  
Facsimile: (702) 329-8591

The persons and addresses to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon delivery.

**7.9 Receipt Defined.** For the purpose of this Agreement, the term "delivery" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

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**7.10 Indemnity.** Developer shall indemnify and hold harmless COUNTY and its officers, employees, and agents, from any claims, demands, losses, defense costs, or liability of any kind or nature, which COUNTY may sustain or incur or which may be imposed upon them out of actions by, or the negligence of, Developer, its officers, agents or employees, arising out of Developer's obligations specified in Section 2 hereof, accepting only liability arising out of gross negligence or intentional wrong doing by County, its officers, agents, or employees.

**7.11 Arbitration.** Any dispute arising from rights or obligations of this Agreement shall be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association, including any disputes regarding consents or approvals to be given by a party. The decision of the arbitrator shall be final and binding on both parties.

**7.12 Recordation.** This Agreement shall not be recorded, but in order to comply with Code § 110.814.95(c) the Memorandum Of Agreement attached hereto as Exhibit \_\_\_\_ shall be recorded upon execution hereof in the office of the Recorder of Washoe County, Nevada.

**7.13 Exhibits.** All exhibits to this Agreement are incorporated herein as if fully set forth.

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In Witness Whereof, the parties have executed this Agreement on the day and year written above.

**OWNERS:**

**SOUTHWEST POINTE PARTNERS,  
a Nevada general partnership**

By: \_\_\_\_\_  
JEFFERY DINGMAN, Partner

By: \_\_\_\_\_  
CARL PANATTONI, Partner

**NEIL J. REDFIELD TRUST**

By: \_\_\_\_\_  
BETTY ALYCE JONES, Trustee

By: \_\_\_\_\_  
HELEN JEANE JONES, Trustee

By: \_\_\_\_\_  
IRIS G. BREWERTON, Trustee

By: \_\_\_\_\_  
KENNETH G. WALKER, Trustee

By: \_\_\_\_\_  
GERALD C. SMITH, Trustee

**COUNTY:**

**THE COUNTY OF WASHOE, a  
political subdivision of the State  
of Nevada**

By: \_\_\_\_\_  
STEPHEN BRADHURST, Chairman  
Board Of County Commissioners

**ATTEST:**

\_\_\_\_\_  
JUDI BAILEY, County Clerk

**Approved As To Form and Content:**

By: \_\_\_\_\_  
MADELINE SHIPMAN  
Assistant District Attorney

# DEVELOPMENT STANDARDS HANDBOOK

Prepared for:  
Southwest Pointe Partners Ltd.

Prepared by:  
CFA, Inc.

In Association with:  
Lundahl & Associates  
Robert M. Sader, Ltd.  
Kautz Environmental Consultants, Inc.

June 1996

*Superseded  
by 6/26/96  
version*

# I. INTRODUCTION

## Purpose

This Handbook presents design guidelines and standards that will apply to the community at Southwest Pointe. This booklet serves several purposes. First, it will help prospective architects, designers, builders, and owners create residences and improvements that will fit within a defined architectural character. Second, the Handbook is intended to fulfill the requirements of Article 814, Development Agreements, of the Washoe County Development Code. Specifically, Section 110.814.75(g) of this article presents the topics that must be addressed in the Development Standards Handbook. This section of the Development Code is repeated in the Appendix, together with an explanation of where each topic has been addressed in this Handbook. And third, it is intended to provide the county and the residents in the Southwest Truckee Meadows with a feeling for the type of development being proposed.

This Handbook, along with additional provisions and "Residential Lot Declarations" that will be set forth in the Southwest Pointe CC&Rs, form the basis for evaluation of all drawings and specifications for construction submitted to the Southwest Pointe Architectural and Landscape Control Committee (ALCC) for review and approval, including any additions and modifications. The CC&Rs may specify further guidelines or restriction to those provided in this Handbook. When not in conflict, this Handbook is not meant to duplicate or supersede the requirements of Washoe County. Plans for construction will need to be processed through Washoe County and appropriate public agencies as well as through the ALCC.

## Project Description

Setting - Southwest Pointe is set in the context of a rugged mountain backdrop and sagebrush-covered slopes that are punctuated by Thomas and Dry Creeks. The 3,272-acre project is located on a prominent site overlooking the Truckee

## Development Phasing

Construction will commence in late summer or early fall 1996. The project will begin with the development of construction access roads and grading of the initial (lower) golf course. Coincidental with these activities will be the construction of utilities as well as the main entry road and the main loop road that services the golf course clubhouse, swim and tennis club, and Phase I residential areas (approximately 400 lots). An interim clubhouse will be constructed to the south of where the permanent clubhouse will eventually be built. (The golf clubhouse - interim and permanent - is described in Chapter II under the heading Community Buildings.) It is estimated that "intract" improvements for the residential lots in Phase I will occur over a 3 to 4 year period following grading of the entry road and main loop road, depending on market conditions.

As the Phase I residential land approaches build-out, grading, road improvements, and utilities for the Phase II residential areas (approximately 350 lots) will commence. It is estimated that "intract" improvements for the residential lots in Phase II will occur over a 3 to 4 year period following grading of the roads, depending on market conditions. The second golf course is proposed for construction during the development of Phase II; however, the demand for golf will dictate whether it occurs sooner or later. Construction of the swim and tennis club is proposed to commence during Phase II.

As the Phase II residential land approaches build-out, grading and road improvements for the Phase III residential areas (approximately 340 lots) will commence. It is estimated that "intract" improvements for the residential lots in Phase II will occur over a 3 to 4 year period following grading of the roads, depending on market conditions. It should be noted that, Phase II and Phase III may be smaller than indicated above, resulting in the potential of one or more additional phases.



sides of the driving range. The second situation occurs at the golf and tennis club. Around the tennis courts, a 12-foot chain link fence will be constructed, and around the pool safety fencing will be required.

These fencing heights - 8 feet around maintenance area, "net" fencing along the sides of the driving range, fencing around the tennis courts and possibly the pool area - exceed the height requirements stated in Article 406, Building Placement Standards, of the Washoe County Development Code. These standards have been modified through approval of the Final Development Agreement of which this Development Standards Handbook is a part. An administrative waiver will not be required to construct the fences described in this Handbook.

Walls will be reminiscent of the types seen historically throughout the eastern Sierra, using indigenous rock as a key material. Intersections and key places may be highlighted with attractive stone walls. Street signs or neighborhood identification signs may be integrated into walls. Walls will not exceed 6 feet in height.

**Lighting** - Lighting may be provided with landscape uplights on vegetation and pedestrian-scale bollards. Where necessary, along roadways and at intersections, lighting levels should be no more than absolutely required to perform the task for which it is intended (e.g., ambiance, safety).

Lighting levels are important to the overall lighting concept. Lighting is necessary in certain areas. For circulation safety, for functional purposes, and for aesthetics, lighting is often a necessary element. The level of lighting must also be appropriate. In general, lighting levels should be no more than absolutely required to perform the various tasks for which it is intended.

Street lights are required at major intersections (Tentative Map Condition #32). Light standards may be selected from the different types that Sierra Pacific Power Company has available; however, the developer does have the option of selecting different fixtures. Lights may be used as low-level accents for intersection signage and associated landscaping. Uplights to trees around intersections will be flush mounted. Signs should be lit from the ground, backlit, or a combination. Light spillage onto adjacent properties is discouraged. *Prohibited?*

Around the golf club and the swim and tennis club, lights in parking lots may be mounted on 25-30 foot tall poles for pedestrian and vehicle safety. Entry areas and walkways may be lit with landscape lights and bollards less than 48 inches in height. Tennis court lights will use cut-off style sports lights to limit light spill-over onto adjacent property. The multi-purpose sports fields adjacent to the swim and tennis club will not be lit since lighted fields are available at the nearby South Valleys Regional Sports Complex.

The entry at Thomas Creek and the bridge structure may be lit to a level that allows for safe driving and turning movements. The gate house will have overhead downlights for driver and license plate identification. Trees surrounding the entry will be uplit and some 'twinkle' style lights may be used.

Lighting within the neighborhood park will be minimal with a downlight below the shade shelter and an electrical receptacle provided. Field lighting is not desired because of the neighborhood function of the park and the close proximity to existing homes.

**Signs** - Community signs include signs around the project entry, along the main loop road, at neighborhood entries, around the golf club and the swim and tennis club, and street signs. Some of these signs are regulated by Chapter 105 - Off-Premise Sign Regulations and On-Premise Sign Regulations. However, the Final Development Agreement, of which this Development Standards Handbook is an exhibit, is the mechanism by which exceptions to Chapter 105 can be approved. In cases where a special use permit would have been required, no such permit shall be necessary. The staff of the Department of Development Review shall administratively review the proposed sign locations and sign design. **If necessary,** a sign permit shall be obtained. *Edg permit always required*

In regard to off-premise signs, area identification signs are proposed to identify the project, the golf course, the golf club, and the swim and tennis club which includes the neighborhood commercial center. These signs may be constructed around the entry gate house and along the main project entry road (i.e., within the right-of-way of Whites Creek Lane from Thomas Creek Road to the golf and swim

and tennis clubs). The developer shall retain the right to place area identification signs on the fire station and the neighborhood park parcels in a location within 30 feet of the right-of-way. These signs will not exceed 8 feet in height. Illumination will be indirect only.

On-premise signs include signs that advertise the business or activity that is constructed on the premises where the sign is located. Such signs would be limited to the golf course, golf club, and the swim and tennis club, which includes the neighborhood commercial center. These signs may be 8 feet in height, and no special use permit will be required. The allowable sign area shall be 160 square feet. Illumination will be indirect only. Signs may be integrated into the design of a building without <sup>requiring</sup> approval of a special use permit.

The intent is to keep all signs along roadways low, at the eye level of the motorist. Community and neighborhood signs will be integrated with entry monoliths. The sign will have native exterior facia. Sign lettering will be a metal attached to a smooth concrete backing or a cast concrete, mortared into place in the rock veneer.

Street signs for the roads and minor activity areas, such as sports fields, will be accomplished with metal or wood signs mounted on specially-designed posts, consistent with overall community design themes. Where possible, signs will be incorporated into low walls at entry points. Landscaping in front and to the sides of these signs will be kept low to avoid visual obstructions.

**Trails** - The proposed public trail system is consistent with the county's master plan for this park district. Figure 2-7 shows the trail system through the project. Regional public trails are proposed along Thomas Creek for access to the Mt. Rose Crest Trail and around the northern portion of the project for access to the MacKay Fair Flume Trail and the U.S.F.S. parcel in Section 11. Both trails provide access to the Sierra Base Trail, which eventually ties into the Hunter Lake Trail. Portions of the Sierra Base Trail are located on U.S.F.S. property and other portions, especially near Dry Creek, are located on project property. It may be necessary to relocate portions of the existing trail because of golf course and residential development near Dry Creek. ~~Developer?~~

Two trail types are proposed for the development -- private and public. Private trails connect residential neighborhoods to the various project amenities such as the golf/tennis clubs, schools, neighborhood park, and open space. The trails also lead to the exterior public trail system and regional destinations well beyond the project boundary. In compliance with the Conditions of Approval (i.e., Development Agreement Condition #13), a schematic pedestrian circulation plan of the private trail system is shown on Figure 2-7 and on Exhibit F, Sheet 1, Site Plan Layout.

Public trails connect existing residential neighborhoods to destinations such as Mt. Rose, Hunter Lake, and the MacKay Fair Flume Trail. These connections will ensure that public access to public lands to the west is not cut off. The trailhead at the neighborhood park allows for 25-car and 5-truck/trailer parking spaces. Some overnight parking will likely occur, especially for equestrian users whose destinations are sometimes many miles from the trailhead.

The private trails within the street rights-of-way are shown on the street sections in Figures 2-10 through 2-13. On the minor arterial, an 8-foot wide asphalt meandering path is proposed, with a transition to a 6-foot wide sidewalk beyond the entry gate. The 8-foot width is intended to be multi-purpose -- bicycle, pedestrians, in-line skating, etc. (Refer to Figure 2-8.)

Private trails outside of the street right-of-way consist of both primary and secondary types. Primary trails connect high use areas with residential neighborhoods. A 4- to 6-foot wide asphalt trail is proposed. Secondary trails connect residential areas together and also extend to the public regional trail system. A 4- to 6-foot wide packed gravel or decomposed granite trail is proposed.

Deletion here

Public trails will be constructed and maintained by Washoe County. The developer is not responsible for public trails. Specifications for public trails may be varied by Washoe County. Based on current county standards, minimum trail width will be 36 inches clear wherever possible. Grade is proposed to be a maximum of 10 percent for safety and to minimize erosion potential. Some level changes will be required in the Thomas Creek drainage and steeper slopes in the northwest corner of the site. Trail surfacing will probably be compacted dirt, with some small

earthquake. Buildings for human occupancy should not be sited over these faults and a setback is recommended for each side of the fault. The setbacks for each surveyed fault are shown on the site plan and will be identified on tentative and final maps.

### Minimum Lot Width

All residential lots shall comply with the following minimum average width requirements: 1 acre and larger lot, 120 feet; 1/2 acre to under 1-acre lots, 100 feet; and 12,000 square foot lots, 80 feet.

### Grading, Drainage, and Erosion Control

All construction will require some resculpting of the earth's surface. However, the placement of the home, driveway, and other site elements should minimize disruption of the natural topography as much as possible. Where grading is required, the slopes should be gently rounded to blend into the natural contours of the land. Site grading design should also complement and reinforce the architectural and landscape character by screening undesirable views of parking and storage areas and by helping to reduce the perceived height and mass of the architecture.

- All slopes flatter than 2.5:1 will be revegetated.
- All slopes steeper than 2.5:1 will be mechanically stabilized, probably with native rock riprap. *no landscaping on slopes < 10'?*
- Cut/fill slopes will generally be less than 10 feet in height. For slopes greater than 10 feet in height, a landscape treatment will be provided (i.e., seeding with native grasses and shrubs). Although none are anticipated, if there are slopes greater than 30 feet in height, benching will be provided. Trees and shrubs will be planted along the toe of the slope and the benches. *to appear natural and shall undulate*
- Slopes shall be contoured and meander to avoid long continuous horizontal conditions. Landscape pockets consisting of native vegetation and rocks shall be placed along visible slopes. *landscape pockets*  
*will occupy at least 10% of the disturbed area.*

The individual lot purchaser or builder will present drawings to the ALCC for review that are creative and sensitive as to the individual footprint, setting on the lot, and natural grade. To minimize grading, the house pad should step down the hillside rather than sitting on a flat plane. The builder/architect is encouraged to minimize the amount of grading on each lot. This same concept should be carried forth in the design of the hardscape and landscape areas adjacent to the building structure. Every effort should be made to achieve a final design which fits the shape of the lot and the land around it.

The control of water run-off and potential erosion should be a consideration both during construction and in the final design of the home site. Natural surface drainage patterns should be preserved whenever possible. Avoid concentrating surface drainage to reduce the erosion potential.

The preservation of existing vegetation cover minimizes the potential for erosion. Construction equipment should be limited to areas intended for specific site improvements in order to minimize damage to existing vegetative cover. A program of temporary erosion control should be put into effect immediately after site grading is complete. This program should include at least one of the following techniques for stabilizing soil and preventing wind and water erosion: hydro-mulching, wood chip mulch, netting, straw mulch, gravel mulch (suited to vehicle paths), or tacking agents. A program of permanent erosion control measures would, at a minimum, include slope stabilization structures (retaining walls, slope terraces), runoff control structures (diversion dikes, infiltration trenches), or runoff collection features (retention basins, catch basins). (Revegetation and erosion control are also discussed in Chapter V, Landscape Design Guidelines).

Streams and surface water features will be protected against sediment buildup through the use of best management practices in accordance with the current Lake Tahoe Basin Water Quality Management Plan, Best Management Practices.

Dust control methods will comply with the requirements of the Washoe County District Health Department, Air Quality Management. A detailed dust control plan must be prepared prior to issuance of a grading permit for the golf course or approval of a final map (Tentative Map Condition #49 and Special Use Permit



# CHANGES HERE

on 1-acre lots. Large expanses of asphalt or gravel are discouraged, as are large areas of untextured and uncolored concrete. Unpaved parking areas on residential lots are discouraged. The visual impacts of paved areas <sup>will</sup> can be reduced by tucking them into the topography and landscape.

*or buffering it with*

On-street parking is prohibited throughout Southwest Pointe. Each lot must provide off-street guest parking to accommodate two cars. Additionally, the Conditions of Approval (Tentative Map Condition #34) require that guest parking be provided within 500 feet of homes that have lots ranging in size between 12,000 square feet and 1/2 acre. One space shall be provided for every three homes. The parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map.

## Auxiliary Structures and Site Utilities

Auxiliary structures, such as gazebos, utility sheds, etc., must be designed in a manner that is integrated with the main structure and harmonizes with the natural setting. Auxiliary structures should be situated so as not to interfere with the views and enjoyment of adjacent properties. Plans for such structures must be submitted to the ALCC for review and approval.

All solar and mechanical equipment must be screened. All utility meters and appliances must also be screened. Trash and utility areas should be located to avoid direct views from streets or adjacent properties. These areas should be enclosed with fencing or screens that match residential architectural detailing and materials.

## Fences and Walls

Appropriate design and placement of fences and walls on residential lots is important in maintaining a high quality, rural atmosphere. It is essential that the materials, patterns and textures complement the surrounding architecture wherever possible.

*Under*

Perimeter lot fencing is the same type of fencing as the community screening fence shown in Figure 2-6. Perimeter fencing within neighborhoods must be consistent. The fence is 5 to 6 feet tall with or without stone pilasters. Fencing is either metal balusters or wood members. All exposed wood surfaces will be lightly stained or treated with preservatives for longevity. When a change in elevation occurs, the wall or fence should be stepped in equal intervals. Plant materials or berming will be used to soften a continuous wall or fence. All fencing must be submitted to the ALCC for review and approval. The proposed locations for lot perimeter fencing is shown on a separate exhibit within the Final Development Agreement -- Exhibit F, Sheet 1 entitled Site Plan Layout. It should be noted that these are proposed locations for lot perimeter fencing.

It is up to the individual lot owner whether or not to construct such fencing. *OK when individual lots as specified. When 3 or more, how will alternating fence/no fence be avoided.*

Special consideration will be taken when installing walls so as not to obstruct views from adjacent homes. Any privacy walls and fences will be installed by the homeowner or builder and maintained by the homeowner.

When retaining walls are necessary, they should become an integral part of the design, not an afterthought. The use of several 2- or 3-foot high walls rather than a single taller wall is encouraged. Not only should the retaining walls be designed with careful consideration for strength and provisions for surface and underground drainage, but they should be configured to sensitively fit with the natural terrain and be constructed or faced with materials that blend with the

*no single retaining wall exceeding 5 ft.*

setting. Freestanding walls are appropriate when used as an extension of the residence, to define key outdoor spaces, and to protect from climatic extremes. Wall materials should be consistent with the architectural style of the house.

*shall or complement*

Exterior Lighting

All exterior lighting must be approved by the Architectural and Landscape Control Committee. Homeowners are encouraged to utilize landscape lighting -- to subtly highlight unique architectural features, trees, and focal landscape areas. Lighting



levels should also be provided which insure safe passage along walks to building entries. Lighting of patio and deck areas to provide for nighttime usage is also allowed.

Landscape lighting should be integrated into the overall design of the site. Downlights can be recessed into arbors and soffits. Ground-mounted landscape bollards may also be used. Pole lights and monoliths with lights higher than 48 inches are not allowed. Light sources should not be directly visible. Light trespass and glare onto adjacent properties is not allowed. Lighting should endeavor to highlight special features and use areas rather than a uniform glow across the property.

### Energy Conservation

All residential units shall include site design and building design or construction features and devices which <sup>to promote the</sup> ~~are capable of~~ <sup>ation of</sup> conserving energy. Measures encouraged in the design of all residential structures are:

- Double glazing.
- Size and placement of windows and other major openings shall take into account prevailing breezes during the summer season and protection from stronger winds during the winter season.
- Appropriate design features to deflect sunlight or allow it to enter the residence, depending on seasonal needs.
- Strategically locate and select plant materials in areas adjacent to the residence to reduce temperature buildup and sun penetration during the summer season.

Building construction requires sufficient insulation and insulated glass to meet State of Nevada energy standards. Other building construction energy conservation features are encouraged, such as high efficiency mechanical equipment, high efficiency glass (non reflective), etc.

## Miscellaneous

**Antennas** - All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired to accommodate cable reception. Satellite "dish" antennas are allowed only if adequately screened and not visible from surrounding areas.

**Awnings and Patio Covers** - Awnings and patio covers, if used, must be of solid color canvas within the approved color palette. Fiberglass or sheetmetal awnings are not permitted.

**Gutters and Downspouts** - All gutters and downspouts must be a color to blend into the building back drop, and downspouts shall be located to be least visible.

**Utility Service and Meters** - All utility service shall be underground with no exposure. All utility meters required to be exposed shall be either located to be not visible or enclosed in a cover box compatible with the building siding and as approved by the utility company. Meters shall be recessed in walls with no exposed conduit.

**Mechanical Equipment** - No exposed mechanical equipment is permitted. All exterior mechanical equipment, including solar panels, condensing units, etc. must be screened from view.

**Signs** - Exterior signs other than house numbers are prohibited. During construction or sale, one (1) approved construction/sales sign may be placed in front of each homesite. Real estate sales/listing information must be placed on a panel of the sign just as contractor's or architect's information would be. Additional freestanding signs, "snipes," banners, flags, etc. are prohibited. Political signs, within reason, are excepted from this prohibition.

"Sold" signs?

## Energy Conservation

Southwest Pointe will have all locally available public utilities for energy as well as being very conducive to passive solar access for natural heating to conserve energy. Passive solar access requires consideration of building orientation and

## Maintenance

Common Areas - Landscape, fencing, walls, irrigation systems, etc. installed by the developer will be maintained in a healthy and operational condition and will eventually be transferred to the Homeowners' Association, which will then assume maintenance responsibility. Landscape maintenance will primarily consist of weeding, spraying pre- and post-emergents, insect control, pruning, plant replacement and irrigation system winterizing/repair. Drip irrigation lines will require flushing to remove debris so that emitters do not clog.

Open space and private trail maintenance will include trash pick-up, erosion control, re-surfacing trails, and upkeep of signage. (Washoe County will be responsible for any maintenance activities required on open space that is under their control.) Paved walks will require re-seeding and eventually resurfacing the asphalt. Fencing will need board replacement and re-staining/re-sealing wood members.

Private Yards - The intent of maintenance standards for private yards is to keep the entire project up to high standards. Homeowners will be responsible for maintenance of their own lots. If the required front yard trees should die, they will need immediate replacement with trees of the same size and species. Property owners will also be responsible for maintaining landscaping along the right-of-ways of local and rural streets with direct lot frontage.

## Revegetation and Erosion Control

Revegetation is the process that involves seeds and small plants, fertilization, and soil stabilization once vegetation becomes established. It is one part of the overall erosion control process. Most often the best erosion control is a combination of structural or mechanical land revegetation. Once the ground is disturbed during construction, it is important to revegetate areas to be kept as open space as quickly as possible to minimize wind and water erosion on the soil. Typically, fast-growing annuals and perennials are installed for both short- and long-term stabilization.

**Timing** - The developer will follow the typical Washoe-Storey Conservation District and District Health Department guidelines for disturbed areas. A dust palliative will be applied to areas left undeveloped more than 30 days and a seed mix applied for areas left undeveloped more than 90 days. The preferred season for revegetation without irrigation is early spring after the ground softens. Late fall after the first snow is also acceptable. The developer may elect to seed between the preferred seasons with some supplemental irrigation from a water truck or temporary irrigation.

**Clearing Limits** - Areas to be cleared for development or cut/filled will be surveyed and staked so that equipment can be confined to those disturbed portions only. The objective is to save as much native vegetation within the development as possible for the open space between residential units. Clearing will be done on a phasing schedule as the development proceeds. The exception is the golf course, which will be graded and built in 9- or 18-hole increments.

**Seeding Methods** - Seeding will take place on open areas and slopes 3 to 1 and flatter. Slopes not accessible by drilling machines will either be hydroseeded or seeded with a mechanical broadcaster and raked by hand. Drilling is the preferred method since germination is generally the highest. Hydroseeding will be accomplished in a two step process. Seeding will take place on roughened soil with 30 percent mulch and then blowing the remaining 70 percent of the mulch on top of the seed. This ensures better seed/soil contact.

Conflict? p. 3-2

**Seeding Mixes** - One of the goals is to blend the development into the existing on-site environment. To accomplish this, a seed mix that matches the existing plant material is desired. Since the majority of the open space will not have permanent irrigation, the plants need to survive on rain or snow fall. A combination of woody plants (shrubs) and grasses are proposed for the mix. Also proposed are grindings from existing plants that are cleared. Since the seeds are already acclimated to the site, germination is usually very high. Plants to avoid seeding are those with a high fuel production that create a hazard for wildfires.

## Fire Fuel Breaks and Green Belts

The project site is located in a high fire hazard area as identified by the Nevada Division of Forestry. This is due to the occurrence of lightning and strong westerly winds. Fire suppression over a long period of time has resulted in on-site fuel accumulation that will become a problem during a wildfire.

Mitigation is needed to reduce the fire hazards on the site. Proposed mitigation includes careful structure siting, fire hydrants, fuel breaks around structures, the use of fire resistant/retardant plants, ease of access for fire fighting equipment, and the use of appropriate building materials.

The developer will work with the Division of Forestry to locate firebreaks in appropriate locations. Effective fire protection can be achieved with a wide strip (at least 100 feet) of bare ground around structures created by removing the native shrubs and grasses. However, the bare ground is subject to water and wind erosion, besides being aesthetically unacceptable. A better solution is the use of "green belts". A green belt can be defined as a landscaped and irrigated zone between a structure and the brush-covered wildlands that is designed to halt or slow the spread of fire and to control soil erosion and water runoff. (Refer to Figure 5-1.) Requirements in developing such a green belt are as follows:

1. Removal of highly flammable native brush and grasses, especially cheat grass, from around structures for a distance of 30-50 feet. Remove any dead wood in and around shrubs. This zone will consist of grasses, introduced shrubs, and individual trees pruned up off the ground. All plants will have a high-moisture content because of drip or spray irrigation. The sprinkler system will be permanent and on a controller. Included in this zone is a 10 to 20 foot wide area on both sides of the front driveway. Appropriate planting for this zone are native, naturalized and exotic species that gradually blend to the more native zone beyond. Lawns will be kept to a minimum size for water conservation and sprinklered with an overhead automatic spray system.

*I don't understand where or how this section applies. Firebreaks? Fuelbreaks? Fuel modification?*

## Water Conservation

Water conservation in the Truckee Meadows is a long-term responsibility for all residents, since we live in a desert climate with limited resources. There are many ways to conserve water in the outdoor landscape. Generally, plants will use as much water as a person gives them, so overwatering is the result of owners not realizing proper planting water requirements.

The principals of a relatively recent concept of "Xeriscape" (dry landscape) should be followed in every new development and retrofitted into existing landscapes. The principals are briefly summarized as follows:

- Mulch plantings to keep soil cool and reduce evaporation.
- Plan and design planting/irrigation from a project's beginning.
- Create practical and usable lawn areas of reasonable size and shape.
- Use appropriate plants for the area and group into water zones.
- Improve the soil in the intensive landscape zones with compost or manure.
- Irrigate efficiently with properly designed systems with automatic timers.
- Maintain the landscape appropriately by mowing, pruning and fertilizing properly.

Well done Xeriscape-type designs can typically reduce irrigation water by more than 50 percent, compared with traditional designs dominated by over watering lawns. Over watering can also kill highly drought-tolerant plants and force unwanted growth.

Home buyers in Southwest Pointe will be encouraged to follow the above water conservation methods in their private yard areas within the 30 foot intensive landscape zone surrounding the structure. Lower water bills will be just one of the long term benefits of proper landscaping.

### Fire Protection

Fire protection service is intended to be provided by the Nevada Division of Forestry (NDF), Sierra Fire Protection District. The closest existing station is Galena Station #2, which is located on the Mt. Rose Highway approximately 2 miles west of the intersection of Mt. Rose and Thomas Creek Road.

Consistent with the Southwest Truckee Meadows Area Plan, a one-acre site for a fire station is proposed near the entrance to Southwest Pointe. The site will be offered for dedication prior to recordation of the first final map. According to NDF staff, the station would be 3,800-4,000 square feet with two bays and living quarters. If constructed, there would be two, full-time employees supported by volunteers.

The entrance to Southwest Pointe may be gated at the point where Whites Creek Lane becomes a private road (i.e., near Thomas Creek). The developer has met with NDF staff to discuss their needs in order to maintain emergency access. Fire fuel breaks will also be required in many locations and an acceptable design will be developed with NDF staff. Maintenance of the fire fuel breaks will be the responsibility of the individual homeowner or the Homeowners' Association depending on the location. *Uncler in 5-8, 10, 11*

### Security and Emergency Services

The Washoe County Sheriff's Department is intended to provide police protection service to this site from the main station at 911 Parr Boulevard. There is currently one patrol unit regularly assigned to the area, with an average response time of 10 minutes. The response time in this area will be greatly improved if the Sheriff's Department locates a substation in the community center in the South Valleys Regional Park at the intersection of Whites Creek Lane and Wedge Parkway. The first phase of the park has been constructed. The community center is located in a later phase; therefore, it may be several years before the substation is operational.



## VII. SPECIAL CONDITIONS

### Thomas and Dry Creeks

Two creeks cross the property -- Thomas Creek along the southern and eastern edge and Dry Creek through the western and north central portions of the site. The creeks are bordered by riparian vegetation and a wetlands delineation, prepared by Soil Resource Investigations and approved by the Corps of Engineers, has concluded that wetlands exist along both creeks. These areas will be avoided.

The Conditions of Approval state that a buffer will be provided between the fairways/greens and all creeks (i.e., Special Use Permit Condition #45). The setback of the buffer will comply with 100.200 (e) of the Uniform Building Code (i.e., 50 feet from the centerline of drainage area greater than 5,000 acres). A second condition (i.e., Tentative Map Condition #51) requires that a minimum buffer of 50-feet be provided between any structure and riparian vegetation.

*Crowe?*  
At locations where roadways cross the creeks, the intent is to span the creek and leave all delineated wetlands undisturbed. This will be accomplished through the use of railroad flatbed car bridges. Concrete abutments will be constructed on either side of the creek outside the delineated wetlands. The railroad cars will then be placed to "clear span" the creek bed.

*a Bridge acceptable to  
Washoe County.*

### Wildlife

Portions of the project site are located in the winter range of the Loyalton-Truckee deer herd. The herd summers largely at higher elevations and winters in the lower reaches of the Sierra Nevada. Some residential and golf course development is proposed within the winter range; however, there is also a significant amount of acreage within the winter range that will be left as open space. Some key mule deer winter range habitat has also been identified at the northwest end of Southwest Pointe. For the most part, this area is proposed to be left as open space.



## VIII. DEVELOPMENT PROCESSING

### Relationship to Other Ordinances

The provisions of this Handbook will govern the development of Southwest Pointe. However, where the provisions of the Handbook do not address a specific subject, the provisions of the Washoe County Development Code (Chapter 110) or other ordinances governing the development of land shall prevail, subject to the provisions of the final development agreement.

### Amendments to the Development Standards Handbook

It is anticipated that this Handbook will need to be periodically updated and amended. If modifications are necessary, the Department of Development Review will be notified by letter, stating the changes requested, the reasons for the changes, and the effects of the changes. Minor modifications can be approved at the staff level. The definition of "minor" will be made by the Director of the Department of Development Review. More significant changes must be approved by the Washoe County Design Review Committee.

During the design and construction phase of the project, it will be the responsibility of Southwest Pointe Partners or its successor to initiate the amendment request. This responsibility will eventually be assumed by the Homeowner's Association.

### Approval Process

Tentative Maps, Final Maps and Special Use Permits - A statement of compliance must accompany all tentative maps, final maps and special use permits. (Refer to Appendices C and D.) The compliance statement for tentative maps and special use permits will be completed by the applicant and approved by Southwest Pointe Partners prior to an application being submitted to Washoe

County. The statement of compliance for final maps is a checklist to ensure compliance with the Conditions of Approval. It will be completed by the applicant and submitted with all final maps. It does not need to be approved by Southwest Pointe Partners.

**Building Permits** - Design review will be required of each Lot Developer. Southwest Pointe Partners will provide each Lot Developer with a copy of the approved Development Standards Handbook and CC&Rs. These documents should be reviewed carefully by each Lot Developer.

The Architectural and Landscape Control Committee (ALCC) will review all preliminary and final construction drawings for structures and landscaping prior to their submission to Washoe County. The purpose of this initial plan review is to insure compliance with the Development Standards Handbook and the CC&Rs. Any development plans submitted to Washoe County must be accompanied by verification from the ALCC stating that the plans have been approved by that Committee. Minor variations from the Development Standards may be approved by the ALCC providing that these variation are in conformance with county regulations and the intent of these Development Standards.

Approval by the ALCC does not imply that the plans are in compliance with all applicable county codes, ordinances, or other regulations. Each Lot Developer is responsible for submittal and processing of all plans and permits required by the county prior to the commencement of construction.

Once residential construction has started, Southwest Pointe Partners or its successor will be responsible for preparing a quarterly report indicating the number of building permits issued and explaining other building activity. (Development Agreement Condition #7.)

#### **Financial Assurances for Development of Property**

Financial assurances for the construction of capital improvements shall be provided as required by Washoe County Code or pursuant to subdivision improvement agreements under tentative maps, subject to the provisions of the final development agreement.

# Southwest Pointe

## Development Standards Handbook

Prepared for:  
Southwest Pointe Partners

Prepared by:  
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In Association with:  
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SUPERCEDED BY  
6/12/96 VERSION

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# I. INTRODUCTION

## Purpose

This Handbook presents design guidelines and standards that will apply to the community at Southwest Pointe. This booklet serves several purposes. First, it will help prospective architects, designers, builders, and owners create residences and improvements that will fit within a defined architectural character. Second, the Handbook is intended to fulfill the requirements of Article 814, Development Agreements, of the Washoe County Development Code. Specifically, Section 110.814.75(g) of this article presents the topics that must be addressed in the Development Standards Handbook. This section of the Development Code is repeated in the Appendix, together with an explanation of where each topic has been addressed in this Handbook. And third, it is intended to provide the county and the residents in the Southwest Truckee Meadows with a feeling for the type of development being proposed.

This Handbook, along with additional provisions and "Residential Lot Declarations" that will be set forth in the Southwest Pointe CC&Rs, form the basis for evaluation of all drawings and specifications for construction submitted to the Southwest Pointe Architectural and Landscape Control Committee (ALCC) for review and approval, including any additions and modifications. The CC&Rs may specify further guidelines or restriction to those provided in this Handbook. When not in conflict, this Handbook is not meant to duplicate or supersede the requirements of Washoe County. Plans for construction will need to be processed through Washoe County and appropriate public agencies as well as through the ALCC.

## Project Description

Setting - Southwest Pointe is set in the context of a rugged mountain backdrop and sagebrush-covered slopes that are punctuated by Thomas and Dry Creeks. The 3,272-acre project is located on a prominent site overlooking the Truckee

Meadows. The majority of the property has unobstructed views, and the project has been laid out to maximize these views. Both Thomas and Dry Creeks cross the property, and the site plan takes these two prominent features into account. There is some riparian vegetation along the creeks but a majority of the site is covered with moderate to dense stands of bitterbrush and sagebrush and thinly scattered field grass and alfalfa.

As shown in Figure 1-1, the property is bounded by the Toiyabe National Forest to the west, Thomas Creek along the south, and the established neighborhoods of Thomas Creek Estates and Saddlehorn to the southeast and east. Elevations range from approximately 4,950 feet along the eastern portion of the site to 5,900 feet on the west. The property slopes in a southwest to northeast direction with slopes generally ranging from 5 to 15 percent. Moderately steep slopes, generally between 15 and 30 percent, are found at the northern end of the site.

**Site Plan** - The site plan for Southwest Pointe is based on a planning approach that analyzes the constraints and opportunities of the property to identify the most appropriate development areas. Site characteristics, including topography, geology, flora and fauna, drainage, view sheds, access points, and easements were mapped. In addition, surrounding land uses were also considered.

The topography is steep and mountainous along the western boundary and in the "panhandle" to the north. Remaining portions of the site are characterized by gently and moderately sloping terrain with slopes ranging between 5 and 15 percent. These terrain features create panoramic views of downtown Reno and the Southeast Truckee Meadows from nearly every portion of the site.

A number of Holocene faults cross the property, generally running in a north-south direction. These faults define corridors within which development was planned. Holocene faults are defined as faults that show evidence of movement within the past 11,000 years.

Two drainages that form major geographical features traverse the property -- Thomas Creek along the southern and eastern edge and Dry Creek through the western and north central portions of the land. Some sections of the creeks are



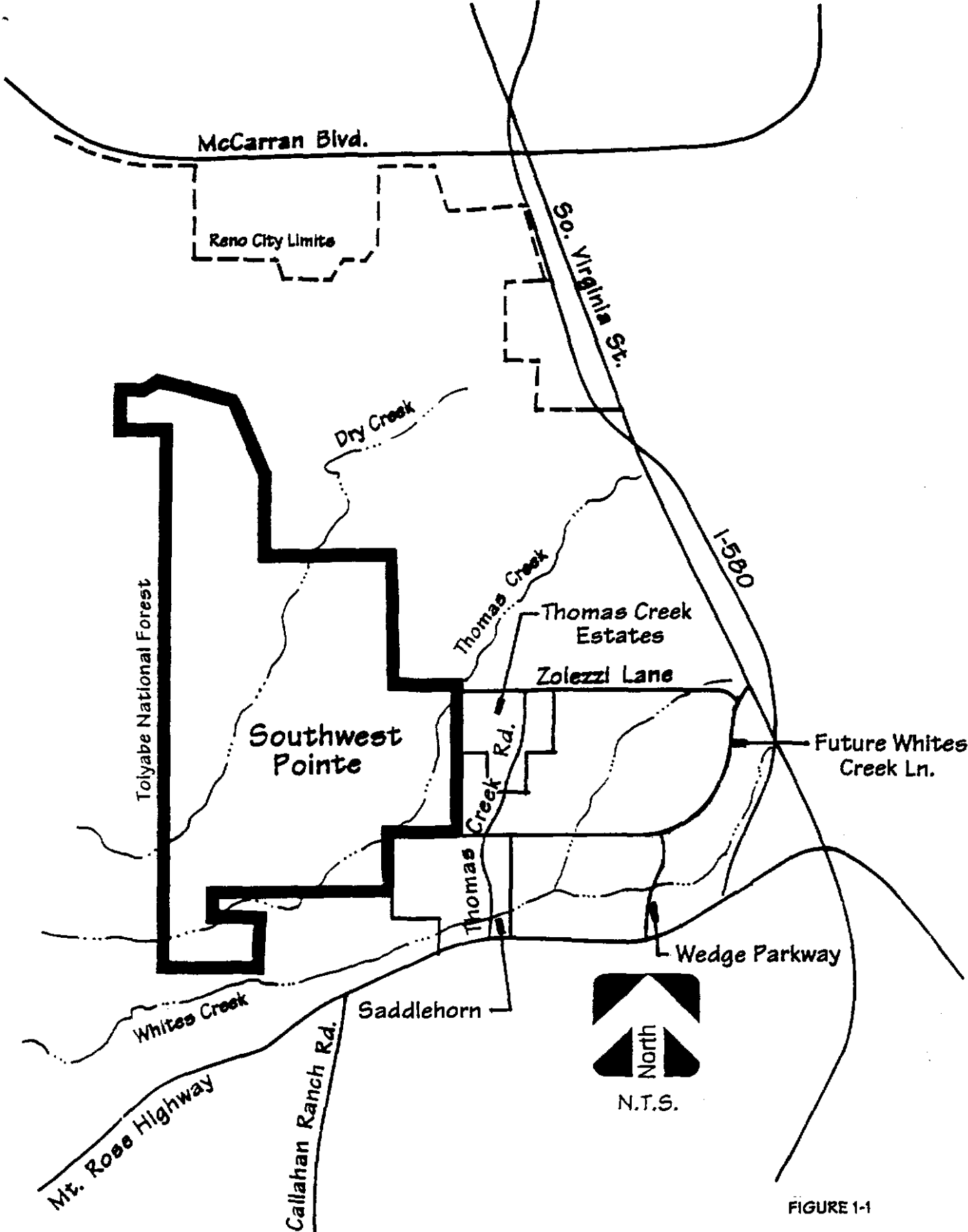


FIGURE 1-1  
VICINITY MAP

*bordered by riparian wetlands and, therefore, setbacks for development are required. These riparian corridors are generally not visible from most of the site; however, these corridors are among the most scenic areas of the property.*

*The winter range for the Loyalton-Truckee deer herd covers the "panhandle" and the north portions of the site. Some residential and golf course development is proposed within the winter range; however, there is also a significant amount of acreage left as open space.*

*Blending the physical characteristics of the property with the allowable lot count of 1,090 single-family dwelling units and the development program, which calls for 36 holes of golf, the following design objectives were formulated and implemented in the site plan:*

- Provide significant natural open space buffers around the periphery of the project to preserve the visual and physical environment of surrounding residents and to focus the views from within the property.*
- Reserve the Thomas Creek and Dry Creek corridors and use creek edges, where feasible, for golf course fairways and for visual amenities from lots.*
- Remain consistent with the intent of the Southwest Truckee Meadows Area Plan. Set aside a location for the civic uses proposed in the Area Plan -- schools, neighborhood park, regional trails, and a fire station.*
- Create a major community entrance at Whites Creek Lane with signage, a gate house, and landscaping. Integrate the bridge structures across Thomas Creek with the community entrance features.*
- Use the earthquake faults and associated building setbacks, wherever practical, as golf course fairways, road right-of-ways, and open space.*
- Establish a rural golf course community theme by using smaller paved road sections, by creating neighborhood enclaves, and by controlling development through comprehensive design standards.*

- Develop a mix of lot sizes within the following parameters: 20 percent one acre and larger, 40 percent 1/2 acre and larger, and 40 percent with a minimum size of 12,000 square feet. All residential units are single-family dwellings; no other housing types are proposed. Primary lot orientation should be to the golf courses and/or the panoramic views.

As shown on the Site Plan on the following page, the land use pattern clusters residential neighborhoods within enclaves created by the golf course fairways. All edges of the proposed development reserve substantial areas of natural open space, ranging from the entire "panhandle" to a minimum of 200 feet to the nearest existing lot. Table 1-1 presents a break down of the proposed land uses. Tables 1-2 and 1-3 present a summary of the various lot types.

Table 1-1  
**Land Use Summary**  
(acres are approximate)

<u>Land Use</u>	<u>Acreage</u>
Residential	845 (26%)
Golf Course/Roads/Common Area	827 (25%)
Civic Uses	62 (2%)
Village Center	27 (1%)
Open Space	<u>1510 (46%)</u>
<b>TOTAL</b>	<b>3,272 (100%)</b>

Table 1-2  
**Lot Summary**

<u>Lot Type</u>	<u>Number of Lots</u>
12,000 s.f	436 (40%)
1/2 acre and larger	436 (40%)
1 acre and larger	<u>218 (20%)</u>
Total:	1090

Table 1-3  
*Lots and Acreage by Neighborhood*

Neighborhood	Lot Category	Acres	Units	Gross Density Du/Ac
A	12,000 s.f.	49	109	2.2
B	12,000 s.f.	7	11	1.6
C	12,000 s.f.	12	33	2.8
D	1 acre	3	3	1.0
E	1 acre	32	24	0.8
F	1/2 acre	27	37	1.4
G	1 acre	8	7	0.9
H	1/2 acre	15	19	1.3
I	1/2 acre	40	40	1.0
J	12,000 s.f.	27	64	2.4
K	12,000 s.f.	28	34	1.2
L	12,000 s.f.	20	37	1.9
M	1/2 acre	55	66	1.2
N	1/2 acre	36	48	1.3
O	1/2 acre	3	3	1.0
P	1/2 acre	27	35	1.3
Q	1/2 acre	18	19	1.1
R	1/2 acre	21	31	1.5
S	1/2 acre	41	83	2.0
T	12,000 s.f.	25	34	1.4
U	12,000 s.f.	13	31	2.4
V	1/2 acre	23	23	1.0
W	1/2 acre	25	32	1.3
X	1 acre	85	60	0.7
Y	1 acre	104	83	0.8
Z	1 acre	16	13	0.8
AA	12,000 s.f.	16	29	1.8
BB	12,000 s.f.	14	21	1.5
CC	12,000 s.f.	19	33	1.7
DD	1 acre	36	28	0.8
<b>Total:</b>		<b>845</b>	<b>1090</b>	

**Public Facilities** - Various civic uses are shown on the site plan. These include an elementary school, possible middle school, fire station, neighborhood park, and regional trails. The Washoe County School District will be responsible for construction of the elementary and middle schools. A special use permit has already been approved for the elementary school and construction will start in the late spring or summer of 1996. The School District hopes to have the elementary school open in September 1997.

Construction of the middle school is dependent on several factors. First, based on the Conditions of Approval (i.e., Development Agreement Condition #20), the site must be reserved for an off-stream stormwater detention facility for a certain length of time. If the detention facility is not constructed, the site will then be dedicated to the School District for a middle school. The second factor is that the voters of Washoe County must pass a bond issue in November 1996 for future school construction.

A one-acre site for a fire station is shown at the entrance to Southwest Pointe. The site will be dedicated prior to recordation of the first final map (i.e., Development Agreement Condition #27). Construction of the fire station will be the responsibility of the Nevada Division of Forestry (NDF); however, it is possible that the Truckee Meadows Fire Protection District will also be involved in the construction and operation of the station since the location could serve both NDF and Truckee Meadows.

The neighborhood park and the regional, public trail system are discussed in detail in the Open Space Management Plan, which was prepared to comply with the Conditions of Approval (i.e., Development Agreement Conditions #28 through #31). According to the Management Plan, the Washoe County Department of Parks and Recreation will be responsible for constructing and maintaining the regional trails. The neighborhood park will be dedicated to Washoe County after the improvements have been completed. Southwest Pointe Partners or its successor will be reimbursed for the cost of the improvements and for the fair market value of the land from fees collected in Southwest Pointe from the Residential Construction Tax.

## Development Phasing

Construction will commence in late summer or early fall 1996. The project will begin with the development of construction access roads and grading of the initial (lower) golf course. Coincidental with these activities will be the construction of utilities as well as the main entry road and the main loop road that services the golf course clubhouse, swim and tennis club, and Phase I residential areas (approximately 400 lots). An interim clubhouse will be constructed to the south of where the permanent clubhouse will eventually be built. (The golf clubhouse - interim and permanent - is described in Chapter II under the heading Community Buildings.) It is estimated that "intract" improvements for the residential lots in Phase I will occur over a 3 to 4 year period following grading of the entry road and main loop road, depending on market conditions.

As the Phase I residential land approaches build-out, grading, road improvements, and utilities for the Phase II residential areas (approximately 350 lots) will commence. It is estimated that "intract" improvements for the residential lots in Phase II will occur over a 3 to 4 year period following grading of the roads, depending on market conditions. The second golf course is proposed for construction during the development of Phase II; however, the demand for golf will dictate whether it occurs sooner or later. Construction of the swim and tennis club is proposed to commence during Phase II.

As the Phase II residential land approaches build-out, grading and road improvements for the Phase III residential areas (approximately 340 lots) will commence. It is estimated that "intract" improvements for the residential lots in Phase II will occur over a 3 to 4 year period following grading of the roads, depending on market conditions. It should be noted that, Phase II and Phase III may be smaller than indicated above, resulting in the potential of one or more additional phases.

The proposed neighborhood commercial use, located adjacent to the swim and tennis club is projected for development in or beyond Phase III. The precise timing, and whether or not it will be built, will be predicated on market conditions. In any event, at the time the initial phases are developed, there will probably not be enough residents to support neighborhood commercial uses.

Appropriate open space dedications, trail improvements, right-of-way landscaping, and other community improvements will occur coincidental to the development of each phase of the project, pursuant to conditions of tentative maps or special use permits.

The time frames mentioned above may be shortened or lengthened by the developer, and the phases may be changed, if the developer believes such changes are necessary or advisable to improve development potential. As more particularly specified in the final development agreement, the agreement expires fifteen (15) years from the date of its execution.

## II. COMMUNITY DESIGN GUIDELINES

### Community Design Character

Southwest Pointe is located in the uplands area of the Truckee Meadows between the high desert valley floor and the mountain range of the Sierra Nevada's. This area has low vegetation generally of sagebrush and native shrubs.

The Southwest Pointe Community Design Character is intended to be organic to and respectful of the existing natural and regional environment. The existing environment is to be maintained by minimizing grading and earthwork and working with the land's terrain in locating roads and other improvements. Due to the inherent visibility of the site and its natural features, the prescribed architectural and structural character is intended to blend into the natural environment and to enhance the nature of that environment by adding forms, features, texture, colors, and plants that are similar to those on site.

### Community Components

Entry & Gate House - The main project entry from Whites Creek Lane will feature one-way streets with a wide landscaped median between for safety and visual appeal. (Refer to Figure 2-1.) The entry is the visual gateway to the subdivision and the first impression to residents and guests. In that regard, the community character begins here with a strong visual impression.

The entry landscape for the first one quarter mile upon entering the project is a dense, natural forest setting, consisting of predominately native conifers, with a native woodland understory that provides fall color. The intent is to introduce a strong landscape theme consistent with the regional character, while enclosing views from the road. The landscape enclosure will soften the adjacent 3:1 embankments on the sides of the road and effectively screen the elementary school parking lot.



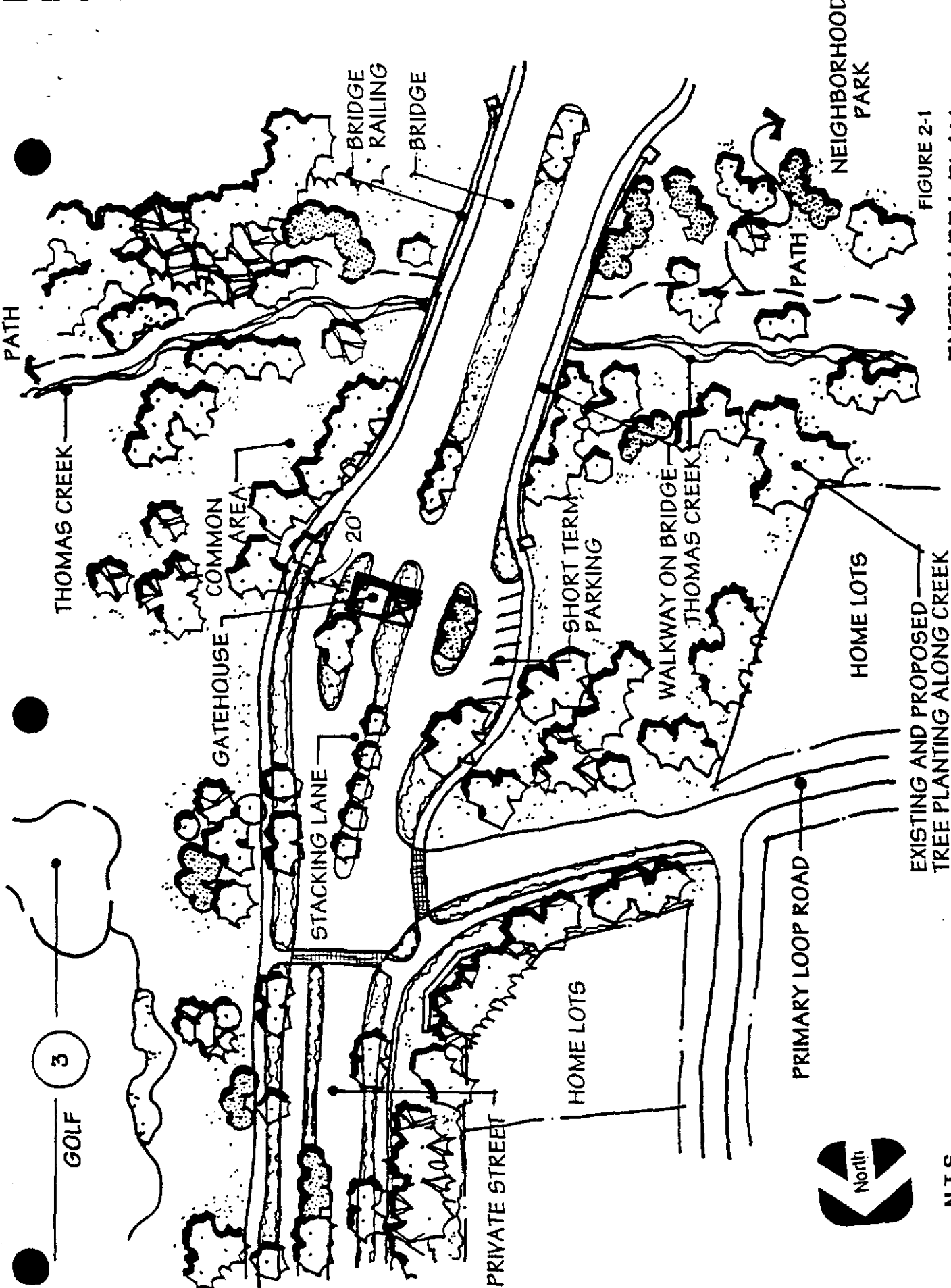


FIGURE 2-1

ENTRY AREA PLAN

The views, at first enclosed, will then dramatically open up at the approach to the bridge and gate house situated at the Thomas Creek crossing, with elevated vistas over fairways and the creek setting. Traveling into the entry area, the motorist approaches the gate house. The gate house will provide controlled access to the community and will direct visitors within Southwest Pointe. The Nevada Division of Forestry will require 20 feet clear and unobstructed for access around the gate house. (Refer to Figure 2-1.)

The gate house has forms and materials resembling those on site and historic to the region. (Refer to Figure 2-2.) Portions of the building's facade are native stone, which establishes natural imagery. Unisex bathroom facilities will be provided. It will not be necessary to provide bathroom facilities for disabled individuals at the gate house. Beyond the entry building are entry gates with stone monuments and a vehicle turn-around. Once the traveler passes the entry, the vistas open, highlighting the project's open space, streetscape, golf course, and neighborhood entrances.

**Neighborhood Entries** - Landscaping, monumentation, and lighting will be used at neighborhood entries in a manner that creates a consistent theme throughout the project. A hierarchy of entries will be created. The treatment depicted in Figure 2-3 will be used at key entry locations along the main loop road. It features a combination of evergreen and deciduous trees with an understory of shrubs. Annuals and perennials will be planted for seasonal color. The entry also includes a retaining wall of native stone within which the neighborhood identification sign or clubhouse sign could be incorporated. Each minor neighborhood entry will be identified with signage, landscaping, and lighting that is consistent with the theme depicted in Figure 2-3.

**Bridges** - Bridge structures will be constructed to span the creeks and drainage ways to minimize grading and site disturbance. The structures may have stone elements at each end with painted decorative metal guard railings to blend in with community standards. (Refer to Figure 2-4.) Native stacked stone may be used to stabilize creek banks at each end of the bridge structure.

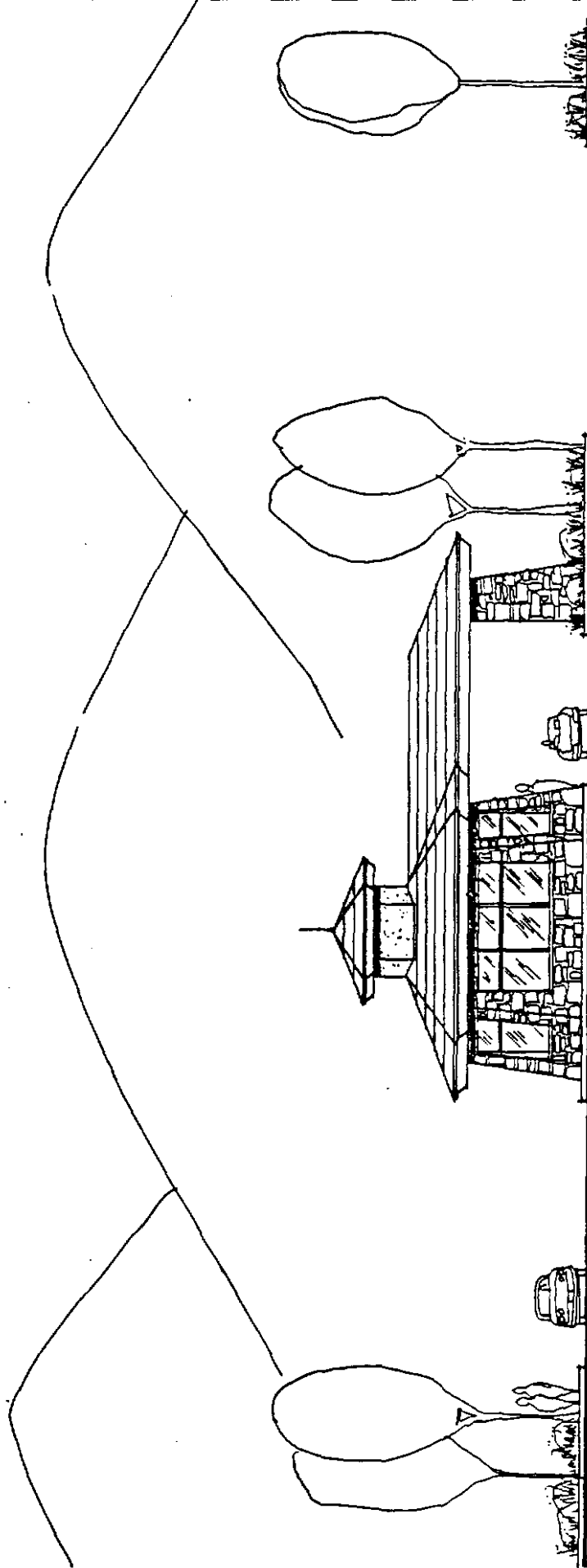
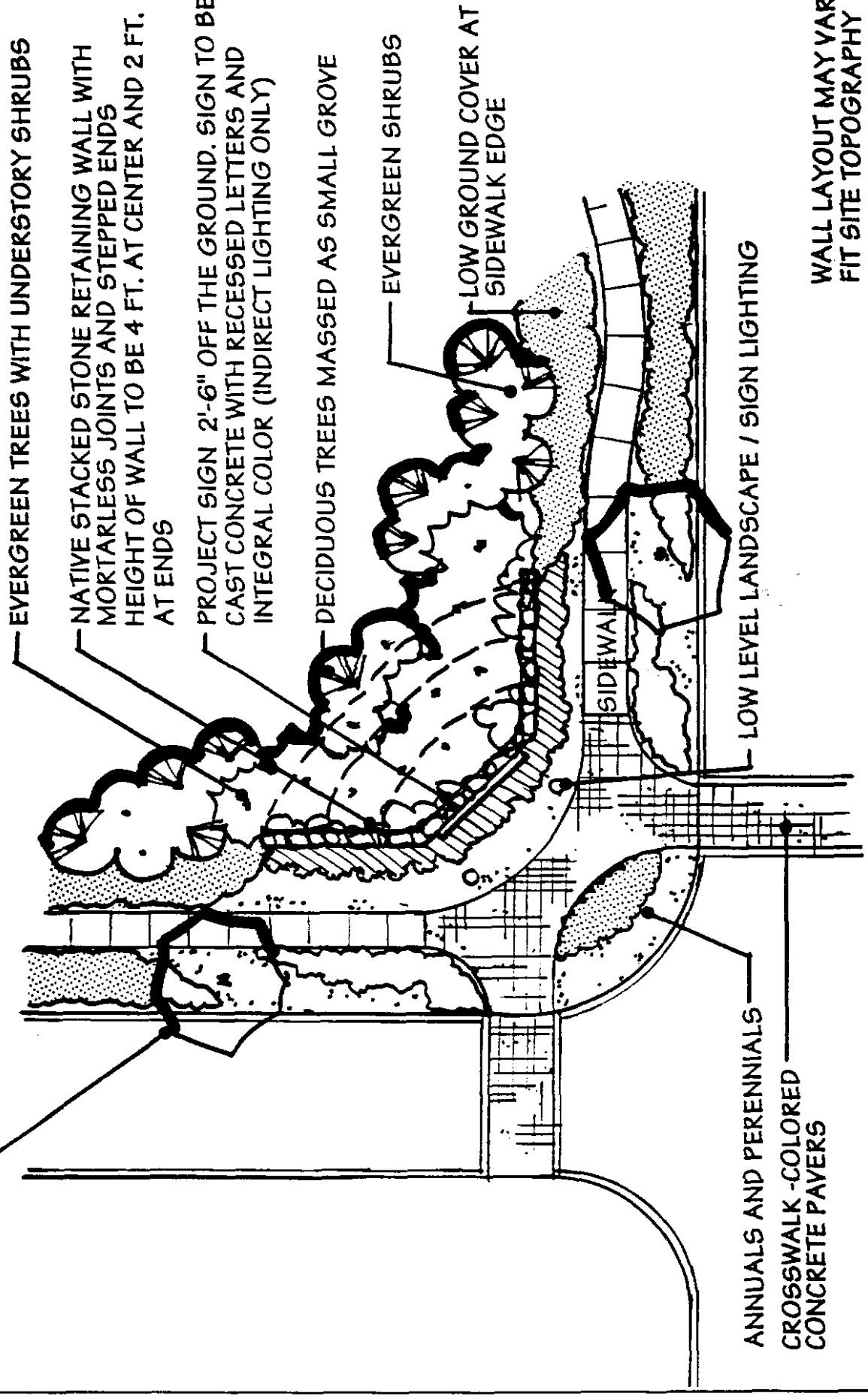


FIGURE 2-2  
ENTRY BUILDING

NEIGHBORHOOD STREET  
TREES



EVERGREEN TREES WITH UNDERSTORY SHRUBS

NATIVE STACKED STONE RETAINING WALL WITH MORTARLESS JOINTS AND STEPPED ENDS HEIGHT OF WALL TO BE 4 FT. AT CENTER AND 2 FT. AT ENDS

PROJECT SIGN 2'-6" OFF THE GROUND. SIGN TO BE CAST CONCRETE WITH RECESSED LETTERS AND INTEGRAL COLOR (INDIRECT LIGHTING ONLY)

DECIDUOUS TREES MASSED AS SMALL GROVE

EVERGREEN SHRUBS

LOW GROUND COVER AT SIDEWALK EDGE

SIDEWALK

LOW LEVEL LANDSCAPE / SIGN LIGHTING

ANNUALS AND PERENNIALS  
CROSSWALK-COLORED  
CONCRETE PAVERS

WALL LAYOUT MAY VARY TO FIT SITE TOPOGRAPHY

FIGURE 2-3  
NEIGHBORHOOD ENTRY PLAN

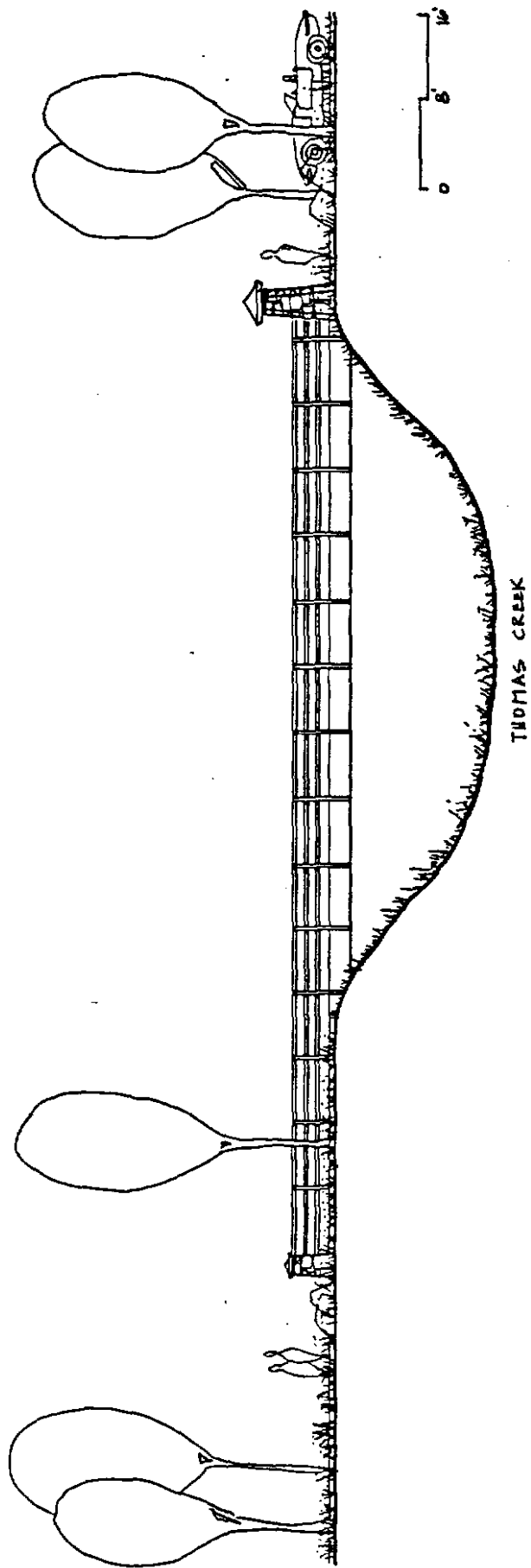


FIGURE 2-4  
TYPICAL BRIDGE STRUCTURE

Fences and Walls - There will be two types of community fencing in Southwest Pointe -- split rail and a screening fence. The proposed perimeter location for each type of fence is shown on a separate exhibit within the Development Agreement -- Exhibit F, Sheet 1 entitled Site Plan Layout. These locations are shown in response to comments received at the April 25, 1996 meeting of the Washoe County Design Review Committee. The Committee members recommended that proposed locations for perimeter fencing be shown on the Site Plan. As a result of this recommendation, fencing was added to Sheet 1, Exhibit F. Sheet 1 shows perimeter fencing, as well as interior fencing along the golf course. No fencing along the boundary of the project is proposed. It was agreed that each tentative map would show fencing (location and type) within the interior of the subdivision.

- a. Split Rail Fence - The first will be a low decorative, split fence design either with or without native stone pilasters. (Refer to Figure 2-5.) This fencing type will be a maximum of 3 feet high with an 8" x 8" post. In more prominent locations (e.g., near the entry to the golf and tennis club), native rock pilasters may be used. The fence will follow the ground plane for slopes up to 10 percent; above that the fence will be stepped. The split rail fence is generally used along the golf course.
- b. Screen Fence - The second is a higher metal or wood fence either with or without native stone pilasters which will provide a visual screen and will only be allowed in certain areas of the development. (Refer to Figure 2-6.) The fence is 5 to 6 feet tall with or without stone pilasters. Fencing is either metal balusters or wood members. All exposed wood surfaces will be lightly stained or treated with preservatives for longevity and appeal. Around the golf course maintenance area, an 8-foot tall fence may be used to adequately screen the maintenance equipment, building, etc. This is the only area where this fence type will be higher than 6 feet.

There are two unique situations where other types of fencing are proposed. The first occurs along the sides of the driving range where a "net" type of fencing is necessary. This fencing is required for safety reasons. Generally, this type of "net" fencing is approximately 25 feet in height and will be installed along the

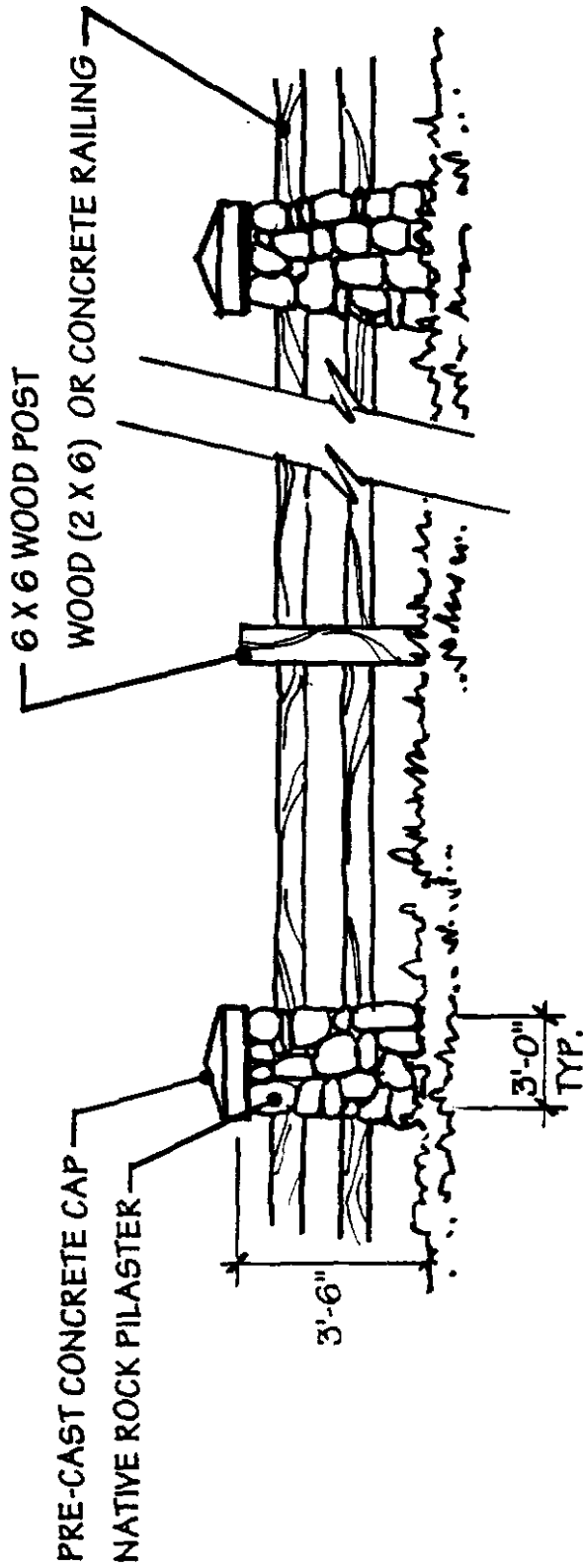


FIGURE 2-5  
SPLIT RAIL FENCE AND PILASTER

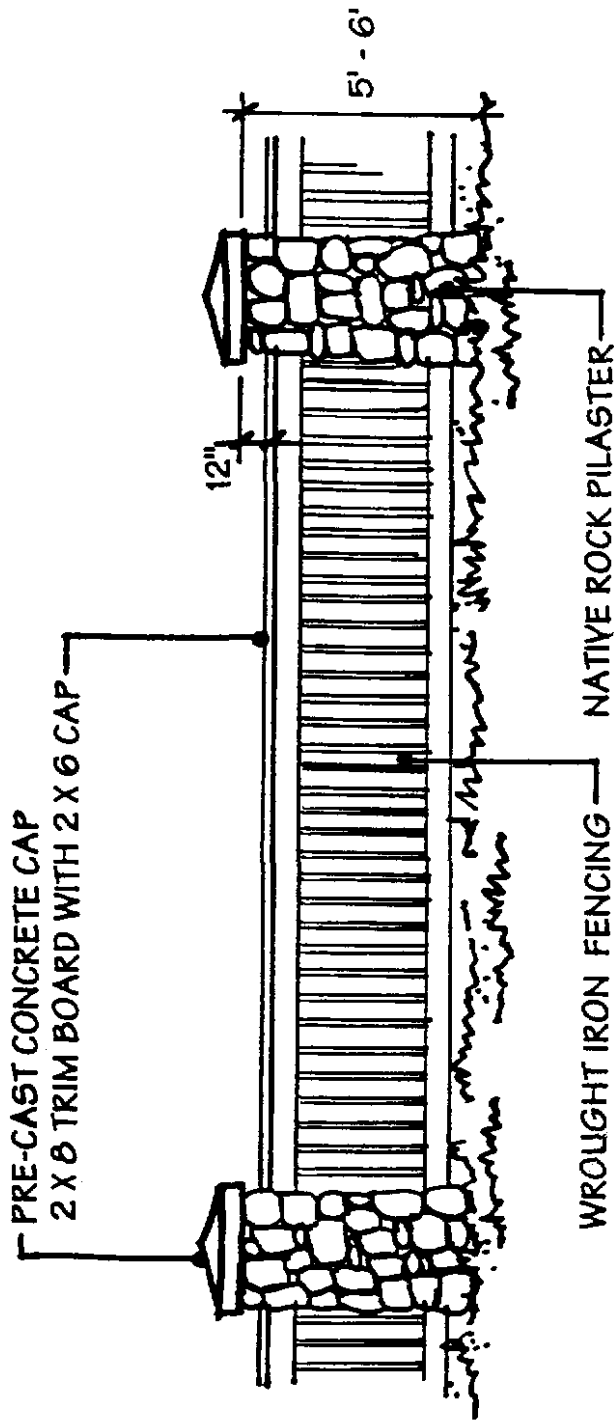


FIGURE 2-6  
SCREENING FENCE



sides of the driving range. The second situation occurs at the golf and tennis club. Around the tennis courts, a 12-foot chain link fence will be constructed, and around the pool safety fencing will be required.

These fencing heights - 8 feet around maintenance area, "net" fencing along the sides of the driving range, fencing around the tennis courts and possibly the pool area - exceed the height requirements stated in Article 406, Building Placement Standards, of the Washoe County Development Code. These standards have been modified through approval of the Final Development Agreement of which this Development Standards Handbook is a part. An administrative waiver will not be required to construct the fences described in this Handbook.

Walls will be reminiscent of the types seen historically throughout the eastern Sierra, using indigenous rock as a key material. Intersections and key places may be highlighted with attractive stone walls. Street signs or neighborhood identification signs may be integrated into walls. Walls will not exceed 6 feet in height.

**Lighting** - Lighting may be provided with landscape uplights on vegetation and pedestrian-scale bollards. Where necessary, along roadways and at intersections, lighting levels should be no more than absolutely required to perform the task for which it is intended (e.g., *ambiance, safety*).

Lighting levels are important to the overall lighting concept. Lighting is necessary in certain areas. For circulation safety, for functional purposes, and for aesthetics, lighting is often a necessary element. The level of lighting must also be appropriate. In general, lighting levels should be no more than absolutely required to perform the various tasks for which it is intended.

Street lights are required at major intersections (Tentative Map Condition #32). Light standards may be selected from the different types that Sierra Pacific Power Company has available; however, the developer does have the option of selecting different fixtures. Lights may be used as low-level accents for intersection signage and associated landscaping. Uplights to trees around intersections will be flush mounted. Signs should be lit from the ground, backlit, or a combination. Light spillage onto adjacent properties is discouraged.

Around the golf club and the swim and tennis club, lights in parking lots may be mounted on 25-30 foot tall poles for pedestrian and vehicle safety. Entry areas and walkways may be lit with landscape lights and bollards less than 48 inches in height. Tennis court lights will use cut-off style sports lights to limit light spill-over onto adjacent property. The multi-purpose sports fields adjacent to the swim and tennis club will not be lit since lighted fields are available at the nearby South Valleys Regional Sports Complex.

The entry at Thomas Creek and the bridge structure may be lit to a level that allows for safe driving and turning movements. The gate house will have overhead downlights for driver and license plate identification. Trees surrounding the entry will be uplit and some 'twinkle' style lights may be used.

Lighting within the neighborhood park will be minimal with a downlight below the shade shelter and an electrical receptacle provided. Field lighting is not desired because of the neighborhood function of the park and the close proximity to existing homes.

**Signs** - Community signs include signs around the project entry, along the main loop road, at neighborhood entries, around the golf club and the swim and tennis club, and street signs. Some of these signs are regulated by Chapter 105 - Off-Premise Sign Regulations and On-Premise Sign Regulations. However, the Final Development Agreement, of which this Development Standards Handbook is an exhibit, is the mechanism by which exceptions to Chapter 105 can be approved. In cases where a special use permit would have been required, no such permit shall be necessary. The staff of the Department of Development Review shall administratively review the proposed sign locations and sign design. If necessary, a sign permit shall be obtained.

In regard to off-premise signs, area identification signs are proposed to identify the project, the golf course, the golf club, and the swim and tennis club which includes the neighborhood commercial center. These signs may be constructed around the entry gate house and along the main project entry road (i.e., Whites Creek Lane from Thomas Creek Road to the golf and swim and tennis clubs). The

developer shall retain the right to place area identification signs on the fire station and the neighborhood park parcels in a location within 30 feet of the right-of-way. These signs will not exceed 8 feet in height. Illumination will be indirect only.

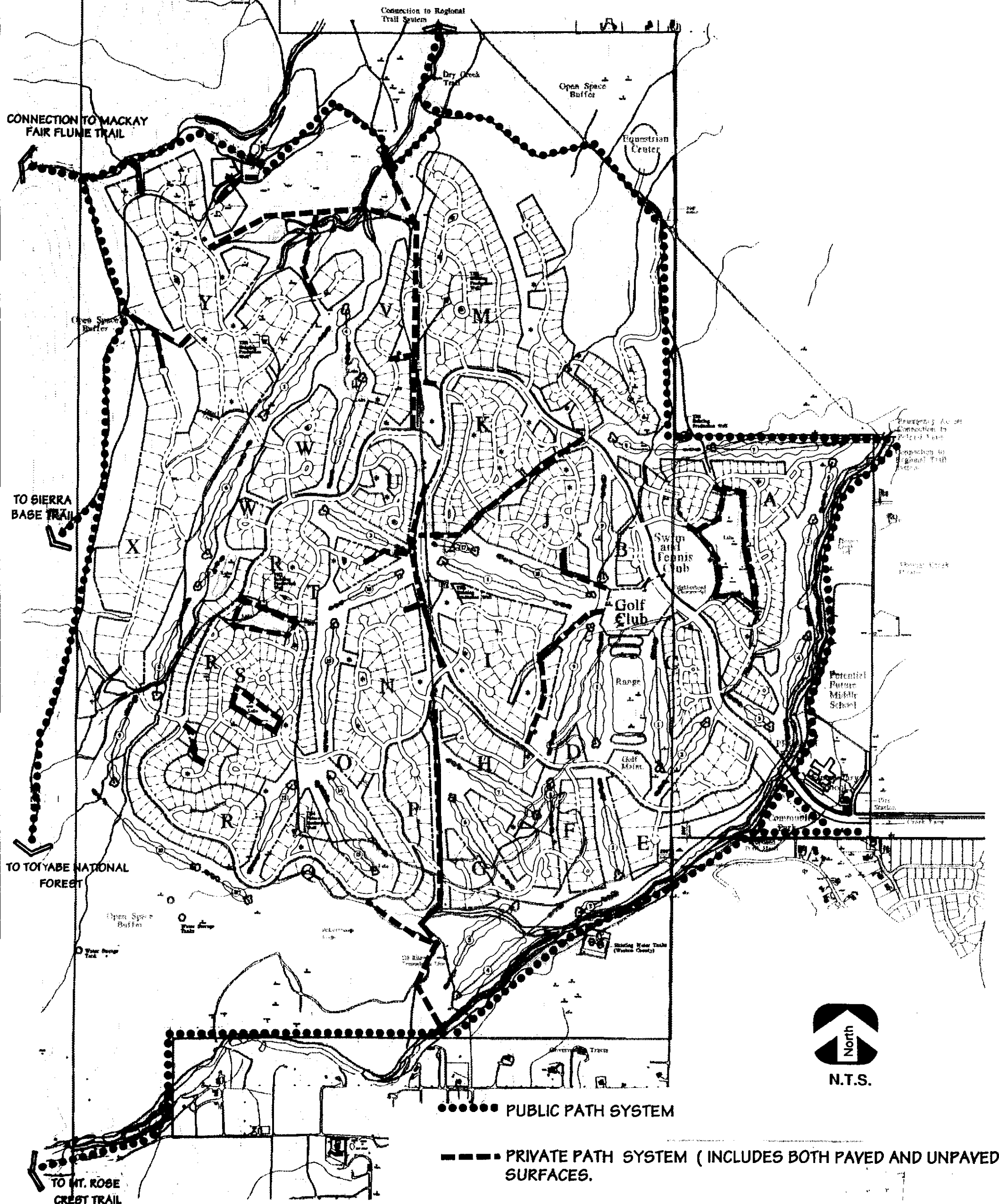
On-premise signs include signs that advertise the business or activity that is constructed on the premises where the sign is located. Such signs would be limited to the golf course, golf club, and the swim and tennis club, which includes the neighborhood commercial center. These signs may be 8 feet in height, and no special use permit will be required. The allowable sign area shall be 160 square feet. Illumination will be indirect only. Signs may be integrated into the design of a building without approval of a special use permit.

The intent is to keep all signs along roadways low, at the eye level of the motorist. Community and neighborhood signs will be integrated with entry monoliths. The sign will have native exterior facia. Sign lettering will be a metal attached to a smooth concrete backing or a cast concrete, mortared into place in the rock veneer.

Street signs for the roads and minor activity areas, such as sports fields, will be accomplished with metal or wood signs mounted on specially-designed posts, consistent with overall community design themes. Where possible, signs will be incorporated into low walls at entry points. Landscaping in front and to the sides of these signs will be kept low to avoid visual obstructions.

**Trails** - The proposed public trail system is consistent with the county's master plan for this park district. Figure 2-7 shows the trail system through the project. Regional public trails are proposed along Thomas Creek for access to the Mt. Rose Crest Trail and around the northern portion of the project for access to the MacKay Fair Flume Trail and the U.S.F.S. parcel in Section 11. Both trails provide access to the Sierra Base Trail, which eventually ties into the Hunter Lake Trail. Portions of the Sierra Base Trail are located on U.S.F.S. property and other portions, especially near Dry Creek, are located on project property. It may be necessary to relocate portions of the existing trail because of golf course and residential development near Dry Creek.

Proposed Regional & Community Park



..... PUBLIC PATH SYSTEM

----- PRIVATE PATH SYSTEM ( INCLUDES BOTH PAVED AND UNPAVED SURFACES.



N.T.S.

FIGURE 2-7  
PUBLIC AND PRIVATE TRAIL SYSTEM

Two trail types are proposed for the development -- private and public. Private trails connect residential neighborhoods to the various project amenities such as the golf/tennis clubs, schools, neighborhood park, and open space. The trails also lead to the exterior public trail system and regional destinations well beyond the project boundary. In compliance with the Conditions of Approval (i.e., Development Agreement Condition #13), a schematic pedestrian circulation plan of the private trail system is shown on Figure 2-7 and on Exhibit F, Sheet 1, Site Plan Layout.

Public trails connect existing residential neighborhoods to destinations such as Mt. Rose, Hunter Lake, and the MacKay Fair Flume Trail. These connections will ensure that public access to public lands to the west is not cut off. The trailhead at the neighborhood park allows for 25-car and 5-truck/trailer parking spaces. Some overnight parking will likely occur, especially for equestrian users whose destinations are sometimes many miles from the trailhead.

The private trails within the street rights-of-way are shown on the street sections in Figures 2-10 through 2-13. On the minor arterial, an 8-foot wide asphalt meandering path is proposed, with a transition to a 6-foot wide sidewalk beyond the entry gate. Both paths will follow the maximum proposed road gradient of 9 percent. The 8-foot width is intended to be multi-purpose -- bicycle, pedestrians, in-line skating, etc. A level dirt/gravel shoulder width of 2 feet will be provided for emergency pull-off. (Refer to Figure 2-8.)

Private trails outside of the street right-of-way consist of both primary and secondary types. Primary trails connect high use areas with residential neighborhoods. A 4- to 6-foot wide asphalt trail is proposed. Secondary trails connect residential areas together and also extend to the public regional trail system. A 4- to 6-foot wide packed gravel or decomposed granite trail is proposed.

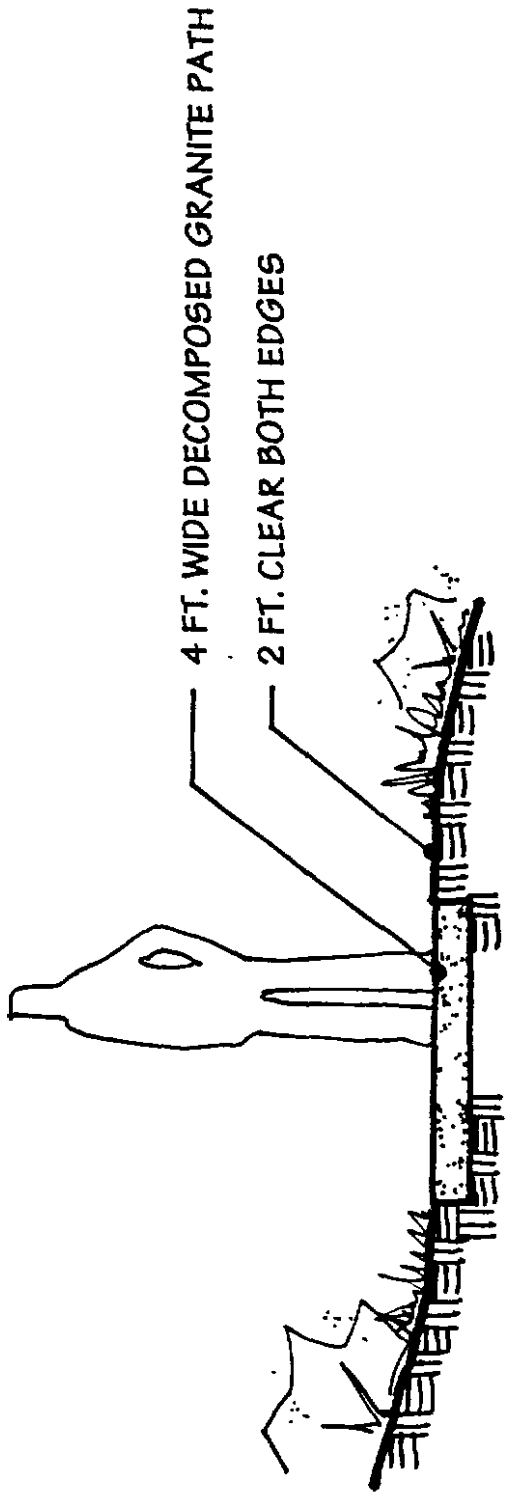
Public trails will be constructed and maintained by Washoe County. The developer is not responsible for public trails. Specifications for public trails may be varied by Washoe County. Based on current county standards, minimum trail width will be 36 inches clear wherever possible. Grade is proposed to be a maximum of 10 percent for safety and to minimize erosion potential. Some level changes will be

required in the Thomas Creek drainage and steeper slopes in the northwest corner of the site. Trail surfacing will probably be compacted dirt, with some small wooden creek/swale crossings as required. Pull-outs for horse-bicycle encounters will be provided along the way, especially where trail site distance is minimal. Vertical height clearance on the site is not a problem due to lack of trees everywhere but along portions of Thomas Creek.

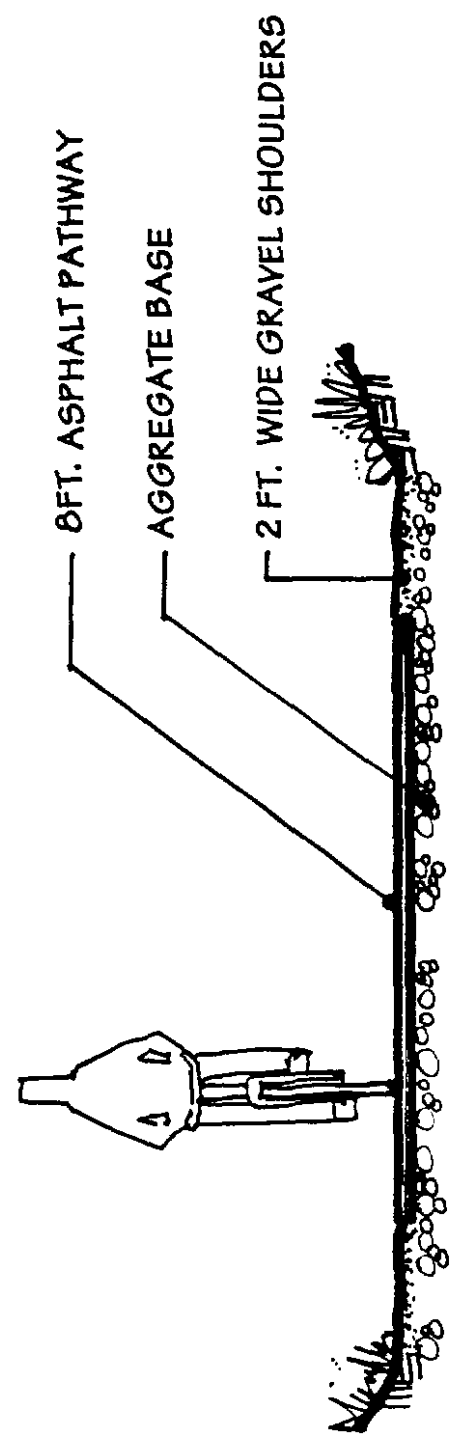
**Trail Signs** - Figure 2-9 shows proposed signs for the public trail system and for locations where public and private trails come together. Washoe County will probably install signs at trail heads and at other public access points. The signs are intended to help people determine if the trail is within their level of ability. A regional map may also be displayed, along with warnings for snakes and drinking untreated water. These signs will be maintained by Washoe County. At public/private trail crossings, a small sign denoting the private trail will be installed. Public/private trail signs shall be constructed and maintained by Southwest Pointe Partners or its successor.

### **Street and Median Guidelines**

The roadway sections proposed for Southwest Pointe are shown in Figures 2-10 through 2-13. The street sections vary from a divided minor arterial at the entrance to small lightly traveled rural streets. The developer is responsible for construction of the public minor arterial to the project entrance where it becomes a private road. Washoe County is responsible for maintenance of the public roadway. Past that point, all roads are private and the developer is responsible for construction and maintenance until that responsibility is transferred to the Homeowners' Association. The developer is also responsible for installation and maintenance of all median landscaping and all landscaping along the edge of the minor arterial and collector streets. Maintenance of the landscaping and irrigation systems will initially be the responsibility of Southwest Pointe Partners or its successor until that responsibility is transferred to the Homeowners' Association. The Lot Developer or individual homeowner will be responsible for the installation, irrigation, and maintenance of all street right-of-way landscaping in front of individual lots fronting along private common driveways, rural streets, and local streets.



WALKING / JOGGING PATH



MULTI-PURPOSE PATH

FIGURE 2-8  
TRAIL SECTIONS

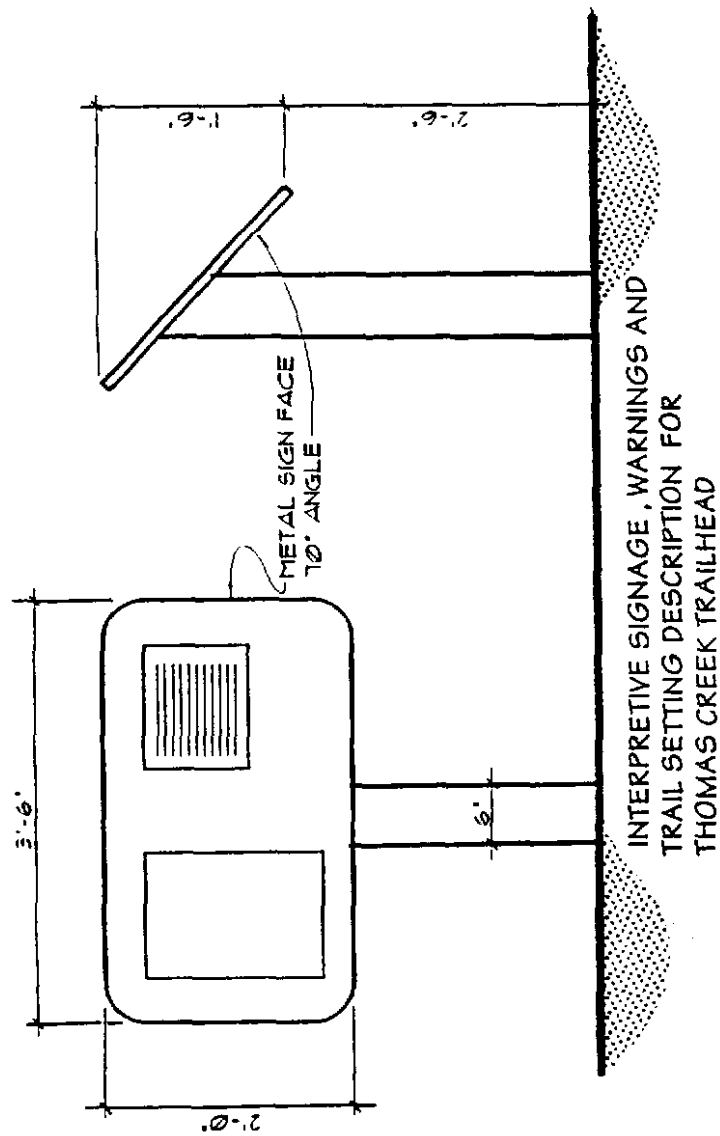
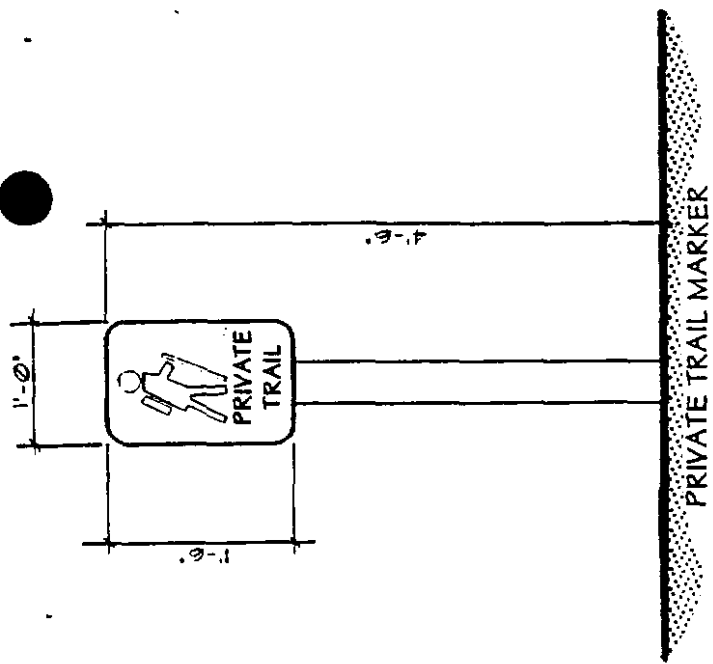
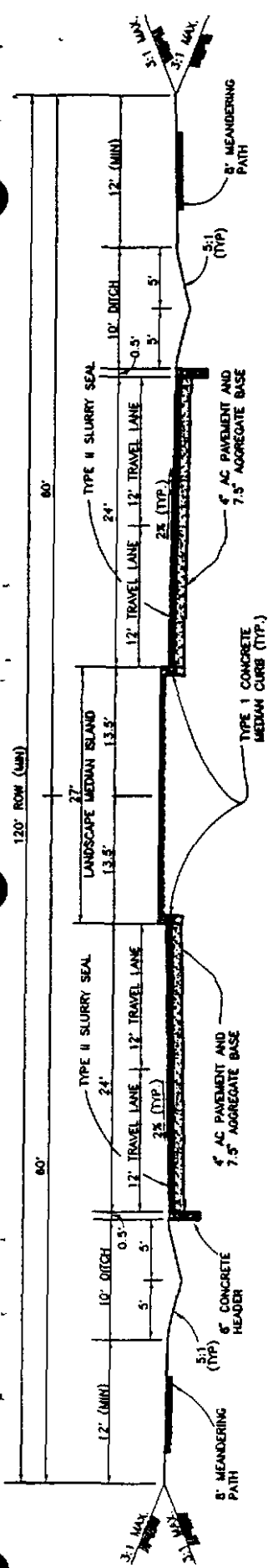
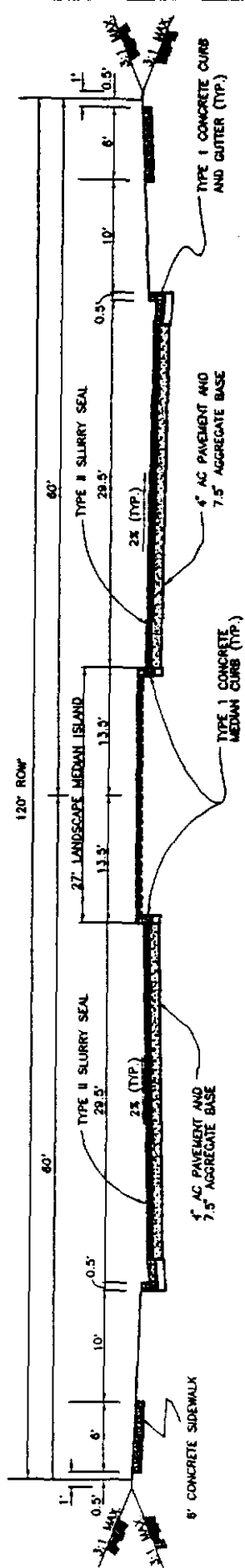


FIGURE 2-9  
TRAIL SIGNAGE

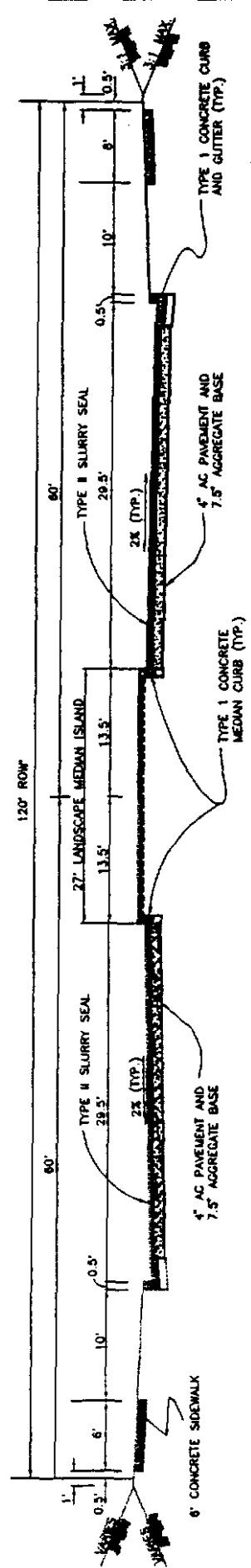




**SECTION E**  
 120' ROW (MINOR ARTERIAL, PRIVATE, ADT = 10,800 MAX.)

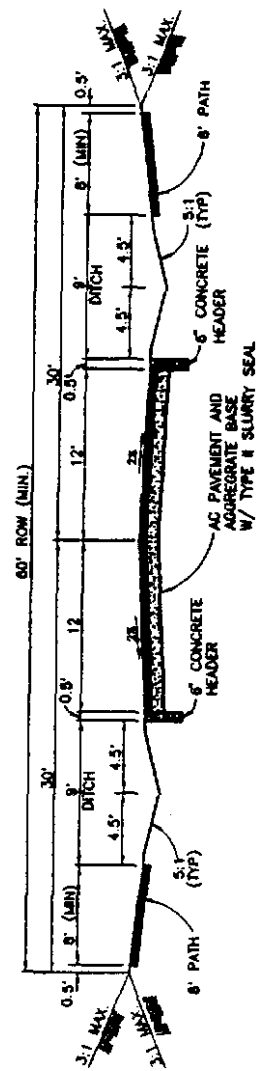
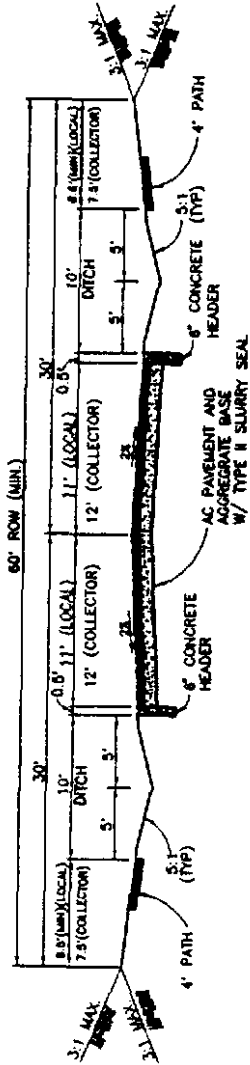
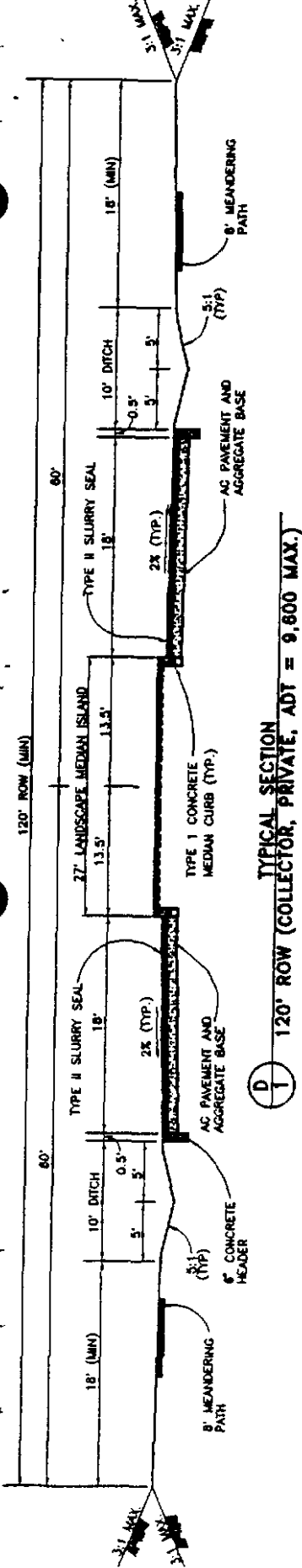


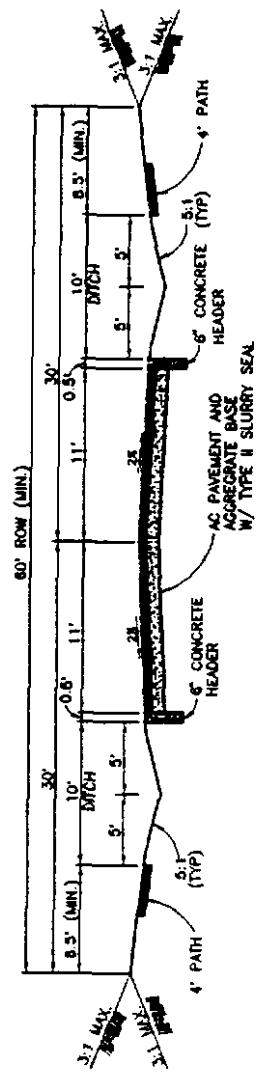
**SECTION F**  
 120' ROW (MINOR ARTERIAL, PUBLIC, ADT = 10,800 MAX.)  
 FULL STREET IMPROVEMENTS



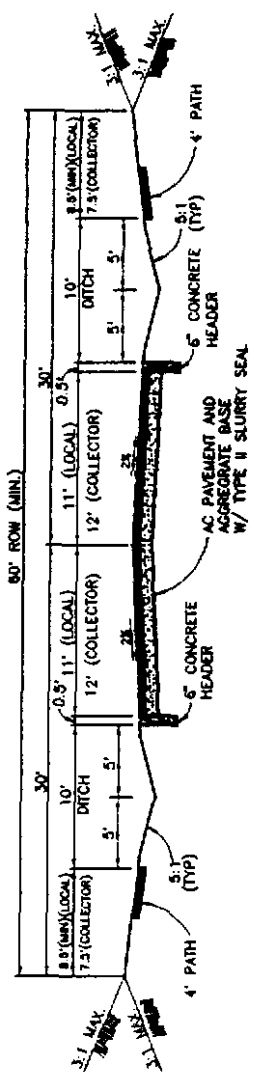
**SECTION G**  
 120' ROW (MINOR ARTERIAL, PUBLIC, ADT = 10,800 MAX.)  
 HALF STREET IMPROVEMENTS

**FIGURE 2-10**  
**MINOR ARTERIALS**





**TYPICAL SECTION**  
**60' ROW (LOCAL, PRIVATE, ADT = 200 MAX.)**



**TYPICAL SECTION**  
**60' ROW (LOCAL, PRIVATE, ADT = 200 TO 500)**  
**60' ROW (COLLECTOR, PRIVATE, ADT = 500 TO 2,000)**

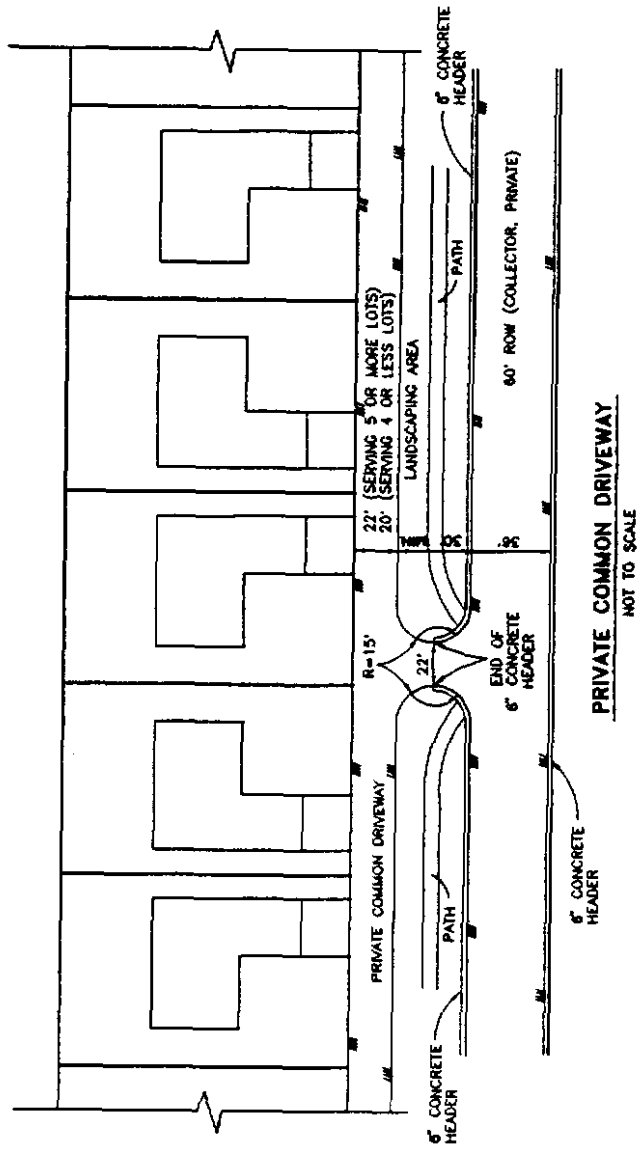


FIGURE 2-15  
 COMMON DRIVEWAYS

Roads will be constructed with a minimum 2 percent crown or cross section to maintain proper drainage. Maximum grade of landscaped areas within the street right-of-way will be 3 to 1. Vertical alignments of streets will be chosen to minimize cuts and fills. Pavement and base sections will be determined in accordance with the recommendations of the geotechnical engineer and Washoe County. All utilities will be placed underground.

**Minor Arterial (Public or Private)** - Whites Creek Lane from Thomas Creek Road to the entry gate house is a public road. From the entry gate house to the first intersection, Whites Creek Lane is classified as a private, minor arterial. The approved public and private street sections are shown in Figure 2-10. The private street will have an 120-foot minimum right-of-way with a minimum of 27-foot median, a 24-foot roadway section on either side of the median, and an 8-foot wide meandering asphalt path on both sides. A concrete header is proposed at the edge of pavement. No parking, except for emergencies, will be allowed. No residential driveway access is allowed.

Street trees will be planted between the meandering paths and street edge in an informal pattern of both deciduous and evergreen trees. Specimen-size trees will be used around the gate house. Near the project entry, a massing of evergreen trees on both sides of the street will focus views to the creek and slow down traffic as the street section transitions to a narrower pavement width. Median trees will be vertical and upright with no overhanging branches. Ground covers and shrubs will be kept low with an informal massing pattern to eventually cover most exposed ground. Flower and foliage color will be emphasized.

From Thomas Creek Road to the project site, landscaping and irrigation will be installed by Southwest Pointe Partners or its successor. Landscaping along this section of roadway may consist mostly of shrubs, ground covers, boulders, and only a few trees so that the residents of Saddlehorn do not have their views of Reno obscured.

**Collector Streets** - The street sections for collector streets are shown in Figure 2-11. From the first intersection to the golf and swim and tennis clubs, a 120-foot right-of-way is shown. The roadside ditch serves a dual purpose -- snow storage and drainage. Residential driveway access will not be allowed. Landscaping along this section of roadway will continue the treatment used along the minor arterial.

Past the golf and tennis clubs, the road narrows to a 60-foot right-of-way with a 24-foot pavement width. (This street section is used in all locations where the average daily traffic ranges from 500 to 8000 ADT.) Either an 8-foot or a 4-foot path or gravel shoulder are shown on both sides, depending on the anticipated average daily traffic. Paths may not be constructed if alternate locations for pedestrian paths are shown on the Pedestrian Circulation Plan. Where necessary, a 12-foot, left-turn lane will be constructed at intersections. A concrete header with a roadside ditch is proposed. No parking, except for emergencies, will be permitted.

The landscaping within the right-of-way will continue to be informal with a combination of deciduous and evergreen trees massed in irregular patterns to simulate a natural forest pattern. Beyond the entrances to the swim and tennis club and golf club, the landscape will transition to a more arid, "high desert" palette of shrubs and ground cover. Irrigation for plant material will be installed and maintained as a part of the common areas. In disturbed areas and along roadside ditches, erosion control grasses and wildflowers will be seeded to minimize erosion and provide seasonal color.

In neighborhoods with lots of 1/2 acre or less, the planting concept will consist of street trees planted in a regular pattern, to be selected from a list of approved tree species with heights under 25-30' at maturity in order to preserve views toward Reno. The intent is to provide summer shade and visual continuity within denser neighborhoods, but in such a way that the street tree pattern is not visibly intrusive because of the tree's height, form, or seasonal color.

**Local Streets** - Local streets provide access within the individual neighborhoods. (Refer to the street sections in Figure 2-12.) A 60-foot right-of-way is shown, with a minimum pavement width of 22 feet, and a 4-foot wide path or gravel shoulder on both sides. Paths may not be constructed if alternate locations are

shown on the Pedestrian Circulation Plan. A concrete header with a roadside ditch is proposed. No parking, except for emergencies, will be permitted. Landscaping and irrigation along local streets will be the responsibility of the Lot Developer or the individual homeowner. Landscaping must be reviewed and approved by the Architectural and Landscape Control Committee.

**Rural Streets** - Rural streets also provide access within individual neighborhoods. As shown in Figure 2-12, rural streets have a minimum 60-foot right-of-way, with a 22-foot pavement width. A concrete header with a roadside ditch is proposed for both snow storage and drainage. No parking, except for emergencies, will be permitted. Landscaping and irrigation along rural streets will be the responsibility of the Lot Developer or the individual homeowner. Landscaping must be reviewed and approved by the Architectural and Landscape Control Committee.

**Common Driveways** - Private, common driveways are used in a few locations where a small group of homes is proposed along collector streets. As shown in Figure 2-13, when a common driveway serves 4 or less lots, the pavement width is 20 feet. When 5 or more lots are served, the pavement widens to 22 feet. No on-street parking, except for emergencies, is permitted. Off-street parking bays in common area will be constructed by the developer. To maintain consistency, landscaping in the area between the collector street and the common driveway will be the responsibility of the developer.

### **Community Buildings**

**Golf Clubhouse** - The golf clubhouse is intended to function as a recreation and social center for Southwest Pointe. The clubhouse is located to maximize views of the two golf courses, Mt. Rose/Slide Mountain, the lights of the City of Reno plus the surrounding hills and valley below. The clubhouse sits on an elevated plateau creating a strong visual impression as a community building. (Refer to Figures 2-14 and 2-15.)

The clubhouse will be approximately 30,000 square feet in size. Because of the residential-style sloping roofs and other roof feature elements which add visual interest, the maximum building height is 48 feet from average grade. In the

Washoe County Development Code, Article 406, Building Placement Standards, and Article 214, Southwest Truckee Meadows, limit building height to 35 feet. These standards have been modified through approval of the Final Development Agreement of which this Development Standards Handbook is a part.

The Golf Clubhouse will provide functional support to the public golf operation, including pro shop, cart rentals and storage, men's and women's locker rooms, snack bar, outdoor barbecue and bar, and administrative offices. The building's basement will house the storage and service spaces, and the upper floor will house the different food and beverage spaces plus the pro shop. The restaurant will be able to accommodate community functions plus special events, such as weddings or parties. The lower floor is mostly below grade as a basement to reduce the overall building height so the building does not dominate the site.

The exterior of the building has a native stone facade at the lower level so that the building appears to grow up from the ground and be visually connected to the site. Other building features, such as columns and chimneys at the upper floor, may also have native stone veneer. Other clubhouse exterior materials include stucco-appearing walls with some wood trim for accent and metal roofing. The roofing color may be of a weathered copper patina, sage green or another natural landscape color to blend in with the natural environment. The stucco color is intended to be earthtone. Some exterior material color selections will be of other natural colors for subtle accents.

An interim clubhouse will be constructed to the south of the permanent clubhouse. (Refer to Figure 2-14.) Modular buildings will be used and will be made architecturally compatible with the guidelines established in this Handbook. The interim facility will be approximately 2,500 to 4,000 square feet and will include a pro shop, cart storage and rentals, snack bar, restrooms, men's and women's locker rooms, and some administrative offices. Completion of the interim building will coincide with the opening of the golf course. The interim building may be operated for a period of 5 years following the golf course opening. Extensions may be administratively granted for periods up to two years, for a maximum of two extensions. A building permit for the permanent clubhouse will not be requested until Southwest Pointe Partners or its successor is ready to construct the



permanent structure. In the Washoe County Development Code, Article 310, Temporary Uses and Structures, limits the types of temporary uses to which modular units can be put to support the construction of a permanent use. Through approval of this Final Development Agreement, of which this Development Standards Handbook is a part, temporary recreational and sales operations have been added to the uses listed under Section 110.310.35.

**Swim and Tennis Club** - The swim and tennis club is intended to provide an additional recreation activity center within Southwest Pointe and will house different indoor exercise spaces plus outdoor tennis and swimming. Dressing facilities, a snack bar, and administration activities will also be indoors. The swim and tennis club will be 10,000-15,000 square feet in size and no more than 30 feet in height. It will be oriented around a town square courtyard opposite the driveway entrance to the golf clubhouse. (Refer to Figure 2-16.) Both driveway entrances will be visually enhanced with landscape medians and decorative streetscape materials. The outdoor swimming area, as well as some of the tennis courts, will have lights for evening use. The exterior design of the swim and tennis club will be compatible with the golf clubhouse and other community buildings. (Refer to Figure 2-17.) The swim and tennis club may be built in phases depending on market conditions and demand for such facilities. Construction will probably start during Phase II of the project.

**Commercial Village** - A maximum 20,000 square foot neighborhood retail and support services complex may be constructed adjacent to the swim and tennis club around the town square. (Refer to Figure 2-15.) It is anticipated that retail uses may consist of a small market, video store, beauty salon, travel agency, and real estate office. The one-story commercial building exterior will be of materials, forms, and colors that match the swim and tennis club and are compatible with other community buildings.

**Fire Station** - A site shall be set aside by the developer on which the Nevada Division of Forestry may construct and operate a two-bay fire station for regional fire protection. The fire station will be located near the elementary school and, if feasible, will have building materials compatible to the other community buildings.

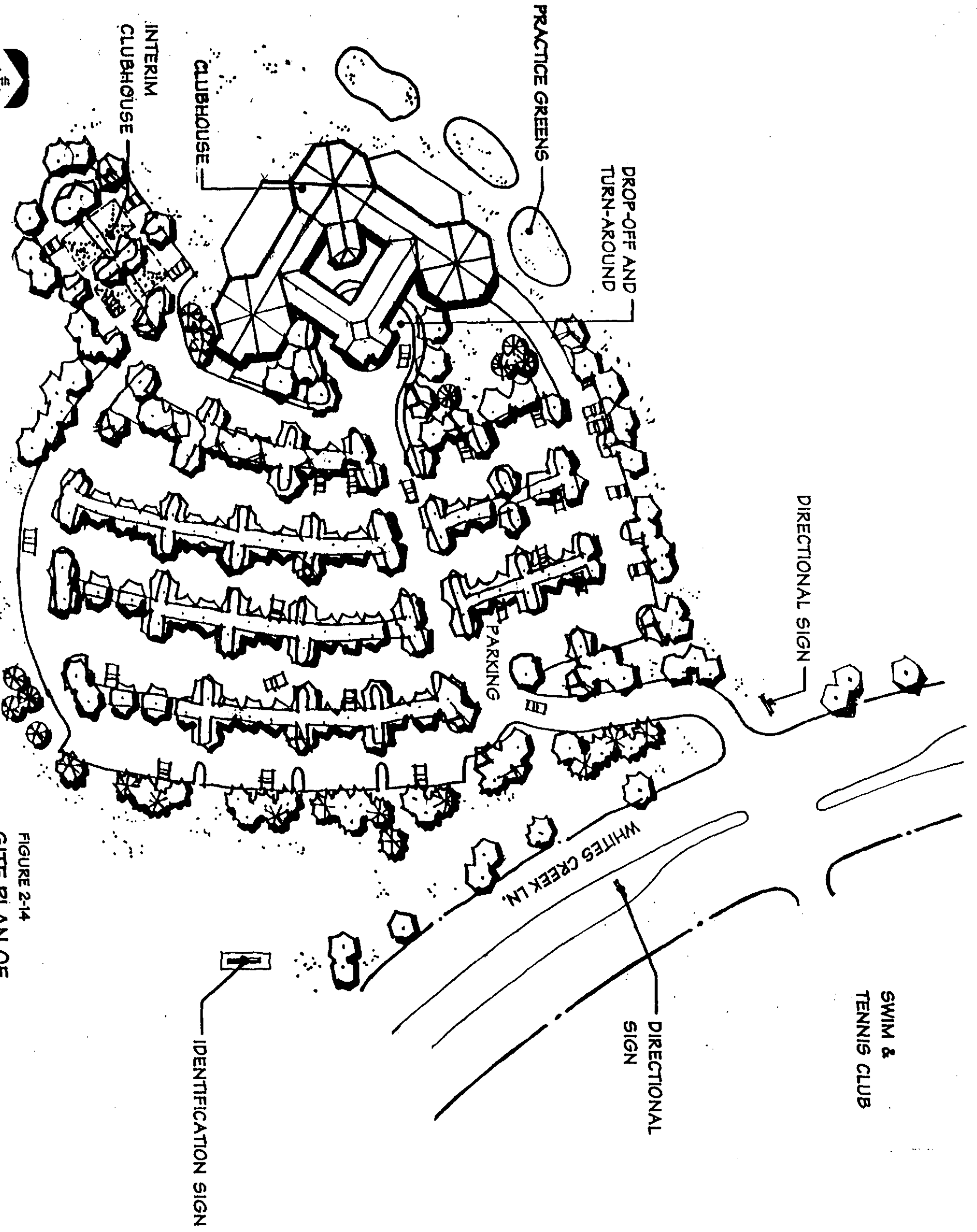


FIGURE 2-14  
SITE PLAN OF  
GOLF CLUBHOUSE

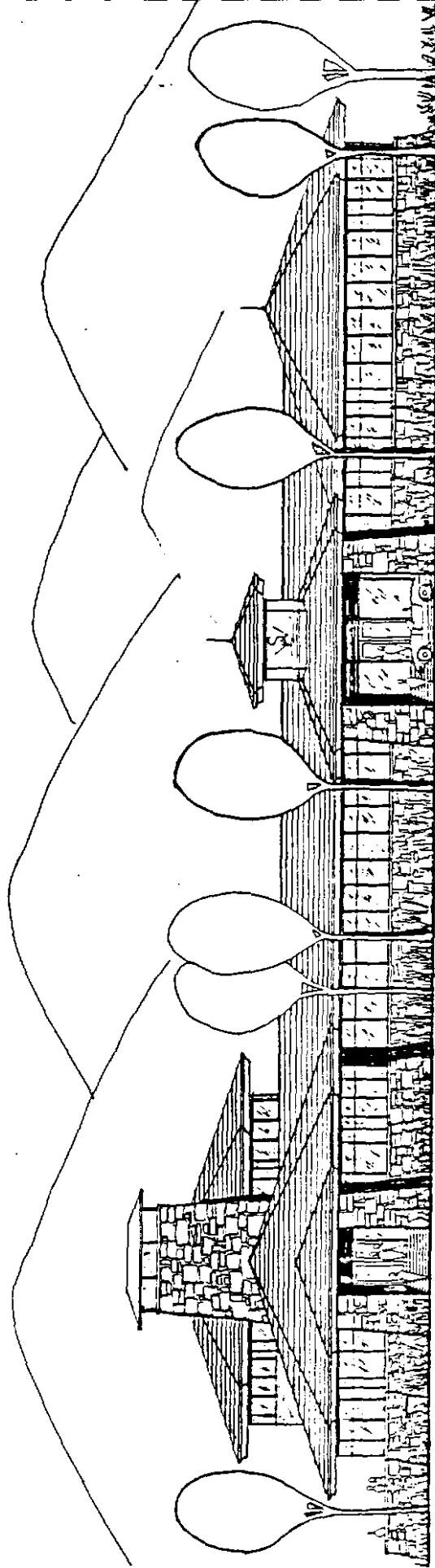


FIGURE 2-16  
GOLF CLUBHOUSE

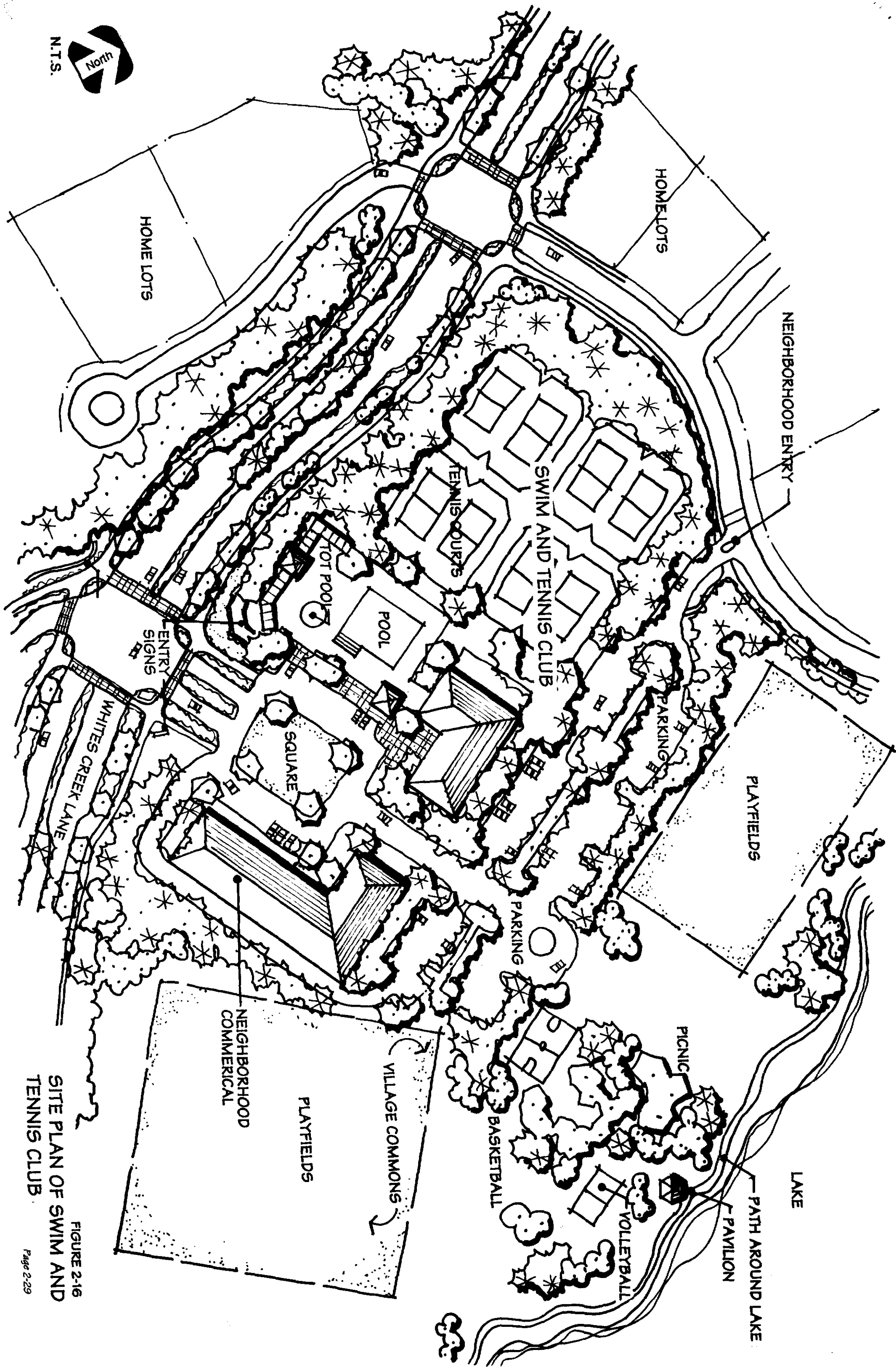


FIGURE 2-16  
 SITE PLAN OF SWIM AND  
 TENNIS CLUB

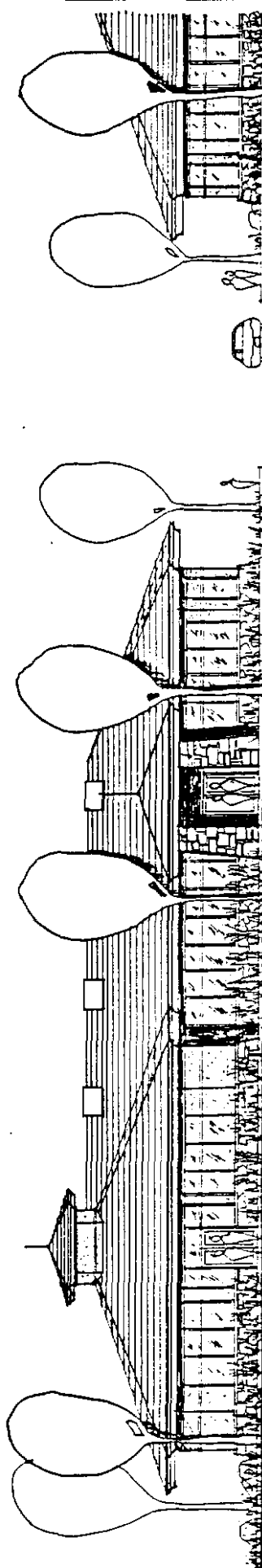


FIGURE 2-17  
SWIM AND TENNIS CLUB

### III. SITE DEVELOPMENT GUIDELINES

The purpose of the site development guidelines is to present methods for integrating homes into the natural setting through sensitive design. These guidelines are intended to apply to individual residences; whereas, the guidelines presented in the previous chapter apply to community buildings and other features.

#### Building Setbacks

Each residential lot will have building setbacks that define where and how structures can be built. The underlying objective is to encourage articulated building forms, one- and two-story massing, unobstructed views, privacy, and varied setback on the street, golf course, and between residences.

The minimum setback and yard dimensions are described below:

<u>Lot Size</u>	<u>Front Yard</u>	<u>Side Yard</u>	<u>Back Yard</u>
1 acre +	30'	12'	30'
1/2 acre +	25'	10'	20'
12,000 sq. ft.	20'	8'	20'

\* Reduced to 20' with side-entry garage.

Projections, such as chimneys, covered porches, decks, roof overhangs, canopies, eaves, or other similar architectural features may extend into a required side, front, or back yard setback not to exceed 2 feet. Some lots may have varying setbacks which relate to unusual property features or configuration and these will be specified by the Residential Lot Declarations. Detached garages are allowed on one acre and larger lots and must be located behind the required front yard setback.

Setbacks from potentially active fault traces have been recommended by the geotechnical engineers. The fault traces that were trenched and staked are judged to be fault traces having relatively high risk of ground rupture during an earthquake. Buildings for human occupancy should not be sited over these faults and a setback is recommended for each side of the fault. The setbacks for each surveyed fault are shown on the site plan and will be identified on tentative and final maps.

### Minimum Lot Width

All residential lots shall comply with the following minimum average width requirements: 1 acre and larger lot, 120 feet; 1/2 acre to under 1-acre lots, 100 feet; and 12,000 square foot lots, 80 feet.

### Grading, Drainage, and Erosion Control

All construction will require some resculpting of the earth's surface. However, the placement of the home, driveway, and other site elements should minimize disruption of the natural topography as much as possible. Where grading is required, the slopes should be gently rounded to blend into the natural contours of the land. Site grading design should also complement and reinforce the architectural and landscape character by screening undesirable views of parking and storage areas and by helping to reduce the perceived height and mass of the architecture. Wherever practicable, re-graded slopes should not exceed 3 to 1. Geotechnical considerations may allow a steeper slope.

The individual lot purchaser or builder will present drawings to the ALCC for review that are creative and sensitive as to the individual footprint, setting on the lot, and natural grade. To minimize grading, the house pad should step down the hillside rather than sitting on a flat plane. The builder/architect is encouraged to minimize the amount of grading on each lot. This same concept should be carried forth in the design of the hardscape and landscape areas adjacent to the building structure. Every effort should be made to achieve a final design which fits the shape of the lot and the land around it.

The control of water run-off and potential erosion should be a consideration both during construction and in the final design of the home site. Natural surface drainage patterns should be preserved whenever possible. Avoid concentrating surface drainage to reduce the erosion potential.

The preservation of existing vegetation cover minimizes the potential for erosion. Construction equipment should be limited to areas intended for specific site improvements in order to minimize damage to existing vegetative cover. A program of temporary erosion control should be put into effect immediately after site grading is complete. This program should include at least one of the following techniques for stabilizing soil and preventing wind and water erosion: hydro-mulching, wood chip mulch, netting, straw mulch, gravel mulch (suited to vehicle paths), or tacking agents. A program of permanent erosion control measures would, at a minimum, include slope stabilization structures (retaining walls, slope terraces), runoff control structures (diversion dikes, infiltration trenches), or runoff collection features (retention basins, catch basins). (Revegetation and erosion control are also discussed in Chapter V, Landscape Design Guidelines).

Streams and surface water features will be protected against sediment buildup through the use of best management practices in accordance with the current Lake Tahoe Basin Water Quality Management Plan, Best Management Practices.

Dust control methods will comply with the requirements of the Washoe County District Health Department, Air Quality Management. A detailed dust control plan must be prepared prior to issuance of a grading permit for the golf course or approval of a final map (Tentative Map Condition #49 and Special Use Permit Condition #18). The dust control plan will address phased grading and stabilization methods including revegetation, application of palliatives, street cleaning, and dust controls on any storage piles located on the site.



### Driveways and Parking

To create a streetscape that blends with the rural setting, driveway widths should be minimized. Maximum paved driveway width outside of the building envelope shown on the final map is 12 feet. Slopes on driveways should generally not exceed 14 percent except in special cases. Provide culverts for driveways that cross landscaped drainage swales. Circular drives are only allowed on 1-acre lots.

Large expanses of asphalt or gravel are discouraged, as are large areas of untextured and uncolored concrete. Unpaved parking areas are discouraged. The visual impacts of paved areas can be reduced by tucking them into the topography and landscape.

On-street parking is prohibited throughout Southwest Pointe. Each lot must provide off-street guest parking to accommodate two cars. Additionally, the Conditions of Approval (Tentative Map Condition #34) require that guest parking be provided within 500 feet of homes that have lots ranging in size between 12,000 square feet and 1/2 acre. One space shall be provided for every three homes. The parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map.

### Auxiliary Structures and Site Utilities

Auxiliary structures, such as gazebos, utility sheds, etc., must be designed in a manner that is integrated with the main structure and harmonizes with the natural setting. Auxiliary structures should be situated so as not to interfere with the views and enjoyment of adjacent properties. Plans for such structures must be submitted to the ALCC for review and approval.

All solar and mechanical equipment must be screened. All utility meters and appliances must also be screened. Trash and utility areas should be located to avoid direct views from streets or adjacent properties. These areas should be enclosed with fencing or screens that match residential architectural detailing and materials.

## Fences and Walls

Appropriate design and placement of fences and walls on residential lots is important in maintaining a high quality, rural atmosphere. It is essential that the materials, patterns and textures complement the surrounding architecture wherever possible.

Perimeter lot fencing is the same type of fencing as the community screening fence shown in Figure 2-6. The fence is 5 to 6 feet tall with or without stone pilasters. Fencing is either metal balusters or wood members. All exposed wood surfaces will be lightly stained or treated with preservatives for longevity. When a change in elevation occurs, the wall or fence should be stepped in equal intervals. Plant materials or berming will be used to soften a continuous wall or fence. All fencing must be submitted to the ALCC for review and approval. The proposed locations for lot perimeter fencing is shown on a separate exhibit within the Final Development Agreement -- Exhibit F, Sheet 1 entitled Site Plan Layout. It should be noted that these are proposed locations for lot perimeter fencing. It is up to the individual lot owner whether or not to construct such fencing.

Special consideration will be taken when installing walls so as not to obstruct views from adjacent homes. Any privacy walls and fences will be installed by the homeowner or builder and maintained by the homeowner.

When retaining walls are necessary, they should become an integral part of the design, not an afterthought. The use of several 2- or 3-foot high walls rather than a single taller wall is encouraged. Not only should the retaining walls be designed with careful consideration for strength and provisions for surface and underground drainage, but they should be configured to sensitively fit with the natural terrain and be constructed or faced with materials that blend with the setting.

Freestanding walls are appropriate when used as an extension of the residence, to define key outdoor spaces, and to protect from climatic extremes. Wall materials should be consistent with the architectural style of the house.

### Exterior Lighting

All exterior lighting must be approved by the Architectural and Landscape Control Committee. Homeowners are encouraged to utilize landscape lighting -- to subtly highlight unique architectural features, trees, and focal landscape areas. Lighting levels should also be provided which insure safe passage along walks to building entries. Lighting of patio and deck areas to provide for nighttime usage is also allowed.

Landscape lighting should be integrated into the overall design of the site. Downlights can be recessed into arbors and soffits. Ground-mounted landscape bollards may also be used. Pole lights and monoliths with lights higher than 48 inches are not allowed. Light sources should not be directly visible. Light trespass and glare onto adjacent properties is not allowed. Lighting should endeavor to highlight special features and use areas rather than a uniform glow across the property.

### Energy Conservation

All residential units shall include site design and building design or construction features and devices which are capable of conserving energy. Measures encouraged in the design of all residential structures are:

- Double glazing.
- Size and placement of windows and other major openings shall take into account prevailing breezes during the summer season and protection from stronger winds during the winter season.
- Appropriate design features to deflect sunlight or allow it to enter the residence, depending on seasonal needs.
- Strategically locate and select plant materials in areas adjacent to the residence to reduce temperature buildup and sun penetration during the summer season.

Building construction requires sufficient insulation and insulated glass to meet State of Nevada energy standards. Other building construction energy conservation features are encouraged, such as high efficiency mechanical equipment, high efficiency glass (non reflective), etc.

## IV. ARCHITECTURAL DESIGN GUIDELINES

### Residential Design Character

The guidelines seek to establish a community-wide theme for Southwest Pointe that transcends individual property boundaries. Consistent with the Community Design Character described in Chapter II, the Residential Design Character is intended to be respectful of and harmonize with the existing natural and newly created site environment. Building materials, forms, and colors shall be natural in character to blend into and complement the Southwest Pointe character.

The residential design intent is to encourage a variety of residential styles and to encourage creativity and diversity within the community. Creativity will allow for compatibility of golf course homes to the golf course, and compatibility of the hillside homes to the surrounding open space, as an example.

### Building Form, Mass, And Proportions

Residential structures shall employ forms, massing and proportional detailing that relates to the predominantly horizontal context of the upland range. Low forms are encouraged to not compete with the horizontal context. Two-story structures shall have at least 50 percent of the facade appear as a low, one-story structure, this suggests the middle of the structure be two-story with one-story portions around it. This creates a vertically stepped facade from ground up to one-story, up to two-story, and back down. The stepped facade emphasizes the horizontal and appears more organic than tall, two story high wall planes.

Simple, yet bold, roof dominated forms will also emphasize the horizontal features and minimize the appearance of the vertical ways. Hipped roofs are encouraged with a few accent gables as opposed to all gables or shed type roofs.

Wall planes shall also be stepped horizontally (or articulated) with offsets to break up long walls and to create shadows and shading to subdue long wall planes. Covered porches and trellises are also encouraged to create shadows and shading, including heat gain and glare reduction by shading windows and walls. Patios with porches and trellises extend the indoor living space from indoors to the outdoors.

Stepped building forms and the elements of the forms shall be carefully composed in an integrated manner with consideration given to overall, three dimensional proportions as well as the proportions of the individual architectural elements.

### **Architectural Elements**

**Roofing** - Roof surfaces shall have a strong texture, like the natural landscaping with one color to blend with the natural backdrop.

Roofing materials shall be fire resistant. Approved roofing materials consist of slate, concrete shakes, fiber cement shakes/shingles, 40-year fiberglass composition shingles, and metal roofing with ribs or shingles and without exposed fasteners. Wood shake or shingle roofs are not permitted.

Roof elements, such as skylights, exposed vents/flues and metal, shall be colored to match or blend in with the roofing. No exposed rooftop solar panels are permitted.

**Walls** - Wall surfaces shall be selected for durability, weather and fire resistance, minimum maintenance plus compatibility with the regional character, and building style. Besides articulation, wall texture creates more attractive wall surfaces. The use of wall trim can add accent to wall surfaces, if used correctly. Contrasting wall and trim colors are not encouraged. Approved wall surfaces consist of stone veneer, brick, stucco, and wood siding.

**Windows and Doors** - The arrangement, location, size, shape, and relationship of window and door openings shall be composed in an orderly and proportional manner on all exterior facades. Continuity of window and door style shall be considered on all facades as well as within individual facades.

**Chimneys** - Chimneys are an important design element and shall be located and sized to be proportional to the overall building composition. All above roof fireplace flues shall have a chimney enclosure of no less than 2 feet by 5 feet. Stone and brick chimneys are encouraged.

**Exterior Materials And Colors** - The composition of different exterior materials and colors shall be carefully selected and designed to insure compatibility to the building style and regional character. The use of many different materials and colors should be discouraged so that the building form is emphasized. General continuity of exterior materials at different exterior facades is required, although subtle variation from building to building is encouraged. The glass color shall be selected for shading, ultraviolet control and compatibility with other materials. No reflective glass is permitted. Intense and glossy colors are not permitted.

### **Garages And Accessory Structures**

Detached garages and guest houses are permitted only on lots 1 acre or larger in size. As a general rule, other accessory structures are not permitted. These structures may be separated from the residence; however, a connection is required. The connection shall be a trellis arbor or another overhead element.

Small accessory structures, such as a remote spa trellis or other landscape type elements, may be detached if approved by the ALCC.

## Miscellaneous

Antennas - All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired to accommodate cable reception. Satellite "dish" antennas are allowed only if adequately screened and not visible from surrounding areas.

Awnings and Patio Covers - Awnings and patio covers, if used, must be of solid color canvas within the approved color palette. Fiberglass or sheetmetal awnings are not permitted.

Gutters and Downspouts - All gutters and downspouts must be a color to blend into the building back drop, and downspouts shall be located to be least visible.

Utility Service and Meters - All utility service shall be underground with no exposure. All utility meters required to be exposed shall be either located to be not visible or enclosed in a cover box compatible with the building siding and as approved by the utility company. Meters shall be recessed in walls with no exposed conduit.

Mechanical Equipment - No exposed mechanical equipment is permitted. All exterior mechanical equipment, including solar panels, condensing units, etc. must be screened from view.

Signs - Exterior signs other than house numbers are prohibited. During construction or sale, one (1) approved construction/sales sign may be placed in front of each homesite. Real estate sales/listing information must be placed on a panel of the sign just as contractor's or architect's information would be. Additional freestanding signs, "snipes," banners, flags, etc. are prohibited. Political signs, within reason, are excepted from this prohibition.

## Energy Conservation

Southwest Pointe will have all locally available public utilities for energy as well as being very conducive to passive solar access for natural heating to conserve energy. Passive solar access requires consideration of building orientation and



window locations. Window locations should also be chosen to capture breezes for natural ventilation and cross ventilation within the structure for energy conservation.

Solar shading should also be considered for prevention of excessive heat gain, particularly in the summer and from the westly afternoon sun. Exterior shading devices include roof overhangs, trellises and patio covers. Plant material selection may help control solar access, such as deciduous trees for winter access and summer shading.

Building construction requires sufficient insulation and insulated glass to meet State of Nevada energy standards. Other building construction energy conservation features are encouraged, such as high efficiency mechanical equipment, high efficiency glass (not reflective), etc. Single-family homes are required to comply with the regulations pertaining to solid fuel burning devices which have been approved by the District Health Department. Those regulations require that all solid fuel burning devices not emit more that 1 gram per hour. The only devices currently on the market that achieve this low level of emissions are pellet stoves or natural gas fireplaces.

## V. LANDSCAPE DESIGN GUIDELINES

### Landscape Design Character

Landscaping will play a significant role in establishing the character of Southwest Pointe. These landscape guidelines are intended to enhance the character and quality of the community established by the architectural guidelines. The open space system responds to site conditions and creates a visual framework for the entire project. Neighborhood entries and roadway landscaping will reinforce the overall landscape themes which permeate the site and establish a "sense of place" within Southwest Pointe. Also contributing to the overall community identity are other consistent landscape elements such as walls, fences, lighting, signage, and paving.

The golf courses have been carefully situated along the creeks, adjacent to major roads, and routed to take advantage of the panoramic views from the property. The courses have been planned to incorporate manicured lawns for the tees, fairways, and greens with transition landscaping to enhance the beauty of the adjacent native vegetation through contrasts in color and texture. Through careful planning, the golf courses and the entire Southwest Pointe community have been gently blended into the natural environment.

### Landscaping - Common Areas

Landscaping in common areas will be the responsibility of the developer. The intent of landscaping within the project site is both aesthetic and functional. The development will fit the local terrain and environment without looking out of character for northern Nevada (e.g., short grasses, muted grays and sage green colors of shrubs, with evergreens in clustered areas). At the same time, it is important that the landscape create a sense of arrival at the entry and a strong visual unity throughout the project. This will be accomplished through landscaping and consistent signage, walls, fencing, etc.

**Common Area Landscape Guidelines** - The following guidelines apply to common area landscaping:

- The landscape palette is informal and natural, combining the best characteristics of the high desert natural landscape. Native shrubs and ground cover will be massed in groups of a single species, used in combinations that provide contrasting colors, textures and forms in a broad-brushed approach to landscape design. Trees will be massed in naturalistic groupings of a single species, an interplay of evergreens, and contrasting deciduous trees.
- Drought-tolerant, low-maintenance plantings will be used.
- Screening of parking areas, utility enclosures, service yards, and hillsides will be done with evergreen trees and shrubs.
- A variety of plant sizes will be used, with specimen trees at central focal points such as the project entry and street intersections.
- Irrigation systems must be automatic, with a controller and valves. Drip systems will be utilized instead of above-ground spray heads in planter areas. The use of a central control irrigation system on the golf course will facilitate the use of satellite controllers in common areas. This will allow all controller programming from a central source at the clubhouse.
- Shrubs and trees that deer do not prefer will be planted, although deer and especially rabbits will eat almost any plant if hungry enough and during the time when plants are putting on new tender growth.
- Plantings will contain a combination of fast, medium, and slow growth rate types. Eventually the slow growth plants will dominate the landscape, being more disease free and less prone to wind breakage.
- The use of lawn will be restricted to key focal points such as entry locations.
- Future landscape plans in common areas must be consistent with county requirements and approved by the Architectural and Landscape Control Committee. The plant materials list in this Handbook will be followed for planting selection.
- Exposing native rock outcroppings and boulder groupings during grading operations will enhance the overall landscape theme. Ideally, boulders should have at least one third of their total size buried in the ground. This gives rock

a more permanent and natural look rather than just setting them on top of the ground. Boulder size will be a minimum 3 foot diameter, with groupings rather than scattered rock.

### Landscaping - Private Yards

All visible areas of yards not hardscaped must be landscaped in an acceptable form -- either natural, with ornamental plantings, or with both. Landscaping plans for individual residences will be reviewed and approved by the Architectural and Landscape Control Committee. Homeowners purchasing builder products will have up to 6 months to install private landscaping after close of escrow without a penalty. Homeowners purchasing custom lots will have up to 6 months after receiving occupancy permits on their residences to install private landscaping without a penalty. The following guidelines have been created to provide homeowners, architects, designers, and landscapers a reference point from which to develop individual landscape plans. These guidelines may be amended from time to time by the ALCC based on comments and suggestions from designers and homeowners.

Private Yard Guidelines - The following guidelines apply to landscaping in private yards:

- All plant materials selected should be suitable for the climate, soil conditions, and theme of the community. (Refer to Appendix A for a list of recommended plants.)
- Landscape planting palettes should be simple and kept to a limited number of plant materials.
- Plantings should be done in masses or groupings of a single species to avoid complexity.
- Landscape plantings should provide for effective screening of cars, utility enclosures, or any visually undesirable element or structure.
- Planting selections should strive to maximize color during all four seasons.

- All landscaped areas must have an automatic irrigation system, preferable designed by a Landscape Architect or irrigation consultant to ensure efficient water usage.
- Group plants with similar water requirements.

**Front Yard Landscaping** - The following guidelines apply to front yard landscaping:

- "Gravel gardens" are prohibited.
- All visible areas of yard not hardscaped or in decking must be landscaped in an acceptable form.
- Front yards shall be planted with a combination of trees, shrubs, and ground cover or lawn. All lawns shall be sod and cover no more than 20 percent of the total landscape area.
- Except where previously installed by the developer, at least three trees shall be planted in the street right-of-way adjacent to the front of each 1-acre and 1/2-acre residential lot and at least two trees shall be planted in the street right-of-way adjacent to the front of each 12,000 square foot residential lot.
- At least five additional trees shall be planted per front yard on 1-acre lots, three trees per front yard on 1/2-acre lots, and two trees per front yard on 12,000 square foot lots. Groupings of vertical trees are encouraged.

**Side and Rear Yard Landscaping** - The following guidelines apply to side and rear yard landscaping:

- Side yard planting is encouraged to create a sense of privacy between adjacent homes.
- Rear yard planting can provide shade and privacy, define outdoor spaces, and frame views. Care must be taken, however, in planting trees and tall shrubs so as not to obstruct views from adjacent lots to the golf course and mountains. Final placement of all rear yard trees is subject to approval by the Architectural and Landscape Control Committee.

## Maintenance

Common Areas - Landscape, fencing, walls, irrigation systems, etc. installed by the developer will be maintained in a healthy and operational condition and will eventually be transferred to the Homeowners' Association, which will then assume maintenance responsibility. Landscape maintenance will primarily consist of weeding, spraying pre- and post-emergents, insect control, pruning, plant replacement and irrigation system winterizing/repair. Drip irrigation lines will require flushing to remove debris so that emitters do not clog.

Open space and private trail maintenance will include trash pick-up, erosion control, re-surfacing trails, and upkeep of signage. (Washoe County will be responsible for any maintenance activities required on open space that is under their control.) Paved walks will require re-seeding and eventually resurfacing the asphalt. Fencing will need board replacement and re-staining/re-sealing wood members.

Private Yards - The intent of maintenance standards for private yards is to keep the entire project up to high standards. Homeowners will be responsible for maintenance of their own lots. If the required front yard trees should die, they will need immediate replacement with trees of the same size and species. Property owners will also be responsible for maintaining landscaping along the right-of-ways of local and rural streets with direct lot frontage.

## Revegetation and Erosion Control

Revegetation is the process that involves seeds and small plants, fertilization, and soil stabilization once vegetation becomes established. It is one part of the overall erosion control process. Most often the best erosion control is a combination of structural or mechanical land revegetation. Once the ground is disturbed during construction, it is important to revegetate areas to be kept as open space as quickly as possible to minimize wind and water erosion on the soil. Typically, fast-growing annuals and perennials are installed for both short- and long-term stabilization.

**Timing** - The developer will follow the typical Washoe-Storey Conservation District and District Health Department guidelines for disturbed areas. A dust palliative will be applied to areas left undeveloped more than 30 days and a seed mix applied for areas left undeveloped more than 90 days. The preferred season for revegetation without irrigation is early spring after the ground softens. Late fall after the first snow is also acceptable. The developer may elect to seed between the preferred seasons with some supplemental irrigation from a water truck or temporary irrigation.

**Clearing Limits** - Areas to be cleared for development or cut/filled will be surveyed and staked so that equipment can be confined to those disturbed portions only. The objective is to save as much native vegetation within the development as possible for the open space between residential units. Clearing will be done on a phasing schedule as the development proceeds. The exception is the golf course, which will be graded and built in 9- or 18-hole increments.

**Seeding Methods** - Seeding will take place on open areas and slopes 3 to 1 and flatter. Slopes not accessible by drilling machines will either be hydroseeded or seeded with a mechanical broadcaster and raked by hand. Drilling is the preferred method since germination is generally the highest. Hydroseeding will be accomplished in a two step process. Seeding will take place on roughened soil with 30 percent mulch and then blowing the remaining 70 percent of the mulch on top of the seed. This ensures better seed/soil contact.

**Seeding Mixes** - One of the goals is to blend the development into the existing on-site environment. To accomplish this, a seed mix that matches the existing plant material is desired. Since the majority of the open space will not have permanent irrigation, the plants need to survive on rain or snow fall. A combination of woody plants (shrubs) and grasses are proposed for the mix. Also proposed are grindings from existing plants that are cleared. Since the seeds are already acclimated to the site, germination is usually very high. Plants to avoid seeding are those with a high fuel production that create a hazard for wildfires.

A general recommended seed mix is proposed in Table 5-1. More specific seed mixes will be developed during construction based on exposure, seeding timing, soil type, and degree of slope. Since the site is so large, seeding rates will need to be adjusted based on the above factors.

Three to four different grass and shrub types are recommended for a thicker and quicker cover. The wheat grasses are all fire resistant for use near residential units.

Table 5-1  
**General Seed Mix**  
 (In non-irrigated areas)

<u>Common Name</u>	<u>lbs/acre of pure live seed</u>
Indian Ricegrass	2
Fourwing Saltbush	4
Big Sagebrush	2
Great Basin Wildrye	2
Siberian Wheatgrass	4
Canbys Bluegrass	1
Annual Ryegrass	5
Palmer penstemon	1/4
Blue Flax	1/4
Shadescale	4
Total:	24.5 lbs/acre

In areas where drip irrigation is available, such as along roadways and around the golf course, trees and shrubs will be added to the above seed mix from Table A-1 (list of recommended plants). A variety of container sizes will be used, from tube packs to #5 cans, to provide a more natural appearance. Most woody plants are transplanted because of rodent predation to seeds. Larger shrubs and trees will also help stabilized slopes with their larger root mass. New plants will be mulched in the basins to conserve water and reduce weed competition around the root zone.



**Fertilization** - Fertilization will be added to the soils before seeding or during shrub/tree transplanting. Typical recommendations for low fertility sites call for 40 to 80 pounds of nitrogen, 50 to 75 pounds of phosphorous, and 50 pounds of potash per acre incorporated into the seed bed. For shrubs and trees, slow release plant tablets will be added to the planting pit during transplanting.

**Mulching** - Mulching provides a protective layer to help establish plants quicker. It also cools the soil, prevents soil crusting, keeps weed growth down and conserves water around the plant itself. For seeding, a hydromulch made of a wood product will be added to slopes where applicable. On steeper, longer slopes and drainageways, a wood excelsor blanket will be used with either a paper or plastic net backing. Blankets are unrolled and staked into place using wood pegs.

Flatter areas and slopes will be mulched with straw after seeding and either tackified or punched to keep straw in place. Typical rates are 3000 lbs/acre of clean straw, evenly distributed.

Mulching for shrubs and trees will be a ground bark or wood product. A minimum depth of 3 inches will be added to the watering basin and checked after major storms.

As previously mentioned, a dust palliative will be used to minimize wind erosion on areas left undeveloped more than 30 days. This is a only a temporary solution and these areas will need to be re-seeded, since palliatives are tackifiers that reduce soil porosity by forming a soil crust. Foot and vehicle traffic quickly degrade a soil surface, requiring re-application.

All revegetated sites will be inspected by maintenance personnel to repair any gully damage caused by storms, especially during the summer months. Areas of inadequate plant establishment will be re-seeded or re-planted as required. In some areas, temporary chicken wire fencing will be required to prevent rabbit and deer browsing on plants until they are bigger, stronger, and better able to survive on their own.

## Fire Fuel Breaks and Green Belts

The project site is located in a high fire hazard area as identified by the Nevada Division of Forestry. This is due to the occurrence of lightning and strong westerly winds. Fire suppression over a long period of time has resulted in on-site fuel accumulation that will become a problem during a wildfire.

Mitigation is needed to reduce the fire hazards on the site. Proposed mitigation includes careful structure siting, fire hydrants, fuel breaks around structures, the use of fire resistant/retardant plants, ease of access for fire fighting equipment, and the use of appropriate building materials.

The developer will work with the Division of Forestry to locate firebreaks in appropriate locations. Effective fire protection can be achieved with a wide strip (at least 100 feet) of bare ground around structures created by removing the native shrubs and grasses. However, the bare ground is subject to water and wind erosion, besides being aesthetically unacceptable. A better solution is the use of "green belts". A green belt can be defined as a landscaped and irrigated zone between a structure and the brush-covered wildlands that is designed to halt or slow the spread of fire and to control soil erosion and water runoff. (Refer to Figure 5-1.) Requirements in developing such a green belt are as follows:

1. Removal of highly flammable native brush and grasses, especially cheat grass, from around structures for a distance of 30-50 feet. Remove any dead wood in and around shrubs. This zone will consist of grasses, introduced shrubs, and individual trees pruned up off the ground. All plants will have a high-moisture content because of drip or spray irrigation. The sprinkler system will be permanent and on a controller. Included in this zone is a 10 to 20 foot wide area on both sides of the front driveway. Appropriate planting for this zone are native, naturalized and exotic species that gradually blend to the more native zone beyond. Lawns will be kept to a minimum size for water conservation and sprinklered with an overhead automatic spray system.

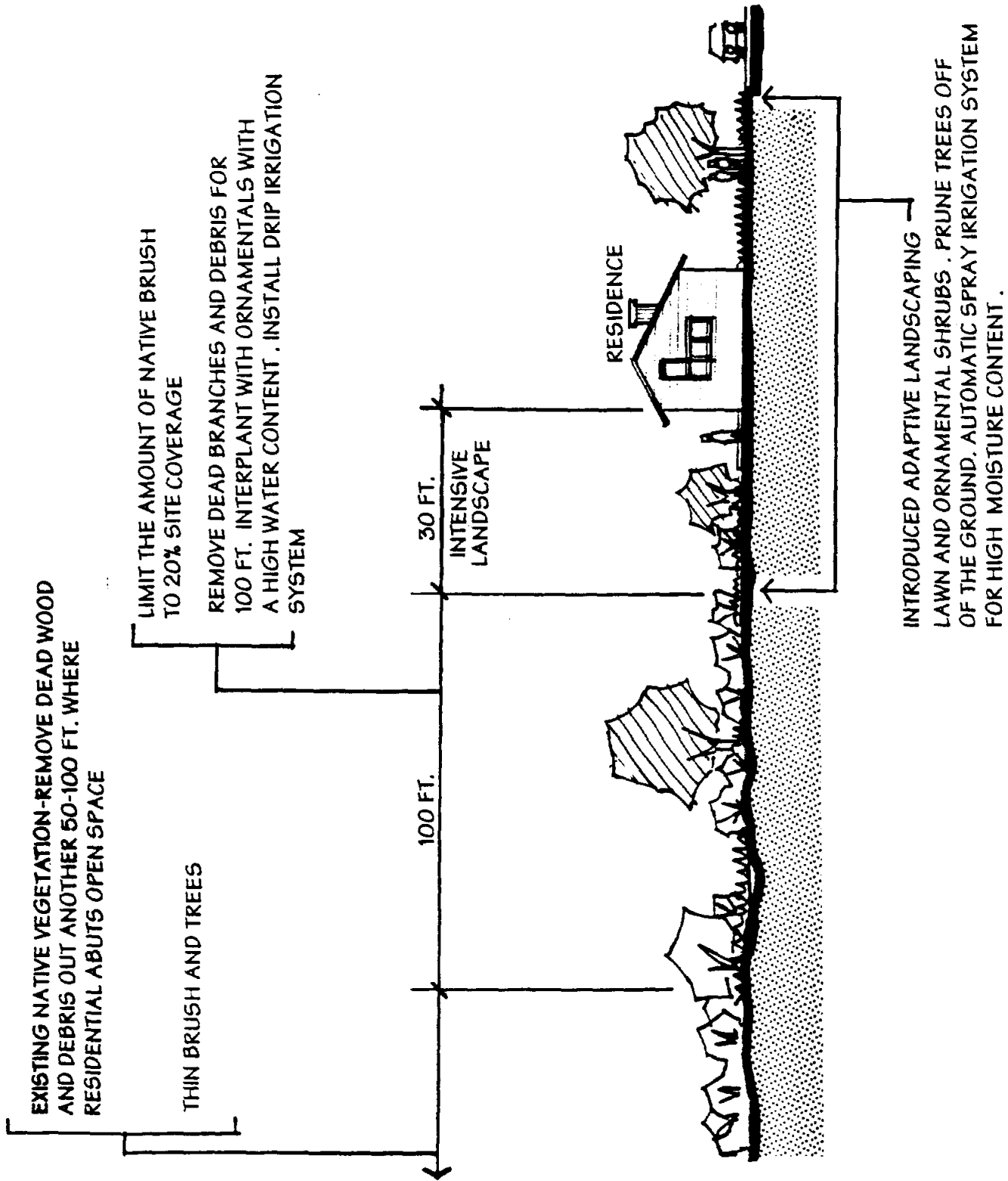


FIGURE 5-1  
FIREBREAKS

2. In the 30 - 100 foot zone around the structures, dead woody plants will be removed. Trees and shrubs will be occasionally pruned and "weedy" species eradicated. This landscape zone is intended to coordinate with the requirements for a managed fire break transition zone. Beyond the 100 foot zone, up to 200 feet, the amount of vegetation will be reduced and the most flammable species thinned.
3. Maintenance of the plantings will include weed control, cutting back woody plants, and removal of plant litter and fallen branches. Part of the effectiveness of a green belt lies in minimizing the volume of fuel available. Without proper maintenance, fire-retardant planting can become a fire hazard over time. Irrigation and maintenance schedules will be provided with final plans for the project.
4. The previous green belt conditions will be a part of the CC&Rs with mandatory enforcement. If property owners do not comply with the conditions, the Homeowners' Association will be authorized to contract for maintenance and bill the property owner.

A crucial step in the planning and construction of a green belt is selection of the plants to use. Listed in Appendix A are recommended species with varying degrees of fire retardance that have value for landscaping in green belts. Although a number of broad similarities may exist within the overall project area, it is not possible to make specific site recommendations until fire hazard, soil, topography, and sun exposure are further studied. Plants listed will be coordinated with those listed in the erosion control section of the Handbook. Generally, green belt species will be planted around structures and at the residential perimeter.

It is important that plants from Appendix A be grouped according to water requirements. Highly drought-tolerant species are often damaged or killed if over-watered. Over watering also forces unwanted growth in the plants and encourages weeds. If two or more species are planted together, it is essential that they have similar water requirements so that they can be watered from the same automatic valve. When an area is irrigated, it should be thoroughly soaked to encourage the roots to grow deeply into the soil. Frequent, light irrigation must be avoided.

## Water Conservation

Water conservation in the Truckee Meadows is a long-term responsibility for all residents, since we live in a desert climate with limited resources. There are many ways to conserve water in the outdoor landscape. Generally, plants will use as much water as a person gives them, so overwatering is the result of owners not realizing proper planting water requirements.

The principals of a relatively recent concept of "Xeriscape" (dry landscape) should be followed in every new development and retrofitted into existing landscapes. The principals are briefly summarized as follows:

- Mulch plantings to keep soil cool and reduce evaporation.
- Plan and design planting/irrigation from a project's beginning.
- Create practical and usable lawn areas of reasonable size and shape.
- Use appropriate plants for the area and group into water zones.
- Improve the soil in the intensive landscape zones with compost or manure.
- Irrigate efficiently with properly designed systems with automatic timers.
- Maintain the landscape appropriately by mowing, pruning and fertilizing properly.

Well done Xeriscape-type designs can typically reduce irrigation water by more than 50 percent, compared with traditional designs dominated by over watering lawns. Over watering can also kill highly drought-tolerant plants and force unwanted growth.

Home buyers in Southwest Pointe will be encouraged to follow the above water conservation methods in their private yard areas within the 30 foot intensive landscape zone surrounding the structure. Lower water bills will be just one of the long term benefits of proper landscaping.

## VI. SERVICES AND FACILITIES

### Water Service

The property is outside the boundary of the South Truckee Meadows General Improvement District/Special Assessment District #18. This property will be developed outside the district; however, all of the potable water facilities not on lots will eventually be dedicated to Washoe County. The developer of Southwest Pointe may construct a new water system since there are no existing facilities to accommodate this project. The Southwest Pointe water system may connect to the existing system. Washoe County has drilled several exploratory wells on the property. These wells will be used as the main production wells for the project.

The elevations at which water storage tanks will be located to obtain the proper pressure have been identified and are shown on the site plan. One or two tanks will be located at an elevation of approximately 5,630 feet. A third and smaller tank will be constructed at an elevation of approximately 5,910 feet. The tanks will have a height of approximately 24 feet. The total water storage requirement is between 1.2 and 1.4 million gallons (i.e., 926,500 gallons residential storage, 240,000 gallons commercial storage, and 120,000 gallons per tank residential fire storage). The lower tank(s) would have a storage requirement of 975,000 to 1.2 million gallons. The upper tank will have a capacity of approximately 200,000 gallons. The tanks have been located in a ravine to screen them from view. If additional screening is necessary, landscaping would be installed to the satisfaction of the Department of Development Review.

To serve the two proposed golf courses in Southwest Pointe, as well as the other courses and parks planned in the vicinity, Washoe County proposes to reuse treated wastewater and untreated creek water from the South Truckee Meadows Wastewater Treatment Plant. The Conditions of Approval for Southwest Pointe (i.e., Development Agreement Condition #26) require the developer to use treated wastewater from the treatment plant. Additionally, as part of the initial

construction, the developer will provide the necessary on-site easements needed to construct the infrastructure and, when the treated wastewater or creek water becomes available, the developer will construct the necessary on-site infrastructure.

Water conservation will result by using and managing resources efficiently and effectively. Reducing domestic water usage is an objective for this development. To achieve this objective the following devices and/or programs will be initiated:

- Water conservation devices will be used throughout Southwest Pointe as specified by current county ordinances.
- Water conservation principals for landscaped areas are addressed at the end of Chapter V.

### Sewer Service

Southwest Pointe will be served by the South Truckee Meadows Wastewater Treatment Plant, and, according to county staff, capacity is available. The plant currently has a capacity of 0.75 million gallons per day (mgd); however, the ultimate capacity is planned to be 6.0 mgd. Based on the number of existing and approved dwelling units within the service area, the current capacity has been allocated. This allocation exists only on paper and would be a problem only if all of the currently approved homes were constructed immediately. According to the county staff, the plant has been designed for expansion, and capacity will be available for this project.

Existing sewer service is only a short distance from Southwest Pointe. A 10-inch line has been extended to Saddlehorn and another 10-inch line serves Southwest Vistas. Because of the topography and site plan, Southwest Pointe may be sewerred to both locations.

### Fire Protection

Fire protection service is intended to be provided by the Nevada Division of Forestry (NDF), Sierra Fire Protection District. The closest existing station is Galena Station #2, which is located on the Mt. Rose Highway approximately 2 miles west of the intersection of Mt. Rose and Thomas Creek Road.

Consistent with the Southwest Truckee Meadows Area Plan, a one-acre site for a fire station is proposed near the entrance to Southwest Pointe. The site will be offered for dedication prior to recordation of the first final map. According to NDF staff, the station would be 3,800-4,000 square feet with two bays and living quarters. If constructed, there would be two, full-time employees supported by volunteers.

The entrance to Southwest Pointe may be gated at the point where Whites Creek Lane becomes a private road (i.e., near Thomas Creek). The developer has met with NDF staff to discuss their needs in order to maintain emergency access. Fire fuel breaks will also be required in many locations and an acceptable design will be developed with NDF staff. Maintenance of the fire fuel breaks will be the responsibility of the individual homeowner or the Homeowners' Association depending on the location.

### Security and Emergency Services

The Washoe County Sheriff's Department is intended to provide police protection service to this site from the main station at 911 Parr Boulevard. There is currently one patrol unit regularly assigned to the area, with an average response time of 10 minutes. The response time in this area will be greatly improved if the Sheriff's Department locates a substation in the community center in the South Valleys Regional Park at the intersection of Whites Creek Lane and Wedge Parkway. The first phase of the park has been constructed. The community center is located in a later phase; therefore, it may be several years before the substation is operational.



The gate house at the entrance to the project may be manned; however, no other private security personnel are planned. During the initial phases of the project, roving security personnel may be used to prevent theft and/or vandalism. The developer will meet with Sheriff's Department staff to discuss their needs in order to maintain emergency access.

### Private Recreation Amenities

The two golf courses proposed in this development are contemplated to be a combination of daily fee-public play and membership play. The golf courses will not be owned or controlled by the Homeowners' Association. Notwithstanding the administration of the entry area, so long as either of the golf courses are available for public play, an easement(s) or some other form of vehicular right-of-way shall protect the public's ability to access the golf course.

The swim and tennis facility shall be controlled by the Homeowners' Association and is not contemplated for use by the general public.

### Financial Assurances for Provision of Services

Financial assurances for provision of services (e.g., private road maintenance, common area landscaping, private recreation amenities, private drainage facilities, and security) shall be provided under the project CC&Rs, which shall provide for funding of these services through assessments and insure collection of assessments through liens on lots.

## VII. SPECIAL CONDITIONS

### Thomas and Dry Creeks

Two creeks cross the property -- Thomas Creek along the southern and eastern edge and Dry Creek through the western and north central portions of the site. The creeks are bordered by riparian vegetation and a wetlands delineation, prepared by Soil Resource Investigations and approved by the Corps of Engineers, has concluded that wetlands exist along both creeks. These areas will be avoided.

The Conditions of Approval state that a buffer will be provided between the fairways/greens and all creeks (i.e., Special Use Permit Condition #45). The setback of the buffer will comply with 100.200 (e) of the Uniform Building Code (i.e., 50 feet from the centerline of drainage area greater than 5,000 acres). A second condition (i.e., Tentative Map Condition #51) requires that a minimum buffer of 50-feet be provided between any structure and riparian vegetation.

At locations where roadways cross the creeks, the intent is to span the creek and leave all delineated wetlands undisturbed. This will be accomplished through the use of railroad flatbed car bridges. Concrete abutments will be constructed on either side of the creek outside the delineated wetlands. The railroad cars will then be placed to "clear span" the creek bed.

### Wildlife

Portions of the project site are located in the winter range of the Loyaltown-Truckee deer herd. The herd summers largely at higher elevations and winters in the lower reaches of the Sierra Nevada. Some residential and golf course development is proposed within the winter range; however, there is also a significant amount of acreage within the winter range that will be left as open space. Some key mule deer winter range habitat has also been identified at the northwest end of Southwest Pointe. For the most part, this area is proposed to be left as open space.

To reduce the impacts of development on the deer herd, the following mitigation measures are proposed:

- Leave open space around the developed area and provide open areas within the development in conjunction with the golf course.
- Seasonal restrictions and/or regulated recreational use in open space areas identified as key mule deer habitat will be enforced. Provisions will be made for these types of restrictions at the time the open space is decided. (Refer to Open Space Management Plan.)
- Boundary fencing is not proposed.

The staff of the Washoe County Department of Parks and Recreation has also expressed interest in stocking Thomas Creek with fish through the Urban Fisheries Program. To accomplish this work, vehicular access to the creek is necessary. Two locations for vehicular access are proposed -- one is at the neighborhood park and the other is from the maintenance road to the existing water tanks.

### Cultural and Archaeological Resources

All cultural resources issues (ethnographic, historic, and prehistoric) are being managed by personnel of Kautz Environmental Consultants, Inc. of Reno, Nevada. All historic and prehistoric sites in Southwest Pointe have been identified and recommendations regarding their significance have been made, or are currently being made (Hutchins and Kautz 1995, Christensen and Kautz 1995, and Christensen and Burns 1996). Recommendations have been passed to the Nevada State Historic Preservation Office (SHPO) in conformity with the Truckee Meadows Regional Plan: Conservation Element (1991, revised).

A total of 88 archaeological sites have been discovered on project lands of which 70 are prehistoric in age, one is historic, and 17 have components of both historic and prehistoric age. A total of 25 non-significant isolated finds have also been

recorded. Nineteen archaeological sites have been recommended as significant and 12 remain unevaluated. The remaining 57 sites are recommended as non-significant resources requiring no further work.

All reports from KEC pertaining to this project have been provided to the Washoe Tribe of Nevada and California and all cultural resource management activities are being arranged through the Tribe's Cultural Resources Coordinator. Already, a valuable and very unusual Native American bas relief effigy located on this land has been donated to the Tribe and, following its removal last year, resides in the Nevada State Museum.

All significant and unevaluated archaeological sites will either be avoided or mitigated during the construction, maintenance, and operation of this project. All mitigation will occur prior to site disturbance, though these activities may be phased in coordination with planned construction.

Prior to mitigation, an Historic Properties Treatment Plan will be submitted to the SHPO, outlining in detail the mitigation procedures to be employed, the precise sample, and the methodological and theoretical framework delineating the inquiry at each site. Following both the acceptance of this plan and completion of the specified fieldwork, construction will begin.

## VIII. DEVELOPMENT PROCESSING

### Relationship to Other Ordinances

The provisions of this Handbook will govern the development of Southwest Pointe. However, where the provisions of the Handbook do not address a specific subject, the provisions of the Washoe County Development Code (Chapter 110) or other ordinances governing the development of land shall prevail, subject to the provisions of the final development agreement.

### Amendments to the Development Standards Handbook

It is anticipated that this Handbook will need to be periodically updated and amended. If modifications are necessary, the Department of Development Review will be notified by letter, stating the changes requested, the reasons for the changes, and the effects of the changes. Minor modifications can be approved at the staff level. The definition of "minor" will be made by the Director of the Department of Development Review. More significant changes must be approved by the Washoe County Design Review Committee.

During the design and construction phase of the project, it will be the responsibility of Southwest Pointe Partners or its successor to initiate the amendment request. This responsibility will eventually be assumed by the Homeowner's Association.

### Approval Process

Design review will be required of each Lot Developer. Southwest Pointe Partners will provide each Lot Developer with a copy of the approved Development Standards Handbook and CC&Rs. These documents should be reviewed carefully by each Lot Developer.

The Architectural and Landscape Control Committee (ALCC) will review all preliminary and final construction drawings for structures and landscaping prior to their submission to Washoe County. The purpose of this initial plan review is to insure compliance with the Development Standards, the CC&Rs, and the overall master plan for Southwest Pointe. Any development plans submitted to Washoe County must be accompanied by verification from the ALCC stating that the plans have been approved by that Committee. Minor variations from the Development Standards may be approved by the ALCC providing that these variation are in conformance with county regulations and the intent of these Development Standards.

Approval by the ALCC does not imply that the plans are in compliance with all applicable county codes, ordinances, or other regulations. Each Lot Developer is responsible for submittal and processing of all plans and permits required by the county prior to the commencement of construction.

#### Financial Assurances for Development of Property

Financial assurances for the construction of capital improvements to be dedicated to the county shall be provided as required by Washoe County Code or pursuant to subdivision improvement agreements under tentative maps, subject to the provisions of the final development agreement.

## RECOMMENDED PLANTS

### Special Uses

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
<b>Deciduous Shrubs</b>						
Cinquefoil	<i>Potentilla fruticosa</i>					
Alpine Current	<i>Ribes alpinum</i>			√		Berries attract birds
Golden Current	<i>Ribes aureum</i>		√	√		Berries attract birds
Siberian Peashrub	<i>Caragana arborescens</i>		√	√		
Redosier Dogwood	<i>Cornus stolonifera</i>			√		Streambank revegetation
Staghorn Sumac	<i>Rhus typhina</i>			√		Good bank cover
Odessa Tamarix	<i>Tamarix odessa</i>		√	√		Spring flowers
Snowberry	<i>Symphoricarpos albus</i>		√	√	√	
Amur Maple (tough)	<i>Acer ginnala</i>					Good fall color
Buffaloberry	<i>Shepherdia argentea</i>		√	√		
Memorial Rose	<i>Rosa wichuraiana</i>				√	Good bank cover
Smoke Tree	<i>Cotinus coggygria</i>	√	√			Interesting flowers
Tartarian Honeysuckle	<i>Lonicera tatarica</i>		√	√		
Western Chokecherry	<i>Prunus virginiana var. demissa</i>					Berries attract birds
Western Sand Cherry	<i>Prunus besseyi</i>		√	√		Berries attract birds
Sweet Mockorange	<i>Philadelphus coronarius</i>					Fragrant
Nanking Cherry	<i>Prunus tomentosa</i>		√	√		
Smooth Sumac	<i>Rhus glabra</i>		√	√		Good bank cover
Squawbush Sumac	<i>Rhus trilobata</i>		√			
Mentor Barberry	<i>Berberis x mentorensis</i>					
Peking Cotoneaster	<i>Cotoneaster acutifolius</i>					

## RECOMMENDED PLANTS

### Special Uses

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
<b>Evergreen Shrubs</b>						
Big Sagebrush	<i>Artemisia tridentata</i>	√	√	√		Sierra native
Bitterbrush	<i>Pershia tridentata</i>		√	√		Sierra native
Fourwing Saltbrush	<i>Atriplex canescens</i>	√	√	√		Sierra native
Greenleaf Manzanita	<i>Arctostaphylos patula</i>		√	√		Sierra native
Scotch Broom	<i>Cytisus scoparius</i>	√	√			
Mountain Mahogany	<i>Cercocarpus ledifolius</i>		√	√		For dry sites
Chinese Juniper	<i>Juniperus chinensis</i>	√	√			
Horizontal Juniper	<i>Juniperus horizontalis</i>	√	√	√		
Oregon Grapeholly	<i>Mahonia aquifolium</i>	√				Medicinal berries
Mugo Pine	<i>Pinus mugo</i>	√				
<b>Deciduous Trees</b>						
Amur Maple	<i>Acer ginnala</i>		√			Good fall color
Black Locust	<i>Robinia pseudoacacia</i>		√			Showy flowers
Amur Chokecherry	<i>Prunus maackii</i>					
European White Poplar	<i>Populus alba</i>					Very fast growth
Golden Willow	<i>Salix alba vitellina</i>					
Aspen	<i>Populus tremuloides</i>					Sierra native
Hackberry	<i>Celtis occidentalis</i>		√			Good shade tree
Idaho Locust	<i>Robinia ambigua 'Idahoensis'</i>		√			Showy flowers
Goldenrain Tree	<i>Koelreuteria paniculata</i>		√			Laterns interesting
Russian Olive	<i>Elaeagnus angustifolia</i>		√			Grey green foliage
Western Catalpa	<i>Catalpa speciosa</i>					
White Oak	<i>Quercus alba</i>					Large shade tree



## RECOMMENDED PLANTS

### Special Uses

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
Bur Oak	Quercus macrocarpa					
Black Locust	Robinia pseudoacacia		√			
Blue Ash	Fraxinus quadrangulata	√	√			
Columnar English Oak	Quercus robur 'Columnaris'					Dark green leaves
<b>Evergreen Trees</b>						
Jeffrey Pine	Pinus jeffreyi	√	√			Sierra native
Ponderosa Pine	Pinus ponderosa	√	√			
Lodgepole Pine	Pinus contorta	√	√			
Rocky Mountain Juniper	Juniperus scopulorum	√	√			Interesting berries
Arizona Cypress	Cupressus arizonica	√	√			
Austrian Black Pine	Pinus nigra					Fast growth
Piñon Pine	Pinus edulis	√	√			
Rocky Mountain Junipers	Juniperus scopulorum	√	√			
Scotch Pine	Pinus sylvestris	√	√			
Singleleaf Piñon Pine	Pinus monophylla	√	√			Nevada state tree
White Fir	Abies concolor	√				Sierra native
Incense Cedar	Calocedrus decurrens	√				Sierra native
Colorado Blue Spruce	Picea pungens glauca	√				Blue color
<b>Ground Covers</b>						
Bearberry	Arctostaphylos uva-ursi	√	√	√	√	Makes a green carpet
Lavendar Cotton	Santolina chamaecyparissus	√	√			Showy flowers
Winter Creeper	Euonymus fortunei					
Snow in Summer	Cerastium tomentosum	√	√		√	Invasive
Periwinkle	Vinca major				√	Invasive
Brooms	Genista spp.	√	√		√	

## RECOMMENDED PLANTS

### Special Use

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
Hall's Japanese Honeysuckle	Lonicera japonica 'Halliana'				√	Fragrant flowers
Potentilla	Potentilla verna					
Virginia Creeper	Parthenocissus quinquefolia				√	Good fall color invasive
Wolly Yarrow	Achillea tomentosa		√			
<b>Grasses and Erosion Control</b>						
Fairway Crested Wheatgrass	Agropyron cristatum				√	
Siberian Wheatgrass	Agropyron sibericum				√	
Western Wheatgrass	Agropyron smithii				√	
Thickspike Wheatgrass	Agropyron dasystachyum				√	
'Covar' Sheep Fescue	Festuca ovina 'Covar'				√	
Tall Wheatgrass	Agropyron elongatum				√	
Indian Ricegrass	Aryzopsis hymenoides				√	
Sand Dropseed	Sporobolus cryptandrus				√	
Alkali Sacaton	Sporobolus airoides				√	

## RECOMMENDED PLANTS FOR LANDSCAPED GREEN BELTS

IN THE 30'-100' FIRE BREAK TRANSITION ZONE

Species	Drought Tolerance	Erosion Control (30-60° Slope)	Growth Height	Mature Height (Inches)	Scale of Use
<i>Achillea tomentosa</i> Woolly Yarrow	Fair		Very Spreading	to 12	Small
<i>Atriplex gardneri</i> Gardner's Saltbush	Excellent	++	Semi Upright	12-18	Medium
<i>Atriplex semibaccata</i> Creeping Australian Saltbush	Excellent	++	Semi Upright	to 12	Large
<i>Cerastium tomentosum</i> Snow in Summer	Good		Spreading	4-6	Medium
<i>Euonymus fortunei</i> var. <i>radicans</i> Common Winter Creeper	Fair-Good	+	Very Spreading	18-24	Medium
<i>Potentilla verna</i> Spring Cinquefoil	Good	+	Spreading	3-6	Medium
<i>Santolina virens</i> Green Lavender Cotton	Excellent	++	Upright	18-24	Large
<i>Santolina chamaecyparissus</i> Lavender Cotton	Excellent	++	Upright	18-24	Large
<i>Vinca major</i> Periwinkle	Good	++	Very Spreading	18-24	Large
<i>Arctostaphylos uva-ursi</i> Bearberry	Excellent	++	Spreading	to 12	Large
<i>Hedera helix</i> English Ivy	Poor	++	Very Spreading	to 12	Large
<i>Hypericum calycinum</i> Aaron's Beard	Good	++	Upright	12-15	Medium - Large
<i>Ceanothus prostratus</i> Squaw Carpet	Excellent	++	Spreading	2-6	Medium

Footnotes for Table A-2

**Drought Tolerance:**  
Excellent - Little supplemental water needed during the dry season  
Very Good - Occasional watering needed 2-4 times during the dry season.  
Good - Requires moderate water (about once a month during dry season)  
Fair - Requires watering every 2-3 weeks.  
Poor - Needs frequent watering (every week to 10 days or more)

The above applies to established plants. Newly planted areas will require substantially more water.

**Erosion Control:** Each species is evaluated as to whether it is good (++) , fair (+) , or not recommended for steeper slopes (30-60°).

**Growth Habit:**  
Very Spreading - Trailing stems or creeping along the ground.  
Spreading - Stems grow horizontally for short distances.  
Semi Upright - Plants grow more or less vertically and forming clumps.  
Upright - Plants distinctly vertical with little lateral spreading.

**Scale of Use:**  
Small - Best suited as a small-scale ground cover (limit use to a few hundred square feet)  
Medium - Good ground cover for medium sized areas.  
Large - Large area ground cover

**Appendix B**  
**Contents of Development Standards Handbook**

Article 814 of the Washoe County Development Code addresses Development Agreements. Section 110.814.75(g) of that Article lists the topics that must be addressed in the Development Standards Handbook. Presented below is an excerpt from that section of the Development Code with a notation stating where each topic is addressed in the Development Standards Handbook.

**Section 110.814.75 Contents of Final Development Agreement**

**g. Development Standards Handbook.** A development standards handbook that provides development standards for the following:

- (1) Architectural style;  
Where is this addressed? Chapter IV
- (2) Energy supply and conservation;  
Where is this addressed? Chapters III & IV
- (3) Land grading, erosion and flood control;  
Where is this addressed? Chapters III & V. Development standards for flood control are not necessary for this project
- (4) Natural hazards;  
Where is this addressed? Chapter III (faults), Chapter V (fire)
- (5) Fire protection, security services and medical services;  
Where is this addressed? Chapter VI
- (6) Housing supply;  
Where is this addressed? Chapter I

- (7) Water supply, treatment, storage, conservation and reuse;  
Where is this addressed? Chapters V & VI
- (8) Wastewater treatment;  
Where is this addressed? Chapter VI
- (9) Maintenance and enhancement of air quality;  
Where is this addressed? Chapter III (dust control), Chapter IV  
(solid fuel burning devices)
- (10) Wildlife and fisheries preservation;  
Where is this addressed? Chapter VII
- (11) Historic, cultural and archaeological resources preservation;  
Where is this addressed? Chapter VII
- (12) Recreational amenities;  
Where is this addressed? Chapter VI (Private), Chapter II (trails)
- (13) Open space provision and maintenance;  
Where is this addressed? Refer to Open Space Management Plan,  
Exhibit G in the Final Development Agreement
- (14) Financial assurances for the development of the property and provision  
of services;  
Where is this addressed? Chapters VI & VIII
- (15) Phasing of development;  
Where is this addressed? Chapter I
- (16) Procedures for the implementation of the development standards and  
amendment of the development standards handbook;  
Where is this addressed? Chapter VIII

- (17) Documentation verifying the development agreement approval, including reductions of all maps/drawings approved by the Board of County Commissioners as part of the approval of the preliminary development agreement;

Where is this addressed? Exhibit B, C, D in the Final Development Agreement

- (18) Such other information which may be required by the Director of Development Review.

**Appendix C**  
**STATEMENT OF COMPLIANCE**  
**for**  
**TENTATIVE MAPS & SPECIAL USE PERMITS**

This completed Statement of Compliance shall accompany all tentative map and special use permit applications. The compliance statement must be signed and approved by Southwest Pointe Partners prior to an application being submitted to Washoe County.

Approval by Southwest Pointe Partners does not imply that the project is in compliance with all applicable county codes, ordinances, or other regulations. In instances where the tentative map or special use permit is not in compliance with the Final Development Agreement, the Director of Development Review shall determine if the modification is administrative or if it requires an amendment of the Final Development Agreement.

Reviewed and approved by Southwest Pointe Partners on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

By: \_\_\_\_\_  
General Partner  
Southwest Pointe Partners

ASB  
6/3/26

# GENERAL INFORMATION

1. **Project Name:** \_\_\_\_\_

2. **Applicant:**

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

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

3. **Property Owner:**

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

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

4. **Firm Preparing Plans:**

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

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_



# PROJECT DESCRIPTION

## 1. For Tentative Map Applications:

### a. Number of Proposed Lots:

12,000 square feet \_\_\_\_\_

1/2 acre \_\_\_\_\_

1 acre + \_\_\_\_\_

Total \_\_\_\_\_

### b. Explain any difference in number and type from that identified in the Final Development Agreement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### c. Acres:

Residential Lots: \_\_\_\_\_

Streets: \_\_\_\_\_

Common Area: \_\_\_\_\_

Open Space: \_\_\_\_\_

Other: \_\_\_\_\_

### d. Density:

Gross: \_\_\_\_\_ d.u./ac

Net: \_\_\_\_\_ d.u./ac

### e. In neighborhoods with 12,000 square foot and 1/2 acre lots, have off-site parking areas been provided at a ratio of one space for every three homes and within 500 feet of homes? (Tentative Map Condition #34)

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

2. **For Special Use Permits:**

Explain the project (e.g., square footage, number of parking spaces, landscaping, architecture)

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3. What, if any support facilities or major infrastructure components are proposed as a part of this project?

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# INFRASTRUCTURE/SERVICES

## Transportation

1. Estimate the average daily traffic. On the tentative map, identify the average daily traffic on each street within the boundary of the tentative map. (Tentative Map Condition #22)

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2. Explain any recommendations for geometric design -- e.g., left-turn storage capacity, site distance, minimum required turning radius. (Tentative Map Condition #22)

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3. Are the street sections consistent with the Final Development Agreement? (Tentative Map Condition #22)

Yes  No  Not Applicable

If no, explain the differences and justify their use.

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4. Do the cul-de-sacs have a minimum pavement radius of 43.5 feet to front face of curb or 45 feet to the edge of pavement? (Tentative Map Condition #23)

Yes  No  Not Applicable

If no, explain the differences and justify their use.

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5. Has an emergency access road been shown at the end of all cul-de-sacs that are longer than 1,500 feet? (Tentative Map Condition #28)

Yes  No  Not Applicable

If no, explain the differences and justify their use.

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6. Have any at-grade crossings for golf carts been shown on streets with 500 or more ADT? (Tentative Map Condition #33)

Yes  No  Not Applicable

If no, explain why.

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7. Has a detailed pedestrian circulation plan been submitted? (Development Agreement Condition #13)

Yes  No  Not Applicable

If no, explain why not.

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### Water Supply

1. What is the estimated water right requirement for this project?

\_\_\_\_\_ acre feet/year

2. Explain how the water right requirements will be met for this project.

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**Sewer Service**

1. Explain how sewer service will be provided to this project?

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2. How much sewage will be generated by this project?

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**Fire Protection**

1. What is being done to comply with the requirements of the Nevada Division of Forestry? (Tentative Map Condition #83 and Special Use Permit Condition #42)

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**Open Space/Recreation**

1. Will any open space be offered for dedication as part of this project?  
\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If yes, how many acres are being dedicated, when will the land be dedicated, and what improvements will be located in the open space (e.g., trails, emergency access roads)?

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2. What, if any, private community recreation facilities are proposed? How will these facilities be maintained?

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# DEVELOPMENT STANDARDS

## Community Design Guidelines

1. Are any neighborhood entries proposed?

\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Not Applicable

If yes, describe the materials, height, style, color, etc. Show the location(s) on the tentative map or site plan.

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2. Is the entry(s) design consistent with the Development Standards Handbook (Chapter II)? \_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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3. Are any community fences and/or walls proposed? \_\_\_\_ Yes \_\_\_\_ No

If yes, describe the materials, height, style, and color. Show the location on the tentative map or site plan.

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4. Are the fencing and/or walls consistent with the community design standards in the Development Standards Handbook (Chapter II)?

\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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5. Is any community lighting proposed?  Yes  No  
If yes, describe the location(s), materials, height, style, and lighting levels.

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6. Is the community lighting consistent with the Development Standards Handbook (Chapter II)?  
 Yes  No  Not Applicable  
If no, describe any changes and explain the reasons.

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7. Are any signs proposed?  Yes  No  
If yes, describe the location, size, materials, and color.

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8. Are the signs, if any, consistent with the Development Standards Handbook (Chapter II)?  
 Yes  No  Not Applicable



If no, describe any changes and explain the reasons.

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9. Are any private trails proposed?  Yes  No

If yes, show the location on the tentative map or the site plan for the special use permit.

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10. Are the private trails, if any, consistent with the Development Standards Handbook (Chapter II)?

Yes  No  Not Applicable

If no, describe any changes and explain the reasons.

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### Site Development Guidelines

1. What are the proposed building setbacks?

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2. For residential units, are the building setbacks consistent with the Development Standards Handbook (Chapter III)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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3. Have the setbacks from any potentially active fault traces been identified on the tentative map or site plan for the special use permit?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, explain why not.

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4. What are the minimum lot widths?

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5. Are the widths consistent with the Development Standards Handbook (Chapter III)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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6. Explain the grading. (e.g., have the slopes been rounded to blend into the natural contours? Has the grading been minimized?) Explain the erosion control techniques (temporary and permanent) that will be used.

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7. In areas identified as critical mule deer habitat, has the grading been minimized to the maximum extent possible? (Tentative Map Condition #83)

Yes  No  Not Applicable

If no, explain why not.

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8. Explain how the drainage is being handled.

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9. Is any lot perimeter fencing proposed?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe the materials, height, style, and color. Show the location on the tentative map.

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10. Are the fencing and/or walls consistent with the site development standards in the Development Standards Handbook (Chapter III)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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### Landscape Design Guidelines

1. For a tentative map application, is any common area landscaping proposed? \_\_\_\_\_ Yes \_\_\_\_\_ No

For a special use permit application, is any on-site and/or common area landscaping proposed? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe the landscaping (e.g., species, irrigation, drought tolerant? amount of turf). Show the locations on the tentative map or site plan for the special use permit.

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2. What entity will maintain the landscaping identified in the previous question?

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3. Is the landscaping described in question #1 consistent with landscape design guidelines in the Development Standards Handbook (Chapter V)?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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4. Describe the revegetation techniques that will be implemented

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5. What measures will be used to control fugitive dust during construction?

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6. Are any fire fuel breaks required beyond the property line of the residential lots?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If yes, show the locations on the tentative map.

7. Is the design of the fire fuel breaks consistent with the guidelines identified in Chapter V of the Development Standards Handbook?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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8. Explain the water conservation techniques that will be used.

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9. Is a 25-foot landscaped buffer shown between the lots and the collector and minor arterial streets? (Tentative Map Condition #85)

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

If no, describe any changes and explain the reasons.

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10. Is a 50-foot buffer shown between the structure and any riparian vegetation? (Tentative Map Condition #51)

Yes  No  Not Applicable

If no, describe any changes and explain the reasons.

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11. Are there any delineated wetlands or Waters of the United States shown within the boundary of the tentative map or on the site plan for the special use permit?

Yes  No

If yes, shown the location on the tentative map or site plan and explain how these features are being avoided.

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DRAFT

# *Southwest Pointe*

DRAFT  
DEVELOPMENT STANDARDS HANDBOOK

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DA9-1-93

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April 25, 1996



# *Southwest Pointe*

## **DRAFT DEVELOPMENT STANDARDS HANDBOOK**

**Prepared for:  
Southwest Pointe Partners**

**Prepared by:  
CFA, Inc.  
In association with:  
Lundahl & Associates  
Robert M. Sader, Ltd.  
Kautz Environmental Consultants, Inc.**

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# I. INTRODUCTION

## Purpose

This Handbook presents design guidelines and standards that will apply to the community at Southwest Pointe. This booklet serves several purposes. First, it will help prospective architects, designers, builders, and owners create residences and improvements that will fit within a defined architectural character. Second, the Handbook is intended to fulfill the requirements of Article 814, Development Agreements, of the Washoe County Development Code. Specifically, Section 110.814.75(g) of this article presents the topics that must be addressed in the Development Standards Handbook. And third, it is intended to provide the county and the residents in the Southwest Truckee Meadows with a feeling for the type of development being proposed.

This Handbook, along with additional provisions and "Residential Lot Declarations" that will be set forth in the Southwest Pointe CC&Rs, form the basis for evaluation of all drawings and specifications for construction submitted to the Southwest Pointe Architectural and Landscape Control Committee (ALCC) for review and approval, including any additions and modifications. The CC&Rs may specify further guidelines or restriction to those provided in this Handbook. When not in conflict, this Handbook is not meant to duplicate or supersede the requirements of Washoe County. Plans for construction will need to be processed through Washoe County and appropriate public agencies as well as through the ALCC.

A preliminary development agreement for Southwest Pointe was approved by the Board of County Commissioners on February 8, 1994. Subsequent to that approval, the preliminary agreement was amended on three occasions. The first amendment, approved on September 27, 1994, granted an 18-month extension of time for preparing the final development agreement. The second amendment, approved on November 8, 1994, modified several of the original conditions so that grading of the first 18-hole golf course and installation of utilities could commence, prior to recording the final development agreement. The third

amendment, approved on \_\_\_\_\_, 1996, modified, deleted, updated, and reorganized the conditions of approval. Additionally, special use permits have been approved for the golf course and related facilities (SPW9-13-93) and water system (SPW9-10-93). Copies of the conditions of approval for all actions taken by the Board of County Commissioners and the Washoe County Planning Commission are included as Exhibits \_\_\_\_\_ through \_\_\_\_\_ in the Development Agreement. Additionally as required by Section 110.814.75(g) (17), a copy of the original Concept Plan is included with Exhibit \_\_\_\_\_.

### Project Description

**Setting** - Southwest Pointe is set in the context of a rugged mountain backdrop and sagebrush-covered slopes that are punctuated by Thomas and Dry Creeks. The 3,272-acre project is located on a prominent site overlooking the Truckee Meadows. The majority of the property has unobstructed views, and the project has been laid out to maximize these views. Both Thomas and Dry Creeks cross the property, and the site plan takes these two prominent features into account. There is some riparian vegetation along the creeks but a majority of the site is covered with moderate to dense stands of bitterbrush and sagebrush and thinly scattered field grass and alfalfa.

As shown in Figure 1-1, the property is bounded by the Toiyabe National Forest to the west, Thomas Creek along the south, and the established neighborhoods of Thomas Creek Estates and Saddlehorn to the southeast and east. Elevations range from approximately 4,950 feet along the eastern portion of the site to 5,900 feet on the west. The property slopes in a southwest to northeast direction with slopes generally ranging from 5 to 15 percent. Moderately steep slopes, generally between 15 and 30 percent, are found at the northern end of the site.

**Site Plan** - The site plan for Southwest Pointe is based on a planning approach that analyzes the constraints and opportunities of the property to identify the most appropriate development areas. Site characteristics, including topography, geology, flora and fauna, drainage, view sheds, access points, and easements were mapped. In addition, surrounding land uses were also considered.

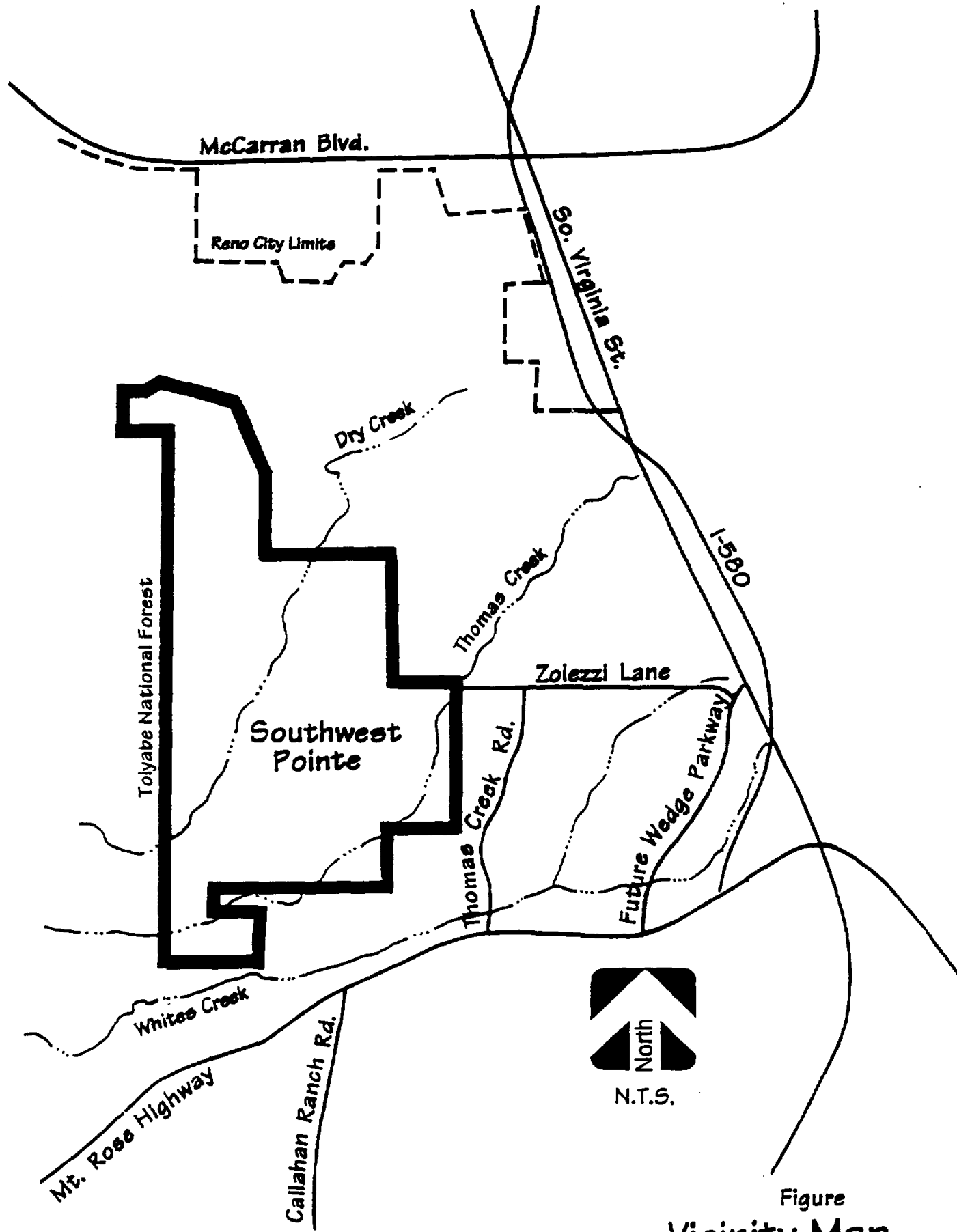


Figure  
Vicinity Map

The topography is steep and mountainous along the western boundary and in the "panhandle" to the north. Remaining portions of the site are characterized by gently and moderately sloping terrain with slopes ranging between 5 and 15 percent. These terrain features create panoramic views of downtown Reno and the Southeast Truckee Meadows from nearly every portion of the site.

A number of Holocene faults cross the property, generally running in a north-south direction. These faults define corridors within which development was planned. Holocene faults are defined as faults that show evidence of movement within the past 11,000 years.

Two drainages that form major geographical features traverse the property -- Thomas Creek along the southern and eastern edge and Dry Creek through the western and north central portions of the land. Some sections of the creeks are bordered by riparian wetlands and, therefore, setbacks for development are required. These riparian corridors are generally not visible from most of the site; however, these corridors are among the most scenic areas of the property.

The winter range for the Loyalton-Truckee deer herd covers the "panhandle" and the north portions of the site. Some residential and golf course development is proposed within the winter range; however, there is also a significant amount of acreage left as open space.

Blending the physical characteristics of the property with the allowable lot count of 1,090 single-family dwelling units and the development program, which calls for 36 holes of golf, the following design objectives were formulated and implemented in the site plan:

- Provide significant natural open space buffers around the periphery of the project to preserve the visual and physical environment of surrounding residents and to focus the views from within the property.
- Reserve the Thomas Creek and Dry Creek corridors and use creek edges, where feasible, for golf course fairways and for visual amenities from lots.



- Remain consistent with the intent of the Southwest Truckee Meadows Area Plan. Set aside a location for the civic uses proposed in the Area Plan -- schools, neighborhood park, regional trails, and a fire station.
- Create a major community entrance at Whites Creek Lane with signage, a gate house, and landscaping. Integrate the bridge structures across Thomas Creek with the community entrance features.
- Use the earthquake faults and associated building setbacks, wherever practical, as golf course fairways, road right-of-ways, and open space.
- Establish a rural golf course community theme by using smaller paved road sections, by creating neighborhood enclaves, and by controlling development through comprehensive design standards.
- Develop a mix of lot sizes within the following parameters: 10-20 percent one acre and larger, 30-40 percent 1/2 acre and larger, and 40-50 percent with a minimum size of 12,000 square feet. All residential units are single-family dwellings; no other housing types are proposed. Primary lot orientation should be to the golf courses and/or the panoramic views.

As shown on the Site Plan on the following page, the land use pattern clusters residential neighborhoods within enclaves created by the golf course fairways. All edges of the proposed development reserve substantial areas of natural open space, ranging from the entire "panhandle" to a minimum of 200 feet to the nearest existing lot. Table 1-1 presents a break down of the proposed land uses.

Table 1-1  
**Land Use Summary**  
 (acres are approximate)

<u>Land Use</u>	<u>Acreage</u>	
Residential	860	(26%)
Golf Course/Roads/Common Area	823	(25%)
Civic Uses	62	(2%)
Village Center	27	(1%)
Open Space	<u>1500</u>	(46%)
TOTAL	<b>3,272</b>	<b>(100%)</b>

**Public Facilities** - Various civic uses are shown on the site plan. These include an elementary school, possible middle school, fire station, neighborhood park, and regional trails. The Washoe County School District will be responsible for construction of the elementary and middle schools. A special use permit has already been approved for the elementary school and construction will start in the late spring or summer of 1996. The School District hopes to have the elementary school open in September 1997.

Construction of the middle school is dependent on several factors. First, based on the Conditions of Approval (i.e., Condition #51), the site must be reserved for an off-stream stormwater detention facility for a certain length of time. If the detention facility is not constructed, the site will then be dedicated to the School District for a middle school. The second factor is that the voters of Washoe County must pass a bond issue in November 1996 for future school construction.

A one-acre site for a fire station is shown at the entrance to Southwest Pointe. The site will be dedicated prior to recordation of the first final map (i.e., Condition #92). Construction of the fire station will be the responsibility of the Nevada Division of Forestry (NDF); however, it is possible that the Truckee Meadows Fire Protection District will also be involved in the construction and operation of the station since the location could serve both NDF and Truckee Meadows.

Proposed Regional & Community Park



N.T.S.

SITE PLAN

The neighborhood park and the regional, public trail system are discussed in detail in the Open Space Management Plan, which was prepared to comply with the Conditions of Approval (i.e., Conditions #93 through #96). According to the Management Plan, the Washoe County Department of Parks and Recreation will be responsible for constructing and maintaining the regional trails. The neighborhood park will be dedicated to Washoe County after the improvements have been completed. Southwest Pointe Partners or its successor will be reimbursed for the cost of the improvements and for the fair market value of the land from fees collected in Southwest Pointe from the Residential Construction Tax.

### Development Phasing

The approximate date for the start of construction for the first phase shall be on or before October 1, 1996. The first phase of the project shall be constructed of the first 18 holes of the golf course. All phases after the first phase for subdivision improvements shall be constructed within the time frames allowed pursuant to tentative maps and final maps for the project. Nonresidential development shall be constructed pursuant to special use permits, when applicable, under the time frame provided therein. Other phasing requirements shall be as provided in the Conditions of Approval.

## II. COMMUNITY DESIGN GUIDELINES

### Community Design Character

Southwest Pointe is located in the uplands area of the Truckee Meadows between the high desert valley floor and the mountain range of the Sierra Nevadas. This area has low vegetation generally of sagebrush and native shrubs.

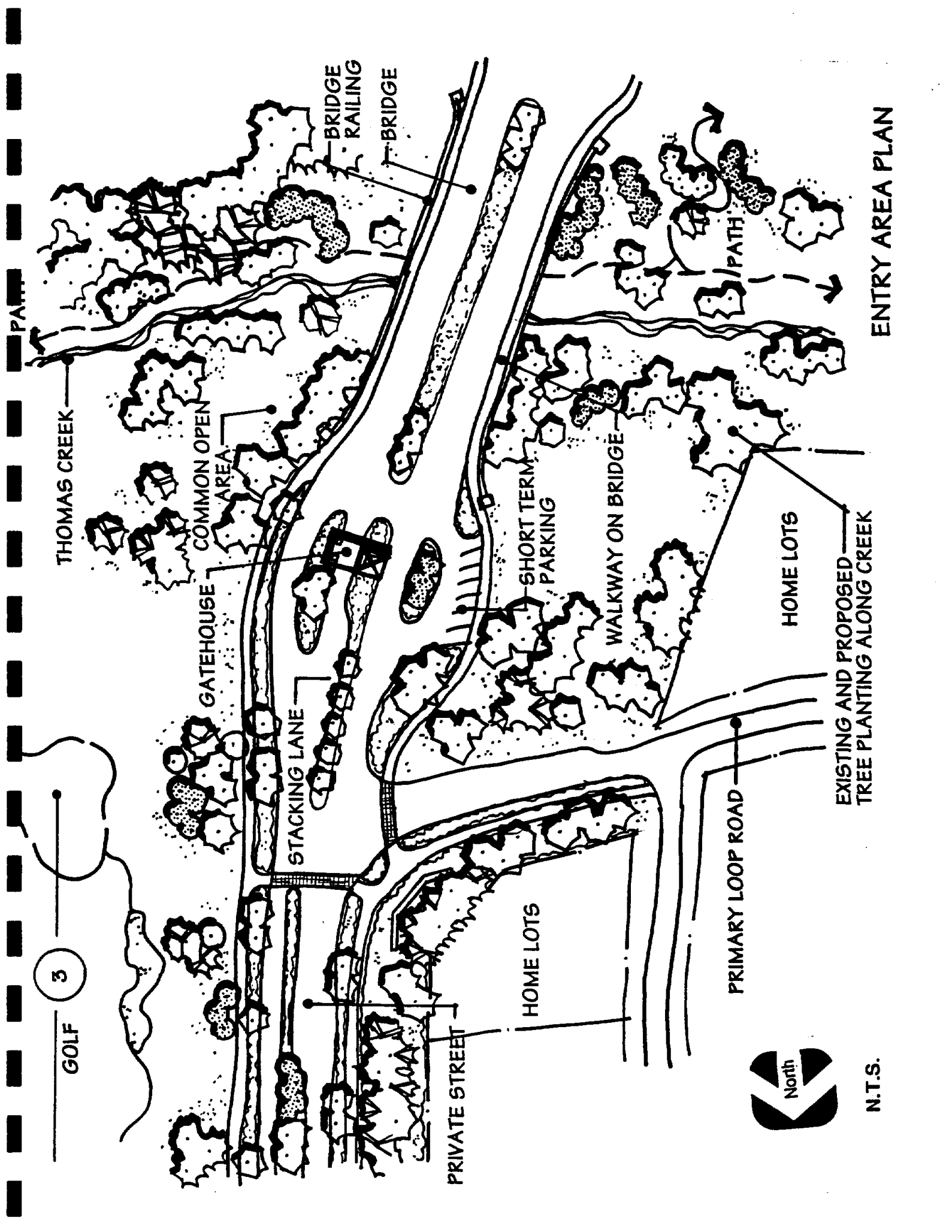
The Southwest Pointe Community Design Character is intended to be organic to and respectful of the existing natural and regional environment. The existing environment is to be maintained by minimizing grading and earthwork and working with the land's terrain in locating roads and other improvements.

Due to the inherent visibility of the site and its natural features, the prescribed architectural and structural character is intended to blend into the natural environment and to enhance the nature of that environment by adding forms, features, texture, colors, and plants that are similar to those on site.

### Community Components

Entry & Gate House - The main project entry from Whites Creek Lane will feature one-way streets with a wide landscaped median between for safety and visual appeal. (Refer to Figure 2-1.) The entry is the visual gateway to the subdivision and the first impression to residents and guests. In that regard, the community character begins here with a strong visual impression.

The entry landscape for the first one quarter mile upon entering the project is a dense, natural forest setting, consisting of predominately native conifers, with a native woodland understory that provides fall color. The intent is to introduce a strong landscape theme consistent with the regional character, while enclosing views from the road. The landscape enclosure will soften the adjacent 3:1 embankments on the sides of the road and effectively screen the elementary school parking lot.



GOLF

3

THOMAS CREEK

COMMON OPEN AREA

GATEHOUSE

STACKING LANE

PRIVATE STREET

HOME LOTS

BRIDGE RAILING

BRIDGE

SHORT TERM PARKING

WALKWAY ON BRIDGE

PRIMARY LOOP ROAD

HOME LOTS

EXISTING AND PROPOSED TREE PLANTING ALONG CREEK



N.T.S.

ENTRY AREA PLAN

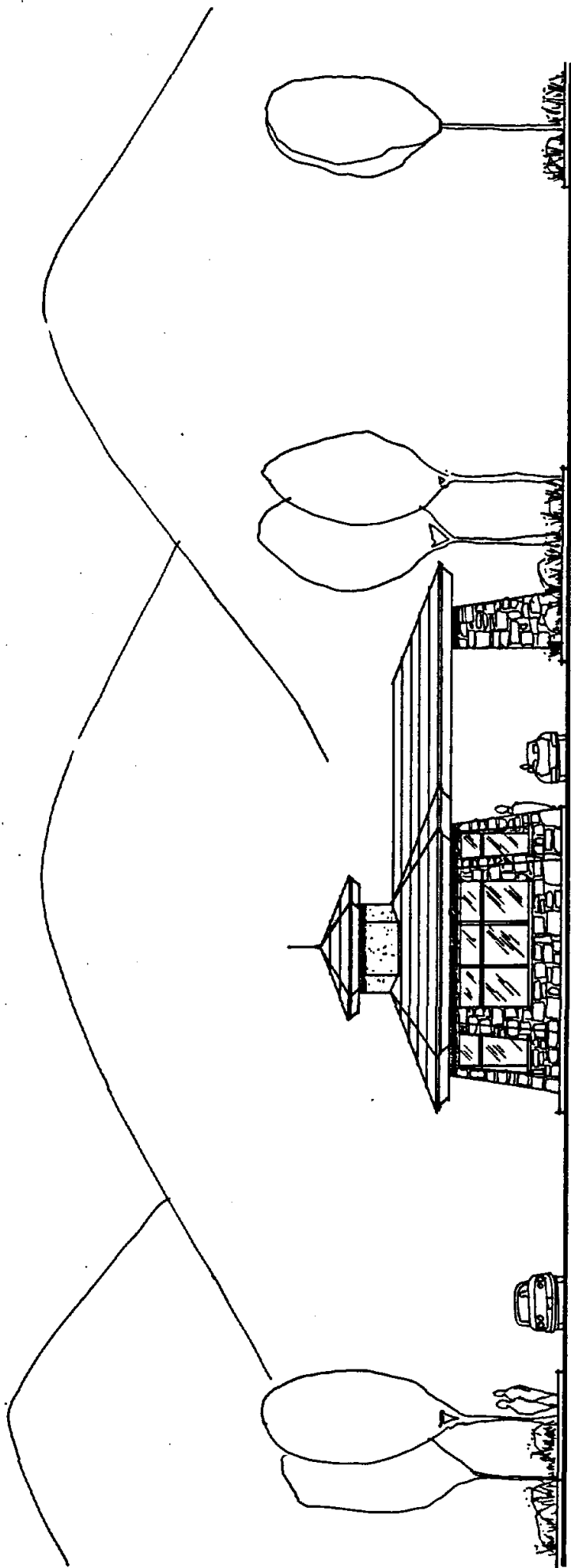
The views, at first enclosed, will then dramatically open up at the approach to the bridge and gate house situated at the Thomas Creek crossing, with elevated vistas over fairways and the creek setting. Traveling into the entry area, the motorist approaches the gate house. The gate house will provide controlled access to the community and will direct visitors within Southwest Pointe.

The gate house has forms and materials resembling those on site and historic to the region. (Refer to Figure 2-2.) Portions of the building's facade are native stone, which establishes natural imagery. Beyond the entry building are entry gates with stone monuments and a vehicle turn-around. Once the traveler passes the entry, the vistas open, highlighting the project's open space, streetscape, golf course, and neighborhood entrances.

**Neighborhood Entries** - Landscaping, monumentation, and lighting will be used at neighborhood entries in a manner that creates a consistent theme throughout the project. A hierarchy of entries will be created. The treatment depicted in Figure 2-2 will be used at key entry locations along the main loop road. It features a combination of evergreen and deciduous trees with an understory of shrubs. Annuals and perennials will be planted for seasonal color. The entry also includes a retaining wall of native stone within which the neighborhood identification sign or clubhouse sign could be incorporated. Each minor neighborhood entry will be identified with signage, landscaping, and lighting that is consistent with the theme depicted in Figure 2-3.

**Bridges** - Bridge structures will be constructed to span the creeks and drainage ways to minimize grading and site disturbance. The structures may have stone elements at each end with painted decorative metal guard railings to blend in with community standards. (Refer to Figure 2-4.) Native stacked stone may be used to stabilize creek banks at each end of the bridge structure.

**Fences and Walls** - There will be two types of community fencing in Southwest Pointe. (Refer to Figures 2-5 and 2-6.) The first will be a low decorative, split rail design either with or without native stone pilasters. This fencing type will be a maximum of 3 feet high with an 8" x 8" post. In more prominent locations (e.g.,



ENTRY BUILDING



NEIGHBORHOOD STREET  
TREES

EVERGREEN TREES WITH UNDERSTORY SHRUBS

NATIVE STACKED STONE RETAINING WALL WITH  
MORTARLESS JOINTS AND STEPPED ENDS  
HEIGHT OF WALL TO BE 4 FT. AT CENTER AND 2 FT.  
AT ENDS

PROJECT SIGN 2'-6" OFF THE GROUND. SIGN TO BE  
CAST CONCRETE WITH RECESSED LETTERS AND  
INTEGRAL COLOR

DECIDUOUS TREES MASSES AS SMALL GROVE

EVERGREEN SHRUBS

LOW GROUND COVER AT  
SIDEWALK EDGE

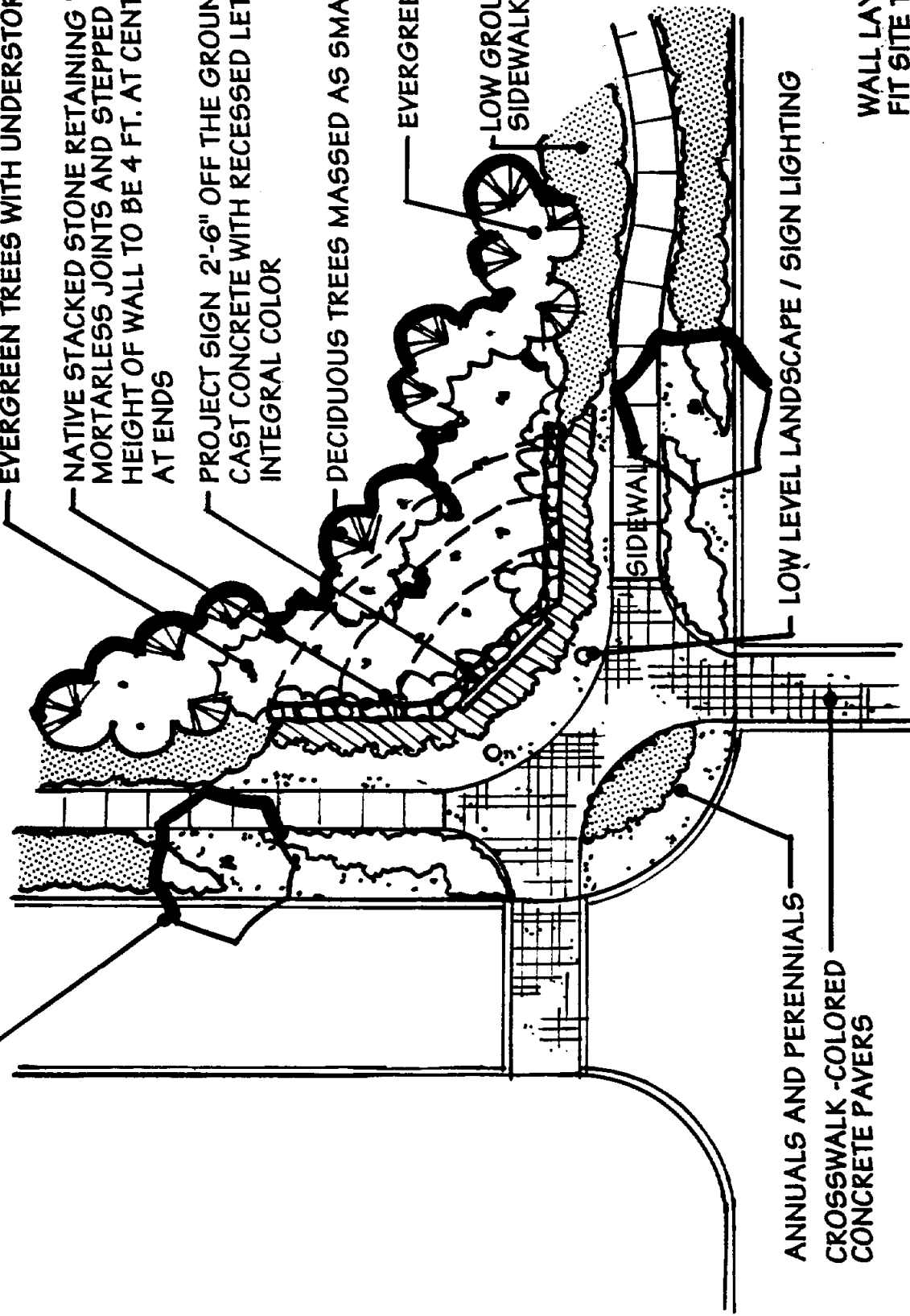
SIDEWALK

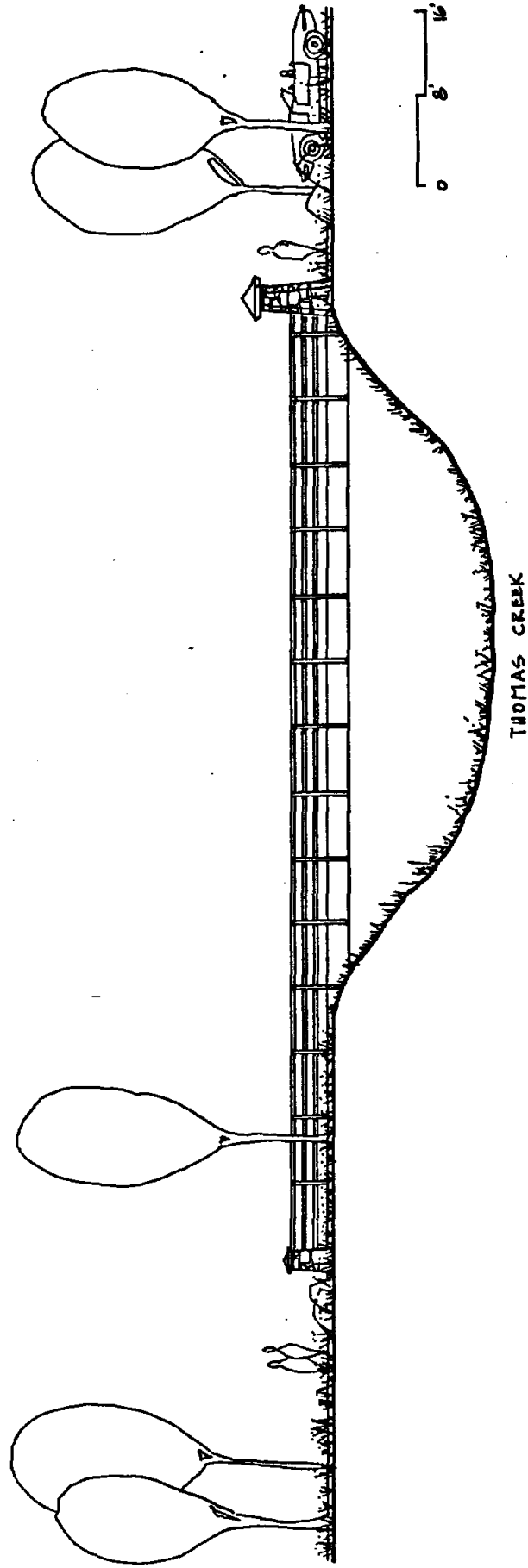
LOW LEVEL LANDSCAPE / SIGN LIGHTING

ANNUALS AND PERENNIALS  
CROSSWALK-COLORED  
CONCRETE PAVERS

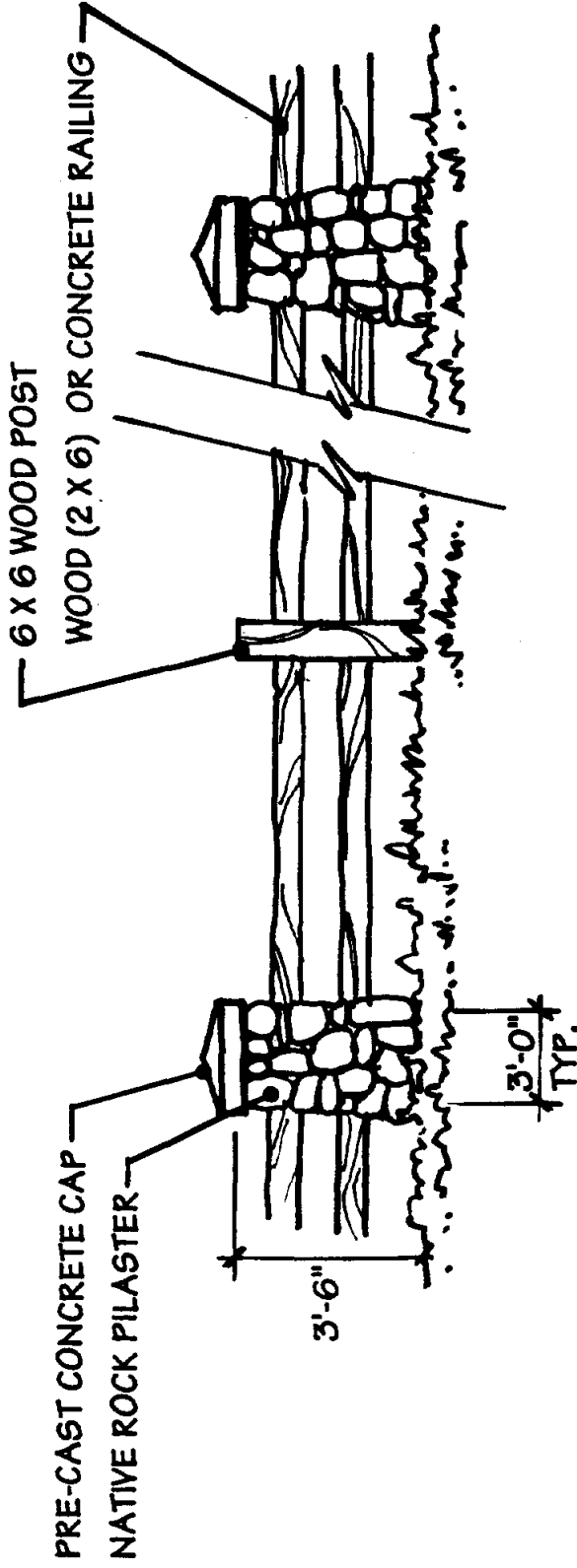
WALL LAYOUT MAY VARY TO  
FIT SITE TOPOGRAPHY

# NEIGHBORHOOD ENTRY PLAN

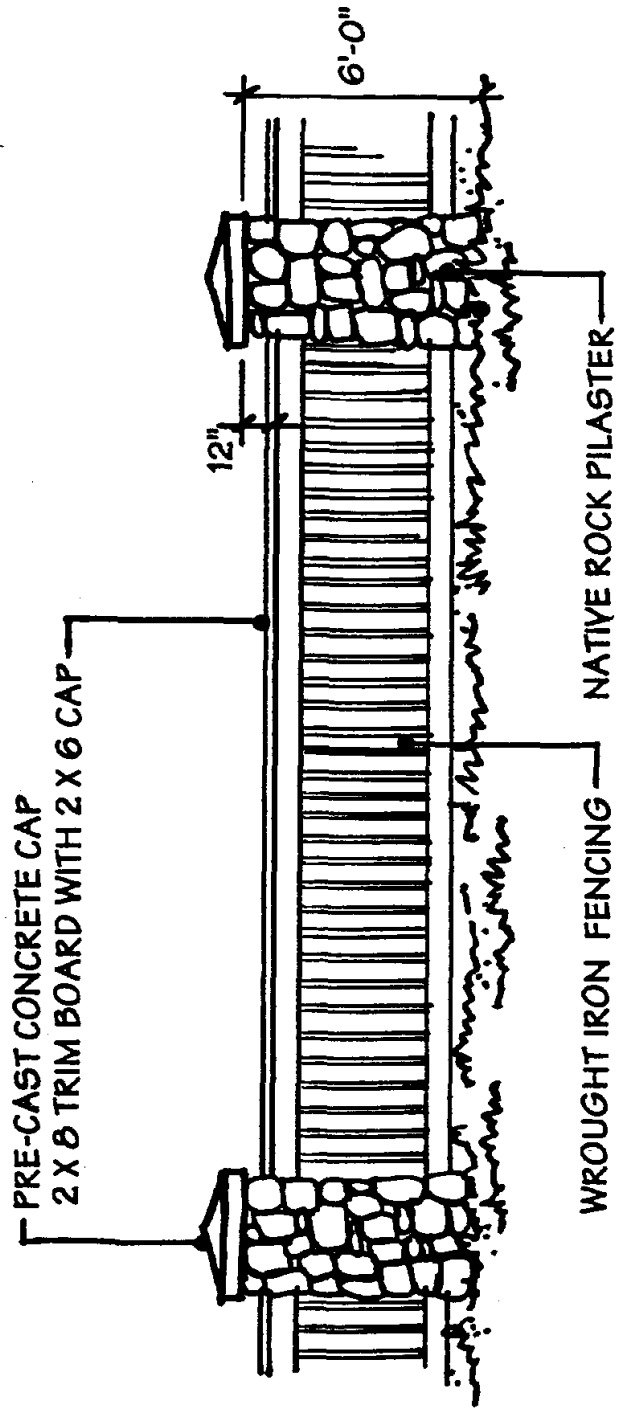




TYPICAL BRIDGE STRUCTURE



SPLIT RAIL FENCE AND PILASTER



SCREENING FENCE

near the entry to the golf and tennis club), native rock pilasters may be used. The fence will follow the ground plane for slopes up to 10 percent; above that the fence will be stepped. Fencing around golf holes will be split rail without pilasters.

The second is a higher metal or wood fence either with or without native stone pilasters which will provide a visual screen and will only be allowed in certain areas of the development. Use of these fences will be strictly controlled to preserve the open and rural community theme. The fence is a 5 to 6 feet tall with or without stone pilasters. Fencing is either metal ballasters or wood members. All exposed wood surfaces will be lightly stained or treated with preservatives for longevity and appeal.

Walls will be reminiscent of the types seen historically throughout the eastern Sierra, using indigenous rock as a key material. Intersections and key places may be highlighted with attractive stone walls. Street signs or neighborhood identification signs may be integrated into walls.

**Lighting** - Lighting may be provided with landscape uplights on vegetation and pedestrian-scale bollards. Where necessary, along roadways and at intersections, lighting levels should be no more than absolutely required to perform the task for which it is intended (e.g., ambiance, safety).

Lighting levels are important to the overall lighting concept. Lighting is necessary in certain areas. For circulation safety, for functional purposes, and for aesthetics, lighting is often a necessary element. The level of lighting must also be appropriate. In general, lighting levels should be no more than absolutely required to perform the various tasks for which it is intended.

Street lights are required at major intersections (Condition #35). Light standards may be selected from the different types that Sierra Pacific Power Company has available; however, the developer does have the option of selecting different fixtures. Lights may be used as low-level accents for intersection signage and associated landscaping. Uplights to trees around intersections will be flush mounted. Signs should be lit from the ground, backlit, or a combination. Light spillage onto adjacent properties is discouraged.

Around the golf, tennis and swim center, lights in parking lots may be mounted on 25-30 foot tall poles for pedestrian and vehicle safety. The style, color, and type of light will be coordinated with the intersection lights. Entry areas and walkways may be lit with landscape lights and bollards less than 48 inches in height. Tennis court lights will use cut-off style sports lights to limit light spill over onto adjacent property. The multi-purpose sports fields adjacent to the pool/tennis center will not be lit since lighted fields are available at the nearby South Valleys Sports Complex.

The entry at Thomas Creek and the bridge structure may be lit to a level that allows for safe driving and turning movements. The gatehouse will have overhead downlights for driver and license plate identification. Trees surrounding the entry will be uplit and some 'twinkle' style lights may be used.

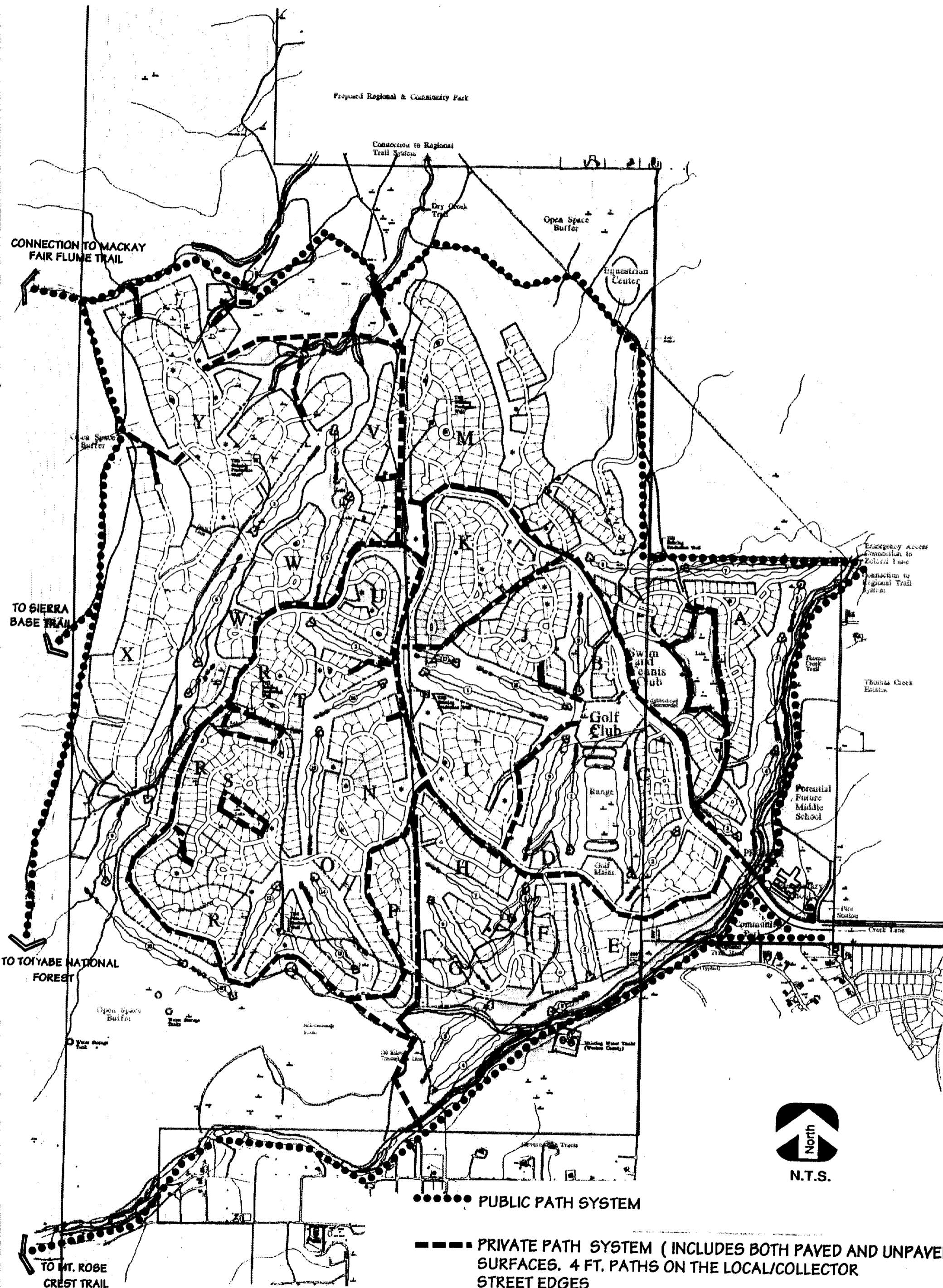
Lighting within the neighborhood park will be minimal with a downlight below the shade shelter and an electrical receptacle provided. Field lighting is not desired because of the neighborhood function of the park and the close proximity to existing homes.

**Signs** - Community signing includes project entries, elementary school, neighborhood park, neighborhood entries, street signs, and signs around the golf and tennis club. The intent is to keep all signs along roadways low, at the eye level of the motorist. Community and neighborhood signs will be integrated with entry monoliths. The sign wall will have native exterior fascia. Sign lettering will be a metal attached to a smooth concrete backing or a cast concrete, mortared into place in the rock veneer.

Street signs for the roads and minor activity areas, such as sports fields, will be accomplished with metal or wood signs mounted on specially-designed posts, consistent with overall community design themes. Where possible, signs will be incorporated into low walls at entry points. Landscaping in front and to the sides of these signs will be kept low to avoid visual obstructions.

**Trails** - The proposed public trail system is consistent with the county's master plan for this park district. Figure 2-7 shows the trail system through the project. Regional public trails are proposed along Thomas Creek for access to the Mt.

Proposed Regional & Community Park



..... PUBLIC PATH SYSTEM

----- PRIVATE PATH SYSTEM (INCLUDES BOTH PAVED AND UNPAVED SURFACES. 4 FT. PATHS ON THE LOCAL/COLLECTOR STREET EDGES)



N.T.S.

PUBLIC AND PRIVATE TRAIL SYSTEM

Rose Crest Trail and around the northern portion of the project for access to the MacKay Fair Flume Trail and the U.S.F.S. parcel in Section 11. Both trails provide access to the Sierra Base Trail, which eventually ties into the Hunter Lake Trail. Portions of the Sierra Base Trail are located on U.S.F.S. property and other portions, especially near Dry Creek, are located on project property. It may be necessary to relocate portions of the existing trail because of golf course and residential development near Dry Creek.

Two trail types are proposed for the development -- private and public. Private trails connect residential units to the various project amenities such as the golf/tennis center, schools, neighborhood park, and open space. The trails also lead to the exterior public trail system and regional destinations well beyond the project boundary. In compliance with the Conditions of Approval (i.e., Condition #23), a schematic pedestrian circulation plan of the private trail system is shown in Figure 2-7.

Public trails connect existing residential neighborhoods to destinations such as Mt. Rose, Hunter Lake, and the MacKay Fair Flume Trail. These connections will ensure that public access to public lands to the west is not cut off. The trailhead at the neighborhood park allows for 25-car and 5-truck/trailer parking spaces. Some overnight parking will likely occur, especially for equestrian users whose destinations are sometimes many miles from the trailhead.

The private trails within the street rights-of-way are shown on the street sections in Figures 2-10 through 2-13. On the minor arterial, an 8-foot wide asphalt meandering path is proposed, with a transition to a 6-foot wide sidewalk beyond the entry gate. Both paths will follow the maximum proposed road gradient of 9 percent. The 8-foot width is intended to be multi-purpose -- bicycle, pedestrians, in-line skating, etc. A level dirt/gravel shoulder width of 2 feet will be provided for emergency pull-off. (Refer to Figure 2-8.)

Private trails outside of the street right-of-way consist of both primary and secondary types. Primary trails connect high use areas with residential units. A 4 to 6-foot wide asphalt trail is proposed, with a proposed sustained running slope of 5 percent. Rest areas will be provided every 1000 feet, consisting of a level pad outside of the path travel surface. Secondary trails connect residential



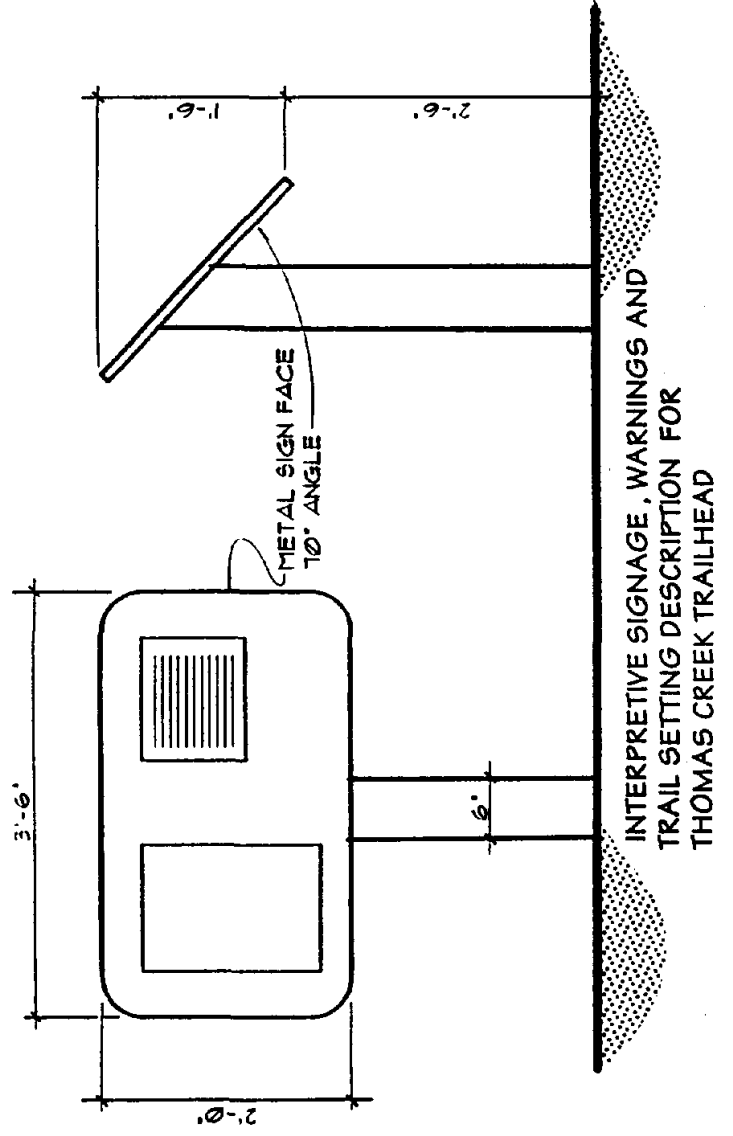
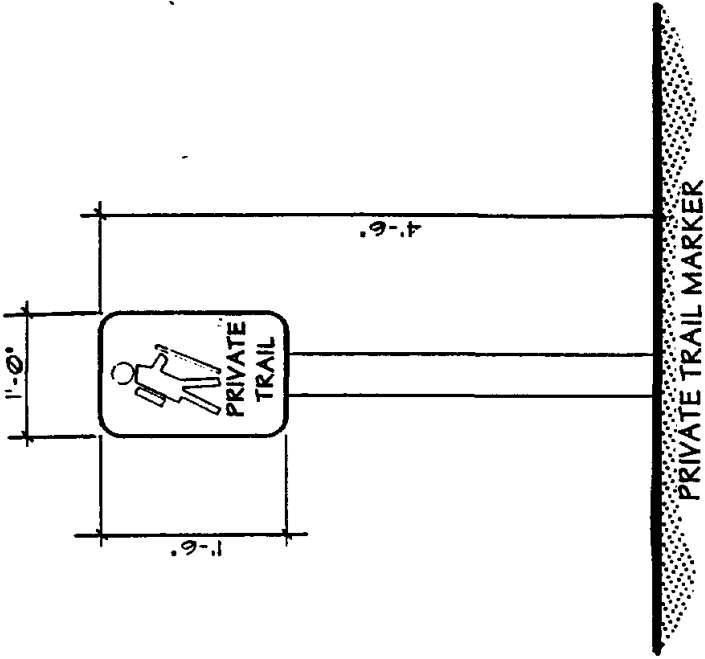
areas together and also extend to the public regional trail system. A 4 to 6-foot wide packed gravel or decomposed granite trail is proposed, with a sustained running slope of 5 percent and rest areas every 1000 feet maximum. Maximum grades in outlying areas will be held below 10 percent wherever practicable.

Public trails will be constructed and maintained by Washoe County. The developer is not responsible for public trails. Specifications for public trails may be varied by Washoe County. Based on current County standards, the following guidelines apply: wherever practicable, minimum trail width will be 36 inches clear. Grade is proposed to be a maximum of 10 percent for safety and to minimize erosion potential. Some level changes will be required in the Thomas Creek drainage and steeper slopes in the northwest corner of the site. Trail surfacing will probably be compacted dirt, with some small wooden creek/swale crossings as required. Pull-outs for horse-bicycle encounters will be provided along the way, especially where trail site distance is minimal. Vertical height clearance on the site is not a problem due to lack of trees everywhere but along portions of Thomas Creek.

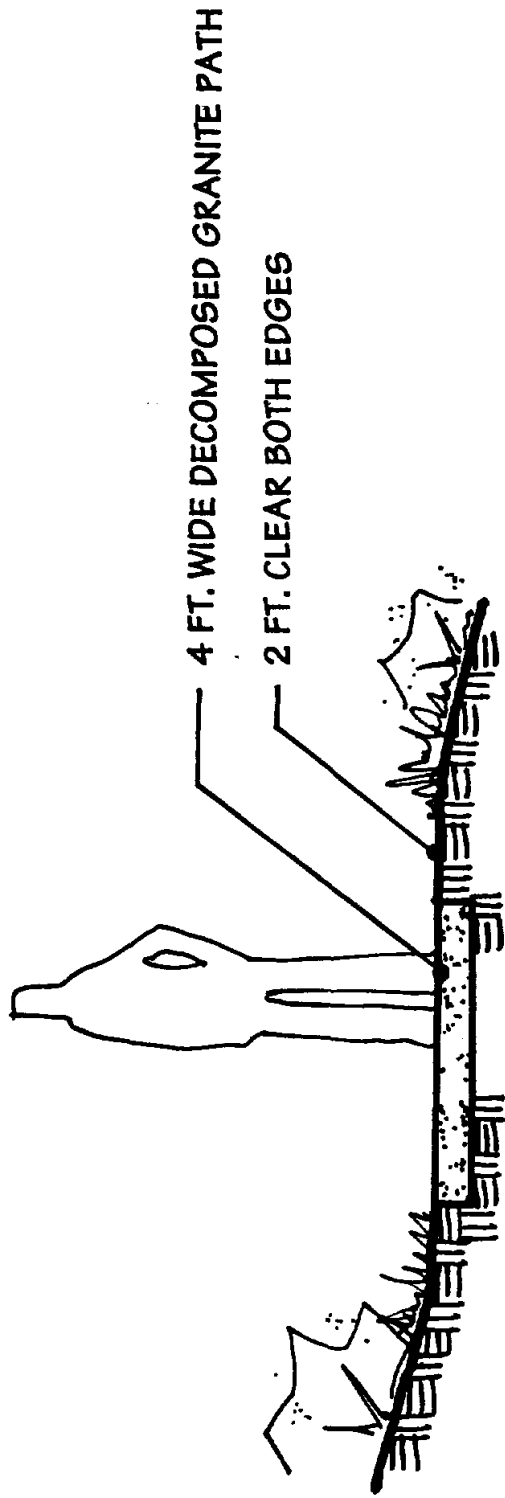
Trail Signs - Figure 2-9 shows proposed signs for the public trail system. Signs will be located at trail heads and at other public access points. They are intended to help people determine if the primitive trail is within their level of ability. A regional map will also be displayed, along with warnings for snakes and drinking untreated water. At public/private trail crossings a small sign denoting the private trail will be installed. Public trail signs shall be constructed and maintained by Washoe County.

### Street and Median Guidelines

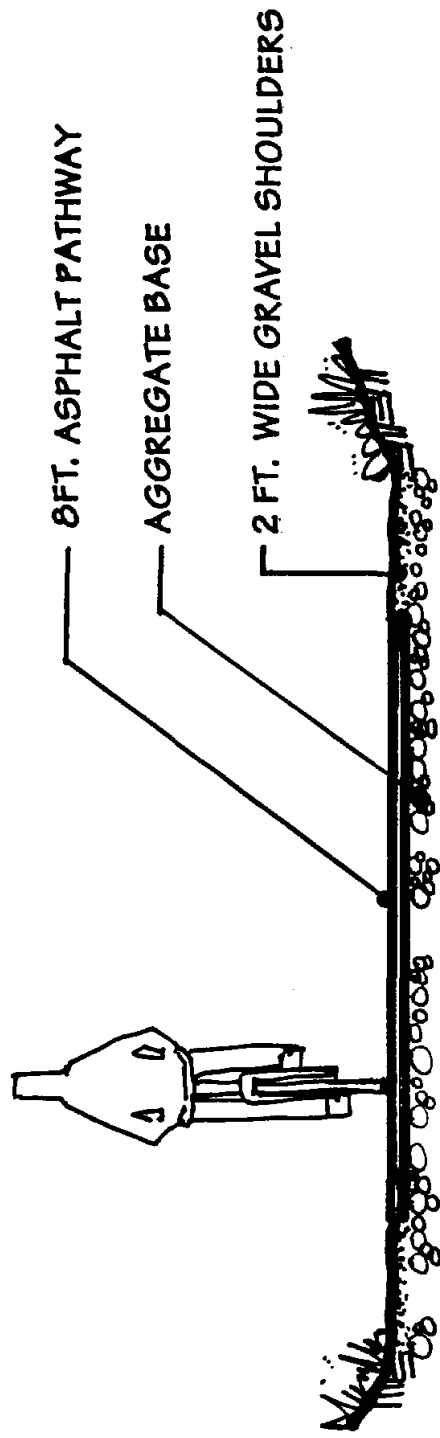
The roadway sections proposed for Southwest Pointe are shown in Figures 2-10 through 2-13. The street sections vary from a divided minor arterial at the entrance to small lightly traveled rural streets. The developer is responsible for construction of the public minor arterial to the project entrance where it becomes a private road. Washoe County is responsible for maintenance of the public roadway. Past that point, all roads are private and the developer is responsible for construction and maintenance until that responsibility is transferred to the Homeowners' Association. The developer is also responsible for installation and



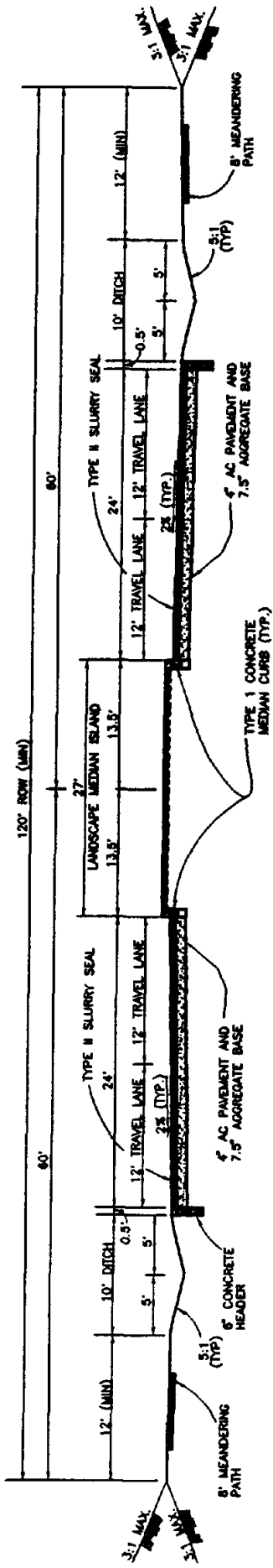
TRAIL SIGNAGE



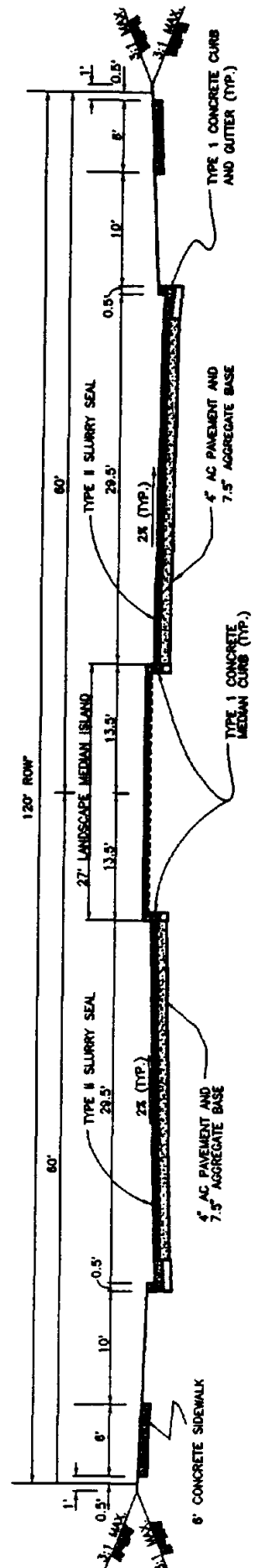
WALKING / JOGGING PATH



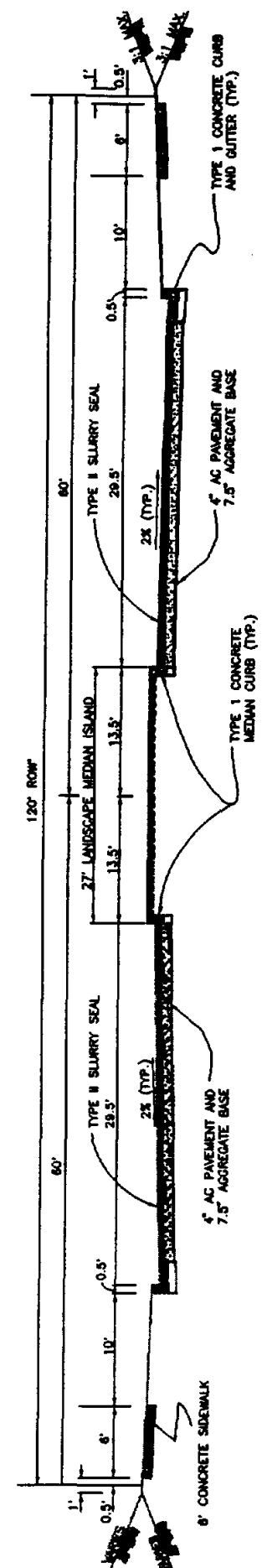
MULTI-PURPOSE PATH



**E** 120' ROW (MINOR ARTERIAL, PRIVATE, ADT = 10,800 MAX.)



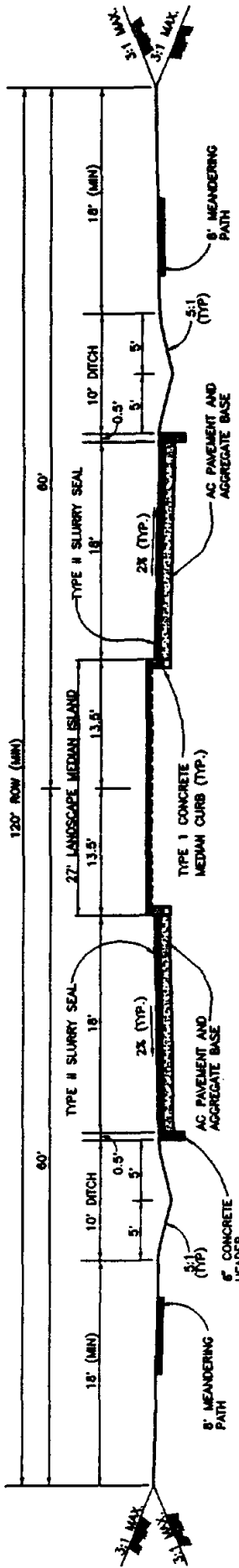
**F** 120' ROW (MINOR ARTERIAL, PUBLIC, ADT = 10,800 MAX.)



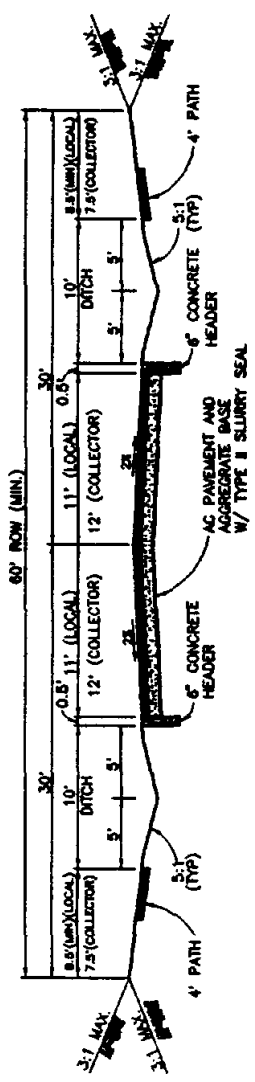
**G** 120' ROW (MINOR ARTERIAL, PUBLIC, ADT = 10,800 MAX.)

**MINOR ARTERIALS**

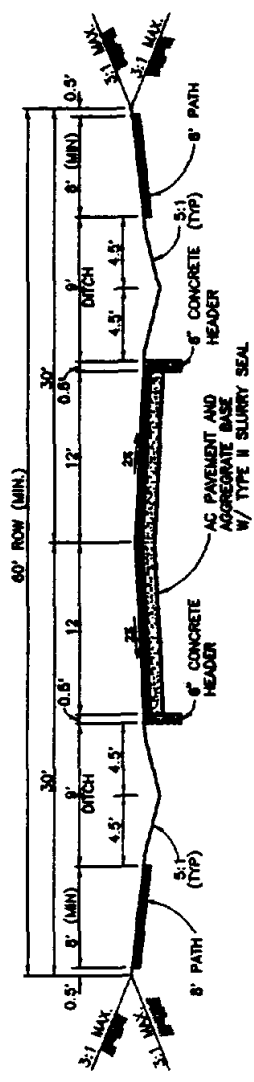
**TYPICAL SECTION**  
 120' ROW (MINOR ARTERIAL, PUBLIC, ADT = 10,800 MAX.)  
 HALF STREET IMPROVEMENTS



**D** **TYPICAL SECTION**  
**120' ROW (COLLECTOR, PRIVATE, ADT = 9,000 MAX.)**

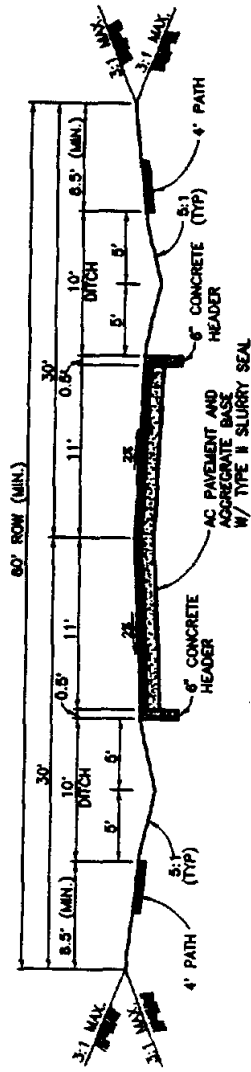


**B** **TYPICAL SECTION**  
**1** **60' ROW (LOCAL, PRIVATE, ADT = 200 TO 500)**  
**60' ROW (COLLECTOR, PRIVATE, ADT = 500 TO 2,000)**

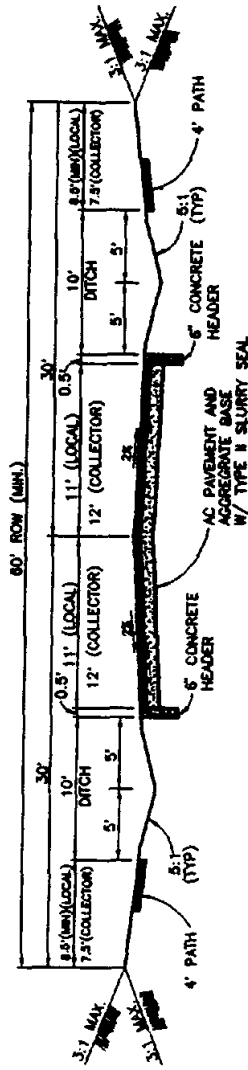


**C** **TYPICAL SECTION**  
**1** **60' ROW (COLLECTOR, PRIVATE, ADT = 2,000 TO 8,000)**

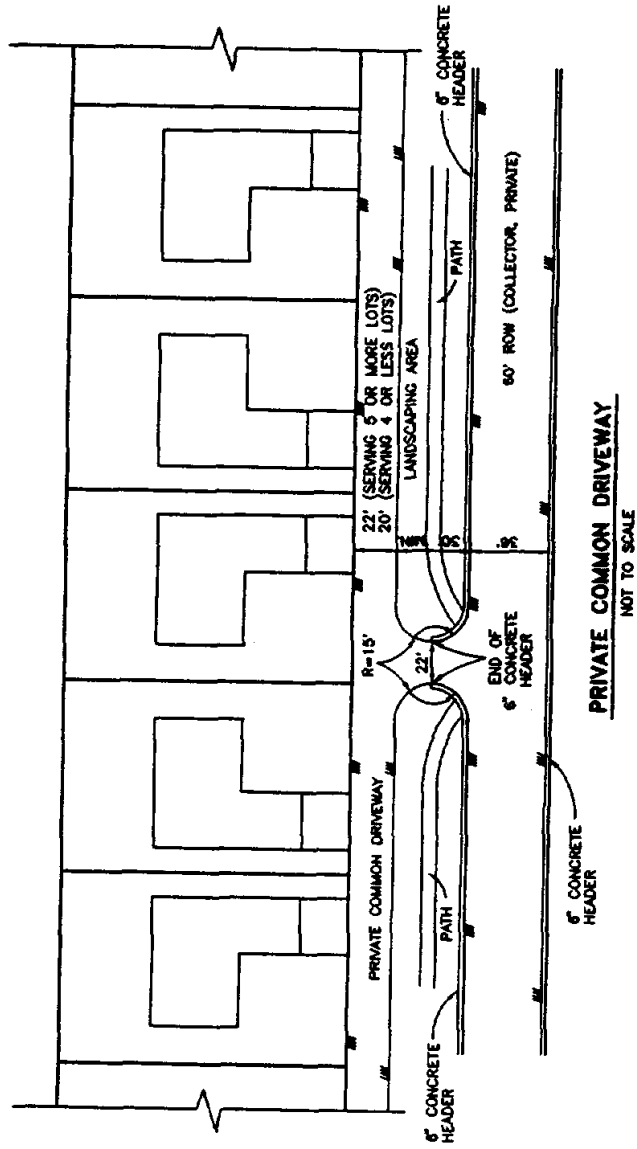
**COLLECTOR STREETS**



**TYPICAL SECTION**  
 60' ROW (LOCAL, PRIVATE, ADT = 200 MAX.)



**TYPICAL SECTION**  
 60' ROW (LOCAL, PRIVATE, ADT = 200 TO 500)  
 60' ROW (COLLECTOR, PRIVATE, ADT = 500 TO 2,000)



PRIVATE COMMON DRIVEWAY  
 NOT TO SCALE

# COMMON DRIVEWAYS

maintenance of all median landscaping and all landscaping along the edge of the minor arterial and collector streets. Maintenance of the landscaping and irrigation systems will initially be the responsibility of Southwest Pointe Partners or its successor until that responsibility is transferred to the Homeowners' Association. The Lot Developer or individual homeowner will be responsible for the installation, irrigation, and maintenance of all street right-of-way landscaping in front of individual lots fronting along private common driveways, rural streets, and local streets.

Roads will be constructed with a minimum 2 percent crown or cross section to maintain proper drainage. Maximum grade of landscaped areas within the street right-of-way will be 3 to 1. Vertical alignments of streets will be chosen to minimize cuts and fills. Pavement and base sections will be determined in accordance with the recommendations of the geotechnical engineer and Washoe County. All utilities will be placed underground.

Minor Arterial (Public or Private) - Whites Creek Lane from Thomas Creek Road to the bridge is a public road. From the bridge to the first intersection, Whites Creek Lane is classified as a private, minor arterial. The approved public and private street sections are shown in Figure 2-10. The private street will have an 120-foot minimum right-of-way with a 27-foot median, a 24 foot roadway section on either side of the median, and an 8-foot wide meandering asphalt path on both sides. A concrete header is proposed at the edge of pavement. No parking, except for emergencies, will be allowed.

Street trees will be planted between the meandering paths and street edge in an informal pattern of both deciduous and evergreen trees. Specimen-size trees will be used around the gate house. Near the project entry, a massing of evergreen trees on both sides of the street will focus views to the creek and slow down traffic as the street section transitions to a narrower pavement width. Median trees will be vertical and upright with no overhanging branches. Ground covers and shrubs will be kept low with an informal massing pattern to eventually cover most exposed ground. Flower and foliage color will be emphasized. Around intersection project signage, small irrigated lawn and annuals/wildflowers will be planted for a "high sierra" seasonal color.



From Thomas Creek Road to the project site, landscaping and irrigation will be installed by Southwest Pointe Partners or its successor. Landscaping along this section of roadway may consist mostly of shrubs, groundcovers, boulders, and only a few trees so that the residents of Saddlehorn do not have their views of Reno obscured.

**Collector Streets** - The street sections for collector streets are shown in Figure 2-11. From the first intersection to the golf and tennis club, a 120 foot right-of-way is shown. The roadside ditch serves a dual purpose -- snow storage and drainage. Residential driveway access will be allowed, but minimized. Landscaping along this section of roadway will continue the treatment used along the minor arterial.

Past the golf and tennis club, the road narrows to a 60-foot right-of-way with a 24-foot pavement width. (This street section is used in all locations where the average daily traffic ranges from 500 to 8000 ADT.) Either an 8-foot or a 4-foot path or gravel shoulder are shown on both sides, depending on the anticipated average daily traffic. Paths may not be constructed if alternate locations for pedestrian paths are shown on the Pedestrian Circulation Plan. Where necessary, a 12-foot, left-turn lane will be constructed at intersections. A concrete header with a roadside ditch is proposed. A minimum number of residential driveway access will be permitted. No parking, except for emergencies, will be permitted.

The landscaping within the right-of-way will continue to be informal with a combination of deciduous and evergreen trees massed in irregular patterns to simulate a natural forest pattern. Beyond the Swim and Tennis Club and Golf Club entrances, the landscape will transition to a more arid, "high desert" palette of shrubs and ground cover. Irrigation for plant material will be installed and maintained as a part of the common areas. In disturbed areas and along roadside ditches, erosion control grasses and wildflowers will be seeded to minimize erosion and provide seasonal color.

In neighborhoods with lots of 1/2 acre or less, the planting concept will consist of street trees planted in a regular pattern, to be selected from a list of approved tree species with heights under 25-30' at maturity in order to preserve off-site

views toward Reno. The intent is to provide summer shade and visual continuity within denser neighborhoods, but in such a way that the street tree pattern is not visibly intrusive because of the tree's height, form or seasonal color.

**Local Streets** - Local streets provide access within the individual neighborhoods. (Refer to the street sections in Figure 2-12.) A 60-foot right-of-way is shown, with a minimum pavement width of 22 feet, and a 4-foot wide path or gravel shoulder on both sides. Paths may not be constructed if alternate locations are shown on the Pedestrian Circulation Plan. A concrete header with a roadside ditch is proposed. No parking, except for emergencies, will be permitted. Landscaping and irrigation along local streets will be the responsibility of the Lot Developer or the individual homeowner. Landscaping must be reviewed and approved by the Architectural and Landscape Control Committee.

**Rural Streets** - Rural streets also provide access within individual neighborhoods. As shown in Figure 2-12, rural streets have a minimum 60-foot right-of-way, with a 22-foot pavement width. A concrete header with a roadside ditch is proposed for both snow storage and drainage. No parking, except for emergencies, will be permitted. Landscaping and irrigation along rural streets will be the responsibility of the Lot Developer or the individual homeowner. Landscaping must be reviewed and approved by the Architectural and Landscape Control Committee.

**Common Driveways** - Private, common driveways are used in a few locations where a small group of homes is proposed along collector streets. As shown in Figure 2-13, when a common driveway serves no more than 4 lots, the pavement width is 20 feet. When 5 or more lots are proposed, the pavement widens to 22 feet. No on street parking, except for emergencies, is permitted. Off street parking bays in common area will be constructed by the developer. To maintain consistency, landscaping in the area between the collector street and the common driveway will be the responsibility of the developer.

## Community Buildings

**Golf Clubhouse** - The Golf Clubhouse is intended to function as a recreation and social center for Southwest Pointe. The Clubhouse is located to maximize views of the two golf courses, Mt. Rose/Slide Mountain, the lights of the City of Reno plus the surrounding hills and valley below. The Clubhouse sits on an elevated plateau creating a strong visual impression as a community building. (Refer to Figure 2-14.)

The Golf Clubhouse will provide functional support to the public golf operation, including pro shop, bag storage, cart storage and dressing rooms. The building's basement will house the storage and service spaces, and the upper floor will house the different food and beverage spaces plus the pro shop. The dining spaces will be able to accommodate community functions plus special events, such as weddings or parties. The lower floor is mostly below grade as a basement to reduce the overall building height so the building does not dominate the site.

The exterior of the building has a native stone facade at the lower level so that the building appears to grow up from the ground and be visually connected to the site. Other building features, such as columns and chimneys at the upper floor, may also have native stone veneer. Other Clubhouse exterior materials include stucco-appearing walls with some wood trim for accent and metal roofing. The roofing color may be of a weathered copper patina, sage green or another natural landscape color to blend in with the natural environment. The stucco color is intended to be earthtone. Some exterior material color selections will be of other natural colors for subtle accents.

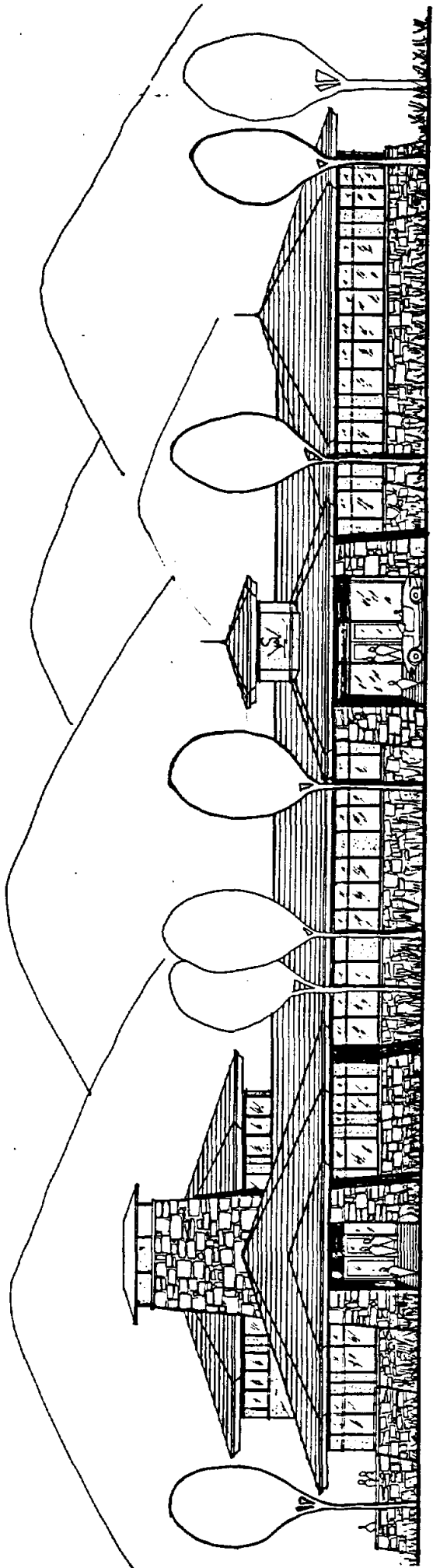
**Swim and Tennis Club** - The Swim and Tennis Club is intended to provide an additional recreation activity center within Southwest Pointe and will house different exercise spaces indoors plus outdoor tennis and swimming. (Refer to Figure 2-15.) Dressing facilities, snack bar, and administration activities will also be indoors.

The Swim and Tennis Club will be oriented around a town square courtyard opposite the driveway entrance to the Golf Clubhouse. Both driveway entrances will be visually enhanced with landscape medians and decorative streetscape

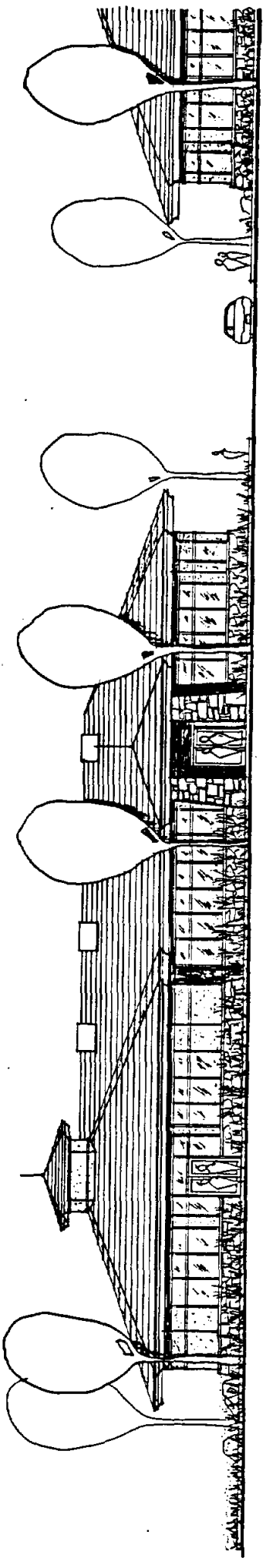
materials. The outdoor swimming area, as well as some of the tennis courts, will be lighted for evening use. The exterior design of the Swim and Tennis Club will be compatible to the Golf Clubhouse and other community buildings. (Refer to Figure 2-16.)

**Commercial Village** - A maximum 20,000 sq. ft. neighborhood retail and support services complex may be constructed adjacent to the Swim and Tennis Club around the town square. (Refer to Figure 2-15.) It is anticipated that retail uses may consist of a small market, video store; and services may include a beauty salon, travel agency, and real estate office. The one-story commercial building exterior will be of materials, forms, and colors that match the Swim and Tennis Club and are compatible with other community buildings.

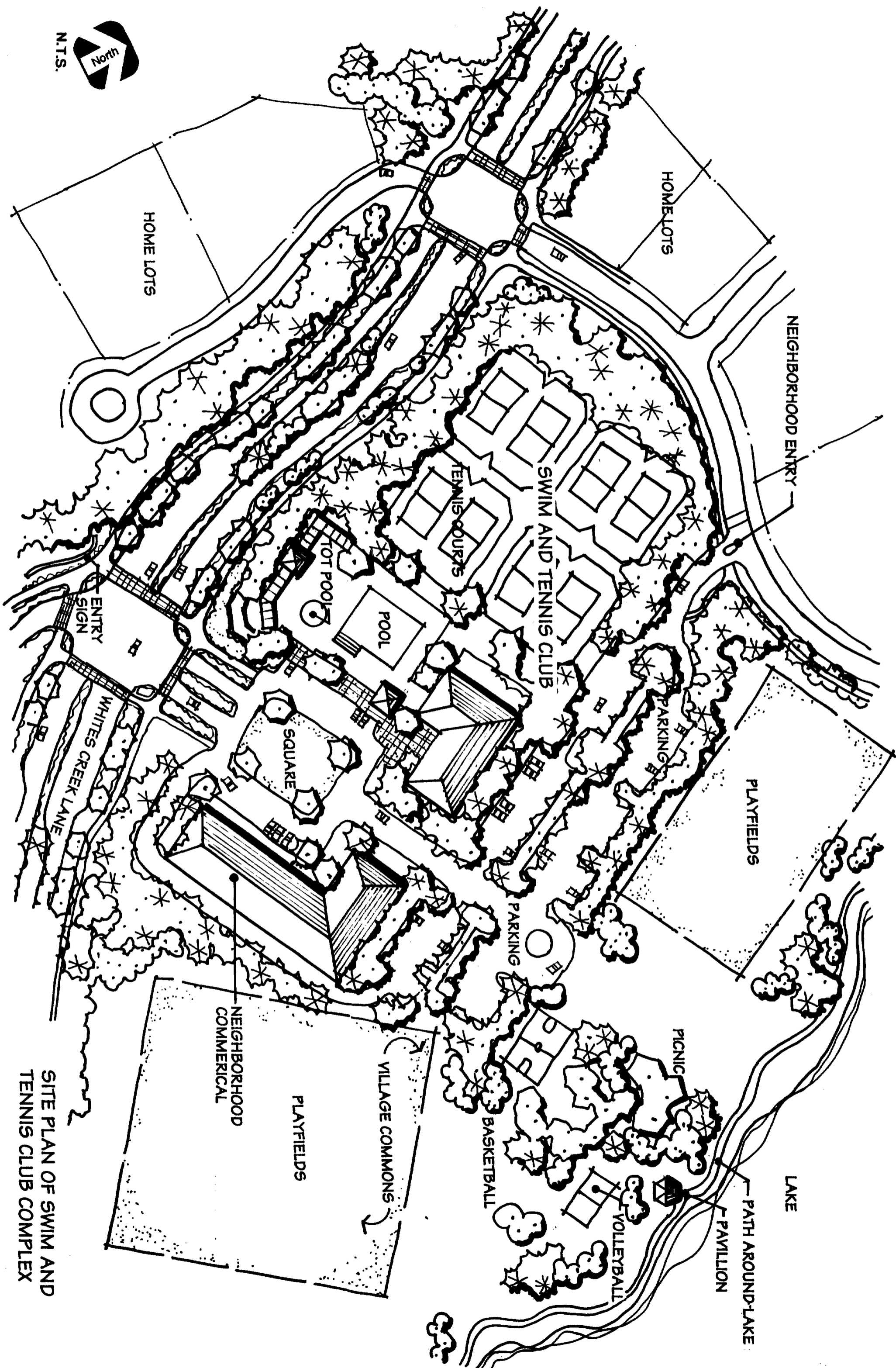
**Fire Station** - A site shall be set aside by the developer on which the Nevada Division of Forestry may construct and operate a two-bay fire station for regional fire protection. The fire station will be located before the entry, and is proposed to have building materials compatible to the other community buildings.



GOLF CLUBHOUSE



SWIM AND TENNIS CLUB



SITE PLAN OF SWIM AND TENNIS CLUB COMPLEX

### III. SITE DEVELOPMENT GUIDELINES

The purpose of the site development guidelines is to present methods for integrating homes into the natural setting through sensitive design. These guidelines are intended to apply to individual residences; whereas, the guidelines presented in the previous chapter apply to community buildings and other features.

#### Building Setbacks

Each residential lot will have building setbacks that define where and how structures can be built. The underlying objective is to encourage articulated building forms, one- and two-story massing, unobstructed views, privacy, and varied setback on the street, golf course, and between residences.

The minimum setback and yard dimensions are described below:

<u>Lot Size</u>	<u>Front Yard</u>	<u>Side Yard</u>	<u>Back Yard</u>
1 acre +	30'	12'	30'
1/2 acre +	25'*	10'	20'
12,000 sq. ft.	20'	8'	20'

\* Reduced to 20' with side-entry garage.

Projections, such as chimneys, covered porches, decks, roof overhangs, canopies, eaves, or other similar architectural features may extend into a required side, front, or back yard setback not to exceed 2 feet. Some lots may have varying setbacks which relate to unusual property features and geometry and these will be specified by the Residential Lot Declarations.



Setbacks from potentially active fault traces have been recommended by the geotechnical engineers. The fault traces that were trenched and staked are judged to be fault traces having relatively high risk of ground rupture during an earthquake. Buildings for human occupancy should not be sited over these faults and a setback is recommended for each side of the fault. The setbacks for each surveyed fault are shown on the site plan and will be identified on tentative and final maps.

### Minimum Lot Width

All residential lots shall comply with the following minimum average width requirements: 1 acre and larger lot, 150 feet; 1/2 acre to under 1-acre lots, 100 feet; and 12,000 square foot lots, 80 feet.

### Grading, Drainage, and Erosion Control

The placement of the home, driveway, and other site elements should minimize disruption of the natural topography as much as possible. Where grading is required, the slopes should be gently rounded to blend into the natural contours of the ground. Site grading should also complement and reinforce the architectural and landscape character by screening undesirable views of parking and storage areas and by helping to reduce the perceived height and mass of the architecture. Wherever practicable, re-graded slopes should not exceed 3 to 1. Geotechnical considerations may allow a steeper slope.

The individual lot purchaser or builder will present drawings to the ALCC for review that are creative and sensitive as to the individual footprint, setting on the lot, and natural grade. The builder/architect is encouraged to minimize the amount of grading on each lot. This same concept should be carried forth in the design of the hardscape and landscape areas adjacent to the building structure. Every effort should be made to achieve a final design which fits the shape of the lot and the land around it.

The control of water run-off and potential erosion should be a consideration both during construction and in the final design of the home site. Natural surface drainage patterns should be preserved whenever possible. Avoid concentrating surface drainage to reduce the erosion potential.

The preservation of existing vegetation cover minimizes the potential for erosion. Construction equipment should be limited to areas intended for specific site improvements in order to minimize damage to existing vegetative cover. Revegetation and erosion control are also discussed in Chapter V, Landscape Design Guidelines.

Dust control methods will comply with the requirements of the Washoe County District Health Department, Air Quality Management. A detailed dust control plan must be prepared prior to issuance of a grading permit for the golf course or approval of a final map (Condition #45). The dust control plan will address phased grading and stabilization methods including revegetation, application of palliatives, street cleaning, and dust controls on any storage piles located on the site.

### Driveways and Parking

To create a streetscape that blends with the rural setting, driveway widths should be minimized. Maximum paved driveway width outside of the building envelope is 12 feet. Slopes on driveways should generally not exceed 14 percent except in special cases. Provide culverts for driveways that cross landscaped drainage swales. Circular drives are only allowed in 1 acre lots.

Large expanses of asphalt or gravel are discouraged, as are large areas of untextured and uncolored concrete. Unpaved parking areas are discouraged. The visual impacts of paved areas can be reduced by tucking them into the topography and landscape.

On-street parking is prohibited throughout Southwest Pointe. Each lot must provide off-street guest parking to accommodate two cars. Additionally, the Conditions of Approval (Condition #40) require that guest parking be provided

within 500 feet of home that have lots ranging in size between 12,000 square feet and 1/2 acre. One space shall be provided for every three homes. The parking areas shall be evenly distributed to avoid large paved areas and shall be shown on the tentative map.

### Auxiliary Structures and Site Utilities

Auxiliary structures, such as gazebos, utility sheds, etc., must be designed in a manner that harmonizes with the main structure. Plans for such structures must be submitted to the ALCC for review and approval.

All solar and mechanical equipment must be screened. All utility meters and appliances must also be screened. Trash and utility areas should be located to avoid direct views from streets or adjacent properties. These areas should be enclosed with fencing or screens that match residential architectural detailing and materials.

### Fences and Walls

Appropriate design and placement of fences and walls on residential lots is important in maintaining a high quality, rural atmosphere. It is essential that the materials, patterns and textures complement the surrounding architecture wherever possible.

No residential fence or wall will exceed 6 feet in height. When a change in elevation occurs, the wall or fence should be stepped in equal intervals. Plant materials or berming will be used to soften a continuous wall or fence. Lot perimeter fencing is allowed. Where the lot abuts the golf course, the perimeter fencing near the golf course must be consistent with the community fencing. (Refer to Community Design Guidelines, Chapter II.) Colors should complement the environment and match other architectural features. Use of darker earth tones is encouraged, with all exposed surfaces finished. All fencing must be submitted to the ALCC for review and approval.

Special consideration will be taken when installing walls so as not to obstruct views from adjacent homes. Any privacy walls and fences will be installed by the homeowner or builder and maintained by the homeowner.

When retaining walls are necessary, they should become an integral part of the design, not an afterthought. The use of several 2 or 3 foot high walls rather than a single taller wall is encouraged. Not only should the retaining walls be designed with careful consideration for strength and provisions for surface and underground drainage, but they should be configured to sensitively fit with the natural terrain and be constructed or faced with materials that blend with the setting.

Freestanding walls are appropriate when used as an extension of the residence, to define key outdoor spaces, and to protect from climatic extremes. Wall materials should be consistent with the architectural style of the house.

### Exterior Lighting

All exterior lighting must be approved by the Architectural and Landscape Control Committee. Homeowners are encouraged to utilize landscape lighting -- to subtly highlight unique architectural features, trees, and focal landscape areas. Lighting levels should also be provided which insure safe passage along walks to building entries. Lighting of patio and deck areas to provide for nighttime usage is also allowed.

Landscape lighting should be integrated into the overall design of the site. Downlights can be recessed into arbors and soffits. Ground-mounted landscape bollards may also be used. Pole lights and monoliths with lights greater than 48 inches in height are not allowed. Light sources should not be directly visible. Light trespass and glare onto adjacent properties is not allowed. Lighting should endeavor to highlight special features and use areas rather than a uniform glow across the property.

## Energy Conservation

All residential units shall include site design and building design or construction features and devices which are capable of conserving energy. Measures encouraged in the design of all residential structures are:

- Double glazing
- Size and placement of windows and other major openings shall take into account prevailing breezes during the summer season and protection from stronger winds during the winter season.
- Appropriate design features to deflect sunlight or allow it to enter the residence, depending on seasonal needs.
- Strategically locate and select plant materials in areas adjacent to the residence to reduce temperature buildup and sun penetration during the summer season.

Building construction requires sufficient insulation and insulated glass to meet State of Nevada energy standards. Other building construction energy conservation features are encouraged, such as high efficiency mechanical equipment, high efficiency glass (non reflective), etc.

## IV. ARCHITECTURAL DESIGN GUIDELINES

### Residential Design Character

The Guidelines seek to establish a community-wide theme for Southwest Pointe that transcends individual property boundaries. Consistent with the Community Design Character described in Chapter II, the Residential Design Character is intended to be respectful of and harmonize with the existing natural and newly created site environment. Building materials, forms, and colors shall be natural in character to blend into and complement the Southwest Pointe character.

The residential design intent is to encourage a variety of residential styles and to encourage creativity and diversity within the community. Creativity will allow for compatibility of golf course homes to the golf course, and compatibility of the hillside homes to the surrounding open space, as an example.

### Building Form, Mass, And Proportions

Residential structures shall employ forms, massing and proportional detailing that relates to the predominantly horizontal context of the upland range. Low forms are encouraged to not compete with the horizontal context. Two-story structures shall have at least 50 percent of the facade appear as a low, one-story structure in height, this suggests the middle of the structure be two story with one-story portions around it. This creates a vertically stepped facade from ground up to one-story, up to two story, and back down. The stepped facade emphasizes the horizontal and appears more organic than tall, two story high wall planes.

Simple, yet bold, roof dominated forms will also emphasize the horizontal features and minimize the appearance of the vertical ways. Hipped roofs are encouraged with a few accent gables as opposed to all gables or shed type roofs.

Wall planes shall also be stepped horizontally (or articulated) with offsets to break up long walls and to create shadows and shading to subdue long wall planes. Covered porches and trellises are also encouraged to create shadows and shading, including heat gain and glare reduction by shading windows and walls. Patios with porches and trellises extend the indoor living space from indoors to the outdoors.

Stepped building forms and the elements of the forms shall be carefully composed in an integrated manner with consideration given to overall, three dimensional proportions as well as the proportions of the individual architectural elements.

### Architectural Elements

Roofing - Roof surfaces shall have a strong texture, like the natural landscaping with one color to blend with the natural backdrop.

Roofing materials shall be fire resistant. Approved roofing materials consist of slate, concrete shakes, fiber cement shakes/shingles, 40-year fiberglass composition shingles, and metal roofing with ribs or shingles and without exposed fasteners. Wood shake or shingle roofs are not permitted.

Roof elements, such as skylights, exposed vents/flues and metal, shall be colored to match or blend in with the roofing. No exposed rooftop solar panels are permitted.

Walls - Wall surfaces shall be selected for durability, weather and fire resistance, minimum maintenance plus compatibility with the regional character and building style. Besides articulation, wall texture creates more attractive wall surfaces. The use of wall trim can add accent to wall surfaces, if employed correctly. Contrasting wall and trim colors are not encouraged. Approved wall surfaces consist of stone veneer, brick, stucco and wood siding.

**Windows and Doors** - The arrangement, location, size, shape, and relationship of window and door openings shall be composed in an orderly and proportional manner on all exterior facades. Continuity of window and door style shall be considered on all facades as well as within individual facades.

**Chimneys** - Chimneys are an important design element and shall be located and sized to be proportional to the overall building composition. All above roof fireplace flues shall have a chimney enclosure of no less than 2 feet by 5 feet. Stone and brick chimneys are encouraged.

### **Exterior Materials And Colors**

The composition of different exterior materials and colors shall be carefully selected and designed to insure compatibility to the building style and regional character. The use of many different materials and colors should be discouraged so that the building form is emphasized. General continuity of exterior materials at different exterior facades is required, although subtle variation from building to building is encouraged. The glass color shall be selected for shading, ultraviolet control and compatibility with other materials. No reflective glass is permitted. Intense and glossy colors are not permitted.

### **Garages And Accessory Structures**

Detached garages and guest houses are permitted only on lots 1 acre or larger in size. As a general rule, other accessory structures are not permitted. These structures may be separated from the residence; however, a connection is required. The connection shall be a trellis arbor, or another overhead element.

Small accessory structures, such as a remote spa trellis or other landscape type elements, may be detached if approved by the ALCC.



## Miscellaneous

**Antennas** - All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired to accommodate cable reception. Satellite "dish" antennas are allowed only if adequately screened and not visible from surrounding areas.

**Awnings and Patio Covers** - Awnings and patio covers, if used, must be of solid color canvas within the approved color palette. Fiberglass or sheetmetal awnings are not permitted.

**Gutters and Downspouts** - All gutters and downspouts must be a color to blend into the building back drop, and downspouts shall be located to be least visible.

**Utility Service and Meters** - All utility service shall be underground with no exposure. All utility meters required to be exposed shall be either located to be not visible or enclosed in a cover box compatible with the building siding and as approved by the utility company. Meters shall be recessed in walls with no exposed conduit.

**Mechanical Equipment** - No exposed mechanical equipment is permitted. All exterior mechanical equipment, including solar panels, condensing units, etc. must be screened from view.

**Signs** - Exterior signs other than house numbers are prohibited. During construction or sale, one (1) approved construction/sales sign may be placed in front of each homesite. Real estate sales/listing information must be placed on a panel of the sign just as contractor's or architect's information would be. Additional freestanding signs, "snipes," banners, flags, etc. are prohibited. Political signs, within reason, are excepted from this prohibition.

## Energy Conservation

Southwest Pointe will have all locally available public utilities for energy as well as being very conducive to passive solar access for natural heating to conserve energy. Passive solar access requires consideration of building orientation and

window locations. Window locations should also be chosen to capture breezes for natural ventilation and cross ventilation within the structure for energy conservation.

Solar shading should also be considered for prevention of excessive heat gain, particularly in the summer and from the westly afternoon sun. Exterior shading devices include roof overhangs, trellises and patio covers. Plant material selection may help control solar access, such as deciduous trees for winter access and summer shading.

Building construction requires sufficient insulation and insulated glass to meet State of Nevada energy standards. Other building construction energy conservation features are encouraged, such as high efficiency mechanical equipment, high efficiency glass (not reflective), etc.

## V. LANDSCAPE DESIGN GUIDELINES

### Landscape Design Character

Landscaping will play a significant role in establishing the character of Southwest Pointe. These landscape guidelines are intended to enhance the character and quality of the community established by the architectural guidelines. The open space system responds to site conditions and creates a visual framework for the entire project. Neighborhood entries and roadway landscaping will reinforce the overall landscape themes which permeate the site and establish a "sense of place" within Southwest Pointe. Also contributing to the overall community identity are other consistent landscape elements such as walls, fences, lighting, signage, and paving.

In addition to providing exciting and challenging play, the golf courses have been carefully situated along the creeks, adjacent to major roads, and routed to take advantage of the panoramic views from the property. The courses have been planned to incorporate manicured lawns for the tees, fairways, and greens with transition landscaping to enhance the beauty of the adjacent native vegetation through contrasts in color and texture. Through careful planning, the golf courses and the entire Southwest Pointe community have been gently blended into the natural environment.

### Landscaping - Common Areas

Landscaping in common areas will be the responsibility of the developer. The intent of landscaping within the project site is both aesthetic and functional. The development will fit the local terrain and environment without looking out of character for northern Nevada (e.g., short grasses, muted grays and sage green colors of shrubs, with evergreens in clustered areas). At the same time, it is important that the landscape create a sense of arrival at the entry and a strong visual unity throughout the project. This will be accomplished through landscaping and consistent signage, walls, fencing, etc.

**Common Area Landscape Guidelines** - The following guidelines apply to common area landscaping:

- The landscape palette is informal and natural, combining the best characteristics of the high desert natural landscape. Native shrubs and ground cover will be massed in groups of a single species, used in combinations that provide contrasting colors, textures and forms in a broad-brushed approach to landscape design. Trees will be massed in naturalistic groupings of a single species, an interplay of evergreens, and contrasting deciduous trees.
- Drought-tolerant, low-maintenance plantings will be used.
- Screening of parking areas, utility enclosures, service yards, and hillsides will be done with evergreen trees and shrubs.
- A variety of plant sizes will be used, with specimen trees at central focal points such as the project entry and street intersections.
- Irrigation systems must be automatic, with a controller and valves. Drip systems will be utilized instead of above-ground spray heads in planter areas. The use of a central control irrigation system on the golf course will facilitate the use of satellite controllers in common areas. This will allow all controller programming from a central source at the clubhouse.
- Shrubs and trees that deer do not prefer will be planted, although deer and especially rabbits will eat almost any plant if hungry enough and during the time when plants are putting on new tender growth.
- Plantings will contain a combination of fast, medium, and slow growth rate types. Eventually the slow growth plants will dominate the landscape, being more disease free and less prone to wind breakage.
- The use of lawn will be restricted to key focal points such as entry locations.
- Future landscape plans in common areas must be consistent with county requirements and approved by the Architectural and Landscape Control Committee. The plant materials list in this Handbook will be followed for planting selection.

- Exposing native rock outcroppings and boulder groupings during grading operations will enhance the overall landscape theme. Ideally, boulders should have at least one third of their total size buried in the ground. This gives rock a more permanent and natural look rather than just setting them on top of the ground. Boulder size will be a minimum 3 foot diameter, with groupings rather than scattered rock.

### Landscaping - Private Yards

All visible areas of yards not hardscaped must be landscaped in an acceptable form -- either natural, with ornamental plantings, or with both. Landscaping plans for individual residences will be reviewed and approved by the Architectural and Landscape Control Committee. Homeowners purchasing builder products will have up to 6 months to install private landscaping after close of escrow without a penalty. Homeowners purchasing custom lots will have up to 6 months after receiving occupancy permits on their residences to install private landscaping without a penalty. The following guidelines have been created to provide homeowners, architects, designers, and landscapers a reference point from which to develop individual landscape plans. These guidelines may be amended from time to time by the review committee based on comments and suggestions from designers and homeowners.

Private Yard Guidelines - The following guidelines apply to landscaping in private yards:

- All plant materials selected should be suitable for the climate, soil conditions, and theme of the community. (Refer to Table A-1 in the appendix for a list of recommended plants.)
- Landscape planting palettes should be simple and kept to a limited number of plant materials.
- Plantings should be done in masses or groupings of a single species to avoid complexity.

- Landscape plantings should provide for effective screening of cars, utility enclosures, or any visually undesirable element or structure.
- Planting selections should strive to maximize color during all four seasons.
- All landscaped areas must have an automatic irrigation system, preferable designed by a Landscape Architect or irrigation consultant to ensure efficient water usage.
- Group plants with similar water requirements.

**Front Yard Landscaping** - The following guidelines apply to front yard landscaping:

- "Gravel gardens" are prohibited.
- All visible areas of yard not hardscaped, or in decking must be landscaped in an acceptable form.
- Front yards shall be planted with a combination of trees, shrubs, and ground cover or lawn. All lawns shall be sod and cover no more than 20 percent of the total landscape area.
- Except where previously installed by the developer, at least three trees shall be planted in the street right-of-way adjacent to the front of each 1-acre and 1/2-acre residential lot and at least two trees shall be planted in the street right-of-way adjacent to the front of each 12,000 square foot residential lot.
- At least five additional trees shall be planted per front yard on 1-acre lots, three trees per front yard on 1/2-acre lots, and two trees per front yard on 12,000 square foot lots. Groupings of vertical trees are encouraged.

**Side and Rear Yard Landscaping** - The following guidelines apply to side and rear yard landscaping:

- Side yard planting is encouraged to create a sense of privacy between adjacent homes.
- Rear yard planting can provide shade and privacy, define outdoor spaces, and frame views. Care must be taken, however, in planting trees and tall shrubs so as not to obstruct views from adjacent lots to the golf course and mountains. Final placement of all rear yard trees is subject to approval by the Architectural and Landscape Control Committee.

## Maintenance

Common Areas - Landscape, fencing, walls, irrigation systems, etc. installed by the developer will be maintained in a healthy and operational condition and will eventually be transferred to the Homeowners Association, which will then assume maintenance responsibility. Landscape maintenance will primarily consist of weeding, spraying pre- and post-emergents, insect control, pruning, plant replacement and irrigation system winterizing/repair. Drip irrigation lines will require flushing to remove debris so that emitters do not clog.

Open space and private trail maintenance will include trash pick-up, erosion control, re-surfacing trails, and upkeep of signage. (Washoe County will be responsible for any maintenance activities required on open space that is under their control.) Paved walks will require re-seeding and eventually resurfacing the asphalt. Related fencing will need board replacement and re-staining/re-sealing wood members.

Private Yards - The intent of maintenance standards for private yards is to keep the entire project up to high standards. Homeowners will be responsible for maintenance of their own lots. If the required front yard trees should die, they will need immediate replacement with trees of the same size and species. Property owners will also be responsible for maintaining landscaping along the right-of-ways of local and rural streets with direct lot frontage.

## Revegetation and Erosion Control

Revegetation is the process that involves seeds and small plants, fertilization, and soil stabilization once vegetation becomes established. It is one part of the overall erosion control process. Most often the best erosion control is a combination of structural or mechanical land revegetation. Once the ground is disturbed during construction, it is important to revegetate areas to be kept as open space as quickly as possible to minimize wind and water erosion on the soil. Typically, fast-growing annuals and perennials are installed for both short- and long-term stabilization.

**Timing** - The developer will follow the typical Washoe-Storey Conservation District and District Health Department guidelines for disturbed areas. A dust palliative will be applied to areas left undeveloped more than 30 days and a seed mix applied for areas left undeveloped more than 90 days. The preferred season for revegetation without irrigation is early spring after the ground softens. Late fall after the first snow is also acceptable. The developer may elect to seed between the preferred seasons with some supplemental irrigation from a water truck or temporary irrigation.

**Clearing Limits** - Areas to be cleared for development or cut/filled will be surveyed and staked so that equipment can be confined to those disturbed portions only. The objective is to save as much native vegetation within the development as possible for the open space between residential units. Clearing will be done on a phasing schedule as the development proceeds. The exception is the golf course, which will be graded and built in 9- or 18-hole increments.

**Seeding Methods** - Seeding will take place on open areas and slopes 3 to 1 and flatter. Slopes not accessible by drilling machines will either be hydroseeded or seeded with a mechanical broadcaster and raked by hand. Drilling is the preferred method since germination is generally the highest. Hydroseeding will be accomplished in a two step process. Seeding will take place on roughened soil with 30 percent mulch and then blowing the remaining 70 percent of the mulch on top of the seed. This ensures better seed/soil contact.

**Seeding Mixes** - One of the goals is to blend the development into the existing on-site environment. To accomplish this, a seed mix that matches the existing plant material is desired. Since the majority of the open space will not have permanent irrigation, the plants need to survive on rain or snow fall. A combination of woody plants (shrubs) and grasses are proposed for the mix. Also proposed are grindings from existing plants that are cleared. Since the seeds are already acclimated to the site, germination is usually very high. Plants to avoid seeding are those with a high fuel production that create a hazard for wildfires.



A general recommended seed mix is proposed in Table 5-1. More specific seed mixes will be developed during construction based on exposure, seeding timing, soil type, and degree of slope. Since the site is so large, seeding rates will need to be adjusted based on the above factors.

Three to four different grass and shrub types are recommended for a thicker and quicker cover. The wheat grasses are all fire resistant for use near residential units.

Table 5-1  
**General Seed Mix**  
 (in non-irrigated areas)

Common Name	lbs/acre of pure live seed
Indian Ricegrass	2
Fourwing Saltbush	4
Big Sagebrush	2
Great Basin Wildrye	2
Siberian Wheatgrass	4
Canbys Bluegrass	1
Annual Ryegrass	5
Palmer penstemon	1/4
Blue Flax	1/4
Shadescale	4
Total:	24.5 lbs/acre

In areas where drip irrigation is available, such as along roadways and around the golf course, trees and shrubs will be added to the above seed mix from Table A-1 (list of recommended plants). A variety of container sizes will be used, from tube packs to #5 cans, to provide a more natural appearance. Most woody plants are transplanted because of rodent predation to seeds. Larger shrubs and trees will also help stabilized slopes with their larger root mass. New plants will be mulched in the basins to conserve water and reduce weed competition around the root zone.

**Fertilization** - Fertilization will be added to the soils before seeding or during shrub/tree transplanting. Typical recommendations for low fertility sites call for 40 to 80 pounds of nitrogen, 50 to 75 pounds of phosphorous, and 50 pounds of potash per acre incorporated into the seed bed. For shrubs and trees, slow release plant tablets will be added to the planting pit during transplanting.

**Mulching** - Mulching provides a protective layer to help establish plants quicker. It also cools the soil, prevents soil crusting, keeps weed growth down and conserves water around the plant itself. For seeding, a hydromulch made of a wood product will be added to slopes where applicable. On steeper, longer slopes and drainageways, a wood excelsor blanket will be used with either a paper or plastic net backing. Blankets are unrolled and staked into place using wood pegs.

Flatter areas and slopes will be mulched with straw after seeding and either tackified or punched to keep straw in place. Typical rates are 3000 lbs/acre of clean straw, evenly distributed.

Mulching for shrubs and trees will be a ground bark or wood product. A minimum depth of 3 inches will be added to the watering basin and checked after major storms.

As previously mentioned, a dust palliative will be used to minimize wind erosion on areas left undeveloped more than 30 days. This is only a temporary solution and these areas will need to be re-seeded, since palliatives are tackifiers that reduce soil porosity by forming a soil crust. Foot and vehicle traffic quickly degrade a soil surface, requiring re-application.

All revegetated sites will be inspected by maintenance personnel to repair any gully damage caused by storms, especially during the summer months. Areas of inadequate plant establishment will be re-seeded or re-planted as required. In some areas, temporary chicken wire fencing will be required to prevent rabbit and deer browsing on plants until they are bigger, stronger, and better able to survive on their own.

### Fire Fuel Breaks and Green Belts

The project site is located in a high fire hazard area as identified by the Nevada Division of Forestry. This is due to the occurrence of lightning and strong westerly winds. Fire suppression over a long period of time has resulted in on-site fuel accumulation that will become a problem during a wildfire.

Mitigation is needed to reduce the fire hazards on the site. Proposed mitigation includes careful structure siting, fire hydrants, fuel breaks around structures, the use of fire resistant/retardant plants, ease of access for fire fighting equipment, and the use of appropriate building materials.

The developer will work with the Division of Forestry to locate firebreaks in appropriate locations. Effective fire protection can be achieved with a wide strip (at least 100 feet) of bare ground around structures created by removing the native shrubs and grasses. However, the bare ground is subject to water and wind erosion, besides being aesthetically unacceptable. A better solution is the use of "green belts". A green belt can be defined as a landscaped and irrigated zone between a structure and the brush-covered wildlands that is designed to halt or slow the spread of fire and to control soil erosion and water runoff. (Refer to Figure 5-1.) Requirements in developing such a green belt are as follows:

1. Removal of highly flammable native brush and grasses, especially cheat grass, from around structures for a distance of 30-50 feet. Remove any dead wood in and around shrubs. This zone will consist of grasses, introduced shrubs, and individual trees pruned up off the ground. All plants will have a high-moisture content because of drip or spray irrigation. The sprinkler system will be permanent and on a controller. Included in this zone is a 10 to 20 foot wide area on both sides of the front driveway. Appropriate planting for this zone are native, naturalized and exotic species that gradually blend to the more native zone beyond. Lawns will be kept to a minimum size for water conservation and sprinklered with an overhead automatic spray system.

EXISTING NATIVE VEGETATION - REMOVE DEAD WOOD AND DEBRIS OUT ANOTHER 50-100 FT. WHERE RESIDENTIAL ABUTS OPEN SPACE

THIN BRUSH AND TREES

LIMIT THE AMOUNT OF NATIVE BRUSH TO 20% SITE COVERAGE

REMOVE DEAD BRANCHES AND DEBRIS FOR 100 FT. INTERPLANT WITH ORNAMENTALS WITH A HIGH WATER CONTENT. INSTALL DRIP IRRIGATION SYSTEM

100 FT.

30 FT.

INTENSIVE LANDSCAPE

RESIDENCE

INTRODUCED ADAPTIVE LANDSCAPING - LAWN AND ORNAMENTAL SHRUBS. PRUNE TREES OFF OF THE GROUND. AUTOMATIC SPRAY IRRIGATION SYSTEM FOR HIGH MOISTURE CONTENT.

2. In the 30 - 100 foot zone around the structures, dead woody plants will be removed. Trees and shrubs will be occasionally pruned and "weedy" species eradicated. This landscape zone is intended to coordinate with the requirements for a managed fire break transition zone. Beyond the 100 foot zone, up to 200 feet, the amount of vegetation will be reduced and the most flammable species thinned.
3. Maintenance of the plantings will include weed control, cutting back woody plants, and removal of plant litter and fallen branches. Part of the effectiveness of a green belt lies in minimizing the volume of fuel available. Without proper maintenance, fire-retardant planting can become a fire hazard over time. Irrigation and maintenance schedules will be provided with final plans for the project.
4. The previous green belt conditions will be a part of the CC&Rs with mandatory enforcement. If property owners do not comply with the conditions, the Homeowners' Association will be authorized to contract for maintenance and bill the property owner.

A crucial step in the planning and construction of a green belt is selection of the plants to use. Listed in Table A-2 in the appendix are recommended species with varying degrees of fire retardance that have value for landscaping in green belts. Although a number of broad similarities may exist within the overall project area, it is not possible to make specific site recommendations until fire hazard, soil, topography, and sun exposure are further studied. Plants listed will be coordinated with those listed in the erosion control section of the Handbook. Generally, green belt species will be planted around structures and at the residential perimeter.

It is important that plants from Table A-2 be grouped according to water requirements. Highly drought-tolerant species are often damaged or killed if over-watered. Over watering also forces unwanted growth in the plants and encourages weeds. If two or more species are planted together, it is essential that they have similar water requirements so that they can be watered from the same automatic valve. When an area is irrigated, it should be thoroughly soaked to encourage the roots to grow deeply into the soil. Frequent, light irrigation must be avoided.

## Water Conservation

Water conservation in the Truckee Meadows is a long-term responsibility for all residents, since we live in a desert climate with limited resources. There are many ways to conserve water in the outdoor landscape. Generally, plants will use as much water as a person gives them, so overwatering is the result of owners not realizing proper planting water requirements.

The principals of a relatively recent concept of "Xeriscape" (dry landscape) should be followed in every new development and retrofitted into existing landscapes. The principals are briefly summarized as follows:

- Mulch plantings to keep soil cool and reduce evaporation.
- Plan and design planting/irrigation from a project's beginning.
- Create practical and usable lawn areas of reasonable size and shape.
- Use appropriate plants for the area and group into water zones.
- Improve the soil in the intensive landscape zones with compost or manure.
- Irrigate efficiently with properly designed systems with automatic timers.
- Maintain the landscape appropriately by mowing, pruning and fertilizing properly.

Well done Xeriscape-type designs can typically reduce irrigation water by more than 50 percent, compared with traditional designs dominated by over watering lawns. Over watering can also kill highly drought-tolerant plants and force unwanted growth.

Home buyers in Southwest Pointe will be encouraged to follow the above water conservation methods in their private yard areas within the 30 foot intensive landscape zone surrounding the structure. Lower water bills will be just one of the long term benefits of proper landscaping.

## VI. SERVICES AND FACILITIES

### Water Service

The property is outside the boundary of the South Truckee Meadows General Improvement District/Special Assessment District #18. This property will be developed outside the district; however, all of the potable water facilities on lots will eventually be dedicated to Washoe County. The developer of Southwest Pointe may construct a new water system since there are no existing facilities to accommodate this project. The Southwest Pointe water system may connect to the existing system. Washoe County has drilled several exploratory wells on the property. These wells will be used as the main production wells for the project.

The elevations at which water storage tanks will be located to obtain the proper pressure have been identified and are shown on the site plan. One or two tanks will be located at an elevation of approximately 5,710 feet. A third and smaller tank will be constructed at an elevation of approximately 5,848 feet. The tanks will have a height of approximately 24 feet. The total water storage requirement is between 1.2 and 1.4 million gallons (i.e., 926,500 gallons residential storage, 240,000 gallons commercial storage, and 120,000 gallons per tank residential fire storage). The lower tank(s) would have a storage requirement of 975,000 to 1.2 million gallons. The upper tank will have a capacity of approximately 200,000 gallons. The tanks have been located in a ravine to screen them from view. If additional screening is necessary, landscaping would be installed to the satisfaction of the Department of Development Review.

To serve the two proposed golf courses in Southwest Pointe, as well as the other courses and parks planned in the vicinity, Washoe County proposes to reuse treated wastewater and untreated creek water from the South Truckee Meadows Wastewater Treatment Plant. The Conditions of Approval for Southwest Pointe

(i.e., #77) require the developer to use treated wastewater from the treatment plant. Additionally, as part of the initial construction, the developer will provide the necessary on-site easements needed to construct the infrastructure and, when the treated wastewater or creek water becomes available, the developer will construct the necessary on-site infrastructure.

Water conservation will result by using and managing resources efficiently and effectively. Reducing domestic water usage is an objective for this development. To achieve this objective the following devices and/or programs will be initiated:

- Water conservation devices will be used throughout Southwest Pointe as specified by current county ordinances.
- Water conservation principals for landscaped areas are addressed at the end of Chapter 5.

### Sewer Service

Southwest Pointe will be served by the South Truckee Meadows Wastewater Treatment Plant, and, according to County staff, capacity is available. The plant currently has a capacity of 0.75 million gallons per day (mgd); however, the ultimate capacity is planned to be 6.0 mgd. Based on the number of existing and approved dwelling units within the service area, the current capacity has been allocated. This allocation exists only on paper and would be a problem only if all of the currently approved homes were constructed immediately. According to the county staff, the plant has been designed for expansion, and capacity will be available for this project.

Existing sewer service is only a short distance from Southwest Pointe. A 10-inch line has been extended to Saddlehorn and another 10-inch line serves Southwest Vistas. Because of the topography and site plan, Southwest Pointe will be sewerred to both locations.



### Fire Protection

Fire protection service is intended to be provided by the Nevada Division of Forestry, Sierra Fire Protection District. The closest existing station is Galena Station #2, which is located on the Mt. Rose Highway approximately 2 miles west of the intersection of Mt. Rose and Thomas Creek Road.

Consistent with the Southwest Truckee Meadows Area Plan, a one-acre site for a fire station is proposed near the entrance to Southwest Pointe. The site will be offered for dedication prior to recordation of the first final map. According to NDF staff, the station would be 3,800-4,000 square feet with two bays and living quarters. If constructed, there would be two, full-time employees supported by volunteers.

The entrance to Southwest Pointe may be gated at the point where Whites Creek Lane becomes a private road (i.e., near Thomas Creek). The developer will meet with NDF staff to discuss their needs in order to maintain emergency access. Fire fuel breaks will also be required in many locations and an acceptable design will be developed with NDF staff. Maintenance of the fire fuel breaks will be the responsibility of the individual homeowner or the Homeowners' Association depending on the location.

### Security and Emergency Services

The Washoe County Sheriff's Department is intended to provide police protection service to this site from the main station at 911 Parr Boulevard. There is currently one patrol unit regularly assigned to the area, with an average response time of 10 minutes. The response time in this area will be greatly improved if the Sheriff's Department locates a substation in the community center in the South Valleys Regional Park at the intersection of Whites Creek Lane and Wedge Parkway. The first phase of the park has been constructed. The community center is located in a later phase; therefore, it may be several years before the substation is operational.

The gate house at the entrance to the project may be manned; however, no other private security personnel are planned. During the initial phases of the project, roving security personnel may be used to prevent theft and/or vandalism. The developer will meet with Sheriff's Department staff to discuss their needs in order to maintain emergency access.

### **Private Recreation Amenities**

The two golf courses proposed in this development are contemplated to be a combination of daily fee-public play and membership play. The golf courses will not be owned or controlled by the Homeowners' Association. Notwithstanding the administration of the entry area, so long as either of the golf courses are available for public play, an easement(s) or some other form of vehicular right-of-way shall protect the public's ability to access the golf course.

The swim and tennis facility shall be controlled by the Homeowners' Association and is not contemplated for use by the general public.

### **Financial Assurances for Provision of Services**

Financial assurances for provision of services (e.g., private road maintenance, common area landscaping, private recreation amenities, private drainage facilities and security) shall be provided under the project CC&Rs, which shall provide for funding of these services through assessments and insure collection of assessments through liens on lots.

## VII. SPECIAL CONDITIONS

### Thomas and Dry Creeks

Two creeks cross the property -- Thomas Creek along the southern and eastern edge and Dry Creek through the western and north central portions of the site. The creeks are bordered by riparian vegetation and a wetlands delineation, prepared by Soil Resource Investigations and approved by the Corps of Engineers, has concluded that wetlands exist along both creeks. These areas will be avoided and will remain undisturbed where feasible.

The Conditions of Approval state that a buffer will be provided between the fairways/greens and all creeks (i.e., Condition #55). The setback of the buffer will comply with 100.200 (e) of the Uniform Building Code (i.e., 50 feet from the centerline of drainage area greater than 5,000 acres). A second condition (i.e., Condition #56) requires that a minimum buffer of 50-feet be provided between any structure and riparian vegetation.

At locations where roadways cross the creeks, the intent is to span the creek and leave all delineated wetlands undisturbed. This will be accomplished through the use of railroad flatbed car bridges. Concrete abutments will be constructed on either side of the creek outside the delineated wetlands. The railroad cars will then be placed to "clear span" the creek bed.

### Wildlife

Portions of the project site are located in the winter range of the Loyalton-Truckee deer herd. The herd summers largely at higher elevations and winters in the lower reaches of the Sierra Nevada. Some residential and golf course development is proposed within the winter range; however, there is also a

significant amount of acreage within the winter range that will be left as open space. Some key mule deer winter range habitat has also been identified at the northwest end of Southwest Pointe. For the most part, this area is proposed to be left as open space.

To reduce the impacts of development on the deer herd, the following mitigation measures are proposed:

- Leave open space around the developed area and provide open areas within the development in conjunction with the golf course.
- Seasonal restrictions and/or regulated recreational use in open space areas identified as key mule deer habitat will be enforced. Provisions will be made for these types of restrictions at the time the open space is deeded. (Refer to Open Space Management Plan.)
- Boundary fencing is not proposed.

The staff of the Washoe County Department of Parks and Recreation has also expressed interest in stocking Thomas Creek with fish through the Urban Fisheries Program. To accomplish this work, vehicular access to the creek is necessary. Two locations for vehicular access are proposed -- one is at the neighborhood park and the other is from the maintenance road to the existing water tanks.

### Cultural and Archaeological Resources

All cultural resources issues (ethnographic, historic, and prehistoric) are being managed by personnel of Kautz Environmental Consultants, Inc. of Reno, Nevada. All historic and prehistoric sites in Southwest Pointe have been identified and recommendations regarding their significance have been made, or are currently being made (Hutchins and Kautz 1995, Christensen and Kautz 1995, and Christensen and Burns 1996). Recommendations have been passed to the Nevada State Historic Preservation Office (SHPO) in conformity with the Truckee Meadows Regional Plan: Conservation Element (1991, revised).

A total of 88 archaeological sites have been discovered on project lands of which 70 are prehistoric in age, one is historic, and 17 have components of both historic and prehistoric age. A total of 25 non-significant isolated finds have also been recorded. Nineteen archaeological sites have been recommended as significant and 12 remain unevaluated. The remaining 57 sites are recommended as non-significant resources requiring no further work.

All reports from KEC pertaining to this project have been provided to the Washoe Tribe of Nevada and California and all cultural resource management activities are being arranged through the Tribe's Cultural Resources Coordinator. Already, a valuable and very unusual Native American bas relief effigy located on this land has been donated to the Tribe and, following its removal last year, resides in the Nevada State Museum.

All significant and unevaluated archaeological sites will either be avoided or mitigated during the construction, maintenance, and operation of this project. All mitigation will occur prior to site disturbance, though these activities may be phased in coordination with planned construction.

Prior to mitigation, an Historic Properties Treatment Plan will be submitted to the SHPO, outlining in detail the mitigation procedures to be employed, the precise sample, and the methodological and theoretical framework delineating the inquiry at each site. Following both the acceptance of this plan and completion of the specified fieldwork, construction will begin.

## VIII. DEVELOPMENT PROCESSING

### Relationship to Other Ordinances

The provisions of this Handbook will govern the development of Southwest Pointe. However, where the provisions of the Handbook do not address a specific subject, the provisions of the Washoe County Development Code (Chapter 110) or other ordinances governing the development of land shall prevail, subject to the provisions of the final development agreement.

### Amendments to the Development Standards Handbook

It is anticipated that this Handbook will need to be periodically updated and amended. If modifications are necessary, the Department of Development Review will be notified by letter, stating the changes requested, the reasons for the changes, and the effects of the changes. Minor modifications can be approved at the staff level. The definition of "minor" will be made by the Director of the Department of Development Review. More significant changes must be approved by the Washoe County Design Review Committee.

During the design and construction phase of the project, it will be the responsibility of Southwest Pointe Partners or its successor to initiate the amendment request. This responsibility will eventually be assumed by the Homeowner's Association.

### Approval Process

Design review will be required of each Lot Developer. Southwest Pointe Partners will provide each Lot Developer with a copy of the approved Development Standards Handbook and CC&Rs. These documents should be reviewed carefully by each Lot Developer.

The Architectural and Landscape Control Committee (ALCC) will review all preliminary and final construction drawings for structures and landscaping prior to their submission to Washoe County. The purpose of this initial plan review is to insure compliance with the Development Standards, the CC&Rs, and the overall master plan for Southwest Pointe. Any development plans submitted to Washoe County must be accompanied by verification from the ALCC stating that the plans have been approved by that Committee. Minor variations from the Development Standards may be approved by the ALCC providing that these variation are in conformance with county regulations and the intent of these Development Standards.

Approval by the ALCC does not imply that the plans are in compliance with all applicable county codes, ordinances, or other regulations. Each Lot Developer is responsible for submittal and processing of all plans and permits required by the county prior to the commencement of construction.

#### *Financial Assurances for Development of Property*

Financial assurances for the construction of capital improvements to be dedicated to the County shall be provided as required by Washoe County Code or pursuant to subdivision improvement agreements under tentative maps, subject to the provisions of the final development agreement.

**APPENDIX**



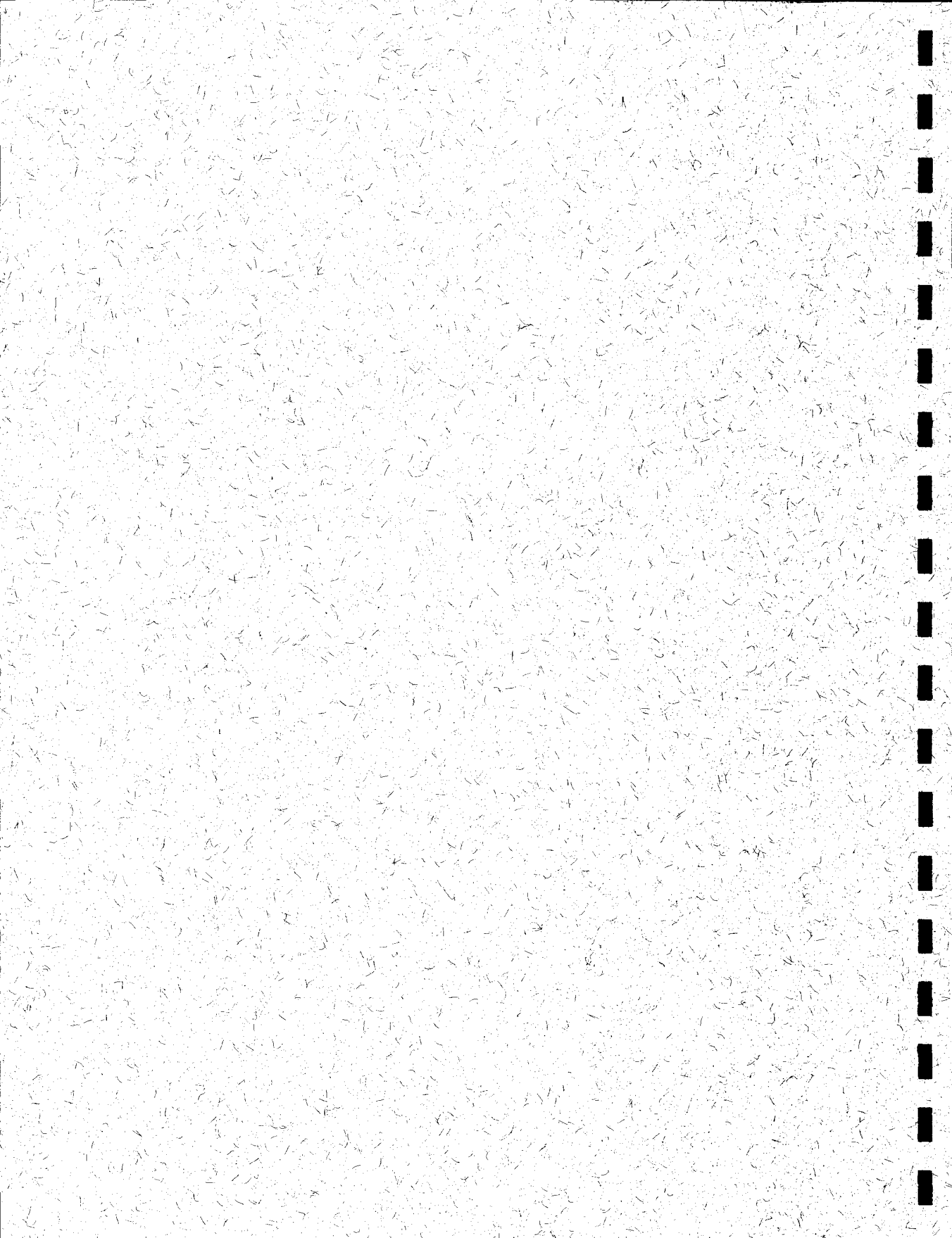


Table A-1  
RECOMMENDED PLANTS

*Special Uses*

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
<b>Deciduous Shrubs</b>						
Cinquefoil	Potentilla fruticosa					
Alpine Current	Ribes alpinum			√		Berries attract birds
Golden Current	Ribes aureum		√	√		Berries attract birds
Siberian Peashrub	Caragana arborescens		√	√		
Redosier Dogwood	Cornus stolonifera			√		Streambank revegetation
Staghorn Sumac	Rhus typhina			√		Good bank cover
Odessa Tamarix	Tamarix odessa		√	√		Spring flowers
Snowberry	Symphoricarpos albus		√	√	√	
Amur Maple (tough)	Acer ginnala					Good fall color
Buffaloberry	Shepherdia argentea		√	√		
Memorial Rose	Rosa wichuraiana				√	Good bank cover
Smoke Tree	Cotinus coggygia	√	√			Interesting flowers
Tartarian Honeyeuckle	Lonicera tatarica		√	√		
Western Chokecherry	Prunus virginiana var. demissa					Berries attract birds
Western Sand Cherry	Prunus besseyi		√	√		Berries attract birds
Sweet Mockorange	Philadelphus coronarius					Fragrant
Nanking Cherry	Prunus tomentosa		√	√		
Smooth Sumac	Rhus glabra		√	√		Good bank cover
Squawbush Sumac	Rhus trilobata		√			
Mentor Barberry	Berberis x mentorensis					
Peking Cotoneaster	Cotoneaster acutifolius					

Table A-1 (Cont.)  
**RECOMMENDED PLANTS**

**Special Uses**

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
<b>Evergreen Shrubs</b>						
Big Sagebrush	<i>Artemesia tridentata</i>	√	√	√		Sierra native
Bitterbrush	<i>Pershia tridentata</i>		√	√		Sierra native
Fourwing Saltbrush	<i>Atriplex canescens</i>	√	√	√		Sierra native
Greenleaf Manzanita	<i>Arctostaphylos patula</i>		√	√		Sierra native
Scotch Broom	<i>Cytisus scoparius</i>	√	√			
Mountain Mahogany	<i>Cercocarpus ledifolius</i>		√	√		For dry sites
Chinese Juniper	<i>Juniperus chinensis</i>	√	√			
Horizontal Juniper	<i>Juniperus horizontalis</i>	√	√	√		
Oregon Grapeholly	<i>Mahonia aquifolium</i>	√				Medicinal berries
Mugo Pine	<i>Pinus mugo</i>	√				
<b>Deciduous Trees</b>						
Amur Maple	<i>Acer ginnala</i>		√			Good fall color
Black Locust	<i>Robinia pseudoacacia</i>		√			Showy flowers
Amur Chokecherry	<i>Prunus maacki</i>					
European White Poplar	<i>Populus alba</i>					Very fast growth
Golden Willow	<i>Salix alba vitellina</i>					
Aspen	<i>Populus tremuloides</i>					Sierra native
Hackberry	<i>Celtis occidentalis</i>		√			Good shade tree
Idaho Locust	<i>Robinia ambigua 'Idahoensis'</i>		√			Showy flowers
Goldenrain Tree	<i>Koelreuteria paniculata</i>		√			Laterns interesting
Russian Olive	<i>Elaeagnus angustifolia</i>		√			Grey green foliage
Western Catalpa	<i>Catalpa speciosa</i>					
White Oak	<i>Quercus alba</i>					Large shade tree

Table A-1 (Cont.)  
**RECOMMENDED PLANTS**

**Special Uses**

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
Bur Oak	<i>Quercus macrocarpa</i>					
Black Locust	<i>Robinia pseudoacacia</i>		√			
Blue Ash	<i>Fraxinus quadrangulata</i>	√	√			
Columnar English Oak	<i>Quercus robur</i> 'Columnaris'					Dark green leaves
<b>Evergreen Trees</b>						
Jeffrey Pine	<i>Pinus jeffreyi</i>	√	√			Sierra native
Ponderosa Pine	<i>Pinus ponderosa</i>	√	√			
Lodgepole Pine	<i>Pinus contorta</i>	√	√			
Rocky Mountain Juniper	<i>Juniperus scopulorum</i>	√	√			Interesting berries
Arizona Cypress	<i>Cupressus arizonica</i>	√	√			
Austrian Black Pine	<i>Pinus nigra</i>					Fast growth
Piñon Pine	<i>Pinus edulis</i>	√	√			
Rocky Mountain Junipers	<i>Juniperus scopulorum</i>	√	√			
Scotch Pine	<i>Pinus sylvestris</i>	√	√			
Singleleaf Piñon Pine	<i>Pinus monophylla</i>	√	√			Nevada state tree
White Fir	<i>Abies concolor</i>	√				Sierra native
Incense Cedar	<i>Calocedrus decurrens</i>	√				Sierra native
Colorado Blue Spruce	<i>Picea pungens glauca</i>	√				Blue color
<b>Ground Covers</b>						
Bearberry	<i>Arctostaphylos uva-ursi</i>	√	√	√	√	Makes a green carpet
Lavendar Cotton	<i>Santolina chamaecyparissus</i>	√	√			Showy flowers
Winter Creeper	<i>Euonymus fortunei</i>					
Snow in Summer	<i>Cerastium tomentosum</i>	√	√		√	Invasive
Periwinkle	<i>Vinca major</i>				√	Invasive
Brooms	<i>Genista spp.</i>	√	√		√	

Table A-1 (Cont.)  
**RECOMMENDED PLANTS**

**Special Use**

Common Name	Botanical Name	Deer Resistant	Drought Tolerant	Revegetation	Erosion Control	Remarks
Hall's Japanese Honeysuckle	Lonicera japonica 'Halliana'				√	Fragrant flowers
Potentilla	Potentilla verna					
Virginia Creeper	Parthenocissus quinquefolia				√	Good fall color Invasive
Wolly Yarrow	Achillea tomentosa		√			
<b>Grasses and Erosion Control</b>						
Fairway Crested Wheatgrass	Agropyron cristatum				√	
Siberian Wheatgrass	Agropyron sibericum				√	
Western Wheatgrass	Agropyron smithii				√	
Thickspike Wheatgrass	Agropyron dasystachyum				√	
'Covar' Sheep Fescue	Festuca ovina 'Covar'				√	
Tall Wheatgrass	Agropyron elongatum				√	
Indian Ricegrass	Aryzopsis hymenoides				√	
Sand Dropseed	Sporobolus cryptandrus				√	
Alkali Sacaton	Sporobolus airoides				√	

Table A-2  
**RECOMMENDED PLANTS FOR LANDSCAPED GREEN BELTS**  
 IN THE 30'-100' FIRE BREAK TRANSITION ZONE

Species	Drought Tolerance	Erosion Control (30-60° Slope)	Growth Height	Mature Height (Inches)	Scale of Use
<i>Achillea tomentosa</i> Wooly Yarrow	Fair		Very Spreading	to 12	Small
<i>Atriplex gardneri</i> Gardner's Saltbush	Excellent	++	Semi Upright	12-18	Medium
<i>Atriplex semibaccata</i> Creeping Australian Saltbush	Excellent	++	Semi Upright	to 12	Large
<i>Cerastium tomentosum</i> Snow in Summer	Good		Spreading	4-6	Medium
<i>Euonymus fortunei</i> var. <i>radicans</i> Common Winter Creeper	Fair-Good	+	Very Spreading	18-24	Medium
<i>Potentilla verna</i> Spring Cinquefoil	Good	+	Spreading	3-6	Medium
<i>Santolina virens</i> Green Lavender Cotton	Excellent	++	Upright	18-24	Large
<i>Santolina chamaecyparissus</i> Lavender Cotton	Excellent	++	Upright	18-24	Large
<i>Vinca major</i> Periwinkle	Good	++	Very Spreading	18-24	Large
<i>Arctostaphylos uva-ursi</i> Bearberry	Excellent	++	Spreading	to 12	Large
<i>Hedera helix</i> English Ivy	Poor	++	Very Spreading	to 12	Large
<i>Hypericum calycinum</i> Aaron's Beard	Good	++	Upright	12-15	Medium - Large
<i>Ceanothus prostratus</i> Squaw Carpet	Excellent	++	Spreading	2-6	Medium

Footnotes for Table A-2

**Drought Tolerance:** Excellent - Little supplemental water needed during the dry season  
Very Good - Occasional watering needed 2-4 times during the dry season.  
Good - Requires moderate water (about once a month during dry season)  
Fair - Requires watering every 2-3 weeks.  
Poor - Needs frequent watering (every week to 10 days or more)

The above applies to established plants. Newly planted areas will require substantially more water.

**Erosion Control:** Each species is evaluated as to whether it is good (++), fair (+), or not recommended for steeper slopes (30-60°).

**Growth Habit:** Very Spreading - Trailing stems or creeping along the ground.  
Spreading - Stems grow horizontally for short distances.  
Semi Upright - Plants grow more or less vertically and forming clumps.  
Upright - Plants distinctly vertical with little lateral spreading.

**Scale of Use:** Small - Best suited as a small-scale ground cover (limit use to a few hundred square feet)  
Medium - Good ground cover for medium sized areas.  
Large - Large area ground cover

# OPEN SPACE MANAGEMENT PLAN

Prepared for:  
Southwest Pointe Partners Ltd.

Prepared by:  
CFA, Inc.

June 1996

*Approved*  
6/21/96

*Wes*  
6/4/96

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## Open Space Management Plan

This plan has been prepared to comply with the Conditions of Approval for Southwest Pointe (Case No. DA9-1-93). Specifically, the following conditions are relevant:

28. Prior to the approval of the final development agreement, an open space management plan and map shall be prepared that specifies the ownership of open spaces, type of uses allowed, phasing of open space dedication, phasing of trail construction and who is responsible for maintenance. This plan shall address the provisions of Section 110.408.45 of the Development Code. Common areas shall be maintained by the homeowner's association and provisions be made for perpetual funding for maintenance. Prior to approval of the final development agreement, a government entity (e.g., United States Forest Service, Washoe County Parks Department, etc.) or a non-profit organization (e.g., Washoe Parks Foundation) shall be identified that will accept the dedication of the open space buffers identified on the Concept Plan, which consists of approximately 1,500 acres.
29. The final development agreement shall include a provision for public open space that prohibits the sale of any open space without the consent of Washoe County.
30. A minimum 10-acre public park site shall be offered for dedication to the county. A sketch plan will be included in the final development agreement. The final park design shall be mutually agreeable to the county and the developer. The developer will construct the recreational facilities in the park and then be reimbursed for the cost of the construction from the Residential Construction Tax. The responsibility of park maintenance shall be negotiated by the developer and Washoe County prior to the approval of the final development agreement.
31. The developer will work together with staff from the Department of Parks and Recreation to locate the proposed regional public trails to the satisfaction of Washoe County and the developer.

This Open Space Management Plan has been prepared to address these conditions. This document was approved by Karen Mullen, Assistant Director of the Washoe County Department of Parks and Recreation. (Refer to attached letter.)

## **Neighborhood Park**

A neighborhood park is planned near the entrance to Southwest Pointe. As shown in Figure 1, the park will be constructed on the south side of Whites Creek Lane and on the east side of Thomas Creek. If the Washoe County Parks Commission and the Board of County Commissioners will allow the developer to construct the park pursuant to a construction and dedication agreement acceptable to the county and the developer, then the park will be dedicated to Washoe County after the improvements have been completed; however, the land will be placed in escrow prior to commencement of construction. Southwest Pointe Partners or its successor will be reimbursed for the cost of the improvements from fees collected in Southwest Pointe from the Residential Construction Tax. All funds collected from the Residential Construction Tax from this project will be dedicated to reimbursement of the developer to the extent of the costs incurred, subject to the limitations of NRS Chapter 27B.

It is important to ensure that recreational facilities are developed in a time frame that coincides with the demands created by development. A construction agreement will be negotiated and construction on the neighborhood park will commence at approximately the time of issuance of the 400<sup>th</sup> building permit and the park will be completed prior to issuance of the 650<sup>th</sup> building permit. Southwest Pointe Partners or its successor will be responsible for preparing a parcel map or final map to create the park parcel.

A conceptual plan of the park is presented in Figure 1. The park is located on the east side of Thomas Creek and on the south side of Whites Creek Lane. This segment of Whites Creek Lane is a public road. The park consists of approximately 15 acres. The area to the east is generally undeveloped with the developed portion of the park located on the western half of the site to take

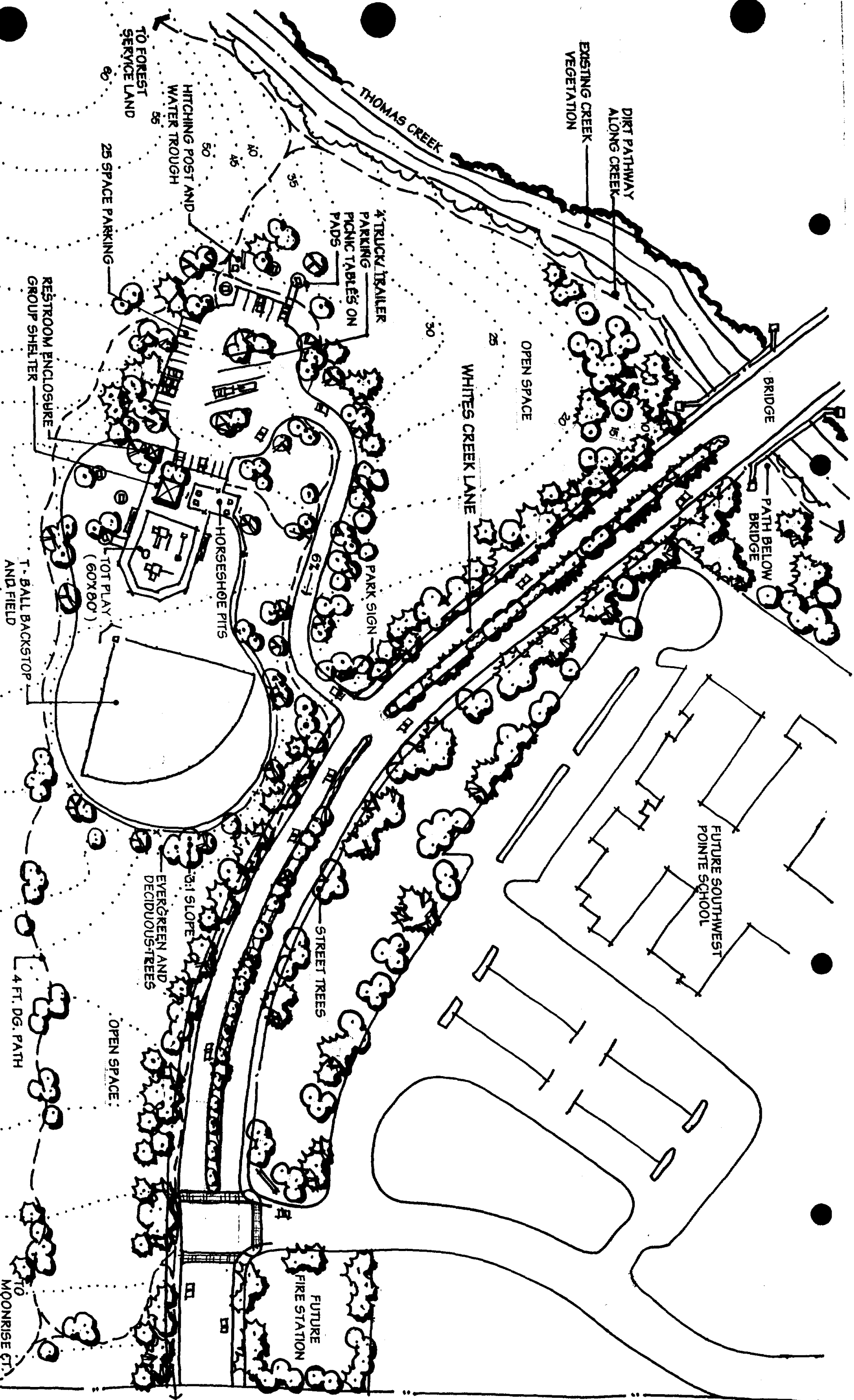


FIGURE 1  
 WASHOE COUNTY NEIGHBORHOOD PARK AT EAST ENTRY - 15 ACRES

SCALE: 1" = 100'

advantage of the creekside location. Proposed facilities include a children's play area, "T" ball field, landscaped areas, trail head, parking areas (for passenger vehicles and truck/trailers), paths, and individual and group picnic areas. The "T" ball backstop is proposed for the lawn area, with 4-foot tall fencing along the perimeter. A hitching post and water trough are proposed for horses entering the regional trail system along Thomas Creek. The ball field will not be lit since lighted fields are available at the nearby South Valleys Regional Sports Complex. These facilities have been identified after meetings with the staff of the Washoe County Parks and Recreation Department.

Washoe County will be responsible for maintenance of the park once it has been dedicated to the county. Since the park is located along the main entrance road into Southwest Pointe, the landscaping along Whites Creek Lane and transitioning into Thomas Creek will be embellished beyond what is typically found in county parks. The Department of Parks and Recreation has agreed to maintain the landscaping that will be installed along Whites Creek Lane within the boundary of the park.

## **Multi-Purpose Trails**

The proposed public trail system is shown in Figure 2 and is consistent with Washoe County's master plan for this park district. Public trails are proposed along Thomas Creek for access to the Mt. Rose Crest Trail and trailhead and around the northern portion of the project for access to the MacKay Fair Flume Trail and the U.S.F.S. parcel in Section 11, which is proposed for a future community or regional park. Both trails provide access to the Sierra Base Trail, which eventually ties into the Hunter Lake Trail. Portions of the Sierra Base Trail are located on U.S.F.S. property and other portions, especially near Dry Creek, are located on Southwest Pointe. It will be necessary to relocate portions of the existing dirt road because of golf course and residential development along Dry Creek. In total, approximately 6 miles of public trails are proposed. In addition to the trails mentioned above, the Department of Parks and Recreation anticipates linking Whites Creek and Thomas Creek with a trail.

MATCH LINE

Proposed Regional & Community Trail  
TO REGIONAL TRAIL SYSTEM

Connection to Regional Trail System

MATCH LINE

TO MACKAY FAIR PLUME TRAIL

TO SIERRA BASE TRAIL

TO ZOLLEZZI LN.

TO TOIYABE NATIONAL FOREST

THOMAS CREEK

TO MT. ROBE CREST TRAIL



NTS

# SOUTHWEST POINTE

FIGURE 2  
PUBLIC TRAIL SYSTEM

*Handwritten signature and date:*  
6/12/96

A system of internal private trails that connect to the public trails will be developed, and the location will be determined by the internal street system and/or parcelization. Southwest Pointe Partners or their successor will be responsible for construction and maintenance of all private trails.

Access to the public trail system will be available at several locations. The only access point with public parking will be at the neighborhood park, which will include the trailhead and parking areas. Access for individuals without vehicles is available from Whites Creek Lane, Zolezzi Lane, the neighborhood park, and the future regional or community park in Section 11. Motorized vehicles will be prohibited. The trails will be available for use by hikers, bicyclists, pedestrians, and equestrians.

The public trails will be constructed in the open space around Southwest Pointe. The trails will be located in a manner acceptable to Southwest Pointe Partners or their successor and the Washoe County Department of Parks and Recreation. Construction and maintenance of the trails will be the responsibility of Washoe County. When construction of the first 18-hole golf course is completed, the open space along Thomas Creek adjacent to the golf course and Phase I residential areas will be dedicated to Washoe County. Should the county desire to construct the trail along Thomas Creek in conjunction with construction of the golf course and/or the Phase I residential area, the developer will offer an easement or other acceptable entry agreement for this purpose, with language acceptable to both parties. These easements will ultimately be dedicated on future applicable final maps.

The staff of the Washoe County Department of Parks and Recreation has also expressed interest in stocking Thomas Creek with fish through the Urban Fisheries Program. To accomplish this work, vehicular access to the creek is necessary. Two locations for vehicular access are proposed -- one is at the neighborhood park and the other is off of the maintenance road to the existing water tanks.

## Open Space

The site plan identifies approximately 1,500 acres of natural open space. The open space is located around the periphery of the project and provides a generous buffer between Southwest Pointe and all adjacent properties. Within the project itself, the goal is to create an open feeling through the lot layout, controls on fencing, siting of homes, and development of 36 holes of golf that meander through the neighborhoods.

As explained previously, to facilitate development of a public trail system along Thomas Creek, the open space along the creek will be dedicated or an easement will be granted when the first golf course is completed. The remaining open space will be dedicated as development progresses. With each final map on land adjacent to open space, an open space parcel will be created. When the map is recorded, the open space parcel will be deeded to Washoe County.

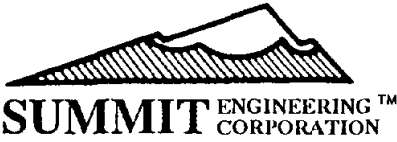
Only minimal disturbance of the natural habitat will be allowed. Deed restrictions shall restrict future use to open space. Motorized vehicle use by the public will be prohibited. Some of the permitted uses will include public trails, emergency access roads, water tanks and associated maintenance roads, fire breaks, stormwater detention ponds, and any other utility uses necessary to serve the project. Any non-open space related improvements made by the developer in the open space shall remain the responsibility of Southwest Pointe Partners or their successor. Any improvements made and/or owned by Washoe County or another public entity will be the responsibility of that entity to maintain. Public access to designated wetlands will be restricted and seasonal restrictions and/or regulated recreational use in areas identified as key mule deer habitat will also be enforced. Provisions will be made for these types of uses and restrictions at the time of deeding.

Prior to dedication or grant of easements of the open space to Washoe County, Southwest Pointe Partners or their successors will be responsible for any maintenance that may be required. Possible maintenance activities may include debris and litter removal, fire prevention measures required by the Nevada Division of Forestry, and measures for habitat enhancement for mule deer that may be developed in consultation with the Nevada Department of Wildlife.

Washoe County will be responsible for any maintenance activities required on property that is under its control. Maintenance activities for which the county is responsible may be identified by Southwest Pointe Partners or their successor at the time of deeding.

On residential lots adjacent to open space, fences should be used sparingly and with consideration for protection of privacy for key outdoor areas on the lot, safety, or animal control. Lot perimeter fencing is allowed. Specific design details are included in the Development Standards Handbook and may also be addresses in the CC&Rs. Proposed locations for perimeter lot and golf course fencing are shown in the Development Agreement, Exhibit F, Sheet 1 Site Plan - Layout.





CIVIL ENGINEERING  
 LAND SURVEYING  
 PLANNING  
 WATER RIGHTS  
 GEOTECHNICAL  
 PHOTOGRAMMETRY

5405 MAE ANNE AVENUE • RENO, NEVADA 89523 • (702) 747-8550 • FAX (702) 747-8559  
 3684 S. HIGHLAND DRIVE • LAS VEGAS, NEVADA 89103 • (702) 252-3236 • FAX (702) 252-3247  
 607 S. FIFTH STREET • ELKO, NEVADA 89801 • (702) 738-8058 • FAX (702) 738-8267

# LETTER OF TRANSMITTAL

DATE	11.28.01	JOB NO.	29750
ATTENTION	Don Young		
RE:	Arrowcreek Abandonment		
	AB01-003		

To Washoe County Planning  
2nd Floor  
Ninth St.

**GENTLEMEN:**

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA Runner THE FOLLOWING ITEMS:

SHOP DRAWINGS  PRINTS  PLANS  SAMPLES  SPECIFICATIONS

COPY OF LETTER  CHANGE ORDER  \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1			Draft Easement Agreement
1			Draft Legal Description

RECEIVED  
 NOV 28 2001  
 WASHOE COUNTY  
 COMMUNITY DEVELOPMENT

**THESE ARE TRANSMITTED as checked below:**

FOR APPROVAL  APPROVED AS SUBMITTED  RESUBMIT \_\_\_\_\_ COPIES FOR APPROVAL

FOR YOUR USE  APPROVED AS NOTED  SUBMIT \_\_\_\_\_ COPIES FOR DISTRIBUTION

AS REQUESTED  RETURNED FOR CORRECTIONS  RETURN \_\_\_\_\_ CORRECTED PRINTS

FOR REVIEW AND COMMENT  \_\_\_\_\_

FOR BIDS DUE \_\_\_\_\_  PRINTS RETURNED AFTER LOAN TO US

REMARKS \_\_\_\_\_

These are your copies. Originals are going directly  
from engineering.

COPY TO \_\_\_\_\_

SIGNED: Ben

EXHIBIT "A"  
LEGAL DESCRIPTION  
ARROWCREEK SUBDIVISION UNIT 25  
WATERLINE AND EMERGENCY ACCESS EASEMENT

A parcel of land being a portion of Parcel 1A of Subdivision Tract Map 3944, File Number 2543082, of the Official Records of Washoe County, Nevada, situate in Section 22 and Section 23, Township 18 North, Range 19 East, M.D.M., Washoe County, Nevada, and more particularly described as follows:

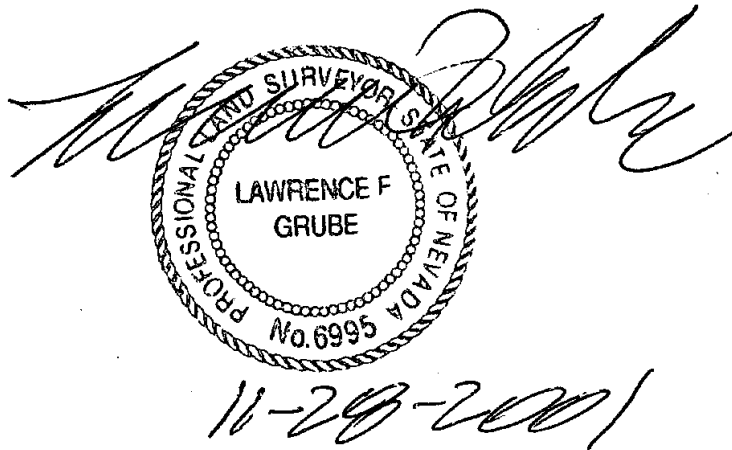
Beginning at a point on the Northeasterly boundary of said Parcel 1A from which the South Quarter Corner of said Section 22 bears South 43°14'14" West a distance of 4450.69 feet; thence along said Northeasterly boundary from a tangent which bears South 63°24'30" East, along a circular curve to the right with a radius of 436.50 feet and a central angle of 10°07'39" an arc length of 77.16 feet; thence departing said Northeasterly boundary with a non-tangent line South 36°01'57" West a distance of 47.85 feet; thence South 19°34'29" East a distance of 60.27 feet; thence along a tangent circular curve to the right with a radius of 92.00 feet and a central angle of 86°08'11" an arc length of 138.31 feet; thence South 66°33'42" West a distance of 55.35 feet; thence along a tangent circular curve to the left with a radius of 33.00 feet and a central angle of 52°55'09" an arc length of 30.48 feet; thence South 13°38'32" West a distance of 109.67 feet; thence along a tangent circular curve to the right with a radius of 67.00 feet and a central angle of 28°32'21" an arc length of 33.37 feet; thence South 42°10'53" West a distance of 5.81 feet; thence along a tangent circular curve to the left with a radius of 13.00 feet and a central angle of 100°06'03" an arc length of 22.71 feet; thence with a non-tangent line South 34°55'00" West a distance of 6.44 feet; thence from a tangent which bears North 55°5'00" West, along a circular curve to the right with a radius of 100.00 feet and a central angle of 10°52'40" an arc length of 18.99 feet; thence along a tangent circular curve to the left with a radius of 224.50 feet and a central angle of 10°40'17" an arc length of 41.81 feet; thence with a non-tangent line North 35°03'20" East a distance of 14.50 feet; thence from a tangent which bears South 54°52'52" East, along a circular curve to the left with a radius of 5.00 feet and a central angle of 82°56'15" an arc length of 7.24 feet; thence North 42°10'53" East a distance of 7.50 feet; thence along a tangent circular curve to the left with a radius of 25.00 feet and a central angle of 28°32'21" an arc length of 12.45 feet; thence North 13°38'32" East a distance of 132.01 feet; thence along a tangent circular curve to the left with a radius of 20.00 feet and a central angle of 60°35'07" an arc length of 21.15 feet; thence with a non-tangent line North 50°31'10" East a distance of 17.42 feet; thence from a tangent which bears South 29°30'08" East, along a circular curve to the left with a radius of 20.00 feet and a central angle of 83°56'10" an arc length of 29.30 feet;

thence North 66°33'42" East a distance of 62.70 feet;  
thence along a tangent circular curve to the left with a radius of 55.00 feet and a central angle of 86°08'11" an arc length of 82.68 feet;  
thence North 19°34'29" West a distance of 75.24 feet;  
thence along a tangent circular curve to the right with a radius of 60.00 feet and a central angle of 19°52'17" an arc length of 20.81 feet;  
thence along a tangent circular curve to the left with a radius of 10.00 feet and a central angle of 63°42'18" an arc length of 11.12 feet;  
thence North 63°24'30" West a distance of 11.28 feet;  
thence North 26°35'30" East a distance of 48.06 feet to the Point of Beginning.

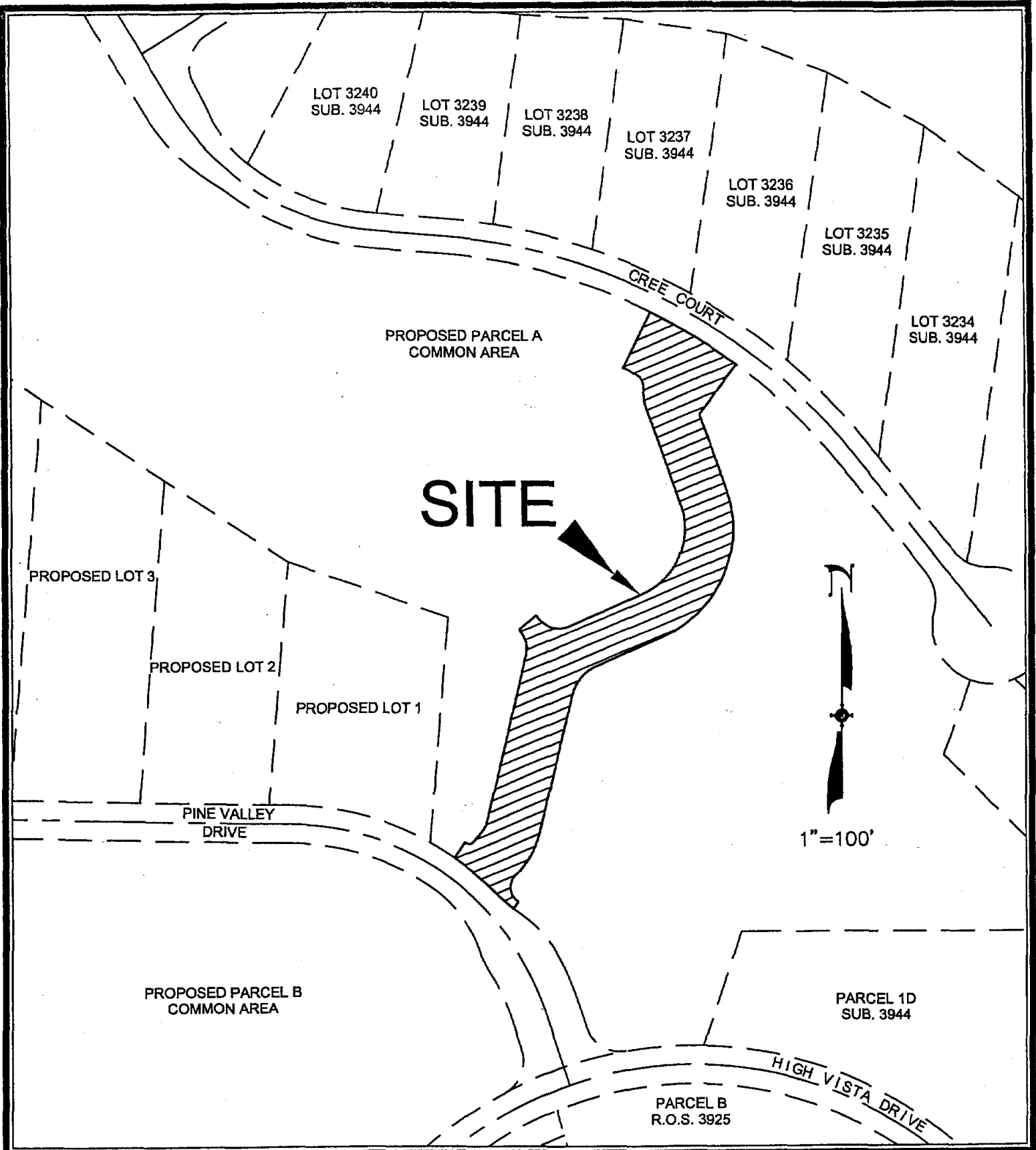
Said parcel contains an area of approximately 22,001 square feet.

BASIS OF BEARINGS: Nevada State Plane Coordinate System, West Zone Grid, NAD83, per said Subdivision Tract Map 3944.

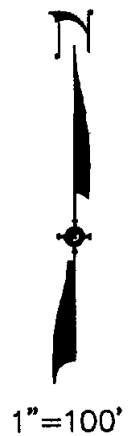
*Description Prepared By:*  
*Lawrence F. Grube, PLS 6995*  
*Summit Engineering Corp.*  
*5405 Mae Anne Avenue*  
*Reno, Nevada 89523*



11-28-2001



**SITE**



DISPLAY TO  
ACCOMPANY  
EXHIBIT "A"

1"=100'  
ARROWCREEK 25  
H2O & EMER. ACCESS  
Copyright SUMMIT ENG 2001



SHEET  
1  
OF  
1

EXHIBIT "A"  
LEGAL DESCRIPTION  
ARROWCREEK SUBDIVISION UNIT 25  
COMMON AREA MAINTENANCE EASEMENT

A parcel of land being a portion of Parcel 1A of Subdivision Tract Map 3944, File Number 2543082, of the Official Records of Washoe County, Nevada, situate in Section 22 and Section 23, Township 18 North, Range 19 East, M.D.M., Washoe County, Nevada, and more particularly described as follows:

Beginning at a point on the Northeasterly boundary of said Parcel 1A from which the South Quarter Corner of said Section 22 bears South  $37^{\circ}41'52''$  West a distance of 4321.76 feet; thence along said Northeasterly boundary South  $31^{\circ}21'11''$  East a distance of 27.61 feet; thence departing said Northeasterly boundary South  $33^{\circ}30'51''$  West a distance of 78.04 feet;

thence South  $35^{\circ}18'10''$  East a distance of 11.45 feet;

thence South  $46^{\circ}56'35''$  East a distance of 225.76 feet;

thence from a tangent which bears South  $84^{\circ}28'21''$  East, along a circular curve to the right with a radius of 170.32 feet and a central angle of  $54^{\circ}58'13''$  an arc length of 163.41 feet;

thence South  $29^{\circ}30'08''$  East a distance of 125.15 feet;

thence along a tangent circular curve to the right with a radius of 50.00 feet and a central angle of  $43^{\circ}08'40''$  an arc length of 37.65 feet;

thence South  $13^{\circ}38'32''$  West a distance of 99.08 feet;

thence along a tangent circular curve to the right with a radius of 67.00 feet and a central angle of  $28^{\circ}32'21''$  an arc length of 33.37 feet;

thence South  $42^{\circ}10'53''$  West a distance of 5.81 feet;

thence along a tangent circular curve to the left with a radius of 13.00 feet and a central angle of  $100^{\circ}06'03''$  an arc length of 22.71 feet;

thence with a non-tangent line South  $34^{\circ}55'00''$  West a distance of 6.44 feet;

thence from a tangent which bears North  $55^{\circ}5'00''$  West, along a circular curve to the right with a radius of 100.00 feet and a central angle of  $10^{\circ}52'40''$  an arc length of 18.99 feet;

thence along a tangent circular curve to the left with a radius of 224.50 feet and a central angle of  $10^{\circ}40'17''$  an arc length of 41.81 feet;

thence with a non-tangent line North  $35^{\circ}03'20''$  East a distance of 14.50 feet;

thence from a tangent which bears South  $54^{\circ}52'52''$  East, along a circular curve to the left with a radius of 5.00 feet and a central angle of  $82^{\circ}56'15''$  an arc length of 7.24 feet;

thence North  $42^{\circ}10'53''$  East a distance of 7.50 feet;

thence along a tangent circular curve to the left with a radius of 25.00 feet and a central angle of  $28^{\circ}32'21''$  an arc length of 12.45 feet;

thence North  $13^{\circ}38'32''$  East a distance of 132.01 feet;

thence along a tangent circular curve to the left with a radius of 20.00 feet and a central angle of  $60^{\circ}35'07''$  an arc length of 21.15 feet;

thence North  $46^{\circ}56'35''$  West a distance of 228.26 feet;

thence from a tangent which bears North  $79^{\circ}43'41''$  West, along a circular curve to the right with a radius of 163.50 feet and a central angle of  $44^{\circ}25'31''$  an arc length of 126.77 feet;

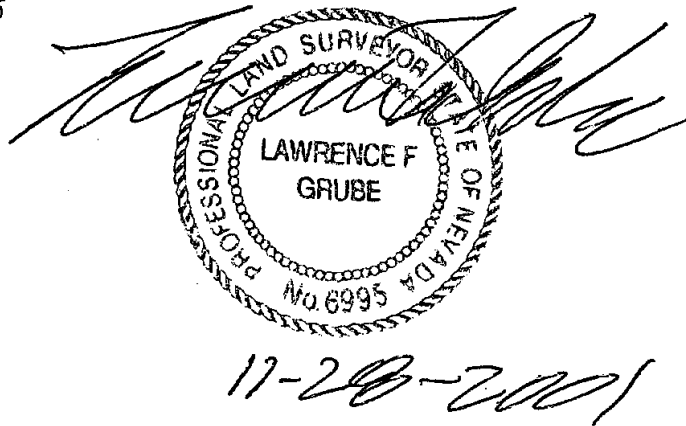
thence North  $35^{\circ}18'10''$  West a distance of 114.80 feet;

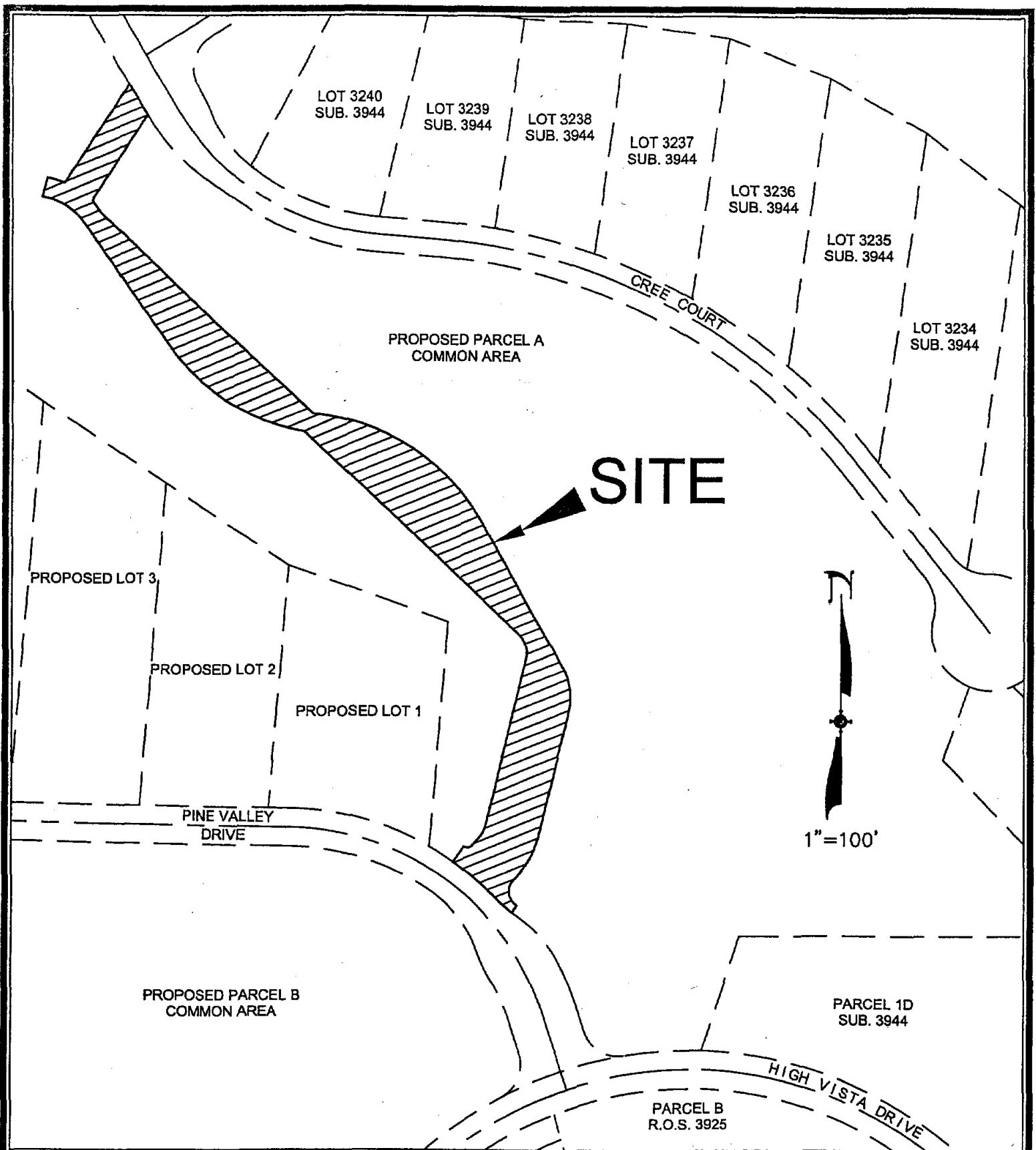
thence along a tangent circular curve to the left with a radius of 48.50 feet and a central angle of  $45^{\circ}49'53''$  an arc length of 38.80 feet;  
thence with a non-tangent line North  $14^{\circ}47'00''$  East a distance of 15.06 feet;  
thence from a tangent which bears South  $79^{\circ}43'58''$  East, along a circular curve to the right with a radius of 63.50 feet and a central angle of  $12^{\circ}25'11''$  an arc length of 13.76 feet;  
thence with a non-tangent line North  $33^{\circ}30'51''$  East a distance of 90.43 feet to the Point of Beginning.

Said parcel contains an area of approximately 26,907 square feet.

BASIS OF BEARINGS: Nevada State Plane Coordinate System, West Zone Grid, NAD83, per said Subdivision Tract Map 3944.

*Description Prepared By:*  
*Lawrence F. Grube, PLS 6995*  
*Summit Engineering Corp.*  
*5405 Mae Anne Avenue*  
*Reno, Nevada 89523*





DISPLAY TO  
ACCOMPANY  
EXHIBIT "A"

1"=100'  
ARROWCREEK 25  
DRAINAGE EASEMENT  
Copyright SUMMIT ENG 2001

**SUMMIT** ENGINEERING CORPORATION  
5405 MAE ANNE AVE. RENO, NV, 89523

SHEET  
1  
OF  
1

WHEN RECORDED, RETURN TO:

ArrowCreek Homeowners Association  
c/o Robert M. Sader, Esq.  
462 Court Street  
Reno, NV 89501

APN: \_\_\_\_\_

**COMMON AREA MAINTENANCE EASEMENT**  
**(Drainage)**

THIS GRANT OF EASEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_  
2001, by and between **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability  
company, hereinafter referred to as "Grantor"; and **ARROWCREEK HOMEOWNERS**  
**ASSOCIATION**, a Nevada nonprofit corporation, hereinafter referred to as "Grantee".

**WITNESSETH:**

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable  
consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantee a permanent  
easement for the purpose of use, repair and maintenance of a drainage ditch and related drainage  
facilities as common area (as defined in that certain Declaration Of Covenants, Conditions And  
Restrictions recorded on October 17, 1997 as Document No. 2145699 in the office of the Recorder  
of Washoe County, Nevada) upon, over, across and through the land herein described, together with  
the perpetual right to enter upon said land to maintain and repair said common area.

The easement granted hereby is located in the County of Washoe, State of Nevada, more  
particularly described in Exhibit "A", attached hereto and by this reference made a part hereof.

This is a nonexclusive grant of easement and to the extent that other uses do not interfere with  
the use of said easement by Grantee as permitted herein, Grantor, its successors and assigns, shall be



permitted to use the same for any purpose it may desire. Grantee shall give reasonable prior notice to Grantor of any work to be performed on the easement area, and Grantee shall cooperate and diligently work to avoid unreasonable interference, disturbance, safety hazards, or impairment to Grantor's golf course operations or play.

The covenants and agreement herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

TO HAVE AND TO HOLD, said easement and right-of-way unto the Grantee and unto its successors and assigns forever.

IN WITNESS WHEREOF, Grantor hereto has executed this Grant of Easement the day and year first above written.

**GRANTOR:**

**SOUTHWEST POINTE ASSOCIATES,  
L.L.C., a Delaware limited  
liability company**

By: Westerra Management, L.L.C.,  
a Delaware limited liability company,  
its authorized representative

**ACCEPTED:**

**ARROWCREEK HOMEOWNERS  
ASSOCIATION, a Nevada nonprofit  
corporation**

By: \_\_\_\_\_  
**DEAN MENANTE, Vice-President**

By: \_\_\_\_\_  
**DEAN MENANTE, Treasurer**

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE     )

This instrument was acknowledged before me on \_\_\_\_\_, 2001 by DEAN MENANTE as Vice-President of WESTERRA MANAGEMENT, L.L.C., a Delaware limited liability company, as authorized representative of SOUTHWEST POINTE ASSOCIATES, L.L.C., a Nevada limited liability company.

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

ROBERT M. SADER, LTD.  
A PROFESSIONAL LEGAL CORPORATION  
462 COURT STREET  
RENO, NEVADA 89501-1796  
(775) 329-8310  
FAX (775) 329-8591

RECEIVED

NOV 14 2001

November 13, 2001

Rich Baines  
Southwest Pointe Associates, L.L.C.  
10385 Tewa Court  
Reno, Nevada 89511

via U.S. Mail

Re: Drainage and Water Line Easements

Dear Rich:

Enclosed please find easements for signature. These easements have been redrafted now that we have verification of ownership of the real property involved. You will need to fill in the APNs on these easements prior to completion of the documents. You will also need to remove the original exhibits from the old drafts previously sent to you, and attach them to these documents. If you wish to return these easements to me, I will get them recorded, or you can submit them to the title company for recording.

Sincerely,



ROBERT M. SADER

RMS/mgw

encl:

WHEN RECORDED, RETURN TO:

Washoe County Utility Division  
P.O. Box 11130  
Reno, NV 89520

APN: \_\_\_\_\_

**EASEMENT FOR WATERLINE AND  
EMERGENCY ACCESS RIGHT-OF-WAY**

THIS GRANT OF EASEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between **SOUTHWEST POINTE ASSOCIATES, L.L.C.**, a Delaware limited liability company, hereinafter referred to as "Grantor"; and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, hereinafter referred to as "Grantee".

**WITNESSETH:**

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantee a nonexclusive permanent easement and right-of-way for a water transmission line, access road and related facilities as well as access for emergency vehicles upon, over, across and through the land herein described, together with the perpetual right to enter upon said land to construct, reconstruct, maintain and repair said water transmission line and access road at Grantee's expense and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said water transmission line and access road.

The easement and right-of-way granted is situate in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

This is a nonexclusive Grant of Easement and to the extent that other uses do not interfere with the use of said easement by Grantee as permitted herein, Grantor, its successors and assigns, shall be permitted to use the same for any purpose they may desire. Grantee shall be responsible for repair of damage caused by repair and maintenance.

The covenants and agreement herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

TO HAVE AND TO HOLD, said easement and right-of-way unto the Grantee and unto its successors and assigns forever.

**SOUTHWEST POINTE ASSOCIATES,  
L.L.C., a Delaware limited  
liability company**

By: Westerra Management, L.L.C.,  
a Delaware limited liability company,  
its authorized representative

By: \_\_\_\_\_  
DEAN MENANTE, Vice-President

Accepted for the County of Washoe,  
by and through the Community  
Development Director

By: \_\_\_\_\_  
ROBERT SELLMAN,  
Community Development Director

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE     )

This instrument was acknowledged before me on \_\_\_\_\_, 2001 by DEAN MENANTB as Vice-President of WESTERRA MANAGEMENT, L.L.C., a Delaware limited liability company, as authorized representative of SOUTHWEST POINTE ASSOCIATES, L.L.C., a Nevada limited liability company.

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